

CITY OF IDAHO FALLS, IDAHO
COUNCIL MEETING AGENDA
REGULAR MEETING

Thursday, February 27, 2014

7:30 p.m.

COUNCIL CHAMBERS
680 PARK AVENUE

The Mayor, City Council, and Staff welcome you to tonight's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided following the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding if and when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so as provided in Item Number 3. Please note that City of Idaho Falls Council Meetings are live streamed at www.idahofallsidaho.gov and archived. Thank you for your interest in City Government.

1. **Call to Order and Roll Call.**
2. **Pledge of Allegiance.**
3. **Public Comment and Mayor's Response Time (Limit 15 Minutes):** *For members of the Public to speak to the Council regarding matters NOT on the Agenda, not currently pending before the Planning Commission or Board of Adjustment; not the subject of a pending enforcement action; and not relative to a City personnel matter. Please state your name and address for the record and please limit remarks to three (3) minutes. Mayor and/or staff will respond to comments from previous meeting.*
4. **CONSENT AGENDA:** Any item will be removed from the Consent Agenda at the request of any member of the Council and that item will be considered separately later. Approval by roll call vote:
 - a. Items from the City Clerk:
 1. Approval of Minutes from the February 10, 2014 Council Work Session, the February 13, 2014 Regular Council Meeting, and the February 14, 2014 Training/Orientation Meeting.
 2. Approval of License Applications, including a BEER License to MacKenzie River Pizza Grill and Pub, all carrying the required approvals.
 - b. Items from the Public Works Director:
 1. Request for authorization to advertise to receive bids for the Sunnyside Park Tennis Court Resurfacing Project.
 2. Request for authorization to advertise to receive bids for the Water Service Replacements – Bower Drive, 16th Street to 12th Street.
 3. Request for authorization to advertise to receive bids for the Minor Street Overlays 2014 Project.

4. Request for authorization to advertise to receive bids for the Major Street Overlays 2014 Project.

5. Request for authorization to advertise to receive bids for the Seal Coat 2014 Project.

c. Items from the Idaho Falls Power Director:

1. Request for authorization to advertise to receive bids for Phase 2 of the Parking Lot Resurface Project, which involves resurfacing approximately half of the parking lot/yard area at the Idaho Falls Power Administration Building. This project is in the Capital Improvement Plan and in the Fiscal Year 2014 Budget. Phase 1 was completed in 2013.

2. Request for authorization to advertise to receive bids for Old Lower Plant Stop Log Construction. Stop logs are steel structures used in the dewatering of the Old Lower Power Plant to facilitate upgrades at the Old Lower Power Plant. This project is a subset of the Old Lower Plant Upgrade and Rewind Project in the Capital Improvement Plan and in the Fiscal Year 2014 Budget.

3. Request for authorization to advertise to receive bids for the 2014 Underground Reconductor Project. Over the past several years, Idaho Falls Power has been working to replace direct bury cable in areas where frequent outages have been experienced. This year approximately 12,575 feet of conduit and new cable will be placed in the Coachman, Hartert, and Vega Circle Subdivisions. This project is in the Capital Improvement Plan and in the Fiscal Year 2014 Budget.

ACTION: To approve all items on the Consent Agenda according to the recommendations presented.

5. **REGULAR AGENDA:**

A. **Municipal Services Director:**

1. **Bid IF-14-09, Motor Fuel and Lubricants:** This bid provides motor fuel and lubricants for the time frame of March 1, 2014 through March 1, 2015. Based upon the evaluation of the bids, the apparent low bid for Section IV of Petroleum Traders Corporation did not meet specifications. Therefore, it is the recommendation of Municipal Services to accept the lowest responsive, responsible bid of Conrad and Bischoff, Inc. for Section I, II, III, and IV as described below:

Section I	Motor Oil
Section II	Diesel Exhaust Fluid
Section III	Services and Fuel obtained through a Computerized Fuel Dispensing System/Unleaded Gas, Cold Weather Additive and Ultra Low Sulfur Diesel No. 1 and No. 2.
Section IV	Fuel for City Fuel Station – Tanker Load Delivery/Unleaded Gas, Cold Weather Additive and Ultra Low Sulfur Diesel No. 1 and No. 2. Fuel picked up by City Truck/Ultra Low Sulfur Diesel No. 1.

ACTION: To reject the bid from Petroleum Traders Corporation for Section IV as they did not meet bid specifications and to accept the lowest responsive responsible bid provided by Conrad and Bischoff, Inc. for Section I, II, III, and IV of the Motor Fuel and Lubricants bid as presented, or take other action deemed appropriate.

2. **Bid IF-14-03, Remounting One (1) City-Owned Ambulance Body on a New 2013 Dodge Ram 4500 Cab and Chassis:** This bid provides for the remounting of one (1) refurbished Ambulance Body on a New 2013 Dodge Ram 4500 Cab and Chassis for use by the Fire Department. The Municipal Services Division and the Fire Department are recommending to accept the sole bid of Sawtooth Emergency Vehicles to remount the City-owned ambulance body on a new 2014 Dodge Ram 4500 Cab and Chassis in the amount of \$134,246.00.

ACTION: To accept the recommendation of the Municipal Services Division and the Fire Department to accept the sole bid of Sawtooth Emergency Vehicles to remount the One (1) City-Owned Ambulance Body on a New 2014 Dodge Ram 4500 Cab and Chassis in the amount of \$134,246.00, or take other action deemed appropriate.

3. **Sole Source Purchase - Transformer Test Set:** Municipal Services respectfully requests authorization to advertise the City's intent to make a sole source purchase following a 14-day period, as per Idaho Code §67-2808, and then to issue a purchase order in the amount of \$68,850.00 once the advertisement has been completed. This procurement will be from the manufacturer of the set, Omicron from Houston, Texas.

ACTION: To give authorization for the advertisement of the City's intent to make a sole source purchase following a 14-day period, as per Idaho Code §67-2808, and then to issue a purchase order to Omicron in the amount of \$68,850.00 once the advertisement has been completed, or take other action deemed appropriate.

B. **Airport Director:**

1. **Farm Lease Agreement between the City of Idaho Falls and Bill Dixon, Jr.:** This is a Farm Lease Agreement between the City of Idaho Falls and Bill Dixon, Jr. Mr. Dixon's current lease on the property will expire March 31, 2014. The term of the Lease Agreement is for three years and includes 90.98 Acres located in the west quadrant of the Idaho Falls Regional Airport. The City Attorney has prepared and reviewed the Lease Agreement.

ACTION: To approve the Farm Lease Agreement between the City of Idaho Falls and Bill Dixon, Jr. for 90.98 Acres in the west quadrant of the Idaho Falls Regional Airport and give authorization for the Mayor and City Clerk to execute the necessary documents, or take other action deemed appropriate.

2. **Concession Lease Agreement between the City of Idaho Falls and Kathryn Anderson:** This is a Concession Lease Agreement between the City of Idaho Falls and Kathryn Anderson. Ms. Anderson's current lease will expire on February 28, 2014. The Lease term is for four years and will provide for the continued operation of the coffee shop, gift shop, restaurant and lounge at the Idaho Falls Regional Airport. The City Attorney has prepared and reviewed the Lease Agreement.

ACTION: To approve the Concession Lease Agreement between the City of Idaho Falls and Kathryn Anderson for the continued operation of the coffee shop, gift shop, restaurant and lounge at the Idaho Falls Regional Airport and give authorization for the Mayor and City Clerk to execute the necessary documents, or take other action deemed appropriate.

3. **2014 Annual Loan Agreement with the United States Air Force for F86L Aircraft Display:** This is the 2014 Annual Loan Renewal Package from the National Museum of the United States Air Force (NMUSAF) Static Display Program for the loaned property of the F86L Aircraft located at the Idaho Falls Regional Airport.

ACTION: To approve the 2014 Annual Loan Renewal Package from the National Museum of the United States Air Force Static Display Program for the loaned property of the F86L Aircraft located at the Idaho Falls Regional Airport and give authorization for the Mayor to execute the necessary documents, or take other action deemed appropriate.

C. **Public Works Director:**

1. **Professional Engineering Services Agreement - Water System Facility Plan:** This is a Professional Engineering Services Agreement with Murray Smith and Associates, Inc. for a not-to-exceed amount of \$264,971.00. This agreement is for conducting a Facility Plan for the Water Department that will include a five-year rate study. The City Attorney has reviewed the proposed Agreement.

ACTION: To approve the Professional Engineering Services Agreement for the Water System Facility Plan in an amount not to exceed \$264,971.00 and give authorization for the Mayor and City Clerk to execute the necessary documents, or take such other action deemed appropriate.

2. **Professional Engineering Services Agreement - Sanitation Department Auto-Loading Analysis and Rate Study:** This is a Professional Engineering Services Agreement with SCS Engineers for a not-to-exceed amount of \$42,100.00. This agreement is for conducting an auto-load residential garbage collection analysis and five-year rate study. The City Attorney has reviewed the proposed Agreement.

ACTION: To approve the Professional Engineering Services Agreement with SCS Engineers for the Sanitation Department Auto-Loading Analysis and Rate Study in an amount not to exceed \$42,100.00 and give authorization for the Mayor and City Clerk to execute the necessary documents, or take such other action deemed appropriate.

D. **Parks and Recreation Director:**

1. **Tautphaus Park Arcade Concession Agreement Renewal:** This is the Tautphaus Park Arcade Concession Agreement between the City of Idaho Falls and LOML, LLC dba Funland. This is a one (1) year agreement that has been reviewed and approved by the City Attorney.

ACTION: To approve the Tautphaus Park Arcade Concession Agreement between the City of Idaho Falls and LOML, LLC dba Funland and give authorization for the Mayor and City Clerk to execute the necessary documents, or take other action deemed appropriate.

2. **Golf Facility Concession Agreement with Canteen Service Vending:**

This is a Golf Facility Concession Agreement between the City of Idaho Falls and Canteen Service Vending to operate the Cafés at Pinecrest, Sage Lakes and Sand Creek Golf Courses for the duration of three (3) years. This Agreement has been reviewed and approved by the City Attorney.

ACTION: To approve the Golf Facility Concession Agreement with Canteen Service Vending to operate the Cafés at Pinecrest, Sage Lakes, and Sand Creek Golf Courses for the duration of three years and give authorization for the Mayor and City Clerk to execute the necessary documents, or take other action deemed appropriate.

3. **Phase Two (2) of the Snake River Animal Shelter Construction:**

As per the Memorandum of Understanding between the City of Idaho Falls and the Snake River Animal Shelter approved by the City Council on November 22, 2011, the Parks and Recreation Division and the Snake River Animal Shelter Design Review Committee respectfully requests approval of the Mayor and City Council to begin Phase Two of the construction of the Snake River Animal Shelter - the pouring of the concrete pads - as the necessary funding has been obtained.

ACTION: To approve Phase Two of the construction of the Snake River Animal Shelter - the pouring of the concrete pads - as the necessary funding has been obtained, or take such other action deemed appropriate.

E. **Planning and Building Director:**

1. **Final Plat and Reasoned Statement of Relevant Criteria and Standards - Fairway Estates Addition, Division No. 20:** This is an application for the Final Plat and a copy of the Reasoned Statement of Relevant Criteria and Standards for Fairway Estates Addition, Division No. 20. The property is located at the southwest corner of Tower Road and East River Road. The Planning Commission considered this request at its February 4, 2014 Meeting and recommended approval.

ACTION: Following any discussion regarding the Final Plat, in sequential order:

a. To accept the Final Plat for Fairway Estates Addition, Division No. 20 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat, or take such other action deemed appropriate.

b. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Fairway Estates Addition, Division No. 20, and give authorization for the Mayor to execute the necessary documents, or take other action deemed appropriate.

2. **Final Plat and Reasoned Statement of Relevant Criteria and Standards - St. Clair Estates Addition, Division No. 13, First Amended:** This is an application for a Final Plat and a copy of the Reasoned Statement of Relevant Criteria and Standards for St. Clair Estates Addition, Division No. 13, First Amended. This property is located at the northeast corner of Potomac Way and Martha Avenue. The Planning Commission considered this request at its April 16, 2013 Meeting and recommended approval with the condition that a cross-access and shared parking agreement be prepared prior to consideration by City Council. The required agreement was submitted to staff earlier this year.

ACTION: Following any discussion regarding this Final Plat, in sequential order:

a. To approve the Final Plat for St. Clair Estates Addition, Division No. 13, First Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat, or take such other action deemed appropriate.

b. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for St. Clair Estates Addition, Division No. 13, First Amended and give authorization for the Mayor to execute the necessary documents, or take other action deemed appropriate.

3. **Final Plat and Reasoned Statement of Relevant Criteria and Standards – Safari 66 Addition, Division No. 1, First Amended:** This is the application for a Final Plat and a copy of the Reasoned Statement of Relevant Criteria and Standards for Safari 66 Addition, Division No. 1, First Amended. The property is located at the southwest corner of Pancheri Drive and Skyline Drive. The Planning Commission considered this request at its February 4, 2014 Meeting and recommended approval with the condition that a cross-access agreement be recorded for the two lots and any access to Skyline Drive be at the southern boundary of the property. Staff concurs with this recommendation.

ACTION: Following any discussion regarding this Final Plat, in sequential order:

a. To approve the Final Plat for Safari 66 Addition, Division No. 1, First Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat, or take such other action deemed appropriate.

b. To approve the Reasoned Statement of Relevant Criteria and Standards for Safari 66 Addition, Division No. 1, First Amended and give authorization for the Mayor to execute the necessary documents, or take other action deemed appropriate.

F. **Police Chief:**

1. **Ordinance Amendment to the City of Idaho Falls Juvenile Curfew Ordinance:** This is an Ordinance amending Title 5, Chapter 12 of the City of Idaho Falls Juvenile Curfew Ordinance to make it more consistent with the State Code.

ACTION: To approve the Ordinance under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary, or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance, or take such other action deemed appropriate.

2. **Ordinance Amending Idaho Falls City Code Title 5, Chapter 6, Sections 1, 6, 7, 9, 10, 11, and 12 (Animal Control):** This Ordinance would amend the City's current Animal Ordinance (Title 5, Chapter 6). The purpose of the amendment is to require spaying and neutering of a dog or cat adopted from the Animal Control Shelter. Additionally, licensing requirements for commercial and non-commercial kennels would be deleted. This amendment also calls for setting a limit on the number of dogs allowed on the premises of any one (1) household or upon the premises of any one (1) business property in the City and to allow impoundment of a nuisance animal. This item was passed on the first reading only at the February 13, 2014 Regular Council Meeting.

ACTION: To approve the Ordinance under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary, or consider the Ordinance on the second reading and that it be read by title, or reject the Ordinance, or take such other action deemed appropriate.

Motion to Adjourn.

If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Rosemarie Anderson at Telephone Number 612-8414 or the ADA Coordinator Lisa Farris at Telephone Number 612-8323 as soon as possible and they will make every effort to adequately meet your needs.

CONSENT AGENDA:



City of Idaho Falls

PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: February 21, 2014

Subject: **BID AUTHORIZATION – SUNNYSIDE PARK TENNIS COURT
RESURFACING**

Public Works requests authorization to advertise to receive bids for the Sunnyside Park Tennis Court Resurfacing project.

Respectfully,

A handwritten signature in black ink that reads "Chris H Fredericksen".

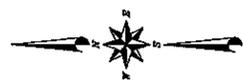
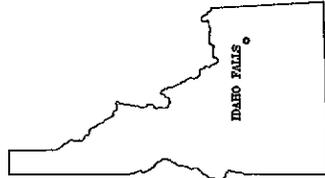
Chris H Fredericksen, P.E.
Public Works Director

CF:jk

c: Mayor
Council
Fugal

2-38-28-3-PRK-2014-18

SUNNYSIDE PARK TENNIS COURT RESURFACING PROJECT # 2-38-28-3-PRK-2014-18



PROJECT LOCATION



MAYOR
REBECCA CASPER
CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
MICHAEL A. LEHTO

ED MAROHN
SHARON D. PARRY
DEE D. WHITTIER

CITY ENGINEERING DEPARTMENT
CITY ENGINEER
KENT J. FUGAL, P.E., PTOE

CITY PUBLIC WORKS DIRECTOR
CHRIS H. FREDERICKSEN, P.E.

2014

REVIEWED BY: PARKS DEPARTMENT
DATE: _____



AS BUILT
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

**CITY OF
IDAHO FALLS**

ENGINEERING DEPARTMENT
SUNNYSIDE PARK
TENNIS COURT RESURFACING

DATE: 2-11-14
DRAWN BY: [blank]
CHECKED BY: [blank]
SCALE: 1" = 20'

1 of 2



City of Idaho Falls

PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: February 21, 2014

Subject: **BID AUTHORIZATION – WATER SERVICE REPLACEMENTS –
BOWER DRIVE, 16TH STREET TO 12TH STREET**

Public Works requests authorization to advertise to receive bids for the Water Service Replacements – Bower Drive, 16th Street to 12th Street project.

Respectfully,

A handwritten signature in black ink that reads "Chris H Fredericksen".

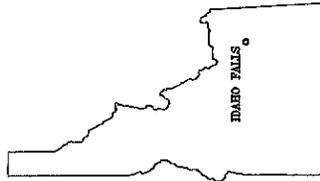
Chris H Fredericksen, P.E.
Public Works Director

CF:jk

c: Mayor
Council
Fugal
Richards

2-38-20-4-WTR-2014-22

WATER SERVICE LINE REPLACEMENT - BOWER DR 16th TO 12th ST PROJECT # 2-38-20-4-WTR-2014-22



PROJECT LOCATION



MAYOR
 REBECCA CASPER
CITY COUNCIL

BARBARA DEE EHARDT ED MAROHN
 THOMAS HALLY SHARON D. PARRY
 MICHAEL A. LEHTO DEE D. WHITTIER

CITY ENGINEERING DEPARTMENT

CITY PUBLIC WORKS DIRECTOR
 CHRIS H. FREDERICKSEN, P.E.

CITY ENGINEER

KENT J. FUGAL, P.E., PTOE

2014

REVIEWED BY: WATER DEPARTMENT

DATE: _____



AS PER IFC		SCALE SHOWN IS FOR SHEET 11 X 17 ONLY	
CITY OF IDAHO FALLS			
ENGINEERING DEPARTMENT			
WATER SERVICE LINE REPLACEMENT - BOWER DR 16th TO 12th ST			
DATE	SCALE	SHEET NO.	TOTAL SHEETS
2-38-20-4-WTR-2014-22	1/2" = 1'	1	4
DESIGNED BY: _____			DATE: 2-11-14
DRAWN BY: _____			SCALE: _____



City of Idaho Falls

PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council
From: Chris H Fredericksen, Public Works Director
Date: February 21, 2014
Subject: **BID AUTHORIZATION – MINOR STREET OVERLAYS 2014**

Public Works requests authorization to advertise to receive bids for the Minor Street Overlays 2014 project.

Respectfully,

A handwritten signature in cursive script that reads "Chris H Fredericksen".

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

c: Mayor
Council
Fugal

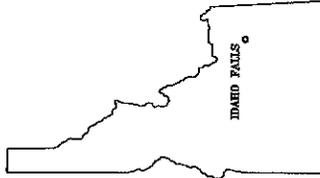
0-00-00-0-STR-2014-01

MINOR STREET OVERLAYS

2014

PROJECT # 0-00-00-0-STR-2014-01

PROJECT LOCATION



MAYOR

REBECCA CASPER

CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
MICHAEL A. LEHTO

ED MAROHN
SHARON D. PARRY
DEE D. WHITTER

CITY ENGINEERING DEPARTMENT

CITY PUBLIC WORKS DIRECTOR

CHRIS H. FREDERICKSEN, P.E.

CITY ENGINEER

KENT J. FUGAL, P.E., PTOE

2014

REVIEWED BY: STREET DEPARTMENT

DATE:



AS BUILT

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY



CITY OF
IDAHO FALLS

ENGINEERING DEPARTMENT
MINOR STREET OVERLAYS
2014

DATE:	K.J.F.	200	01	Y.C.	001	01	Y.C.
PROJECT NO.:	0-00-00-0-STR-2014-01	SHEET NO.:		2-05-14	1		OF
Drawn by: T. Haggan - Minor Overlays							



City of Idaho Falls

PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council
From: Chris H Fredericksen, Public Works Director
Date: February 21, 2014
Subject: **BID AUTHORIZATION – MAJOR STREET OVERLAYS 2014**

Public Works requests authorization to advertise to receive bids for the Major Street Overlays 2014 project.

Respectfully,

A handwritten signature in black ink that reads "Chris H Fredericksen".

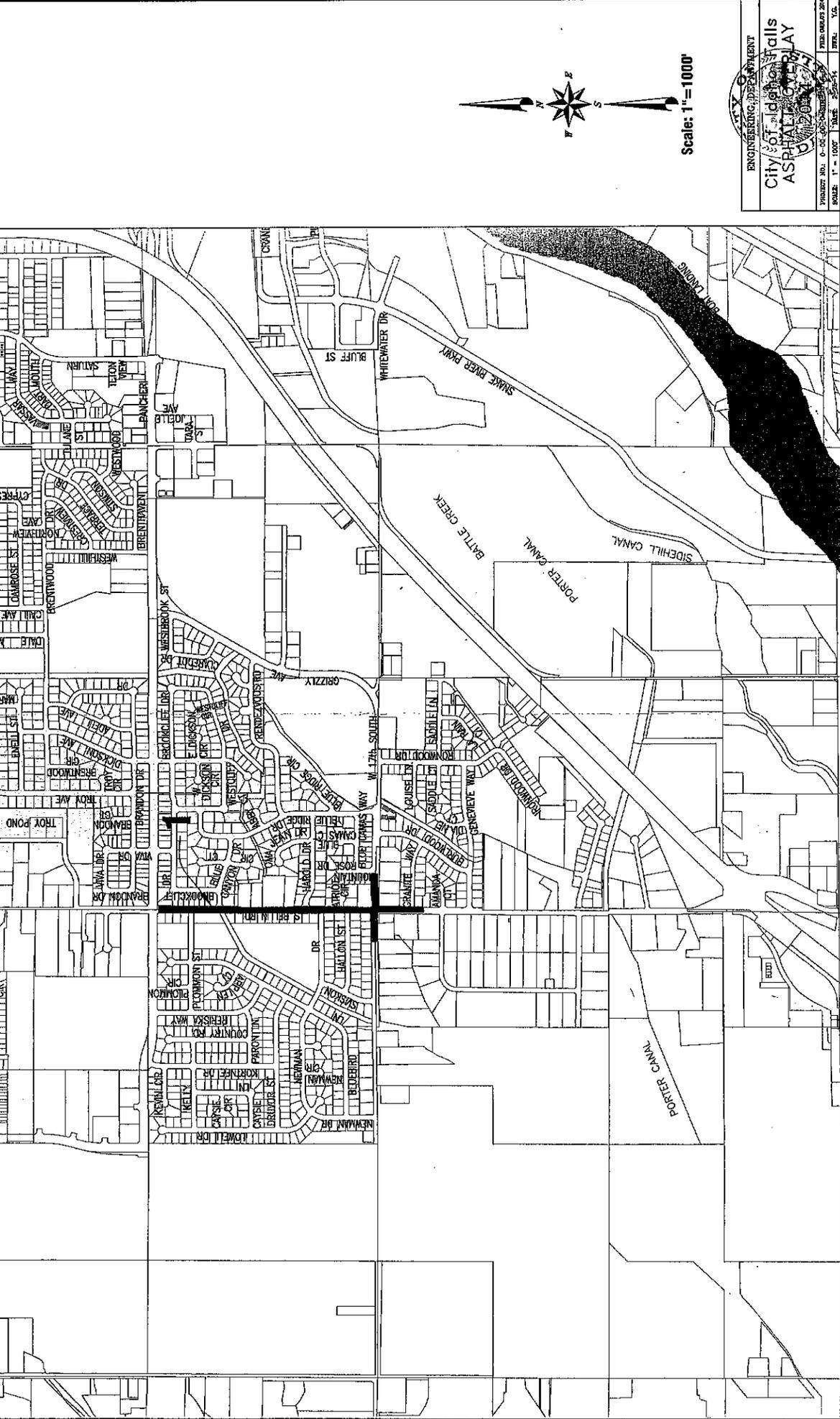
Chris H Fredericksen, P.E.
Public Works Director

CF:jk

c: Mayor
Council
Fugal

0-00-00-0-STR-2014-04

From To Estimated Area
 1 1 Bealin Rd Pancharat Dr. South to City Limits 16,912 S.Y.



ENGINEERING DEPARTMENT
 City of Idaho Falls
 ASPHALT OVERLAY
 PROJECT NO. 0-05-05-00000000
 SCALE 1" = 1000' SHEET 255-5
 DATE 08-23-2011



City of Idaho Falls

PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council
From: Chris H Fredericksen, Public Works Director
Date: February 21, 2014
Subject: **BID AUTHORIZATION – SEAL COATS 2014**

Public Works requests authorization to advertise to receive bids for the Seal Coats 2014 project.

Respectfully,

A handwritten signature in cursive script that reads "Chris H Fredericksen".

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

c: Mayor
Council
Fugal

0-00-00-0-STR-2014-03



A Division of the City of Idaho Falls

"A community with its own kind of energy"



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: February 25, 2014

Re: Consent Agenda – Authorization to advertise for bids for Phase 2 of the Parking Lot Resurface Project

Idaho Falls Power respectfully requests authorization to advertise and receive bids for Phase 2 of the Parking Lot Resurface project. This project involves resurfacing approximately half of the parking lot/yard area at the Idaho Falls Power administration building. The project is in the Capital Improvement Plan and in the FY14 budget. Phase 1 was completed in 2013.

JRF/567

C: City Clerk
City Attorney
Municipal Services
File



A Division of the City of Idaho Falls

"A community with its own kind of energy"



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: February 25, 2014

Re: Consent Agenda – Authorization to advertise for bids for
Old Lower Plant Stop Log Construction

Idaho Falls Power respectfully requests authorization to advertise and receive bids to construct stop logs at the Old Lower Plant. Stop logs are steel structures used in the dewatering of the Old Lower Power Plant to facilitate upgrades at the Old Lower Power Plant. This project is a subset of the Old Lower Plant Upgrade and Rewind Project in the Capital Improvement Plan and in the FY14 budget.

JRF/568

C: City Clerk
City Attorney
Municipal Services
File



A Division of the City of Idaho Falls

"A community with its own kind of energy"



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: February 25, 2014

Re: Consent Agenda – Authorization to advertise for bids for the 2014 Underground Reconductor Project

Idaho Falls Power respectfully requests authorization to advertise and receive bids for the 2014 Underground Reconductor Project. Over the past several years, Idaho Falls Power has been working to replace direct bury cable in areas where frequent outages have been experienced. This year approximately 12,757 feet of conduit and new cable will be placed in the Coachman, Hartert, and Vega Circle Subdivisions. This project is in the Capital Improvement Plan and in the FY14 budget.

JRF/569

C: City Clerk
City Attorney
Municipal Services
File

REGULAR AGENDA:



CITY OF IDAHO FALLS

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220

MUNICIPAL SERVICES

February 20, 2014

PHONE: (208) 612-8249

FAX: (208) 612-8148

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Craig Rockwood, Municipal Services Director
SUBJECT: **BID IF-14-09 MOTOR FUEL AND LUBRICANTS**

Attached for your consideration is the tabulation for above subject bid.

Based upon the evaluation of the bids, the apparent low bid for Section IV of Petroleum Traders Corporation did not meet specifications. Therefore, it is the recommendation of Municipal Services to accept the lowest responsive responsible bid of Conrad & Bischoff, Inc. for Section I, II, III, and IV as described below.

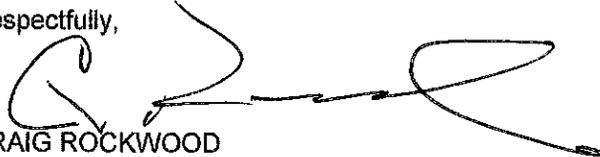
SECTION I: Motor Oil.

SECTION II: Diesel Exhaust Fluid.

SECTION III: Services and Fuel obtained through a Computerized Fuel Dispensing System / Unleaded Gas, Cold Weather Additive and Ultra Low Sulfur Diesel #1 and #2.

SECTION IV: Fuel for City Fuel Station – Tanker Load Delivery / Unleaded Gas, Cold Weather Additive and Ultra Low Sulfur Diesel #1 and #2 Fuel picked up by City Truck / Ultra Low Sulfur Diesel #1.

Respectfully,


CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch

Attachment

Cc: Mayor
Council
Witt
Carlson
County Commissioners

Motor Fuels and Lubricants

- 1) Petroleum Traders Corporation Fort Wayne, IN
2) Conrad and Bischoff, Inc. Idaho Falls, ID
3) Thomas Petroleum Pocatello, ID
4) Lynch Oil, Inc. Burley, ID

BIDDER

SECTION I - MOTOR OIL	Approximate Quantity	BID INVALID	BID INVALID	BID INVALID
Multiple Viscosity, 15-40 - Price per Gallon/55 gal drum	4,000	NO BID	\$7.40	\$29,600.00
Multiple Viscosity, 5-20 - Price per Gallon/55 gal drum	1,000		\$7.08	\$7,080.00
GM Dexos 1, 5W-30 - Price per Gallon/55 gal drum	220		\$10.98	\$2,415.60
Multiple Viscosity, 15-40 - Price per Case	12		\$32.20	\$386.40
Multiple Viscosity, 5-20 - Price per Case	12		\$26.91	\$322.92
GM Dexos 1, 5W-30 - Price per Case	6		\$36.45	\$218.70
SECTION I - APPROXIMATE TOTAL			\$40,023.62	\$40,023.62
Formula Used: Bulk Motor Oil 15-40 (4,000 gallons x Price per Gallon) + Bulk Motor Oil 5-20 (1,000 gallons x Price per Gallon) + GM Dexos 1, 5W-30 (220 gallons x Price per Gallon) + Case Motor Oil 15-40 (12 cases x Price per Case) + Case Motor Oil 5-20 (12 cases x Price per Case) + GM Dexos 1, 5W-30 (6 cases x Price per Case) = Approximate Total				
SECTION II - DIESEL EXHAUST FLUID	Approximate Quantity	NO BID		
Diesel Exhaust Fluid - Price per Gallon	3,000	NO BID	\$ 1.15	\$ 3,450.00
SECTION II - APPROXIMATE TOTAL				\$ 3,450.00
Formula Used: Diesel Exhaust Fluid - Price per Gallon = Approximate Total				
SECTION III - FUEL DISPENSING SYSTEM	Approximate Quantity	NO BID		
Gasoline/Unleaded - Price With Taxes and Fees	2,000	NO BID	\$2.9536	\$5,907.20
Diesel #2, Ultra Low Sulfur - Price With Taxes and Fees	2,000		\$3.6777	\$7,355.40
Diesel #1, Ultra Low Sulfur Adder to Diesel #2	1		\$0.0400	\$0.04
Cold Weather Operation - Diesel Fuel Additive/Blend	1		\$0.2200	\$0.22
Price for Fuel Dispensing System	1		\$0.0000	\$0.00
SECTION III - APPROXIMATE TOTAL				\$13,262.86
Formula Used: Price for Fuel Dispensing System + Unleaded Gasoline (2,000 gallons x Total Price with Taxes per Gallon) + Diesel #2 ULS (2,000 gallons x Total Price with Taxes per Gallon) + Diesel #1 ULS as Additive for Blended Fuel (1 gallon x Price per Gallon) + Diesel Fuel Additive for Cold Weather (1 gallon x Price per Gallon) = Approximate Total				
SECTION IV - FUEL FOR CITY FUEL STATION	Approximate Quantity			
Gasoline/Unleaded - Price With Taxes and Fees	363,000	\$2.86	\$1,037,708.10	\$2,9136
Diesel #2, Ultra Low Sulfur - Price With Taxes and Fees	496,000	\$3.4454	\$1,708,918.40	\$3.6377
Diesel #1, Ultra Low Sulfur - Price With Taxes and Fees	7,000	\$4.1224	\$28,856.80	\$4.0769
Diesel #1, Ultra Low Sulfur Adder to Diesel #2	1	\$ 0.25	\$ 0.25	\$0.0400
Cold Weather Operation - Diesel Fuel Additive/Blend	1	\$ 0.03	\$ 0.03	\$0.2200
SECTION IV - APPROXIMATE TOTAL			\$2,775,483.58	\$2,890,474.56
Formula Used: Unleaded Gasoline (363,000 gallons x Total Price with Taxes per Gallon) + Diesel #2 ULS (496,000 gallons x Total Price with Taxes per Gallon) + Diesel #1 ULS (7,000 gallons x Total Price with Taxes per Gallon) + Diesel #1 ULS as Additive for Blended Fuel (1 gallon x Price per Gallon) + Diesel Fuel Additive for Blended Fuel (1 gallon x Price per Gallon) = Approximate Total				

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

Office of Purchasing Agent

February 10, 2014

TABULATION BID IF-13-09

Motor Fuels and Lubricants

1) Petroleum Traders Corporation Fort Wayne, IN	2) Conrad & Bischoff Idaho Falls, ID	3) Thomas Petroleum Pocatello, ID	4) Lynch Oil, Inc. Burley, ID
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BIDDER

SECTION I: Motor Oil

Bulk Drum

Multiple Viscosity 15-40, CJ4 Price per Gallon	NO BID	\$7.40	\$8.20	\$7.50
Multiple Viscosity 5-20, GF-4 Price per Gallon		\$7.08	\$8.98	\$7.40
GM Dexos 1, 5W-30 Synthetic Price per Gallon		\$10.98	\$10.15	\$8.47

Case Lots

Multiple Viscosity 15-40, CJ4 Price per Case		\$32.20	\$27.30	\$31.85
Multiple Viscosity 5-20, GF-4 Price per Case		\$26.91	\$34.41	\$25.90
GM Dexos 1, 5W-30 Synthetic Price per Case		\$36.45	\$35.61	\$28.60

Product Brand Bid – Motor Oil

Conoco Phillips

Phillips 66

Valvoline

SECTION II: Diesel Exhaust Fluid

DEF Price per Gallon

NO BID

\$1.15

\$1.55

\$1.60

Bid IF-14-09
Motor Fuels and Lubricants

BIDDER	1) Petroleum Traders Corporation Fort Wayne, IN	2) Conrad & Bischoff Idaho Falls, ID	3) Thomas Petroleum Pocatello, ID	4) Lynch Oil, Inc. Burley, ID
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SECTION III: Fuel with Dispensing System

Price for Setup of Fuel Dispensing System

NO BID

\$0.00

NO BID

Gasoline Unleaded Price/Gallon Without Taxes and Fees

\$2.3979

OPIS + .05

Gasoline Unleaded TOTAL PRICE

\$2.9536

OPIS + .4959

Product Brand Bid – Gasoline Unleaded

Cenex

Sinclair

Rack Location

Logan, MT

Pocatello, ID

Diesel #2 ULS Price/Gallon Without Taxes and Fees

\$3.0618

OPIS + .05

Diesel #2 ULS TOTAL PRICE

\$3.6777

OPIS + .5559

Product Brand Bid – Diesel

Exxon

Sinclair

Rack Location

Bozeman, MT

Pocatello, ID

Adder Diesel #1 ULS Price Per Gallon

\$0.04

\$0.1350

Adder Diesel Fuel Additive Cold Weather Operation Price Per Gallon

\$0.22

\$0.03

* - Calculation Correction

Bid IF-14-09

Motor Fuels and Lubricants

BIDDER 1) Petroleum Traders Corporation Fort Wayne, IN 2) Conrad & Bischoff Idaho Falls, ID 3) Thomas Petroleum Pocatello, ID 3) Lynch Oil, Inc. Burley, ID

SECTION IV: Fuel Delivered By Tanker Truck

Loads

Gasoline Unleaded Price/Gallon Without Taxes and Fees

2.5835 \$2.3979 OPIS \$2.4425

Gasoline Unleaded TOTAL PRICE

2.8587 \$2.9136 OPIS + .4459 \$2.91321

Product Brand Bid – Gasoline

Sinclair Cenex Sinclair Sinclair

Rack Location

Pocatello, ID Logan, MT Pocatello, ID Bozeman, MT

Diesel #2 ULS Price/Gallon Without Taxes and Fees

3.18 \$3.0618 OPIS \$3.1485

Diesel #2 ULS TOTAL PRICE

3.4454 \$3.6377 OPIS + .5059 \$3.6794

Product Brand Bid – Diesel #2 ULS

Big West Exxon Sinclair Sinclair

Rack Location

Pocatello, ID Bozeman, MT Pocatello, ID Bozeman, MT

Diesel #1 ULS Price/Gallon Without Taxes and Fees

3.6095 \$3.47 OPIS \$3.4785

Diesel #1 ULS TOTAL PRICE

3.41224 \$4.0769 OPIS + .5059 \$3.9544

Product Brand Bid – Diesel #1 ULS

Sinclair Conoco Phillips Sinclair Sinclair

Rack Location

Pocatello, ID Bozeman, MT Pocatello, ID Bozeman, MT

Adder Diesel #1 ULS Price Per Gallon

.25 \$0.04 \$0.1350 \$0.26

Adder Diesel Fuel Additive Cold Weather

Operation Price Per Gallon

.25 \$0.22 \$0.03 \$0.03

Diesel #1 ULS Price/Gallon Without Taxes and Fees – Picked Up Price

No Bid \$3.47 OPIS - .02 \$3.4785

Diesel #1 ULS TOTAL PRICE

\$4.1269 \$4.1269 OPIS - .02 + .5059 \$3.9544

Reasons for Rejection of Bid Items

Item IV

Low Bidder: Petroleum Traders bid invalid for the following reasons:

1. Vendor didn't list the Federal Tax as required in Bid, Section I – A (Page 5).

I. BIDDING REQUIREMENTS:

A. Amount bid will be priced per gallon for fuel picked up by the City. Prices shall include the standard Idaho State Tax and the Federal Excise Tax, all other taxes and fees as required.

2. Vendor bid Cetane rating of 40 which does not meet requirements according to the minimum Cetane rating requirements as stated in Bid, Section V – A1 (page 7).

V. FUEL SPECIFICATIONS: (Continued)

A-1. Acceptable Alternate to specifications of Section V. - A., using a diesel fuel additive to meet the cold weather requirements for Ultra Low Sulfur Diesel #2 Vehicle Fuel.

Diesel Fuel Additive Specifications and Testing:

<i>Property</i>	<i>ASTM Test Method</i>	<i>Specification</i>
<i>Flash Point</i>	<i>D93</i>	<i>125F</i>
<i>Water & Sediment % Max</i>	<i>D1796</i>	<i>0.05</i>
<i>Distillation % Vol. Recovery, F</i>		
<i>90%</i>		<i>640F</i>
<i>End Point</i>		<i>690F</i>
<i>Kin Vis @ 100F est.</i>	<i>D445</i>	<i>1.9 - 4.0</i>
<i>Ash, % Max</i>	<i>D482</i>	<i>0.01</i>
<i>Sulfur, % Max</i>	<i>D2622</i>	<i>0.05</i>
<i>Copper Corrosion</i>	<i>D130</i>	<i>1</i>
<i>Cetane Index, Min.</i>	<i>D4737</i>	<i>45</i>
<i>Carbon Ramsbottom, 10% residue %</i>		<i>0.15</i>
<i>API Gravity @ 60 F</i>	<i>D287</i>	<i>33-37 Max</i>
<i>Lubricity, g. Min.</i>	<i>VV-F-800 E(1)</i>	<i>3300</i>
<i>Accel Stability mg/L, Max</i>	<i>D2274</i>	<i>0.3-10</i>
<i>Detergency - L10 Injector</i>	<i>CRC Rating</i>	<i>7</i>
<i>Depositing Test</i>	<i>% Flow Loss</i>	<i>6</i>
<i>Cold Filter Plug Point (CFPP)</i>		<i>-30F</i>
<i>Pour Point</i>	<i>D97</i>	<i>-50F</i>

3. Vendor did not fill out "FUEL PICKED UP BY CITY TRUCK/LESS THAN TANKER TRUCK LOTS" which is required by all bidders. The City cannot accurately evaluate the bid if portions are missing.



CITY OF IDAHO FALLS

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220

MUNICIPAL SERVICES

February 20, 2014

PHONE: (208) 612-8249
FAX: (208) 612-8148

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **BID IF-14-03 REMOUNTING ONE (1) CITY-OWNED AMBULANCE BODY ON A NEW 2013 DODGE RAM 4500 CAB AND CHASSIS**

Attached for your consideration is the tabulation for above subject bid.

Is the recommendation of Municipal Services and the Fire Department to accept the sole bid of Sawtooth Emergency Vehicles to remount the One (1) City-Owned Ambulance Body on a New 2014 Dodge Ram 4500 Cab and Chassis for a total amount of \$134,246.00.

Respectfully,

A handwritten signature in black ink, appearing to read "Craig Rockwood".

CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch

Attachment

Cc: Mayor
Council
Ellis
Witt
Carlson

City of Idaho Falls

P. O. BOX 50220

IDAHO FALLS, IDAHO 83405

PHONE: (208) 612-8433

Office of Purchasing Agent

Opening Date: February 10, 2014

TABULATION BID IF-14-03

Remounting One (1) Ambulance Body Utilizing
a New 2014 Dodge Ram Cab and Chassis

Bidder

1) Sawtooth Emergency Vehicles
Boise, ID

**Remounting One (1) Ambulance Body
Utilizing a New 2014 Dodge Ram 4500
Cab and Chassis**

Delivery Time

90 Days After Receipt of Cab and Old
Ambulance

Price

\$92,343.00

CITY OF IDAHO FALLS

PO BOX 50220
IDAHO FALLS, ID 83405-0220
Phone 208-612-8433
Fax 208-612-8536

Office of Purchasing Agent

Closing Date: January 30, 2014

TABULATION

14-019/Fire

One (1) New 2014 Dodge Ram 4500 Cab and Chassis

Vendor	1) Ron Sayer's Idaho Falls, ID	2) Stone's Rexburg, ID	2) 20 th Century Blackfoot, ID
Item 1: (1 ea) New 2014 Dodge Ram 4500 Cab and Chassis	\$41,903.00	No Bid	No Bid
	RAM 4500 4 x 4 Standard Cab		
Total	\$41,903.00		



CITY OF IDAHO FALLS

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220

MUNICIPAL SERVICES

PHONE: (208) 612-8249
FAX: (208) 612-8148

February 24, 2014

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Craig Rockwood, Municipal Services Director
SUBJECT: **SOLE SOURCE PURCHASE – TRANSFORMER TEST SET**

Municipal Services respectfully requests authorization to advertise the City's intent to make a sole source purchase following a 14 day period, as per I.C. § 67-2808, and then to issue a purchase order in the amount of \$68,850.00 once the advertisement has been completed. This procurement will be from the manufacturer of the set, Omicron from Houston, Texas.

Respectfully,

A handwritten signature in black ink, appearing to read "C. Rockwood", written over a horizontal line.

CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch



2140 N. Skyline Drive #12
Idaho Falls, ID 83402
Phone: (208) 612-8224
Fax: (208) 612-8517

MEMORANDUM

DATE: February 27, 2014
TO: Honorable Mayor and City Council
FROM: Craig H. Davis, Airport Director
SUBJECT: Farm Lease Agreement between the City of Idaho Falls and Bill Dixon, Jr.

Attached for your consideration is a Farm Lease Agreement between the City of Idaho Falls and Bill Dixon, Jr. Mr. Dixon's current lease on the property will expire March 31, 2014. The Lease term is for three years and includes 90.98 acres located in the west quadrant of the Idaho Falls Regional Airport.

City Attorney, Randy Fife, has prepared and reviewed the lease.

The Airport Division respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said documents.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig H. Davis". The signature is written in a cursive, flowing style.

Craig H. Davis
Airport Director

**FARM LEASE AGREEMENT BETWEEN
CITY OF IDAHO FALLS, IDAHO AND BILL DIXON, JR.**

THIS FARM LEASE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO, AND BILL DIXON, JR., (hereinafter "Farm Lease"), is made this _____ day of March, 2014, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "LESSOR"), P.O. Box 50220, Idaho Falls, Idaho 83405, and BILL DIXON, JR. (hereinafter "LESSEE"), 1766 W. 33 N., Idaho Falls, Idaho 83402.

WITNESSETH

In consideration of the covenants, conditions and terms set forth herein, the parties agree as follows:

1. Premises. LESSOR hereby leases to LESSEE a tract of land on Idaho Falls Regional Airport. The property leased to LESSEE is described in Exhibit "A," which is attached hereto and made a part hereof to this Farm Lease.
2. Term. The term of this Farm Lease is for three (3) years, commencing on April 1, 2014 and ending on March 31, 2017.
3. Rent. During the term this Farm Lease, LESSEE shall pay LESSOR Four Thousand Four Hundred Twenty-Two Dollars Eighty Cents (\$4,422.80) annually, commencing on November and continuing on each anniversary thereafter during the term hereof, unless acreage is adjusted.
4. Farm. LESSEE covenants to farm said premises in a farmer-like manner, and to raise the greatest amount of grain and other crops thereon the nature of the soil and season will permit, and further agrees to break up and improve as much of the waste land as may be in condition to plow.
5. Soil. LESSEE shall fertilize the soil as needed to prevent depletion of soil fertility. LESSEE further agrees not to burn any straw or stubble on said premises.
6. Maintenance. LESSEE shall preserve and keep the fruit and ornamental trees, vines and shrubbery that are now on or may be planted upon the premises from injury by plowing or from cattle, or any other stock, and burrs, and shall also keep all necessary ditches and drains plowed and cleaned out during the continuance of this Farm Lease.
7. Repairs. LESSEE shall keep said premises, including the hedges and fences, in proper repair.

8. Attorney Fees. LESSEE also agrees to pay and discharge all costs and attorney fees, or any expense that shall arise from enforcing any of the covenants of this Farm Lease by LESSOR.

9. Irrigation Ditches. It is further agreed that LESSEE shall, without charge, repair and keep in repair during the term of this Farm Lease, all the irrigation ditches and laterals serving the above-described premises in any manner, whether the said ditches or laterals are on the premises or elsewhere. LESSEE will not permit the water to break out from said ditches or laterals, and LESSEE will not allow any damage to result to the public or private individuals by breaking out of said ditches or laterals. Should such break occur or damages result, LESSEE agrees to reimburse LESSOR for any sum it may be required to pay in connection therewith.

10. Weeds. LESSEE shall be diligent in controlling and preventing the growth of noxious weeds on the leased premises.

11. Default. Time, as well as strict and faithful performance of each and every covenant and condition of this Farm Lease, is expressly made the essence of this Farm Lease. If LESSEE defaults in the payment of any part of the rent when the same shall become due, files a bankruptcy proceeding or has an involuntary bankruptcy proceeding commenced against it, enters into a composition with creditors, or fails to keep, perform, or observe any of the covenants or agreements contained herein, and such default shall remain so for a period of fifteen (15) days after written notice shall have been given by certified mail to LESSEE, LESSOR may declare this Farm Lease forfeited and re-enter the leased premises and again possess and enjoy the same. The effect of such default for a period of fifteen (15) days shall, at the election of LESSOR, constitute forfeiture and termination of this Farm Lease, and if LESSEE fails to surrender possession of the leased property thereafter to LESSOR, and LESSEE shall be deemed guilty of an unlawful and forcible detention of the premises. If this Farm Lease is terminated, as provided above, by breach by LESSEE of any covenants and agreements contained herein or if LESSEE should abandon or vacate the leased premises, LESSEE agrees to pay all reasonable expenses incurred by LESSOR in obtaining possession of the premises, including but not limited to, all court costs and reasonable attorney fees. In the event of any breach or abandonment of the leased premises, LESSEE agrees to pay for the remainder of the canceled term to LESSOR, the difference between the amount to be paid as rent stated herein and the amount of rent that is collected and received upon the leased premises for such months during the residue of the term of this Farm Lease or any renewal thereof remaining after the taking of possession by LESSOR. In the event of such re-entry of forfeiture of this Farm Lease, LESSOR agrees to use its best efforts to re-rent the premises within a reasonable time thereafter. The remedies set forth herein shall be considered optional remedies and not a waiver of any right of remedy that LESSOR would otherwise have at law or in equity to enforce performance of this Farm Lease or to recover damages for breach thereof.

12. Termination for Convenience of LESSOR. LESSOR reserves the right to terminate all or any portion of this Farm Lease at any time, by giving written notice to LESSEE at LESSEE's last known address. In such event, LESSOR will reimburse LESSEE for all costs expended by LESSEE, including a reasonable value for any labor by LESSEE, or his employees associated with the preparation, planting or cultivation of crops upon that portion of the demised premises for which such right of termination is exercised. Such reimbursement shall be due within thirty (30) days after the submission of an itemized invoice by LESSEE, setting forth an itemized breakdown of such costs and providing copies of all invoices, statements or other appropriate written documentation of all costs and expenditures for which Lessee seeks reimbursement.

13. Notices. All notices required to be given to LESSOR by this Farm Lease shall be sent certified mail to the Director of Aviation, Idaho Falls Regional Airport, 2140 North Skyline Drive, #12, Idaho Falls, Idaho 83402. All notices sent to LESSEE will be sent certified mail to the LESSEE's last known address.

14. Indemnification. LESSEE shall indemnify, defend, and hold CITY harmless from any and all claims arising from LESSEE's use of the Premises or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by LESSEE in the demised premises and shall further indemnify, defend, and hold CITY harmless from and against any and all claims arising from any breach or default in the performance of any obligations on LESSEE's part to be performed under the provisions of this LEASE AGREEMENT or arising from any negligence of LESSEE or any of its agents, contractors, employees, or invitees and from any and all costs, reasonable attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. LESSEE hereby assumes all risk of damage to property or injury to persons in the demised premises from any cause, and LESSEE hereby waives all claims in respect thereof against CITY, excepting where said damage or injury arises out of: (a) negligence or willful misconduct of CITY or any of its agents, contractors, employees or invitees; or (b) CITY's breach of this LEASE AGREEMENT. CITY shall indemnify, defend, and hold LESSEE harmless from any and all claims arising from any damage to property or injury to persons caused by any negligence or willful misconduct of CITY or any of its agents, contractors, employees or invitees (except for LESSEE) in, on, or about the building of which the demised premises are a part and shall further indemnify, defend, and hold LESSEE harmless from and against any and all claims arising from any breach or default in the performance of any obligations on CITY's part to be performed under the provisions of this LEASE AGREEMENT and from any and all costs, reasonable attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Neither party shall be liable in any event for incidental or consequential damages to the other by reason of any default hereunder. The provisions of this Section 18 shall survive the expiration or earlier termination of this LEASE AGREEMENT arising in connection with any event occurring prior to such expiration or termination.

15. Prohibitions. LESSEE agrees not to let cattle graze or roam on said premises; agrees

that no building shall be erected or installed on said premises; and agrees to do no act that will interfere with the operation or control of the Idaho Falls Regional Airport. LESSEE agrees to conform with all City, State, and Federal regulations governing the use of said Airport.

16. Deliver Possession. LESSEE further agrees with LESSOR that at the expiration of the term of this Farm Lease, he will yield up possession to LESSOR without further demand or notice, and in as good order and condition as when the same was entered upon by LESSEE. Loss by fire or inevitable accident and ordinary wear excepted.

17. Waste, Improvements, Alterations. LESSEE further agrees not to allow or suffer any waste on said premises, or lease, or underlet, or permit any person or persons to occupy or improve same or make or suffer to be made any alteration therein, except with the approval of the Lessor hereto in writing having been first obtained.

18. Discrimination. LESSEE shall not discriminate on the grounds of race, creed, color or national origin or permit discrimination against any person or persons in any manner prohibited by federal or state law.

19. Emergency. During time of war or national emergency, LESSOR shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this Farm Lease, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

20. Right of Flight. There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

21. Entire Agreement. This Farm Lease, along with Exhibit "A" attached hereto, constitute the entire Agreement between the parties and may only be amended by written mutual agreement.

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

ATTEST:

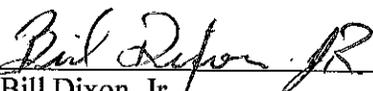
LESSOR:
CITY OF IDAHO FALLS

Rosemarie Anderson, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

LESSEE:

BILL DIXON, JR.

By  _____
Bill Dixon, Jr.

APPROVED AS TO FORM:

Randall D. Fife
City Attorney

Craig Davis
Airport Manager

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2014, 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)

STATE OF IDAHO)
) ss:
County of Bonneville)

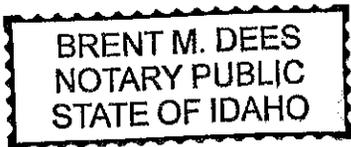
On this 18 day of FEBRUARY, 2014, before me, the undersigned, a notary public, in and for said State, personally appeared Bill Dixon, Jr., known or identified to me to be person whose name is subscribed to the within instrument and acknowledged to me that he executed the same on his own behalf.

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: 2140 N. Sky Line Dr
My Commission Expires: 2-1-2016

(Seal)



CITY OF IDAHO FALLS

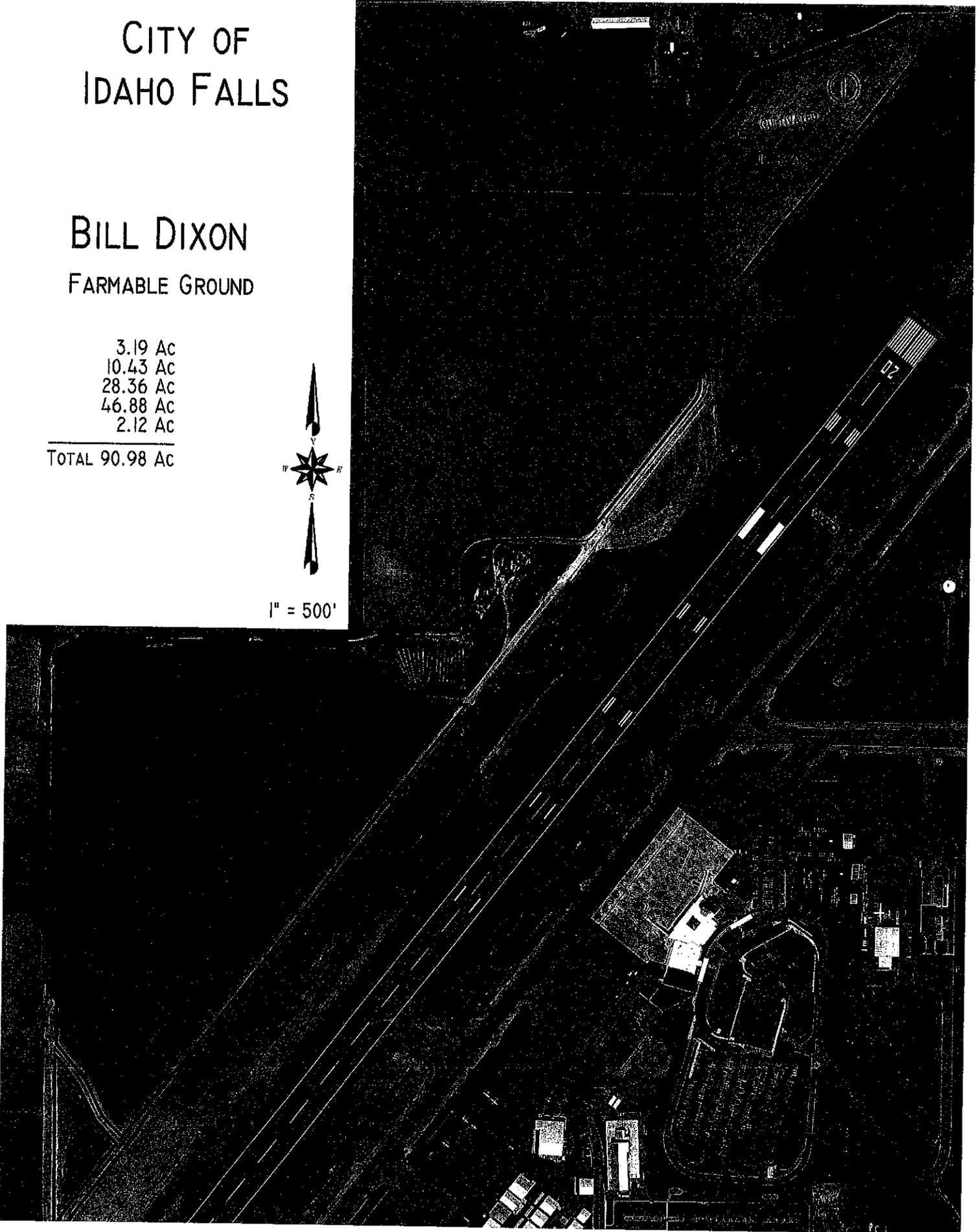
BILL DIXON FARMABLE GROUND

3.19 Ac
10.43 Ac
28.36 Ac
46.88 Ac
2.12 Ac

TOTAL 90.98 AC



1" = 500'





2140 N. Skyline Drive #12
Idaho Falls, ID 83402
Phone: (208) 612-8224
Fax: (208) 612-8517

MEMORANDUM

DATE: February 27, 2014
TO: Honorable Mayor and City Council
FROM: Craig H. Davis, Airport Director
SUBJECT: Concession Lease Agreement between the City of Idaho Falls and Kathryn Anderson

Attached for your consideration is a Concession Lease Agreement between the City of Idaho Falls and Kathryn Anderson. Kathryn Anderson's current lease will expire on February 28, 2014. The Lease term is for four years and will provide for the continued operation of the coffee shop, gift shop, restaurant and lounge at the Idaho Falls Regional Airport.

City Attorney, Randy Fife, has prepared and reviewed the lease.

The Airport Division respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said documents.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Craig H. Davis', is written over a horizontal line.

Craig H. Davis
Airport Director

**CONCESSION LEASE AGREEMENT BETWEEN
CITY OF IDAHO FALLS, IDAHO AND KATHRYN ANDERSON**

THIS CONCESSION LEASE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND KATHRYN ANDERSON (hereinafter "Concession Lease Agreement"), is made this _____ day of March, 2014, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "CITY"), P.O. Box 50220, Idaho Falls, Idaho 83405, and KATHRYN ANDERSON (hereinafter "LESSEE"), 2140 N. Skyline Drive #6, Idaho Falls, Idaho 83402.

WITNESSETH:

In consideration of the covenants, conditions and terms set forth herein, the parties agree as follows:

1. Premises. CITY hereby leases to LESSEE all of that certain personal property described in Exhibit "A" attached hereto, together with the premises and facilities in the airport terminal building at the Idaho Falls Regional Airport known as the coffee shop, restaurant, gift shop and lounge, located as shown on Exhibit "B" attached hereto.

2. Term. The term of this Concession Lease Agreement shall commence on March 1, 2014, and shall terminate on February 28, 2018, provided further that LESSEE shall have the option to renew this Concession Lease Agreement for a one (1) five (5) year term upon the same terms and conditions set forth herein. In the event LESSEE desires to exercise such option, it shall do so by first giving written notice to CITY, at least sixty (60) days prior to the expiration of the term hereof, of its intention to exercise said option.

3. Rental.

A. The rent for such premises, facilities and personal property shall be as follows:

1. Except as set forth below, LESSEE shall pay rent of three percent (3%) of gross weekly receipts from the restaurant, coffee shop, vending machines, game machines, long distance phone card sales, and airline catering. LESSEE shall also pay four percent (4%) of weekly gross revenues from the sale of liquor, wine and beer.

B. The term "gross receipts" for the purposes of computing the rental set forth above shall include all revenue or income from any source derived from the operation of the gift shop, restaurant, coffee shop, lounge, bar or any other activity conducted upon the premises leased hereby, excluding therefrom any sales taxes collected by LESSEE.

C. All rentals shall be paid monthly by money order, certified check, or company check at the office of the Director of Aviation. LESSEE shall provide and deliver to the Director of Aviation, simultaneously with the payment of said rental, an itemized statement of LESSEE's monthly gross receipts.

D. If LESSEE fails to pay by the 10th day of each month any portion of the rentals described above, then CITY may impose a delinquency charge of one and one-half percent (1½%) per month on the amount of unpaid rental. Any subsequent payment by LESSEE shall be applied first to any accrued delinquency charge and then to the unpaid rental. Imposition of this delinquency charge, or acceptance thereof by CITY, shall not excuse LESSEE from its obligation to make timely rental payments or be deemed a waiver of CITY's rights with respect thereto.

4. Financial Records. LESSEE shall maintain complete and accurate financial records of all gross receipts and disbursements related to the restaurant and bar as well as all other business conducted upon the premises, including sales taxes collected. Gross receipts and disbursements shall be classified in the following categories, namely:

- A. Lounge and bar.
- B. Restaurant dining room and coffee shop.
- C. Airline in-flight catering.
- D. Gift Shop
- E. Vending machines
- F. Long distance phone card sales
- G. Game Machines

LESSEE agrees to permit CITY to inspect and/or audit LESSEE's financial records upon reasonable notice to LESSEE. LESSEE agrees to keep all records in accordance with standard accounting and bookkeeping practices. Any financial statements or materials excluding only LESSEE's monthly reports of gross receipts, which reflect the financial condition (the "financial information,) of LESSEE as a business or as operator of the premises and rights described herein shall constitute the proprietary, confidential material of LESSEE, and shall not be disclosed to the public, to the fullest extent permitted by law.

5. Hours of Operation. LESSEE agrees to keep the restaurant open and to furnish food and service to the public in accordance with regular hours established by LESSEE every day except holidays and Sundays, provided such hours of operation are first approved by CITY. LESSEE agrees to provide food and service upon request of the Director of Aviation at times other than the above hours to meet emergency situations.

6. Beer and Liquor Licenses. LESSEE agrees to keep in full force and effect at its own expense all state, county and city licenses for retail sale of liquor by the drink, wine and beer at the premises. LESSEE further agrees to comply with all statutes, laws, ordinances and

regulations commencing the sale, delivery or dispensing of alcoholic beverages. LESSEE acknowledges that pursuant to Idaho Code § 23-903, all such licenses are issued solely for use upon the premises and LESSEE may not sell, transfer, assign or otherwise convey such licenses for use at any other premises located outside the airport terminal building.

7. Exclusive Rights. Except as otherwise agreed hereinbelow, LESSEE shall have the exclusive right to sell, dispense or otherwise engage in the business of selling or dispensing all food and beverages, including alcoholic beverages within the airport terminal building and the exclusive right to conduct airline in-flight catering activities at the airport terminal building. "Terminal building," as used herein shall mean the airport, passenger terminal facility now existing, or as hereafter remodeled, renovated, expanded or relocated, or any new or additional structures for passengers enplaning and deplaning aircraft at the Idaho Falls Regional Airport. LESSEE shall have no right to sell, provide or otherwise dispense food or beverages beyond the Airport Terminal Building without express written approval from the Director of Aviation.

CITY reserves the right to allow a party other than, and/or in addition to, LESSEE, to operate a coffee/beverage service (without food items) at the Idaho Falls Regional Airport. LESSEE shall have a right of first refusal to provide any such services.

8. Utilities. LESSEE shall pay all monthly charges for electricity and other utility services to the premises except as otherwise agreed hereinbelow. CITY shall provide at its own expense all gas, water, sewer, sanitary refuse service and all space heating and air conditioning required for the premises. LESSEE, at its' own expense, shall provide all janitorial and cleaning services for the premises.

9. Health or Regulatory Authorities. LESSEE agrees to conduct its business at all times in accordance with all laws, ordinances, regulations and standards approved by the duly-constituted health or other regulatory authorities having jurisdiction over LESSEE and/or the premises.

10. Compliance With Law. LESSEE agrees not to knowingly violate any federal or state law or regulation or any county, city or other local ordinance or regulation governing the operation of the restaurant or bar business or other activities conducted upon the premises.

11. Ingress and Egress. LESSEE, and its employees and customers, shall have in common with the public and existing and future tenants of CITY, the full right of the ingress and egress to and from the premises over, across and within the airport terminal building and the parking lots, driveways and sidewalks appurtenant thereto. Notwithstanding the foregoing, LESSEE, its employees and customers, shall have no right to use any of the parking facilities at the airport terminal building except as may be agreed to and approved by Standard Parking, or its successors or assigns. All rights and privileges granted herein shall be

subject to all rules, regulations and restrictions generally promulgated by the Director of Aviation and the Federal Aviation Administration.

12. Maintenance of Premises. Except as otherwise provided in this Concession Lease Agreement, LESSEE agrees to maintain the premises and leased equipment in a clean, attractive, orderly, workable and sanitary condition at all times, and to repair and restore any property of CITY destroyed or damaged by conduct of LESSEE, its agents, employees or invitees. LESSEE shall not be responsible for damage to CITY's property caused by the elements, acts of God, the public enemy, or other forces of nature. CITY agrees to maintain at its' own expense, the roof, exterior walls, exterior glass and any water or sewer lines or electrical equipment and facilities beyond the boundaries of the premises. At the discretion of the Director of Aviation, CITY may replace any aging equipment that is found to be non-repairable.

13. Maintenance of Sidewalks. CITY agrees at its own expense to remove in a timely and reasonable manner snow and/or ice from sidewalks and parking areas used in connection with the premises. Nothing herein shall be construed to impose any duty upon CITY greater than the duty, if any, otherwise imposed by law upon operators of public facilities.

14. Inspection of Premises. CITY shall have the right to inspect, or to cause to be inspected, said premises at all reasonable times.

15. Habitability of Premises. In the event any portion of the premises described in Exhibit "B" is rendered totally unfit for use by LESSEE or other casualty not caused by LESSEE, the rent reserved herein shall be suspended or abated on such portion until the premises shall have been put in proper condition for use herein contemplated, but if the premises cannot be so restored within ninety (90) days, either party may terminate this Concession Lease Agreement by giving the other written notice of termination.

16. Termination by LESSEE. This Concession Lease Agreement may be terminated by LESSEE upon the happening of any one of the following events, namely:

- A. The permanent abandonment of the airport as an airline terminal.
- B. The lawful assumption by the United States government, or any authorized agency thereof, of the operation, control, or use of the airport, or any substantial part thereof, in such manner, as substantially restricts LESSEE's operation for a period of at least ninety (90) days.
- C. Issuance by a court of competent jurisdiction of an injunction against CITY which prevents or restrains the use or operation of the airport by CITY or which

prevents or restrains LESSEE's use of the premises, and which injunction remains in force for a period of at least ninety (90) days.

D. The default by CITY in the performance of any covenant or agreement herein required to be performed by CITY and the failure of CITY to remedy such default for a period of thirty (30) days after receipt from LESSEE of written notice to remedy the same.

E. LESSEE may terminate this Concession Lease Agreement for any reason upon thirty (30) days written notice to the CITY.

17. Termination by CITY. This Concession Lease Agreement may be terminated by CITY upon the happening of any one of the following events, namely:

A. Failure of LESSEE to pay the whole or any part of the rentals, charges, or license fees set forth herein after the same are due and after fifteen (15) days written notice of delinquency has been delivered to LESSEE.

B. The making by LESSEE of an assignment for the benefit of creditors, the filing of any person of a petition for involuntary bankruptcy against LESSEE or the filing by LESSEE of a voluntary petition in bankruptcy.

C. The violation by LESSEE of any law, regulation or ordinance by LESSEE while using the premises.

D. LESSEE's abandonment of the premises or any substantial portion thereof. "Abandonment" for the purposes hereof shall be the failure of LESSEE to keep the restaurant open for business for the hours contemplated herein for a period of more than two (2) consecutive days for any reason other *than force majeure*.

E. Default in the performance of any other covenant or condition set forth in this Concession Lease Agreement and not otherwise set forth above, and failure to remedy such default within thirty (30) days after written notice of such default has been delivered to LESSEE in the manner set forth in Paragraph 29 below.

18. Worker's Compensation Insurance. LESSEE agrees to procure and keep in force worker's compensation and/or liability insurance in the amounts required by the laws of Idaho. LESSEE shall provide CITY proof of said insurance within thirty (30) days from the date hereof.

19. Indemnification and Liability Insurance. LESSEE agrees to indemnify and hold harmless CITY from any and all claims, expenses, damages, liabilities or costs arising

from any intentional act or omission, negligent act or omission, or other fault of LESSEE or its agents or employees; and LESSEE agrees to procure and maintain a policy of public

liability insurance from a reputable insurance company licensed to do business in the State of Idaho, insuring LESSEE and CITY against loss by reason of any such occurrence in or upon said premises in an amount of not less than the greater of (i) Five Hundred Thousand Dollars (\$500,000) single limit liability for personal injury and property damage or (ii) the amount set forth in Idaho Code § 6-924 as currently in force and subsequently amended, whichever is greater. LESSEE agrees to provide CITY proof of said insurance within thirty (30) days from the date hereof and further agrees to obtain an endorsement on said insurance requiring that said insurance may not be terminated except upon thirty (30) days written notice delivered to CITY.

20. Fire Insurance. LESSEE, at its own expense, shall obtain and maintain fire and hazard insurance in an amount sufficient to cover the full replacement value of all personal property listed on Exhibit "A" attached to this Concession Lease Agreement. LESSEE and CITY shall be named insured under this policy. LESSEE shall obtain an endorsement on this policy of insurance providing that this insurance may not be canceled, terminated or its amount reduced except upon thirty (30) days prior written notice to CITY. LESSEE shall furnish CITY with a certificate evidencing such insurance within twenty-four (24) hours after the execution of this Concession Lease Agreement.

21. Disclaimer of Warranties. CITY makes no warranties of merchantability or fitness for any particular purpose or any other warranty of any kind or nature, express or implied, with regard to the personal property leased hereby.

22. Quiet and Peaceful Possession. CITY hereby covenants that, for so long as LESSEE is not in default under this Concession Lease Agreement, LESSEE shall have and enjoy the quiet and peaceful possession of the premises and the personal property and CITY shall save, hold harmless and defend LESSEE from and against the claims of any and all persons claiming by, through or under CITY, with respect to LESSEE's right to the quiet and peaceful possession of the premises and equipment subject thereto.

23. Remodeling and Trade Fixtures. LESSEE shall make no alterations, changes, modifications or remodeling to the premises or fixtures without the express consent of the Airport Director, whose consent shall not be unreasonably withheld. Any trade fixtures owned by LESSEE and installed with CITY's consent may be removed at the termination of this Concession Lease Agreement, provided that LESSEE shall repair any damage caused by the removal of the same.

24. Maintenance of Equipment. Except as otherwise provided in this Concession Lease Agreement, LESSEE shall maintain the premises and personal property leased hereby in a good, workable condition and shall return the same at the termination of this Concession Lease Agreement, or the termination of any new or renewed Concession Lease Agreement, in as sound

a condition as it now is, normal wear, tear and depreciation excepted. LESSEE shall maintain all mechanical equipment in accordance with manufacturer's recommendations.

25. Restrictions on Use of the Premises. LESSEE, its agents and employees agree not to engage in or permit loud and boisterous, abusive or profane language or obscene conduct, or unlawful conduct or activity on the premises. The premises and the leased equipment shall be used solely for the conduct of a restaurant, lounge and coffee shop, and no other use shall be permitted without the express written consent of the Director of Aviation.

26. Discriminatory Practices.

A. LESSEE shall not discriminate or permit discrimination against any person or class of persons by reason of race, sex, color, creed or national origin in any manner prohibited by Part 21 of the Federal Aviation Regulations or any amendments thereto.

B. LESSEE shall furnish its accommodations and/or services on a fair and equal basis to all users thereof and shall charge fair and reasonable prices for each unit of service; provided that LESSEE may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

C. LESSEE shall make its accommodations and/or services available to the public on fair and reasonable terms without discrimination on the basis of race, sex, creed, color or national origin.

D. Non-compliance with provisions A, B or C above shall constitute a material breach of this Lease, and in the event of such non-compliance, CITY shall have the right to terminate this Concession Lease Agreement and the estate hereby created without liability therefor, or at the election of CITY or the United States, either or both said governments shall have the right to seek specific performance of said provisions A, B and C.

27. Quality of Service. LESSEE agrees to sell all food, beverages, and other services at fair and reasonable prices and agrees to cook, prepare, serve and sell said commodities in a sanitary and expeditious manner.

28. Assignment. This Concession Lease Agreement, and any of the rights or privileges arising therefrom, shall not be assigned, sold, conveyed or subleased to any other person without the prior written consent of CITY, which consent shall not be unreasonably withheld. Such consent shall not be construed as any waiver or release of LESSEE from the covenants and obligations set forth herein.

29. Notices. All notices required or permitted to be given pursuant to the terms of this Lease shall be deemed to have been delivered upon deposit thereof in the U.S. Mail, postage prepaid, certified mail, return receipt requested, at the following addresses:

Idaho Falls Regional Airport
2140 N. Skyline Drive, #12
Idaho Falls, Idaho 83402

Kathryn Anderson
2140 N. Skyline Drive, #7
Idaho Falls, Idaho 83402

30. Complete Agreement. This Concession Lease Agreement shall constitute the complete and final agreement of the parties and the parties agree that all prior representations, negotiations or statements not expressly set forth herein shall be binding upon the parties. The parties further agree that any modification to the terms hereof shall not be effective unless expressly set forth in writing signed by the parties.

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

ATTEST:

“CITY”
CITY OF IDAHO FALLS

Rosemarie Anderson, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

“LESSEE”
KATHRYN ANDERSON

By 
Kathryn Anderson

APPROVED AS TO FORM:

Randall D. Fife
City Attorney

Craig Davis
Airport Director

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2014, 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)

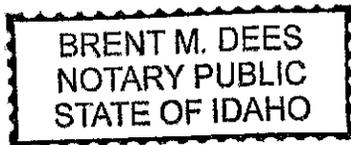
STATE OF IDAHO)
) ss:
County of Bonneville)

On this 24th day of February, 2014, before me, the undersigned, a notary public, in and for said State, personally appeared Kathryn Anderson, known or identified to me to be person whose name is subscribed to the within instrument and acknowledged to me that she executed the same on her own behalf.

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: Idaho Falls, Idaho
My Commission Expires: Feb 1 2016



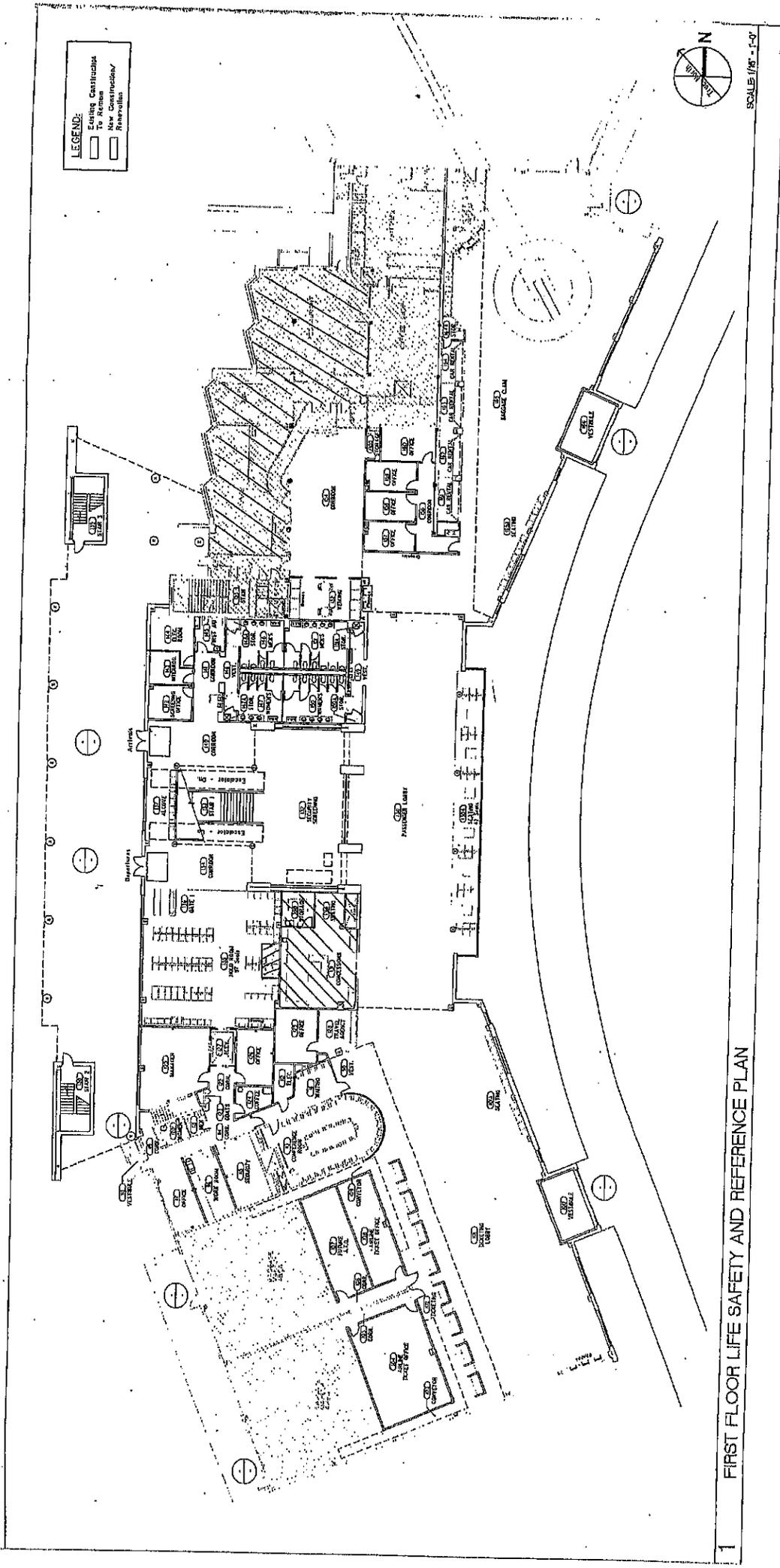
(Seal)

EXHIBIT "A"
CONCESSION LEASE AGREEMENT BETWEEN
CITY OF IDAHO FALLS, IDAHO AND KATHRYN ANDERSON

Description	Make	Serial Number
Bar-Mobile w/2 Elctmic Dspnrs	EDI-REDI	2285 /Dspnsr 8151 & 1697
Salad BarCover		
Cab/Cntr-Salad Bar		
Counter-Bar	Custom Built	
Cabinet-Glass & Bottle Storg/Bar	Custom Built	
Cabinet-Work Srvc Area C shp	Custom Built	
Counter-Coffee Shop	Custom Built	
Counter-Cashier's Stn	Custom Built	
Cabinet-Srvc Stn Dining Room	Custom Built	
Counter Top-Back Bar-Lng	Custom Built	
Cabinet-Wall/Coffee Shop	Custom Built	
Closet Linen/Coffee Sh	Custom Built	
Cabinet-Hard Liquor/Bar	Custom Built.	
Cart-Rack Dolly	Crescor	
Cart-Bus	Bloomfield	
Catt-Caddy Silverware-!0 Comps	CaddyCord	
Asstd.Chair-w/a Upholst-Rum Clr, Total 90	Noble	
Dishwasher-3 Phase/208 Volt - Bar	Hobart	23-023-914
Food Prep-Wrk Tbl w/Drwr & B ins	Aero hot	
Food Svc-Frig w/2 Drw&WI&IDr/	Delfield Mark V	
Freezer-MW N 2Dr w/Drhtr/Kchn	Nor-Lake	7912455 /Job# 92110
Fryer-Deep Fat (Gas)	Wolfe	1134
Disposal W/Cntrl Panel/S Kchn	N Sink Erator	108420
Disposal W/Cntrl Panel/No Kchn	N Sink Erator	108419
Griddle (Gas)	Champion	
6 Burner-Counter Top	Rankin	
Ice Machine w/Bin Cubes/Kitchn	Ice-O-Matic	
Mixer-Stnd Floor Mntd/Ktchn	Hobart	95791443
Broiler/Natural Gas	Tecumeh	1211-83B
Refrig-Unit Blt In-2 Drwrs-	Delfield	45407

Frig-Frzr 1Dr&3Drwr Dual Temp Frig-Gamish-Dr&4 Bins	Victory Delfield	8016V33 4642
Refrigerated-Cabinet- Wine-2 Tap	Perlick	210600
Refrigerated-Cabinet- Wine-2 Tap	Perlick	210600
Refrigerated-Cabinet-BeerTap	Superior	
Refrigerated Base/Low Type Shelf-Db! Pass Thru Cook	Tecumseh Custom Built	86-481853
Shelf-Db!Mntd N WI Ktchn	Amco	
Shelf-Db!So WI Mntd Ktchn	Amco	
Shelf-Db!/W WI Mntd Ktchn	Amco	
Shelf-Db!/W WI Mntd Ktchn	Amco	
Shelf-Db!Mntd Over Ranges	Amco	
Shelf-Db!Mntd Hot Tbl Cook	Amco	
Rack Various, 11 Ea (Includes Racks in Walk-ins)		
Shelf-Slant Rack Mnt NWI Ktch Shelf-Slant Rack Mnt Nwi:Ktch		
Racks-Glass Set of 6-Bar Area	Custom Built	
Sink-2 W/Drainboards/N W Kchn		
Sink-Dump w/Storage Cab Bar:	Perlick Perlick	
Sink-Dump&Xtra Dm&Storage Cab	Custom Built	
Sink-Hand Wash & Mixer Stn!Bar		
Stool-Bar, 22 Ea 10 Rest. – 20 Bar		
2 Table-Round 42" high boys Lounge		
Table Banquet Fold 8', 2 Ea		
Table-square 17Ea 4-Bar 8-Rest.		
Table-round 19Ea 12-Bar 11Rest.		
Vent-Fltr Hood Systm/Oven-Kchn		
Vent-Vapor Hood/Ovr Dshwshr-K	Econovent	
Vent/Hood-Contrl&Flre System/Ck	Custom Built	VI2221
Giftshop		
Cabinet-Coffee srvc	Custom built	
Refrigerator	Frigidaire	
Sink-w/Dirty & Clean Dish Tbls	<i>Upstrs</i>	

EXHIBIT B



1 FIRST FLOOR LIFE SAFETY AND REFERENCE PLAN



2140 N. Skyline Drive #12
Idaho Falls, ID 83402
Phone: (208) 612-8224
Fax: (208) 612-8517

MEMORANDUM

DATE: February 27, 2014
TO: Honorable Mayor and City Council
FROM: Craig H. Davis, Airport Director
SUBJECT: 2014 Annual Loan Agreement with the United States Air Force for F86L Aircraft Display

Attached for your consideration is the 2014 Annual Loan Renewal Package from the National Museum of the United States Air Force (NMUSAF) Static Display Program for the loaned property of the F86L Aircraft located at the Idaho Falls Regional Airport.

The Airport Division respectfully requests approval and authorization for the Mayor to sign and execute said documents.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig H. Davis", with a long horizontal flourish extending to the right.

Craig H. Davis
Airport Director

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
STATIC DISPLAY PROGRAM**

2014 LOAN AGREEMENT, SDA0088

1.0. Parties. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective as of 1 April 2014 between the United States of America, or, "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," and the CITY OF IDAHO FALLS hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of ID and located at IDAHO FALLS. The Government hereby establishes with the Borrower a loan agreement for U.S. Air Force (USAF) historical property for the period commencing 1 April 2014 and ending 31 March 2015. This agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses incident to the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. Use as Security, Sale or Lease. The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend, or exchange the Property under any circumstances.

6.0. Professional Photography. The Borrower shall not make or allow the use of the Property in any manner for commercial use, such as still or motion video production, without prior written approval from the Lender. Casual photography or motion video created by visitors for personal or non-promotional use is permitted.

7.0. Incident Reporting. The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. Title. The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain in the Lender at all times.

9.0. Receipt, Custody & Liability.

~~9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2014.~~

~~9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).~~

~~9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.~~

~~9.4. The Borrower agrees that the FRV of the Property is as identified in the inventory report and waives any right to contest the FRV in any legal proceeding. In the event any item of historical property does not have an FRV identified in the inventory report, the FRV shall be determined at the sole discretion of the NMUSAF.~~

~~9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.~~

~~9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.~~

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property.

10.2. The Borrower agrees to report as requested to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (i.e. SD-2000-0136.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to insure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property. The image name must be the accession number for that item (i.e. SD-2000-0136.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to insure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish a copy of the most recent annual financial statements to include revenue and expense reporting and a projected budget for the next operating year.

12.3. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.4. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature), Serial No. , but painted and marked to depict (nomenclature), Serial No. , assigned to the (unit and/or person) in (location or theater) during (year)."

13.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the model, design and series (i.e. F-100C or F-4C) along with the original serial number will be stenciled in two-inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components.

14.1. Completion of Section 2 of Air Force Form 3580, (USAF Museum Aerospace Vehicle Static Display Acceptance Condition and Safety Certificate), or comparable certification indicating that a complete radioactive material survey has been accomplished shall be included in the official file.

14.2. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if radioactive items are determined to have been installed or reinstalled during later inspections, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. **The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property.** Repossession of all or any part of the Property by the Lender shall be made at no cost or expense to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation and other costs or charges attributable to such repossession.

15.2. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.3. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property.

15.4. The Lender reserves the right not to renew this Agreement, in all or part, and to recall the Property if required by the Lender to meet the requirements of the NMUSAF, Wright-Patterson AFB, OH or for military requirements. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with Federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will have exclusive jurisdiction over such disputes.

Executed on behalf of the Lender this Twenty-Fifth Day of January, 2014 at Wright-Patterson AFB OH.

UNITED STATES OF AMERICA



By: PATRICIA A. OCHS
Title: Static Display Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUX
1100 Spaatz St
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-4770 Fax Number: (937) 656-4340

Email: patricia.ochs@us.af.mil

ACCEPTANCE

~~The Borrower, through its authorized representative hereby accepts responsibility of the loaned property subject to the terms and conditions contained in the Loan Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.~~

Executed on behalf of the Borrower this _____ day of _____ 2014,

CITY OF IDAHO FALLS, ID
(Name of Borrower/Organization)

By: _____
(Signature)

Rebecca L. Noah Casper

(Typed or Printed Name & Title)

Address: P.O. Box 50220

Idaho Falls ID 83405

Telephone: 208-612-8235 Fax Number: 208-612-8560

Email: R.Casper@idahofallsidaho.gov

NATIONAL MUSEUM of the U.S. AIR FORCE
RCS: HAF-HO(A) 8801 INVENTORY REPORT
Loan Account Number SDA0088

23-Jan-14

ACCESSION #	NOMENCLATURE	Value
SD-2000-0236	AIRCRAFT, F-86L, 53-1022	\$10,000

I certify that the above listed items shown on Pages 1 through 1
have been accounted for with any discrepancies so noted.

Signature: _____

(Historical Property Custodian)

(Date)

Rebecca L. Noah Casper

Typed or Printed Name

Mayor, City of Idaho Falls, Idaho

Typed or Printed Title



City of Idaho Falls

PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: February 25, 2014

Subject: **PROFESSIONAL ENGINEERING SERVICES AGREEMENT–WATER SYSTEM FACILITY PLAN**

Attached is a proposed Professional Engineering Services Agreement with Murray Smith and Associates, Inc., for a not-to-exceed amount of \$264,971.00. This agreement is for conducting a Facility Plan for the Water Department that will include a five-year rate study. The City Attorney has reviewed the proposed agreement.

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

Respectfully,

A handwritten signature in black ink that reads "Chris H Fredericksen".

Chris H Fredericksen, P. E.
Public Works Director

CF;jk

c: Mayor
Council
Richards

0-00-00-0-WTR-2014-13

2014-10

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN CITY OF IDAHO FALLS, IDAHO AND
MURRAY, SMITH & ASSOCIATES, INC.**

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY OF IDAHO FALLS, IDAHO AND MURRAY, SMITH & ASSOCIATES, INC. (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2014, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and MURRAY, SMITH & ASSOCIATES, INC., an Oregon corporation doing business in the State of Idaho, whose address is 121 SW Salmon Street, Ste. 900, Portland, Oregon 97204 (hereinafter "MSA").

W I T N E S S E T H:

WHEREAS, CITY desires a consultation related to the development of a Water Facility Plan (hereinafter "WFP" or "PROJECT"); and

WHEREAS, CITY Public Works Division has selected MSA to complete the Scope of Work identified herein; and

WHEREAS, MSA have prepared the Scope of Work which is incorporated into this Agreement; and

WHEREAS, CITY wishes MSA to complete the Scope of Work pursuant to this Agreement;

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

SECTION I: SCOPE OF WORK

The Scope of Work for the PROJECT shall consist of ten (10) Tasks as set out hereinbelow, and as more particularly described in Exhibit "A" attached to this Agreement and made a part hereof by reference:

Task 1 – Kick-off and Management

Task 2 – Data Collection

Task 3 – System Description

Task 5 – Distribution and Supply Analysis

Task 6 – System Condition and Code Evaluation

Task 7 – Operations and Maintenance

Task 8 – Capital Improvement Plan

Task 9 – Financial Evaluation

Task 10 – Draft and Final Plan Preparation

SECTION II:

A. Independent Contractor

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

B. Fees and Conditions for Engineering Services

1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement, and based upon the following fee Projection by Task Chart:

Total PROJECT Fee by Task

Task	Hours	Subconsultant and Expense Cost	Fee
Task 1 – Kick-off and Management	67	\$500	\$12,003
Task 2 – Data Collection	20	-	\$2,679
Task 3 – System Description	16	-	\$1,928
Task 4 – Population and Demand Projections	61	-	\$7,391
Task 5 – Distribution and Supply Analysis	188	\$500	\$24,136
Task 6 – System Condition and Code Evaluation	478	\$13,308	\$78,650
Task 7 – Operations and Maintenance	142	\$500	\$19,678
Task 8 – Capital Improvement Plan	182	\$4,388	\$27,146
Task 9 – Financial Evaluation	40	\$47,646	\$54,438
Task 10 – Draft and Final Plan Preparation	285	\$4,100	\$36,922
Project Total	1,479	\$70,942	\$264,971

2. The cost for engineering services for PROJECT as described in Section I, Scope of Work, is a fixed "not-to-exceed" amount of Two Hundred Sixty-Four Thousand Nine Hundred Seventy-One (\$264,971) Dollars, with payment based on Section I, Scope of Work in this Agreement, and the total PROJECT Fee by Task Chart at Section II.B.1 in this Agreement, which shall include all fees (profit), overhead, and direct costs.
3. Bills submitted to CITY by MSA shall list individual performing work and description of work performed. Bills, including reimbursable expenses, shall be submitted on a monthly basis to CITY Engineer for approval and payment.
4. Payment is due upon receipt of MSA's statement(s).
5. Reimbursable expenses shall be billed and paid at cost, plus fifteen percent (15%).
6. CITY and MSA may mutually agree to re-allocate task funding, providing the fixed "not-to-exceed" price described in Section II.B.2. of this Agreement is unchanged.

C. Schedule

The WFP is anticipated to be completed over a period of approximately twelve (12) months, beginning in February 2014. MSA will make every effort to complete the work in a timely manner; however, it is agreed that MSA cannot be responsible for delays occasioned by factors beyond its control, nor by factors that could not reasonably have been foreseen at the time this scope was executed. An updated Schedule will be provided to CITY at the kick-off meeting and modified as required as the project progresses.

SECTION III:

A. Termination of Agreement

This Agreement may be terminated by MSA upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of MSA. CITY may terminate this Agreement with thirty (30) days notice without cause and without further liability to MSA except as designated by this section. In the event of termination, MSA shall be paid for services performed to termination date, including direct expense and including a percentage of the fixed fee based upon the work completed. All working Drawings shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement

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

C. Data of Record

CITY shall make available to MSA all technical data of record in CITY's possession, including maps, surveys, borings and other information related to PROJECT.

D. Qualified Estimates of Cost

The estimates of cost for PROJECT herein are to be prepared by ENGINEER through exercise of their experience and judgment in applying presently available cost data; but it is recognized that MSA has no control over cost of labor and materials, or over competitive bidding procedures and market conditions so that they cannot warrant PROJECT construction costs will not vary from their cost estimates as a result of these described factors. Nothing in this paragraph shall serve to release or relieve MSA from exercising the skill, care, and professional judgment exercised by similarly situated professional engineers.

E. Termination of PROJECT

If any portion of PROJECT covered by this Agreement shall be suspended, abated, abandoned or terminated, CITY shall pay MSA 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.

F. MSA's Errors and Omissions Insurance

In performance of professional services, MSA will use that degree of care and skill ordinarily exercised under similar circumstances at the same time and in the same locality by members of the engineering profession; and no other warranty, either expressed or implied, is made in connection with rendering MSA's services. Should MSA or any of MSA's agents or employees be found to have been negligent in the performance of professional services from which CITY sustains damage, MSA has obtained Errors and Omissions Insurance in the amount of Five Hundred Thousand Dollars (\$500,000), and said insurance shall be held active for a two (2) year (minimum) period from the date of completion of PROJECT. CITY shall receive notice of any pending termination of said insurance within five (5) days of first notice to MSA.

G. MSA's Additional Insurance

MSA shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and MSA shall cause CITY to be named as an additional insured under said policy.

H. Indemnification

MSA 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 MSA in the performance of professional services under this Agreement, to the extent that MSA is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between MSA and CITY. MSA shall not be obligated to indemnify CITY for CITY's sole negligence.

I. 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.

J. 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.

K. Binding of Successors

CITY and MSA 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.

L. Modification and Assignability of Agreement

This Agreement contains the entire agreement between the parties concerning PROJECT, 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. MSA 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 subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

M. CITY'S Representatives

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

N. Conflict of Interest

MSA covenants that they presently have no interest and will not acquire any interest, direct or indirect, in PROJECT which would conflict in any manner or degree with the performance of services hereunder. MSA further covenants that, in performing this Agreement, they will employ no person who has any such interest.

O. Ownership and Publication of Materials.

All reports, information, data and other materials prepared by MSA pursuant to this Agreement shall be the property of CITY, which shall have the exclusive and unrestricted authority to release, publish, or otherwise use them, in whole or in part. All such materials developed under this Agreement shall not be subject to copyright or patent in the United States or in any other country without the prior written approval and express authorization of CITY. Reuse or modification of any such materials by CITY, without MSA's written permission, shall be at CITY's sole risk, without liability to MSA.

P. Non-discrimination.

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

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

"MSA"
Murray, Smith & Associates, Inc.

By *K. H. Pali*

"CITY"
City of Idaho Falls, Idaho

By _____
Rebecca L. Noah Casper, Mayor

ATTEST:

Rosemarie Anderson, City Clerk

STATE OF IDAHO)
) ss.
County of Bonneville)

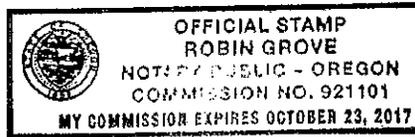
On this _____ day of February, 2014, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized 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)

STATE OF OREGON)
) ss.
County of Multnomah)



On this 24th day of February, 2014, before me, the undersigned, a notary public for Oregon, personally appeared before me, known to me to be the Vice president of Murray, Smith & Associates, Inc., the corporation that executed the foregoing document, and acknowledged to me that he/she is authorized to execute the same for and on behalf of said corporation.

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

Robin Grove

Notary Public of Oregon
Residing at: 200 Schwabert, Port, OR
My Commission Expires: 10/23/17

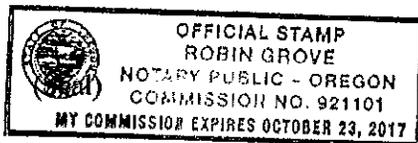


EXHIBIT "A"
MURRAY, SMITH & ASSOCIATES, INC.
PROPOSED SCOPE AND FEE FOR DEVELOPMENT OF A
WATER FACILITY PLAN
CITY OF IDAHO FALLS, IDAHO

DESCRIPTION OF TASKS

The following scope allows Murray, Smith & Associates Inc. (MSA) to provide the City of Idaho Falls (City) consulting services related to the development of a Water Facility Plan (WFP).

BACKGROUND

MSA has been assisting the City over the past five (5) years with the development of a water system hydraulic model. In late 2011, MSA was asked to update the hydraulic model based on the updated GIS data. This included the addition of pump curves at many of the City's facilities. New software functionality developed by Innovyze now also allows for the more accurate modeling of a "closed system" such as Idaho Falls.

In 2011, MSA was selected through a proposal process to assist the City in evaluating the implementation of VFDs within the water system. This effort included both a modeling analysis as well as a physical review of each pumping facility in the system. The project culminated in the recommendation to implement VFDs at a minimum of three (3) booster pump locations in the system. MSA is currently creating a design to implement VFDs at the Well 15 Booster. Initial VFD evaluations are also being conducted at the Well 13 and Well 16 Booster Facilities. As part of that effort MSA has completed some of the Water Facility Plan components required for this project.

The WFP will meet requirements identified in the Idaho Administrative Procedures Act (IDAPA) 58.01.08. The WFP will be submitted to and reviewed by the Idaho Department of Environmental Quality (IDEQ).

The following tasks are proposed for this project:

- Task 1 – Kick-off and Management
- Task 2 – Data Collection and Analysis
- Task 3 – System Description
- Task 4 – Population and Demand Projections
- Task 5 – Distribution and Supply Analysis
- Task 6 – System Condition and Code Evaluation
- Task 7 – Operations and Maintenance
- Task 8 – Capital Improvement Plan
- Task 9 – Financial Evaluation

Task 10 – Draft and Final Plan Preparation

SCOPE OF SERVICES

Task 1 – Project Kick-Off & Management

Subtask 1.1 – Kick-Off Meeting

A kick-off meeting will be held, once notice to proceed has been received, to officially start the project and discuss the details of the approved scope. MSA will lead the kick-off meeting with City Staff to introduce the project team, establish project objectives, review consultant and City communication protocol, discuss the project scope and examine the project schedule. The primary focus of this meeting will be a discussion of the City's goals for the project and DEQ's requirements.

Assumptions

- Assumes up to a four (4) hour kick-off meeting with the MSA project manager and two (2) task leads. Two (2) hours of preparation time is included for the PM and each task lead.
- No coordination with IDEQ will be conducted prior to submitting the WFP near the completion of the work.

Deliverables

- Action items from the kick-off meeting (delivered electronically).
- Summary from DEQ meeting/discussions (delivered electronically).

Subtask 1.2 – General Project Management and Meetings

The purpose of this task is to provide management of the project team, schedule and budget. Included in this task are monthly invoicing, budget and schedule review, updates, and general administrative tasks.

As project manager, David Stangel, will maintain regular communication with the City and the team throughout the duration of the project, lead meeting and workshop discussions, keep the City up-to-date on any study issues or details and make sure the City's input is incorporated into the work product.

The project will be managed to maintain the scope, schedule, and budget. At a minimum, updates on project schedule and budget will be provided as part of the monthly invoicing process.

Assumptions

- Meeting and workshop facilitation will be limited to those specifically identified in this scope of work.
- The City will provide clear, concise and timely input and review on the work products produced by the consultant.
- Four (4) hours per month have been budgeted for project management and meeting time for the 12-month project duration.
- Monthly project status conference calls will be held with the City. It has been assumed that an on-site meeting will be held every other month in lieu of the conference call.
- No time will be charged for travel by MSA.

Deliverables

- Monthly invoices due to the City's project manager each month
- Monthly Project Updates – specifically including budget and schedule status

Task 2 – Data Collection & Analysis

In this task, MSA will review background information already provided by the City and develop a formal data request for any additional information required for completion of the work. MSA will endeavor to limit the number of data requests that are made in an effort to minimize the required City Staff time.

In this task, MSA will be responsible for identifying any required additional information and the City will be responsible for the collection and delivery of the requested information. It is anticipated that additional data requests will be made throughout the project, however the majority of the data required will be requested at the beginning of the project.

Assumptions

- MSA and the City will endeavor to identify and collect required data in a timely manner so as to not impact the project schedule.
- Updated GIS based information may be requested. These layers would include; aerial photos, parcels, roads, contours, land use and/or zoning, city boundaries, service area boundaries, hydrology, water system features. This information will be used for general base mapping for all figures in the WFP.
- MSA will endeavor to minimize the information requested from the City to complete this work. All known and readily available existing condition information will be collected and developed into preliminary draft form prior to submittal of a data request to the City.

Deliverables

- Formal data request(s)

Task 3 –System Description

In this task, an existing system description will be generated for inclusion in the WFP. Existing information from previous efforts will be leveraged where possible. This task will also include development of a general description of the project area (water system service area) existing conditions. This description will be as required by the DEQ for the development of a Facilities Plan as outlined in Idaho Administrative Procedures Act (IDAPA) 58.01.08.

The System Description is anticipated to include, at a minimum, the following components:

- Utility management structure
- System background
- Description of Facilities
- Summary of the size, type and length of piping
- Inventory of existing facilities (wells, booster stations, reservoirs, treatment)
- Related plans, interties and service agreements
- Existing and future service area

Assumptions

- A general project description that documents the City's facilities and piping has already been created as part of the VFD analysis. MSA will add the additional components needed to meet the IDAPA requirements.
- The project is not scoped to include all the requirements for the DEQ SRF Loan (58.01.20 and 58.01.22) program.

Deliverables

- A Draft Technical Memorandum (electronic version) System Description will be delivered to the City.

Task 4 - Population and Demand Projections

The development of future population growth and associated water demand projections is a fundamental building block for determining the City's future needs. Of equal importance is understanding where in the system growth will occur so that infrastructure is adequately sized. In this Task, MSA will work with the City to develop and describe these items. Several pieces of information will be required to successfully project population and demands including:

- Current and future service area boundaries
- Location based population and employment information
- Historical water production records
- 20 year population and employment projections
- 40 year population and employment projections

As part of the current VFD Study, the existing water use analysis has been updated and provides a basis for projecting demand into the future. This analysis will be updated to reflect recent production and customer count information.

MSA would propose to develop two (2) different water use growth rates over the next 40 years. This would include a growth rate assuming per capita water use rates do not change significantly from those seen today and a second that assumes at least a modest reduction due to an active conservation program and/or metering of the system. This reduction may be in the order of 10 to 20 percent, but more importantly it will provide numbers to evaluate the capital investment impact of trying to actively promote conservation versus staying the current course.

MSA has completed some previous growth analysis as part of sewer planning work. This information will be reviewed and discussed for use on this project. MSA will utilize the Bonneville County Planning Organization (BMPO) information as a base for projections over the next 40 years.

In addition to the population based demand projections, an industrial reserve component will be identified within a specific area of the system. A similar reserve was identified for the sewer system and these elements will be coordinated.

It is the intent of the WFP to tie future improvements to population and the related water usage thresholds, not necessarily dates in time. This will enable the City to utilize maximum day demands (MDD) for example, as "trigger points" for determining when new supply or storage should be constructed.

Assumptions

- MSA will only update production and customer counts, but otherwise utilize the work performed to identify the existing water use rates and will not make additional refinements of that information.
- MSA will utilize BMPO based planning data unless other information is provided.
- 5-, 20- and 40-year projections will be made for population and demand.

Deliverables

- A Draft Technical Memorandum (electronic version) summarizing the population and demand projections.

Task 5 – Distribution and Supply Analysis

The focus of Task 5 will be on the overall adequacy of water supply over the next 40 years and the ability to deliver that water through the City's water facilities and piping during the next 20 years. An existing hydraulic model that was developed under previous scopes of work will be used for the distribution system analysis.

Subtask 5.1 – Water Rights Analysis

The City has a water rights strategy, including a plan for water rights transfers, licensure, points of diversion, etc. However, per the City's feedback, the strategy is not well documented. The goal of this task is to provide a high level review of existing documentation provided by the City, their water rights attorney and their hydrogeology consultant. The City will develop a water rights summary and strategy document for review by MSA. Other information provided by the City can be included as an appendix to the WFP.

Assumptions

- The City will provide a summary document of their current water rights.
- MSA will review the summary and incorporate it into the system analysis section.
- The City will conduct any correspondence with their water rights attorney.
- City will provide the summary in Word and/or Excel format.

Deliverables

- The City will provide a water rights summary that MSA will review and incorporate it into the overall Distribution and Supply Analysis Section.

Subtask 5.2 – Water Supply versus Demand

Calculations of water supply versus demand will be completed for existing, 5-, 20- and 40-year horizons. This will include the evaluation of standby power as well as peak hour demand and maximum day demand plus fire flow compared with available supply. This subtask will also include an updated discussion on the City's policy to serve peak demands and fire flows from wells versus reservoirs and boosters. A discussion related to this topic will be conducted as part of the water supply workshop. A policy of how the City will proceed in the future will be discussed and recommendations made at the conclusion of the section.

Depending on the results from the water supply versus demand calculations, recommendations will be provided for the City to conduct additional evaluations of one or more of the above mentioned source options.

Assumptions

- General locations will be identified for future well sites, however no hydrogeologic evaluations will be conducted as part of this scope. The hydraulic model will be used to assist in evaluating the proposed locations of future supply (during the next 20 years) in subsequent tasks.
- The largest producing system facility will be assumed to be out of service when calculating the adequacy of supply.

Deliverables

- A document summarizing the City's water supply versus demand will be provided as part of the overall Distribution and Supply Analysis Section.

Subtask 5.3 – Define Design Standards

The design standards applicable to the City's system and used in the hydraulic analysis will be identified including minimum and maximum pressures, velocity and fire flows. Many of these standards will be based on the IDEQ requirements described in the Idaho Administrative Procedures Act (IDAPA), or if desired, a more conservative standard, set by the City. A discussion that may include the City's fire chief is included in the scope.

Assumptions

- The design standards agreed upon as part of this subtask will be used to identify hydraulic deficiencies in the hydraulic analysis

Deliverables

- A document summarizing the City's selected design criteria will be provided to the City prior to completing any hydraulic evaluations.

Subtask 5.4 – Future Model Demand Allocation

As noted, MSA has been working with the City's model for several years. It is assumed that no additional updating of facilities, or existing demand nor validation will be required prior to utilizing the model for the analysis.

Future demands will be allocated based on the work performed in Task 4 for 5- and 20-year horizons.

Assumptions

- The 40-year analysis will only be completed for supply and storage and will not be evaluated in the hydraulic model.
- Assumes no field data collection will be required by MSA

Deliverables

- A working steady state model with existing and future demands will be delivered.

Subtask 5.5– Hydraulic Evaluations

MSA will utilize the model to perform the existing and future evaluations to identify hydraulic deficiencies based on the design criteria. MSA will conduct steady state evaluations under ADD, MDD, PHD and Fire Flow for existing, 5- and 20-year scenarios.

Assumptions

- The City will provide guidance on the fire flow requirements to be utilized at different locations in the system. It is assumed that fire flows will be run at all demand locations, as actual hydrants are not included in the model.
- Model will be analyzed under steady state conditions
- Includes one (1) onsite meeting to review the hydraulic analysis and identify potential deficiencies.

Deliverables

- A technical memorandum documenting the steady state analysis for inclusion in the overall Distribution and Supply Analysis Section.

Subtask 5.6 – System Analysis Documentation

The system analysis section will constitute a large and important chapter in the final WFP. A draft technical memorandum will be produced allowing City review prior to the delivery of the draft WFP. The documentation will include; design standards, model network development, model demands, model validation, model analysis, condition assessment, and the results of the system analysis workshop.

Assumptions

- The technical memorandum delivered in this subtask will be converted into a WFP chapter once comments have been received.

Deliverables

- A draft technical memorandum for the overall Distribution and Supply Analysis Section will be developed. City comments will be incorporated into the draft WFP.

Task 6 – System Condition and Code Evaluation

As part of the overall planning effort, the City would like to develop a long term plan for the rehabilitation and replacement of system components. This evaluation will include site visits to each of the well and booster facilities in addition to performing a desktop analysis to identify a long term replacement plan for the distribution system.

Subtask 6.1 – Assess Facility Condition

MSA will initially work with the City to identify a facility and pipe rating system that can be utilized in the event an overall asset management system is selected. MSA will conduct a review of the current industry standard rating systems and provide this information to the City. MSA will then develop and use a rating system that is compatible with these rating systems when conducting the detailed facility reviews.

MSA will conduct an interview with the City's operations and maintenance staff regarding the condition of the City's water distribution facilities (17 sites total). MSA will also visit each facility. Each facility typically has at least one well pump, a booster station (sometimes multiple pumps) and a chlorine contact reservoir. The number of wells and booster pumps varies with each facility. MSA will summarize the condition information and any capital improvement projects identified by the City staff. Condition related improvements will be included in the system analysis workshop and overall capital improvement plan.

Assumptions

- City will provide as-built information for all water distribution facilities.
- City will provide the most recent Sanitary Surveys submitted to IDEQ
- Assessment will be based on visual observation of the facilities and information provided by the City. Testing (e.g. destructive load, equipment performance) will not be performed.
- The SOW does not include a detailed structural analysis of each facility
- SOW includes two meetings with City staff. A kick-off meeting prior to the field assessments and a meeting to review the initial facility rating.
- One (1) days of on-site time has been budgeted to perform a field assessment of the 17 well and booster facilities. City staff will assist with field assessments in order to limit MSA field assessment time to 1 day.
- As part of the facility condition evaluations, a condition rating standard will be identified.
- Information previously collected during the VFD Study site visits will be leveraged where possible during this task.

Deliverables

- An overall system condition evaluation TM will be developed and delivered to the City for review. Digital copies of all assessment summaries will be provided to the City.

Subtask 6.2 – Assess Facility Code Compliance

Using the information gathered during task 6.1, MSA will assess each facility for compliance with the following codes and regulations:

- IDAPA 58.01.08
- IDEQ Drinking Water Well/Pumping Station Design Checklist

Each well and booster facility will be evaluated related to IDAPA and IDEQ code compliance. Facility features and systems not regulated by IDAPA and IDEQ (e.g. structural systems, electrical systems, , SCADA/instrumentation) will not be evaluated. Surface features of the well (e.g. vents) will be reviewed. Subsurface construction (e.g. screens, sanitary seals) will not be reviewed.

Assumptions

- Time for the assessments has been included in subtask 6.1

Deliverables

- An overall system condition evaluation TM will be developed and delivered to the City for review.

Subtask 6.3 – Identify Pipe Replacement Program

MSA will conduct a desktop analysis to identify a long term replacement program for the City's piping. Information from the GIS (age and material), staff interviews, leak locations, and other data will be used to identify the prospective useful life of differing age and materials of pipe within the system. Current pipe replacement and/or lining costs will be used to identify the yearly investment required to ensure the City's system is maintained, in 2014 dollars.

Assumptions

- One day of time has been budgeted to meet with City staff and review available pipe condition information.
- If applicable the facility rating system identified will be utilized for classifying the pipe replacement schedule.
- A yearly pipe replacement budget will be recommended to the City.

Deliverables

- An overall system condition evaluation TM will be developed and delivered to the City for review. Digital copies of all assessment worksheets and summaries will be provided to the City.

Task 7 - Operations and Maintenance

The City has not made significant investments historically in documenting their O&M procedures. This task will focus on evaluating the current status of the documentation and procedures and make clear recommendations related to how the City should proceed.

Subtask 7.1 – Review Current City O&M Procedures

MSA will work with City staff to create an operations and maintenance (O&M) section that will be included in the WFP. MSA would propose to review the status of the following City documents and programs:

- Well site preventative maintenance
- Valve exercising and maintenance program
- Cross connection control program
- Confined space entry program

- Meter replacement/conversion program
- System leak detection program
- System flushing program
- Source water protection program
- Public information program
- Emergency response program
- Customer complaint response program
- Sampling program

MSA will also work with the City to identify and document the following:

- Water system management and personnel
- Operator certification
- System operation and control
- Safety procedures
- Record keeping and reporting
- Operations & maintenance needs and improvements

Where existing plans do not exist MSA will provide example plans from other utilities that the City can use as reference.

MSA will also perform benchmarking of at least three to four other similar sized utilities in Idaho on a number of O&M items such as; number of staff, size of system, yearly budget, yearly capital and replacement budget, leak detection and flushing program. If additional staff are required, the need for additional staff/shop facilities and/or equipment may be required. The City will provide recommendations related to the need for existing equipment and/or staff facilities.

This information will be summarized and documented in the WFP. MSA will also conduct onsite interviews with staff concerning current O&M procedures.

If desired by the City, O&M related items may be included in the capital improvement plan.

Assumptions

- MSA will not be responsible for the quality or applicability of the specific O&M related plans that will be provided from other similar utilities.
- The City will provide existing ratios of staff to office space and equipment that will be utilized for extrapolating additional needs based on projected staffing levels.
- MSA will not provide cost estimates for the expansion of office or equipment space unless authorized to do so under the out of scope task. The support of a licensed architect will likely be contracted for these services.
- The City will provide copies (preferably electronic) of above information where available.

- This subtask budget does not include creating the items listed above. A prioritized list of recommendations related to the programs will be created.
- Up to two (2) days of on-site meetings and interviews by two (2) MSA staff will be conducted with City O&M staff.

Deliverables

- A draft O&M section will be prepared as part of this subtask.

Subtask 7.2 – Conservation Plan Development

The City currently does not have a formalized conservation plan. The City will take the lead in developing a conservation planning document for inclusion in the overall WFP. MSA will provide some example conservation plans from other utilities, however will not be responsible for the development of the plan. MSA will review the draft conservation plan that the City develops and provide comments and suggestions for inclusion in the final.

Assumptions

- City staff will develop the conservation plan document.
- No additional council presentations or meetings have been included for MSA in the budget for the conservation planning.
- The City will provide the draft and final conservation plan in word format for inclusion as an appendix to the overall WFP.

Deliverables

- MSA will provide comments and suggestions related to the conservation plan that the City develops.

Task 8 - Capital Improvement Plan

Task 8 will be focused on the development of a capital improvement plan (CIP) for the next 20 years and will focus on the next five (5). There are two (2) primary pieces to this task; the development of the unit costs that are applied to each of the identified project and the CIP prioritization workshop.

Subtask 8.1 – Development of Unit and Project Costs

Based on the recommendations from previous tasks, a list of proposed projects based on hydraulic deficiencies, conditions related issues or O&M items will be generated. Unit costs for pipelines, wells and reservoirs in particular will be developed for generating project specific order of magnitude costs. Each project will be described in terms of the reason for the improvement, the location, its size and extent, as well as the total project cost including engineering and construction. Corresponding figures will be generated showing the improvement along with a unique identifier that will also be populated in the hydraulic model.

This task includes development of cost estimates for up to four capital projects to address condition related distribution facility improvements. A unit cost for a typical new facility that can be compared to retrofit costs and scaled to be applied to different facility sizes will also be developed.

MSA will compare the capital improvements identified within the City's existing CIP with those generated as part of this WFP. Where project costs are different, these differences will be reviewed and incorporated into the WFP where appropriate.

An estimate to install meters for all City customers will also be included in the CIP. This effort will include the development of a meter unit installation and equipment cost for each customer type (residential, commercial and industrial).

Where possible, a demand threshold will be identified that defines when a specific project is required, that will also be associated with a projected timeframe.

Assumptions

- The City will provide bid tabs for any water projects constructed over the past 10 years.
- The City will provide the existing water system capital project list.
- MSA will utilize cost estimating conducted for other Idaho and northwest utilities cost estimate references (e.g. RS Means) and the current Engineering News Record (ENR) indices.
- Order of magnitude cost estimates in 2014 dollars that are accurate to within plus 50% and minus 30%.

Deliverables

- A draft CIP will be developed as part of this subtask.

Subtask 8.2 – CIP Prioritization Workshop

MSA will conduct a prioritization workshop based on the draft CIP. MSA will work with the City to develop criteria for the prioritization based on a number of factors including; whether it is an existing deficiency or not, the extent of the deficiency, number of customers impacted, type of customer impacted, whether it addresses both a hydraulic and condition deficiency, and others. Projects to be implemented in the first five (5) years will be identified first, then those in the 5 to 10 year range and finally those between 10 and 20 years. The CIP documentation will be updated at the conclusion of this subtask.

Assumptions

- It is anticipated that the majority of the future capital investments required by the City will be related to replacing or rehabilitating facilities and piping.
- The City will provide initial guidance on yearly budget thresholds that will be refined as part of the rate analysis.
- A full day on-site workshop has been budgeted for this task. Appropriate MSA task leads and City staff will be required.

Deliverables

- A draft prioritized CIP will be developed.

Task 9 – Financial Analysis

Subtask 9.1 - Financial Plan Development & Rate Impact Analysis

GRG will submit a data request list outlining the information required to complete the analysis and will work with the City to identify any specific needs or constraints for the rate impact study.

GRG will review the current operating budget, audited financial statements, and revenue anticipations for the water system. Based on that review, GRG will work with the City to develop projections of these expenses over a 40-year forecast period and incorporate any potential changes in the level of O&M spending identified by MSA that might occur as a result of new infrastructure or changes in operating procedure. GRG will also ensure that adequate renewal and rehabilitation expenditures for existing assets are incorporated into the financial forecast.

GRG will develop a 40-year financial planning model for the City (in Microsoft Excel) that will outline revenue requirements for the water system (including debt service payments), incorporate account growth and system expansion assumptions identified in the capital facilities plan, and project water system revenues under existing rates. The financial planning model will be used to evaluate various funding mechanisms for the proposed capital expenditures identified in the facilities plan, including revenue bonds, pay-as-you-go financing, available grants or other contributions, and any other funds available to the City. The financial planning model will identify the rate increases necessary to fund capital expenditures and will also analyze various financial performance metrics, such as debt service coverage and minimum balance targets, over the forecast period.

GRG will use the financial planning model to develop a comprehensive funding plan for the proposed capital expenditures. The plan will present a summary of CIP funding sources and estimated rate impacts over the forecast period. It is assumed that the City may wish to analyze the feasibility of multiple capital expenditure patterns, depending on the initial test of affordability. GRG will work with the City and MSA to evaluate the affordability and identify the rate impacts associated with as many as 10 different capital expenditure scenarios. The budget estimate does not include resources for GRG to prioritize projects.

Deliverables

- GRG will produce a technical memorandum that summarizes the assumptions of the rate impact analysis and describes the (one) recommended funding strategy for the capital facilities plan over the forecast period.

Subtask 9.2 - Evaluate Alternative Rate Structures

GRG will work with the City to understand the advantages and limitations of the existing water rate structure, and identify preferred characteristics of a revised rate structure. Based on a review of existing practices within the water industry, GRG will identify rate options that are both practical and feasible for a utility whose customer base is largely unmetered. Together, the City and GRG will select the preferred rate structure for further evaluation based on the advantages and disadvantages of each alternative.

GRG will analyze the existing billing determinants of the water system (number of accounts by customer class, metered use for those customers with a meter) and develop a revenue forecasting tool to determine appropriate fee levels for the proposed rate structure using the most recently completed fiscal year as a test year. Because metered water use data is not available, and cost-causing service characteristics by customer class are largely unknown, the recommended rate structure will not be based on standard rate-making practices or cost-of-service guidelines. Instead, the analysis will rely on feedback from the City and comparisons of industry water consumption patterns to estimate inter-class cost equity.

The level of effort for this task can vary greatly depending on the quality of billing data available. Based on previous discussions with the City, GRG will use an approach that focuses on customer information readily available to the utility.

Deliverables

- GRG will produce a technical memorandum that outlines the proposed rate structure and demonstrates revenue recovery by customer class for the test year.

Subtask 9.3 - Meetings / Quality Control Review / Project Management

This task includes time for preparation and attendance at up to three (3) meetings with the City to review billing data, develop alternative financial plans, or discuss preliminary results. Resources have also been set aside to present findings to the City Council and other stakeholder groups. This task also provides resources for GRG to conduct quality control reviews of all work products and deliverables.

Deliverables

- Meeting minutes as appropriate

Subtask 9.4 – City Code Review

The City is performing an overall review and revision of their City code related to public works and associated rate and fee structures. The City will provide the proposed revised code and MSA and GRG will review and provide comment.

Assumptions

- A nominal hour estimate of sixteen (16) hours has been included for this effort.
- No time for making presentations to council or other political bodies has been included in this scope.

Deliverables

- Comments related to the City's proposed code changes.

Optional Subtask 9.5 - Evaluate Financial Feasibility of Meter Installation

At the City's request, GRG may also analyze the financial feasibility of meter installation. For this task, GRG will develop estimates of water use behavior as various customer classes react to a metered rate structure. GRG proposes to develop both high and low estimates of water use over the forecast period under this scenario. The task assumes that MSA would use the revised water use assumptions, and account growth assumptions from the base case analysis, to make adjustments to the capital facilities plan. These adjustments would presumably reflect changes to water supply, water rights development, and other capital projects over the forecast period as customers begin to conserve water. MSA would provide the revised capital facilities plan to GRG, along with an estimate of the implementation cost to install meters for City customers. GRG will incorporate the revised capital facilities plan and modified water use assumptions into the financial model to evaluate the financial feasibility of meter installation. This task is intended to offer the City a high-level analysis of the potential financial impacts of meter installation, not a financial roadmap for implementation.

Deliverables

- GRG will develop a brief TM that summarizes the expected changes to financial model parameters and presents the revised funding plan and estimated rate impacts associated with City-wide meter installation.

Task 10 - Report Preparation

As previously described, MSA will develop a WFP with the sections described in this scope and ultimately obtain Idaho DEQ approval. Task 10 is intended to take the work products and findings from the previous tasks and consolidate them into a single document. The WFP is anticipated to include the following major chapters:

1. Introduction/Executive Summary
2. Existing Systems Description
3. Population and Demand Projections
4. Distribution and Supply Analysis
 - a. Water Supply Analysis
 - b. Hydraulic Model Evaluation

5. System Condition and Code Evaluation
6. Water Quality and Regulations
7. Operations and Maintenance
8. Capital Improvement Plan
9. Financial Plan
10. Appendix

Task 10 includes the generation of the draft and final Plans. The City and DEQ will provide review and comment on the draft prior to developing the final WFP. Review meetings are included with both the City and DEQ. What is included in the appendix for supporting documentation will be agreed upon by MSA and the City.

A meeting to present the WFP summary to the City Council Public Works Committee is included. A meeting to present the WFP to the City council is also included. A public open house is also budgeted for presentation of the WFP.

A final document that incorporates all final City (staff and council) and public comments will be prepared and submitted to the City and DEQ.

Assumptions

- The same powerpoint presentation will be utilized for the public works committee meeting as the public council meeting.
- Several poster boards (6-10) will be developed for use at the public open house.
- Draft versions of the WFP will be submitted to the City in electronic format. The exception will be when the draft final is submitted to IDEQ, which will be in hard copy format.
- Nine (9) final hard copy WFP's will be delivered to the City (including one (1) copy for IDEQ).
- Review period for the draft submittal by the City has been scheduled to take no more than 10 work days.
- Review period for the draft submittal by DEQ, has been scheduled to take no more than 20 work days.

Deliverables

- Draft and final versions of the document will be delivered to the City and DEQ. An electronic PDF version of the document will also be delivered to the City of both the draft and final.

BUDGET

The overall not to exceed budget estimate for this project of \$264,971 is shown in Table 1. The work provided in this Task Order will be billed on a time and expense basis using the firm's current standard Schedule of Charges in effect at the time the work is performed (2014 schedule attached).

Table 1 □ Total Project Fee

Task	Hours	Subconsultant and Expense Cost	Fee
Task 1 – Kick-off and Management	67	\$500	\$12,003
Task 2 – Data Collection	20	-	\$2,679
Task 3 – System Description	16	-	\$1,928
Task 4 – Population and Demand Projections	61	-	\$7,391
Task 5 – Distribution and Supply Analysis	188	\$500	\$24,136
Task 6 – System Condition and Code Evaluation	478	\$13,308	\$78,650
Task 7 – Operations and Maintenance	142	\$500	\$19,678
Task 8 – Capital Improvement Plan	182	\$4,388	\$27,146
Task 9 – Financial Evaluation	40	\$47,646	\$54,438
Task 10 – Draft and Final Plan Preparation	285	\$4,100	\$36,922
Project Total	1,479	\$70,942	\$264,971

TIME OF PERFORMANCE

The WFP is anticipated to be completed over a period of approximately 12 months, beginning in February 2014. MSA will make every effort to complete the work in a timely manner; however, it is agreed that MSA cannot be responsible for delays occasioned by factors beyond its control, nor by factors that could not reasonably have been foreseen at the time this scope was executed. An updated Schedule will be provided to the City at the kick-off meeting and modified as required as the project progresses.



City of Idaho Falls

PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: February 25, 2014

Subject: **PROFESSIONAL ENGINEERING SERVICES AGREEMENT-
SANITATION DEPARTMENT AUTO-LOADING ANALYSIS AND RATE
STUDY**

Attached is a proposed Professional Engineering Services Agreement with SCS Engineers for a not-to-exceed amount of \$42,100.00. This agreement is for conducting an auto-load residential garbage collection analysis and five-year rate study. The City Attorney has reviewed the proposed agreement.

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

Respectfully,

A handwritten signature in cursive script that reads "Chris H Fredericksen".

Chris H Fredericksen, P. E.
Public Works Director

CF:jk

c: Mayor
Council
Arehart

0-00-00-0-OTH-2014-14

2014-11

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN CITY OF IDAHO FALLS, IDAHO AND SCS ENGINEERS**

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY OF IDAHO FALLS, IDAHO AND SCS ENGINEERS (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2014, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and SCS ENGINEERS, a Washington corporation doing business in the State of Idaho, whose address is 2405 140TH Avenue NE, Ste. 108, Bellevue, Washington 98005 (hereinafter referred to as "SCS").

W I T N E S S E T H:

WHEREAS, CITY desires to accept a proposal for Residential Autoloading Analysis Followed by a Comprehensive Rate Study (hereinafter "PROJECT"); and

WHEREAS, CITY Public Works Division has selected the above-referenced ENGINEER to complete the Scope of Work identified herein; and

WHEREAS, SCS has prepared the Scope of Work which is incorporated into this Agreement; and

WHEREAS, CITY wishes SCS to complete the Scope of Work pursuant to this Agreement;

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

SECTION I: SCOPE OF WORK

Task 01— Kick Off Meeting

SCS will kick off the project with an initial face-to-face meeting shortly following the award of this project. SCS will request background information so that it can review reports, data, and any other information relevant to collection operations prior to the meeting. SCS will then prepare an agenda and issue meeting minutes.

Task 02— Review of City Operating Procedures and Structure

SCS will conduct a review of requested information and data on CITY's solid waste collection system, including analysis of its existing rate structure, policies and procedures, and ordinances. Upon completion, a Letter Report will be issued to CITY detailing SCS' findings and recommendations, and benchmarking the current municipal solid waste practices.

Task 03— Autoload Feasibility Analysis

Phase I Autoload Feasibility Analysis

Many solid waste management agencies are transitioning from manual collection of solid waste to semi or fully automation. There are many advantages and disadvantages to automation and each community is somewhat different. To analyze these issues in detail for Idaho Falls, SCS will conduct an automation feasibility analysis which will take into account the following major issues: current and projected CITY solid waste budget for the next five (5) years, CITY growth and demand projections, existing and proposed sanitation routes, the fleet replacement plan, existing and proposed staffing plan for automation, cost of replacement vehicles and carts (along with CITY financing alternatives), injury and insurance claims, citizen public education programs, and calculation of greenhouse gas reduction.

Data and information from this analysis will be included in a Pro Forma Financial Model developed by SCS to help analyze cost impacts and provide projected cost reductions, if any, resulting from operational and vehicle/equipment changes. Findings and recommendations will then be summarized in a Draft Report for review by CITY.

Phase II- Rate Study/Cost of Service Analysis

Establishing or adjusting future solid waste rates requires that CITY project its expected revenues at existing rates and forecast its revenue requirement. SCS will use available historical financial and budget data to help understand the past operating performance. SCS will then use the current customer census information to calculate the existing revenue, and compare that calculated revenue to the actual revenue recorded in CITY's accounting system. A revenue sufficiency analysis will be conducted to estimate the total amount of money CITY must collect in order to pay expenditures necessary to provide its targeted levels of service while meeting its financial requirements and maintaining fund balance requirements. The revenue requirement also will include capital expenditures that are paid out of current rates and not paid by bond proceeds.

SCS will then determine how much of the required revenue should come from each customer sector. Once the preceding steps are completed, SCS will finalize a Pro Forma Model to enable development of three alternative rate designs for residential, commercial, and other collection services. SCS will then work with CITY to utilize the Pro Forma Model, developed specifically for this project, to construct a series of sensitivity analyses to evaluate the rate impact of various critical parameters such as changes to the consumer price index (CPI), fuel costs, cash versus debt financing, and alternative levels of services. Once these steps are completed, SCS will prepare a Draft Report of the conceptual design of the system rate study. The Draft Rate Study will be issued to CITY for review and comment. SCS will prepare a PowerPoint presentation (to be reviewed by CITY) containing a summary of the Rate Design and Autoload analysis.

Task 04—Final Report and Presentation

After receipt of comments, SCS will address/incorporate comments to the Draft Report and issue five (5) copies of the revised Draft Report for presentation at a public hearing. Based on comments received, SCS will then address/incorporate comments and prepare a Final Report and Final Presentation to CITY for presentation to Council. SCS will work with CITY to publish the report and develop a PowerPoint presentation summarizing the findings and recommendations contained in the Final Report. With the assistance of CITY, SCS will deliver this presentation before a scheduled public hearing.

SECTION II:

A. Independent Contractor

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

B. Fees and Conditions for Engineering Services

1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement, and based upon the following Fee Projection by Task Chart:

SCS shall to complete the following tasks for a lump sum fee of Forty-Two Thousand One Hundred (\$42,100) Dollars to be billed on percent complete basis.

Fee Projection by Task

Task	Name	Fee	Estimated Man-Hours	Reimbursables
1	Automation Study	\$4,300	15	\$1,430
2	Review City Operations	\$6,400	32	\$1,404
3	Autoload Feasibility/ Rate Study	\$20,900	100	\$1,404
4	Report	\$10,500	60	\$1,404
Total	\$42,100		207	\$4,303

2. The cost for engineering services for PROJECT as described in Section I, Scope of Work, is a fixed "not-to-exceed" amount of Forty-Two Thousand One Hundred Dollars (\$42,100) with payment based on Section I, Scope of Work in this Agreement, which shall include all fees (profit), overhead, and direct costs.
3. Bills submitted to CITY by SCS shall list individual performing work and description of work performed. Bills, including reimbursable expenses, shall be submitted on a monthly basis to CITY Engineer for approval and payment.
4. Payment is due upon receipt of SCS' statement(s).
5. CITY and SCS may mutually agree to re-allocate task funding, providing the fixed "not-to-exceed" price described in Section II.B.2. of this Agreement is unchanged.

SECTION III:

Submittals

SCS will submit findings and recommendations document (Task 3), a draft report (Task 3), and a final report (Task 4).

SECTION IV:

A. Termination of Agreement

This Agreement may be terminated by SCS upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of SCS. CITY may terminate this Agreement with thirty (30) days notice without cause and without further liability to SCS except as designated by this section. In the event of termination, SCS shall be paid for services performed to termination date, including direct expense and including a percentage of the fixed fee based upon the work completed. All working Drawings shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement

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

C. Data of Record

CITY shall make available to SCS all technical data of record in CITY's possession, including maps, surveys, borings and other information related to PROJECT.

D. Qualified Estimates of Cost

The estimates of cost for PROJECT herein are to be prepared by SCS through exercise of their experience and judgment in applying presently available cost data; but it is recognized that SCS has no control over cost of labor and materials, or over competitive bidding procedures and market conditions so that they cannot warrant PROJECT construction costs

will not vary from their cost estimates as a result of these described factors. Nothing in this paragraph shall serve to release or relieve SCS from exercising the skill, care, and professional judgment exercised by similarly situated profession engineers.

E. Termination of PROJECT

If any portion of PROJECT covered by this Agreement shall be suspended, abated, abandoned or terminated, CITY shall pay SCS 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.

F. ENGINEER's Errors and Omissions Insurance

In performance of professional services, SCS will use that degree of care and skill ordinarily exercised under similar circumstances by members of the engineering profession; and no other warranty, either expressed or implied, is made in connection with rendering SCS' services. Should SCS or any of SCS' agents or employees be found to have been negligent in the performance of professional services from which CITY sustains damage, SCS has obtained Errors and Omissions Insurance in the amount of Five Hundred Thousand Dollars (\$500,000), and said insurance shall be held active for a two (2) year (minimum) period from the date of completion of PROJECT. CITY shall receive notice of any pending termination of said insurance within five (5) days of first notice to SCS.

G. SCS' Additional Insurance

SCS shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and SCS shall cause CITY to be named as an additional insured under said policy.

H. Indemnification

SCS 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 SCS in the performance of professional services under this Agreement, to the extent that SCS is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between SCS and CITY. SCS shall not be obligated to indemnify CITY for CITY's sole negligence.

I. 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.

J. 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.

K. Binding of Successors

CITY and SCS 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.

L. Modification and Assignability of Agreement

This Agreement contains the entire agreement between the parties concerning PROJECT, 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. SCS 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 subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

M. CITY's Representatives

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

N. Conflict of Interest

SCS covenants that they presently have no interest and will not acquire any interest, direct or indirect, in PROJECT which would conflict in any manner or degree with the performance of services hereunder. SCS further covenants that, in performing this Agreement, they will employ no person who has any such interest.

O. Ownership and Publication of Materials.

All reports, information, data and other materials prepared by SCS pursuant to this Agreement shall be the property of CITY, which shall have the exclusive and unrestricted authority to release, publish, or otherwise use them, in whole or in part. All such materials developed under this Agreement shall not be subject to copyright or patent in the United States or in any other country without the prior written approval and express authorization of CITY.

P. Non-discrimination.

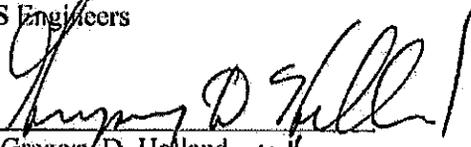
SCS shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, sexual orientation, gender identity/expression, physical or mental handicap, or national origin.

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

ENGINEER

SCS Engineers

By


Gregory D. Holland
Vice President, Office Director

CITY

City of Idaho Falls, Idaho

By

Rebecca L. Noah Casper, Mayor

ATTEST:

Rosemarie Anderson, City Clerk

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of February, 2014, 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)

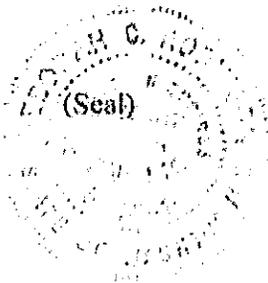
STATE OF WASHINGTON)
) ss.
County of King)

On this 21 day of February, 2014, before me, the undersigned, a notary public for Washington, personally appeared Gregory D. Highland known to me to be the Vice President/Office Director of SCS Engineers, the corporation that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said corporation. *alt*

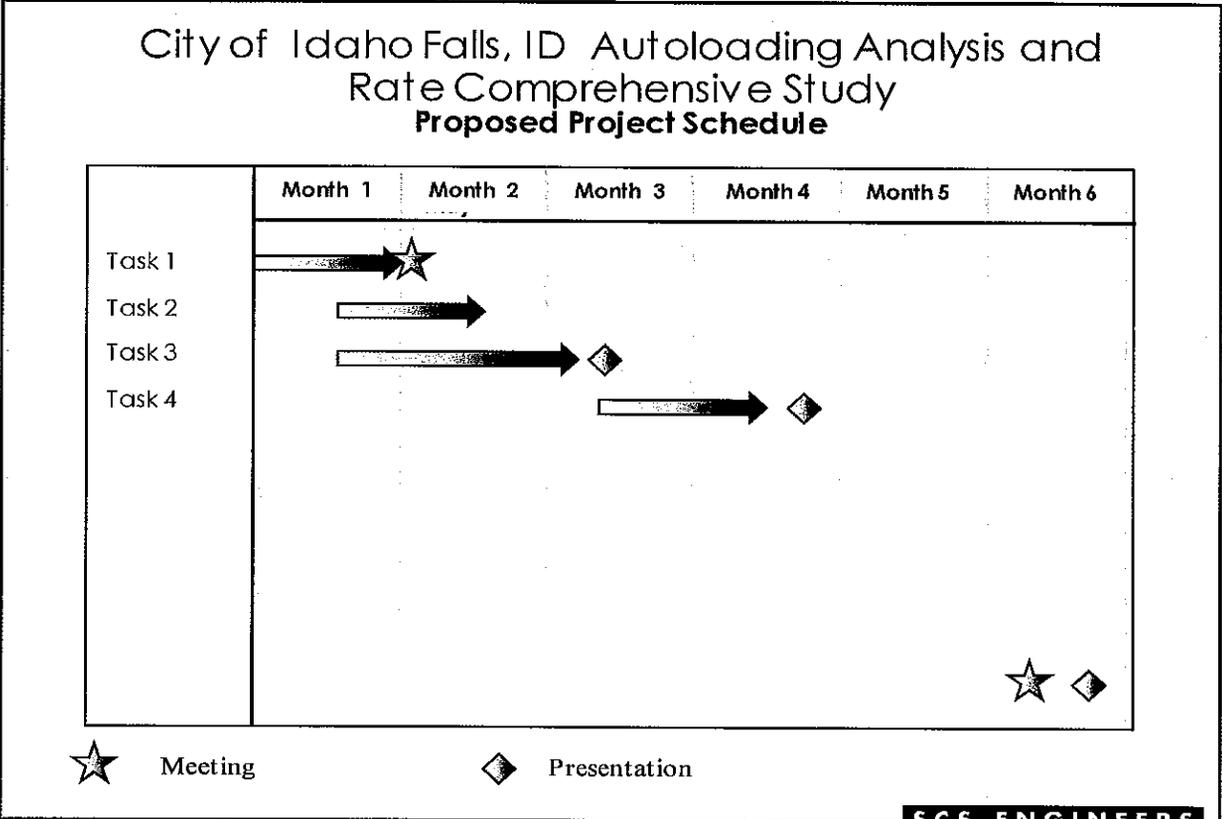
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Donald Robinson

Notary Public of Washington
Residing at: Kent, WA
My Commission Expires: 5/14/14



PROJECT SCHEDULE:





a program for everyone

520 Memorial Drive • P.O. Box 50220 • Idaho Falls, ID 83405 • 208-612-8480

MEMORANDUM

To: Honorable Mayor & City Council

From: Greg A. Weitzel, Director, Parks and Recreation Division

Date: February 25, 2014

Subject: **TAUTPHAUS PARK ARCADE CONCESSION AGREEMENT RENEWAL**

Attached for your consideration is the Tautphaus Park Arcade Concession Agreement. This one (1) year agreement has been reviewed and approved by the City attorney.

The Parks and Recreation Division respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said agreement with LOML, L.L.C d/b/a Funland.

Respectfully,

Greg A. Weitzel, MS, CPRP
Division of Parks and Recreation

laj

cc: Mayor
Council
City Clerk
File

**TAUTPHAUS PARK ARCADE CONCESSION AGREEMENT BETWEEN
CITY OF IDAHO FALLS, IDAHO AND LOML, L.L.C.**

THIS TAUTPHAUS PARK ARCADE CONCESSION AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND LOML, L.L.C. (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2014, 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 LOML, L.L.C. d/b/a Funland, a limited liability company, 1680 Lindsey Blvd., Idaho Falls, Idaho (hereinafter "COMPANY").

WITNESSETH:

For and in consideration of the mutual promises, covenants and conditions set forth herein, the parties agree as follows:

1. Grant of Right or License. CITY hereby grants and conveys to COMPANY the right or license to operate an outdoor amusement park and concession facility within the area shown on Exhibit "A" attached hereto and by this reference made a part hereof. COMPANY shall also have the exclusive right to operate outdoor amusement devices and equipment and other appurtenant machinery, and to sell and purvey food, soft drinks, and confections within such area. Nothing herein shall be construed or deemed to allow COMPANY to conduct any other business or activity without prior written permission of the CITY.
2. Term. The term of this Agreement is for one (1) year commencing on February 1, 2014, and terminating on January 31, 2015.
3. Hours of Operation. COMPANY shall operate its business during the following hours and season.
 - a. Pre-season: COMPANY agrees to operate the amusement park and log building concessions on the weekends beginning the first full weekend in May through Memorial weekend from 12:00 p.m. until 7:00 p.m., each day. COMPANY agrees to open during the week by reservation only.
 - b. Regular Season: COMPANY agrees to operate the amusement park and log building concessions beginning Memorial Day weekend through Labor Day weekend from 11:30 a.m. until 7:00 p.m. Monday through Saturday and 12:00 p.m. until 7:00 p.m. on Sunday.

- c. Post Season: COMPANY agrees to operate the amusement park and log building concessions on the weekends beginning Labor Day weekend through the last weekend in September from 12:00 pm. until 7:00 p.m. local time each day. COMPANY agrees to open during the week by reservation only.
 - d. Inclement Weather: Due to inclement weather or other unforeseen emergency, or related circumstances, and in the application of best business practices, COMPANY may decide to close operations temporarily or for the day, at any time during the season. In the event such a decision is made by COMPANY, COMPANY shall contact Parks and Recreation Division at (208) 612-8480 to inform CITY of COMPANY's decision.
4. Operation of Business. COMPANY agrees to operate its business in a lawful and courteous manner, keep its equipment in a safe and good operating condition, and, keep the premises in a clean, orderly and sanitary condition. Without in any way limiting the foregoing, COMPANY shall:
- a. Keep the entire premises free of unsecured trash, debris and graffiti at all times during operating hours.
 - b. Ensure the chain-link and other fencing surrounding the premises is properly maintained and kept free of rust, tears, rips and cracks. All fabric, top rails, top caps, hinges and gates shall be kept in good working condition and not allowed to become unsightly
 - c. Ensure the interior and exterior of all structures upon the premises are regularly painted and kept free of flaked, peeling or chipped paint, loose boards, protruding screws or nails.
 - d. Keep the miniature golf course and appurtenant score boards free of debris, trash, trip hazards, tears, rips in putting services, flaked, peeling or chipped paint, loose boards, protruding screws or nails, shall be promptly repaired.
 - e. Keep all walking paths or areas open to the public free of trash, debris, and other clutter.
 - f. Regularly maintain all amusement rides, equipment or machinery used in conjunction therewith and ensure their safe operating condition and neat and attractive appearance.

- g. Keep the roof, exterior walls, lighting and interior improvements of the half-dome train storage building clean and in a good state of repair, free from flaked, peeling or chipped paint, loose board, rotting wood, protruding screws and nails.

All of such work shall be completed prior to the commencement of the Pre-season and shall be continued thereafter, as necessary, throughout the remainder of the operating season (including the Post Season).

5. Covenant Against Competition: Amusements. CITY agrees that it not permit or allow any other private commercial enterprise or non-profit organization to install, construct, or operate any other mechanical outdoor amusement devices or equipment of a kind substantially similar to the outdoor amusement devices now utilized by COMPANY, within the public park known as Tautphaus Park. Nothing herein shall be deemed to prevent or prohibit CITY from installing or permitting others to install any playground equipment or amusement devise for use by the general public without charge.
6. Covenant Against Competition: Food and Drink Concessions. CITY agrees that it will not permit nor allow any other private commercial enterprise or non-profit organization to construct or operate any food, beverage, or confection concession-stand or facility within the area shown in Exhibit "A" (excluding the Ice Rink/Picnic Shelter and Zoo) from the first Saturday in April through the last Sunday in September of each year during the term of this Agreement. Nothing herein shall preclude or prohibit any person or firm from catering food, beverages, drinks or confections to any baseball team, athletic organization, religious, benevolent or charitable entity, civic organization, or other youth or business group or organization, provided food, beverages or confections are not sold commercially to spectators or other persons not affiliated with, employed by or directly associated with the business, group or organization sponsoring said event, nor shall anything herein preclude the charging of a fee for general admission to such events. Nothing herein shall preclude the sale or dispensing of food, beverages or confections to persons attending or participating in any special event approved by CITY Director of Parks and Recreation and sponsored by or for the benefit of any religious, charitable, benevolent organization, youth group or civic organization or public entity or association, including CITY, provided such event does not exceed a period of three (3) consecutive days.
7. Rules and Regulations, and Compliance With Law. COMPANY agrees to abide by all reasonable rules and regulations promulgated by the Director of Parks and Recreation, all ordinances of the CITY, and all applicable state or federal statutes, regulations or laws, including best practices provided by ASTM, IAPA and ANSI standards. COMPANY shall not permit nor allow any illegal action, practice or enterprise to be conducted on the premises. COMPANY further agrees to abide by all laws and ordinances of CITY and

the State regulating the sale of alcoholic beverages within CITY, as the same now exist or as may be lawfully adopted hereafter. Nothing herein shall be deemed to grant the COMPANY a CITY license under such laws or ordinances.

8. Rent. COMPANY agrees to pay CITY as a use fee or compensation for the rights granted herein the sum of five percent (5%) of the gross receipts derived by COMPANY from the conduct of its business and use of the rights granted herein. For the purposes hereof, the term "gross receipts" shall mean all revenues and receipts from all sources of any kind and nature except for the state sales tax. All rent shall be due and payable on the 10th day of the month following the month in which the gross receipts are received by COMPANY. All rent shall be paid to the offices of the City Treasurer, P.O. Box 50220, Idaho Falls, Idaho, 83405. Simultaneously with the delivery of such rent payment, COMPANY shall deliver a copy of reports filed with the Idaho State Tax Commission reflecting the daily gross receipts collected and derived from the operation of the business for each operating day during the month for which such rent is payable.
9. Installation of New Devices. COMPANY agrees that it shall not install, replace, or remove any ride, amusement device or equipment without prior written approval of CITY Director of Parks and Recreation.
10. Record Keeping.
 - a. COMPANY shall keep records for all attractions as follows:
 1. Any maintenance or rehabbing of the attractions or facilities, plus all documentation of daily preventive maintenance checks preformed;
 2. Any medical injuries (whether the injury is considered a minor to major injury);
 3. All health codes are being followed and being maintained in the concessions operations;
 4. Calendar of events and groups to assist in coordinating park traffic needs.
 - b. CITY reserves the right to hire a third party organization to inspect COMPANY facilities, records and equipment during operating season. COMPANY will participate in costs associated with inspection and pay up to fifty percent (50%) of associated costs. CITY further reserves the right to require no less than two (2) inspections per operating season.

11. Examination of Books and Records. CITY shall have at all reasonable times and places, the right to examine all financial records of the COMPANY reflecting COMPANY's daily gross receipts or otherwise containing supporting data upon which the report submitted to the Idaho State Tax Commission is based.

12. Company Staff.

- a. COMPANY shall provide and supervise an adequate number of trained employees to render good service and perform necessary maintenance on attractions and on the operations. COMPANY shall provide and supervise an adequate number of trained employees to clean, mop, sanitize, stock, empty trash cans and place trash can liners in cans at the park seating area located on agreed upon the property. COMPANY agrees that it shall not hire or retain any employee who has been convicted of any crime of violence, or crime involving theft, or any felony, within the ten (10) previous years.
- b. COMPANY shall designate one (1) member of their staff as the Facility Manager with whom CITY may communicate with on a daily basis. The Facility Manager shall devote substantial time and attention to the operation and be directly involved in all operations. In addition, the Facility Manager shall be fully acquainted with all operations and be familiar with the terms and conditions of this Agreement.
- c. COMPANY shall furnish courteous, efficient and quality service to meet the reasonable demands of CITY and all COMPANY customers. COMPANY shall control, and is responsible for, the conduct, demeanor and appearance of its officers, agents, employees, representatives, guests, contractors and others while doing business as provided herein.
- d. CITY may at any time give COMPANY written or verbal notice to the effect that the conduct or action of any designated employee of COMPANY is, in the reasonable belief of CITY, detrimental to the interest of the public patronizing. COMPANY will meet with CITY to consider the appropriate course of action with respect to such matter, and COMPANY shall take reasonable measures to assure CITY that the conduct and activities of COMPANY employees will not be detrimental to the interest of the public.
- e. COMPANY shall provide an alcohol, smoking and drug free zone, which includes employees being alcohol, smoking and drug free at all times.

13. City Staff.

- a. CITY will support COMPANY where practicably providing courteous and

professional assistance when requested. CITY will communicate with COMPANY regarding birthday parties, group events and after-hour events at the park, where practicable.

- b. CITY will attempt to address any issues presented to CITY by COMPANY regarding needs and will work with COMPANY to resolve issues in a timely manner.
 - c. CITY will endeavor to meet with COMPANY on a bi-monthly basis to discuss general COMPANY related items, events, parties and review operations.
14. Health Inspections. CITY may contact the Bonneville County Health Department and request an inspection of the log concessions building at any time or for any reason.
15. Insurance and Indemnification.
- a. CITY shall be responsible for the following:
 - 1. CITY may, at its sole discretion, maintain fire and property damage insurance for the log concession hut exclusive of the contents.
 - 2. CITY shall have no obligation to maintain any property damage, fire or hazard insurance of any kind on any ride, amusement device or other equipment owned or operated by COMPANY.
 - b. COMPANY shall be responsible for the following:
 - 1. COMPANY may, at its sole discretion, maintain fire and property damage insurance for the contents of the log concession hut and for the concession-stand and its contents.
 - 2. COMPANY shall secure and maintain throughout the term hereof public liability insurance with a reliable insurance company authorized to do business within the State of Idaho, in an amount of not less than one million dollars (\$1,000,000) single limit liability for personal injury, death and property damage. CITY shall be named as an additional insured under such policy. COMPANY further agrees to indemnify, save and hold harmless CITY from any and all claims, actions, suits, attorney fees, costs and expenses arising from or in any way connected with the COMPANY's operation of its business or use of the premises. COMPANY shall deliver to CITY a copy of a certificate of liability evidencing such insurance coverage

prior to April 1 of each contract year during the term hereof. Notwithstanding the foregoing, nothing herein shall require COMPANY to indemnify or hold CITY harmless from any claim, action or suit arising from or in any way related to any act or omission of CITY or its agents, officers or employees.

c. Indemnification:

1. CITY, and its respective elected and appointed boards, officials, officers, agents, employees, and volunteers shall have no liability to COMPANY, or any other person or entity, and COMPANY shall indemnify, defend, protect, and hold harmless CITY from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "Claims"), which CITY may suffer or incur or to which CITY may become subject by reason of, or arising out of, any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or otherwise occurring as a result of, or allegedly caused by, COMPANY's performance of, or failure to perform, any services under this Agreement, or by the neglect or willful acts or omissions of COMPANY, its agents, officers, directors, or employees, committed in performing any of the services under this Agreement.
 2. If any action or proceeding is brought against CITY by reason of any of the matters against which COMPANY has agreed to indemnify CITY as provided above, COMPANY, upon notice from CITY, shall defend CITY at its expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. CITY need not have first paid for any of the matters to which CITY are entitled to indemnification in order to be so indemnified. The limits of the insurance required to be maintained by COMPANY in this Agreement shall not limit the liability of COMPANY hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.
 3. The provisions of this section do not apply to Claims occurring as a result of CITY's active negligence or acts of omission.
16. Utilities. CITY shall furnish all exterior security lighting for the premises; provided, however, COMPANY shall pay for all other electrical, gas, water, sewer, telephone, garbage or other utilities associated with the use by COMPANY of the premises and equipment thereon.

17. Pest Control. COMPANY shall maintain a valid contract from a certified pest control vendor to provide adequate pest control service for the inside of the log concession hut during the term of this Agreement. A copy of the pest control services agreement will be delivered to CITY on or before April 1 of each contract year.

18. Maintenance of the Premises and Improvements.
 - a. CITY shall be responsible for the following:
 1. Maintenance of the roof, exterior walls, heating and cooling system and the ventilation hood on the fryer of the log concession hut located on the premises.
 2. Performance of adequate pest control on the outside of the log concession hut during the term of this agreement
 3. Maintenance of the existing asphalt located within the boundaries of the COMPANY's chain link fence and along the perimeter of the log concession building. This does not preclude CITY from developing and implementing a landscaping plan outside of COMPANY's amusement park boundaries.
 4. Maintenance of the roof, exterior walls, lighting, and other interior improvements of the log storage building located just west of the log concession building.
 5. Watering and care of all trees adjacent to and within the perimeter of the amusement park. CITY will coordinate all tree trimming with COMPANY in order to minimize or avoid interruption to COMPANY's operations.
 6. Maintenance of all access roads and sidewalks entering and exiting the immediate vicinity of the amusement park area.
 7. Maintenance and repair of the overhead lighting.
 8. Regularly maintain all picnic tables and benches free from broken boards, flaked, peeling or chipped pain and all bolts securely fastened.

- b. COMPANY shall be responsible for the following:

1. Maintenance of the roof, exterior walls, lighting, plumbing and other interior improvements of the concession hut.
 2. Removal of all debris, waste, garbage generated from COMPANY's operations.
 3. Maintenance of the roof, exterior walls, lighting, and other interior improvements of the half-dome miniature train storage building located just east of the log concession building.
 4. Maintenance of any rides, amusements or other equipment owned or operated by the COMPANY.
19. CITY Maintenance Inspections. CITY may conduct inspections of the amusement park premises at any time and shall provide COMPANY a copy of each inspection report within forty-eight (48) hours after the completion of the inspection. Such inspection report shall be in substantially the same form as Exhibit "B" attached hereto.
20. Vendors/Supplies. COMPANY shall be responsible for selecting COMPANY's own vendors. All such COMPANY-selected vendors shall be reputable and shall be selected not only because of price but also for quality and overall customer service. COMPANY shall provide CITY with a vendor list that includes contact information, once agreements with the vendors are signed.
21. Non-Exclusive Agreement. This Agreement is not an exclusive contract for such services between CITY and COMPANY. CITY may, at its sole option, contract with other entities for similar services at other CITY venues.
22. Signs, Advertisements and Marketing.
- a. COMPANY shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon property, any sign or other similar advertising device without having first obtained prior written consent from CITY. COMPANY, at its own expense, shall install a new design type or style of signage that shall be mutually agreed upon by COMPANY and CITY. Any such sign or similar advertising device erected, installed, or operated during the term of this Agreement must be removed, at the sole cost of COMPANY, immediately upon termination or expiration of this Agreement. COMPANY will not advertise offsite businesses without prior, written approval of CITY.
 - b. COMPANY will develop a marketing campaign that references Tautphaus Park with CITY'S prior written consent.

- c. With the exception of park and food or beverage carts located in the areas shown in Exhibit "A," COMPANY shall not display or sell merchandise outside of the defined exterior walls and permanent doorways of the areas shown in Exhibit "A." COMPANY shall not install any exterior lighting, amplifiers, or similar devices or use in or about the areas shown in Exhibit "A," any advertising medium which may be heard or seen outside the areas shown in Exhibit "A," such as flashing lights, searchlights, loudspeakers, phonographs, or radio broadcasts. COMPANY shall not install any window displays in the areas shown in Exhibit "A," without prior approval of CITY.

23. Quality of Products and Services.

- a. In the course of discharging its responsibilities under the terms of this Agreement, COMPANY shall at all times ensure maintenance of the highest standards of quality in both the products offered for sale and in the service provided.
- b. COMPANY shall offer for sale only foods and beverages of such quality as judged acceptable by CITY. All products shall be appealing in appearance. CITY shall have the right, at all times when employees or representatives of COMPANY are present, and whether facility is in operation or not, to inspect products to be sold by COMPANY, and approve or reject them if they do not meet the requirements of this Agreement.
- c. COMPANY shall furnish prompt, courteous, efficient, inoffensive, and quality service to meet the reasonable demands of CITY, and the public and patrons visiting facility. COMPANY shall furnish all authorized and/or required services on a fair, equal and non-discriminatory basis to all patrons.
- d. COMPANY shall conduct its business in an orderly, cooperative and proper manner so as not to annoy, disturb, disrupt, offend or otherwise interfere with the on-going operation of the park and/or CITY's patrons and employees.

24. Non-Exclusive Agreement. This Agreement is not an exclusive contract for such services between CITY and COMPANY. CITY may, at its sole option, contract with other entities for similar services at other CITY venues.

25. Uniforms. COMPANY employees shall be in uniform, or other clothing or markings, that adequately identifies COMPANY employees at all times during operating hours. COMPANY shall consult with, and obtain prior approval from, CITY regarding any proposed uniform.

26. Subcontracting, Delegation and Assignment.

- a. COMPANY shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to COMPANY from CITY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:
 1. The amount involved, together with COMPANY's analysis of such cost or price;
 2. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY; and
 3. The requirement to hire only those persons authorized by federal law to work in the United States.
- b. Any assignment, delegation or subcontract shall be made in the name of COMPANY and shall not bind or purport to bind CITY and shall not release COMPANY from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to COMPANY under this Agreement.

27. Right of First Refusal. During the term of this Agreement, CITY shall have a Right of First Refusal for the purchase of the amusement devices and concession equipment utilized by COMPANY on the licensed premises. If COMPANY receives a *bona fide* offer from a third party for the purchase of all or any portion of the amusement devices or concession equipment, within ten (10) days of receiving said offer, COMPANY shall give CITY written notice thereof and will send to CITY a copy of the offer and proposed purchase agreement outlining the terms of sale to said third party. COMPANY further agrees that it will not accept such offer without full and complete compliance with the terms and conditions of this section.

CITY shall have ten (10) days following the date COMPANY first physically delivers such proposed purchase agreement to decide whether to purchase the amusement

devices and concession equipment from COMPANY at the same price and on the same terms as contained in the proposed purchase agreement.

If CITY desires to purchase such devices and equipment in accordance with the terms and conditions of such offer, CITY shall, within said ten (10) day period deliver to COMPANY written notice of its intend to exercise this Right of First Refusal. Within thirty (30) days after delivery of such notice, the parties shall mutually execute a written agreement memorializing the terms and conditions of such agreement. If CITY fails to so exercise this Right of First Refusal, COMPANY shall be at liberty to enter into a contract for the sale of the amusement devices and concession equipment with the original offering party on the same terms and conditions set forth in the offer delivered to CITY.

28. Termination. In the event COMPANY shall file a petition for bankruptcy or have filed against it any such petition, undertake any reorganization of creditors, or fail to substantially conduct business upon the leased premises for ten (10) or more consecutive days during the summer season (April through September, inclusive), excluding CITY authorized closures or closures due to weather or other circumstances not in COMPANY's control, this Agreement may be terminated by CITY upon three (3) days written notice delivered to COMPANY.
29. Removal of Personal Property Upon Termination. In the event this Agreement is terminated by CITY or upon the expiration of the original term of this Agreement, COMPANY shall promptly surrender possession of the premises to CITY on or before midnight of the day of such termination and shall, within one hundred twenty (120) days after such termination date, remove all personal property, equipment and appurtenant machinery owned by COMPANY.
30. Default. If COMPANY fails to abide by contract and/or line items identified in this Agreement, COMPANY will be considered to have defaulted on this Agreement. CITY will communicate with twenty-four (24) hours of notice of any default. COMPANY will have forty-eight (48) hours to comply by curing the breach of this Agreement.
31. Assignment Prohibited. COMPANY shall not sell, convey, lease, sub-lease, encumber or transfer this Concession Agreement, or any of the rights granted herein, to any other party or entity without the express written consent of CITY, which consent shall not be unreasonably withheld. Nothing herein shall be construed as or deemed to be consent on the part of CITY to the filing of any lien or encumbrance by any third party against the premises which are the subject of this Agreement.

32. Relationship between the Parties. Nothing herein shall be construed as or be deemed to create any partnership, joint enterprise or undertaking between the parties and the parties shall be deemed to be independent contractors with respect to each other. Neither party shall have any right or authority to act as an agent or representative of the other.
33. Notices. All notices required or permitted by this Agreement shall be mailed to the parties at the following addresses:

City of Idaho Falls
Attn: Parks & Recreation Director
P.O. Box 50220
Idaho Falls, Idaho 83405

LOML, L.L.C. d/b/a Funland
Ann: Ann Rehnberg
1680 Lindsey Blvd.
Idaho Falls, Idaho 83402

All notices shall be deemed delivered upon the deposit thereof in the U.S. Mail, certified mail return receipt requested, postage prepaid, addressed to the receiving party at the address set forth above or such other address which has been given in writing to the sending party.

34. Attorney Fees. In the event it becomes necessary to enforce the terms and provisions hereof, the defaulting party agrees to pay the reasonable attorney's fees and costs of the prevailing party.
35. Complete Agreement. This writing evidences the complete and final agreement between the parties, and no other representation, covenant, promise or statement of the parties shall be binding except as expressly set forth herein.

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 _____
Rosemarie Anderson, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

"COMPANY"
LOML, L.L.C. d/b/a Funland

By _____
Ann Rehnberg, Owner

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2014, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known or identified 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)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this _____ day of _____, 2014, before me, the undersigned, a notary public, in and for said State, personally appeared Ann Rehnberg, known or identified to me to be the Owner of LOML, L.L.C. d/b/a Funland, an Idaho company, 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 said _____.

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)



a program for everyone



520 Memorial Drive • P.O. Box 50220 • Idaho Falls, ID 83405 • 208-612-8480

MEMORANDUM

To: Honorable Mayor & City Council

From: Greg A. Weitzel, Director, Parks and Recreation Division

Date: February 25, 2014

Subject: **GOLF FACILITY CONCESSION AGREEMENT WITH CANTEEN SERVICE VENDING**

Attached for your consideration is the Golf Facility Concession Agreement between the City of Idaho Falls and Canteen Service Vending to operate the cafes at Pinecrest, Sage Lakes and Sand Creek golf courses for the duration of three (3) years. This agreement has been reviewed and approved by the City attorney.

The Parks and Recreation Division respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said agreement with Canteen Service Vending.

Respectfully,

Greg A. Weitzel, MS, CPRP
Division of Parks and Recreation

laj

cc: Mayor
Council
City Clerk
File

GOLF FACILITY CONCESSION AGREEMENT BETWEEN THE CITY OF IDAHO
FALLS, IDAHO AND CANTEEN SERVICE VENDING

THIS GOLF FACILITY CONCESSION AGREEMENT BETWEEN THE CITY OF IDAHO FALLS, IDAHO AND CANTEEN SERVICE VENDING (hereinafter "Golf Facility Concession Agreement"), is made and entered into this ____ day of _____, 2014, 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 CANTEEN SERVICE VENDING OF IDAHO, INC., an Idaho corporation, 1275 Mercury Avenue, Idaho Falls, Idaho 83402 (hereinafter "CSV").

WITNESSETH:

For and in consideration of the mutual promises, covenants and conditions set forth herein, the parties agree as follows:

1. Premises. CITY hereby leases to CSV all of those certain properties described in this Golf Facility Concession Agreement, together with those certain rooms and space located in the Southwest corner of the Pinecrest Golf Course Clubhouse; the refreshment stand located in the area between the ninth (9) and thirteenth (13) greens of Pinecrest Golf Course; the café at Sandcreek Golf Course; and the café at Sage Lakes Golf Course (hereinafter "Leased Properties") and other areas as approved by the Director of Parks and Recreation and/or his or her designee.

2. Term. The term of this Golf Facility Concession Agreement shall commence on March 1, 2014, and shall terminate on October 31, 2016. In the event the golf season is extended by CITY, CITY shall have the right to require CSV to keep the Leased Properties open

during such extended season, provided, however in such event, such extension shall not cause or require any increase in the base rent as set forth in Section 3A of this Golf Facility Concession Agreement.

3. Rent.

A. CSV agrees to pay CITY rent for such Leased Properties and facilities in the amount of five percent (5%) of CSV's monthly gross receipts derived from the conduct of the Leased Properties, food and beverage cart, vending machines and other business upon the Leased Properties.

B. The terms "gross receipts" for the purposes of computing the rent set forth above shall include all revenue or income from any source derived from the operation of the Leased Properties or any other activity required or allowed under this Golf Facility Concession Agreement, including but not limited to operation of vending machines, commissions on sales from suppliers, and any food or beverage cart or facility. Gross receipts include any that are earned, accrued, or vested during any term of this Golf Facility Concession Agreement, even if not paid to CSV before expiration of such term. The term shall not include amounts derived from the collection of any sales taxes by CSV in conjunction with such activities.

C. All monthly rent shall be paid on the tenth (10) day of each month following the end of each calendar month. All monthly rent shall be paid in cash, money order, certified check or company check at the office of the City Treasurer, 308 Constitution Way, Idaho Falls, Idaho (the "Treasurer"). CSV shall provide and deliver to the Treasurer, simultaneously with the payment of said rent, an itemized statement of CSV's monthly gross receipts. In the event CSV fails to pay such rent prior to the tenth day of the month, CSV shall also pay a late payment penalty in the amount of five percent (5%) of the amount then due. Interest shall also accrue on such unpaid rent at a rate of eighteen percent (18%) per annum, commencing upon such due date.

4. Financial Records. CSV shall maintain financial records fully accounting for all gross receipts and disbursements related to all business conducted upon the Leased Properties, including sales taxes collected. All gross revenues and disbursements shall be segregated on a

monthly basis in the following categories, namely:

- A. Café or Restaurant
- B. Vending Machines
- C. Catering and Company Outings
- D. Food and Beverage Cart
- E. Other Activities/Business

CSV agrees to permit CITY to inspect and/or audit CSV's financial records upon reasonable notice to CSV. CSV agrees to keep all records in accordance with standard accounting and bookkeeping practices.

5. Hours of Operation. The Leased Properties shall be open to the golfing public coincidental with the seasonal opening of the respective golf course(s). During the golfing season, CSV agrees to keep the Leased Properties open and to furnish food and service to the public from 7:00 a.m. to 9:00 p.m. local time on weekdays and 6:00 a.m. to 9:00 p.m. local time on weekends and holidays, except as otherwise approved by the Director of Parks and Recreation, and/or his or her designee. If ordered by the Director of Parks and Recreation, CSV agrees to provide food and service at times other than at above hours to meet special situations.

Refreshment stands shall be open and in operation for service to the golfing public at 12:00 p.m. to 7:00 p.m. local time on all weekdays, excepting holidays and tournament days and from 10:00 a.m. to 6:00 p.m. local time on holidays, tournament days and weekends, except as otherwise approved or modified by the Director of Parks and Recreation and/or his or her designee.

6. Food, Beverage Cart and Vending Services.

A. CITY agrees to provide, and CSV agrees to operate, a food and beverage cart during golf tournaments, special events and special weekend activities, at such locations, times and manner as determined by the manager of the respective golf course(s). Such food and beverage cart shall be operated in a clean, sanitary and attractive condition and shall be fully compliant with all health and safety laws of the City of Idaho Falls and the State of Idaho.

B. In consideration of the foregoing, CSV is hereby granted the exclusive right to place food and beverage vending machines within the Leased Properties and within five (5) feet of the exterior perimeter of the Leased Properties, provided such vending machines do not obstruct, impede or in any way interfere with the safe, sound and efficient operation of the golf course. CITY reserves the right to place non-food and beverage vending machines along the perimeter of the Leased Properties, as so designated, provided such vending machines do not otherwise impede or impair access to the Leased Properties by CSV or its licensees.

C. CSV agrees that all food and beverages sold from the beverage cart and vending machines shall be sold at reasonable prices comparable to prices charged at other public golf courses or public recreational facilities within southeast Idaho. CSV further agrees to provide copies of CSV's daily cash register receipts and Z tapes to CITY upon demand by CITY. Such records and/or receipts shall be provided during normal business hours and within three (3) days after delivery of a written or verbal request for such statements and invoices by CITY or its officers, agents or employees.

7. CSV Staff.

A. CSV shall provide and supervise an adequate number of trained employees to render good service and to perform necessary maintenance in the Leased Properties and on the beverage cart(s). Additionally, CSV shall provide and supervisor an adequate number of trained employees to clean, mop, sanitize, stock, empty trash cans and place trash can liners in cans in the concessions seating area located in and around Leased Properties, including adjacent outside areas. CSV agrees that it shall not hire or retain any employee who has been convicted, or who has admitted to the elements of any crime of violence, or crime involving theft, or any felony, within the ten (10) previous years.

B. CSV shall designate one (1) member of its staff as the Facility Manager with whom CITY may communicate with on a daily basis. CSV's Facility Manager shall devote substantial time and attention to the operation of concession, pursuant

to this Golf Facility Concession Agreement and be directly involved in all operations of concession. In addition, CSV's Facility Manager shall be fully acquainted with all concession operations, familiar with the terms and conditions of this Golf Facility Concession Agreement and hold a valid Food Safety Certification or equivalent as required by law.

C. CSV shall furnish courteous, efficient and quality service to meet the reasonable demands of CITY, and all customers. CSV shall control, and is responsible for, the conduct, demeanor and appearance of its officers, agents, employees, representatives, guests, contractors and others while doing business as provided herein.

D. CSV employees shall be in uniform at all times during operating hours. CSV shall consult with, and obtain prior approval from, CITY regarding any proposed uniform.

E. CITY may, at any time, give CSV written or verbal notice to the effect that the conduct or action of any designated employee of CSV is, in the reasonable belief of CITY, detrimental to the interest of the public patronizing concession. CSV will meet with CITY to consider the appropriate course of action with respect to such matters, and CSV shall take reasonable measures to assure CITY that the conduct and activities of CSV employees will not be detrimental to the interest of the public.

F. CSV shall comply with all applicable Federal, State and local laws, including City of Idaho Falls ordinances, policies and regulations.

8. CITY Staff.

A. CITY will support CSV and provide courteous and professional assistance when needed. CITY will make reasonable efforts to communicate with CSV regarding birthday parties, group events and after-hour events.

B. CITY will attempt to address any issues presented to CITY regarding this Golf Facility Concession Agreement, and will work with CSV to resolve issues as quickly as possible.

C. CITY will meet with CSV on a bi-weekly to monthly basis to discuss general golf course related items, events, parties and review concession operations.

9. Exclusive Rights. CITY agrees that it will not permit or authorize any other person to sell, dispense or otherwise engage in the business of selling or dispensing any food or beverages

within or upon the Leased Properties, without permission of CSV. CSV shall pay for all electricity or other utility service except as otherwise agreed hereinbelow. CITY shall provide at its own expense electricity or other utility service for the Pinecrest Great Room, all garbage, water and sewer services required for the demised premises. CSV shall provide all janitorial and cleaning services for the demised premises.

10. Utilities. CSV shall pay for all electricity or other utility service except as otherwise agreed hereinbelow. CITY shall provide at its own expense all garbage, water and sewer services required for the Leased Properties. CSV shall provide all janitorial and cleaning services for the Leased Properties.

11. Health and Sanitary Operation of Leased Properties and Other Activities. CSV agrees to conduct its business at all times in accordance with all laws, ordinances, regulations, and standards approved or adopted by the duly constituted public health or other regulatory authorities having jurisdiction over CSV. CSV further agrees to keep, maintain, operate and conduct operations at the Leased Properties and from food and beverage cart in a clean, sanitary and attractive condition. All employees shall be properly and neatly attired, trained and shall conduct themselves in a polite and courteous fashion at all times while interfacing with the general public.

12. Compliance With Law. CSV agrees to comply with all federal or state laws or regulations or any county, city or other local ordinances or regulations governing the operation of the restaurant or bar business or other activities conducted upon the Leased Properties.

13. Ingress and Egress. CSV and its employees and customers shall have the right of ingress and egress to and from the Leased Properties and the parking lots, driveways and

sidewalks appurtenant thereto, subject to the rights of existing tenants and in common with other existing and future tenants of CITY. CSV and its employees and customers, shall also have a right to use the parking facilities at the respective golf course(s) as may be agreed and approved by the Director of Parks and Recreation.

14. Use and Repair of Equipment.

A. CSV is authorized to use concession and all equipment located in the Leased Properties, including all refrigeration units, freezers, grills, fryers, food dispensers, CO2 bottles, beverage dispensers, warming units, pagers, food slicers, serving and preparation utensils and equipment, holding equipment, restroom with lockers, sinks, ovens, microwaves, ice making machines, beverage carts and external BBQ. CITY agrees to repair CITY's equipment.

B. CSV shall obtain prior written approval from CITY to make any major alterations to the set-up of Leased Properties (e.g. installation of new equipment).

15. Inventory.

A. Prior to beginning preparations and operations (and prior to each Operating Season thereafter), CITY personnel and CSV will conduct an inventory of all equipment and agree upon the equipment contained in the Leased Properties. At the conclusion of each Operating Season, CITY personnel and CSV will conduct a final inventory of all equipment contained in the Leased Properties. CSV shall be responsible for replacement costs of any missing equipment or damage to any CITY equipment caused by the acts or omissions of CSV or any of its employees, officers, agents or contractors.

B. At the conclusion of each Operating Season, CSV shall return the Leased Properties to their clean pre-use condition (to CITY's satisfaction). The parties agree that CITY will charge CSV, and CSV agrees to pay, for any expense incurred resulting from CSV's failure to comply with this requirement.

16. Maintenance of Leased Properties. Except as set forth below, CSV agrees to properly maintain the interior walls, ceilings, light fixtures and plumbing fixtures located within the Leased Properties and shall keep the leased equipment in a clean, attractive, neat, orderly, workable and sanitary condition at all times. CSV further agrees to repair and restore any

property of CITY destroyed or damaged by conduct of CSV, its agents or employees. CSV shall not be responsible for damage to CITY's property caused by the elements, acts of God, the public enemy or other causes which are beyond CSV's control. CITY agrees to maintain at its own expense the roof, exterior walls, exterior glass and any water or sewer mainlines or electrical equipment and appurtenant facilities beyond the boundaries of the Leased Properties.

17. Inspection of Leased Properties. CITY shall have the right to inspect, or to cause to be inspected, said Leased Properties at all reasonable times.

18. Habitability of Leased Properties. In the event the Leased Properties are rendered totally or substantially unfit for use by fire or other casualty not caused by CSV, the rent reserved herein shall be suspended or abated in the same proportion as the property is rendered unfit for use until the Leased Properties shall have been put in proper condition for the use herein contemplated, but if the Leased Properties cannot be so restored within ninety (90) days, either party may terminate this Golf Facility Concession Agreement by giving the other written notice of such decision to terminate.

In the event the Leased Properties are rendered totally or partially unfit for use by fire or other casualty not caused by CSV, the rent reserved herein shall be suspended or abated until the Leased Properties shall have been put in proper condition for the use herein contemplated, but if the Leased Properties cannot reasonably be rendered habitable within ninety (90) days, either party may terminate this Golf Facility Concession Agreement by giving the other written notice of such decision to terminate.

19. Termination by CSV. This Golf Facility Concession Agreement may be terminated by CSV upon the happening of any one of the following events, namely:

A. The permanent abandonment of the respective golf course where the Leased Properties are located.

B. Issuance by a court of competent jurisdiction of an injunction against CITY which prevents or restrains the use or operation of the respective golf course by

CITY or which prevents or restrains CSV's use of the Leased Properties, and which injunction remains in force for a period of at least ninety (90) days.

C. The default by CITY in the performance of any covenant or agreement herein required to be performed by CITY and failure of CITY to remedy such default for a period of thirty (30) days after receipt from CSV of written notice to remedy the same.

20. Termination by CITY. This Golf Facility Concession Agreement may be terminated by CITY upon the happening of any one of the following events, namely:

A. Failure of CSV to pay the whole or any part of the rentals, charges, or license fees set forth herein after the same are due and after thirty (30) days written notice of delinquency has been delivered to CSV.

B. The making by CSV of an assignment for the benefit of creditors, the filing by CSV of a voluntary petition in bankruptcy or the filing by any person of a petition for involuntary bankruptcy of CSV.

C. The violation by CSV of any law, regulation or ordinance in the Leased Properties or in the conduct of CSV's business. CSV shall be notified of such violation and be given a reasonable opportunity to correct and rectify the same.

D. The abandonment by CSV of the Leased Properties or any substantial portion thereof.

E. CSV's default in the performance of any other covenant or condition set forth in this Golf Facility Concession Agreement and failure to remedy such default within thirty (30) days after written notice of such default has been delivered to CSV in the manner set forth in Paragraph 27 of this Golf Facility Concession Agreement.

21. Worker's Compensation Insurance. CSV agrees to procure and keep in force at all times during operation or use of the Leased Properties, worker's compensation insurance for all of CSV's employees, as required by law.

22. Indemnification and Liability Insurance. CSV agrees to indemnify and hold harmless CITY from any and all claims, expenses, damages, liabilities, or costs arising from any negligent act or fault of CSV or its agents or employees. CSV further agrees to procure and maintain liability insurance from a licensed, reputable insurance company, insuring CSV and CITY against loss by reason of any such occurrence on the Leased Properties in the amount of not less than the greater of (1) Five Hundred Thousand Dollars (\$500,000) single limit liability for death or personal injury and One Hundred Thousand Dollars (\$100,000) for property damage or, (2) the amount set forth in Idaho Code Section 6-924 as currently in force or as subsequently amended. Both CSV and CITY shall be named insured under any such insurance policy.

23. Warranties. CITY makes no warranties of habitability or fitness for any particular purpose or any other warranty of any kind or nature, express or implied, with regard to any real or personal property or fixtures leased hereby, and CSV accepts such property and fixtures in an AS IS condition.

24. Remodeling and Trade Fixtures. CSV shall make no improvements, alteration, changes, modifications, or remodeling to the Leased Properties or add or install any fixture, equipment, or other property to the demised premise without the prior written consent of the Director of Parks and Recreation. The cost of any improvements, alterations, changes,

modifications, or remodeling made to the Leased Properties by CSV shall be borne entirely by CSV. Any improvements, alterations, changes, modifications, or remodeling made to the Leased Properties by CSV shall become the property of CITY upon termination of this Golf Facility Concession Agreement, without compensation therefor by CITY. Any equipment or movable fixtures installed by CSV shall remain the property of CSV, and upon termination of this Golf Facility Concession Agreement. CSV may remove said equipment or movable fixtures and shall immediately repair any and all damage to the Leased Properties caused by any such removal.

25. Signs, Advertisements and Marketing.

A. CSV shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the concession buildings, any sign or other similar advertising device without having first obtained prior written consent from CITY. CSV, at its own expense, shall install a new design type or style of menu board that shall be mutually agreed upon by CSV and CITY. Any such sign or similar advertising device erected, installed, or operated during the term of this Golf Facility Concession Agreement must be removed, at the sole cost of CSV, immediately upon termination or expiration of this Golf Facility Concession Agreement. CSV will not advertise offsite businesses without prior, written approval of CITY.

B. CSV and the CITY will create a long-term marketing campaign that promotes the Idaho Falls Golf Courses and concessions.

26. Maintenance. CSV shall maintain the Leased Properties, fixtures, and equipment leased herein in a good, workable condition and return the same at the termination of this Golf Facility Concession Agreement, in as sound as condition as it now is, normal wear, tear and depreciation excepted. CSV will maintain all mechanical equipment in accordance with manufacturer's recommendations.

27. Discriminatory Practices. CSV agrees to provide fair and impartial treatment to all employees with respect to recruitment, hiring, training, promoting and other personnel programs or benefits without regard to race, color, religion, age, sex, national origin, sexual orientation, gender identity/expression, or physical handicap, except where sex is a bona fide occupational qualification or where a handicap would prevent satisfactory performance. CSV shall not engage in any discrimination on account of race, color, religion, age, sex, national origin, sexual orientation, gender identity/expression, or physical handicap with regard to any persons patronizing CSV's business.

28. Quality of Service. CSV agrees to offer and sell all food, beverages, and other services at fair and reasonable prices and shall cook, prepare, serve and sell said commodities in a sanitary environment and in an expeditious manner. CITY shall have the right to review and approve the concession menu at the commencement of the term of this Golf Facility Concession Agreement.

29. Menu and Pricing.

A. CITY and CSV shall agree upon the pricing of the products and services provided by CSV.

B. Because of the importance of competitive pricing, CSV agrees to price all food, beverages, goods and services at a rate comparable to the prices of said products and services of comparable CSV's in Bonneville County, Idaho. CSV shall provide for the consideration and selection of patrons, a wide range of standard menu items including, or similar to, those menu items agreed upon between the parties. All such menus and price lists shall be submitted to CITY in writing. CITY shall have ten (10) working days to object to any menu items or prices proposed by CSV, or said menu items and prices shall be deemed approved. In addition, said menus and price lists shall be printed by CSV, at CSV's sole expense, and made available to prospective patrons.

30. Nature of Business. CSV agrees to conduct only a restaurant and all business activities normally associated with the conduct thereof along with such other activities as are expressed, permitted by this Golf Facility Concession Agreement. CSV shall have no right to conduct any other business unless such other business activity is first expressly approved by CITY in writing.

31. Subcontracting, Delegation and Assignment.

A. CSV shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to CSV from CITY under this Golf Facility Concession Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

- i. The amount involved, together with CSV's analysis of such cost or price;
- ii. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY; and
- iii. The requirement to hire only those persons authorized by federal law to work in the United States.

B. Any assignment, delegation or subcontract shall be made in the name of CSV and shall not bind or purport to bind CITY and shall not release CSV from any obligations under this Golf Facility Concession Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to CSV under this Golf Facility Concession Agreement.

32. Enforcement. If CSV defaults in the performance of any of the terms, conditions, covenants, or agreements set forth in this Golf Facility Concession Agreement, the parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Golf Facility Agreement by non-binding mediation. If the parties are unable to resolve the dispute through mediation, CSV shall pay to CITY all costs and expenses, including but not limited to a reasonable attorney's fee, including such fees on appeal, with the CITY may incur in enforcing this Golf Facility Concession Agreement, or pursuing any remedy allowed by the law for breach hereof, whether such is incurred by the filing of suit or otherwise.

33. Notices. All notices required or permitted to be given pursuant to the terms of this Golf Facility Concession Agreement shall be deemed to have been delivered upon deposit thereof in the U.S. Mail, postage prepaid, certified mail, return receipt requested, at the following addresses:

City of Idaho Falls
P.O. Box 50220
Idaho Falls, ID 83405-0220

Charles Bowers, President
Canteen Service Vending
1275 Mercury Avenue
Idaho Falls, Idaho 83402

or at such other addresses as the parties may from time to time designate to the other in writing.

34. Complete Agreement. This Golf Facility Concession Agreement shall constitute the complete and entire agreement of the parties, and the parties agree that all other representations, negotiations or statements not expressly set forth herein shall be of no force and effect. The parties further agree that any modification to the terms hereof shall not be effective unless expressly set forth in writing signed by the parties.

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

ATTEST:

“CITY”
City of Idaho Falls, Idaho

By _____
Rosemarie Anderson, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

“CSV”
CANTEEN SERVICE VENDING

By _____
Charles Bowers, President

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2014, 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)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this _____ day of _____, 2014, before me, the undersigned, a notary public, in and for said State, personally appeared Charles Bowers, known or identified to me to be one of the President of Canteen Service Vending, an Idaho corporation, 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 corporation.

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

(Seal)



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MEMORANDUM

To: Honorable Mayor & City Council

From: Greg A. Weitzel, Director, Parks and Recreation Division

Date: February 25, 2014

Subject: **PHASE TWO (2) SNAKE RIVER ANIMAL SHELTER CONSTRUCTION**

As per the attached Memorandum of Understanding between the City of Idaho Falls and the Snake River Animal Shelter approved by City Council on November 22, 2011, the Parks and Recreation Division and the Snake River Animal Shelter Design Review Committee respectfully requests the approval of the Mayor and City Council to begin phase two of the construction of the Snake River Animal Shelter – the pouring of concrete pads – as the necessary funding has been obtained.

Respectfully,

Greg A Weitzel, MS, CPRP
Division of Parks and Recreation

laj

cc: Mayor
Council
City Clerk
File

MEMORANDUM OF UNDERSTANDING

AGREEMENT, made this 23rd day of November 2011, by and between the CITY OF IDAHO FALLS (hereinafter referred to as the "CITY"), a municipal corporation, and the SNAKE RIVER ANIMAL SHELTER, INC. (hereinafter referred to as the "SRAS"), an Idaho non-profit corporation, whose address is P.O. Box 51741, Idaho Falls, Idaho 83405.

WHEREAS, the City owns certain property located north of downtown along the west side of the Snake River, which property is more particularly described in Exhibit "A" attached hereto (such property hereafter being referred to as the "City Property");

WHEREAS, the SRAS is willing to design, finance and construct an Animal Shelter and dog park for use by the animal protection groups and members of the public, subject to the execution of a Lease Agreement between the parties;

WHEREAS, upon completion of the construction of such Animal Shelter and dog park, the SRAS is willing to operate the facilities on a non-profit basis for the use and benefit of the public, all in accordance with the terms and conditions of an appropriate Lease Agreement to be executed by the parties at a later date, once the fundraising campaign for the shelter has generated sufficient funds to begin Animal Shelter and dog park construction;

WITNESSETH:

NOW, THEREFORE, it is hereby agreed as follows:

1. Design and Construction of Animal Shelter and Dog Park Facilities.

Subject to the terms, conditions and considerations set forth below, the SRAS agrees to design, finance, construct and operate an Animal Shelter and a dog park (the "Animal Shelter Facilities") upon the City Property. In consideration thereof, the City agrees to make available for such purposes a 16 acre parcel of property of such configuration and exact location as may be determined by the parties hereafter. Subject to availability of funds and lawful appropriation by the City Council, the City further agrees to make available for such purposes in-kind labor or material contributions or cash contributions, payable at such time and manner and in such amounts as may be determined at the sole discretion of the City and to apply the same towards the development of the site for such purposes.

2. Animal Shelter Services Provided by SRAS.

In consideration for the City's commitment to make the City Property available

for the use and operation of the Animal Shelter Facilities, SRAS agrees to design, finance, construct and operate the Animal Shelter Facilities for the entire term of the Lease Agreement. Services provided by the Animal Shelter Facilities will include, but not be limited to, housing, adoption, spay/neuter, fostering, grooming, recreation and education. Such services shall be provided on a non-profit basis for the use and benefit of the public, all in accordance with the terms and conditions of a lease agreement to be executed by and between the parties as provided herein. Nothing herein shall preclude or prevent SRAS from charging or collecting reasonable fees for such services, provided that all revenue derived from such fees shall be used solely for the purpose of operating such Animal Shelter. In no event shall such revenues inure to or be used for the benefit of any officer, employee, member or shareholder of SRAS, except for the payment of reasonable compensation for services rendered or for reimbursement of costs incurred in furtherance of the purposes of the Animal Shelter Facilities.

3. Design of the Animal Shelter Facilities.

The SRAS will retain at its own expense an architect or engineer to prepare plans and specifications and design drawings for the construction of the Animal Shelter Facilities. The parties shall immediately appoint a Design Review Committee consisting of the Chief of Police, the Director of the Parks and Recreation Division, a member of the Idaho Falls City Council, and three representatives of the SRAS. The City Council member shall be appointed by the City Council and the representatives of the SRAS shall be appointed by SRAS. The Committee shall appoint one of its members to serve as chair of the committee. All decisions of the committee shall be made by majority vote, consistent with such bylaws, policies and resolutions as may be adopted by the committee. Such Design Review Committee shall thereafter meet to review the design for the Animal Shelter Facilities. The Animal Shelter shall be designed in accordance with the following general design criteria:

- A. The Animal Shelter Facilities shall be designed to accommodate a phased development of Animal Shelter services including the establishment of a dog park.
- B. The Animal Shelter Facilities will include design features that promote a safe, healthy and accommodating environment for animals and visitors.
- C. The Animal Shelter Facilities will be designed to be operated in a highly efficient and economical manner using the most energy efficient design that is economically feasible.
- D. The interior and exterior of the Animal Shelter building shall be accessible to disabled persons and shall fully comply with all local, state and federal building codes, regulations and statutes, including but not limited to the Americans with Disabilities Act.

The Design Review Committee shall approve a total cost estimate for the

Animal Shelter Facilities based upon the design approved by the Committee. This total cost estimate shall include all construction costs (hereafter "Project Costs") necessary to construct the building and dog park and develop the site in accordance with the design approved by the Design Review Committee, including but not limited to all construction costs of the building, dog park, landscaping, utilities, parking lot paving, lighting, fees, permits, construction management fees, excavating, grading, site work, off site improvements, engineering and design fees and all other costs and expenses necessary to provide for a fully functional and complete building and site in accordance with the approved design. The estimate shall be prepared by a reputable, Idaho-licensed architect or engineer and shall include a certification that the estimate is a complete and reasonable estimate of all Project Costs, based upon existing market conditions, and that a ten percent (10%) construction contingency will be a reasonable and prudent contingency for the project, taking into consideration the time frame within which the construction is to be completed.

The Design Review Committee may approve the facility design using discrete design phases, which in turn will allow construction to be performed using approved phased design packages as described herein.

Upon completion of a design phase, including plans, specifications, cost estimates and schedule, and after review and approval by the Design Review Committee, the design phase shall be submitted to and mutually approved by the SRAS and the City Council. Such submission shall include, as a minimum, the applicable items listed as follows:

1. Site Plan
2. Building Floor Plan and Elevations
3. Landscape and Lighting Plan
4. HVAC Plans and Specifications
5. Utility Plans and Specifications
6. Construction Cost Estimate for all materials, labor, permits and engineering or architectural costs for such phase
7. Projected construction schedule for such phase.

4. Fund Raising Campaign.

A. Upon approval of the plans and specifications, costs estimates and construction schedule for each phase, the SRAS shall carry out a capital fund raising campaign to raise sufficient funds or in-kind commitments necessary to design and construct the Animal Shelter Facilities as described in the previous sections. SRAS shall install all utilities,

provide necessary landscaping and site development and to otherwise fully and completely finance all necessary and reasonable costs to accomplish the construction of the facilities and development of the surrounding site. Capital campaign funds may be used for construction of design packages approved by the Design Review Committee.

B. Prior to the start of construction for any design phase, the SRAS shall deliver to the City Council the following documents and certifications:

1. A certification by a reputable, Idaho-licensed accountant that SRAS has within its possession or control cash or other readily available funds, legally enforceable pledges of cash donations or in-kind pledges sufficient to entirely defray the estimated construction costs as so certified, together with a contingency fund and readily available cash in an amount not less than ten percent (10%) of the amount of such estimated construction costs. In-kind pledges shall not be considered within such certification unless and until SRAS has first received written approval and acceptance of such in-kind pledges by the Director of Parks and Recreation. For the purposes thereof, revocable pledges shall not be considered sufficient evidence of funds availability; however, legally binding commitments or agreements to provide cash may be considered for purposes of determining the sufficiency of available funds. Such certification shall be based upon a construction cost estimate prepared by a licensed architect or engineer within sixty (60) days prior to the date of such certification.

2. Status of all capital campaign fundraising activities which will include details on all funds and donations obtained to date, and a description of contemplated fund-raising plans for achieving the remaining total project funding needs.

C. All fund-raising and required certifications for the Animal Shelter Facilities shall be completed and delivered to the City within five (5) years from the date of approval of the first design phase by the SRAS and the City Council. In the event the SRAS fails to complete the fund raising campaign and deliver such certifications, then and in such event, this Agreement shall become null and void, unless such time frame is otherwise extended in writing by the City.

5. Execution of Lease Agreement.

Upon conclusion and delivery of the first of such certification, the City shall approve, execute and deliver to the SRAS, a Lease Agreement in substantially the same form as Exhibit "B" attached hereto and by this reference made a part hereof. As a condition precedent to the delivery of such Lease Agreement, the following conditions shall have been established:

A. The SRAS had delivered to the City a complete, final set of drawings and specifications for the Animal Shelter Facilities (building, utilities and site improvements) including any changes or additions incorporated into previously approved design documentation pursuant to section 3 hereof. Such drawings shall include the

following items:

1. Site plan.
2. Building floor plan and elevations.
3. Exterior elevations and specifications.
4. Landscaping plans.
5. Utility plans and specifications.
6. HVAC plans and specifications.

B. The Director of the City Parks and Recreation Division has approved such plans and specifications, as listed above.

As part of SRAS' capital fund raising campaign, SRAS may utilize information about the City's commitment to execute a lease in accordance with this section

6. Administration of Construction Contract.

Upon execution and delivery of the Lease Agreement, the SRAS shall thereafter award and administer all necessary contracts for the construction of the Animal Shelter Facilities in accordance with the final design approved by the City Council. Such construction shall commence within one (1) year after the date the Lease Agreement is executed by SRAS and the City, and shall be substantially completed within four (4) years after the date the Lease Agreement is executed. All contracts shall be awarded and administered solely by the SRAS in accordance with the plans and specifications approved by the City and the SRAS. The SRAS shall bear all risk for construction cost overruns or other unanticipated costs. Throughout the construction period, the SRAS shall ensure that the construction project is fully insured under a builder's risk policy and the SRAS shall procure and maintain a public liability policy having a combined single limit of not less than \$500,000. Such public liability insurance policy shall list the City of Idaho Falls as an additional insured thereon and shall include an endorsement requiring that notice be given to the City not less than thirty (30) days prior to the date of any termination of such policy. The SRAS shall also ensure that all of its contractors, subcontractors and workmen at the site have obtained workers' compensation insurance as required by law. Prior to the commencement of construction, the SRAS shall deliver to the City Clerk and City Attorney certificates evidencing such insurance coverage.

7. Water Rights.

The City agrees to seek annexation of the Premises into the New Sweden Irrigation District for the purpose of securing surface water rights from the District sufficient to irrigate the dog park. SRAS agrees to reimburse the City for all reasonable and necessary fees and costs paid to the District or otherwise incurred by the City in conjunction with such annexation application. SRAS further agrees to reimburse and pay to the City all annual assessments made by the District

for surface water supplied to the dog park. All such reimbursements shall be due and payable in full within thirty (30) days after delivery of a written statement by the City itemizing such costs and expenses.

8. City Contribution.

Prior to the commencement of construction, the parties may identify certain portions of the site development and/or landscaping that can be performed directly by the City, utilizing its own crews or alternatively, by awarding bids therefor to private contractors. In the event the City elects to perform such work and upon approval by the Design Review Committee, the SRAS shall include within its construction contract with the general contractor, provisions requiring the coordination and accomplishment of such work by the City.

8. Acceptance of the Animal Shelter Facilities.

Upon completion of the Animal Shelter Facilities, the SRAS shall operate and maintain the Animal Shelter building in accordance with and subject to the terms and conditions of the Lease Agreement attached hereto as Exhibit "B".

9. Relationship Between the Parties.

Nothing herein shall be construed as a partnership or joint venture between the parties, it being the intent of the parties that each of them be considered solely and strictly as independent contractors. Neither party shall have any right, authority or agency to bind the other.

10. Default and Remedies.

The parties recognize that inherent in the nature of this Agreement is a considerable degree of uncertainty regarding the exact size, nature, design, location and cost of the building and the risk associated with the raising of the funds to construct the same. Recognizing such risks and uncertainty, the parties contemplate that a high level of cooperation and good faith will be required between the parties. However, recognizing such risk and uncertainty, the parties hereto agree that nothing herein shall afford any basis for specific performance of the terms and conditions hereof, and that the sole and exclusive remedy of either party on account of any breach shall be to rescind this Agreement and to bring an action to recover any out-of-pocket costs actually incurred by either party specifically for the accomplishment of the purposes contemplated hereof. Such costs shall be awarded only upon a finding of bad faith on the part of the breaching party. The parties also expressly waive any claim for damages for their own time and effort, future profits, or loss of the parties' future expectations.

11. Binding Effect.

This Agreement shall be binding upon the successors and assigns of the

parties hereto.

Complete Agreement.

This writing evidences the complete and final agreement of the parties hereto and no other prior statement, representation or understanding shall be binding except as expressly set forth herein.

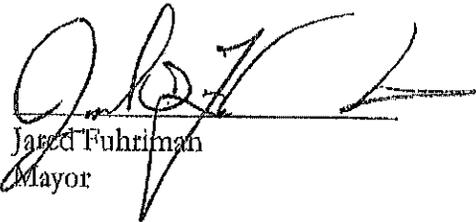
IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

ATTEST:

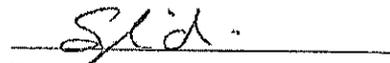
CITY OF IDAHO FALLS


Rose Anderson
City Clerk



By: 
Jared Fuhrman
Mayor

SNAKE RIVER ANIMAL SHELTER,
INC.

By: 
President

ZIONS BANK®

February 7, 2014

City of Idaho Falls
308 Constitution Way
Idaho Falls, ID 83402

Attn: City Council

Re: Snake River Animal Shelter Inc.

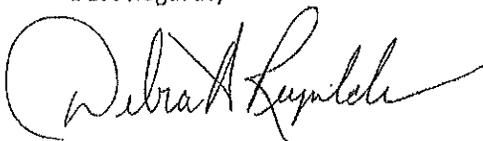
Idaho Falls City Council:

Per request of Snake River Animal Shelter Inc., we are providing you the following banking Relationship Information:

Account Name:	Snake River Animal Shelter, Inc.
Account Number:	473340388
Opening Date:	August 31, 2012
Current Balance:	\$232,586
6 Mo. Average Balance:	\$166,482
Account Signers:	Sylvia M. Medina, President Rebecca Holzemer, Vice President Chris L. Hayward, Treasurer

If you require other information, please feel free to contact me directly.

Best Regards,



Debra Reynolds
Customer Service Manager
Zions Bank
1235 South Utah
Idaho Falls, ID 83402
PH 208-523-5585



Snake River Animal Shelter, Inc.

PO Box 51741 – 151 N. Ridge, Suite 250.
Idaho Falls, ID 83405

(208) 523-4219 www.snakeriveranimalshelter.org

Board of Directors

President

Sylvia Medina

Vice President

Becky Holzemer

Secretary

Nancy Jones

Treasurer

Chris Hayward

Doug Ball

Deb Coleman

Teresa Eborn

Theresa Flannery

Kim Kearney

Wray Landon

Marilyn Paarmann

Trina Pollman

Lisa Ourada

Tiffany Redden

Lisa Volgt

Ad hoc. Board Member

Karen Cornwell

Jared Fuhriman

Greg. B. Wray

Executive Director

Cami Smith
director@snakeriveranimalshelter.org

February 10, 2014

Idaho Falls City Council
308 Constitution Way
Idaho Falls, Idaho 83402

Re: Snake River Animal Shelter Funds

Idaho Falls City Council:

We three are signatory parties to checking and capital campaign accounts of the Snake River Animal Shelter, Inc. The Shelter's goal is to construct a shelter facility on the land out Lindsay Boulevard for the purpose of finding forever homes for adoptable animals in our community, and to educate on proper pet care and offer innovative programs to alleviate the problem of too many unwanted domestic animals.

In regard to the money in our capital campaign accounts, there are no encumbrances, commitments or other obligations for these funds.

Respectfully,

Sylvia Medina, President

Becky Holzemer, Vice-President

Chris Hayward, Treasurer



2184 Channing Way PMB 305 • Idaho Falls, ID 83404 • P: 208-220-6431 • F: 208-529-8174 • E: jfreib@cablone.net

February 11, 2014

SNAKE RIVER ANIMAL SHELTER
EXCAVATION AND GRADING PLAN
ESTIMATE OF PROBABLE COSTS

Main Bldg.

Excavation - 3,420 C.Y. x \$8/C.Y. = \$27,360
Embankment - 4,958 C.Y. x \$13/C.Y. = \$64,454
Sub-Total - \$91,814
10% Contingencies \$9,181
Total - \$100,995

Both Bldgs.

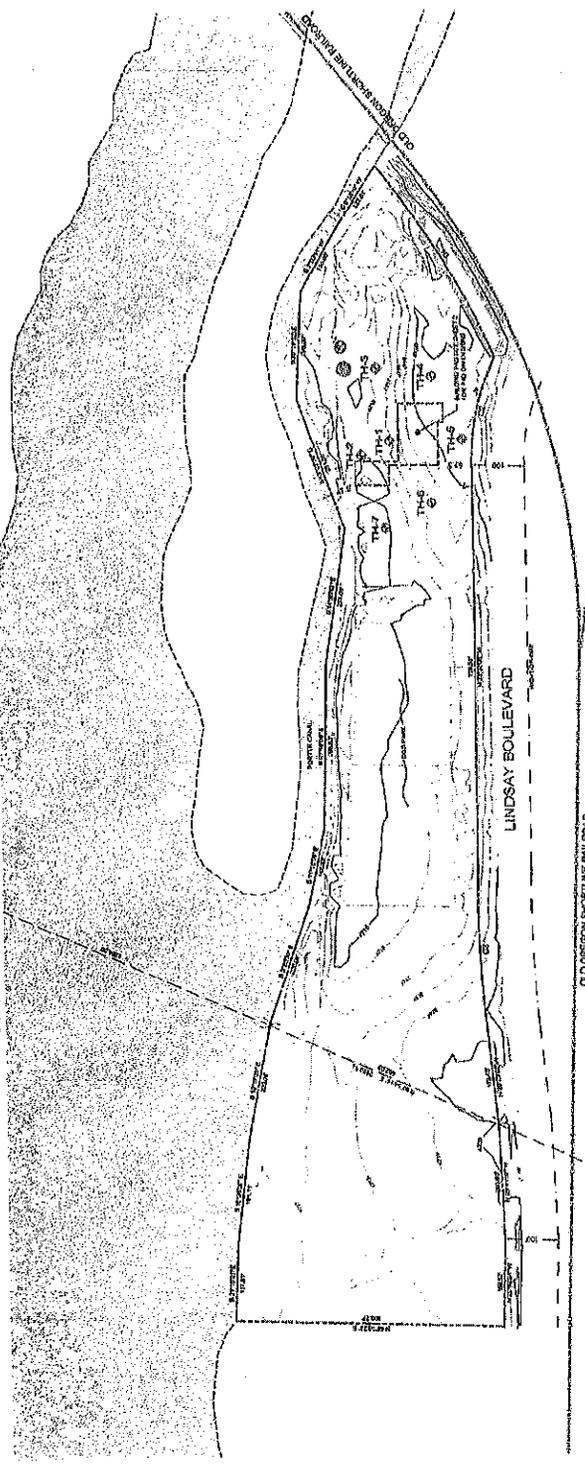
Excavation - 4,560 C.Y. x \$8/C.Y. = \$36,480
Embankment - 6,610 C.Y. x \$13/C.Y. = \$85,930
Sub-Total - \$122,410
10% Contingencies \$12,241
Total - \$134,651

EXCAVATION and GRADING PLAN FOR: SNAKE RIVER ANIMAL SHELTER BUILDING PAD

Part of Government Lot 7 & 8, Section 12
and Government Lot 6, Section 1
T. 2 N. R. 37 E., B.M.
Bonneville County, Idaho
February 2014



PLANS TO BE SUBMITTED TO
SOUTH TACOMA
COUNTY PL. 2014



PLANS CITY OF BONNEVILLE, IDAHO
NORTHWEST SECTION CORNER
OF T. 2 N. R. 37 E.
SHALL NOT BE USED

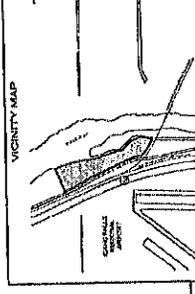
OWNER		DESIGNER	
NAME	ADDRESS	NAME	ADDRESS
OWNER	1234567890	DESIGNER	1234567890
OWNER	1234567890	DESIGNER	1234567890
OWNER	1234567890	DESIGNER	1234567890

NOTICE TO CONTRACTOR:
THIS PLAN IS THE PROPERTY OF THE ENGINEER AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY THE ENGINEER AND DOES NOT INCLUDE THE DESIGN OF STRUCTURES OR OTHER WORK NOT SPECIFICALLY IDENTIFIED HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF ALL FIELD DATA AND SURVEY INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL FIELD DATA AND SURVEY INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF ALL FIELD DATA AND SURVEY INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL FIELD DATA AND SURVEY INFORMATION.

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Know what's below.
Call before you dig.
811
BY ORDER: REG-10-100000000000



SITE PLAN CONTACT PERSON

NAME: _____
ADDRESS: _____
PHONE: _____

SITE PLAN NAME AND ADDRESS

NAME: SNAKE RIVER ANIMAL SHELTER
ADDRESS: _____
CITY: _____

FILE NO.	2014-01	SHEET NO.	1 of 2
SCALE	1" = 100'	DATE	02/10/14

TEST HOLE NO.	DEPTH (FEET)	TEST HOLE NO.	DEPTH (FEET)
TH-1	10	TH-6	10
TH-2	10	TH-7	10
TH-3	10	TH-8	10
TH-4	10	TH-9	10
TH-5	10	TH-10	10

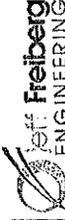
TEST HOLE NO.	DEPTH (FEET)	TEST HOLE NO.	DEPTH (FEET)
TH-1	10	TH-6	10
TH-2	10	TH-7	10
TH-3	10	TH-8	10
TH-4	10	TH-9	10
TH-5	10	TH-10	10

TEST HOLE NO.	DEPTH (FEET)	TEST HOLE NO.	DEPTH (FEET)
TH-1	10	TH-6	10
TH-2	10	TH-7	10
TH-3	10	TH-8	10
TH-4	10	TH-9	10
TH-5	10	TH-10	10

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TH-3	10	TH-8	10
TH-4	10	TH-9	10
TH-5	10	TH-10	10

TEST HOLE NO.	DEPTH (FEET)	TEST HOLE NO.	DEPTH (FEET)
TH-1	10	TH-6	10
TH-2	10	TH-7	10
TH-3	10	TH-8	10
TH-4	10	TH-9	10
TH-5	10	TH-10	10

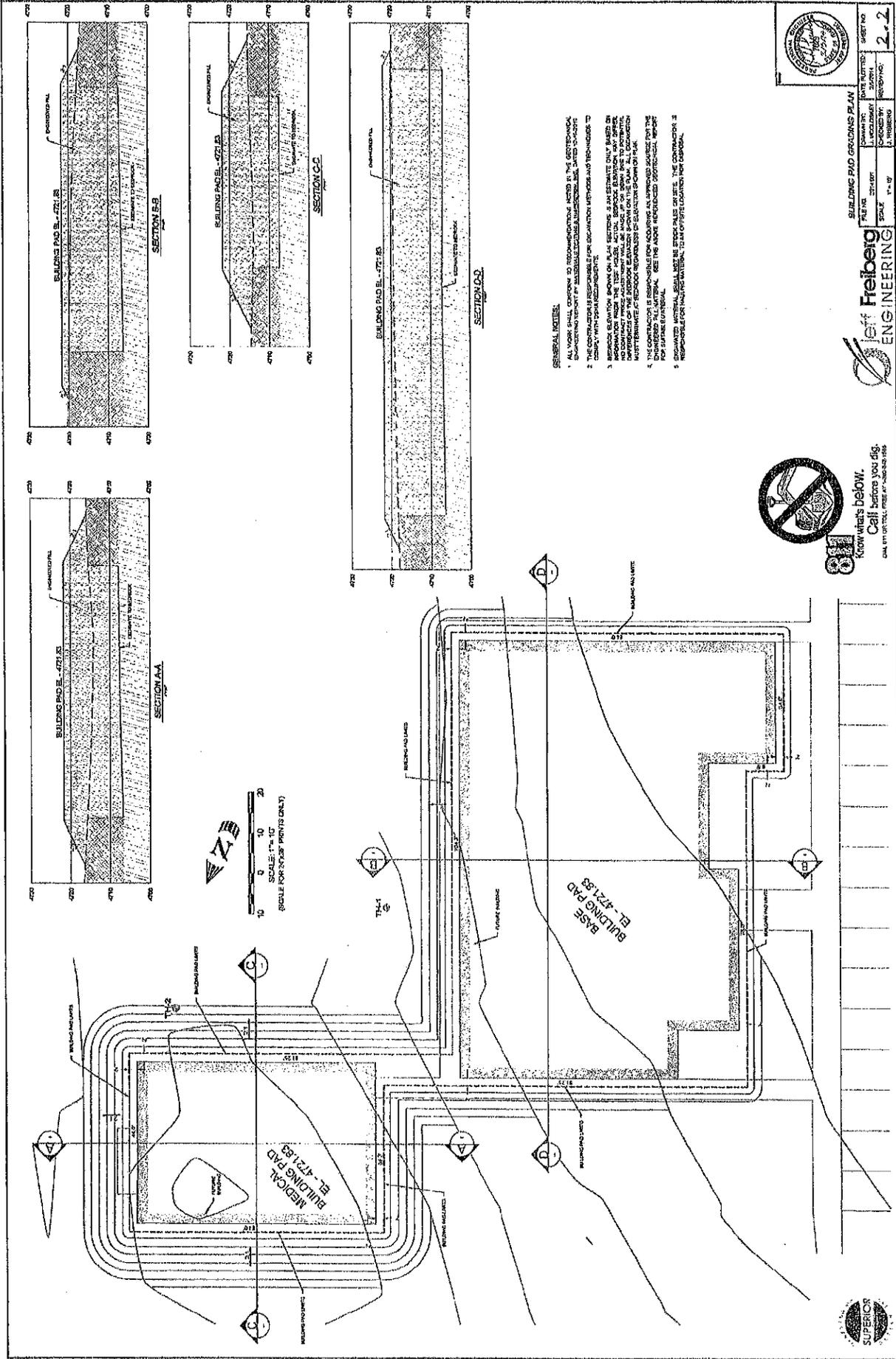
ENGINEERING DEPT.
SEWER FRONT FOOTAGE: _____ FT.
WATER FRONT FOOTAGE: _____ FT.



SHEET TITLE
CONTRACT BOUNDARY - TEST HOLE INFORMATION
BUILDING PAD SERVICES PLAN SECTIONS

SHEET
1
3 SHEETS





- GENERAL NOTES:**
1. ALL WORK SHALL CONFORM TO REQUIREMENTS SET FORTH IN THE GEOTECHNICAL ENGINEERING REPORT BY [REDACTED] AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
 2. THE ELEVATION INFORMATION REFERENCED HEREIN IS TO BE USED AS A GUIDE ONLY. THE ACTUAL ELEVATION SHALL BE DETERMINED BY THE CONTRACTOR.
 3. ELEVATION INFORMATION SHOWN ON ALL SECTIONS IS AN ESTIMATE ONLY BASED ON INFORMATION FROM THE [REDACTED] RECORD. ELEVATION DATA OBTAINED FROM THE [REDACTED] RECORD SHALL BE USED TO CORRECT THE ELEVATION INFORMATION SHOWN ON THIS PLAN. ALL ELEVATIONS MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE STATE ENGINEER.
 5. EXISTING MATERIAL SHALL NOT BE USED UNLESS THE CONTRACTOR IS RESPONSIBLE FOR THE MATERIAL TO BE USED FOR THE WORK.



311
 Know what's below.
 Call before you dig.
 CALL 811 OR VISIT WWW.CALLBEFOREYUDIG.COM



BUILDING PAD GRADING PLAN	
DATE PLOTTED:	11/14/07
SCALE:	1" = 10'
SHEET NO.:	2.2

Jeff Freibeig
 ENGINEERING





CITY OF IDAHO FALLS

PLANNING AND BUILDING DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220
www.idahofallsidaho.gov

Planning Department • (208) 612-8276 FAX (208) 612-8520 Building Department • (208) 612-8270

BGC-023-14

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Director
SUBJECT: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Fairway Estates
Division No. 20.
DATE: February 24, 2014

Attached is the application for a Final Plat and a copy of the Reasoned Statement of Relevant Criteria and Standards for Fairway Estates Division No. 20. The property is located at the southeast corner of Tower Road and East River Road. The Planning Commission considered this request at its February 4, 2014 meeting and recommended approval. This item is now being submitted to the Mayor and City Council for consideration.

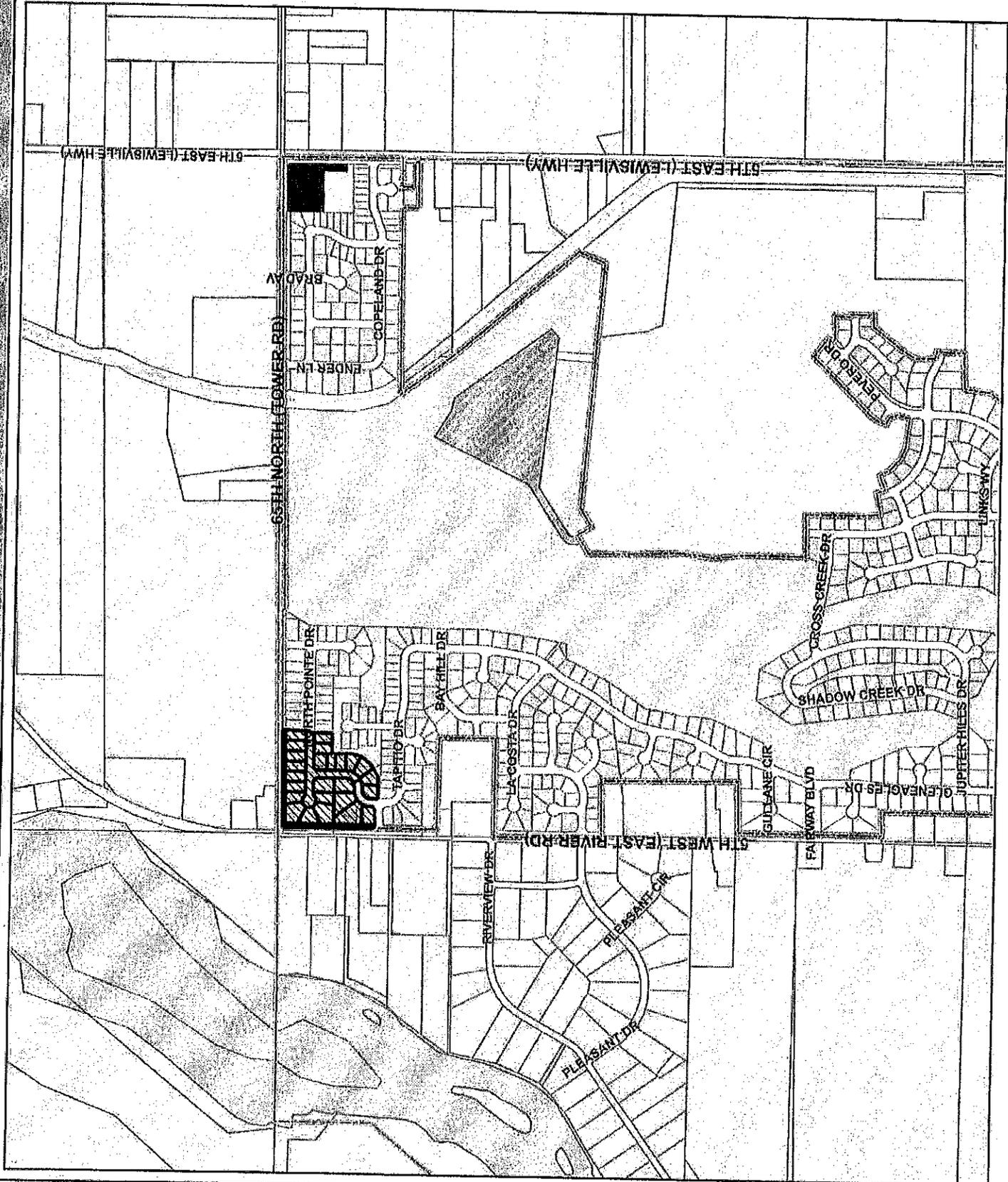
cc: Rose Anderson, City Clerk
file

Attachments: Vicinity Map
Aerial Photo
Final Plat
Planning Commission minutes, February 4, 2014
Staff Report, February 4, 2014
Reasoned Statement of Relevant Criteria and Standards



Legend

- Site
- RP
- RP-A
- R-1
- R-2
- R2A
- R-3
- R-3A
- PB
- MS
- RSC-1
- C-1
- HC-1
- CC-1
- GC-1
- R&D-1
- M-1
- I&M-1
- I&M-2
- RMH
- PT-1
- PT-2
- PT-2 & T-1
- PUD
- T-1
- T-2
- 30' Setback
- 50' Setback
- City Limits
- Area of Impact
- Future Plat



1" = 400'

65TH NORTH (TOWER RD)

GLEN ABBY CIR

NORTHPOINT DR

RED ROCK DR

LACINIA DR

RED TAIL DR

BAY HILL DR

GLENCHES DR

LA COSTA DR

LA QUINTA DR

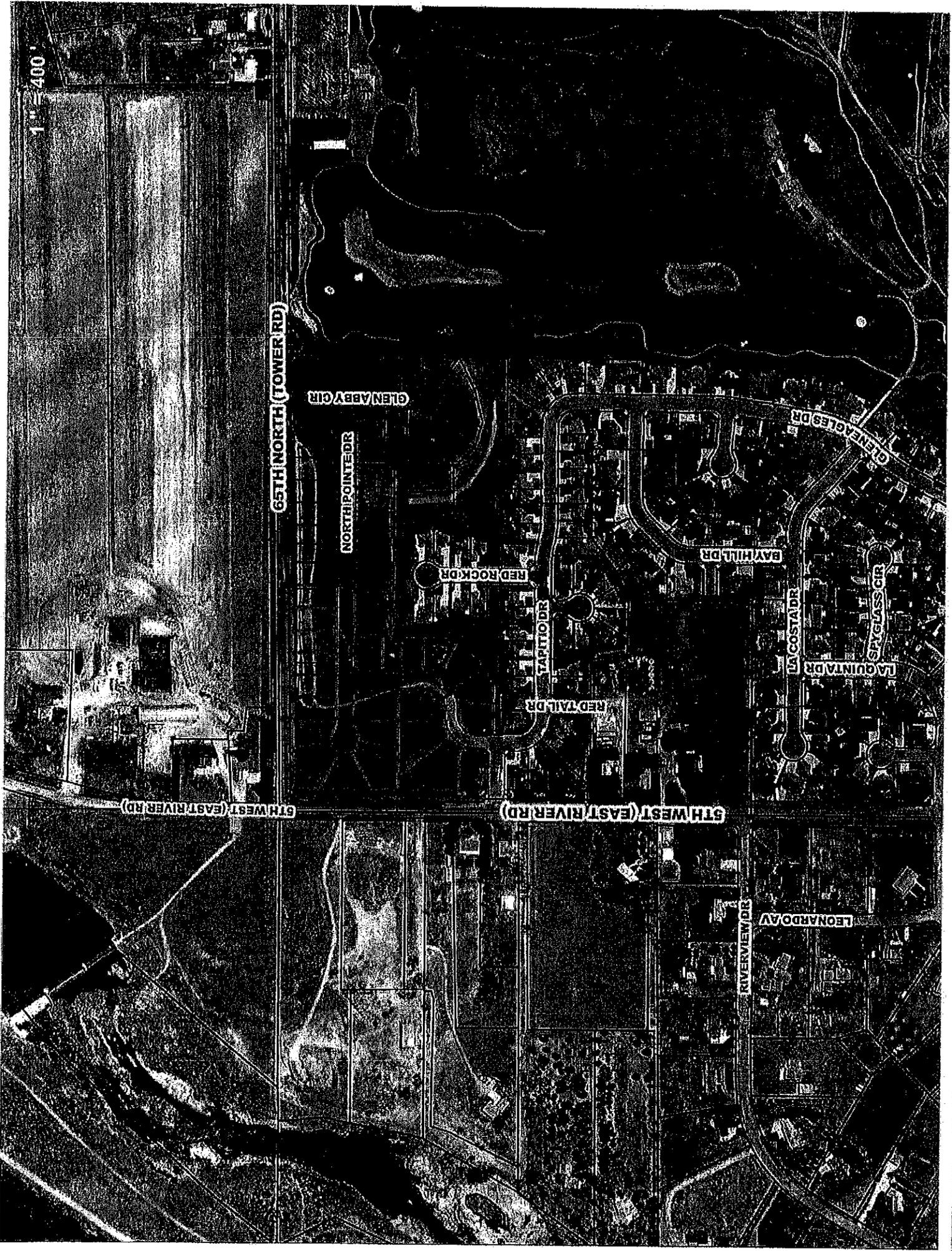
SAVGLASS CIR

6TH WEST (EAST RIVER RD)

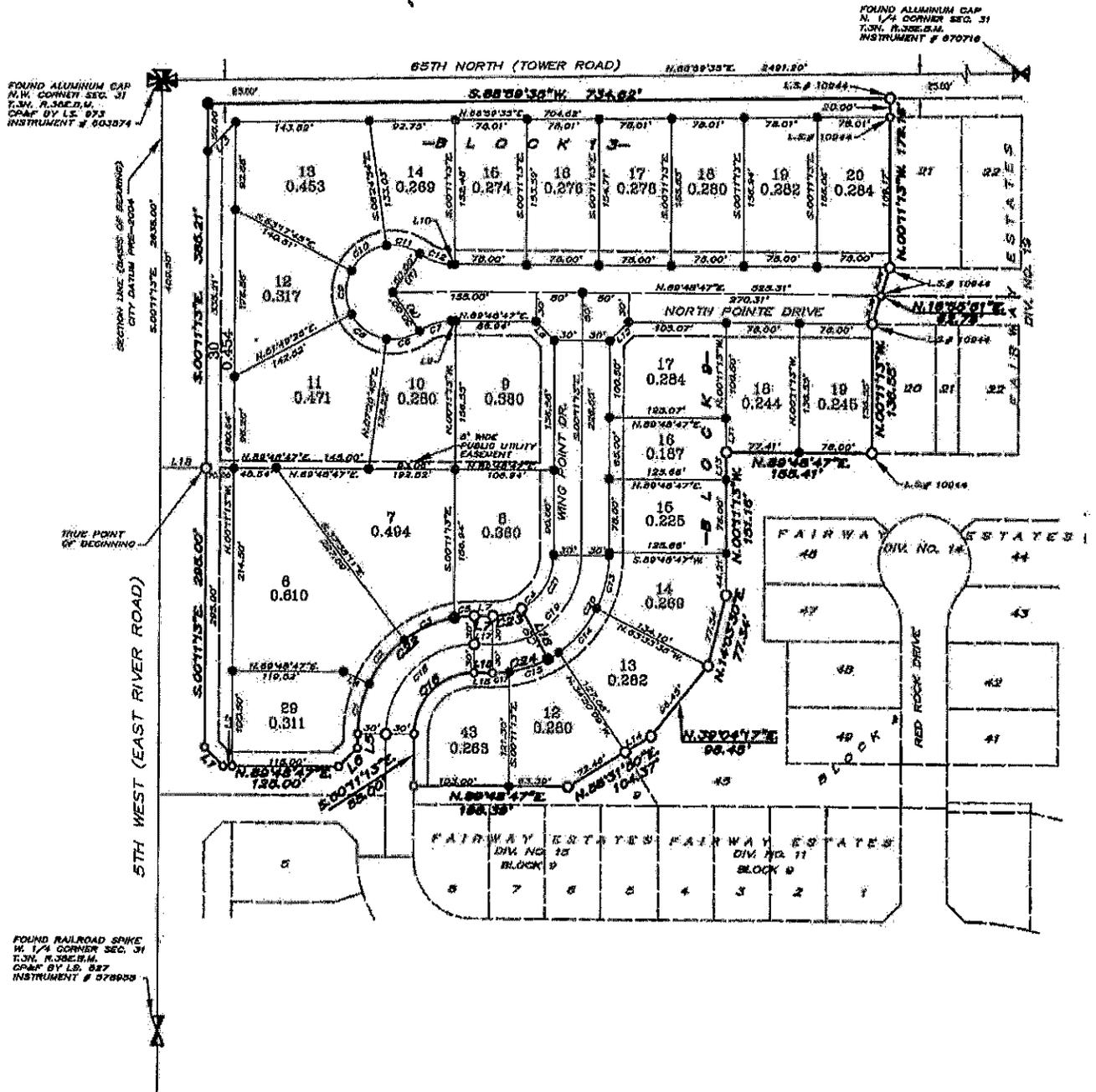
5TH WEST (EAST RIVER RD)

RIVERVIEW DR

LEONARDO AV



FAIRWAY ESTATES SUBDIVISION, DIVISION NO. 20
INCLUDING A REPLAT OF LOTS 1, 2, 3, 4 & 5, BLOCK 13,
AND LOTS 10 AND 11, BLOCK 9
FAIRWAY ESTATES SUBDIVISION, DIVISION NO. 15
BEING PART OF THE N.W. 1/4 SECTION 31, T. 3 N. R. 38 E., B.M.



February 4, 2014

7:00 p.m.

Planning Department
Council Chambers

MEMBERS PRESENT: Commissioners George Morrison, Donna Cosgrove, Leslie Polson, George Swaney, Doug Branson, Brent Dixon, and Natalie Black.

MEMBERS ABSENT: Margaret Wimborne, Kurt Karst, and James Wyatt.

ALSO PRESENT: Planning Director Brad Cramer, Assistant Planning Director Kerry Beutler, Recording Secretary Cynthia Likes, and interested citizens.

CALL TO ORDER: Chair Swaney called the meeting to order at 7:00 p.m. and reviewed the public hearing process.

MINUTES: Cosgrove had some verbal corrections to the minutes of December 10, 2013. Morrison moved to approve the minutes of December 10, 2013, with the verbal changes presented, Cosgrove seconded the motion and it passed unanimously.

APPLICANT HEARINGS:

Final Plat: Fairway Estates, Division No. 20: Cramer presented the staff report, a part of the record. Cosgrove questioned the black coloring on the preliminary plat. Cramer explained it was a common area and is functioning as a storm water retention area now. Dixon asked if there was a minimum frontage for a lot. Cramer said in the R-1 Zone, a minimum of 50 feet, measured at the front setback line, is required. Polson then asked to go back to the definition of a corner lot and reviewed that Cramer tried several ways to make the lots fit the requirement, and then asked if he feels that it meets the requirement. Cramer said yes he does. Cramer looked at the entire plat for Division 20 plus the rest of Block 9, which is in Division 19 and averaged those together and Lot 17 was in compliance. Polson said Lot 43 is not 10 percent larger than the average lot size. Cramer agreed it didn't meet any of those, but reiterated that it is not technically a corner lot; it does meet the ordinance so that is why he is asking them consider it be a condition that it be adjusted.

Swaney opened the floor to the applicant.

Kevin Alcott, Box 3082, Idaho Falls, Idaho. Mr. Alcott wanted reiterated that Lot 43 is not a corner lot by ordinance. By changing the lot just a little bit, a lot that will fit a house with a three-car garage, which is what potential homeowners want at this time, it will no longer fit those plans. By taking Lot 12 and moving it over a little bit only get a 2-car garage will fit rather than a 3-car garage, which is what the market is right now. He said for several years it was difficult to sell any homes and now people want to buy a house and they want 3 car garage. It is critical to be able to finish up this development and sell the houses. Moving things around makes it so the house plans won't fit. He explained that all of the lots have been laid out specifically to get a 3 car garage, except one that can only have a 2 car garage. He said the lots are wide enough at the setback and meet the ordinance but is also sized so at the setback you can get a house and a 3 car garage into that lot. So it is a critical item. It may seem like a tiny adjustment, but it is not. He further explained that all of the corner lots have compensated for the additional setback that is required on both sides, which is 30 feet rather than 7.5 feet so each of those lots is 22.5 feet

wider for consistency throughout the subdivision. Lot 43 meets the ordinance and if it is disrupted, it disrupts two lots.

He explained that this division has a disproportionate number of lots that back up to arterial streets and by ordinance have to be 150 ft deep, so because of the ordinance, these lots are deeper than most lots are. He told the commission that they are comparing those deep lots, which are required to be that deep by ordinance, with interior lots that are not required to be that deep. He said he understands the intent of the ordinance, but that lot will hold a house and a 3 car garage.

Swaney turned time to the Commission for discussion. Dixon mentioned that the arterial lots that are reverse frontage and have the lot behind them need to be discounted but his main concern is this is one of the main entrances into the development and you will look directly at whatever is built on Lot 43 and it should not have to be smaller than the other homes in the neighborhood, it should be a showcase for the neighborhood and asked the applicant if he feels there is enough buildable land to build a nice home. Applicant agreed that there was. He said the subdivision is a blend, with some larger lots and some smaller lots and that is by design because the market isn't homogenous.

Polson said you could take a lot out and everything would fit. Alcott replied that everything fits now. Polson said Lot 43 doesn't quite meet the requirement. Alcott disagreed and said it absolutely does meet the code. Polson said it does meet according to that, but that two sides are exposed and have to have setbacks on two sides and he said they have allowed for that in the building footprints.

Dixon said he is comfortable with this and recognizes the need for larger lots along two sides of this plat because of the major arterials, East River Road and Tower Road, require reverse frontage.

Cramer said he agreed with Dixon and the applicant. Staff hadn't considered the fact that the city's ordinance demanded most of those lots be larger, and by eliminating some of those lots because of their odd shapes, the average lot size is smaller. As a staff person he is comfortable that this meets both the intent and the letter of the ordinance.

Cosgrove said she is happy to see this development move forward.

Dixon moved to recommend to the Mayor and City Council approval of the Final Plat for Fairway Estates, Division No. 20. Morrison seconded the motion and it passed unanimously.

Final Plat: Safari 66, Division No. 1, 1st Amended, Being a re-plat of Lot 1, Block 1, Safari 66, Division No. 1. Beutler presented the staff report, a part of the record. Dixon said the staff notes indicate desire for an access is desired off Skyline and asked where it would be located and how far off from the intersection as opposed to the current access. Beutler said it is proposed to be at the south end of the property. Public Works has reviewed it and is comfortable with the amended re-plat. The access was part of the original proposal with other multiple office buildings. Brent asked if the lot to the south has the same zoning and Beutler said yes. Dixon wondered if there was discussion of a shared access off of Skyline similar to the shared access off of Pancheri. Beutler said no. Polson said she wanted to explore that further. She asked if that

IDAHO FALLS PLANNING COMMISSION STAFF REPORT

Final Plat

Fairway Estates Subdivision, Division No. 20

February 4, 2014



Planning and
Building Division

Applicant: Ellsworth &
Associates, PLLC

Location: Southeast corner
of the intersection of East
River and Tower Roads

Size: 10.031 acres

Lots: 25 buildable lots

Average Lot Size: 0.31 acres

Density: 2.49 units per gross
acre

Existing Zoning:

Site: R-1

North: County

South: R-1

East: R-1

West: County

Existing Land Use:

Site: Vacant

North: Residential/
Agricultural

South: Residential

East: Residential

West: Residential/
Agricultural

Future Land Use Map:

Low Density

Attachments:

1. Subdivision information
2. Maps and aerial photos
3. Final plat

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

Staff Comments: This is the final phase of the northern end of Fairway Estates. There are two variations from the preliminary plat. First is the increase in the total number of lots. The preliminary plat from 2005 showed this area would be developed as single-family attached housing. It also showed a potential commercial lot and common area in the northwest corner of the site. The lots are now being proposed for single-family detached and the commercial lot and common area have been removed. This has provided some additional area to increase the number of lots along North Pointe Drive. The road pattern has not changed from the preliminary plat except for the addition of the cul-de-sac instead of an eyebrow configuration on the northwest portion of the site.

Lot 30, Block 13 adjacent to 5th West (East River Road) is a common lot that will serve as a buffer between the roadway and the residential lots. The lots along 65th North (Tower Road) are at least 150 feet in depth which meets the requirement of the ordinance for lots adjacent to arterials.

Staff has reviewed the plat and found one item still in need of correction to meet the subdivision ordinance requirements. Lots 43 and 17, Block 9 are corner lots which are not 10% larger than the average of the other lots in the subdivision. The oversizing requirement is to account for the additional area lost by having two 30 foot setbacks along public streets instead of one.

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

REQUIREMENTS	Staff Review
<ul style="list-style-type: none"> Purposes listed in Section 10-1-1 as follows: 	
Building envelopes sufficient to construct a building.	<p style="text-align: center;">X</p> <p>Average lot size is 0.31 acres which is sufficient for construction of a single family home.</p>
Lot dimensions conform to the minimum standards of Zoning Ordinance.	<p style="text-align: center;">X</p> <p>The R-1 zone requires a minimum of 50 feet of frontage and at least 6,000 square feet of area. All of the lots in the plat meet this requirement.</p>
Lots have full frontage on, and access to, a dedicated street.	<p style="text-align: center;">X</p> <p>All lots have the minimum 50 feet of frontage along a public street.</p>
Residential lots do not have direct access to arterial streets.	<p style="text-align: center;">X</p>
<p>Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that:</p> <p>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.</p>	<p style="text-align: center;">NA</p>
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	<p style="text-align: center;">X</p>
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.	<p style="text-align: center;">X</p>
All property within the subdivision shall be included within a lot or area dedicated for public use.	<p style="text-align: center;">X</p>
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	<p style="text-align: center;">X</p> <p>Lots 43 and 17, Block 9 are not ten percent larger than the average lot size. The applicant must make this change and resubmit the plat prior to</p>

	scheduling this item for review by City Council.
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X No new major streets proposed
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	X The lots adjacent to 5 th West are separated from the arterial street by a common area lot. The right-of-way to right-of-way distance is greater than 150 feet. All of the lots along both 5 th West and 65 th North (Tower Road) have reverse frontage and no direct access to the arterials.
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	65 th North: Major arterial 5 th West: Minor arterial All other roads local

Zoning Ordinance: R-1 Zone (Section 7-3)

Permitted uses:

- Any use permitted in RP and RP-A
- Single-family residential
- Single-family attached residential with approved conditional use permit (see 7-3-10)
- Home Occupations
- Cemeteries and day cares with approved conditional use permit

- Lot area:** 6,000 sq. ft. (minimum)
- Lot width:** 50 ft.
- Setback:** Front yard 30 ft, Side yard 7½ ft min. or 8 inches for each foot of height, Rear yard 25 ft
- Height:** 2 stories (maximum)
- Lot Coverage:** 40% (maximum)

Comprehensive Plan Policies:

Residential lots adjacent to arterial streets shall have reverse frontage and deeper lots than typical lots within the subdivision. Such lots shall have larger rear yard, or side yard if applicable, setbacks. The zoning ordinance should be modified to require greater setbacks from arterial

streets on residential properties. The subdivision ordinance should be modified to require a landscape buffer and uniform fencing along arterial streets. This buffer should be maintained by a homeowners' association. (pg. 27)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (pg. 44)

As first discussed in the Sunnyside Corridor Study, which was a policy statement of the Comprehensive Plan from 1987 to 2000, land use and site planning policies adjacent to arterial streets should maintain the function of an arterial street which is to move traffic streams efficiently. A majority of land use adjacent to arterial streets should be predominantly residential properties with reverse frontage and lots deep enough for a substantial yard adjacent to the arterial street. (pg. 44)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF FAIRWAY ESTATES DIVISION NUMBER 20, TO THE CITY OF IDAHO FALLS, IDAHO.

WHEREAS, the applicant filed an application for approval of a final plat on January 9, 2014; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on February 4, 2014; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on February 27, 2014; and

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

I. RELEVANT CRITERIA AND STANDARDS

The City Council considered the following criteria and standards and applied them to its final decision:

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 Local Land Use Planning Act, and other applicable development regulations.
2. The property is a 10.031 acre parcel on the southeast corner of Tower Road and East River Road.
3. The property and areas to the south and north are designated on 2013 Comprehensive Plan Future Land Use map as Low Density Residential. Areas to the east are designated as Parks and Recreation. The area to the west is designated as Estate.
4. Current zoning of the parcel and parcels to the south and east is R-1 Residential. Areas to the north and west are located outside of City limits and are zoned A-1.
5. The parcel is currently vacant land. Areas to the east are developing as single-family detached housing. Area to the south includes both single-family attached and detached housing. Areas to the north and west include agricultural uses and single-family housing.
6. The proposed subdivision plat includes 25 residential lots which comply with the minimum size requirements of the R-1 zone.
7. The proposed plat is consistent with the preliminary plat but differs by eliminating a proposed commercial lot on the northwest section of the property and replaces it with additional housing lots. This plan is consistent with the Comprehensive Plan.
8. The proposed subdivision plat is in compliance with the subdivision ordinance and all necessary easements and roadways are provided.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the request for a Final Plat for Fairway Estates Division No. 20.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2014

Rebecca Casper, Mayor



CITY OF IDAHO FALLS

PLANNING AND BUILDING DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220
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Planning Department • (208) 612-8276 FAX (208) 612-8520 Building Department • (208) 612-8270

BGC-024-14

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Director
SUBJECT: Final Plat and Reasoned Statement of Relevant Criteria and Standards, St. Clair Estates
Division No. 13, 1st Amended
DATE: February 24, 2014

Attached is the application for a Final Plat and a copy of the Reasoned Statement of Relevant Criteria and Standards for St. Clair Estates Division No. 13, 1st Amended. The property is located at the northeast corner of Potomac Way and Martha Avenue. The Planning Commission considered this request at its April 16, 2013 meeting and recommended approval with the condition that a cross-access and shared parking agreement be prepared prior to consideration by City Council. The required agreement was submitted to staff earlier this year. This item is now being submitted to the Mayor and City Council for consideration.

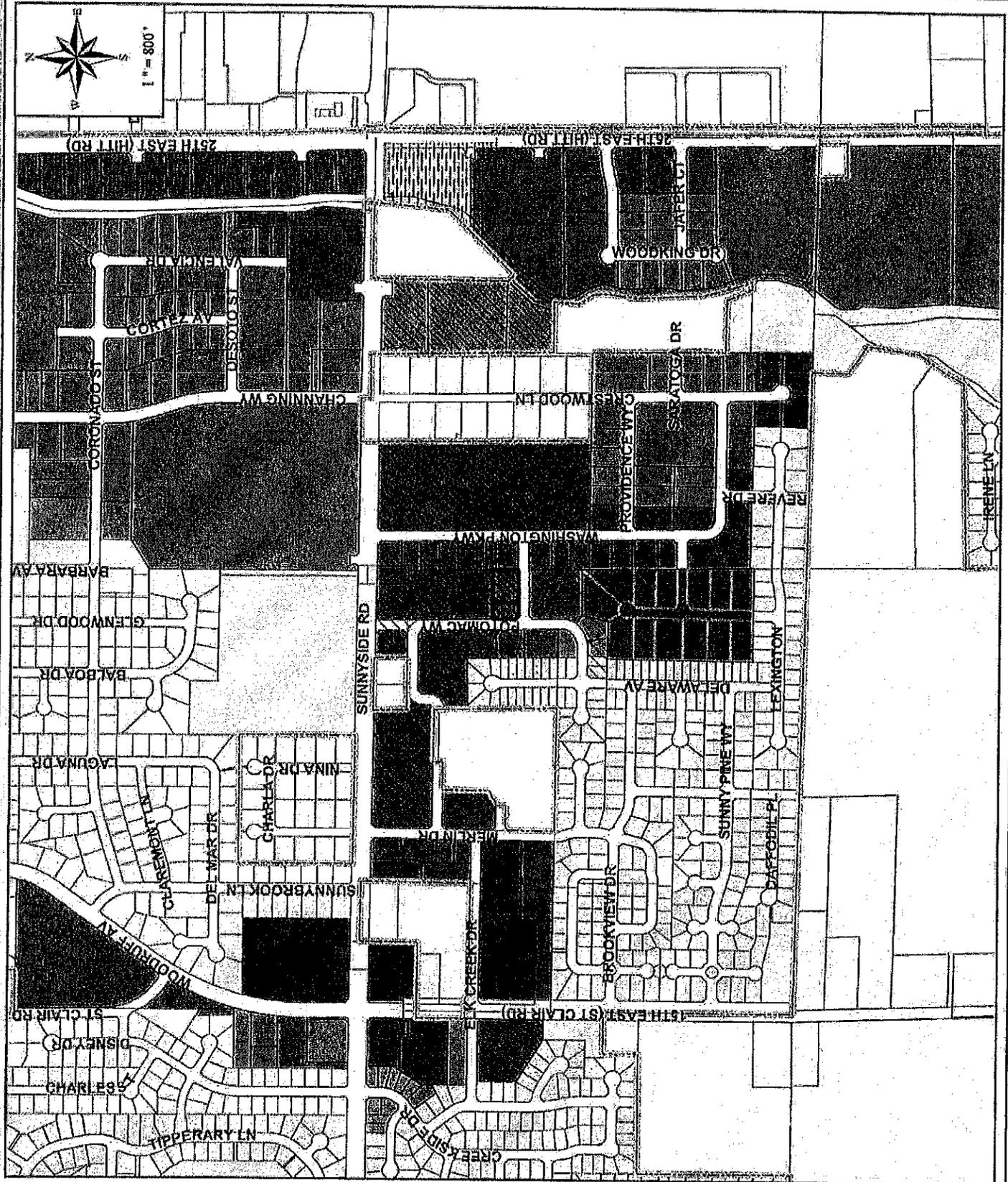
cc: Rose Anderson, City Clerk
file

Attachments: Vicinity Map
Aerial Photo
Final Plat
Planning Commission minutes, April 16, 2013
Staff Report, April 16, 2013
Reasoned Statement of Relevant Criteria and Standards



Legend

- Site
- RP
- RP-A
- R-1
- R-2
- R-2A
- R-3
- R-3A
- PB
- MS
- RSC-1
- C-1
- HC-1
- CC-1
- GC-1
- R&D-1
- M-1
- I&M-1
- I&M-2
- RMH
- PT-1
- PT-2
- PT-2 & T-1
- PUD
- T-1
- T-2
- O-L-3
- O-L-5
- City Limits
- Area of Impact
- Future Plat



1" = 80'

WASHINGTON PKWY

MARTHA AV

POTOMAC WY



ST. CLAIR ESTATES, DIVISION NO. 13, 1st AMENDED

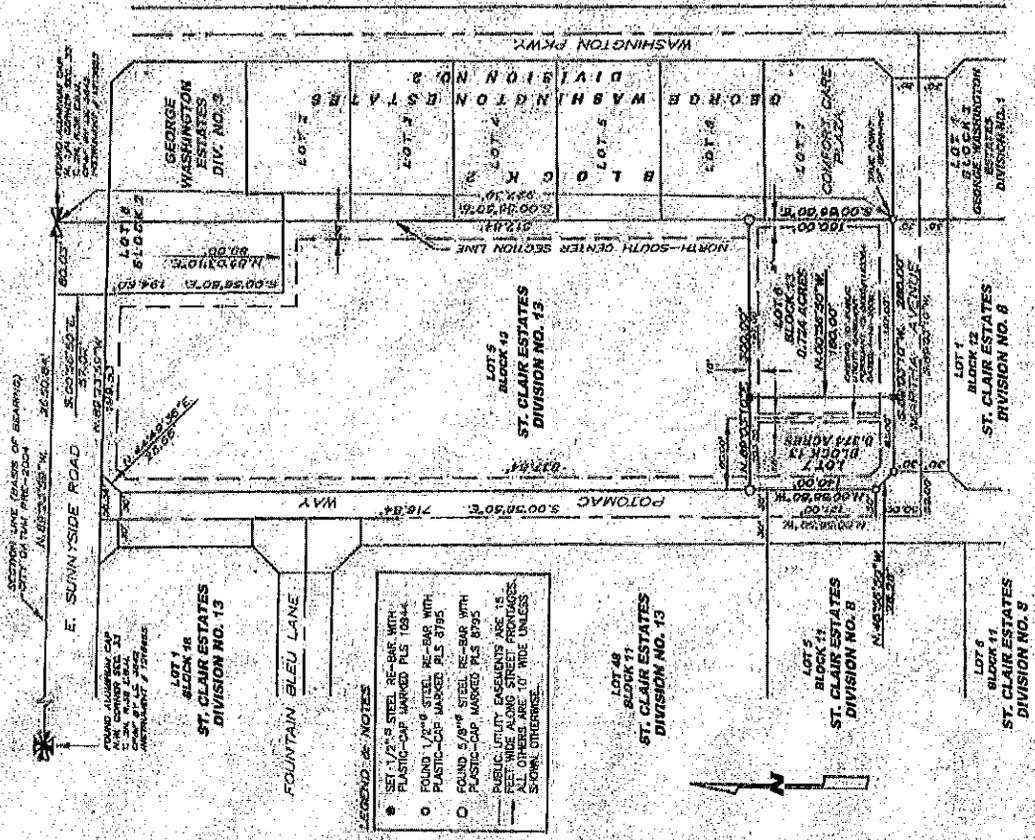
AN ADDITION TO THE CITY OF IDAHO FALLS,
BEING A REPLAT OF PART OF LOT 5, BLOCK 13, ST. CLAIR ESTATES, DIVISION NO. 13

AND POTOMAC BUSINESS PARK, PHASE 1

PART OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 33,

TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN,

BONNEVILLE COUNTY, IDAHO



construction. He explained many of its features. There is decking and handrail on the northwest side of the pavilion. The east side straddles the lava rock wall and extends out to the dam. There are no added safety measures. He does not want anyone harmed, but the park is full of hazards. He will consider a temporary railing. The pavilion is not handicapped accessible but can be viewed from many locations in the park. He said it presents a great photo opportunity and is an asset to the Greenbelt. Dixon expressed his concern there are no safety measures on the east side and it may be an attractive nuisance. He wishes to see measures to reduce the risk.

Chair Cordova closed the hearing to public comment.

Karst said his involvement was in regard to the structural integrity of the pavilion. He said it is very authentic in architecture and construction methods. He told Dixon there were discussions concerning safety and said the entire park is an attractive nuisance. Branson said the structure acts as a buffer from the river and expressed his support. Swaney said little of the island is protected by railings and does not believe it will increase the level of hazard. Black said the architecture is distinctive and located in a prominent location. She is not sure it is appropriate for the area. Dixon said the structure will attract people to the park. Morrison said many do not know Idaho Falls has a sister city and is an opportunity to bring it to the forefront.

Branson moved to approve the conditional use permit for a viewing pavilion in Sportsman Park, as presented. Swaney seconded the motion and it passed. Aye: 8, Nay: 0, Abstain: 0.

Business:

Final Plat for St. Clair Estates, Division No. 1, 1st Amended. Magee presented the staff report, a part of the record. This plat was before the Commission recently as one lot. Now the applicant is proposing the two building pads be separated into two lots. Staff recommends a cross access and shared parking agreement be a condition of approval of the plat. She told Karst the small lot is buildable.

Dixon moved to recommend to Mayor and City Council approval of the final plat for St. Clair Estates, Division No. 13, 1st Amended, with the condition a cross-access and shared parking agreement be prepared prior to consideration by City Council. Karst seconded the motion and it passed unanimously. Aye: 8, Nay: 0, Abstain: 0.

The meeting adjourned at 8:35 p.m.

Debra Petty, Recording Secretary

IDAHO FALLS PLANNING COMMISSION STAFF REPORT

Final Plat
St. Clair Estates Div. 13 1st Amended
April 2, 2013



Planning and
Building Division

Applicant: Ellsworth and Associates

Location: South of Sunnyside, west of Washington Parkway, east and adjacent to Potomac, north and adjacent to Martha

Size: Approximately 1.097 acres

Existing Zoning: Site, north, east: PB with Planned Unit Development overlay
South: R-3 with Planned Unit Development overlay
West: R-3 and PB with Planned Unit Development overlay

Existing Land Uses:

Site: Office building, building pad
North: Vacant
East: Office
South: Senior apartments
West: Assisted living units

Attachments:

- 1—Subdivision ordinance information
- 2—Zoning ordinance information
- 3—Maps and aerial photos
- 4—Final plat

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

Staff Comments: A one lot final plat was approved for this parcel in February. The proposed plat divides the two existing building pads on the site onto separate lots.

Access and Parking: Because the site plan was approved under the original plat with a PUD overlay, cross-access and shared parking agreements must be recorded against both properties. Staff has asked these documents be provided prior to the plat being considered by City Council.

Staff has reviewed the plat and finds it in compliance with the subdivision ordinance. However, if approved staff recommends the condition that cross-access and shared parking agreements be submitted to staff prior to the plat being considered by City Council.

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

REQUIREMENTS	Staff Review
Property is contiguous or adjacent to the City boundaries.	X Property is annexed
Building envelopes sufficient to construct a building.	X Building envelopes have already been approved through a PUD
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X Minimum lot width is 50 feet. Smallest lot on the plat is 103 feet wide
Lots have full frontage on, and access to, a dedicated street.	X Lots have frontage and access to Martha and Potomac
Residential lots do not have direct access to arterial streets.	NA
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X Storm water is collected either on site or into the street system which takes water to a storm pond south of the subdivision
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	NA
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	NA No major streets proposed
The alignment and width of previously platted streets shall be	X

preserved unless topographical conditions or existing buildings or structures required otherwise.	Streets are existing
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	NA No proposed streets
Minimum right-of-way widths are: 50 feet for 40 or less homes 60 feet for residential/commercial 70 feet for industrial	NA No proposed streets
Permanent dead end streets are less than 600 ft single family and 400 ft for all other uses.	NA
Streets intersect at right angles (10% deviation allowed).	NA
Minor streets are laid out to discourage through traffic.	NA
Minimum street grades of .4% shall be required with the maximum grade being 7% for secondary and major streets and 10% for local or minor streets.	NA
Curbs at street intersections shall be rounded with curves having a minimum radius of 25 feet.	X
No plat shall be laid out for the purpose of creating a spite strip.	X
All streets and alleys within the subdivision shall be dedicated for public use. The dedication of ½ streets is prohibited.	NA
The minimum width of an alley is 20ft. Alleys may be required along the rear line of all business properties, and in the rear off all fronting major thoroughfares.	NA
Residential block lengths shall not exceed 1300 ft, nor be less than 400 ft.	NA
The City may prohibit the subdivision of any land that lies within the flood plain.	X Property is not within the 100 year flood zone
No unusual problems anticipated with public utilities.	X Utilities are existing

7-8 P-B PROFESSIONAL-BUSINESS OFFICE ZONE

7-8-1 General Objectives and Characteristics.

The objective in establishing the P-B Professional-Business Office Zone is to provide

for business and professional offices, governmental and cultural facilities and certain other uses of a semi-commercial nature. This Zone is characterized by relatively high traffic volumes and a wide variety of office type buildings.

In order to accomplish the objectives and purposes of this Ordinance and to promote the characteristics of this Zone, the following regulations shall apply in the P-B Office Zone:

7-8-2 Use Requirements.

Only the following uses shall be permitted in this Zone:

- A. Business and professional offices, including incidental storage, but excluding wholesale and retail stores, shops or markets.
- B. Off-street parking lots constructed in accordance with 4-23, in conjunction with permitted uses.
- C. Medical and dental clinics.
- D. Government offices, excluding those where storage of materials or equipment is other than incidental.
- E. Non-flashing free standing pole signs advertising the services performed within the building, not to exceed two hundred (200) square feet maximum and not to exceed fifteen (15) feet above grade to top of sign; and wall signs showing the name and address of the building, not to exceed ten (10) percent of the total area of the building front.
- F. Directional signs not to exceed two (2) square feet; also signs advertising the use of a lot for parking space, provided the signs advertising such use shall not exceed eight (8) square feet, and shall not be constructed to a height greater than four (4) feet.
- G. Other uses which have been ruled by the City Council to be similar to the uses herein above listed.

7-8-3 Area Requirements.

No area requirements, except that which is required for off-street parking and yards.

7-8-4 Width Requirements.

The minimum width of any building site for a main building shall be fifty (50) feet, measured at the building setback line.

7-8-5 Location of Building and Structures.

- A. Setback All buildings shall be set back a minimum distance of twenty (20) feet from any public street, except as herein provided and required under this Ordinance.
- B. Side Yards For main buildings there shall be side yards of not less than six (6) feet. Side yard requirements for accessory buildings shall be the same as for main buildings, except no side yard shall be required for accessory buildings which are located more than twelve (12) feet in the rear of the main building.
- C. Rear Yards There shall be a rear yard of ten (10) feet for all buildings, except as herein provided and required under the provisions of this Ordinance.

7-8-6 Height Requirements.

No building shall be erected to a height greater than two (2) stories. Roofs above the square of the building, chimneys, flagpoles, television antennas and similar structures not used for human occupancy, are excluded in determining height.

7-8-7 Size of Buildings.

No requirements.

7-8-8 Lot Coverage and Landscaping.

- A. Maximum Lot Coverage Lot coverage, including all area under roofs and paved surfaces, including driveways, walks, and parking areas, shall not exceed eighty (80) percent of the total lot area. The remaining lot area (at least twenty [20] percent of the total lot area) shall be landscaped. See 4-24 of this Ordinance for general landscaping requirements.
- B. Required Buffers Wherever a development in the P-B Zone adjoins land zoned RP, RP-A, R-1, or RMH, or unincorporated land designated for single family residential use in the City's Comprehensive Plan, a minimum of a ten (10) foot wide landscaped buffer shall be provided. This buffer may be included in the twenty (20) percent minimum landscaped area required in A. above.
- C. Required Perimeter Landscaping. The required front setback and side yard which faces on a public street shall not be used for parking but shall be landscaped except for permitted driveways.

7-8-9 See Supplementary Regulations to Zones.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF ST. CLAIR ESTATES DIVISION NUMBER 1, 1ST AMENDED, TO THE CITY OF IDAHO FALLS, IDAHO.

WHEREAS, the applicant filed an application for approval of a final plat on March 25, 2013; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on April 16, 2013; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on February 27, 2014; and

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

I. RELEVANT CRITERIA AND STANDARDS

The City Council considered the following criteria and standards and applied them to its final decision:

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 Local Land Use Planning Act, and other applicable development regulations.
2. The property is a 1.097 acre parcel located on the northeast corner of Potomac Way and Martha Avenue.
3. The property is designated on 2013 Comprehensive Plan Future Land Use map as Medical Services. Areas to the north, east, and west are also designated as Medical Services. The area to the southwest is designated as Low Density Residential.
4. Current zoning of the parcel and parcels to the north and west is PB Professional Business with a Planned Unit Development Overlay. Areas to south and west are zoned R-3 and PB with a Planned Unit Development Overlay.
5. A portion of the parcel is developed with a professional office and parking lot. The remainder of the parcel is a parking lot, vacant building pad, and existing public streets.
6. The proposed subdivision plat divides an existing single parcel into two separate parcels.
7. The applicant submitted the required cross-access and shared parking agreement as required by the Planning Commission.
8. The proposed subdivision plat is in compliance with the subdivision ordinance and all necessary easements and roadways are provided.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the request for a Final Plat for St. Clair Estates Division No. 13, 1st Amended.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2014

Rebecca Casper, Mayor



CITY OF IDAHO FALLS

PLANNING AND BUILDING DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220
www.idahofallsidaho.gov

Planning Department • (208) 612-8276 FAX (208) 612-8520 Building Department • (208) 612-8270

BGC-025-14

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Director
SUBJECT: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Safari 66,
Division Number 1, 1st Amended
DATE: February 24, 2014

Attached is the application for a Final Plat and a copy of the Reasoned Statement of Relevant Criteria and Standards for Safari 66 Division No. 1, 1st Amended. The property is located at the southwest corner of Pancheri Drive and Skyline Drive. The Planning Commission considered this request at its February 4, 2014 meeting and recommended approval with the condition that a cross-access agreement be recorded for the two lots and any access to Skyline be at the southern boundary of the property. Staff concurs with this recommendation. This item is not being submitted to the Mayor and City Council for consideration.

cc: Rose Anderson, City Clerk
file

Attachments: Vicinity Map
Aerial Photo
Final Plat
Planning Commission minutes, February 4, 2014
Staff Report, February 4, 2014
Reasoned Statement of Relevant Criteria and Standards

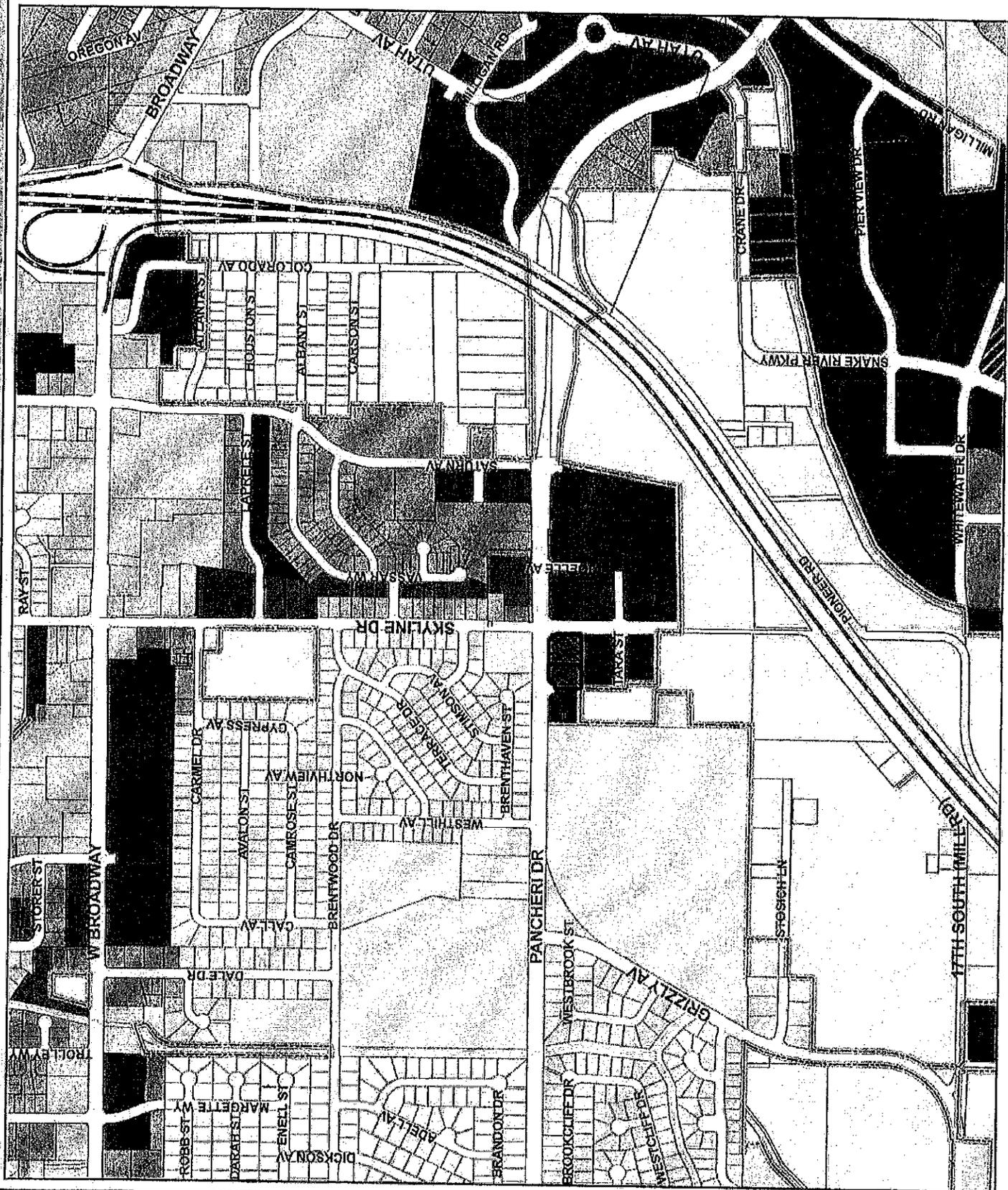


Legend

- Site
- RP
- RP-A
- R-1
- R-2
- R2A
- R-3
- R-3A
- PB
- MS
- RSC-1
- C-1
- HC-1
- CC-1
- GC-1
- R&D-1
- M-1
- I&M-1
- I&M-2
- RMH
- PT-1
- PT-2
- PT-2 & T-1
- PUD
- T-1
- T-2
- 30' Setback
- 50' Setback
- City Limits
- Area of Impact
- Future Plat

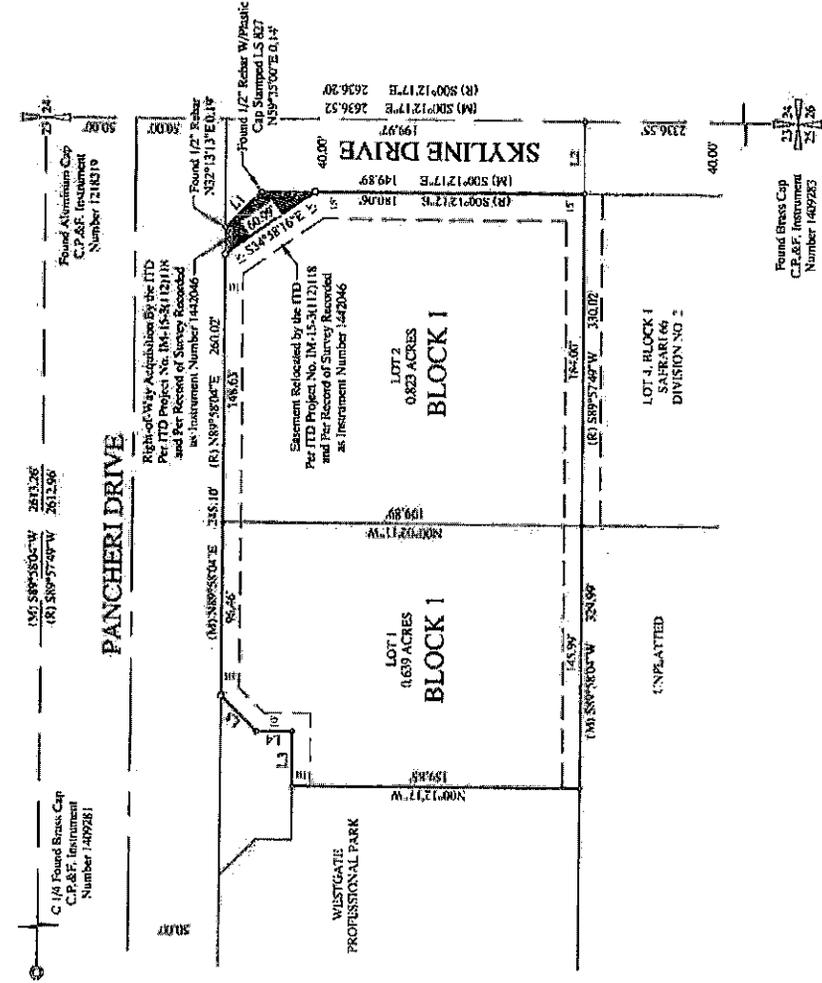


1" = 800'



FINAL PLAT OF SAFARI 66

DIVISION NO. 1 - FIRST AMENDED
CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING A RE-PLAT OF LOT 1, BLOCK 1 OF SAFARI 66 DIVISION NO. 1
SITUATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 23, T. 2N., R. 37E., B.M.



wider for consistency throughout the subdivision. Lot 43 meets the ordinance and if it is disrupted, it disrupts two lots.

He explained that this division has a disproportionate number of lots that back up to arterial streets and by ordinance have to be 150 ft deep, so because of the ordinance, these lots are deeper than most lots are. He told the commission that they are comparing those deep lots, which are required to be that deep by ordinance, with interior lots that are not required to be that deep. He said he understands the intent of the ordinance, but that lot will hold a house and a 3 car garage.

Swaney turned time to the Commission for discussion. Dixon mentioned that the arterial lots that are reverse frontage and have the lot behind them need to be discounted but his main concern is this is one of the main entrances into the development and you will look directly at whatever is built on Lot 43 and it should not have to be smaller than the other homes in the neighborhood, it should be a showcase for the neighborhood and asked the applicant if he feels there is enough buildable land to build a nice home. Applicant agreed that there was. He said the subdivision is a blend, with some larger lots and some smaller lots and that is by design because the market isn't homogenous.

Polson said you could take a lot out and everything would fit. Alcott replied that everything fits now. Polson said Lot 43 doesn't quite meet the requirement. Alcott disagreed and said it absolutely does meet the code. Polson said it does meet according to that, but that two sides are exposed and have to have setbacks on two sides and he said they have allowed for that in the building footprints.

Dixon said he is comfortable with this and recognizes the need for larger lots along two sides of this plat because of the major arterials, East River Road and Tower Road, require reverse frontage.

Cramer said he agreed with Dixon and the applicant. Staff hadn't considered the fact that the city's ordinance demanded most of those lots be larger, and by eliminating some of those lots because of their odd shapes, the average lot size is smaller. As a staff person he is comfortable that this meets both the intent and the letter of the ordinance.

Cosgrove said she is happy to see this development move forward.

Dixon moved to recommend to the Mayor and City Council approval of the Final Plat for Fairway Estates, Division No. 20. Morrison seconded the motion and it passed unanimously.

Final Plat: Safari 66, Division No. 1, 1st Amended, Being a re-plat of Lot 1, Block 1, Safari 66, Division No. 1. Beutler presented the staff report, a part of the record. Dixon said the staff notes indicate desire for an access is desired off Skyline and asked where it would be located and how far off from the intersection as opposed to the current access. Beutler said it is proposed to be at the south end of the property. Public Works has reviewed it and is comfortable with the amended re-plat. The access was part of the original proposal with other multiple office buildings. Brent asked if the lot to the south has the same zoning and Beutler said yes. Dixon wondered if there was discussion of a shared access off of Skyline similar to the shared access off of Pancheri. Beutler said no. Polson said she wanted to explore that further. She asked if that

something that has to be done now or is that done when the land to the south is developed a cross access agreement is recorded. She assumed they wanted to share that same access when the southern part is developed so a cross access agreement between the two lots would be needed. Cramer said it could be discussed now, and didn't know if the southern part has been platted.

Swaney opened the floor to the applicant.

Ryan Loftus, 10727 N. Yellowstone Highway, Idaho Falls. Loftus said the distance from the intersection to the Skyline access is 150 ft, which is the minimum that is required. He also explained that the access onto Skyline was moved to the southernmost portion of the lot. The original site plan was approved with three additional buildings so there were four total on the single lot. Loftus explained that since the original Safari 66 Plat was made, the Idaho Transportation Department has made improvements to the intersection so these lots have been squeezed by that development and that is the bad news. The good news is that it has been all done and so they know where the curbs, gutters, sidewalks, signal boxes, and all the utilities lie so planning can be made around those existing utilities. Loftus said there is a Division 2 to Safari 66 Plat that consists of two lots to the south of this development and it includes a new street named Tara that those two lots front on. Tara will access onto Skyline and so a cross-access agreement with those future lots is not needed. Loftus explained that the developer platting this will have a cross parking access agreement with the existing dental office so both businesses will have access to both Pancheri and Skyline. Both properties to the south will front onto Tara and the eastern most lot will have access only onto Tara, not onto Skyline.

Dixon said he is happy with the restricting the access onto Skyline to the southern edge of the lot. Swaney asked if commissioners had any other questions for the applicant. There were none. Swaney turned it over to discussion among the commissioners.

Polson moved to recommend to the Mayor and City Council approval of the Final Plat for Safari 66, Division No. 1, 1st Amended, Being a re-plat of Lot 1, Block 1, Safari 66, Division No. 1. with the stipulation that a cross action agreement between the two lots be recorded. Branson seconded the motion. Dixon asked for an amendment that the Skyline Drive access be at the southern end of Lot 2. Branson seconded it. The amendment passed unanimously. The commissioners then voted on the original motion with the amendment, and it passed unanimously. Plat as amended was approved to be recommended to the mayor and city council.

Swaney concluded the formal business of the meeting has been concluded, and the planning commission would move onto the other business.

BUSINESS:

Election of Officers. Swaney had a list of proposed officers to be voted on. The list was based on volunteers. The list was Donna Cosgrove for Treasurer, Natalie Black for Vice-chairman, and George Swaney for Chairman. He suggested an agenda item be placed on the November 2014 meeting agenda to establish a list of officers for 2015.

Dixon moved to recommend approval of the presented slate of officers for 2014. Cosgrove seconded the motion and it passed unanimously.

IDAHO FALLS PLANNING COMMISSION STAFF REPORT
Safari 66 Division No. 1 – First Amended
Being a re-plat of Lot 1, Block 1, Safari 66 Division No. 1
February 4, 2014



Planning and
Building Division

Applicant: Aspen
Engineering, Ryan Loftus,
Agent

Location: Southwest corner
of the intersection of
Pancheri and Skyline Drives

Size: Approx. 1.46 acres

Existing Zoning:

Site: C-1
North: R-1
South: C-1
East: C-1
West: P-B

Existing Land Use:

Site: Vacant
North: Residential
South: Vacant
East: Vacant
West: Medical Office

Future Land Use Map:
Commercial

Attachments:

1. Subdivision information
2. Maps and aerial photos
3. Final plat

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

Staff Comments: The area is currently zoned C-1 and
shows as commercial on the Comprehensive Plan. Safari
66, Division No. 1 was originally recorded in 1998 with two
lots. A medical office building and associated parking lot
were then constructed on the west side of Lot 1. The owner
would now like to divide Lot 1 into two separate lots.

The intent is to construct an additional medical office
building for Idaho Falls Pediatrics on the east side of the
property. The additional medical complex was part of the
original plans for the property. The applicants would like
the ability to separate the ownership of the two facilities,
thus requiring a subdivision plat. The applicants have
submitted a site plan for the proposed building and will meet
all the minimum city standards for development.

Direct access to the property will come from both Pancheri
and Skyline Drives. The Pancheri access currently exists,
while the Skyline Drive access will be constructed as part of
the new site and was approved with the original plat. With
the division of the lot staff recommends that a cross-access
agreement be recorded between the lots.

The objectives of the C-1 Zone are to:

- A. Encourage the development and continued use of the land within the zone for business purposes.
- B. To promote the development of serviceable and convenient retail and service facilities.
- C. To provide appropriate areas for the development of business uses within the City and to prevent the scattering of business uses into surrounding zones.
- D. To prohibit industrial uses within the zone and to discourage any other use which tends to thwart or militate against the continued use and development of the land within the zone for its primary purposes.

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

REQUIREMENTS	Staff Review
<ul style="list-style-type: none"> • Purposes listed in Section 10-1-1 as follows: 	
Building envelopes sufficient to construct a building.	<p style="text-align: center;">X</p> <p>The C-1 Zone does not require a minimum lot area. Applicants have already begun the site plan review process and demonstrated adequate room to site a building.</p>
Lot dimensions conform to the minimum standards of Zoning Ordinance.	<p style="text-align: center;">X</p> <p>No minimum standards for the C-1 Zone.</p>
Lots have full frontage on, and access to, a dedicated street.	<p style="text-align: center;">X</p> <p>Lots have frontage on both Pancheri and Skyline Drives</p>
Residential lots do not have direct access to arterial streets.	<p style="text-align: center;">NA</p>
<p>Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that:</p> <p>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 proposes access.</p>	<p style="text-align: center;">X</p> <p>Both Pancheri and Skyline Drives are identified as minor arterials. The access on Pancheri Drive is existing. The proposed access on Skyline Drive is located at the southern end of the property and will meet the minimum city requirements for development. It was approved with the original Safari 66 plat.</p>
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	<p style="text-align: center;">X</p>
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.	<p style="text-align: center;">X</p>
All property within the subdivision shall be included within a lot or area dedicated for public use.	<p style="text-align: center;">X</p>
All corner lots zoned RP through R-3, inclusive, shall	<p style="text-align: center;">NA</p>

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.	
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	NA No streets proposed
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	NA No new streets

Comprehensive Plan Policies:

Arterial: Arterial streets are designed for the movement of traffic through and across the community at higher speeds. The speed is limited by the number of accesses permitted, amount of on-street parking, and intersection control provided. Generally arterial streets do not bisect neighborhoods and do not provide access to adjacent properties unless a minor arterial street. (pg. 51)

Transportation Plan: Pancheri Drive: Minor Arterial
Skyline Drive: Minor Arterial

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF SAFARI 66 DIVISION NUMBER 1, 1ST AMENDED TO THE CITY OF IDAHO FALLS, IDAHO.

WHEREAS, the applicant filed an application for approval of a final plat on January 17, 2014; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on February 4, 2014; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on February 27, 2014; and

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

I. RELEVANT CRITERIA AND STANDARDS

The City Council considered the following criteria and standards and applied them to its final decision:

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 Local Land Use Planning Act, and other applicable development regulations.
2. The property is a 1.462 acre parcel on the southwest corner of Pancheri Drive and Skyline Drive.
3. The property is designated on 2013 Comprehensive Plan Future Land Use map as Commercial. Areas to the east and south are designated as Higher Density Residential. The areas to the north and west is designated as Low Density Residential.
4. Current zoning of the parcel and parcels to the south and east is C-1 Limited Business. Area to the north is zoned R-1 Residential. Area to the immediate west is zoned PB Professional Business.
5. A portion of the parcel is currently developed with an office building and associated parking and landscaping. The remainder of the parcel as well as land to the south and east is currently vacant. Area to the west is developed with offices and Skyline High School is further to the west.
6. There will be no additional access to Pancheri Drive. Access to Skyline was determined in the original development agreement and will restrict access to the southern portion of the parcel.
7. The proposed subdivision plat is in compliance with the subdivision ordinance and all necessary easements and roadways are provided.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the request for a Final Plat for Safari 66 Division No. 1, 1st Amended with the condition that a cross-access agreement be recorded for the two lots and any access to Skyline be located at the southern boundary of the property.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2014

Rebecca Casper, Mayor

Memo

To: Mayor and Council
From: Mark McBride, Chief of Police
Date: February 19, 2014
Re: City Council Agenda Item

Please review the attached draft **Ordinance of the City of Idaho Falls amending Title 5, Chapter 12**. This amendment would make the City's juvenile curfew Ordinance more consistent with the State Code.

Chief McBride would like the City Council to consider this ordinance for approval.

Thank you.

Cc: Rose Anderson, City Clerk

/ks

MEMO Juvenile Ordinance Amendment Draft.docx

ORDINANCE NO. 2014-

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 5, CHAPTER 12 TO MAKE THE CITY'S JUVENILE CURFEW ORDINANCE MORE CONSISTENT WITH THE STATE CODE; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, Idaho courts have acknowledged that cities have a legitimate interest in enacting juvenile curfew ordinances in order to promote the safety and welfare of its citizens and to prevent juvenile criminal activity and victimization; and

WHEREAS, the U.S. Supreme Court has recognized that the physical and psychological well-being of juveniles is a compelling government interest; and

WHEREAS, the City wishes to promote those legitimate interests, as well as to fulfill its obligation to provide for the protection of juveniles from each other and from other persons, for the enforcement of parental control over and responsibility for children, for the protection of the general public, for the deterrence and punishment of those that would encourage, aid, or cause a juvenile to commit a crime, and for the reduction of the incidence of juvenile criminal activities and juvenile delinquent activities; and

WHEREAS, the City of Idaho Falls City Code (IFCC), Title 5, Chapter 12 currently contains many provisions that are identical or very similar to the Idaho Code insofar as they govern juvenile curfew; and

WHEREAS, the Idaho Code provides for the administration and punishment of juveniles who violate curfew, leaving it to cities to determine what constitutes a violation thereof; and

WHEREAS, to provide for the consistent, reliable, and efficient enforcement of City Ordinances to which juveniles and those associated with juveniles in the City are subject; and

WHEREAS, a curfew for those under the age of eighteen (18) years of age will be in the interest of the public health, safety, and general welfare and will help to attain the foregoing objective and to diminish the undesirable impact of such conduct on the citizens of the City of Idaho Falls.

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

SECTION 1. Title 5, Chapter 12 of the City Code of the City of Idaho Falls, is hereby revoked in its entirety and immediately replaced by the following language:

**CHAPTER 12
JUVENILE CURFEW**

5-12-1: Definitions.

Emergency. An unforeseen circumstance or combination of circumstances that requires immediate action to safeguard life, limb, or property. This term includes, but is not limited to, a fire, natural disaster, automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Employment activity. Activities that are within the course and scope of the juvenile's employment. This shall include traveling between the juvenile's residence and the juvenile's employment.

Establishment. Any privately owned place of business operated for a profit to which any portion of the public is invited, including, but not limited to, any place of amusement or entertainment.

Employment. Gainful employment undertaken by the juvenile.

Operator of an establishment. Persons authorized with management responsibilities who are on the premises of the establishment at the time in which a juvenile is located on the premises.

Parent. A person who is (1) a natural parent, adoptive parent, or step-parent of a juvenile; or (2) at least eighteen (18) years of age and authorized by a parent or guardian to have the care and custody of a juvenile. This shall not include a foster parent.

Public place. Any place to which the public or a substantial group of the public has access, including but not limited to, streets, alleys, sidewalks, parking lots, parks, and transportation facilities.

Remain. To stay at or upon a place or to fail to depart when requested to do so by a police officer or a person with authority to act in the interest of the establishment or public place at which the juvenile is located.

All other terms used in this Chapter shall be consistent with the meaning of the same as they appear in Title 20, Chapter 5 of the Idaho Code.

5-12-2: Curfew Hours Established.

Pursuant to Title 20, Chapter 5 of the Idaho Code, curfew hours in the City shall be the hours between 1:00 a.m. and 5:00 a.m. local time on every day of the week.

5-12-3: Prohibited Acts.

(A) It shall be unlawful for any juvenile to be in a public place or on the premises of or in any establishment within the City during curfew hours.

(B) It shall be unlawful for any parent, legal guardian with legal and physical custody, or other person lawfully charged with the care or custody of a juvenile to knowingly permit, or, by insufficient control, allow the juvenile under the age of sixteen (16) to

be in a public place or on the premises of or in any establishment within the City during curfew hours.

- (C) It shall be unlawful for the operator of an establishment to, by any act or neglect, encourage, aid, or cause a juvenile to be on the premises of or in the establishment during curfew hours.

5-12-4: Exceptions.

(A) This Chapter shall not apply to a juvenile that is:

- (1) accompanied by the juvenile's parent or legal guardian; or
- (2) within the property boundary of the juvenile's residence.

5-12-5: Defenses.

(A) It shall be a defense to a violation of this Chapter that during curfew hours the offending juvenile was:

- (1) involved or assisting in an emergency situation; or
- (2) engaged in employment activity.

(B) It shall be a defense to a violation of this Chapter that the parent, legal guardian with legal and physical custody, or other person lawfully charged with the care or custody of an offending juvenile under the age of sixteen (16) took reasonable steps to control the conduct of such juvenile at the time the parent or legal guardian is alleged to have knowingly permitted or, by insufficient control, allowed such juvenile to violate this Chapter.

(C) It shall be a defense to a violation of this Chapter that, during curfew hours, the operator of an establishment:

- (1) promptly notified police that a juvenile was present at the establishment and refused to leave when requested; or
- (2) was given by the juvenile a fraudulent form of identification indicating the juvenile was over the age of seventeen (17).

5-12-6: Punishment.

(A) A violation of this Chapter by a juvenile or by the operator of an establishment shall be administered, enforced, and punished pursuant to Title 20, Chapter 5 of the Idaho Code.

(B) A violation of this Chapter by a parent, legal guardian with legal and physical custody, or other person lawfully charged with the care or custody of an offending juvenile shall be guilty of a misdemeanor and shall be subject to a fine of not more than one thousand dollars (\$1,000). In lieu of imposing a fine, the parent, legal guardian, or other person may consent to completing parenting classes or undertaking other treatment or counseling; and upon the person's completion of the classes, treatment or counseling, the person may be discharged; or if the person fails to complete the program, the person shall be subject to the penalties provided in Title 32, Chapter 13 of the Idaho Code.

(C) Any person violating the orders of the court entered in connection with a violation of this Chapter shall be subject to contempt proceedings in accordance with chapter 6, title 7, of the Idaho Code, in addition to any other penalties provided in the Idaho Code.

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. The remaining Sections of Title 5, shall be in full force and effect.

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 _____, 2014.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

ROSEMARIE ANDERSON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, ROSEMARIE ANDERSON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

“AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 5, CHAPTER 12 TO MAKE THE CITY’S JUVENILE CURFEW ORDINANCE MORE CONSISTENT WITH THE STATE CODE; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

ROSEMARIE ANDERSON, CITY CLERK

Memo

To: Mayor and Council
From: Mark McBride, Chief of Police
Date: February 11, 2014
Re: City Council Agenda Item

Idaho Falls City Ordinance amending sections 5-6-1; 5-6-6; 5-6-7; 5-6-9; 5-6-10; 5-6-11; and 5-6-12. This Ordinance would amend the City's current Animal Ordinance (Title 5, Chapter 6). The purpose of the amendment is to require spaying and neutering of a dog or cat adopted from the Animal Control Shelter. Additionally, licensing requirements for commercial and non-commercial kennels would be deleted. This amendment also calls for setting a limit on the number of dogs allowed on the premises of any one (1) household or upon the premises of any one (1) business property in the City and to allow impoundment of a nuisance animal.

Chief McBride would like the City Council to consider this ordinance for approval.

Thank you.

Cc: Rose Anderson, City Clerk

/ks

MCBRIDE-014.2014 COUNCIL ITEM.docx

City Council Meeting
February 13, 2014
Passed on First Reading
only 5.0

ORDINANCE NO. 2014-

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SECTION 5-6-1; 5-6-6; 5-6-7; 5-6-9; 5-6-10; 5-6-11; AND 5-6-12 OF THE IDAHO FALLS CITY CODE, TO REQUIRE SPAYING AND NEUTERING OF A DOG OR CAT ADOPTED FROM THE ANIMAL CONTROL SHELTER; DELETING LICENSING REQUIREMENTS FOR COMMERCIAL AND NON-COMMERCIAL KENNELS; SETTING A LIMIT ON THE NUMBER OF DOGS ALLOWED ON THE PREMISES OF ANY ONE (1) DWELLING OR UPON THE PREMISES OF ANY ONE (1) BUSINESS PROPERTY IN THE CITY; ALLOWING IMPOUNDMENT OF A NUISANCE ANIMAL; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, it is Council's desire to require spaying or neutering pursuant to conditions described in the Ordinance in order to promote health, safety and general welfare in the City; and

WHEREAS, City kennel licensing is currently required in commercial and noncommercial zoning districts for people who wish to have more than two (2) dogs; and

WHEREAS, such kennel licensing includes a requirement for consent of neighbors in order to successfully be granted such a license; and

WHEREAS, the kennel licensing program has not resulted in the desired regulation and control of potential nuisances; and

WHEREAS, the City staff believes that the kennel licensing program is no longer necessary if an adjustment in the Code regarding the number of dogs is made; and

WHEREAS, complaints related to the number of dogs in any one (1) dwelling or any one (1) business property may be handled through general public nuisance Ordinances and statutes; and

WHEREAS, in order to accommodate the discontinuance of the kennel licensing program within the City, the Council wishes to increase the number of dogs allowed from two (2) to three (3); and

WHEREAS, in order to promote and sustain accessibility in the City by those who are in need of assistance different than, or in addition to, that generally provided to community members, the Council wishes to acknowledge its commitment to those who request accommodations based upon need of assistance by dogs (by the inclusion of specific language in the City Code to allow accommodations).

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

SECTION 1. Section 5-6-1 of the City Code of the City of Idaho Falls, Idaho, is hereby amended, as follows:

5-6-1: DEFINITIONS:

Certain terms used in this Chapter shall have the meaning ascribed below:

ANIMAL CONTROL SHELTER: Any animal shelter, lot, premises or building maintained by the City for the confinement and care of animals.

AT LARGE: A dog shall be deemed to be at large when off the property of the owner, and not under restraint or control.

DOG: A dog of an age four (4) months or older that is kept as a household pet.

~~**DOG-KENNEL:** Any place where more than two (2) dogs are kept.~~

ENCLOSURE: A fence or structure suitable to prevent escape of the animal or the entry of young children.

NEUTERED: Rendered permanently incapable of reproduction.

NUISANCE ANIMAL: A nuisance animal, including a dog or cat, is one that:

1. Frequently runs at large;
2. Damages, soils, or defecates on private property other than property owned or controlled by the animal owner or on public property, including walks and recreation areas, unless such waste is immediately removed and properly disposed of by the animal owner or handler;
3. Causes unsanitary or dangerous conditions;
4. Causes a disturbance by excessive barking or other noise making;
5. Creates a general public nuisance, and/or
6. Chases vehicles, or molests, attacks, or interferes with persons or other domestic animals on public property.

OWNER: A person having the right of property or custody of an animal or who keeps or harbors an animal or knowingly permits an animal to remain on or about any premises occupied, owned, or controlled by that person.

PERSON: Any individual, corporation, partnership, organization or institution commonly recognized by law as a unit.

RESTRAINT: A dog shall be considered under restraint if it is confined within a structure or fenced yard, is secured by a leash, lead or chain or is confined within a vehicle in a manner that prevents escape.

UNLICENSED DOG: A dog for which a license has not been issued for the current year, or to which the tag provided for in this Chapter is not attached.

VACCINATION: The inoculation of an animal against rabies in accordance with state law and the "Compendium of Animal Rabies Prevention and Control" published by the National Association of the State Public Health Veterinarians and published annually in the Journal of the American Veterinary Medical Association.

SECTION 2. Section 5-6-6 of the City Code of the City of Idaho Falls, Idaho, is hereby amended, as follows:

5-6-6 IMPOUNDING OF DOGS:

Any nuisance animal may be impounded in the Animal Control Shelter. All dogs found at large are declared to be public nuisances and all City police or animal control officers shall impound them in the Animal Control Shelter. The impoundment, redemption, sale or other disposal of impounded dogs shall be as follows:

(A) Impoundment of Unlicensed Dogs. All impounded dogs not licensed or not identified by tag or microchip shall be retained in the Animal Control Shelter for a minimum of three (3) business days. At any time during this period, the owner or keeper of such dog may redeem it by procuring a license, a microchip and by paying an impound fee plus a boarding fee as set forth in this Chapter.

(B) Impoundment of Licensed Dogs. All impounded dogs which are licensed or otherwise identified with a tag or microchip or whose owner is known shall be retained in the Animal Control Shelter for a minimum period of five (5) days after the owner is notified of the impoundment. As soon as reasonably possible following impoundment of such dog, the Animal Services Manager shall give notice of the impoundment to the owner of the dog, either in writing, by telephone or by personal notification. The Animal Services Manager shall keep a record of the date, time and manner of giving notice, with respect to each impounded dog. At any time during the said five (5) day period the owner may redeem the dog by procuring a microchip and paying an impound fee plus a boarding fee as set forth in this Chapter. The five (5) day period shall commence to run at noon on the day following the date notice is given.

(C) Spaying and Neutering. Any dog adopted from the Animal Control Shelter shall be spayed or neutered by a licensed veterinarian either prior to adoption, or within thirty (30) days of adoption, or as soon after the dog is old enough to be spayed or neutered. If the dog is not already spayed or neutered, the adopter shall agree to provide evidence of spaying or neutering to the Animal Control Shelter within thirty (30) days. For dogs determined by a licensed veterinarian to be too young to be spayed or neutered within thirty (30) days of adoption, proof of spaying or neutering shall be provided by the dog's owner within thirty (30) days of the age the dog became eligible for spaying or neutering, which date shall be designated on the adoption paperwork.

(D) An unneutered dog that has been impounded at the Animal Control Shelter on two (2) previous occasions during the previous one (1) year period shall be required to be spayed or neutered prior to the owner redeeming the animal. The impound, and boarding fees, shall be

applied toward the cost of the spay or neuter.

(E) Unclaimed Dogs. The ownership of any dog not redeemed within the periods of time herein stated shall be forfeited and the dog may be sold thereafter by the Animal Services Manager to any person.

(F) No dog shall be released from the Animal Control Shelter unless the dog is licensed and microchipped under this Chapter and wearing a tag.

(G) Disposal of Dogs: If any dog is not redeemed or sold, the dog may be humanely destroyed and the carcass disposed of in any lawful manner.

SECTION 3. Section 5-6-7 of the City Code of the City of Idaho Falls, Idaho, is hereby amended, as follows:

5-6-7 OWNERSHIP OF DOGS LIMITED:

(A) It shall be unlawful to maintain upon the premises of any one (1) dwelling or upon the premises of any one (1) business property more than three (3) dogs except, where accommodation or variation from these requirements is appropriate under current state or federal law or where allowed by the Zoning Code.

~~operate a dog kennel or to keep upon the premises of any one household or upon the premises of any one business property, more than two (2) dogs unless the owner or person in charge thereof has a commercial or noncommercial kennel license.~~

~~(B) Noncommercial License: Applications for noncommercial kennel licenses shall be made to the Clerk. Such license shall not be issued unless at least seventy five percent (75%) of all the owners or persons in possession of premises located within one hundred feet (100') of the premises upon which said noncommercial kennel is to be maintained, have consented to the operation of such noncommercial kennel. Upon receipt of such application, the City Clerk shall request Animal Services to poll such owners to determine if they are willing to consent to the issuance of a noncommercial kennel license to the applicant. For the purposes of determining such percentage, persons having joint ownership or control of such premises shall be considered as one person. The applicant shall also pay a license fee of fifty dollars (\$50) annually, which fee shall be returned to the applicant if the license is not issued. The applicant shall allow an annual inspection of the kennel by Animal Services personnel and any inspections that may be warranted in response to complaints or violations of this Chapter supported by probable cause. The application shall state the name and address of the owner, the location of the non-commercial kennel, the number of dogs presently kept and the breed(s) of the dogs. Dogs kept in a noncommercial kennel shall be owned only by members of the immediate household and a separate dog license shall be purchased for each dog. A noncommercial kennel license shall not be transferable and shall expire on December 31st of the year of issuance. Upon renewal of a noncommercial kennel license, a re-polling of neighboring owners shall not be required, unless within one (1) year prior to the expiration of such license, one or more complaints have been filed in writing with the Police Department or Animal Services regarding the applicant's~~

~~maintenance of such kennel. In such event, no license shall be issued until Animal Services has conducted a new poll and the required consents have been obtained. No person holding a noncommercial kennel license shall keep any dog for breeding purposes or for the purpose of raising such dog for commercial sale. All dogs, except registered purebred dogs, kept pursuant to a noncommercial kennel license shall be sterilized within twelve (12) weeks after their date of birth. No license shall be issued unless the applicant i) provides written certification by a licensed veterinarian that all licensed animals, other than purebred animals, have been sterilized or the applicant provides a certificate from an Animal Control officer that he or she has inspected each animal and verified such sterilization, and ii) the applicant provides proof of registration by a recognized kennel club for each unsterilized purebred dog kept on the premises. In no event may the licensee or applicant keep more than one breed of unsterilized purebred dogs on the premises. A maximum of five (5) dogs may be kept upon the premises owned by a person holding a noncommercial kennel license.~~

SECTION 4. Section 5-6-9 of the City Code of the City of Idaho Falls, Idaho, is hereby amended, as follows:

5-6-9: UNLAWFUL DISPOSAL OF RABID DOG:

~~It shall be unlawful for a~~Any person who ~~to~~ kills or causes to be killed any rabid dog, or dog suspected of having rabies, or any dog who has bitten or attacked a person, without having given the notice required by ~~the preceding section~~this Chapter, or having given such notice, ~~to~~ kills such dog before the expiration of the ten (10) days quarantine period, ~~is guilty of a misdemeanor.~~

SECTION 5. Section 5-6-10 of the City Code of the City of Idaho Falls, Idaho, is hereby amended, as follows:

5-6-10: CONTROL OF DOGS:

(A) ~~It shall be unlawful for a~~Any person who ~~to~~ harbors or keeps on his or her premises, or in his or her control any dog which, by loud and prolonged barking or howling, disturbs the peace and quiet of the neighborhood, or of the occupants of adjacent premises, ~~is guilty of a misdemeanor.~~

(B) It shall be unlawful for any person to have or keep on his or her premises or in his or her control a nuisance animal.

(C) Any owner or keeper of a dog whose dog is determined to be at large on or in any public street, alley, sidewalk, park or place, or upon private property without the permission of the owner or occupant thereof, is guilty of a misdemeanor. Notwithstanding the foregoing, the Mayor may, upon application of any person, authorize dog shows, exhibitions and dog training courses to be held upon public property and where the dogs participating therein are controlled by competent attendants and the Council may designate public areas within the City which may be used, subject to such rules and regulations as may be prescribed, for the training or exercise of dogs. Dogs within such areas need not be controlled by leash, but shall be under the control of a

responsible person and controlled by whistle, voice or other effective command. Notwithstanding the foregoing, it shall be unlawful for any person who to allows a dog under leash to be in any public park or recreation area designated by the Council as a public area in which dogs are not allowed, ~~is guilty of a misdemeanor, unless the dog is a licensed service dog or is a participant in an approved dog show, exhibition or dog training course, or is otherwise allowed by law or regulation in such an area.~~ Such areas shall be specifically designated by resolution of the Council and a sign giving notice of such prohibition shall be posted at each vehicular entrance to such public area.

~~(DC)~~ It shall be unlawful for aAny owner or keeper of any female dog in heat to allow such dog determined to be at large. It shall be unlawful for the owner or keeper of such a dog or who to fails to confine or enclose ~~the such dog in such a manner as to that precludes~~ other dogs from breeding, the female dog ~~or from being attracted to such female dog,~~ is guilty of a misdemeanor.

~~(ED)~~ It shall be unlawful for aAny person who ~~to~~ lets to the owner or keeper of a female dog any dog, except within an enclosure so arranged as to obstruct such animal completely from the view of all persons who have no proprietary interest in the breeding of such animals, ~~is guilty of a misdemeanor.~~

SECTION 6. Section 5-6-11 of the City Code of the City of Idaho Falls, Idaho, is hereby amended, as follows:

5-6-11 CONTROL OF CATS:

(A) Cat nuisances include but are not limited to excessive noise, soiling of public property and of private property not owned or rented by the pet owner, and noxious odors or unsanitary conditions caused by failure to clean the cat's resident property.

(B) Cats must be prevented from causing a nuisance by howling in a habitual, consistent, or persistent manner that repeatedly disturbs the peace of the neighborhood.

(C) Owners must take steps to prevent feces deposits by their cats on public property, public and private rights-of-way, and private property not owned or rented by the animal owner and prevent them from continually spraying or depositing urine on lawns and landscaping that causes damage to grasses, flowers, shrubs, etc.

(D) Animal Services shall investigate each complaint and issue a warning letter to the cat owner on the first offense. A citation may be issued on subsequent offenses.

(E) Impoundment of Unlicensed Cats. All impounded cats not licensed or not identified by tag or microchip, shall be retained in the Animal Services Shelter for a minimum of three (3) business days. At any time during this period, the owner or keeper of such cat may redeem it by procuring a microchip and by paying an impound fee plus a boarding fee as set forth in this Chapter. Any cat that is identified by a shelter personnel as "feral" or "wild" shall not be required to be held for the three (3) day period.

(F) Impoundment of Licensed Cats. All impounded cats which are licensed or otherwise identified with a tag or microchip or whose owner is known shall be retained in the Animal Control Shelter for a minimum period of five (5) days after the owner is notified of the impoundment. As soon as reasonably possible following impoundment of such cat, the Animal Services Manager shall give notice of the impoundment to the owner of the cat, either in writing, by telephone or by personal notification. The Animal Services Manager shall keep a record of the date, time and manner of giving notice, with respect to each impounded cat. At any time during the said five (5) day period the owner may redeem the cat by procuring a microchip and paying an impound fee plus a boarding fee as set forth in this Chapter. The five (5) day period shall commence to run at noon on the day following the date notice is given.

(G) Spaying and Neutering. Any cat adopted from the Animal Control Shelter shall be spayed or neutered by a licensed veterinarian either prior to adoption, or within thirty (30) days of adoption, or as soon after the cat is old enough to be spayed or neutered. If the cat is not already spayed or neutered, the adopter shall agree to provide evidence of spaying or neutering to the Animal Control Shelter within thirty (30) days. For cats determined by a licensed veterinarian to be too young to be spayed or neutered within thirty (30) days of adoption, proof of spaying or neutering shall be provided by the cat's owner within thirty (30) days of the age the cat became eligible for spaying or neutering, which date shall be designated on the adoption paperwork.

(HG) Unclaimed Cats. The ownership of any cat not redeemed within the periods of time herein stated shall be forfeited and the cat may be sold thereafter by the Animal Services Manager to any person.

(IH) No cat shall be released from the Animal Services Shelter unless the cat is microchipped under this Chapter.

(IJ) Disposal of Cats. If any cat is not redeemed or sold, the cat may be humanely destroyed and the carcass disposed of in any lawful manner.

SECTION 7. Section 5-6-12 of the City Code of the City of Idaho Falls, Idaho, is hereby amended, as follows:

5-6-12: UNLAWFUL INTERFERENCE:

It shall be unlawful for aAny person who to hinders, or interferes with any City Police or Animal Services officer who is seizing any animal, euthanizing the same, or removing the carcass under this Chapter, ~~is guilty of a misdemeanor.~~

SECTION 8. Non-Conforming Uses. Any lawful pet use established pursuant to the City's Zoning Code prior to the effective date of this Ordinance shall be allowed to continue as a non-conforming use pursuant to such Zoning Code. No non-conforming pet use shall be allowed to increase in extent or intensity and no dogs in excess of the three (3) dogs allowed by this Ordinance shall be allowed to replace any dog owned at the time that such non-conforming use was recognized in an attempt to allow such non-conformity to continue.

SECTION 9. Intent. It is Council's intent hereby to allow the owners of property with lawful uses, to keep up to five (5) dogs currently owned until the number of such dogs naturally decreases to not more than three (3) dogs per dwelling. It is also Council's intent that current non-conforming pet uses are extinguished as soon as possible under the law.

SECTION 10. 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. The remaining Sections of Title 5, Chapter 6, shall be in full force and effect.

SECTION 11. 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 12. 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 13. 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 _____, 2014.

CITY OF IDAHO FALLS, IDAHO

REBECCA NOAH CASPER, MAYOR

ATTEST:

ROSEMARIE ANDERSON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, ROSEMARIE ANDERSON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

“AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SECTION 5-6-1; 5-6-6; 5-6-7; 5-6-9; 5-6-10; 5-6-11; AND 5-6-12 OF THE IDAHO FALLS CITY CODE, TO REQUIRE SPAYING AND NEUTERING OF A DOG OR CAT ADOPTED FROM THE ANIMAL CONTROL SHELTER; DELETING LICENSING REQUIREMENTS FOR COMMERCIAL AND NON-COMMERCIAL KENNELS; SETTING A LIMIT ON THE NUMBER OF DOGS ALLOWED ON THE PREMISES OF ANY ONE (1) DWELLING OR UPON THE PREMISES OF ANY ONE (1) BUSINESS PROPERTY IN THE CITY; ALLOWING IMPOUNDMENT OF A NUISANCE ANIMAL; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

ROSEMARIE ANDERSON, CITY CLERK