CITY OF IDAHO FALLS, IDAHO
COUNCIL MEETING AGENDA
REGULAR MEETING

Thursday, May 22, 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. **Introduction of Girls State Delegates; and,**
Introduction of Boys State Delegates.

4. **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.*

5. **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. Item from the Mayor:

1. Appointment of Gerry Bates to serve on the Shade Tree Committee.

b. Items from the City Clerk:

1. Approval of Minutes from the May 5, 2014 Council Work Session, and the May 8, 2014 Regular Council Meeting.

2. Approval of License Applications, all carrying the required approvals.

3. Request for Council ratification for the publication of legal notices calling for public hearings on May 22, 2014.

c. Item from the Airport Division:

1. Request for authorization to advertise to receive bids for the Construction Phase of the South Quad Hangar Infrastructure Project.

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

6. **REGULAR AGENDA**:

A. **Municipal Services Division**:

1. **Purchase Storage, Software, Support, and Servers for the Virtualization Project**: It is the recommendation of the Municipal Services Division and the Idaho Falls Power Division to purchase the hardware, software, support and servers for the Virtualization Project from Valcom in the lump sum of $113,938.82 from the State of Idaho Bid No. PADD1049-01 and the WSCA Contract No. AG59ADU.

ACTION: To accept the low bid provided by Valcom to purchase hardware, software, support, and servers for the Virtualization Project in the lump sum amount of $113,938.82 pursuant to the State of Idaho Bid No. PADD1049-01 and the WSCA Contract No. AG59ADU (or take other action deemed appropriate).

2. **Tabulation and Award of Bid for Bid IF-14-18, One (1) New 2014 or Newer General Purpose Wheel Tractor**: It is the recommendation of the Municipal Services Division and the Parks and Recreation Division to accept the low bid provided by Pioneer Equipment to furnish a New 2014 Case Tractor Model No. Puma 220 for a total amount of $135,775.00.

ACTION: To accept the low bid provided by Pioneer Equipment to furnish One (1) New 2014 Case Tractor Model No. Puma 220 for a total amount of $135,775.00 (or take other action deemed appropriate).

3. **Tabulation and Award of Bid for Bid IF-14-17, Water Line Materials**: It is the recommendation of the Municipal Services Division and the Public Works Division to award the low bid meeting specifications as per Attachment "A". The apparent low bid in Sections V, VI, and X have been rejected or withdrawn as per Attachment "B". Total purchase amount for all items will be $603,592.24. As per the bid specifications, the bids were evaluated according to lump sum amounts in each section.

ACTION: To reject or withdraw the apparent low bids for Sections V, VI, and X as per Attachment "B"; and, to accept the low bid meeting specifications as per Attachment "A", for a total purchase amount for all items of $603,592.24 (or take other action deemed appropriate).

B. **Parks and Recreation Division**:

1. **Professional Services Agreement for Rock Gardens Phase II Project – Rock Solid Landscape Design and Construction**: This is an Agreement for Construction Management Services between the City of Idaho Falls and Rock Solid Landscape Design and Construction for the Rock Gardens Phase II Project in an amount not to exceed $60,000.00. This Agreement has been reviewed and approved by the City Attorney.

ACTION: To approve the Agreement with Rock Solid Landscape Design and Construction in an amount not to exceed $60,000.00 for work related to the Rock Gardens Phase II Project, and give authorization for the Mayor and City Clerk to execute the necessary contract documents (or take other action deemed appropriate).

C. **Public Works Division**:

1. **Tabulation and Award of Bid for South Tourist Park Overlay Project**: On May 6, 2014, bids were received and opened for South Tourist Park Overlay Project. The Public Works Division recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, HK Contractors, Inc., in an amount of $60,221.07 and authorization for the Mayor and City Clerk to sign contract documents.

ACTION: To approve the plans and specifications for the South Tourist Park Overlay Project; to accept the lowest responsive, responsible bid provided by HK Contractors, Inc. in the amount of $60,221.07; and, give authorization for the Mayor and City Clerk to execute the necessary contract documents (or take other action deemed appropriate).

2. **Tabulation and Award of Bid for the Sanitary Sewer Rehabilitation - 2014 Project**: On May 13, 2014, bids were received and opened for Sanitary Sewer Rehabilitation – 2014 Project. The Public Works Division recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Planned and Engineered Construction, Inc., in an amount of $55,980.00 and authorization for the Mayor and City Clerk to sign contract documents.

ACTION: To approve the plans and specifications for the Sanitary Sewer Rehabilitation – 2014 Project; to accept the lowest responsive, responsible bid provided by Planned and Engineered Construction, Inc. in the amount of $55,980.00; and, give authorization for the Mayor and City Clerk to execute the necessary contract documents (or take other action deemed appropriate).

3. **Tabulation and Award of Bid for Sewer Repairs – 2014 Project**: On May 13, 2014, bids were received and opened for Sewer Repairs – 2014 Project. The Public Works Division recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Sweets Septic Tank and Backhoe Service, Inc., in an amount of $54,158.91 and, authorization for the Mayor and City Clerk to sign contract documents.

ACTION: To approve the plans and specifications for the Sewer Repairs – 2014 Project; to accept the lowest responsive, responsible bid provided by Sweets Septic Tank and Backhoe Service, Inc., in the amount of $54,158.91; and, give authorization for the Mayor and City Clerk to execute the necessary contract documents (or take other action deemed appropriate).

4. **Tabulation and Award of Bid for Equipment Rental for Taylor Crossing Rock Garden Phase II Project**: On May 13, 2014, bids were received and opened for Equipment Rental for Taylor Crossing Rock Garden Phase II Project. The Public Works Division recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Rhodehouse Construction, Inc., in an amount of $198,240.00 and, authorization for the Mayor and City Clerk to sign contract documents.

ACTION: To approve the plans and specifications for the Equipment Rental for Taylor Crossing Rock Garden Phase II Project; to accept the lowest responsive, responsible bid provided by Rhodehouse Construction, Inc., in the amount of $198,240.00; and, give authorization for the Mayor and City Clerk to execute the necessary contract documents (or take other action deemed appropriate).

D. **Planning and Building Division**:

1. **Final Site Plan Approval and Reasoned Statement of Relevant Criteria and Standards for Lot 7, Block 1, H-S Addition, Division No. 1 – Freddy's Frozen Custard**: This is an application for Final Site Plan approval and the Reasoned Statement of Relevant Criteria and Standards for Freddy's Frozen Custard located on Lot 7, Block 1, H-S Addition. The Planning Commission considered this item at its May 6, 2014 Meeting and recommended approval. Staff concurs with this recommendation.

ACTION: The following recommendations in sequential order (or take other action deemed appropriate):

a. To approve the Final Site Plan for Lot 7, Block 1, H-S Addition, Division No. 1 for Freddy's Frozen Custard.

b. To approve the Reasoned Statement of Relevant Criteria and Standards for Lot 7, Block 1, H-S Addition, Division No. 1 for Freddy's Frozen Custard, and give authorization for the Mayor to execute the necessary documents.

E. **Airport Division**:

1. **Lease Agreement for Airport Hangar between the City of Idaho Falls and Mark Mason and Steve Henderson**: This is an Airport Hangar Lease Agreement between the City of Idaho Falls and Mark Mason and Steve Henderson. Randy Fife, City Attorney, has prepared and reviewed said Lease Agreement.

ACTION: To approve the Airport Hangar Lease Agreement between the City of Idaho Falls and Mark Mason and Steve Henderson and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

7. **Public Hearing – Annexation with Initial Zoning of C-1 (Limited Retail Business), Annexation Agreement, Final Plat, and Reasoned Statement of Relevant Criteria and Standards – Eagle Ridge Addition, Division No. 3**: This is a request for annexation with initial zoning of C-1 (Limited Retail Business), Annexation Agreement, Final Plat, and the Reasoned Statement of Relevant Criteria and Standards for Eagle Ridge Addition, Division No. 3. The Planning Commission considered this item at its April 1, 2014 Meeting and recommended approval with the eight conditions listed below. Staff concurs with this recommendation.

ACTION: Conduct the public hearing for the annexation, with the following recommendations, in sequential order (or take other action deemed appropriate):

a. To approve the Annexation Agreement for Eagle Ridge Addition, Division No. 3, with the following conditions:

1. The buildings be oriented so that the rear of the building and/or any loading areas not be facing I-15;
2. The landscaping be continued along Snake River Parkway and Crane Drive to include the extension of the landscape median and street trees placed at 30-foot intervals;
3. No lot shall have direct access to Pioneer Road;
4. Lots 1, 2, and 3, Block 1 shall have a shared access in line with the intersection of Crane Drive and Snake River Parkway;
5. A full access and break in the median shall be permitted on Crane Drive at the eastern boundary of Lot 2, Block 2 and Lot 7, Block 3;
6. Right-in/Right-out accesses shall be permitted at shared access points for Lots 1 and 2, Block 2 and Lots 1 and 8 and 8 and 7, Block 3;
7. Shared access agreements between the lots be recorded as development occurs; and,
8. A 10-foot landscape buffer with trees at 20-foot intervals or a six-foot opaque fence be required between the development and the residential property to the west;
and, further, give authorization for the Mayor and City Clerk to execute the documents.

b. To approve the Ordinance annexing Eagle Ridge Addition, Division No. 3 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).

c. To approve the Ordinance assigning a Comprehensive Plan Designation of Commercial and Greenbelt Mixed Use and establishing the initial zoning for Eagle Ridge Addition, Division No. 3 as C-1 (Limited Retail Business), 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), that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office.

d. To accept the Final Plat for Eagle Ridge Addition, Division No. 3 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

e. To approve the Reasoned Statement of Relevant Criteria and Standards for Eagle Ridge Addition, Division No. 3 and give authorization for the Mayor to execute the necessary documents.

8. **City Council Executive Session**:

The City Council will retire into Executive Session at approximately 8:15 p.m., pursuant to the provisions of Idaho Code Section 67-2345(1)(a), to consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need; and, Idaho Code Section 67-2345(1)(f), to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The City Council will then resume its Regular Session, unless the Council votes otherwise.

9. **Mayor**:

ACTION: Confirmation of Interim Fire Chief (or take 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:

IDAHO FALLS
PARKS & RECREATION
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: May 19, 2014

Subject: **PARKS AND RECREATION DIVISION APPOINTMENT**

The Parks and Recreation Division respectfully submits the following name for consideration for appointment to the Shade Tree Committee:

Initial Appointment

Shade Tree Committee	Gerry Bates	Three (3) Year Term Expiring December 2017

Respectfully,

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

laj

cc: Mayor
Council
City Clerk
File

City of Idaho Falls
Boards, Committees, and Commissions
Citizen Application

Name Gerry Bates

Mailing Address 2445 John Adams Pkwy Zip Code 83401

Email Address plantingidaho@gmail.com (Committee Communication sent via email)

Day Phone 208-681-5964 ☑ Message? ☑ Text? Night Phone Same ☐ Message? ☐ Text?

☑ I am an Idaho Falls Resident

I wish to serve on a City-wide Board, Committee or Commission. The following are my area(s) of interest:

Boards	Supporting City Division	Length of Term (Years)	Meeting Frequency
☐ Building Code Board of Appeals	Planning and Building	Three(3)	As Needed
☐ Board of Adjustment	Planning and Building	Five(5)	2nd Thursday/As Needed
☐ Electrical Board of Review	Planning and Building	Two(2) & Three(3)	As Needed
☐ Fire Code Appeals Board	Fire Department	Five(5)	Yearly/As Needed
☐ Golf Advisory Board	Parks and Recreation	Three(3)	Every other month
☐ Library Board	Library	Five(5)	Monthly/As Needed
☐ Mechanical Appeals Board	Planning and Building	Three (3)	As Needed
☐ Plumbing Appeals Board	Planning and Building	Three(3)	As Needed
Committees			
☐ Citizen Review Committees	Mayor's Office	One(1)	As Needed
☐ Ice Arena Advisory Committee	Parks and Recreation	Three(3)	Monthly
☐ Mayor's Youth Advisory Committee	Mayor's Office	Three(3)	Bi-Monthly
☑ Shade Tree Committee	Parks and Recreation	Three(3)	Monthly
☐ Swimming Pool Advisory Committee	Parks and Recreation	Not established	Monthly
☐ Traffic Safety Committee	Police Department	Two(2)	As Needed
Commissions			
☐ Parks and Recreation Commission	Parks and Recreation	Three(3)	Monthly
☐ Planning Commission[1]	Planning and Building	Six(6)	1st Tuesday
☐ Historic Preservation Commission[2]	Planning and Building	Three(3)	1st Thursday
☐ Beautification Commission[3]	Planning and Building	Three(3)	3rd Wednesday
☐ Idaho Falls ADA Accessibility Commission[4]	Planning and Building	Three(3)	As Needed
☐ Civil Service Commission	Human Resources	Six(6)	Semi-Annual/As Needed
Other			
☐ Tautphaus Park Zoological Society	Parks and Recreation	Three(3)	Quarterly
☐ Idaho Falls Redevelopment Agency	Planning and Building	Five(5)	3rd Thursday
☐ Idaho Falls Business Assistance Corp	Planning and Building	Staggering Terms	Quarterly/As Needed

What is your motivation for service on this/these committee(s)?
I work as the State of Idaho Community Forestry Assistant in Southern Idaho. I have been a resident of Idaho Falls for 37 years. I wish to see the tree canopy in Idaho Falls well maintained, with a plan for the future.

How does your background training and experience lend itself to service on this/these committee(s)?
Previously served on committee, as chairman, for many years. Developed and helped complete many Forestry projects in Idaho Falls.
See attached Resume' for qualifications

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.
Please see attached Resume for expertise, education and qualifications.
If there are questions, please don't hesitate to contact me, I live to serve!

Instructions:

Thank you for your willingness to serve our community.

Please attach a résumé to this application. If you wish, you may also submit a cover letter explaining your interest in city service.

Please return this application to the Mayor's Office for consideration. Your applications will be kept on file. When there is an opening on a relevant City Board, Committee or Commission, your application will be reviewed.

Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee.

Any information supplied may be subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350.

[1]One (1) member shall be a Bonneville County resident residing within the area of city impact.

[2]Four (4) members shall have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation-related disciplines.

[3]Five (5) members shall have professional training or experience in the disciplines of horticulture, landscape architecture, architecture, community development, urban forestry, parks planning and administration, economic development or related fields.

[4]All members shall be a person with a disability or have a demonstrated interest, competence or knowledge of disabilities.

Resume for Gerry Bates

Address:
2445 John Adams Parkway
Idaho Falls, Idaho 83401
Cell: (208) 681-5964
Fax: (208) 529-0832
Email: plantingidaho@gmail.com

Title: South Idaho Community Forestry Assistant

Summary:
- 15 years experience as Community Forestry Assistant in Southern Idaho.
- Committed to assisting communities in development of sustainable CF programs.
- Have developed strong relationships with city employees and elected officials.

Education: Graduated from Rigby High School, Rigby, Idaho in 1975
3 semesters completed at Idaho State University in Pocatello, Idaho
20 years practical experience as owner of Down to Earth, Inc, a nursery\landscaping firm
15 years as a Community Forestry Assistant in the Idaho Community Forestry Program

Experience:
- Owned and operated a retail nursery and landscaping firm from 1978 to 1997 in Idaho Falls, Idaho. Company had up to 50 full and part time employees in busy season.
- Have worked as a Community Forestry Assistant for the Idaho Community Forestry Program from 1998 to 2014.
- International Society of Arboriculture Certified Arborist, certification # PN-1474-AM
  International Society of Arboriculture Municipal Specialist
- International Society of Arboriculture Tree Risk Assessment Qualified (TRAQ)
- Idaho Nursery and Landscape Association Certified Nurseryman, cert # 40
- Idaho Nursery and Landscape Association Certified Plant Diagnostician, cert # 6
- Past president of the Idaho Nursery and Landscape Association
- PNW-ISA Regional Education Coordinator
- Graduate of the Society of Municipal Foresters "Municipal Forestry Institute".
- Graduate of the "Community Tree Management Institute".

Activities:
- PNWISA Regional Education Coordinator
- Serve on Idaho Nursery and Landscape Assn Environmental Awareness Committee.
- Member of the ISA and the Pacific Northwest and Utah Chapters.
- Member of the Arbor Day Foundation.
- Member of the Idaho Arborist Association and assist with planning and securing speakers for the Arboricultural presentations at the Idaho Horticulture Expo.
- Recipient of the Gold Medal of Horticulture Award
- Recipient of the PNW-ISA Arboriculture Award

Notes: INLA – Idaho Nursery and Landscape Association
ISA – International Society of Arboriculture
PNWISA – Pacific Northwest Chapter of the International Society of Arboriculture

IDAHO FALLS REGIONAL AIRPORT

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

MEMORANDUM

To: Honorable Mayor and City Council

From: Craig H. Davis, Airport Director

Date: May 22, 2014

Subject: **Consent Agenda: Bid Authorization – Airport South Quad Hangar Infrastructure Project, AIP#039**

Airport Division requests authorization to advertise to receive bids for the construction phase of the South Quad Hangar Infrastructure Project.

Respectfully submitted,

Craig H. Davis
Airport Director

c: City Clerk

REGULAR AGENDA:

CITY OF IDAHO FALLS

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

MUNICIPAL SERVICES

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

May 15, 2014

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **PURCHASE STORAGE, SOFTWARE, SUPPORT, AND SERVERS FOR THE VIRTUALIZATION PROJECT**

It is the recommendation of Municipal Services and the Power Division to purchase the hardware, software, support and servers for the Virtualization Project from Valcom in the lump sum amount of $113,938.82 from the State of Idaho Bid #PADD1049-01 and the WSCA Contract #AG59ADU.

Respectfully,

CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch

CITY OF IDAHO FALLS

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

MUNICIPAL SERVICES

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

May 15, 2014

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **BID IF-14-18 ONE (1) NEW 2014 OR NEWER GENERAL PURPOSE WHEEL TRACTOR**

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

It is the recommendation of Municipal Services and Parks and Recreation Division to accept the low bid of Pioneer Equipment to furnish a New 2014 Case Tractor Model # Puma 220 for a total amount of $135,775.00.

Respectfully,

CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch
Attachment

City of Idaho Falls

PO BOX 50220
IDAHO FALLS, IDAHO 83405
PHONE: (208) 612-8433

Office of Purchasing Agent

Opening Date: May 13, 2014

TABULATION
BID IF-14-18

One (1) New 2014 or Newer General Purpose Wheel Tractor

Bidder	1) Tractor Sales & Auto, Inc. Idaho Falls, ID	2) Pioneer Equipment Idaho Falls, ID
Item 1: One (1) New 2014 Backhoe Loader		
Manufacturer	New Holland	Case
Model	T7.260	Puma 220
Year	2014	2014
Delivery Time	September, 2014	16 - 20 Weeks ARO
PRICE	$152,302.00	$135,775.00

CITY OF IDAHO FALLS

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

MUNICIPAL SERVICES

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

May 15, 2014

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **BID IF-14-17 WATER LINE MATERIALS**

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

It is the recommendation of Municipal Services and the Public Works Division to award the low bid meeting specifications as per Attachment "A". The apparent low bid in Sections V, VI, and X, have been rejected or withdrawn as per Attachment "B". Total purchase amount for all items will be $603,592.24. As per the bid specifications, the bids were evaluated according to lump sum amounts in each section.

Respectfully,

CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch
Attachment

CITY OF IDAHO FALLS
Office of Purchasing Agent
PO Box 50220
Idaho Falls, ID 83405
(208) 612-8433 / Fax 208-612-8536

WATER DEPARTMENT LINE MATERIALS
TABULATION IF-14-17

Bid Opening Date: May 8, 2014

BIDDER	1) Falls Plumbing Supply, Inc. Idaho Falls, ID	2) Ferguson Waterworks Idaho Falls, ID	3) HD Fowler Company Idaho Falls, ID	4) HD Supply Waterworks Idaho Falls, ID
Section I: Ductile Iron Main Line Pipe **Lump Sum Total**	**NO BID**	**$132,600.66**	**$124,013.64 ***	**$125,957.54**
Section II: Main Line Pipe Fittings **Lump Sum Total**	**NO BID**	**$22,176.25**	**$20,962.85**	**$20,749.88**
Section III: Main Line Valves **Lump Sum Total**	**NO BID**	**$36,192.69**	**$34,287.30**	**$35,470.00**
Section IV: Fire Hydrants **Lump Sum Total**	**NO BID**	**$76,073.75**	**$78,035.50**	**$76,370.00**
Section V: Service Line Materials **Lump Sum Total**	**NO BID**	**$89,390.25**	~~**$84,504.75 ****~~	**$86,890.75**
Section VI: Copper and Poly Tubing **Lump Sum Total**	~~**$72,456.00**~~ This Section Withdrawn by Bidder	~~**$67,558.00 ****~~	~~**$20,847.60 ****~~	**$74,140.00**
Section VII: Clamps and Tapping Sleeves **Lump Sum Total**	**NO BID**	**$5,034.48**	**$5,415.10**	**$5,108.34**
Section VIII: Joint Restrainers and Bolt Packs **Lump Sum Total**	**NO BID**	**$13,795.10**	**$12,821.70**	**$12,739.20**
Section IX: Valve Boxes **Lump Sum Total**	**NO BID**	**$22,711.50**	**$12,337.50**	**$11,492.25**
Section X: Meters and Meter Materials **Lump Sum Total**	**NO BID**	**$164,188.30**	~~**$151,750.00 ****~~	**$152,795.35**
Section XI: Galvanized Material **Lump Sum Total**	**$6,760.70**	**$7,451.68 ***	**$5,375.64**	**$6,291.97**

* - Calculation Correction

** - ~~Section Invalid~~

ATTACHMENT A

Bid IF-14-17 Opened: May 8, 2014

DESCRIPTION	BIDDER	AMOUNT
SECTION I: Ductile Iron Pipe	HD Fowler Company	$124,013.64
SECTION II: Main Line Pipe Fittings	HD Supply Waterworks	$20,749.88
SECTION III: Main Line Valves	HD Fowler Company	$34,287.30
SECTION IV: Fire Hydrants	Ferguson Enterprises, Inc.	$76,073.75
SECTION V: Service Line Materials	HD Supply Waterworks	$86,890.75
SECTION VI: Copper and Poly Tubing	HD Supply Waterworks	$74,140.00
SECTION VII: Clamps and Tapping Sleeves	Ferguson Enterprises, Inc.	$5,034.48
SECTION VIII: Joint Restrainers and Bolt Packs	HD Supply Waterworks	$12,739.20
SECTION IX: Valve Boxes	HD Supply Waterworks	$11,492.25
SECTION X: Meters and Meter Material	HD Supply Waterworks	$152,795.35
SECTION XI: Galvanized Material	HD Fowler Company	$5,375.64
TOTAL PURCHASE AMOUNT		**$603,592.24**

Attachment "B"

City of Idaho Falls

WATER DEPARTMENT

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

MEMORANDUM

To: Heidi Carlson, Purchasing Agent

From: Brian Jones, Water Department Warehouse
Date: May 12, 2014

RE: Bid IF – 14-17 Water Line Meter Material

The Water Department has reviewed the 2014 bid for inventory waterline material (Bid IF -14 – 17). We accept low bid and material within the following Bid. Below is an approval breakdown of each section.

- **Section** — **Award Recommendation**
- Section I – Ductile Iron Mainline — H.D. Fowler
  - **Comments**
    None
- Section II – Mainline Pipe Fittings — HD Supply
  - **Comments**
    None
- Section III – Mainline Valves — H.D. Fowler
  - **Comments**
    None
- Section IV –Fire Hydrants — Ferguson
  - **Comments**
    None
- Section V – Service Line Material — HD Supply
  - **Comments**
    H.D. Fowler was low bid at the day of bid opening. Upon reviewing H.D. Fowler's bid, we noticed they had substituted a Ford product for line item 16, 18 of page 23 and line item 20 of page 24 which has not been approved at this time. The bid clearly states no substitution for Mueller on these line items. The Water Department has worked very hard in last six months with Ford and A.Y. McDonald to develop products equal to Mueller's product so we can remove the "no substitution" clause on these line items. At this time no equal product has been submitted. In conclusion, H.D. Fowler's bid was invalid and the Water Department accepts HD Supply as low bid.

IDAHO FALLS
PARKS & RECREATION
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: May 19, 2014

Subject: **PROFESSIONAL SERVICES AGREEMENT ROCK GARDENS PHASE II PROJECT ROCK SOLID LANDSCAPING DESIGN AND CONSTRUCTION**

Attached for consideration is the Agreement for Construction Management Services between the City of Idaho Falls and Rock Solid Landscape Design and Construction. This agreement has been reviewed and approved by the City Attorney.

The Parks and Recreation Division respectfully requests authorization to enter into said agreement with Rock Solid Landscape Design and Construction for a total amount not to exceed $60,000.00 for work related to the Rock Gardens Phase II project.

Respectfully,

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

laj

cc: Mayor
Council
City Clerk
File

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
BETWEEN THE CITY OF IDAHO FALLS, IDAHO AND ROCK SOLID
LANDSCAPE DESIGN AND CONSTRUCTION

THIS AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES BETWEEN THE CITY OF IDAHO FALLS, IDAHO AND ROCK SOLID LANDSCAPE DESIGN AND CONSTRUCTION (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 ROCK SOLID LANDSCAPE DESIGN AND CONSTRUCTION, an Idaho corporation doing business in the State of Idaho, whose address is 203 N. 4400 E. Rigby, Idaho 83442 (hereinafter "RSL").

W I T N E S S E T H:

WHEREAS, CITY desires project management related to the development of Taylor's Crossing Rock Gardens Phase II Plan (hereinafter "PROJECT"); and

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

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

WHEREAS, CITY wishes RSL 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 nine (9) Tasks as set out herein below:

Task 1- Actively manage and practice the core functions of management; planning, organizing, leading, and controlling in the administration of all aspects of the PROJECT.

Task 2- Breakdown the scope of the PROJECT into a manageable work breakdown structure encompassing professional services and construction.

Task 3 - Manage the quality and execution of the PROJECT in accordance with the approved planning documents.

Task 4- Ensure that the PROJECT is progressing on schedule, and is compliant with contract drawings and specifications.

Task 5- Implement and carry out a safety standard during the construction process.

Task 6- Monitor and verify equipment rental contractors submitted hours for payment.

Task 7- Contingency planning for any unforeseen changes and problems that arise during construction.

Task 8- Effectively communicate with all parties involved in the PROJECT including the CITY and Equipment Rental Contractors.

Task 9- Manage the CITY's acceptance of the construction of the PROJECT.

SECTION II:

A. Independent Contractor

The contracting parties warrant by their signature that no employer/employee relationship is established between RSL and CITY by the terms of this Agreement. It is understood by the parties hereto that RSL 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 PROJECT Management Services

1. The agreed fee and disbursement payable by CITY to the PROJECT Manager for the Basic Services as defined under the Scope of Services is Sixty Thousand Dollars ($60,000).

2. The cost for PROJECT management for the PROJECT as described in Section I, Scope of Work, is a fixed not-to-exceed amount of Sixty Thousand Dollars ($60,000) Dollars, with payment based on Section I, Scope of Work in this Agreement, and the total PROJECT Fee in Section II.B.1 in this Agreement.

3. Bills submitted to CITY by RSL shall be submitted on a monthly basis to CITY for approval and payment.

4. Payment is due upon receipt of RSL's statement(s).

5. Fees payable pursuant to this Agreement shall be calculated at the hourly rate of one hundred twenty dollars ($120) per hour.

C. Schedule

The PROJECT is anticipated to be completed over a period of approximately one hundred twelve (112) days beginning the first week of June 2014. RSL will make every effort to complete the work in a timely manner; however, it is agreed that RSL 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 if needed and modified as required as the PROJECT progresses.

SECTION III:

A. Termination of Agreement

This Agreement may be terminated by RSL upon thirty (30) days written notice, should the CITY fail to substantially perform in accordance with its terms through no fault of RSL. CITY may terminate this Agreement with thirty (30) days notice without cause and without further liability to RSL except as designated by this section. In the event of termination, RSL 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.

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 RSL all technical data of record in CITY's possession, including maps, surveys, borings and other information related to the PROJECT.

D. Termination of PROJECT

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

E. RSL's Insurance

RSL 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 RSL shall cause CITY to be named as an additional insured under said policy.

F. Indemnification

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

G. 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.

H. 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.

I. Binding of Successors

CITY and RSL 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.

J. 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. RSL 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.

K. 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.

L. Conflict of Interest

RSL 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. RSL further covenants that, in performing this Agreement, they will employ no person who has any such interest.

M. Ownership and Publication of Materials

All reports, information, data and other materials prepared by RSL 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 RSL's written permission, shall be at CITY's sole risk, without liability to RSL.

N. Non-discrimination

RSL 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.

ATTEST:

"CITY"
City of Idaho Falls, Idaho

By_____
Rosemarie Anderson, City Clerk

By_____
Rebecca L. Noah Casper, Mayor

"RSL"
Rock Solid Landscape Design
And Construction

By_____
Nathan J. Durtschi

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 May, 2014, before me, the undersigned, a notary public for Idaho, personally appeared Nathan Durtschi, known or identified to me to be the Owner of Rock Solid Landscape Design and Construction, 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.

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)

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: May 8, 2014

Subject: **BID AWARD – SOUTH TOURIST PARK OVERLAY**

On May 6, 2014, bids were received and opened for South Tourist Park Overlay project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, HK Contractors, Inc., in an amount of $60,221.07 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

2-37-25-3-PRK-2014-38

2014-49

City of Idaho Falls

Engineering Department

Bid Tabulation

Project..... South Tourist Park Overlay *Number.....* 2-37-25-3-PRK-2014-38

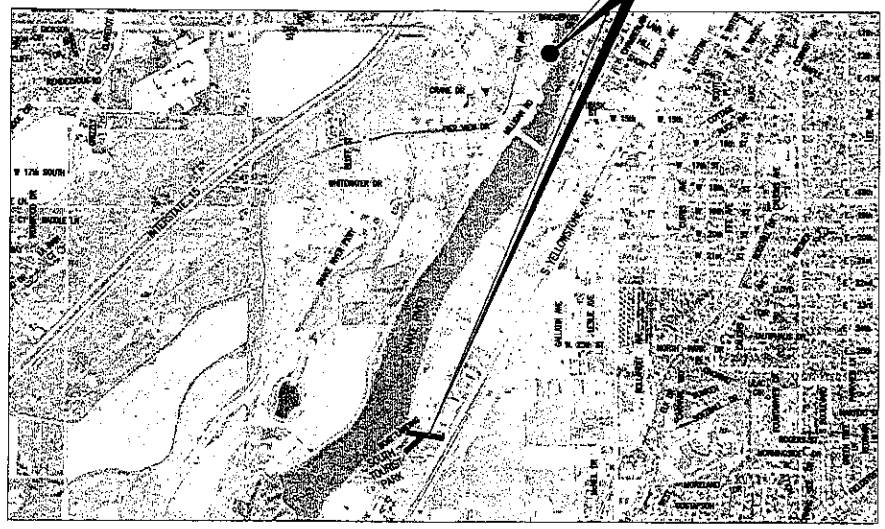
Submitted Kent J. Fugal, P.E., PTOE *Date.....* May 6, 2014

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		HK Contractors, Inc.		TMC Contractors, Inc.		DePatco, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	EARTHWORK AND BASES										
209.03.4	Removal of Curb and Gutter	60	L.F.	$15.00	$900.00	$5.20	$312.00	$6.50	$390.00	$9.50	$570.00
209.05.2	Roadway Excavation	243	C.Y.	$20.00	$4,860.00	$17.35	$4,216.05	$28.00	$6,804.00	$12.25	$2,976.75
209.05.4	Geotextile (Subgrade Separation Class 2)	568	S.Y.	$2.00	$1,136.00	$0.99	$562.32	$1.70	$965.60	$2.50	$1,420.00
	SURFACE COURSES AND PAVEMENT										
309.04.2	Paving Fabric	234	S.Y.	$3.00	$702.00	$1.10	$257.40	$6.60	$1,544.40	$5.00	$1,170.00
309.05.3	1.5" Asphalt Plantmix Pavement for a Levelin	7	TON	$90.00	$630.00	$375.00	$2,625.00	$330.00	$2,310.00	$105.00	$735.00
309.05.4	1.5" Asphalt Plantmix Pavement for an Overl	167	TON	$90.00	$15,030.00	$100.00	$16,700.00	$98.00	$16,366.00	$80.00	$13,360.00
309.06.2	2"/6" Street Section	1663	S.Y.	$20.00	$33,260.00	$16.60	$27,605.80	$17.00	$28,271.00	$24.00	$39,912.00
	INCIDENTAL CONSTRUCTION										
409.02.2	Adjust Water Valve Box	3	EACH	$500.00	$1,500.00	$325.00	$975.00	$450.00	$1,350.00	$320.00	$960.00
409.03.2	Adjust Curb Stop Box	1	EACH	$300.00	$300.00	$120.00	$120.00	$450.00	$450.00	$320.00	$320.00
	PORTLAND CEMENT CONCRETE										
509.02.2	Combination Curb and Gutter - Type STAND/	60	L.F.	$25.00	$1,500.00	$32.00	$1,920.00	$15.00	$900.00	$45.00	$2,700.00
509.03.2	6" Flatwork	54	S.Y.	$50.00	$2,700.00	$91.25	$4,927.50	$51.00	$2,754.00	$52.00	$2,808.00
TOAL					**$62,518.00**		**$60,221.07**		**$62,105.00**		**$66,931.75**

SOUTH TOURIST PARK OVERLAY

PROJECT # 2-37-25-3-PRK-2014-38

PROJECT LOCATION



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

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

CITY ENGINEERING DEPARTMENT

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

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

2014

REVIEWED BY: PARKS DEPARTMENT

DATE:

PROFESSIONAL ENGINEER
REGISTERED
4/18/2014
9247
STATE OF IDAHO
KENT J. FUGAL

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

CITY OF IDAHO FALLS

ENGINEERING DEPARTMENT

SOUTH TOURIST PARK OVERLAY

CHK BY: Y.G.	DES BY: T.L.W.	DFN BY: T.L.W.	
FILE NO. 2-37-25-3-PRK-2014-38		DATE PLOTTED: 4/17/14	SHEET NO. 1 OF 3
DWG NO. Titlepge			

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: May 19, 2014

Subject: **BID AWARD – SANITARY SEWER REHABILITATION - 2014**

On May 13, 2014, bids were received and opened for Sanitary Sewer Rehabilitation - 2014 project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Planned and Engineered Construction, Inc., in an amount of $55,980.00 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

0-00-00-0-SWR-2014-24

2014-50

City of Idaho Falls

Engineering Department

Bid Tabulation

Project: Sanitary Sewer Rehabilitation - 2014 *Number*: 0-00-00-0-SWR-2014-24

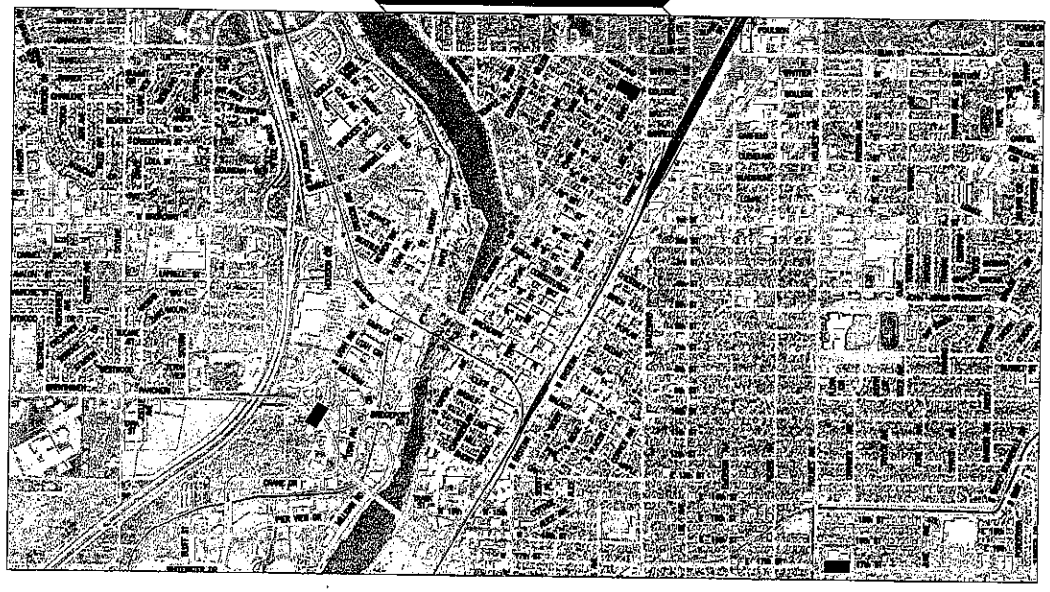
Submitted: Kent J. Fugal, P.E., PTOE *Date*: May 13, 2014

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Planned and Engineered Construction, Inc.		Sweet's Septic Tank and Backhoe Service, Inc.		Pipeline Inspection Services	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	INCIDENTAL CONSTRUCTION										
409.20.2	Pipe Lining (8")	650	L.F.	$26.00	$16,900.00	$34.00	$22,100.00	$45.00	$29,250.00	$45.00	$29,250.00
409.20.2	Pipe Lining (15")	438	L.F.	$52.00	$22,776.00	$60.00	$26,280.00	$65.00	$28,470.00	$75.00	$32,850.00
	SANITARY SEWERS AND STORM DRAINS										
709.01.2	Bypass Pumping	1	L.S.	$15,000.00	$15,000.00	$5,500.00	$5,500.00	$1,500.00	$1,500.00	$4,500.00	$4,500.00
709.05.4	4" Reconnecting Service Line	19	EACH	$150.00	$2,850.00	$100.00	$1,900.00	$250.00	$4,750.00	$225.00	$4,275.00
709.05.4	6" Reconnecting Service Line	1	EACH	$200.00	$200.00	$200.00	$200.00	$250.00	$250.00	$225.00	$225.00
TOTAL					**$57,726.00**		**$55,980.00**		**$64,220.00**		**$71,100.00**

SANITARY SEWER REHABILITATION – 2014

PROJECT # 0-00-00-0-SWR-2014-24

PROJECT LOCATIONS



REVIEWED BY: SEWER DEPARTMENT
David Smith
DATE: 4-24-14

MAYOR
REBECCA L. NOAH CASPER
CITY COUNCIL

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

CITY ENGINEERING DEPARTMENT

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

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

2014

AS BUILT:
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

CITY OF IDAHO FALLS
ENGINEERING DEPARTMENT
SANITARY SEWER REHABILITATION – 2014

CHK BY: Y.G.	DWG BY: T.L.W.	DES BY: T.L.W.	
FILE NO. 0-00-00-0-SWR-2014-24		DATE PLOTTED: 4-23-14	SHEET NO. 1 OF 4
DWG NO. Titlepge			

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: May 19, 2014

Subject: **BID AWARD – SEWER REPAIRS - 2014**

On May 13, 2014, bids were received and opened for Sewer Repairs - 2014 project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Sweets Septic Tank & Backhoe Service, Inc., in an amount of $54,158.91 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

0-00-00-0-SWR-2014-25

2014-52

City of Idaho Falls

Engineering Department

Bid Tabulation

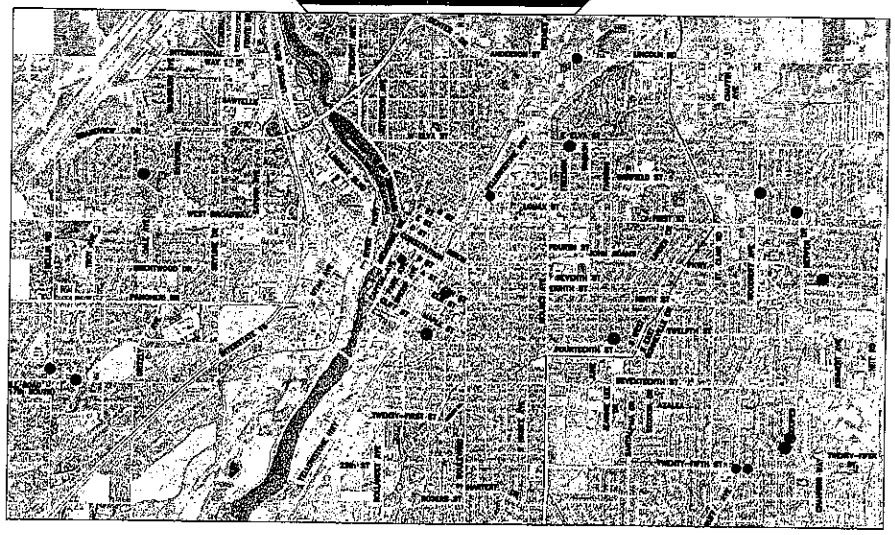
Project..... Sanitary Sewer Repairs - 2014 *Number.....* 0-00-00-0-SWR-2014-25

Submitted Kent Fugal, P.E., PTOE *Date.....* May 13, 2014

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Sweet's Septic Tank and Backhoe Service, Inc.		Pipeline Inspection Services		Planned and Engineered Construction, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	SPECIAL PROVISIONS										
SP - 1A	8" Pipe Patch	9	EACH	$2,200.00	$19,800.00	$1,785.70	$16,071.30	$2,100.00	$18,900.00	$4,500.00	$40,500.00
SP - 1B	10" Pipe Patch	3	EACH	$2,400.00	$7,200.00	$1,822.07	$5,466.21	$2,300.00	$6,900.00	$4,850.00	$14,550.00
SP - 1C	12" Pipe Patch	6	EACH	$2,600.00	$15,600.00	$1,885.70	$11,314.20	$2,500.00	$15,000.00	$5,500.00	$33,000.00
SP - 1D	15" Pipe Patch	2	EACH	$2,800.00	$5,600.00	$2,136.36	$4,272.72	$3,200.00	$6,400.00	$5,850.00	$11,700.00
SP - 1E	18" Pipe Patch	6	EACH	$3,000.00	$18,000.00	$2,243.89	$13,463.34	$3,200.00	$19,200.00	$6,850.00	$41,100.00
SP - 1F	8" Pipe Patch (8' Length)	1	EACH	$3,200.00	$3,200.00	$3,571.14	$3,571.14	$3,250.00	$3,250.00	$9,150.00	$9,150.00
TOTAL					$69,400.00		$54,158.91		$69,650.00		$150,000.00

SEWER REPAIRS – 2014
PROJECT # 0-00-00-0-SWR-2014-25

PROJECT LOCATION



REVIEWED BY: SEWER DEPARTMENT
David Smith
DATE: 4-24-14

PROFESSIONAL ENGINEER
REGISTERED
4/24/2014
9247
STATE OF IDAHO
KENT J. FUGAL

MAYOR
REBECCA L. NOAH CASPER

CITY COUNCIL

BARBARA DEE EHARDT
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DEE DAVID WHITTIER

CITY ENGINEERING DEPARTMENT

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

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

2014

AS BUILT:
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

CITY OF IDAHO FALLS
ENGINEERING DEPARTMENT
SEWER REPAIRS – 2014

CHK BY:	Y.G.	DSN BY:	T.L.W.
DWN BY:	T.L.W.		
FILE NO. 0-00-00-0-SWR-2014-25		DATE PLOTTED: 4/23/14	SHEET NO. 1 OF 16
DWG NO. Titlepge			

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: May 19, 2014

Subject: **BID AWARD – EQUIPMENT RENTAL FOR TAYLOR CROSSING ROCK GARDEN PHASE II**

On May 13, 2014, bids were received and opened for Equipment Rental for Taylor Crossing Rock Garden Phase II project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Rhodehouse Construction, Inc., in an amount of $198,240.00 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

2-37-24-4-PRK-2014-37

2014-51

Bid Tabulation

Project..... Equipment Rental for Taylor Crossing Rock Garden Phase II *Number.....* 2-37-24-4-PRK-2014-37

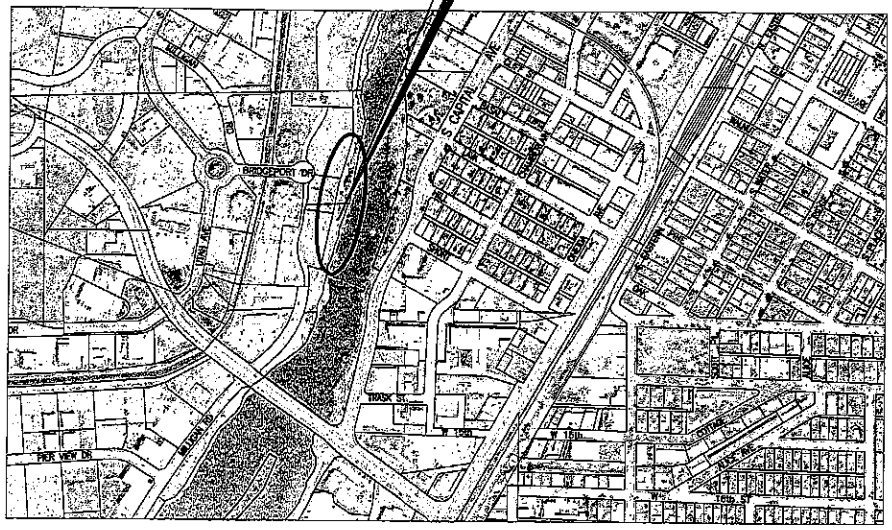
Submitted Kent Fugal, P.E., PTOE *Date.....* May 13, 2014

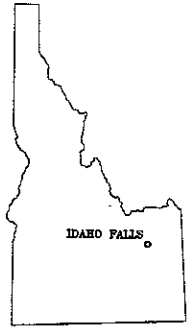
Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Rhodehouse Construction, Inc.		TMC Contractors, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	SPECIAL PROVISIONS								
SP - 1A	Excavator A (includes operator)	160	HR	$120.00	$19,200.00	$124.50	$19,920.00	$273.00	$43,680.00
SP - 1B	Excavator B (includes operator)	160	HR	$100.00	$16,000.00	$124.50	$19,920.00	$195.00	$31,200.00
SP - 1C	Excavator C (includes operator)	400	HR	$70.00	$28,000.00	$90.00	$36,000.00	$111.00	$44,400.00
SP - 1D	Excavator D (includes operator)	160	HR	$60.00	$9,600.00	$90.00	$14,400.00	$115.00	$18,400.00
SP - 2	Flatbed Truck with Operator	80	HR	$100.00	$8,000.00	$100.00	$8,000.00	$90.00	$7,200.00
SP - 3	Side Dump or End Dump Truck with Operator	80	HR	$100.00	$8,000.00	$100.00	$8,000.00	$114.00	$9,120.00
SP - 4	Skid Steer with Operator	560	HR	$60.00	$33,600.00	$80.00	$44,800.00	$55.00	$30,800.00
SP - 5	Loader with Operator	160	HR	$100.00	$16,000.00	$100.00	$16,000.00	$255.00	$40,800.00
SP - 6	Rock Setting Specialist (non-operator)	1040	HR	$25.00	$26,000.00	$30.00	$31,200.00	$30.00	$31,200.00
TOTAL					**$164,400.00**		**$198,240.00**		**$256,800.00**

EQUIPMENT RENTAL FOR TAYLOR CROSSING ROCK GARDEN PHASE II

PROJECT # 2-37-24-4-PRK-2014-37

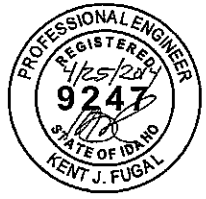
PROJECT LOCATION





REVIEWED BY: PARKS DEPARTMENT

DATE: 4/23/14



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

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

CITY ENGINEERING DEPARTMENT

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

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

2014

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

CITY OF IDAHO FALLS

ENGINEERING DEPARTMENT

EQUIPMENT RENTAL FOR TAYLOR CROSSING ROCK GARDEN PHASE II
TITLE SHEET

CHK BY: Y.G.	DSG BY: G.C.	DRN BY: G.C.
FILE NO. 2-37-24-4-PRK-2014-37	DATE PLOTTED: 4-23-14	SHEET NO. 1 OF 3
DWG NO. Titlepge		

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-057-14

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Director
SUBJECT: Final Site Plan Approval and Reasoned Statement of Relevant Criteria and Standards for Lot 7, Block 1, H-S Addition, Division No. 1, Freddy's Frozen Custard
DATE: May 14, 2014

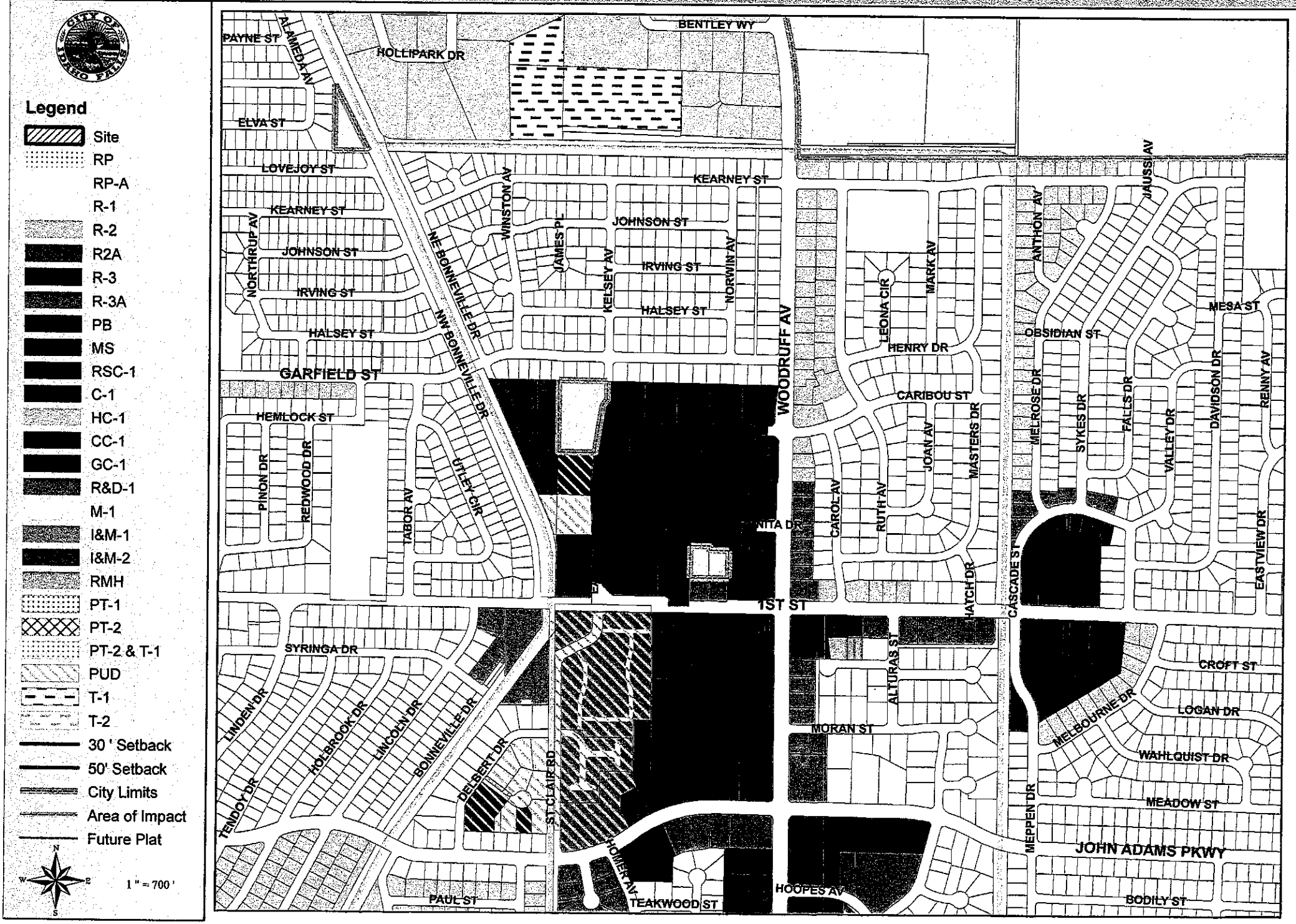
Attached is the application for Final Site Plan approval and the Reasoned Statement of Relevant Criteria and Standards for Freddy's Frozen Custard located at Lot 7, Block 1, H-S Addition. The Planning Commission considered this item at its May 6, 2014 meeting and recommended approval. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

cc: Rose Anderson, City Clerk
file

Attachments: Vicinity Map
Aerial Photos
Final Site Plan
Draft Planning Commission Minutes, May 6, 2014
Staff Report, May 6, 2014
Reasoned Statement of Relevant Criteria and Standards

Final Site Plan

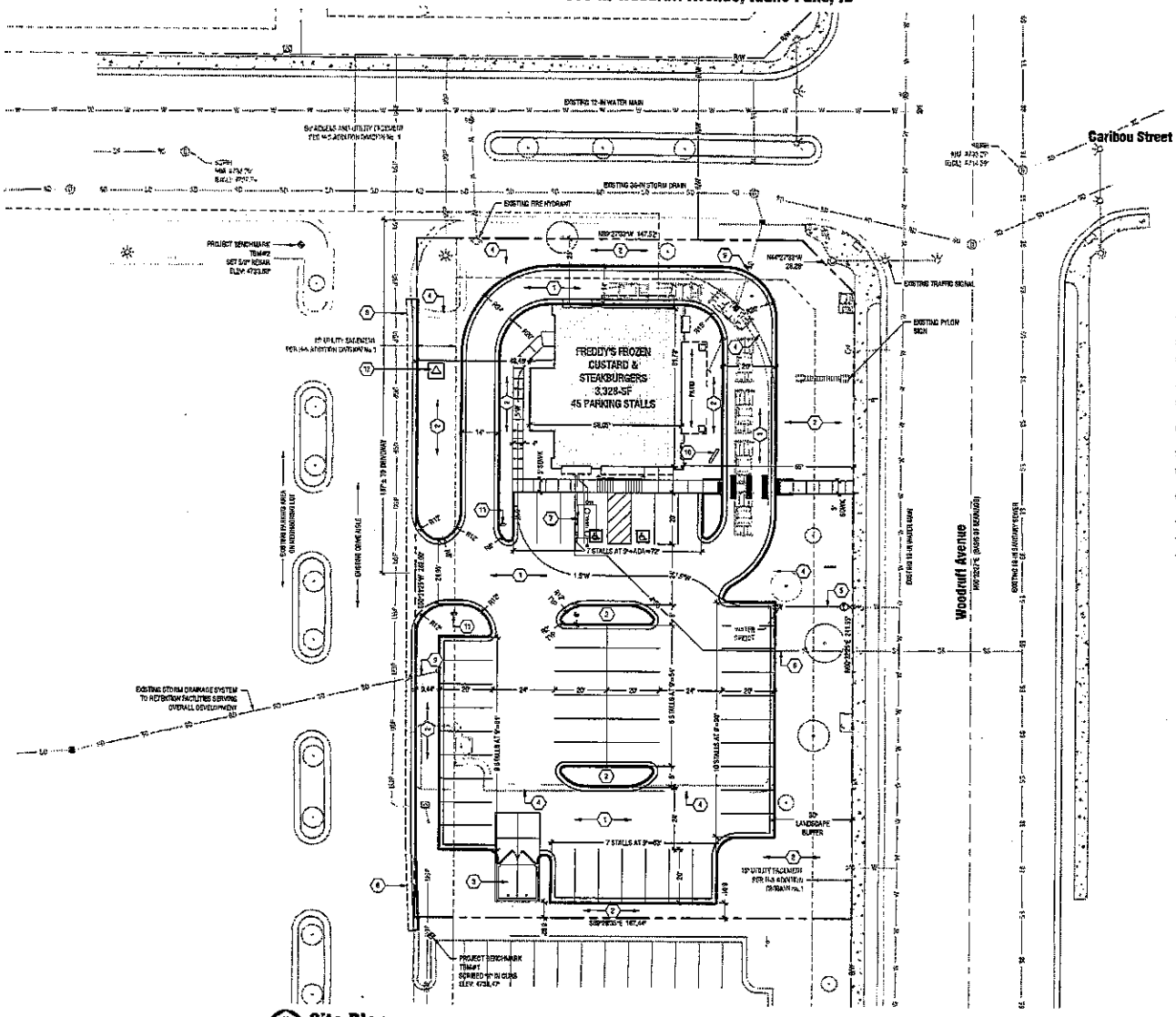
Lot 7, Block 1, H-S Addition Division 1



CARBOUST
CAROL AV
WOODRUFF AV
1" = 100'

RECEIVED
APR 10 2014

SITE PLAN FOR:
Freddy's Frozen Custard & Steakburgers
355 N. Woodruff Avenue, Idaho Falls, ID



Site Plan
HORIZONTAL SCALE: 1" = 20'

SURVEY NOTE

This site plan conforms to an actual survey that was performed on the ground by a licensed land surveyor in and for the State of Idaho. It is the owner's responsibility to construct all structures shown on this site plan in accordance with said survey.

Project Notes:

1. BOUNDARIES OF THE SITE ARE AS SHOWN. THERE ARE NO PROPOSED DEDICATIONS OR EASEMENTS.
2. PROJECT BENCHMARKS:
   LOCATIONS OF PROJECT BENCHMARKS ARE SHOWN ON THE SITE PLAN.
   SURVEY WAS PERFORMED ON THE 2004 CITY OF IDAHO FALLS DATUM.
3. STORM WATER FROM THE PROJECT WILL BE COLLECTED AND DISCHARGED TO THE EXISTING STORM DRAIN SYSTEM SERVING THIS PROPERTY, AS WAS DEVELOPED AS A PART OF THE OVERALL SITE DEVELOPMENT AND WHICH SERVED THE PRIOR BUILDING (AUTOMOTIVE RUELING STATION) WHICH OCCUPIED THE SITE.
4. A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS REQUIRED FOR THE SITE. WHEN IS APPROXIMATELY 43,675-SF IN TOTAL AREA. THE SWPPP TO BE PREPARED AND IMPLEMENTED DURING CONSTRUCTION SHALL MEET ALL CURRENT REQUIREMENTS OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, IDAHO DEPT. OF ENVIRONMENTAL QUALITY, AND CITY OF IDAHO FALLS STANDARDS.
5. PROPOSED BUILDING:
   ENGINEERING HEIGHT: 26'-2"
   BUILDING CONSTRUCTION TYPE (IBC): VB
6. EXISTING UTILITY LOCATIONS AS SHOWN ON THE PLAN ARE BASED ON REQUESTED UTILITY LOCATION MARKINGS, AS-BUILT MAPS PROVIDED TO THE SURVEYOR, AND ABOVE-GROUND EVIDENCE OF EXISTING UTILITIES. ALL EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE ONLY AND MUST BE VERIFIED AT TIME OF CONSTRUCTION.
7. THE PROPOSED LAND USE IS COMMERCIAL.

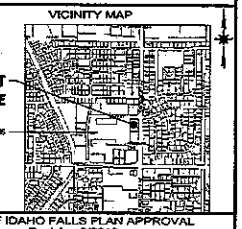
Keynotes:

1. PROPOSED ASPHALT CONCRETE PARKING AREA
2. PROPOSED / EXISTING LANDSCAPE AREA, REFER TO LANDSCAPE PLAN.
3. PROPOSED TRASH ENCLOSURE, ENCLOSURE SHALL PROVIDE A MINIMUM 8-FT X 6-FT INSIDE DIMENSION PER CONTAINER.
4. EXISTING CONCRETE CURBS TO BE REMOVED.
5. EXISTING WATER SERVICE TO BE CONNECTED AND EXTENDED TO PROPOSED BUILDING.
6. EXISTING SEWER SERVICE TO BE CONNECTED AND EXTENDED TO PROPOSED BUILDING.
7. BUILDING GREASE INTERCEPTOR
8. SAWCUT EXISTING ASPHALT TO PROVIDE NEAT, VERTICAL JOINT AND MATCH WITH PROPOSED ASPHALT.
9. PROPOSED CONNECTION LOCATION TO OFF-SITE STORM DRAIN SYSTEM SERVING THE SITE.
10. DRIVE-THRU ORDERING MENU
11. DRIVE-THRU DIRECTIONAL SIGNAGE
12. PROPOSED ELECTRICAL TRANSFORMER, BUILDING ELECTRICAL SERVICE WILL REQUIRE 800A 208Y/120-V SERVICE WITH A TOTAL CONNECTED LOAD OF 500A.

NOTES

1. The address shall be posted and maintained on every job site prior to and during construction. NO ADDRESS = NO INSPECTION.
2. A Site Plan including a completed City review/block shall be on the job site at all times during construction.
3. Any changes to this site plan shall be submitted to the City of Idaho Falls Planning and Building Division for approval prior to construction.
4. Failure to comply with the requirements of this plan may result in the City withholding building permits, certificates of occupancy, water or electrical service.
5. Approval of the City Engineer is required for any proposed construction within a public right-of-way or easement and shall be in accordance with the current City of Idaho Falls Standard Specifications and Drawings.
6. A City of Idaho Falls Public Works License is required for any contractor working in a public right-of-way or easement.
7. A Public Right-of-Way Use Permit is required for any work in any public right-of-way or easement. The City Engineering Department must be notified at least two (2) days prior to any excavation under this permit (208-612-8250).
8. Placing Concrete within the public right-of-way requires inspection and approval by the City Engineering Department. The department shall be notified at least four (4) hours prior to placing (208-612-8250).
9. All Driveway Approaches shall be concrete and meet the requirements of the current City of Idaho Falls Standard Specifications and Drawings. All driveways and parking areas shall be hard surface.
10. Replace all broken or poor quality curb, gutter, and sidewalk.
11. Remove all unused driveway approaches and replace with standard full height curb, gutter and sidewalk.
12. A Licensed Idaho Professional Engineer shall inspect, certify to City Standards, and prepare "As-built" drawings for all Water, Sanitary Sewer and Storm Sewer Main Lines.
13. All Water Service Lines less than four (4) inches and Sanitary Service Lines less than eight (8) inches shall be inspected by the City Sewer Department prior to backfilling (612-8100).
14. Pursuant to IDAPA 58.01.08, all new construction shall install provisions for a future water meter to restore domestic and landscape irrigation uses. Provisions shall be installed per City of Idaho Falls Standard Drawing 900-1or 900-3. Contact Water Supt. (208-612-8471) to determine if meter vault is required. Meters or meter risers shall be an approved material that and may be purchased from Water Department warehouse (208-612-8474).
15. Fire flow and access road requirements for commercial buildings are based on building construction type, height, and total square footage of all floors. This information must be provided on the site plan.
16. Private fire service water mains shall be installed by, or under the supervision of, a city licensed fire sprinkler contractor. Fire service mains must be tested and approved by the Fire Marshal prior to backfilling.
17. All Electrical Facilities, including new services or the relocating of existing, shall be in accordance with the current Idaho Falls Power Service Policy. Service Policy available at I.F.P. office or I.F.P. website. The developer must submit two (2) copies of these plans directly to Idaho Falls Power for the design and/or approval of electric service. Contact Idaho Falls Power prior to construction of electrical facilities (612-8430).
18. All single-family attached dwellings shall have separate electrical, water, and sewer service lines without any common facilities.
19. Appropriate erosion and sediment control requirements associated with construction shall be shown on the Site Plan or a separate attached plan.
20. In compliance with Idaho Code § 55-1613 a field search and location survey has been conducted under the direction of a professional land surveyor prior to this projects construction.

VICINITY MAP



CITY OF IDAHO FALLS PLAN APPROVAL
Revision 2/2013

	Date
Electric	
Fire	
Sewer	
Water	
Sanitation	
Survey	
Inspection	
City Engineer	
Assistant PW Director	
Zoning Administrator	
Plans Examiner	
Building Official	

PROPERTY LEGAL DESCRIPTION

LOT 7, BLOCK 1, HI-B ADDITION, DIVISION NO. 1, AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
ACCORDING TO THE PLAT RECORDED JULY 21, 1998 AS INSTRUMENT NO., 974021

THE LAND GROUP
Surveying Architecture
Civil Engineering
Land Development
Project Management
462 East Shore Drive, Suite 100
Eagle, Idaho 83616
Phone (208) 939-4041
www.thelandgroupinc.com
TLG PN: 114048

PROFESSIONAL ENGINEER — JASON DENSMER — 10961 — STATE OF IDAHO — 04-10-14

SITE PLAN CONTACT PERSON

NAME JASON DENSMER, PE | THE LAND GROUP, INC
ADDRESS 462 E SHORE DR, EAGLE, ID ZIP 83616
PHONE 208-949-4041

SITE PLAN NAME AND ADDRESS (See Note #1)

FREDDY'S FROZEN CUSTARD & STEAKBURGERS
355 N. WOODRUFF AVENUE

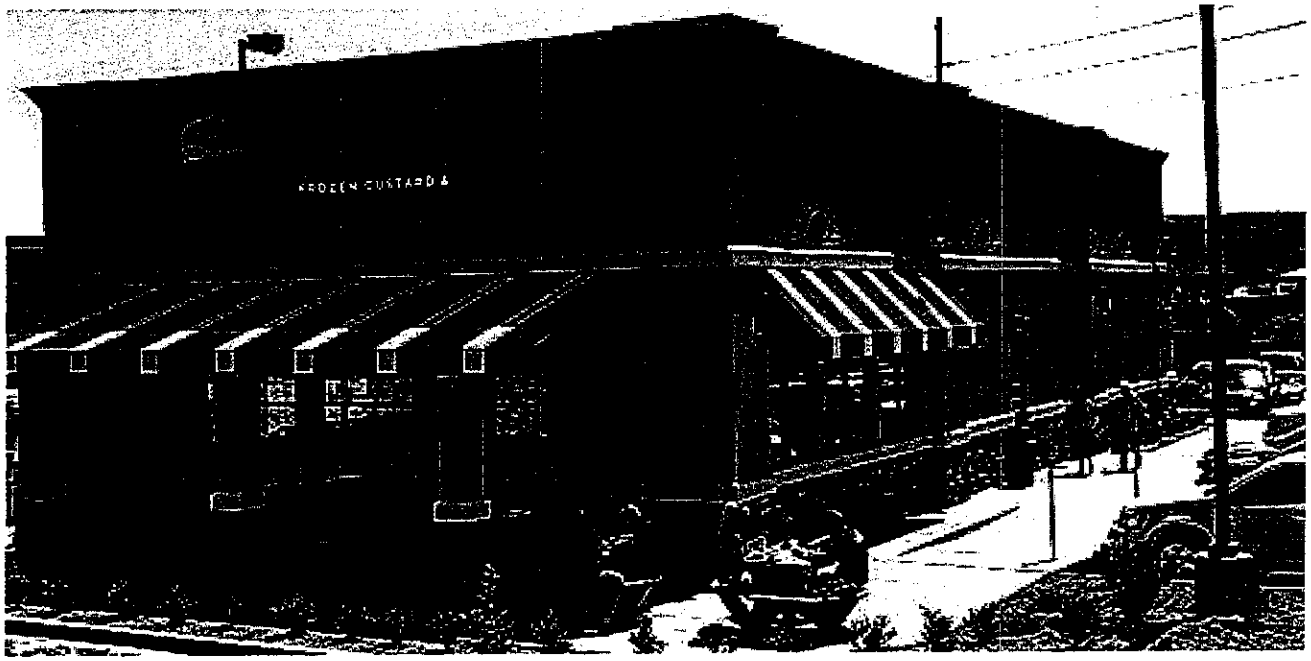
ENGINEERING DEPT.

SEWER FRONT FOOTAGE _____ FT.
WATER FRONT FOOTAGE _____ FT.

FILE NO.	DRAWN BY:	DATE PLOTTED:	SHEET NO.
	TLG	04-10-14	
SCALE: 1" = 20'	CHECKED BY: JCD/DAR	REVIEWED:	1 of 3

CarrBaierCrandall
CBC Real Estate Group

Photos of Freddy's Restaurants



St. George, UT

4706 Broadway, Suite 240 , Kansas City MO 64112 - Phone (816) 285-9550 - Fax (816) 285-9544

IDAHO FALLS PLANNING COMMISSION

CITY OF IDAHO FALLS PLANNING DEPARTMENT
P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220

May 6, 2010 | 7:00 p.m. | Planning Department Council Chambers

MEMBERS PRESENT: Commissioners George Swaney, Doug Branson, Brent Dixon, Natalie Black, George Morrison and James Wyatt.

MEMBERS ABSENT: Margaret Wimborne, Donna Cosgrove, Kurt Karst, and Leslie Polson.

ALSO PRESENT: Planning Director Brad Cramer, Assistant Planning Director Kerry Beutler, 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: None.

Business:

Final Site Plan: Lot 7, Block 1, H S Division No. 1.: Beutler presented the staff report, a part of the record. The property is zoned RSC-1 which requires the site plan be reviewed by the Planning Commission and approved by the City Council. The property will be developed on an existing pad site in the Winco parking lot. Beutler showed the elevation drawings for the proposed store.

Tamara Thompson, The Land Group Inc., civil engineer representing the applicant, Eagle, Idaho. Thompson indicated that the franchise is from the mid-west, but is planning eight stores in Idaho in the next two years. Black asked if there were any remaining issues with the previous use being a fueling stations. Thompson indicated that the site has received a clean report from the EPA. All of the clean-up has occurred.

Dixon moved to recommend the Mayor and City Council approve the final site plan. Morrison seconded the motion and it passed unanimously.

IDAHO FALLS PLANNING COMMISSION STAFF REPORT
Final Site Plan Review
Freddy's Frozen Custard & Steakburgers
355 N. Woodruff Avenue
May 6, 2014

Planning and Building Division

Applicant: The Land Group

Location: West of and adjacent to Woodruff Avenue, south of Kearney Street (355 N. Woodruff Ave.)

Size: 1 acre

Existing Zoning:
Site: RSC-1
North: RSC-1
South: RSC-1
East: R-2
West: RSC-1

Existing Land Use:
Site: Shopping Center
North: Shopping Center
South: Shopping Center
East: Residential Townhomes
West: Shopping Center

Attachments:
1. Site Plan
2. Zoning/Aerial Maps
3. Preliminary Development Plan.
4. Architectural Photos of similar buildings

Requested Action: Recommend to the Mayor and City Council **Approval** of final site plan.

History: The property was platted as part of a Shopping Center development that included the large lot where Winco is located as well as 10 other pad sites. The preliminary development plan appears to have been approved at the same time as the final plat in 1998. In 2002 a fueling facility was constructed on the property. The fueling facility has since been removed and the site returned to a developable pad.

Staff Comments: The proposal includes the construction of a Freddy's Frozen Custard & Steakburgers restaurant. The RSC-1 Zone District allows for the restaurant use with recommendation by the Planning Commission and approval from the City Council. In addition to the restaurant additional landscaping, pedestrian connections and defined parking will be added to the existing site. The site appears to conform to the minimum requirements of the City.

7-9 RSC-1 RESIDENTIAL SHOPPING CENTER ZONE

7-9-1 General Objectives and Characteristics.

The objective in establishing the RSC-1 Residential Shopping Center Zone is to encourage shopping facilities which supply daily household items to locate near residential areas. Inasmuch as this Zone is usually surrounded by dwellings, it shall be characterized by a harmonious grouping of stores, shops and professional buildings; surrounded by lawns, trees, and shrubs planted and maintained in harmony with the surrounding residential areas. Clean, well lighted parking lots and attractively maintained business buildings shall also be characteristics of this Zone.

7-9-9 Special Provisions.	Staff Comments
A. Development Time. It is intended the improvements as shown on the final site plan shall be started within a period of twenty-four (24) months after such plan is approved and shall be completed and ready for occupancy within a period of thirty-six (36) months from the date of zone designation by the City Council. In case of failure to properly construct the improvements covered by the bond within the time specified, the City may declare the bond forfeited. The City Council may also reclassify into another zone any or all of the territory covered by the Zone, if actual development and completion does not occur within the specified time.	The applicants have indicated that they intend to submit for final site plan review and approval as well as building permits as soon as they receive approval from the City Council on the proposed development plan.
B. Landscaping. The privilege of providing the services to their residents in the surrounding neighborhood carries with it a corresponding responsibility to construct and maintain the premises in harmony with the characteristics of the surrounding zone. Therefore, a landscaped strip of lawn or shrubbery and/or trees, at least thirty (30) feet in width for a shopping center containing more than five (5) acres or not less than fifteen (15) feet in width for a shopping center containing less than five (5) acres where recommended by the Planning Commission, shall be provided and maintained along the entire length of any street within the zone, and along the development side of any street bordering said development, except for permitted driveways. The landscaping plan shall show the location and species of all plants along with plans for sprinkler irrigation and other landscape features.	The required landscape strip was installed as part of the previous fueling facility development and is planned to continue as part of this proposed development. The applicants have also included pedestrian connection through the landscape strip to the new restaurant providing for increased access to the adjacent neighborhood it will serve.
C. Storage. All storage and activities, except loading and unloading, and automobile parking and refueling, shall be conducted entirely within a building, provided that Christmas trees and other seasonal items may be stored and sold outside of a building.	No outside storage is planned for the property.
D. Maintenance of Premises. No dust, odor, smoke, vibration or intermittent light, glare, or noise shall be permitted which is discernable beyond the premises, except from normal movement of automobile traffic.	The applicant is aware of their maintenance obligation. Staff is unaware of anything that will result in the nuisance items listed as a result of the site design and layout.
E. Off-Street Parking Space. All off-street parking and loading spaces shall be hard surfaced. No off-street parking space shall be	The proposed site meets the minimum parking

located in between a street and any building unless the building is located at least sixty (60) feet from the street. Bumper guards or curbs shall also be provided along the edges of the off-street parking spaces, as required by the Planning Commission, so as to protect the landscaping.	requirements of the City. A minimum of 5 spaces per 1,000 sq. ft. for a total of 17 required. A total of 45 parking spaces are being provided.
F. Residential Buildings, Churches, Schools, and Industrial Uses and Buildings shall not be permitted in any RBC-1 Zone.	NA
G. Building Standards. All buildings shall be designed by persons authorized in the State of Idaho to design commercial buildings and shall be constructed so as to be architecturally harmonious, in the opinion of the Planning Commission, with the characteristics of the surrounding area. Constructural plans showing architectural design and specifications of materials to be used on the exterior of all buildings to be constructed shall be submitted to, and approved by, the Planning Commission before issuance of any building permit. Where a parking area abuts adjacent residential property, a masonry wall, ornamental fence, or planter strip, as the Planning Commission shall determine to be most suitable, shall be erected. Additional landscaping may be required to further protect abutting land use or zones.	The design of the building and materials used appear to be cohesive with other commercial buildings within the subdivision. Please see attached elevation drawings.
H. Lighting. All lighting shall be indirect or shielded and so designed as to reflect away from adjoining residences.	Additional lighting to the site will be shielded. There are no adjoining residences to the property.
I. Vehicular Access. No driveway shall be located closer than one hundred fifty (150) feet to the point of intersection of the front property line with the side property line which abuts upon a street, except the Planning Commission may authorize a lesser distance along a minor street when it can be shown that traffic congestion or hazards will not be increased thereby.	Access will come through existing defined access points within the Winco parking lot with no direct access to Woodruff Avenue.
J. Ownership. All land in the proposed Residential Shopping Center shall be held in one ownership or in unified control so that all landscaping, off-street parking space, and other common areas can be properly maintained.	Maintenance will continue to be done as a whole for the shopping center.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF FINAL SITE PLAN WITHIN A RSC-1 ZONE DISTRICT LOCATED ON LOT 7, BLOCK 1, H-S, DIVISION NO. 1 FOR FREDDY'S FROZEN CUSTRARD AND STEAKBURGERS.

WHEREAS, the applicant filed an application for a conditional use permit on April 10, 2014; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on May 6, 2014; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on May 22, 2014 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.

2. The property is located at Lot 7, Block 1, H-S, Division No. 1 and known as 355 N. Woodruff Ave.

3. The site and surrounding properties on the north, south and west are currently zoned RSC-1, while the property across Woodruff Avenue to the east is zoned R-2.

4. The RSC-1 Zone District allows for the restaurant use with recommendation by the Planning Commission and approval from the City Council.

5. The Final Site Plan includes the restaurant, additional landscaping, pedestrian connections and defined parking.

6. The proposed site plan complies with the purposes set forth within the Zoning Ordinance of the City of Idaho Falls.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the final site plan as presented.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2014

_____

Rebecca Casper, Mayor

IDAHO FALLS REGIONAL AIRPORT

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

MEMORANDUM

DATE: May 22, 2014

TO: Honorable Mayor and City Council

FROM: Craig H. Davis, Airport Director

SUBJECT: **Lease Agreement for Airport Hangar between the City of Idaho Falls, Idaho and Mark Mason and Steve Henderson**

Attached for your consideration is an Airport lease agreement between the City of Idaho Falls, Idaho and Mark Mason and Steve Henderson.

Randy Fife, City Attorney has prepared and reviewed said Lease.

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

Respectfully submitted,

Craig H. Davis
Airport Director

c: City Clerk

AIRPORT LEASE AGREEMENT BETWEEN THE CITY OF IDAHO FALLS, IDAHO AND MARK MASON AND STEVE HENDERSON

THIS AIRPORT LEASE AGREEMENT BETWEEN THE CITY OF IDAHO FALLS, IDAHO AND MARK MASON AND STEVE HENDERSON (hereinafter "AGREEMENT"), is made this_____ day of May, 2014, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "CITY"), whose address is P.O. Box 50220, Idaho Falls, Idaho 83405, and MARK MASON, an individual, whose address is 1239 Corinne Avenue, Idaho Falls, Idaho 83402 and STEVE HENDERSON, an individual, whose address is 3550 S. 58th W., Idaho Falls, Idaho 83402 (hereinafter jointly and severally identified herein as "LESSEES").

WITNESSETH:

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

1. Premises. CITY agrees to lease to LESSEES, subject to the full and faithful performance of the terms, conditions and covenants contained herein, the Idaho Falls Regional Airport (IFRA) premises located at 1959 Foote Drive, Idaho Falls, Idaho, 83402 (hereinafter "Leased Premises"), which Leased Premises is legally described in Exhibit "A" attached hereto.

2. Rental and Payment. LESSEES agree to pay to CITY as rental for the demised premises the sum of five hundred dollars ($500) per year throughout the term of this AGREEMENT; provided, however, that at the expiration of five (5) years after the execution date hereof and on each successive five-year period thereafter throughout the term of this AGREEMENT, or any extensions thereof, the amount of such rental shall be adjusted by multiplying the original rental by a fraction determined as follows:

The U.S. Consumer Price Index of all Urban Consumers (CPI-U), U.S. City Average, for June, 2014, as determined by the U.S. Department of Labor, Bureau of Labor Statistics as denominator, and the most current CPI-U available at the time of such adjustment, as numerator. Rental shall be due and payable in advance on or before June 15th of each year. LESSEES shall be subject to a late payment penalty of $30.00 per day for every day the payment is late.

3. Term. The initial term of this AGREEMENT (twenty (20) years), shall commence on June 16, 2014, and shall terminate on June 15, 2034, and LESSEES shall have the right to renew this AGREEMENT for two (2) additional terms of five (5) years each, under the same term and conditions, provided LESSEES shall first give CITY at least sixty (60) days written notice prior to the expiration of the term hereof, or subsequent renewal term, of its intention to exercise such right of renewal.

4. IFRA Privileges. LESSEES are granted the privilege of using, in common with the public, all existing or future public aeronautical facilities at IFRA, including but not limited to the landing area, its extensions, additions, roadways, runways, ramps, aprons, taxiways, public air navigation facilities, radio aids, beacons, control towers, signals, floodlights, landing lights, and all other conveniences now or hereafter provided for flying, landing or taking off of aircraft, subject to such reasonable rules, regulations, charges, fees or other costs which may be generally promulgated or established by CITY or its authorized agents, including the IFRA Director of Aviation; provided, however, that nothing herein shall be construed to grant an exclusive right to LESSEES, and CITY expressly retains the privilege of entering into other agreements which authorize any lawful use of such IFRA facilities upon such terms and conditions as may be determined by CITY.

5. Improvements. LESSEES agree that any improvements shall not be constructed without the prior approval of the plans and specifications by CITY or its agents, and that all such construction shall be done in conformity with all applicable federal, state, and local laws, ordinances and regulations, including but not limited to Federal Aviation Administration regulations. CITY further agrees not to unreasonably withhold its approval of the plans and specifications. The parties further agree that at the end of the term hereof, LESSEES shall remove any and all waste, debris, rubble, foundations or other objects from the Leased Premises, and shall leave the Leased Premises in as good a condition as the same now exists. Restoration of the Leased Premises as provided in this paragraph shall be fully accomplished within thirty (30) days after expiration of the term of this AGREEMENT.

6. Limitation on Use. LESSEES agree that the Leased Premises, and the hangars and improvements thereon, shall be used only for the temporary parking of private motor vehicles and for the storage of private non-commercial aircraft or items of personal property pertaining to the operation, use, or maintenance of such aircraft. LESSEES further agree that the Leased Premises shall not be used for any commercial purpose without the express written consent of CITY. LESSEES further agree it will not install or use any underground or above-ground fuel storage tank upon the Leased Premises.

7. Utilities. LESSEES agree to pay all regular monthly service charges for electricity, sanitation, telephone, or other utility services required of LESSEES.

8. Maintenance of Leased Premises. LESSEES agree to keep the Leased Premises clear of any debris, trash, weeds, clutter or other unattractive items of personal property. LESSEES shall also keep the Leased Premises in good state of repair and shall maintain the same in a neat and attractive condition.

9. Waste. LESSEES agree not to commit nor permit any waste, or destruction of the Leased Premises or the improvements thereon, and shall upon the expiration of the term hereof, return the Leased Premises to CITY in as good a condition as the same now exists.

10. Compliance With Applicable Law. LESSEES agree at all times herein to comply with all applicable rules, regulations, ordinances, statutes or administrative laws of the City of Idaho Falls, the State of Idaho, the United States of America or any agency or political subdivisions thereof having jurisdiction over the Leased Premises. LESSEES further agree to comply with all reasonable rules and regulations generally promulgated by the IFRA Director of Aviation for CITY, which said rules and regulations pertain to the use, operation or maintenance of IFRA.

11. Compliance With Environmental Laws. LESSEES agree not to store, dispose, use or allow the use of any "hazardous substance" or "hazardous waste" upon the Leased Premises, as such terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA," 42 U.S.C. § 9601, *et seq.*), the Clean Water Act ("CWA," 33 U.S.C. § 1251, *et seq.*), the Clean Air Act ("CAA," 42 U.S.C. § 7401, *et seq.*), the Toxic Substances Control Act ("TSCA," 15 U.S.C. § 2601, *et seq.*, the Resource Conservation and Recovery Act of 1976 ("RCRA," 42 U.S.C. § 6901, *et seq.*), the Idaho Environmental Protection and Health Act of 1972 ("IEPHA," Title 39, Chapter 1, Idaho Code), the Idaho Hazardous Waste Management Act of 1983 (IHWMA," Title 39, Chapter 44, Idaho Code) or any other similar state or federal law or regulation regulating the use, storage, transport or manufacture of a hazardous substance (such laws and regulations are hereafter referred to as "Environmental Laws"), without first sending written notice of such intended use to CITY at

least sixty (60) days prior to the commencement of such use. Such notice shall specifically describe the hazardous substance involved, the reason for such use and all methods, precautions and procedures to be employed by LESSEES to ensure such hazardous substance is not released into the environment. LESSEES also agree to strictly comply with all terms and provisions of such acts, statutes and laws, and any other similar environmental law or any rule or regulations, enacted or promulgated after the date hereof, and to design and construct all facilities in a manner which reasonably ensures hazardous substances will not be released into the environment. CITY may prohibit the use, storage, or deposit of such substances until LESSEES demonstrate to CITY's complete satisfaction that such proposed use will comply in every respect with such laws and that such use will be conducted in a proper and safe manner.

CITY, and its agents, attorneys, employees, consultants and contractors, hereby reserve the right to enter upon and inspect the real property and facilities leased hereby at any time for the purpose of determining LESSEES' compliance with the provisions of this paragraph, including without limitation the right to perform such inspections, examinations, subsurface testing, soils and ground water testing and other tests necessary to protect CITY's interest in the property and ensure LESSEES' compliance with the terms and provisions of this paragraph.

If LESSEES give notice of an intent to use such hazardous substances, CITY may require that LESSEES annually submit a written site assessment and environmental audit to CITY, in scope, form and substance satisfactory to CITY, and prepared by an independent, competent and qualified licensed engineer showing that the engineer has conducted an environmental audit of the Leased Premises, consistent with good commercial and customary practice and certifying that no evidence or indication came to light which would suggest there

has been a release of hazardous substances on the demised premises or which would necessitate an environmental response action by the United States government or the State of Idaho, or any agency thereof. Such assessment shall further certify that LESSEES' use of the Leased Premises and the condition of the Leased Premises, complies with and does not deviate from all applicable environmental statutes, laws, ordinances, rules and regulations, including any licenses, permits or certificates required thereunder. If any environmental response action is initiated by any federal or state agency as a result of LESSEES' use, storage, generation, disposal or transport of hazardous substances upon the demised premises, CITY may require such environmental audit and inquiry be conducted more frequently than annually and as frequently as necessary to ensure LESSEES' compliance with the terms and provisions hereof. If any environmental response action is initiated or taken by any state or federal regulatory agency as a result of such use by LESSEES, CITY may require LESSEES to post and deliver a performance bond or policy of insurance indemnifying and holding CITY harmless from any and all reasonably foreseeable costs, penalties, fines or response costs of any kind which may be assessed by such agency on account of LESSEES' failure to comply with the provisions of such environmental laws and regulations, as a condition for LESSEES' continued use of the Leased Premises pending determination by a court of law of LESSEES' compliance with such statutes.

If LESSEES fail to strictly comply with the Environmental Laws, CITY may immediately, and without prior notice, enter upon the Leased Premises and take such response action as reasonably necessary to bring the property into compliance with such laws and comply with any response action taken by any agency charged with the enforcement thereof. In such event, all costs, expenses and consultants' fees incurred by CITY for such response or

remediation effort shall be promptly and immediately paid by LESSEES, and together with interest at a rate of twelve percent (12%) per annum until paid, from the date such costs were incurred by CITY.

If LESSEES have used, stored or transported a hazardous substance or waste upon the Leased Premises, CITY may, at the termination of this AGREEMENT, perform an environmental audit of such scope and extent determined necessary by CITY, in order to determine CITY's compliance with the terms and provisions of this paragraph. Such audit shall be performed at the sole expense of LESSEES.

LESSEES agree to indemnify and save CITY harmless from any and all damages, remedial orders, judgments, decrees, costs and expenses, including but not limited to attorneys' fees, consultants' fees, clean-up costs, removal and response costs arising from LESSEES' failure to strictly comply with the terms and provisions of this paragraph. The terms and provisions of this paragraph shall survive the termination of this AGREEMENT and shall remain in effect for the full period of any statute of limitations with respect to the enforcement of the Environmental Laws or the terms and conditions of this AGREEMENT, whichever is longer. Nothing herein shall be deemed to impose upon LESSEES any obligation or duty to indemnify CITY on account of any violation of the Environmental Laws by CITY or by any leaseholder who was in possession of the demised premises prior to the commencement of the term of this AGREEMENT.

12. Subordination to Agreements With United States Government. This AGREEMENT shall be subordinate to any existing or future agreement which may be made between CITY and the United States Government for military or national emergency use of part

or all of the airport, the landing area, publicly-owned air navigation facilities or other aeronautical facilities or areas of the airport. This AGREEMENT also shall be subordinate to any existing or future agreements between CITY and the United States of America of the State of Idaho, the execution of which has been or may be required as a condition precedent to the expenditure of funds, allocations or grants for the development of IFRA.

13. Discrimination. LESSEES will not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Federal Aviation Regulations or other applicable state or federal law.

14. Interference With Operation of Airport. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of IFRA against any obstruction which would limit the usefulness of IFRA or constitute a hazard to aircraft or which would otherwise interfere with the safe or efficient operation of IFRA.

15. Indemnification. LESSEES agree to indemnify, defend and hold CITY, its agents, officers, representatives, and employees harmless from any and all costs, expenses, fees, penalties, liability or loss resulting from any claim or claims, of any kind or nature, arising directly or indirectly from the acts of LESSEES, their agents, servants, guests, employees or invitees, under this AGREEMENT or by reason of any act or omission of LESSEES.

16. Assignment. LESSEES shall not assign, mortgage, encumber, sublease or transfer this AGREEMENT or any part thereof, or improvements thereon or any privileges arising hereunder, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

17. Termination of AGREEMENT. LESSEES agree to surrender and quit the Leased Premises immediately upon the termination of this AGREEMENT.

18. Default. In the event LESSEES shall file or have filed against it a petition under the Bankruptcy Act, or shall make as assignment for the benefit of creditors, become insolvent, or fail to fully and faithfully comply with the terms and provisions hereof, then and in such event, LESSEES shall be deemed to be in default of this AGREEMENT, and in the event LESSEES shall fail to cure such default within thirty (30) days after written notice shall have been given to them by CITY in a manner provided hereinbelow, CITY may elect to terminate this AGREEMENT or alternatively or in addition thereto, CITY may pursue any other remedies at law or in equity to enforce the performance of this AGREEMENT or to recover damages for the breach thereof. Such notice shall generally set forth the nature of the default claimed by CITY.

19. Notices. All notices required under the terms of this AGREEMENT shall be given by depositing a copy of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the receiving party at the address set forth below, or such other addresses as may be given in a writing delivered to the sending party. All notices shall be deemed to be received upon their deposit in the United States mail in the manner provided above. For the purposes of this paragraph, the parties' addresses are as follows:

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

Mark Mason
1239 Corinne Avenue
Idaho Falls, Idaho 83402

Steve Henderson
3550 S. 58th W.
Idaho Falls, Idaho 83402

20. Attorney's Fees. In the event either party is required to commence legal action to enforce the terms and provisions hereof, the prevailing party shall be entitled to recover from the defaulting party a reasonable attorney's fee and court costs as determined by the court.

21. Waiver/Invalidity. If either party waives a breach of this AGREEMENT, such waiver shall not be construed as a waiver of any other simultaneous or subsequent breach of this AGREEMENT. If any provision of this AGREEMENT is found invalid, such invalidity shall not affect the enforceability of any other term or provision of this AGREEMENT.

22. Binding Effect. This AGREEMENT shall be binding upon the heirs, successors, personal representatives or assigns of the parties hereto.

23. Complete AGREEMENT. CITY and LESSEES acknowledge and agree that this writing shall constitute the complete and final agreement of the parties hereto; that all prior negotiations, representations or understandings of the parties shall be deemed to merge into and are superseded by this AGREEMENT. CITY and LESSEES further agree that any prior written agreements regarding the demised premises, between the parties or between CITY and LESSEES' predecessor, shall be superseded by this AGREEMENT. This AGREEMENT may be amended only by written agreement duly and regularly executed by the parties hereto.

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

ATTEST:

"CITY"
CITY OF IDAHO FALLS

_____
Rosemarie Anderson, City Clerk

By_____
Rebecca L. Noah Casper, Mayor

"LESSEES"

By _____
Mark Mason

By _____
Steve Henderson

APPROVED AS TO FORM:

_____
Randall D. Fife
City Attorney

_____
Craig Davis
Airport Director

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of May, 2014, before me, the undersigned, a notary public, in and for said State, 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 such City executed the same.

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

(Seal)

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

STATE OF)
) ss:
County of Bonneville)

On this 16th day of May, 2014, before me, the undersigned, a notary public, in and for said State, personally appeared Mark Mason, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same on his own behalf and in the capacity of LESSSEES.

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

(Seal)

BRENT M. DEES
NOTARY PUBLIC
STATE OF IDAHO

Notary Public of
Residing at: Idaho Falls, Idaho
My Commission Expires: 2/1/2016

STATE OF)
) ss:
County of Bonneville)

On this 16th day of May, 2014, before me, the undersigned, a notary public, in and for said State, personally appeared Steve Henderson, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same on his own behalf and in the capacity of LESSEES.

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
Residing at: Idaho Falls Idaho
My Commission Expires: 2/1/16

(Seal)

BRENT M. DEES
NOTARY PUBLIC
STATE OF IDAHO

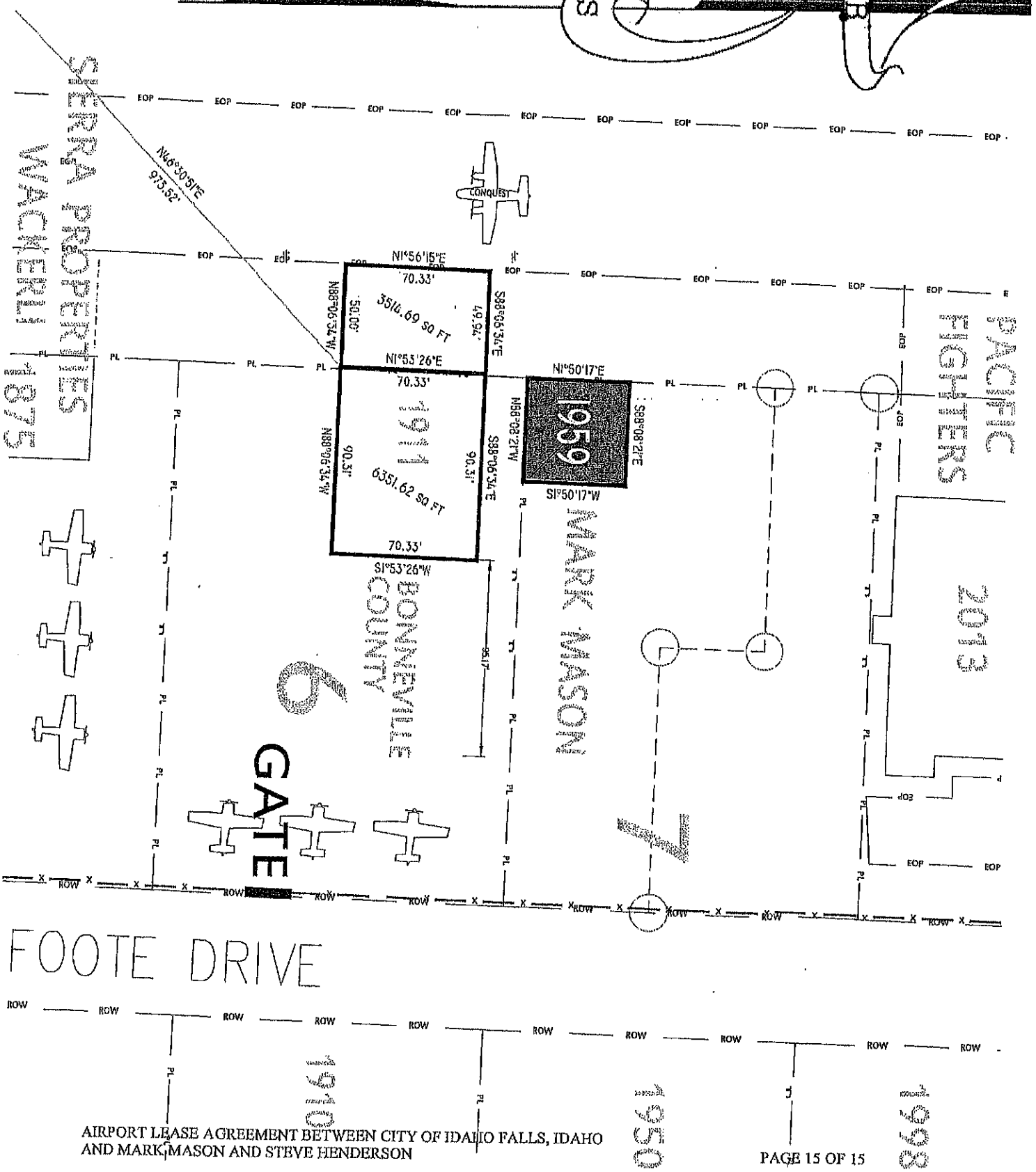
EXHIBIT "A"

HANGAR DESCRIPTION
(Mason/Henderson)

In Lot 7 North of County Hangar
BEGINNING AT AN IRON ROD MARKING THE SOUTHWEST CORNER OF LOT 7, BLOCK 5, OF THE AIRPORT INDUSTRIAL PARK ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE N01°50'17"E 50.00 FEET; THENCE S88° 08'21"E 50.00 FEET; THENCE S01°50'17"W 50.00 FEET; THENCE N88°08'21"W 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2500 SQUARE FEET, MORE OR LESS.

JBS 5/13/94

EXHIBIT "B"


SIERRA PROPERTIES
WACKERLI
1875
N46°30'51"E
973.52'
CONQUEST
N1°56'15"E
70.33'
3514.69 SQ FT
N88°06'34"W
50.00'
49.94'
S88°06'34"E
N1°53'26"E
70.33'
1911
6351.62 SQ FT
N88°06'34"W
90.31'
90.31'
S88°06'34"E
70.33'
S1°53'26"W
N1°50'17"E
1959
N88°08'21"W
S88°08'21"E
S1°50'17"W
BONNEVILLE COUNTY
MARK MASON
PACIFIC FIGHTERS
2013
6
7
GATE
FOOTE DRIVE
1910
1950
1998

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-056-14

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Director
SUBJECT: Annexation with initial zoning of C-1, Annexation Agreement, Final Plat, and Reasoned Statement of Relevant Criteria and Standards for Eagle Ridge Division No. 3
DATE: May 14, 2014

Attached is the application for annexation with initial zoning of C-1, Annexation Agreement, Final Plat, and the Reasoned Statement of Relevant Criteria and Standards for Eagle Ridge Division No. 3. The Planning Commission considered this item at its April 1, 2014 meeting and recommend approval with the eight conditions listed in the Reasoned Statement. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

cc: Rose Anderson, City Clerk
file

Attachments: Vicinity Map
Aerial Photos
Final Plat
Planning Commission Minutes, April 1, 2014
Staff Report, April 1, 2014
Reasoned Statement of Relevant Criteria and Standards

Annexation, Initial Zoning & Final Plat

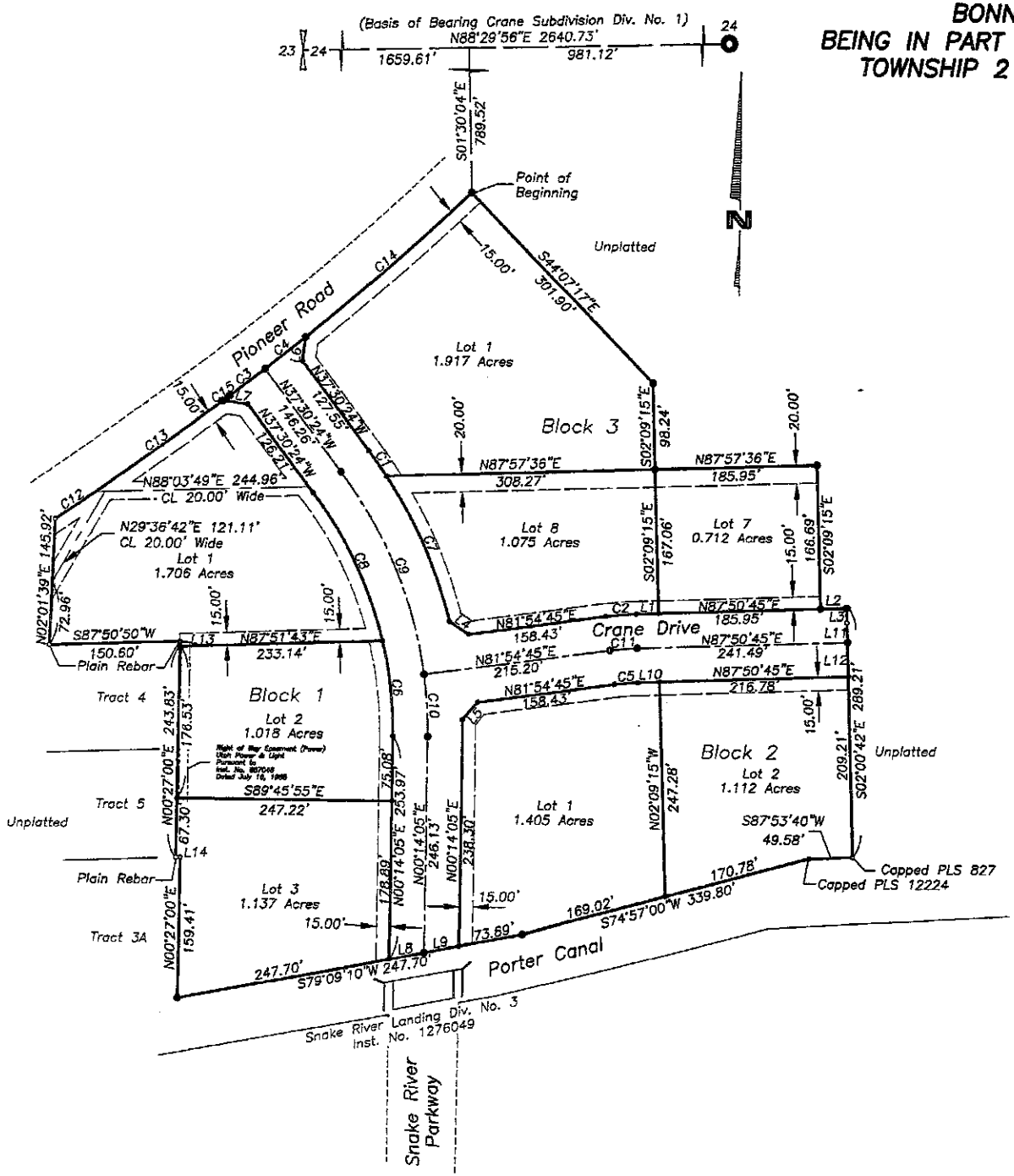
Eagle Ridge Division 3

WESTHILL AV
TERRACE DR
STIMSON AV
WESTWOOD ST
VASSAR WY
SATURN AV
COLORADO AV
MILLIGAN RD
MURRAY ST
BRENTHAVEN ST
PANCHERI DR
JOEL AV
UTAH AV
BRIDGEPORT DR
SKYLINE DR
TARA ST
CRANE DR
STOSICH LN
PIONEER RD
SNAKE RIVER PKWY
CAPITAL AV
PIER VIEW DR
17TH SOUTH (MILL RD)
BLUFF ST
WHITE SAND CREEK WY
WHITEWATER DR
MILLIGAN RD
LOCHSA RIVER DR
1 " = 534 '

EAGLE RIDGE DIV. NO. 3

AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

BEING IN PART OF THE SW 1/4 OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M.



April 1, 2010 7:00 p.m. Planning Department
Council Chambers

MEMBERS PRESENT: Commissioners Margaret Wimborne, Donna Cosgrove, George Swaney, Doug Branson, Brent Dixon, Natalie Black, George Morrison, Kurt Karst and James Wyatt.

MEMBERS ABSENT: Leslie Polson.

ALSO PRESENT: Planning Director Brad Cramer, Assistant Planning Director Kerry Beutler, 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: None.

Public Hearings:

Annexation with Initial Zoning of C-1, and Final Plat for Eagle Ridge, Division No. 3: Beutler presented the staff report, a part of the record. Beutler also made corrections to the block numbering indicated within the staff report conditions to match that of the submitted plat. Beutler also discussed the buffering requirement for the residents to the south. He had visited with a property owner who indicated that they would prefer to have the landscaped buffer vs a fence. Cosgrove asked a question regarding the easement along the canal and the ownership. Beutler indicated that we would need to confirm with the applicant concerning the ownership. Dixon asked about what would be required of development on the west side of the freeway. This is an entry way and we should try and have the two areas match. Beutler indicated that the Planning Office is currently having conversations with developers regarding the development of those properties and the discussions have included landscaping in order to match the two sides of the freeway. Dixon also asked about the roadway classifications for the rights-of-way within the subdivision. Beutler referred to the staff report identifying those classifications. Swaney opened the public hearing.

Jeff Freiberg, Freiberg Engineering representing the applicant, 946 Oxbow Lane. Freiberg indicated that there is a maintenance access road for the canal company and they will work with them as part of the development. Cosgrove asked for further clarification regarding the ownership lines shown on the aerial. Dixon asked the purpose of requesting C-1 vs CC-1 zoning located in south in Snake River Landing. Freiberg referred to the zoning map and indicated that as part of the discussions with City staff that they had determined that C-1 would be the appropriate designation. Dixon asked staff which district was more restrictive. Cramer indicated that the C-1 Zone District is more restrictive in both uses and setbacks and explained further the differences between the zones.

Scott Nunes, Roberts Supply, 1000 Crane Drive. Nunes discussed concerns with the proposal to extend the landscape median down Crane Drive. They have limited yard space and want to ensure their customers can continue to get in and out of their property. Dixon asked Mr. Nunes to identify the location of the property.

Dixon asked staff why the portion of the canal is not included within the annexation. Beutler indicated that staff had made a note of that as well and would visit with the applicant to include that portion prior to the annexation going to council. Wimborne asked staff to explain the reasoning behind extending the landscaped median. Beutler explained that the traffic study had recommended that the median be extended onto Crane Drive as part of access management. Cosgrove asked if staff would work with adjacent business owners and their concerns about access along the road. Dixon asked about existing right-of-way in the area to accommodate the widening of Crane Drive. Freiberg indicated that they would work with staff on the annexation of the canal and that Crane Drive would have an 80 foot right-of-way in this area. Cosgrove asked about the staff recommendations regarding landscaping, building orientation, etc. listed in the staff report and whether the applicant does agree with those recommendations. Freiberg indicated that they had met with staff and did agree with those comments. Chairman Swaney asked for additional questions, hearing none he closed the public hearing.

Dixon moved recommend the Mayor and City Council approve the Annexation with Initial Zoning of C-1, and Final Plat for Eagle Ridge, Division No. 3 with the conditions listed in the staff report to include the updated block designations. Wimborne seconded the motion and it passed unanimously.

Conditional Use Permit for 7.54 Acres (Teresa Bunker Elementary School): Wimborne and Black recused themselves from the discussion and left the platform. Beutler presented the staff report, a part of the record. The permit is to cover proposed modifications to the existing school site to include a new loading/unloading area as well as a new staff parking lot on the east side of the lot. Beutler discussed the landscaping requirement between the proposed parking lot and the existing residences on the eastside. Beutler presented a revised landscape plan to the Commission that had been produced by the applicant to address concerns from an adjacent resident. The updated plan will include a mix of lower shrubs, hedge and trees. Cosgrove asked for clarification regarding the fencing heights of the residences. Beutler clarified the heights, the district's proposal and the concerns of the neighbors. Cosgrove asked if staff felt the new landscape plan would meet the ordinance and the neighbor's needs. Beutler indicated that staff felt it would. Dixon inquired of whether a variance would be required. Staff indicated a variance would not be required. Dixon asked further about the conditions along Bunker Lane. Beutler explained that there would be no change to the site along Bunker Lane. Dixon asked if all of the excess asphalt to the north would be removed as well. Beutler indicated that a portion of it would also be utilized for storm runoff. Swaney opened the public hearing.

Kevin Klingler, Director of Operations, School District 91, 3523 S. Hammon Lane, Rexburg. Klingler verified that north of the proposed parking lot there would be a drainage area, but that there would be remaining asphalt north of that. He asked if the District could have an option of changing from a hedge to a fence between now and when the construction takes place. He also asked if the hedge height could remain constant rather than varying for

IDAHO FALLS PLANNING COMMISSION STAFF REPORT
Eagle Ridge Div. No. 3, Annexation, Initial Zoning, Final Plat
Being in part of the South ¼ of Section 24, T2N, R37E
April 1, 2014

Planning and Building Division

Applicant: Freiberg Engineering

Location: Generally south of Pancheri Drive, north and adjacent to Crane Drive, east of I-15, west of the Snake River

Size: 12.251 acres

Existing Zoning:
Site: C-1 requested
North: C-1
South: CC-1
East: C-1 & I&M-1
West: County

Existing Land Use:
Site: Vacant
North: Commercial
South: Commercial
East: Commercial
West: Residential

Future Land Use Map:
Commercial/ Greenbelt
Mixed Use

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

Requested Action: To **recommend** to the Mayor and City Council annexation, with an initial zoning of C-1, and approval of the final plat for Eagle Ridge Div. No. 3.

Staff Comments:
Annexation: This is a category A annexation in which the property owner is requesting annexation to the city.
Zoning: The proposed C-1 Limited Business Zoning designation is consistent with the Comprehensive Plan and existing zoning within the area.
Final Plat: The plat includes eight lots with frontage onto Snake River Parkway, Crane Drive and Pioneer Road. This area is visible from the I-15 corridor and considered to be an entry way into the city. The Planning and Zoning Commission approved the preliminary plat for this area with the following conditions:

1. The buildings be oriented so that the rear of the building and/or any loading areas not be facing I-15.
2. The landscaping be continued along Snake River Parkway to include the extension of the landscape median and street trees placed at 30 foot intervals.
3. Eliminate access from the lots to Pioneer Road.

Condition two should be expanded to include Crane Drive as a result of the traffic study. These conditions along with the following addressing access should be included within the final approval as well as the annexation agreement.

4. Lots 1, 2 and 3, Block 1 have a shared access in line with the intersection of Crane Drive and Snake River Parkway.
5. A full access and break in the median be allowed on Crane Drive at the eastern boundary of Lot 2, Block 2 and Lot 7, Block 3.
6. Right-in/Right-out accesses be allowed at shared access points for Lots 1 & 2, Block 2, and Lots 1 & 8 and 8 & 7, Block 3.
7. Shared access agreements between the lots be recorded as development occurs.
8. A 10 foot landscape buffer with trees at 20 foot intervals or a six foot opaque fence be required between the development and the residential property to the west.

Since approval of the preliminary plat the applicant has completed the necessary traffic study for the development. Access to the subdivision will include existing Crane Drive and Pioneer Road. Snake River Parkway, also existing, will be extended from Crane Drive to connect with Pioneer Road. The study suggests that both Snake River Parkway and Crane Drive will include raised medians as currently exists on Snake River Parkway. Right-in/right-out access will be allowed at shared access points through the development.

The subdivision includes approximately 1,200 feet of visible frontage from the I-15 corridor considered to be an entry way into the city. The applicants have agreed to the elimination of driveway access from Pioneer Road ensuring a continuous landscape buffer along the I-15 corridor. The requested C-1 Zone requires a minimum 15 foot landscape buffer with trees at 40 foot intervals along the entire length of any streets. The applicant also agreed to reduce the tree spacing distance to 30 feet to match the landscaping that has been installed with other developments along Snake River Parkway.

During the preliminary plat hearing there was also discussion and concern from adjacent county residents regarding buffering between the proposed development and their residential property. Because the residential area to the west is located within the county and designated Greenbelt Mixed Uses buffering would not be required by the zoning ordinance. The applicant has indicated that they are not opposed to the 10 foot landscape buffer with trees at 20 foot intervals or a six foot opaque fence as required by zoning ordinance for areas designated residential in the Comprehensive Plan.

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

REQUIREMENTS	Staff Review
• Purposes listed in Section 10-1-1 as follows:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	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 proposes access.	X Both Crane Drive and Snake River Parkway are identified as minor arterials. The traffic study indicates that both streets should include raised medians. With this scenario the lots would be restricted to right-in/right-out access at shared driveways.
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the	X

street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	
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.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 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.	Crane Drive, Snake River Parkway: Minor Arterials Pioneer Road: Collector

Traffic Study: A traffic study has been submitted and being reviewed by the City Engineer. The City Engineer has indicated that the traffic study's scope should be expanded to include the Pioneer Road intersections with Snake River Parkway, Eagle Ridge Drive and Utah Ave.

Comprehensive Plan Policies:

Entryways: People continue to tell us at citizen participation events they are concerned about the appearance of the entrance ways to the City. Some were concerned with open storage adjacent to the entrance ways, especially I-15, by public and private entities. Most residents wanted more landscaping on our entryways. The desired image was one of landscaped roadways, uncluttered by open storage and signs, inviting people to visit, live, and invest in our community.

Landscaping along arterial streets: Our street cross-sections should be revised to encourage greening of arterial and collector streets. One alternative is to construct future low-speed arterial streets and collectors as boulevards with landscaped medians. Another alternative is to require, and many communities do, the installation of landscaping and berms or walls on the residential property line to reduce noise from busy streets. When determining which of the above alternatives to use, factors to consider will include adjacent land uses, speed of the roadway, existing and projected traffic of the roadway,

the need for traffic control, the need for pedestrian protections, the number and spacing of intersections, available right-of-way, available funding for the improvements, and the ability to maintain and protect the landscaping.

Regional commercial centers should be located approximately at or within one-half mile from major state thoroughfares and be served by existing arterial streets. Convenient access and visual exposure are important to the success of regional commercial centers. Utilizing existing state highways and arterial streets with excess capacity will reduce future public costs.

Access to commercial properties shall be designed to minimize disruptive effects on traffic flow. Every driveway is an intersection. To remove impediments on traffic flow, access should be governed by the principles found in *2012 Updated Access Management Plan* prepared by the Bonneville Metropolitan Planning Organization. Besides limiting the number of access drives, shared accesses should also be explored when reviewing new developments.

Transportation: 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.

Transportation Plan:
Crane Drive: Minor Arterial
Snake River Parkway: Minor Arterial
Pioneer Road: Collector

Zoning Ordinance:

7-10 C-1 LIMITED BUSINESS ZONE

7-10-1 General Objectives and Characteristics.

The C-1 Limited Business Zone has been established as a district in which the primary use of the land is for retail stores and service establishments of a kind which sell the types of goods and services needed to fill the daily household and personal service requirements of the people living in the surrounding area. This zone is usually located at specific locations along major streets and is characterized by buildings having a wide variety of architectural forms and shapes.

The objectives in establishing this 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.

In order to accomplish the objectives and purposes of this Ordinance, the following regulations shall apply in the C-1 Limited Business Zone.

7-10-2 Use Requirements.

The following uses shall be permitted in the C-1 Zone:

A. Any use permitted in the RSC-1 Residence Shopping Zone.

B. Appliance Shops and appliance service establishments.

C. Bakeries.

D. Motels.

E. Beer Parlors, and taverns, as a secondary use only, when incidental to such uses as clubs, lodges and restaurants.

F. Commercial garages, but NOT including the storage of wrecked or dismantled automobiles.

G. Dwellings and Home Occupations.

H. Radio and T.V. studios and antennas.

I. Glass cutting and installation.

J. Public buildings and public utility buildings and structures.

K. Plumbing and carpenter shops and similar craft shops.

L. Drive-in restaurants, or restaurants with drive-up windows.

M. Signs identifying the buildings and signs advertising products sold on the premises as permitted by the City's Sign Code.

N. Enclosed rental storage facilities.

O. Other uses ruled by the City Council to be similar to the above listed uses and in harmony with the objectives and characteristics.

7-10-3 Area Requirements.

There shall be no lot area requirements for commercial buildings and structures constructed in accordance with adopted building codes of Idaho Falls, except as may be required for off-street parking, yards and Paragraph 4-8 of this Ordinance. Dwellings shall comply with the area requirements of Section 7-7-3 of this Ordinance and the width requirements of Section 7-7-4 of this Ordinance.

7-10-4 Width Requirements.

There shall be no lot width requirements for commercial buildings and structures constructed in accordance with the Building Code of Idaho Falls. For dwellings, the minimum width of lots shall be fifty (50) feet.

7-10-5 Location of Buildings and Structures.

A. Setback All buildings shall be set back a minimum of thirty (30) feet from any public street, except as herein provided and required under the provisions of this Ordinance.

B. Side Yards There shall be no side yards required for any commercial buildings or structures. For dwellings, there shall be a side yard at least six (6) feet.

C. Rear Yards There shall be no rear yards required for any commercial buildings or structures. For dwellings, there shall be a rear yard of at least twenty-five (25) feet for all main residential buildings. For accessory residential buildings, no rear yard shall be required except where an alley is located at the rear of the lot, in which case a three (3) foot rear yard is required.

7-10-6 Special Provisions.

A. Off-street parking shall be provided as required in this Ordinance and shall be hard-surfaced.

B. All merchandise, equipment, and other materials, except seasonal merchandise such as nursery stock, fruits and vegetables, and vehicles in running order shall be stored within an enclosed building.

C. No dust, odor, smoke, vibration or intermittent light, glare or noise shall be emitted which is discernible beyond the premises, except for normal movement of automobile traffic.

D. Residential developments shall comply with Sections 4-23-Q. and 7-7-8 of this Ordinance.

E. When a development in the C-1 Zone adjoins land zoned RP, RP-A, R-1, or RMH or unincorporated land designated for single-family residential use in the Idaho Falls Comprehensive Plan, either a minimum ten (10) foot landscape buffer with trees spaced at twenty (20) foot intervals or a six (6) foot opaque fence shall be provided.

F. A landscaped strip of lawn, ground cover, shrubbery, and trees at forty (40) foot centers at least fifteen (15) feet in width shall be provided and maintained along the entire length of any street bordering a development except for permitted driveways.

7-10-7 See Supplementary Regulations to Zones.

ORDINANCE NO. 2014-

AN ORDINANCE ANNEXING CERTAIN LANDS TO THE CITY OF IDAHO FALLS DESCRIBING AND APPLYING A COMPREHENSIVE PLAN LAND USE DESIGNATION TO SUCH LANDS; AUTHORIZING THE AMENDMENT TO THE COMPREHENSIVE PLAN MAP; AMENDING THE CITY MAP; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Section 1 of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Section 1 is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City upon compliance with procedures required in Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands where necessary; and

WHEREAS, the lands to be annexed are contiguous to the City and the City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:

1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;

2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and

3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the City Council that the lands described hereinbelow in Section 1 of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as "Commercial and Greenbelt Mixed Uses"; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

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

SECTION 1. Annexation of Property. The lands described herein are hereby annexed to the City of Idaho Falls, Idaho:

A parcel of land being part of the Southwest Quarter of Section 24, Township 2 North, Range 37 East, Boise Meridian, described as follows:

Commencing at the West Quarter Corner of said Section 24 and running thence N88°29'56"E 1659.61 feet along the Center Section Line, thence leaving said Center Section Line S01°30'04"E 789.52 feet to a point at the Southeasterly right of way of Pioneer Road as described in Book 133, Page 119 of Bonneville County records, said point also being the True Point of Beginning, thence S44°07'17"E 301.90 feet, thence S02°09'15"E 98.24 feet, thence N87°57'36"E 185.95 feet, thence S02°09'15"E 166.69 feet, thence N87°50'45"E 29.98 feet, thence S02°00'42"E 289.21 feet to a point at the Northerly Side of the Porter Canal, thence along said Northerly side the following three (3) courses, (1) S87°53'40"W

49.58 feet (2) S74°57'00"W 339.80 feet (3) S79°09'10"W 402.91 feet, thence leaving said Northerly side N00°27'00"E 159.41 feet, thence S87°50'50"W 5.00 feet, thence N00°27'00"E 249.89 feet, thence S87°50'50"W 150.60 feet, thence N02°01'39"E 145.92 feet to a point on the same said Southeasterly right of way of said Pioneer Road, thence N34°28'46"W 50.00 feet to a point on the Northwesterly right of way of Pioneer road, said right of way being that one described in said Book 133, Page 119 of Bonneville County records, said point also being on a 100 foot spiral curve offset to the Southeast of the Interstate 15 Centerline the record data of which is defined as having a central angle of 2°30'and a spiral distance of 250.00 feet, thence along said Southeast 100 foot spiral offset the short chord of which bears N54°21'17"E 241.92 feet to a found I.T.D. brass cap marked 314+03.13, said brass cap being the point of a non-tangent curve to the left having a radius of 2964.89 feet, a delta angle of 06°54'59" and a chord which bears N49°20'58"E 357.69 feet, thence along said curve 357.90 feet, thence leaving said Northwesterly right of way S44°07'17"E 49.94 feet to the point of beginning.

Parcel contains 12.944 Acres.

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. City of Idaho Falls Comprehensive Plan Designation. That the lands annexed herein shall be designated as "Commercial and Greenbelt Mixed Uses" on the City of Idaho Falls Comprehensive Plan, and that the Comprehensive Plan Map be amended to reflect the same.

SECTION 4. Findings. That the findings contained in the recitals of this Ordinance be, and the same are hereby, adopted as the official City Council findings for this Ordinance, and that any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

SECTION 5. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 6. 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 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 2014.

_____
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:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE ANNEXING CERTAIN LANDS TO THE CITY OF IDAHO FALLS DESCRIBING AND APPLYING A COMPREHENSIVE PLAN LAND USE DESIGNATION TO SUCH LANDS; AUTHORIZING THE AMENDMENT TO THE COMPREHENSIVE PLAN MAP; AMENDING THE CITY MAP; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Rosemarie Anderson, City Clerk

(SEAL)

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 12.944 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS C-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the land described in Section 1 of this Ordinance is currently zoned C-1 within the City of Idaho Falls; and

WHEREAS, the proposed initial zoning district of Eagle Ridge Division 3 is C-1 Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Commercial and Greenbelt Mixed Uses"; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on April 1, 2014, and recommended approval of zoning the subject property to C-1 Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on May 22, 2014.

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

SECTION 1: LEGAL DESCRIPTION:

This Ordinance shall apply to the following described lands in Exhibit "A" in Idaho Falls, Idaho, Bonneville County, to-wit:

A parcel of land being part of the Southwest Quarter of Section 24, Township 2 North, Range 37 East, Boise Meridian, described as follows;

Commencing at the West Quarter Corner of said Section 24 and running thence N88°29'56"E 1659.61 feet along the Center Section Line, thence leaving said Center Section Line S01°30'04"E 789.52 feet to a point at the Southeasterly right of way of Pioneer Road as described in Book 133, Page 119 of Bonneville County records, said point also being the True Point of Beginning, thence S44°07'17"E 301.90 feet, thence S02°09'15"E 98.24 feet, thence N87°57'36"E 185.95 feet,

thence S02°09'15"E 166.69 feet, thence N87°50'45"E 29.98 feet, thence S02°00'42"E 289.21 feet to a point at the Northerly Side of the Porter Canal, thence along said Northerly side the following three (3) courses, (1) S87°53'40"W 49.58 feet (2) S74°57'00"W 339.80 feet (3) S79°09'10"W 402.91 feet, thence leaving said Northerly side N00°27'00"E 159.41 feet, thence S87°50'50"W 5.00 feet, thence N00°27'00"E 249.89 feet, thence S87°50'50"W 150.60 feet, thence N02°01'39"E 145.92 feet to a point on the same said Southeasterly right of way of said Pioneer Road, thence N34°28'46"W 50.00 feet to a point on the Northwesterly right of way of Pioneer road, said right of way being that one described in said Book 133, Page 119 of Bonneville County records, said point also being on a 100 foot spiral curve offset to the Southeast of the Interstate 15 Centerline the record data of which is defined as having a central angle of 2°30'and a spiral distance of 250.00 feet, thence along said Southeast 100 foot spiral offset the short chord of which bears N54°21'17"E 241.92 feet to a found I.T.D. brass cap marked 314+03.13, said brass cap being the point of a non-tangent curve to the left having a radius of 2964.89 feet, a delta angle of 06°54'59" and a chord which bears N49°20'58"E 357.69 feet, thence along said curve 357.90 feet, thence leaving said Northwesterly right of way S44°07'17"E 49.94 feet to the point of beginning.

Parcel contains 12.944 Acres.

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "C-1," as shown upon the attached Exhibit "A," and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

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

SECTION 4. 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:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 12.944 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS C-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Rosemarie Anderson, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION, WITH THE INITIAL ZONING OF C-1 LIMITED BUSINESS AND FINAL PLAT FOR THE EAGLE RIDGE DIV. NO. 3 LOCATED GENERALLY SOUTH OF PANCHERI DRIVE, NORTH AND ADJACENT TO CRANE DRIVE, EAST OF I-15, AND WEST OF THE SNAKE RIVER

WHEREAS, the applicant filed an application for annexation, with initial zoning of C-1 Limited Business and final plat on February 3, 2014; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on April 1, 2014; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on May 22, 2014; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.

2. The property is an approximate 12.251 acre parcel located generally south of Pancheri Drive, north and adjacent to Crane Drive, east of I-15, and west of the Snake River.

3. Areas to the immediate northeast and south are zoned CC-1, C-1, I&M-1 and have been developed with various commercial, retail, service, office and light industrial uses.

4. The 2013 Comprehensive Plan Future Land Use Map designates this area as Commercial and Greenbelt Mixed Use.

5. This is a Category A annexation in which the property owner is requesting annexation to the City.

6. The requested C-1 zone is consistent with the Comprehensive Plan Future Land Use Map designation.

7. The Comprehensive Plan identifies this area as an entry way due to its proximity to the I-15 corridor. The desired image is one of landscaped roadways, uncluttered by open storage and signs, inviting people to visit, live, and invest in our community. To achieve this goal it is the applicant has agreed to address landscaping and buffering throughout the development, building orientation next to I-15 and driveway accesses onto Pioneer Road as part of their annexation agreement.

8. In order to meet the intent of the Access Management Plan and the traffic study completed for this development the subdivision will need to address access through raised medians, shared access agreements including right-in/right-out driveway access.

9. The final plat complies with the requirements of the Subdivision Ordinance of the City of Idaho Falls.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation, with initial zoning of C-1 Limited Business and final plat for Eagle Ridge Division No. 3 with the following conditions:

1. The buildings be oriented so that the rear of the building and/or any loading areas not be facing I-15.
2. The landscaping be continued along Snake River Parkway and Crane Drive to include the extension of the landscape median and street trees placed at 30 foot intervals.
3. No lot shall have direct access to Pioneer Road.
4. Lots 1, 2 and 3, Block 1 shall have a shared access in line with the intersection of Crane Drive and Snake River Parkway.
5. A full access and break in the median shall be permitted on Crane Drive at the eastern boundary of Lot 2, Block 2 and Lot 7, Block 3.
6. Right-in/Right-out accesses shall be permitted at shared access points for Lots 1 & 2, Block 2, and Lots 1 & 8 and 8 & 7, Block 3.
7. Shared access agreements between the lots be recorded as development occurs.
8. A 10 foot landscape buffer with trees at 20 foot intervals or a six foot opaque fence be required between the development and the residential property to the west.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2014

_____

Rebecca Casper, Mayor

8. **City Council Executive Session**:

The City Council will retire into Executive Session at approximately 8:15 p.m., pursuant to the provisions of Idaho Code Section 67-2345(1)(a), to consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need; and, Idaho Code Section 67-2345(1)(f), to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The City Council will then resume its Regular Session, unless the Council votes otherwise.

CITY OF IDAHO FALLS

Office of the Mayor
City Hall
Idaho Falls, Idaho 83405

Rebecca L. Noah Casper
Mayor

21 May 2014

Councilmember Michael Lehto
Councilmember Thomas Hally
Councilmember Sharon D. Parry
Councilmember Barbara Ehardt
Councilmember Ed Marohn
Councilmember Dee Whittier

Dear Councilmembers:

Attached please find the resume for Duane Neslon. He is the candidate for an interim appointment as IFFD Fire Chief left vacant by the resignation of Dean Ellis, effective May 16th. Mr. Nelson was selected by a careful process, as follows:

1. After receiving formal notice of resignation from Chief Ellis, I determined to conduct a robust search for our next Chief. As this can be a time-consuming process, I further determined that an interim appointment would be the best way to ensure sufficient time for the search.
2. I conferred at length with Chief Ellis and Councilman Marohn, and I looked into the retirement plans of current IFFD Staff. We narrowed the list of options down to two names.
3. I interviewed both gentlemen for about 45 minutes each. Both offered an assessment of the current status of the department and expressed how they felt they could help it achieve the next level of distinction.
4. Based on the interviews, prior research, and previous meetings I had held with the 18 Captains in the Department I extended the offer to Mr. Nelson.

I anticipate that this appointment will run for 6-90 days and will take us through some very significant IFFD Departmental milestones including budgeting and the negotiation of various contracts, as well as doing possible background work on a new fire station. And all of this must be accomplished while managing the day-to-day affairs of the department.

Mr. Nelson has indicated that he fully intends to compete vigorously for the permanent position. I feel confident that he has the both the energy and the incentive to do a good job at this time. His experience, education, and training all lead me to trust that he is fit to serve the city well in the interim.

If you have any questions or comments, please feel free to contact me.

All the best,

Rebecca L. Noah Casper
Mayor

RLNC:ra

5009 Vintage Ln. Ammon, ID 83406•208-520-5190•dnelson@idahofallsidaho.gov

Duane A Nelson

Objective

Develop the Idaho Falls Fire Department into the premier fire service organization in Eastern Idaho through professional leadership. I adhere to a leadership philosophy that relies on a team dynamic which incorporates training, certification, experience, and academia. The importance of these four pieces together will become the fire departments core values of professionalism and demonstrate Idaho Falls Fire Departments ability to create the professional and personal growth to propel the City of Idaho Falls Fire Department into the future.

Professional Accomplishments

Idaho Falls Fire Department

- Fire Fighter; Hired 1997
- Driver Operator; Promotion 2003
- Lead Fire Investigator; 2006
- Fire Inspector I; Promotion 2007
- Fire Inspector II; Promotion 2008

Idaho Falls Fire Department (Move-up)

- Move-Up Fire Officer; 2004-2006
- Move-Up Fire Officer; 2012-Present

Idaho Army National Guard

Fire Team Leader; 1996-Current

Idaho Falls Fire Department

- Fire Fighter of the Year; 2004
- CPR Coordinator
- ARFF Initial Course; Coordinator/Instructor
- Member of Fire Department Contingent; Hurricane KATRINA
- Fire Investigation Team Leader- Coordinated (FIT) Certification Curriculum
- Idaho EST Fire Instructor Level I
- Idaho EST Fire Training Evaluator
- Electric Vehicle Extrication and Safety Instructor
- Idaho Falls Fire Fighters Local 1565 E-Board Member; 2007-2010
- Idaho Falls Fire Fighters Local 1565 President; 2011-Present

Idaho Falls Community Involvement

- CPR Instructor/ Training Center Faculty
- Humanitarian Service Project- Lovejoy Service Project
- Community Board-Up Program- Life Safety/Property Conservation/Department Savings

Idaho Army National Guard-Fire Fighting Unit (ARFF/ Structural/ Wildland)

- Fire Fighter; Graduate Fire School
- Fire Team Leader; Promotion
- Deployed Overseas as Fire Team Leader
- Fire Training Non-Commissioned Officer

5009 Vintage Ln. Ammon, ID 83406•208-520-5190•dnelson@idahofallsidaho.gov

Duane A Nelson

Secondary Education

Idaho State University	A.S. Fire Service Administration	Graduate, 2009
EITC	A.A.S. Fire Science Technology	Graduate, 2010
Idaho State University	B.S. Fire Service Administration	Graduate, 2012

National Fire Academy

National Fire Academy	Fire/Arson Investigation	Resident Course, 2005
National Fire Academy	Preparing for Initial Co. Operations	Non-Res. Course, 2006
National Fire Academy	Fire Prot. Systems/Structures	Resident Course, 2008
National Fire Academy	Com./Control Wildland Urban Interface	Non-Res. Course, 2009
National Fire Academy	Interview/Interrogation	Resident Course, 2010
National Fire Academy	Incident Safety Officer	Non-Res. Course, 2010

IFSAC--Fire Certifications

IFSAC Hazardous Material Awareness
IFSAC Hazardous Material Operations
IFSAC Firefighter I
IFSAC Firefighter II
IFSAC Airport Firefighter
IFSAC Fire Apparatus Driver/Operator-Pumper
IFSAC Fire Apparatus Driver/Operator-ARFF
IFSAC Fire Apparatus Driver/Operator-Mobile Water Supply
IFSAC Fire Inspector I
IFSAC Fire Instructor I
IFSAC Fire Officer I

NIMS-ICS Courses

ICS 100
ICS 200
ICS 300
ICS 400
NIMS-700, 701, 702, 703, 704
NIMS-800