



CITY COUNCIL CHAMBERS  
680 Park Avenue  
Idaho Falls, ID 83402

CITY COUNCIL MEETING  
Thursday, September 10, 2020  
7:30 p.m.

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

**General Meeting Participation.**

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

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

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

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

1. **Call to Order.**
2. **Pledge of Allegiance.**
3. **Special Presentation honoring Evelyn McGaha.**
4. **Public Comment.** *Members of the public may address the City Council regarding matters that are **not** on this agenda or already noticed for a public hearing. When you address the Council, please state your name and city for*

*the record and please limit your remarks to three (3) minutes. Please note that matters currently pending before the Planning Commission or Board of Adjustment, which may be the subject of a pending enforcement action or which are relative to a City personnel matter, are not suitable for public comment.*

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

6. **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 Idaho Falls Power:**

- 1) Minutes from the August 13, 2020 Idaho Falls Power Board Meeting

**B. Item from Police Department:**

- 1) Memorandum of Understanding between District 91 and IFPD regarding School Resource Officers (SRO)

**C. Items from Community Development Services:**

- 1) Renewal of The Broadway Parking Garage Management Agreement
- 2) FY 2020-2021 Business Improvement District Management Agreement with Idaho Falls Downtown Development Corporation
- 3) Renewal of the Memorandum of Understanding Regarding Parking Enforcement in the Downtown Area

**D. Items from Municipal Services:**

- 1) Approval to Write-Off Ambulance Service Accounts
- 2) Approval to Write-Off Uncollectible Parking and Miscellaneous Delinquent Accounts
- 3) Approval to Write-Off Unpaid Utility Service Accounts
- 4) Treasurer's Report for July 2020
- 5) Minutes from the August 21, 2020 City Council Budget Session; August 24, 2020 City Council Work Session; and August 27, 2020 City Council Meeting
- 6) License Applications, all carrying the required approvals

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

7. **Regular Agenda.**

**A. Fire Department**

- 1) **Bingham County Ambulance Service Agreement:** This Service Agreement allows the Fire Department to provide proficient and cost-effective Emergency Medical Transport Services for Bingham County residents.

RECOMMENDED ACTION: Approve the Ambulance Service Agreement between the City and Bingham County and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

**2) Bonneville County Ambulance Service Agreement:** This Service Agreement allows the Fire Department to continue to provide a proficient and cost-effective method of Emergency Medical Transport Services for the residents of Bonneville County.

RECOMMENDED ACTION: Approve the Ambulance Service Agreement between the City and Bonneville County and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

**3) Labor Agreement between City of Idaho Falls and Firefighters Local 1565:** This Labor Agreement contains agreed upon wages, benefits and working conditions between the City and Idaho Falls Firefighters No. 1565; as a result of collective bargaining and shall be in effect during the timeframe of May 1, 2020 through April 30, 2021.

RECOMMENDED ACTION: Approve the Labor Agreement between the City and Idaho Falls Firefighters Local No. 1565 and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

## **B. Parks and Recreation**

**1) Establishment of a War Bonnet Round Up Advisory Committee:** The members of various City Advisory Committees established by the Council add valuable insight, energy, support, and consistency to various City Directors, programs, and functions. As owner and producer of Idaho's Oldest Rodeo, the War Bonnet Round Up Rodeo, the City wishes to establish and perpetuate a group of volunteers who can offer support and advice to the Director of City Parks and Recreation on an ongoing and publically transparent basis in support of the War Bonnet Round Up Rodeo. The structure and function of the Advisory Committee is consistent with similar Advisory Committees currently functioning pursuant to Title 2 of the City Code.

RECOMMENDED ACTION: Approve the Ordinance adding the War Bonnet Round Up Advisory Committee to Title 2 of the City Code under a suspension of the rules requiring three complete and separate readings and request 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, reject the ordinance, or take other action deemed appropriate).

## **C. Public Works**

**1) Bid Award – HK Pit Recharge Site Development:** On Thursday, September 3, 2020, bids were received and opened for the HK Pit Recharge Site Development project. The purpose of the project is to install 769 linear feet of 36-inch pipe from the Idaho Canal, west to Revere Drive. Completion of this piping installation will allow the former HK Pit to be utilized for groundwater recharge mitigation.

RECOMMENDED ACTION: Approve the plans and specifications, award the bid to the lowest responsive, responsible bidder, Knife River Corporation – Mountain West in an amount of \$54,717.00 and authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

**2) Access Easement for Mountain View-MPT Hospital, LLC:** For consideration is an Access Easement allowing Mountain View Hospital to cross city property to provide an additional emergency access point to the care facility. The City property that the easement would allow access across is

used as a drainage way for storm water collected at the Church Farm storm pond located south of 25th Street and east of Barbara Avenue.

RECOMMENDED ACTION: Approve the Access Easement and give authorization for the Mayor to sign the necessary documents (or take other action deemed appropriate).

#### D. Legal

**1) Code Definition Ordinance:** The City Code has commonly-used terms across the Code's sections, chapters, and titles. This Ordinance would move commonly used definitions to a definitions section that would apply to the entire City Code. The goal of this effort is to standardize and consolidate commonly used definitions, modernize the City Code, and to clarify Code interpretations.

RECOMMENDED ACTION: Approve the Ordinance clarifying and making uniform definitions in the City Code under a suspension of the rules requiring three complete and separate readings and request 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, reject the Ordinance, or take other action deemed appropriate).

#### E. Community Development Services

**1) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Teton Mesa Division No. 1:** For consideration is the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Teton Mesa Division No. 1. The Planning and Zoning Commission considered this item at its May 5, 2020, meeting and recommended approval by unanimous vote. Staff concurs with the recommendation and recommends approval of the plat. The development agreement for this plat was approved by the City Council at the August 27, 2020 meeting.

RECOMMENDED ACTIONS (in sequential order):

- a. Accept the Final Plat for Teton Mesa Division, No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).
- b. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Teton Mesa Division, No. 1, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**2) Ordinance Closing the Revenue Allocation Area for the Pancheri-Yellowstone Project Area:** For consideration is the ordinance which closes and terminates the Revenue Allocation Area for the Pancheri-Yellowstone Project Area. The Idaho Falls Redevelopment Agency has worked to spend funds responsibly and effectively and while there not as many projects completed as hoped, the agency board is proud of the accomplishments and projects within the project area.

RECOMMENDED ACTION: Approve the Ordinance terminating the Revenue Allocation Area for the Pancheri-Yellowstone Project Area under a suspension of the rules requiring three complete and separate readings and request 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, reject the Ordinance, or take other action deemed appropriate).

**3) Public Hearing – Rezone from R1 to R2, Zoning Ordinance, Reasoned Statement of Relevant Criteria and Standards, M&B: 1.19 acres, SW corner of the SW ¼ of the SW ¼ Section 23, Township 2N, Range 37E:** For consideration is the application for Rezone from R1 to R2, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: 1.19 acres, SW corner of the SW ¼ of the SW ¼ Section 23, Township 2N, Range 37E. The Planning and Zoning Commission considered this item at its August 4, 2020, meeting and recommended approval of R2 as opposed to the initial request for R3A. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. Approve the Ordinance Rezoning M&B: 1.19 acres, SW corner of the SW ¼ of the SW ¼ Section 23, Township 2N, Range 37E under a suspension of the rules requiring three complete and separate readings and request 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, reject the Ordinance, or take other action deemed appropriate).
- b. Approve the Reasoned Statement of Relevant Criteria and Standards for the for the Rezone from R1 to R2 of M&B: 1.19 acres, SW corner of the SW ¼ of the SW ¼ Section 23, Township 2N, Range 37E, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

8. **Announcements.**

9. **Adjournment.**

## August 13, 2020 Idaho Falls Power Board - Unapproved

The Idaho Falls Power Board of the City of Idaho Falls met Thursday, August 13, 2020, at the Idaho Falls Power Energy Center, 140 S. Capital, Idaho Falls, Idaho at 7:00 a.m.

### Call to Order, Roll Call, and Announcements

There were present:

Mayor Rebecca L. Noah Casper

Board Member Michelle Ziel-Dingman (by Zoom)

Board Member Jim Francis

Board Member Thomas Hally (arrived at 7:18 a.m.)

Board Member Shelly Smede (by Zoom, left at 8:00 a.m.)

Board Member Jim Freeman (by Zoom)

Board Member John Radford (by Zoom)

Also present:

Bear Prairie, Idaho Falls Power (IFP) General Manager

Randy Fife, City Attorney

Doug Hunter, Utah Associated Municipal Power Systems (UAMPS) General Manager (by Zoom)

Linda Lundquist, IFP Executive Assistant

Mayor Casper called the meeting to order at 7:02 a.m. and made some general announcements about upcoming council meeting hearings and national conferences.

### Carbon Free Power Project (CFPP)

General Manager (GM) Prairie presented a historical timeline of the CFPP economics and plan. He reviewed the project cost history from 2017 to 2020 and noted that the cost of the project had increased by \$1.89 billion and said that the Project Management Committee (PMC) passed a new budget in July 2020, which triggered an offramp for project participants to either reaffirm their commitment, increase or decrease their commitment, or exit the project. There was a discussion on possible reasons why the project costs had increased. GM Prairie explained that despite the lack of support for Joint Use Module Plant (JUMP) concept, the Department of Energy's (DOE) has proposed in alternate plan to just award the project \$1.4 billion, which still needs to pass through the congressional process and DOE process for such funding awards. GM Prairie stated that despite the increased project costs, this award by the DOE will help to keep the project to under \$55MWh, which is the breakpoint according to the Levelized Cost of Energy (LCOE) model. Mayor Casper asked which phase we are in and GM Prairie stated that the project is currently in the Licensing Period Phase 1 Max.

GM Prairie presented a cost model (converted to 2018 dollars for the sake of comparison) of Palo Verde trading hub prices from 2001 to 2019. He mentioned some factors that have changed over time like the 2008/09 Recession, low natural gas prices, the 2012/13 advent of gas and oil fracking, increased solar and wind production, which all resulted in lower wholesale electricity prices. He mentioned in southwestern states like Arizona and California, that supply is higher than demand in the middle of the day and as states continue to figure out how to store all of the low-cost wind and solar energy, the industry is seeing more and more battery technology investments. Board Member Francis asked if natural gas can be purchased in advance and GM Prairie stated that yes, that you can place hedges and buy natural gas futures fairly easily 10 to up to 15 years out and if you purchase more than is needed, it can be sold back to the market. Board Member Hally asked if renewables are putting pressure on gas production and GM Prairie answered that renewables are growing and wholesale electricity prices are getting lower from a lot of hourly oversupply of renewables. Natural gas usage for electricity production has gone up some this year due to more coal

## August 13, 2020 Idaho Falls Power Board - Unapproved

retirements and natural gas is replacing a lot of that. He reviewed the off-ramp phase, current subscription and options and reminded the Board that they have to decide by the Sept. 14 deadline.

Mayor Casper summarized the project risks and reiterated the Board's responsibility to the community. She welcomed representatives from Utah Associated Municipal Power System's (UAMPS) Doug Hunter, Mason Baker and Mark Gendron to the meeting (Virtually/Zoom) to answer questions on CFPP and the off-ramp decision. Board Member Francis asked Doug Hunter, General Manager of UAMPS to address outstanding items like the DOE commitment, the Nuclear Regulatory Commission (NRC) standard design, water rights, results of test wells, security and other participant's commitments; items that may be unknowns by Sept. 14. GM Hunter replied that UAMPS is focusing on the development cost with NuScale and the DOE cost award and agreements with Fluor. He stated that the design by NuScale is in its final phase with the NRC and noted that known issues have been resolved and will be released to the public. He said that CFPP is anticipating going to dry cooling because only two acres of space are required, and he added that the rights have not been secured but that they have identified potential sellers. GM Hunter continued to say that security will fall under the Combined Operational Licensing Agreement (COLA) and that he didn't have the exact number, but would likely be 20-30 employees for security. Board Member Francis mentioned his concern about participant levels dropping or withdrawing. GM Hunter stated that the budget and plan of finance was recently adopted on the condition of the DOE cost share agreement being in place (which he added is on track and the DOE has completed their analysis and is anticipating making an announcement soon) with the executed NuScale development cost agreement and an executed Fluor agreement. He noted that Sept. 14 is a UAMPS' internal date and could possibly be extended by two weeks.

Board Member Hally asked what the long and short-term concerns are. There was a discussion about the financial implications for Idaho Falls if there were a unilateral withdrawal or if the PMC decides to pull out of the project. GM Hunter mentioned that contingencies will likely be added to charge damages to whomever causes construction delays in the project.

Board Member Radford stated that Idaho Falls has an important leadership role in nuclear energy in Idaho Falls and GM Hunter said that he respects the board looking out for their community and also participant's reasons for withdrawal. Mayor Casper expressed her concerns with steeply rising project costs, which according to reporting have increased from \$3.6 billion in 2017 to \$6.1 billion in 2020. She asked why more of the financial burden seems to be falling on the shoulders of the participants and the DOE and less on corporate entities like NuScale and Fluor. GM Hunter stated that there was a reporting error, where the initial \$3 billion should have been closer to \$5.1 billion. He talked about capitalized interest and mentioned how UAMPS is now working with a third party on the financials. He continued to say that the reliance on the DOE has a big risk allocation, but that the DOE thinks that the project is important in nuclear energy and that they are stepping up to an overall 25 percent (25%) cost award. He said the DOE would be willing to take more risk if the project moved to a \$65MWh model, but stated that the CFPP doesn't want that. GM Hunter continued to say that NuScale would incur costs upward of \$500 million and Fluor will stand behind an 80 percent (80%) reimbursement. Board Member Hally asked if there were a higher contingency, would it be at a lower interest? GM Hunter replied that there is an A rating in the financial model plus 100 basis points and they've asked to raise that another 50 points for an A+ rating. Board Member Francis asked if the financial backing for reimbursement would be coming from Fluor and GM Hunter said that NuScale is a startup, so the parental guarantee will come from Fluor.

A discussion followed on the participant options and the possibility of having an interim meeting prior to making a subscription decision. GM Prairie stated that rightsizing allows the City of Idaho Falls to have

**August 13, 2020 Idaho Falls Power Board - Unapproved**

more irons in the fire for a diversified portfolio. Mayor Casper said she would send a meeting notification out after the annual UAMPS meetings next week.

There being no further business, the meeting adjourned at 10:30 a.m.

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Linda Lundquist, Executive Assistant

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Rebecca L. Noah Casper, Mayor



# MEMORANDUM

**FROM:** Chief Bryce Johnson  
**DATE:** Thursday, September 3, 2020  
**RE:** Memorandum of Understanding between District 91 and IFPD regarding School Resource Officers (SRO)

### Council Action Desired

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

IFPD recommends that Council approve the MOU between IFPD and District #91 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

### Description, Background Information & Purpose

This is a Memorandum of Understanding (MOU) between District 91 and the Idaho Falls Police Department (IFPD) establishing each entity’s obligation under the School Resource Officer (SRO) program. IFPD has provided sworn officers to work as SRO’s with in Idaho Falls School District #91 for many years. IFPD is pleased to continue the SRO services. This MOU is the same as last year’s Council-approved MOU with a change of dates to make it effective during the 2020-2021 school year.

### Relevant PBB Results & Department Strategic Plan

|                                     |                          |                          |                          |                          |                                     |                          |                          |
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### Interdepartmental Coordination

In/a

**Fiscal Impact**

District 91 agrees to pay 70% of the wages and benefits for two IFPD Officers and 50% of the wages and benefits for two additional Officers for a total of \$232,328.92 annually.

**Legal Review**

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# IDAHO FALLS

## SCHOOL RESOURCE OFFICER AGREEMENT

AGREEMENT, made effective the day 31<sup>st</sup> of August 2020, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation, P.O. Box 50220, Idaho Falls, Idaho 83405, (hereinafter "CITY"), and IDAHO FALLS SCHOOL DISTRICT NO. 91, a public corporation organized pursuant to the laws of the State of Idaho, 690 John Adams Parkway, Idaho Falls, Idaho 83401, (hereinafter "DISTRICT");

### WITNESSETH:

WHEREAS, CITY operates and maintains a Police Department within CITY limits and employs a trained and certified staff of police officers to provide law enforcement services within CITY;

WHEREAS, DISTRICT has need of qualified and trained personnel to provide security and law enforcement services within the various schools of DISTRICT which are located within the boundaries of CITY;

WHEREAS, it is to the mutual interest of the parties that security and law enforcement services be readily available during school hours within such schools;

NOW THEREFORE, it is hereby agreed as follows:

1. **CITY Police Officers:** Subject to the approval by DISTRICT on an officer-by-officer basis, CITY agrees to provide for the use and benefit of DISTRICT sworn police officers to work as School Resource Officers ("SROs") within the

schools operated by DISTRICT within the CITY provided CITY shall have no obligation to provide a substitute officer during times when an SRO is taking mandatory training, approved vacation, holiday, sick leave or other leave or absences beyond the control of the CITY. Such police officers shall be available during the time when school is in session during the term of this Agreement.

2. **Term of this Agreement.** The term of this Agreement shall commence on August 31, 2020 and shall terminate on August 31, 2021.
3. **Compensation.** In consideration for the services provided herein, the parties agree to the following compensation.

**For Two (2) SRO's.** The DISTRICT agrees to pay CITY an amount equal to seventy percent (70%) of each SRO's wages and seventy percent (70%) of the cost of each SRO's benefits, as hereinafter stated, for the entire term of this Agreement, irrespective of whether school is in session. In particular, DISTRICT shall pay CITY seventy percent (70%) of all compensation paid to all SRO's and seventy percent (70%) of each officer's FICA withholdings, PERSI withholdings and the premiums for workers' compensation, health and accident insurance and life insurance attributable to such SRO.

**For Two (2) SRO's.** The DISTRICT agrees to pay CITY an amount equal to fifty percent (50%) of each SRO's wages and fifty percent (50%) of the cost of each SRO's benefits, as hereinafter stated, for the entire term of this Agreement, irrespective of whether school is in session. In particular, DISTRICT shall pay CITY fifty percent (50%) of all compensation paid to all SRO's and fifty percent (50%) of each officer's FICA withholdings, PERSI withholdings and the premiums

for workers' compensation, health and accident insurance and life insurance attributable to such SRO.

**All SRO's.** DISTRICT will pay 100% of overtime earned by the SROs for school related activities. Overtime incurred from a criminal investigation or arrest will be paid 100% by CITY. Payment of DISTRICT's share of such wages and benefits shall be due no later than the 30<sup>th</sup> day of June during the term hereof, provided CITY sends an invoice to DISTRICT at least fifteen (15) days prior to such due date. Each invoice shall be for wages and benefits paid since August 31, 2020, or since the date of the last payment.

4. **Work Schedules.** DISTRICT shall have the right to establish and direct the work hours and work days for all SRO's, including the right, if necessary, to require work on holidays established by CITY Personnel Policy and the right to require work in excess of an eight (8) hour day, provided in such event, any overtime compensation paid to or accrued by an SRO and arising from such holiday pay or overtime work, shall be included within the compensation (comp time) in which DISTRICT is required to participate. DISTRICT can change the shift hours of the SRO to accommodate scheduled school-related events that require security or the presence of the SRO. Any overtime compensation for DISTRICT-related activities will be paid by DISTRICT at one hundred percent (100%) of time earned. Overtime earned as part of a criminal investigation or arrest will be paid 100% by CITY.
5. **Supervision and Direction of SROs.** DISTRICT shall have the right to generally assign work tasks to the SROs, provided the manner and means by which such work is performed shall be determined by CITY, in accordance with CITY's

Personnel Policy, ordinances and regulations and any general orders promulgated by the Chief of Police and School District 91 Board policy. The right to make such work assignments shall be limited to the time when school is in session. In particular, CITY will be responsible for the education, training and disciplining of SROs. The SRO's assignments and work ethics will be continually evaluated by the DISTRICT, and concerns or issues will be presented to the Idaho Falls Police Department promptly. Quarterly meetings between the School and Police Administration should also be arranged. CITY will try to make accommodations to provide training outside of school hours. There may be mandatory training in which the officers will have to attend during school time. Officers will notify school principals of such training. It is the desire of CITY to provide DISTRICT with SROs; however, because of possible staffing shortages and officer interest, CITY does not guarantee that all SRO positions will be filled. DISTRICT has the right to reject any SRO candidate and if not satisfied at any time with the current SRO, DISTRICT may request a new SRO. Replacement of any personnel is not guaranteed by CITY. All wages, benefits and all terms and conditions of the SRO's employment shall be in accordance with and subject to the CITY Personnel Policy, regulations and procedures as established by the statute or CITY ordinance. Any transfers are in accordance with the Idaho Falls Police Department transfer policy. School personnel will be involved in the transfer process.

6. **Uniforms and Equipment.** CITY will provide each SRO with all equipment, uniforms, weapons, communications equipment and other accessories as necessary to perform his/her duties and as are customarily supplied for police officers generally. Weapons and munitions that are stored in any SRO office will

be secured in lockers and safes provided by CITY. The control and security of SRO weaponry will be the responsibility of CITY. CITY will provide each SRO with a computer, network interface card and associated software capable of communicating with and through the CITY Records Management System.

7. **Equipment Provided by District.** DISTRICT shall provide an office, desk, telephone and necessary office supplies for use by each SRO. DISTRICT will also provide an internet connection for use by each SRO.
8. **Liability Insurance; Waiver of Indemnification and Contribution Rights.** DISTRICT and CITY shall each be separately responsible to obtain and maintain their own policy of liability insurance for claims arising against either of them as a result of any act or omission by each SRO and neither shall have any obligation or duty to procure liability insurance for the other. To the fullest extent permitted by law and by the terms and conditions of both parties' general, police liability or errors and omissions insurance policies, each party waives, as against the other, any claim for indemnification or contribution arising out of any negligent act or omission by any SRO while acting within the course and scope of his duties whenever such act or omission causes property damage or personal harm, injury or death to a third party. To the extent such waiver is not allowed by any policy of one party, the waiver shall not be applicable to the other party.
9. **Complete Agreement.** This writing evidences the complete and final agreement of the parties and no prior statement, representation or understanding shall be assumed.

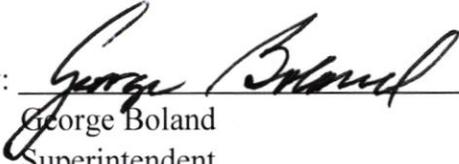
DATED this 13 day of August 2020.

CITY OF IDAHO FALLS, IDAHO

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Rebecca Casper  
Mayor

IDAHO FALLS SCHOOL DISTRICT NO. 91

By:   
George Boland  
Superintendent



# MEMORANDUM

**FROM:** Brad Cramer, Director  
**DATE:** Tuesday, September 1, 2020  
**RE:** Renewal of The Broadway Parking Garage Management Agreement.

### Council Action Desired

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

To approve the renewal of The Broadway parking garage management agreement and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

### Description, Background Information & Purpose

For consideration at the regular Council meeting on September 10, 2020, is approval of The Broadway parking management agreement. This agreement was created last year after the Idaho Falls Redevelopment Agency conveyed the garage to the City. The agreement includes the same terms as last year. Staff respectfully requests approval of the agreement.

### Relevant PBB Results & Department Strategic Plan

|                          |                                     |                          |                          |                          |                          |                          |                                     |
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The proposed agreement is related to the City’s goals for Good Governance and Transportation.

### Interdepartmental Coordination

NA

### Fiscal Impact

NA

**Legal Review**

The Legal Department has reviewed the agreement.

## PARKING MANAGEMENT AGREEMENT

PARKING MANAGEMENT AGREEMENT, made and entered this \_\_\_\_ day of September, 2020, by and between IF-1, LLC, an Idaho limited liability company, herein referred to as "IF-1," and City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, referred to as "CITY."

### WITNESSETH:

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

**1. Premises.** CITY agrees to lease to IF-1, subject to the full and faithful performance of the terms and conditions of this Agreement, the parking spaces within the Garage Unit and Surface Parking Unit within The Broadway, located at 560 West Broadway and 344 Memorial Drive and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "Garage"). IF-1 shall be entitled to the exclusive use of the Garage solely for the purpose of providing parking spaces for the public and the customers and tenants of The Broadway.

**2. Term.** The term of this Agreement shall commence from the date of execution by all parties and shall terminate on September 30, 2021.

**3. Rental and Payment.** IF-1 agrees to pay to CITY as rent for the Garage the sum of one dollar (\$1), due and payable concurrently with the execution of this Agreement.

**4. Use of Garage.** IF-1 is hereby granted the privilege of using the Garage for the purpose of providing off-street parking for the public and the customers and tenants of The Broadway.

**5. Limitation on Use.** IF-1 agrees that the Garage and improvements thereon shall be used only for the temporary parking of private motor vehicles by the public and the customers and tenants of The Broadway. IF-1 further agrees that the Garage shall not be used for parking of commercial vehicles, as defined by Idaho Code § 49-123 or for any other commercial purpose, except as permitted in this Agreement or without the express written consent of CITY.

The Garage shall be operated as a public parking facility and the parking spaces therein shall be generally open and available for parking by the public, including customers and tenants of The Broadway, on a first-come first-served basis; provided, however, that IF-1 may charge a fee to the public and customers and tenants of The Broadway to park in the Garage, as set forth in Paragraph 8 of this Agreement. CITY shall

have no authority to make additional rules or set standards governing the parking of vehicles in the Garage during the term of this Agreement.

**6. Utilities.** IF-1 shall be responsible for and pay all utilities for the Garage. CITY shall have no obligation to construct or provide water or sanitary sewer service lines, electrical, sanitation, telephone, or other utility services to the Garage.

**7. Maintenance of Garage.** IF-1 agrees to keep the Garage clear of any debris, trash, weeds, clutter, or other unattractive items of personal property. IF-1 shall also keep the Garage reasonably clear of snow, ice, or other obstruction or hazard to its use as a parking lot and pedestrian way. IF-1 shall also ensure the parking spaces are properly and clearly designated by pavement striping and parking barriers. IF-1 shall establish and maintain clearly marked entrance and exit points for vehicles, marked pedestrian access to elevators and stairs connected to underground and surface levels, adequate lighting and monitoring equipment, any parking management or control equipment (including automated gates, automatic ticket dispensers, or "attendant-less" kiosks), all elevators and stairs, signage, curbs, bumper guards, and wheel blocks. IF-1 shall also be responsible for maintaining fire suppression systems and providing and maintaining fire extinguishers. All other maintenance, repair and replacement of any portion of the Garage shall be the duty and responsibility of CITY, provided that if any portion of the Garage is damaged due to IF-1's failure to secure the Garage or failure to comply with this paragraph IF-1 shall be responsible for the repair or replacement.

**8. Property Damage and Public Liability Insurance.** IF-1 shall maintain and pay for fire and extended coverage insurance. In the event of any covered loss or damage to the Garage, IF-1 shall promptly restore the premises to the same or better condition as such improvement existed prior to such loss, to the extent insurance proceeds are available to fund such restoration work. In the event the premises are totally destroyed or otherwise rendered inhabitable as a result of an uninsured cause, then this Agreement may be terminated by City if IF-1 shall fail to commence substantially the reconstruction of the Garage.

IF-1 agrees to obtain, at IF-1's own proper cost and expense, a policy of public liability insurance protecting and indemnifying City and IF-1 against all claims for damages to person or property or for loss of life or of property occurring upon, in, or about the Garage and arising from the use, operation and maintenance of the Garage with liability limits of \$50,000 property damage and \$500,000 single limit with respect to bodily injury or death to any person or persons. City shall be named as co-insured on all such policies.

Prior to the delivery of the possession of the premises, IF-1 shall deliver a certificate of insurance to City evidencing the existence of property damage and public liability insurance described above. The policies shall provide that all notices issued by the insurance company pertaining to any changes in insurance coverage, delinquent premium notices, or other matters pertaining to any changes in insurance coverage

provided by such insurance policies shall be sent to both City and IF-1. City shall have the right at any time to require IF-1 to provide to City a copy of such insurance policies, together with any amendments or additions to such insurance policies and evidence that all payments required to be made in order to maintain such insurance in full force and effect have been paid in full by IF-1.

**9. Parking Rates.** IF-1 shall have the discretion to set fees for parking in the Garage, provided that the fees do not exceed rates generally charged for public parking within the Idaho Falls downtown area. IF-1 may set fees for hourly parking or monthly parking provided that IF-1 shall offer the hourly or monthly parking fees to the public on the same terms as to the customers and tenants of The Broadway. IF-1 may also sell more monthly parking spaces than there are spaces allocated to monthly parking, within recognized industry standards. Notwithstanding, the City shall have the right to evaluate any such arrangement to ensure that the Garage is functioning in a commercially reasonable manner.

**10. Waste.** IF-1 agrees it will not commit nor permit any waste, or destruction of the Garage or the improvements thereon, and shall upon the expiration of the term hereof, return the Garage to CITY in the same condition as now exists, reasonable wear and tear excepted.

**11. Compliance With Applicable Law.** IF-1 agrees at all times herein to comply with all applicable rules, regulations, ordinances, statutes, or administrative laws of the City of Idaho Falls, Bonneville County, the State of Idaho, the United States of America, or any agency or political subdivisions thereof having jurisdiction over the Garage. Notwithstanding the foregoing, IF-1 shall have no obligation to improve, alter or otherwise modify the physical structure of the Garage due to any changes in the rules, regulations, ordinances, statutes or administrative laws applicable to the Garage.

**12. Compliance With Environmental Laws.** IF-1 agrees not to store, dispose, use, or allow the use of any "hazardous substance" or "hazardous waste" upon the Garage, as such term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA," 42 U.S.C. § 9601, et seq.), the Clean Water Act ("CWA," 33 U.S.C. § 1251, et seq.), the Clean Air Act ("CAA," 42 U.S.C. § 7401, et seq.), the Toxic Substances Control Act ("TSCA," 15 U.S.C. § 2601, et seq.), the Resource Conservation and Recovery Act of 1976 ("RCRA," 42 U.S.C. § 6901, et seq.), the Idaho Environmental Protection and Health Act of 1972 ("IEPHA," Title 39, Chapter 1, Idaho Code), the Idaho Hazardous Waste Management Act of 1983 ("IHWVIA," Title 39, Chapter 44, Idaho Code) or any other similar state or federal law or regulation regulating the use, storage, transport or manufacture of a hazardous substance (such laws and regulations are hereafter referred to as "Environmental Laws"). Notwithstanding the foregoing, IF-1 may store, use and permit to be used hazardous substances in the Garage in a safe and prudent manner and in accordance with the requirements of all applicable Environmental Laws those kinds and quantities of Hazardous Materials that

are normally used in conducting the activities permitted under this Agreement. In no event will IF-1 be in breach of this paragraph due to the use, release or disposal of petroleum or petroleum by-products by users of the Garage.

CITY, and its agents, attorneys, employees, consultants and contractors, hereby reserve the right to enter upon and inspect the Garage at any time for the purpose of determining IF-1's compliance with the provisions of this paragraph, including without limitation the right to perform such inspections, examinations, subsurface testing, soils, and groundwater testing and other tests necessary to protect CITY's interest in the Garage and ensure IF-1's compliance with the terms and provisions of this paragraph.

If IF-1 fails to strictly comply with the Environmental Laws, CITY may immediately and without prior notice enter upon the Garage and take such response action as reasonably necessary to bring the Garage into compliance with such laws and comply with any response action taken by any agency charged with the enforcement thereof. In such event, all costs, expenses and consultants' fees incurred by CITY for such response or remediation effort shall be promptly and immediately paid by IF-1.

CITY may, at the termination of this Agreement, perform an environmental audit of such scope and extent determined necessary by CITY, in order to determine IF-1's compliance with the terms and provisions of this paragraph. Such audit shall be performed at the sole expense of CITY.

IF-1 agrees to indemnify and save CITY harmless from any and all damages, remedial orders, judgments, decrees, costs, and expenses, including but not limited to attorneys' fees, consultants' fees, clean-up costs, removal and response costs arising from IF-1's failure to strictly comply with the terms and provisions of this paragraph. The terms and provisions of this paragraph shall survive the termination of this Agreement and shall remain in effect for the full period of any statute of limitations with respect to the enforcement of the Environmental Laws or the terms and conditions of this Agreement, whichever is longer. Nothing herein shall be deemed to impose upon IF-1 any obligation or duty to indemnify CITY on account of any violation of the environmental laws by CITY, by any owner or leaseholder of the Garage prior to the commencement of the term of this Agreement, or for the conduct or omission of any user of the Garage.

**13. Indemnification.** IF-1 agrees to indemnify, defend, and hold City, its agents, elected officials, officers, representatives, and employees harmless from any and all costs, expenses, fees, penalties, liability, or loss resulting from any claim or claims, of any kind or nature, arising directly or indirectly from the acts of IF-1, its agents, employees, or invitees, under this Agreement.

To the extent permitted by the Idaho Constitution, the Idaho Tort Claims Act, Chapter 6, Title 9 of the Idaho Code, by any other law, City agrees to indemnify, defend, and hold IF-1, its agents, officers, board members, members and employees harmless from any and all costs, expenses, fees, penalties, liability, or loss resulting from any claim

or claims, of any kind or nature, arising directly or indirectly from the acts or omissions of City, its agents, employees, or invitees, under this Agreement.

**14. Assignment.** IF-1 shall not assign, mortgage, encumber, sublease, or transfer this Agreement or any part thereof, or improvements thereon or any privileges arising hereunder, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

**15. Termination of Agreement.** IF-1 agrees to surrender and quit the Garage immediately upon the termination of this Agreement.

**16. Default.** In the event IF-1 shall file or have filed against it a petition under the Bankruptcy Act, or shall make an assignment for the benefit of creditors, become insolvent, or fail to fully and faithfully comply with the terms and provisions hereof, then and in such event, IF-1 shall be deemed to be in default of this Agreement, and in the event IF-1 shall fail to cure such default within thirty (30) days after written notice shall have been given to IF-1 by CITY in a manner provided herein below, the CITY may elect to terminate this Agreement or alternatively or in addition thereto, the CITY may pursue any other remedies at law or in equity to enforce the performance of this Agreement or to recover damages for the breach thereof. Such notice shall generally set forth the nature of the default claimed by CITY.

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

IF-1, LLC  
Attn: Arthur F. "Skip" Oppenheimer  
877 Main Street, Suite 700  
Boise, ID 83702

City of Idaho Falls  
Attn: Director of Municipal Services  
P.O. Box 50220  
Idaho Falls, ID 83405

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

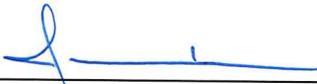
**19. Waiver/Invalidity.** If either party waives a breach of this Agreement, such waiver shall not be construed as a waiver of any other simultaneous or subsequent breach of this Agreement. If any provision of this Agreement is found invalid, such invalidity shall not affect the enforceability of any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

**20. Binding Effect.** This Agreement shall be binding upon the heirs, successors, personal representatives, or assigns of the parties hereto.

**21. Complete Agreement.** The parties acknowledge and agree that this writing shall constitute the complete and final agreement of the parties hereto on this topic, that all prior negotiations, representations, or understandings of the parties shall be deemed to merge into and are superseded by this Agreement. This Agreement may be amended only by written agreement duly and regularly executed by the parties hereto.

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

IF-1, LLC

By:   
\_\_\_\_\_  
Jeremy Malone, Vice President  
Oppenheimer Development Corporation,  
Managing Member of IF-1, LLC

ATTEST

CITY OF IDAHO FALLS

By: \_\_\_\_\_  
Kathy Hampton  
City Clerk

BY: \_\_\_\_\_  
Rebecca L. Noah Casper  
Mayor

**EXHIBIT "A"**



# MEMORANDUM

**FROM:** Brad Cramer, Director  
**DATE:** Tuesday, September 1, 2020  
**RE:** FY 2020-2021 Business Improvement District Management Agreement with Idaho Falls Downtown Development Corporation.

**Council Action Desired**

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

To approve the FY 2020-2021 Business Improvement District Management Agreement with Idaho Falls Downtown Development Corporation and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**

For consideration at the regular Council meeting on September 10, 2020, is approval of the FY2020-2021 Business Improvement District (BID) Management Agreement with Idaho Falls Downtown Development Corporation (IFDDC). This agreement is updated annually before the beginning of each Fiscal Year. It sets forth the responsibilities of IFDDC as the City’s designated manager of the BID and the payment of collected BID funds to cover the costs of management. The agreement also includes a list of goals and projects for the upcoming year.

**Relevant PBB Results & Department Strategic Plan**

|                          |                                     |                          |                          |                          |                          |                          |                          |
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The proposed agreement is related to the City’s goals for good governance.

**Interdepartmental Coordination**

NA

**Fiscal Impact**

NA

**Legal Review**

The Legal Department has reviewed the agreement.

## **MANAGEMENT AGREEMENT**

THIS AGREEMENT, entered into by and between the CITY OF IDAHO FALLS, State of Idaho, a municipal corporation, hereinafter referred to as the “City,” P. O. Box 50020, Idaho Falls, Idaho 83405, and the IDAHO FALLS DOWNTOWN DEVELOPMENT CORPORATION, an Idaho non-profit corporation, 425 N Capital Ave, Idaho Falls, Idaho, 83402, hereinafter referred to as the “Corporation.”

### **WITNESSETH:**

WHEREAS, the City, pursuant to Ordinance No. 3125 (the “Ordinance”), as authorized by Idaho Code Section 50-2601, *et seq.*, did establish a Business Improvement District, hereinafter referred to as the “DISTRICT,” and

WHEREAS, the Corporation was organized and established for the purpose of revitalizing the Idaho Falls Downtown area and operates primarily within the boundaries of the District as established by the Ordinance, and

WHEREAS, the Corporation is willing to and is capable of providing certain administration and management services to the City regarding operation of the District;

NOW, THEREFORE, for good and valuable consideration set forth herein, the parties agree as follows:

1. Pursuant to Idaho Code Section 50-2611, the City hereby retains the Corporation to provide certain management services as set forth in Exhibit A attached hereto, regarding the management and operation of the District. The Corporation warrants it has adopted By-Laws necessary to fulfill the terms of this Agreement and further covenants such administration complies with all applicable provisions of state and local law including, but not limited to, Chapter 26, Title

MANAGEMENT AGREEMENT

50, of the Idaho Code.

2. The principal office of the Corporation and registered agent thereof is presently located at 425 N Capital Ave, Idaho Falls, Idaho 83402, and all notices required by this Agreement to be sent to the Corporation shall be mailed to such office or such other address designated in writing by the Corporation to the City.

3. On or before May 1, 2021, the Corporation shall hold a public meeting for the purpose of allowing public comments and input regarding proposed projects, goals, objectives and expenditures of the District for the 2021/2022 fiscal year. Such meeting shall be open to all persons against whom assessments are levied under the Ordinance and all persons who own or operate businesses within the District. The Corporation shall mail a written notice of the meeting stating the date, time, place and purpose of the meeting to all such businesses not less than fifteen (15) days prior to the date of the meeting.

4. On or before June 1, 2021, the Corporation shall provide to the City a projection of anticipated revenues and recommended expenditures of the District for the 2021/2022 fiscal year of the City. The Corporation shall also establish and identify goals, objectives, projects and marketing and advertising campaigns for which BID revenues are to be utilized and shall simultaneously submit such information to the City. The City Council shall thereafter review such reports and recommendations and provide any comments or exceptions to the Corporation.

5. Upon receipt by the City of any appeal of any BID member of his or her assessment pursuant to Section 30 of the Ordinance, the City may forward the same to the Corporation. Upon receipt of such appeal, the Corporation shall forthwith review the appeal and make recommendations to the City Council regarding an appropriate disposition of the appeal.

MANAGEMENT AGREEMENT

6. The Corporation shall keep correct and complete books and records of accounts, shall keep minutes of the regular and special meetings of the Board of Directors of the Corporation and shall keep at the principal office a record of the names and addresses of all BID members. All books and records of the Corporation may be inspected by the City or its agents for any proper purpose at any time during normal business hours.

7. In consideration of the management services provided to the City by the Corporation, the City agrees to pay the Corporation the sum of \$85,000, due and payable as follows:

- a. The sum of \$25,000, due and payable on or before October 1, 2020;
- b. The sum of \$35,000, due and payable on or before January 1, 2021;
- c. The sum of \$25,500, due and payable on or before June 1, 2021.

Notwithstanding the foregoing, in the event the total amount of the assessments collected by the City under the Ordinance as of any of such due dates is insufficient to make such installment payments, the City shall have the obligation to remit only such amounts for which it has received sufficient revenues from assessments against business owners within the District. If the city thereafter receives further assessment payments, it shall thereafter remit, from time to time and as frequently as practical, amounts sufficient to cure such shortfalls. Further, in the event a court of competent jurisdiction holds the Ordinance to be invalid or unenforceable in any respect, then the City and the Corporation shall be released from any and all monetary obligations hereunder and this Agreement shall be deemed null and void.

8. The Corporation shall hire staff as determined by its Board of Directors to coordinate and assist in the administration of the operation of the District.

9. The City shall be responsible for billing and collecting all BID assessments and

MANAGEMENT AGREEMENT

accounting for all revenues to and expenditures of the District in collaboration with the County.

10. The term of this Agreement shall commence on October 1, 2020 and shall terminate on September 30, 2021. The parties may renew this Agreement by mutual consent provided notification of the desire to renew this contract shall be given not less than one hundred twenty (120) days prior to the execution of this proceeding contract term.

11. Whenever used in this Agreement and when required by the context, the singular number shall include the plural, gender shall include the masculine, feminine and/or neuter genders, as may be applicable, and persons shall include corporations, trusts, partnerships or other lawful associations of any kind.

12. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF IDAHO FALLS

IDAHO FALLS DOWNTOWN  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Rebecca Casper, Mayor

By: \_\_\_\_\_  
Jake Durtschi, Chair

MANAGEMENT AGREEMENT

## EXHIBIT A

### **Idaho Falls Downtown Development Corporation**

#### **Mission:**

Idaho Falls Downtown Development Corporation (IFDDC) advances the historical downtown as the regional center for commerce, culture and leisure activities for residents and visitors.

#### **Organization:**

The Idaho Falls Downtown Development Corporation is a non-profit 501 (c) (6) organization.

A Board of Directors of thirteen has volunteered to implement the goals to achieve the mission. General board meetings are open to the public and held the first Tuesday of every month at 8:30 a.m.

#### **Objectives:**

Idaho Falls Downtown Development Corporation Objectives:

1. **Promotion:** Enhance commercial district image development, work with special events and retail promotions, and work with the media.
2. **Economic restructuring:** Conduct a yearly market analysis, focus on business retention and recruitment, encourage real estate development.
3. **Organization:** Fund raising, volunteer recruitment, staff support, financial accounting and program promotion.
4. **Design:** Design education, architectural services, develop incentives for rehabilitation, and plan public improvements.
5. **Executive:** Consists of president, vice-president, secretary and treasurer from the Board of Directors whom oversees the budgeting, staffing, grants and operations of the corporation.

#### **Goals:**

The Idaho Falls Downtown Development Corporation has the following goals:

- Branding Downtown
- Business Recruitment & Retention
- Increase Downtown Visitors & Shoppers
- Community Feel Among Merchants & Building Owners
- Improve Broadway Corridor
- Identify Infrastructure Improvements

MANAGEMENT AGREEMENT

### **Downtown Projects:**

The Idaho Falls Downtown Development Corporation has identified the following projects:

- Intersection re-striping per the Downtown Plan
- Public Art
- Alley improvements (i.e. lighting and seating in alley) per the Downtown Plan
- Power line undergrounding in conjunction with Idaho Falls Power

### **Marketing and Advertising Campaigns:**

The Idaho Falls Downtown Development Corporation is promoting downtown by increasing the events held downtown. These events market the downtown businesses and area to those who attend. IFDDC launched a Downtown Gift Certificate which can be used throughout downtown. IFDDC is also partnering with the Museum of Idaho to market their new exhibits while they in turn market the downtown to their customers. The events planned for 2020 - 2021 pending the COVID 19 pandemic is controlled and have approval from EIPH and the City to host these events:

- **March** –St Paddy’s Day on Park, Find the Easter Bunny
- **April** – SpringBrew
- **July** – Taste of Downtown
- **September** – OktoberFest

### **IFDDC Staff Goals**

- New signage on Greenbelt (replace kiosk)
- Broadway signage
- Overall marketing plan/execution for IFDDC (social media, print, video)
  - Expand social media presence with Instagram
    - Develop #BeADowntowner hashtag with ambassadors
- Execute events successfully and meet financial goals
- Develop metrics for tracking success/failure and progress
- Explore and consider joining Main Street America Program
- Execute Public Art Projects
- Execute beautification for downtown
- Research and find new grant opportunities for IFDDC
- Seek out tourism spots for marketing materials



# MEMORANDUM

**FROM:** Brad Cramer, Director  
**DATE:** Tuesday, September 1, 2020  
**RE:** Renewal of the Memorandum of Understanding Regarding Parking Enforcement in the Downtown area.

**Council Action Desired**

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

To approve the Memorandum of Understanding with Idaho Falls Downtown Development Corporation, and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**

Attached for consideration at the September 10, 2020 regular Council Meeting is an updated Memorandum of Understanding (MOU) which designates Idaho Falls Downtown Development Corporation (IFDDC) as an authorized parking enforcement agent for the downtown area. The MOU stipulates the authority of IFDDC, and how the money from the City and any parking tickets may be used. This MOU includes the increase in City financial contribution consistent with the recently approved budget and expands the area to include E street, which has existing parking restrictions, but was not included in the original MOU.

**Relevant PBB Results & Department Strategic Plan**

|   |   |   |   |   |  |   |   |
|---|---|---|---|---|--|---|---|
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Staff believes this is consistent with goals outlined in community oriented results for Good Governance and a Safe and Secure Community.

**Interdepartmental Coordination**

CDS and IFDDC have reviewed the MOU.

**Fiscal Impact**

Click or tap here to enter text.

**Legal Review**

Legal has prepared and reviewed the MOU.

MEMORANDUM OF UNDERSTANDING FOR IFDDC PARKING PROGRAM BETWEEN  
CITY OF IDAHO FALLS, IDAHO AND IDAHO FALLS DOWNTOWN DEVELOPMENT  
CORPORATION

THIS MEMORANDUM OF UNDERSTANDING FOR IFDDC PARKING PROGRAM BETWEEN CITY OF IDAHO FALLS, IDAHO AND IDAHO FALLS DOWNTOWN DEVELOPMENT CORPORATION (hereinafter “MOU”) is entered into this day \_\_\_\_\_ of \_\_\_\_\_, 2020, by and between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter “CITY”), and the Idaho Falls Downtown Development Corporation, a 501(c)(3) Idaho non-profit corporation, 381 Shoup Ave., Ste. 207, Idaho Falls, Idaho, 83402 (hereinafter “IFDDC”).

WHEREAS, the downtown area in Idaho Falls is a vital, vibrant, and important part of our community; and

WHEREAS, the commercial and business establishments in downtown thrive when there is efficient and effective and predictable parking usage; and

WHEREAS, CITY wishes to promote the downtown area and to explore a different way to manage the availability of on-street and off-street parking in the area depicted in Exhibit “A” incorporated in this MOU; and

WHEREAS, the Idaho Falls Downtown Development Corporation (“IFDDC”) is dedicated to the improvement and sustaining of the downtown area for commercial, business, and residential purposes; and

WHEREAS, CITY and IFDDC are of the opinion that IFDDC has the proper interest, organization, and staffing to regulate on-street and off-street parking in the downtown area; and

WHEREAS, CITY and IFDDC desire to allow IFDDC to regulate downtown parking for the term of this MOU in order to have an effective downtown parking program.

THEREFORE, in consideration of the mutual promises below, CITY and IFDDC agree as follows:

## 1.0 IFDDC’S OBLIGATIONS

### 1.1 Scope of IFDDC’s Authority

IFDDC shall administer permits and enforcement of IFDDC pilot parking program on CITY streets and public rights-of-way within the area in and around downtown Idaho Falls and as identified on the map incorporated into this MOU as Exhibit “A,” including both sides of the streets that form

the borders of the area illustrated in Exhibit "A." Upon mutual written agreement, CITY and IFDDC may amend Exhibit "A."

### 1.2 IFDDC's Parking Regulations

IFDDC shall apply all relevant state and local on-street and off-street parking regulations on City streets and public right-of-ways in the downtown area, as identified on the map appropriated as Exhibit "A" through the term of this MOU. Such include parking regulations in Idaho Code Title 49 and Idaho Falls City Code (especially IFCC Title 9).

### 1.3 Dedicated CITY Streets

IFDDC acknowledges that this MOU is not intended to be construed in any way to void, limit, or restrict CITY's jurisdiction, control, or authority over dedicated CITY streets or public rights-of-way.

### 1.4 Collections and Use of Revenue

CITY agrees to pay IFDDC thirty-five thousand dollars (\$45,000) per year, during the term of this MOU, for management and enforcement of on-street and off-street parking in the area illustrated in Exhibit "A." IFDDC shall collect revenues associated with regulation and enforcement of the IFDDC Parking Program, including collection of administrative fines and penalties related to enforcement as described in this MOU, on dedicated CITY streets, parking lots, and public rights-of-way in the area shown in Exhibit "A." IFDDC agrees that revenues generated from parking enforcement, encompassed by this MOU, shall be specifically accounted for and used exclusively on public transportation or maintenance and improvement of CITY streets, public rights-of-way, public parking facilities, and public property, as directed by CITY. In the event that IFDDC's costs exceed, thirty-five thousand dollars (\$45,000), IFDDC may deduct reasonable costs directly attributable to enforcement or collection of parking revenue from the amount of revenue collected for and in behalf of CITY.

Nothing in this MOU precludes IFDDC from retaining monies collected in excess of IFDDC pilot program expenses as reserve funds for future downtown parking enhancements.

### 1.5 Parking and Traffic Control Signs

CITY shall install and maintain traffic and parking control devices on designated CITY streets and public rights-of-way described in accordance with the Manual on Uniform Traffic Control Devices and applicable State and local laws. CITY Director of Public Works shall approve regulatory traffic and parking devices on CITY streets and public rights-of-way before being posted by IFDDC. IFDDC shall correct any inadequate or improper signage or markings at the direction of CITY's Director of Public Works. Any additional signage requested by IFDDA related to this MOU shall be approved by CITY Director of Public Works.

### 1.6 Liability Coverage Provisions

CITY is a governmental entity subject to statutory and constitutional restrictions concerning the acceptance of liability. CITY's liabilities are further governed by the Idaho Tort Claims Act. It is

the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment and will not be responsible for the other Parties risks or liabilities.

1.6.1 Each Party to this MOU shall be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this MOU. Neither Party shall be considered the agent of the other and neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this MOU.

1.6.2 Subject to the limits of CITY liability specified in Idaho Code Sections 6-901 through 6-929, known as the Idaho Tort Claims Act, IFDDC shall indemnify and hold CITY and its agents and assigns harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred and that arise as a direct result of and which are caused by IFDDC's performance under this MOU.

1.6.3 Indemnitee shall promptly notify the IFDDC of any such claim of which it has knowledge and shall cooperate fully with IFDDC or its representatives in the defense of the same, to the extent allowed by Idaho Code and Idaho County Risk Management Program (ICRMP).

1.6.4 IFDDC's shall maintain Automobile Insurance, Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of liability of one million dollars (\$1,000,000.00) Combined Single Limits. IFDDC shall provide to CITY, upon request, proof of insurance for any required coverage under this paragraph.

1.6.5 IFDDC shall indemnify, defend and hold CITY harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorney's fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on IFDDC's part to be performed under the terms of this MOU, or arising from any act, negligence or the failure to act of IFDDC, or any of its agents, subcontractors, employees, invitees or guests. IFDDC, upon notice from CITY, shall defend CITY at IFDDC's expense by counsel reasonably satisfactory to CITY. IFDDC, as a material part of the consideration of CITY, hereby waives all claims in respect thereof against CITY.

## 1.7 Reporting Obligations

1.7.1 Claim Reporting. IFDDC shall provide a report to CITY of any liability or negligence claim of which it has knowledge, and shall cooperate fully with CITY or its representatives in the defense of the same.

1.7.2 Activity Reporting. On or before June 1, 2021, IFDDC shall provide an annual report to CITY summarizing the following:

- a. number of parking permits sold for CITY streets and public rights-of-way;
- b. revenue from permits sold for CITY streets and public rights-of-way;
- c. revenue generated from collection of administrative fines and penalty tickets;
- d. locations and amount of each ticket for parking violations on CITY streets, public property, public parking lots, and public rights-of-way; and
- e. percentage of total IFDDC parking ticket revenue collected from tickets for CITY streets, public property, public parking lots, and public rights-of-way.

## 2.0 Grant of Authority

IFDDC employees are hereby granted the authority to issue permits and tickets or citations and to enforce CITY parking regulations on all CITY streets and public rights-of-way shown on Exhibit "A" in the manner as outlined in the Idaho Falls City Code.

## 3.0 GENERAL TERMS

### 3.1 Additional Acts

Except as otherwise provided herein, the Parties to this MOU shall perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts and assurances as any Party to this MOU may reasonably require to execute the promises in this MOU.

### 3.2 Notices

Any notice under this MOU shall be in writing and be delivered in person or by public or private courier services (including U.S. Postal Service Express Mail), or certified mail with return receipt requested, or by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing:

IFDDC: Executive Director  
381 Shoup Avenue, Ste. 207  
Idaho Falls, ID 83402

CITY: Director of Community Development Services Department  
P.O. Box 50220  
Idaho Falls, ID 83405  
(208) 612-8256

### 3.3 Term

The term of this MOU shall commence on October 1, 2020, and shall end September 31, 2021. This MOU shall renew annually unless notification of termination is provided subject to paragraph 3.4, Termination.

### 3.4 Termination

Either Party may terminate this MOU by providing written notice six (6) months in advance of the proposed termination. Monies and resources paid to or collected by IFDDC shall be apportioned pro rata, at the termination of this MOU. IFDDC shall remit City a detailed accounting of amounts paid to IFDDC from City, IFDDC's costs directly incurred by IFDDC's parking management, amounts collected by IFDDC, and any money withheld by IFDDC for its costs or retained as reserve funds for future downtown parking enhancements.

### 3.5 Open Records and Retention

IFDDC agrees that all records created as part IFDDC's day-to-day business performance of this MOU shall be treated as public records, as that term is defined in Idaho Code Title 74 Chapter 1. All public records shall be subject to and disclosed pursuant to Title 74, Chapter 1, of the Idaho Code (the Idaho Public Records Act). In addition, IFDDC agrees to retain public records in accordance with Idaho Code § 50-907 and City's Retention Policy, Resolution No. 2016-22.

### 3.6 Modification

This MOU may be modified or amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

### 3.7 Headings

The headings contained in this MOU are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

### 3.8 Entity Authority

Each individual executing this MOU on behalf of a Party hereto represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of said Party in accordance with duly adopted organizational documents or agreement and, if appropriate, a Resolution of the Party, and that this MOU is binding upon said Party in accordance with its terms.

ATTEST:

CITY OF IDAHO FALLS

\_\_\_\_\_  
Kathy Hampton, City Clerk

By: \_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

IFDDC

By: \_\_\_\_\_  
Catherine Smith

STATE OF IDAHO )  
 ) ss.  
County of Bonneville )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that he 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 State of Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: \_\_\_\_\_

(Seal)

STATE OF IDAHO )  
 ) ss.  
County of Bonneville )

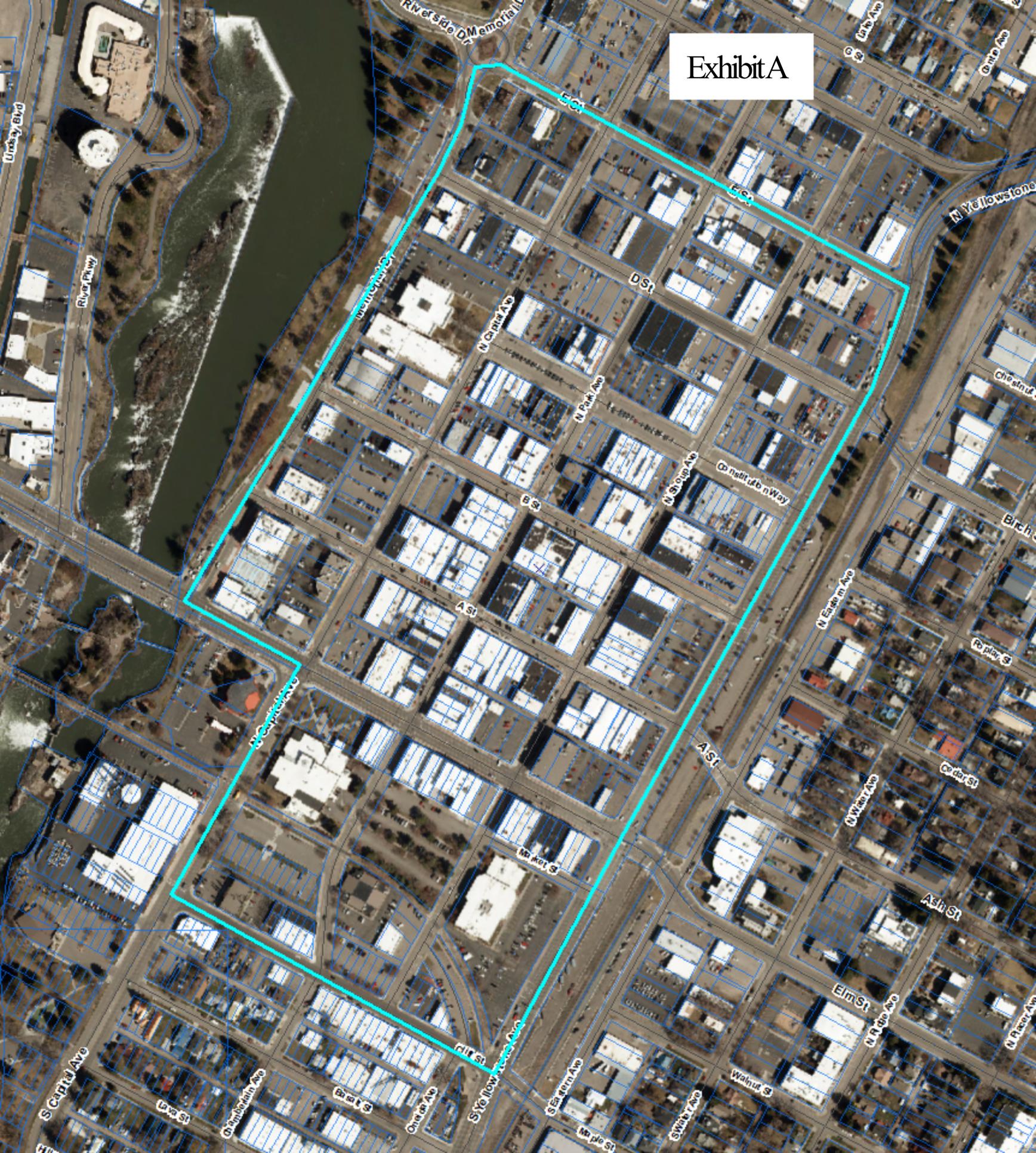
On the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a notary public in and for said State, personally appeared Catherine Smith, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

\_\_\_\_\_  
Notary Public for State of Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: \_\_\_\_\_

(Seal)

Exhibit A





# MEMORANDUM

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Monday, August 3, 2020  
**RE:** Approval to Write-Off Ambulance Service Accounts

**Council Action Desired**

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

Approve the write-off of unpaid ambulance service accounts for calendar service dates within 2017 and 2019 determined as uncollectible for a total of \$2,641,390.71 or take other action deemed appropriate.

**Description, Background Information & Purpose**

The total includes accounts for Medicare and Medicaid published rates reduced to the maximum allowable rates, with *Medicare* at \$1,420,765.69, or 54%, and *Medicaid* at \$661,319.36, or 25%, of the total write-off request of \$2.6M. The remaining \$559,305.66, or 21% of the total write-off request, includes: collection agency *2017 service dates* determined uncollectible (a total of \$259,782 or 10% of the total); *2019 service date* requests for write-off include contractual arrangement (\$189,050.23 or 7%); *Bankrupt and Deceased accounts* (\$93,810.10 or 4%); and *Hardships* granted by the ambulance committee approved policy (\$16,663.33 or 1%).

**Relevant PBB Results & Department Strategic Plan**

|                          |                                     |                          |                          |                          |                          |                          |                                     |
|--------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
|                          |                                     |                          |                          |                          |                          |                          |                                     |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

The request to write-off the accounts supports the good governance community-oriented result and within the current City Service Delivery Account Write-Off Policy 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.

### **Interdepartmental Coordination**

The unpaid ambulance service accounts and hardship requests are reviewed monthly by the ambulance committee members consisting of Municipal Services and Fire staff.

### **Fiscal Impact**

The Municipal Services and Fire Department ambulance committee members continue to meet monthly as a committee and quarterly with outside collection agencies to monitor the collection processes.

### **Legal Review**

This request is with the City Service Delivery Account Write-Off Policy approved by City Council in August, 2016.



# MEMORANDUM

**FROM:** Pam Alexander, Municipal Services Director

**DATE:** Wednesday, August 26, 2020

**RE:** Approval to Write-Off Uncollectible Parking and Miscellaneous Delinquent Accounts

**Council Action Desired**

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

Approve the write-off of unpaid parking tickets and miscellaneous delinquent accounts determined as uncollectible for a total of \$91,200.64 or take other action deemed appropriate.

**Description, Background Information & Purpose**

The total includes: 2,376 accounts for delinquent parking tickets that are five or more years delinquent in the amount of \$64,676.83; various billings for services that are five or more years delinquent in the amount of \$15,520.78; and one confirmed calendar year 2019 bankruptcy in the amount of \$11,003.03. The various billings for services include damage to City property, weed control, rental of yard containers and animal control services.

**Relevant PBB Results & Department Strategic Plan**

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The request to write-off the accounts supports the good governance community oriented result and within the current City Service Delivery Account Write-Off Policy 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.

**Interdepartmental Coordination**

The unpaid accounts have been reviewed by the related departments for concurrence.

**Fiscal Impact**

The fiscal impact to the request for write-off of accounts will update the City's collectible debt for the fiscal year-end audit.

**Legal Review**

This request is with the City Service Delivery Account Write-Off Policy approved by City Council in August, 2016.



# MEMORANDUM

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Monday, August 3, 2020  
**RE:** Approval to Write-Off Unpaid Utility Service Accounts

**Council Action Desired**

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

Approve the write-off of unpaid utility service accounts for calendar year 2015 determined as uncollectible for a total of \$235,291.65 or take other action deemed appropriate.

**Description, Background Information & Purpose**

The uncollectible accounts total 668 accounts and include the following account categories: bankruptcy at \$18,225.45, deceased at \$11,029.43, incarcerated \$4,503.15 and business at \$57,764.73. For comparison purposes, last year the total approved write-off of utility service accounts was \$310,983.83 for approximately 770 accounts for the 2014 calendar year.

**Relevant PBB Results & Department Strategic Plan**

|   |   |   |   |   |  |   |   |
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The request to write-off the accounts supports the good governance community oriented result and within the current City Service Delivery Account Write-Off Policy 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.

**Interdepartmental Coordination**

Idaho Falls Power Director Prairie and Public Works Director Chris Fredericksen have reviewed the request for write-off and concur with the recommendation.

**Fiscal Impact**

This year's request is \$75,692.18 less than the 2014 calendar request last year. The Municipal Services Department, Idaho Falls Power and Public Works field operations group continues to make improvements to the utility customer standard operating procedures. And, along with the outside collection agency, the group holds the expectation that write-off amounts will decline.

**Legal Review**

This request is within the City Service Delivery Account Write-Off Policy approved by City Council in August, 2016.



# MEMORANDUM

**FROM:** Josh Roos, City Treasurer  
**DATE:** Friday, August 28, 2020  
**RE:** Treasurer’s Report for July 2020

**Council Action Desired**

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

Accept and approve the Treasurer’s Report for the month-ending July 2020 (or take other action deemed appropriate).

**Description, Background Information & Purpose**

A monthly Treasurer’s Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending July 2020, total cash and investments total \$142.7M. Total receipts received and reconciled to the general ledger were reported at \$26.1M, which includes revenues of \$24.4M and interdepartmental transfers of \$1.7M. Total disbursements reconciled to the general ledger were reported at \$15M, which includes salary and benefits of \$5.5M, operating costs of \$7.8M and interdepartmental transfers of \$1.7M. As reported in the attached investment report, the total investments reconciled to the general ledger were reported at \$125.8M.

**Relevant PBB Results & Department Strategic Plan**

|   |   |   |   |   |  |   |   |
|---|---|---|---|---|--|---|---|
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The monthly Treasurer’s Report supports the Good Governance result by providing sound fiscal management and enable trust and transparency.

**Interdepartmental Coordination**

Not applicable.

**Fiscal Impact**

Not applicable.

**Legal Review**

Not applicable.

**CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT**

**July, 2020**

| <b>FUND</b>                   | <b>BEGINNING CASH &amp; INVESTMENTS</b> | <b>TOTAL RECEIPTS</b>  | <b>TOTAL DISBURSEMENTS</b> | <b>ENDING BALANCE CASH &amp; INVESTMENTS</b> |
|-------------------------------|---|------------------------|----------------------------|--|
| GENERAL                       | \$5,862,363.77                          | \$13,510,790.73        | \$4,685,240.28             | \$14,687,914.22                              |
| STREET                        | \$2,998,681.12                          | \$1,956,104.43         | \$435,315.51               | \$4,519,470.04                               |
| RECREATION                    | (\$250,657.24)                          | \$347,624.77           | \$176,552.43               | (\$79,584.90)                                |
| LIBRARY                       | \$3,013,932.18                          | \$818,261.68           | \$293,320.93               | \$3,538,872.93                               |
| AIRPORT PFC FUND              | \$0.00                                  | \$33,284.91            | \$32,284.91                | \$1,000.00                                   |
| MUNICIPAL EQUIP. REPLCMT.     | \$13,874,269.08                         | \$339,674.77           | \$281,768.82               | \$13,932,175.03                              |
| EL. LT. WEATHERIZATION FD     | \$3,293,837.65                          | \$33,946.70            | \$90,420.59                | \$3,237,363.76                               |
| BUSINESS IMPRV. DISTRICT      | \$67,626.98                             | \$29,156.56            | \$2.24                     | \$96,781.30                                  |
| GOLF                          | (\$281,542.77)                          | \$423,891.85           | \$331,136.58               | (\$188,787.50)                               |
| SELF-INSURANCE FD.            | \$3,070,663.36                          | \$152,542.21           | \$75,685.02                | \$3,147,520.55                               |
| HEALTH & ACCIDENT INSUR.      | \$4,644,265.48                          | \$8,870.63             | \$153.79                   | \$4,652,982.32                               |
| WILDLAND                      | \$192,656.69                            | \$367.98               | \$14,953.66                | \$178,071.01                                 |
| SANITARY SEWER CAP IMP.       | \$2,864,746.69                          | \$47,807.22            | \$94.86                    | \$2,912,459.05                               |
| MUNICIPAL CAPITAL IMP.        | \$1,665,563.07                          | \$274,042.25           | \$15,055.15                | \$1,924,550.17                               |
| STREET CAPITAL IMPROVEMENT    | \$879,567.30                            | \$73,274.24            | \$33,379.13                | \$919,462.41                                 |
| BRIDGE & ARTERIAL STREET      | \$898,990.52                            | \$7,008.47             | \$29.77                    | \$905,969.22                                 |
| WATER CAPITAL IMPROVEMENT     | \$4,950,863.94                          | \$110,579.36           | \$97,519.16                | \$4,963,924.14                               |
| SURFACE DRAINAGE              | \$212,567.41                            | \$909.44               | \$7.04                     | \$213,469.81                                 |
| TRAFFIC LIGHT CAPITAL IMPRV.  | \$1,120,691.06                          | \$37,936.37            | \$51,267.11                | \$1,107,360.32                               |
| PARKS CAPITAL IMPROVEMENT     | \$134,769.71                            | \$606.41               | \$104,534.90               | \$30,841.22                                  |
| FIRE CAPITAL IMPROVEMENT      | (\$2,606,624.73)                        | \$138,650.72           | \$0.00                     | (\$2,467,974.01)                             |
| ZOO CAPITAL IMPROVEMENT       | \$141,954.99                            | \$20,288.14            | \$9,392.84                 | \$152,850.29                                 |
| CIVIC AUDITORIUM CAPITAL IMP. | \$203,811.08                            | \$389.28               | \$6.75                     | \$204,193.61                                 |
| GOLF CAPITAL IMP.             | \$200,425.93                            | \$32,378.16            | \$6.64                     | \$232,797.45                                 |
| POLICE CAPITAL IMPROVEMENT    | (\$667,059.95)                          | \$0.00                 | \$0.00                     | (\$667,059.95)                               |
| AIRPORT                       | \$809,245.56                            | \$472,300.80           | \$380,512.50               | \$901,033.86                                 |
| WATER                         | \$7,374,454.76                          | \$943,249.69           | \$1,761,764.19             | \$6,555,940.26                               |
| SANITATION                    | \$3,672,841.44                          | \$444,922.82           | \$323,276.23               | \$3,794,488.03                               |
| AMBULANCE                     | (\$1,549,013.25)                        | \$579,647.97           | \$489,345.70               | (\$1,458,710.98)                             |
| IDAHO FALLS POWER             | \$54,940,867.12                         | \$4,204,478.29         | \$4,136,601.52             | \$55,008,743.89                              |
| FIBER                         | (\$445,957.63)                          | \$58,711.53            | \$349,575.70               | (\$736,821.80)                               |
| WASTEWATER                    | \$20,383,692.30                         | \$995,399.91           | \$894,394.86               | \$20,484,697.35                              |
| <b>TOTAL ALL FUNDS</b>        | <b>\$131,672,493.62</b>                 | <b>\$26,097,098.29</b> | <b>\$15,063,598.81</b>     | <b>\$142,705,993.10</b>                      |

CITY OF IDAHO FALLS  
INVESTMENT RECONCILIATION  
Jul-20

|                    | <u>BOND</u>            | <u>AGENCY</u>          | <u>TREASURY</u>        | <u>CERTIFICATES</u>    | <u>MONEY MARKET</u>    | <u>CASH/EQUIVALENT</u> | <u>TOTAL</u>            |
|--------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|-------------------------|
| LPL                |                        |                        |                        | \$1,261,554.84         |                        | \$10,773.72            | \$1,272,328.56          |
| LGIP               |                        |                        |                        |                        | \$30,232,757.46        |                        | \$30,232,757.46         |
| WELLS FARGO        | \$39,442,597.16        | \$13,161,539.84        | \$9,376,757.77         | \$6,003,505.18         | \$5,838,226.15         |                        | \$73,822,626.10         |
| DA DAVIDSON        |                        |                        |                        | \$1,028,797.50         |                        | \$256,538.27           | \$1,285,335.77          |
| WASHINGTON FEDERAL |                        |                        |                        | \$257,204.26           |                        |                        | \$257,204.26            |
| ISU                |                        |                        |                        | \$266,558.45           |                        |                        | \$266,558.45            |
| KEY BANK           | \$1,643,491.90         | \$1,478,129.05         | \$2,543,670.95         |                        |                        | \$68,595.99            | \$5,733,887.89          |
| IDAHO CENTRAL      |                        |                        |                        | \$4,279,306.35         |                        |                        | \$4,279,306.35          |
| BANK OF IDAHO      |                        |                        |                        | \$6,621,637.15         |                        |                        | \$6,621,637.15          |
| BANK OF COMMERCE   |                        |                        |                        | \$2,019,720.50         |                        |                        | \$2,019,720.50          |
|                    | <u>\$41,086,089.06</u> | <u>\$14,639,668.89</u> | <u>\$11,920,428.72</u> | <u>\$21,738,284.23</u> | <u>\$36,070,983.61</u> | <u>\$335,907.98</u>    | <u>\$125,791,362.49</u> |

## August 21, 2020 Budget Session – Unapproved

The City Council of the City of Idaho Falls met in Council Budget Session, Friday, August 21, 2020, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 8:30 a.m.

There were present:

Mayor Rebecca L. Noah Casper  
Councilmember Michelle Ziel-Dingman  
Councilmember John Radford (via WebEx)  
Councilmember Thomas Hally (arrived at 8:46 a.m.)  
Councilmember Jim Freeman (via WebEx)  
Councilmember Jim Francis  
Councilmember Shelly Smede (via WebEx at 9:17 a.m.)

Also present:

Pam Alexander, Municipal Services Director  
Mark Hagedorn, Controller  
Julie Combe, Human Resources Manager  
Randy Fife, City Attorney  
Kathy Hampton, City Clerk  
Bear Prairie, Idaho Falls Power (IFP) General Manager  
Linda Lundquist, IFP Executive Assistant

Mayor Casper called the meeting to order at 8:35 a.m. with the following:

### Opening Remarks, Announcements:

Mayor Casper stated discussion with the Sister Cities organization will be occurring on August 21; Police Chief Bryce Johnson will be submitting an Op Ed to the Post Register regarding the recent Police Reform article; and Northwest Public Power Association (NWPPA) meeting will be held September 10.

### Coronavirus (COVID-19) Update:

There was no update.

### Follow-up Discussion Regarding 2020-21 Budget:

Mayor Casper requested additional comments regarding the budget following the August 20 public hearing. Per Councilor Francis, Mr. Hagedorn stated the line item on the Treasurer's Report regarding the Law Enforcement Complex (LEC) are costs that have been paid. Councilor Freeman clarified, regarding Mr. Brian Stutzman's comment from the public hearing, the forgone is only being reserved, this does not mean the forgone is being taken. Per Councilor Freeman, Mr. Hagedorn stated the forgone amount is currently \$5.4M, the proposed amount is \$1.1M. Mayor Casper noted the forgone does not earn interest. Councilor Hally indicated there has been some feedback regarding no employee Cost of Living Adjustment (COLA) increase with regard to the dehumidification (dehyde) system at the Aquatic Center. He believes Parks and Recreation (P&R) has made many sacrifices. Councilor Francis believes the dehyde has been pushed aside for many years, this runs the risk of losing a building that serves the public. He also noted the step and grade is continuing for employees. Mayor Casper stated, per discussion with the finance team, the path of employee compensation for a COLA is not sustainable. Per Councilor Francis, Mr. Hagedorn stated a 1% COLA would amount to \$536,000. He is unsure of the annual step and grade amount. Director Alexander reminded the Council that approximately \$545,000 from the General Fund is being allocated to the Airport (IDA), this is a first-time occurrence. She noted if IDA receives reimbursement from Coronavirus Aid, Relief, and Economic Security (CARES) Act funding, this money could be re-allocated. Councilor Radford questioned if a COLA could be given if the CARES money is received. Mayor Casper noted one-time money cannot be used for ongoing expenses. Mr. Hagedorn reiterated the funding for wages is unsustainable. Alternate plans and employee/position counts are being reviewed. Councilor Hally stated as the City grows, more employees will be needed. Per Councilor Francis, Mr. Hagedorn noted the contingency fund allows anticipated money and the budget would not need to be re-opened if CARES money is received. Brief discussion followed regarding the contingency fund. Mayor Casper believes

**August 21, 2020 Budget Session – Unapproved**

being disciplined and prioritizing is wise. Mr. Hagedorn noted all forecasted revenue was decreased, there is an option for a revenue increase although he cautioned extra spending. Councilor Freeman reiterated COLA are ongoing costs. He is not sure if future money will be available. Council President Dingman noted if CARES money is received, IDA Director Rick Cloutier will likely request this money be set aside for IDA needs/grants. Mayor Casper concurred. Per Councilor Radford, Ms. Combe stated the compensation committee has been discontinued at this time due to COVID. Councilor Hally stated the land preparation for the LEC was beyond what he imagined. He believed this amount would be closer to \$1M. Mayor Casper noted the LEC discussion will occur at the August 24 Council Work Session. Per Councilor Hally, Mr. Hagedorn stated there will be no major changes to annexation and new construction amounts from the County.

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Kathy Hampton, City Clerk

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Rebecca L. Noah Casper, Mayor

**Discussion of Carbon Free Power Project (CFPP):**

A general discussion took place about the CFPP. Mayor Casper announced that the project deadline had been extended from Sept. 14 to Sept. 30, 2020. General Manager (GM) Prairie said that Doug Hunter with Utah Associated Municipal Power Systems (UAMPS) expressed that the Department of Energy (DOE) will likely have not signed the \$1.4 billion award by the previous deadline and timeline as expected by Sept. 14, 2020, thereby necessitating a need for an extension. There was a discussion about future deadline extensions until the award passes through necessary approvals and process in Washington. Mayor Casper announced the leadership change taking place at Idaho National Laboratory (INL). Board Member Radford said he would like to reiterate what GM Prairie and Mayor Casper have stated and emphasized the importance of getting the DOE award signed. Mayor Casper added that she has requested statements of CFPP support from our federal legislators. She reviewed some points made at the UAMPS annual meeting earlier in the week about nuclear power. Board Member Freeman said that it's worth the short-term pain for the long-term gain. GM Prairie said he agreed with Board Member Hally that the globe is moving toward carbon free emissions. He said that utilities across the country are looking for low-cost economic solutions that can deliver carbon free energy systems. He added that the Small Modular Reactor (SMR) project would potentially have a large economic impact on the region and emphasized that the city's risk reward is different than other participants in the project because of the jobs that will be created, etc. as a result, but cautioned that the Idaho Falls' peak load is 140MWh and we cannot build ourselves an SMR at 720MW. He reminded the board that Idaho Falls is not replacing coal plants like other utilities are in the region, and pointed out that they are often seeking lower cost and less risk options than new nuclear. GM Prairie reviewed the costs that Idaho Falls would be exposed to with and without the support of the DOE. Board Member Freeman asked how much money is in the rate stabilization fund and GM Prairie answered that there is about \$1.4 million extra, but reminded the Board that the dollars go back to the rate payers according the financial reserves policy that governs the fund. He reminded the Board that the current fee resolution already accounted for this credit in rates going back to customers for FY2020-21 and if the Board wanted to do something different they would need to think about policy implications and amend the rates for next year. He continued to say that the options are; to either raise rates or use money tagged for other things like the rate stabilization fund, but cautioned that credit agencies frown when entities redirect funds such as this and not follow standing policies and practices previously put in place. Board Member Freeman stated that with the support of the DOE, he felt encouraged by a 1.43 percent (1.43%) increase and GM Prairie added, that spread over three years it would be less than a half percent (<1/2%) in rates to recover the projected expenditure of entering the next phase of CFPP funding development.

GM Prairie announced that the energy supply and demand had been very tight over the past week and noted that while the region had a good water year, he said that the grid was tight on energy supply over peak periods during this heat wave and this results in extreme pricing like we saw. He added that utilities are still seeking solutions to get over these peak periods. He stated that while California has Community Choice Aggregation (CCA), they are likely rethinking retiring gas plants in light of extreme weather episodes that sky-rocket prices and led to the recent rolling blackouts.

**August 21, 2020 Budget Session – Unapproved**

There was a discussion on the proposed CFPP Resolution draft. GM Prairie stated that he had previously provided a copy to Doug Hunter and Mason Baker of UAMPS to review for accuracy, as well as Idaho Falls' City Attorney. The Board reviewed and made a few grammatical revisions to the draft, but also resolved to reduce the city's subscription from 10MWh to 5HWh to better align with actual resource needs, set a not-to-exceed limit in both dollars and MW capacity in the project. GM Prairie stated that Logan had exited the project at 7MWh and added that there could be more scaling down or exiting the project by other current participants during this off-ramp/next phase budget period. There was a discussion on the Logan commitment and subsequent exit. GM Prairie said that it comes down to price and risk for most utilities and added that the biggest risk for the project is the lack of subscription in his view and this is why it is important to include that statement in the resolution. He continued to say that UAMPS needs \$19.9 million in commitments from project participants to move into the next phase. GM Prairie stated that he can understand a \$700,000 Development Cost Share for Idaho Falls up to 5MWs, but that he wouldn't advocate for picking up a larger percentage of this development cost due to our limited need for additional baseload resources in our energy portfolio. Board Member Radford stated that he was pleased with the resolution outcome and noted that the Board did a good job of finding a responsible scenario. Board Member Francis suggesting extending until the DOE award comes in. There was a head nod given from all of the Board members to GM Prairie to move forward with the draft resolution and signal to UAMPS the city's intention with the resolution, noting that it won't take a vote until the Sept. 24 Council Meeting. Mayor Casper reiterated that the Board rightsized the city's share to fit its resource needs, and also show that the city's commitment is still there for this project that means so much for the community and being able to find reliable carbon free generation resources.

Mayor Casper made some final announcements of upcoming meetings.

There being no further business, the meeting adjourned at 11:36 a.m.

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Linda Lundquist, Executive Assistant

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Rebecca L. Noah Casper, Mayor

## August 24, 2020 Work Session - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Monday, August 24, 2020, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

### Call to Order and Roll Call:

There were present:

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

Also present:

George Boland, School District 91 Superintendent  
Pamela Alexander, Municipal Services Director  
Bryce Johnson, Police Chief  
Jeremy Galbreath, Police Captain  
Chris Fredericksen, Public Works Director  
Chris Canfield, Assistant Public Works Director  
Mark Hagedorn, Controller  
Nick Miller, Hawley Troxell Bond Counsel (via WebEx)  
Adam Christenson, Hawley Troxell Bond Counsel (via WebEx)  
Christian Anderson, Zion's Bank (via WebEx)  
Ed Morgan, Civic Center for the Performing Arts Manager  
Randy Fife, City Attorney  
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:01 p.m. with the following items:

### Calendars, Announcements and Reports

September 7, Labor Day  
September 8, City Council Work Session  
September 9-10, Northwest Public Power Association (NWPPA) Annual Conference  
September 10, CSP Memorial Walk and City Council Meeting  
September 16, Energy Communities Alliance (ECA) National Clean-up Workshop and Bonneville Metropolitan Planning Organization (BMPO)  
September 16, Citizen's Police Academy begins  
September 17, Constitution Day  
September 21, City Council Work Session  
September 24, Idaho Falls Power (IFP) Power Board Meeting and City Council Meeting

Mayor Casper stated representatives from the War Bonnet Round Up Rodeo have met with the Fort Hall tribe regarding follow-up sponsorship discussion, the tribal members indicated they would host a tour if possible; the Connecting Us, Sustaining Progress (CUSP) committees, which are populated by the public, are working on community-wide questions and concerns with a follow-up report anticipated to the Council in the next year (Mayor Casper noted the Arts and Cultural subcommittee may be dropped for the time being); and there has been discussion with individuals regarding ideas for Police reform, these ideas are all being addressed.

### Coronavirus (COVID-19) Update:

Mayor Casper stated several City employees or family members have been diagnosed with COVID. She indicated this has caused less time for the Human Resources Department to address other department items/goals. She also

## August 24, 2020 Work Session - Unapproved

stated the State is seeing a downward trend in infection rates although there are close to 30,000 cases. There have been more than 300 deaths State-wide. Bonneville County remains in the Moderate Risk level and Eastern Idaho Public Health (EIPH) has been careful to ensure area hospitals are not overrun with COVID patients. Mayor Casper stated the greatest risk in the pandemic management may be from the social side as some individuals feel restrictions are un-informed or information is 'elitist'. Misunderstanding or misinterpreting the policy goals has been fear-based, which is not helpful. An outbreak occurs when the guidelines are not followed and an outbreak will shut schools and/or businesses down. Mayor Casper encouraged intelligence with this pandemic. She also stated public policy goals are not fear-based goals, these goals are to prevent the illness and to prevent the situation from getting out of control from a healthcare perspective. She renewed her call to obey the order to lower the infection rate.

### Liaison Reports and Council Concerns:

Councilor Freeman stated the City has produced how-to-drive roundabout videos.

Councilor Radford had no items to report.

Councilor Francis stated approval for body cameras for the Idaho Falls Police Department (IFPD) will be forthcoming. He also noted work is beginning on Funland.

Councilor Smede had no items to report.

Councilor Hally stated 14 personnel from the Idaho Falls Fire Department (IFFD) have been deployed for firefighting. He noted this cost is reimbursable. He also stated agreements with other counties and the IFFD will be presented in the future. He cautioned the fire hazard with camping/all-terrain vehicles (ATVs). Mayor Casper noted those deployed personnel will be called back if they are needed for the City.

Council President Dingman had no items to report.

### Superintendent George Boland, School District 91 Back-to-School Update:

Superintendent Boland stated the Getting Back to School 2020 plan is located on the district website. The initial green (return to school), yellow (a hybrid), and red (all remote learning) plan was approved in July. A modification was made to the plan in August which also added blue (a blend of green and yellow) which delayed the start of school to August 31. The focus has been to increase the capacity and proficiency of providing remote learning and to integrate technology into learning no matter what phase. Superintendent Boland stated training has occurred with teachers and different areas and trigger points have been identified. The Board would need to take action based upon the metrics from EIPH. Superintendent Boland stated students, staff, and visitors will be expected to wear masks when social distancing cannot be maintained. He also noted accommodations are being made with vulnerable staff for online instruction, these issues are being addressed on a one-on-one basis. Superintendent Boland stated students on buses will be required to wear masks and activities are on-going for the time being. He also stated a plan for each building is being customized. The individual building plans will be posted online for parents' reference. Protocol information is also available including communication to all parents. Superintendent Boland noted some staff have tested positive for COVID and are currently in quarantine. The absence of a large number of staff may require the closure of a school(s). Superintendent Boland stated federal money is available to help with Personal Protective Equipment (PPE) including masks and hand sanitizer. He indicated the schools will do all they can to comply with the Centers for Disease Control and Prevention (CDC) guidelines as there could be a challenge to keep schools open. He reiterated Mayor Casper's comments to step up to minimize the spread of COVID. Mayor Casper indicated several businesses have reached out to help and support with masks and hand sanitizers. Per Councilor Hally, Superintendent Boland stated PSAT and SAT tests are currently scheduled for this fall, although these tests are subject to change. Per Councilor Freeman, Superintendent Boland stated parents are encouraged to take temperatures of their children prior to sending them to school as taking temperatures at the schools could be difficult based on the number of students. He emphasized the importance of keeping ill children isolated until a parent can pick that child up. He also stated the district has several nurses who each have a 'home' school with on-call to other schools. Per Council President Dingman, Superintendent Boland stated the current school board does not have a lot of experience. He also stated parents were surveyed in July, 3% of these parents indicated they would not send students to school until a vaccine was available. He noted there were approximately 1000 students (10% of total students) registered for online instruction when registration closed. Council President Dingman questioned if a parent withholding a child from in-person attendance would violate the attendance policy. Superintendent Boland stated the attendance policy is classified as verified and unverified. Idaho Code has compulsory attendance with a homeschool statute. This would

## August 24, 2020 Work Session - Unapproved

need to be reviewed on an individual basis. Mayor Casper noted Idaho Falls Fiber is attempting to help with the broadband capacity.

### Boy Scouts of America (BSA) Grand Teton Council (GTC) Building Lease Agreement Request:

Mayor Casper stated the BSA has a building lease on 4th Street. This lease has certain terms that requires City approval prior to a building use change. Director Alexander stated she received a request from Community Youth in Action (CYA) for a facility-use partnership with the GTC. The City has a 25-year agreement with the GTC as the facility was built on City-owned land. The terms of the agreement state the GTC would sponsor Boy Scout type/youth-related activities. This specific proposal received was to use the building for youth-related activities (not Boy Scout-related activities) including basic renovations (paint, carpet). Director Alexander noted approval had been given for two (2) previous requests. Brief discussion followed regarding approval of the 'City' versus approval of the 'City Council'. Mr. Fife believes the Council has allowed day-to-day management of buildings through the Mayor's Office and staff. Mayor Casper questioned Council being contacted for each potential use of a building request. Councilor Hally prefers to delegate this to staff. Per Councilor Francis, Director Alexander believes the building is currently being used by the BSA for storage. Councilor Francis believes, per the agreement, the BSA are not occupying the building and therefore the lease is default. Director Alexander believes, per previous dialogue, the BSA is in compliance of the agreement due to the building being utilized although the majority of the BSA programming is in a different location. Per Councilor Hally, Director Alexander stated the BSA could not lease the building for any dollar amount. Mayor Casper believes if there is a no-cost use of the building and a request is to benefit youth in the community this is sufficient grounds to satisfy the Council of the direction of the lease. She believes staff could manage any future requests received for the building that falls within these sideboards. Mr. Fife believed at the time of the contract this building was the headquarters for the BSA. He noted the lease was extended although the majority of BSA programs are not currently being run out of this building. He believes the vague/broad language in the lease is unclear although he does not believe there is a breach of the lease with the proposed request. Councilor Hally believes the issue was the City-owned land and the lack of flexibility with the land as the building was centrally located on the land. Councilor Francis stated he is comfortable with the proposed use, although he is not comfortable giving up the Council decision as he believes Council has the ultimate responsibility. Councilor Freeman concurs as he would also like to keep control of the oversight of the building for future use. Council President Dingman stated, as the CYA sector representative, CYA is currently meeting in the Senior Citizen Center. However, it has become difficult for CYA to operate in this building due to the comprising health of the members. Council President Dingman prefers to keep Council involved for any requests. Mayor Casper noted CYA is proposing physical modifications, she believes any structural changes to a City asset should not be performed without approval of City staff. She also believes Council should approve who's in the building, staff should approve the use of building. Per Councilor Hally, Mr. Fife believes the contractual relationship controls what happens to the building. He does not believe the City owns the building due to the current lease. Mayor Casper stated this item will be included on the August 27 Council Meeting agenda.

### Chief's Update on Community Proposal:

Mayor Casper stated an Op Ed from Chief Johnson was included in the August 23 Post Register regarding police reform. She noted there are several entities that also have ideas and concerns regarding the police. Chief Johnson stated follow-up ideas/proposals from the police reform discussion will be available in the near future. He briefly reviewed other community/entity committees meetings. He also briefly reviewed data points for arrests. Per Councilor Hally, Chief Johnson stated Citizens for Accountability Advocacy and Public Safety (CAAPS) committee had formed from the Idaho Falls Progressives, he is unsure of any bylaws. He indicated CAAPS had initially submitted two (2) proposals which did not end up in the final proposal. Mayor Casper stated this conversation is ongoing as the City/IFPD is hoping to set an example. She noted the vast majority of cities are trying to improve.

### General Discussion of Law Enforcement Complex (LEC) Design and Financing:

Mayor Casper stated City staff has reviewed and has reduced the preliminary amount of the LEC to under \$30M. Director Fredericksen stated the initial estimate on July 27 was \$41,179,294; the revised estimate on July 31 was \$31,749,832; the current estimate is \$29,867,676. This includes a reduction in the number of buildings plus some adds to offsite improvement requirements (intersections). Per Councilor Hally, Director Fredericksen stated this

## August 24, 2020 Work Session - Unapproved

includes a 10% design contingency (\$2.8M) plus a 5% construction contingency (\$1.2M) for change orders. He noted there is an additional 5% contingency (\$1.2M) included for inflation of construction materials. Mayor Casper noted this is renewal development in this particular area and development costs were higher than a typical flat piece of ground. She also noted the decision was made to use the expertise of City staff versus an outside manager which is also a cost savings. Chief Johnson stated the initial \$41M was the needs assessment, the needs were pared down. He believes this facility is a huge improvement from the current situation and will serve the community. He also stated this revised plan includes a staged proposal. Chief Johnson described the building plans stating the LEC will include two (2) buildings (the third building, the training building, was eliminated), office sizes have been reduced from a standard size, the dedicated community space has been eliminated (although training space will be dual-purposed), training space was reduced by approximately 50%, evidence space was reduced (additional space may need to be added in approximately ten (10) years, the wall in this room can be expanded out to add additional space), patrol and detective spaces were reduced, and the vehicle storage area was reduced. Per Mayor Casper, Captain Galbreath believes the challenge of a two-story building (the 'tiered' perception of the administration) has been eliminated with the design of the building. Per Councilor Radford, Chief Johnson stated the original needs assessment (\$20-\$25M) in 2007 included an inflation index cost. The additional costs (approximately \$7M) are due to the length of time that has passed since the original assessment, the unique site, and road improvements. He reiterated he believes the LEC will fit the needs of the community. He reviewed the layout of the building and two (2) views from Northgate Mile. Per Councilor Radford, Chief Johnson stated this is the site plan that will be presented to the public. Director Fredericksen and Assistant Director Canfield concurred with the cost estimates and both believe this facility will cover the needs. Council President Dingman believes staff has reduced the plan as requested by Council. She does not believe it's feasible to make this building any smaller as the LEC is being built for a purpose.

Mayor Casper briefly reviewed funding options including General Obligation (GO) Bond (with 2/3 of voter approval) and Certification of Participation (COP). Councilor Hally believes it would be difficult to go to a COP in the event a bond fails unless specific wording is included on a bond. Council President Dingman believes a COP is in the best interest for the financing option. Councilor Smede believes this is an important project. She also believes there would be additional costs to the taxpayers to wait for bonding. She agrees with a COP to start on the project sooner to ensure the best possible prices. Councilor Francis agrees the costs could increase if there is waiting for a bond. He believes a COP expedites the decision to be responsible with money. He also believes it's time to move forward. Councilor Radford believes approximately \$1.3M each year from the General Fund will be a difficult ask for the next 30 years which will limit choices; this will magnify the Full Time Employee (FTE) issues; and this will have an impact on Fire, Police, and Parks and Recreation (P&R) Departments. He also believes the COP has only been used one (1) other time in the State and this option may likely get taken away by the legislators. Councilor Freeman, referencing a bond, questioned the value of one (1) vote that could cancel two (2) votes. He believes there is a reason to move quickly versus the delay of cost. He is in favor of a COP. Councilor Hally stated taxpayers dollars for redevelopment projects have been frozen for later growth. He believes the growth in this area may fund the City down the road.

Mr. Anderson confirmed the GO Bond and COP amounts are close to the current market numbers. He stated this would not be the second COP in the State. COPs have also been referred to as a Lease Revenue Bond and a number of projects in the State have been funded by these structures. Mr. Anderson noted a Supreme Court case in 2015 clarified the statutes surrounding the structures. Mr. Miller concurred with Mr. Anderson's comments. He stated several projects have been completed with this method. He also stated this has been a common feature of financing in most other states for some time. He indicated this is an interpretation of the constitution which he believes the legislators would not change. Mr. Miller also believes COPs makes sense. Per Director Alexander, Mr. Anderson stated there would not be any new tax revenue to make any payments with a GO Bond until March 2022. A COP can get to market sooner. Mr. Anderson noted interest rates are at an historical all-time low. A fiscal payment could occur in Fiscal Year 2021 which would make the payment schedule smoother. An interest payment in September would amount to \$833,815, although the payment is more likely to happen in January or February 2021. The full interest and principal payments would then be required each year. Per Director Alexander, Mr. Anderson stated COPs are sold to the same market, therefore this has been structured on a 10-year call restriction meaning there would be no option of prepayment. He noted ten (10) years is the norm in the market. There is more cost for more flexibility. He also indicated he would work with staff for reasonable assumptions to prepay. Discussion followed regarding the

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number of years of payments and the first payment allocation. Mayor Casper noted this amount would need to be allocated each year. Per Councilor Hally, Mr. Anderson stated there is an overall higher interest rate the longer the term is. Issuance costs are included in the payment. Total payments (interest and principal) on a 30-year term would be \$47,263,615. Councilor Radford would not recommend making an interest payment in September, he would prefer the growth to occur in the taxable value. Mr. Anderson stated a delay of payment would increase the interest in 2022 which would offset the amount of principal in 2022. This would also increase the amount of payments. Per Councilor Radford, Mr. Hagedorn stated the level of reserves would be dependent on which fund. Per Mr. Roos, Mr. Anderson stated the rating of the GO Bond and COP is dependent on the annual appropriation provision. He also stated the rating agency is looking at the financials and the tax base followed by an evaluation of the affordability of the COP and the project as well as General Funds and funds that are not legally tied to other purposes. Seeing there was consensus to proceed with a COP, Mr. Anderson briefly reviewed the schedule/process moving forward including a Request for Proposal (RFP) for an underwriter. He recommended the RFP for the full 30 years but this could be adjusted/backed down if needed. The terms would not have to be decided at this time. Per Councilor Francis, Chief Johnson stated the first payment for the initial scope was from the current year IFPD operating budget and is not part of the \$1M nor part of the COP. Director Fredericksen stated the \$30M includes the design costs and total project costs. He anticipates 12 months to design and 12 months to build. Mayor Casper believes the LEC will have a large impact on the way the community is served by the IFPD. Chief Johnson stated, on behalf of the IFPD, they are humbled and grateful for the overwhelming support for this project.

There being no further business, the meeting adjourned at 6:07 p.m.

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Kathy Hampton, City Clerk

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Rebecca L. Noah Casper, Mayor

## August 27, 2020 City Council Meeting - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, August 27, 2020, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

### **Call to Order:**

There were present:

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

Also present:

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

### **Pledge of Allegiance:**

Mayor Casper requested Nikala Liebe, a senior at Skyline High School and a member of the Community Youth in Action (CYA) group, to lead those present in the Pledge of Allegiance.

### **Presentation:**

Mayor Casper stated the Local Highway Technical Assistance Council (LHTAC) is one (1) of the few entities in the State that help maintain Idaho's transportation (road) system. She also stated three (3) City employees have completed the training program from LHTAC. Public Works Director Chris Fredericksen recognized these employees in the Street Division – Buck Nelson, Travis Steele, and Jason Mooney. He stated these employees have completed the Road Scholar Program through the LHTAC Training and Technical Assistance Center (T2 Center) which includes 40 hours of instruction in 11 different classes. These classes must be passed within a four-year timeframe. Director Fredericksen stated Mr. Nelson has been a City employee since 2001 and was promoted to street foreman in May 2020. Director Fredericksen recognized Mr. Nelson as an excellent employee. He then presented Road Scholar items to Mr. Nelson. He noted Mr. Steele and Mr. Mooney were unable to attend the Council Meeting. Director Fredericksen stated these are the first three (3) employees within the Street Division to achieve this certificate. He also recognized Street Superintendent Brian Cardon for encouraging his employees to seek this extra education.

### **Public Comment:**

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

### **Coronavirus (COVID-19) Update (as needed):**

Mayor Casper stated there have been 342 new diagnosed cases in the State, 40 of which were in Bonneville County. The Eastern Idaho Public Health (EIPH) Board met on August 27 and heard reports from the various hospitals who indicated the active cases are trending slightly downward. The EIPH Board also reviewed the overall infection rate, which is also trending downward. Therefore, the EIPH Board believes the current orders are having a positive impact. They are committed to the plan. This plan is located on the EIPH website. Mayor Casper briefly explained the phases, Bonneville County is in the yellow phase (Moderate Risk level). She noted other counties have had, or

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may have, their orders lifted in the near future. She is hopeful to keep kids in school with hand washing, mask wearing, and social distancing.

**Consent Agenda:**

Idaho Falls Power requested approval of the Resolution Appointing Idaho Falls' Idaho Consumer Owned Utilities Association (ICUA) Member Representatives.

**RESOLUTION NO. 2020-22**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, APPOINTING CITY REPRESENTATIVES TO THE IDAHO CONSUMER-OWNED UTILITIES ASSOCIATION ("ICUA"); AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

Public Works requested approval of the Professional Services Agreement with Precision Engineering, LLC for the design of W 17th Street and Rollandet Avenue Intersection Improvements.

Municipal Services requested approval of Bid IF-20-O, Purchase AT40-G Bucket Truck for Idaho Falls Power; Bid IF-20-P, Purchase Hydraulic Derrick for Idaho Falls Power; Bid IF-20-Q Bituminous Plant Mix (Hot Asphalt) for Public Works; minutes from the August 10, 2020 City Council Work Session and Executive Session; August 13, 2020 City Council Meeting; and August 20, 2020 City Council Meeting; and, license applications, all carrying the required approvals.

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

**Regular Agenda:**

**Municipal Services**

**Subject: Adoption of 2020/21 Fiscal Year Budget Ordinance**

The public hearing for the 2020/21 fiscal year budget took place on Thursday, August 20, 2020 pursuant to Idaho Code §50-1002.

Mayor Casper stated hundreds of hours have gone into the preparation of the budget. Councilor Smede concurred with the numerous hours on the budget. She believes this was the most fulfilling year as a Councilmember being part of the budget. She also believes Idaho Falls is the most complex City in the State without its own police station. She stated the budget was complex and difficult although she feels good about it. Councilor Hally stated he remembers the need for a police station approximately 17 years ago. He does not believe the police perform the job in the manner they would like. He stated the cost of police departments was looked at over the years and the cost has risen due to inflation and technology improvements. He believed the timing of a police station would occur following the closure of a redevelopment district, which generates a lot of funding into new construction. Councilor Hally also stated COVID limited the revenues in a lot of areas, specifically recreation. He noted, prior to COVID, no (General Fund) money had been allocated to the airport due to other funding sources. He also concurred with the number of hours on the budget and the sacrifices made noting some items were let go for several years although these items will cost more later on. He also believes it's important to maintain stability. Council President Dingman reiterated her support for the budget ordinance including improvements at the Aquatic Center, investing in the future with a new Law Enforcement Complex (LEC), and investing operationally in the airport. She believes the budget prioritizes public safety, economic development, and recreation. She concurred with the added expense when items are delayed although there are far more needs than what could be funded. She believes the budget is

**August 27, 2020 City Council Meeting - Unapproved**

very operational. Council President Dingman noted the City also opted into the governor's tax relief program, which allowed no forgone or any of the 3% levy. She stated she is proud of the budget. She expressed her appreciation to the staff and Councilors for the amount of work that goes into the budget process. Councilor Francis concurred with the previous comments. He noted the dehydration system, as part of the ventilation system, is an investment into the future for the Aquatic Center. Councilor Radford stated he will be voting no on the budget for the first time since he has served on the Council as he cannot fathom not asking the voters to go into debt for the LEC. He does not believe this is how the Idaho constitution nor the country has done this as he believes this takes away freedom that the voters should decide. Councilor Radford agrees the police deserve new space although the process should take place as other City buildings. He believes participation for citizenry should be increased. Councilor Radford also stated he cannot vote for this budget without giving the employees a Cost of Living Adjustment (COLA) when the insurance costs were increased. He believes this was a record setting year for the budget. He also believes there needs to be controlled spending as there was not enough money in the General Fund during the previous year. He noted the cost of running a City becomes difficult with the employee costs as the wages cannot stay whole. He does not believe this is the wisest decision. There were no comments by Councilor Freeman. Mayor Casper noted there has been no commitment of a financing plan at this time for the LEC; the employee insurance costs varies and not all employees saw an increase; and this was not the highest revenue setting year as there was more money in the previous year and there was still difficulty funding items. Councilor Francis believes the needs of the community drove the Council to this budget. He stated a direction and a capacity number (in the contingency fund) for the LEC has been discussed although debt has not been incurred and is not part of this budget.

It was moved by Councilor Smede, seconded by Council President Dingman, to adopt the 2020/21 fiscal year budget in the amount of \$282,544,816 and approve the appropriations ordinance, appropriating the monies to and among the various funds, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilors Francis, Dingman, Freeman, Hally, Smede. Nay – Councilor Radford. Motion carried.

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

**ORDINANCE NO. 3328**

THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, FOR THE PERIOD COMMENCING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, APPROPRIATING AND APPORTIONING THE MONIES OF SAID CITY TO AND AMONG THE SEVERAL FUNDS OF SAID CITY AND DESIGNATING THE PURPOSE FOR WHICH SAID MONIES MAY BE EXPENDED; SPECIFYING THE AMOUNT OF MONEY PAID BY PROPERTY TAX TO BE APPROPRIATED TO SAID FUNDS; AND PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE.

**Subject: Public Hearing and Resolution to reserve Forgone for Fiscal Year 2020/21**

Idaho Code §63-80(1) requires that the City Council adopt a resolution reserving any unused taxing authority that it may desire to use in subsequent years. The Notice of Public Hearing for the 2020/21 forgone resolution was published on Sunday, August 16, 2020 and Sunday, August 23, 2020.

Mayor Casper stated cities have the authority to levy additional tax each year in the amount of up to 3% which was levied from the previous year. This 3% helps pay for any increases, inflation, and rising costs. However, the City believed the governor's Property Tax Relief Program was beneficial. The program was funded with Coronavirus Aid, Relief, and Economic Security Act (CARES) money and reimburses the City for some of the public safety expenses. In order to participate in the program, the City agreed not to levy the 3% nor take previous years forgone. Therefore, the City is in the position of approving forgone for the future.

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

**August 27, 2020 City Council Meeting - Unapproved**

Municipal Services Director Pamela Alexander stated legislative changes to forgone require each City conduct a public hearing prior to reserving funds for subsequent future years. Director Alexander presented the following:

Forgone –

- Pursuant to Idaho Code §63-802 (1)(a), (1)(f).
- Requires City Council to adopt an annual resolution to reserve additional forgone amount in order to utilize that amount in subsequent years.
- Public hearing to provide notification of the City’s intent to reserve the allowable forgone amount for fiscal year 2020/21 for potential use in subsequent years in the amount of \$1,123,463.

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

Councilor Francis believes forgone may be a source of funding for building the LEC. He noted the governor’s plan is a temporary relief although this money may need to be used in the future. Councilor Freeman stated he is in favor of the forgone as he believes it may need to be available for future Councils. Council Radford stated he is disappointed in the concept of forgone as he believes the 3% is mainly eaten up by inflation. He also believes forgone is tough and unpredictable for businesses, tough for taxpayers, and odd for cities. He understands setting forgone aside although he disagrees with forgone as a principle. He noted there is currently \$5M in forgone that could be used.

It was moved by Councilor Smede, seconded by Council President Dingman, to reserve the 2020/21 forgone amount and approve the corresponding resolution and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilors Smede, Hally, Dingman, Freeman, Francis. Nay – Councilor Radford. Motion carried.

**RESOLUTION NO. 2020-23**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, RESERVING THE FORGONE AMOUNT FOR FISCAL YEAR 2020 FOR POTENTIAL USE IN SUBSEQUENT YEARS AS DESCRIBED IN IDAHO CODE §63-802, ET AL, AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

**Subject: Approval of Grand Teton Council Sublease to Community Youth in Action**

The Grand Teton Council is currently under a 25-year building lease with the City for the property located at 574 4<sup>th</sup> Street. Section 5 of the lease agreement permits the Grand Teton Council to sublease the property with the prior consent of the City. Community Youth in Action is a 501(c)(3) non-profit organization that is interested in a sublease for building space beginning November 1, 2020.

Councilor Smede stated this item was discussed at the August 24 Work Session. She reviewed sections of the lease agreement. She stated the CYA has been meeting at the Senior Citizens Center which may not be the safest place for individuals who may be more at risk of COVID. She expressed her appreciation for the positivity of the CYA.

It was moved by Councilor Smede, seconded by Councilor Dingman, to approve the sublease of building space proposed by the Grand Teton Council to the Community Youth in Action located at 574 4<sup>th</sup> Street. Roll call as follows: Aye – Councilors Hally, Francis, Radford, Dingman, Smede, Freeman. Nay – none. Motion carried.

**Legal**

**Subject: City Bus Stop Bench Program Corrected Ordinance**

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On July 30, 2020, the City Council approved Ordinance No. 3321, which rescinded the portions of the City Code that contained the City's bus stop bench program. When staff attempted to change the City Code, staff discovered that Ordinance No. 3321's amendments contained a numbering error. The attached ordinance contains the correct numbering reflected by the City Code. Staff continues to recommend rescission of the program because current locations of bus stop benches do not comply with the Code; currently suspended bus routes are being re-evaluated as part of a reorganization of Targhee Regional Public Transportation Authority (TRPTA); and there are concerns regarding regulation of advertising on City right-of-way.

Councilor Hally briefly reviewed issues with the benches.

It was moved by Councilor Hally, seconded by Council President Dingman, to approve the Ordinance rescinding the bus stop bench program to the City Code under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilors Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

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

**ORDINANCE NO. 3329**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, RESCINDING TITLE 8, CHAPTER 8 TO DISCONTINUE THE CITY BUS BENCH PROGRAM; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

**Parks and Recreation**

**Subject: Proposals for Splash Pad**

On July 22, 2020, the City published RFP-20-074 - Construction of Splash Pad to seek proposals to construct a splash pad at Reinhart Park. The City closed the Request for Proposals (RFP) on August 12, 2020, and reviewed the proposals submitted. After reviewing, staff determined to reject all submissions and intends to review its needs and issue a new Request for Proposals.

Councilor Francis stated there were several issues with the RFP. Councilor Radford apologized to Parks and Recreation Director PJ Holm and the Council for previous comments he made. He expressed his appreciation for Director Holm for his efforts. He believes this project should be done right. Councilor Francis stated this project will begin in spring of 2021.

It was moved by Councilor Francis, seconded by Councilor Smede, to reject all proposals. Roll call as follows: Aye – Councilors Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

**Idaho Falls Police Department**

**Subject: Body Worn Camera Purchase/Grant**

In 2019, the Idaho Falls Police Department (IFPD) was awarded a three-year, \$135,000 Bureau of Justice Assistance (BJA) grant for the purchase of body worn cameras (BWC) and associated equipment. The grant requires a 50% match from the City. Last year the IFPD spent \$45,000 from the grant and \$45,000 of City funds for BWC equipment. This year the IFPD is again spending \$45,000 from the grant and \$45,000 of City funds for BWC equipment. The purchase this year will equip each officer who responds to calls for service with two BWCs, and each officer who does not regularly respond to calls for service with one BWC. Due to the limited battery life of the BWC, each officer will be equipped with two BWCs so that officers always have a charged BWC and can activate it.

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Councilor Francis recognizes body cameras may not have been provided nationally, IFPD is in the forefront. He expressed his appreciation to Police Chief Bryce Johnson.

It was moved by Councilor Francis, seconded by Councilor Freeman, to approve the purchase of body worn cameras and associated equipment. Roll call as follows: Aye – Councilors Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

**Community Development Services**

**Subject: Termination and Release of Past Development Agreement for Diamond Park Addition Subdivision and approval of a new Development Agreement for Teton Mesa Development**

The Development Agreement for Diamond Park Division 1 was approved in 2006. Development of the project never occurred. The Housing Company is now proposing development of a new project, Teton Mesa, on the property. Their financial lender is requiring termination of the old development agreement prior to closing in early September. For consideration is the Termination and Release of the old agreement and a new Development Agreement for Teton Mesa Development.

Councilor Francis stated a new developer wishes to submit a new subdivision plan. In order to submit the new plan the Council must terminate the old subdivision plan. Councilor Francis noted the developer is committed to meet the standards of the corrected improvement plan. He also noted the previous developer had started the infrastructure work.

It was moved by Councilor Francis, seconded by Councilor Radford, to approve the Termination and Release Agreement for Lot 1 Block 1 Diamond Park Addition Subdivision, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilors Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

It was moved by Councilor Francis, seconded by Councilor Radford, to approve the new Development Agreement for Teton Mesa Division No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilors Dingman, Radford, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

**Subject: Request for Reconsideration of the Rezone from LM to LC and Reasoned Statement of Relevant Criteria and Standards for Sayer Business Park Division 1**

For consideration is the application for reconsideration of the final decision for the rezone for Sayer Business Park Division 1 from LM to LC. The City Council considered this item at its July 30, 2020, meeting and denied the rezone request from LM to LC. It is recommended that the City Council first determine if they want to reconsider their earlier decision. If a motion for reconsideration is approved, then it would be recommended for the public hearing regarding the rezone be reopened to allow for the applicant's testimony. The City Council could then determine to affirm, reverse or modify its July 30, 2020 decision.

Mayor Casper stated Brandon Lee presented an item at the July 30 Council Meeting. She noted due to the lengthy discussion of items being read into the record, the online testimony, and in-person testimony, Mr. Lee was not given an opportunity to rebut the statements. She then requested Mr. Lee present the necessity of a rebuttal. Mr. Lee believes several of the Councilmembers were on the fence with their decision, he was preparing additional comments/information per the public comments, and per State Statute he should have been given the opportunity for rebuttal.

Following brief comments, it was moved by Councilor Francis, seconded by Councilor Radford, to reopen the hearing regarding the rezoning of the Sayer Business Park Division 1 in order to allow the applicant rebuttal

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statements to be admitted into the record. Roll call as follows: Aye – Councilors Radford, Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

**Subject: Public Hearing – Rezone from LM to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lot 3, Block 2, Sayer Business Park Division 1**

This item is placed on the City Council's agenda as part of a request for reconsideration of the City Council's July 30, 2020 decision to deny the rezone. If a motion for reconsideration is approved, then it would be recommended to reopen the public hearing regarding the rezone to allow for the applicant's testimony. Attached is the application for Rezoning from LM to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, for Lot 3, Block 2, Sayer Business Park Division 1. The Planning and Zoning Commission considered this item at its June 2, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation. On July 30, 2020 City Council denied the rezone request from LM to LC.

Following brief discussion by the Councilmembers and Mr. Fife, Mayor Casper reopened the public hearing and ordered any new testimony be entered into the record.

Brandon Lee, Idaho Falls, appeared. Mr. Lee expressed his appreciation to the Council for considering the additional information. He addressed the letters of opposition: 1) the concern of increase in crime – Mr. Lee stated this is not true and the data will show the opposite. He indicated a cap score will provide a level of criminal activity around the site. Those scores would decrease as more eyes are in and around the area. If crimes are currently happening, it's because there are not enough eyes to act as that deterrent to the criminal behavior. 2) concern of traffic generation – Mr. Lee concurred any use would increase traffic, the suggested use would have no more of an incremental increase in traffic than any other allowed use in the current zone or in the proposed zone. The data would show that incremental traffic generation from commercial uses are higher than high-density residential uses. Mr. Lee believes City staff could provide multiple studies of this fact. 3) concern of misinformation – Mr. Lee stated the intended use, although not part of the hearing, was for low-income housing, which is not true. He indicated he would show any renderings, site plan, landscaping plan, and amenities if contacted. 4) Mr. Lee stated Idaho Statute requires a notification area of 300 feet for a reason as this distance can be used to show someone has been or may be materially impacted by a change in the property zone. He also stated he requested every address and hand delivered, or mailed, an introduction letter to every person. He indicated every person he spoke with initially expressed concern, but he gained the support by those who truly might be impacted. Mr. Lee presented a map, pointing out the parcels that were in favor of the rezone and those parcels that were not in favor of the rezone. He reiterated he reached out to all those individuals within the 300-foot radius to address their concerns. Mr. Lee stated one (1) of the concerns raised by staff was there are some uses within the LM zone that are not typically found to be a good neighbor to residential. However, following his review of the zoning code and the current uses, all current operating businesses in the surrounding area would fall under the LM zone and the LC zone. Under each zoning designation, the allowed uses under the LM zone may fit less with the surrounding uses than what the LC zone allows. Mr. Lee reviewed the uses in this area, noting this is a mixed-use zone. He requested due credit be given to the recommendation and professional judgement from staff and P&Z. He reiterated, from staff report, that the LC zone is consistent with policies of the Comprehensive Plan (Comp Plan). This property has been rezoned numerous times since 1979 and has yet to be developed. The Comp Plan provides for higher-density housing to be located closer to service areas and those streets designed to move traffic. If this property were to build for residential purposes, it would be near basic services, employment centers, public facilities, and the adjacent storm ponds would buffer a larger portion of the property from the adjacent commercial uses. Mr. Lee stated the development of Costco is changing the development patterns for this area which is creating more requests for general, commercial and residential development and the LC designation would meet this demand. He indicated staff showed this area as commercial and the requested LC zone is consistent with the commercial designation. He also indicated staff stated uses in traffic generation from LM to LC should be similar and should not require street widening. The transportation network addresses access to multiple arterials. The LC zone would also allow residential development and would not overwhelm the street network. Mr. Lee stated staff also indicated the LC zone will not have an impact on the infrastructure in the area. Referencing nuisances/health and safety hazards, Mr. Lee stated staff is aware of specific nuisances for the rezone if developed commercially although if developed residentially

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there could be the possibility of nuisances from existing adjacent heavy-commercial uses. He indicated these issues would be addressed with the tenants. Referencing changes on land uses on adjoining parcels or in the neighborhood, staff stated approximately 41 acres in the adjacent area was recently annexed and zoned LC. An additional 20 acres has also been requested for annexation and LC zoning. Mr. Lee read excerpts from the P&Z public hearing minutes. He noted the adjoining neighbors were zoned LC until a zoning change was made in 2018. Upon further deliberation, Mr. Lee hopes to see his request fall within and support the overall goals of the Comp Plan. Per Councilor Smede, Mr. Lee stated the map was not part of the original hearing. He indicated the information is the same, the map is in a more concise format. Per Mayor Casper, Mr. Fife believes the map should be allowed. Councilor Francis questioned if the storm drainage land is part of a pathway into this development. Community Development Services Director Brad Cramer stated that decision would be up to the City as part of the canal although there is an opportunity to connect. He also stated it would be common to have a path around the storm drainage area.

Mayor Casper closed the public hearing.

Councilor Francis stated this has been a vacant lot for some time although he realizes the vote can only be based on the rezone, not on the use of the land. He does not believe this is walkable as there is no bridge across the canal to connect at this time. Councilor Francis believes it's important that the applicant contacted all those within 300'; the reduction of crime makes logical sense; this is not spot rezoning; and this zoning has changed several times. He also believes there is little existing infrastructure that would be used daily by residents; this area is not directly connected to the southern neighborhood; the effect on people should be considered with a change of zoning; and traffic demands could be a concern. Councilor Freeman stated he did not have issues regarding the low-income housing concern and the crime concern, however, the zoning complex between residential and manufacturing is an issue. He believes conflicts will occur with residential in the middle of manufacturing. Councilor Radford stated property owners have rights under the Comp Plan, he can see how a property owner could be confused in this transition zone. He also stated P&Z works hard, any overturn by the Council should have a confident/important reason. Council President Dingman stated crime was not an issue, she believes traffic generation will increase, and this particular use has no bearing. She stated the City posts a document, Rezoning Your Property, which is meant to advise individuals interested in a rezone. She read several lines from this document. She also believes this would be an island of residential in industrial uses. She disagrees that residential is close as it does not connect and is not walkable. She does not believe the rezone would be in the best interest considering all uses that fall within the zone, and that housing does not make sense in this zone. Councilor Francis reiterated the difference of LM and LC is the option for housing.

It was then moved by Councilor Francis, seconded by Councilor Smede, to affirm the decision (denial) made on July 30 regarding this rezone. Roll call as follows: Aye – Councilors Smede, Dingman, Freeman, Francis. Nay – Councilors Hally, Radford. Motion carried. It was noted the Reasoned Statement of Relevant Criteria and Standards will continue from July 30.

### **Subject: Public Hearing – Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Fenway Park Amendment**

For consideration is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for Fenway Park Amendment. The Planning and Zoning Commission considered this item at its August 4, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record. She requested a presentation from Steve Heath, the applicant.

Mr. Heath, representing the owner, appeared. He presented the following:

Slide B1 – Property under consideration in current zoning

Mr. Heath stated a PUD overlay was applied in 2004 and the original PUD had four (4) parts. Part of the property was not under the same ownership when it was developed.

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Slide B2 – Aerial photo of property under consideration

Slide B5 – Approved PUD

Mr. Heath stated the area includes 25 condominiums with four (4) units in each building. The Home Owners' Association (HOA) oversees the property and has received several complaints from owners and tenants that on-site parking is not sufficient. There are two (2) stalls per dwelling unit which was in compliance with City Code although there is no room for guest parking.

Slide B4 – Proposed amendments

Mr. Heath stated there is a proposal to add parking areas spread throughout the site. The PUD is barely in compliance of the standards of 20% landscaping. The proposal is to remove 1½% of the 20% landscaping which would allow one (1) parking stall per building for tenants and guests. Mr. Heath stated they have met with staff and the property owners on several occasions to discuss options. Options include 1) a French drain would be put in the existing storm pond on the northern area, this would make the landscaped space useable for the tenants. 2) a playground would be installed in the upper area, and 3) a picnic area would be added in the green space. Mr. Heath stated they would go through the standard site plan process to ensure compliance with City standards and to make sure everything is built correctly. He believe these changes would be a great addition to the property, would allow more parking, and would make the existing landscape more usable for the property owners and guests.

Mayor Casper requested staff presentation.

Director Cramer stated this is an older PUD which was approved under previous standards and might be different than today. He also stated minor changes and major changes for PUD were added to the code several years ago. Several of these changes could be addressed by staff, however, major changes, including the reduction of green space, would need to be approved by Council. Director Cramer stated PUDs provide some flexibility in exchange for a different amenity or higher quality of development. In this case, staff was comfortable with this PUD request because of the addition of the three (3) amenities and because the center green space was not usable. Director Cramer stated staff believed the proposed amenities were justified and therefore, staff would recommend approval.

Mayor Casper requested any public testimony.

Chandler Daw, property manager of the majority of the buildings in this development as well as manager of the HOA, provided testimony via WebEx. Mr. Daw stated he has been part of this project for approximately 15 years. He reiterated the main issue is the lack of parking for guests. He indicated they have tried to make adjustments over the course of several years to accommodate visitor parking including parking to the east, renting spaces, and parking to the west in the Recreational Vehicle (RV) storage. Nothing has worked well. The HOA hired Harper Leavitt Engineering to look at options. Mr. Daw believes these changes would be a benefit to the tenants.

Per Councilor Francis, Director Cramer stated a French drain would be done to the standards of public works. Mr. Heath stated a French drain is basically underground storage for the volume of water. He is hopeful the water will percolate away from the site with the layers of gravel.

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

Councilor Francis believes the additional parking will benefit the neighborhood and there will be better use of the open space for the residents.

It was moved by Councilor Francis, seconded by Councilor Radford, to approve the Planned Unit Development for Fenway Park Amendment as presented. Roll call as follows: Aye – Councilors Dingman, Smede, Francis, Freeman, Hally, Radford. Nay – none. Motion carried.

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

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**Subject: Public Hearing – Rezone from R1 to R3A, Zoning Ordinance, Reasoned Statement of Relevant Criteria and Standards, M&B: 13.3 Acres SW Corner of Section 33, Township 2N, Range 38E**

For consideration is the application for Rezone from R1to R3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: 13.3 Acres SW Corner of Section 33, Township 2N, Range 38E. The Planning and Zoning Commission considered this item at its August 4, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

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

Mayor Casper requested a presentation from Kurt Rowland, the applicant.

Mr. Rowland appeared via WebEx. He presented the following:

Slide C1 – Property under consideration in current zoning

Mr. Rowland believes R3A is a good transition from the adjacent property which is LC. He indicated this property is approximately 13.3 acres.

Mayor Casper requested staff presentation.

Director Cramer stated a rezone must be consistent with the Comp Plan and the policies, and be consistent with the surrounding area. He presented the following:

Slide C1 – Property under consideration in current zoning

Director Cramer reviewed other adjacent areas. He stated the R3A is predominantly a residential zone for higher-density, professional offices, and small-scale commercial uses.

Slide C2 – Aerial photo of property under consideration

Director Cramer stated there is a gravel pit to the north although the remainder of the site is mostly undeveloped and vacant.

Slide C3 – Additional aerial photo of property under consideration

Director Cramer noted the legal description was modified because the road has not been annexed and is not part of the property. This modification slightly reduced the acreage.

Slide C4 – Comprehensive Plan Future Land Use Map

Director Cramer stated the arterial corners were specifically planned to have a mix of uses. There have been higher-density residential plans in this area since approximately 2013. The R3A is consistent with that designation. The map is based on the principles and policies of the Comp Plan which specifically addresses the appropriate use of higher-density residential as a transition from commercial uses to lower-density residential. The R3A fits well within the particular set of policies as a transition zone.

Mayor Casper requested public testimony.

James Foster, Idaho Falls, appeared. Mr. Foster expressed his concern for the intersection as several accidents occur there on a monthly basis. He stated traffic is horrendous at certain times of the day. He also stated there is an irrigation ditch on the two (2) sides of the road. He believes the road will need to be widened if traffic increases although he questioned the irrigation if the road is widened. Mr. Foster stated the intersection will need to be addressed. He indicated he has visited with the County. He noted there are only stop signs on the east and west of 49<sup>th</sup>, the roads are open in other directions. Mr. Foster questioned the water right on the property and the possibility of the water right being sold. He indicated he could not get answers from the irrigation company. He believes all individuals in this area are concerned.

Dean Mortimer, representing Comfort Construction as the owner of the property, provided testimony via WebEx. Mr. Mortimer stated he is working on a development plan on the far-east of the property and he wants to make sure the property is transitioned between R1 to R3A. He also stated the property was annexed in 2008-2009. He believes the R3A will be a good transition of zoning. He indicated he has had discussion with Mr. Foster and he shares Mr. Foster's concerns. Mr. Mortimer stated he has pledged to work with Mr. Foster and others to ensure the irrigation

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will continue. He also shares his concerns regarding the traffic and the intersection and he will try to work with the County for sufficient stop signs or traffic lights. He believes the additional development should help as Township is widened which would help with the increased traffic.

Per Councilor Francis, Director Cramer stated the land to the east is currently undeveloped although there are development applications; annexation of roads occur during the time of development; and the development would receive City water.

Per Councilor Freeman, Director Cramer pointed out the annexed property adjacent to this property in Slide C1. Also per Councilor Freeman, Mr. Mortimer stated he is aware that the gravel pit is City owned.

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

Councilor Francis believes the rezone makes sense due to the transition and it also meets the goal of the walkable/bikeable community. He does not believe traffic should be directly related to the zoning although he believes those decisions must be made cooperatively by the City and County.

Councilor Hally believes this area is growing tremendously and has increased the traffic, however, he also believes individuals are using the adjacent neighborhoods and not using 49<sup>th</sup> South.

It was moved by Councilor Francis, seconded by Councilor Radford, to approve the Ordinance Rezoning M&B: 12.806 Acres SW Corner of Section 33, Township 2N, Range 38E under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilors Smede, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

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

**ORDINANCE NO. 3330**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 12.806 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R1 ZONE TO R3A ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Francis, seconded by Councilor Radford, to approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone of R1 to R3A of M&B: 12.806 Acres SW Corner of Section 33, Township 2N, Range 38E, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilors Hally, Francis, Radford, Dingman, Smede, Freeman. Nay – none. Motion carried.

**Announcements:**

Mayor Casper announced an awards ceremony for the Idaho National Laboratory (INL) was held August 27. She briefly reviewed the upcoming meeting schedules.

**Adjournment:**

There being no further business, the meeting adjourned at 10:03 p.m.

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Kathy Hampton, City Clerk

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Rebecca L. Noah Casper, Mayor



# MEMORANDUM

**FROM:** Duane A Nelson; Fire Chief  
**DATE:** Tuesday, September 1, 2020  
**RE:** Bingham County Ambulance Service Agreement

**Council Action Desired**

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

Approval of the Ambulance Service Agreement between the CITY and Bingham County and give authorization for the Mayor and City Clerk to sign necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**

This Service Agreement allows the Fire Department to provide proficient and cost-effective Emergency Medical Transport Services for Bingham County residents.

**Relevant PBB Results & Department Strategic Plan**

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The Ambulance Service Agreement supports community-oriented results through the collaboration of county governments to improve long-term planning coordination and the establishment of well-equipped emergency apparatus to respond to emergency situations.

**Interdepartmental Coordination**

N/A

**Fiscal Impact**

The City of Idaho Falls will receive Inter-governmental revenue through this Service Agreement to provide Ambulance Transport Services to the residents of Bingham County.

The agreement for 2020-2021 represents a 1.5% increase above last year's agreement and is for the amount of \$96,190.00.

**Legal Review**

Pursuant to the authority vested in the parties by Idaho Code Section 67-2332, legal has reviewed this agreement.

**AMBULANCE SERVICE AGREEMENT BETWEEN  
CITY OF IDAHO FALLS, IDAHO AND BINGHAM COUNTY**

THIS AMBULANCE SERVICE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND BINGHAM County, Idaho (hereinafter "Agreement") is made and entered into this 14 day of August, 2020, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "CITY") and BINGHAM COUNTY, IDAHO, a subdivision of the State of Idaho (hereinafter "BINGHAM"), effective October 1, 2020, (the "Effective Date").

WHEREAS, CITY is a municipal corporation organized under the laws of the State of Idaho; and

WHEREAS, BINGHAM County (BINGHAM) is a subdivision of the State of Idaho; and

WHEREAS, CITY owns and operates a public ambulance service as part of the City of Idaho Falls Fire and Public Safety Division; and

WHEREAS, BINGHAM has determined that, other than service provided by various cities and municipalities within BINGHAM County and other agencies within BINGHAM County, adequate ambulance services are not reasonably available to the inhabitants of BINGHAM County, and, therefore, BINGHAM wishes to contract with CITY for CITY ambulance service for a portion of the residents and inhabitants of BINGHAM by virtue of this Agreement; and

WHEREAS, this Agreement is not intended in any way to avoid, limit, or restrict any of the authority vested in CITY or BINGHAM regarding ambulance services or any other subject matter; and

WHEREAS, nothing in this Agreement is intended to or should be interpreted to be a Joint Powers Agreement otherwise allowed by the Idaho Code.

NOW THEREFORE, pursuant to the authority vested in the parties by Idaho Code Section 67-2332, the parties agree as follows:

1. Establishment of Ambulance Service. CITY agrees to operate, maintain and otherwise provide ambulance services to the residents and inhabitants of BINGHAM County, Idaho, in accordance with the terms and conditions of this Agreement. Such services shall be provided in a reasonably prudent, cost effective and efficient manner, consistent with the standards for other public ambulance services similarly situated. The Fire Chief of CITY shall administer and direct the ambulance services established hereby and shall provide periodic reports to BINGHAM upon request regarding the demand and use of ambulance services within BINGHAM County and regarding the cost of providing such services pursuant to this Agreement.

2. Limitation. Nothing herein shall alter, amend or otherwise relieve BINGHAM from any duty imposed by law to provide for or otherwise assume the expense of providing medical care or services to the indigent, prisoners or any other person for whom BINGHAM has independent duty imposed by law to provide medical care. In the event such duty exists, BINGHAM shall pay CITY the rates and charges associated with providing such services, in accordance with the Schedule of Rates and Charges established pursuant to this Agreement and attached hereto as Exhibit "A," as if fully incorporated and transcribed herein.
3. Term. The term of this Agreement shall commence *nunc pro tunc* on October 1, 2020, and shall terminate on September 30, 2021, unless otherwise extended by agreement between the parties.
4. Payment for Services. In consideration of the operation and maintenance of such ambulance services by CITY pursuant to this Agreement, BINGHAM agrees to pay CITY the sum of Ninety-Six Thousand One Hundred Ninety dollars (\$96,190.00), for services provided during the term of this Agreement. Such amount shall be paid in twelve (12) equal installments, the first installment to be due and payable on October 1, 2020, and all succeeding installments to be due and payable on the first day of each succeeding month thereafter. CITY agrees that payments received by BINGHAM pursuant to this Agreement, shall be used solely by CITY for purposes of providing ambulance services to BINGHAM.
5. Dispatching Services. All dispatching services for ambulance services provided pursuant to this Agreement shall be provided by and solely governed by the terms and conditions of a separate dispatching agreement between the parties to this Agreement and not by this Agreement.
6. Acquisition of Real and Personal Property. CITY shall purchase, provide, own, and retain ownership of all real and personal property, equipment and materials necessary for the operation of the ambulance services to be provided pursuant to this Agreement. CITY shall not access or charge any fee or cost to BINGHAM for providing such real or personal property, equipment and materials, except as expressly set forth in this Agreement.
7. Establishment of Rates and Charges. The parties agree that CITY may establish a system of rates, charges and fees to be charged to all persons who use or are otherwise provided services by and through the ambulance services in this Agreement. For the term of this Agreement, such rates and charges shall be in the amounts set forth by Idaho Falls City Council. In the event a procedure or medication is administered to a patient that is not listed in the CITY's rate chart, then such charges shall be reasonable and shall fairly approximate the CITY's cost of providing and administering the same. In such case, all revenues received from such patients shall belong to CITY, provided, however, that such revenue received by CITY shall be used by CITY solely for the purposes of providing ambulance services to BINGHAM pursuant to this Agreement.

8. Insurance. CITY shall purchase and maintain through the term of this Agreement, liability coverage including errors and omissions coverage and general and professional liability coverage, insuring City from liability for property damage, personal injury, or death arising from any act or omission during the course of providing ambulance services in conjunction with the terms of this Agreement. CITY shall obtain and maintain throughout the term of this Agreement, automobile liability coverage insuring CITY and its officers, agents or employees from liability arising from any act or omission committed during the use or operation of ambulance vehicles under the terms and conditions of this Agreement. Such automobile liability insurance coverage shall have a combined single limit of no less than one million dollars (\$1,000,000) or the amount of the monetary limits set forth in Idaho Tort Claims Act under Idaho Code § 6-926, whichever is less.
9. Nature of Relationship. Nothing herein shall be construed to be a Joint Powers Agreement, joint enterprise, joint venture, partnership, or joint undertaking between the parties. It is the sole intent of the parties that CITY shall be considered an independent contractor with respect to its delivery of ambulance services to BINGHAM pursuant to this Agreement. Neither party shall have authority or a right to bind the other to any obligation, debt, or undertaking of any kind whatsoever other than as contemplated in this Agreement.
10. Interpretation of Agreement. This Agreement has been mutually drafted and reviewed by legal counsel for both parties hereto. In the event of any ambiguity in the terms and conditions hereof, no adverse construction shall be drawn against the drafter hereof, it being the parties' intention that this Agreement be construed solely in accordance with the parties' intent as may be evidenced by any extrinsic circumstances demonstrating such intent.
11. Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial of the State of Idaho, BINGHAM County or in the United States District Court for the District of Idaho.
12. Complete Agreement. This writing evidences the complete and final agreement of the parties regarding this subject matter and no other statement, representation or understanding shall be binding, except as expressly set forth in this Agreement or in another written agreement. In particular, this Agreement is intended to supersede all previous ambulance service agreements, by and between the parties hereto.

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

ATTEST:

CITY OF IDAHO FALLS

\_\_\_\_\_  
Kathy Hampton, City Clerk

By \_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

ATTEST:

SHELLEY FIRTH FIRE DISTRICT

By Scott Searle  
Chair, Shelley Firth Fire District Commissioners

STATE OF IDAHO            )  
  ) ss.  
County of Bonneville    )

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

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

(Seal)

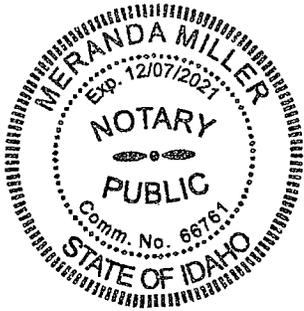
Notary Public for State of Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss:  
County of Bingham )

On this 14 day of August, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared Scott Searle, known or identified to me to be the Chair of Shelley Firth Fire District Commissioners, and whose name is subscribed to the within instrument and acknowledged to me that he/she is authorized to executed the same for and on behalf of said County.

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

(Seal)



Notary Public for State of Idaho *Meranda Miller*  
Residing at: 418 W. First Street, Shelley, ID 83294  
My Commission Expires: 12/07/2021



# MEMORANDUM

**FROM:** Duane A Nelson; Fire Chief  
**DATE:** Tuesday, September 1, 2020  
**RE:** Bonneville County Ambulance Service Agreement

### Council Action Desired

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

Approval of the Ambulance Service Agreement between the CITY and Bonneville County and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

### Description, Background Information & Purpose

This Service Agreement allows the Fire Department to continue to provide a proficient and cost-effective method of Emergency Medical Transport Services for the residents of Bonneville County.

### Relevant PBB Results & Department Strategic Plan

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The Ambulance Service Agreement supports community-oriented results through the collaboration of city and county governments to improve long-term planning coordination and the establishment of well-equipped emergency apparatus to respond to emergency situations.

### Interdepartmental Coordination

N/A

### Fiscal Impact

The City of Idaho Falls will receive Inter-governmental revenue through this Service Agreement to provide Ambulance Transport Services to the residents of the City and Bonneville County. The agreement for 2020-2021 represents a 3.0% increase above last year's agreement and is for the amount of \$2,872,872.00.

**Legal Review**

Pursuant to the authority vested to the parties by Idaho Code Section 67-2332, legal has reviewed this agreement.

**AMBULANCE SERVICE AGREEMENT BETWEEN  
CITY OF IDAHO FALLS, IDAHO AND BONNEVILLE COUNTY**

THIS AMBULANCE SERVICE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND (hereinafter "Agreement") is made and entered into this 1st day of September, 2020, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "CITY") and BONNEVILLE COUNTY, IDAHO, a subdivision of the State of Idaho (hereinafter "BONNEVILLE"), effective October 1, 2020, (the "Effective Date").

WHEREAS, CITY is a municipal corporation organized under the laws of the State of Idaho; and

WHEREAS, Bonneville County (BONNEVILLE) is a subdivision of the State of Idaho;

WHEREAS, CITY owns and operates a public ambulance service as part of the City of Idaho Falls Fire and Public Safety Division; and

WHEREAS, BONNEVILLE has determined that, other than service provided by various cities and municipalities within Bonneville County and other agencies within Bonneville County, adequate ambulance services are not reasonably available to the inhabitants of Bonneville County, and, therefore, BONNEVILLE wishes to contract with CITY for CITY ambulance service for a portion of the residents and inhabitants of BONNEVILLE by virtue of this Agreement; and

WHEREAS, this Agreement is not intended in any way to avoid, limit, or restrict any of the authority vested in CITY or BONNEVILLE regarding ambulance services or any other subject matter; and

WHEREAS, nothing in this Agreement is intended to or should be interpreted to be a Joint Powers Agreement otherwise allowed by the Idaho Code.

NOW THEREFORE, pursuant to the authority vested in the parties by Idaho Code Section 67-2332, the parties agree as follows:

1. Establishment of Ambulance Service. CITY agrees to operate, maintain and otherwise provide ambulance services to the residents and inhabitants of Bonneville County, Idaho, in accordance with the terms and conditions of this Agreement. Such services shall be provided in a reasonably prudent, cost effective and efficient manner, consistent with the standards for other public ambulance services similarly situated. The Fire Chief of CITY shall administer and direct the ambulance services established hereby and shall provide periodic reports to BONNEVILLE upon request regarding the demand and use of ambulance services within Bonneville County and regarding the cost of providing such services pursuant to this Agreement.
2. Limitation. Nothing herein shall alter, amend or otherwise relieve BONNEVILLE from any duty imposed by law to provide for or otherwise assume the expense of providing medical care

or services to the indigent, prisoners or any other person for whom BONNEVILLE has independent duty imposed by law to provide medical care. In the event such duty exists, BONNEVILLE shall pay CITY the rates and charges associated with providing such services, in accordance with the Schedule of Rates and Charges established pursuant to this Agreement and attached hereto as Exhibit "A," as if fully incorporated and transcribed herein.

3. Term. The term of this Agreement shall commence on October 1, 2020, and shall terminate on September 30, 2021, unless otherwise extended by agreement between the parties.
4. Payment for Services. In consideration of the operation and maintenance of such ambulance services by CITY pursuant to this Agreement, BONNEVILLE agrees to pay CITY the sum of Two Million Eight Hundred Seventy-Two Thousand Eight Hundred Seventy-Two Dollars (\$2,872,872) for services provided during the term of this Agreement. Such amount shall be paid in twelve (12) equal installments, the first installment to be due and payable on October 1, 2020, and all succeeding installments to be due and payable on the first day of each succeeding month thereafter. CITY agrees that payments received by BONNEVILLE pursuant to this Agreement, shall be used solely by CITY for purposes of providing ambulance services to BONNEVILLE.
5. Dispatching Services. All dispatching services for ambulance services provided pursuant to this Agreement shall be provided by and solely governed by the terms and conditions of a separate dispatching agreement between the parties to this Agreement and not by this Agreement.
6. Acquisition of Real and Personal Property. CITY shall purchase, provide, own, and retain ownership of all real and personal property, equipment and materials necessary for the operation of the ambulance services to be provided pursuant to this Agreement. CITY shall not assess or charge any fee or cost to BONNEVILLE for providing such real or personal property, equipment and materials, except as expressly set forth in this Agreement.
7. Establishment of Rates and Charges. The parties agree that CITY may establish a system of rates, charges and fees to be charged to all persons who use or are otherwise provided services by and through the ambulance services in this Agreement. For the term of this Agreement, such rates and charges shall be in the amounts set forth by Idaho Falls City Council. In the event a procedure or medication is administered to a patient that is not listed in the CITY's rate chart, then such charges shall be reasonable and shall fairly approximate the CITY's cost of providing and administering the same. In such case, all revenues received from such patients shall belong to CITY, provided, however, that such revenue received by CITY shall be used by CITY solely for the purposes of providing ambulance services to BONNEVILLE pursuant to this Agreement.
8. Insurance. CITY shall purchase and maintain through the term of this Agreement, liability coverage including errors and omissions coverage and general and professional liability coverage, insuring City from liability for property damage, personal injury, or death arising from any act or omission during the course of providing ambulance services in conjunction with the terms of this Agreement. CITY shall obtain and maintain throughout the term of this Agreement, automobile liability coverage insuring CITY and its officers, agents or employees from liability arising from any act or omission committed during the use or operation of ambulance vehicles under the terms

and conditions of this Agreement. Such automobile liability insurance coverage shall have a combined single limit of no less than one million dollars (\$1,000,000) or the amount of the monetary limits set forth in Idaho Tort Claims Act under Idaho Code § 6-926, whichever is less.

9. Lease of DISTRICT Swan Valley Facility. DISTRICT agrees to lease, and does hereby lease, to CITY for the sum of One Thousand Four Hundred Dollars (\$1,400) per month, that certain property commonly known as the Swan Valley Facility, located at 15 ID-31, Swan Valley, ID 83449. CITY shall purchase, and/or maintain, fire and extended coverage insurance insuring the interest of CITY and DISTRICT in the building and property described above, as their interests may appear, for the fair market value thereof, throughout the term of this AGREEMENT. DISTRICT shall be responsible for all repairs and maintenance to the DISTRICT Swan Valley Facility during the term of this AGREEMENT. DISTRICT shall also pay all utility costs.
10. Nature of Relationship. Nothing herein shall be construed to be a Joint Powers Agreement, joint enterprise, joint venture, partnership, or joint undertaking between the parties. It is the sole intent of the parties that CITY shall be considered an independent contractor with respect to its delivery of ambulance services to BONNEVILLE pursuant to this Agreement. Neither party shall have authority or a right to bind the other to any obligation, debt, or undertaking of any kind whatsoever other than as contemplated in this Agreement.
11. Interpretation of Agreement. This Agreement has been mutually drafted and reviewed by legal counsel for both parties hereto. In the event of any ambiguity in the terms and conditions hereof, no adverse construction shall be drawn against the drafter hereof, it being the parties' intention that this Agreement be construed solely in accordance with the parties' intent as may be evidenced by any extrinsic circumstances demonstrating such intent.
12. Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.
13. Complete Agreement. This writing evidences the complete and final agreement of the parties regarding this subject matter and no other statement, representation or understanding shall be binding, except as expressly set forth in this Agreement or in another written agreement. In particular, this Agreement is intended to supersede all previous ambulance service agreements, by and between the parties hereto.

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

ATTEST: CITY OF IDAHO FALLS

By \_\_\_\_\_  
Kathy Hampton, City Clerk

By \_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

ATTEST: COUNTY OF BONNEVILLE

By Penny Manning  
County Clerk

By Roger S Christensen  
Roger Christensen, Chair, Board of County Commissioners

STATE OF IDAHO )  
 ) ss.  
County of Bonneville )

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

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: \_\_\_\_\_

(SEAL)

STATE OF IDAHO )  
 ) ss.  
County of Bonneville )

On this 1st day of September, 2020, before me, the undersigned, a notary public for Idaho, personally appeared Roger Christensen known to me to be the Chairman of the Board of County Commissioners for the County of Bonneville, the County that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said County.

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

(SEAL)



Kayla Lawrence  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: 7/02/24



# MEMORANDUM

**FROM:** Duane A Nelson, Fire Chief  
**DATE:** Thursday, July 16, 2020  
**RE:** Labor Agreement between City of Idaho Falls and Firefighters Local 1565

**Council Action Desired**

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

Approve the Labor Agreement between the CITY and Idaho Falls Firefighters Local No. 1565 and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**

This Labor Agreement contains agreed upon wages, benefits and working conditions between the CITY and Idaho Falls Firefighters No. 1565; as a result of collective bargaining and shall be in effect during the timeframe of May 1, 2020 through April 30, 2021.

**Relevant PBB Results & Department Strategic Plan**

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This labor agreement is consistent with our community-oriented goals of providing safety and security ensuring that public safety personnel are trained, equipped and ready to respond during times of emergency.

**Interdepartmental Coordination**

N/A

**Fiscal Impact**

The wages, benefits and costs pertained in this agreement have been approved in the FY 2020/2021 budget.

**Legal Review**

Legal has reviewed and assisted the Fire Department in the development of this Labor Agreement.

AGREEMENT  
CITY OF IDAHO FALLS  
AND  
IDAHO FALLS FIREFIGHTERS UNION  
LOCAL NO. 1565

May 2020 through April 2021



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**AGREEMENT  
CITY OF IDAHO FALLS  
AND  
IDAHO FALLS FIREFIGHTERS UNION LOCAL NO. 1565**

This Agreement is between the CITY OF IDAHO FALLS, IDAHO (hereinafter referred to as "CITY"), a municipal corporation of the State of Idaho and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 1565 (hereinafter referred to as "UNION"). It contains the entire Agreement between the parties on these subject matters, which has been reached as the result of collective bargaining and shall be in effect for the period stated herein.

**ARTICLE I - PURPOSE**

***Section 1. General Purpose***

The purpose of this Agreement is to increase the general efficiency in the Fire Department, and maintain harmonious relations between the Fire Department and its personnel, to promote the morale, and protect the rights, well-being and security of the Fire Department's permanent employees. To accomplish the foregoing, the parties hereto agree as follows:

***Section 2. Public Employees***

The Fire Department and the individual members of the UNION are to regard themselves as public employees, and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect and confidence of the general public.

***Section 3. Equal Employment***

There shall be no discrimination between employees of this bargaining unit and CITY and neither shall a non-union member be discriminated against by UNION or CITY with respect to any condition of employment because of membership or non-membership in UNION or because of sex, race, color, religion, national origin, or rank.

**ARTICLE II - RECOGNITION**

CITY recognizes UNION as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of duty, and other conditions of employment for all of its employees in the Fire Department with the exception of the Fire Chief, Deputy Chiefs, Division Chiefs, Fire Marshal, Battalion Chiefs, the Public Information Officer and the clerical staff. Nothing in this article shall be construed as prohibiting the Fire Chief, Deputy Chiefs, Division Chiefs, Fire Marshal, or Battalion Chiefs from voluntarily maintaining UNION membership.

### **ARTICLE III – MANAGEMENT RIGHTS**

It is understood and agreed that management possesses the sole right to operate the Fire Department and that all management rights repose in it, but such right must be exercised consistently with other provisions of this Contract. These rights include, but are not limited to, the following:

1. Discipline or discharge for just cause;
2. Direct the work force;
3. Hire, assign, or transfer employees;
4. Determine the objective of the Fire Department;
5. Determine the methods, means, number of personnel needed to carry out the Fire Department's objectives;
6. Introduce new or improved methods or facilities;
7. Change existing methods or facilities;
8. Relieve employees because of lack of work;
9. To take whatever actions necessary to carry out the objective of the Fire Department in situations of emergency;
10. Promotions will be made fairly and in accordance with this Agreement.

To aid in the consistent and efficient operation of the Idaho Falls Fire Department, a complete Book of Standard Operating Procedures and /or guide lines shall be maintained. A copy shall be kept electronically and shall be available on the fire server. Proposed changes shall be presented in writing to UNION prior to implementation.

### **ARTICLE IV - TIME OFF FOR UNION BUSINESS**

Time off with pay shall be granted to members of UNION Negotiating and/or Grievance Committees while in actual negotiations or handling of grievance problems with management, required P.F.F.I. meetings or required Pension Meetings, when meetings fall on employee's scheduled work shift. Two (2) personnel per shift will be guaranteed time off for the spring P.F.F.I. convention in Boise and one (1) Fire Prevention Bureau Representative. Requests for time off for UNION business for meetings other than the spring P.F.F.I. Convention in Boise will be granted for two (2) employees for two (2) additional UNION functions; other requests will be considered as travel status requests and granted following UNION contract and minimum manning guidelines. Meetings shall be scheduled as equally as possible between the three (3) battalion at the convenience of both parties.

## **ARTICLE V - CHECK OFF**

Upon receipt of a lawfully executed written authorization from the employee, which may be revoked in writing at any time, CITY agrees to deduct the regular monthly dues of such employee from the employee's pay and deposit such deduction by the first of the month following the second pay period of the succeeding month in any local bank so designated in writing by UNION President. UNION will notify CITY in writing of the exact amount of such regular Membership Dues to be deducted. UNION agrees to hold CITY harmless against any and all claims, suits, orders, or judgments brought or issued against CITY as a result of any action taken or not taken by CITY under the provisions of this article.

## **ARTICLE VI - SENIORITY LIST**

Seniority, as defined by this Agreement, is the employee's length of continuous service with the Fire Department, dating from last date of hire. The Fire Department shall establish a seniority list and it shall be brought up to date on January 1 of each year and immediately posted electronically thereafter on the Fire Department common server for a period of not less than thirty (30) days. Any objections to the seniority list as posted shall be reported by the individual concerned to the President of the UNION or to the UNION Grievance Committee, who in turn shall report it to the Fire Chief within ten (10) days, or it shall stand approved as posted. Termination of an employee's service prior to the expiration of the probationary period shall not be subject to appeal or grievance. This Seniority List shall also include a Position/Rank Seniority listing by date of promotion. This list shall be separated by: Captain, Driver, Paramedic, Firefighter, and Inspector.

## **ARTICLE VII - PERSONNEL REDUCTION**

### ***Section 1.***

In case City Council decides to reduce the Fire Department personnel, the employee with the least seniority shall be laid off first. No new employee shall be hired until all laid-off employees have been given an opportunity to return to work.

### ***Section 2.***

An employee whose job has been eliminated may revert to next lower job classification held. If an employee's movement creates excess personnel in the employee's new classification, the employee with the least seniority in that classification will revert to the next lower classification. No new promotions will take place until all employees who have been reduced in rank have been promoted as they were demoted.

### ***Section 3.***

Seniority will be lost whenever an employee fails to return to work within thirty (30) calendar days from the date the employee has been notified to return to work. The employee shall be responsible for furnishing CITY with an address and phone number where the employee can be contacted and meeting all department physical standards. When CITY recalls an employee under this provision those employees are not required to retest.

## ARTICLE VIII - HOURS OF DUTY

### *Section 1.*

The hours of duty shall be so established by the Fire Department that the average weekly hours of duty in any year, other than hours during which such members may be summoned or kept on duty because of a conflagration or major emergencies, shall not exceed fifty-six (56) hours. A shift will be twenty-four (24) hours, from 8:00 a.m. to 8:00a.m. Each Firefighter shall be all owed one (1) Kelly Day each nineteen (19) scheduled shifts. This Kelly Day schedule will begin with the new FLSA cycle on January 14, 2017. The Kelly Day schedule will be adjusted when needed to avoid having three (3) or more Fire Division personnel assigned to a Kelly Day.

### *Section 2.*

The regular work schedule for personnel of other divisions of the Fire Department shall be forty (40) hours per week.

### *Section 3.*

Emergency overtime shall be any overtime caused by call-back or holdover of personnel because of the need for additional firefighters on shift or at an emergency. Overtime shall be paid at the rate of two (2) times the base hourly rate for each overtime hour worked. Members have the choice to accrue Compensatory Time (accrued at the same rate as overtime, two (2) times the hour worked) in lieu of Overtime ("OT"). Compensatory Time would be used following the current comp time use policy. Overtime for forty (40) hour per week employees shall be paid at the rate of one and one-half (1.5) times the base hourly rate for each overtime hour worked. This accrued Compensation Time shall be subject to Compensation Time use and accumulation rules already in place. Compensation Time shall be accrued each calendar year and paid out at the first full pay period in January of each calendar year or upon Promotion, whichever is appropriate. Compensation Time shall not be considered in making a training selection. The employee may opt to have all or some of the payout contributed to a qualified retirement plan.

There shall be a minimum compensation of two (2) hours for call-back overtime and for holdover overtime of more than thirty (30) minutes, holdover overtime of more than fifteen (15) minutes, but less than thirty (30) minutes, will be compensated for one-half (0.5) hour. Call back overtime shall be earned when attendance is required at Fire Department meetings or training sessions.

An accurate list of accumulated individual overtime hours offered shall be readable by computer at all stations. Overtime shall be offered to personnel by rank based on an individual's accumulated hours offered, except in emergency situations. The program on the computer shall be maintained at Station 1. Personnel shall be hired based on rank and shall be called in order from lowest accumulated OT hours offered to highest accumulated OT hours offered. Every effort shall be made to equalize the opportunity to work overtime within each rank.

Ambulance transports would not be considered as travel status.

Overtime personnel will be hired for all ambulance transports that are over one hundred (100) miles one-way.

No firefighter shall be allowed to have two (2) Kelly Days within one (1) FLSA work cycle.

In consideration for the travel time to and from the Swan Valley assignment, personnel working the assignment will be given an additional hour straight time each way or two (2) hours per forty-eight (48) hour shift. Personnel working the Swan Valley assignment shall report to Station 2 at 7:00 a.m. and use a staff vehicle to travel between Station 2 and Swan Valley.

Idaho State University Paramedic Program: Employees working as lab instructors for the ISU Paramedic Program will be compensated by the City at the rate of two (2) times the employee's base hourly rate for scheduled lab instruction time.

#### *Section 4.*

Firefighters attending classes that are deemed essential by the firefighter's job description, but not mandatory to the Fire Department, may qualify for compensation time (comp-time). Comp-time will be accrued at one and one-half (1.5) time that was spent at qualifying classes. Comp-time may be accumulated up to four hundred eighty (480) hours. Use of comp-time shall comply with the vacation selection process as outlined in Article XXII, Sections 2 and 3. Comp-time earned in excess of four hundred eighty (480) hours will be paid as overtime.

### **ARTICLE IX- SALARIES**

Appendix "A" shall be the schedule of salaries payable to the members of the Fire Department provided that, in the event that the City Council approves any general pay increase for the City's non-union employees before 12:00 midnight, April 30, 2021, the schedule of salaries contained in Appendix "A" shall be adjusted so that the members of the UNION shall receive the same other general pay increase as the City's non-union employees.

### **ARTICLE X - HOLIDAY PAY**

All shift firefighters are to be paid for eighty-eight (88) hours holiday pay at their hourly rate for compensation for holidays worked during a one (1) year period, payable the second payday in November. Firefighters who are currently employed on the second payday in November shall receive the holiday pay under this Article, regardless of length of the firefighter's employment with City.

### **ARTICLE XI- LONGEVITY**

Appendix "B" shall be the schedule of longevity for eligible members of the Fire Department.

**ARTICLE XII - CLOTHING ALLOWANCE**

*Section 1.*

Each eligible firefighter shall receive a uniform allowance of nine hundred sixty six dollars and seventy two cents (\$966.72) per budget year, to be paid twice a year in equal installments to firefighters employed at the time of each payment. A new employee to the Fire Department will be issued their total uniform allowance on the payday following the first full pay period they are employed. The new employee will then forfeit the next two (2) regularly scheduled uniform allowances.

**ARTICLE XIII - PROTECTIVE CLOTHING**

In addition to the above uniform allowance, CITY agrees to furnish, where the nature of assigned duties dictate, any protective clothing or device that the Fire Chief may feel necessary for the health and welfare of the firefighters. UNION recognizes that title to such items furnished remains with CITY.

The CITY will specifically provide two (2) pairs of Uniform/PPE pants each year to every firefighter. Uniform/PPE pants will be replaced on a fair wear and tear basis. If a pant is damaged during the course of regular work, it will be immediately replaced by the CITY.

**ARTICLE XIV- EMPLOYEE BENEFITS**

*Section 1.*

All benefits and obligations shall be as set forth in the Personnel Policy and by reference each is incorporated herein and is made part of this Agreement.

*Section 2.*

The conditions, rules and regulations of such benefits as may be established by CITY shall determine all questions arising thereunder. CITY will make detailed information concerning the provisions of such benefits available to the employees. CITY agrees that during the life of this Agreement, the benefits will not be eliminated or reduced.

*Section 3.*

CITY reserves the right to require physical examination of its employees at any time, in accordance with the rules and regulations.

*Section 4.*

CITY agrees to provide one thousand four hundred forty two dollars (\$1,442) per year per station for departmental physical fitness equipment to be used for physical fitness program.

***Section 5.***

CITY agrees to provide off-street parking from 5:30 p.m. to 7:30 a.m. at Station No. 1. CITY agrees to provide off-street parking for emergency call-backs, providing there is not adequate time to locate other parking. This parking may be altered or canceled if CITY should need the parking area for CITY vehicles.

***Section 6.***

CITY and UNION will work together to administer a joint wellness/fitness program by adopting the current NFPA 1582 Standard. Included in this program will be an annual CITY physician's physical evaluation and peer fitness evaluation. No part of the process will be punitive in nature or design. All new employees of the Fire Department will receive a physical based on the NFPA 1582 standard as well. The intent of the program is to create an overall healthier work force and increase workplace safety. The intent will be to reduce health care costs and reduce CITY expense pertaining to occupational injuries.

***Section 7.***

CITY offers a comprehensive medical benefits plan through Blue Cross of Idaho. The plan for 2020/2021 includes both a PPO and HSA program. See attached exhibit for 2020/2021 Plan.

For those employees who sign up for the high deductible health plan with the health savings account, CITY will contribute \$1,750, pro-rated, to the employee's health savings account for the 2020/2021 Plan Year.

Both parties recognize the benefits of the CITY's medical benefits plan are subject to change because the timing for this Agreement's negotiations and the finalization of the CITY's insurance plan are not synchronized. In the event that the City's medical benefits plan changes before April 30, 2021 UNION members shall receive the same Health Benefit Package as non-union employees. After the CITY receives the annual notice from Blue Cross or the CITY's third-party administrator of the finalized medical plan, the CITY shall inform the UNION in writing within ten (10) business days of receipt and of ALL changes contained within the plan. If the finalized medical benefits plan contains material or substantive changes, the PARTIES agree to meet to reopen negotiation of this Agreement only to discuss the medical benefits plan changes as soon as possible. Either party may request, in writing, reopening negotiations to address a material or substantive change in the medical plan within thirty (30) days of the CITY's notice of changes. If neither party requests reopening, in writing, within thirty (30) days, the changes shall be considered unsubstantial. The UNION will give CITY thirty (30) day notice to negotiate if UNION intends to change insurance programs.

***Section 8.***

Employees working a forty (40) hour work week shall accrue 3.69 hours of Sick Leave per pay period which totals ninety six (96) hours per year. Employees working shift work will accrue six (6) hours per pay period which totals one hundred forty four (144) hours per year. Upon meeting the requirements of retirement, age fifty (50) or PERSI Rule of 80, employees may sell unused sick leave. The total amount of sick leave sold will be calculated as follows:

- For forty (40) hour workweek employees, they will have four hundred eighty (480) hours subtracted and will receive forty percent (40%) of the remainder to be deposited in their PERSI Choice account or be converted to cash.
- For shift employees, they will have seven hundred twenty (720) hours subtracted and will receive forty percent (40%) of the remainder to be deposited in their PERSI Choice account or be converted to cash.

***Section 9.***

The CITY agrees to issue credit cards to UNION Members to be used for classes, conferences, courses, meetings, inspections, evaluations, and wildland deployments. UNION Members agree to follow the CITY Travel Policy that is in effect as of 04/04/2018.

As per the CITY Travel Policy, the UNION Member shall complete a Travel Expense Form with supporting documents for reconciliation to Fire Administration for submission to Municipal Services within ten (10) CITY working days of travel completion. After the ten (10) CITY day submission timeframe, the CITY agrees to reimburse UNION Members within fifteen (15) CITY days for travel, training, ambulance transport, wildland deployment, or paramedic tuition.

***Section 10.***

All CITY Fire Department Employees shall follow all injury reporting requirements and conditions in accordance with the CITY Personnel Policy Occupational Injury Section XXII.

The CITY Fire Department may require the City Fire Department Employee, who have been diagnosed with a work-related illness or injury to report to work in a Light-Duty capacity. This requires a signed Medical Release Form from a licensed medical provider listing any work restrictions.

The CITY Fire Department defines Light-Duty as a place whereas a CITY Fire Department Employee is allowed to work within the limits of their Medical Release Form restrictions. Light-Duty is temporary and must meet the needs of the CITY Fire Department. All CITY Fire Department Employees are to maintain their professional certifications within the limits of their restrictions whenever possible.

The CITY Fire Department Employee who is injured while On-Duty and no work restrictions are noted on Medical Release Form, shall report back to the immediate Supervisor and return to their previously assigned position. If work restrictions are listed on the Medical Release Form, the Employee shall report back to the immediate Supervisor and then to the Battalion Chief to work as their AID. The Employee will continue to work as a Battalion Chief Aid for the duration of their multiple shift assignments or until the first business day of the week is reached. Then, the Employee will report to Admin Deputy Chief at 0800 to be assigned a Light-Duty Supervisor. After a discussion, the Employee's work schedule will be assigned by a Light-Duty Supervisor of either four (10-hour days) or if necessary five (8-hour days) but not to include any overtime assignments. Short term Light-Duty not to exceed 112 hours and long term converted Light-Duty not to exceed 80 hours per pay period. The CITY Fire Department will allow follow-up medical appointments with no charge to Sick Leave accrual.

The CITY Fire Department Employee who is injured while Off-Duty and has work restrictions listed on the Medical Release Form may request Light-Duty. If desired, the Employee will submit a written request

and the Medical Release Form to Admin Deputy Chief for the possible assignment to Light-Duty. Off-Duty Light-Duty is not guaranteed and is managed on a case-by- case basis as restrictions and availability permit. The CITY Fire Department Employee shall use Sick Leave for any follow-up medical appointments while on Off-Duty Light-Duty.

***Section 11.***

The CITY will provide TVs and barbeques at each station for use by UNION members. CITY will gain ownership of existing TVs and barbeques. CITY will replace or repair TVs and barbeques as needed. Beginning October 2018, the CITY will pay the annual cost for cable TV at each station. The CITY will pay for the use of propane in the barbeques.

**ARTICLE XV- MISSION STATEMENT**

The Idaho Falls Fire Department is committed to providing Professional Life Saving Services ensuring the safety and security of our community.

**ARTICLE XVI - CORRESPONDENCE**

***Section 1. Respond in Ten (10) Days***

The parties hereto shall acknowledge any correspondence in writing within ten (10) days, exclusive of weekends and holidays, from date such correspondence is received.

***Section 2. Waiver in Case of Emergency***

In cases of circumstances beyond the control of CITY, such as an act of God, riot, civil disorder, and other similar acts, the following conditions of this Agreement shall be automatically suspended by the appropriate public official without recourse from UNION.

1. Time limits for management replies on grievances and correspondence.
2. Assignment of employees to work without regard to their employment classification and such assignment shall not be subject to the grievance procedure upon termination of the emergency.

**ARTICLE XVII- GRIEVANCE PROCEDURE**

***Section 1. Purpose***

The purpose of this Article XVII is to provide for a mutually acceptable method for the prompt consideration and equitable settlement of employee grievances and disputes over the interpretation and application of this Agreement.

## *Section 2. Informal Step*

Every employee shall have the option of presenting alleged grievances to UNION in writing. UNION will counsel the employee regarding whether UNION should use the formal Grievance Procedure in Section 3 of this Agreement. UNION may follow the formal Grievance Procedure in Section 3 of this Agreement.

Any grievance not taken up by UNION within twenty (20) calendar days after knowledge of occurrence of the circumstance out of which the grievance arose, shall not be formally presented nor considered at a later date by UNION.

## *Section 3. Formal Grievance Procedure*

- Step 1. UNION spokesperson shall present a formal grievance in writing to the employee's immediate supervisor, who should hold the rank of not less than a Battalion Chief or Division Chief, with a copy to the Fire Chief, not later than thirty (30) calendar days after knowledge of occurrence of the circumstance out of which the grievance arose.
- Step 2. The supervisor receiving the formal grievance shall render a decision in writing within seven (7) calendar days after receipt of the grievance.
- Step 3. Failing to reach a satisfactory understanding or adjustment at Step 2, the grievance will be presented in writing to the Fire Chief.
- Step 4. The Fire Chief shall render a final decision regarding the grievance in writing to the employee and to UNION within ten (10) calendar days after receipt of the formal grievance.
- Step 5. If the grievance is still unsettled, any party to the grievance may, within ten (10) calendar days following the decision of the Fire Chief, have the right to have the matter arbitrated by a third party jointly agreed upon by CITY and UNION. If the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be requested to submit the names of five (5) arbitrators.

CITY and UNION shall alternately strike a name from the list (the first to strike shall be determined by lot) until the name of one (1) individual remains. The remaining person shall be the arbitrator. The designated arbitrator shall hear both parties over the disputed matter and shall render a decision within thirty (30) days which shall be final and binding. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to this Agreement, but shall be limited to consideration of the particular choice(s) presented. The arbitrator shall not have the right to make any punitive awards. Expenses for the arbitrator shall be borne jointly by the parties concerned; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

**Section 4.**

All decisions rendered under this grievance procedure shall be fair and just and free of arbitrary or capricious action.

**Section 5.**

It is expressly understood and agreed that the mere circumstance that any member of UNION shall exercise any authority or function under the provisions of Article XVII - Grievance Procedure, shall not be the sole determining factor in deciding the issue or question whether or not such UNION Member is exercising management power which could cause the UNION Member to be excluded from the Union.

**ARTICLE XVIII - PREVAILING RIGHTS**

**Section 1. Rights Retained Unaffected**

All rights, privileges, and obligations enjoyed by the personnel of the Fire Department at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner by this Agreement. Such rights, privileges, and obligations, however, may be altered or canceled by the Fire Chief, after mutual consent of UNION and the Fire Chief.

It is agreed and understood that this article is subject to the Management Rights Clause.

**ARTICLE XIX - NO STRIKE CLAUSE**

UNION agrees that during the term of this Contract there shall be no strikes, slowdowns, stoppage of work, or any interference with the efficient management of the Fire Department.

**ARTICLE XX – VACATIONS**

**Section 1.**

Vacations shall be granted and guaranteed as follows:

**56 - Hour work week employee**

|             |           |           |                          |
|-------------|-----------|-----------|--------------------------|
| 0-4 years   | 7 shifts  | 168 hours | 6.46 hrs per pay period  |
| 5-9 years   | 9 shifts  | 216 hours | 8.31 hrs per pay period  |
| 10-14 years | 11 shifts | 264 hours | 10.15 hrs per pay period |
| 15-19 years | 12 shifts | 288 hours | 11.08 hrs per pay period |
| 20 or more  | 13 shifts | 312 hours | 12.00 hrs per pay period |

**40 - Hour work week employee**

|             |                   |           |                         |
|-------------|-------------------|-----------|-------------------------|
| 0-4 years   | 17.5 working days | 140 hours | 5.38 hrs per pay period |
| 5-9 years   | 20 working days   | 160 hours | 6.15 hrs per pay period |
| 10-14 years | 22.5 working days | 180 hours | 6.92 hrs per pay period |
| 15-19 years | 27.5 working days | 220 hours | 8.46 hrs per pay period |
| 20 or more  | 30 working days   | 240 hours | 9.23 hrs per pay period |

## Vacation Slot

Any additional shift personnel added beyond the number of 38 personnel per shift will require one vacation spot for every nine (9) personnel per shift (i.e., 9 = 1, 18 = 2, 27 = 3, etc.).

## Vacation Carry Over

Firefighter vacation carry at two (2) years of the maximum amount for shift employees (624 hours), for 40-hour work week employees (480 hours).

## Retirement Payout

Retirement payout for 26 shifts (624 hours) for shift employees. For 40 hour employees (480 hours).

## *Section 2.*

Vacations shall be granted at any time during the calendar year. Selection for the vacation period shall be based on seniority with the firefighter with the highest seniority having first choice, continuing in this order down to the last employee with the least seniority.

## *Section 3.*

To facilitate the orderly selection and taking of scheduled vacation time, the following policy shall be followed:

1. Battalion Chiefs are encouraged to have first round vacation selections completed by February 15th. Second round should begin immediately upon completion of the first round. Third round should begin immediately upon completion of second round. Comp-time hours may not be scheduled during first, second and third round vacation selection at the first of the year. Vacation selection by Battalion Chiefs will not affect vacation selection of other personnel.
2. First, second, and third round vacation selections will be chosen according to seniority on each platoon. Requests for first, second, and third vacation, received more than forty-eight (48) hours prior to the shift, may be scheduled.
3. Five (5) firefighters may schedule advance vacation at the same time on any one (1) battalion, subject to the provisions of Item Nos. 2, 4, and 5 of Section 3 of this Article.
4. A fourth vacation position may be scheduled within thirty (30) days of a shift requested, but determination to allow such vacation will not be made until 5 p.m. the evening prior to the shift involved. This determination will be made only if the on-duty personnel scheduled for that forty-eight (48) hour set will remain at minimum staffing levels or above and will not interfere with Fire Department activities.
5. Any vacation request received less than forty-eight (48) hours prior to the beginning of the shift involved may be denied by the officer in charge if the available personnel for that shift is already at minimum staffing or less.

6. A minimum charge for vacation will be one (1) hour and additional leave will be charged in multiples of one (1) hour. Any portion of an hour will be charged as a full hour.
7. Cancelling scheduled vacation is discouraged. It will be permitted, however, if it is canceled one-hundred-twenty (120) hours before it is scheduled to begin. Cancellation of any scheduled vacation should be announced to the platoon involved at the first opportunity so that others may have a chance to use it. Vacations may be canceled at any time for any reason if there is one (1) or more vacation positions available for that shift.
8. All requests for scheduling or canceling vacations shall be called in to the Battalion Chief on duty or designee and the time will be logged. Approval or denial shall be made by the Battalion Chief on duty or designee.
9. Each round of vacation picks will be chosen in consecutive order, including Kelly Day, if applicable. For example: February 2, February 3, Kelly Day February 8, February 9, February 14, February 15 would be a pick using five (5) vacation shifts but having six (6) shifts off including the Kelly Day. Each round would enable a new consecutive pick. If a member uses just twenty-four (24) hours one (1) shift as a round pick, that round is complete.

## **ARTICLE XXI - VACANCIES AND PROMOTIONS**

The staffing requirements of the Fire Department shall be established by the Chief of the Department as an administrative procedure. Minimum staffing for all "In Service" Engines will be three (3) personnel. Minimum staffing for all "In Service" Advanced Life Support (ALS) Ambulances will be one (1) Paramedic and one (1) EMT. Minimum Staffing for all "In Service" Basic Life Support (BLS) Ambulances will be two (2) EMTs. The Chief of the Department or their designee shall establish when units are needed to be "In Service." Vacancies occurring in the permanent promotional ranks shall be filled within thirty (30) days after an appropriate promotional exam is given and eligibility list is established.

A representative from UNION offers input, in the form of communicating positive and negative criteria of a firefighter candidate to the Fire Department's hiring committee, when hiring new Fire Department employees who are or will be covered by this Collective Bargaining Agreement. UNION representative observing in the Entry Level interview and provide a written positive and negative criteria to the Chief prior to the selection process.

## **ARTICLE XXII - COMMITTEES**

### ***Health and Safety Committee***

#### ***Section 1.***

A Health and Safety Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The Committee shall include a representative of the Fire Department Management, a UNION representative, and one (1) representative of each position, including Training Officer and Fire Prevention Division. The member of management and the representative holding the rank of Captain will act as the

committee co-chairs and conduct the meetings. The UNION representative will be selected by UNION, but other Committee Members shall be recommended by UNION and approved by the Fire Chief.

The Health and Safety Committee has the authority to enlist the help of other persons when needed.

### *Section 2.*

The purpose of the Health and Safety Committee shall be to conduct research, develop recommendation, and study and review matters pertaining to occupational safety and health within the Fire Department.

### *Section 3.*

Meetings shall be held at least once every three (3) months. Meetings shall be scheduled by the Secretary of the Committee and coordinated with the member of management on the Committee. Written minutes of each meeting shall be retained and shall be made available to all members.

## *Training Committee*

### *Section 1.*

A Training Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The Committee shall include a representative of the Fire Department Management, a UNION representative, and one (1) representative from each position, including Training Officer and Fire Prevention Division. The member of the management and the representative holding the rank of Captain will be the Training Committee co-chairs and conduct the meetings. The UNION representative will be selected by the UNION, but other Committee Members shall be recommended by the UNION and approved by the Fire Chief.

The Training Committee has the authority to enlist the help of other persons when needed.

### *Section 2.*

The purpose of the Training Committee shall be to conduct research, develop recommendations, and study and review matters pertaining to training within the Fire Division.

### *Section 3.*

Meetings shall be held at least once every three (3) months. Meetings shall be scheduled by the Secretary of the Committee and coordinated with the representative of the Fire Department Management. Written minutes of each meeting shall be prepared and made available to all members.

## **ARTICLE XXIII- RETIREMENT CONTRIBUTIONS FOR PERSI FIREFIGHTERS**

For purposes of this Article XXIII, the following terms shall have the meanings as ascribed below:

**FIREFIGHTER:** Any firefighter employed by CITY as of July 17, 2012, and also all future firefighters employed by CITY, provided that (1) Such employees are/were now members of PERSI as of July 17, 2012, or were members of PERSI as of such date, and (2) Are now or will be represented by UNION for collective bargaining purposes.

**IAFF:** The International Association of Firefighters Local 1565.

**PERSI:** The Public Employee Retirement System of Idaho.

### ***Social Security and Medicare Refund***

On behalf of all firefighters impacted by the Firefighter Referendum and related Section 218 Agreement, CITY is hereby authorized to and will forthwith file for refunds of all past employee and employer FICA and Medicare contributions made by or for the benefit of each of such firefighters. Upon receipt of said refunds, CITY will make a one-time contribution equivalent to the employer portion of the refund into individual PERSI Choice 401(k) Plan accounts established by each firefighter. If approved by PERSI, this one-time contribution will be treated as an Employer Contribution in the Plan, and will be limited to the amount of the employer contribution refund for each firefighter less any charges, expenses, or retirement withholdings imposed upon CITY by the United States Government and/or PERSI. The employee's portion of the refund plus any IRS accrued interest received by CITY shall be distributed by check payment to each employee.

### ***Future Retirement Contributions***

Commencing with the August 3, 2012, payroll and continuing with each regular paycheck thereafter, CITY shall, in lieu of paying Social Security and Medicare contributions where applicable, on behalf of each firefighter employee, pay into each PERSI Choice 401(k) Plan account established by such firefighters, an amount equal to the matching employee and employer contributions that would have otherwise been paid for each firefighter pursuant to U.S.C Title 26, Chapter 21 - the Federal Insurance Contributions Act, less any charges, expenses, or retirement withholdings imposed upon CITY by the United States Government and/or PERSI. To be eligible for employer contributions, each firefighter must file a PERSI Choice 401(k) Deferral Election form with the Department of Human Resources that authorizes CITY to withhold employee contributions rounded up to a whole percentage of earnings and remit such contributions to each PERSI Choice 401(k) account. Future PERSI Choice employer contributions are contingent upon continued authorization from each firefighter to match FICA defined employee contribution rates rounded up to a whole percentage of earnings. Firefighters must file modified 401(k) Deferral Election forms with the Department of Human Resources as contribution rates change. The parties intend that these matching contributions be treated as Employer Contributions to each individual firefighter's PERSI Choice 401(k) Account and will be governed by the rules, regulations, and laws applicable to PERSI.

CITY makes no warranty or representation that such retirement contributions are exempt from Federal, State, or PERSI withholdings or income taxation required by law. In the event any court or

administrative agency of competent jurisdiction determines that such tax or withholdings are required by law, then CITY may, and is hereby authorized to make such withholdings as required by law, with respect to compensation paid to each firefighter after the date of such determination.

This Agreement shall remain in effect for the life of any collective bargaining agreement between the parties unless mutually agreed otherwise by both parties or until the adoption of a subsequent Section 218 Agreement which has the effect of modifying coverage for firefighters under the Social Security Act and related Federal Insurance Contribution Act.

## **ARTICLE XXIV- DEPLOYMENT OPERATIONS, COMPENSATION, AND MILITARY LEAVE**

1. CITY will pay any CITY Fire Department employee who leaves the CITY under deployment on behalf of a requesting agency as part of but not limited to: Wildland Firefighting, Structure Protection, Search and Rescue, Emergency Medical Services, Water Rescue, and/or Hazardous Materials Responses.
  - A. The CITY Fire Department employee will be paid "straight time" for their normally scheduled respective shifts. For days not regularly scheduled, CITY Fire Department employee will be paid at a minimum of sixteen (16) hours at overtime rate except for deployment travel days. Deployment travel days will be paid at an hour for hour at overtime rate. The rate will be at two (2) times the base hourly rate for each hour worked up to the 16 (sixteen) hour minimum.
  - B. The CITY Fire Department Employee will not be allowed to accrue Comp-Time as a means of compensation during deployment.
  - C. The CITY Fire Department employee will be paid by CITY and will retain all benefits and insurance during deployment.
  - D. CITY shall be reimbursed, through separate contract by requesting agency.
  - E. This agreement for reimbursement shall apply even where the CITY Fire Department employee is deployed as part of an apparatus crew or as a single resource.
  - F. The CITY Fire Department employee shall assist CITY by providing CITY with all required documentation, statements and/or other evidence related to deployment in support of CITY's attempt to receive reimbursement by the requesting agency.

### ***Military Leave***

CITY firefighters who serve in the National Guard and other Military Reserves shall adhere to the policies contained in the CITY Personnel Policy. CITY will seek input from UNION if it determines that any changes will be made to the Military Leave Policy.

## ARTICLE XXV- COMPENSATION

### *Section 1.*

Provide compensation for paramedics as follows: The next closest pay period following:

- A. Receipt of Certification and assigned to work independently as a paramedic after successful education period / Base Rate + fifteen (15%) percent.

### *Section 2. Voluntary Decertification*

Any paramedic who voluntarily surrenders paramedic certification with the State of Idaho, or who allows certification to lapse, within eight (8) years after assignment as a paramedic will lose all paramedic certification pay immediately upon decertification. Any paramedic who voluntarily decertifies or allows their certification to lapse eight (8) years or more years after such assignment, will have their paramedic certification pay reduced in the following manner:

1. If a paramedic surrenders certification prior to the expiration of their normal certification period, then all paramedic certification pay will be immediately discontinued at the commencement of the first full pay period following the loss of certification, or
2. If a paramedic allows their certification to lapse at the end of the normal certification period then paramedic certification pay will be reduced upon the commencement of the first full pay period in which CITY grants a general pay increase to firefighters covered under this Agreement, and in an amount equal to the same percentage pay increase given to firefighters that year and each year thereafter, until such time as the firefighter no longer receives paramedic certification pay.

Despite the foregoing, paramedics will continue to be eligible for regular step increases in accordance with Appendix A of the contract.

### *Section 3. Involuntary Decertification*

Any paramedic whose certification has been involuntarily revoked by the State of Idaho will lose all paramedic certification pay upon the commencement of the first pay period following his or her decertification.

### *Section 4. Captain/Driver Paramedics*

Paramedics promoted to the rank of captain or driver will be placed in the appropriate pay grade and step level rate of pay which most closely corresponds to but is higher than the step level of pay (less paramedic certification pay) prior to promotion. In addition, if the employee, upon promotion, continues to maintain their paramedic certification the employee will receive paramedic compensation in amount not to exceed eight (8%) percent of their pay grade and step level. However, if the employee's hourly rate of pay following promotion (including paramedic certification pay) is not greater than their hourly rate of pay prior to promotion (including paramedic certification pay), the employee will be moved to the next appropriate step plus paramedic certification pay not to exceed eight (8%) percent of the pay grade and step level. The effective date of the promotion becomes the new title classification anniversary date.

Any captain or driver paramedic who voluntarily surrenders paramedic certification with the State of Idaho, or who allows certification to lapse will have their paramedic certification pay reduced in the following manner:

- 1) If a captain or driver paramedic surrenders certification prior to the expiration of their normal certification period, then all paramedic certification pay will be immediately discontinued at the commencement of the first full pay period following the loss of certification, or
- 2) If a captain or driver paramedic allows their certification to lapse at the end of the normal certification period then paramedic certification pay will be reduced upon the commencement of the first full pay period in which CITY grants a general pay increase to firefighters covered under this Agreement, and in an amount equal to the same percentage pay increase given to firefighters that year and each year thereafter, until such time as the firefighter no longer receives paramedic certification pay,
- 3) Any captain or driver paramedic whose certification has been involuntarily revoked by the State of Idaho will lose all paramedic certification pay upon the commencement of the first pay period following decertification.

Captain Driver/Paramedics will still be eligible for regular step increases in accordance with Appendix A of this Agreement.

#### ***Section 5. Probationary Firefighters***

Firefighters who start their employment with the Idaho Falls Fire Department and hold a current paramedic certification applicable to the State of Idaho will first be evaluated by the Fire Department prior to receiving paramedic pay.

#### ***Section 6. Non Discrimination***

Paramedic certification shall not prohibit equal and fair consideration for promotions or overtime related to job duties, continuing education and attendance at mandatory classes.

### **ARTICLE XXVI·OUT OF CLASSIFICATION WORK**

Fire Personnel working out of classification will receive compensation commensurate with the position being filled, as if the promotion had been made. Move up compensation will be paid only when working out of classification eight (8) hours or more per shift. Two (2) people working out of classification per rank per shift will be allowed. Any additional need will be met by standard call back procedure. If a staffing shortage requires overtime, personnel hired shall be of the rank or position which eliminates the need for personnel working out of classification. Inspectors working out of classification, performing duties normally assigned to the Fire Marshal, will receive compensation commensurate with the Fire Marshal position. No time minimum will be mandatory.

**ARTICLE XXVII- RULES GOVERNING COMPETITIVE EXAMINATIONS,  
QUALIFICATIONS, APPOINTMENTS, PROMOTIONS, DEMOTIONS AND  
DISCHARGE OF EMPLOYEES**

The following rules and regulations governing competitive examinations, qualifications, appointments, promotions, demotions and discharge of all employees under the fire department and any other positions not specifically listed in City Ordinance or Rule.

1. The CITY shall have sole charge of the selection of personnel for the eligibility list from which original appointments, grade and rank, promotions shall be made to all sworn positions in the Fire Department except for the Chiefs of said departments and any other positions appointed and not competed for within these rules.
2. The eligibility list for the fire department shall be kept in the custody of Human Resources.

**GENERAL PROVISIONS**

1. No appointment shall be made except under the laws of Idaho, the Ordinances of the City of Idaho Falls, and this contract with the UNION.
2. No person shall be eligible for appointment in the Fire Department who is not eligible to work in the United States, or who is not eligible to obtain the required certifications and licenses as determined by the Chief to perform the essential functions in the fire department.
3. No person shall be eligible for appointment in the Fire Department who has not passed their 18<sup>th</sup> birthday or who is not eligible to obtain the required certifications and licenses as determined by the Chief to perform the essential functions in the fire department.
4. All members of the Fire Department are required to give their undivided attention to their designated work and are prohibited from engaging in any other business that will interfere or conflict with their duties while members of these departments.
5. No member of the fire department will be permitted to accept gratuities or rewards of any kind.
6. Fire personnel are expected to observe the same laws that they are sworn to enforce and no extra privileges or immunities are granted to either.
7. Violation of any of these general provisions, any City Ordinance, or department rules by any member of the fire department under these rules shall be considered cause for disciplinary action, including termination.

**APPLICATIONS**

1. All applicants for the positions within the fire department must be able to speak, read and write the English language, and must have a high school diploma or G.E.D. Certificate or its equivalent. In cases where special technical, professional or scientific knowledge and experience are required, the CITY may demand certificates or competence or other proof of

training and ability. All applications for examination for positions in the fire department shall be presented to the CITY on a prescribed form, giving such evidence, in the form of their knowledge, skills, abilities and other required qualifications.

2. "Job Interest Forms" will be filed with the Department of Human Resources in a manner to be determined by that office. At such time that a beginning examination is to be given, all persons having submitted an "Interest Form" will be notified of application procedures and testing dates.
3. An application that has been accepted by the Department of Human Resources shall not be returned to the applicant for any reason.
4. An incomplete or defective application shall not be accepted and shall disqualify the applicant for consideration.
5. Proof at any time produced to the CITY of behavior that would negatively impact an ability to perform the essential functions of the job by an applicant or person on the eligible list or of any false statements made by him or her in the application or in the examination or of any criminal act committed by the applicant or of dismissal for cause from public service may be deemed cause to exclude an applicant from examination and/or removal from the eligible list.
6. The CITY may secure and consider any other information as it may deem desirable for the purpose of determining whether any applicant is eligible under these rules and regulations, the Ordinances of Idaho Falls and the laws of Idaho to occupy the position applied for.

## **MEDICAL PHYSICAL STANDARDS**

1. Applicants for original appointment in the fire departments must meet all bona fide medical and physical requirements of the appointing department, as a condition for his or her appointment with the CITY.
2. All offers of employment by the appointing officer shall be made conditional upon the issuance of a certificate by a qualified medical examiner, certifying that the appointee meets all bona fide medical and physical requirements of the appointing department. All medical examinations shall be made by a medical examiner designated by the City or experts working on behalf of the City. The results of each medical examination and each certificate shall be filed with the Department of Human Resources in compliance with HIPAA and other relevant regulations.

## **EXAMINATIONS**

1. Examinations shall be practical in their character and shall be designed to test fairly the intelligence, competency, suitability and character of the applicants to discharge the duties of the service for which they seek to be appointed.
2. Merit and fitness for appointment and promotions shall be determined by and upon competitive examinations. The passing grade for beginners shall be seventy percent (70%).
3. The CITY shall list preliminary requirements for examinations.

4. Actual conduct of every examination shall be under the direction of the City or experts acting on authority of the City. The City shall in the examinations give such relative importance to the different subjects or matters of examination, whether written or physical or to experience, occupation or training as it deems fit. At or before the commencement of every examination the weight to be given every section included in the examination shall be determined. The time to be allowed for each examination also will be announced.
5. Oral examinations or special practical tests of fitness for the particular positions in the fire department may be ordered by the CITY.
6. Entry level examinations for the fire department shall be given as the service may require. The CITY will notify entry level applicants, whose applications have been filed to appear for any examination by giving the applicant at least ten (10) days' notice. Entry level examination notices shall also be posted to the Department of Human Resources web page and published once in a newspaper of general circulation at least (10) days prior to the date of the examination .
7. Applicants for appointment are subject to written and oral examinations. Applicants with eligible written exam scores will be notified and advised to participate in a non-discriminatory assessment. In addition to physical agility assessments, eligible applicants will appear for oral interviews or other exams.
8. Physical examinations may be made by a physician or health care provider designated by the CITY only after a conditional offer of employment has been made to the applicant. Such examination shall demonstrate the applicant is of sound health and physically able to perform the essential functions of the position to which he or she seeks appointment.
9. Instructions and rules governing examinations will be explained to candidates prior to the start of test by the chief examiner or test proctor. Candidates who fail to follow examination rules and instructions given at the time of the exam will not be allowed to complete the testing process. In addition to any verbal instructions given at the time of the exam, the following rules will govern all examinations.
  - a. Applicants will carefully read any printed rules distributed at the time of the exam and/or listen closely to any verbal instructions. Applicants will be bound by any written and verbal rules or instructions given prior to the date of the exam or immediately preceding the commencement of the exam.
  - b. Applicants will examine the question and answer sheets when received and verify that they are in proper order; applicants will be held responsible for all errors and omissions therein.
  - c. Prior to leaving his or her desk, all applicants shall turn in any examination papers to the exam administrator, and the applicant shall forfeit the right to modify or complete any portion of the examination after submission unless the applicant can demonstrate a bona fide medical or other emergency involving extreme risk to life or limb. Reasonable accommodation shall be made for any disability, provided such disability is made known to the examiner prior to the commencement of the examination.

- d. All answers must be written on paper furnished for that purpose by the examiner or by other means as instructed by the examiner.
  - e. No pencil work will be allowed on the examination books unless instructed to do so. Pencil and scratch paper may be used if supplied by the examiner; used scratch paper must be turned in with the examination paper.
  - f. No help will be allowed except such as appears on the question sheets or in the instructions given to applicants.
  - g. Any applicant who may be detected cheating by consulting any printed or written matter during the examination will be dismissed from the room and receive a failing score. All conversation between competitors during any examination is strictly prohibited. Any applicant speaking to a competitor on any pretense or answering if spoken to will be dismissed from the room and receive a failing score.
  - h. It is absolutely forbidden to copy or attempt to read the sheet of another or to make any sign or in any manner seek to impart or receive any information during an examination, under penalty of dismissal from the room and receipt of a failing score.
  - i. All necessary explanations will be made, when practicable, to the whole number of competitors.
  - j. All examination papers must be handed in together with the answers when the examination is completed and must not be taken from the room.
  - k. Smoking shall not be permitted during the examination.
10. The CITY may after delivery of notice to the applicants in the manner set forth in paragraph 6 of this Rule, require an oral examination by subject matter experts of eligible applicants who successfully pass the written examination. The score of the oral examination will be determined by the chief examiner or CITY based upon the statements made by the applicants regarding their knowledge, skills and abilities for the position or other job related questions that may be given to the applicants. The opinion of the former employers, associates and others may be sought and their statements investigated.
11. Participants in the physical agility exam and oral exam will be limited to the number of candidates agreed upon by the Chief of the department. The number of candidates may be limited to thirty (30) candidates based on the rank of the written examination scores, absent exigent circumstances.
12. The general average will be determined upon the score obtained in the written, oral examinations, and physical agility examinations. As described in paragraph 4 of this Rule, the actual weight to be assigned to each examination will be determined by the City.

## **ELIGIBILITY LIST**

1. The CITY shall keep records of all applicants who are placed on the eligible list, which records shall show the results of the examination of each applicant and show such other data as shall indicate the relative qualifications of all applicants upon such list. All persons who have been on the eligible list for one ( 1 ) year without appointment or promotion in grade, who shall refuse a tendered appointment, or who have requested removal from such list shall be removed from the eligible list and can only be returned thereto after reapplication and re-examination. An applicant may sit for one or more written examinations; however, the applicants' eligibility for appointment shall be determined by reference to the most recent score.
2. The names of all eligible candidates shall be placed on the eligible list in the order of their standing in the examination. The CITY reserves the right to announce additional testing dates if needed to generate a viable list of eligible candidates for consideration. Against each name shall be noted the date of the examination, the date on which the name was entered on the list and the average rating.
3. When two (2) or more entry level eligible candidates have received the same average rating, they shall hold the same ranking on the eligible list.
4. The entry level eligible list shall show the persons eligible for positions in each classification.
5. Applicants may be enrolled on the eligible list for more than one position.
6. Applicants, whose names are placed on the eligible list, shall notify the CITY of any change of address while their names remain on such list.
7. Applicants whose names are on the eligible list may accept temporary appointment under another classification without losing their position upon the eligible list.
8. Where an examination for any grade is held before the eligible list for that grade is exhausted, a new list shall be prepared after such examination. The persons upon the former eligible list who have not been examined for the new eligible list shall respectively be placed upon the new eligible list in the position to which the percentage of their aggregate marking upon t heir former examinations would entitle them if such marking had instead been given them upon the new examination and shall continue thereon until the end of their term of eligibility. The CITY shall have the discretion whenever in its judgment the interest of the public service requires, to order a reexamination of applicants for any position and shall have power to correct any error and amend or revoke any schedule, list or other paper or record where it appears that any error or injustice has been done; or where any person whose name appears on an eligible list has for any reason become ineligible or no longer possesses the necessary qualifications for appointment to the public service, to strike such name from such list.

## **CERTIFICATION AND APPOINTMENTS**

1. Whenever a position or place of employment or vacancy in the fire department is to be filled, the appointing authority shall request and the Department of Human Resources shall certify to the appointing authority as soon as possible after such request, from the eligible list the names and

records of three times the number of persons necessary to fill such position based on their ranked scores. If two or more candidates have identical rankings, then all candidates ranked within the top three scores will be certified to the appointing authority. In all cases the names of those having the highest standing on the eligible list shall be certified to the appointing authority, provided, however, that if an insufficient number of names appear on said eligible list at such time, the Department of Human Resources shall certify all names thereon. The appointing authority shall make appointments only from the lists so certified and preference shall be given, from among those certified, to persons who are then employed in the class or grade next below the position filled, if applicable.

2. The requisition shall state the title, character and duties of the position, the compensation to be paid and whether the position is permanent or temporary.
3. Upon receipt of the requisition the Department of Human Resources shall certify to the appointing officer names of candidates having the three highest ratings on the eligible list most nearly appropriate to such position, provided that no name shall be certified more than three (3) times to the same appointing officer for the same or a similar position except at the officer's request. The certificate shall state the relative standing of each person certified and their contact information.
4. The appointing officer shall make selection from the names certified; the appointing officer may request replacement names in the order of ranking on the eligible list if he or she can show evidence that any certified names do not meet the eligibility criteria of the department.
5. Whenever the appointing officer, who shall have made a requisition to fill a certain number of vacancies, shall appoint a number smaller than the vacancies named he shall not make selection from the whole number certified but only from the number of names standing highest upon the list that would have been certified had the requisition stated the number of vacancies which were actually filled.
6. Upon appointment and employment, the appointing officer shall report to the Department of Human Resources the name of such appointee, the title and duties of the position, the date of the commencement of service and the salary thereof and such other information as required.
7. The person selected for appointment or promotion shall be duly notified by the appointing officer and upon accepting and reporting for duty, shall receive from such officer an appointment for a probationary period of twelve months, provided the applicant meets ability and other requirements determined by the department essential to the position held.
8. Should the work for which a probationer has been certified prove temporary, and he/she is laid off without fault or delinquency on his/her part before his/ her time of probation is completed his/her name shall be restored to its position on the eligible list and the term he/she served shall be credited on his/her probationary period.
9. The name of any person certified as eligible for probationary appointment who shall decline an appointment shall be stricken from the list from which such certification is made, unless such

declination be for temporary inability, physical or otherwise, the evidence of which must be acceptable to and approved by the Department of Human Resources.

10. The failure of an eligible to accept employment within five (5) days after an offer of appointment shall be considered a declination.
11. On notification from an appointing authority that a person named in a certification has declined appointment, such certificate shall be completed by the addition of the name of the eligible next in order.
12. If a person who is not entitled to certification is appointed, his/her appointment upon due notification from the Human Resources Department to the appointing authority shall be revoked.
13. Whenever the CITY has been unable to establish an appropriate and adequate eligible list or after such notice as it may deem desirable is of the opinion that an eligible list cannot be created through giving competitive examination, it may permit a permanent appointment to be made by the appointing authority subject to such of these rules and regulations and the person so appointed shall occupy the position to which he was appointed with like effect as if he had otherwise qualified hereunder.
14. All persons appointed to or promoted in the fire department shall be assigned to and perform the duties of the position to which they are appointed or promoted.
15. Applicants who have had two (2) years' comparable experience as a public safety officer in a comparable city may enter the service in the grade of Senior Firefighter, provided they meet requirements of the CITY and standards of the Idaho Falls Fire Department. A comparable city shall be considered a city with a Fire Department with the standards comparable to Idaho Falls Fire Department. The decision of which cities or agencies are comparable with the Idaho Falls Fire Department will be made by the Chief of the Department when hiring applicants with two (2) or more years of experience.
16. Any applicant who, while employed as a Firefighter in good standing, voluntarily terminated his or her employment with the City of Idaho Falls may upon written request to and approval from the appointing Chief and in accordance with the Rules of the CITY and this agreement, be rehired without taking an examination provided:
  - a. The applicant is otherwise qualified for the position; and
  - b. The request does not displace another firefighter.

#### **SUBJECTS FOR DISCIPLINARY ACTION OR DISMISSAL**

1. All appointments to positions of employment under the fire department shall be upon a probationary basis for a period of twelve (12) consecutive months of full-time employment within the department in the same or higher grade. During said probationary period such employee may be discharged with or without cause, without recourse under these rules. After such period of probation, all employees shall hold an office or place of employment, only during

good behavior and continued acceptable performance standards, and any such employee may be removed or discharged, suspended without pay, demoted, reduced in rank or deprived of special privileges or assessed special duty for the following reasons.

- a. Incompetency, inefficiency, inattention to or dereliction of duty.
- b. Dishonesty, insubordination, harassment or lack of professionalism directed towards patrons and or fellow employees or members of the public occurring in the course of duty; or any other willful failure on the part of the employee to properly conduct him/herself, or any willful violation of the provisions of this act or the rules and regulations to be adopted hereunder.
- c. An inability to perform the essential functions of the job with or without accommodation or loss of any other bona fide occupational qualification required for such place of employment.
- d. Drunkenness or use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid or preparation to such extent that the use thereof interferes with the performance or mental or physical fitness of the employee or of the work of such employee or which precludes the employee from properly performing the essential functions and duties of such position.
- e. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- f. Any other act of failure to act which in the judgment of the appointing authority is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service.
- g. Violations of any of the rules and regulations formulated by the Chief of the department or rules promulgated by the City of Idaho Falls, that relate to conduct required of all city personnel.

## 2. Progressive Discipline

- a. Purpose - The purpose of this rule is to provide a uniform standard for disciplinary actions to be used by company and chief officers.
- b. Scope - This policy applies to all members of the Idaho Falls Fire Department.
- c. Responsibilities - It is the responsibility of supervising officers in the Idaho Falls Fire Department to help their subordinates to be successful in their duties through coaching, mentoring, and disciplining when necessary. If an issue is raised to the level of time off without pay or above, the Chief of Department and HR should be notified. It is important that the supervising officer document each step appropriately. If a Work Improvement Plan is issued to a subordinate, the officer should consider issuing a Removal From Work Improvement Plan when and if appropriate.

- d. Procedures - Progressive discipline is a process for addressing employee poor performance or inappropriate behaviors so that the severity of the discipline increases with the continuance of the performance or behavioral issue. It provides an opportunity for motivated employees to immediately correct an issue before it becomes too severe, and provides CITY with performance related documentation. It is generally recommended that the progressive discipline process include:
- i. Step 1 - Informal verbal coaching and counseling
  - ii. Step 2 - Formal verbal reprimand
  - iii. Step 3 - Formal written reprimand (the Chief of Department's office must be notified after this step by the company officer giving the reprimand)
  - iv. Step 4 - Time off without pay with accompanying Work Improvement Plan
  - v. Step 5 - Demotion (temporary or permanent)
  - vi. Step 6 - Termination

## **JOB CLASSIFICATIONS OF THE FIRE DEPARTMENT**

The following constitutes the classification of jobs in the Idaho Falls Fire Department, as well as the line of promotion, together with the length of service required in each classification before a member shall be permitted to participate in the promotional examination of other positions. Job descriptions that describe the essential functions of each classification will be maintained by the Division of Human Resources.

1. All new firefighters shall serve a probationary period of twelve (12) months. If after six (6) months, proper attitude and aptitude for the work is shown, the Firefighter will then advance to Firefighter 2nd Class. After six (6) months in the position of Firefighter 2<sup>nd</sup> Class the Firefighter will have served the probation period and will advance to the rank of Firefighter 1<sup>st</sup> Class. After one (1) year in the rank of Firefighter 1<sup>st</sup> Class, the Firefighter automatically advances to the rank of Senior Firefighter. A person qualifying for appointment as a Senior Firefighter as described in these rules must still satisfactorily complete a twelve (12) month probationary period.
2. A Firefighter must have served two (2) years as a Senior Firefighter to be eligible to take the competitive examination for the position of Driver-Pump Operator.
3. To aid in the consistent and efficient operation of the Idaho Falls Fire Department a task book system shall be maintained to identify core performance standards of the various positions in the Idaho Falls Fire Department. The Task Book system has been developed with input from the Union. Members who desire to move-up to Driver/Operator, Captain Firefighter, and Battalion Chief must first complete their respective Position Task Book. Task books must be completed for the desired position prior to sitting for a promotional exam.
4. A Firefighter must have served two (2) years as a Driver or four (4) years as a Senior Firefighter to be eligible to take the competitive examination for the position of Captain.

5. The position of Inspector, Training Officer, and Logistics Officer is open by administrative appointment without examination to any member of the Fire Department holding the rank of Senior Firefighter or higher. If no member of the Department holding such rank desires appointment as an Inspector, then the position may be filled by administrative appointment without examination by any of the following persons:
  - a. Any member of the Fire Department, or
  - b. Any person who has held the rank of Senior Firefighter or higher or any other rank equivalent thereto, within the past four (4) years at any other fire department, fire district, or governmental agency.
6. The position of Fire Marshal, Division Chief, Battalion Chief and Deputy Chief is recognized as an executive administrative position and is not in the UNION or represented by the UNION. Therefore, persons filling such positions shall be selected by the Fire Chief and confirmed by the Mayor. Any persons so appointed shall retain his or her previous position at the time of appointment. If, for any reason other than misconduct, such person loses his or her appointed position, he or she will immediately assume the previous position held at the time of appointment.

## **MERIT SYSTEM**

1. The Chief of the fire department shall maintain a uniform system of evaluating employees' performance. These evaluations will have an impact on promotions of employees during promotional examination processes.
2. The UNION must be advised of the merit system used, and an outline of it made available to the UNION upon request.

## **PROMOTIONS**

1. Promotions in the fire department shall be upon ascertained job performance and competitive examinations. In order to be eligible to take a promotional exam, a candidate must have completed the respective task book and meet the job requirements for the Position being tested for. All candidates for the promotional position must meet the job requirements for time in grade for the position during the Testing Cycle. Promotional exams for Driver/Operator and Captain will be offered on an annual basis in the month of May. Candidates will not be eligible for Promotion until the time requirements for the position have been met. A written examination may be given as often as needed as determined by the Chief in order to establish a viable eligible list in the selection process. If an additional exam is given beyond the annual exam in May, a ninety (90) day notice will be given. A minimum written test score appropriate for each examination will be determined and announced at least ten (10) days prior to the examination date. Notice of the availability of openings for promotions shall be posted on the Department of Human Resources web page at least ten (10) days prior to the date upon which the written examination shall be conducted. The Chief of the department shall have the authority to assign any employee of the department to the different classes within the department, and he/she may change any such assignment whenever, in the opinion, the good of the service shall so require.

2. Grades for promotional placement will be based upon written examinations, an assessment process as designed by the Chief of the Department, and staff evaluations. The weight to be given the grades in each area will be determined by the Chief of the department and announced at least ten (10) days prior to the date upon which the examination is given.
3. Where two (2) or more applicants for promotional certification receive identical grades, their ranking on the eligible list shall be determined by seniority.
4. The total number of persons allowed to participate in the department assessment process shall be determined in advance by the chief of the department. If there are more applicants than the number of positions available for testing in the assessment process, the candidates receiving the highest written exam scores shall be selected for participation in the assessment.
5. All regulations in rules V, VI, and VII of the Rules governing Examinations, Certifications, and Eligibility apply to promotional examinations except where they may be in conflict with the rules of this particular section.

#### **ARTICLE XXVIII- SAVING CLAUSE**

If any portion of this Agreement should be declared inoperative or unconstitutional. The remainder of the Agreement shall remain unchanged and in full force and effect.

**ARTICLE XXIX- EFFECTIVE DATES AND DURATION OF AGREEMENT**

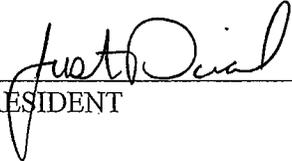
This Agreement, including Appendix "A" and "B", shall become effective upon the date that CITY's representatives and UNION's representatives both signs this Agreement and shall remain in full force and effect until 12:00 midnight, April 30, 2021, and thereafter, from year to year until terminated. This Agreement may be reopened prior to the end of the contractual period for purposes outlined in Idaho Code 44-1802, upon serving written notice by either party ninety (90) days before the last day on which money can be appropriated by CITY.

This writing evidences the final and complete Agreement between the parties in regard to this subject matter and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein, including Appendix "A" and "B".

**For: THE CITY OF IDAHO FALLS**

**For: LOCAL UNION NO. 1565  
INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS**

\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
MUNICIPAL SERVICES DIRECTOR

  
\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_  
HUMAN RESOURCES DIRECTOR

  
\_\_\_\_\_  
SECRETARY/TREASURER

\_\_\_\_\_  
FIRE CHIEF

\_\_\_\_\_  
EXECUTIVE COMMITTEE

\_\_\_\_\_  
DATED

**APPENDIX A- FIRE DEPARTMENT CLASSIFICATION AND PAY GRADE POLICY**  
**EFFECTIVE OCT 1, 2020**

**A. SALARY SCHEDULE**

The attached table, entitled "City of Idaho Falls Fire Department Pay Grades" is the assignment of all positions (less those exempt from the pay grade structure) to the pay grades designated and the corresponding salary payable for the various grades and steps. In the event that the City Council approves any general pay increases for the City's non-union employees before 12:00 midnight, April 30, 2021, the attached table shall be adjusted so that the members of the Union shall receive the same other general pay increase as the City's non-union employees.

**B. ADMINISTRATION OF THE PAY PLAN**

The following provisions shall govern the administration of the pay plan.

1. Salary on Employment

- a. Placement to any position in any pay grade shall normally be made at the first step for the pay grade. Higher step placement may be effectuated commensurate with the applicant's qualifications as determined by the Department Director and the Municipal Services Director.
- b. A person who was previously employed by the City of Idaho Falls and is rehired shall start in the pay grade and step level as any other new hire, unless the person's qualifications justify higher step level placement as determined by the Department Director and Municipal Services Director.

2. Salary Step Advancement

- a. Advancement to the next step in the salary schedule may be awarded to an employee upon a supervisory evaluation indicating adequate performance, and after completion of the necessary service requirement. Department Directors have the option of holding an employee in a step level should the employee's work performance and attitude so dictate.
- b. Pay adjustments shall be effective on the first pay period following the employee's accumulation of the necessary service requirements.
- c. The Personnel Action form is to be completed sufficiently in advance to secure the required signatures and for Personnel and Payroll to receive the approved Personnel Action form prior to the effective date.

3. Salary on Promotion

An employee who is promoted to a higher classification shall be placed in the appropriate pay grade and at a step level rate of pay, which most closely corresponds to but is higher than the step level rate of pay assigned to the employee prior to promotion. In no event shall the step level rate of pay be equal to or lower than the step level rate of pay prior to promotion. The effective date of promotion becomes the new title classification anniversary date.

4. Salary on Demotion

An employee who is demoted to a lower classification shall be placed in an appropriately lower pay grade and at a step level rate of pay which is equal to or less than the employee's step level rate of pay prior to demotion, as determined by the Department Director and the Municipal Services Director. The effective date of demotion becomes the new title classification anniversary date.

5. Salary on Transfer

An employee transferred from one position to another in a classification to which the same pay grade is applicable shall continue to receive the same step level rate of pay and the effective date of transfer becomes the new title classification anniversary date. An employee transferred to a lower classification shall be placed in the appropriate pay grade and at a step level rate of pay which is equal to or less than the employee's step level rate of pay prior to the transfer, as determined by the Department Director and the Municipal Services Director.

6. Salary on Position Reclassification

An employee whose position is reclassified by the Department Directors from one pay grade to another shall continue to receive the same compensation until he/she reaches the next pay period after the effective date, at which time he/she shall be placed in the approved pay grade and step level.

If the position is classified to a lower classification the employee will remain at their current hourly rate until such time as the grade and step to which they are reclassified exceeds the current hourly rate at which time they will be eligible to receive a pay increase.

7. Job Descriptions

Every regular position of employment by the City of Idaho Falls shall have a job description. As and when new positions of employment are created, or existing classifications are re-evaluated, the Department of Human Resources, with the assistance of, and in collaboration with, the appropriate Department Director shall cause a job description for that position of employment to be prepared. Each job description shall be classified by the Department Directors and incorporated into the comprehensive salary plan.

C. CONTENTS OF THE CLASSIFICATION AND PAY GRADE SCHEDULE

1. The Classification plan shall include:
  - a. An outline of the classification arranged within the appropriate pay grade schedule.
  - b. Position descriptions for positions within the classified program indicating the title and descriptive information concerning duties, responsibilities, and other employment requirements and standards in such form as the Department of Human Resources may prescribe.

| <u>PAY GRADE</u> | <u>RANK</u>                  |
|------------------|------------------------------|
| 10               | Senior Firefighter           |
| 11               | Driver                       |
| 12               | Fire Inspector I             |
| 13               | Fire Inspector II<br>Captain |

D. SPECIALTY PAY

Each employee is to be paid an additional \$25 per month per team on each team for which they qualify, not to exceed three (3) teams.

Each Specialty Team Member shall be required to meet requirements as set forth by Department policy.

Specialty Pay Teams:

- Idaho Collapse Search and Rescue Technician
- Hazardous Material Technician
- S.C.B.A. Technician
- On Shift Fire Investigator
- Swift Water Rescue Technician
- Peer Fitness Evaluator
- ARFF

E. SPANISH SPEAKING EMPLOYEES

Each employee qualifying as fluent in the Spanish Language shall be paid an additional three (3%) percent to their annual base pay not including longevity pay.

F. LONG TERM DISABILITY INSURANCE AND MEDICAL EXPENSE REIMBURSEMENT PLAN

The CITY shall pay Three Thousand Six Hundred Ninety-Seven Dollars and Fifty-Six Cents (\$3,697.56) a month for a Long-Term Disability Policy to cover UNION members. The Long Term Disability Policy shall be through DiMartino Associates.

G. AIR MEDICAL SERVICES MEMBERSHIP

CITY shall pay up to four thousand five hundred dollars (\$4,500) annually toward an Air Medical Services Membership for UNION members.

CITY OF IDAHO FALLS  
FIRE DEPARTMENT

2019-2020 INCREASE OF 1%  
EFFECTIVE DATE: OCTOBER 1, 2019

Automatic Progression Increases <sup>(1)</sup>

| Position Title                                  | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|---|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|
| Firefighter - Probationary - 2,912 hours        | 12     | 12     | 12     | 18     | 18     | 24     | 24     | 24     | 36     | 36      | 48      |
| Firefighter - 2nd Class - 2,912 hours           | 15.33  | *      | *      | *      | *      | *      | *      | *      | *      | *       | *       |
| Firefighter - 1st Class - 2,912 hours           | 15.88  | *      | *      | *      | *      | *      | *      | *      | *      | *       | *       |
| Senior Firefighter (Pay Grade 10) - 2,912 hours | 17.47  | 18.23  | 19.11  | 20.08  | 20.96  | 21.44  | 22.06  | 22.54  | 23.09  | 23.61   | 24.01   |
| Driver (Pay Grade 11) - 2,912 hours             | 19.11  | 20.08  | 20.96  | 22.06  | 23.09  | 23.61  | 24.19  | 24.76  | 25.40  | 25.94   | 26.34   |
| Fire Inspector I (Pay Grade 12) - 2,080 hours   | 29.32  | 30.83  | 32.30  | 33.84  | 35.54  | 36.41  | 37.21  | 38.28  | 39.32  | 40.29   | 40.83   |
| Fire Inspector II (Pay Grade 13) - 2,080 hours  | 32.13  | 33.74  | 35.35  | 37.19  | 39.20  | 40.17  | 41.09  | 42.08  | 43.10  | 44.18   | 45.04   |
| Captain (Pay Grade 13) - 2,912 hours            | 22.96  | 24.10  | 25.25  | 26.57  | 28.01  | 28.70  | 29.36  | 30.06  | 30.79  | 31.56   | 32.18   |

<sup>(1)</sup> Steps include 1% Cola

2019-2020 PROPOSED INCREASE OF 1% AFFECT ON PAY<sup>(2)</sup>  
Automatic Progression Increases

| Position Title                               | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|
| Battalion Chief (Pay Grade 14) - 2,912 hours | 24.95  | 26.23  | 27.66  | 28.99  | 30.42  | 31.17  | 31.91  | 32.76  | 33.54  | 34.26   | 34.95   |

<sup>(2)</sup> Subject to City Council Approval

**APPENDIX B- LONGEVITY PROGRAM SCHEDULE EFFECTIVE OCTOBER 1, 2020**

- A. Longevity benefit calculations will no longer be computed on a percentage of the current base salary.
  
- B. Any staff currently receiving longevity benefits will continue to receive his or her accumulated longevity including any approved COLA adjustment. Longevity accumulation will be at as specified on the attached table titled “City of Idaho Falls Fire Department Longevity” until he or she reaches the maximum annual longevity benefit of \$2815.90
  
- C. The longevity increments will continue to be based on the individual Firefighter's anniversary date.

CITY OF IDAHO FALLS FIRE DEPARTMENT LONGEVITY  
EFFECTIVE DATE: OCTOBER 1, 2019

|           | Longevity    | Hourly per<br>2912 | Hourly per<br>2080 |
|-----------|--------------|--------------------|--------------------|
| 1st year  | Not Eligible |                    |                    |
| 2nd year  | Not Eligible |                    |                    |
| 3rd year  | Not Eligible |                    |                    |
| 4th year  | 698.51       | 0.24               | 0.34               |
| 5th year  | 1000.99      | 0.35               | 0.49               |
| 6th year  | 1303.48      | 0.45               | 0.63               |
| 7th year  | 1605.96      | 0.56               | 0.78               |
| 8th year  | 1908.45      | 0.66               | 0.92               |
| 9th year  | 2220.02      | 0.77               | 1.07               |
| 10th year | 2513.42      | 0.87               | 1.21               |
| 11th year | 2815.90      | 0.97               | 1.36               |

**APPENDIX C - TRAVEL POLICY AND EXPENSE FORM**



# MEMORANDUM

**FROM:** PJ Holm  
**DATE:** Monday, August 31, 2020  
**RE:** Establishment of a War Bonnet Round Up Advisory Committee

### Council Action Desired

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

Approve the Ordinance adding the War Bonnet Round Up Advisory Committee to Title 2 of the City Code under a suspension of the rules requiring three complete and separate readings and request 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, reject the ordinance, or take other action deemed appropriate)..

### Description, Background Information & Purpose

The members of various City Advisory Committees established by the Council add valuable insight, energy, support, and consistency to various City Directors, programs, and functions. As owner and producer of Idaho’s Oldest Rodeo, the War Bonnet Round Up Rodeo, the City wishes to establish and perpetuate a group of volunteers who can offer support and advice to the Director of City Parks and Recreation on an ongoing and publically transparent basis in support of the War Bonnet Round Up Rodeo. The structure and function of the Advisory Committee is consistent with similar Advisory Committees currently functioning pursuant to Title 2 of the City Code.

### Relevant PBB Results & Department Strategic Plan

|   |   |   |   |   |  |   |   |
|---|---|---|---|---|--|---|---|
|  |  |  |  |  |  |  |  |
| <input type="checkbox"/>  | <input checked="" type="checkbox"/>   | <input type="checkbox"/>  | <input checked="" type="checkbox"/>   | <input type="checkbox"/>  | <input type="checkbox"/>   | <input type="checkbox"/>  | <input type="checkbox"/>  |

Supports the livable, access to a variety of life-long learning opportunities and good governance community-oriented results by maintaining a visually appealing community through effective

planning, supports diverse options for cultural, recreational, and entertainment programs and venues and assures regulatory and policy compliance to minimize and mitigate risk.

**Interdepartmental Coordination**

Mayor, Municipal Services, Parks and Recreation, and Legal Departments

**Fiscal Impact**

The action will have no known fiscal impact to City finance.

**Legal Review**

The Legal Department drafted this Ordinance.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, ADDING TITLE 2, CHAPTER 4, ESTABLISHING AND ORGANIZING A WAR BONNET ROUND UP ADVISORY COMMITTEE, WITH PURPOSE, DUTIES, COMPOSITION, RULES FOR APPOINTMENT, ATTENDANCE, MEETINGS, REMOVAL, AND RULES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, War Bonnet Round Up (“WBRU”) is Idaho’s Oldest Rodeo and a priceless community asset worthy of preservation, promotion, and improvement; and

WHEREAS, WBRU works closely with its cherished and dedicated WBRU associates and supporters, such as the Shoshone Bannock Tribes, livestock and horse breeders, suppliers, and associations, those involved with animal husbandry, pageants, boosters, merchants, educational institutions, and other long-time supporters; and

WHEREAS, the Council desires to ensure that City staff has broad and helpful input from a number of sources who have the WBRU’s interests high in their priorities; and

WHEREAS, the Council also wishes to perpetuate such input in a manner that appropriately balances the City’s and community’s interests with those who may have specific personal or business interests in the WBRU; and

WHEREAS, formation of an Advisory Committee will serve an invaluable interest in sustaining the WBRU beyond the service of any particular City staff member, elected official, or Advisory Committee member so that the WBRU will continue to thrive in the future; and

WHEREAS, the composition of the Advisory Committee is similar to other City Advisory Committees that provide precious input to the City for other community jewels, such as golf, ice rink, recreation, shade trees, Sister Cities, etc.

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

**SECTION 1.** Title 2, Chapter 4, of the City Code of the City of Idaho Falls, Idaho, is hereby added as follows:

2-4-1:           **ESTABLISHMENT:** The War Bonnet Roundup Rodeo Advisory Committee (“Committee”) is hereby established. The Mayor, with the consent of the Council, shall appoint seven (7) voting members to the Committee. Those appointed should be individuals with a demonstrated interest, competence, or knowledge of War Bonnet Round Up (“WBRU”)-related interests, including but not limited to, sponsorship; hospitality; rodeo royalty; Sandy Downs

facilities and grounds; Shoshone-Bannock tribal relations; community youth rodeo events; rodeo-related special events; livestock welfare and husbandry; marketing; advertising; and security. The Committee shall include, as a permanent voting member, not less than one (1) member of the Shoshone-Bannock Tribes, as recommended by that organization and appointed by the Mayor, with the consent of the Council. Members shall be selected without regard to political affiliation, race, color, national origin, gender, family status, sex, handicap, sexual orientation, gender identity/expression or religion. Committee members shall serve without compensation. The Mayor may appoint, with the consent of the Council, additional persons with interest, expertise, and experience to be non-voting ex-officio members of the Committee.

2-4-2: PURPOSE: The purpose of the Committee is to advise and assist the Director of Parks and Recreation, the Mayor, and the Council in preserving, developing, planning, promoting, managing, directing, and producing Idaho's Oldest Rodeo, the WBRU and to suggest improvements to City facilities, properties, and programs related to it.

2-4-3: DUTIES: The Committee shall have the following powers, duties, and responsibilities:

A. Advise the Director of Parks and Recreation regarding the preservation, development, planning, promotion, management, directing, and producing of the WBRU; and

B. Study the physical condition, maintenance, operation, viability, and use of City rodeo programs and facilities and make recommendations to the Director of Parks and Recreation concerning their improvement and efficient use; and

C. Suggest ways to create, sustain, and enhance the economic viability of the WBRU.

2-4-4: ORGANIZATION: During the first meeting of each calendar year, the Committee shall elect, by majority vote of the Committee, a person to act as Chair and Vice-Chair from its membership. The Chair and Vice-Chair shall serve until replaced or re-elected.

2-4-5: TERMS: Each Committee member shall be appointed to serve a term of three (3) years, except that the terms of the initial Board members may be less than three years as necessary to provide for staggered terms of office. Terms of no more than three (3) members shall expire in any calendar year. Committee members may be reappointed.

2-4-6: REMOVAL: A voting Committee member may be removed from the Committee by the Mayor and at the Chair's request, following either two (2) consecutive meeting absences unexcused by the Chair, or two (2) meeting absences in any calendar year, or at any time by the majority vote of the Council.

2-4-7: VACANCY: The Mayor, with the consent of the Council, shall appoint a qualified member to fill any unexpired term of a Committee member in the event of a vacancy.

2-4-8: ATTENDANCE: A majority of voting Committee members shall constitute a quorum for purposes of conducting the business of the Committee. Non-voting members present at meetings

shall not be considered in determining the number required for a quorum or whether a quorum is present.

2-4-9: OPEN MEETINGS: The Committee shall meet as often as deemed necessary by the Director of Parks and Recreation. All meetings of the Committee shall be open to the public and shall follow the requirements of the Idaho Open Meetings Law. The Director of Parks and Recreation shall keep minutes and other appropriate records pursuant to the Idaho Code.

2-4-10: MINUTES: The Committee shall provide an annual report, as approved by the Director of Parks and Recreation, to the Council in within sixty (60) days of the conclusion of the annual WBRU, which report shall include activities and accomplishments, a financial report, and any recommendations for subsequent WBRUs. The Mayor or the Council may also require special reports, as deemed necessary.

2-4-11: FUNDING AND DONATIONS: The Committee is authorized to seek outside funding and in-kind donations for City projects, including programs and capital improvements, as may be approved by the Council and in accordance with City budget procedures.

**SECTION 2.** Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

**SECTION 3.** Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

**SECTION 4.** Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**SECTION 5.** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF IDAHO FALLS, IDAHO

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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, ADDING TITLE 2, CHAPTER 4, ESTABLISHING AND ORGANIZING A WAR BONNET ROUND UP ADVISORY COMMITTEE, WITH PURPOSE, DUTIES, COMPOSITION, RULES FOR APPOINTMENT, ATTENDANCE, MEETINGS, REMOVAL, AND RULES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

(SEAL)

---

KATHY HAMPTON, CITY CLERK



# MEMORANDUM

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Thursday, September 3, 2020  
**RE:** Bid Award – HK Pit Recharge Site Development

### Council Action Desired

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

Public Works recommends approval of the plans and specifications, award the bid to the lowest responsive, responsible bidder, Knife River Corporation – Mountain West in an amount of \$54,717.00 and authorization for the Mayor and City Clerk to sign contract documents.

### Description, Background Information & Purpose

On Thursday, September 3, 2020, bids were received and opened for the HK Pit Recharge Site Development project. A tabulation of bid results is attached. The purpose of the project is to install 769 linear feet of 36-inch pipe from the Idaho Canal, west to Revere Drive. Completion of this piping installation will allow the former HK Pit to be utilized for groundwater recharge mitigation.

### Relevant PBB Results & Department Strategic Plan

|   |   |   |   |   |  |   |   |
|---|---|---|---|---|--|---|---|
|  |  |  |  |  |  |  |  |
| <input type="checkbox"/>   | <input checked="" type="checkbox"/>   | <input type="checkbox"/>  |

This project supports the community-oriented result of environmental sustainability by allowing groundwater recharge to occur at this site to mitigate our potable water pumping.

### Interdepartmental Coordination

Project reviews have been conducted with all necessary city departments to ensure coordination of project activities.

**Fiscal Impact**

The cost allocations for this project will be provided by the Water Fund. Sufficient funding and budget authority exist to complete the proposed improvements.

**Legal Review**

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

# City of Idaho Falls

## Engineering Department Bid Tabulation

**Project:** HK PIT RECHARGE SITE DEVELOPMENT

**Number:** 2-38-33-3-WTR-2020-11

**Submitted:** Kent J. Fugal, P.E., PTOE

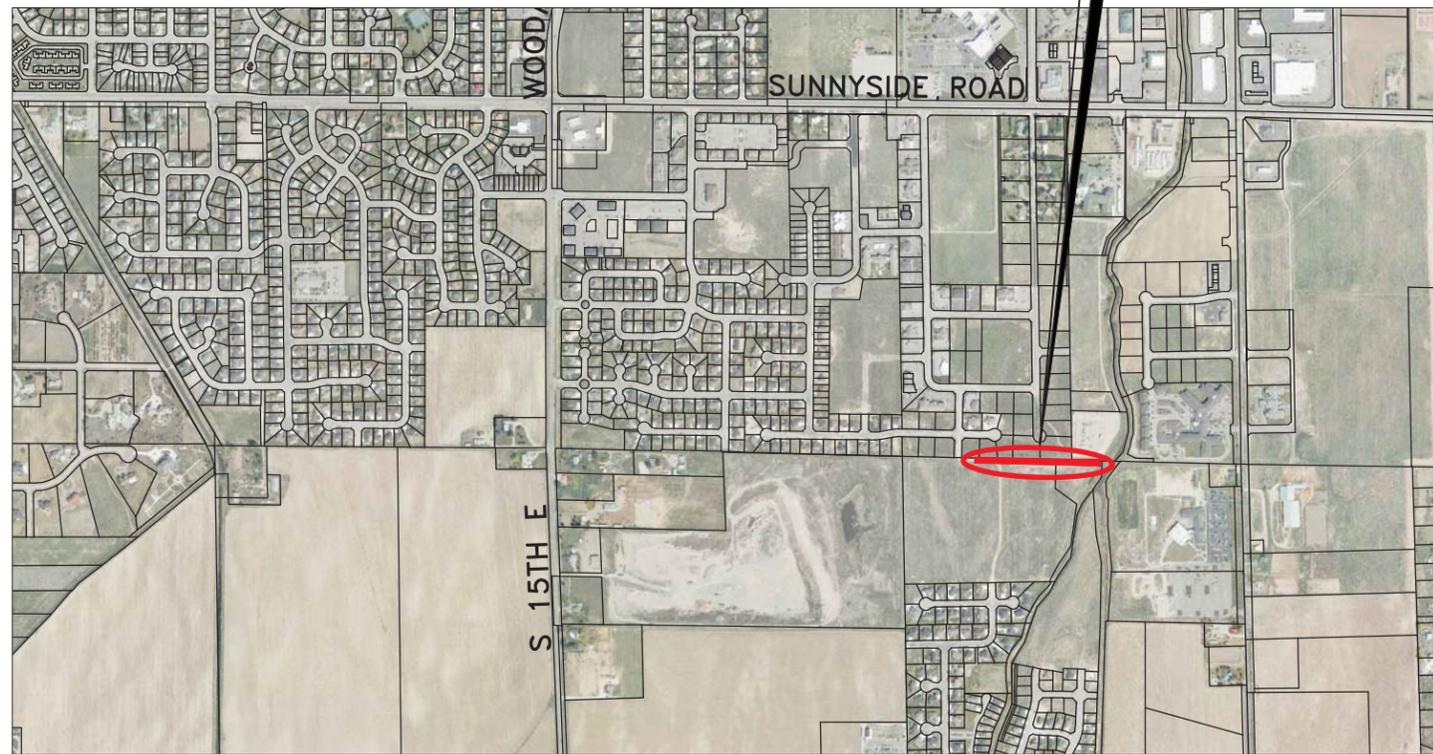
**Date:** September 3, 2020

| Item Number                                       | Reference Number | Description  | Estimated Quantity | Unit | Engineer's Estimate |                    | Knife River Corporation - Mountain West |                    | HK Contractors, Inc. |              | 3H Construction, LLC |              |
|---|------------------|--|--------------------|------|---------------------|--------------------|---|--------------------|----------------------|--------------|----------------------|--------------|
|   |                  |  |                    |      | Unit Price          | Total Amount       | Unit Price                              | Total Amount       | Unit Price           | Total Amount | Unit Price           | Total Amount |
| <b>DIVISION 600 - CULVERTS &amp; STORM DRAINS</b> |                  |  |                    |      |                     |                    |   |                    |                      |              |                      |              |
| 6.01  | 601.4.1.A.5.     | 36" Storm Drain/Culvert/Gravity Irrigation Pipe, PVC (Installation Only) | 969                | LF   | \$55.00             | \$53,295.00        | \$53.00                                 | \$51,357.00        | \$54.00              | \$52,326.00  | \$57.50              | \$55,717.50  |
| 6.02  | 602.4.1.A.1      | Storm Drain or Gravity Irrigation Manhole – 6' Dia. (Installation Only)  | 3                  | EA   | \$4,000.00          | \$12,000.00        | \$1,120.00                              | \$3,360.00         | \$2,020.00           | \$6,060.00   | \$4,700.00           | \$14,100.00  |
| <b>TOTAL</b>                                      |                  |  |                    |      |                     | <b>\$65,295.00</b> | <b>\$54,717.00</b>                      | <b>\$58,386.00</b> | <b>\$69,817.50</b>   |              |                      |              |

# HK PIT RECHARGE SITE DEVELOPMENT

## PROJECT # 2-38-33-3-WTR-2020-11

PROJECT LOCATION

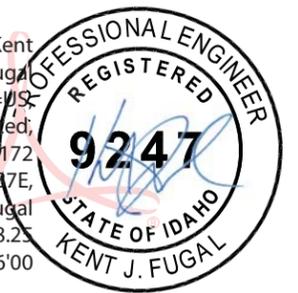


REVIEWED BY: WATER DIVISION

*[Signature]*

DATE: 08/24/2020

Digitally signed by Kent J Fugal  
 DN: c=US,  
 o=Unaffiliated,  
 ou=A01410D00000172,  
 5854DCDB0001687E,  
 cn=Kent J Fugal  
 Date: 2020.08.23  
 '08:51:55 -06'00



MAYOR  
 REBECCA L. NOAH CASPER  
CITY COUNCIL

MICHELLE ZIEL-DINGMAN      JIM FRANCIS  
 SHELLY SMEDE                  JOHN B. RADFORD  
 THOMAS HALLY                 JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR  
 CHRIS H FREDERICKSEN, P.E.

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

2020

|                                       |                        |                  |
|---------------------------------------|------------------------|------------------|
| AS BUILT:                             |                        |                  |
| SCALE SHOWN IS FOR SHEET 11 x 17 ONLY | ENGINEERING DIVISION   |                  |
| HK PIT RECHARGE SITE DEVELOPMENT      |                        |                  |
| CHK BY: KJF                           | DSG BY: YG             | DWN BY: YG       |
| FILE NO. 2-38-33-3-WTR-2020-11        | DATE PLOTTED: 08/17/20 | SHEET NO. 1 OF 4 |
| DWG NO. WTR-2020-11 Title Page        |                        |                  |



# MEMORANDUM

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Thursday, September 3, 2020  
**RE:** Access Easement for Mountain View-MPT Hospital, LLC

### Council Action Desired

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

Approval of the Access Easement and give authorization for the Mayor to sign the necessary documents (or take other action deemed appropriate).

### Description, Background Information & Purpose

Attached for your consideration is an Access Easement allowing Mountain View Hospital to cross city property to provide an additional emergency access point to the care facility. The City property that the easement would allow access across is used as a drainage way for storm water collected at the Church Farm storm pond located south of 25<sup>th</sup> Street and east of Barbara Avenue.

### Relevant PBB Results & Department Strategic Plan

|   |   |   |   |   |  |   |   |
|---|---|---|---|---|--|---|---|
|  |  |  |  |  |  |  |  |
| <input checked="" type="checkbox"/>   | <input type="checkbox"/>  | <input checked="" type="checkbox"/>   | <input type="checkbox"/>  | <input type="checkbox"/>  | <input checked="" type="checkbox"/>  | <input type="checkbox"/>  | <input type="checkbox"/>  |

This easement supports the community-oriented results of well-planned growth and development, economic growth and vibrancy, and safe and secure community by providing better emergency access to this hospital.

### Interdepartmental Coordination

This easement has been reviewed and recommended for approval by all applicable City Departments as part of the regular site plan review process.

**Fiscal Impact**

This access easement has no fiscal impact to the City.

**Legal Review**

The easement language was prepared by the City Attorney.



COUNTY OF BONNEVILLE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public, in and for said State, personally appeared Rebecca L. Noah Casper, known or identified to me to be the Mayor of Idaho Falls, Idaho, and whose name is subscribed to the within instrument and acknowledged to me that she is authorized to execute the same for and on behalf of said City of Idaho Falls.

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: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

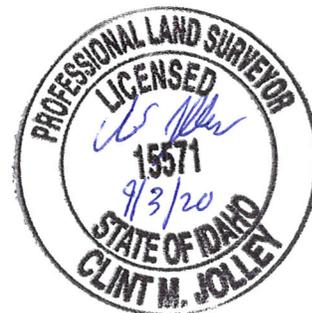
(Seal)

**Exhibit A**

"Easement Area"

A PARCEL OF UNPLATTED LAND LYING SOUTH OF LOTS 6 AND 7, BLOCK 109 ROSE NIELSON ADDITION, DIVISION NO. 110, TO THE CITY OF IDAHO FALLS, COUNTY OF BONNEVILLE, STATE OF IDAHO, AND NORTH OF LOTS 4, BLOCK 5 OF THE 1<sup>ST</sup> AMENDED CHANNING WAY ADDITION DIVISION NO. 5, TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE N 89°32'30" W 159.19 FEET ALONG THE NORTH LINE OF SAID LOT 4 TO THE POINT OF BEGINNING; THENCE N 89°32'30" W 60.01 FEET ALONG THE NORTH LINE OF SAID LOT 4; THENCE N 00°24'02" W 49.66 FEET TO THE SOUTHERLY LINE OF SAID LOT 6; THENCE S 89°32' 30" E 60.01 FEET ALONG THE SOUTH LINE OF LOTS 6 AND 7. BLOCK 109; THENCE S 00°24'02" E 49.66 FEET TO THE POINT OF BEGINNING.



**Exhibit A-1**

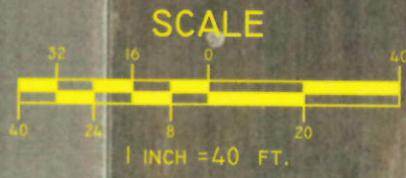
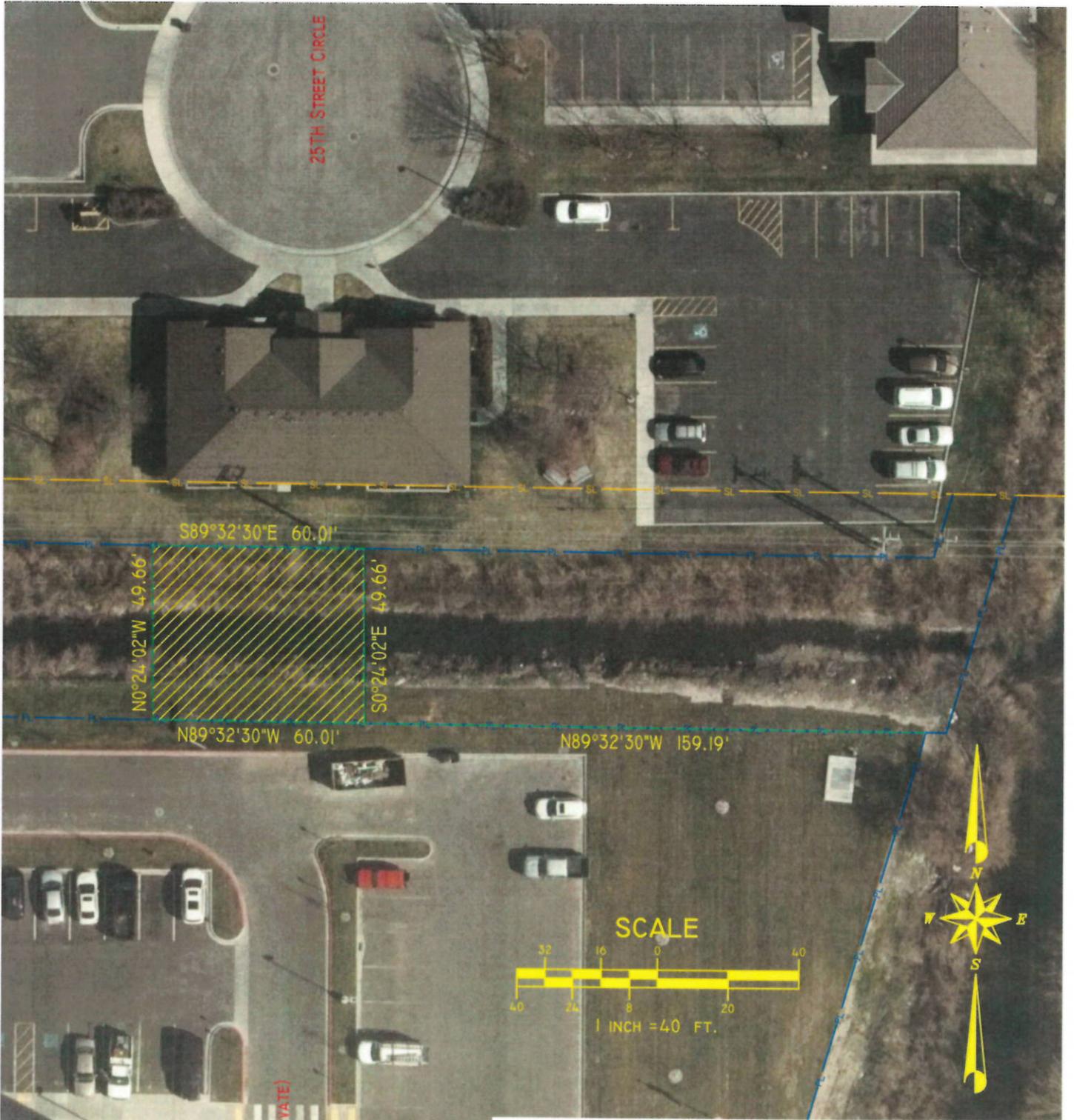
"Benefited Property"

**Tract 1:** (Property South of the Easement Area)

Lot 4, Block 5, 1st Amended Plat of Channing Way Addition, Division No. 5, an Addition to the City of Idaho Falls, Bonneville County, Idaho, according to the plat recorded October 24, 2002, as Instrument No. 1092344.

**Tract 2:** (Property North of the Easement Area)

Lots 6 and 7, Block 109, Rose Nielsen Addition, division No. 110, to the City of Idaho Falls, County of Bonneville, State of Idaho, according to the recorded plat thereof.



EMERGENCY ACCESS  
EASEMENT AREA  
AT STORM POND OUTLET  
IDAHO FALLS  
COMMUNITY HOSPITAL  
SKETCH OF EASEMENT

DWG: IF COMMUNITY HOSPITAL EMERGENCY ACCESS EASEMENT.DWG

|                    |                          |                          |                   |
|--------------------|--------------------------|--------------------------|-------------------|
| SCALE:<br>1" = 40' | PROJ. NO.<br>SWR 00-0000 | PLOT DATE:<br>2020-09-03 | SHEET NO.<br>  OF |
|--------------------|--------------------------|--------------------------|-------------------|



# MEMORANDUM

**FROM:** Randall Fife  
**DATE:** Thursday, September 3, 2020  
**RE:** Code Definition Ordinance

### Council Action Desired

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

Approve the Ordinance clarifying and making uniform definitions in the City Code under a suspension of the rules requiring three complete and separate readings and request 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, reject the Ordinance, or take other action deemed appropriate).

### Description, Background Information & Purpose

The City Code has commonly-used terms across the Code’s sections, chapters, and titles. This Ordinance would move commonly used definitions to a definitions section that would apply to the entire City Code. The goal of this effort is to standardize and consolidate commonly used definitions, modernize the City Code, and to clarify Code interpretations.

### Relevant PBB Results & Department Strategic Plan

- |   |   |   |   |   |  |   |   |
|---|---|---|---|---|--|---|---|
|  |  |  |  |  |  |  |  |
| <input type="checkbox"/>  | <input checked="" type="checkbox"/>   | <input type="checkbox"/>  | <input type="checkbox"/>  | <input type="checkbox"/>  | <input type="checkbox"/>   | <input type="checkbox"/>  | <input type="checkbox"/>  |

Clarifying and consolidating commonly used definitions would promote the City’s Governance objectives.

### Interdepartmental Coordination

N/A

### Fiscal Impact

The action will have no known fiscal impact to City finance.

**Legal Review**

Draft Ordinance reviewed by Legal Department.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING MULTIPLE CITY CODE PROVISIONS (ESPECIALLY TITLE 1, CHAPTER 3) TO STANDARDIZE DEFINITIONS IN THE CODE AND TO PROVIDE FOR RULES AND STANDARDS OF INTERPRETATION AND CONSTRUCTION OF THE CODE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City Code sets out expectations regarding health, safety, and welfare of residents and visitors within City limits; and

WHEREAS, regulations should, to the extent possible, be consistent, predictable, clear, and fair; and

WHEREAS, occasional review of the Code is helpful; and

WHEREAS, in the case, review suggests that the rules for construction and interpretation of the City Code and general definitions used throughout the Code could be adjusted; and

WHEREAS, the rules of construction and interpretation will make the City Code more clear and useful; and

WHEREAS, the definitions will also make the Code and its regulations more clear; and

WHEREAS, the Council desires to adopt this Ordinance in order to better serve those regulated by the authority vested in the Council for such purposes.

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

**SECTION 1.** Title 1, Chapter 3, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

1-3-1: GENERAL CITY CODE RULES OF GENERAL CONSTRUCTIONAL RULE:

A. Except as expressly stated in this Code, all words shall have their ordinary, generally accepted meaning. All general provisions, terms, phrases, and expressions contained in this Code shall be liberally construed in order to carry out the true intent and meaning of the Code. Code provisions represent the minimum requirements adopted by the Council for the promotion and sustaining of public health, safety, and general welfare. Where any specific provision of this Code imposes greater restrictions upon the subject matter than a general provision imposed by this Code, the provision imposing the greater restriction or regulation shall be deemed to be controlling.

A.B. 1-3-2: PLURAL AND SINGULAR WORDS: Except as expressly stated in this Code, all words shall have their ordinary, generally-accepted meaning. Whenever any word in this Code is used in either the singular or in the plural form, then such word shall be deemed to include both the plural and singular forms of such word, unless the context indicates ~~an intent~~ otherwise.

C. 1-3-3: MASCULINE AND FEMININE GENDER USAGE: When any person is referred to in any ~~Section~~ provision of this Code by use of the masculine gender, then such reference shall be deemed to include ~~the all~~ feminine genders ~~unless the context indicates an intent otherwise.~~

D. 1-3-4: PRIORITY OF ORDINANCES ADOPTED: In the event of any discrepancy or conflict between this Code and any subsequent ordinances ~~passing or amending~~ the same ~~Section~~ provision of this Code, then the provisions of the most recent ordinance shall prevail.

E. REFERENCES TO DAY, MONTH, QUARTER, YEAR: “Day” shall be any twenty-four (24) hour period from midnight to midnight. “Month” shall mean one (1) of any of the twelve (12) Gregorian calendar months. “Year” shall mean one (1) Gregorian calendar year and shall include a leap year, where applicable. Whenever certain hours are named herein, they shall mean current local time (e.g. Mountain Standard Time or Daylight Saving Time) as it is applied to the Code provision.

F. JOB TITLES AND DELEGATION TO SUBORDINATES: Where the title or job position of an elected official, administrative officer, City employee, or Department Director is used in this Code (e.g., Mayor, Clerk, City Attorney, Public Works Director, Fire Chief, Chief of Police, etc.), such shall include all subordinates, employees, agents, designees, and representatives, who are authorized to act in their behalf. Whenever a Code provision requires a Department Director, the Clerk, or some other City officer to do an act or perform a duty, this Code shall be construed to designate, delegate, and authorize their subordinates to perform the required act or perform the duty, unless a Code provision specifies otherwise.

G. LIABILITY AND RESPONSIBILITY OF EMPLOYER OR AGENT: All violations of this Code shall constitute a misdemeanor, unless specified otherwise. Liability of employers and agents occurs/exists when a provision of this Code prohibits the commission or omission of an act regulated by this Code. Not only the person actually doing the prohibited thing or omitting the directed act, but also the employer and all other persons concerned or aiding or abetting the person shall be guilty of the offense described and shall be liable for the penalty set forth in the Code.

H. SEVERABILITY: Should any title, section, subsection, provision, part, or portion of this Code or of any Ordinance which may be hereafter passed, approved, and published as required by law, be declared by any court of competent jurisdiction to be unconstitutional or void, such adjudication shall in no way affect the remaining portion of such title, section, subsection, provision, part, or portion of this Code.

I. CAPTIONS AND HEADINGS: The captions, headings, and titles used at the commencement of each title, provision, heading, section, or subsection of this Code are used only

to indicate general content and shall not limit, modify, or in any manner affect the scope, meaning, or intent of the title, provision, heading, section, or subsection.

1-3-25: GENERAL CODE DEFINITIONS: Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below; ~~unless the context clearly indicates otherwise:~~

AGENT: A person ~~acting~~ authorized to act on behalf of another.

AIRPORT: The Idaho Falls Regional Airport (or “IFRA” or the “Airport” and formally known as “Fanning Field” or “Idaho Falls Municipal Airport”).

BUILDING OFFICIAL: The Director of the Community Development Services Department of the City, or his or her nominee.

CITY: The City of Idaho Falls, County of Bonneville, State of Idaho, established pursuant to the Idaho Constitution.

~~CITY ATTORNEY: An attorney appointed by the Mayor to provide general counsel and legal assistance to the City and to prosecute or defend all civil actions in which the City is a party.~~

~~CITY ATTORNEY PROSECUTING: An attorney appointed by the Mayor to prosecute violations of this Code.~~

CLERK: The person approved by the Council pursuant to Idaho Code Title 50, Chapter 2.

CODE: “The Code” or “this Code” (sometimes referred to as the Idaho Falls City Code or “IFCC”) shall mean the collected current Ordinances of the City, including, but not limited to, the Zoning Code, Sign Code, Subdivision Code, and City-adopted Uniform or International Codes.

COUNCIL: The lawfully elected or appointed members of City Council of the City pursuant to Idaho Code Title 50, Chapter 7.

CRIME: An act in violation of this Code, unless specified otherwise.

FELONY: A crime, as defined under Idaho Code, ~~Section Title 18, Chapter 1-111.~~

HIGHWAY: A travel way, as defined at Idaho Code Title 49, Chapter 1.

IDAHO CODE: The Idaho Code or State law shall mean the Idaho State Constitution and the Idaho Statutes containing the General Laws of Idaho.

INFRACTION: A civil public offense, not constituting a crime, and which is punishable only by a fine for which no incarceration may be imposed.

~~INTERNATIONAL BUILDING CODE: The International Building Code as adopted by Ordinance of the City.~~

~~INTERNATIONAL FIRE CODE: The International Fire Code as adopted by Ordinance of the City.~~

~~INTERNATIONAL RESIDENTIAL CODE: The International Residential Code as adopted by Ordinance of the City.~~

KNOWINGLY: A person acts “knowingly” when they realize what he or she is doing, is aware of the nature of his or her conduct, and did not act through ignorance, mistake, or accident. Imports only a knowledge that the facts exist which bring the act or omission within the provisions of this Code. It does not require any knowledge of the unlawfulness of such act or omission.

LAND, REAL ESTATE, REAL PROPERTY: Land, and everything which is naturally part of the land or permanently added to or built upon land. This definition also includes intangible legal interests in land, such as tenements, hereditaments, water rights, possessory rights, and other legal claims. This includes lands, tenements, hereditaments, water rights, possessory rights or claims.

LICENSE: The permission granted for the carrying on of a business, trade, profession, or occupation.

MISDEMEANOR: Every crime except a felony or infraction.

NEGLECT, NEGLIGENCE, NEGLIGENT, AND NEGLIGENTLY: The failure to exercise reasonable care that would protect others against an unreasonable risk of harm. A person acts “negligently” when he or she should be aware of a substantial and unjustifiably risk that harm will likely result from his or her conduct and a reasonable person would have observed the risk in the actor’s situation. To import a want of or lack attention to the nature or probable consequences of an act or omission that a reasonable, prudent person ordinarily bestows in acting in their own concern.

OATH: An act that obligates a person to publically commit to a norm or duty and includes “affirmation”, “swear”, and “affirm”. Every mode or oral statement under oath or affirmation is included in the term “testify” and, if written, included in the term “depose”.

OCCUPANT: Any person who ~~occupies~~ is or has the right to be physically present or to the use, in the whole or any part, of such a building, property, or land whether alone or with others.

OFFENSE: A crime or other violation of this Code.

OPERATOR: The person who is generally in charge of or responsible for conducting any business, profession, or enterprise.

ORDINANCE: A general health, safety, or welfare regulation applicable within City limits, adopted pursuant to the authority delegated to the City by the Idaho Constitution, Idaho Code, and the City Charter.

OWNER: Any person owning or possessing or acquiring a financial or ~~possessor's~~ possessory interest in real or personal property, including any part owner, joint owner, tenant in common, joint tenant, remainderman, or person holding an equitable or a life estate or reversionary interest of any kind. This definition includes part owners, joint owners, tenants in common, point tenants, and lessees of buildings or land, regardless of whether the lease is for the whole or part of such building or land. ~~As applied to building or land, any part owner, joint owner, tenant in common, point tenant or lessee of the whole or part of such building or land.~~

PERSON: A human being or group of individuals and any public or private corporation, firm, partnership, trust, estate, sole proprietorship, joint stock company, cooperative, association, organization, government, body corporate and politic, or any other entity recognized under Idaho law.

PERSONAL PROPERTY: Any movable or intangible thing that is subject to ownership and not classified as real property. This definition includes money, goods, chattels, evidences of debt, and general intangibles, as these terms are defined by the Idaho Uniform Commercial Code, Idaho Code Title 28, as amended. ~~Money, goods, chattels, effects, rights in action and all written instruments evidencing any pecuniary obligation. Includes money, goods, chattels, rights in action, evidences of debt, and general intangibles, as defined in the Uniform Commercial Code, Idaho Code Title 28, as amended.~~

PREMISES: A building and the contiguous land to the building.

PROPERTY: Includes both real and personal property.

RESOLUTION: Council adopted statement of policy or intent but which is not an Ordinance.

RIGHT-OF-WAY: The privilege of the immediate use of the roadway or other property.

SIGNATURE: Includes any name, mark, or sign written with the intent to authenticate any instrument of writing.

STANDARD DRAWINGS AND ENGINEERING SPECIFICATIONS: The Standard Drawings and Engineering Specifications as adopted by the Council from time to time by Ordinance or Resolution.

STATE: The State of Idaho.

STREET: All public roads, highways, ways, alleys, and ~~rights~~ ~~rights-of-way~~ ~~way~~ and easements used for the movement of vehicular traffic, including any public sidewalks adjacent thereto.

TENANT: A person who pays rent in exchange for a possessory right to use or occupy another's land, typically under a lease or a similar agreement. Any person who occupies any building or real property for a consideration to the owner.

THOROUGHFARE: Includes highways, streets, alleys, lanes, courts, boulevards, public ways, public squares, public spaces, and sidewalks.

UNIFORM CODE FOR ABATEMENT OF DANGEROUS BUILDINGS: The Uniform Code for Abatement of Dangerous Buildings as adopted by ordinance of the City.

UNIFORM PLUMBING CODE: The International Plumbing Code as adopted by Ordinance of the City.

WILLFULLY: Some definitions of "willfully" are very closely related with definitions of "knowingly." The United State's Supreme Court distinguishes between "knowingly" and "willfully" by requiring the government to prove that a defendant acted with a "bad purpose" to establish "willfully." "Willfully" requires that the government prove that the defendant knew his or her conduct was unlawful and that the defendant intended to do something that the law forbids. *Bryan v. United States*, 524 U.S. 184 (1998).

This "willful" violation of the law interpretation would run counter to the second sentence of this definition (although I think that the definition ought to control).

I suggest that we go through the City Code and review references to "willfully" and determine whether "knowingly" ought to be replaced.

When applied to the intent with which an act is done or omitted, implies simply a purpose or willingness to commit the act or make the omission referred to. It does not require any intent to violate law, or to injure another, or to acquire any advantage.

WRITING: Includes, but is not limited to, handwriting, typewriting, printing, photostating, photographing and every means of recording, including letters, words, pictures, sounds or symbols or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, magnetic or punched cards, discs, drums, or other documents.

1-3-6: CAPTIONS: The captions and titles used at the commencement of each section or subsection of this Code are used only to indicate the content of the section and shall not limit, modify or in any manner affect the scope, meaning or intent of the provisions thereafter.

**SECTION 2.** Title 1, Chapter 3, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

1-3-5: DEFINITIONS: Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below, ~~unless the context clearly indicates otherwise:~~

...

~~CITY: The City of Idaho Falls, County of Bonneville, State of Idaho.~~

...

**SECTION 2.** Title 3, Chapter 9, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

3-2-9: EMS DIVISION

...

~~CITY COUNCIL: The City Council of the City of Idaho Falls, Idaho.~~

...

~~PERSON: Any individual, firm, partnership, association, corporation, trust group of individuals acting together for a common purpose, or organization of any kind, excluding any public corporation or agency.~~

...

**SECTION 3.** Title 4, Chapter 2, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

4-2-1: DEFINITIONS: Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below~~Certain words and phrases used in this Chapter are defined as follows:~~

...

~~LICENSE: A license issued by the City to a qualified person, under which it shall be lawful for the licensee to sell and dispense liquor by the drink at retail.~~

~~LICENSEE: The person to whom a license to sell and dispense liquor by the drink is issued under the provisions of this Chapter.~~

~~LIQUOR: Any All kinds of liquor which may be sold by and in a State liquor store of the State of Idaho.~~

...

**SECTION 4.** Title 4, Chapter 3, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

4-3-1: DEFINITIONS: Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below~~Certain words and phrases used in this Chapter are defined as follows:~~

...

**BEER:** Any beverage obtained by the alcoholic fermentation of an infusion or decoction of barley, malt and/or other ingredients in drinkable water and which contains ~~not more than four percent (4%)~~ alcohol, as defined and regulated by the Idaho State Code by weight.

...

**LICENSE:** ~~A license issued by the City authorizing a licensee to sell beer at retail.~~

**LICENSEE:** ~~A qualified person, including a retailer, to whom a license for the retail sale of beer is issued pursuant to this Chapter.~~

...

**SECTION 5.** Title 4, Chapter 7, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

4-7-2: **DEFINITIONS:** Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below~~Certain words and phrases used in this Chapter are defined as follows:~~

**BUILDING:** ~~Any structure used or intended to support or shelter any use or occupancy as defined by the International Building Code.~~

...

**BUILDING OFFICIAL:** ~~An officer or employee of the City charged with the administration of this Chapter and the International Building Code.~~

...

**SECTION 6.** Title 4, Chapter 9, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

4-9-2: **DEFINITIONS:** ~~For the purposes of this Chapter, the following terms, phrases, and words, and derivations thereof, shall have the meanings given in this~~ Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below~~section:~~

...

**CITY:** ~~The City of Idaho Falls, Idaho.~~

**EMERGENCY:** ~~Any condition which requires or is expected to require a response of police or public safety personnel.~~

...

~~PERSON: Any individual, partnership, association, corporation, limited liability company, trust, or organization of any kind, including a government entity or political subdivision thereof.~~

...

**SECTION 7.** Title 4, Chapter 12, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

4-12-2: GARAGE SALE DEFINED: As used in this Chapter, a "garage sale" is a sale of new or used personal property, not more than three (3) consecutive days in duration and conducted not more frequently than once every six (6) months at the same location.

**SECTION 7.** Title 4, Chapter 16, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

4-16-2: DEFINITIONS: ~~Certain terms used in this Chapter shall have the meaning ascribed below~~ Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below:

...

~~ZONING ORDINANCE: The Zoning Ordinance of the City of Idaho Falls, Idaho (Ordinance No. 1941) as presently constituted or as may be amended hereafter.~~

**SECTION 8.** Title 5, Chapter 1, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

~~5-1-2 DEFINITION OF CRIME. A crime or public offense is an act committed or omitted in violation of a law forbidding or commanding it, and for which any person may be punished by imprisonment or fine.~~

5-1-~~32~~ PUNISHMENT OF CRIMES. Every person committing a crime, other than an infraction, is punishable by imprisonment for a term not exceeding six (6) months, or by a fine in an amount set from time to time by Resolution of the Council, or by both, or by any other fine, imprisonment or combination thereof, permitted by Idaho Code Section 50-302. Any person committing an infraction is punishable only by a penalty in an amount set from time to time by Resolution of the Council.

5-1-~~43~~ PROSECUTIONS AGAINST CRIMES. The City may prosecute any corporation for violation of this Criminal Code. In any such prosecution, it shall be sufficient to make the corporation in its corporate name a defendant and service may be procured against the corporation in the same manner as permitted under the Criminal Code of the State of Idaho. Any judgment

imposed by the court against a corporation, shall have the force and effect of a judgment in a civil action, and execution against a corporation may issue in the same manner as in civil actions. Any summons served upon a defendant corporation shall contain a statement that the corporation shall appear forthwith and defend said action, and in the event of its failure to do so, a plea of not guilty will be entered by the court, and the trial will proceed as if the corporation had appeared. A copy of the Complaint shall be attached to and served with the Summons.

5-1-54 UNION OF ACT AND INTENT. In every crime there must exist a union, or joint operation, of act and intent, or criminal negligence.

5-1-65 MANIFESTATION OF INTENT. The intent to commit a crime is manifested by the circumstances connected with the crime and the sound mind and discretion of the accused.

5-1-76 TERRITORIAL JURISDICTION. Any person who commits a crime within the City is punishable as set forth in this Criminal Code. A crime is committed for the purposes thereof when all elements of the crime have occurred; however, a person is punishable under this Code whenever any element of the crime is committed within the City.

**SECTION 8.** Title 5, Chapter 5, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

5-5-1 DEFINITIONS: ~~For the purposes of this Chapter, certain terms shall have the meanings ascribed below~~ Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below:

...

~~At large. An animal shall be deemed to be at large when found to be located off the property of the owner and not under restraint or control.~~

...

Enclosure. A fence or structure suitable to prevent the escape of ~~the~~ an animal, or the entry of young children.

...

~~Person. An individual, corporation, partnership, limited liability company, or other organization commonly recognized by law.~~

...

**SECTION 9.** Title 5, Chapter 6, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

5-6-1: DEFINITIONS: Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below~~Certain terms used in this Chapter shall have the meaning ascribed below:~~

...

(F) ENCLOSURE: A fence or structure suitable to prevent the escape of the an animal, or the entry of young children.

...

(I) OWNER: ~~A person having the right of property or custody of an animal or who keeps or harbors an animal or knowingly permits an animal to remain on or about any premises occupied, owned, or controlled by that person.~~

(J) PERSON: ~~Any individual, corporation, partnership, organization or institution commonly recognized by law as a unit.~~

(K) RESTRAINT: A dog shall be considered under restraint if it is confined within a structure or fenced yard, is secured by a leash, lead or chain or is confined within a vehicle in a manner that prevents escape.

(L) UNLICENSED DOG: A dog for which a license has not been issued for the current year, or to which the tag provided for in this Chapter is not attached.

(M) VACCINATION: The inoculation of an animal against rabies in accordance with state law and the "Compendium of Animal Rabies Prevention and Control" published by the National Association of the State Public Health Veterinarians and published annually in the Journal of the American Veterinary Medical Association.

**SECTION 10.** Title 5, Chapter 8, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

5-8-2 DEFINITIONS. ~~For the purposes of this Chapter, certain terms shall have the meanings ascribed below:~~ Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below:

...

Owner. ~~Any person having a fee ownership in real property.~~

...

**SECTION 11.** Title 5, Chapter 9, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

5-9-1 DEFINITIONS. ~~For the purposes of this Chapter, certain terms shall have the meanings ascribed below: Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below:~~

...

~~Operate. To navigate or otherwise use a motorboat or vessel.~~

~~Owner. A person, other than a lien holder, having an interest in or title to a motorboat. The term includes a person entitled to the use or possession of a motorboat subject to an interest in another person, reserved or created by agreement and securing payment of performance of an obligation, but the term excludes a lessee under a lease not intended as security.~~

~~Person. An individual, partnership, firm, corporation, association or other entity.~~

...

**SECTION 13.** Title 6, Chapter 3, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

6-3-2: DEFINITIONS: ~~For the purposes of this Chapter, Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below~~certain words and phrases are defined as follows:

~~(A) Applicant:~~APPLICANT: A person making an application for a Child Care Facility license or Child Care Worker Certification or the renewal of such certification, under the provisions of this Chapter.

~~(B) Building Official:~~BUILDING OFFICIAL: The Building Official of the City as designated under the International Building Code adopted by the City.

~~(C) Certified Child Care Worker:~~CERTIFIED CHILD CARE WORKER: A person having obtained a Child Care Worker Certificate from the City for working in a Child Care Facility.

~~(D) Chief of Police:~~CHIEF OF POLICE: The Chief of Police of the City, or his or her nominee.

~~(E) Child:~~CHILD: An individual less than twelve (12) years of age who receives or is receiving Child Care at a Child Care Facility. Children seventeen (17) years or younger shall be considered a "Child" if they are mentally or developmentally disabled or delayed.

~~(F) Child Care Center:~~CHILD CARE CENTER: A Child Care Facility that provides child care for thirteen (13) or more children at any given time upon the Premises of a Child Care Facility.

~~(G) Child Care Facility:~~CHILD CARE FACILITY: The generic term for any child care facility, whether it is a Child Care Center (for thirteen or more children), Group Child Care Facility (for six (6) to twelve (12) children), or Family Child Care Facility (for one (1) to five (5) children).

~~(H) Child Care:~~CHILD CARE: Care or supervision of a child for monetary compensation where such child is not related by blood or marriage within the second degree of consanguinity to the person or persons providing the care, in a place other than the child's own home.

~~(I) Child Care Facility License:~~CHILD CARE FACILITY LICENSE: Any child care facility license required by this Chapter.

~~(J) Child Care Worker:~~CHILD CARE WORKER: A person who provides child care at a Child Care Facility.

~~(K) Child Care Training:~~CHILD CARE TRAINING: Preparation, instruction and education related to child care that increases the knowledge, skill and abilities of a Child Care Worker or Volunteer and which is part of an educational/technical curriculum.

~~(L) City:~~ The City of Idaho Falls, Idaho.

~~(M) City Council:~~ The duly elected City Council of the City.

~~(N) Contact:~~CONTACT: Verbal communication with and in the presence of a child or the act of being in immediate physical proximity to a child.

~~(O) Criminal Background Investigation:~~CRIMINAL BACKGROUND INVESTIGATION: A background investigation performed pursuant to Idaho Administrative Code, Section 16.05.06.

~~(P) Department:~~DEPARTMENT: The Idaho Department of Health and Welfare.

~~(Q) Director of the Community Development Services Department:~~DIRECTOR OF THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT: The Director of the Community Development Services Department of the City, or ~~his or her~~their nominee.

~~(R) EIPHD:~~ Eastern Idaho Public Health District. EIPHD will be responsible for health and safety inspections of Child Care Facilities.

~~(S) Facility:~~FACILITY: The generic term referring to a Child Care Center Facility, Group Child Care Facility, or Family Child Care Facility.

~~(T) Family Child Care Facility:~~FAMILY CHILD CARE FACILITY: A home, place, or facility that provides child care for no more than five (5) children at any given time upon the Premises of a Child Care Facility.

~~(U) Fire Marshal:~~FIRE MARSHAL: The Fire Marshal of the City of Idaho Falls, or ~~his or her~~their nominee.

~~(V) Group Child Care Facility:~~GROUP CHILD CARE FACILITY: A home, place, or facility that provides child care for at least six (6), but no more than twelve (12) children at any given time upon the Premises of a Child Care Facility.

~~(W) Immediate Family Member:~~IMMEDIATE FAMILY MEMBER: A person related by blood or marriage within the second degree of consanguinity to an owner or operator of a Child Care Facility.

~~(X) Licensee: A person having a City Child Care license in full force and effect, issued hereunder for ownership or operation of a child care facility.~~

~~(Y) Mayor: The duly elected Mayor of the City.~~

~~(Z) Member of the Household:~~MEMBER OF THE HOUSEHOLD: Any person who resides in, or on the property of, a facility providing Child Care.

~~(AA) Multi-Use Facility:~~MULTI-USE FACILITY: A Child Care Facility which is owned by a person who conducts business or engages in commercial functions for pecuniary gain in addition to child care upon the Premises of a Child Care Facility.

~~(BB) Occasional Care:~~OCCASIONAL CARE: Care provided for compensation on an infrequent or intermittent basis by neighbors or family members that does not exceed forty (40) days in a calendar year.

~~(CC) On-Site Non-Provider:~~ON-SITE NON-PROVIDER: A person who is not a Child Care Worker or a Child Care Operator and who is either:

(1) A Resident of a Child Care Facility including immediate family members of the operator/director, and who has or may have unsupervised contact with children, or

(2) Janitorial or lunch room staff, a bookkeeper, office manager, secretary, receptionist or other person employed at a Child Care Facility and who may have regular unsupervised contact with children, exclusive of child care operators or child care workers.

(3) Any friend, significant other or neighbor who regularly visits the Child Care Facility.

~~(DD) Operator:~~OPERATOR: A person who is physically present at a Child Care Facility and whose primary responsibility is the supervision and operation of the Child Care Facility during any time when Child Care is being provided upon the premises.

~~(EE) Owner:~~OWNER: A person who owns any interest in, possesses or operates a Child Care Facility. Such interest may, without limitation, include an interest as a sole proprietorship, a partnership interest, shareholder of a corporation, a beneficiary or trustee of a trust or a member of a limited liability company.

~~(FF) Person~~ **PERSON**: Any individual, partnership, association, corporation, limited liability company, or private organization of any kind.

~~(GG) Premises~~ **PREMISES**: For commercial buildings, the part of the building owned or leased for daycare facility, including parking areas and outside play areas. For home daycares, "Premises" means, the entire home, including outside play areas.

~~(HH) Regular~~ **REGULAR**: A frequency of at least once each calendar week.

~~(II) Relative~~ **RELATIVE**: Individuals related to a child by blood, marriage, or adoption within the second degree of consanguinity.

~~(JJ) Resident~~ **RESIDENT**: Any individual twelve (12) years of age or older who resides in a Child Care Facility.

~~(KK) Visitor~~ **VISITOR**: An individual who is a guest or invitee at a Child Care Facility on a random or infrequent basis.

~~(LL) Volunteer~~ **VOLUNTEER**: A person who intermittently provides care for children or other personal services to a Child Care Facility without pay or remuneration of any kind.

**SECTION 14.** Title 7, Chapter 9, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

7-9-12: **DEFINITIONS:** The words and terms used in this Sign Code shall have the meanings indicated below.

...

~~**BUILDING:** Any structure built for the support, shelter, and enclosure of persons, animals, chattels, or property of any kind.~~

...

~~**OFFICER:** Includes officers and boards in charge of departments and the members of such boards, and such references as to the Clerk or City Treasurer, as the case may be applicable.~~

~~**PERSON:** A person, association, partnership or corporation, trust or any other entity recognized by law.~~

...

~~**SIGN, BUILDING:** Any sign that is permanently attached to a building including: wall signs, awning signs, projecting sign, window signs, and roof signs.~~

**SECTION 15.** Title 8 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

8-2-6: DEFINITIONS: Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below~~The following words and phrases shall have the meaning defined herein:~~

~~AIRPORT: The Idaho Falls Regional Airport (or "IFRA" or the "Airport" and formally known as "Fanning Field" or "Idaho Falls Municipal Airport".)~~

...

**SECTION 5.** Title 8, Chapter 3, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

8-3-4: ALCOHOLIC BEVERAGES ON CITY PROPERTY:

(A) Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below~~The terms defined below shall have the following meanings when used in this section:~~

...

WINE: Any alcoholic beverage containing not more than ~~fourteen~~ sixteen percent (164%) alcohol by volume obtained by the fermentation of the natural sugar content of fruits or other agricultural products containing sugar whether or not other ingredients are added.

...

**SECTION 5.** Title 8, Chapter 4, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

8-4-2: DEFINITIONS: Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below~~Certain terms used in this Chapter shall have the meanings ascribed below:~~

...

FAST FOOD RESTAURANT: A restaurant which possesses all three (3) of the following characteristics: 1) all food orders are placed at a counter, 2) drive-thru window service, and 3) meals are served in paper, plastic, or other types of disposable materials.

...

**SECTION 5.** Title 8, Chapter 9, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

8-9-2: DEFINITIONS: Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below:

~~(A) Terms used in this Chapter shall have the meanings ascribed below:~~

~~1-ANSI A300: That certain standard tree, shrub and other woody plant maintenance standard practice as set forth in ANSI A300 (Part I)—2001, as published by the American National Standards Institute, Inc., May 22, 2001 Edition. TITLE 8,~~

~~2-ANSI Z133.1: That certain safety standard regarding the planting and maintenance of trees in proximity to utility lines as published by the American National Standards Institute, Inc. May 22, 2001, Edition.~~

~~3-CITY FOREST: The sum of all trees and shrubs within the City.~~

~~4-CITY FORESTER: The person appointed by the Director to carry out the duties and functions set out in the Chapter.~~

~~5-CRITICAL ROOT ZONE: The area under a tree extending from the base of a tree in all directions to a line ten (10) feet outside of the drip-line.~~

~~6-DIRECTOR: The duly appointed Director of City Parks and Recreation Department or designee.~~

~~7-MEMORIAL TREE: A tree that has been specifically approved by the Urban Forester to be planted as a special commemorating memorial.~~

~~8-PARK TREE: Any public tree, shrub, bush and woody vegetation located in or upon any public park owned by the City, but excluding trees in the public right-of-way.~~

~~9. PERSON: Any individual, firm, partnership, corporation, association, company, or other governmental entity or organization of any kind.~~

~~10-PRIVATE TREE: Any tree that is not a public tree.~~

~~11-PRIVATE TREE SERVICE COMPANY: Any company or person engaged in the business of tree pruning, trimming, removal within or without the City, whose gross receipts are more than five hundred dollars (\$500) in any calendar year.~~

~~12-PUBLIC RIGHT-OF-WAY: Improved or unimproved public property owned by, dedicated to, or deeded to, the public or the public's use for the purpose of providing vehicular, pedestrian and other public use. Such public property includes, but is not limited to, streets, alleys, sidewalks, public utility.~~

~~13-PUBLIC TREE: Any tree located upon public property owned or managed by the City, including a street tree.~~

~~14.~~ SHRUB: A woody perennial plant, branched at or near the base and which at maturity is expected to grow less than fifteen (15') feet in height.

~~15.~~ STREET TREE: Any tree, shrub, bush, and all other woody vegetation whose critical root zone is located on or encroaches into any public right-of-way or whose branches overhang any public right-of-way owned or managed by the City, or an adjacent property owner.

~~16.~~ TOPPING: The severe cutting back of limbs to stubs larger than three (3") inches in diameter within the tree's crown or the removal of the top part (trunk and limbs) of a coniferous tree, thereby removing the normal canopy and disfiguring the tree.

~~17.~~ TREE: A woody and perennial plant, usually having one main stem or trunk and many branches and which, at maturity is expected to exceed fifteen (15') feet in height and two (2") inches in diameter. The failure to achieve such height at maturity shall not preclude its consideration as a tree.

...

**SECTION 5.** Title 8, Chapter 10, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

**8-10-10 SIDEWALK, HAIL, SNOW, SLEET AND/OR ICE REMOVAL REQUIRED.**

(A) Definitions:

~~(1) Agent. Any person under a legal or contractual obligation to remove hail, snow, sleet and/or ice on a Sidewalk for an owner or lessee of property within the City, whether or not for compensation.~~

~~(21) Precipitation Event. Any product of the condensation of atmospheric water vapor (including hail, snow, sleet, and ice) that falls under gravity within City limits, as determined by the National Weather Service Station at the Idaho Falls Regional Airport.~~

~~(32) Sidewalk. Any concrete, asphaltic paving or brick material adjacent to a City street, easement, right-of-way or other public way, whether within a public right-of-way or on private property, designated and/or used by pedestrians for travel.~~

...

**SECTION 5.** Title 8, Chapter 12, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

8-12-2: DEFINITIONS: Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below~~For the purposes of this Ordinance words and phrases used herein shall have the meanings ascribed below:~~

...

~~AIRPORT: The City of Idaho Falls Regional Airport.~~

...

**SECTION 16.** Title 9, Chapter 5, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

9-5-2: DEFINITIONS: ~~Certain terms used in this Chapter shall have the meanings herein given to them~~ Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below:

...

~~VEHICLE: Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices used exclusively upon stationary rails or tracks.~~ As used in this Chapter, "vehicle" shall have the same meaning as under Chapter 1, Title 49 of the Idaho Code.

...

**SECTION 16.** Title 10, Chapter 1, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

10-1-3: DEFINITIONS: Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below:

ACCESS PRIVATE: Any street, road, drive, alley, or other privately-owned way used to obtain direct vehicular access to a public street or alley.

ACCESS PUBLIC: Any street, road, highway, alley, or other publicly dedicated and accepted way designed for movement of vehicular traffic.

ALLEY: A public way designed to serve as secondary access to the side or rear of lots that have principal access on some other street.

AGRICULTURAL LAND: Land used strictly for the cultivation of crops or for animal husbandry and which is held in tracts or parcels no smaller than ten (10) acres in area.

AMENDED PLAT: A change in the plat of an approved or recorded subdivision that affects the layout of any street or area reserved for public use or that creates any additional lots.

**AREA OF CITY IMPACT:** The agreement between the City and Bonneville County, as amended, adopted pursuant to Idaho Code 67-6526 and on file with Community Development Services Department.

**BLOCK:** A tract of land bounded by streets, alleys, parks, cemeteries, rights of way, or other public boundary lines.

**BUILDING:** Any structure built for the protection, shelter, or enclosure of persons, animals, chattels, or property of any kind.

~~**CITY:** The City of Idaho Falls.~~

**COMMISSION:** The Planning and Zoning Commission of the City.

**COMPREHENSIVE PLAN:** The current, legally adopted and amended Comprehensive Plan of the City.

~~**COUNCIL:** The lawfully elected City Council of the City.~~

**CUL-DE-SAC:** A local street with only one (1) outlet and having a safe and convenient circuit for traffic reversal.

**DEDICATION:** The setting apart and acceptance by the Council of land or an interest in land for use by the public.

**DEVELOPER:** A person who subdivides or proposes to subdivide land, whether as an owner or an agent of an owner.

**DEVELOPMENT AGREEMENT:** A contract between the subdivider or developer and the City that sets forth the rights, duties, and obligations of all parties regarding the development of a subdivision or tract of land located within or proposed for annexation into the City.

**DIRECTOR:** The Director of the Community Development Services Department of the City.

**EASEMENT:** A right of use that is less than ownership, usually for a certain stated purpose.

**FRONTAGE:** Any side of a lot which abuts a public street.

**GRADE:** The slope of a road or street expressed as a percentage amount.

**IMPROVEMENT:** Any alteration to, or construction upon real property, which increases the value or utility of the land.

**INDIVIDUAL SEWAGE:** A septic tank, seepage tile sewage disposal system, or any other sewage treatment device not connected or intended to serve more than one (1) building, or connected to any other public or private sewage system.

**LONG-TERM LEASE:** Any transfer of a possessory interest in land for a period greater than ~~thirty~~thirty-five (35) years, subject to a reversionary interest in the transferor.

**LOT:** A tract, plot, or portion of a subdivision or other parcel of land of sufficient dimension and area to meet applicable City zoning requirements for lot size.

**LOT, CORNER:** A lot situated at the intersection of two (2) streets.

**MODEL HOME:** A dwelling unit used for display purposes which typifies the type of units to be constructed in a subdivision.

**OWNER:** Any person, group of persons, partnership, association trust, corporation, or other legal entity having legal title to, or an interest in, the land proposed to be subdivided.

**PLAT, FINAL:** The final drawing of the subdivision, including all dedication and acknowledgments thereon, which conforms to the provisions of this Chapter and to Idaho Code.

**PLAT, PRELIMINARY:** The preliminary drawing or drawings, indicating the proposed manner or layout of the subdivision, including but not limited to, street and utility layout and design, lots, blocks and proposed zoning.

**PLAT, SKETCH:** A sketch prior to the preparation of a preliminary plat, or final plat in the case of a short subdivision, used for the purpose of generally discussing the proposed subdivision and any applicable requirements.

**PUBLIC IMPROVEMENT:** Any drainage system, road, curb, gutter, sidewalk, off-street parking area, sewer or water system, or any other facility for which the City may assume responsibility, or which may affect improvements which are presently the responsibility of the City.

**RE-PLAT:** A change in the plat of an approved or recorded subdivision that affects the layout of any street or area reserved for public use, or which creates any additional lots.

**RE-SUBDIVISION:** Same as RE-PLAT.

**RECORD OF SURVEY:** A field survey and a map that is drawn according to the requirements of Idaho Code, Title 55, Chapter 19, as amended.

**RIGHT-OF-WAY:** Land occupied or intended to be occupied by a street, sidewalk, railroad, public utility, or other similar public use.

**RURAL STREET STANDARD:** A typical rural street section as shown in the Standard Drawings and Specifications.

**SALE:** Any transfer of ownership in land, including a contract of sale, whether by deed, contract, plat, or other agreement.

**SETBACK:** The minimum distance between a building and a property line.

**SPITE STRIP:** Any strip of land located within or adjacent to a subdivision the primary purpose of which is to allow the owner or developer of any subdivision to control access to a dedicated street or other public facility.

**STANDARD DRAWINGS AND SPECIFICATIONS:** Standard Drawings and Specifications.

**STREET:** The entire width between the boundary lines of a public way.

**STREET, DEAD-END:** A street or portion thereof, with only one (1) point of ingress and egress.

**STREET STANDARDS:** The cross sections and construction standards for typical street sections, as set forth in the City Standard Drawings and Engineering Specifications.

**SUBDIVISION:** The division of land into two (2) or more lots, for the purpose of sale or development, including any re-subdivision of land.

**SUBDIVISION, REGULAR:** The subdivision of land into five (5) or more lots.

**SUBDIVISION, SHORT:** The subdivision of land into four (4) or fewer lots.

**VARIANCE:** A modification of the strict application of this Chapter.

**SECTION 17.** Title 10, Chapter 2, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

~~10-2-2: DEFINITIONS: Words and phrases used in this Chapter shall have the meanings ascribed in the Subdivision Ordinance, and as ascribed below: Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below:~~

**ARTERIAL STREET:** Any U.S. or state numbered route, controlled access street, or other major radial or circumferential street or highway designated by the City as part of a major arterial system of streets or highways.

~~**CITY:** The City of Idaho Falls.~~

**COLLECTOR STREET:** A street primarily intended to provide for traffic movement between arterial streets and local streets.

**COMMERCIAL ZONE:** The I&M, LM, R&D, CC, HC, LC, PB, R3, and R3A zones as established by the Zoning Ordinance of the City or with respect to property located outside the

City, any other zoning classification substantially similar to any of the foregoing zoning classifications.

**CONTROLLED ACCESS HIGHWAY:** Every highway, street or roadway in respect to which owners or occupants of abutting lands and other persons have no legal right of access to or from the same except at such points and in such manner as may be determined by the City.

**DEVELOPER:** Any person owning fee simple title to any parcel of real property, subject to this ordinance.

**LOCAL STREET:** A street into which private access is freely allowed, and which is less than sixty (60) feet in width measured from the back of the curbs.

~~**PERSON:** Any individual, partnership, corporation, trust or lawful organization.~~

**PRIVATE ACCESS:** Any roadway, drive, or other privately-owned way used to obtain direct vehicular access to a public street or alley.

**PUBLIC ACCESS:** Any street, road, highway, alley or other publicly dedicated and accepted way designed for movement of vehicular traffic.

**RE-SUBDIVISION:** A change in any plat of an improved or recorded subdivision that affects the layout of any street or area reserved for public use, or which creates any additional lots.

**SUBDIVISION:** The division of land into two (2) or more lots for the purpose of sale, lease or development by a Developer, including any re-subdivision of land.

**SUBDIVISION ORDINANCE:** The Subdivision Ordinance of the City of Idaho Falls, as the same now exists or as modified hereafter.

**SECTION 2.** Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

**SECTION 3.** Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

**SECTION 4.** Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**SECTION 5.** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
REBECCA L. NOAH CASPER, MAYOR

ATTEST:

\_\_\_\_\_  
KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO            )  
  ) ss:  
County of Bonneville    )

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING MULTIPLE CITY CODE PROVISIONS (ESPECIALLY TITLE 1, CHAPTER 3) TO STANDARDIZE DEFINITIONS IN THE CODE AND TO PROVIDE FOR RULES AND STANDARDS OF INTERPRETATION AND CONSTRUCTION OF THE CODE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

\_\_\_\_\_  
KATHY HAMPTON, CITY CLERK



# MEMORANDUM

**FROM:** Brad Cramer, Director  
**DATE:** Monday, August 31, 2020  
**RE:** Final Plat and Reasoned Statement of Relevant Criteria and Standards, Teton Mesa Division No. 1

**Council Action Desired**

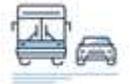
- Ordinance
- Resolution
- Public Hearing
- Other Action (Approval, Authorization, Ratification, etc)

1. Accept the Final Plat for Teton Mesa Division, No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents.
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Teton Mesa Division, No. 1, and give authorization for the Mayor to execute the necessary documents.

**Description, Background Information & Purpose**

Attached for consideration is the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Teton Mesa Division No. 1. The Planning and Zoning Commission considered this item at its May 5, 2020, meeting and recommended approval by unanimous vote. Staff concurs with the recommendation and recommends approval of the plat. The development agreement for this plat was approved by the City Council at the August 27, 2020 meeting.

**Relevant PBB Results & Department Strategic Plan**

|   |   |   |   |   |  |   |   |
|---|---|---|---|---|--|---|---|
|  |  |  |  |  |  |  |  |
| <input type="checkbox"/>  | <input checked="" type="checkbox"/>   | <input checked="" type="checkbox"/>   | <input type="checkbox"/>  | <input checked="" type="checkbox"/>   | <input type="checkbox"/>   | <input checked="" type="checkbox"/>   | <input type="checkbox"/>  |

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

**Interdepartmental Coordination**

Staff from Planning, Engineering, Survey, Streets, Sanitation, Fire Prevention, Sewer, Water, and Power have reviewed the Final Plat. Legal and Public Works have prepared the Development Agreement.

**Fiscal Impact**

NA

**Legal Review**

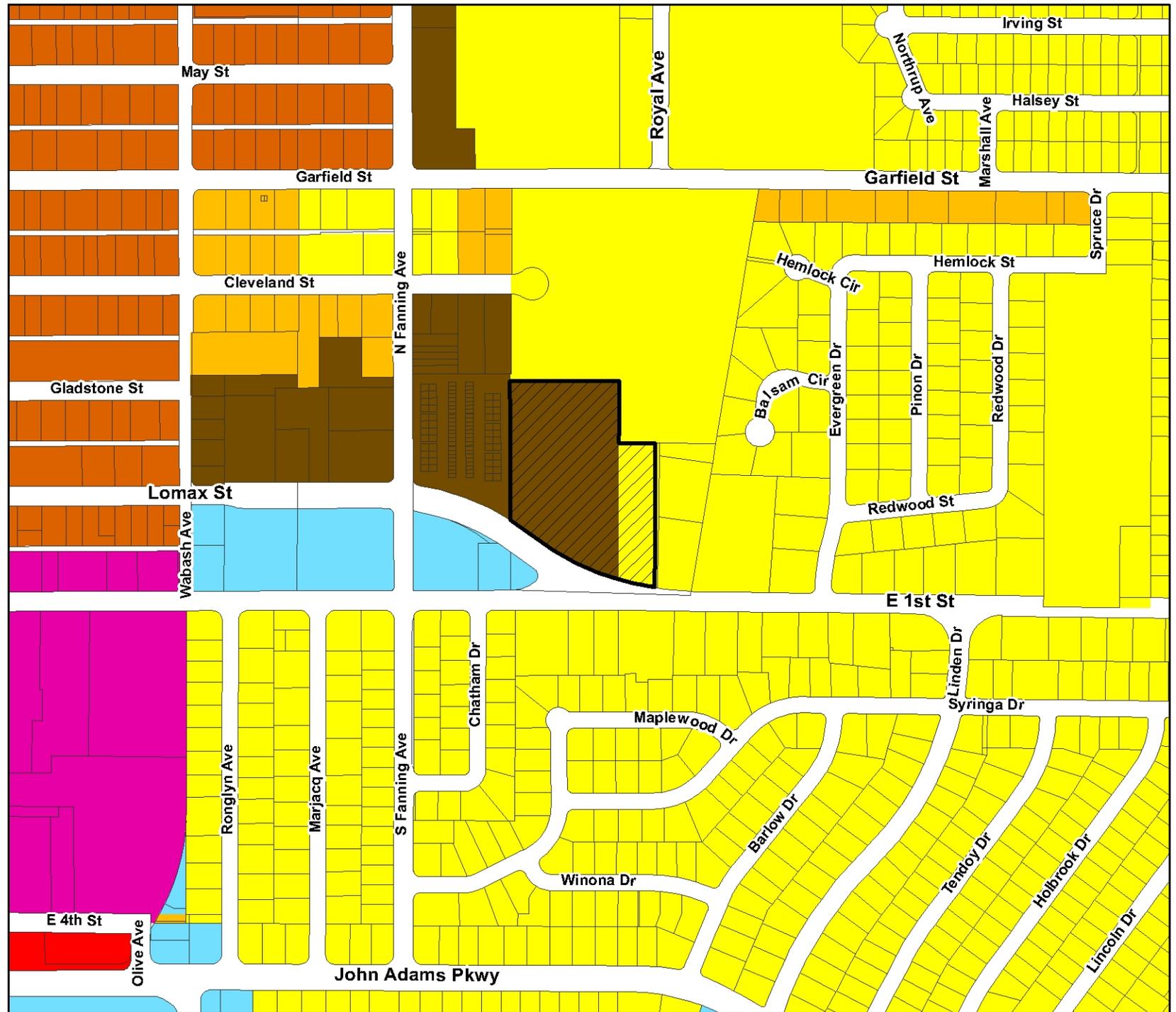
This item has been reviewed by Legal pursuant to applicable law.

**Legend**

-  Site - CP
-  City Limits
-  Area of Impact

**Overlays**

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



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





Wabash Ave

Ronglyn Ave

Marjacq Ave

S Fanning Ave

Chatham Dr

Maplewood Dr

Barlow Dr

Syringa Dr

Linden Dr

Lomax St

N Fanning Ave

E 1st St

Cleveland St

Garfield St

Garfield St



Royal Ave

Marshall Ave

Hemlock Cir

Balsam Cir

Evergreen Dr

Pinon Dr

Redwood Dr

Redwood St

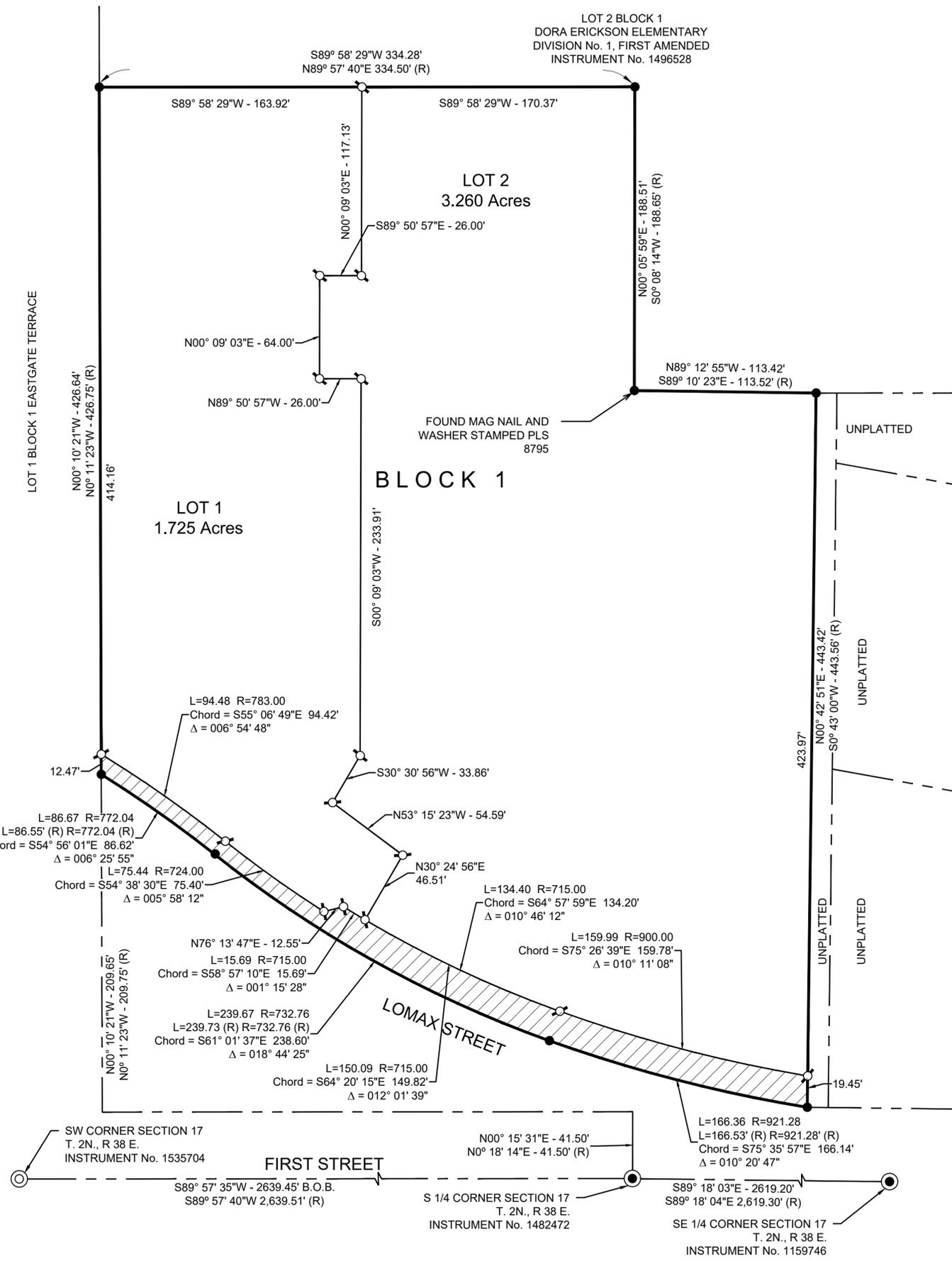
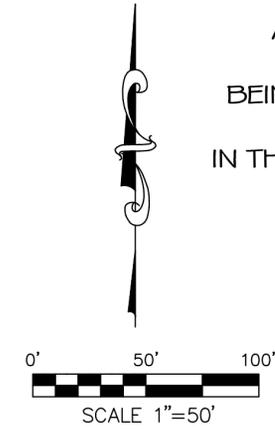
Hemlock St

# TETON MESA

DIVISION No. 1

A SUBDIVISION OF THE CITY OF IDAHO FALLS,  
 BONNEVILLE COUNTY, IDAHO,  
 BEING A REPLAT OF LOT 1 BLOCK 1 DIAMOND PARK  
 ADDITION, DIVISION No. 1  
 IN THE SOUTH HALF OF SECTION 17, T. 2 N., R. 38 E.,  
 BOISE MERIDIAN

AUGUST 2020 SCALE: 1" = 50' SHEET 1 OF 3



### BOUNDARY DESCRIPTION

LOT 1 IN BLOCK 1 OF DIAMOND PARK ADDITION SUBDIVISION, DIVISION No. 1, TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, ACCORDING TO THE PLAT RECORDED AUGUST 2, 2006 AS INSTRUMENT No. 1232779, CONTAINING 5.169 ACRES MORE OR LESS

### CERTIFICATE OF SURVEYOR

I, ANTONIO M. CONTI, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS TETON MESA, DIVISION NO. 1, WAS MADE BY ME OR UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

*Antonio M. Conti*  
 ANTONIO M. CONTI, P.L.S. 18350  
 DATE: 08/17/2020



### BASIS OF BEARING

THE BASIS OF BEARING OF THIS SURVEY IS THE SOUTH SECTION LINE OF SECTION 17 T. 2 N., R. 38 E., BOISE MERIDIAN, BEING N89° 57' 35" E AS SHOWN CITY OF IDAHO FALLS 2004 DATUM, BEING ESTABLISHED HOLDING FOUND MONUMENTS AS SHOWN HEREON.

### LEGEND:

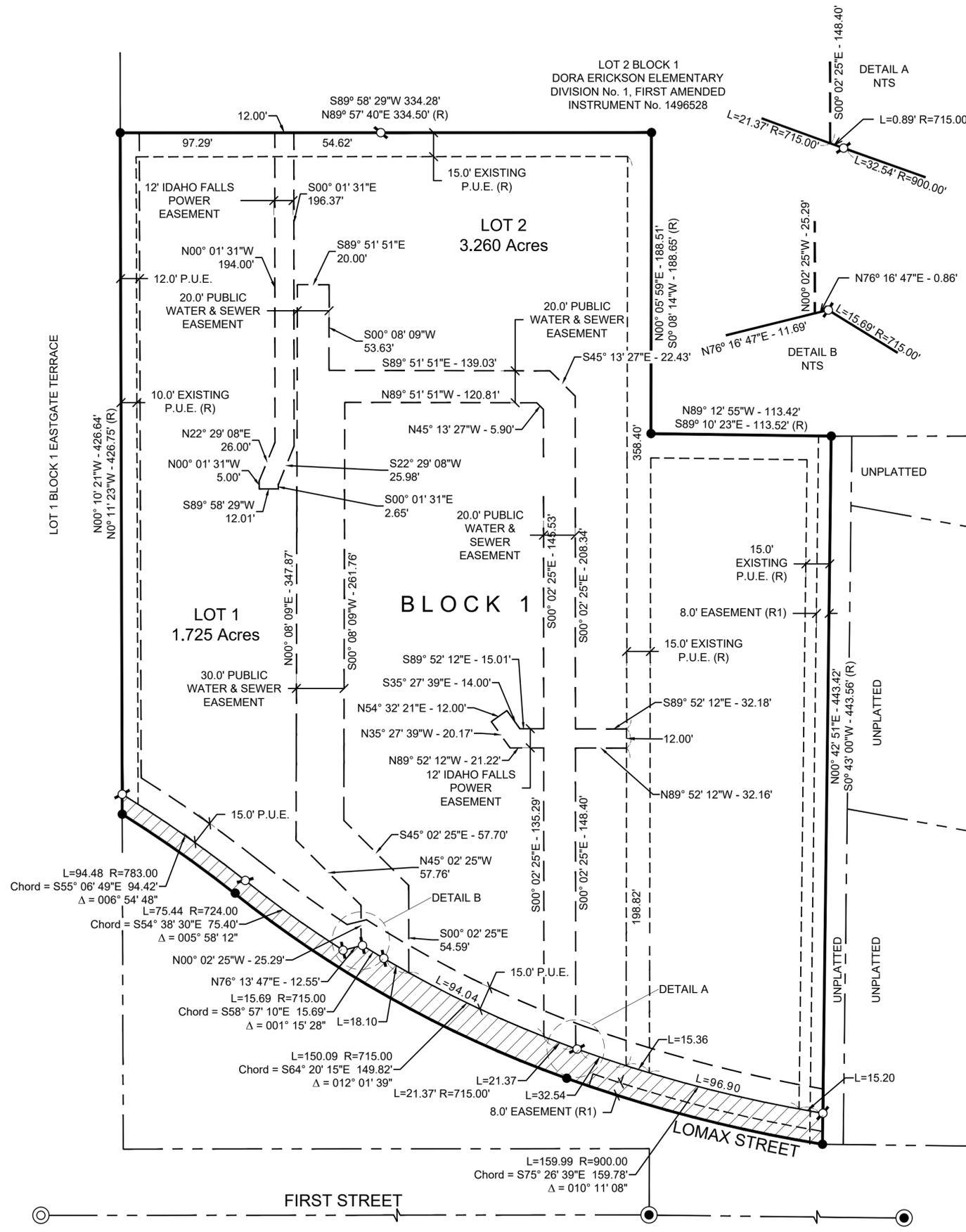
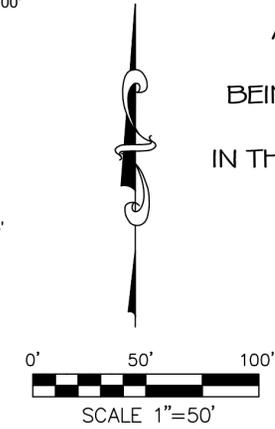
- ..... SET 3/4" REBAR WITH PLASTIC CAP STAMPED LS 18350
- ..... FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED L.S. 8795 UNLESS OTHERWISE NOTED
- ..... FOUND BRASS DISK IN MONUMENT BOX
- ..... FOUND ALUMINUM CAP
- ..... SUBDIVISION BOUNDARY
- ..... LOT LINE
- ..... LIMITS OF PUBLIC UTILITY EASEMENT (P.U.E.) BY EXECUTION OF THIS INSTRUMENT
- ..... EXISTING EASEMENT PURSUANT TO INSTRUMENT No. 1232779, DATED AUGUST 2, 2006 UNLESS OTHERWISE NOTED
- ..... REFERENCE BOUNDARY
- (R) ..... RECORD INFORMATION PURSUANT TO DIAMOND PARK ADDITION INSTRUMENT No. 1232779, DATED AUGUST 2, 2006
- (R1) ..... RECORD INFORMATION PURSUANT TO INSTRUMENT No. 783547 DATED MARCH 19, 1990
- B.O.B. .... BASIS OF BEARING
- P.U.E. .... PUBLIC UTILITY EASEMENT
- PUBLIC RIGHT-OF-WAY DEDICATION  
 TOTAL AREA OF PUBLIC RIGHT-OF-WAY DEDICATION: 0.184 ACRES

# TETON MESA

DIVISION No. 1

A SUBDIVISION OF THE CITY OF IDAHO FALLS,  
 BONNEVILLE COUNTY, IDAHO,  
 BEING A REPLAT OF LOT 1 BLOCK 1 DIAMOND PARK  
 ADDITION, DIVISION No. 1  
 IN THE SOUTH HALF OF SECTION 17, T. 2 N., R. 38 E.,  
 BOISE MERIDIAN

AUGUST 2020 SCALE: 1" = 50' SHEET 2 OF 3



### BOUNDARY DESCRIPTION

LOT 1 IN BLOCK 1 OF DIAMOND PARK ADDITION SUBDIVISION, DIVISION No. 1, TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, ACCORDING TO THE PLAT RECORDED AUGUST 2, 2006 AS INSTRUMENT NO. 1232779, CONTAINING 5.169 ACRES MORE OR LESS

### CERTIFICATE OF SURVEYOR

I, ANTONIO M. CONTI, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS TETON MESA, DIVISION NO. 1, WAS MADE BY ME OR UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

*Antonio M. Conti* 08/17/2020  
 ANTONIO M. CONTI, P.L.S. 18350 DATE:



### BASIS OF BEARING

THE BASIS OF BEARING OF THIS SURVEY IS THE SOUTH SECTION LINE OF SECTION 17 T. 2 N., R. 38 E., BOISE MERIDIAN, BEING N89° 57' 35" E AS SHOWN CITY OF IDAHO FALLS 2004 DATUM, BEING ESTABLISHED HOLDING FOUND MONUMENTS AS SHOWN HEREON.

### LEGEND:

- ..... SET 3/4" REBAR WITH PLASTIC CAP STAMPED LS 18350
- ..... FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED L.S. 8795 UNLESS OTHERWISE NOTED
- ..... FOUND BRASS DISK IN MONUMENT BOX
- ..... FOUND ALUMINUM CAP
- ..... SUBDIVISION BOUNDARY
- ..... LOT LINE
- ..... LIMITS OF PUBLIC UTILITY EASEMENT (P.U.E.) BY EXECUTION OF THIS INSTRUMENT
- ..... EXISTING EASEMENT PURSUANT TO INSTRUMENT No. 1232779, DATED AUGUST 2, 2006 UNLESS OTHERWISE NOTED
- ..... REFERENCE BOUNDARY
- (R) ..... RECORD INFORMATION PURSUANT TO DIAMOND PARK ADDITION INSTRUMENT No. 1232779, DATED AUGUST 2, 2006
- (R1) ..... RECORD INFORMATION PURSUANT TO INSTRUMENT No. 783547 DATED MARCH 19, 1990
- B.O.B. .... BASIS OF BEARING
- P.U.E. .... PUBLIC UTILITY EASEMENT
- ..... PUBLIC RIGHT-OF-WAY DEDICATION  
 TOTAL AREA OF PUBLIC RIGHT-OF-WAY DEDICATION: 0.184 ACRES

# TETON MESA

DIVISION No. 1

A SUBDIVISION OF THE CITY OF IDAHO FALLS,  
BONNEVILLE COUNTY, IDAHO,  
BEING A REPLAT OF LOT 1 BLOCK 1 DIAMOND PARK  
ADDITION, DIVISION No. 1  
IN THE SOUTH HALF OF SECTION 17, T. 2 N., R. 38 E.,  
BOISE MERIDIAN

AUGUST 2020 SCALE: 1" = 50' SHEET 3 OF 3

## CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF IDAHO FALLS, ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
CITY ENGINEER  
KENT J. FUGAL, PE 9247

\_\_\_\_\_  
CITY SURVEYOR  
KENNETH BALDWIN ROBERTS, PLS 9755

## COUNTY SURVEYOR'S VERIFICATION

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH I.C. §50-1305

\_\_\_\_\_  
BONNEVILLE COUNTY SURVEYOR  
SHANE C. REMER PLS 12222

\_\_\_\_\_  
DATE

## TREASURER'S CERTIFICATE

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF BONNEVILLE, STATE OF IDAHO, PURSUANT TO THE REQUIREMENTS OF I.C. §50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN HEREON ARE CURRENT

\_\_\_\_\_  
BONNEVILLE COUNTY TREASURER

\_\_\_\_\_  
DATE

## RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT TETON MESA, DIVISION No. 1 WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO

\_\_\_\_\_  
BONNEVILLE COUNTY RECORDER

\_\_\_\_\_  
DATE



## IRRIGATION WATER RIGHTS

WATER RIGHTS AND ASSESSMENT OBLIGATIONS ARE NOT APPURTENANT TO THE LANDS INCLUDED WITHIN THIS PLAT. LOTS WITHIN THIS SUBDIVISION WILL NOT RECEIVE WATER RIGHTS.

## HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

\_\_\_\_\_  
ENVIRONMENTAL HEALTH SPECIALIST, REHS

\_\_\_\_\_  
DATE

## DRINKING WATER CERTIFICATE

PURSUANT TO I.C. §50-1334, THE OWNER DOES HEREBY CERTIFY THAT ALL LOTS SHOWN ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER FROM THE CITY OF IDAHO FALLS MUNICIPAL WATER SYSTEM, AND SAID CITY HAS AGREED IN WRITING TO PROVIDE CULINARY WATER SERVICE TO SAID LOTS PURSUANT TO THE PROVISIONS OF TITLE 8, CHAPTER 4 OF THE IDAHO FALLS CITY CODE, AS AMENDED FROM TIME TO TIME.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
THE HOUSING COMPANY, A NON-PROFIT CORPORATION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
KATHRYN ALMBERG - VICE PRESIDENT

## OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED THE HOUSING COMPANY, AN IDAHO NON-PROFIT CORPORATION, IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS, AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS TETON MESA, DIVISION No. 1, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

BE IT FURTHER KNOWN, THAT OWNER DOES HEREBY DEDICATE GRANT AND CONVEY TO THE PUBLIC, ALL STREETS AND RIGHT-OF-WAYS SHOWN HEREON, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS ALL PUBLIC EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC EASEMENTS AS SHOWN AND DESCRIBED HEREON.

OWNER, OR ITS HEIRS AND ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES SHALL ALSO HAVE THE RIGHT, TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, SUCH RIGHT MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER/OWNERS OR THEIR/ITS/HIS/HER HEIRS, SUCCESSORS OR ASSIGNS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL NOT PLANT ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY HINDER THE SAFE AND EFFICIENT UTILIZATION OF SAID EASEMENTS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES FROM ANY CLAIM FOR DAMAGES, BASED UPON CONCEALED OR UNDISCLOSED PRIVATE IMPROVEMENTS CONSTRUCTED OR PERMITTED TO BE CONSTRUCTED BY OWNER OR ITS SUCCESSORS OR ASSIGNS WITHIN ANY PUBLIC EASEMENTS, SUBSEQUENT TO RECORDING THIS SUBDIVISION, THAT MAY BE INCURRED AS A RESULT OF THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES ORDINARY USE OF THE PUBLIC EASEMENTS WITH DUE CARE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS DO HEREBY WARRANT AND SHALL DEFEND SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC OR THE CITY OF IDAHO FALLS, AS THE CASE MAY BE, AGAINST SAID OWNER AND ITS HEIRS, SUCCESSORS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
THE HOUSING COMPANY, A IDAHO NON-PROFIT CORPORATION

\_\_\_\_\_  
KATHRYN ALMBERG - VICE PRESIDENT

## SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO DIVIDE AN EXISTING PARCEL INTO TWO LOTS FOR DEVELOPMENT PURPOSES.

THE PARENT PARCEL, DESCRIBED IN PLAT OF DIAMOND PARK ADDITION, DIVISION NO. 1, WAS ESTABLISHED HOLDING FOUND MONUMENTS AT THE CORNER OF THE SUBJECT PARCEL, AS SHOWN, AND VERIFIED BY LOCATING THE SOUTH SECTION LINE THROUGH FOUND MONUMENTS AS DEFINED IN 1535704, IN 1482472 AND IN 1159746.

## ACKNOWLEDGMENT

STATE OF IDAHO )  
 ) S.S.  
COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED KATHRYN ALMBERG, KNOWN OR IDENTIFIED TO ME TO BE THE VICE PRESIDENT OF THE HOUSING COMPANY AND THE OFFICER WHO SUBSCRIBED SAID CORPORATION'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT SHE IS AUTHORIZED TO EXECUTE THE SAME FOR AND ON BEHALF OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF IDAHO

RESIDING AT: \_\_\_\_\_

COMMISSION EXPIRATION DATE: \_\_\_\_\_

## CERTIFICATE OF SURVEYOR

I, ANTONIO M. CONTI, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS TETON MESA, DIVISION NO. 1, WAS MADE BY ME OR UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

\_\_\_\_\_  
ANTONIO M. CONTI, P.L.S. 18350

08/17/2020  
DATE:



7661 West Riverside Drive, Ste. 102 · Garden City, ID 83714  
208.853.6470 · www.ackerman-estvold.com  
Minot, ND | Williston, ND | Boise, ID

IDAHO FALLS PLANNING AND ZONING COMMISSION  
STAFF REPORT  
Final Plat  
Teton Mesa Division 1  
May 5, 2020



Community  
Development  
Services

**Applicant:**  
The Housing Company

**Project Manager:**  
Brian J. Stevens

**Location:** North of Lomax St,  
South of Garfield St, East of  
N Holmes Ave, West of  
Bonneville Dr.

**Size:** Approx. 5.18 acres  
**Lots:** 2

**Existing Zoning:**

Site: R3 & R1  
North: R1  
South: R3A & R1  
East: R1  
West: R3A & R3

**Existing Land Uses:**

Site: Vacant  
North: School  
South: Residential/ Com.  
East: Residential/School  
West: Higher Density Res.

**Future Land Use Map:**

High Density & Low Density

**Attachments:**

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

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

**History:** This property was annexed in May of 1940. This property has two zones the majority to the west is R3 and a smaller portion is R1 along the east. This change is at the north boundary line jog. This Property has been vacant land from 1954 to today.

**Staff Comments:** The plat includes 2 lots. No rezone is being requested at this time. The lots meet the requirements for the R3 zone but exceed the R1 zones maximum lot area. This is an infill lot within the City. The property will have frontage on Lomax Ave. which is a minor arterial. There are some concerns by Staff about the location of approach along Lomax and these concerns will be addressed at time of site development.

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

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

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

**Comprehensive Plan Policies:**

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

**Zoning:**

R3 Multiple Dwelling Residential Zone. This zone provides a residential zone which is characterized by a variety of dwelling types with a denser residential environment. This Zone is situated along or near major streets such as collectors and arterials. It is also generally located near pedestrian connections and commercial services.

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

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

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

| Proposed Land Use Classification | Low Density Residential |                |                | Medium Density Residential |                |                | High Density Residential |                |
|----------------------------------|-------------------------|----------------|----------------|----------------------------|----------------|----------------|--------------------------|----------------|
|                                  | RE                      | RP             | R1             | R2                         | TN             | RMH            | R3                       | R3A            |
| Accessory use                    | P                       | P              | P              | P                          | P              | P              | P                        | P              |
| Agriculture*                     | P                       |                |                |                            |                |                |                          |                |
| Animal Care Clinic               |                         |                |                |                            | P*             |                |                          | P              |
| Artist Studio                    |                         |                |                |                            | P*             |                |                          |                |
| Bed and Breakfast*               |                         |                |                |                            |                |                |                          | P              |
| Boarding /Rooming House          |                         |                |                |                            |                |                | P                        | P              |
| Day Care, Center*                |                         |                | C <sub>2</sub> | P                          | P              |                | P                        | P              |
| Day Care, Group*                 | C <sub>1</sub>          |                | C <sub>1</sub> | P                          | P              | C <sub>1</sub> | P                        | P              |
| Day Care, Home                   | C <sub>1</sub>          |                | C <sub>1</sub> | P                          | P              | C <sub>1</sub> | P                        | P              |
| Dwelling, accessory unit*        | P                       |                |                | P                          | P              |                | P                        | P              |
| Dwelling, multi-unit*            |                         |                |                | P*                         | P              |                | P                        | P              |
| Dwelling, single unit attached*  |                         |                | P              | P                          | P              | P              | P                        | P              |
| Dwelling, single unit detached   | P                       | P              | P              | P                          | P              | P              | P                        | P              |
| Dwelling, two unit               |                         |                |                | P                          | P              |                | P                        | P              |
| Eating establishment, limited    |                         |                |                |                            | P*             |                |                          | P              |
| Financial Institutions           |                         |                |                |                            | P*             |                |                          | P              |
| Food Processing, small scale     |                         |                |                |                            | P*             |                |                          |                |
| Food Store                       |                         |                |                |                            | P*             |                |                          |                |
| Fuel Station                     |                         |                |                |                            | P*             |                |                          |                |
| Health Care and Social Services  |                         |                |                |                            | P*             |                |                          | P              |
| Home Occupation*                 | C <sub>1</sub>          |                | C <sub>1</sub> | C <sub>1</sub>             | C <sub>1</sub> | C <sub>1</sub> | C <sub>1</sub>           | C <sub>1</sub> |
| Information Technology           |                         |                |                |                            |                |                |                          | P              |
| Laundry and Dry Cleaning         |                         |                |                |                            | P*             |                |                          | P              |
| Live-Work*                       |                         |                |                |                            | C <sub>1</sub> |                |                          | P              |
| Manufactured Home*               | P                       | P              | P              | P                          | P              | P              | P                        | P              |
| Mobile Home Park*                |                         |                |                |                            |                | C <sub>2</sub> |                          | C <sub>2</sub> |
| Mortuary                         |                         |                |                |                            |                |                |                          | P              |
| Park and Recreation Facility*    | P                       | P              | P              | P                          | P              | P              | P                        | P              |
| Parking Facility                 |                         |                |                |                            |                |                |                          | P              |
| Personal Service                 |                         |                |                |                            | P*             |                |                          | P              |
| Planned Unit Development*        | C <sub>3</sub>          | C <sub>3</sub> | C <sub>3</sub> | C <sub>3</sub>             |                | C <sub>3</sub> | C <sub>3</sub>           | C <sub>3</sub> |
| Professional Service             |                         |                |                |                            |                |                |                          | P              |
| Public Service Facility*         | C <sub>2</sub>          | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub>             | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub>           | C <sub>2</sub> |
| Public Service Facility, Limited | P                       | P              | P              | P                          | P              | P              | P                        | P              |
| Public Service Use               |                         |                |                |                            |                |                |                          | P              |
| Recreational Vehicle Park*       |                         |                |                |                            |                | C <sub>2</sub> |                          |                |

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

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

### 11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

**Table 11-3-1: Standards for Residential Zones**

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

(Ord. 3218, 9-13-18)

May 5, 2020

7:00 p.m.

Planning Department

Council Chambers

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

**MEMBERS PRESENT:** Commissioners Natalie Black, Arnold Cantu, Joanne Denney, Gene Hicks, Lindsey Romankiw, Brent Dixon, George Morrison.

**MEMBERS ABSENT:** George Swaney, Margaret Wimborne

**ALSO PRESENT:** Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Brian Stephens; Naysha Foster and interested citizens.

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

**CHANGES TO AGENDA:** None.

**MINUTES:** Morrison moved to approve the Minutes of April 21, 2020, Denney seconded the motion and it passed unanimously.

**Business:**

**6. PLAT 20-014: FINAL PLAT. Teton Mesa Divison1.** Stephens presented the staff report, a part of the record. Black asked what staff's concern with the Lomax. Stephens stated that there will likely be housing on the property and that will put traffic onto the road. Stephens stated that engineering is concerned with whether they will need an additional decel lane, so they will want some say in the planning and placement of the approach onto Lomax. Black stated that she has spoken to the street department about the divider and she thought the City would require a developer to put a roundabout in that area. Stephens stated that has been discussed and is not certain of the position of the City currently. Dixon asked what the restrictions would be on lot 2 that is the mixed zone. Stephens stated that they may need to come in and replat that into smaller lots depending on how they want to build, and previous plans showed that was storm water, but they will have address buffers at the time of development.

**Applicant: Blake Jumper, The Housing Company, 565 West Myrtle Street, Boise, Idaho.** Jumper stated that this is a unique request to subdivide the site and typically they would develop off of what they have to work with. Jumper stated that they received two separate awards of financing in 2019 and one of them is a competitive 9% tax credit award and the other is a 4% tax credit award from Idaho Housing and Finance and they are proposing a total of 72 units of affordable housing and all 72 units will be rent restricted to low income families. Jumper added that the site will include 4 18 plex buildings, a club house, a playground, and a large amount of green space. Jumper stated that they have to subdivide this way is because financing is from two different sources and they require that the property be legally split so there are two separate legal descriptions. Jumper stated that the R1 portion on lot 2 will not be used for any occupied

buildings on that space, and that will be part of the green space and snow storage as well as a possible leisure area with trails and benches.

Black asked what the plan for access onto Lomax. Jumper indicated that they have had discussions with staff about many issues and some of those involve traffic off Lomax and 1<sup>st</sup> Street. Jumper stated that there were talks 8-10 years ago about doing some off-site improvements that included a round-about or other street improvements. Jumper stated that he feels that there could be a divider between Lomax and 1<sup>st</sup> to prevent people from turning from 1<sup>st</sup> Street onto the property. Jumper stated that they are a non-profit and don't do any market rate housing and they are building affordable housing and they don't have the budget that other developers have, and a round-about would sink the development. Jumper is happy to work with the City and staff to find a solution to make it a safe access off Lomax.

**Hicks moved to recommend to the Mayor and City Council approval of the Final Plat for Teton Mesa Division 1, Cantu seconded the motion and it passed unanimously.**

**REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**FINAL PLAT OF THE TETON MESA DIVISION 1, LOCATED GENERALLY NORTH OF LOMAX ST, SOUTH OF GARFIELD ST, EAST OF N HOLMES AVE, WEST OF BONNEVILLE DR.**

**WHEREAS**, the applicant filed an application for a final plat on March 27, 2020; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on May 5, 2020; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on September 10, 2020; and

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

**I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 5.173 acre parcel located North of Lomax St, South of Garfield St, East of N Holmes Ave, West of Bonneville Dr.
3. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
4. The proposed development is consistent with the principles of the City's Comprehensive Plan.

**II. DECISION**

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

---

Rebecca L. Noah Casper, Mayor



DEVELOPMENT AGREEMENT  
TETON MESA

This DEVELOPMENT AGREEMENT TETON MESA (hereinafter called "AGREEMENT"), made this 27 day of AUGUST, 2020, by and between the CITY OF IDAHO FALLS, Idaho, a municipal corporation of the State of Idaho, (hereinafter "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and THE HOUSING COMPANY, an Idaho non-profit corporation (hereinafter "DEVELOPER"), whose mailing address is 565 W. Myrtle St., Ste. 250, Boise, Idaho 83702.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;
- C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;
- D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;
- E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and
- F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

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

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

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

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

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

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

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

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

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

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

29. Notice of Default; Opportunity to Cure; Benefit of Agreement. The obligations and undertakings of the Developer set forth in this Agreement are made for the benefit of the City and the Developer. Notwithstanding the foregoing, the City (i) acknowledges that Developer shall be assigning its rights under this Agreement to Zions Bancorporation, N.A., dba Zions First National Bank, a national banking association ("Lender") as collateral security for the obligations of Developer under the documents evidencing and securing certain loans from Lender which will finance the construction and development of the Subdivision, and (ii) acknowledges and agrees that, if Lender succeeds to Developer's interest in the Development Agreement, City will recognize Lender as the successor in interest to the Developer for all purposes under this Agreement so long as the Lender complies with the applicable terms of this Agreement. City hereby agrees to give a copy of any notice of default under the Agreement to the Lender at the following address:

Zions Bancorporation, N.A., dba Zions First National Bank Real Estate Banking Group  
Attention: Wendy Leonelli  
Suite 400, One South Main Street  
Salt Lake City, Utah 84133

City agrees that Lender shall have the same rights to cure any default under the Agreement as the

Developer.

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



CITY OF IDAHO FALLS, IDAHO

Kathy Hampton  
Kathy Hampton, City Clerk

By Rebecca L. Noah Casper  
Rebecca L. Noah Casper, Mayor

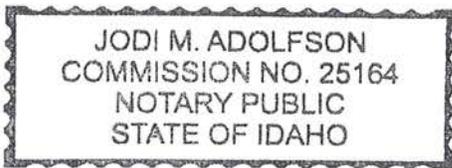
STATE OF IDAHO )

) ss.

County of Bonneville )

On this 27 day of AUGUST, 2020, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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



Jodi M. Adolfson  
Notary Public of Idaho



notary public, in and for said State, personally appeared Kathryn AlMBERG, known or identified to me to be the VP and Director of Operations of The Housing 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 said company.

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

*Tiffany Patchett*  
Notary Public of Idaho  
Residing at: Canyon County  
My Commission Expires: 10/30/2024

(Seal)



**EXHIBIT "A"**  
**PROPERTY**

**TETON MESA**

**Legal Description**

LOT 1 IN BLOCK 1 OF DIAMOND PARK ADDITION SUBDIVISION,  
DIVISION NO. 1 TO THE CITY OF IDAHO FALLS, BONNEVILLE  
COUNTY, IDAHO, ACCORDING TO THE PLAT RECORDED AUGUST 2,  
2006 AS INSTRUMENT NO. 1232779.

Parcel contains 5.169 ACRES MORE OR LESS.

**EXHIBIT “B”**

**SPECIAL CONDITIONS FOR**

**TETON MESA SUBDIVISION, NO. 1**

**S-C 1.00. Surface Drainage Fees.** The surface drainage fee for this Subdivision is One Thousand Six Hundred Eighty-Eight Dollars and Seventy-Two Cents (\$1,688.72) at \$.0075 per square foot; the total area is 225,162 square feet, payable as follows:

| <u>Due Date</u>                  | <u>Payment Amount</u> |
|----------------------------------|-----------------------|
| Upon execution of this Agreement | \$ 168.87             |
| November 1, 2020                 | \$ 379.96             |
| February 1, 2019                 | \$ 379.96             |
| May 1, 2021                      | \$ 379.96             |
| <u>August 1, 2021</u>            | <u>\$ 379.97</u>      |
| TOTAL                            | \$ 1,688.72           |

**S.C. 2.00. Lomax Street.** – DEVELOPER will construct a right-turn lane into the project as required on the Site Plan.

**S.C. 3.00. Storm Pond.** – Storm pond is owned by DEVELOPER or their assigns and shall be landscaped in accordance with the approved landscape plan and shall be maintained by the Development. No fencing will be allowed on the South side of the R-1 area that the storm pond is to be built on. Storm pond may be terraced to enhance usability.

**S-C 4.00 Water Line Connection in 5<sup>th</sup> East.** CITY agrees to allow DEVELOPER to connect to the water main located in Lomax Street, subject to DEVELOPER’s payment of the water main connection fees in the amount of Nineteen Thousand Nineteen Dollars (\$19,019); four hundred fifty-five (455’) feet currently at Forty-One Dollars and Eighty Cents (\$41.80) per foot), upon execution of this Agreement, pursuant to Section 8-4-14 (C) of the City Code. Pursuant to Section 8-4-14 (B) of the City Code, DEVELOPER or their heirs or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

**S-C 5.00 Sewer Main Connection Fee.** CITY agrees to allow DEVELOPER to connect to the sewer previously constructed within the development, subject to DEVELOPER’s payment of the sewer main connection charge pursuant to Section 8-1-23(C) of the City Code in the amount of Seven Thousand Five hundred Ninety-Five Dollars (\$7,595), (three hundred and ten (310’) feet currently at Twenty-Four Dollars and Fifty Cents (\$24.50) per foot). Mainline connection fee costs will be adjusted accordingly in the event that the connections are not made at time when CITY Fee Resolution reflects the rate referenced herein. Pursuant to Section 8-1-23(B) of the City Code, DEVELOPER or their heirs or assigns shall also pay individual sewer connection fees each time on individual sewer service line is connected to CITY sewer system. Such fees shall be paid in the amounts and manner set forth in such Code Section.



# MEMORANDUM

**FROM:** Brad Cramer, Director  
**DATE:** Thursday, September 10, 2020  
**RE:** Ordinance Closing the Revenue Allocation Area for the Pancheri-Yellowstone Project Area.

**Council Action Desired**

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

To approve the Ordinance terminating the Revenue Allocation Area for the Pancheri-Yellowstone Project Area under a suspension of the rules requiring three complete and separate readings and request 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, reject the Ordinance, or take other action deemed appropriate).

**Description, Background Information & Purpose**

Attached for consideration is the ordinance which closes and terminates the Revenue Allocation Area for the Pancheri-Yellowstone Project Area. The Idaho Falls Redevelopment Agency has worked to spend funds responsibly and effectively and while there not as many projects completed as hoped, the agency board is proud of the accomplishments and projects within the project area.

**Relevant PBB Results & Department Strategic Plan**

|   |   |   |   |   |  |   |   |
|---|---|---|---|---|--|---|---|
|  |  |  |  |  |  |  |  |
| <input type="checkbox"/>  | <input checked="" type="checkbox"/>   | <input type="checkbox"/>  | <input type="checkbox"/>  | <input type="checkbox"/>  | <input type="checkbox"/>   | <input type="checkbox"/>  | <input type="checkbox"/>  |

Consideration of the ordinance is consistent with goals related to Good Governance.

**Interdepartmental Coordination**

NA

**Fiscal Impact**

Following the closure of the project area, a check of remaining funds will be given to Bonneville County for redistribution to the various taxing entities including the City. Further, with the district closed, all taxes collected will go to the regular taxing entities and not the Idaho Falls Redevelopment Agency.

**Legal Review**

The Legal Department has reviewed the ordinance.

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, IMMEDIATELY TERMINATING THE REVENUE ALLOCATION AREA FOR THE PANCHERI-YELLOWSTONE PROJECT AREA; REQUIRING DISTRIBUTION OF ANY SURPLUS DETERMINED TO EXIST PURSUANT TO SECTION 50-2909, IDAHO CODE; AUTHORIZING THE CITY CLERK OR THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO, ALSO KNOWN AS IDAHO FALLS REDEVELOPMENT AGENCY, TO FILE THE ORDINANCE, TOGETHER WITH THE BOUNDARY MAP, WITH THE OFFICE OF THE COUNTY RECORDER, THE COUNTY ASSESSOR, AND THE IDAHO STATE TAX COMMISSION AS PROVIDED IN SECTION 63-215, IDAHO CODE; PROVIDING THAT A COPY OF THIS ORDINANCE SHALL BE GIVEN TO EACH OF THE TAXING ENTITIES AFFECTED BY SAID REVENUE ALLOCATION AREA; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on July 6, 1966, the City Council and Mayor of Idaho Falls, Idaho, respectively, created the Urban Renewal Agency of Idaho Falls, Idaho, also known as the Idaho Falls Redevelopment Agency (hereinafter “Agency”), authorizing it to transact business and exercise the powers granted by the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (the “Law”), upon making the findings of necessity required for creating said Agency;

WHEREAS, the City Council (“City Council”) of the city of Idaho Falls, Idaho (the “City”), on December 13, 2007, after notice duly published, conducted a public hearing on the Pancheri-Yellowstone Urban Renewal Plan (the “Pancheri Urban Renewal Plan”);

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 2731 on December 13, 2007, approving the Pancheri Urban Renewal Plan and making certain findings;

WHEREAS, the Pancheri Urban Renewal Plan contains a revenue allocation financing provision pursuant to the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (the “Act”);

WHEREAS, the termination date for this revenue allocation area, as set forth in the Pancheri Urban Renewal Plan, is December 31, 2019, except for revenues to be received in 2020, as authorized pursuant to Idaho Code § 50-2905(7);

WHEREAS, a substantial portion of identified improvements and/or projects have been completed in the Pancheri Urban Renewal Plan area;

WHEREAS, it is expected all of the expenses from any remaining projects and/or improvements to be completed under the Pancheri Urban Renewal Plan are to be incurred and satisfied by the Agency's current fiscal year ending September 30, 2020. An estimate of the final year project costs and other administrative fees and costs are set forth in the Termination Plan attached hereto as an attachment to Exhibit A. The Termination Budget, as updated, is attached hereto as an attachment to Exhibit A;

WHEREAS, the Agency does not intend to receive delinquent revenue allocation funds from delinquency tax payments after September 30, 2020, or subsequent years, generated from the 2019 assessed values, or earlier;

WHEREAS, the Agency will have sufficient funds on deposit for payment of all final project costs and administrative fees;

WHEREAS, the Agency has reviewed the remaining improvements and/or projects and based on projected revenues and expenses of the Pancheri Urban Renewal Plan, has determined there are sufficient funds for payment of all final project costs and Agency expenses and has further determined the revenue allocation area can be terminated on or before December 31, 2020;

WHEREAS, pursuant to the attachments to Exhibit A, the Agency estimates a surplus will be available for remittance to the County Clerk for distribution to the affected taxing districts on or before September 30, 2020;

WHEREAS, following the end of the fiscal year, the Agency will conduct a final accounting of the Pancheri Urban Renewal Project Area, which may result in an additional surplus disposition to the County Clerk for distribution to the taxing districts;

WHEREAS, the Agency on April 16, 2020, adopted Resolution No. 20-03 recommending the City Council adopt an ordinance terminating the revenue allocation area on or before December 31, 2020. A copy of Agency Resolution No. 20-03 is attached hereto as Exhibit A;

WHEREAS, a copy of the boundary map of the revenue allocation area is attached hereto as Exhibit B.

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

Section 1: That the above statements are true and correct.

Section 2: That the revenue allocation area contained in the Pancheri Urban Renewal Plan, as more particularly shown in Exhibit B, is hereby terminated, consistent with the termination provisions set forth in the Act.

Section 3: That the tax year 2020 revenues from the increment value as levied upon within the revenue allocation area are not needed for the payment of any Agency indebtedness or Agency projects to be completed before September 30, 2020.

Section 4: That any surplus funds will be remitted to the County Clerk prior to the end of the Agency's 2020 fiscal year on or before September 30, 2020, or following the final accounting of the Agency's 2020 fiscal year on or before April 1, 2021, to be distributed to the affected taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area. *See I.C. 50-2909(4)*. Further, any other remaining funds in subsequent fiscal years received by the Agency from delinquent taxes after September 30, 2020, shall be disbursed in the same manner each fiscal year.

Section 5: That a copy of this Ordinance shall be sent to and/or filed with the Bonneville County Assessor's Office, the County Auditor/Recorder, and the Idaho State Tax Commission, together with a boundary map, to provide notice of termination of the revenue allocation area in the Pancheri Urban Renewal Plan by either the City Clerk or Agency representatives.

Section 6: At least one-half, plus one of the City Council members finding good cause, the City Council hereby dispenses with the rule that this Ordinance be read on three different days; two readings of which shall be in full, and have hereby adopted this Ordinance, having considered it at one reading.

Section 7: That this Ordinance shall be in full force and effect immediately upon its adoption, approval, and publication.

Section 8: The Summary of this Ordinance, a copy of which is attached hereto as Exhibit C, is hereby approved.

Section 9: All ordinances, resolutions, orders, or parts thereof in conflict herewith are hereby repealed, rescinded, and annulled.

Section 10: SAVINGS CLAUSE: This Ordinance does not affect an action or proceeding commenced or right accrued before this Ordinance takes effect.

PASSED by the City Council of the City of Idaho Falls, Idaho, on this \_\_\_\_ day of \_\_\_\_\_ 2020.

APPROVED by the Mayor of the City of Idaho Falls, Idaho, on this \_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Mayor Rebecca L. Noah Casper

ATTEST:

---

Kathy Hampton, City Clerk

EXHIBIT A

AGENCY TERMINATION RESOLUTION NO. 20-03



EXHIBIT B  
REVENUE ALLOCATION AREA MAP

EXHIBIT C

TERMINATION ORDINANCE SUMMARY

4827-0342-1897, v. 2

**RESOLUTION NO. 20-03**

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO, ALSO KNOWN AS IDAHO FALLS REDEVELOPMENT AGENCY, MAKING CERTAIN FINDINGS THAT REVENUES ARE SUFFICIENT TO COVER ALL ESTIMATED AGENCY EXPENSES FOR FUTURE YEARS FOR THE URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA KNOWN AS THE PANCHERI-YELLOWSTONE PROJECT AREA; ESTIMATING THE REMAINING PROJECT OBLIGATIONS AND COSTS; RECOMMENDING TO THE CITY COUNCIL THAT THE REVENUE ALLOCATION PROVISION FOR THE PANCHERI-YELLOWSTONE PROJECT AREA BE TERMINATED; RECOMMENDING FURTHER THAT THE CITY COUNCIL PASS AN ORDINANCE TERMINATING THE REVENUE ALLOCATION PROVISION FOR PANCHERI-YELLOWSTONE URBAN RENEWAL PROJECT PLAN AND RETURNING THE REVENUE ALLOCATION AREA TO THE REGULAR TAX ROLL EFFECTIVE TAX YEAR 2020; PROVIDING FOR THE PAYMENT OF DELINQUENT PROPERTY TAXES FOLLOWING TERMINATION; PROVIDING FOR PAYMENT OF CERTAIN EXPENSES FOR FISCAL YEARS 2020 AND 2021; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Idaho Falls, Idaho, also known as Idaho Falls Redevelopment Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), a duly created and functioning urban renewal agency for Idaho Falls, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the City Council of the city of Idaho Falls, Idaho (the "City"), on December 13, 2007, after notice duly published, conducted a public hearing on the Pancheri-Yellowstone Urban Renewal Plan (the "Pancheri Urban Renewal Plan");

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 2731 on December 13, 2007, approving the Pancheri Urban Renewal Plan and making certain findings;

WHEREAS, the Pancheri Urban Renewal Plan contained a revenue allocation financing provision pursuant to the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (the "Act");

WHEREAS, the termination date for this revenue allocation area, as set forth in the Pancheri Urban Renewal Plan, is December 31, 2019, except for revenues to be received in 2020, as authorized pursuant to Idaho Code § 50-2905(7);

WHEREAS, a substantial portion of identified improvements and/or projects have been completed in the Pancheri Urban Renewal Plan area;

WHEREAS, the Agency expects all of the expenses from any remaining projects and/or improvements to be completed under the Pancheri Urban Renewal Plan, and as identified in the Pancheri District Termination Budget (FY2020) attached hereto as Exhibit B, to be incurred and satisfied by the Agency's current fiscal year ending September 30, 2020, with the exception of (1) possible cost overruns from current projects; and/or (2) unexpected construction delays. An estimate of the remaining project costs and other administrative fees and costs are set forth in the Termination Plan attached hereto as Exhibit A;

WHEREAS, the Agency will request the County Treasurer to not distribute to the Agency any Pancheri Urban Renewal Plan revenue allocation funds from delinquency tax payments after September 30, 2020, or subsequent years, generated from the 2019 assessed values, or earlier. To the extent any Pancheri Urban Renewal Plan revenue allocation funds are received by the Agency after September 30, 2020, or later, the Agency will return those funds to the County Treasurer for distribution to the taxing districts;

WHEREAS, the Agency will have sufficient funds on deposit for payment of all final project costs and administrative fees;

WHEREAS, the Agency has reviewed the remaining improvements and/or projects and based on projected revenues and expenses of the Pancheri Urban Renewal Plan, has determined there are sufficient funds for payment of all final project costs and Agency expenses and has further determined the revenue allocation area can be terminated on or before December 31, 2020;

WHEREAS, pursuant to Exhibit A, the Agency estimates a surplus will be available for remittance to the County Treasurer for distribution to the taxing districts on or before September 30, 2020;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE IDAHO FALLS REDEVELOPMENT AGENCY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Termination Plan attached hereto as Exhibit A is hereby approved and adopted by the Agency Board.

Section 3: That the revenue allocation area contained in the Pancheri Urban Renewal Plan shall be terminated on or before December 31, 2020, consistent with the termination

provisions set forth in the Act, allowing certain taxing entities to use the 2020 estimated assessed values above the adjusted base assessment roll for the Pancheri Urban Renewal Plan Project Area for their budgetary purposes, and further, those certain taxing entities may, for their budgetary purposes, take into account the difference between the increment value as of December 31, 2006, and the December 31, 2019, increment value for the Pancheri Urban Renewal Plan Project Area, which difference shall be added to the 2020 new construction roll, pursuant to Idaho Code § 63-301A(3)(g).

Section 4: That the Agency does not intend to take revenue allocation funds in calendar year 2021, generated from the 2020 assessed values, and the allocation of revenues under section 50-2908, Idaho Code, shall cease effective January 1, 2021.

Section 5: That all financial obligations have been terminated and/or provided for, and any outstanding obligations will be paid in full on or before September 30, 2020, with the exception of any reimbursement agreements or notes that have expired, terminated or cancelled on their own terms, project cost overruns from current projects, project costs for unexpected construction delays, and an allocation of administrative fees and costs.

Section 6: That any delinquent property taxes due to the Agency that were levied for calendar year 2019, or earlier, shall not be paid to the Agency after September 30, 2020, but shall be distributed by the County Treasurer to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area.

Section 7: That any surplus will be remitted to the County Treasurer for distribution to the taxing districts prior to the end of the Agency's 2020 fiscal year on or before September 30, 2020, in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area. *See I.C. 50-2909(4).*

Section 8: That the Agency does hereby request that the City Council, pursuant to 50-2903(5), Idaho Code, adopt an Ordinance providing for the termination of the revenue allocation area in the Pancheri Urban Renewal Plan, to be effective on or before December 31, 2020, and declaring that the tax year 2020 revenues from the increment value as levied upon within the revenue allocation area are not needed for the payment of any Agency indebtedness or Agency projects to be completed before September 30, 2020, and should flow to the respective taxing districts pursuant to Idaho law.

Section 9: That a copy of this Resolution be sent to the Bonneville County Assessor's Office, the County Auditor/Recorder and the Idaho State Tax Commission to provide notice of termination of the revenue allocation area in the Pancheri Urban Renewal Plan.

Section 10: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of the city of Idaho Falls, Idaho, on April 16, 2020. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on this 16th day of April 2020.

APPROVED;

By: \_\_\_\_\_



Chair

*Lee R. Ford*  
21 Apr 2020

ATTEST:

By: *Terri R. Gazdik*  
Secretary

4834-2964-2162, v. 1



EXHIBIT C

SUMMARY OF ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, IMMEDIATELY TERMINATING THE REVENUE ALLOCATION AREA FOR THE PANCHERI-YELLOWSTONE PROJECT AREA; REQUIRING DISTRIBUTION OF ANY SURPLUS DETERMINED TO EXIST PURSUANT TO SECTION 50-2909, IDAHO CODE; AUTHORIZING THE CITY CLERK OR THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO, ALSO KNOWN AS IDAHO FALLS REDEVELOPMENT AGENCY, TO FILE THE ORDINANCE, TOGETHER WITH THE BOUNDARY MAP, WITH THE OFFICE OF THE COUNTY RECORDER, THE COUNTY ASSESSOR, AND THE IDAHO STATE TAX COMMISSION AS PROVIDED IN SECTION 63-215, IDAHO CODE; PROVIDING THAT A COPY OF THIS ORDINANCE SHALL BE GIVEN TO EACH OF THE TAXING ENTITIES AFFECTED BY SAID REVENUE ALLOCATION AREA; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.**

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

Section 1: That the above statements are true and correct.

Section 2: That the revenue allocation area contained in the Pancheri Urban Renewal Plan, as more particularly shown in Exhibit B, is hereby terminated, consistent with the termination provisions set forth in the Act.

Section 3: That the tax year 2020 revenues from the increment value as levied upon within the revenue allocation area are not needed for the payment of any Agency indebtedness or Agency projects to be completed before September 30, 2020.

Section 4: That any surplus funds will be remitted to the County Clerk prior to the end of the Agency's 2020 fiscal year on or before September 30, 2020, or following the final accounting of the Agency's 2020 fiscal year on or before April 1, 2021, to be distributed to the affected taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area. *See I.C. 50-2909(4)*. Further, any other remaining funds in subsequent fiscal years received by the Agency from delinquent taxes after September 30, 2020, shall be disbursed in the same manner each fiscal year.

Section 5: That a copy of this Ordinance shall be sent to and/or filed with the Bonneville County Assessor's Office, the County Auditor/Recorder, and the Idaho State Tax Commission, together with a boundary map, to provide notice of termination of the revenue

allocation area in the Pancheri Urban Renewal Plan by either the City Clerk or Agency representatives.

Section 6: At least one-half, plus one of the City Council members finding good cause, the City Council hereby dispenses with the rule that this Ordinance be read on three different days; two readings of which shall be in full, and have hereby adopted this Ordinance, having considered it at one reading.

Section 7: That this Ordinance shall be in full force and effect immediately upon its adoption, approval, and publication.

Section 8: The Summary of this Ordinance, a copy of which is attached hereto as Exhibit C, is hereby approved.

Section 9: All ordinances, resolutions, orders, or parts thereof in conflict herewith are hereby repealed, rescinded, and annulled.

Section 10: SAVINGS CLAUSE: This Ordinance does not affect an action or proceeding commenced or right accrued before this Ordinance takes effect.

### **EXHIBITS TO THE ORDINANCE**

Exhibit A Agency Resolution No. 20-03, including as attachments the Termination Plan setting forth an estimate of remaining project costs and other administrative fees and costs, together with an estimate of any surplus that may be available for distribution, and a proposed Termination Budget

Exhibit B Boundary Map of the Terminating Revenue Allocation Area

Exhibit C Ordinance Summary

The full text of the Ordinance \_\_\_\_\_ is available at the offices of the City Clerk, 308 Constitution Way, Idaho Falls, Idaho.

This summary is approved by the Idaho Falls City Council at its meeting of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor Rebecca L. Noah Casper

ATTEST:

\_\_\_\_\_  
Kathy Hampton, City Clerk

I, Randall Fife, City Attorney for the city of Idaho Falls, Idaho, hereby declare and certify that in my capacity as City Attorney of the city of Idaho Falls, pursuant to Idaho Code Section 50 901A(3) of the Idaho Code as amended, I have reviewed a copy of the above Summary of Ordinance, have found the same to be true and complete, and said Summary of Ordinance provides adequate notice to the public of the contents, including the attachments, of Ordinance No. \_\_\_\_\_.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Randall Fife, City Attorney  
Idaho Falls, Idaho

4811-7676-0777, v. 1



# MEMORANDUM

**FROM:** Brad Cramer, Director

**DATE:** Monday, August 31, 2020

**RE:** Rezone from R1 to R2, Zoning Ordinance, Reasoned Statement of Relevant Criteria and Standards, M&B: 1.19 acres, SW corner of the SW ¼ of the SW ¼ Section 23, Township 2N, Range 37E.

## Council Action Desired

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

1. Approve the Ordinance Rezoning M&B: 1.19 acres, SW corner of the SW ¼ of the SW ¼ Section 23, Township 2N, Range 37E under a suspension of the rules requiring three complete and separate readings and request 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, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from R1 to R2 of M&B: 1.19 acres, SW corner of the SW ¼ of the SW ¼ Section 23, Township 2N, Range 37E, and give authorization for the Mayor to execute the necessary documents.

## Description, Background Information & Purpose

Attached is the application for Rezone from R1 to R2, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: 1.19 acres, SW corner of the SW ¼ of the SW ¼ Section 23, Township 2N, Range 37E. The Planning and Zoning Commission considered this item at its August 4, 2020, meeting and recommended approval of R2 as opposed to the initial request for R3A. Staff concurs with this recommendation.

## Relevant PBB Results & Department Strategic Plan



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

**Interdepartmental Coordination**

The Rezone was reviewed by staff from Planning.

**Fiscal Impact**

NA

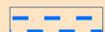
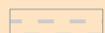
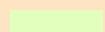
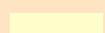
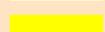
**Legal Review**

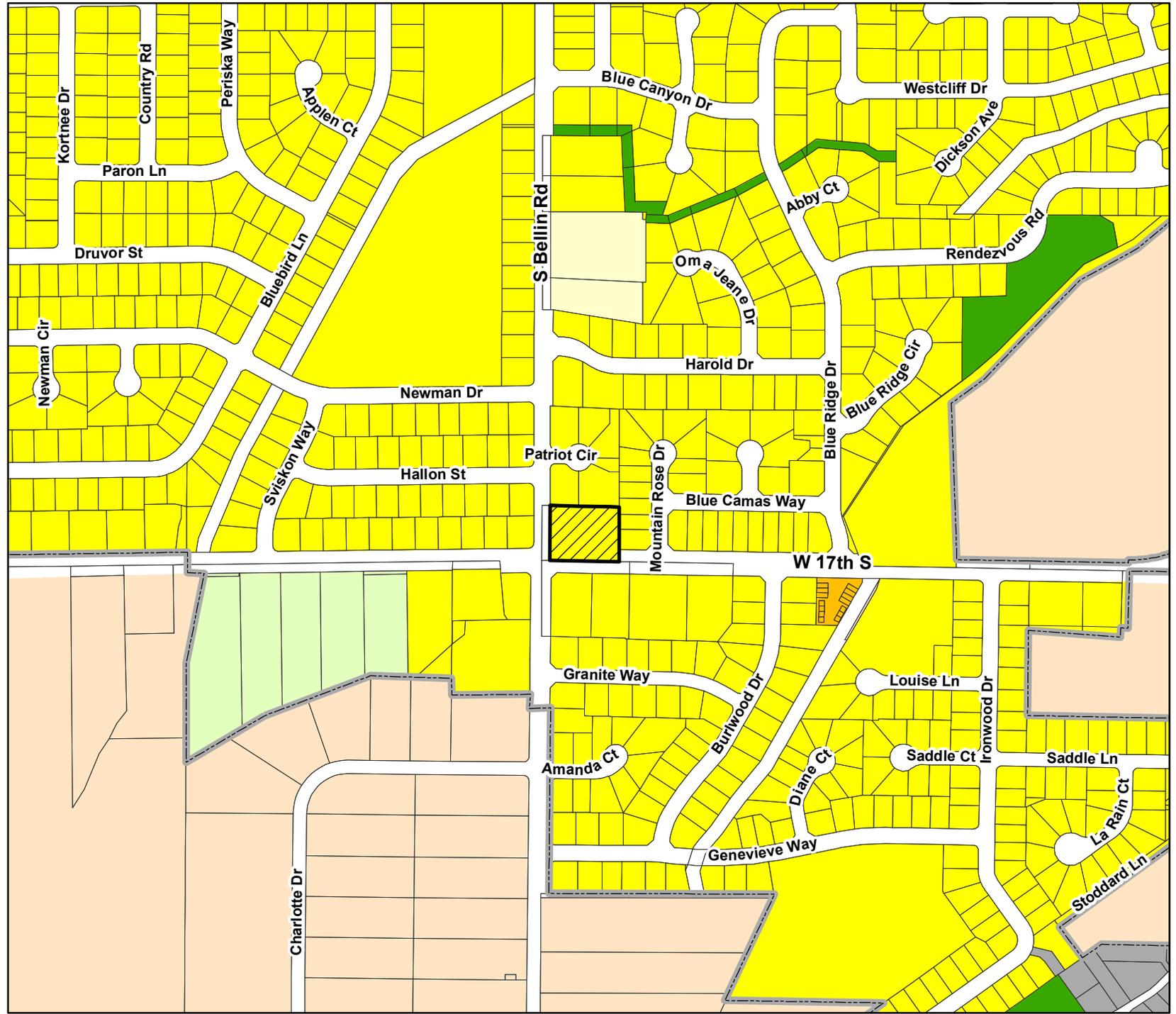
This application and ordinance have been reviewed by Legal pursuant to applicable law.

**Legend**

-  Site - CP
-  City Limits
-  Area of Impact

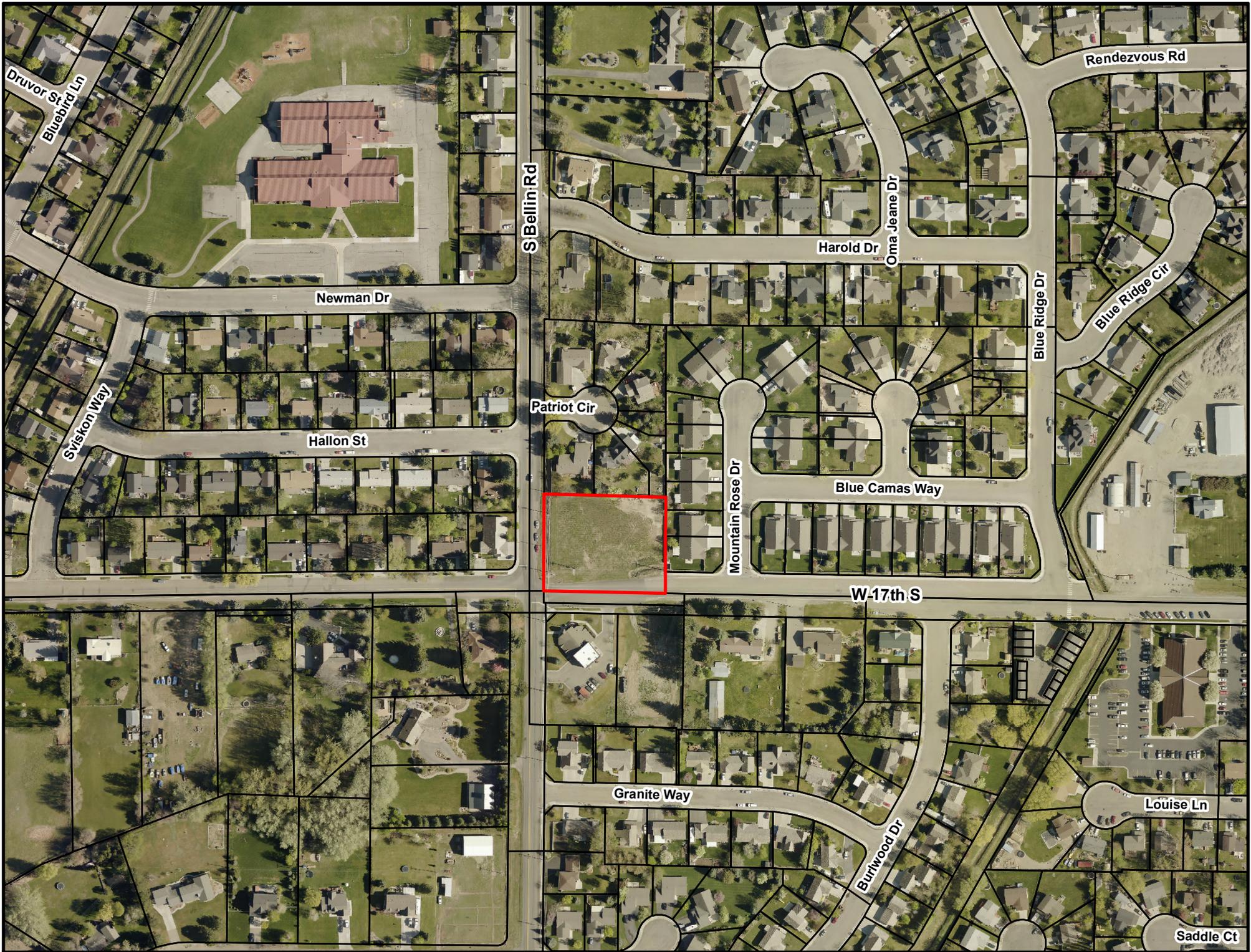
**Overlays**

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



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





Druvor St  
Bluebird Ln

Newman Dr

Sviskon Way

Hallon St

S Bellin Rd

Patriot Cir



Mountain Rose Dr

Harold Dr

Oma Jeane Dr

Blue Camas Way

W-17th S

Blue Ridge Dr

Rendezvous Rd

Blue Ridge Cir

Granite Way

Burwood Dr

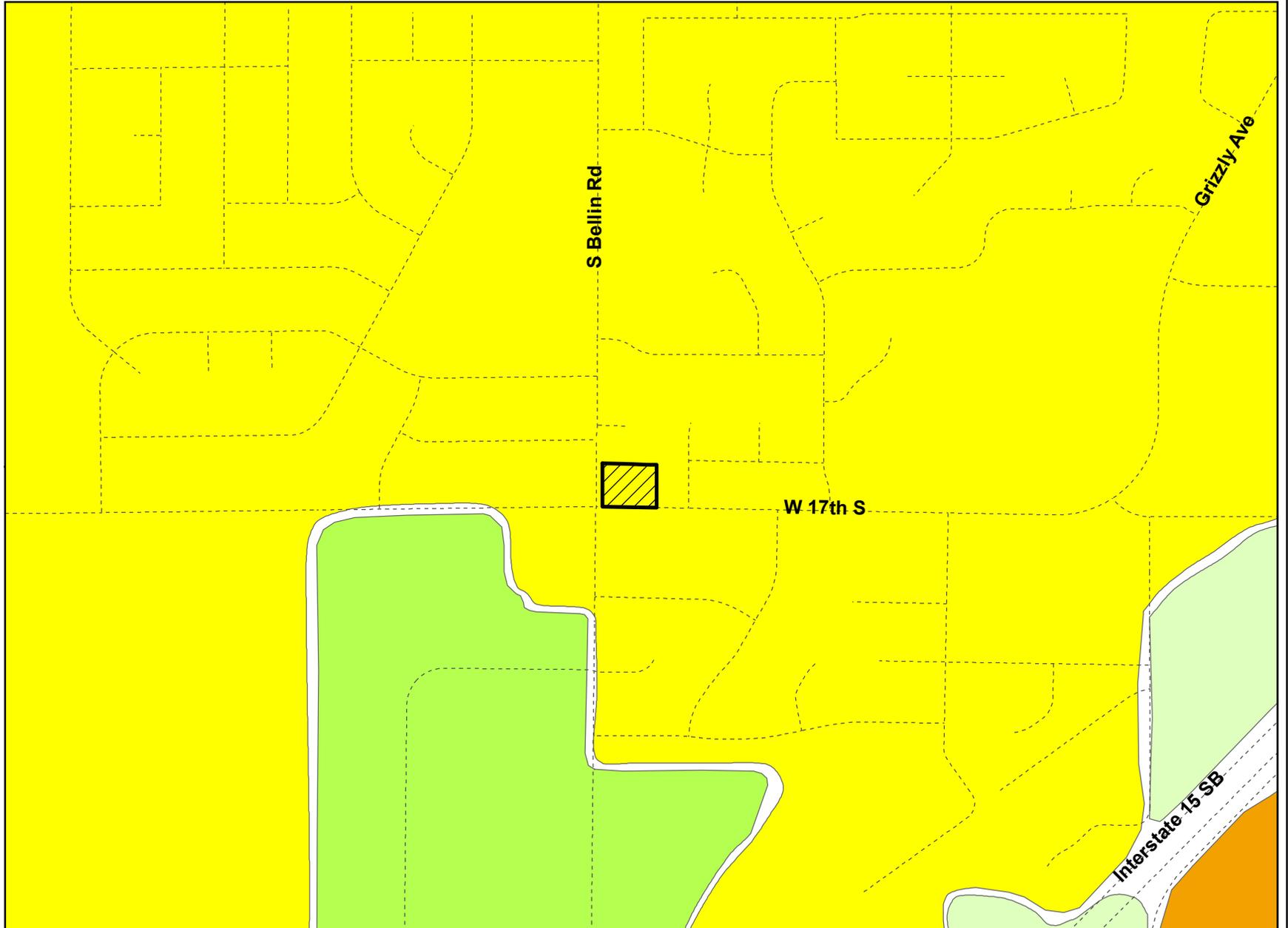
Louise Ln

Saddle Ct

Rezone RZON20-007 ~ 1.19 acres SW corner of the SW 1/4 of the SW 1/4 Section 23, Township 2N, Range 37 E

- |   |  |   |  |   |
|---|--|---|--|---|
|  Estate         |  Greenbelt Mixed Uses           |  Commercial              |  Higher Education Centers   |  Railroad Related Industrial |
|  Low Density    |  Parks, Recreation              |  Employment Centers      |  Planned Transition         |   |
|  Higher Density |  Public Facilities, Open Spaces |  Medical Services Center |  Highway Related Industrial |   |

Comprehensive  
Plan



IDAHO FALLS

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



IDAHO FALLS PLANNING AND ZONING COMMISSION

STAFF REPORT

**REZONE FROM R1 TO R3A**

1.19 acres SW corner of the SW 1/4 of the SW 1/4 Section 23, Township 2N, Range 37 E

**August 4, 2020**



Community  
Development  
Services

**Applicant:** Victor Sutherland  
**Project Manager:** Brent McLane

**Location:** Generally located at the north east corner of S. Bellin Rd and W 17th S

**Size:** 1.19 acres

**Existing Zoning:**

Site: R1

North: R1

South: R1

East: R1

West: R1

**Existing Land Uses:**

Site: Vacant

North: Single Unit Detached

South: Fire Station

East: Single Unit Attached

West: Single Unit Detached

**Future Land Use Map:**

Low Density Residential

**Attachments:**

1. Zoning Ordinance Information
2. Comprehensive Plan Policies
3. Maps and aerial photos

**Requested Action:** To **recommend** approval of the rezone from R1 to R3A to the Mayor and City Council.

**History:** The first preliminary plat that the property was included in was the Blue Ridge Preliminary Plat that was approved on August 10, 1999. On that preliminary plat it was identified as one large lot. The Blue Ridge Estates Division 2 final plat was approved on November 23, 1999. This final plat did not include this parcel. The Blue Ridge Preliminary Plat was then revised on December 3, 2002 and this property was removed from the preliminary plat. This property was annexed into the City on February 22, 2007 and was zoned R-1 at that time. This property was part of the Willow Tree Division 2 Final Plat that was approved by the Planning Commission on June 5, 2007 but never proceeded to the City Council.

**Staff Comments:** The City staff is not supportive of the requested R3A Zone, but feels the R2 Zone is appropriate and can both achieve the need for added density to make development of the property viable and at the same time have the development stay closer in character to the surrounding properties. The Comprehensive Plan designates this parcel as Low-Density Residential. This designation is used to help guide the decision to rezone the property, but it is not the only thing we need to look at. There is a property zoned R2 approximately 750 feet east on 17<sup>th</sup> South that is within the Low-Density Residential designation as well. As a review of this property has been made it is clear that there are some unique challenges associated with the development of the site. These include:

- The development of the northeast corner of Bellin and 17<sup>th</sup> South, which are two arterials. This would include roadway, curb and gutter, and sidewalks.
- Access to the development will be controlled and multiple drive approaches would not be allowed.
- There are two ditches that will need to be addressed with the development.
- The power lines may need to be relocated to accommodate the widening of the roadways.

The R1 zone makes this property difficult to develop into single-unit homes. They would not be allowed to have individual driveways that back out into the arterial roadways.

The Comprehensive Plan describes the need of providing a diversity of housing options within the City and identifies locations such as this one that are at major intersections as a good location for higher density housing. The plan also encourages that developments with higher density have access to the major roadways and not through local streets found in lower density developments.

If this property were to be developed to the medium density standards of the R2 Zone the development would be required to provide landscaping along the street frontages, buffers between adjacent to the single unit developments, two parking stalls per unit if they are two or more bedrooms each, stormwater retention for the site, and 50% landscaping on the entire lot. These requirements are designed to help blend a multi-unit development into the area and increase the quality of life of the residents of the development.

**Staff Recommendation:** Based on the location of the property at the intersection of two arterial roads, the vicinity of other multi-unit developments and single unit developments, and the policies of the Comprehensive Plan staff recommends a rezone to the R2 Zone.

### **Comprehensive Plan Policies:**

**Create a node of higher density housing and mixed uses to provide a ready market and to add interest to our arterial streets.** If a failing retail environment still includes or is near grocery stores, drug stores, small restaurants, and recreational amenities, encouraging redevelopment to higher density housing with limited retail may be an alternative which revitalizes the commercial strip. Effective design can minimize the negative impacts of traffic, and the ugliness of an older commercial strip can be reduced or eliminated by architectural quality, landscaping and trees including median landscaping, street lamps and furniture, wide sidewalks, and placement of restaurant, retail, and two- or three-story buildings near the street right-of-way. (p. 34)

**Arterial corners shall support higher density housing, quasi-public services, or community/neighborhood commercial services.** (p.41)

**Higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors, with access only to the collector street.** Apartments and townhouses are located adjacent to arterial and collector streets for two reasons. Larger lots necessary for higher density housing offer opportunities for building layout, setbacks, and buffering with berms and fences to minimize the impact of street noise. If apartments and townhouses are located close to arterial streets, traffic from apartments will not move through neighborhoods. However, higher density housing should still be clustered: it should not be used to line arterial streets. (p. 43)

**Plan for different commercial functions within the City of Idaho Falls.** Private developers recognize there are different types of commercial development serving different customers. In our planning, we need to understand these different functions and require different site standards. (p. 46)

**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. (Page 67)

**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. (pg. 40)

**Rezoning**

**Considerations:** Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

|  | <b>Staff Comment</b>  |
|--|---|
| The potential for disruption of agricultural irrigation and drainage systems   | There are currently two irrigation ditches that will need to be addressed with a plat and site plan.              |
| The potential for damage to neighboring properties or public facilities (including streets, culverts, bridges, and existing storm drains) from accelerated storm water or snow melt run-off  | There is no potential for damage to neighboring properties.   |
| The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements   | There will need to be some roadway improvements to the intersection of Bellin and 17 <sup>th</sup> South.         |
| The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services | There is capacity for services in this area for a development of the size that would be allowed on this property. |
| The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties   | The rezone would not create any nuisances outside of regular residential uses which is consistent with the area.  |
| Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment  | None  |

**Transportation Plan:** Bellin Road and 17<sup>th</sup> S are both arterial roads and will need to be upgraded at the time of development.

**Zoning Ordinance:**

**R2 Mixed Residential Zone.** This zone provides a residential zone characterized by smaller lots and dwellings, more compact and denser residential development; and higher volumes of vehicular and pedestrian traffic than are characteristic of the RE, RP and R1 Zones. The principal uses permitted in the R2 Zone shall be one (1), two (2), three (3), and four (4) dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

**R3A Residential Mixed-Use Zone.** To provide for a mix of uses in which the primary use of the land

is for residential purposes, but in which office buildings and certain other uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R3 Residential Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R3A Zone is essentially residential in character. Therefore, all uses must be developed and maintained in harmony with residential uses. This zone should be located along major streets such as arterials and collectors.

**11-3-4: STANDARDS FOR RESIDENTIAL ZONES.**

**Table 11-3-1: Standards for Residential Zones**

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

(Ord. 3218, 9-13-18)

(A) Minimum and Maximum Lot Area.

- (1) In the R1 Zone, the maximum lot size shall be thirteen thousand five hundred square feet (13,500 ft<sup>2</sup>), except for corner lots, wedge-shaped lots in cul-de-sacs, or other unusual shaped lots. This shall also not apply to conditional uses such as schools and religious institutions.
- (2) In the R2 zone, seven hundred and fifty square feet (750 ft<sup>2</sup>) shall be added to the minimum required area for each additional dwelling unit.
- (3) In the TN Zone, the maximum average lot area for subdivisions approved after the adoption of this Code, April 12, 2018, shall be six thousand two hundred and fifty square feet (6,250 ft<sup>2</sup>) in order to encourage a mix of lot sizes and dwelling types.  
(Ord. 3210, 8-23-18)

(B) Minimum and Maximum Setbacks.

- (1) Properties zoned RP and RP-A prior to the adoption of this Zoning Code shall meet the setbacks required at the time they were approved. A listing of applicable subdivisions can be found in the Section 11-7-2. The applicable setbacks required at the time they were approved are as follows.

**Table 11-3-2: Prior RP & RP-A Setbacks**

|                                  | RP | RP-A |
|----------------------------------|----|------|
| <b>Setbacks – Minimum in ft.</b> |    |      |
| Front                            | 30 | 30   |
| Side                             | 20 | 10   |
| Rear                             | 25 | 25   |

- (2) In the RP and R1 Zones, a minimum front setback of twenty feet (20') is permitted for lots which have their principal frontage on a turning circle of a cul-de-sac or the bulb of a ninety degree (90°) turn.
- (3) In the RP Zone, the side setback shall be a minimum of seven and a half feet (7.5') for single-story structures and a minimum of ten feet (10') for two-story structure.
- (4) When a multi-unit dwelling or commercial use is developed on a property that adjoins a property zoned RE, RP, R1, R2, TN, or on unincorporated land designated for Low Density Residential in the City's Comprehensive Plan and the height of the building is over twenty-four feet (24'), every one foot (1') of additional building height requires an additional two feet (2') in setback with the minimum setback being thirty feet (30').
- (5) In the TN Zone, the maximum front yard setback may be exceeded for residences that face a common open space area that fronts on the contiguous street and as otherwise permitted by Supplemental Standards for the TN Zone.
- (6) In the RMH Zone, a minimum rear yard of fifteen feet (15') may be permitted, if one of the required side yards is a minimum twenty-five feet (25').
- (7) In the R3A Zone, non-residential buildings shall have a rear setback of at least ten feet (10'). (Ord. 3210, 8-23-18) (Ord. 3233, 12-20-18)

(C) Maximum Lot Coverage, Building Height, and Density.

- (1) Public use, public service facility, school and religious institutions may be erected to any height, provided the building is set back from the required building setback lines at least one foot (1') for each additional foot of building height above the maximum height permitted in the Zone.
- (2) In the RE, RP, R1 and RMH Zones lot coverage shall only include those areas under roofs.
- (3) For multi-unit or commercial uses lot coverage shall include all areas under roofs and paved surfaces, including driveways, walks, and parking areas. The remaining lot area

shall be landscaped as required by this Code.

August 4, 2020

7:00 p.m.

Planning Department

Civic Auditorium

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

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

**MEMBERS ABSENT:** Arnold Cantu

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

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

**CHANGES TO AGENDA:** None.

**MINUTES:**

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

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

**Public Hearing(s):**

**2. RZON 20-007: REZONE. Rezone from R1 to R3A.**

Black opened the public hearing

**Applicant: Blake Jolley, Connect Engineering, 1150 Hollipark Drive, Idaho Falls, Idaho.** Jolley stated that the property is on the NE corner of the intersection of Belin and W 17<sup>th</sup> Street (Mill Road). Jolley stated that this parcel has been vacant for years and there are multiple things that are a struggle with development, including irrigation ditches, power lines on both sides. Jolley stated that a difficult parcel like this would not be good for driveways backing out which makes it hard to develop with the R1 designation as single family. Jolley stated that the initial request was for a rezone to R3A and after discussing with staff and his client, they have agreed that the R2 designation is a better fit for the area to provide the same opportunities that R3A will provide, but be more consistent with the area.

Hicks asked if the current access points would remain the same. Jolley indicated that that the City has indicated that there wouldn't be allowed access off Bellin, but rather the access would come from 17<sup>th</sup> South. Jolley stated that Bellin and Mill Road would have to be brought up to City Standards regardless of what type of development.

**Victor Southerland.** Southerland indicated that his understanding is the access would be off of Bellin, not W 17<sup>th</sup> South.

Hicks indicated that Bellin has more traffic currently than 17<sup>th</sup> South.

Jolley indicated that they will verify the access with their discussions with the City, but they have been told they will only receive one access point.

Denney asked why they chose R3A and now changed to R2. Jolley stated that staff felt like it would fit better, but still accomplish the same result in developing the property.

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

Dixon wanted to add to the Staff's comments. Dixon has been on the Planning Commission since the Blue Ridge development was started. Dixon stated that this was always an odd lot. Dixon stated that it hemmed this property in and made it hard to access to the east. Dixon indicated that they wanted that to develop as part of Blue Ridge, but they wanted a gas station/C store. Dixon stated that the property was walled off and had no access to Blue Ridge and it became an orphan because of the cost of curb, gutter, sidewalk on both sides.

#### **Letters Read:**

**Bridget Hall, 2895 Newman Circle, Idaho Falls.** Hall stated that it seems every prospering neighborhood in Idaho Falls is ruined by zoning and this applicant wants to do this to the Westside neighborhood now. Hall stated that she was drawn to the Westside neighborhood because it was the only one in their price range that wasn't surrounded by apartments, group homes and commercial buildings. Hall stated that the lot in question is surrounded by homes that are well maintained and changing the zoning will open the door for a building that completely goes against the character of the neighborhood.

**Bridget Hall, 2895 Newman Circle, Idaho Falls.** Hall pointed out that the public notice was on the less traveled street, blocked by shrubbery is too far away from the intersection to be noticeable. Hall feels this makes it deliberate in favor of rezoning. Hall wants the signs visible to the majority of residents in the future.

**Madgy Tawfiks Family, 1595 Patriot Circle, Idaho Falls, Idaho.** Tawfiks have more fence bordering the property and are impacted the most, and they are protesting in strongest terms to the rezone. Tawfik's have been in in Idaho Falls for 42 years, and their home was built in 1992. Tawfiks built their home with the intent to live in it for the rest of their lives. Tawfiks stated that the R1 homeowners love their homes and take care of their property in a manner that maintains home values. Tawfiks believe that the rezone to R3A it would negatively impact the lives of many people in the community and the rezone would be irreversible. Tawfiks stated that the benefits are a financial benefit to the property owner and the City tax revenue. Tawfiks understand the desire to expand City of Idaho Falls considering some social issues. Tawfiks stated that the risks to the community include but are not limited to: Reduction of home values; noise pollution; security problems, traffic safety, parking. Tawfiks indicated that the owner could resale the property after zoned R3A. Tawfiks believe the risk outweighs the benefit.

**Deanna Andrus.** Andrus is concerned that the rezone would allow a commercial business and that would make everyone in the neighborhood unhappy, and commercial should be built with

commercial. Andrus is not opposed to twin homes, but a big apartment complex would not be good.

**Appeared in Person:**

**Doug \_\_\_\_, 1560 Melrose, Idaho Falls, Idaho.** Doug has a petition from 83 local property owners that protest the rezone. Doug stated that the 83 property owners' concerns are as follows:

1. Rezoning this property to R3A is not in accordance with the Idaho Falls Land use Plan, which designates this property to be R1, low density.
2. Rezoning this property to R3A will create a small island of high density
3. Rezoning will cause a decrease in the value of the nearby properties.
4. No assurance that the rezone to R3A will not be developed to the maximum density allowed
5. R3A can have 35 house per acre, within minimal building set back.
6. No traffic reports to ensure access is appropriate.
7. The corner of Bellin and 17<sup>th</sup> South is across the Firehouse, and this property could create a safety hazard.
8. There are no nearby places of employment near this property and this will cause increased traffic flow
9. There are no safe zones near the property for children to catch a school bus.
10. There is no public transportation.
11. The property will have minimal space for parking.
12. A building that is 30' high can be built on this property which would cause nearby residents to lose their privacy.

Doug stated that not one resident showed any favor for the rezone.

**Wade \_\_\_\_\_, 1656 Melrose Drive, Idaho Falls, Idaho.** Wade asked what the difference is between R3A and R2. Wade asked the people at the Fire station and they didn't know about the attempt to rezone. Wade stated that he was concerned about parking. Wade is concerned about traffic flow.

**Lance Cole, 1605 Patriot Circle, Idaho Falls, Idaho.** Cole's backyard backs up to this property. Cole stated that in 1989 when they were developing this they tried to get a commercial designation for where the Fire Station is, and that is why there is resistance now. Cole doesn't feel that it makes sense to rezone R3A as it is too small of a parcel, and not in the character of the neighborhood. Cole stated there is no R3A anywhere in the area. Cole stated that they would like to see something that would support the neighborhood, such as a senior-living housing as this location is conducive to that type of development with surrounding supportive things, including medical support, and walking paths. Cole would like to have an idea of what the developer is trying to do. Cole stated that Bellin and Mill are extremely busy roads.

**Mike Groberg, 540 Castlerock, Idaho Falls, Idaho.** Groberg is concerned because the Petition and all discussion prior to the hearing was R3A and now at the meeting R2 is being suggested. Groberg feels that they need to redo the public hearing, so they have time to learn about R2.

**Dave VanHaften, 1581 Patriot Circle, Idaho Falls, Idaho.** VanHaften strongly objects to the R3A to a well established R1 neighborhood, and the proposed rezone will alter the character of the neighborhood. VanHaften stated that the description of the rezone indicates that the final zoning would be an undefined combination of R1 and R3A. VanHaften stated that he is told that is a typo, but it has confused people and they don't know what is intended. VanHaften stated that the existing neighborhood has in the past resisted the encroachment of commercial enterprise. VanHaften stated that R3A would encourage creeping commercialization. VanHaften stated that R3A would allow for 1-acre island of high density surrounded by large single-family lots. R3A doesn't have a restriction on structure height and the only limitation on population is parking. VanHaften stated that continued vacancy is unfortunate, but a suitable building matched to the existing community could turn it into an asset. VanHaften stated that R3A does not match and will not improve the neighborhood.

Cramer stated that he has asked City legal Counsel whether or not when a zone is proposed and advertised, whether or not the Commission can consider a different zone. Cramer stated that the practice of this Commission is that if someone requests something that is more intense than what is advertised then the Commission would require a new public hearing for that request, however at this time if someone asks or recommend a less intense zone, that doesn't require a new hearing. Cramer indicated that legal agreed. Cramer stated that tonight's hearing is only a recommendation to City Council and there will be another hearing where City Council could approve the hearing. Cramer explained if they have to re-notice for a hearing for R2 it would take place in September, and if they move forward and allow this Commission to make a recommendation, then it would be reset for a hearing in September with City Council. Cramer confirmed that there will be a new hearing no matter what zone is recommended by the Planning Commission. Cramer reiterated that City Legal Counsel feels it is ok to move forward with a recommendation tonight because the request is less intense. Cramer indicated that in the R2 Zone it allows for single unit detached, single unit attached, and multi-unit dwelling up to a 4-plex, with an allowed height of 3 stories with a maximum density of 17 units per acre. Cramer indicated that the maximum height in an R1 is 2 stories with a density of 6 units per acre.

Hicks stated that if this had been advertised as R2 they likely wouldn't have the same comments.

Cramer stated that you are within the law to consider a different zone and it would be advertised for the City Council hearing.

Wimborne stated that they could make a recommendation for R1 and the City Council can make the decision and could change it to R2. Wimborne clarified that City Council will make the final decision of what the zone is. Cramer agreed.

Denney stated that if they put in townhomes, the setback would increase for the height and then there is also parking requirements so that would limit density. Cramer agreed and stated that any zone that allows multi-unit residential that is up against single unit residential requires anything more than 2 stories tall for every 1' of building height the building has to be 2' additional feet setback (+ the regular 20' setback). Cramer added that parking is a limitation as every unit will require 2 parking stalls (except 1-bedroom units).

**Blake Jolley, CE, 1150 Hollipark, Idaho Falls, Idaho.** Jolley stated that the R2 is a more restrictive zone compared to the R3A and the R2 would address a lot of the comments that have been made by the public. Jolley stated that the concern about height in R3A and stated that the

dimensions of this property would be very restrictive if they do anything over 2 stories. Jolley stated that in an R1 zone a 2-story building is allowed and with the height restrictions it would make it similar to what is seen in the surrounding areas. Jolley stated that parking will be the restriction of what can be done with the property. Jolley gave an example of a townhome or 4 plex would require 2 parking spaces, so if there is a 4 plex on this property they would need 8 parking spaces, and parking will quickly restrict property density. Jolley stated that the landowner is the person responsible to build the streets to the City standards and the City doesn't participate. Jolley stated that the Comprehensive Plan doesn't have a medium density and R2 is a medium density, so where does it belong. Jolley stated that the fire station to the south and the rezone is circulated between the City departments including Fire and the Fire Marshall or one of their representatives would have knowledge and make comments regarding the rezone. Jolley stated that with development there comes traffic, and on arterials is where you want to see these types of development. Jolley stated that the Commission is a recommending body, and this will go to City Council for another hearing.

Dixon asked about a PUD on the property because it is hard for the public to envision what needs to be done and how much land will actually be left and how much is developable after setbacks. Dixon stated that at some point showing what would be proposed would be the easiest path forward.

**Victor Southerland, applicant/owner, Silver Meadows Drive, Idaho Falls.** Southerland stated that there are townhomes just down the road, and he knows that they will be limited to what they can build. Southerland is happy to give more details.

Dixon reiterated what Southerland stated because he was very broken up. Dixon stated that there is a property that is R2 that is directly across from Blue Ridge intersects with W 17<sup>th</sup> and is roughly similar in size, and that would give people an idea of what could be done on this lot if it was zoned R2. Southerland agreed with Dixon's interpretation.

McLane stated that a PUD option would be available, but the PUD isn't in the zoning designation so it isn't something that can be recommended as a zoning designation. McLane stated that the PUD would be brought at a different time. Dixon stated that they have in the past done motions to recommend a zone with a PUD Overlay. McLane stated that Planned Unit Development is a use listed in the Use Table and there are specific regulations that go along with the PUD. McLane stated that the recommendation for the PUD would have to come along with an application that meets those requirements of a PUD.

Wimborne agreed it is hard to visualize what can happen on a piece of property, but the R2 zone already has limits in place and a PUD is not necessary.

Black closed the public hearing.

Black suggested polling each Commissioner and ask for comments.

Black stated that the County has told the City they need to develop the vacant in town lots and developers are trying to do that infill and applauds the developers for trying to do that and Idaho Falls needs more housing. Black stated that getting housing in some of these infill lots is difficult. Black wants to be respectful of time and wants to recommend tonight and then there will be more time for research before it goes to City Council.

Dixon stated that he agrees that there will be time between now and City Council meeting for everyone to research a more restrictive zone. Dixon would like this corner developed as it is odd. Dixon does not support R3A because of the potential for commercial development, but since it has been indicated that R2 is acceptable, that would be supported as a recommendation.

Wimborne agreed with Black and shares the frustration that they haven't had the time to research R2, but the testimony and history of the property has influenced her to see that R2 make more sense for the site. Wimborne would agree with R2 and recommend R2 to City Council, and they can have more public testimony.

Morrison agreed with the previous comments and believes R2 is good for this property and is willing to make a motion.

Hicks does not recommend forwarding it to City Council as he has not been allowed to see it as an R2.

Romankiw agrees with the comments and would second Morrison's motion.

Denney thinks it is great when the community gets involved and thinks that the R2 zone is more compatible with the surrounding neighborhood due to the limitations that can be blended much better than a commercial/residential zone. Denney would recommend the R2.

**Morrison moved to recommend to the Mayor and City Council approval of the Rezone from R1 to R2 for 1.19 acres SW corner of the SW ¼ of the SW ¼ Section 23, Township 2N, Range 37 E, Romankiw seconded the motion. Black called for roll call vote: Dixon, yes; Wimborne, yes; Morrison, yes; Hicks, no; Romankiw, yes; Denney, yes. The motion passed 5-1.**

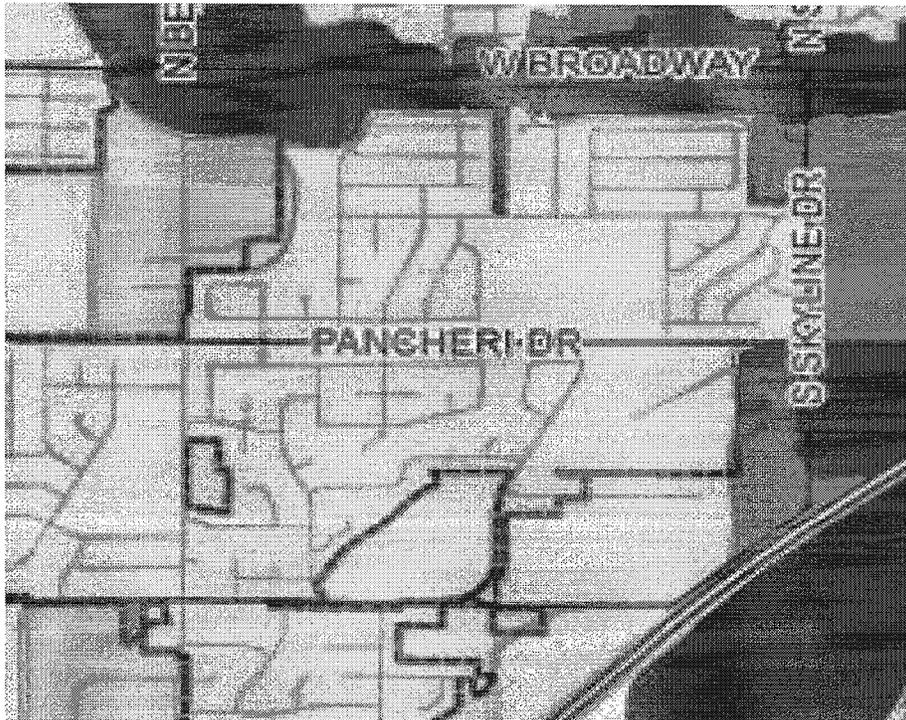
Date: \_\_\_\_\_

To: Idaho Falls Planning and Zoning Commission

Re: RZON20-007 Public Hearing scheduled on 8/4/2

We, the neighbors living in close proximity to the property being considered for rezoning from R1 to R3A zoning object to this rezoning action and strongly protest for reason stated below. Some of the basis for our protest are summarized in part below but due to the limited time allowed for our presentation we will keep them brief.

1. The current City of Idaho Falls Land Use Plan dated February 14 2013 clearly designates the property in question and all the surrounding property to be R1, low-density single-dwelling residential (see attached image extracted from Land Use Plan).



- City Limit
- Estate
- Low Density
- Higher Density

a. Rezoning this R1 property to R3A will create a small island of high-density residential mixed-use property within a low-density single-dwelling residential existing area and will most likely cause a decrease in the value of nearby properties.

b. There is no assurance that if rezoned to R3A that the property will not be developed to contain the maximum number of housing units or other structures presently allowed by a R3A zone property, such as listed below extracted from the **City of Idaho Falls Municipal Code Title 11 Comprehensive Zoning, Chapter 2, section 11-2-3: Allowed Uses in Residential Zones Table 11-2-1**

Accessory use  
Animal Care Clinic  
Health Care and Social Services  
Information Technology  
Manufactured Home  
Eating establishment, limited

Professional Service  
Bed and Breakfast  
Residential Care Facility  
Laundry and Dry Cleaning  
Financial Institution

Transite Station  
Parking Facility  
Boarding /Rooming House  
Dwelling, two unit  
Personal Service

2. Traffic on the corner of Bellin Road and West 17<sup>th</sup> Street South, where this property is located, is heavy at times. There is currently a 4-way stop at his corner and at times the flow of heavy traffic can interfere with the first responders leaving and returning to the fire station. Any increase in traffic congestion and flow of vehicles due to increase access to and from this property, and any parking along the streets on each side of this corner will create a potential safety hazard and may cause delays in first responder's action. There should be a traffic flow assessment made to determine if any issues may arise due to the increase in traffic congestion and flow of vehicle access to this property.
3. There is no public transportation in the vicinity of the property. If high-density units or other structures are allowed to be built, there will be typically at-least 1 car per individual or family and a business would involve many more vehicles. The property will have minimal space available for parking and there is no street parking allowed near this property on West 17<sup>th</sup> Street South. The current small parking space on Bellin Road will most likely be eliminated to provide an access driveway to the property. Lack of parking will cause serious problems especially for any spillover parking from these new residents and their guests and that will go to the nearby streets. There are no safe zones near the property for children to catch school buses.
4. Being only 1.18 acres, snow removal in the winter from an R3A development on this property will be problematic. According to Section 8-10-11 of the City of Idaho Falls Code of Ordinances, it is unlawful to place snow removed from sidewalks, private driveways and driveway approaches onto the street.
5. According to Section 11-3-8 of the City of Idaho Falls Zoning Ordinance, buildings up to 30 feet high with minimal set back could be built on this property. This would cause nearby residents to lose their current backyard privacy.

**From:** [Kerry Beutler](#)  
**To:** [Brent McLane](#)  
**Subject:** FW: Public Comments on Project RZON20-007  
**Date:** Monday, July 27, 2020 8:14:15 AM  
**Attachments:** [image001.png](#)

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Brent,

See email below.



Community Development Services Department  
**Kerry Beutler** | Assistant Planning Director

680 Park Avenue  
Idaho Falls, Idaho 83402  
Work: (208) 612-8278  
[kbeutler@idahofallsidaho.gov](mailto:kbeutler@idahofallsidaho.gov)

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**From:** Lance Cole <coleltdl@cablone.net>  
**Sent:** Sunday, July 26, 2020 12:53 AM  
**To:** Kerry Beutler <kbeutler@idahofallsidaho.gov>  
**Subject:** Public Comments on Project RZON20-007

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kerry,

I am attaching my public comments on Project RZON20-007 as called for in your letter dated 8/4/2020. My home residence backs up to the subject property. I ask that you review my comments and use them as you see fit with regard to the public meeting to be held on 8/4/2020 at 7:00 PM. I plan to attend that meeting at the Civic Center.

### **Comments from Lance Cole, 1605 Patriot Circle, Idaho Falls, ID on RZON20-007**

I am writing to the Planning Commission regarding the public hearing for Project RZN20-007, Corner of Bellin and W17 to R1, Single Dwelling Residential and R3A, Residential Mixed Use. I take exception to the newly proposed partial zoning to R3A.

Before I state my objections and proposed alternatives, I think it beneficial to give of my back ground knowledge of the property's history. I live at 1605 Patriot Circle which is a cul-de-sac developed by David Collet in the approximate 1986 time frame. I built the third of five houses in the cul-de-sac in 1989. Magdy Tawfik built a home next to mine in 1990. The approximate 1 acre of this rezoning effort lays immediately to the south our properties, so we will be among the most affected neighbors.

The Dixon farm that surrounded the Patriot Circle properties was developed in the approximate 1991/1992 time frame and implemented in incremental sections (zoned as R1). Each new section was reviewed and approved by the zoning committee. My neighbors and I attended multiple zoning meetings during the housing development phase, since it obviously could impact our properties. At the time, I worked at the INL with Brent Dixon of the City Planning Commission. We occasionally discussed the development of the property. Brent told me that he was concerned that the developers seemed to be dragging their feet on bringing the 20-007 parcel as each of the sections were submitted for approval and he feared it becoming a “problem island” in the development. Interestingly, Brent later told me that the developer informed him that the 1 acre parcel had been sold and was removed from the housing development. It is my belief that the developer looked at the high costs associated with dealing with the farm ditch, curb and cutter, and sidewalks as unprofitable and thus “ditched” the property.

The farm property, located immediately across the street from the 20-007 parcel, was owned by a family friend, John Newman. In the approximate 1988 time frame, John was seeking to develop his farm land for homes. He proposed to zone the property where the West Side Fire Station is now located to allow building a convenience store. Hearings were held and the people in the surrounding areas objected to the commercial development in this housing area. John withdrew his proposal and later sold most of his farm to Larry Reinhart for development. The point of bringing this up is that there is a history of neighbors who have rejected commercial development just across the street from the 20-007 property.

It makes little sense to me to rezone the property to R3A to allow the import of office buildings or other semi-commercial businesses on this tiny one acre piece of land. That is not in the character of this surrounding neighborhood. It seems illogical to begin semi-commercial development in the small (1 acre) 20-007 lot. A quick look at the Idaho Falls property zoning map reveals that there is no R3A zone in the vicinity of this property.

My neighbors and I would like to see something developed on the property that supports the nature of the surrounding homes. We would gladly support a concept that offers a beneficial scheme such as a senior-living type complex with quality small homes. The property location offers emergency medical support across the street at the West Side Fire Station and the nearby neighborhoods offer very nice walking paths, including asphalt walking paths around the West Side and Fox Hollow elementary school grounds.

Rezoning the 20-007 property for an as yet unidentified semi-commercial business seems reckless. It appears to be a “Just Trust Me” proposal with no justification that a legitimate and viable semi-commercial business has been identified. I believe it would be beneficial for the Zoning Commission to require a business plan to support proposed radical zoning change from a R1 zone to a combined R1/R3A zoning classification. If such a plan exists, it should be presented to the public to explain and justify this proposed zoning change.

Thank you for taking the time to review my information and recommendations.

Sincerely,

Lance Cole  
1605 Patriot Circle

Idaho Falls, Idaho 83402  
208-680-3372

Response to the Idaho Falls Planning and Zoning Commission public hearing regarding project RZON20-007

To: The Planning and Zoning Commission of Idaho Falls

Reference: Notice of Public Hearing, dated 8/4/2020

From: Magdy Tawfik's family

Address: 1595 Patriot circle, Idaho Falls, ID 83402

Dear Commission members:

We appreciate the opportunity to express our opinion regarding this application.

We are the most impacted people as we have more fence bordering the property requested for rezoning than anyone else. We'd like to respectfully express our protest in the strongest possible terms to this rezoning proposal.

We understand, as we talked to our neighbors, that they too strongly object the rezoning.

We have been living in Idaho Falls for almost 42 years. My wife and I worked for the INL. Our home was custom built in 1992. Magdy was the general manager during the building process. This gave us an appreciation for the differences in quality and cost of homes. We built our home with the intent to live in it for the rest of our lives. The neighborhood and the reasonable population density were our strongest motives to build at this location. We tried our best to maintain this home during those years. The area around us is zoned R1. The home owners are a model of responsible citizens. They love their homes and take care of their properties in a manner that maintains the home values.

We believe that if the city approves changing the zoning from R1 to R1/R3A, it would negatively impact the lives of many families in this great community.

Moreover, it seems that if this proposal passed, it would be irreversible.

We looked at this proposal from the Risk/Benefit ratio view point.

We see the following:

The **benefits** are basically a financial profit to the property owner and perhaps the city tax revenues. We also understand the desire to expand Idaho Falls city, considering some social issues.

The **risks** to the community include and are not limited to the following:

- Reduction of home values and consequently possible lower future tax revenues to the city.
- Noise pollution
- Security concerns
- Safety concerns due to traffic congestion in the rezoned area itself in the corner of Bellin Road West 17<sup>th</sup>.
- Due to the small size of this proposed project area, it would be a challenge to find adequate parking for the new owners/renters' own cars. Their visitors may select to park in the surrounding streets. This can cause problems with the current home owners. Tensions can escalate.
- Please keep in mind that the new owner of this lot may decide to sell it for a profit after rezoning to R3A. The future owner may decide to use the land for the maximum allowed population density for that rezoning. That would be a nightmare for this community.

We do not want to be redundant with what we expect you to hear from other neighbors. In brief, it is our opinion that the risks associated with approving this proposal, to many of us in this community, outweigh the benefits to a few.

Thanks for taking the time to review the above information.

Best regards.

Tawfiks

Date: July 31, 2020

To: Idaho Falls Planning and Zoning Commission

Re: RZON20-007, Corner of Bellin and W 17th to R1, Single Dwelling Residential and R3A, Residential Mixed Use

I have reviewed the information provided for the proposed rezoning. I strongly object to the introduction of Zone R3A into what is a well-established R1 neighborhood. The proposed rezoning represents a substantial alteration in the existing character of the whole neighborhood. This alteration would take place at the expense of property values and quality of life of the existing homeowners for the immediate benefit of the developer and possible benefit of prospective future residents or commercial enterprises.

Specific comments:

1. The description of the proposed rezoning contained in the Notice of Public Hearing indicates that the final zoning would be an undefined combination of R1 and R3A. I have been told (B. McLane, 7/28/2020) that this is a typographical error. This error unfortunately obscures the character of the zone change being proposed, and makes it difficult to evaluate the merits of the proposal.
2. The existing neighborhood is exclusively residential in character, and the neighborhood has a significant history of successfully and enthusiastically resisting encroachment of commercial enterprise. R3A zoning would allow or encourage creeping commercialization, willy-nilly, long after this rezoning question is resolved.
3. The developer appears to have a specific intention for development of the site, but his intention is only that: an intention, without legal significance. Zoning such as R3A would allow many undesirable land uses either now or sometime in the future.
4. Aside from the issue of commercialization, the R3A zoning designation would allow, for all intents and purposes, a one-acre island of relatively high residential density tucked inside a sea of R1 single-family dwellings situated on relatively large lots, many with extensive landscaping. In R3 or R3A, there are no restrictions on structure height or (therefore) population, up to the potential maximum 35 units. The only effective limitation on the size of the project would be available off-street parking. This is incongruous because the density is so high and the site is so small.

The continuing vacancy on the property in question is somewhat unfortunate, and a suitable building project, carefully matched to the existing community, could turn it into an asset. Unfortunately, the proposed R3A rezoning does not match or enhance the neighborhood, and so has the potential to degrade, rather than improve the neighborhood. Therefore, I continue to oppose this rezoning.

Sincerely,

David Van Haaften Family  
1581 Patriot Circle  
Idaho Falls, ID 83402  
208-522-4165

Date: July 30, 2020

To: Idaho Falls Planning and Zoning Commission

Re: RZON20-007 Public Hearing scheduled on 8/4/20

We, neighbors living close to the property to be considered for R3A zoning, object to this project and strongly protest the rezoning of this property from R1 to R3A. We believe that the HUD No. 20-109 July 23, 2020 announced rescinding of the Affirmative Furthering Fair Housing (AFFH) regulation issued in 2015 concerning building of low-income housing in suburban neighborhoods is applicable to this property.

([https://www.hud.gov/press/press\\_releases\\_media\\_advisories/HUD\\_No\\_20\\_109](https://www.hud.gov/press/press_releases_media_advisories/HUD_No_20_109))

The following are concerns expressed by 83 nearby property owners who have signed this protest.

1. Rezoning of this property to R3A is not in accordance with the current City of Idaho Falls Land Use Plan which designates this property and all the surrounding property to be R1, low-density single-dwelling residential.
2. Rezoning this property to R3A will create a small island of high-density residential mixed-use property.
3. R3A zoning of this land will cause a decrease in the value of nearby properties. It is wrong for a developer to make a profit at the expense of decreased property values of neighboring properties.
4. We have no assurance that if rezoned to R3A that the property will not be developed to contain the maximum number of housing units allowed in an R3A zone.
5. According to Table 11-3-1 of the City of Idaho Falls Zoning Ordinance, this property could be developed to contain a density of 35 housing units with a minimal building setback distance. This clearly is not compatible with R1 low-density housing currently in the area.
6. There has been no traffic flow assessment made to determine if access to this property by up to 35 cars, one for each potential residence, is even feasible.
7. Traffic on the corner of Bellin Road and West 17<sup>th</sup> Street South, where this property is located, is heavy at times. With the 4-way stop and not interfering with fire trucks from the fire station, access to and from this property by up to 35 vehicles will create a potential safety hazard.
8. There are no nearby businesses or places of employment within walking distance from the property. This will cause increased traffic flow to and from the property.
9. There are no safe zones near the property for children to catch school buses.
10. There is no public transportation in the vicinity of the property being considered for rezoning. Occupants in high-density units typically will have at least 1 car. The property will have minimal space available for parking. There is no street parking allowed near this property on West 17<sup>th</sup> Street South. The current small parking space on Bellin Road will most likely be eliminated to provide an access driveway to the property. Parking will cause a serious problem. Spillover offsite parking by residents and guests on the limited parking on nearby streets will cause discontent.
11. Being only 1.18 acres, snow removal in the winter from an R3A development on this property will be problematic. According to Section 8-10-11 of the City of Idaho Falls Code of Ordinances, it is unlawful to place snow removed from sidewalks, private driveways and driveway approaches onto the street.
12. According to Section 11-3-8 of the City of Idaho Falls Zoning Ordinance, buildings up to 30 feet high with minimal set back could be built on this property. This would cause nearby residents to lose their current backyard privacy.



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HUD No. 20-109

HUD Public Affairs

(202) 708-0685

**FOR RELEASE**

Thursday

July 23, 2020

**SECRETARY CARSON TERMINATES 2015 AFFH RULE**  
*Removal of rule returns power to localities in effort to advance fair housing nationwide*

WASHINGTON - U.S. Department of Housing and Urban Development (HUD) Secretary Ben Carson today announced the Department will ultimately terminate the Obama Administration's Affirmatively Furthering Fair Housing (AFFH) regulation issued in 2015, which proved to be complicated, costly, and ineffective—so much so that Secretary Carson essentially removed its burden on communities by suspending the regulation's 92 question grading tool in January 2018.

"After reviewing thousands of comments on the proposed changes to the Affirmatively Furthering Fair Housing (AFFH) regulation, we found it to be unworkable and ultimately a waste of time for localities to comply with, too often resulting in funds being steered away from communities that need them most," said Secretary Carson. "Instead, the Trump Administration has established programs like Opportunity Zones that are driving billions of dollars of capital into underserved communities where affordable housing exists, but opportunity does not. Programs like this shift the burden away from communities so they are not forced to comply with complicated regulations that require hundreds of pages of reporting and instead allow communities to focus more of their time working with Opportunity Zone partners to revitalize their communities so upward mobility, improved housing, and home ownership is within reach for more people. Washington has no business dictating what is best to meet your local community's unique needs."

This brand-new rule, called *Preserving Community and Neighborhood Choice*, defines fair housing broadly to mean housing that, among other attributes, is affordable, safe, decent, free of unlawful discrimination, and accessible under civil rights laws. It then defines "affirmatively furthering fair housing" to mean any action rationally related to promoting any of the above attributes of fair housing.

Now, a grantee's certification that it has affirmatively furthered fair housing would be deemed sufficient if it proposes to take any action above what is required by statute related to promoting any of the attributes of fair housing. HUD remains able to terminate funding if it discovers, after investigation made pursuant to complaint or by its own volition, that a jurisdiction has not adhered to its commitment to AFFH.

Attachment to Protest of Rezoning Property at the corner of Bellin Road and West 17<sup>th</sup> South

| <u>Name (printed)</u> | <u>Address</u> | <u>Signature</u> |
|-----------------------|----------------|------------------|
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- |    |  |                                 |                                  |
|----|--|---------------------------------|----------------------------------|
| 1  | <u>Gerald N. Storer</u>                  | <u>1672 Mt. Rose Dr</u>         | <u>Gerald N. Storer</u>          |
| 2  | <u>Ida Mae Hanson</u>                    | <u>1600 Mt Rose Dr.</u>         | <u>Ida Mae Hanson</u>            |
| 3  | <u>MARION HUDNALL</u>                    | <u>1572 Mt. Rose Dr</u>         | <u>Marion Hudnall</u>            |
| 4  | <u>M<sup>auna</sup> KERSWELL</u>         | <u>1584 MT ROSE DR</u>          | <u>M<sup>auna</sup> Kerswell</u> |
| 5  | <u>Terry Kerswell</u>                    | <u>1584 Mountain Rose Dr.</u>   | <u>Terry Kerswell</u>            |
| 6  | <u>Douglas R Wenzel</u>                  | <u>1560 Mountain Rose Drive</u> | <u>Douglas R Wenzel</u>          |
| 7  | <u>Joyce V. Wenzel</u>                   | <u>1560 Mountain Rose Dr.</u>   | <u>Joyce V. Wenzel</u>           |
| 8  | <u>Beverly Brown Butler</u>              | <u>1577 Mountain Road</u>       | <u>Beverly Brown Butler</u>      |
| 9  | <u>Scott Seely</u><br><u>Scott Seely</u> | <u>1589 Mountain Rose Dr</u>    | <u>Scott Seely</u>               |
| 10 | <u>Val Seely</u>                         | <u>1589 Mt Rose Dr</u>          | <u>Val Seely</u>                 |

Attachment to Protest of Rezoning Property at the corner of Bellin Road and West 17<sup>th</sup> South

|    | <u>Name (printed)</u> | <u>Address</u>        | <u>Signature</u>  |
|----|-----------------------|-----------------------|-------------------|
| 11 | JOANN MARTIN          | 2499 Blue Camas Way   | Joann Martin      |
| 12 | Jamilyn Williams      | 2455 Blue Camas Way   | J. Williams       |
| 13 | Kellie Blessinger     | 2483 Blue Camas way   | Kellie Blessinger |
| 14 | Sue Braastad          | 1610 Blue Camas Ct    | Sue Braastad      |
| 15 | Eugene Miller         | 1576 BLUE CAMAS CT    | Eugene Miller     |
| 16 | MYRNA MILLER          | 1576 Blue Camas Ct    | Myrna Miller      |
| 17 | Kevin Barton          | 1575 Blue Camas CT    | Kevin Barton      |
| 18 | Janet Barton          | 1575 Blue Camas Ct    | Janet Barton      |
| 19 | Nancy Lasky           | 1568 Blue Camas Ct.   | Nancy Lasky       |
| 20 | William Souden        | 1658 Mountain Rose Dr | W. Souden         |

Attachment to Protest of Rezoning Property at the corner of Bellin Road and West 17<sup>th</sup> South

|    | <u>Name (printed)</u>                  | <u>Address</u>             | <u>Signature</u>          |
|----|--|----------------------------|---------------------------|
| 21 | <u>Carol Sawyer</u>                    | <u>1656 Mountain</u>       | <u>Carol Sawyer</u>       |
| 22 | <u>Sandra L. Peterson</u>              | <u>1638 Mountain Rose</u>  | <u>Sandra L. Peterson</u> |
| 23 | <u>Lorrie Stoneberg</u>                | <u>2411 W 17 S.</u>        | <u>Lorrie Stoneberg</u>   |
| 24 | <u>Adrien Davidson</u>                 | <u>1779 Burlwood</u>       | <u>Adrien Davidson</u>    |
| 25 | <u>Ellen Davidson</u>                  | <u>1779 Burlwood</u>       | <u>Ellen Davidson</u>     |
| 26 | <u>Terri L. Taff</u>                   | <u>1869 Burlwood</u>       | <u>Terri L. Taff</u>      |
| 27 | <u>Matthew Hastings</u>                | <u>1780 Burlwood Drive</u> | <u>Matthew Hastings</u>   |
| 28 | <u>Miara McKenzie</u>                  | <u>1780 Burlwood Dr.</u>   | <u>Miara McKenzie</u>     |
| 29 | <u>James Murphy</u>                    | <u>1756 Burlwood</u>       | <u>James Murphy</u>       |
| 30 | <u>Ken Taylor</u><br><u>Ken Taylor</u> | <u>1565 Mt. Rose Dr.</u>   | <u>Hanneth Taylor</u>     |

Attachment to Protest of Rezoning Property at the corner of Bellin Road and West 17<sup>th</sup> South

| Name (printed) | Address | Signature |
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- |    |                                  |                          |                   |
|----|----------------------------------|--------------------------|-------------------|
| 31 | Connie M Taylor                  | 1565 Mt Rose Dr          | Connie M Taylor   |
| 32 | Yasemin<br>Pasamehmetoglu        | 1565<br>Blue Camas Ct.   | Y. Pasamehmetoglu |
| 33 | Bruce L. Albright                | 1803 Burlwood Dr.        | Bruce Albright    |
| 34 | Kurt D. Hamman                   | 1806 Burlwood Dr.        | Kurt Hamman       |
| 35 | Corynne Hamman                   | 1806 Burlwood Dr.        | Corynne Hamman    |
| 36 | Val Davies                       | 2464 Granite Way         | Val Davies        |
| 37 | Hayleen Davies<br>Hayleen Davies | 2464 Granite Way         | Hayleen Davies    |
| 38 | Jessie Louejoy                   | 2613 17 <sup>th</sup> S. | Jessie Louejoy    |
| 39 | STEVE BALE                       | 2499 GRANITE WAY         | Steve Bale        |
| 40 | Laura Pamiriz                    | 2486 Granite way         | Laura Pamiriz     |

Attachment to Protest of Rezoning Property at the corner of Bellin Road and West 17<sup>th</sup> South

|    | <u>Name (printed)</u>              | <u>Address</u>      | <u>Signature</u>   |
|----|------------------------------------|---------------------|--------------------|
| 41 | Magdy Tawfik                       | 1595 Patriot Cir.   | M Tawfik           |
| 42 | Isis Tawfik                        | 1595 Patriot Cir.   | Isis Tawfik        |
| 43 | Tamarine Henslee                   | 1573 Patriot Cir.   | Tamar Henslee      |
| 44 | Sherry Randolph<br>STEVEN RANDOLPH | 1565 Patriot Cir.   | Sherry Randolph    |
| 45 | Steve Randolph                     | 1565 Patriot Cir.   | Steve Randolph     |
| 46 | David H Van Haften                 | 1581 Patriot Cir.   | David H Van Haften |
| 47 | Dorothy Van Haften                 | 1581 Patriot Cir.   | Dorothy Van Haften |
| 48 | Lance T. Cole                      | 1605 Patriot Circle | Lance T Cole       |
| 49 | Donna L. Cole                      | 1605 Patriot Cir.   | Donna L Cole       |
| 50 | Roy L. Cobligh                     | 1724 Ironwood Dr.   | Roy L. Cobligh     |
| 51 | Susan Cobligh                      | 1724 Ironwood Dr.   | Susan Cobligh      |

Attachment to Protest of Rezoning Property at the corner of Bellin Road and West 17<sup>th</sup> South

| <u>Name (printed)</u> | <u>Address</u> | <u>Signature</u> |
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|    |                           |                                  |                           |
|----|---------------------------|----------------------------------|---------------------------|
| 52 | <u>Jose Ramirez</u>       | <u>2486 granite Way</u>          | <u>Jose Ramirez</u>       |
| 53 | <u>Wayne D. Patterson</u> | <u>2525 Grandway</u>             | <u>Wayne D. Patterson</u> |
| 54 | <u>Janet M. Patterson</u> | <u>"</u>                         | <u>Janet M. Patterson</u> |
| 55 | <u>Lindley A Bailey</u>   | <u>2631 Hallen St</u>            | <u>Lindley A Bailey</u>   |
| 56 | <u>Ellen C.Z. Bailey</u>  | <u>2631 Hallen St</u>            | <u>Ellen C.Z. Bailey</u>  |
| 57 | <u>Michael Michlik</u>    | <u>1847 Burlwood</u>             | <u>Michael Michlik</u>    |
| 58 | <u>CAROLYN S Michlik</u>  | <u>1847 Burlwood</u>             | <u>Carolyn S Michlik</u>  |
| 59 | <u>Forrest Ward</u>       | <u>2521 W 17<sup>th</sup> S</u>  | <u>Forrest Ward</u>       |
| 60 | <u>Jessica Ward</u>       | <u>2521 W 17<sup>th</sup> S.</u> | <u>Jessica Ward</u>       |
| 61 | <u>Brian Schaefer</u>     | <u>1620 Mountain Rose Dr</u>     | <u>Brian</u>              |

Attachment to Protest of Rezoning Property at the corner of Bellin Road and West 17<sup>th</sup> South

| <u>Name (printed)</u> | <u>Address</u> | <u>Signature</u> |
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|    |                         |                           |                         |
|----|-------------------------|---------------------------|-------------------------|
| 62 | <u>Shannon Schrader</u> | <u>1620 Mountain Rose</u> | <u>Shannon Schrader</u> |
|----|-------------------------|---------------------------|-------------------------|

|    |                       |                                   |                       |
|----|-----------------------|-----------------------------------|-----------------------|
| 63 | <u>Laurie Jackson</u> | <u>2698 W. 17<sup>th</sup> S.</u> | <u>Laurie Jackson</u> |
|----|-----------------------|-----------------------------------|-----------------------|

|    |                      |                                   |                      |
|----|----------------------|-----------------------------------|----------------------|
| 64 | <u>James Jackson</u> | <u>2698 W. 17<sup>th</sup> S.</u> | <u>James Jackson</u> |
|----|----------------------|-----------------------------------|----------------------|

|    |                       |                      |                       |
|----|-----------------------|----------------------|-----------------------|
| 65 | <u>Mardene Cooper</u> | <u>2682 W 17th S</u> | <u>Mardene Cooper</u> |
|----|-----------------------|----------------------|-----------------------|

|    |                       |                       |                       |
|----|-----------------------|-----------------------|-----------------------|
| 66 | <u>Marianne Payne</u> | <u>2630 W 17th S.</u> | <u>Marianne Payne</u> |
|----|-----------------------|-----------------------|-----------------------|

|    |                      |                       |                      |
|----|----------------------|-----------------------|----------------------|
| 67 | <u>Brenda Bannie</u> | <u>2681 Hallon St</u> | <u>Brenda Bannie</u> |
|----|----------------------|-----------------------|----------------------|

|    |                        |                       |                        |
|----|------------------------|-----------------------|------------------------|
| 68 | <u>Elizabeth Lords</u> | <u>2660 Hallon St</u> | <u>Elizabeth Lords</u> |
|----|------------------------|-----------------------|------------------------|

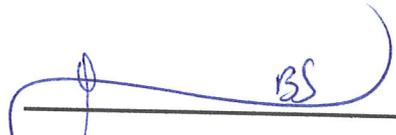
|    |                   |                       |                   |
|----|-------------------|-----------------------|-------------------|
| 69 | <u>MIKE LORDS</u> | <u>2660 HALLON ST</u> | <u>MIKE LORDS</u> |
|----|-------------------|-----------------------|-------------------|

|    |                      |                       |  |
|----|----------------------|-----------------------|--|
| 70 | <u>Paul Phillips</u> | <u>2663 Hallon St</u> |  |
|----|----------------------|-----------------------|--|

|    |                         |                       |                         |
|----|-------------------------|-----------------------|-------------------------|
| 71 | <u>Prabhat Tripathy</u> | <u>2630 Hallon St</u> | <u>Prabhat Tripathy</u> |
|----|-------------------------|-----------------------|-------------------------|

Attachment to Protest of Rezoning Property at the corner of Bellin Road and West 17<sup>th</sup> South

Name (printed)                      Address                      Signature

- 72 Debarani Tripathy 2630 Hallen St Debarani Tripathy
- 73 Ryan Green, BS 2616 Hallen St.  BS
- 74 Heather Damon 2616 Hallen St. Heather Damon
- 75 MICHAEL T. COSENS 2664 W. 17<sup>th</sup> So. 
- 76 Deanna Andrus 2681 W. 17 So. Deanna Andrus
- 77 Jeneil Butkofer 2611 Newman Dr. Jeneil Butkofer
- 78 CYNTHIA HUNTER 2631 NEWMAN DR Cynthia Hunter
- 79 Richard Hunter 2631 NEWMAN DR 
- 80 CAMILLE CRNKOVICH 2585 HAROLD DR, IF 
- 81 B. Bruce Bjornlie 2551 Harold Dr IF B Bruce Bjornlie

Attachment to Protest of Rezoning Property at the corner of Bellin Road and West 17<sup>th</sup> South

Name (printed)                      Address                      Signature

82 Betty J. Bjornlie    2551 Harold DR SE    Betty J. Bjornlie

83 FRED DYROFF    <sup>2519</sup>~~259~~ HAROLD DR    [Signature]

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**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 1.19 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R1 ZONE TO R2 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is R2 Zone for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Lower Density Residential;” and

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on August 4, 2020, and recommended approval of zoning the subject property to R2 Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 10, 2020.

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

**SECTION 1: LEGAL DESCRIPTION:**

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

1.19 acres SW corner of the SW 1/4 of the SW 1/4 Section 23, Township 2N, Range 37 E

**SECTION 2. Zoning.** That the property described in Section 1 of this Ordinance be and the same hereby is zoned “R2” and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

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

**SECTION 4. Publication.** This Ordinance, or a summary thereof in compliance with Idaho

Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**SECTION 5.** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO            )  
  ) ss:  
County of Bonneville        )

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF 1.19 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R1 ZONE TO R2 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

\_\_\_\_\_  
Kathy Hampton, City Clerk

**REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**REZONE FROM R1 TO R2 OF APPROXIMATELY 1.19 ACRES SW CORNER OF THE SW 1/4 OF THE SW 1/4 SECTION 23, TOWNSHIP 2N, RANGE 37 E**

**WHEREAS**, the applicant filed an application for rezoning on June 29, 2020; and

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

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 10, 2020; and

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

**I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 1.19 acres SW corner of the SW 1/4 of the SW 1/4 Section 23, Township 2N, Range 37 E.
3. The Comprehensive Plan designation for this area is Lower Density Residential.
4. The requested R2 Zone is not entirely consistent with the Lower Density Residential designation. The allowed residential uses would be in keeping with the existing land uses in this area. Residential development of the property allowed in the R2 Zone, aligns with Comprehensive Plan policies.
5. The Planning and Zoning Commission recommend approval of the rezone from R1 to R2 Zone.

**II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the rezone from R1 to R2 as presented.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

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Rebecca L. Noah Casper, Mayor