CITY OF IDAHO FALLS

City Clerk's Office

NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN that the City Council of the City of Idaho Falls will hold a Special Meeting (Council Work Session) on the **10th day of August, 2015, at 3:00 p.m.**, in the City Council Chambers located in the City Annex Building at 680 Park Avenue, Idaho Falls, Idaho. The purpose of this meeting is:

Idaho Falls Power:	-Presentation of 2015-16 Cost of Service Study and Other Rate Recommendations (15)
Fire Department:	-Discussion of Ambulance Contract (30)
Public Works:	-Discussion of Amendment to Sewer Service Contract – Heritage Charter School (15) -Discussion of Sanitation Autoload Update and Proposed Implementation Schedule, including Ordinance Change to Title 8, Chapter 6 (15) -Discussion of 25th Street/Hitt Road Signal Improvements, including Joint Powers Agreement and Approval to Advertise (15) -Discussion of Water Facility Plan – Overview of Public Comments and Key Report Recommendations (15)
Legal Department:	-MOU between City and County Prosecutor Regarding Case Management (30) -Consideration of Ordinance to Increase Council/ Mayor Salaries (30)
Mayor and Council:	-Mayor and City Council Reports (15)

Such meeting may be cancelled or recessed to a later time or place upon resolution by the City Council at such meeting.

The public is invited to attend.

DATED this 6th day of August, 2015.

Kathy Hampton

Kathy Hampton
City Clerk

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

PUBLIC WORKS ITEM

AMENDMENT TO SEWER SERVICE AGREEMENT – HERITAGE CHARTER SCHOOL

AMENDMENT TO
SEWER SERVICE CONTRACT

This AMENDMENT TO SEWER SERVICE CONTRACT is entered into by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho ("CITY"), and American Heritage Charter School, Inc., an Idaho non-profit corporation and an Idaho public charter school ("CUSTOMER"), for the purpose of amending the SEWER SERVICE CONTRACT between the parties, dated March 18, 2013, which was recorded on March 18, 2013, as Instrument No. 1441271 in the property records of Bonneville County, Idaho.

W I T N E S S E T H

WHEREAS, on or about March 18, 2013, CITY entered into the SEWER SERVICE CONTRACT with CUSTOMER, in relation to the property described in Exhibit "A" of the SEWER SERVICE CONTRACT, which is legally described as:

> A parcel of land in the NE of the NE of Section 28, T. 2 N., R. 37 E., Boise Meridian, Bonneville County, Idaho, described as follows :
>
> Beginning at the Northeast corner of Section 28 monumented by a City of Idaho Falls brass cap monument; thence running along the East line of said Section 28 S0°09'05"W 330.05 feet; thence N89°50'23"W 24.93 feet to a half inch iron rod with a plastic cap stamped PLS 14750; thence S00°09'37"W 259.15 feet to a half inch iron rod with a plastic stamped PLS 14750; thence N89°50'23"W 193.00 feet to a half inch iron rod with a plastic cap stamped PLS 14750; thence N71o 50'23"W 100.00 feet to a half inch iron rod with a plastic cap stamped PLS 14750; thence N58°50'23"W 132.41 feet; thence N0°08'46"E 465.48 feet to a half inch rebar stamped PLS 760; thence S89°46'43"E 30.60 feet to a half inch iron rod with plastic stamped PLS 14750; thence N0°09'37"E 24.49 feet to a point on the North line of said Section 28; thence along said North line of said Section 28 589°51'49"E 396.00 feet to the point of beginning and containing 5.400 acres more or less.;

and

WHEREAS, CUSTOMER seeks to expand the facilities on the property and construct an addition building on the property; and

WHEREAS, the SEWER SERVICE CONTRACT does not permit any extensions or additional building to be connected to CITY's sewer service; and

WHEREAS, CITY owns and operates a municipal sewage collection and treatment system within the corporate limits of the City of Idaho Falls, for the benefit of its citizens; and

WHEREAS, CUSTOMER desires to obtain additional sewer service to its premises located outside the corporate limits of the City of Idaho Falls adjacent to the structure that was served under the contract agreement; and

WHEREAS, CITY desires to extend additional sewer service to CUSTOMER property.

NOW THEREFORE, the parties hereby agree to the following modifications and revision of the SEWER SERVICE CONTRACT.

1. Paragraph 1 of the SEWER SERVICE CONTRACT shall be amended to read as follows:

   1. Delivery of Sewer Service. CITY agrees to provide sewer service for CUSTOMER in accordance with all ordinances, resolutions and policies generally adopted by CITY, and CUSTOMER agrees to obey and keep all rules, regulations and obligations set forth therein, as the same now exist or as may be amended hereafter. Sewer service shall apply to the ("Property") described in Exhibit "A" attached hereto, and by this reference made a part hereof. CUSTOMER shall install a sewer lateral to the existing sewer main located at physical address: 1736 South 35th West.

2. Paragraph 6 of the SEWER SERVICE CONTRACT shall be amended to read as follows:

   6. Extensions Prohibited. CUSTOMER agrees that it will not connect or allow to be connected any extension to the sewer service of CITY for the purpose of serving any premises other than the existing historic school and proposed junior high/high school buildings depicted on Exhibit "A" to the AMENDMENT TO SEWER SERVICE CONTRACT.

3. Paragraph 9 of the SEWER SERVICE CONTRACT shall be amended to read as follows:

   9. Connection Fee. CUSTOMER agrees to pay to CITY a sewer service connection fee in the amount of one-thousand twenty-three dollars ($1,023.00) for each single building connection plus thirty-four dollars and twenty cents ($34.20) per plumbing fixture in excess of four (4) fixtures for each building.

4. Paragraph 10 of the SEWER SERVICE CONTRACT shall be amended to read as follows:

   10. Limitations on Use. Customer agrees that sewer service provided herein shall be limited solely to the following use: two (2) single services, one (1) for the existing historic school and one (1) for the proposed junior high/high school buildings, which are or will be located at 1736 S 35th W, Idaho Falls, as depicted on Exhibit "A" to the AMENDMENT TO SEWER SERVICE CONTRACT.

5. No Modification of Sewer Service Contract. The SEWER SERVICE CONTRACT is modified by this AMENDMENT TO SEWER SERVICE CONTRACT only to the extent expressly provided herein. Any provision of the SEWER SERVICE CONTRACT not specifically modified by this AMENDMENT TO SEWER SERVICE CONTRACT remains in full force and effect.

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

ATTEST:

_____
Rosemarie Anderson, City Clerk

CITY OF IDAHO FALLS

By_____
Rebecca L. Noah Casper, Mayor

CUSTOMER

By Debra A. Infanger
Debra A. Infanger
President, American Heritage Charter School, Inc.

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2015, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

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

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 31 day of JULY, 2015, before me, the undersigned, a notary public, in and for said State, personally appeared Debra A. Infanger, known or identified to me to be the President of American Heritage Charter School., a limited liability company, and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of American Heritage Charter School.

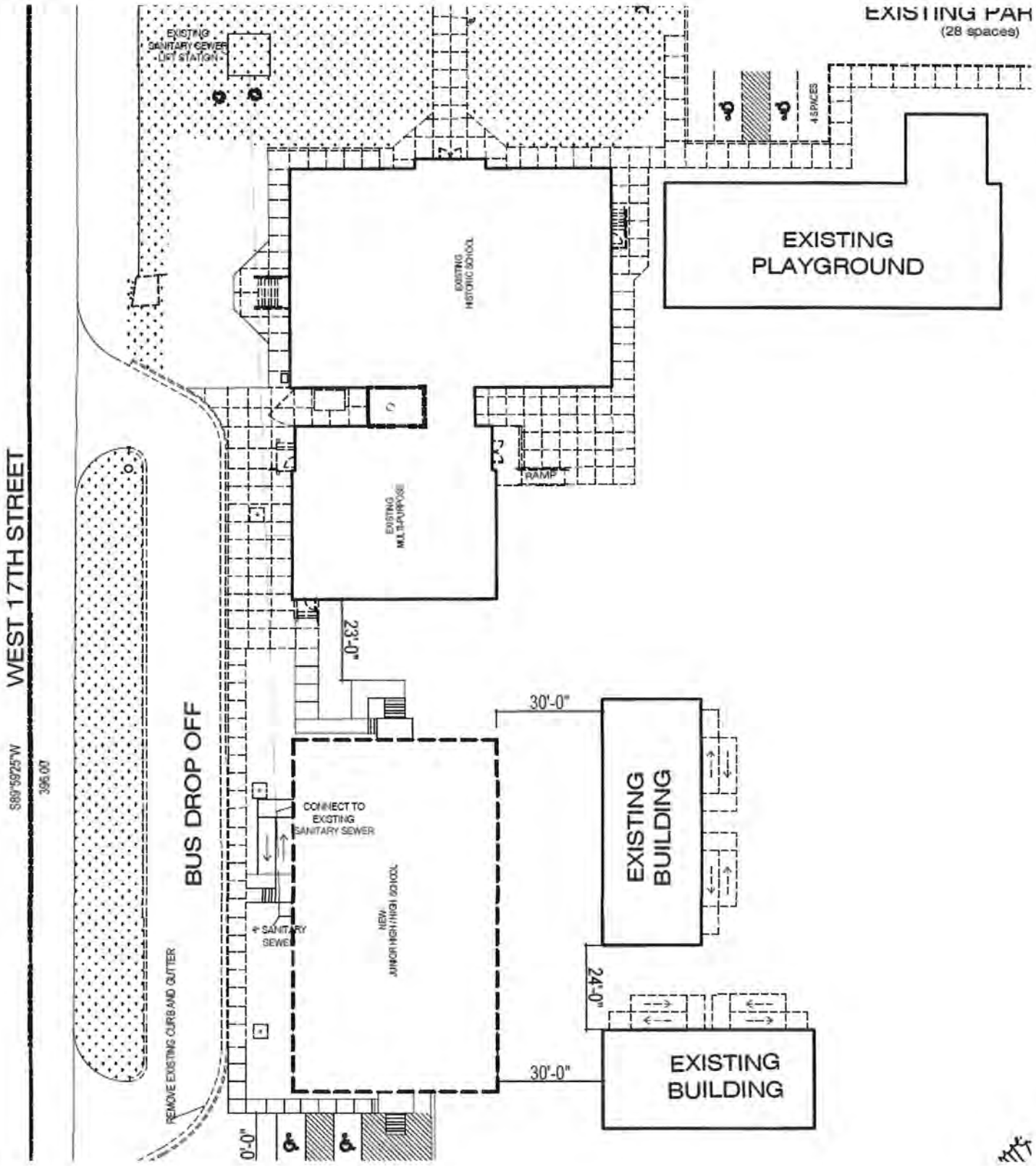
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

_____
Notary Public of Idaho
Residing at: BONNEVILLE COUNTY, ID
My Commission Expires: 8/30/2017

(Seal)

DAVID DANCE
NOTARY
PUBLIC
STATE OF IDAHO

Exhibit "A"
Site Plan for American Heritage Charter School



PUBLIC WORKS ITEM

SANITATION AUTOLOAD PROPOSED ORDINANCE CHANGE

ORDINANCE NO. _____

"AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 6 TO ESTABLISH REGULATIONS REGARDING THE CITY'S MECHANICAL SOLID WASTE CONTAINER PICK UP SYSTEM; INCLUDING DEFINITIONS; CONTAINER SIZE, WEIGHT, REPAIR AND REPLACEMENT REPUIREMENTS; RELATED FEES AND CHARGES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

WHEREAS, the City of Idaho Falls provides solid waste sanitation services within the City limits; and

WHEREAS, the City Public Works Department had a study conducted to determine the cost and efficacy of utilizing an solid waste container Autoload system to collect solid waste within the City; and

WHEREAS, the Autoload Study recommended a conversion to automated collection because such collection system will result in net savings to the taxpayer, overall reduction in operational costs, and improved safety for the City Sanitation crew; and

WHEREAS, the Council wishes to pay for and implement an efficient and effective solid waste container autoload collection system; and

WHAREAS, the City Code should be adjusted to reflect changes in definitions; container use, placement, and specifications; adjustment in fees and costs; and accommodations for special circumstances where the autoload system cannot be deployed;

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

SECTION 1. Title 8, Section 6, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

8-6-1: PURPOSE: The accumulation of waste, refuse, trash, garbage, rubbish, and other deleterious substances upon private properties, vacant lots and in streets and alleys constitutes a public nuisance and menace and contributes to the spread of infectious, contagious and epidemic diseases. It is necessary for the preservation of health, safety, sanitation, peace, and public welfare that proper and adequate regulations be adopted to require property owners and occupants to secure containers and receptacles of sufficient kind and size in which to deposit waste, refuse, trash, garbage, and rubbish for collection and removal at regular intervals. The ~~high~~ significant cost of acquiring capital facilities, equipment, and vehicles necessary to provide removal of refuse requires the limitation of the number of providers of sanitation services within the City. The City intends to provide automated solid waste removal services to every occupant of the City except

where such is impractical because of physical barriers; safety considerations; or technological or equipment limitations.

8-6-2: APPLICATION OF CHAPTER: This Chapter applies to the delivery of solid waste sanitation services to all residential, commercial and industrial properties within the City.

8-6-3: SOLID WASTE REMOVAL REQUIRED: Every occupant of property within the City shall be fully responsible to remove all waste from his or her premises unless otherwise allowed by this Chapter or specifically authorized by the City.

8-6-~~3~~4: DEFINITIONS: ~~For the purpose of this Chapter, the definitions used in Chapter 26, Title 5 of this Code shall also apply to this Chapter. Certain other~~ For purposes of this Chapter, the following terms shall have the meanings ascribed below:

CONTAINER, COMMERCIAL: A container for waste having a capacity in excess of one (1) cubic yard.

CONTAINER, RESIDENTIAL: A container supplied by an occupant for waste having a capacity of thirty-two (32) gallons or less, or a City-issued residential container having a capacity of ninety-six (96) gallons or less.

GARBAGE: Any excess or leftovers resulting from the preparation, cooking, consumption, or handling of food or other edible substance, whether for human or animal consumption, including without limitation, waste from the handling, storage, and sale of produce, which are not actively being composted.

JUNK: Any materials consisting of any mechanical appliance, vehicle, machinery, equipment or apparatus, or any parts therefrom, including without limitation, all non-functional automobiles, white goods, recreational vehicles, boats, snowmobiles, motorcycles, farming and construction equipment.

OCCUPANT: Any person occupying, possessing or having control of real property located in the City, whether as an owner, tenant or licensee.

REFUSE: All materials of any kind or nature, including, but not limited to, handbills, newspapers, papers, cartons, boxes, barrels, shrubs, tree trunks (other than stumps in the ground), wood, brush, weeds, branches, yard trimmings, leaves, furniture, bedding, tin cans, metals, bottles, ashes, clinkers, broken glass, broken concrete, rock, crockery, mineral waste, street sweepings, industrial waste, sawdust, lumber scraps, shavings, animal carcasses, wire and plastics.

SANITARY SERVICE: The availability of solid waste sanitation services provided by the City~~Sanitation Division~~.

WASTE: Any materials or items for which there is no practical use other than for recycling, and which, is markedly offensive or unsightly, or which creates an offensive odor or is unsanitary or unsafe, attracts insects or rodents or in any way creates a public nuisance or health or safety hazard.

"Waste" and "solid waste" includes garbage, junk, refuse, and weeds, as defined in this Chapter.

WEEDS: Any plant, growing or dead, more than ten (10") inches in length or height, (as measured from the surface of the ground), except plants grown for ornamental purposes or for production of food for man or beast. Noxious plants, regardless of height, shall be considered weeds for purposes of this Chapter.

8-6-~~4~~5: ACCUMULATION OF REFUSE: It shall be unlawful for any occupant to accumulate or to allow the accumulation of refuse upon property under the occupant's ~~his~~ control in a manner which is markedly offensive or unsightly, attracts insects or rodents, is unsanitary, unsafe or unhealthy or which otherwise causes a public nuisance.

8-6-~~5~~6: DEPOSIT OF REFUSE ON PUBLIC PROPERTY: It shall be unlawful to deposit or bury refuse in or upon any public alley, street, park or other public property, or upon the premises of another without the consent of the occupant of such other property.

8-6-~~6~~7: UNLAWFUL USE OF ~~REFUSE~~ WASTE CONTAINERS: It shall be unlawful for any person to deposit refuse into any waste container owned or leased by another without the express or implied permission of the owner or lessee thereof.

8-6-~~7~~8: SANITATION SERVICE CHARGES: Solid waste ~~S~~sanitation services for ~~all~~ occupants of real property located within the City ~~will~~ shall be provided, subject to the ~~occupant's~~ payment of the charges and fees established ~~hereafter~~ from time to time by Resolution of the Council, and subject to the provisions of this Chapter. Every occupant shall pay a sanitation service charge ~~in accordance with the rate schedule set forth in this Chapter~~ irrespective of whether waste is removed from the occupant's ~~residence or business~~ premises during the period for which the charge is made. ~~If no waste is removed from the occupant's premises during the billing period, then the occupant shall be assessed the minimum charge for the type of sanitation service available.~~

8-6-~~8~~9: REMOVAL OF WASTE: The City ~~Sanitation Division~~ will remove waste deposited in residential and commercial waste containers in accordance with the provisions of this Chapter. The City ~~Sanitation Division~~ may decline to remove waste from any container which does not meet the requirements of this Chapter or ~~waste~~ which is not placed in ~~such~~ waste containers. ~~Notwithstanding such removal, e~~Every occupant of a residential and commercial property shall have the obligation to remove all waste accumulating on property under his or her control, in accordance with ~~Section 8-6-4 of~~ this Chapter.

8-6-~~9~~10: RESIDENTIAL WASTE CONTAINERS~~--~~ REGULATIONS: ~~All residential waste containers w~~Waste containers that are not provided by the City shall ~~have a capacity of not more than 32 gallons and when filled,~~ shall weigh not more than fifty (50) pounds. Such containers shall be constructed of galvanized metal or other metal or plastic material which is strong, not susceptible of corrosion, and resistant to entry or penetration by rodents, insects, or dogs or other small animals. Each waste container shall have two (2) handles tightly secured to the container and a tight-fitting lid or latchable cover. Where City-provided containers are utilized for solid waste service, occupants shall contain all waste within the City-supplied containers.

8-6-~~10~~11: COMMERCIAL WASTE CONTAINERS--REGULATIONS: All commercial waste

containers shall consist of containers furnished by the City ~~or approved by the City~~ prior to being placed into service by the occupant~~customer~~. ~~All commercial containers shall be constructed and equipped in a manner compatible with the mechanized equipment of the Sanitation Division. The Sanitation Division may promulgate reasonable rules and regulations regarding the construction of customer furnished commercial containers in order to assure uniformity, compatibility, adequacy and durability of the container~~. Removal of commercial waste on a basis more frequent than regularly scheduled may be accommodated when authorized by the City and where a fee is paid for more frequent removal.

8-6-1~~1~~2: USE OF CONTAINERS: It shall be unlawful to deposit, store, or place waste into any waste container that does not have a tight-fitting or latchable lid or cover placed securely thereon. Notwithstanding the foregoing, grass, leaves, weeds, and clippings from trees or ornamental shrubbery may be placed in cardboard cartons, bushel baskets, boxes, or strong plastic garbage sacks, provided the same are securely covered or closed in a manner which prevents the contents from being blown, spilled, or strung about ~~by wind or animals~~. The ~~Sanitation Division~~ City will remove such non-standard containers provided the same do not exceed fifty (50 lbs) pounds in weight or ten (10 ft^2) cubic feet in volume.

8-6-13~~2~~: COMPOST PILES: Compost piles and materials may be maintained, ~~for fertilization purposes, and matter used for such purposes may be~~ transported, kept, and used in any manner which does not constitute a public nuisance~~emit obnoxious or offensive odors~~.

8-6-14~~3~~(A): COLLECTION OF WASTE ~~CONTAINERS~~: The City ~~Sanitation Division~~ will collect waste ~~containers~~ in accordance with a collection schedule it establishes. ~~established and promulgated by the Sanitation Division. Occupants needing more frequent removal of waste may request such removal from the Sanitation Division, and the removal will be provided in accordance with the Schedule of Rates set forth hereafter.~~ Prior to 7 a.m., local time, on the day scheduled for collection, ~~A~~all waste containers shall be placed adjacent to the alley line of any premises on the day scheduled for pickup, or if the premises are not adjacent to an alley, then at the street curb or inside edge of the sidewalk where the sidewalk is adjacent to the curb.~~,~~ ~~on the morning of the day scheduled for collection.~~ All empty waste containers shall be withdrawn from the curb or inside edge of the sidewalk as soon as ~~possible~~ practical after removal of the waste from the container.

8-6-14 (B): All waste to be collected from a City-provided container pursuant to the Chapter shall be contained within such City-provided waste container.

8-6-14(C): Every City-provided residential waste container shall remain at the address to which it is assigned and as distributed. Repair or replacement costs to the City for a City-provided residential wasted container shall be charged to the occupant for damages beyond normal wear and tear.

8-6-14(D): City-provided solid waste containers shall be placed by the occupant at curbside, as close to the curb as possible, or in an alley, if the property has alley access. Such containers shall be at least three feet (3') from any obstruction, including mailboxes, trees, shrubs, building overhangs, and utility poles. Additionally, such containers shall be placed in a location where there is unobstructed overhead clearance of at least fourteen feet (14').

8-6-14(E): At no time shall a City-provided solid waste container block or interfere with safe pedestrian, bicycle, or vehicle access to a street, alley, bike or pedestrian paths, or sidewalk (regardless of the City's established solid waste collection schedule).

8-6-~~14~~15: EXCEPTIONS TO WASTE REMOVAL BY CITY: The ~~Sanitation Division~~ City shall have no duty to remove the following waste:

(A) Dirt, earth, or debris from construction, ~~or~~ building renovation, or demolition.

(B) Appliances (including white goods), large or heavy machines, tree trunks, or other debris or waste not placed within a waste container meeting the requirements ~~specifications~~ of this Chapter.

(C) Hazardous waste, toxic chemicals, waste oils, lubricants, or any other substance harmful to life or limb~~.~~; or

(D) Dead animals~~.~~; or

(E) Waste not contained in City-provided containers, unless otherwise allowed by this Chapter or specifically authorized by the City.

~~Notwithstanding the foregoing, every occupant of property within the City shall be fully responsible to remove such waste from his or her premises.~~

8-6-16~~5~~: SCATTERING OF WASTE: It shall be unlawful to scatter the contents of any waste container upon any street, alley, right-of-way, or public park within the City.

8-6-17~~6~~: COMMERCIAL SANITATION SERVICES PROHIBITED: It shall be unlawful for any person to conduct, engage or otherwise participate in any private business, undertaking, or enterprise for the removal or disposal of waste for pecuniary gain or profit. Nothing herein shall prohibit the use of waste for recycling purposes by any licensed recycling business, salvage yard, second-hand dealer or other similarly licensed enterprise.

8-6-18~~7~~: SANITARY SERVICE CHARGES: There ~~is hereby~~ shall be assessed for each structure used ~~primarily~~ for human occupancy, a monthly charge in an amount set from time to time by Resolution of the Council ~~for sanitary services~~ based, inpart, upon whether the service is residential or commercial; the number or size of waste containers used; and the frequency of pickup services.~~, for:~~

~~**RESIDENTIAL SERVICE**~~
~~1 Pickup per week~~
~~**COMMERCIAL SERVICE**~~

~~Hand-load Containers:~~
~~1 to 6 Pickups per week~~
~~Small Containers: - 1- 1/2 C,Y.~~
~~1 to 7 Pickups per week~~
~~Pickups per week – 3 C.Y.~~
~~1 to 7 Pickups per week~~
~~Pickups per week – 4 C.Y.~~
~~1 to 7 Pickups per week~~
~~**LARGE CONTAINERS**~~
~~Pickups per week for Uncompacted and Compacted 30 C.Y.~~
~~1 to 24 Pickups per week~~

~~Where more than one (1) single-family living unit is served by a single commercial container, each single-family unit so served shall be charged a monthly fee in an amount set from time to time by Resolution of the Council. Whenever any container is used for disposal of construction debris, an additional charge in an amount set from time to time by Resolution of the Council, shall be added to the rates established for each occasion when the container is emptied by the City Sanitation Service. Notwithstanding the foregoing, if a residential customer~~occupant consistently utilizes more than three (3) c~~ontainers per pickup, or requires more than one (1) pickup per week, he or she shall be charged the commercial hand-load container rate.~~

~~A minimum monthly charge in an amount set from time to time by Resolution of the Council, or any portion of a month will be charged for each 30 cubic yard uncompacted container in service during the monthly billing cycle. If the container is picked up during the monthly billing cycle, the applicable pickup charge will apply and the minimum monthly charge in an amount set from time to time by Resolution of the Council will not be added.~~

8-6-19~~8~~: BILLINGS FOR SANITARY SERVICE: Bills for sanitary service shall be rendered monthly based upon billing cycles determined by the City. All bills shall be due on or before the tenth (10th) day of the month following the date of the billing. Billings shall be mailed to the address stated in the ~~customer~~occupant's application for utility services, or such other address as may be delivered to the City Utility Clerk in writing. Any account not paid by the past due date shall bear interest at the maximum rate permitted by law, commencing upon the past due date.

8-6-20~~19~~: TERMINATION OF SERVICES: In the event any occupant ~~customer~~ fails to pay the established monthly charges ~~set forth herein,~~ or otherwise fails to comply with the provisions of this Chapter, ~~then~~ the City may terminate the ~~water, sewer or~~ electric ~~service~~, sanitary, sewer, or water service to the premises receiving sanitation service or any other property owned by the ~~customer~~occupant receiving such services. Such termination of services shall conform to the procedures set forth in ~~Section 8-5-17 of~~ this Code for the termination of electric services. In the event the monthly services charges are not timely paid, the City ~~Treasurer~~ shall also add a service

charge, set in an amount from time to time by Resolution of the Council, to the bill, provided however nothing herein shall authorize the assessment of a service charge greater than the maximum City unified utility service charge, set from time to time by Resolution of the Council, if the ~~customer~~occupant is receiving a City unified utility billing for water, sewer, electric or sanitation services.

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

SECTION 4. 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 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 City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2015.

CITY OF IDAHO FALLS, IDAHO

_____

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

_____

KATHY HAMPTON, CITY CLERK

DRAFT

(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 6 TO ESTABLISH REGULATIONS REGARDING THE CITY'S MECHANICAL SOLID WASTE CONTAINER PICK UP SYSTEM; INCLUDING DEFINITIONS; CONTAINER SIZE, WEIGHT, REPAIR AND REPLACEMENT REPUIREMENTS; RELATED FEES AND CHARGES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____

(SEAL) KATHY HAMPTON, CITY CLERK

DRAFT

PUBLIC WORKS ITEM

25TH STREET/HITT ROAD SIGNAL IMPROVEMENTS - JPA

JOINT POWERS AGREEMENT FOR THE CONSTRUCTION OF 25TH EAST (HITT ROAD) AND 25TH STREET TRAFFIC SIGNAL IMPROVEMENTS BETWEEN CITY OF IDAHO FALLS, IDAHO AND AMMON, IDAHO

THIS JOINT POWERS AGREEMENT FOR THE CONSTRUCTION OF 25TH EAST (HITT ROAD) AND 25TH STREET TRAFFIC SIGNAL IMPROVEMENTS BETWEEN CITY OF IDAHO FALLS, IDAHO AND AMMON, IDAHO (hereinafter "Target Intersection JPA"), is made this _____day of_____, 2015, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "IDAHO FALLS"), whose address is P.O. Box 50220, Idaho Falls, Idaho 83405, and CITY OF AMMON, IDAHO, a municipal corporation of the State of Idaho, whose address is (hereinafter "AMMON"), whose address is 2135 South Ammon Road, Ammon, Idaho 83406 (collectively hereinafter the PARTIES).

EXERCISE OF JOINT POWERS BY THE PARTIES

1.1 The purpose of this Target Intersection JPA is to provide for financing, design, construction management, and construction of a project between the two PARTIES consisting of improvements to the intersection of 25th East (Hitt Road) and 25th Street allowing access to the existing traffic signal from the Ammon Town Center, further described in this Target Intersection JPA at 2.1.

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

1.3 City of Ammon, Idaho is a municipal corporation of the State of Idaho, duly established under the laws of the State of Idaho.

1.4 Both IDAHO FALLS and AMMON have authority granted to them by the Idaho Constitution and by Title 50, Chapter 3 of the Idaho Code; specifically including §§ 50-301, 50-311, 50-312, 50-313, 50-314, 50-315, and 50-316.

1.5 As municipal corporations of the State of Idaho, IDAHO FALLS and AMMON have been granted, and specifically assert, herein the authority for each to contract and be contracted with; to acquire, hold, lease, and convey property, real and personal; to erect structures of any kind, needful for the uses or purposes of the City; and to exercise all powers and perform all functions of local self-government in City affairs as are not specifically prohibited by or in conflict with the general laws of the Constitution of the State of Idaho.

1.6 Idaho Code § 67-2326 through § 67-2333, provide that public agencies (such as IDAHO FALLS and AMMON) may enter into agreements with one another for joint or cooperative action which includes, but is not limited to, joint use, ownership, or operation agreements and interagency contracts for service, activity and undertakings.

This Target Intersection JPA is, and shall be construed as a target intersection JPA and active pursuant to Idaho Code § 67-2326 through § 67-2333.

1.7 It is not the intent that this Target Intersection JPA, or that IDAHO FALLS or AMMON, establish a separate legal entity to conduct the joint or cooperative undertaking described in this Target Intersection JPA.

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

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

1.10 The PARTIES do not intend this Target Intersection JPA to govern, control, manage, or relate to maintenance or operations of the intersection of 25th East (Hitt Road) and 25th Street or signalization of that intersection following construction and acceptance of the Project by the PARTIES. Maintenance and operations of the intersection of 25th East (Hitt Road) and 25th Street or signalization of that intersection shall be governed by a separate agreement of the PARTIES, if any.

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

ARTICLE 2. THE PROJECT

2.1 The Project. This Project involves the financing, design and construction of the improvements to the intersection of 25th East (Hitt Road) and 25th Street, and initial modification of the existing traffic signal to allow for an additional access to 25th East (Hitt Road) from the east that would serve exiting traffic from the Ammon Town Center. Project improvements include modifying the existing traffic signal, removing and replacing curb, gutter, sidewalk, constructing a new approach, street paving, and other associated items of work.

2.2 Project Costs within the 25th East (Hitt Road) Right-of-Way Split Equally Fifty/Fifty (50/50) Between the PARTIES. IDAHO FALLS and AMMON each shall pay one-half (1/2) of all Project costs for improvements made within the 25th East (Hitt Road) right-of-way. IDAHO FALLS shall be credited, as part of its share of project costs, the value of any work or materials supplied for the Project that were accrued prior to the effective date of this Target Intersection JPA. AMMON will provide for the design, right-of-way acquisition (if needed), and construction of the access road between the paved portion behind the Target store to the access constructed within the 25th East (Hitt Road) right-of-way by the Project. All costs to connect to the access approach outside of the 25th East (Hitt Road) Right of way shall be provided solely by AMMON at no additional cost to the Project or to IDAHO FALLS.

2.3 Estimated Project Costs.

Costs:	**Amount:**
Estimated Total Project Costs	$162,000
Estimated Total Construction Costs	$120,000
Estimated Project Design Costs	$27,000
Estimated Construction Management Costs	$15,000

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

3.1 Design Costs. IDAHO FALLS and AMMON shall each pay one-half (1/2) of the actual cost of Project design within thirty (30) days of the receipt of the final bill for design costs following design completion. AMMON's design cost is estimated to be Thirteen-Thousand Five Hundred Dollars ($13,500). Such design costs include IDAHO FALLS's staff time and consultant expenses incurred by IDAHO FALLS for the design.

3.2 Construction Management. IDAHO FALLS shall provide construction management and surveying of the Project. The PARTIES agree that the Idaho Falls Public Works Division Director shall be the Administrator of this Target Intersection JPA responsible for administering this joint and cooperative undertaking. IDAHO FALLS and AMMON shall each pay one-half (1/2) of the actual total cost of construction management. Such construction management cost is estimated to be Twenty-Five Thousand Dollars ($25,000). Such payment shall be received from AMMON by IDAHO FALLS within thirty (30) days following the receipt of a bill by AMMON of the total construction cost amount.

3.3 Materials and Density Testing. Subcontracts for materials and density testing related to IDAHO FALLS's construction management shall be outsourced, and the cost of such work is included within the total cost for construction management.

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

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

3.6 Project Timelines and Completion Dates. Within thirty (30) days after the execution of this Target Intersection JPA, IDAHO FALLS and AMMON shall meet and establish project timelines, performance deadlines, and other significant milestone deadlines, which shall be documented in writing prior to the commencement of the Project. The

PARTIES shall meet at such intervals thereafter as may be necessary to complete the Project.

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

3.8 Initial Deposition of Project Monies. Upon execution of Target Intersection JPA and prior to the advertisement for bids on the Project, AMMON and IDAHO FALLS shall each deposit their respective one-half (1/2) cost for such construction in an interest-bearing account administered by IDAHO FALLS. The Administrator of the Project has sole authority to withdraw the said funds for the Project. Such deposit amount shall be based upon the pre-bid estimate of the total construction cost, currently estimated to be One Hundred Seventy Eight Thousand Dollars ($178,000).

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

3.10 Adjustment of Project Monies Post-Bid. Within thirty (30) days following Project bid acceptance and award by IDAHO FALLS, IDAHO FALLS and AMMON shall ensure that their respective one-half (1/2) deposited amounts, as required under Paragraph 3.8, matches or exceeds the PARTIES' actual financial obligation under the accepted bid amount. If the awarded bid exceeds the estimated costs stated in this Target Intersection JPA, the PARTIES shall contribute additional monies to the bank or escrow account sufficient to meet their one-half (1/2) contribution obligation.

3.11 Award of Construction Contract. IDAHO FALLS shall award the construction contract to the contractor and subcontractors which it deems, in its best judgment and experience, will provide and represent the best interests of the PARTIES, provided, however, before making such award, IDAHO FALLS shall obtain the written approval of AMMON for such award. AMMON may withhold such approval only upon a showing of good cause.

IDAHO FALLS shall include provisions within the construction contract requiring and acknowledging that AMMON shall be considered as a third party beneficiary of the contract. Upon request, AMMON may inspect the Project at any time during Project construction and shall notify IDAHO FALLS in the event any discrepancies are discovered

between the construction work performed and the contract documents or design specifications, and IDAHO FALLS shall thereafter forthwith instruct the contractor(s) or subcontractor(s) for the Project to correct the same.

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

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

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

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

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

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

IDAHO FALLS shall notify AMMON upon substantial completion of the Project.

AMMON shall perform a final inspection within ten (10) days after notice by IDAHO FALLS or such longer period of time as may be agreed upon by the PARTIES. Within ten (10) days after final inspection, AMMON shall provide IDAHO FALLS with a punch list of any of elements of the Project completed to IDAHO FALLS's reasonable satisfaction. Both AMMON and IDAHO FALLS shall sign a Notice of Substantial Completion and a Contractor's Certificate of Final Completion after all inspections and final approvals have been made and the Project has been completed to the PARTIES' satisfaction.

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

ARTICLE 4. MISCELLANEOUS PROVISIONS

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

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

4.2 Assignment. This Target Intersection JPA shall be binding upon and shall inure to the benefit of the PARTIES hereto, their successors and assigns.

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

If to IDAHO FALLS:

Chris Fredericksen, Director Public Works
P.O. Box 50220
Idaho Falls, Idaho 83405-0220 Telephone Number: (208) 612-8256

Fax Number: (208) 612-8570 Email: pwd@idahofallsidaho.gov

If to AMMON:

Lance Bates City Engineer
2135 South Ammon Road Ammon, Idaho 83406
Telephone Number: (208) 612-4028
Fax Number: (208) 612-4009 E-mail: lbates@ci.ammon.id.us

4.4 Dispute Resolution. IDAHO FALLS and AMMON mutually endorse the use of partnering, negotiation, mediation and arbitration for the prevention and resolution of disagreements that may occur during the Project construction or during the term of this Target Intersection JPA. The PARTIES, through their respective City staffs, commit to attempt, in good faith, to negotiate any disagreement quickly, fairly, and amicably. If such attempts fail to resolve the matter within fifteen (15) days of the first attempt to resolve the disagreement, the Public Works director for each City and no more than two (2) Council members from each City shall meet to discuss and resolve the disagreement within fifteen (15) days of such failure to resolve the disagreement. If that fails to resolve the matter, the dispute shall be submitted to mandatory, non-binding mediation.

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

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

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

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

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

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

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

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

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

ATTEST:	CITY OF IDAHO FALLS, IDAHO
By_____	By_____
Kathy Hampton, Clerk	Rebecca L. Noah Casper, Mayor

ATTEST:

By_____

_____Clerk

CITY OF AMMON, IDAHO

By_____

Dana Kirkham, Mayor

APPROVED AS TO FORM:

By:_____

Randall D. Fife
Idaho Falls City Attorney

APPROVED AS TO FORM:

By:_____

Scott R. Hall
Ammon City Attorney

STATE OF IDAHO)
) ss.
County of Bonneville)

On this_____day of_____, 2015, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

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

(SEAL)

STATE OF IDAHO)
) ss.
County of Bonneville)

On this_____day of_____, 2015, before me, the undersigned, a notary public for Idaho, personally appeared Dana Kirkham, known to me to be the Mayor of the City of Ammon, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

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

(SEAL)

PUBLIC WORKS ITEM

WATER FACILITY PLAN

Comment Submitted by Ken Martin on 7/20/2015

Letter to Mayor Rebecca Casper

Dear Mayor Casper
I was born and raised in Idaho Falls and one of the things I most admired was the forward thinking and planning that the elected officials did. They created a rainy day fund and planned wisely for the future. A current example of that is the water storage that was put in on York road for the future. Upgrading the sewer station is another.

I was deeply disappointed in the article on "Water" in the July 16 Post Register. I always looked at Ammon as a city that was always behind the eight ball trying to play catchup. On this topic I feel the shoe is on the other foot and the Idaho Falls officials are burying their heads in the sand hoping the issue of water shortage will go away. I know it's expensive and politically not correct.

I attended a seminar several months ago where a gentleman from the State Ware Resource Board gave a presentation on the aquafer and how since the 1950s the water level has been steadily going down. He mentioned several ways that the state is looking at recharging the aquafer which at best might stabilize it. The clear choice to help the aquafer is conservation, especially with the projected growth. I'm pretty sure that you and the council saw the same or similar presentation.

I lived in Seattle Washington for several years before returning home. Seattle had metered water and I can assure you that when you get a bill for summer usage of $150+ you think long and hard on what is best and how to water. My understanding is that the current bill for usage of water in Idaho Falls in around $25 per month. Do you think anyone is going to conserve? I see way too many homes where the water runs for days and days before it's moved or turned off. Or they water every day!

I also understand the new housing additions in Idaho Falls are having meters installed. That's wonderful but that's not enough. I know that raising the water bill would be a huge political no no. But you ran on, "I committed to solve existing problems, grow our economy and enhance our community." What bigger problem is looming out there? Without sufficient water the economy can't grow and clearly the community can't be enhanced. The comment by Clive Strong that "the time will come when it will be too expensive not to meter water." Are you kicking the can down the street as our legislatures in Washington DC love to say? It will be somebody else's issue.

Be bold and do what's right for the citizens even if they won't like it today. In the long run they will and you'll be remembered for it; not the Mayor who buried her head in the sand. Raise the water rates to match Ammon and heck even higher. You could raise the rate of several years. Fund the meters and start putting them in. The cost is only going to go up the longer you wait and by then it may be too late; just like California. Be proactive on water conservations and help save the one resource that we are so lucky to have, for now!

Respectfully

Ken Martin

Mayor Casper's Response to Ken Martin

Mr. Martin,

I wish to express my appreciation to you for following city water-related issues so closely. I also want you to know that we are currently accepting public comments regarding the Water Facility Plan, which can be found online via a link right in the center of the city's homepage at www.idahofallsidaho.gov. The public is encouraged to review the document and comment on its content. Your letter will be included with other public comments we have received. I believe the public comment period is open through August 3, 2015 and comment sheets are available following the same link mentioned above should you wish to submit additional commentary.

Contained within the plan are several recommendations for managing the city's water for the next several decades. I believe you will appreciate the work done by the engineers who conducted the study. As you already mentioned, the city also requires the installation of a water meter on all new non-residential development. Additionally, in compliance with state regulation, the city is requiring the installation of meter pits (without meters) on all new residential construction as well as on all water main and service line replacement projects. This requirement has been in place since 2007, yet I agree that this alone is not sufficient.

In addition to the above actions, city leaders also recognize that the city itself is the largest water user on the culinary water system. We are currently conducting audits to identify internal changes that I believe should be implemented first in our efforts to help conserve the city's supply of culinary water. As you noted, private conservation is also necessary. To help introduce water metering, the City of Idaho Falls will be dedicating $250,000 per year for the installation of water meters on the city's largest non-residential water users. This is where the next largest potential exists for conservation—the low-hanging fruit, if you will.

I quickly learned that conversations about residential metering are full of strongly-held citizen opinions. And because it is the City Council that sets city policy, citizen opinions matter. Councilmembers carefully weigh the feedback they receive. The facts contained in engineering studies are helpful in making the case for what our water policy *should* be, but opinions are also factored in. Yet, adopting the Water Facility Plan is a vital first step. If you have friends or colleagues who share your opinions, please encourage them to weigh in on this most vital decision.

Finally, I wish for you to know that water policy is a personal passion of mine. I can assure you I am tracking both city water policy and aquifer management policy statewide. I have been involved with ESPA policy for several years. Much can and must be done to recharge this vital aquifer so it may continue to sustain Eastern Idaho growth and vitality. Throughout my years of involvement, I have learned that identifying the actual solutions is relatively simple. But much to my chagrin, implementing solutions is quite a challenge. Paying for the solutions is yet another hurdle. And so is getting folks to agree on the science. I am working all fronts—from Idaho Falls, to all of the Mayors in the upper valley, to water-interest groups, to engineers and hydrologists, to the Association of Idaho Cities, and to legislators in Boise—all to the best of my ability as my current position allows.

You may be pleased to learn that our city's Public Works Director, our Water Superintendent, and our City Engineer, all support the findings of the Water Facility Plan. I believe it needs to be adopted so that we

may move forward with shoring up the city's and others water supply (culinary, irrigation, industrial, and commercial) for decades to come.

Once again, I very much appreciate your comments and invite your vigilance throughout the process.

Comment Submitted by Alan Jones on 7/24/2015
Letter to the editor: Water welfare; Posted: July 24, 2015 3:52 a.m.

Water welfare
Received July 17

I have lived from the Puget Sound to Long Island Sound. Idaho Falls is the first city in which I've lived that water meters are not installed at residences and businesses. I grew up in Pocatello which has had water meters for over 60 years.
I commend Ammon for having the political courage and common sense to install meters, something which seems to be lacking in Idaho Falls. As reported in the Post Register July 16, the Idaho Falls public works director stated "after looking at metering, the city decided it was too expensive." That is a short-sighted view. It will be too expensive if water conservation and meters are postponed.

I have observed daily water waste, both residential and commercial, in Idaho Falls when it comes to keeping the grass green. I think if people were to speak with land care professionals they would learn watering every day is not required except in a prolonged duration of extreme heat. I have also seen too many sidewalks and streets being watered by poorly adjusted sprinkler heads.

My other complaint is that small families are paying the same amount for water each month as families two, three or four time as large. I don't feel I should have to subsidize the water used by large households. I guess you could call it "water welfare" in an area that prides itself on conservatism. Water should be treated just like gasoline, natural gas, heating oil and electricity. You pay for what you use.
(Word count: 250)

ALAN JONES

Response to Alan Jones

Mr. Jones,

The City of Idaho Falls would like to express its appreciation to you for following these water-related issues so closely. Your letter will be included with other public comments we receive regarding the City's recently completed Water Facility Plan. The public is encouraged to review the document. A link to the plan can be found on the City's website at www.idahofallsidaho.gov.

Within the plan, the City of Idaho Falls proposes dedicating $250,000 per year for the installation of water meters on the City's largest non-residential water users where the largest potential exists for conservation. The City also requires the installation of a water meter on all new non-residential development. Additionally, in conformance with state regulations, the City is requiring the installation of meter pits (without meters) on all new residential construction as well as on all water main and service line replacement projects.

The City also recognizes itself as the largest water user on the culinary system. Audits are currently being conducted to identify changes that can be implemented in-house to conserve culinary water.

Water use is determined by numerous factors, of which family size is one. Others include unattended leaks, size of landscaping, length of time water is left running, overwatering of landscape, etc. Water conservation is largely a state of mind and public education will play an increasing role in the City's future conservation efforts.

Thank you again for your comments.

Comments Hand Submitted by Jim Pletscher on 7/24/2015 (in black text)

Response to Mr. Pletscher (in red text)

Mr. Pletscher,

The City of Idaho Falls would like to express its appreciation to you for following this water-related issue so closely. Your letter will be included with other public comments we receive regarding the Water Facility Plan and incorporated in to the appendices of the plan. Responses to your individual comments are included below:

Comment 1: Page 1-17, Change 3rd bullet to read "implement metering of all water customers and... reduce overall water demand; water metering experience in other similar cities has shown a 30% to 40% reduction in usage."

Response to Comment 1: A new bullet has been added between the 2nd and 3rd bullets which reads, "Dedicate $250,000 per year to the installation of water meters on the City's largest, non-residential customers as indicated in the CIP." Additionally, the phrase "water metering experience in other similar cities has shown a 30% to 40% reduction in usage." has been added to the end of the 3rd bullet of the plan.

Comment 2: Page B-8, Change item 3) to read "implement as many conservation measures as feasible." Reason: current statement of "Pursue conservation measures" is generally a bit weak. It also matches what was stated in 4th bullet on Page B-1.

Response to Comment 2: The phrase "Pursue conservation measures" indicated in item 3) on page B-1 is not a recommendation, but rather an option used to categorize water right alternatives. The word "Pursue…" has been changed to read "Implement water…."

Comment 3: Page A-17, First action listed. Delete "Recommendation left to City leaders; due to implications." Replace with "Recommend implementation of metering as soon as feasible." Reason: All the recommendations listed on Table 2 that has budget implications will be evaluated by Mayor & City Council, and not just the first recommendation.

Response to Comment 3: Staff recognizes that metering water use would yield the largest amount of water conservation. It is also true that other conservation recommendations have budget implications,

but the magnitude of those budgetary implications pale in comparison to the City-wide installation of water meters. As mentioned on page A-1, the Conservation Plan presents facts regarding conservation actions. Recommendations were made to implement specific actions that could feasibly be supported through budget levels established in the Water Facility Plan's recommended CIP.

Comment 4: General Comment: It is imperative that the City of Idaho Falls demonstrate that strong water conservation measures be taken/shortly to be put in place. This will strengthen the City's position in dealing with the leaders in the agricultural counties over the Snake River Aquifer in requesting that they take equally significant water conservation measures since the 2005 study indicates that for Eastern Idaho 97% of this water is used by the ag community and 3% by the cities and towns. The ag community has a huge effect on conservation.

Response to Comment 4: The City of Idaho Falls is taking proactive measures, working with local, regional and state organizations to ensure that water use statistics within the state are not overlooked. These facts are collected by the United States Geologic Survey (USGS) and are displayed in a document referred to as a circular. The most recently published is USGS Circular 1405 for water use in the 2010 calendar year while USGS Circular 1279 looks at regional water use of the Eastern Snake Plain Aquifer (ESPA) in the year 2000. There is currently momentum building amongst stakeholders within the region for groundwater recharge projects, of which the City is a proponent to conserve water in the ESPA.

Thank you again for your comments.

Comment Submitted by Tammy Muffler on 8-3-15
Comment: Please NO meters !!!!

Response to Tammy Muffler

Ms. Muffler,

The City of Idaho Falls would like to express its appreciation to you for submitting your comment regarding the City's recently completed Water Facility Plan. Within the plan, the City of Idaho Falls proposes dedicating $250,000 per year for the installation of water meters on the City's largest non-residential water users where the largest potential exists for conservation. The City also requires the installation of a water meter on all new non-residential development. Additionally, in conformance with state regulations, the City is requiring the installation of meter pits (without meters) on all new residential construction as well as on all water main and service line replacement projects.

Once again, we appreciate your comment.

Comment Submitted by Jill Kirkham on 8-3-15

Comment: I think we should meter water. It's sad when I see residence watering their sidewalks more than their grass.

Response to Jill Kirkham

Ms. Kirkham,

The City of Idaho Falls would like to express its appreciation to you for submitting your comment regarding the City's recently completed Water Facility Plan. Within the plan, the City of Idaho Falls proposes dedicating $250,000 per year for the installation of water meters on the City's largest non-residential water users where the largest potential exists for conservation. The City also requires the installation of a water meter on all new non-residential development. Additionally, in conformance with state regulations, the City is requiring the installation of meter pits (without meters) on all new residential construction as well as on all water main and service line replacement projects.

Water conservation is largely a state of mind and public education will play an increasing role in the City's future conservation efforts.

Once again, we appreciate your comment.

WATER FACILITY PLAN RECOMMENDATIONS

- Continue improving available water system information, specifically:
  - Continue updating and utilizing the hydraulic model.
- Dedicate $250,000 per year to the installation of water meters on the City's largest, non-residential customers.
- Continue proactively managing the City's water rights portfolio.
- Implement recommended conservation actions based on available funding.
- Develop a 100-year pipeline replacement program (approximately 3.2 miles per year).
  - Focus on cast iron piping installed between 1902 and 1959, and then on pipes with the highest number of breaks.
- O&M programs should continue to improve preventative maintenance procedures and documentation to enable the City to provide high quality water.
- Hire additional staff to perform identified programs and overall system maintenance.
- Implement the projects identified in the 5-year CIP and adopt a rate structure to fund them.
- Establish a new Capital Projects fund to consolidate project budgeting and capital expenditures.
- Evaluate the existing connection fee methodology and whether an increase to the fee is justified.
- Make recommended changes to the City's existing rate structure once new billing software is implemented.

FINANCIAL IMPACTS OF PLAN

- Years 1 through 5
  - 20% rate increase in FY2016 (from $21.00 to $25.20 per month base rate)
  - 5% annual rate increase from FY2017 to FY2020 (ending at $30.64 per month base rate)
- Rate increase recommendations to be reevaluated annually.

MEMORANDUM OF UNDERSTANDING BETWEEN BONNEVILLE COUNTY, IDAHO, PROSECUTING ATTORNEY'S OFFICE AND CITY OF IDAHO FALLS, IDAHO, LEGAL DEPARTMENT REGARDING THE CRIMINAL CASEFLOW MANAGEMENT PLAN FOR BONNEVILLE COUNTY AND IDAHO'S SEVENTH JUDICIAL DISTRICT

Parties and Purpose of this MOU: This Memorandum of Understanding (MOU) is entered into between the Bonneville County Prosecuting Attorney's Office and the Idaho Falls City Attorney Department for the purpose of establishing a protocol and procedures concerning the prosecution of felony and misdemeanor charges that arise out of the same incident as well as juvenile cases charged by the Idaho Police Department which do not arise out of the Juvenile Corrections Act ("JCA"), but are converted to juvenile cases and certain cases against a minor that arise out of the same event which would otherwise be prosecuted separately by the County and the City.

1. Background: The criminal case flow management plan for Bonneville County and Idaho's Seventh Judicial District has been adopted with a statement of purpose that the plan will be administered consistently with Idaho's Statewide Case Flow Management Plan, which in turn requires that counties and cities work together to accomplish the goals of this Plan. The purpose of the Plan is to insure fair, just, and timely case resolution in the court of the Seventh Judicial District by:

    a. Preventing unnecessary delay in case processing.
    b. Insuring that each case receives individual attention proportional need in order to insure a just result in each case.
    c. Promoting judicial leadership and instituting continuous court oversight over the progression of cases from filing to disposition.
    d. Creating consistency and predictability for users of the court system.
    e. Setting reasonable and mutually understood clear expectations for judges, litigant, the Bar, and the public.
    f. Insuring that judges, court clerks, and trial court administrators have consistent, meaningful case management information to inform their efforts.

2. Term of MOU: This MOU will commence upon the date of the last signature made by the duly authorized representatives of the parties to this MOU and will remain in full force and effect, or until terminated, as described herein.

3. Responsibilities of the Bonneville County Prosecuting Attorney's Office: The Bonneville County Prosecuting Attorney's Office agrees to prosecute a City of Idaho Falls misdemeanor charge or charges that arise(s) out of the same incident in the Bonneville County that are filed at the same time as a felony charge or charges, also referred to commonly as "attached City misdemeanors". The Bonneville County Prosecuting Attorney's Office does not agree, and shall not prosecute the following attached City of Idaho Falls misdemeanors: Domestic Violence, Child Custody

Interference, NCO, or CPO violation, City of Idaho Falls ordinance violations, all of which shall remain the exclusive responsibility of the Idaho Falls City Attorney Department. At any time throughout the proceedings, the Bonneville County Prosecuting Attorney's Office shall have the absolute discretion whether to charge misdemeanors, to proceed with the prosecution of attached City misdemeanors agreed to by this MOU, or to not proceed with attached City misdemeanors agreed to by this MOU. If two or more criminal counts arise out the same incident in a juvenile case, one of which would be handled by the County Prosecutor and one handled by the City Prosecutor, the County Prosecutor shall prosecute all counts at its sole discretion.

4. Responsibilities of the City of Idaho Falls, Idaho, Legal Department: The City Attorney's Office pursuant to this MOU shall be responsible for (as opposed to the Bonneville County Prosecutor's office) and shall act as the prosecutor and team member assigned to the Bonneville Misdemeanor Drug Court. Further, the Idaho Falls City Attorney Department shall remain responsible for all juvenile cases charged by the Idaho Falls Police Department that do not arise out of the JCA including but not limited to traffic and status offenses – regardless of whether that case is converted to a JCA offense by the Court.

5. Mutual Responsibilities of the Parties: The Bonneville County Prosecuting Attorney's Office and the City of Idaho Falls, Idaho, Legal Department agree to work together in good faith to communicate with each other regarding the provisions of this MOU.

6. General Provisions:

   a. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU, that are mutually agreed upon by and between the parties to this MOU, will be incorporated by written instrument, executed, and signed by both parties to this MOU, and are effective in accordance with the authorities defined herein.
   b. Applicable Law. The construction, interpretation, and enforcement of this MOU shall be governed by the applicable laws of the State of Idaho.
   c. Entirety of Agreement. This MOU represents the entire and integrated agreement between the parties on this topic and supersedes all prior negations, representations, and agreements, whether written or oral, on this topic.
   d. Severability. Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU will continue in full force and effect, and either party may renegotiate the terms affected by the severance.
   e. Sovereignty. The Bonneville County Prosecuting Attorney's Office and the City of Idaho Falls, Idaho, Legal Department do not waive their respective sovereignty or rights, privileges, or defenses under Idaho law by entering into this MOU, and each fully retains all immunities, privileges, and defenses provided by law (including those related to the

Idaho Tort Claims Act limitations of liability) with respect to any action based on or occurring, related to or as a result of this MOU.

f. Third Party Beneficiary Rights. The parties do not intend to nor do they hereby create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between parties to this MOU. The parties to this MOU, and shall benefit only the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their respective obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

g. Exchange of Information/Confidentiality. All records or information requested of any party by another will be reviewed by the releasing party prior to release. To the extent permissible under law, any recipient of proprietary and/or pre-decisional information agrees not to disclose, transmit, or otherwise divulge this information without prior approval from the releasing party. Any breach of this provision may result in termination of this MOU. The parties recognize that applicable public records laws will require release of non-exempt documents and that all decisions regarding release of public information shall remain with the records custodian, as that is defined by the Idaho Public Records Law, as amended.

h. Termination. Either party may terminate this MOU upon thirty (30) days written notice to the other party of their intention to do so. During the thirty (30)-day period, the parties will conduct negotiations to resolve any disagreement(s). If the disagreement(s), if any, have not been resolved and the party initiating the termination has not rescinded its termination in writing by the end of the thirty (30)-day period, the MOU will terminate. Contacts. The primary points of contact for carrying out the provisions of this MOU are:

Daniel R. Clark
Bonneville County Prosecutor's Office
605 N. Capital
Idaho Falls, ID 83402

Randall D. Fife
Idaho Falls City Attorney Department
375 D. St.
Idaho Falls, ID 83402

7. Signature: The parties hereto have executed this Memorandum of Understanding as of the dates shown below.

The effective date of this MOU is the latest signature date affixed to this page. This MOU may be executed in multiple originals or counterparts. A complete original of this MOU shall be maintained in the records of each of the parties.

Bonneville County Prosecuting Attorney by and through:

_____ _____

Daniel R. Clark Date
Bonneville County Prosecuting Attorney

Idaho Falls City Attorney Department by and through:

_____ _____

Randall D. Fife Date
Idaho Falls City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING IDAHO FALLS CITY CODE SECTION 1-5-8 AND 1-6-5 TO INCREASE THE SALARIES OF THE MAYOR AND COUNCILMEMBERS EFFECTIVE JANUARY 1, 2016; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the Mayor currently receives a bi-weekly salary that has not increased since January 1, 2008; and

WHEREAS, the City Council members currently receive a bi-weekly salary which has not increased since January 1, 2000; and

WHEREAS, both the Mayor and Council put in numerous hours and great effort into their offices, service which is worthy of greater compensation than currently received; and

WHEREAS, there have been increases in cost of living, expenses, and other outlays associated with the service of the elected officials since the last monetary increase; and

WHEREAS, it has been determined that, following the notice of intent to increase salaries pursuant to Idaho Code published in the newspaper, the increases serve to benefit the community.

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

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

1-5-8: SALARY OF MAYOR: The Mayor shall receive a bi-weekly salary of ~~two thousand five hundred thirty-eight dollars and forty-seven cents~~ _____ ~~($2,538.47)~~ ($_____), provided such salary shall be increased upon the following effective dates:

Effective Date	Amount of Bi-weekly Salary
January 1, 20~~08~~16	~~$2,919.23~~ _____
January 1, 20~~09~~17	~~$3,007.00~~ _____

SECTION 2. Section 1-6-5 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

1-6-5: SALARY OF COUNCIL MEMBERS: The Council members shall receive a bi-weekly salary of ~~two hundred thirty dollars and seventy-seven cents~~_____ ~~($230.77)~~ ($_____), provided such salary shall be increased upon the effective date set forth below, as follows:

Effective Date	Amount of Bi-weekly Salary
January 1, 20~~00~~16	$~~384.62~~ _____
January 1, 2017	$_____

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

SECTION 4. 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 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 City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2015.

CITY OF IDAHO FALLS, IDAHO

_____

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

_____

KATHY HAMPTON, CITY CLERK

(SEAL)

DRAFT

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 IDAHO FALLS CITY CODE SECTION 1-5-8 AND 1-6-5 TO INCREASE THE SALARIES OF THE MAYOR AND COUNCILMEMBERS EFFECTIVE JANUARY 1, 2016; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL) _____
KATHY HAMPTON, CITY CLERK

DRAFT