

CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, ID 83402

*Thank you for your interest in City Government. If you wish to express your thoughts on a matter listed below, please contact Councilmembers by email or personally **before** the meeting as testimony on agenda items will not be taken unless a hearing is indicated. Be aware that an amendment to this Agenda may be made upon passage of a motion that states the reason for the amendment and the good faith reason that the Agenda item was not included in the original Agenda posting. City Council Meetings are live streamed at www.idahofallsidaho.gov, then archived on the city website. If you need communication aids or services or other physical accommodations to participate or access this meeting please contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will make an effort to accommodate your needs.*

1. **Call to Order.**

2. **Pledge of Allegiance.**

3. **Public Comment.** *Members of the public are invited to address the City Council regarding matters that are **not** on this Agenda or already noticed for a public hearing. When you address the Council, please state your name and address for the record and please limit your remarks to three (3) minutes. Please note that matters currently pending before the Planning Commission or Board of Adjustment which may be the subject of a pending enforcement action, or which are relative to a City personnel matter are not suitable for public comment.*

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

A. Item from Office of the Mayor:

- 1) Appointments/Reappointments to City Boards, Committees and Commissions

B. Item from Municipal Services:

- 1) Bonneville County Magistrate Court Invoice

C. Items from the City Clerk:

- 1) Approval of Minutes from the October 24, 2016 Council Work Session; October 25, 2016 Joint Meeting with Bonneville County Elected Officials; and October 27, 2016 Council Meeting.
- 2) Approval of License Applications, including a Beer License to Westbank Restaurant and Lounge, all carrying the required approvals.

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

5. **Regular Agenda.**

A. Municipal Services

1) Bid IF-17-03, Automated Side Load Refuse Trucks: It is the recommendation of the Public Works and Municipal Services Departments to reject the low bid for not meeting bid specifications, and to accept the lowest responsive, responsible bid from Idaho Falls Peterbilt to furnish two (2) automated side load refuse trucks for a lump sum amount of \$509,780.00 with trade-in of two (2) units.

RECOMMENDED ACTION: To reject the low bid, and to accept the lowest responsive, responsible bid from Idaho Falls Peterbilt to furnish two (2) automated side load refuse trucks for a lump sum amount of \$509,780.00 (or take other action deemed appropriate).

2) Bid IF-17-C, Idaho Falls Power Console for Dispatch Control Room: It is the recommendation of Idaho Falls Power and the Municipal Services Department to piggyback the General Services Administration Contract #GS-28F-0036M with Evans Consoles to furnish and install the required consoles for the dispatch control room at Idaho Falls Power, in the amount of \$60,343.55.

RECOMMENDED ACTION: To piggyback the General Services Administration Contract #GS-28F-0036M with Evans Consoles to furnish and install the required consoles for the dispatch control room at Idaho Falls Power, in the amount of \$60,343.55 (or take other action deemed appropriate).

3) Write-off of Unpaid Ambulance Service Accounts: Municipal Services and the Fire Department respectfully request authorization to write-off ambulance service accounts determined as uncollectible for the calendar years of 2009, 2010, 2011, 2012 and a portion of 2013 in the amount of \$1,302,221.43 pursuant to the ambulance account review and management presentation to City Council on October 24, 2016.

RECOMMENDED ACTION: To write-off ambulance service accounts determined as uncollectible for the calendar years of 2009, 2010, 2011, 2012 and a portion of 2013 in the amount of \$1,302,221.43 (or take other action deemed appropriate).

4) Civic Auditorium Use Agreement: Municipal Services respectfully requests authorization to approve the Civic Auditorium Use Agreement between the City of Idaho Falls and Idaho Falls School District 91.

RECOMMENDED ACTION: To approve the Civic Auditorium Use Agreement between the City of Idaho Falls and Idaho Falls School District 91 (or take other action deemed appropriate).

B. Public Works

1) Corrected Easement Vacation – Lot 13, Block 1, Freeway Commercial Plaza: On October 27, 2016 the City Council passed Ordinance No. 3097 to vacate the subject utility easement on Lot 13, Block 1, Freeway Commercial Center Div. 3 as recorded in Instrument #1489425. Section 1 of Ordinance 3097 inadvertently referred to the easement as being part of “Milligan Commercial Plaza” instead of “Freeway Commercial Center Div. 3”.

RECOMMENDED ACTION: To approve the revised Easement Vacation Ordinance prepared by the City Attorney 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).

2) Request to Negotiate Professional Services with Six Mile Engineering to design 17th Street and Woodruff Avenue Intersection Improvements: Proposals were solicited, received, and evaluated for design services for the 17th Street and Woodruff Avenue Intersection Reconstruction. Based upon those evaluations, Public Works recommends selecting Six Mile Engineering to perform design services, and is requesting authorization to negotiate a scope of work and fee structure.

RECOMMENDED ACTION: To authorize Public Works to negotiate a scope of work and fee structure with Six Mile Engineering for the 17th Street and Woodruff Avenue Intersection Reconstruction (or take other action deemed appropriate).

C. Community Development Services

1) Code Change and Resolution for Electric Line Extension Fee Waiver: For consideration is a Resolution and proposed code change to Sections 8-5-28, 8-5-30 and 8-5-31 addressing Electric Line Extension Fee waivers within the City.

RECOMMENDED ACTIONS:

- a. To approve the Resolution for Electric Line Extension Fee Waivers within the City, and give authorization for the Mayor and City Clerk to execute the necessary document (or take other action deemed appropriate).
- b. To approve the Ordinance amending Title 8, Chapter 5, for Electric Extension Fee Waivers, 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).

2) Public Hearing – Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards, Linden Trails Townhomes: For consideration is the application for Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards, Linden Trails Townhomes. The Planning and Zoning Commission considered this application at its July 19, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Planned Unit Development for Linden Trails Townhomes.
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Linden Trails Townhomes, and give authorization for the Mayor to execute the necessary documents.

6. Motion to Adjourn.

CONSENT AGENDA:

IDAHO FALLS

Memorandum

To: City Council
From: Rebecca Casper, Mayor
Date: November 3, 2016
Re: Appointments/Reappointments to City Boards, Committees and Commissions

Attached please find communication from Director, Brad Cramer, for citizen volunteer Mr. Arnold Cantu, a citizen I wish to appoint to serve on the Planning and Zoning Commission.

Name	Commission (City code citation)	Sponsoring Department	Term Expires	Status
Arnold Cantu	Planning & Zoning Commission	Community Development	12/31/2019	New Appt.

Mr. Cantu has been screened and subsequently recommended by Brad Cramer, Community Development Services Director. I also have reviewed the application submitted by Mr. Cantu and interviewed him. Upon review, I am confident he meets the criteria set forth in the city code. Furthermore, I believe he will make a positive contribution to the vital work of the city.

I request your confirming vote to ratify this appointment at the regular Council Meeting on Thursday evening, November 10, 2016. This action will improve the quality of community life in our city by a large measure.

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



BGC-108-16

TO: Honorable Mayor Rebecca Casper
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Appointment of Arnold Cantu to the Planning and Zoning Commission
DATE: October 20, 2016

Community Development Services respectfully requests consideration of the appointment of Arnold Cantu to the Planning and Zoning Commission to a term ending on December 31, 2019. Mr. Cantu's term will fill the remainder of the term left vacant by the resignation of Donna Cosgrove. Mr. Cantu has had the opportunity to serve and interact with many boards over the course of his career and his experience working with groups will be a valuable asset to the Commission. He will also fill a much needed role by representing a voice from the Hispanic community; a demographic that is fast growing in Idaho Falls but is generally underrepresented on boards and commissions managed by Community Development Services. If you have any questions please feel free to contact me.

Attachments: Application for Arnold Cantu

Cc: File

RECEIVED

OCT 20 2016

MAYOR'S OFFICE



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

Thank you for your willingness to serve our community. Complete this form and attach a résumé prior to submitting. If you wish, you may also submit a cover letter explaining your interest in city service. Your application will be kept on file. When there is an opening on a relevant board, committee or commission, your application will be reviewed. Return the completed form to the Mayor's Office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or electronically at mayor@idahofallsidaho.gov.

Name:	Arnold Cantu		
Mailing Address:	5386 Wild Dunes		
City, State, Zip:	Idaho Falls, Idaho 83404		
Email Address:	acantu@ccimail.org		
Daytime Phone:	(208) 528-7655	<input checked="" type="checkbox"/> Message?	<input type="checkbox"/> Text?
Evening Phone:		<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Cell Phone:	(208) 360-5336	<input checked="" type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?
I am an Idaho Falls Resident: <input checked="" type="checkbox"/> Yes I am a current or former employee of the city: <input type="checkbox"/> No			
I have a family member or person in my household who works for the city: <input type="checkbox"/> No			

What is your motivation for service on this/these committee(s)?

As a resident of Idaho Falls since 1988 I have long noticed a lack of representation of the Hispanic community among any local or state committees. It is my intent to provide a fair representation of our community to the residents of Idaho Falls by representing the Hispanic community. This would provide a better understanding of Hispanics in our community and show other Hispanics that we also have a responsibility to serve our community.

How does your background training and experience lend itself to service on this/these committee(s)?

I have a Bachelor of Science in Human Resources from ISU, a Masters Degree in Counseling from WWU, and a certification in Health Care Administration from UCLA. I was employed by the state of Idaho as a Vocational Rehabilitation Counselor for 22 years and am currently employed by the Community Council of Idaho as the Clinic Administrator for the Community Family Clinic. I have served on several non profit boards and I believe my people skills will assist me in working with the other committee members in completing the duties of this committee.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

As the Clinic Administrator we are currently in the process of building a new facility in Idaho Falls we purchased the land making sure it was zoned for a medical facility. Also at my previous address there were some rezoning issues that our neighborhood needed to provide testimony for. In my current neighborhood there is also some rezoning issues that require testimony, so I am familiar with the process. I have been a resident of Idaho Falls for many years and am familiar with the demographics.

FOR OFFICE USE ONLY:	
Date received by Mayor's Office: <u>October 5, 2016</u>	Date appointed:
City Departments(s) application forwarded to: <u>COS, Brad Cramer</u>	Board, Committee or Commission appointed to:

RECEIVED

OCT 05 2016

	<u>Length of Term (Years)</u>	<u>Meeting Frequency</u>
Mayor's Office		
<input type="checkbox"/> Citizen Review Committee ¹	One(1)	As Needed
<input type="checkbox"/> Mayor's Youth Advisory Committee	Three(3)	Bi-Monthly
Fire Department		
<input type="checkbox"/> Fire Code Appeals Board	Five(5)	Yearly/As Needed
Human Resources		
<input type="checkbox"/> Civil Service Commission	Six(6)	Semi-Annual/As Needed
Library		
<input type="checkbox"/> Library Board	Five(5)	Monthly/As Needed
Municipal Services		
<input type="checkbox"/> Civic Auditorium Committee	Two(2)	As Needed
Parks and Recreation		
<input type="checkbox"/> Golf Advisory Board	Three(3)	Every Other Month
<input type="checkbox"/> Parks and Recreation Commission	Three(3)	Monthly
<input type="checkbox"/> Shade Tree Committee	Three(3)	Monthly
Community Development Services		
<input type="checkbox"/> Board of Adjustment	Five(5)	2 nd Thursday/As Needed
<input type="checkbox"/> Building Code Board of Appeals	Three(3)	As Needed
<input type="checkbox"/> Electrical Board of Review	Two(2) & Three(3)	As Needed
<input type="checkbox"/> Historic Preservation Commission ³	Three(3)	1 st Thursday
<input type="checkbox"/> Idaho Falls Business Assistance Corp	Staggering Terms	Quarterly/As Needed
<input type="checkbox"/> Idaho Falls Redevelopment Agency	Five(5)	3 rd Thursday
<input type="checkbox"/> Mechanical Appeals Board	Three(3)	As Needed
<input type="checkbox"/> Planning Commission ⁵	Six(6)	1 st Tuesday
<input type="checkbox"/> Plumbing Appeals Board	Three(3)	As Needed
Police Department		
<input type="checkbox"/> Traffic Safety Committee	Two(2)	As Needed
Regional Committees		
<input type="checkbox"/> Bonneville Metropolitan Planning Organization (BMPO)		
<input type="checkbox"/> Targhee Regional Public Transportation Association (TRPTA)		

¹ City of Idaho Falls residents preferred.

² 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.

³ 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.

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

⁵ One (1) member shall be a Bonneville County resident residing within the area of city impact.

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 is subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350



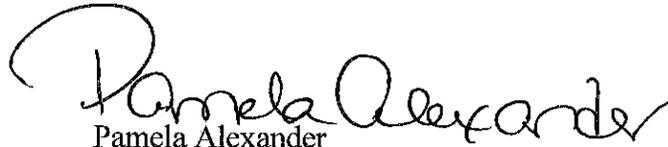
MEMORANDUM

TO: Mayor and City Council
FROM: Municipal Services Department
DATE: November 4, 2016
RE: Bonneville County Magistrate Court Invoice

Attached for your review and approval is the invoice for Magistrate Court operations with Bonneville County for \$400,000 for the period of October 1, 2016 through September 30, 2017.

This invoice, along with previous fiscal year payments are pursuant to Idaho Code 1-2218. Funds to pay this invoice have been budgeted in the 2016/17 City Attorney department budget.

Respectfully,


Pamela Alexander
Municipal Services Director

Date: 9/16/2013

BONNEVILLE COUNTY
DISTRICT COURT FUND
MAGISTRATE COURT
Attn: Ron Longmore
605 N. Capital Ave
Idaho Falls, ID 83402
208-529-1350 ext. 1360
rlongmore@co.bonneville.id.us

CITY OF IDAHO FALLS
P.O. Box 50220
IDAHO FALLS
208-612-8231

		Due Date
		August 31, 2013

Description	Unit Price	Line Total
City Funding of the Magistrate Court Operations Pursuant to I.C. 1-2218 for October 1, 2012 to September 30, 2013	\$200,000.00	\$200,000.00

FUTURE PAYMENTS DUE-

- FY 2014 pursuant to attached April 29, 2013 letter, payment due August 31, 2014 \$300,000.00
- FY2015 pursuant to attached April 29, 2013 letter, payment due August 31, 2015. \$350,000.00
- FY2016 pursuant to attached April 29, 2013 letter, payment due August 31, 2016 \$400,000.00

PA - Budgeted for 10/15/16 2016/17

001-1501-504-69-06

Total \$200,000.00

Make all checks payable to Bonneville County District Court Fund

Thank you for your business!

Bonneville County

revised R/P 10/5/2016

FILE COPY

Approved 2-13-13

DISTRICT COURT
SEVENTH JUDICIAL DISTRICT
STATE OF IDAHO

RECEIVED
JUL 31 2015
By _____



BURT A. W. BUTLER
CLERK OF DISTRICT COURT
SEVENTH JUDICIAL DISTRICT
STATE OF IDAHO
1000 WEST MAIN STREET
IDAHO FALLS, IDAHO 83402
PHONE: 208-343-2200
FAX: 208-343-2201

CLERK OF DISTRICT COURT
SEVENTH JUDICIAL DISTRICT
COURT HOUSE
1000 NORTH CAPITAL
IDAHO FALLS, IDAHO 83402
PHONE: 208-343-2200
FAX: 208-343-2201
WWW.IDAHOJUDICIALSYSTEMS.COM

July 29, 2015

Mayor Rebecca Casper
PO Box 50220
Idaho Falls, ID 83405

RE: City Funding of Magistrate Court Operations-FY 16

Mayor Casper:

*Thank
This is okay to
pay.
[Signature]
8.12.2015*

At the FY 16 district court budget session with the Commissioners, and County Clerk, Ron Longmore this week, the Commissioners inquired about the status of the city funding, and I reminded them of the attached July 31, 2014 letter that was sent to you last year, plus the attached invoice prepared by my office. I also let them know Administrative Judge Darren Simpson and I, along with Ron Longmore, met with you and the City Council last October to answer any questions or provide information regarding I.C. 1-22-18, and how the Idaho Court system is funded.

Bonneville County Prosecuting Attorney Daniel Clark has recently informed us that he is working on an MOU agreement, subject to the City of Idaho Falls' approval, with Randy Fife regarding the scheduling and processing of city misdemeanor charges that are connected to felony defendants being prosecuted by the Bonneville County Prosecutor's Office. I understand that the proposed MOU would generally include The Bonneville County Prosecutor's Office to prosecute misdemeanor cases arising from and connected to felony charges and the Idaho Falls City Attorney's Office would handle staffing and team membership of misdemeanor drug court and the city status offenses (underage drinking) whether converted to juvenile offenses or not. We congratulate the City and County for working together to make our court system run more efficiently.

I look forward to hearing from you if you desire more background information on the city funding of the magistrate court operations.

Sincerely



Burton W. Butler

Trial Court Administrator

CC: Craig Rockwood, Municipal Director
Hon. Darren B. Simpson, Administrative Judge
Roger Christensen, Dave Radford, Lee Staker, Bonneville County Commissioners
Ron Longmore, Elected Clerk
District Court Judges, Joel E. Tingey, Dane H. Watkins,
Greg W. Moeller, Bruce L. Pickett, Alan C. Stephens
Randy Fife, City Attorney
Daniel Clark, County Prosecutor

October 24, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Work Session), Monday, October 24, 2016, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Barbara Ehardt
Councilmember John B. Radford (arrived at 3:03 p.m.)
Councilmember David M. Smith
Councilmember Ed Marohn
Councilmember Michelle Ziel-Dingman

Absent:

Councilmember Thomas Hally

Also present:

Dave Hanneman, Fire Chief
Pamela Alexander, Municipal Services Director
Eric Day, Fire Department Division Chief/Paramedic
Maria Escobar, Ambulance Billing Clerk
Brad Cramer, Community Development Services Director
Kerry Beutler, Community Development Services Assistant Director
PJ Holm, Recreation Superintendent
Rhonda Newman, Aquatic Center Manager
Michael Kirkham, Assistant City Attorney
Kerry Hammon, Public Information Officer
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:00 with the following items:

Mayor's Report, Calendar Items, and Announcements:

Calendar items for the month of November:

4 Joint City Council and Planning Commission Meeting
4 Business of Distinction Awards Gala
7 Council Work Session
9 Association of Idaho Cities (AIC) Fall District Meeting
10 Idaho Falls Power (IFP) Board Meeting
10 City Council Meeting
11 Veterans Day, City offices closed
14 Capitol Christmas Tree Stop
16 Cybersecurity Conference for Business
21 Council Work Session
22 City Council Meeting
24 Thanksgiving, City offices closed
25 City offices closed
26 Tree Lighting Ceremony

Mayor Casper reminded the Councilmembers of the October 25, Idaho Department of Commerce and Labor presentation and the October 25, Eclipse Community informational meeting. She stated a draft version of the Joint Powers Agreement for the 17th Street and Hitt Road project with the City of Ammon is available for Council

October 24, 2016

review. She indicated the City has received payment from the City of Ammon for their shared cost of the Rocky Mountain Power pole relocation project at 17th Street and Hitt Road.

Mayor Casper stated she recently attended a training session on Open Meetings Law and Public Records Law. As a result of the training, she believes in order to be as transparent as possible, there should be a redo of the Council Sub-committee meeting related to Community Support Grants with the meeting being properly noticed. Mr. Kirkham stated the City Attorney's Department does not believe anything illegal occurred, however, for the best interest of the City, the Attorney's Department is also recommending to redo and properly notice the meeting with any recommendations and actions once again presented to Councilmembers. After brief comments, it was moved by Councilmember Dingman, seconded by Councilmember Ehardt, to amend the agenda to immediately discuss the Community Support Grants sub-committee during the present Work Session. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman. Nay – none. Motion carried. Councilmember Dingman stated effort was made to properly notice the meeting but was informed through City staff that the meeting notice was not required. She indicated she has no issue for a redo of the meeting. Councilmember Ehardt concurred with Councilmember Dingman's comments. Brief discussion followed regarding Council liaison meetings and meeting notices. Mayor Casper stated the sub-committee was formed to make recommendations to the full Council versus liaison meetings which are informational meetings. Mr. Kirkham stated if the Councilmembers take official action to create a sub-committee all Open Meetings Law requirements should apply. Councilmember Marohn indicated he would like an official ruling on liaison functions. Councilmember Ehardt concurred. Mr. Kirkham indicated he will contact the Attorney General's office to review liaison meetings. Mayor Casper stated she reviewed liaison assignments with AIC who indicated there were no issues with two (2) City Councilmembers only being briefed/informed.

City Council Reports:

Councilmember Marohn stated he has completed his term with the Idaho Humanities Council, Tim Hopkins has been nominated and elected as his replacement. Anthony Doerr, a Pulitzer Prize winner, will be appearing in Idaho Falls in April 2017.

Councilmember Radford stated the Idaho Falls Zoo at Tautphaus Park had a very successful year, Boo at the Zoo will be occurring in the near future, and Idaho Falls Fire Department (IFFD) Open House was well attended. Councilmember Ehardt stated a Ucon Sewer District Agreement will be forthcoming.

Councilmember Dingman stated she spent several hours with the zoo staff and believes it was very informative.

Councilmember Smith stated he recently attended American Public Power Association (APPA) legal regulatory conference in California.

Ambulance Account Write-offs Presentation:

Director Alexander stated discussion occurred in August regarding a write-off policy. The Ambulance Account coincides with the write-off policy although ambulance services vary from utility services. She presented the following with general discussion throughout:

Ambulance Account Review and Management Committee:

- Purpose
 - Establish the ambulance account write-off process and to document roles and responsibilities for the Fire and Municipal Service Departments
 - Billing and collection procedures
 - Committee guidelines
 - Process oversight and coordination

Chief Hanneman stated the Council will need to determine the aggressive action of the collection agencies regarding past due accounts.

Ambulance Collection Process:

October 24, 2016

- Ambulance collection process
 - Wittman Enterprises (EMS (Emergency Medical Services) billing) 5.25% of net collections
 - 78.62% year to date percentage of net revenue (has been as high as 80%)
 - Outsource Collection Agency - 33% of collected balance
 - North American Collection Agency - 33% of collected balance

Chief Day reviewed ambulance call volume from 1982 through 2015 stating the yearly volume is continually increasing with a steady progression. Chief Hanneman stated the Fire Department has increased ambulances from five (5) to eight (8).

Service trends and collections:

- Historic milestones - Affordable Healthcare Act (2010), Medicare sequester (2010), Timing of the impact of 2008 recession

Chief Hanneman stated due to Medicaid changes, the City of Idaho Falls anticipates approximately \$1 million in federal reimbursement over the course of the next several years.

Director Alexander briefly reviewed collection terminology and collection services preferences.

Billed to collected five-year summary:

Category Gross Charges	Total	Percent Billed
Medicaid	\$1,474,529.18	15%
Medicare	4,013,588.94	41%
Insurance	3,087,332.67	32%
Bill Patient	2,082,127.58	21%
Contractual Allowable	(957,346.18)	-10%
	\$9,700,232.19	100%
Category Total Payments	Total	Percent Collected
Medicaid	\$744,279.45	50%
Medicare	3,027,882.22	75%
Insurance	2,610,321.74	85%
Bill Patient	797,261.17	38%
Collections	142,994.48	2%
	\$7,322,739.06	

Director Alexander believes the collection rate for ambulance services is good.

Outstanding Account Balances:

Ambulance Account Status	
Medicaid	\$391,971.97
Medicare	303,966.88
Total Collections	908,287.17
Ambulance Review	53,585.62
Insurance Payor	312,684.42
Other Source	138,175.14
	\$2,108,671.20

Director Alexander stated this specific data was run from date of service, therefore any contractual allowance may not have occurred.

Director Alexander reviewed outstanding accounts in collections stating the Collection Account is fluid.

October 24, 2016

City write-off process and policy:

- Process: With coordination of the involved City department holding the account, the Municipal Services Department will submit a memorandum to the Mayor and City Council for authorization to write off accounts as uncollectible.

Recommendation for write-off:

2009 through a portion of 2013 = \$1,302,221.43

Average Write-off/4 years = \$325,555.36

2008 Write-off = \$278,311.10

Director Alexander requested Councilmembers review the presentation with recommended write-off anticipated for the November 10 Council Meeting. She prefers Council review of write-offs on an annual basis.

Plan:

- Meet monthly to review accounts
- Issue Request for Proposal (RFP) for new collection agency with possible re-negotiation
- Presentation and update in Spring 2017 to review progress

Wildfire Season Financial Overview Report:

Chief Hanneman stated the Fire Department has an agreement with the Idaho Department of Lands for Wildland Deployment. The Fire Department has the largest fire-based EMS agency available in the state as well as the most resources, including fire-trained paramedics. There are currently 35 trained personnel on the roster of which 23 were deployed in 2016, some being deployed on multiple occasions. Chief Hanneman stated personnel on wildland deployment is not mandated, it is on a voluntary basis only. He stated 23 rental vehicles were used, IFFD vehicles used consisted of four (4) pickups, one (1) ambulance, and one (1) mini-ambulance. Total expenses, which are allocated from the Ambulance Fund, amounted to \$449,793.47 which included personnel costs (\$386,133.40); medical supplies/equipment (\$37,471.55); rental costs (\$22,679.04); and fuel costs (\$3,509.48). Total reimbursements will amount to \$656,585.92 which does not include medical supplies, however, reimbursement does include use of vehicles. Chief Hanneman stated any reimbursement, to be allocated to the Ambulance Fund, will be received over the course of the next six (6) months and will be used for next year deployment as well as buffer of equipment purchases from the General Fund. He indicated reimbursables will be included in the current year budget as a revenue and also as an expenditure.

Snow Removal Update:

Director Fredericksen stated the snow removal priority map and the snow removal methods map have been distributed to Mayor and Councilmembers for review. Edits to the ordinance include: removal of daytime snow removal streets; the snow removal proclamation; removal of snow in the downtown area including hours; and days of week changed to even and odd calendar days. Future discussion will include policy and procedures of the pilot program.

Update on Proposed Ordinance Defining Homes and Temporary Living Accommodations:

Director Cramer stated the proposed ordinance defining homes and temporary living accommodations has been tabled by the Planning and Zoning (P&Z) Commission. He indicated this particular discussion includes one-dwelling units only. Assistant Director Beutler reviewed proposed Household definitions including alternative combinations. Brief discussion followed regarding the number of unrelated adult persons residing together as well as the necessity of the ordinance changes. This item will be reviewed with P&Z in December, followed by Council review in January.

October 24, 2016

The meeting recessed at 4:50 p.m. and reconvened at the Wes Deist Aquatic Center, 149 7th Street, at 5:05 p.m.

Mr. Holm presented the following information with general discussion throughout:

Vision of the Wes Deist Aquatic Center

- Create a balanced municipal aquatic program for all users
- Elevate the City's aquatic program with additional amenities
- Provide activities for children, families and seniors
- Offer clean, fun and affordable aquatic facilities
- Continue to offer swim lessons and lap swimming lanes

Mr. Holm reviewed the Expense/Income report, stating there is consistent growth and expenses. He reviewed the Facility Usage Report from 2011-2015, stating there is a continuous growth of pool users.

Idaho Falls Future of Aquatics

In 2012, Idaho Falls hired Aqua Design International to assess the condition of the aquatic center and determine the future of aquatics in our community.

Critical Issues determined by Aqua Design International

- Gas chlorine system should be replaced with tablet or liquid chlorine (safety)
- Front entrance and locker rooms are in need of renovations - locker room Phase 1 has been completed
- Diving boards need to be removed and replaced – diving boards have been removed
- Some staff computers need to be replaced due to exposure to indoor pool environment
- Fund contingency for replacement of major repairs to dehumidification system
- Pool needs second lift installed to meet ADA (Americans with Disability Act) requirements – completed
- Building stucco has deteriorated from moisture migrating through to building panels
- Remove redwood deck between building and outdoor pool, replace with concrete – completed
- Modify kids pool, turn into splash pad or beach entry. The current kids' pool configuration does not meet the ADA guidelines for recreational facilities.

National Survey Results

- Shallow water play areas for toddlers and infants
- Shade and leisure areas
- Shallow water spray features with interactive play for kids
- Water-park type attractions
- Youth learn-to-swim programs
- Competition-swim clubs
- Family fun outings
- Aqua aerobics
- Night swimming activities

Next Steps

Comprehensive Feasibility Study includes three (3) components: 1 – Programmatic Analysis, 2 – Physical Site Analysis, 3 – Financial Analysis

Following the presentation, Mr. Holm and Ms. Newman led the elected officials on a tour of the aquatic center with general discussion of the overall condition of the facility.

It was then moved by Councilmember Marohn, seconded by Councilmember Ehardt, to adjourn the meeting at 6:20 p.m. and move into Executive Session which has been called pursuant to the provisions of Idaho Code Section

October 24, 2016

74-206(1)(c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency; and not reconvene into Work Session. Roll call as follows: Aye - Councilmembers Dingman, Marohn, Smith, Ehardt, Radford. Nay – none. Motion carried.

The City Council of the City of Idaho Falls met in Special Council Meeting (Executive Session), Monday, October 24, 2016, at the Wes Deist Aquatic Center, 149 7th Street, Idaho Falls, Idaho at 6:21 p.m.

There were present:

- Mayor Rebecca L. Noah Casper
- Councilmember David M. Smith
- Councilmember Barbara Ehardt
- Councilmember John B. Radford
- Councilmember Ed Marohn
- Councilmember Michelle Ziel-Dingman

Also present:

- Pamela Alexander, Municipal Services Director
- Michael Kirkham, Assistant City Attorney

The Executive Session has been called pursuant to the provision of Idaho Code Section 74-206(1)(c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.

There being no further business, the meeting adjourned at 6:30 p.m.

CITY CLERK

MAYOR

October 25, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting (Joint Meeting with Bonneville County Elected Officials), Tuesday, October 25, 2016, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 5:30 p.m.

There were present:

Councilmember Michelle Ziel-Dingman
Councilmember Barbara Ehardt
Councilmember John B. Radford
Councilmember David M. Smith

Absent:

Mayor Rebecca L. Noah Casper
Councilmember Thomas Hally
Councilmember Ed Marohn

Dana Briggs, Economic Development Coordinator, called the meeting to order at 5:35. Ms. Briggs stated Idaho Department of Commerce has been holding informational presentations through the State. She introduced Randy Shroll, Senior Development Specialist for the Idaho Department of Commerce. Mr. Shroll stated he collaborates with communities throughout the state regarding economic development. After brief comments regarding economic development, he introduced Hope Morrow, Eastern Idaho Regional Economist, Idaho Department of Labor, for the following agenda item:

Idaho Department of Commerce Department of Labor Presentation:

Key Economic Topics include: Population, Employment, Industry, Workforce, Occupations, Wages, and Projections

Ms. Morrow reviewed the following information with general discussion throughout:

- Population change from 2010-2016 – Eastern Idaho has seen a 4% increase, the State of Idaho has seen a 6% increase, and the United States has seen a 5% increase.
- Bonneville Age Break Out for 2010-2016 – the greatest loss has occurred in the 25-29 year old category, while the largest increase has been in the 65-74 year old category.
- Aging in Eastern Idaho – Rural counties have overall decreased, Bonneville County has seen highest growth in the 65+ years old category.
- Total Employment – Rural counties are cumulatively higher than Bonneville County (over the course of the past ten (10) years).
- Unemployment Rates – Bonneville County as of September, 2016 = 3.2%. Eastern Idaho has consistently seen lower unemployment rates than the State of Idaho and the United States over the previous ten (10) years.
- Eastern Idaho Industry Composition – 86% Services, 14% Goods/Production
- Bonneville Industry Growth 2006-2016 (based on percentage) – largest growth in Utilities industry, lowest growth in Professional, Scientific, and Technical Services industry. Idaho was recently ranked 3rd in the nation for year-to-year number of jobs increase.
- Bonneville Industry 2006-2016, 2016 Location Quotient – Crop and Animal Production, Wholesale and Retail Trade, and, Health Care and Social Assistance saw the greatest increase.
- Eastern Idaho Industry 2006-2016, 2016 Location Quotient – Crop and Animal Production and Education Services saw the greatest increase.

October 25, 2016

Labor Shortage: Eastern Idaho Challenge

Migrating Populations + Low Unemployment + Industry Growth = Labor Shortage

- Employment by Major Occupation Group – greatest amount of people are employed in Office and Administrative Support, Sales and Related, Food Preparation and Serving Related, and, Transportation and Material Moving. However, this group (approximately 30,000 people) makes significantly less income.
- Eastern Idaho Average Hourly Earnings – Average Hourly Wage: \$18.96, includes approximately 35% of the Idaho population.
- Percent with Postsecondary Degree and Median Wage by State and Region – Idaho is lowest of mountain west states with 35% of Associates Degree or higher and hourly median wage of \$14.67.
 - Idaho’s highly-skilled workforce is limited, thus attracting firms that do not demand a highly-skilled workforce
 - Idaho may have a limited skilled workforce, but those skills are recognized and companies are willing to pay to attract that talent
- Industry Projections: Goods 2014-2024, total employment projected growth = 19.6%. Construction and Utilities industries are projected to see the largest growth by 2024.
- Industry Projections: Services 2014-2024, total employment project growth = 19.6%. Real Estate/Rental, Financial Activities, and Professional/Business Services industries are projected to see the highest growth by 2024.

Idaho ‘hot jobs’ ranking – criteria based on jobs that are in abundance, have comparatively high pay, and projected to grow quickly.

Eastern/Southeastern Workforce Gap – 2025 Projected Job Growth versus Labor Force Growth = ~6000 person gap

Bonneville Workforce Gap – 2025 Projected Job Growth versus Labor Force Growth = ~2000 person gap

Rural East Workforce Gap – 2025 Projected Job Growth versus Labor Force Growth = ~(998) person

Things to remember:

- Heavily reliant on services: Service industries make up 86% of Eastern Idaho’s economy
- Aging has huge economic affects: Eastern Idaho’s population of 64+ years old continues to grow rapidly
- Workforce Shortage/Gap: Regional planning and cooperation can significantly improve the impact of these issues

There being no further business, the meeting concluded at 6:15 p.m.

CITY CLERK

MAYOR

October 27, 2016

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, October 27, 2016, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Barbara Ehardt
Councilmember John B. Radford
Councilmember David M. Smith
Councilmember Ed Marohn
Councilmember Michelle Ziel-Dingman

Absent:

Councilmember Thomas Hally

Also present:

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

Mayor Casper invited Luke Ruiz, a student at Skyline High School, and Boy Scout Troop #310, to come forward and lead those present in the Pledge of Allegiance.

Mayor Casper requested any public comment not related to items on the agenda. No one appeared.

Consent Agenda Items:

Office of the Mayor requested appointment of Gene Hicks to serve on the Planning and Zoning Commission.

Public Works requested Iona Bonneville Sewer District (IBSD) Sewer Service Area Reduction.

The City Clerk requested approval of Treasurer's Report for the month of September, 2016.

The City Clerk requested approval of minutes from the September 22, 2016 Idaho Falls Power Board Meeting; October 11, 2016 Council Work Session; and October 13, 2016 Council Meeting.

The City Clerk requested approval of license applications, all carrying the required approvals.

It was moved by Councilmember Marohn, seconded by Councilmember Ehardt, to approve all items on the Consent Agenda according to the recommendations presented. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Radford, Smith. Nay – none. Motion carried.

Regular Agenda Items:

Municipal Services

Subject: Bid IF-17-E, Smart Grid Meter Purchase

Idaho Falls Power is requesting authorization to purchase additional meters for the Advanced Metering Infrastructure (AMI) and Smart Grid System from Elster Solutions, LLC in the amount of \$95,950.00.

Councilmember Marohn stated in June 2011, the Council approved a five-year contract, which will expire in December 2016, to purchase smart meters and associated equipment for the Smart Grid System. He indicated

October 27, 2016

additional inventory is now required. The funding for the additional meters is included in the 2016/17 Electric Fund Budget.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to authorize the purchase of additional meters from Elster Solutions, LLC in the amount of \$95,950.00. Roll call as follows: Aye – Councilmembers Smith, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

Bid IF-17-A, Replacement Truck for Idaho Falls Power

It is the recommendation of Idaho Falls Power and Municipal Services Departments to piggyback the General Services Contract #GS-30F-1028G with Altec Industries, Inc. to furnish a Telescopic Articulate Aerial Placer on a 2017 Ford F550, extended cab truck for a total unit price of \$133,433.00.

Councilmember Marohn stated this purchase is budgeted in the 2016/2017 Municipal Equipment Replacement Fund. The purchase is to replace Unit #384, a 2002 GMC truck with a single 45' bucket body that has reached its useful life and will be placed for surplus sale.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to piggyback the General Services Contract #GS-30F-1028G with Altec Industries, Inc. to furnish a Telescopic Articulate Aerial Placer on a 2017 Ford F550, extended cab truck for a total unit price of \$133,433.00. Roll call as follows: Aye – Councilmembers Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

Idaho Falls Airport

Revision #1 - Base Contract Jviation Inc. Apron Expansion, Deicing Pad and Employee Parking Lot Project FAA (Federal Aviation Administration) AIP (Airport Improvement Program) Project No. 3-16-0018-040-2015

For consideration is Revision #1 to the Base Contract between the City of Idaho Falls and Jviation Inc. in the amount of \$121,161.00 for additional construction administration and quality assurance testing services during the Apron Expansion, Deicing Pad and Employee Parking Project.

Councilmember Radford stated the contractor exceeded the deadline which incurred additional expenses to Idaho Falls Airport. These additional expenses will be reimbursed through the FAA Grant Program.

It was moved by Councilmember Radford, seconded by Councilmember Ehardt, to give approval for Revision #1 to the Base Contract with Jviation Inc. in the amount of \$121,161.00, and authorization for the Mayor and City Clerk to sign the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman. Nay – none. Motion carried.

Airport Director Craig Davis stated the additional expenses, which have already been approved through the FAA Improvement Grants, will be received within the next several months.

Fire Department

Agreement with Idaho State University (ISU) on Paramedic Instruction

For consideration is an agreement between the City of Idaho Falls and Idaho State University relating to the Fire Department members assisting the University with instruction and clinical experience for the Paramedic Program.

Councilmember Marohn stated through the agreement, the Fire Department will provide fire and EMS (Emergency Medical Services) personnel as training instructors. This agreement reflects a reimbursement mechanism from ISU

October 27, 2016

and therefore will not affect the Fire Department overtime budget. He believes this agreement demonstrates the Idaho Falls Fire Department leadership in Eastern Idaho.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve the agreement with Idaho State University and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Radford, Smith. Nay – none. Motion carried.

Public Works

Easement Vacation Request – Lot 13, Block 1, Freeway Commercial Plaza

As authorized at the October 13, 2016 Council Meeting, the City Attorney has prepared the documents to vacate the utility easement at Lot 13, Block 1, Freeway Commercial Plaza in order to make better use of the property.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve the Ordinance vacating Lot 13, Block 1, Freeway Commercial Plaza, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Radford, Smith, Dingman. Nay – none. Motion carried.

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

ORDINANCE NO. 3097

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF AN EASEMENT LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENT SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Easement Vacation Request – Lot 1, Block 18, St. Clair Estates Division 13

The property owner at 1941 Madison Avenue, which is the northwest corner of Potomac Way and Madison Avenue, also known as St Clair Estates, Division 13, Lot 1, Block 18, has requested the vacation of a utility easement in order to make better use of the property.

Councilmember Ehardt stated there are no concerns with the utility services.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to give authorization for the City Attorney to prepare documents needed to accomplish the vacation of Lot 1, Block 18, St. Clair Estates Division No. 13. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Ehardt. Nay – none. Motion carried.

Request to Negotiate Professional Services with Keller Associates to design the Well House for Well 18

Proposals were solicited, received, and evaluated for design services for the Well House for Well 18. Based upon those evaluations, Public Works recommends selecting Keller Associates to perform design services, and is requesting authorization to negotiate a scope of work and fee structure.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to authorize Public Works to negotiate a scope of work and fee structure with Keller Associates for the Well House for Well 18. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman. Nay – none. Motion carried.

October 27, 2016

Request to Negotiate Professional Services with HDR to design the 12th Street Bridge Replacement over the Idaho Canal

Proposals were solicited, received, and evaluated for design services for the replacement structure of the 12th Street Bridge over the Idaho Canal. Based upon those evaluations, Public Works recommends selecting HDR to perform design services, and is requesting authorization to negotiate a scope of work and fee structure.

Public Works Director Chris Fredericksen stated this particular bridge is in the Federal Aid Program. Design funding is currently available with any remaining construction funding to be available in 2019. He stated the design services for the structure needs coordinated when there is no water in the canal. He indicated there is an inspection process for every structure which expands over 20 feet which is then rated and analyzed for a sufficiency rating. According to the sufficiency rating, this bridge has structural needs which requires replacement.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to authorize Public Works to negotiate a scope of work and fee structure with HDR for the 12th Street bridge replacement over the Idaho Canal. Roll call as follows: Aye – Councilmembers Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

Community Development Services

Final Plat and Reasoned Statement of Relevant Criteria and Standards, Park Place Division No. 3

For consideration is a request for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Park Place Division No. 3. The Planning and Zoning Commission considered this item at its October 4, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Dingman stated this Final Plat includes 18 single-family lots on approximately six (6) acres.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to accept the Final Plat for Park Place Division No. 3, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Smith, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Park Place Division No. 3, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Ehardt, Radford. Nay – none. Motion carried.

Public Hearing – Annexation and Initial Zoning of R-1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, Prestwich Country Estates Division No. 1

For consideration is a request for Annexation and Initial Zoning of R-1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, Prestwich Country Estates Division No. 1. This is a Category A, City-initiated annexation. The Planning and Zoning Commission considered this item at its August 2, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Mayor Casper briefly reviewed the public hearing guidelines and decorum for any public comments. She opened the public hearing and ordered all staff presentation and materials be entered into the record.

Community Development Services Director Brad Cramer appeared and briefly reviewed the process for Category A Annexations with regard to State statutes, indicating cities ‘may’ hold a public hearing. He believes a public hearing seemed appropriate for this item to allow any concerns and public dialogue.

October 27, 2016

Director Cramer presented the following information:

Slide 1- Area under consideration in surrounding zones

Slide 2- Comprehensive Plan Future Land Use Map

Slide 3- Aerial photo of property under consideration

Slide 4- Additional aerial photo of property under consideration

Director Cramer stated this property is a clear-cut example of Category A Annexation. He indicated the property was platted in 1972, which included a development agreement to provide sewer and water services from the City. There was no specific agreement within the development agreement that this property would have to be annexed once it became contiguous. However, within the recitals of the agreement it was very clear the developer intended to annex the property once it was eligible for annexation. Several properties, from the 1970's, had agreements indicating annexation would occur once eligible, although Director Cramer believes those original agreements were signed by previous property owners. In 1978, this property became contiguous to the City and at that time the majority of the property owners approached the City for annexation. He stated there are no further records indicating any annexation action. The property became enclaved by other City development/annexed areas in 2001. In 2003 the City initiated the annexation process but due to a variety of reasons, the annexation was discontinued. He indicated all properties within the subdivision are currently served with City sewer and water although the power source is served by Rocky Mountain Power. Director Cramer once again stated Category A, No. 2, in Idaho Code is very specific to this particular property. He reviewed the Legislative Intent with regard to services such as tax-supported services, which includes the City owned and maintained park adjacent to the property, and fee-supported services, which includes water, sewer, and Rocky Mountain Power.

Slide 5- Final Plat of property under consideration

Slide 6- Preliminary Plat of property under consideration

Slide 7- Photo looking along Merlin Drive

Slide 8- Photo looking south along Merlin Drive

Director Cramer stated there are no sidewalks as with a typical City subdivision and at this time there is no indication or any requirement for sidewalks.

Slide 9- Photo looking along Charla Drive

Slide 10- Photo looking down Nina Drive

Slide 11- Photo looking at Mel Erickson Park

Slide 12- Photo of east side of Prestwich Country Estates adjacent to Mel Erickson Park

Slide 13- Photo looking east along Sunnyside

Slide 14- Photo looking west along Sunnyside

Director Cramer stated any current legal land uses within this zone will be continued as indicated in the Reasoned Statements of Relevant Criteria and Standards. He, on behalf of the staff, expressed his appreciation to the neighbors and residents within the subdivision. He stated by constitutionality, Idaho law allows this type of annexation and indicated there is concern for the fee-supported service of power but reiterated the power source is not part of annexation determination. He indicated the varying types of services within the same location is not usual.

Mayor Casper requested any public comment.

Scott Miller, 3233 Nina Drive, appeared. Mr. Miller indicated from the initial meeting with the Planning and Zoning Commission, this item was more about efficiency versus money although he now believes it is about the money. He stated he should not be taxed unless he is allowed to vote in the City's elections. He believes there is a Constitutional issue and forced annexation would violate principals of equal protection. He stated the input of the residents have been ignored and this annexation only involves the elected representatives of Idaho Falls who are imposing regulations and laws without consent. He adamantly opposes the power to impose higher property taxes and does not want his property de-valued by City taxes piggybacked onto the current costly power source. He does not want to be a resident of Idaho Falls. A forced annexation would not represent his interests.

October 27, 2016

Delwin Roberts, 3232 Merlin Drive, appeared. Mr. Roberts stated the issue has always been about the power source in the subdivision. He indicated the taxes will increase by approximately 60% with this annexation and believes the tax increase could be absorbed with the resolved power issue. He stated the residents believe the annexation is premature due to no current allocation agreement with Idaho Falls Power which is an issue with the fee-supported service. He requested this item be tabled until the power issue is resolved.

Ken Merrill, 3170 Merlin Drive, appeared. Mr. Merrill stated he has been a 40-year resident on Merlin Drive and expressed his appreciation for the City services. He also expressed his appreciation for the professional discussions with Director Cramer and Mr. Fife. He requested the annexation be set aside until the power issue can be addressed as he is concerned for any fees that may be incurred to the residents. He also prefers the residents be involved in discussions regarding an allocation agreement.

Kim Hoffenbacker, 1762 Charla Drive, appeared. Ms. Hoffenbacker stated she purchased her home 12 years ago due to the property being on the edge of town with minimal development. She also stated she did not sign any annexation agreement. She expressed her concern for her limited military income and any other unknown issues, including the power source.

Shirley Rosen, 3202 Merlin Drive, appeared. Ms. Rosen stated this process have given her a better exposure to the long-term vision of Idaho Falls and appreciates the citizen involvement. She expressed her concern for clarity due to the grandfathering of the existing County zone as there is no real mention of the zoning in the ordinance.

Mr. Fife stated if there is a pre-existing non-confirming use (grandfather), the non-confirming use can continue in perpetuity as long as there is no substantial interruption in use or the use does not change or intensify. Therefore, there is no need for the pre-existing use to be included in Ordinance as the use is already legally protected.

Councilmember Ehardt questioned the reason behind the annexation. Director Cramer reiterated the tax equity/inequity, and the efficiency of allocation of tax dollars, including Police and Sheriff services. He stated this item would also fulfill development agreements which have occurred over the course of the previous 44 years but were not recorded on a County level. Brief discussion followed regarding the method for enclaving parcels in other cities.

Councilmember Dingman confirmed with Director Cramer the only entrance/exit to the subdivision is Sunnyside Road, which is maintained by the City.

Mr. Fife reiterated the purposes of annexation. He stated the incumbent service provider retains customers although there is allowance for a City to make side agreements with such providers. He recommended the Councilmembers decision for annexation should not take into account any allocation agreement with Rocky Mountain Power.

At the request of Councilmember Ehardt, Director Cramer stated a delay for annexation may allow comfort for the residents but would not change the legal annexation purpose.

Idaho Falls Power Director Jackie Flowers reviewed documentation from June 2015, which requested an amendment to the existing allocation agreement. She indicated the allocation agreement was put into place in 2005 with a ten (10)-year term. Other conversations with Rocky Mountain Power were simultaneously occurring. She stated there are no restrictions in City Code or State Law which require property owners to change providers once annexed. The language from Rocky Mountain Power states upon annexation the property owner must submit a request of interest to the City for verification of annexation and capacity to serve.

Mayor Casper closed the public hearing.

After further brief comments, it was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Ordinance annexing Prestwich Country Estates Division No. 1, under the suspension of the rules

October 27, 2016

requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Smith, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

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

ORDINANCE NO. 3098

AN ORDINANCE ANNEXING APPROXIMATELY 12.30 ACRES LOCATED NORTH AND ADJACENT TO SUNNYSIDE ROAD, EAST OF WOODRUFF AVENUE AND WEST OF HITT ROAD TO THE CITY OF IDAHO FALLS AS DESCRIBED IN SECTION 1; 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.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for Prestwich Country Estates Division No. 1, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Ordinance assigning a Comprehensive Plan Designation of Low Density and establishing the initial zoning for Prestwich Country Estates Division No. 1 as R-1 (Single-Family Residential), under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary, 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. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Dingman. Nay – none. Motion carried.

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

ORDINANCE NO. 3099

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 12.30 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R-1 Residence Zone for Prestwich Country Estates Division No. 1, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman. Nay – none. Motion carried.

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Ehardt, that the meeting adjourn at 9:05 p.m. which motion passed following a unanimous vote.

CITY CLERK

MAYOR

REGULAR AGENDA:



IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council
FROM: Municipal Services Department
DATE: November 4, 2016
RE: Bid IF-17-03, Automated Side Load Refuse Trucks

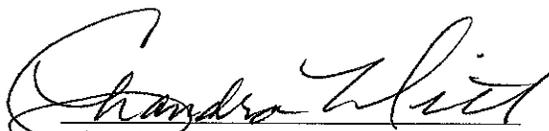
Attached is the tabulation for the above subject bid. It is the recommendation of Public Works and Municipal Services Departments to:

1. Reject the low bid from Idaho Falls Peterbilt – 2A) for not meeting bid specifications. Attachment A provides the responses from Public Works for the rejection of bid line items 9, 24 and 38.
2. Recommendation for City Council to accept the lowest responsive, responsible bid from Idaho Falls Peterbilt – 2B) to furnish two (2) automated side load refuse trucks for a lump sum amount of \$509,780.00 with trade-in values of units #7016 and #7018.

Units #7016 and 7018 are 2011 Freightliners with 20-yard rear hand loaders. These trucks are being purchased to implement phase II of the residential auto-load collection program. Funding to purchase the two automated side loaders is budgeted in the 2016/17 Municipal Equipment Replacement Fund.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

City of Idaho Falls

P. O. BOX 50220

IDAHO FALLS, IDAHO 83405

PHONE: (208) 612-8433

FAX: (208) 612-8536

Office of Purchasing Agent

Opening Date: October 19, 2016

TABULATION BID IF-17-03

Two (2) New 2017 Automated Side Load Refuse Container Body, Minimum 31 Cubic Yard Mounted on Two (2) New 2017 Cab and Chassis (CIF Units #7016 and #7018)

BIDDER	1) Western Systems Spokane Valley, WA	2A) Idaho Falls Peterbilt Idaho Falls, ID	2B) Idaho Falls Peterbilt Idaho Falls, ID
REFUSE CONTAINER BODY	NO BID		
Manufacturer		New Way	Labrie
Model		Sidewinder 31 Year ASL	Automizer
Year		2017	2016
CAB AND CHASSIS			
Manufacturer		Peterbilt	Peterbilt
Model		320	320
Year		2017	2017
Delivery Time of Complete Unit		180 to 240 Days ARO	180 to 240 Days ARO
Price Per Each Without Trade-Ins		\$265,814.30	\$273,390.00
Extended Price Without Trade-ins		\$531,628.60	\$546,780.00
Trade-in Allowance #7016		\$18,500.00	\$18,500.00
Trade-in Allowance #7018		\$18,500.00	\$18,500.00
TOTAL PRICE WITH TRADE-INS		\$494,628.60	\$509,780.00
Sub-Bidder Container Refuse Body		Solid Waste Systems	Solid Waste System

Bid IF-17-03

Attachment "A"

Reasons for Rejection of Bid Items

Line Item #9) Total body height above truck frame shall not exceed 103".

Exception – 108"

We believe it to be a safety issue with the truck exceeding our current auto load fleets height in regards to overhead obstructions, i.e. trees, power lines, etc.

Line Item #24) Hopper capacity shall be a minimum of 6.5 cubic yards.

Exception – 6 yards

By having a smaller hopper and not allowing for larger volume collection in the hopper it is our belief that this will lower current productivity.

Line Item #38) The packer shall have automatic cycling capability with a maximum cycle time of 14 seconds at 1,200 rpm.

Exception – 20 seconds

We believe that the truck cycling slower by 6 seconds will lower current productivity and allow less volume to be collected on the truck by load.

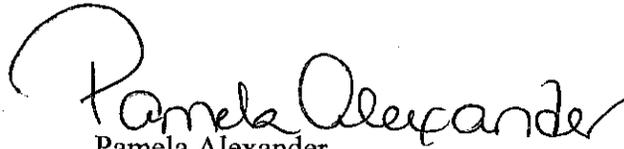


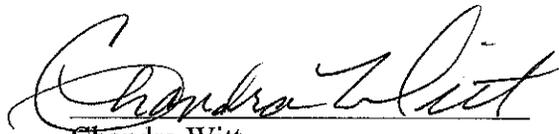
MEMORANDUM

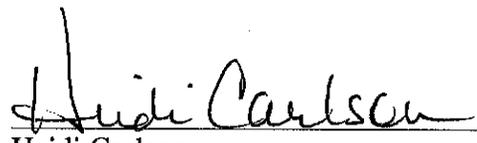
TO: Mayor and City Council
FROM: Municipal Services Department
DATE: November 4, 2016
RE: Bid IF-17-C, Idaho Falls Power Console for Dispatch Control Room

It is the recommendation of Idaho Falls Power and the Municipal Services Departments to piggyback the General Services Administration (GSA) Contract #GS-28F-0036M with Evans Consoles in the amount of \$60,343.55. The supplier will furnish and install the required consoles for the dispatch control room at Idaho Falls Power. The funding source for this project will be from the 2016/2017 Idaho Falls Power budget.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent



PRICE QUOTATION

Idaho Falls Power

Project Name: Idaho Falls Power - Control Room
Project Location: Idaho Falls, Idaho, United States
Project Number: 16-5469 Phase 1 Revision 2
Issue Date: November 2, 2016

Table with 5 columns: Products, Code, Unit Price, Qty, Extended Price. Rows include Dispatch 1 & 2 - Console, Millwork Type A, Logistics (Packaging, Freight, Install), and Project Total (USD, All Sales Taxes Excluded) 60,343.55.

Note: Products on GSA Schedule are marked as 'G'. Items without a 'G' are open market items. GSA Contract No: GS-28F-0036M; Effective until June 13, 2017.

Freight INCO Terms: FOB Origin to Idaho Falls, Idaho, United States

Payment Terms: 100% due upon Shipment of Work, NET 30

Quote is NOT valid without the Evans Terms & Conditions document. Quote validity period is 90 days for product (only). See Evans Terms & Conditions document for more details. Evans accepts all major credit cards subject to service fees.

P.O. #: _____ Accept Evans Terms and Conditions

Accepted by: _____ Date: _____



PROJECT DETAILS

Shipment A	
Includes all product	
Packaging	Price
Blanket Wrapped	Included
Freight	
Shipment by Truck (LTL) to [Idaho Falls] Evans Offload Transit Time: 10 Days	5,978.60
Install	
Evans Installation G * assumes install happens at the same time as the flooring installation. * regular business hours install * non-Union labor * all cable access points pre-determined prior to installation * The client must identify and provide a POC (point of contact) responsible for decision making or whom will have access to a person of authority for the duration of the scheduled installation activity. The appointed POC must ensure that either he/she or the authorized representative will be available upon completion of the installation activity to sign off the Evans PCR (Project Completion Report) * Failure to provide such a contact assumes the activity as reported has been accepted. ** Assumes that site preparedness has been met in accordance with the attached contract terms and conditions.	4,750.00



BILL OF MATERIALS

Dispatch 1 & 2 - Console						
Response - Qty: 1						
	Part Number	Description	Measure	Unit Price	Qty	Extended Price
PRODUCT STRUCTURE						
1	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included	1	Included
2	RSP-RD-B	Base Reduced Depth Console	Units	602.92 G	23.5	14,168.62
3	RSP-CM	Corner module (0° to 45°)	Each	663.13 G	4	2,652.52
4	RSP-RD-EP-NA	Reduced Depth end panel without accent	Each	342.02 G	2	684.04
5	CO-WS	HPL Worksurface with Ergonomic PVC Edge	Units	129.61 G	31.5	4,082.72
6	CO-WS-UFE	Upgrade Worksurface Edge to Ergonomic Soft Urethane	Units	52.68 G	25	1,317.00
7	CO-WLS-LC-HD-2	Two heavy duty Lift Columns with control equipment; Main Platform; Includes worksurface support cage	Each	1,550.36 G	2	3,100.72
8	CO-WLS-CSTS	Contact safety tape switch option for main platform	Units	78.61 G	12	943.32
9	CO-SW-S-2T	Double Tier Slatwall system	Units	240.83 G	31.5	7,586.15
10	CO-AM-US-OA	Undercounter Storage - Open Adjustable Shelves	Units	412.00	4	1,648.00
EQUIPMENT/ACCESSORIES						
11	CO-ESS-BFS	Base Fixed Shelf	Each	166.41 G	9	1,497.69
12	CO-PB-NA-6-6	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 6' power cord, CSA/UL	Each	82.79 G	11	910.69
13	CO-PB-NA-8-15	North America Power Bar with mounting bracket; 120V/15A, 8 outlets, 15' power cord, CSA/UL	Each	125.43 G	2	250.86
14	CO-PDO-SW-AZ	Axil Z Slatwall Power Unit; 2 AC, 2 Configurable Data Ports	Each	213.24 G	4	852.96
15	CO-MA-E-SW-DT	Slatwall mounted Double Tier Monitor Arm by Evans (max 40 lbs. (18.1 kg) per arm)	Each	397.21 G	7	2,780.47
16	CO-PL-H-3X2	PowerLinc Hub; 3cct x 2, 5-20R	Each	320.27 G	2	640.54
17	CO-PL-JB-3R	PowerLinc Junction Box (3R)	Each	154.70 G	2	309.40
Sub-Total						43,425.70

Millwork Type A						
Millwork - Qty: 1						
	Part Number	Description	Measure	Unit Price	Qty	Extended Price
PRODUCT STRUCTURE						
18	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included	1	Included
19	MLW-MB-EP	Millwork Base End Panel	Each	360.00	2	720.00
20	MLW-MB-MP-RH	Millwork Base Modesty Panel; Reduced height	Units	26.00	22	572.00
21	CO-WS	HPL Worksurface with Ergonomic PVC Edge	Units	129.61 G	22	2,851.42
22	CO-WS-UFE	Upgrade Worksurface Edge to Ergonomic Soft Urethane	Units	52.68 G	22	1,158.96
EQUIPMENT/ACCESSORIES						
23	CO-WBT-4	Wire Basket Tray; 4" (102mm) wide	Units	9.75	22	214.50
24	CO-PB-NA-6-6	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 6' power cord, CSA/UL	Each	82.79 G	6	496.74
25	CO-GR-C-RE-2X3	Rectangular Cable Grommet; 2" x 3" (51mm x 76mm)	Each	25.09 G	7	175.63
Sub-Total						6,189.25

The following standard terms and conditions apply to the attached quotation (the "Quotation"), unless expressly stated otherwise in the Quotation provided by Evans Consoles Corporation and/ or Evans Consoles Incorporated (collectively, "Evans") to the purchaser (the "Buyer") of the products and/or services (the "Work").

1.0 Quotation

- 1.1 Unless otherwise stated, the Quotation prices are valid for ninety (90) days and freight and Installation prices are valid for thirty (30) days from the date of the Quotation.
- 1.2 The prices in the Quotation are valid for Work shipped or completed within twelve (12) months from the date of the confirmed order (the "Purchase Order"). Evans reserves the right to revise or adjust pricing, in their sole discretion, on orders not shipped or completed within the twelve (12) month period. Requests to defer the installation service beyond six (6) months from product shipment are subject to a revised installation Quotation.

2.0 Price and Payment

- 2.1 Except as otherwise agreed in writing by the parties, the prices of the Work shall be paid as per the following payment terms:
 - Thirty percent (30%) net thirty (30) due upon Sign Off, as herein defined, two percent (2%) net fifteen (15);
 - Sixty percent (60%) net thirty (30) upon shipment of Work, two percent (2%) net fifteen (15);
 - Ten percent (10%) net thirty (30) after installation of Work, two percent (2%) net fifteen (15); and
 - One point five percent (1.5%) late payment penalty shall be applied per calendar month per payment if payment not received within 30 days of invoice issuance.
- 2.2 For Purchase Orders which require the Work to be shipped and or installed outside of Canada or the United States, credit approval from a third party agency previously approved by Evans must be obtained and provided in a form satisfactory to Evans in their sole discretion. Payment must be provided through an irrevocable letter of credit (the "ILC"). The terms of the ILC shall be:
 - The ILC shall be in the English language and all supporting or related documents requiring execution shall also be in English;
 - The ILC shall be drawn on the Bank of Montreal or an affiliated bank in the currency stated in the Quotation;
 - The expiry of the ILC must extend at least six (6) months past the installation or shipping date set out in the Quotation, whichever is later; and
 - All documents requiring execution relating to the ILC must be within the control of Evans or produced by Evans, such as the bill of lading, commercial invoice, certificate of origin, statement of compliance to product specification.
- 2.3 The Quotation price includes all transportation, carriage and insurance from Evans' manufacturing facility to the designated place for delivery specified in the Quotation.
- 2.4 Any specific or extra shipping or insurance requirements of the Buyer must be disclosed prior to the issuance of the Purchase Order, and may result in an amendment to the Quotation to consider any additional costs incurred.
- 2.5 Unless stated otherwise, sales taxes are not included in the Quotation price. For shipments within the United States or Canada Evans is required by law to collect the appropriate provincial, state and municipal State sales and use taxes at the time of invoice, for the products supplied, Evans will require a certificate of tax exemption prior to the time of invoicing if applicable to this procurement. For shipments outside of the United States or Canada, payment of importation fees and customs clearance, duties, sales taxes or any other taxes at the shipping destination are the sole responsibility of the Buyer.

3.0 Scheduling

- 3.1 Evans will not begin the procurement of materials for the Work, or fabrication until the Buyer has paid the payment set out in 2.1.1., and provided acceptance of the signed off drawings, in writing, authorizing Evans to proceed with fabrication of the Work. This milestone is referred to as the "Sign Off".
- 3.2 Evans will establish a formal project schedule, based on dates mutually agreeable to the Buyer and Evans, to ensure a timely delivery the Work after receipt of the Purchase Order and Sign Off. The project size, scope and shipping destination will affect the project schedule.

4.0 Packing

- 4.1 For shipments to the United States or Canada, the Quotation includes packaging suitable for dedicated air-ride moving van shipment. Components such as panels, work surfaces and baseboards may be packaged separately. The console framework will be segmented into convenient lengths for handling.
- 4.2 At the Buyer's request, Evans can supply rugged crating for general freight, ocean freight, air freight or less than truckload (LTL) shipment at an additional charge. All projects requiring crating will be quoted and furnished with Evans standard frame crates (plywood on bottom only) unless noted otherwise. If alternate crating requirements are requested after the Purchase Order has been issued, Evans will provide a revised Quotation or change order for any additional services.

5.0 Shipment and Storage

- 5.1 The shipping price is valid only for the shipment of the Work described in the Quotation, based upon single shipping activity unless noted otherwise. If the Buyer requests additional shipments, expedited shipments or off-site storage of the products, Evans will provide a revised Quotation or change order for the additional services.
- 5.2 Evans follows the international trade terms under INCOTERMS 2010.
- 5.3 When Evans is responsible for shipping the Work, unless otherwise stated, the shipping terms shall be CIP (carriage, insurance paid to) named destination point. Title and risk shall pass to the Buyer when the Work delivered to the carrier by.
- 5.4 If damage occurs during shipment, these damages must be identified and Evans notified within forty-eight (48) hours of delivery. In the case of an ocean shipment, the damaged goods must be set aside for a formal marine survey and it must be noted whether or not the container's seal was intact upon arrival at the destination. The surveyor shall determine where the damages occurred and assign liability to the appropriate party. The carrier has the right to take physical possession of the Work against which damages are being claimed. If the carrier is assessed a financial sum for the damaged product, they have the right to sell the damaged Work for salvage.
- 5.5 For deliveries within the United States or Canada a single offloading activity is included in the Quotation. The Quotation is based upon clean and clear access from the point of unloading to the room of rest. For international deliveries, container unloading is not included in the Quotation.
- 5.6 If the Buyer is responsible for shipping the Work, the shipping term will be ex works (named place of delivery) as defined in Incoterms 2010. Evans will place the Work on Evans' loading dock, suitably packaged for export shipment. The Buyer shall communicate to Evans the method of transport to ensure the packaging is appropriate, subject to the shipping provisions contained herein. Title passes to the Buyer when the Work is removed from Evans' dock and the Buyer or their representative carrier, signs the bill of lading. The Buyer is responsible for damages during loading, transport or off-loading.

- 5.7 The Work is designed for Indoor control room environments with temperature and humidity control. Evans requires, in circumstances where any Work is to be stored by Buyer, that Work, including the Work contained in crates or shipping materials, be housed in indoor warehouse conditions maintaining a constant temperature range between fifteen to twenty-five (15 to 25) degrees Celsius or sixty to seventy (60-75) degrees Fahrenheit and between forty-five to fifty-five percent (45 to 55%) humidity range. Adequate temperature control and ventilation must be provided during storage and handling to protect the Work from extreme climate fluctuations. Evans will not replace under warranty, nor will it be deemed a breach of any representation or warranty regarding the quality of the Work, any Work damaged by improper or negligent storage conditions, or conditions which do not meet the standards outlined herein at the sole discretion of Evans.
- 6.0 Site Preparation and Installation**
- 6.1 The Buyer shall make the destination and/ or project site (the "Site") clean, clear, and prepared for the installation or delivery of the Work upon the agreed delivery date. For installation, all flooring, carpeting, walls, painting, and electrical construction that could in any way effect or impact the installation of the Work must be complete.
- 6.2 The Buyer shall appoint a representative who will be available at the Site to direct Evans Installation team regarding security, site safety and Work placement.
- 6.3 The price for the installation of the Work contained in the Quotation is firm and fixed for a single installation visit for the Work at a non-union Site for affiliated furniture systems installers. If the Buyer requests union labor for off-loading or installation after a Purchase Order has been accepted, all additional costs will be the responsibility of the Buyer. Unless otherwise agreed, the installation price contained in the Quotation is based upon a single installation of the Work during weekday, regular work hours. Evening or weekend installation activities may be subject to additional charges to the Buyer.
- 6.4 Multiple installation activities, additional time required for unscheduled safety training sessions or drug testing, Work requiring relocation by Evans at the Site or general delays caused by Site conditions not being prepared for the Work will be an additional charge to the Buyer.
- 6.5 All installations of the Work must be performed by an authorized Evans Representative or an Evans' certified dealer (collectively the "Installer"). For Purchase Orders made excluding installation services, it is understood that Evans products are customized and do not come with installation or assembly manuals. If the Buyer wishes to purchase the Work contained herein without installation services provided by Evans, they shall execute an installation waiver in favor of Evans. If the Buyer is a dealer not certified by Evans to act as an installer, the Buyer is required to use an Installer.
- 7.0 Changes**
- 7.1 The parties may, by written or electronic notification, request changes to the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Work, reschedule the installation, or require additional or diminished Work (the "Changes").
- 7.2 All Changes requested must be agreed to in writing by both parties, otherwise they are unenforceable. Only an authorized representative of Evans may issue Changes to the Purchase Order. If any Change causes an increase or decrease in the price of, or the time required for, performing the Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates or both, and Evans will provide a revised Quotation or change order for the adjustment.
- 8.0 Buyer Acceptance**
- 8.1 Upon completion of the installation, the Buyer shall arrange for a representative to receive a product demonstration and training on the operation and maintenance of the installed Work.
- 8.2 Upon completion of the installation of the Work, a report will be produced by the Installer and will be executed by the Buyer's representative signifying acceptance of the installed Work subject to the resolution of any damaged or deficient items. If the installation is not substantially completed, the final acceptance will be delayed until the resolution of all identified deficient or damaged items is complete. Signed acceptance including a punch list of any noted deficiencies and/or damages must be reported back to Evans corporate office with 48 hours of installation completion. All installers must provide a signed acceptance from the Buyer to Evans.
- 9.0 Evans Warranty**
- 9.1 Unless otherwise stated in the Quotation, Evans warrants that all the Work will be free from defects in materials and workmanship from the date of purchase. Terms of the warranty are as follows:
- LIFETIME WARRANTY on all fixed structural frame components;
 - LIFETIME WARRANTY on all static exterior panels and work surface components parts; with 5 years for labor;
 - LIFETIME WARRANTY on all adjustable, sliding or hinged mechanisms or parts; with 5 years for labor;
 - OEM (original equipment manufacturer) warranty on all buyouts, and 5 years on all Evans branded E-accessory products (unless specifically defined by product line);
 - 5 YEAR WARRANTY on electrical actuated lift columns;
 - 3 YEAR PRODUCT WARRANTY on Evans' PowerLinc™ system; and
 - 3 YEAR PRODUCT WARRANTY on Evans' EnviroLinc™ system.
- 9.2 The warranty period will begin on the date the Work receives final acceptance from the Buyer at the Site. Notification of any defect or failure must be delivered in writing to Evans within the applicable warranty period. In the event that a written notice of a warranty claim is not delivered to Evans prior to the expiration of the relevant warranty period, Evans shall not be obligated to provide any warranty to the Work.
- 9.3 At Evans option, products will be repaired at the Site or, if deemed necessary, will be returned to Evans, with Evans being responsible for shipping and handling charges and insuring the shipment. Evans will return the repaired or replacement products to the Buyer via prepaid freight. If Evans does not accept a notice of defect or failure based on their sole discretion that the defect or failure was caused by causes or situations outlined in section 9.5 below, the decision is binding and final upon the Buyer.
- 9.4 The warranty periods shall not be extended or modified due to any warranty claims, repairs or replacements made under this section 9.
- 9.5 This warranty does not cover damage due to external causes, including accident, abuse, problems with electrical power, improper application and misuse, installation by parties other than installers, alterations, improper storage, servicing unauthorized by Evans, neglect, problems caused by the use of parts and components not supplied by Evans, or the effects of normal wear and tear.
- 9.6 The warranty on Evans Urethane Ergonomic Waterfall Nosing is void and unenforceable if any ammonia based cleaners are used on the Work.
- 9.7 This warranty does not cover any consumable items such as, but not limited to, light bulbs, filters, and any third party software.
- 9.8 The provision of installation labor is at the sole discretion of Evans, and is excluded on all buy-out products that are not directly incorporated into the design/manufacture of Evans' custom-fabricated products.
- 9.9 Rights and benefits of this section 9 are given solely to the original Buyer of the Work and may not be transferred or assigned to a third party without the prior written consent of Evans.
- 10.0 Confidentiality**
- 10.1 The Buyer agrees to maintain confidentiality with regard to secret, confidential, and proprietary information, as well as all trade secrets and intellectual property disclosed or developed by Evans in connection with the Work or the Purchase Order, and shall require the similar undertaking from any employees, subcontractors, representatives or agents. Any drawings, plans and data, furnished by Evans to the Buyer and all related technical and commercial information that the Buyer may receive in the course of the Purchase Order and the Work, shall be confidential and shall not be used for any purpose other than performing this contract. Such

confidential information shall not be reproduced or copied by the Buyer without Evans written consent and shall remain the sole property of Evans, even upon completion of the Work and Purchase Order.

11.0 Jurisdiction

11.1 All Purchase Orders entered by a Buyer residing primarily, or having head offices, in the United States, regardless of its place of negotiation, execution, or performance, shall be governed by and subject to the laws of the Commonwealth of Virginia and exclusive jurisdiction of the state courts of Fairfax County, Virginia and the United States District Court for the Eastern District of Virginia, Alexandria Division, as appropriate, shall have exclusive jurisdiction regarding any related disputes.

11.2 All Purchase Orders entered by a Buyer residing primarily, or having head offices, in Canada or any other country internationally, regardless of its place of negotiation, execution, or performance, shall be governed by and subject to the laws of the Province of Alberta and of Canada applicable therein, and exclusive jurisdiction of the courts of Calgary, Alberta, as appropriate, shall have exclusive jurisdiction regarding any related disputes.

12.0 Limitation of Liability

12.1 The parties agree to indemnify and hold harmless the other party from any and all claims for damage, loss, injury or expense, including reasonable attorney fees, to any property or persons, arising out of, or in any way incidental to the negligent performance of their respective obligations under the Purchase Order or by anyone for whom they are in law responsible.

12.2 Evans does not provide professional architectural, electrical engineering, mechanical engineering or structural engineering services. Evans shall be held harmless for such work based on design recommendations provided by the Buyer or Buyer's representatives during the course of the Purchase Order.

12.3 EVANS IS NOT LIABLE FOR ANY LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) EVEN IF ADVISED, OR OTHERWISE AWARE, OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE EXCLUSION OF SUCH DAMAGES IS INDEPENDENT OF, AND WILL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS AND CONDITIONS. IN NO EVENT SHALL EVANS' LIABILITY EXCEED THE VALUE OF THE PURCHASE ORDER.

13.0 Force Majeure

13.1 If, by reason of a force majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under the Purchase Order, then such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable period of time. Upon such notice, the obligations of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the event then claimed, and such party shall endeavor to remove or overcome such inability with all reasonable diligence. The term force majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, insurrection, riots, epidemics, landslides, lightning storms, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, or any other causes not reasonable within the control of the party claiming the force majeure.

13.2 Each party shall take all commercially reasonable steps to mitigate any loss or damages as a result of the force majeure.

13.3 The Buyer shall pay for the portion of the Work completed and/or delivered up until the point of delay by force majeure.

14.0 Termination

14.1 If the Buyer is in material breach of the Purchase Order and fails to remedy the breach within 10 days of written notice of the breach, Evans may terminate this Purchase Order at their sole discretion. If the material breach continues, Evans may terminate this Purchase Order and Buyer will be responsible for any costs incurred by Evans

in their performance under the Purchase Order to the date of termination.

14.2 The solvent party may terminate this Purchase Order upon written notice if the other party commits an act of insolvency or the Buyer is unable to produce satisfactory evidence of solvency at the request of Evans.

15.0 Waiver

15.1 The failure of either party to enforce at any time any of the provisions of the Purchase Order will not be construed to be a continuing waiver of those provisions, nor will any such failure prejudice the right of the party to take any action in the future to enforce any provision.

16.0 Survival & Severability

16.1 All provisions of these terms and conditions which by their nature should apply beyond its term will remain in force after any termination or expiration of the Purchase Order, including but not limited to sections 9, 10, 11, 12, 15 and 17.

16.2 If any provision of these terms and conditions are held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision will be severed from these terms and conditions and the Purchase Order and the remaining provisions will remain in full force and effect.

17.0 TAXES AND DUTIES -- ONLY APPLICABLE FOR U.S. ORDERS

17.1 Evans is required by US Federal law to provide a federal tax identification number on all shipments delivered within the United States of America. This information must be included in the Purchase Order prior to shipment of any Work.

17.2 Notwithstanding anything to the contrary contained in the Quotation, the Buyer and Evans acknowledge and agree that as of the date of the Quotation that no duties, levies, import charges or assessments are levied or assessed by the Government of the United States of America on the importation of the goods and services described in the Quotation into the United States of America and accordingly, the price does not include any duties, levies, import charges or assessments levied or imposed by the Government of the United States of America upon the importation of the goods or services described in the Quotation. Any such duties, levies, import charges or assessments as are levied or imposed at any time hereafter by the Government of the United States of America upon the importation into the United States of America of the Work shall be paid by in whole by the Buyer. If such duties, levies, import charges or assessments are paid by Evans, they shall be reimbursed by the Buyer to Evans upon invoice thereof. The price set forth in the Quotation for the Work includes all transportation, carriage and insurance from Evans' manufacturing facility in Calgary, Alberta, Canada to the designated place or places for delivery specified in the Quotation.

rev. February 20, 2014



MEMORANDUM

TO: Mayor and City Council
FROM: Municipal Services Department
DATE: November 4, 2016
RE: Write-Off of Unpaid Ambulance Service Accounts

Municipal Services and the Fire Department respectfully requests authorization to write-off ambulance service accounts determined as uncollectible for the calendar years of 2009, 2010, 2011, 2012 and a portion of 2013 in the amount of \$1,302,221.43 pursuant to the ambulance account review and management presentation to City Council on October 24, 2016.

The total of \$1,302,221.43, consists of \$546,344.60 for Medicare and Medicaid contractual allowable write-offs and \$755,876.83 for accounts determined as uncollectible by the City's two collection agencies and subsequent review by the ambulance account review and management committee.

Municipal Services, along with the Fire Department, Idaho Falls Power, Public Works and Legal created a City Service Delivery Account Write-Off Policy to document best practices and process for requesting City Council to review and approve writing off uncollectible accounts. In coordination with the City Department holding the City service delivery account (pursuant to an oral or written contract), the Municipal Services Department will submit a memorandum to the Mayor and City Council for authorization to write off accounts as uncollectible where:

- no payment has been posted to the account within a four-year/five-year period;
- the City's contracted collections agency determines that the account is uncollectable;
- the account is in the name of a deceased person with no known estate;
- the Finance division or Department Director recommends an account write-off (in whole or part) because of hardship, collectability, payment schedule, difficulty of collection, or another business reason;
- the ambulance account review and management committee recommends write-off pursuant to the City's collections policy for that committee.

Thank you for your consideration.

Respectfully,


Pamela Alexander
Municipal Services Director



MEMORANDUM

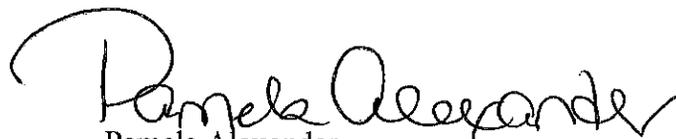
TO: Mayor and City Council
FROM: Municipal Services Department
DATE: November 4, 2016
RE: Civic Auditorium Use Agreement with Idaho Falls School District 91

Municipal Services respectfully requests City Council to authorize the approval of the Civic Auditorium Use Agreement between the City of Idaho Falls and Idaho Falls School District 91.

- The agreement was created to memorialize the current use of the Civic Auditorium by the school district since an agreement has not been in place since 1993.
- The agreement identifies the facility areas owned by the City, including the parking lot, art and band rooms currently being used by the school district and students. In addition, it formalizes Idaho Falls High School use of these areas during regular school hours.
- The agreement formalizes the discontinued practice of the school district charging for after school use of the art and band rooms to other parties.
- The agreement formalizes the agreed upon use of the Idaho Falls High School restrooms during Civic performances as well as shared inventory language to restock the restroom following Civic Auditorium use.
- The agreement formalizes our professional services agreement with Idaho Falls Arts Council for scheduling of the auditorium, art and band rooms.
- The school district board review and approved the document on Wednesday, October 12, 2016.

This agreement has been the result of several coordination meetings with representatives from the Idaho Falls School District #91, Municipal Services and City Attorney. This agreement is for a period of one-year, with options to renew the terms of the agreement annually.

Respectfully,


Pamela Alexander
Municipal Services Director

**CIVIC AUDITORIUM USE AGREEMENT BETWEEN CITY OF IDAHO FALLS,
IDAHO AND IDAHO FALLS SCHOOL DISTRICT #91**

THIS CIVIC AUDITORIUM USE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND IDAHO FALLS DISTRICT #91 (hereinafter "Use Agreement") made and entered into this 12th day of October, 2016, by and between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Idaho Falls District #91, 690 John Adams, Idaho Falls, Idaho 83401 (hereinafter "DISTRICT").

WITNESSETH:

WHEREAS, CITY constructed its Civic Auditorium in 1953; and

WHEREAS, the Civic Auditorium was constructed contiguous with DISTRICT's Idaho Falls High School; and

WHEREAS, CITY and DISTRICT desire to enter into a formal Use Agreement to document the various expectations and responsibilities of the respective parties; and

WHEREAS, this Use Agreement is written in anticipation of entering into a long-term Use Agreement between the parties.

NOW THEREFORE, BE IT AGREED, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES BETWEEN THE PARTIES HERETO, AS FOLLOWS:

I. TERM

This Use Agreement shall commence at midnight October ____, 2016, local time and shall end at midnight October ____31, 2017, local time.

II. DEFINITIONS

For purposes of this Use Agreement, the following definitions and descriptions shall apply:

A. CIVIC AUDITORIUM: Civic Auditorium includes the main floor lobby, foyer, main auditorium, stage, scene shop, upper lobby, dressing rooms, below-lobby restrooms, office, orchestra pit, balcony, and all restrooms and sinks within the Civic Auditorium not otherwise specifically defined in this Use Agreement and as depicted in Exhibit "A" to this Use Agreement and adopted herein by this reference. "Civic Auditorium" shall not include the Band Room, Art Room, City Restrooms, or DISTRICT ADA-compliant Restrooms, as those terms are defined in this Use Agreement.

B. BAND ROOM: The room immediately to the east of the Art Room on the north side of DISTRICT hallway of Idaho Falls High School. The Band Room also contains various storage areas, practice rooms, offices, and a uniform storage space. See Exhibit "A".

- C. ART ROOM: The room immediately to the west of the Band Room and north of DISTRICT Idaho Falls High School hallway. The Art Room contains within it storage areas at and above ground level. See Exhibit "A".
- D. DISTRICT RESTROOMS: Four (4) restrooms, two of which meet the requirements of the Americans with Disability Act, located to the south of DISTRICT Idaho Falls High School hallway (north of retractable crowd control gates) on both the Idaho Falls High School ground level and Idaho Falls High School second floor. CITY and DISTRICT both contributed to the cost of remodeling the ground level restrooms to comply with the ADA.
- E. CITY RESTROOMS: The two (2) restrooms north of DISTRICT Idaho Falls High School hallway contiguous with the Art Room. See areas designated in "W.C." in Exhibit "A".
- F. CUSTODIAN CLOSET: The small storage closet, used by custodial staff, located immediately to the east of Art Room.
- G. CIVIC AUDITORIUM PARKING LOT: The parking lot running east and west to the north of the Civic Auditorium, Art Room, and Band Room - along John Adams Parkway between South Holmes Avenue and Tiger Avenue and as depicted on Exhibit "B" to this Use Agreement and adopted herein by this reference.

III. FACILITY USE

- A. This Use Agreement governs Civic Auditorium, Band Room, Art Room, Civic Auditorium Parking Lot, CITY Restrooms, DISTRICT Restrooms, and Custodian Closet.

- B. Civic Auditorium

Unless otherwise specifically noted in this Use Agreement, DISTRICT shall schedule and use the Civic Auditorium, as defined in this Use Agreement, pay to the Idaho Falls Arts Council (IFAC) through the standard non-profit rate charge pursuant to the 2015-2016 Civic Auditorium Fee Schedule administered by IFAC pursuant to a contract between CITY and IFAC attached hereto as Exhibit "C". The Civic Auditorium Manager shall have the discretion to allow DISTRICT to schedule use of the auditorium for one hour or less, when no technicians are needed, and within the Civic Auditorium Manager's regularly scheduled work hours for no charge.

- C. Band Room

- 1. Band Room shall be available for DISTRICT use during regular Idaho Falls High School hours of operation (generally 7:30 a.m. to 5 p.m. local time) during regular DISTRICT school sessions (generally mid-August through mid-December and January

through mid-June annually). Band Room shall not be available for DISTRICT use during events scheduled by IFAC in support of Civic Auditorium uses. Uses outside of the regular school hours and regular school sessions shall be scheduled through IFAC. In the event the band room is scheduled for use outside of regular school hours and regular school sessions, CITY shall be responsible for coordinating cleaning of the band room. Under no circumstances shall DISTRICT rent or otherwise sublease the Band Room and, specifically, DISTRICT shall not collect or earn any monies or value from rental or sublease of Band Room or rooms or spaces within Band Room.

2. CITY shall have access to all storage spaces, offices, practice spaces, uniform storage space, and other storage and spaces in the Band Room and shall have keys and access to them at all times. DISTRICT will have access to and coordinate uses of these spaces through IFAC.

D. Art Room

1. Art Room shall be available for DISTRICT use during regular Idaho Falls High School hours of operation (generally 7:30 a.m. to 5 p.m. local time) during regular DISTRICT school sessions (generally mid-August through mid-December and January through mid-June annually). Art Room shall not be available for DISTRICT use during events scheduled by IFAC in support of Civic Auditorium uses. Uses outside of the regular school hours and session shall be scheduled through IFAC. In the event the art room is scheduled for use outside of regular school hours and regular school sessions, CITY shall be responsible for coordinating cleaning of the art room. Under no circumstances shall DISTRICT rent or otherwise sublease the Art Room and, specifically, the DISTRICT shall not earn any monies from such rental or sublease the Art Room and, specifically, DISTRICT shall not collect or earn any monies or value from rental or sublease of Art Room or rooms or spaces within Art Room.

2. CITY shall have access to all storage spaces in the Art Room and shall have keys and access to these spaces at all times. DISTRICT will have access to and coordinate uses of these spaces through IFAC.

E. Restrooms and Custodian Closet

1. CITY Restrooms, as defined in this Use Agreement, shall not be available for DISTRICT use.

2. DISTRICT Restrooms shall be available for use during all Civic Auditorium activities booked through IFAC without charge to CITY.

3. Neither party shall charge the other for any restroom janitorial services, including those related to CITY Restrooms and DISTRICT Restrooms.

4. Custodian Closet may be utilized by either party, with each party having access, keys, and each party maintaining separate, clearly marked inventory for cleaning purposes.

F. Civic Auditorium Parking Lot

The parking lot is available for use by DISTRICT where DISTRICT use will not unreasonably interfere with IFAC bookings and Civic Auditorium bookings and uses. DISTRICT may use the parking lot at no charge for DISTRICT functions, including regular Idaho Falls High School functions. DISTRICT shall defer to IFAC bookings unless there is a specific agreement with CITY and IFAC on a case-by-case basis to do otherwise. DISTRICT shall be responsible for snow plowing at no cost to CITY while school is in session and not during regularly scheduled school holidays and breaks as per Exhibit D. CITY shall be responsible for snow removal and overall maintenance of parking lot while school is not in session. DISTRICT shall communicate parking lot use requests through IFAC. CITY and DISTRICT shall cooperate on uses of the parking lot to ensure that the parking lot is available for use by CITY and DISTRICT.

IV. GENERAL MAINTENANCE AND UTILITIES

CITY shall be responsible for all operations, maintenance, and payment of utilities (including electricity) for Civic Auditorium (including the main floor lobby, foyer, main auditorium, stage, scene shop, upper lobby, office, orchestra pit, and balcony). There shall be no cost to DISTRICT for Civic Auditorium operation and janitorial maintenance. CITY shall furnish, at its own cost and at no expense to DISTRICT, all electricity for lights and other powers in the Civic Auditorium, Band Room, Art Room, and CITY Restrooms.

CITY shall use the Idaho Falls High School heat loop provided by DISTRICT at no charge to CITY.

V. PIANOS AND ORGANS

Pianos and organs in the Civic Auditorium shall be used by DISTRICT only with prior permission from CITY, as coordinated through IFAC. Such use shall be at no charge when DISTRICT has been granted prior permission for their use.

VI. INDEMNIFICATION

DISTRICT 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 DISTRICT in the use of the Civic Auditorium, Band Room, Art Room, CITY Restrooms, DISTRICT Restrooms, and Civic Auditorium parking lot under this Use Agreement, to the extent that DISTRICT is responsible for such damages, liabilities, and costs on a comparative basis of fault and responsibility between DISTRICT and CITY. DISTRICT shall not be obligated to indemnify CITY for CITY's sole negligence.

CITY agrees, to the fullest extent permitted by law, to indemnify and hold harmless DISTRICT against damages, liabilities, and costs arising from the negligent acts of CITY in the use of the Civic Auditorium, Band Room, Art Room, CITY Restrooms, DISTRICT Restrooms, and Civic Auditorium parking lot under this Use Agreement, to the extent that CITY is responsible for such damages, liabilities, and costs on a comparative basis of fault and responsibility between CITY and DISTRICT. CITY shall not be obligated to indemnify

DISTRICT for DISTRICT's sole negligence.

VII. INSURANCE

DISTRICT shall procure and maintain for the duration of the Use Agreement, a policy of commercial general liability insurance or coverage against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted hereunder to DISTRICT its agents, representatives or employees.

CITY and DISTRICT shall provide and retain insurance to a limit of not less than five hundred thousand dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants through the Idaho County Risk Management Program (ICRMP) or an equivalent insurance provider during the term of this Use Agreement.

The insurance or liability policy or policies required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY or DISTRICT. The insurance certificate shall contain language evidencing these requirements.

VIII. 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.

IX. NO JOINT POWERS AGREEMENT OR PARTNERSHIP CREATED

The parties herein specifically do not intend to and do not by this Use Agreement create a Joint Powers Agreement or partnership of any kind.

X. JURISDICTION AND VENUE

It is agreed that this Use 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.

XI. MODIFICATION AND ASSIGNABILITY OF AGREEMENT

This Use Agreement contains the entire agreement between the parties concerning Civic Auditorium, Band Room, Art Room, CITY Restrooms, DISTRICT Restrooms, and Civic Auditorium Parking Lot uses, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Use Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. Neither party may not subcontract or assign its rights or duties arising hereunder.

XII. BINDING AND SUCCESSORS

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

XIII. 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.

XIV. DISTRICT'S REPRESENTATIVES

DISTRICT shall designate a representative authorized to act in behalf of DISTRICT. 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.

XV. NON-DISCRIMINATION

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

XVI. TERMINATION OF AGREEMENT

This Agreement may be terminated by DISTRICT upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of DISTRICT.

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

ATTEST:

"CITY"

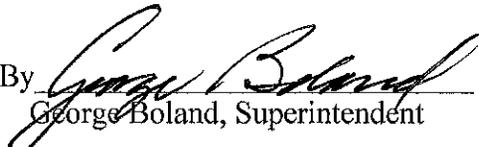
City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

"DISTRICT"

Idaho Falls District 91

By 
George Boland, Superintendent

STATE OF IDAHO)
) ss.
County of Bonneville)

On this ___ day of _____, 2016, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

Notary Public of Idaho
Residing at:

My Commission Expires: _____

(Seal)

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 17th day of October, 2016, before me, the undersigned, a notary public for Idaho, personally appeared George Boland, known to me to be the Superintendent of Idaho Falls District 91 that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said District.

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

Debbie Wilkie

Notary Public of Idaho

Residing at:

Idaho Falls

My Commission Expires: 7/28/2017

(Seal)

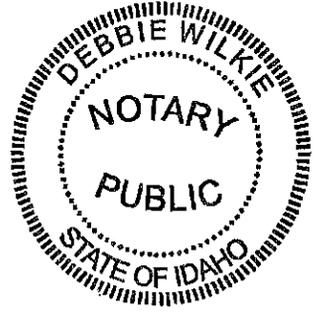
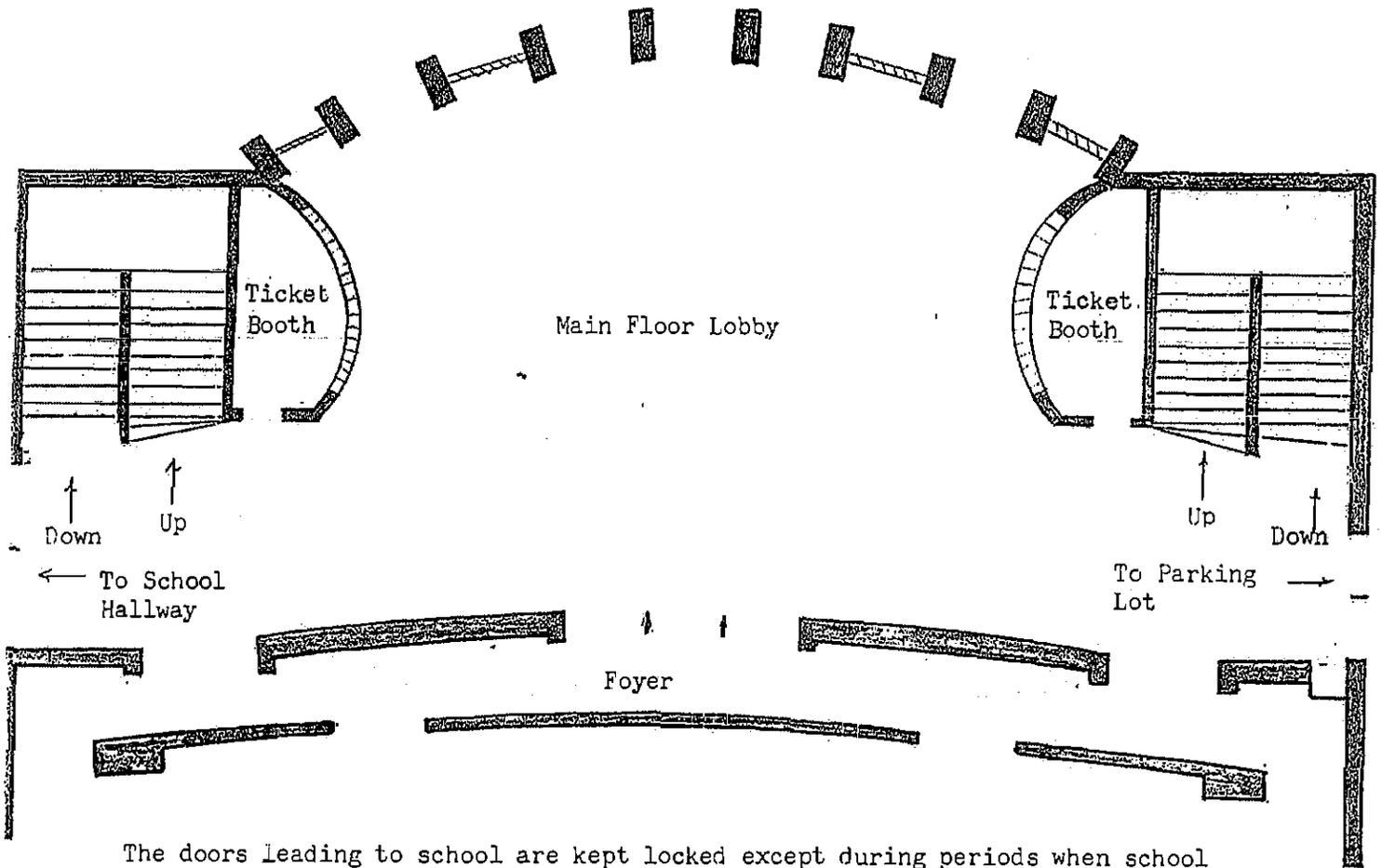


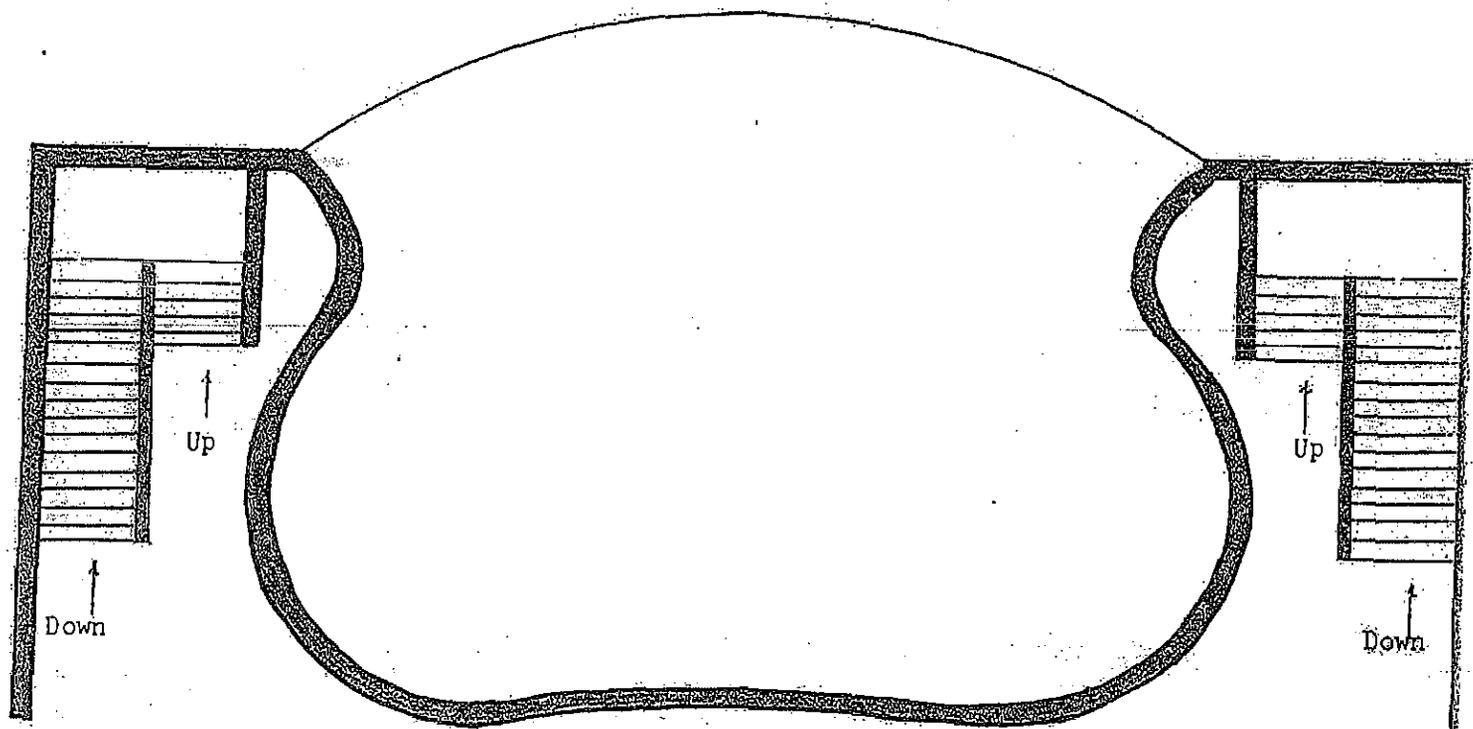
Exhibit "A"



The doors leading to school are kept locked except during periods when school uses auditorium

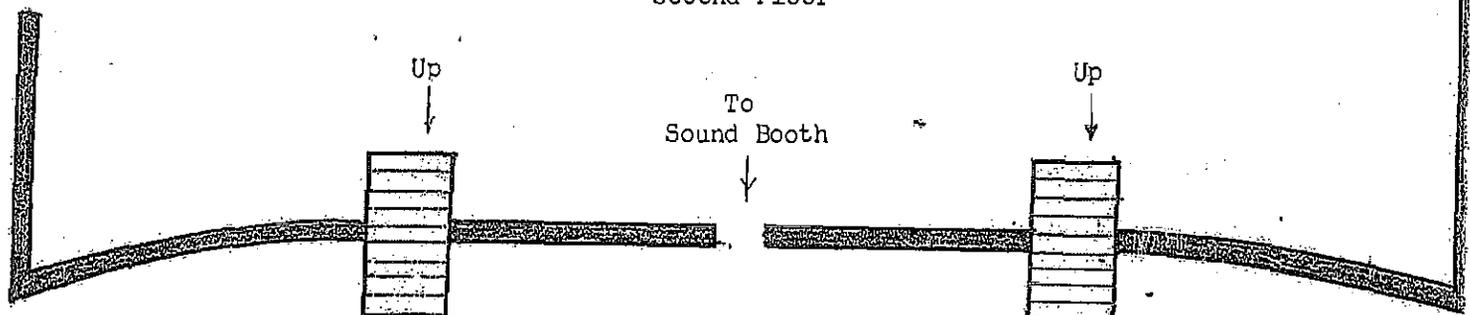
The doors between lobby and foyer may be kept closed during performance

Rest Rooms are located under lobby



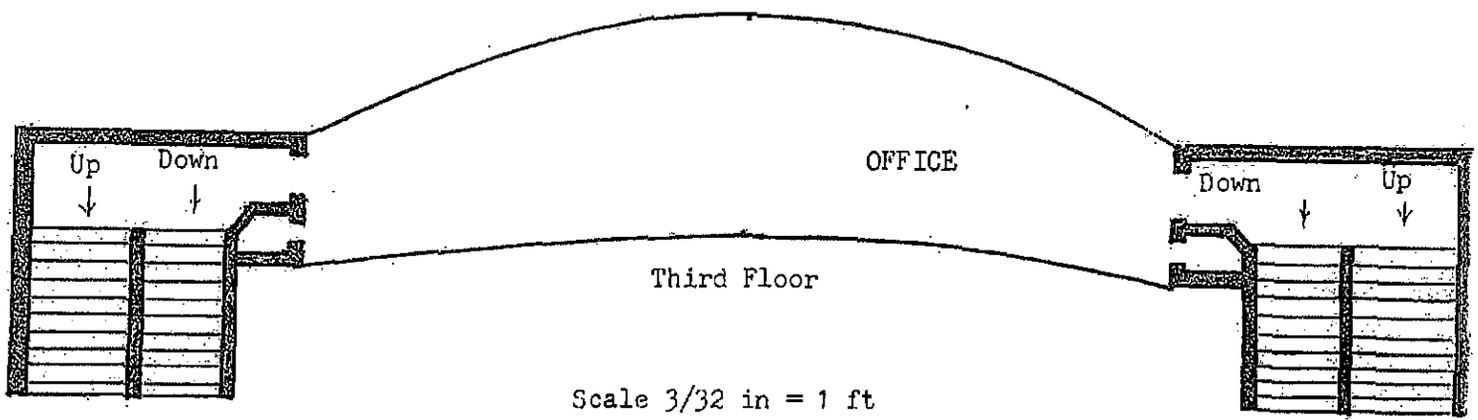
← To School Hallway

UPPER LOBBY
Second Floor



To
Center of Balcony

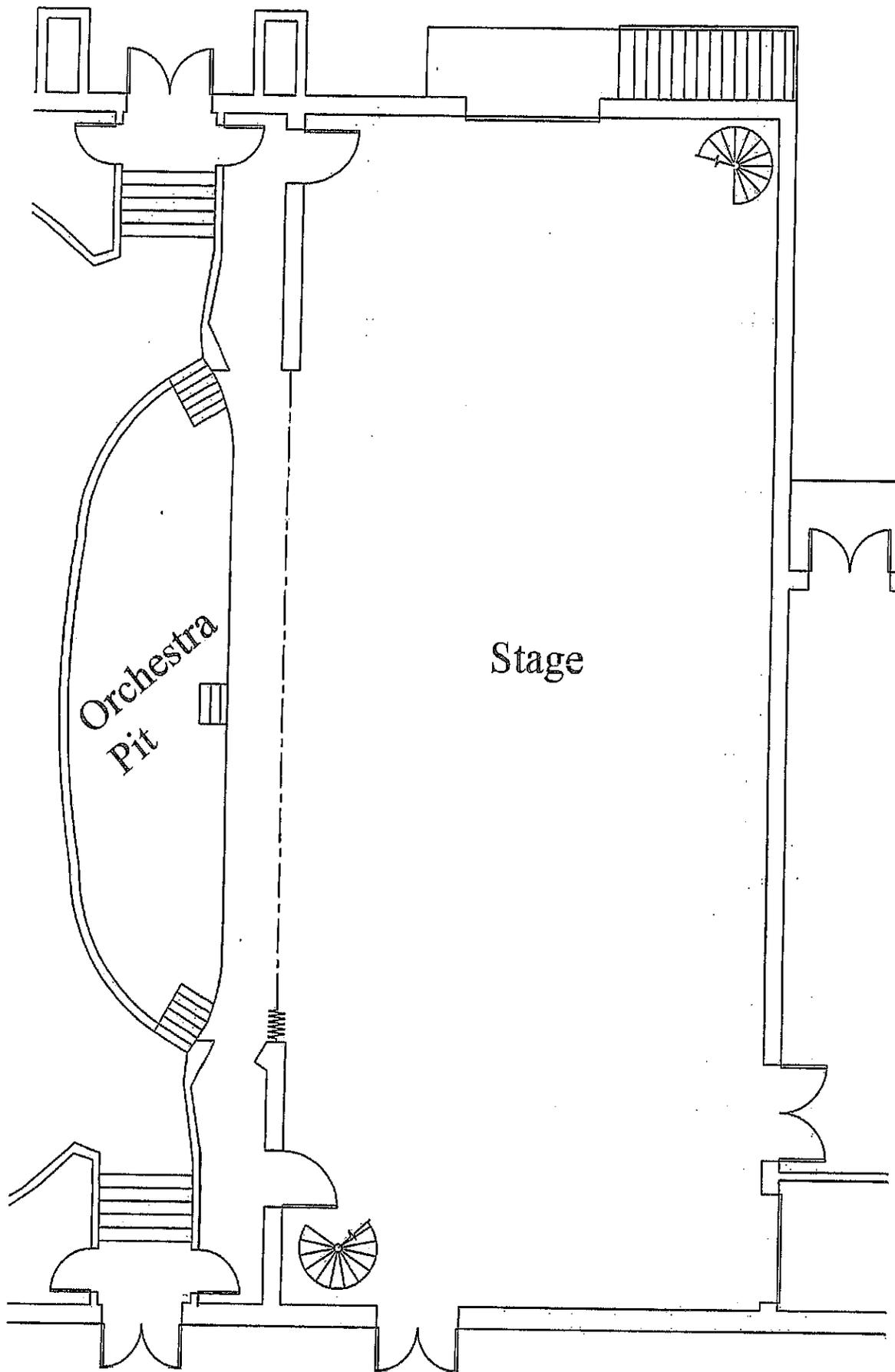
To
Center of Balcony

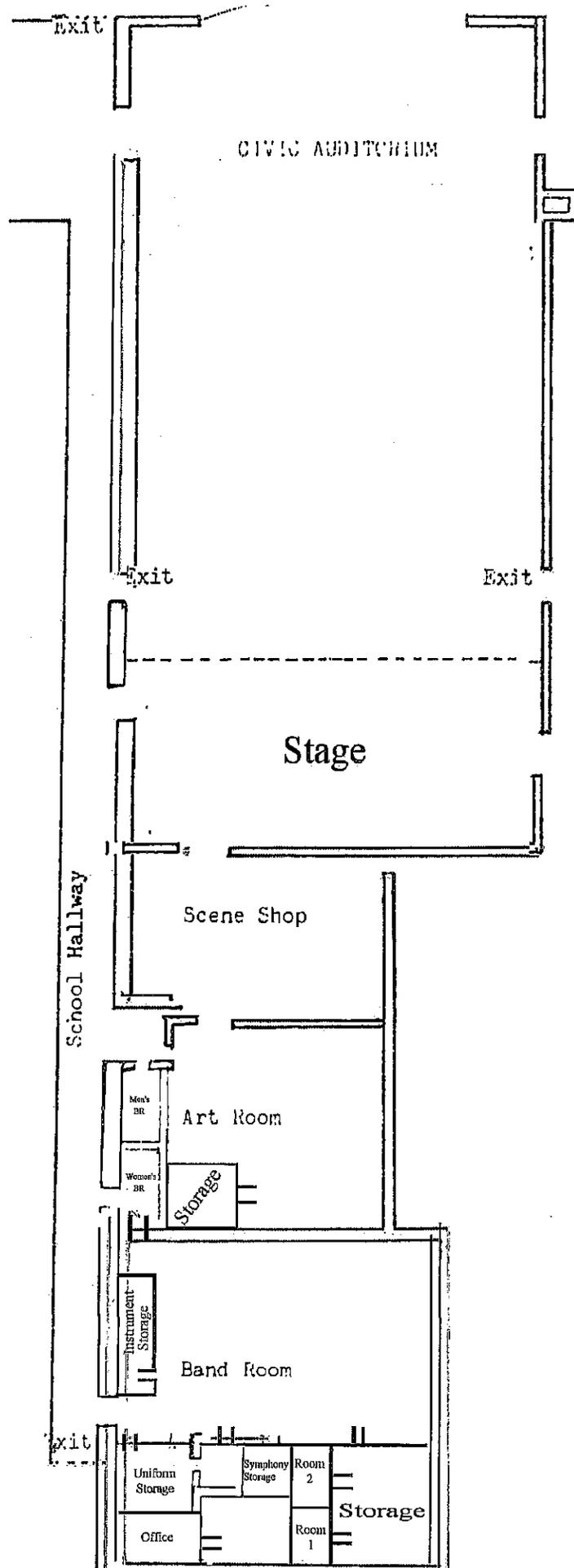


OFFICE

Third Floor

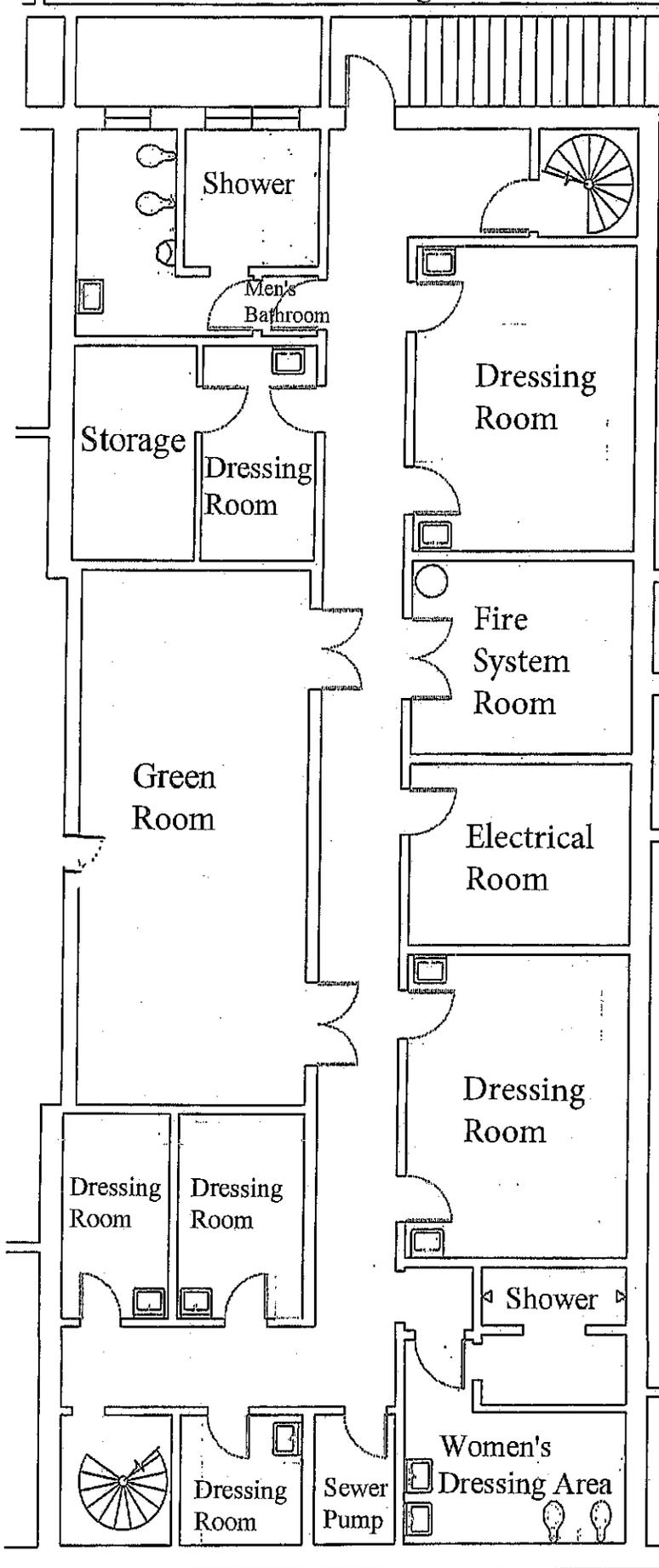
Scale 3/32 in = 1 ft





Scale 3/32 In = 3 Ft

Under Stage



CIVIC AUDITORIUM

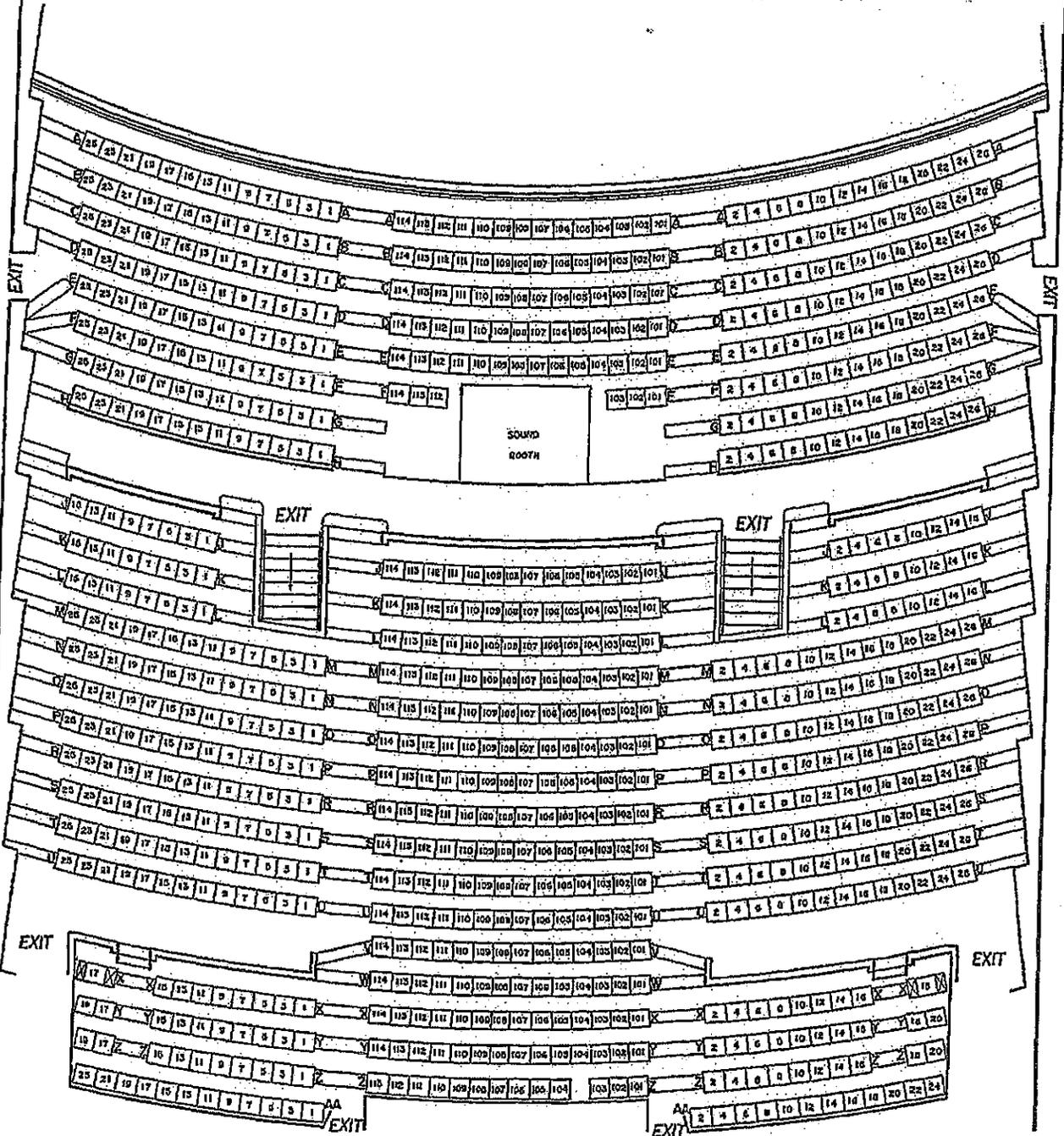
IDAHO FALLS, IDAHO

(SEATING PLAN)

BALCONY

843 SEATS

STAGE

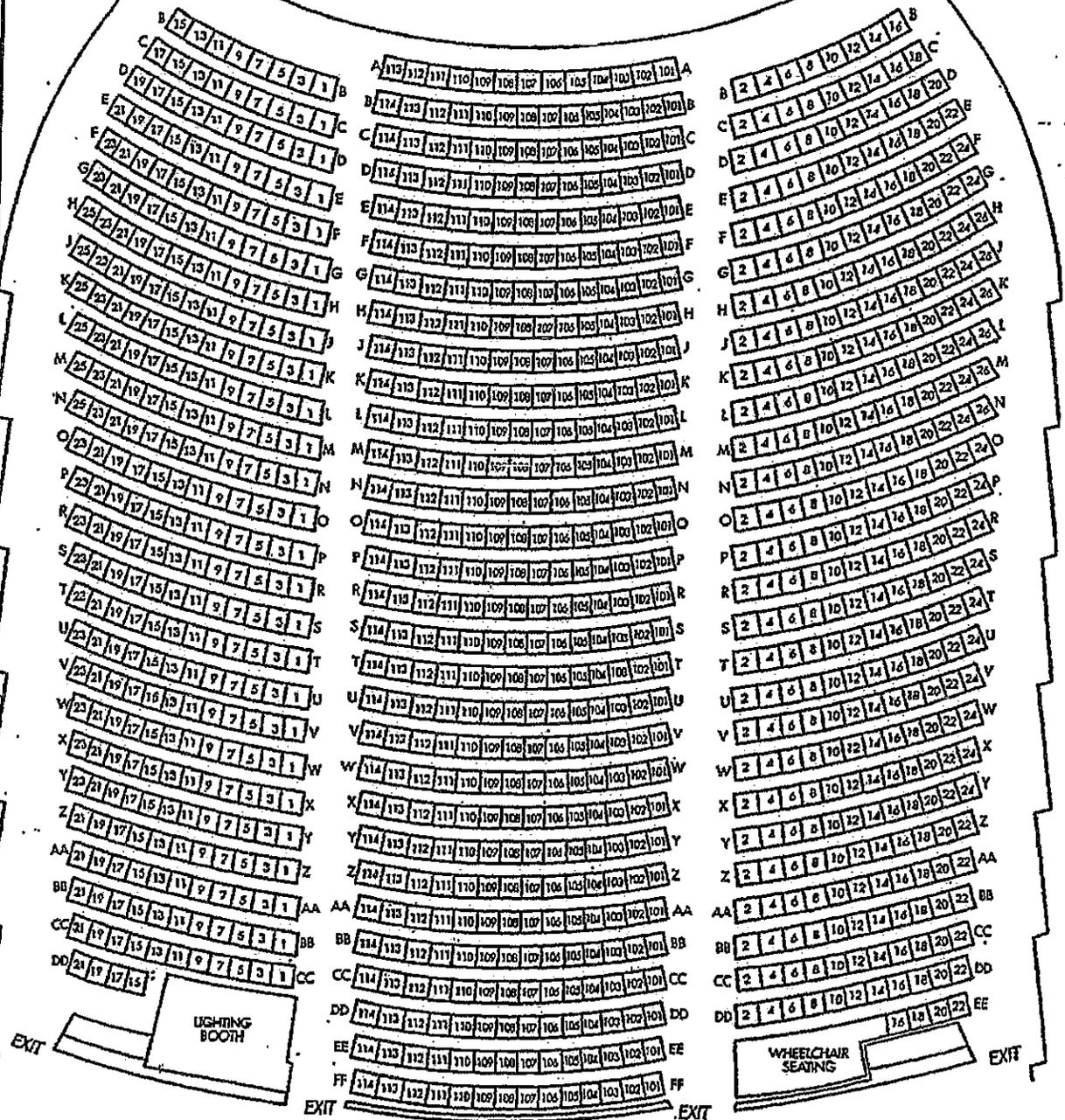


STAGE

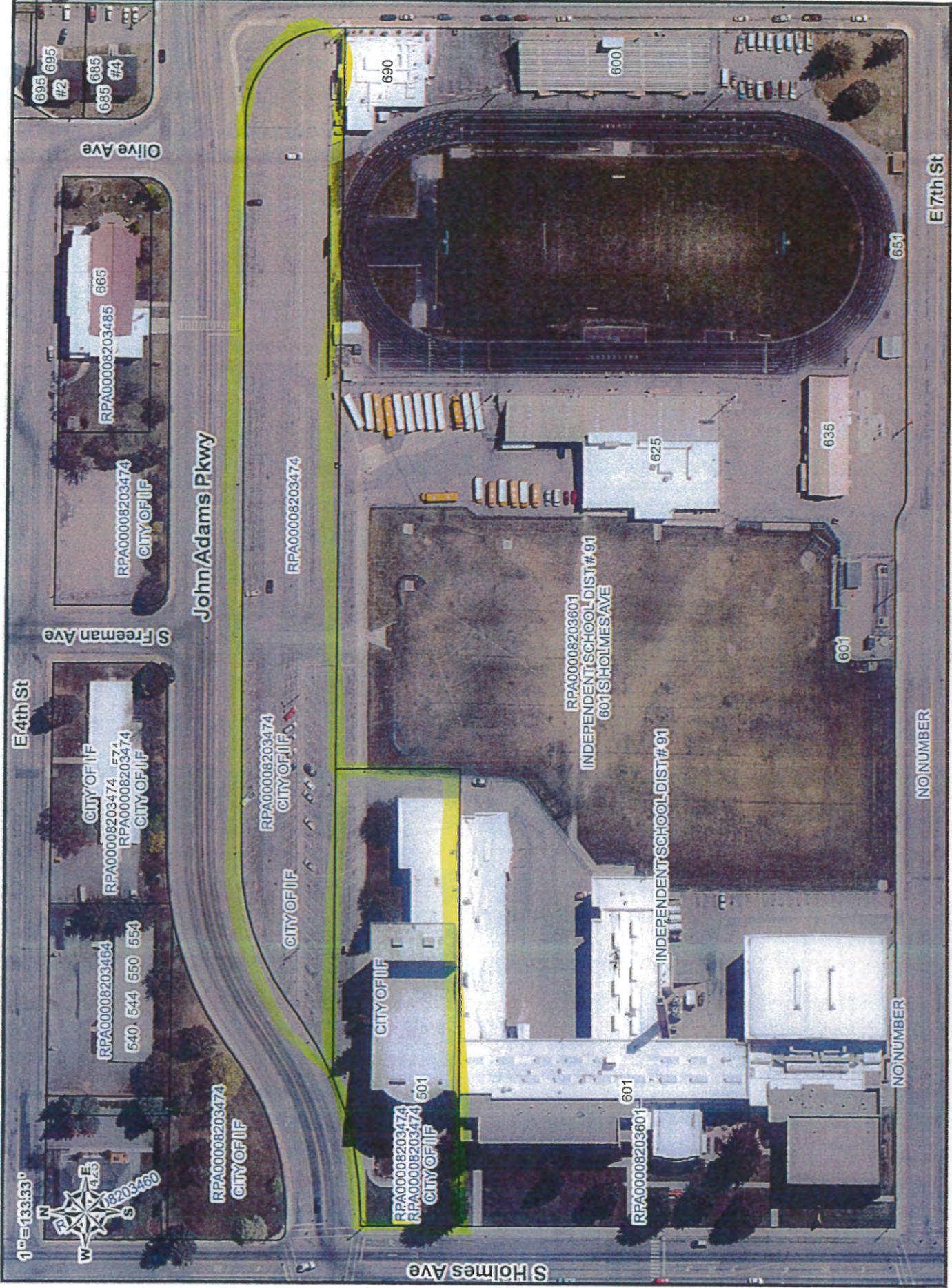
ORCHESTRA PIT

EXIT

EXIT



Main Floor
1046 Seats



E 4th St

S Freeman Ave

Olive Ave

John Adams Pkwy

S Holmes Ave

E 7th St

695 #2
695 #4
685

RPA00008203485
CITY OF IIF
665

RPA00008203474
CITY OF IIF

RPA00008203474
CITY OF IIF
RPA00008203474
CITY OF IIF

RPA00008203464
540 544 550 554

RPA00008203474
CITY OF IIF

RPA00008203474
CITY OF IIF

RPA00008203474

CITY OF IIF

RPA00008203474
RPA00008203474
CITY OF IIF
501

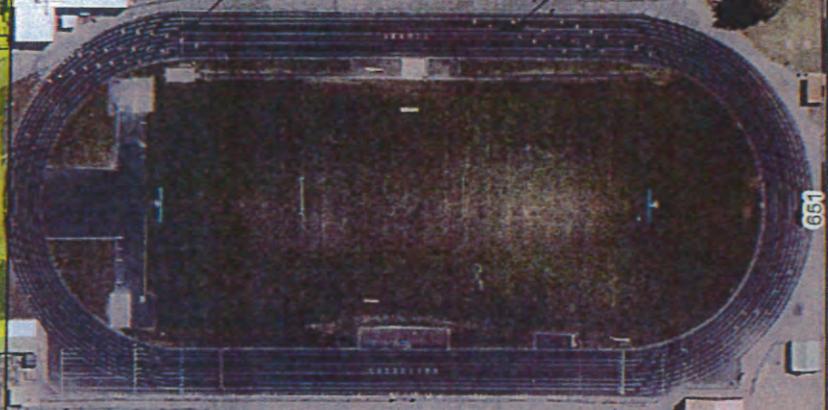
RPA00008203601
INDEPENDENT SCHOOL DIST # 91
601 S HOLMES AVE

INDEPENDENT SCHOOL DIST # 91

RPA00008203601
601

690

600



661

635

601

NO NUMBER

NO NUMBER

Civic Auditorium

501 S. Holmes, Idaho Falls, ID 83402
IDAHO FALLS Rental Rates- Effective 2/13/2015

Booking, Scheduling, Box Office

Idaho Falls Arts Council
 Lara Hill, Events Manager 498 A Street, Idaho Falls, ID 83402
 Phone: 208.522.0471 Fax: 208.522.0413
 Email: events@idahofallsarts.org

BASE RATES

Event Type	Commercial		Non-Profit	
	Main Performance	Matinee	Main Performance	Matinee
Touring Performers with Admission	Greater of 10% or \$750.00	Greater of 10% or \$300.00	Greater of 10% or \$500	Greater of 10% or \$200
Area Performers with Admission	Greater of 10% or \$500.00	Greater of 10% or \$200.00	\$300	\$175
Touring or Area Performers No Admission	\$300	\$175	\$175	\$100
Meetings	\$750	\$300- each additional session	\$300	\$150

- The Presenter is entitled to occupancy eight (8) consecutive hours prior to performance. Any additional time will be billed at the rates listed in section 5.
- Additional Fees may be necessary depending on your event. Please review the long form contract.

ADDITIONAL RATES (when applicable)

Additional rehearsal time and setting stage:

First three hours \$90.00
 Each additional hour \$15.00

Labor:

Head Technicians \$18.00
 Assistant Technicians \$10.00
 Stage Hands & Others \$10.00

Sales of hard concessions : 10%

Marley Dance floor (to cover the tape cost) \$40

Replacement charges for expendable items (tape, gels, etc.)

Idaho Falls School District 91 Calendar 2016-2017

Adopted 1/13/2016

Updated 8/19/2016

July	Key to Abbreviations	January	
M T W TH F 1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	Pre-K = Preschool K = Kindergarten ES = Elementary Schools MS = Middle Schools HS = High Schools PT Conferences = Parent/Teacher Conferences PSAT = Pre Scholastic Aptitude Test SAT = Scholastic Aptitude Test	M T W TH F 2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	
August		February	
M T W TH F 1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	18-23 Teacher In-service/Work Days - No School 22 ES Back-to-School Nights 23 MS Back-to-School Nights 24 HS Back-to-School Nights 24 First Day of School K through 9th Grade & Emerson 24 Early Dismissal - 9th grade only @ 1:00 p.m. 25 First Day of School Grades 10-12 30 First Day of School Pre-K ○ Late Start Monday 5 Labor Day - No School	M T W TH F 1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28	Dec 19 - Jan 2 Christmas Vacation School resumes on Jan 3, 2017 16 MLK Day - No School 16 D91 Teacher In-service Day 30 Early Dismissal MS/HS - PT Conf.
September		March	
M T W TH F 1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30		M T W TH F 1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	3 End of 2nd Trimester 6 Teacher Work Day - No School 9 Early Dismissal Grades 1-6 for ES PT Conf. No School K & Pre-K 10 ES PT Conferences - No School ES 20 - 24 Spring Break - No School
October		April	
M T W TH F 3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	7 State & District Inservice - No School 7 D91 Teacher In-service Day 17 Early Dismissal MS/HS for PT Conf. 19 PSAT Assessment - Grade 10	M T W TH F 3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	5 SAT Assessment - Grade 11
November		May	
M T W TH F 1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30	18 End of 1st Trimester 21-25 Thanksgiving Holiday - No School 21 Teacher Work Day	M T W TH F 1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	29 Memorial Day - No School 30 Emerson HS & Compass Academy Graduations 31 Last Day of Pre-school 31 SHS Graduation
December		June	
M T W TH F 1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	1 Early Dismissal Grades 1-6 for ES PT Conferences - No School K & Pre-K 2 ES PT Conferences - No School ES Dec 19 - Jan 2 Christmas Vacation - No School	M T W TH F 1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	1 IFHS Graduation 2 End of 3rd Trimester 2 Last Day of School - Early Dismissal 5 Teacher Work Day

Start/End Time	Schools	Start/End Time	Early Dismissal Schedule
Tues - Friday		Late Start Monday	See Pre-K/Kindergarten Bell Schedules On Back)
8:00 - 2:05	Bunker, Fox Hollow, Linden Park	9:00 - 2:05	1:00 p.m.
8:10 - 2:15	Temple View	9:10 - 2:15	1:10 p.m.
8:20 - 2:25	Longfellow, Sunnyside, Westside	9:20 - 2:25	1:20 p.m.
8:30 - 3:40	Idaho Falls & Skyline High Schools	9:30 - 3:40	1:00 p.m.
8:35 - 3:35	Eagle Rock & Taylorview Middle Schools	9:35 - 3:35	1:00 p.m.
9:00 - 3:05	Erickson	10:00 - 3:05	2:00 p.m.
9:00 - 3:05	Boyes, Bush, Edgemont, Hawthorne	10:00 - 3:05	2:00 p.m.
9:00 - 4:00	Compass Academy	9:30 - 3:55	12:40 p.m.
9:00 - 3:35	Emerson HS (Day)	10:00 - 3:35	12:47 p.m.
	Emerson HS (Night): Monday - Thursday, 4:00 - 7:00 PM		

1st Trimester Aug 24 - Nov 18 61 Days	First Day of School - August 24, 2016
2nd Trimester Nov 28 - Mar 3 57 Days	
3rd Trimester Mar 7 - Jun 2 58 Days	Last Day of School - June 2, 2017

ELEMENTARY BELL TIME SCHEDULE 2016-2017

Monday Late Start	BELL TIME	KG START TIME	KG END TIME	Tuesday thru Friday	BELL TIME	KG START TIME	KG END TIME
Boyes	10:00 AM - 3:05 PM	10:00 AM 12:53 PM	12:12 PM 3:05 PM	Boyes	9:00 AM - 3:05 PM	9:00 AM 12:23 PM	11:42 AM 3:05 PM
Bunker	9:00 AM - 2:05 PM	9:00 AM 11:53 AM	11:12 AM 2:05 PM	Bunker	8:00 AM - 2:05 PM	8:00 AM 11:23 AM	10:42 AM 2:05 PM
Bush	10:00 AM - 3:05 PM	10:00 AM 12:53 PM	12:12 PM 3:05 PM	Bush	9:00 AM - 3:05 PM	9:00 AM 12:23 PM	11:42 AM 3:05 PM
Edgemont	10:00 AM - 3:05 PM	10:00 AM 12:53 PM	12:12 PM 3:05 PM	Edgemont	9:00 AM - 3:05 PM	9:00 AM 12:23 PM	11:42 AM 3:05 PM
Erickson	10:00 AM - 3:05 PM	10:00 AM 12:53 PM	12:12 PM 3:05 PM	Erickson	9:00 AM - 3:05 PM	9:00 AM 12:23 PM	11:42 AM 3:05 PM
Fox Hollow	9:00 AM - 2:05 PM	9:00 AM 11:53 AM	11:12 AM 2:05 PM	Fox Hollow	8:00 AM - 2:05 PM	8:00 AM 11:23 AM	10:42 AM 2:05 PM
Hawthorne	10:00 AM - 3:05 PM	10:00 AM 12:53 PM	12:12 PM 3:05 PM	Hawthorne	9:00 AM - 3:05 PM	9:00 AM 12:23 PM	11:42 AM 3:05 PM
Linden Park	9:00 AM - 2:05 PM	9:00 AM 11:53 AM	11:12 AM 2:05 PM	Linden Park	8:00 AM - 2:05 PM	8:00 AM 11:23 AM	10:42 AM 2:05 PM
Longfellow	9:20 AM - 2:25 PM	9:20 AM 12:13 PM	11:32 AM 2:25 PM	Longfellow	8:20 AM - 2:25 PM	8:20 AM 11:43 AM	11:02 AM 2:25 PM
Sunnyside	9:20 AM - 2:25 PM	9:20 AM 12:13 PM	11:32 AM 2:25 PM	Sunnyside	8:20 AM - 2:25 PM	8:20 AM 11:43 AM	11:02 AM 2:25 PM
Temple View	9:10 AM - 2:15 PM	9:10 AM 12:03 PM	11:22 AM 2:15 PM	Temple View	8:10 AM - 2:15 PM	8:10 AM 11:33 AM	10:52 AM 2:15 PM
Westside	9:20 AM - 2:25 PM	9:20 AM 12:13 PM	11:32 AM 2:25 PM	Westside	8:20 AM - 2:25 PM	8:20 AM 11:43 AM	11:02 AM 2:25 PM

Kindergarten Early Dismissal Times on June 2, 2017 will be determined later.

Preschool Times:

First Day of Preschool: Tuesday, August 30, 2016
Morning Session: Monday - Friday 8:00 a.m. - 10:40 a.m.
Afternoon Session: Tuesday - Friday 11:20 a.m. - 2:00 p.m.
Last Day of Preschool: Wednesday, May 31, 2017



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: November 7, 2016

Subject: **CORRECTED EASEMENT VACATION - LOT 13, BLOCK 1, FREEWAY COMMERCIAL PLAZA**

On October 27, 2016 the City Council passed Ordinance No. 3097 to vacate the subject utility easement on Lot 13 Block 1, Freeway Commercial Center Div. 3 as recorded in Instrument #1489425. Section 1 of Ordinance 3097 inadvertently referred to the easement as being part of "Milligan Commercial Plaza" instead of "Freeway Commercial Center Div. 3." The City Attorney has advised us that a new ordinance is required to correct Ordinance NO. 3097.

Attached is the revised Easement Vacation Ordinance prepared by the City Attorney for the subject vacation. Public Works recommends approval of this corrected vacation; and, authorization for Mayor and City Clerk to sign the necessary documents.

Respectfully,

Chris H Fredericksen, P. E.
Public Works Director

Attachments

CF:jk

c: Mayor
Council
Fugal
Cox

2-37-24-3

2016-119

ORDINANCE NO. 2016-

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF AN EASEMENT LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENT SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City of Idaho Falls previously vacated a public utility easement, recorded as Instrument No. 1489425 in Lot 13 of Block 1 in the Freeway Commercial Center Div. 3 in Ordinance No. 3097; and

WHEREAS, Ordinance No. 3097 inadvertently referred to the easement contained in Instrument No. 1489425 as part of “Milligan Commercial Plaza” instead of “Freeway Commercial Center Div. 3; and

WHEREAS, the City desires its intent to be free and clear from ambiguity; and

WHEREAS, the Utilities have agreed to the vacation as long as the utilities currently in the easement are covered under a new easement; and

WHEREAS, the owner is willing to dedicate new easements covering the area where current utilities reside and providing for future locations of anticipated future utilities.

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

SECTION 1. Vacation. The following portion of the property in the Freeway Commercial Center Division 3 to the City of Idaho Falls, Bonneville County, Idaho, incorporated herein as recorded in Instrument No. 1489425.

SECTION 2. Exceptions from Vacation. Vacation of property described in Section 1 of this Ordinance shall not include other easements, or franchise rights and utilities, including public utilities, existing as of the effective date of this Ordinance.

SECTION 3. Right-of-Way Vacation. Council deems it expedient for the public good and to be in the best interests of the adjoining properties that the property described in Section 1 of this Ordinance be in the same is hereby vacated in its entirety, and shall revert to property owners as follows:

1. Vacation of property incorporated herein as follows, shall be to Japheth, LLC, an Idaho limited liability company, whose mailing address is 971 E. Winding Creek Drive, Ste. 117, Eagle, Idaho 83616.

SECTION 4. 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 5. 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 6. 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 November, 2016.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF AN EASEMENT LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENT SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW"

Kathy Hampton
City Clerk

(SEAL)



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: November 4, 2016

Subject: **REQUEST TO NEGOTIATE PROFESSIONAL SERVICES WITH SIX MILE ENGINEERING TO DESIGN 17TH STREET AND WOODRUFF AVENUE INTERSECTION IMPROVEMENTS**

Proposals were solicited and received for design services for the 17th Street and Woodruff Avenue Intersection Reconstruction. Responses to the request were evaluated by a panel of Public Works employees.

Based upon those evaluations, Public Works recommends selecting Six Mile Engineering to perform design services, and authorize Public Works to negotiate a scope of work and fee structure.

Respectfully,

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

Chris H Fredericksen, P. E.
Public Works Director

CF:jk

c: Mayor
Council
Canfield

2-38-21-3-STR-2016-07

2016-120



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brad Cramer, Community Development Services Director

DATE: November 8, 2016

RE: Code Change and Resolution for Electric Line Extension Fee Waiver

Attached is a Resolution and proposed code change to Sections 8-5-28, 8-5-30 and 8-5-31 addressing Electric Line Extension Fee waivers within the City. This change and process was discussed at the Council's work session and is now being submitted to the Mayor and Council for consideration.

Cc: Kathy Hampton, City Clerk
File

RESOLUTION 2016-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, IDENTIFYING GEOGRAPHICAL AREAS WITHIN CITY LIMITS WHICH ARE ELIGIBLE FOR CONSIDERATION FOR ELECTRIC LINE EXTENSION FEE WAIVER BY THE COUNCIL; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City has adopted a Comprehensive Plan that recommends encouraging development where City infrastructure (including utilities) already exists as a way to effectively manage growth and maintain proficient provisions of City services; and

WHEREAS, Idaho Falls Power has the ability to provide electric utility services within City limits; and

WHEREAS, the Council desires that development pay for infrastructure required to support new development (rather than requiring rate payers and customers of Idaho Falls Power to pay or subsidize infrastructure); and

WHEREAS, in certain geographical areas, the City wishes to promote development or redevelopment; and

WHEREAS, the City Code and City Resolutions provide for electric line extension fees that recover costs incurred to extend Idaho Falls Power infrastructure; and

WHEREAS, a waiver or adjustment of electric line extension fees is one (1) method that may encourage development and redevelopment within the City limits where infrastructure already exists; and

WHEREAS, City Code currently provides that the Council may consider the waiver or adjustment of electric line extension fees in certain geographical areas identified by Resolution of the Council; and

WHEREAS, this Resolution identifies the geographical areas within Idaho Falls City limits which qualify for the consideration by Council of waiver or adjustment of some or all of the electric line extension fees associated with development and redevelopment of those areas.

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

1. The City hereby approves consideration of waiver or adjustment of electric line extension fees for development and redevelopment in the areas identified in Exhibit "A" attached to this Resolution and made part hereof.

2. It is the Council’s intent that City staff will review the areas identified in this Resolution designated for development or redevelopment at least annually and that staff will make recommendations to the Council for adjustments to the designated areas, as is deemed to be in the interest of such City development and redevelopment.

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

ADOPTED and effective this _____ day of November, 2016.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Resolution entitled, “A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, IDENTIFYING GEOGRAPHICAL AREAS WITHIN CITY LIMITS WHICH ARE ELIGIBLE FOR CONSIDERATION FOR ELECTRIC LINE EXTENSION FEE WAIVER BY THE COUNCIL; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.”

KATHY HAMPTON, CITY CLERK

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 5 TO ESTABLISH A FEE TO TRANSFER FROM AN ELECTRIC SUPPLIER TO IDAHO FALLS POWER; AND ESTABLISHING AREAS ELIGIBLE FOR CONSIDERATION OF WAIVER OR ADJUSTMENT OF FEES IN TITLE 8, CHAPTER 5 (OTHER THAN METERING FEES); PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City currently charges fees for transfer of customers from an incumbent electric supplier to Idaho Falls Power; and

WHEREAS, the City desires to consider waiver or adjustment of fees related to electric line extension in order to promote or support development and/or redevelopment within City limits and the Idaho Falls Power service area; and

WHEREAS, waiver or adjustment of fees can be an effective tool used to promote such development or redevelopment; and

WHEREAS, the Council wishes to encourage development and redevelopment in areas within the City where electrical utility infrastructure exists; and

WHEREAS, the indemnification of such geographic areas may act as an important economic incentive to encourage the efficient provision of electric utilities in such areas; and

WHEREAS, the Council has determined that the amendments contained in this Ordinance promote Council goals and goals contained within the City's adopted Comprehensive Plan.

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

SECTION 1. Section 8-5-28 of the City Code of the City of Idaho Falls, Idaho is hereby amended as follows:

TRANSFER FROM OTHER UTILITY: Any person who has previously been connected to the facilities of another electric supplier ~~shall, before any extension, connection, or delivery of City electric services to such person, shall pay a transfer charge to the City utility billing office in an amount set from time to time by Resolution of the Council. Such transfer charge shall equal one-half (1/2) of any transfer charge, fee or expense which is paid or which may be paid by the City to the other electric supplier as a direct result of such person's transfer to the City electric facilities; provided, however, no charge shall be imposed or collected from the new customer by reason of~~

~~the purchase from the other electric supplier by the City of any transmission lines, equipment or other facilities used by the transferring customer.~~

SECTION 2. Section 8-5-30 of the City Code of the City of Idaho Falls, Idaho is hereby amended as follows:

...

(C) GENERAL PROVISIONS:

(1) Any fees established by this Subsection shall be in an amount established from time to time by Resolution of the Council.

(2) All line extensions and facilities modifications, including conduit provided by the customer, shall become and are deemed IFP property upon installation.

(3) All line extensions and facilities modifications shall be made in accordance with standard construction requirements of the IFP Service Policy adopted by the Council.

(4) Line extensions or facilities modifications shall be made only after the customer has paid the fees and estimated costs established in this Subsection.

(5) Project Improvements where any new single connected load is anticipated to be larger than 1 MW, shall require a negotiated interconnection agreement between the requester and IFP in addition to the fees and costs for the service. The agreement may take into consideration necessary IFP structure upgrades, such as substation capacity improvements.

(6) Except as provided in ~~s~~Section (B)(4), (B)(5), and (C) of this Subsection, the provisions of this Subsection shall not apply to System Improvements.

~~(7) In areas identified for redevelopment in the Comprehensive Plan and at the sole discretion of IFP, fees for line extensions and facility modifications may be reduced or waived.~~

SECTION 3. Section 8-5-31 of the City Code of the City of Idaho Falls, Idaho is hereby amended as follows:

8-5-31: WAIVER OR ADJUSTMENT OF FEES: Council reserves the right to waive or adjust fees in this Chapter (other than net metering fees) upon a finding of good cause to do so where such waiver or reduction supports development or redevelopment in areas identified from time to time by Resolution of the Council. ~~or the annexation of property contiguous with or surrounded by the City.~~

SECTION 4. 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 5. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 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 City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of November, 2016.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO,
DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 5 TO ESTABLISH A FEE TO TRANSFER FROM AN ELECTRIC SUPPLIER TO IDAHO FALLS POWER; AND ESTABLISHING AREAS ELIGIBLE FOR CONSIDERATION OF WAIVER OR ADJUSTMENT OF FEES IN TITLE 8, CHAPTER 5 (OTHER THAN METERING FEES); PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brad Cramer, Community Development Services Director

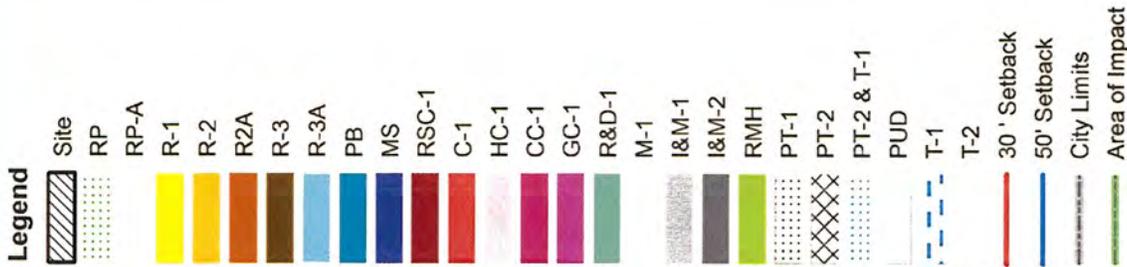
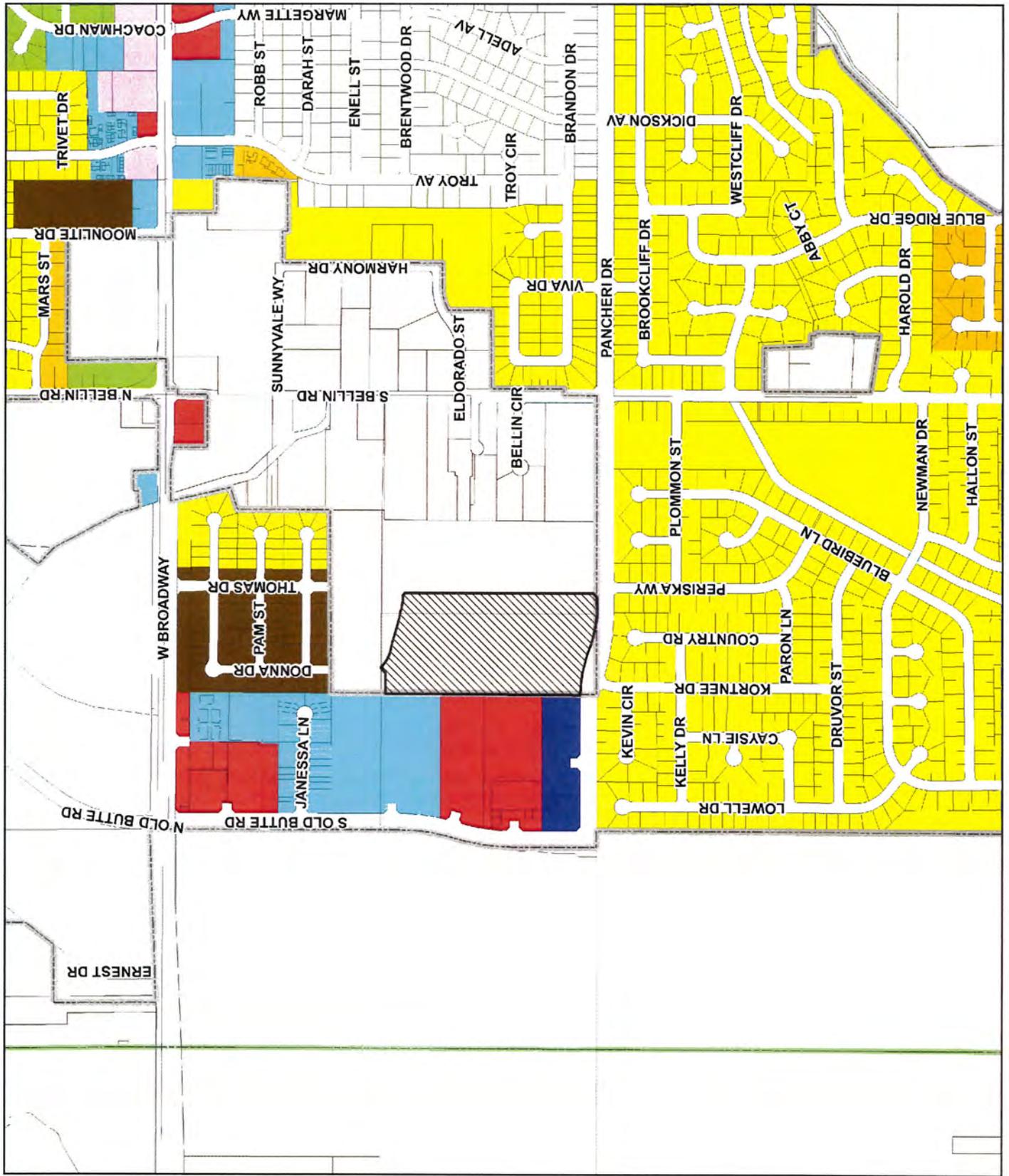
DATE: November 7, 2016

RE: Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards,
Linden Trails Townhomes

Attached is the application for Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards, Linden Trails Townhomes. The Planning and Zoning Commission considered this application at its July 19, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and Council for consideration.

Attachments: Vicinity Map
Aerial Photo
Development Plan
Phasing Plan
Preliminary Plat
Staff Report July 19, 2016
Elevations sketch and photos
Amenity photos
Engineer's Letter
Planning and Zoning Commission minutes July 19, 2016
Resident Letters
Reasoned Statement of Relevant Criteria and Standards

Cc: Kathy Hampton, City Clerk
File

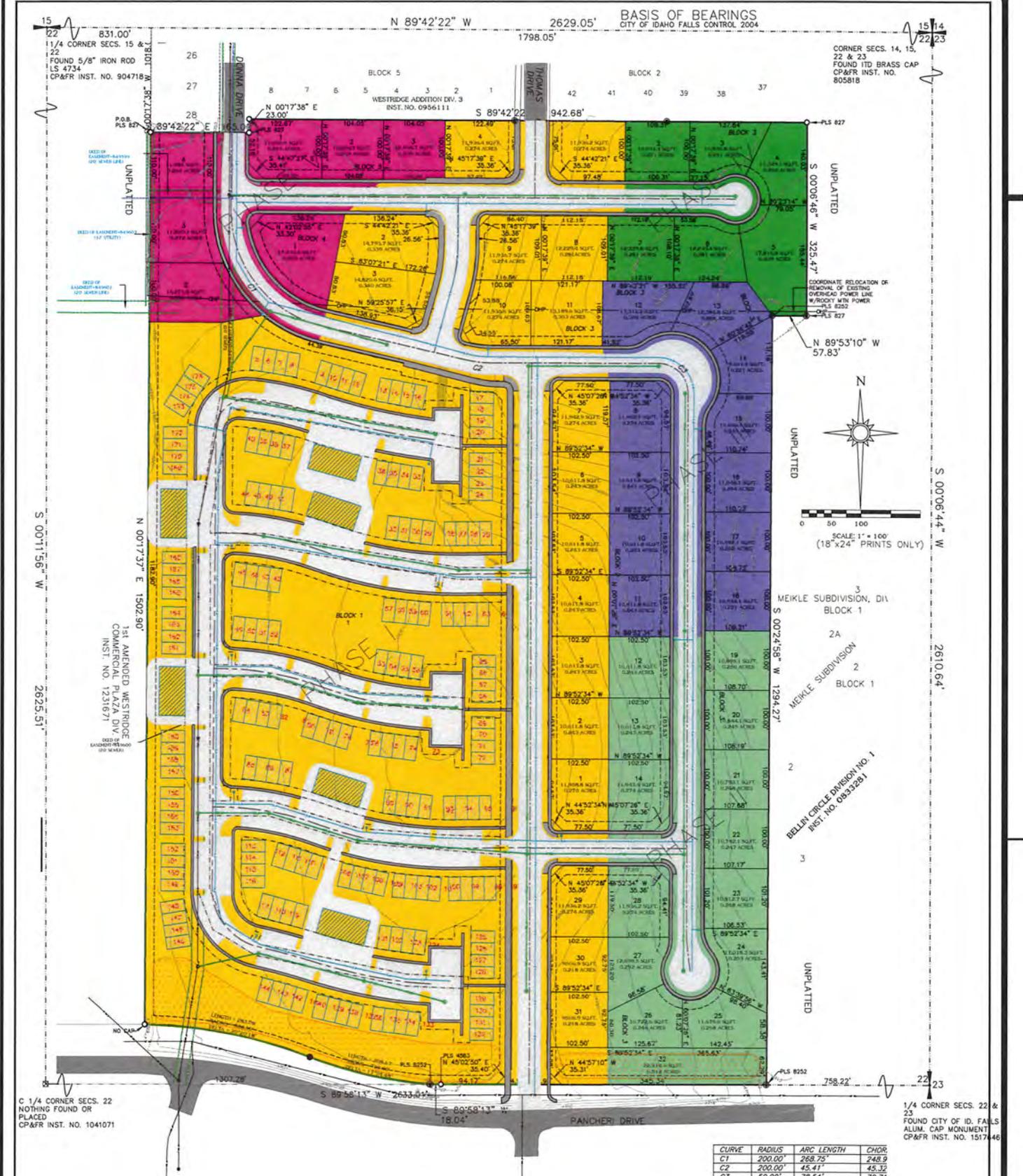


IDAHO FALLS


 Planning Division
 City Annex Building
 680 Park Ave.
 Idaho Falls, ID 83402
 (208) 612-8276

1" = 800'



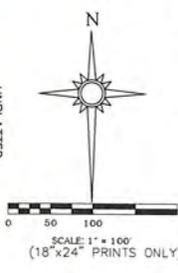


BASIS OF BEARINGS
CITY OF IDAHO FALLS CONTROL 2004

CORNER SECS. 14, 15, 22 & 23
FOUND 1/2" BRASS CAP
CP&FR INST. NO. 805818

15
22 831.00'
1/4 CORNER SECS. 15 & 22
FOUND 5/8" IRON ROD
LS 4734
CP&FR INST. NO. 904718

15 14
22 23
S 00'06'46" W 325.47'
UNPLATTED
COORDINATE RELOCATION OF
REMOVAL OF EXISTING
OVERHEAD POWER LINE
W/ROCKY MOUNTAIN
POWER
PLS 822
N 89°53'10" W
57.83'
S 00'06'14" W
2610.64'
UNPLATTED
MEIKLE SUBDIVISION 3
BLOCK 1
2A
MEIKLE SUBDIVISION 2
BLOCK 1
2
BELLIN CIRCLE DIVISION NO. 1
INST. NO. 0833281
UNPLATTED
22 23
1/4 CORNER SECS. 22 & 23
FOUND CITY OF ID. FALLS
ALUM. CAP MONUMENT
CP&FR INST. NO. 1517446



CURVE	RADIUS	ARC LENGTH	CHORD
C1	200.00'	268.75'	248.9
C2	200.00'	45.41'	45.32
C3	50.00'	78.54'	70.71

SHEET	1
OF	1
SHEETS	
DRAWN BY	SCR
CHECKED BY	SCR
PROJECT NO.	0118
DATE	06/09/2016
REVISIONS	

CORNERSTONE GEOMATICS
A Professional Land Surveying Company
(208) 390-8643 • 1592 N. 775 E., Shelley, ID 83274 • shane@cornerstonegeomatics.org
www.cornerstonegeomatics.org • Commit to the Land wherever you do and he will establish your plans.

PRELIMINARY PLAT
LINDEN TRAILS
PART OF NE 1/4, SEC. 22, T. 2 N, R. 37 E, B.M.

IDAHO FALLS PLANNING AND ZONING COMMISSION

STAFF REPORT

Planned Unit Development

Linden Trails

July 19, 2016



Community
Development
Services

Applicant: Connect Engineering

Location: Generally south of Broadway, west of S Bellin Rd., north of Pancheri Dr. and east of S Old Butte Rd.

Size: 16.799 acres

Units: 172

Density: 10 units per acre

Existing Zoning:

Site: County A-1 Agricultural

North: R-3

South: R-1

East: R-1 (Proposed)

West: R-3A, C-1, MS

Existing Land Use:

Site: Vacant/ Undeveloped

North: Residential

South: Residential

East: Residential

(Proposed)

West: High & Low Density Residential, Commercial

Future Land Use Map:

Low Density Residential

Attachments:

1. Subdivision information
2. Maps and aerial photos
3. Development Plan and phasing schedule
4. Elevation Photos
5. Horrocks Letter

Requested Action: To **recommend** to the Mayor and City Council approval of the Planned Unit Development for Linden Trails.

Staff Comments: The property is proposed to be annexed and zoned R-2. The R-2 Zone would allow up to 17 units per acre under the PUD. The proposed PUD includes 172 units or a density of 10 units per acre. Units will be constructed as attached townhomes with four units per building. The development includes uncovered parking spaces and garage structures as well. 440 parking spaces will be provided in this manner, exceeding minimum requirements.

All areas of the PUD not covered by building or drive area will be landscaped. In addition to the landscaping the development includes several common areas including a central park area with picnic areas and playground equipment. The subdivision to the north includes a 10-foot path connecting to the pathway system along Broadway. This same path will be extended through the development along Periska Way connecting to the Pancheri pathway system allowing for great pedestrian connection in and through the development.

The proposed underlying R-2 Zone District will govern the project unless varied by the PUD. Each individual townhome is proposed to be platted on its own lot matching the footprint of the building. As a result the minimum setbacks for the structures will need to be reduced to zero. Perimeter setbacks around the development are similar to the requirements of the R-2 Zone.

A traffic study was completed for the entire subdivision. The study concluded that project traffic from the development will not cause any issues with excessive delay or queueing. The study recommended a right-turn lane at the Pancheri Drive access may be added. This will be determined by Public Works as they work through the design and construction of the subdivision.

The applicant conducted a neighborhood meeting regarding the development on June 7, 2016.

Staff Recommendation: Staff would recommend approval of the Planned Unit Development.

Planned Unit Development Considerations: Criterial from Section 10-3-5(Z)1of the Comprehensive Zoning Ordinance.

PUD Standards	Staff Comment
<p>General Objectives and Characteristics: Proposed PUD meets the objectives of permitting a PUD</p>	<p>Objectives met by the proposed PUD include the following:</p> <ol style="list-style-type: none"> 1) Promoting flexibility and innovation of design while permitting diversification of development types in order to encourage the most suitable use of a site; 2) Achieving a compatible land use relationship with the surrounding area; 3) Promoting redevelopment and reuse of previously developed property; 4) Encouraging development of vacant properties with developed areas; 5) Providing useable and suitably located common space, recreation facilities or other public/common facilities; 6) Facilitating functional and efficient systems of streets, pathways, utilities, and municipal services on and off site; 7) Promoting efficient use of land with a more flexible arrangement of buildings and land uses; 8) Providing for master planned development that includes interconnected design elements between structures or phases, increased amounts of landscaping or natural features, connections to the surrounding neighborhood or public lands and unique architectural features; 9) Ensuring appropriate phasing of development and amenities and 10) Providing for attractive streetscapes that are not dominated by parked vehicles or garage entrances.
<p>Siting Requirements: Minimum site size shall be two (2) acres</p>	<p>The PUD includes 16.799 acres.</p>
<p>Regulations and Uses: Function as an overlay zone, all regulations and uses shall be the same as the underlying zone district unless modified as part of the PUD</p>	<p>The proposed underlying Zone District for this property is R-2. Unless otherwise varied the R-2 use and development standards shall govern the project.</p> <p><u>Varied Development Standards:</u></p> <ul style="list-style-type: none"> • Reduction of setback requirements to accommodate the platting of individual lots matching the footprint of the townhome units. • Setbacks adjacent to the street reduced from 30-feet to 25-feet.
<p>Unified Control:</p>	<p>The PUD will include a Home Owners Association.</p>
<p>Density: Residential Density in a R-2 Zone shall not exceed 17 units per acre</p>	<p>10 units per acre 172 townhome units on 16.799 acres</p>

<p>Locations of Buildings and Structures: Setbacks shall reflect the general standards of the area and character of the neighborhood</p>	<p>This area includes a mix of housing types and zoning designations. The setback and building locations are consistent with the neighboring residential developments</p>
<p>Height Requirements: Setbacks should increase as overall height increases.</p>	<p>The R-2 Zone maximum height requirement is two stories. The proposed buildings will not exceed this requirement, being two story townhomes. Residences in this area are a mix of single and two story structures.</p>
<p>Arrangement and Design: Structures within a PUD should include a high quality of design and architecture as demonstrated by cohesive building styles, a range of building positions, custom architectural features, and varied building materials. Residential buildings should be separated and arranged to provide for private space, in addition to providing for common areas.</p>	<p>The buildings are oriented around open common areas. The layout provides for areas shared by the building's tenants and areas shared by the entire complex.</p>
<p>Landscaping: All areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.</p>	<p>All non-hard surfaced areas are proposed to be covered by landscaping. The proposed landscaped area will include over seven acres of open space.</p>
<p>Common Space: All PUDs shall provide common space and landscape areas. Not less than twenty five percent (25%) of the gross area of a PUD shall be designated and maintained as common space for the recreational and/or common use of the occupants of the development.</p>	<p>The proposal will exceed the minimum 25% common space.</p>
<p>Amenities: PUDs shall provide amenities in addition to the common space required by this Section. The number and size of amenities should increase as overall acreage and scale of the development increases.</p>	<p>The development proposes to provide active recreation areas, including a central park with picnic areas and playground equipment.</p>
<p>Pedestrian System: Walkways shall form a logical, safe, and convenient system for pedestrian access to all structures, project facilities and amenities, and principal off-site pedestrian</p>	<p>The subdivision to the north includes a 10-foot path connecting to the pathway system along Broadway. This same path will be extended through the development along Periska Way connecting to the Pancheri pathway system allowing for great pedestrian connection in and through the development.</p>

destinations.	
Phasing:	The development is proposed to be completed in six phases as outlined in the attachment.

Comprehensive Plan Policies:

Through their feedback, residents told us they wanted treed residential areas to be:

- With a strong sense of identity
- Served by neighborhood parks and schools
- Linked by sidewalks and trails to facilities both within and outside the neighborhood
- Shielded from but convenient to attractive, landscaped shopping areas
- Offering affordable housing available to all income ranges (p.38)

Residential development should reflect the economic and social diversity of Idaho Falls. New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. (p.40)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. Not only is a compact city convenient but the provision of public facilities is less expensive. Growth does not always occur at the fringe of a community. Vacant lands or underutilized parcels may redevelop to more intensive uses which use existing utilities. (p. 67)

Higher density residential: Homes, apartments, and condominiums developed at densities of 8 to 35 units per acre. (p.63)

Underlying Zone District Information:

10-3-11: R-2 RESIDENCE ZONE

(A) General Objectives and Characteristics.

The objective in establishing the R-2 Residence Zone is to encourage the creation and maintenance of residential areas within the City which are characterized by smaller dwellings, somewhat more compact and denser residential development, and somewhat higher volumes of vehicular and pedestrian traffic than are characteristic of the RP, RP-A and R-1 Zones. The principal uses permitted in the R-2 Residence Zone shall be one-family dwellings, duplexes, triplexes, four-plexes, and certain other public facilities which are necessary to promote and maintain stable residential areas.

In order to accomplish the objectives and purposes of this Zoning Code and to promote the essential characteristics of this Zone, the following regulations shall apply in the R-2 Residence Zone:

(B) Use Requirements.

The following uses shall be permitted in the R-2 Zone:

- (1) Any use permitted in the RP, RP-A and R-1 Residence Zones.
- (2) Two (2), Three (3) and Four (4) Family Dwellings.
- (3) Day-Care Centers.
- (4) Single-Family Attached Dwellings

(C) Area Requirements.

An area of not less than six thousand square feet (6,000 ft.²) shall be provided and maintained for each one-family dwelling, plus one thousand additional square feet (1,000 ft.²) of lot area for each additional dwelling unit. For child day-care centers, a lot area of at least eight thousand (8,000 ft.²) shall be required. No minimum

area shall be required for other main buildings except as may be required for conditional uses permitted in the Zone.

(D) Width Requirements.

The minimum width of any building site for a dwelling shall be sixty feet (60') for each one-family dwelling and eighty feet (80') feet for each two-family, three-family, and four-family dwelling and child day-care center, measured at the building setback line.

(E) Location of Buildings and Structures.

(1) Setback all buildings shall be set back a minimum distance of thirty feet (30') from any public street, except as herein provided and required under the provisions of this Zoning Code.

EXCEPTION: On a side street where a maximum of two (2) lots face the street, a setback of not less than fifteen feet (15') is permitted on the side street. (See also, Supplementary Regulations to Zones)

(2) Side Yards. For main buildings there shall be a side yard of not less than eight inches (8") for each foot of building height, except that no side yard shall be less than seven feet (7'), six inches (6"). Side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building.

EXCEPTION: Single-family attached dwellings shall have no side yard setback requirement at the property line separating the attached or party wall or walls; however, all accessory buildings shall comply with the setback requirements set forth above.

(3) Rear Yards. For main buildings there shall be a rear yard of not less than twenty-five feet (25') on both interior and corner lots. For accessory buildings no rear yard shall be required, except where an alley is located at the rear of a lot, in which case a three foot (3') rear yard is required.

(F) Height Requirements.

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

(G) Size of Buildings.

No requirement.

(H) Lot Coverage and Landscaping.

(1) Maximum Lot Coverage. Lot coverage, including all area under roofs and paved or concrete surfaces, shall not exceed eighty percent (80%) of the total lot and parking area. The maximum lot coverage of single-family attached dwelling units shall be sixty-five percent (65%) for interior lots and fifty percent (50%) for corner lots. The remaining lot area shall be landscaped in accordance with Landscaping subsection of this Zoning Code.

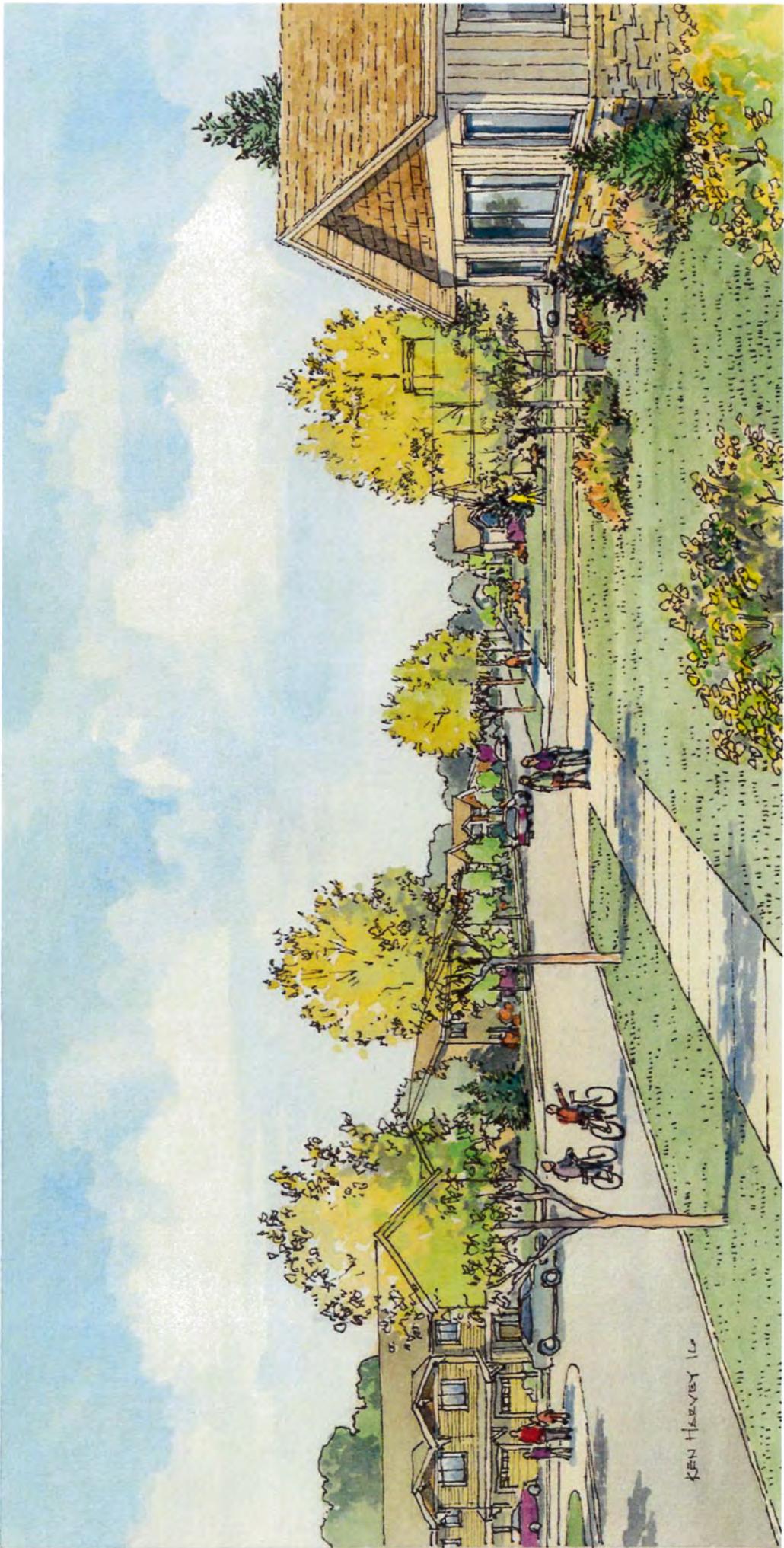
(2) Lot Coverage Exemption. The landscaped area on a lot will be considered to include such hard-surface outdoor recreation facilities as tennis courts, basketball courts, shuffleboard courts, and swimming pools, provided that:

(a) The hard-surface outdoor recreation facilities make up no more than forty percent (40%) percent of the required landscaped area, and

(b) Those facilities are available for the use of all residents of the development.

(3) Required Buffers. Wherever a development in the R-2 Zone adjoins land zoned RP, RP-A, R-1 or RMH, or unincorporated land designated for single family residential use in the City's Comprehensive Plan, a minimum ten foot (10') foot wide landscaped buffer shall be provided. This buffer may be included in the twenty percent (20%) percent minimum landscaped area required in A. above.

(4) Required Perimeter Landscaping. The required front setback and side yard which faces on a public street shall not be used for parking but shall be landscaped except for permitted driveways. Required landscaping shall include lawn or other ground cover and trees spaced at no less than forty (40) foot centers.



KEN HARVEY 1/04







Linden Trails Amenity Concepts



5700 East Franklin Road, Suite 160
Nampa, Idaho 83687
www.horrocks.com



Idaho Office
Tel: 208.463.4197
Fax: 208.463.7561

July 6, 2016

Kerry Beutler
Assistant Planning Director
680 Park Avenue
Idaho Falls, Idaho 83402

**Subject: Linden Trails Subdivision
Annexation and Zoning, Preliminary Plat, Planned Unit Development**

Dear Mr. Beutler:

On behalf of Dennis Hourany, we are submitting applications for Linden Trails Subdivision. Linden Trails Subdivision has been designed as a residential community made up of single-family residential homes; two housing types are proposed: traditional single family detached homes on quarter acre lots and single family attached townhomes. The single-family attached townhomes will each be located on individual lots allowing for ownership of the townhomes.

The proposed development will feature a density of 3.4 dwelling units per acre for the traditional single family portion of the development and a density of 8.19 dwelling units per acre for the townhome portion of the development. As a part of our application, our client is also requesting R-1 zoning for the single family detached homes and R-2 zoning for the attached townhomes. A PUD is also being requested to allow for flexibility in design standards to allow for an innovative design which will feature townhouse platted on individual lots, 25 % open space, and active recreation areas. A total of 7.98 acres of open space are proposed for the development.

Proposed Project

Our client is proposing to construct 229 single-family homes on a 37.8 acre parcel currently located in Bonneville County. The property is currently zoned "Agriculture." The property is located on Pancheri Road, east of Old Butte Road. The property will be served by urban services. The subject property is located immediately to the south of the existing residential subdivision, Westridge Addition Division and to the west of County residential development. All existing residential development bordering the proposed subdivision will be buffered by proposed quarter acre single family lots.

Comprehensive Plan

The Idaho Falls Comprehensive Plan Map has identified the Linden Creek Subdivision property as Low Density Residential. The proposed R-1 zoning and the proposed residential subdivision are fully compatible with Idaho Falls' Comprehensive Plan designation; the proposed R-2 zoning is requested to accommodate the proposed townhouse lots. R-2 zoning is also considered to be compatible with this Comprehensive Plan designation.

Planned Unit Development

A Planned Unit Development has been requested for Linden Trails Subdivision to allow for flexibility in the dimensional standards of the R-2 zone. This flexibility will allow for the townhouse units to each be sited on an individual lot; this lot configuration will make it possible for residents to purchase townhouse units. The developer of Linden Trails does not intend to market the proposed townhomes as an apartment complex as allowed in the R-2A zone without a PUD; the PUD request is to allow the townhomes to be platted in the proposed configuration for the sale of individual units.

Proposed amenities for the subdivision include 25% open space including large, central open space areas with picnic areas and quality playground equipment.

Neighborhood Meeting

Staff from Horrocks Engineers and Connect Engineering met with neighbors of the proposed subdivision on June 7, 2016. Approximately 25 neighbors attended the neighborhood meeting. Questions were raised on traffic which will be generated by the development, proposed housing types, and the timeline for the proposed development.

Compatibility with Surrounding Land Uses

The proposed Linden Creek Subdivision is located in an area which has been identified for residential development by Idaho Falls' Comprehensive Plan Map. The subject property is located immediately to the north of Pancheri, a major arterial road, and immediately to the south of a small lot residential subdivision. Large, quarter acre lots with traditional single family homes will border the existing residential subdivisions to the north and to the east. Proposed roadways connect to the subdivision to the north at the request of the City of Idaho Falls. The proposed subdivision is fully compatible with both

surrounding properties and the Idaho Falls Comprehensive Plan and will provide a quality residential subdivision for Idaho Falls residents.

Thank you for your consideration of this project. Horrocks Engineers and Blake Jolley with Connect Engineering have worked closely with Idaho Falls staff to ensure that Linden Creek Subdivision will be a positive addition to the city of Idaho Falls.

If you have any questions regarding this submittal, please contact Wendy Shrief at (208) 463-4197 or the project engineer, Blake Jolley at (208) 681-8590. We appreciate working with you on this project.

Sincerely,
Horrocks Engineers

Wendy Shrief, AICP

modifying the statement so they are not out of sync with what the study did actually conclude. Wimborne suggested that on #7 they could simply say: "The applicant completed a traffic study." Wimborne suggested on #6 that it read: "Access to the development will come from the extension of Periska Way on the north side of Pancheri with connections to the north through Thomas and Donna Drives.

Morrison moved to approve the Reasoned Statement of Relevant Criteria and Standards with changes as read (#6 to read: *Access to the development will come from the extension of Periska Way on the north side of Pancheri with connection to the north through Thomas and Donna Drive, and changes to #7 to read: *The applicant completed a traffic study for the development), Denney seconded the motion and it passed 4-1. Swaney opposed the motion.**

Swaney indicated that his opposition is still to the traffic study and the 229 residential units will generate only 32 peak hour trips at Pancheri intersection or the Thomas intersection with Broadway and Swaney does not think Westridge needs to bear the burden of the hazard of additional trips.

7. PLANNED UNIT DEVELOPMENT 16-005. Linden Trails Townhomes. Beutler presented the staff report, a part of the record.

Wimborne opened the public hearing.

Applicant:

Wendy Sharief, 460 Franklin, Nampa, Idaho. Sharief stated that the reason they are applying for a PUD is so they can individually plat the townhome units so they can be sold individually. Sharief stated that there is a minimum of 25% open space that is required for a PUD and in this project there is 8 acres (47%) green space. Sharief stated that they are providing amenities and extending a 10' pathway through to Pancheri which will link the pathway in the area. Sharief stated that in the centralized open space area they will have picnic equipment and playground equipment. Sharief added that the recreation area will be open to the neighborhood and will not be closed off. Wimborne clarified that with the individual plat would only be the ground right under the townhome and there is no yard or other area associated with the purchase. Sharief agreed with Wimborne. Sharief stated that all of the green space surrounding the units will be in a common lot that is owned and maintained by the home owner's association. Sharief stated that the residents will pay monthly dues for the upkeep and landscaping in the area. Josephson asked if the water and sewer is individual hook ups or one hook up per building. Sharief stated they will work with City Engineering. Sharief stated that they anticipate having an individual water and sewer hook-up for each unit, but it will be up to what the City Engineering department decides to deal with the lines. Sharief stated that any lines coming into the unit are in a common lot, so it is easier to extend individual utilities to the buildings. Sharief added that each unit will be metered. Sharief showed elevation drawings of a development the developers did, that is more-dense than the proposed development.

Lance Mortensen, 415 Stateline Rd., Freedom, Idaho. Mortensen stated that by putting the open area in a home owner's association, it will always be maintained by the association and it will always look nice. Mortensen stated that if one home owner did not pay their bill the area is still maintained. Mortensen stated that each unit pays in approximately \$60.00/month for the

maintenance of the landscaping, fencing, playground, asphalt areas, cleaning, etc. Mortensen stated that if the area was a 4-plex, the banks would not loan money so that people can own their own home and the land underneath it. Morrison asked who is responsible for maintaining the outside of the buildings. Mortensen stated that the HOA is responsible for that maintenance.

No one appeared in support.

Opposition:

Brianna Dixon, 2844 Pam, Idaho Falls, Idaho. Dixon stated that they feel better knowing there is an HOA. Dixon stated that the traffic is still a problem for her.

Applicant: Wendy Sharief, 460 Franklin, Nampa, Idaho. Sharief stated that they are asking for the approval of the PUD so they can sell off the individual units. Sharief stated that they are quality developers.

Wimborne closed the public hearing.

Morrison thanked the public for their input and courtesy. Morrison thanked the developers for their presentation. Black stated that the input from the community is taken very seriously. Black commended the developer for exceeding the requirement for green space and not maximizing the density of the units. Swaney agreed with Black and Morrison on the PUD concept. Swaney asked staff and the City Engineer to take a much harder look at traffic studies, as he does not feel that this traffic study is credible and Swaney agrees with the residents' concerns on creating traffic problems and traffic hazards for the existing residents and future residents.

Josephson moved to recommend to the Mayor and City Council approval of the Planned Unit Development for Linden Trails as presented, Morrison seconded the motion and it passed unanimously.

Wimborne Adjourned the meeting.

Respectfully Submitted

Beckie Thompson, Recorder

July 5, 2016

Idaho Falls Planning and Zoning
P.O. Box 50220
680 Park Ave.
Idaho Falls, ID 83405

Re: July 19, 206 hearing – Plat 16-015 *LINDEN TRAILS*

Dear Commission:

Please consider these comments with regard to your review of Plat 16-015, the area south of Broadway, West of S. Bellin Rd., and north of Pancheri Dr.

I live on property which borders the east boundary of the planned development. My concerns are as follows:

1. With regard to the single dwelling plan, I would prefer larger lots consistent with the adjacent Mill Run neighborhood but recognize that the lot size is still consistent with low density housing. The plan does not call for any buffer between the planned lots/houses and the existing estates on the east, which would result in a sudden and disconcerting contrast in neighborhoods/houses. The plan should have a buffer zone.

2. The plan does not call for a community park or common recreation area. Consistent with the objectives of the Comprehensive Plan, the development should include a park.

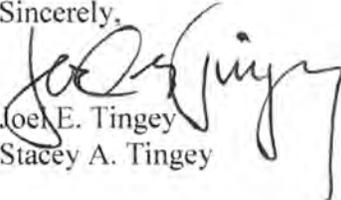
3. Another major concern is the plan for 4-plexes and multi-family dwellings.

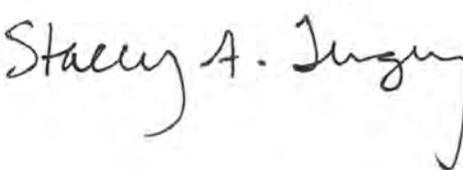
- The Land Use Plan map in the Comprehensive Plan has the area zoned for low density housing. This would be a substantial deviation from the Comprehensive Plan and Land Use Plan.

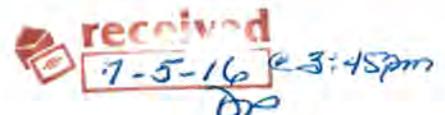
- The planned 4-plexes would significantly alter the identity of the neighborhood. Noise and traffic would increase dramatically ruining the existing character of the area. In short, the 4-plexes would end up overwhelming the neighborhood and area in a detrimental manner. The planned development of 4-plexes should be rejected.

Thank you for your consideration.

Sincerely,


Joel E. Tingey
Stacey A. Tingey





Alan & Gloria Udy
1002 Plommon Circle
Idaho Falls, Idaho 83402

RECEIVED

JUL 17 2016

CITY OF IDAHO FALLS

July 12, 2016

City of Idaho Falls
Planning Department
PO Box 50220
Idaho Falls, ID 83405

Re: Public Hearing on Preliminary Plat for Phased Residential Development - Linden Trails, Division No 1, - Single Family and R-2 Residence, 2, 3, & 4 Plexes. Also Linden Trails development for 43 4-Plex Townhomes.

Gentlemen:

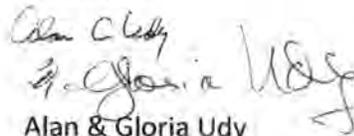
This is not a great plan for the development of the west side of Idaho Falls, and in particular this neighborhood. In general, the notes and legends on the drawings distributed are, at best, unreadable. This prevents a review of all that is proposed. What is obvious is that the developer is hoping to shoehorn over (a conservative estimate) 210 family units into 38.851 acres, over 5.4 families per acre, even higher when you subtract the approximately 12 acres of roads and parking lots. No thought has been given to the following that are of prime importance:

- 1). Traffic flow to already busy roads, including no additional traffic lights (such as at S. Bellin and Pancheri, where we both have witnessed drivers already ignoring the 4-way stop signs). Is only 2 outlets (Thomas to Broadway, and Periska to Pancheri) for over 210 family units acceptable to applicable life safety codes?
- 2). Roads are slick when wet and icy in winter, Pancheri's curves do not allow for easy entrance to already busy roads.
- 3). Impact of that many homes on the schools in the area that are at present filled to capacity.
- 4). There is no commercial development within walking distance; let alone sidewalks or bike paths connecting to surrounding areas
- 5). No green space (i.e., parkland) is allocated for people to recreate or enjoy the beautiful place where we live.
- 6). Not enough room for that many more people to live.
- 7). Small lots that do not allow for people to have yards and outdoor space.
- 8). Inadequate parking for units planned.
- 9). Burden on city services such as police and fire, and trash collection, and snow removal without enough resources (Personnel and where will the trash collected and the snow removed end up?.

- 10). Failure to plan for how these homes will be marketed. Right now, many, many empty apartments and homes are in Idaho Falls. Why build more to sit empty?
- 11). Lack of space for schools, churches, grocery stores corresponding with the development.
- 12). How are these people to get to school? work? shopping?
- 13). Why not include a city park?
- 14). Why not leave some green space?
- 15). Is this development in city's best interest? Adding that much population density is sure to create predicaments that cannot even be projected.
- 16). There is no indication that adequacy of power, phone lines (DSL), cable, internet, etc. has been addressed by the developer or the city. How will improvements be made, paid for, and by whom?
- 17). Has the City of Idaho Falls determined that the sewer trunk line crossing the Snake River (and other area sewer lines) is adequate to handle the additional burden of over 210 additional families without negatively affecting existing connections? Will the developer pay for any needed capacity improvements?
- 18). Has the City of Idaho Falls determined that the water supply will continue to have adequate pressure for all existing and future residents and the fire department? Will the developer pay for any needed capacity improvements (additional wells, distribution lines, etc.)?
- 19). Has School District 91 determined that the existing schools are not only adequate to handle the additional influx of students that will be added by over 210 families, but that the quality of education will not be negatively affected by this addition? Will the developer pay for any needed capacity improvements, including, if needed, additional buses and classroom additions (where feasible), or will an additional elementary school be needed?

This note is just so you know that there are many that are concerned about the platting and zoning of this proposed development on the west side of Idaho Falls.

Sincerely,



Alan & Gloria Udy
208-522-0389

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

PLANNED UNIT DEVELOPMENT FOR LINDEN TRAILS LOCATED GENERALLY SOUTH OF BROADWAY, WEST OF S BELLIN RD., NORTH OF PANCHERI DR. AND EAST OF S OLD BUTTE RD.

WHEREAS, the applicant filed an application for a final plat on May 3, 2015; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on July 19, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on November 10, 2016 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 16.799 acre parcel located generally south of Broadway, west of S Bellin Rd., north of Pancheri Dr. and east of S Old Butte Rd.
3. The property is currently zoned R-2 and the proposed PUD includes 172 townhome units.
4. The development is proposed to be completed in six phases including landscaping and amenities.
5. All areas of the PUD not covered by building or drive area will be landscaped. In addition to the landscaping the development includes several common areas including a central park area with picnic areas and playground equipment.
6. Each individual townhome is proposed to be platted on its own lot matching the footprint of the building.
7. A traffic study was completed for the entire subdivision. The study concluded that project traffic from the development will not cause any issues with excessive delay or queueing.
8. The applicant conducted a neighborhood meeting regarding the development on June 7, 2016.
9. The PUD complies with the requirements of 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 PUD for the Linden Trails development.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor