



CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, ID 83402

CITY COUNCIL MEETING
Thursday, September 24, 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. 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. 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 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. **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.

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

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

A. Items from Municipal Services:

- 1) Bid IF-20-24, Purchase Automatic Side Load Refuse Truck for Parks and Recreation
- 2) Minutes from the September 8, 2020 City Council Work Session and September 10, 2020 City Council Meeting
- 3) 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).

6. **Regular Agenda.**

A. Idaho Falls Power

1) Large Load Power Sales Agreement N9+, LLC: Approval of this agreement will establish N9+, LLC as a new large single load customer in excess of 1 megawatt as required by our rate ordinance for service.

RECOMMENDED ACTION: Approve the large load power sales agreement with N9+, LLC for up to five (5) megawatts of total interconnected load service and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2) Change Order No. 1 - Construction Agreement for Fiber Optic Cable Splicing: The purpose of this change order is to allow the current contractor to perform additional work beyond the original stated scope of \$100,000. Approval of this change order will allow Idaho Falls Power/Fiber (IFP/IFF) to contract for services with the same contractors at the same per-unit price, through the first quarter of the new fiscal year on an as-needed basis for the best pricing for fiber optic cable splicing. IFF will use the lowest cost available contractor for each specific splicing project. IFF plans to conduct a formal bid for splicing work in the second quarter.

RECOMMENDED ACTION: Approve Change Order No. 1 - Construction Agreement for fiber optic cable splicing with Advanced Cable Technology, LLC., Cook Cabling, and Spligitty for a not-to-exceed total amount of \$85,000 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

B. Fire Department

1) Jefferson County Ambulance Service Agreement: This Service Agreement allows the City and Jefferson County to work together to provide a proficient and cost-effective method of delivering Emergency Medical Transport Services to Jefferson County residents.

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

C. Municipal Services

1) Transfer of Ambulance to Clark County Emergency Medical Services: In 2012, the Idaho Falls Fire department acquired through the Municipal Equipment Replacement Fund (MERF) an ambulance to provide advanced life support services for the residents of the City of Idaho Falls and surrounding counties. This ambulance was scheduled for replacement this fiscal year as recommended. Based on years of service and mileage, it is estimated the ambulance would receive approximately \$5,000 through public surplus.

RECOMMENDED ACTION: Approve the transfer of City property pursuant to Idaho Statute §67-2322 one 2012 Ford F450 ambulance to Clark County Emergency Medical Services (or take other action deemed appropriate).

2) Approval of Professional Services Contract for Outsourcing City Utility Billing: As part of ongoing efforts to improve the cost and efficiency of city utility services, representatives from Municipal Services, Idaho Falls Power and Public Works reviewed and evaluated proposals for outsourcing city utility billing. City staff are estimating saving over \$100,000-\$125,000 per year in staff time, paper, envelopes and postage by outsourcing the utility billing. A total of thirteen proposals were received, reviewed and evaluated by the evaluation team. The top three scored proposals were invited to provide a presentation. Following the presentations, the city evaluation team unanimously selected Information Source.

RECOMMENDED ACTION: Approve a professional services contract with Information Source, a division of Standard Printing Company for an annual contract not to exceed \$125,000 based on the estimated volume of 23,000 mailed bills per month, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

3) Approval of Workers' Compensation and Employer's Liability Insurance for Fiscal Year 2020/21: The total of \$221,908 is an increase of \$43,754 from last fiscal year's amount of \$178,154. City staff is recommending the purchase of workers' compensation insurance with Safety National (option 1) for an annual cost of \$155,453, plus a workers' compensation bond in the amount of \$7,455. The workers' compensation and employer's liability rate has increased due to an increase in payroll from \$46M to \$53M and industry increases to medical costs and property and casualty loss rates. The insurance policy also includes a \$500,000 retention for wildland fire coverage. City staff is also recommending an increase in the Moreton & Company contract by \$20,000 to develop a specialized on-site safety training curriculum focusing on areas with an increase in liability claims.

RECOMMENDED ACTION: Approve the workers' compensation and employer's liability consulting, training and insurance policy contracts for the 2020/21 fiscal year for a total of \$221,908 (or take other action deemed appropriate).

D. Public Works

1) Approval of State/Local Cooperative Agreement with Idaho Transportation Department for the Pedestrian Improvements project: For consideration is a State/Local Cooperative Agreement and

Resolution with the Idaho Transportation Department (ITD) for development of the Pedestrian Improvements project. This project will provide a Pedestrian Hybrid Beacon (PHB) signal crossing at the intersection of Dale Drive and Broadway (US20). The agreement allows for the City to design and construct the project and to be reimbursed by the State on or after July 1, 2021. The agreement, if approved, allows this PHB to be installed this fiscal year rather than after July of next year.

RECOMMENDED ACTION: Approve the Agreement and the accompanying Resolution and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

2) Ordinance Revision Amending Title 8, Chapters 1, 2 and 4 Eliminating Capital Improvement Funds and Fuel Flowage Fees Fund: The proposed revision to City Code is being brought forward for your consideration to comply with General Accounting Standard Board (GASB), Title 33 requirements as identified by recent City audits. Elimination of the City Code Sections in question will resolve both internal and external concerns and will still allow the City to manage enterprise monies in a legal and responsible way that complies with applicable and generally accepted governmental accounting principles and practices.

RECOMMENDED ACTION: Approve the Ordinance amending City Code regarding the creation of capital improvement funds for water, sewer and fuel flowage fees fund 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) Professional Services Agreement with Murraysmith Incorporated to update the 2015 Water Facility Plan: For consideration is a Professional Services Agreement with Murraysmith, Inc. to update the 2015 Water Facility Plan. Updating the Water Facility Plan will provide necessary planning to ensure that anticipated future needs of the Water Division are met and provide crucial information for water rate analysis.

RECOMMENDED ACTION: Approve the Professional Services Agreement and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

E. Legal

1) Sidewalk Violation Ordinance: The City requires sidewalk, curb, and gutter construction and maintenance. When there is a violation of the ordinance, City staff needs to contact the person responsible for violation. For this reason, City Code should be clear about the contents of the Notice of Violation, the order to correct it, and whom the Notice should be given to.

RECOMMENDED ACTION: Approve the Ordinance clarifying order and notice requirements 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).

F. Community Development Services

1) Development Agreement Between the City of Idaho Falls and the Idaho Falls Redevelopment Agency: In the FY2020-2021 budget, \$200,000 was allocated to the Idaho Falls Redevelopment Agency (IFRdA) for establishing potential future redevelopment districts in the 1st Street and Northgate Mile areas. Because there are no current districts in that area, and because IFRdA typically does not have authority to spend funds outside of a district, the attached agreement is intended to grant temporary authority to spend the funds outside of an existing district.

RECOMMENDED ACTION: Approve the City of Idaho Falls and the Idaho Falls Redevelopment Agency Development Agreement and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Providence Point Division 1: For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Providence Point Division 1. 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.

RECOMMENDED ACTIONS (in sequential order):

- a. Approve the Development Agreement for Providence Point Division 1 Subdivision, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).
- b. Accept the Final Plat for Providence Point Division 1 Subdivision, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
- c. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Providence Point Division 1 Subdivision, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

3) Public Hearing – Annexation and initial zoning of HC, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, HC, M&B: 17.46 acres NE1/4 SE1/4 Section 8, Township 2 North, Range 38 East, Lot 5, Block 1, Lots 1-5 and a portion of Lots 7 and 10, Block 2, Lots 1-5, Block 4, Hodson Addition and Lots 12-15, Block 2 and Lots 6-7, Block 4, Hodson Addition First Amended: For consideration is the application for Annexation/Initial Zoning to HC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: 17.46 acres NE1/4 SE1/4 Section 8, Township 2 North, Range 38 East, Lot 5, Block 1, Lots 1-5 and a portion of Lots 7 and 10, Block 2, Lots 1-5, Block 4, Hodson Addition and Lots 12-15, Block 2 and Lots 6-7, Block 4, Hodson Addition First Amended. The Planning and Zoning Commission considered this item at its September 1, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. Approve the Ordinance annexing: 17.46 acres NE1/4 SE1/4 Section 8, Township 2 North, Range 38 East, Lot 5, Block 1, Lots 1-5 and a portion of Lots 7 and 10, Block 2, Lots 1-5, Block 4, Hodson Addition and Lots 12-15, Block 2 and Lots 6-7, Block 4, Hodson Addition First Amended 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 annexation of: 17.46 acres NE1/4 SE1/4 Section 8, Township 2 North, Range 38 East, Lot 5, Block 1, Lots 1-5 and a portion of Lots 7 and 10, Block 2, Lots 1-5, Block 4, Hodson Addition and Lots 12-15, Block 2 and Lots 6-7, Block 4, Hodson Addition First Amended and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).
- c. Assign a Comprehensive Plan Designation of “Commercial” and approve the Ordinance establishing the initial zoning for HC under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office 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).
- d. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning for HC and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

4) Public Hearing – Annexation and initial zoning of R3A, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, R3A, M&B: 2.237 Acres, Section 7, Township 2 North, Range 38 East: For consideration is the application for Annexation/Initial Zoning to R3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: 2.237 Acres, Section 7, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its September 1, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. Approve the Ordinance annexing: 2.237 Acres, Section 7, Township 2 North, Range 38 East 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 annexation of: 2.237 Acres, Section 7, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).
- c. Assign a Comprehensive Plan Designation of “Higher Education Center” and approve the Ordinance establishing the initial zoning for HC under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located

in the Planning office 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).

- d. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning for R3A and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

5) Public Hearing – Rezone from R&D to R3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: 1.76 Acres, Lot 1, Block 2, Energy Plaza: For consideration is the application for Rezoning from R&D to R3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: 1.76 Acres, Lot 1, Block 2, Energy Plaza. The Planning and Zoning Commission considered this item at its September 1, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. Approve the Ordinance Rezoning M&B: 1.76 Acres, Lot 1, Block 2, Energy Plaza from R&D to R3A 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 Rezone from R&D to R3A of M&B: 1.76 Acres, Lot 1, Block 2, Energy Plaza, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

6) Public Hearing – Rezone from I&M to R3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: Lots 3, 4, and 5, Block 1, McNeil Business Park Division 2, SE ¼, Section 25, T 2N, R37: For consideration is the application for Rezoning from I&M to R3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: Lots 3, 4, and 5, Block 1, McNeil Business Park Division 2, SE ¼, Section 25, T 2N, R37. The Planning and Zoning Commission considered this item at its September 1, 2020 meeting and recommended approval by a 5-1 vote with one abstention. Although the motion passed by a fairly wide margin, the discussion was not as unanimous. Staff highly recommends a careful review of the minutes for this item.

RECOMMENDED ACTIONS (in sequential order):

- a. Approve the Ordinance Rezoning M&B: Lots 3, 4, and 5, Block 1, McNeil Business Park Division 2, SE ¼, Section 25, T 2N, R37 from I&M to R3A 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 Rezone from I&M to R3A of M&B: Lots 3, 4, and 5, Block 1, McNeil Business Park Division 2, SE ¼, Section 25, T 2N, R37, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

7. **Announcements.**

8. **Adjournment.**



MEMORANDUM

FROM: Pam Alexander, Municipal Services Director

DATE: Wednesday, September 9, 2020

RE: Bid IF-20-24, Purchase Automatic Side Load Refuse Truck for Parks and Recreation

Council Action Desired

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

Accept and approve the purchase of one 2020 Bridgeport Ranger automatic side load refuse container and 2021 Peterbilt 520 cab and chassis from Jackson Group Peterbilt of Idaho Falls for a total of \$250,820.00 or take other action deemed appropriate.

Description, Background Information & Purpose

This purchase will replace unit #2074, a 2015 International auto side load truck scheduled for replacement. Unit #2074 will be sold as surplus.

Relevant PBB Results & Department Strategic Plan

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

The purchase of the refuse container, cab and chassis supports the reliable public infrastructure and transportation community-oriented results by acquiring or replacing equipment required in the field.

Interdepartmental Coordination

Parks and Recreation has reviewed the bid and concurs with the recommendation for award.

Fiscal Impact

A total of \$300,000 is budgeted within the 2020/21 Parks and Recreation Municipal Equipment Replacement Fund (MERF).

Legal Review

Legal concurs the Council action desired is within State Statute.

City of Idaho Falls

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

Office of Purchasing Agent

Opening Date: July 08, 2020

TABULATION - BID IF-20-24

One (1) New 2020 or Newer Automated Side Load Refuse Container Body - 15 Cubic Yard Mounted on One (1) New 2020 or Newer Cab-Over Chassis

BIDDER	Jackson Group Peterbilt Idaho Falls, ID	Jackson Group Peterbilt Idaho Falls, ID
One (1) New 2020 or Newer Automated Side Load Refuse Container Body (15 cyd) Mounted on One (1) New 2020 or Newer Cab-Over Chassis	BID A	BID B
REFUSE CONTAINER BODY		
Manufacturer	Labrie	Bridgeport
Model	Automizer	Ranger
Year	2020	2020
CAB AND CHASSIS		
Manufacturer	Peterbilt	Peterbilt
Model	520	520
Year	2021	2021
Delivery Time of Complete Unit	240-270 Days	240-270 Days
PRICE WITHOUT TRADE IN	\$266,480.00	\$260,820.00
Trade In Allowance of Unit #2074	\$12,000.00	\$10,000.00
PRICE WITH TRADE IN	\$254,480.00	\$250,820.00
Idaho Motor Vehicle Dealer's License	145	145
Sub-Bidder Container Refuse Body		

September 8, 2020 Work Session - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Tuesday, September 8, 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:

PJ Holm, Parks and Recreation Director
Ronnie Campbell, Parks Division Superintendent
Chris Horsley, Recreation Division Superintendent
David Pennock, Idaho Falls Zoo Superintendent
Pamela Alexander, Municipal Services Director
Josh Roos, Treasurer
Duane Nelson, Fire Chief (via WebEx)
Bryce Johnson, Police Chief
Bill Squires, Police Captain
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:02 p.m. with the following items:

Acceptance and/or Receipt of Minutes:

It was moved by Councilor Francis, seconded by Council President Dingman, to receive the recommendations from the Planning and Zoning Commission meeting of September 1, 2020 pursuant to the Local Land Use Planning Act (LLUPA). Roll call as follows: Aye – Councilors Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

Calendars, Announcements and Reports

September 10-12 and 17-19, Parade of Homes
September 10, Photo Op with Evalyn McGaha (Ms. McGaha was recently honored at the White House, she will also be honored at the September 10 City Council Meeting)
September 12, Idaho Falls Symphony Live Backyard Broadcast
September 16, Citizen's Police Academy begins
September 16, Chamber of Commerce Business Lunch with Governor Brad Little
September 17, Constitution Day
September 18, Community Suicide Prevention (CSP) Annual Suicide Prevention Conference
September 24, Idaho Falls Power (IFP) Board Meeting and City Council Meeting
October 8, Regional Economic Development Inc. (REDI) Virtual Annual Summit and City Council Meeting
October 24, Airport leadership Workshop

Mayor Casper stated she attended the open house for Community Youth in Action (CYA) on September 5 – she noted there have been several updates to the City-owned (Boy Scouts of America) facility. She also stated open enrollment is occurring for any changes to the employee benefit package.

Coronavirus (COVID-19) Update:

September 8, 2020 Work Session - Unapproved

Mayor Casper stated the number of reported cases has decreased. The Eastern Idaho Public Health (EIPH) Board was complimented by the area hospitals as they believe the decrease is due to the current EIPH orders. Mayor Casper noted the recent back to school and the previous Labor Day holiday weekend may have an impact to the COVID rates in the near future.

Liaison Reports and Council Concerns:

Council President Dingman reiterated the CYA open house. She believes CYA provides an invaluable service to the community including school supplies, a food pantry, clothing, tutoring, and life-skill classes. She also believes the facility space is well-built for this purpose.

Councilor Francis noted Chief Johnson has spent several hours with the Connecting Us – Sustaining Progress (CUSP) committee.

Councilor Hally stated personnel from the Idaho Falls Fire Department (IFFD) are still/currently deployed for wildland fires. He also stated a Homeland grant in the amount of \$36,000 would upgrade the Global Positioning System (GPS) that automatically turns street lights to green for the sirens. The remaining grant funds would retrofit the attachment of air bottles.

Councilor Smede stated, referencing COVID, students are not liking masks very well. Mayor Casper noted per Councilor Smede, individuals can take a mask break, and individuals can set their own boundaries but they should not try to set others' boundaries.

Councilor Freeman gave a shout-out to IFP, the IFFD, the Idaho Falls Police Department (IFPD), and the Street Division for their assistance with the recent storm/wind issues. He noted Pinecrest Golf Course lost several trees during this storm. He also stated IFPD is continuing to review and update their Use of Force policies. Mayor Casper noted the dialogue with IFPD is an ongoing effort and the IFPD is continuing to work on several items, including outreach.

Councilor Radford had no items to report.

General Parks and Recreation (P&R) Summer Activities Update:

Director Holm expressed his appreciation to the P&R staff for their hard work cleaning up trees and debris following the recent wind/storm. He displayed several pictures from the recent storm.

Director Holm reviewed the Parks Operation and Maintenance effects of COVID-19 including budget cuts, staff reductions, and priorities for Sandy Downs, Parks Maintenance, Weed Control, Noise Park, and Horticulture. He displayed several pictures of overgrown weeds in shrub beds and playgrounds, overgrown grass in turf areas, weeds on sidewalks and right-of-ways, irrigation issues, cemeteries, and increased cleaning and disinfecting. Director Holm noted the death of a City employee in the Parks Division earlier in the year. He stated all Rec staff were needed to help with Parks staff in the cemeteries prior to Memorial Day – he expressed his appreciation to the Rec staff. Director Holm also displayed several pictures of completed projects including the Lincoln Park water line and restroom, removal of the fence at Elk Pasture, removal of old and outdated playgrounds at Central Park and Rollandet Park (these playgrounds are top priority for replacement), removal of the old storage building at Funland, road improvements at Fielding Cemetery and North Park Road in Tautphaus Park, installation of new playgrounds at The Dunes Park and Community Park, installation of two (2) ping pong tables along the Riverwalk, replacement of wooden seating with aluminum planking on east end of arena and grandstand improvements at Sandy Downs, new paint on restrooms and shelters, construction of shelters and installation of drinking fountains for humans and dogs at the dog park (Director Holm noted this shelter was coordinated with the Airport per Federal Aviation Administration (FAA) guidelines/requirements), repair of pumps and ground work at Ryder Park, and ground work and prep work for relocating the power lines at Heritage Park. Per Mayor Casper, Mr. Campbell stated trees are replaced in parks as they are blown over, the old/outdated playground equipment is destroyed (for liability concerns), and the employees are temporarily relocated from Horticulture to Parks Maintenance (he believes those employees will be needed in the following year). Per Mayor Casper, Director Holm noted the playground equipment at The Dunes was purchased by The Dunes Home Owners Association (HOA). He agreed discussion will need to occur regarding additional park property and green space as he believes staff is tapped out, and the current parks property is the priority. Per Councilor Hally, Director Holm stated the playground at The Dunes is located on City-owned property and is open to the public.

September 8, 2020 Work Session - Unapproved

Director Holm reviewed the Rec Division effects of COVID-19 at the Aquatic Center – closed for more than 10 weeks with limited services following those 10 weeks; any program that required frequent contact was canceled; and the Rec Center – closed for more than 10 weeks, modified hours are continuing; the impact has effected facility use and revenue generation. Mr. Horsley believes consumer behavior has lost confidence in consistent available services.

Director Holm reviewed program participation including softball tournaments, girls' fast-pitch softball league, adult slow-pitch softball, youth baseball, Bobbie Sox/Knothole, youth volleyball, flag football, public and lap swim, swim lesson, and Kids Tri Harder Triathlon. He noted the largest subsidized facility in the Rec budget is the Aquatic Center. He believes the deficit will be larger than predicted due to COVID-19. He stated discussion will be occurring regarding a 3-5 year plan to get the Rec Fund back in the black, although there are struggles with COVID-19. Director Holm reviewed public swim, lap swim, and swim lesson participants. He believes swim lessons are a necessity in this area. Per Councilor Hally, Director Holm stated there is typically \$90,000 annual revenue in swim lessons, this amount is approximately \$4,000 in the current year. He also stated the seasonal employees at the Aquatic Center were furloughed during COVID to reduce expenses. Mr. Horsley noted swim lessons were not offered at the Aquatic Center per the EIPH guidelines issued. Director Holm noted swim lessons were occurring at private facilities, although he believed the City needed to lead by example and make the right decision for the community. Director Holm reviewed canceled programs including several basketball programs, tennis lessons, and Yoga classes. He stated many programs were canceled from April through July. In summary, COVID-19 created a revenue loss to the Rec Division. More importantly are the direct impacts COVID-19 has had on the mental and physical health of participants and the community. Director Holm expressed his appreciation to the Parks staff and Mr. Campbell for their assistance with the Aquatic Center. He also expressed his appreciation to Lowe's for donating maintenance equipment for all 22 baseball/softball fields in Idaho Falls. He stated P&R also reached out to the user groups for their assistance.

Golf Division – Director Holm stated the Golf Division staff has followed the COVID rules and regulations which have carried over to the customers who have also been very mindful and careful. Negative effects of COVID-19 – season pass sales and golf association dues are reduced, and company outings have been canceled for the most part. Positive effects – total revenues have increased approximately \$200,000 from 2019 which includes daily green fees, green fee punch passes, short course fees, cart rentals, and merchandise sales. Director Holm stated the Golf Division is working with other departments to fund a new irrigation system at Pinecrest Golf Course. This project will cost approximately \$3M. The Golf Division is also working with the Idaho Irrigation District to convert the course from ground water to surface water which will save more than 66M gallons of potable water annually. Director Holm displayed several pictures of downed trees at Pinecrest Golf Course following the recent storm.

Idaho Falls Zoo – Director Holm stated the zoo was closed during April and a portion of May. There have been no on-site educational programs, all events were canceled (with the exception of one (1) event by the Tautphaus Park Zoological Society (TPZS)), plans are being developed for virtual versions of other events, and attendance was reduced by 34% compared to the previous year. He reviewed several water conservation projects (in partnership with the Water Division), the Island Adventure Exhibit, and a new maintenance shop which was developed from the old 4H wash barn. Mr. Pennock stated these projects will be a time-savings to staff.

Director Holm reviewed cleanup projects for Funland. He also stated a Funland Committee has been formed.

Discussion of Proposed War Bonnet Round Up Rodeo Advisory Committee:

Director Holm stated this discussion has been occurring for the previous 1-2 years although the advisory committee has not been officially part of City Code Title 2 referencing boards, committees, commissions. He recommended formally establishing a committee with purpose, duties, composition, rules for appointment, attendance, meetings, removal, and rules. He stated the committee would include seven (7) voting members (there are currently 15 members on the committee) which would be non-City employees, and each member would have a three-year staggered term. Director Holm believes the Shoshone-Bannock Tribe should have a standing spot on this committee. Brief discussion and comments followed regarding the Shoshone-Bannock Tribe organization, and the number of days required for

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the annual report. Councilor Francis prefers the annual report timeframe be increased from 45 days to 60 days. Mayor Casper stated this item will be included on the September 10 Council Meeting agenda.

Discussion of Uncollectable Utility Service and Ambulance Accounts:

Director Alexander stated uncollectible ambulance and utility accounts are reviewed on an annual basis. She also stated there is a City Service Delivery Account Write-off Policy that provides a five-year period of no collection activity, and accurately reflects the City's uncollectible revenue for the external audit. Director Alexander stated the uncollectable 666 utility service (water, wastewater, electric, and sanitation) accounts = \$235,291.65. She noted this amount is for calendar year 2015. She also noted this amount is \$75,692 less than the previous year. Per Councilor Radford, Director Alexander anticipates this number to decrease due to standardization of policies.

Director Alexander recognized the ambulance committee consisting of herself, Mr. Roos, IFFD Division Chief Eric Day, IFFD Administrative Assistant Maria Escobar, and Utility Cashier Jennifer Strong. She stated this committee meets on a monthly basis, they also meet on a quarterly basis with the collection agency. She indicated the committee looks at those accounts requesting hardships as well as trends per the collection agency. The total ambulance write-off amount = \$2,641,390.71. Director Alexander stated the majority of this amount is due to Medicare/Medicaid which requires billing at the published/allowed rate, this rate may not be the actual rate paid. She noted many insurance carriers may not cover ambulance services. This write-off amount is for calendar year service dates of 2017 and 2019. Per Mayor Casper, Director Alexander stated the majority of the 2017 write-off is per the collection agency and the majority of the 2019 write-off is due to Medicare/Medicaid. She noted this amount is substantially lower than the previous year. She also noted the City uses three (3) collection agencies to assist with collections. Chief Nelson reiterated the Committee works diligently to find the best ways possible to collect the most money for this service. He also reiterated the amount of uncollectible rates from Medicare/Medicaid. Per Councilor Radford, Chief Nelson stated the law only allows one (1) rate for all individuals who may need ambulance service(s). Per Councilor Francis, Mr. Roos stated this Medicare/Medicaid write-off is not included in the red in the monthly Treasurer's Report for ambulance.

Director Alexander stated there have been a variety of uncollectable miscellaneous accounts for several years. She also stated delinquent parking tickets were reviewed for the previous 20 years as part of database clean-up. She noted there is no consequence for delinquent parking tickets as these do not go against a credit rating. Total uncollectable parking tickets and miscellaneous accounts for up to 2015 = \$91,200.64. Director Alexander stated this is the first year for this requested write-off. Mr. Roos believes this amount will decrease in future years. Mayor Casper stated these three (3) write-offs will be included on the September 10 Council Meeting agenda.

Review of Memorandum of Understanding (MOU) regarding serving in Idaho Falls School District #91:

Chief Johnson commended Capt. Squires for his work with the School Resource Program. He also commended the four (4) School Resource Officers (SRO). He stated the school district pays 70% for two (2) SROs and pays 50% for the remaining two (2) SROs. He believes this is a great partnership with the school district and makes a difference with the kids. Capt. Squires introduced Justin Hegstrom, Taylorview Middle School SRO; Dax Siddoway, Skyline High School SRO; Brian Smith, Idaho Falls High School SRO; and Chris Reed, Eagle Rock Middle School SRO. He noted these SROs also attend the feeder elementary schools. Capt. Squires stated he greatly values the role as a SRO. He also stated it takes a diverse individual to accommodate the different individuals in school operations. They must be excellent communicators, think creatively, be flexible, build a rapport with students, and satisfy parents/teachers/faculty/administration. Capt. Squires reviewed the previous school year statistics including calls for services, disturbances, and assault/battery. He also reviewed statistics these SROs performed within the Detective Division including calls for service, felony case investigations, sexual assaults, burglary/grand theft, robbery, and arson. Capt. Squires commended the SROs. He stated the SROs also perform informal counseling sessions with students, meet with parents/teachers/faculty, maintain safety at all sporting events, and teach classes. He believes the SROs are successful as the program is supported by the IFPD, and the SROs take pride and ownership in their respective schools. He also believes the SROs want a safe environment for kids. Chief Johnson then presented a video recognizing Officer Reed. He believes the SROs make an impact in peoples' lives. Councilor Francis expressed his appreciation with the philosophy of the SROs. Councilor Radford expressed his appreciation with the partnership of

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the City and the school district. Council President Dingman expressed her appreciation for the positive relationships with the SROs and the students. Per Mayor Casper, Officer Smith stated the SROs try to build relationships with the kids, including helping kids through bad behavior. He noted kids are all in different situations. Officer Reed stated the SRO triangle is teaching, mentoring, and law enforcement. He also stated the first priority is safety. Officer Hegstrom stated SROs can help kids stay, or get, onto the right path through proactive work. Chief Johnson commended the officers. Mayor Casper stated this MOU will be included on the September 10 Council Meeting agenda.

Presentation and Discussion of Amendments to Idaho Falls City Code – General Definitions:

Mr. Fife stated he has moved multiple definitions, spread throughout City Code, to the beginning of the code. This required renumbering or re-lettering of the definitions throughout the code. These amendments also define code definitions/structures. Mr. Fife stated there are no significant changes to any of the meanings. He noted the LLUPA and zoning designations may be presented in the future. He also noted items related to State or Federal regulations were kept internal to those chapters. Mr. Fife stated changes to gender neutral language will also occur in the future, and Title 2 may need to be more standardized. Per Councilor Smede, Mr. Fife briefly explained willfully versus knowingly. He noted this language is from the State Criminal Code as there is more body of interpretation in State Code than City Code. Brief comments followed. Mayor Casper stated this item will be included on the September 10 Council Meeting agenda.

There being no further business, the meeting adjourned at 5:55 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

September 10, 2020 City Council Meeting – Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, September 10, 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 Evalyn McGaha, a 6th grade student at Discovery Elementary, to lead those present in the Pledge of Allegiance.

Special Presentation honoring Evalyn McGaha:

Mayor Casper recognized Ms. McGaha, her mother Vonda Dorner, and additional family members. She stated Ms. McGaha was recently invited to Washington DC to visit the White House and was able to meet President Donald Trump and First Lady Melania Trump as part of a larger commemoration of the 19th amendment. As part of the initiative *Building the Movement: America's Youth Celebrate 100 Years of Women's Suffrage*, Ms. McGaha's artwork, *Our Voices Matter*, was chosen to represent the State of Idaho in the exhibit. Mayor Casper read a City proclamation proclaiming September 10, 2020 as Evalyn McGaha Day for her prizewinning artwork entry selection which expresses the might and power of a woman's vote. Per Mayor Casper's request, Ms. McGaha stated she heard about the symbols of hope and how women couldn't vote or use their voice to speak up for themselves. Therefore, she drew the symbols of hope. She also stated her favorite part of her visit to Washington DC was seeing the sites and meeting First Lady Melania Trump. The proclamation and a City pin were presented to Ms. McGaha. Ms. McGaha then presented her framed artwork to Mayor Casper and the City of Idaho Falls.

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 a total of 34,617 State-wide cases reported. There have also been 430 new cases and one (1) new death, which brings the total number of deaths to 407. Bonneville County had 48 new cases which puts the case rate at 17.1 per 10,000. This keeps Bonneville County in the Moderate Risk range. Mayor Casper noted the Eastern Idaho Public Health (EIPH) Board lifted the order for Teton County, and Madison County is being watched due to the number of active cases. She also noted the State website captures daily numbers, and there is a new version of the reporting formatting. Bonneville County is 4th out of the top five (5) counties in the State for high numbers of cases, although the death rate is lower. Mayor Casper indicated mask wearing will also keep the flu rates lower.

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Consent Agenda:

Councilor Francis noted the document for Consent Agenda item C.3 has two (2) different printed amounts. The amount of \$45,000 has been corrected for the Mayor's signature.

Idaho Falls Power requested approval of minutes from the August 13, 2020 Idaho Falls Power Board Meeting.

The Police Department requested approval of the Memorandum of Understanding between District 91 and IFPD regarding School Resource Officers (SRO).

Community Development Services requested approval of the Renewal of The Broadway Parking Garage Management Agreement; FY 2020-2021 Business Improvement District Management Agreement with Idaho Falls Downtown Development Corporation; and the renewal of the Memorandum of Understanding Regarding Parking Enforcement in the Downtown Area.

Municipal Services requested approval of the Approval to Write-Off Ambulance Service Accounts; approval to Write-Off Uncollectible Parking and Miscellaneous Delinquent Accounts; approval to Write-Off Unpaid Utility Service Accounts; the Treasurer's Report for July 2020; minutes from the August 21, 2020 City Council Budget Session; August 24, 2020 City Council Work Session; and August 27, 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 Radford, Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

Regular Agenda:

Fire Department

Subject: 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.

Councilor Hally stated these three (3) agreements have been reviewed with Legal staff and the Idaho Falls Fire Department (IFFD). He noted Bingham County does not include Blackfoot. He stated the agreement reflects a slight increase of 1.5% with the amount being \$96,190.

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

Subject: 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.

Councilor Hally stated the agreement reflects a 3% increase; has also been reviewed with the County, Legal staff, and Fire Chief Duane Nelson; and includes the Fire District with Swan Valley. He also stated the total amount is \$2M.

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

Subject: 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.

Chief Nelson stated this agreement is typically for the calendar year beginning in May and running through the end of April. He stated negotiations were discussed prior to COVID-19. The labor group agreed to forgo formal negotiations, they also agreed to an extension of contract with no change to the contract. Chief Nelson stated the group will negotiate next spring in a better forum. He indicated the labor group understood there would be no Cost of Living Adjustment (COLA) increase and there would be an increase with health insurance. Councilor Hally stated, per Idaho Law, the City has recognized the Idaho Falls Firefighters Local No. 1565. He also stated the lengthy and detailed agreement involves several individuals and addresses several items.

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

Parks and Recreation

Subject: 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.

Councilor Francis stated this is codification of a War Bonnet Round Up Advisory Committee under Title 2 as the City is the owner and the producer of the War Bonnet Round Up Rodeo. He also stated this will be a seven (7) member committee. Councilor Francis expressed his appreciation to the committee members in advance as this is a year-long commitment. He noted this item was discussed at the September 8 Council Work Session.

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

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

ORDINANCE NO. 3331

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,

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REMOVAL, AND RULES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Public Works

Subject: 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.

Councilor Freeman stated the City has been wanting to get this area as a recharge site as there are a lot of possibilities for this site. Councilor Radford is hopeful this will help the neighborhood. He is also hopeful to find ways to recover costs. Mayor Casper noted the recharge is putting water into the underground aquifer. She expressed her gratitude to the Public Works Department.

It was moved by Councilor Freeman, seconded by Councilor Radford, to 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 authorize the Mayor and City Clerk to sign contract documents. Roll call as follows: Aye – Councilors Smede, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

Subject: 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.

Councilor Freeman noted the building in the photo (which was included in the packet) has been demolished. Councilor Radford expressed his gratitude to the Public Works Department..

It was moved by Councilor Freeman, seconded by Councilor Radford, to approve the Access Easement and give authorization for the Mayor to sign the necessary documents. Roll call as follows: Aye – Councilors Hally, Francis, Radford, Dingman, Smede, Freeman. Nay – none. Motion carried.

Legal

Subject: 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.

Councilor Hally expressed his appreciation to the Legal Department as it takes time to review and update many written documents. He noted this item was discussed at the September 8 Council Work Session. He also stated City Code is important and represents issues of law that pertain to the City. Mayor Casper noted the draft version from the September 8 Council Work Session has been corrected.

It was moved by Councilor Hally, seconded by Councilor Freeman, to approve the Ordinance clarifying and making uniform definitions in the City Code under a suspension of the rules requiring three complete and separate

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readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilors Freeman, Smede, Francis, Dingman, Hally. Abstain – Councilor Radford. Motion carried.

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

ORDINANCE NO. 3332

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.

Community Development Services

Subject: 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.

Councilor Francis expressed his appreciation for the development of this area as this has been a vacant field since approximately 1954. He noted the staff report does not match the Reasoned Statement of Relevant Criteria and Standards, although per discussion with Community Development Services Director Brad Cramer, the staff report is not valid and the Reasoned Statement is correct.

It was moved by Councilor Francis, seconded by Councilor Radford, to accept the Final Plat 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 Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

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

Subject: 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.

Councilor Francis stated the Idaho Falls Redevelopment Agency closed this area December 31, 2019. There is a time period to ensure all payments have been made and all money is accounted for. Any remaining funds will go to Bonneville County for distribution to the various taxing entities associated with the land. The property taxes collected going forward will add to the City tax base. Councilor Hally reiterated the City's share of money returned goes to the tax base. Therefore, the tax base through growth has increased via new construction.

It was moved by Councilor Francis, seconded by Councilor Radford, to approve the Ordinance terminating the Revenue Allocation Area for the Pancheri-Yellowstone Project Area under a suspension of the rules requiring three

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complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilors Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

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

ORDINANCE NO. 3333

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.

Subject: 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.

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

Mayor Casper requested a presentation by the applicant.

Blake Jolley, Connect Engineering, appeared via WebEx. Mr. Jolley believes this is a simple request. He identified the area located at the intersection of W. 17th Street and Bellin Road, north of the Fire Station. He stated this property has been vacant for its entirety. He believes development of the property will improve the intersection. Mr. Jolley stated this property is unique with easements on the south for power and irrigation, and power on the west. He noted the parcel is smaller than it appears due to these restrictions which makes it difficult to develop in R1. He believes the request for R2 would fit within the area and the location. He noted the corner, as part of the development, will be required to be improved. He also noted discussion has occurred with the City and the irrigation district for any requirements. Mr. Jolley stated, per City discussion, the property is only allowed one (1) access from Bellin Road which also makes it a little harder to develop this parcel. Therefore, the R2 was requested to meet the restrictions and provide development. The R2 would also meet the needs of the intersection. Councilor Freeman questioned the reasoning for the change from the original request of R3A. Mr. Jolley stated the R3A was changed to R2 due to concerns/comments from the neighbors.

Mayor Casper requested a staff presentation.

Director Cramer presented the following:

Slide A1 – Property under consideration in current zoning

Slide A2 – Aerial photo of property under consideration

Slide A3 – Additional aerial photo of property under consideration

Director Cramer stated the road has significant improvement requirements which makes R1 a difficult zone to use.

Slide A4 – Comprehensive Plan Future Land Use Map

Director Cramer stated R2 is consistent with the plan recommendation.

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Slide A5 – Photo looking along Bellin Road

Slide A6 – Photo looking north along Bellin Road

Slide A7 – Photo looking at the site across W. 17th South

Slide A8 – Photo looking from intersection across the site

Slide A9 – Photo looking at adjacent property

Director Cramer noted this property was proposed for development a number of years ago, one (1) of the challenges was the elevation change between the two (2) properties.

Slide A10 – Photo looking south along Bellin Road

Slide A11 – Photo looking at the irrigation ditch as referred to by Mr. Jolley

Slide A12 – Photo looking along Bellin Road

Slide A13 – Images of R1 Zone that explain the setback requirements

Director Cramer stated R1 allows single-unit residential and single-unit attached. It also allows two (2) stories.

Slide A14 – Images of R2 Zone that explain the setback requirements

Director Cramer stated R2 allows multi-unit residential but up to a maximum of four (4) units per building regardless of the town-home style. The buildings are allowed to sit slightly closer to the road and the allowed height is three (3) stories.

Per Councilor Francis, Director Cramer confirmed the one (1) access onto Bellin Road. He noted the access will be addressed during the plat process.

Mayor Casper requested additional public testimony. No one appeared.

Per Council President Dingman, Mr. Jolley stated there has not been a neighborhood meeting at this point. Mayor Casper noted the City does not require a neighborhood meeting. Council President Dingman noted there were several comments against the request for the rezone although these comments were primarily centered around the R3A Zone.

Victor Sutherland, developer, appeared via WebEx. Mr. Sutherland had no additional comments.

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

Councilor Francis believes this area would be difficult to develop as R1, he believes the R2 is the correct approach. He noted all comments against the rezone were based on the R3A request. He also believes the density is a compromise to develop the infill property. Councilor Radford stated infill lots that are developed within the City are important for housing choices. He expressed his appreciation to the developer as this will allow more housing opportunities for the community. He also expressed his appreciation to the developer to find the middle ground as zoning decisions are important.

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

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

ORDINANCE NO. 3334

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.

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

Announcements:

Mayor Casper announced the Parade of Homes is occurring – Community Development Services is providing a survey at one (1) of the homes regarding appropriate housing for the community; the Citizens Police Academy begins September 16; and flu shots are becoming available in numerous places within the City. Councilor Freeman reminded all those of 9/11. He noted 343 fire department personnel were lost that day. He also noted people are still dying from the effects of working at Ground Zero.

Adjournment:

There being no further business, the meeting adjourned at 8:40 p.m.

Kathy Hampton, City Clerk



MEMORANDUM

FROM: Bear Prairie, General Manager
DATE: Thursday, September 17, 2020
RE: Large Load Power Sales Agreement N9+, LLC

Council Action Desired

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

Approve the large load power sales agreement with N9+, LLC for up to five (5) megawatts of total interconnected load service (or take other action deemed appropriate).

Description, Background Information & Purpose

Approval of this agreement will establish N9+, LLC as a new large single load customer in excess of 1 megawatt as required by our rate ordinance for service.

Relevant PBB Results & Department Strategic Plan

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

This action supports our readiness for strong, stable and healthy economic growth and vibrancy, ensuring access to reliable and affordable power to attract new businesses. It also supports the growth element of the IFP Strategic Plan.

Interdepartmental Coordination

n/a

Fiscal Impact

This agreement does not impact Idaho Falls Power budget.

Legal Review

The city attorney has reviewed power sales agreement.

POWER SALES AGREEMENT
N9+, LLC

THIS POWER SALES AGREEMENT BETWEEN CITY OF IDAHO FALLS AND N9+, LLC, (hereinafter “Agreement”), is made this _____ day of _____, 2020 (“Effective Date”), by and between the City of Idaho Falls, Idaho, dba Idaho Falls Power (“IFP”), a municipal corporation of the State of Idaho, whose address is 140 S. Capital Ave., Idaho Falls, Idaho 83402 and N9+, LLC, (“Customer”) whose address is 1876 Fort Canyon Rd. Alpine, Utah 84004. IFP and the Customer are sometimes referred to in this Agreement collectively as the “Parties” and individually as a “Party.”

WHEREAS, N9+, LLC, is a prospective new customer of IFP and is requesting large load interconnection and service of over one (1) Megawatt; and

WHEREAS, IFP is an Idaho municipal electric utility which serves the corporate city limits of Idaho Falls, Idaho; and

WHEREAS, Customer desires to purchase from IFP, non-firm wholesale market price based power and delivery services to meet the Customer’s electricity requirements; and

WHEREAS, Customer has a unique business where the lowest cost bulk energy source is more important than reliable and long-term power supply and delivery of service; and

WHEREAS, IFP has surplus wholesale power most months of the year, except during periods of extreme drought and peak usage periods in the coldest winter months and hottest summer months; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. NATURE OF SERVICE

Service from IFP to Customer will be for up to five (5) megawatts of total interconnected load (“Service”). Measurement of interconnected load to determine the peak amount shall be based upon the aggregate peak kW instantaneous demand of all the Customer locations and loads, measured in any interval of time. Such Service is for a high capacity factor, data center type load in which there is limited fluctuation in demand through different periods of time.

B. TERM OF SERVICE

This Agreement shall become effective on the Effective Date and shall continue in full force and effect until terminated five (5) years after the effective date on the Agreement, at 24:00

hours Mountain Daylight (the “Term”), unless extended upon mutual agreement of the Parties or terminated as outlined in this Agreement.

C. RATE

Customer desires to purchase short-term wholesale energy. IFP during certain months of the year has surplus wholesale energy to offer that likely meets the unique low cost energy needs of Customer. During other months of the year when IFP is purchasing from the market or the wholesale market is higher than Customer’s break-even point for operations, Customer desires to shut down and wait for lower priced energy to become available.

D. RATE OFFERING TIMELINES AND OBLIGATIONS

Customer will work with IFP at least fifteen (15) calendar days prior to delivery of the energy to negotiate a price. IFP offers only flat volume monthly blocks of energy to Customer. IFP is not obligated to offer to sell energy in excess of six (6) months into the future. IFP, in its sole discretion, may offer longer term terms pricing/energy sales, energy in shorter terms than monthly and energy sales with less notice than the fifteen (15) days prior. Customer is not obligated to purchase energy in any particular period. IFP will always offer for sale energy to Customer at some price, as long as the system can reliably deliver such energy without risk of service interruption to other IFP customers.

E. RATE CONSTRUCT

Customer’s rate will be constructed of the following charges and broken out on the Customer’s Power Bill for each component, as measured from the Customer’s meters at each location of service:

1. Per kWh rate, as negotiated per this Agreement.
2. Five dollars and twenty-five cents (\$5.25) per kW Monthly Demand Charge
Note: Customer is not charged IFP’s Power Cost Adjustment (PCA).

F. MONTHLY DEMAND CHARGES

Customer will be charged based upon the metered monthly demand following the same methodology as outlined in IFP’s general service policy and rate schedules for industrial customers. IFP reserves the right to estimate the Demand charges in the event of metering failure or inaccuracy also following the same ordinances and polices as pertains to industrial customers served by IFP.

G. PEAK MONTHLY DEMAND

In the event the Customer demand reading is over two hundred percent (200%) of the energy purchased amount or Minimum Station Service amount for the month, the per kW Monthly

Demand Charge will be the current rate for IFP Industrial rate class and will not be the rate in this Agreement for that month's Power Bill Demand Charge.

Illustrative Example: 1 MW purchased for the month. 200% of 1,000 kW = 2,000 kW

H. MINIMUM STATION SERVICE

IFP and Customer recognize that there will be months where Customer does not purchase energy for the service to Customer's facilities but that there still might be a need for a minimum level of service. In the event there is no wholesale purchase of energy but still there is consumption of energy at the site the following pricing of kWh energy consumption shall apply:

1. Less than 186,000 kWh for the month – Published High Density Load rate at the time for kWh consumption. Monthly demand charge is as stated in this Agreement.
2. Greater than 186,000 kWh – 150% of the greater of the Mid-Columbia or Mona day ahead average price for Heavy Load and Light Load hours for the month, as reported on the Intercontinental Exchange ("ICE") in the corresponding month. Monthly demand charge is as stated in this Agreement.

I. EXTENSION

The Parties, in their respective sole discretion, may agree in writing to extend this Agreement beyond the Term, provided that the requesting Party submits written notice to the other Party at least six (6) months in advance of the expiration of this Agreement or at least six (6) months in advance of the expiration of any extended term. The Parties shall endeavor to meet at least twelve (12) months before the expiration of this Agreement. Each Party shall make best efforts to extend or replace this Agreement, or extensions thereof, six (6) months in advance of any expiration date, to the mutual benefit of the Parties.

J. TERMINATION

1. Customer may terminate this Agreement at any time if Customer has met both of the following conditions:
 - i. Customer has not entered into any further wholesale energy purchase agreements with IFP; and
 - ii. Customer has fulfilled any and all outstanding payment obligations and financial commitments to IFP and the City of Idaho Falls, Idaho.
2. IFP may terminate this Agreement and shall be entitled to Liquidated Damages if any of the following occur:
 - i. Customer's monthly Power Bill remains unpaid in full past twenty (20) days from the date of billing, as referenced on the Customer's monthly invoice.

- ii. Customer fails to remedy violations of IFP Service Policy or City Ordinance in a timely and prudent manner after delivery of written notice of such violation(s).
- iii. IFP no longer has excess capacity on the distribution feeder that Customer is located on because of IFP's need to serve a new retail customer that requires service off the surplus line capacity that Customer was utilizing. IFP will give a minimum of one-hundred twenty (120) days' notice to Customer of lack of capacity on the feeder. In the event Customer has contracted for power beyond the one hundred twenty (120) day period and cannot relocate the equipment to consume the energy purchased, Customer will not be obligated to the purchase if unable to consume power due to line capacity being recalled by IFP.

K. CHANGE OF WHOLESALE PURCHASE AMOUNT

IFP recognizes that Customer might purchase energy for a month in which it no longer desires or has the ability to consume. Customer shall follow the Rate Offering Timelines and Obligations to notify and negotiate a sell-back of the energy to IFP. In the event of short term unforeseen changes in energy consumption ability by Customer, Customer will notify IFP as soon as practical of the reduced consumption and demand. IFP has no obligation to buy back energy that is not noticed following the Rate Offering Timelines and Obligations.

L. NO OBLIGATION TO OFFER

IFP has no obligation to offer wholesale energy to Customer in the event that Monthly Heavy Load Wholesale prices are over sixty dollars (\$60) per MWh for a month Customer desires to purchase energy for.

M. PAYMENT OF MONTHLY POWER BILL

Customer's monthly Power Bill ("Power Bill") shall be due and payable five (5) business days after the bill is produced and sent to Customer by IFP. Unpaid balances due shall bear interest and associated fees pursuant to IFP rate policies for the Industrial Customer rate class in effect during the relevant period of time. Charges for Load Factor penalties, Power Factor penalties or other typical and customary charges are all considered components of the Power Bill.

N. DELINQUENCY OF POWER BILL PAYMENT

In the event that Customer does not meet the bill payment requirements and the unpaid balance is in excess of the power bill deposit, service will be disconnected to the site with forty-eight (48) hours' notice to remedy the payment or have service disconnected to the site.

O. DELIVERY OF POWER BILL

The Power Bill shall be created and sent to the Customer via electronic mail (email) to the billing contact, as listed in the Agreement, within the first five (5) business days of each month.

P. LIQUIDATED DAMAGES

IFP has the right to charge Customer for Liquidated Damages for failing to meet Load Factor Requirements, as outlined in this Agreement. Should failure to meet monthly Load Factor requirements of this Agreement arise from Customer's intentional or unintentional discontinuance of their energy consumption, even as a result of bankruptcy, IFP, at its sole discretion, may utilize all Customer deposits, including, but not limited to, bill prepayments, Power Bill deposits, Security Deposits, or any other deposit of funds, as outlined in the Deposit and Security Provisions of this Agreement as Liquidated Damages to financially remedy Customer's non-performance.

Q. BILLING DISPUTES

If Customer disputes any portion of the Power Bill, Customer shall pay the full invoiced amount. Customer shall then provide written notice to IFP that describes the claimed billing error and the amount disputed. Any claim of a billing error shall be waived automatically if notice of a dispute is not presented by Customer to IFP within three (3) months of billing. The Parties shall endeavor in good faith to resolve billing disputes informally and, if unsuccessful, the Parties will use the dispute resolution procedures in this Agreement to resolve the dispute. If the dispute is resolved in the Customer's favor, IFP will return any overpayment to Customer together with interest at two percent (2%) per annum on the overpayment amount from the date of receipt of the overpayment.

R. DEPOSIT AND SECURITY PROVISIONS

Customer shall maintain a Power Bill deposit in the amount of six (6) weeks' Power Bill at all times during the term of this Agreement. The amount of the Power Bill deposit shall be determined by the projected load at each site using IFP projected wholesale energy prices and forecast energy consumption. The Security Deposit may be drawn upon to remedy Customer's failure to meet their financial obligations and unpaid Liquidated Damages, including but not limited to, Load Factor requirements, Power Factor charges, Power Bill payments, late fees, termination of Agreement not outlined in Termination section of this Agreement Power Factor, or other City of Idaho Falls unpaid fees or fines.

S. MONTHLY MINIMUM LOAD FACTOR

Customer shall maintain a minimum monthly average load factor greater than of eighty percent (80%) of the energy purchased for the month.

Customer shall have up to two (2) months at each site or the addition of capacity greater than 250 kW at a prior site, to test and to bring the equipment into full commercial operation before being required to meet the Monthly Minimum Load Factor

In the event that Customer determines a need to change its equipment, Customer shall give sixty days (60) advance written notice to IFP of such pending change along with an estimated new demand and energy requirement. Customer shall have up to two (2) months to perform such change and to bring the new equipment into full commercial operation and to stabilize the resulting load. Hours of Customer energy consumption/operations that are curtailed or limited by IFP, will be calculated as if the loads were operated at the most recent non-IFP curtailed operating days' average load factor.

Customer shall schedule known outages with IFP. IFP may waive Customer outage or reduced electrical load hours, on a case-by-case basis, and such hours will be counted in the same manner as IFP curtailed operations, where facility load for those hours is calculated using the prior operating days' average load. IFP has sole and complete discretion regarding whether to waive Load Factor requirements. Monthly Average Load Factor is calculated by totaling all Customer consumption for each calendar month divided by the number of hours in that same calendar month.

In the event that Customer does not meet the Minimum Monthly Average Load Factor, IFP will bill Customer for the Customer's total purchased wholesale energy for the month regardless of actual energy consumed by Customer.

IFP will credit the Customers Power Bill for the energy purchased but not consumed by the Customer at the lesser of eighty percent (80%) of the Mid-Columbia or Mona day-ahead average price for Heavy Load and Light Load hours for the month, as reported on the Intercontinental Exchange ("ICE") in the corresponding month.

Illustrative Example:

In September Customer purchased 2 MW. September has 720 hours. $2,000 \text{ kW} \times 720 \text{ hours} = 1,440,000 \text{ kWh}$ purchased energy. $80\% \text{ of } 1,440,000 = 1,152,000$ minimum kWh consumption. Customer consumption that month = 1,045,000 kWh, which is below Monthly Minimum Load Factor requirement of 80%.

Customer is charged this month on total purchase amount and not metered load due to failure to meet Monthly Load Factor Requirements. A credit is given to the customer for the energy purchased for consumption but not consumed using the following calculations:

kWh Credit Amount: $1,440,000 - 1,045,000 = 395,000 \text{ kWh}$
2 MW Wholesale Purchase Price of Energy: \$34.50 MWh or \$.0345 kWh
ICE Mid-C average day-ahead price for month: \$31.58 MWh
ICE Mona average day-ahead price for month: \$29.45 MWh

80% of lesser average: \$23.56 MWh

$.02356 \times 395,000 = \$9,306.20$ energy credit on monthly power bill

$.0345 \times 1,440,000 = \$49,680.00$ energy charge on monthly power bill

Net Energy Charges on Bill = \$40,373.80

Failure to maintain load factor does not change billing determinates or methodology for monthly Demand Charges or Demand Charge Rates per the Agreement.

T. MONTHLY MAXIMUM LOAD FACTOR

Customer shall maintain a monthly maximum average load factor of no greater than one hundred twenty (120%) percent of the energy purchased for the month.

Customer shall have up to two (2) month's at each site or the addition of capacity greater than 250 kW at a prior site, to test and to bring the equipment into full commercial operation before being required to meet the Monthly Maximum Load Factor

Hours of Customer energy consumption/operations that are curtailed or limited by IFP, will be calculated as if the loads were operated at the most recent non-IFP curtailed operating day's average load factor.

Customer shall schedule known outages with IFP. IFP may waive Customer outage or reduced electrical load hours, on a case-by-case basis, and will be counted in the same manner as IFP curtailed operations, where facility load for those hours is calculated using the prior operating days' average load. IFP has sole and complete discretion whether to waive Load Factor requirements. Monthly Average Load Factor is calculated by totaling all Customer facilities consumption for each calendar month divided by the number of hours in that same calendar month.

In the event that Customer exceeds the Maximum Monthly Average Load Factor, IFP will bill the Customer for the Customers total purchased wholesale energy for the month.

IFP will charge the Customers Power Bill for the energy consumed but not purchased by Customer at the greater of one hundred fifty percent (150%) of the Mid-Columbia or Mona day-ahead average price for Heavy Load and Light Load hours for the month, as reported on the Intercontinental Exchange ("ICE") in the corresponding month.

Illustrative Example:

In September Customer purchased 2 MW. September has 720 hours. $2,000 \text{ kW} \times 720 \text{ hours} = 1,440,000 \text{ kWh}$ purchased energy. $120\% \text{ of } 1,440,000 = 1,728,000$ maximum kWh consumption. Customer consumption that month = 2,045,000 kWh, which is above Monthly Maximum Load Factor requirement of 120%.

Customer is charged this month on total purchase amount. An additional charge is given to the customer for the energy consumed but not purchased above the 2 MW using the following calculations:

kWh Charge Amount: $2,045,000 - 1,440,000 = 605,000 \text{ kWh}$

2 MW Wholesale Purchase Price of Energy: \$34.50 MWh or \$.0345 kWh

ICE Mid-C average day-ahead price for month: \$31.58MWh

ICE Mona average day-ahead price for month: \$29.45MWh

150% of greater average: \$47.37 MWh

$.04737 \times 605,000 = \$28,658.85$ energy charge on monthly power bill for excess power consumed but not contracted/purchased for the month.

$.0345 \times 1,440,000 = \$49,680.00$ energy charge on monthly power bill for 2 MW that was purchased and consumed.

Net Energy Charges on Bill = \$78,338.85

Failure to maintain load factor does not change billing determinates or methodology for monthly Demand Charges or Demand Charge Rates per the Agreement.

U. POWER FACTOR

Power factor shall be calculated as the ratio of real to apparent power. Apparent power shall be the vector sum of real and reactive power. When real and reactive power flow in the same direction, power factor shall be positive. When real and reactive power flow in opposite directions, power factor shall be negative.

Power factor shall be measured using integrative metering of real and reactive power over a time interval determined by the utility. Integrative metering totalizes energy. The units for integrated real power are Watt-hours. The units for integrated reactive power are VAR-hours. Power factor shall be computed as the ratio of total real energy use and the total apparent energy use. Total apparent energy use shall be computed as the square-root of the sum of the squares of total real energy use and total reactive energy use over the time interval. For the purposes of this calculation, reactive energy flow can be positive and negative in the same period; the total being the difference between positive and negative flow.

For the purposes of calculation of a surcharge (penalty), the average monthly power factor shall be computed using the billing cycle as the time interval.

Customer power factor shall be maintained by the customer to be between ninety-five percent (95%) leading to ninety-five percent (95%) lagging on average for the entire billing cycle. Failure to maintain Customer power factor indicated above shall result in a surcharge (penalty) applied to Customer's Power Bill. The surcharge shall be the difference between the Adjusted Power and Energy Charges and the Unadjusted Power and Energy Charges, if between 90% and 95%. If the power factor is below 90%, the charge will be 115% of the difference.

Unadjusted Power and Energy Charges shall be computed using the measured energy and demand at the applicable rates in this Agreement. The Adjusted Power and Energy Charges shall be computed by dividing the sum of the Unadjusted Power and Energy Charges by the magnitude of the average monthly power factor. If the magnitude of the average monthly power factor is greater than ninety-five percent (95%), IFP will waive the surcharge.

Example No. 1:

If the unadjusted power and energy charges total \$1000.00 and the magnitude of the average monthly power factor is 0.9 (90%), then the surcharge shall be $\$1000/0.9 - \$1000 = \$111.11$.

Example No. 2:

If the unadjusted power and energy charges total \$1000.00 and the magnitude of the average monthly power factor is 0.87 (87%), then the surcharge shall be $\$1000/0.87 - \$1000 = \$149.43$
 $\times 115\% = \$171.84$.

V. POWER QUALITY

The presence of harmonics is indicated by the periodic or continuous distortion of the steady-state sine wave of voltage and current. Some distortion may appear as variations in the voltage where the changes will lead to fluctuations in the light output from incandescent lamps (i.e., "flicker"). High motor starting loads can also cause distortion of steady-state waveforms. Other harmonic distortions can be repetitive where loads draw current in non-sinusoidal form that, in turn, cause non-sinusoidal effects to appear on the voltage waveform. These voltage waveform distortions will propagate throughout a facility and can adversely affect adjacent customers.

Customer shall not draw current in a non-steady-state or non-sinusoidal manner that adversely affects IFP utility equipment or other customers.

Customer shall operate equipment to maintain harmonic current distortion below the levels indicated in IEEE Standard 519-1992, Table 10.3.

Customer shall operate equipment to maintain voltage fluctuations below the Border Line of Visibility, as shown on IEEE Standard 519-1992, Figure 10.3.

Customer shall provide special or non-passive equipment (harmonic filter, dynamic reactive support, etc.) when required to achieve the voltage distortion limits due to Customers operations. If Customer fails to take corrective action in a timely manner and upon notification by IFP, IFP may take corrective action at Customer's expense.

W. CHARACTER OF SERVICE

Electric Service to be furnished and taken hereunder shall be regulated 3-phase and 60 cycles, 12.47 kV.

X. ACCESS AND EASEMENTS

Customer grants IFP the right of access to Customer's property for the purpose of installing, operating, maintaining and removing IFP's property, equipment or other facilities. Customer shall grant IFP unlimited access to Customer's property as may be necessary for IFP to meet the requirements of this Agreement. While on Customer's property, IFP personnel shall follow all safety rules, regulations, and instructions set forth by Customer.

Y. LIMITATION OF IFP DUTY TO SERVE

Whenever necessary for the purpose of making repairs to its system, IFP shall have the right to temporarily suspend the delivery of electrical energy, but, in such cases, IFP will give reasonable prior notice, if circumstances permit. Whenever an interruption of service can be planned, IFP will schedule its activities with Customer. IFP will make reasonable effort to avoid an interruption of service. Should an interruption be required, IFP will endeavor to make the interruption as short as practicable under safe operating conditions. Typical examples of interruptions include, emergency and non-emergency repairs of the distribution power lines, repairs to substations, transformers, or other power delivery equipment, forced curtailment of load by a regulatory entity including the reliability coordinator or the balancing authority, storms / weather conditions, squirrels and other general acts of nature.

IFP cannot and shall not guarantee constant or uninterrupted delivery of electric service and shall have no liability to Customer for any interruption, suspension, curtailment, or fluctuation in electric service or for any loss or damage caused thereby when such interruption, suspension, curtailment or fluctuation results from causes beyond IFP's reasonable control, including, but not limited to, accident or casualty, fire, flood, drought, wind, action of the elements, court orders, litigation, breakdown of or damage to facilities of IFP or of third parties, acts of God, strikes or other labor disputes, epidemics, pandemics, emergencies, or disasters declared by a governing authority, civil, military or governmental authority, electrical disturbances

originating on or transmitted through electrical systems with which IFP's system is interconnected and acts or omissions of third parties.

Neither IFP nor Customer shall be liable to the other or to any third party for the direct or consequential damages or claim of damage attributable to any service interruption, fluctuation, outage, change in voltage, or other electric power disturbance. If either Party is damaged by any such event that is caused by a third party, the Parties agree to cooperate in any action to recover such damage. In such event, any sums recovered less actual costs incurred in bringing the action and collecting the sums due shall be divided between the Parties in accordance with the damages they incurred.

Z. UNLIMITED RIGHT TO CURTAIL SERVICE

IFP has the right to curtail service to the extent IFP, in its sole discretion, determines is in the best interest of IFP to maintain or restore electric service to other IFP retail customers. IFP is offering service to Customer on an "as available" basis and can curtail service without notice for an indefinite period of time for system reliability and/or to maintain service to existing, new non-New Large Single Load Customers and New Large Single Load Customers who desire long term firm uninterruptable energy supply from IFP. IFP will endeavor to make the duration of curtailment as short as practicable under safe operating conditions. Customer will be the first load that is removed from the feeders in the event of system disruptions that require the needs to curtail demand on the feeder and the last load to be restored following disruption. IFP will use prudent and best utility practices to minimize Customer's curtailments. IFP will give reasonable prior notice, if circumstances permit.

AA. SERVICE LOCATIONS & MAXIMUM SERVICE

IFP has worked with the Customer to find locations where IFP had excess available transmission and distribution capacity to serve Customer's electric needs. Customer Site No. 1 is located off Lindsay Boulevard and is served by the Temple View substation. IFP can serve up to and not exceeding 5 MW of peak demand at Customer Site No. 1, unless otherwise mutually agreed upon in writing. Increases in service at any site are upon mutual agreement and must be compliant with all City and IFP policies. Customer is required to pay for associated fees, per standard service policy.

BB. INTERCONNECTION OF FACILITIES

IFP shall own, operate, and maintain the electrical service interconnection facilities up to the service point of delivery ("POD") whether located on Customer's property or otherwise. The POD shall be at the 12.47 kV point of interconnection of Customer and IFP facilities. Customer shall install and maintain reasonable protective and control devices necessary to protect IFP facilities. Customer shall provide Customer-side protection from IFP's electrical system.

CC. METERING

The power delivered hereunder shall be metered at 12.47 kV by suitable meters installed and maintained by IFP at or near the POD in order to record the integrated fifteen (15) minute power demand imposed by Customer on IFP's system for each hour and the total energy delivered by IFP to Customer.

Should any IFP meter fail to register correctly the amount of energy or power delivered to the Customer, the amount of such delivery shall be estimated by IFP. IFP will, upon Customer's written request, test meters at any reasonable time specified by the Customer.

DD. NOTICES

All notices required or permitted to be given pursuant to the terms hereof shall be deemed to have been delivered upon deposit in the United States mail, postage prepaid, certified mail, return receipt requested at the following address, or such other address which may be delivered in writing to the receiving party:

Idaho Falls Power
Attn: General Manager
P.O. Box 50220
Idaho Falls, ID 83405
Phone: (208) 612-8430
Fax: (208) 612-8435

N9+,LLC
Attn: Brandon Nash
1876 Fort Canyon Rd.
Alpine, UT 84004
Phone: 801-419-7926
email: bnash7@protonmail.com

EE. MONTHLY POWER BILL DELIVERY LOCATION

IFP will send the Monthly Power Bill to the following location by electronic mail (email).

N9+,LLC
Attn: Brandon Nash
1876 Fort Canyon Rd.
Alpine, UT 84004
Phone: 801-419-7926
email: bnash7@protonmail.com

FF. NON-BINDING MEDIATION

In the event a dispute arises between the Parties to this Agreement, the Parties agree to participate in mediation presided by a professional mediator mutually agreed upon by the Parties in an attempt to resolve the dispute through non-binding mediation. Each Party shall bear one-half (1/2) of the mediator's fees and expenses and shall pay all of its own attorney's fees and expenses, if any, that are related to the mediation.

GG. OPTIONAL BINDING MEDIATION

If binding mediation is mutually agreed upon by the Parties, mediation proceedings shall be final, binding, and enforceable in any court of competent jurisdiction. In such case, there will be no opportunity for judicial review of mediation decisions rendered. The result of such binding mediation by the mediator will be accompanied by a reasoned opinion, issued in writing. The result and reasoned opinion of the mediator may be entered in any court of competent jurisdiction.

HH. COMPLETE AGREEMENT

This writing evidences the complete and final agreement of the Parties on this subject matter and all other previous agreements, representations, negotiations or statements not expressly set forth herein shall be of no force or effect. This Agreement shall not be modified except in a writing signed by both of the Parties hereto.

II. CONTRACT ASSIGNMENT

The rights and obligations of the Parties to this Agreement may not be assigned by either Party except upon the express written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

JJ. SEVERAL OBLIGATIONS

Except where specifically stated in this Agreement to be otherwise, the duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership, or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.

KK. JURISDICTION AND VENUE

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

LL. EXHIBITS

Customer agrees to the terms and conditions of service outlined in Exhibit A attached and agrees that such are incorporated by this reference into this Agreement.

“CUSTOMER”
N9+, LLC

Signature _____
Brandon Nash, Manager

STATE OF _____)
):ss
County of _____)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____, known or identified to me to be the _____ of N9+, LLC, and whose name is subscribed to the within instrument and acknowledged to me that he/she is authorized to execute the same for and on behalf of said N9+, LLC.

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

Notary Public for the State _____
Residing at _____, _____
My Commission Expires: _____

(Seal)



28 April 2020

To: Mr. Bob Nash, ICPE Consulting Engineers
N9+ Idaho Falls Site
Bob.Nash@icpeinc.com

RE: Service at 1429 Lindsay Blvd, Idaho Falls.

This letter is to summarize our call of 22 April 2020, to answer question raised during that call and to provide a proposed path forward. Further, this letter is to address the technical issues but does not address the contractual issues which will also need to be addressed prior to any increase in your load above 1 mw.

During the call you advised us of the following:

1. You plan on adding two additional modular units. One of these will be primarily for air handling but will have cryptocurrency miners installed and the second unit will have cryptocurrency miners similar to the currently installed unit.
2. Your existing load is just over 600 kw and you expect the currently installed unit to reach capacity at around 1,200 kw.
3. Over the next several months you plan to have 3 mw of installed transformer capacity and desire to increase your load to around 2,400 kw.

Following are answers and clarifications to items raised during the call:

1. We have spent some time looking at the current configuration and the original design goals. We do not have a written copy of an original load request. However, the site plan we have on file shows one 2,000 kva transformer and two mining modules.
2. We have reviewed the primary voltage customer side equipment:
 - a. The Kyle switches that were installed by IFP to provide a service disconnect for N9+ are rated for 200amps. So, they are adequately rated to serve as a disconnect for the desired 3 mw of capacity.
 - b. The primary metering equipment is also adequate for up to 3 mw.
 - c. Since you have two sets of fused cut-outs, one for each 1,500 kva transformer, they are each rated to break the load of approximately 70 amps at the nameplate transformer capacity.
3. We have also reviewed the IFP installed equipment of which the critical component is the protective equipment. For your site IFP installed our standard 100 amp load break cut-outs. These are not adequate for 140 amps (nameplate load of two 1,500 kva

transformers). Therefore your proposed expansion will require IFP to make some level of upgrade to our protective equipment. There are two options we would like to propose.

- a. Install a pole mount vacuum breaker on the take-off pole prior to the metering pole. The cost of the breaker installed is estimated to be around \$45,000. This is what was identified as the preferred option in the initial discussion with Block United for a number of reasons. Breakers can be remotely controlled if communications are installed, can provide the shortest fault clearing capability, and close/opens all three phases simultaneously (gang operated switching). Previously when Block United was involved, there were conversations about this being an interruptible load. Relay controlled vacuum breakers were an integral part of such a contractual/system configuration.
- b. Upgrade the 100amp cut-outs to 200amp cut-outs. This is the cheapest option and will provide adequate IFP system protection for up to 3 mw. The estimated cost for this is around \$5,000, almost all of which is labor and equipment. Please note this does not provide for ganged switching or provisions for any remotely operated switching.

Please advise your preferred action on for the IFP system upgrade section and please call us with and further needs or concerns.

Sincerely,

SJB

Stephen Boorman, PE

CC: Mr. Steve Nash, ICPE Consulting Engineers, Steve.Nash@icpeinc.com
Mr. Brandon Nash, ICPE Consulting Engineers, bnash7@protonmail.com
Mr. Bob Baird, City of Idaho Falls, BBaird@idahofallsidaho.gov
File 026



MEMORANDUM

FROM: Bear Prairie, General Manager
DATE: Wednesday, September 16, 2020
RE: Change Order No. 1 - Construction Agreement for Fiber Optic Cable Splicing

Council Action Desired

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

Approve Change Order No. 1 - Construction Agreement for fiber optic cable splicing with Advanced Cable Technology, LLC., Cook Cabling, and Spligitty for a not-to-exceed total amount of \$85,000 (or take other action deemed appropriate).

Description, Background Information & Purpose

The purpose of this change order is to allow the current contractor to perform additional work beyond the original stated scope of \$100,000. Approval of this change order will allow Idaho Falls Power/Fiber (IFP/IFF) to contract for services with the same contractors at the same per-unit price, through the first quarter of the new fiscal year on an as-needed basis for the best pricing for fiber optic cable splicing. IFF will use the lowest cost available contractor for each specific splicing project. IFF plans to conduct a formal bid for splicing work in the second quarter.

Relevant PBB Results & Department Strategic Plan

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- 
- 
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- 
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- 

This action supports our readiness for reliable public infrastructure, assuring long-term reliability. It also supports the growth element of the IFP Strategic Plan.

Interdepartmental Coordination

n/a

Fiscal Impact

This agreement is budgeted for in the 2020/21 Capital Plan.

Legal Review

Change Order reviewed by Legal Department.

Change Order (CO)

CO no: 001

Attachments: None

Effective Date: September 24, 2020

Project

Fiber Construction Agreement between City of Idaho Falls and Cooke Cabling.

Effective date July 9, 2020

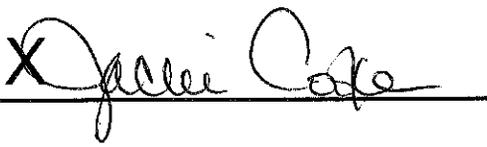
Description of proposed variation (altered scope)

1. Extend not to exceed amount to \$185,000.

References

Except for the impacts or revision agreed under this CO, all other terms and conditions under the said Agreement shall remain in effect.

Agreed and Accepted by the duly authorized representatives below:

Date: 9/18/2020 Cooke Cabling	Date: City of Idaho Falls
 _____	X _____

Change Order (CO)

CO no: 001

Attachments: None

Effective Date: September 24, 2020

Project

Fiber Construction Agreement between City of Idaho Falls and Advanced Cable Technology, LLC.

Effective date July 9, 2020

Description of proposed variation (altered scope)

1. Extend not to exceed amount to \$185,000.

References

Except for the impacts or revision agreed under this CO, all other terms and conditions under the said Agreement shall remain in effect.

Agreed and Accepted by the duly authorized representatives below:

Date: 9-10-2020	Date:
Advanced Cable Technology, LLC	City of Idaho Falls
<u>XC Erasmey</u>	<u>X</u>
CHERYL ERASMEY	

FIBER CONSTRUCTION AGREEMENT

THIS Fiber construction AGREEMENT, entered into this 9 day of July, 2020, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho (hereinafter "CITY"), and Advanced Cable Technology, LLC., ~~2106 E State St., Eagle, ID 83616~~, (hereinafter "Agreement") 10171 HWY 44, MIDDLETON IDAHO 83644

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY to do fiber optic splicing in Idaho Falls (the "Project"), CONTRACTOR did, in accordance therewith file with CITY a proposal containing an offer which was invited by said notice; and

WHEREAS, CONTRACTOR submitted a responsive bid for perform work from time to time; and

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

SECTION 1 PROJECT DOCUMENTS

The Project Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed include this Agreement and the Project Plans provided for each splicing project and incorporated in this Agreement by this reference.

SECTION 2 SCOPE OF WORK

CONTRACTOR shall complete all services necessary to complete fiber optic fusion splicing projects assigned by the CITY. The CITY will provide all splice cases, splice trays, and heat shrink tubes needed to complete each assigned project.

SECTION 3 PROJECT TIME / SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be completed in a timely manner. Project completion will be established between CONTRACTOR and the CITY on each assigned project. Failure to complete projects on established timelines will forfeit the opportunity to receive future splicing projects.

SECTION 4 NOT-TO-EXCEED AMOUNT

CITY shall pay CONTRACTOR for completion of work in accordance with "Exhibit A" quantity pricing sheet that was provided by the CONTRACTOR to the CITY. Work performed is not-to-exceed amount of one-hundred thousand dollars (\$100,000.00). This not-to-exceed amount is based upon estimated work and is not a guaranteed amount.

**SECTION 5
PAYMENT**

Payment from the CITY to the CONTRACTOR when CONTRACTOR has fully performed the Agreement except for CONTRACTOR's responsibility to correct work, and to satisfy other requirements, if any. Payments will be made monthly.

**SECTION 6
INDEPENDENT CONTRACTOR**

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

**SECTION 7
CONTRACTOR'S RESPONSIBILITIES**

1. Permits:
CONTRACTOR shall obtain and comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder as may be required by the local jurisdiction.

2. Work in the Right-of-Way:
During any period of relocation, construction, or maintenance in the public easement, public streets, or Right-of-Way, CONTRACTOR shall comply with all applicable public health and safety rules and regulations, as required by and law, statute, regulation, ordinance, or resolution of any jurisdiction, regulator, agency, or authority of the City, state, or federal government, including but not limited to, receiving a Public Right-of-Way Contractors License from CITY and complying with the regulations and terms thereof. CONTRACTOR is required to coordinate all work in public easement, public streets, or Right-of-Way with CITY's Public Works Department.

**SECTION 8
HOLD HARMLESS INDEMNIFICATION**

In addition to other rights granted CITY by the Project Documents, CONTRACTOR shall indemnify and save harmless CITY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the negligent operations of CONTRACTOR or its subcontractors; or on account of or in consequence of any neglect in safeguarding the Work.

Within the limits of the Idaho Tort Claims Act and the Idaho Constitution, CITY agrees to indemnify, defend, and hold harmless CONTRACTOR and its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for the acts or

omission of CITY and its officers, agents, and employees, in performance of this Agreement.

SECTION 9 CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct, or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to CITY.

SECTION 10 ENTIRE AGREEMENT, MODIFICATION, AND ASSIGNABILITY

This Agreement and Project Documents hereto contain the entire Agreement between the parties for this subject matter, and no other statements, promises, or inducements made by either party, or agents of either party are valid or binding. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder other than as contemplated by the Project Documents, without the prior written consent and express authorization of CITY.

SECTION 11 ADHERENCE TO LAW REQUIRED

All applicable local, state, and federal statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. CONTRACTOR and CONTRACTOR's surety shall indemnify and save harmless CITY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations by CONTRACTOR.

SECTION 12 LEGAL FEES / JURISDICTION AND VENUE

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning this Agreement, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

**SECTION 13
NON-DISCRIMINATION**

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

Nothing in this section shall require CONTRACTOR to go beyond the reasonable accommodation requirements of the Americans with Disabilities Act in regards to accommodating any employee or applicant for employment.

**SECTION 14
SPECIAL WARRANTY**

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR further declares that no improper personal, political, or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void.

**SECTION 15
COMMUNICATIONS**

Written notice as are required by this Agreement shall be satisfied by mailing, emailing, or by personal delivery to the parties at the following mailing addresses:

CONTRACTOR:

~~Advanced Cable Technologies
2106 E State St.
Eagle, ID 83616
(208) 939-1569~~

ADVANCED CABLE TECHNOLOGY
10171 HWY 44
MIDDLETON, IDAHO 83644

CITY:

Stephen Boorman
140 S. Capital Ave.
Idaho Falls, ID 83402
(208) 612-8430
sboorman@ifpower.org

Neither CITY's nor CONTRACTOR's representative shall be changed without ten (10) days prior written notice to the other party.

**SECTION 16
INSURANCE AND BOND REQUIREMENTS**

CONTRACTOR shall purchase and maintain a comprehensive general liability insurance coverage, in an amount not less than five hundred thousand dollars (\$500,000) single limit liability for personal injury, death and property damage and shall carry an endorsement naming the City as an additional insured under said policy.

SECTION 17 CITY'S RIGHT FOR TERMINATION OR SUSPENSION

1. **Termination of the Construction Agreement for Default.** Without limitation to any of CITY's other rights or remedies at law or in equity, and reserving to itself all rights to losses related thereto, CITY shall have the right to terminate this Agreement, in whole or in part, upon the failure of CONTRACTOR to promptly cure any default within fourteen (14) days of CITY's written notice to CONTRACTOR. CITY's election to terminate the Agreement for default shall be communicated by giving CONTRACTOR a written notice of termination. Any notice of termination given to CONTRACTOR by CITY shall be effective immediately, unless otherwise provided.
2. **Suspension by City for Convenience.** CITY may, at any time and from time to time, without cause, order CONTRACTOR, in writing, to suspend, delay, or interrupt the Project in whole or in part for such period of time, as CITY may determine, up to an a period of five (5) days. The period of suspension shall be computed from the date of the written order.

Upon receipt of a Suspension Order, CONTRACTOR shall, at CITY's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Project covered by the Suspension Order during the period of the Suspension Order.

Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by CONTRACTOR and CITY, CITY shall either

- a. cancel the Suspension Order; or
- b. delete the portion of the Project covered by the Suspension Order by issuing a change order.

If a Suspension Order is canceled or expires, CONTRACTOR shall resume and continue with the Project. A change order shall be issued to cover any adjustments of the not-to-exceed amount or the Project Time necessarily caused by such suspension. The provisions of this section shall not apply if an order to stop or suspend work is not issued by CITY.

A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Project Documents.

3. **Termination Without Cause.** CITY shall have the option, at its sole discretion and without cause, of terminating this Agreement in part or in whole by giving thirty (30) days written notice to CONTRACTOR. CONTRACTOR agrees to accept such sums as allowed under this section as its sole and exclusive compensation and waives any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of

any kind.

Following such termination and within forty-five (45) days after receipt of a billing from CONTRACTOR seeking payment of sums authorized by this section, CITY shall pay to CONTRACTOR as its sole compensation for performance of the Project the following:

- a. For Work Performed. The amount of the not-to-exceed amount allocable to the portion of the Project properly performed by CONTRACTOR as of the date of termination, less sums previously paid to CONTRACTOR.
4. Subcontractors. CONTRACTOR shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by CONTRACTOR on terms that are consistent with this Agreement and that afford no greater rights of recovery against CONTRACTOR than are afforded to CONTRACTOR under this section.
 5. CONTRACTOR's Duties Upon Termination. Upon receipt of a notice of termination for default or for convenience, CONTRACTOR shall, unless the notice directs otherwise, do the following:
 - a. Immediately discontinue the Project to the extent specified in the notice;
 - b. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Project as is not discontinued;
 - c. Provide to CITY a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and agreements that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Project covered and a copy of the subcontract, purchase order or agreement and any written changes, amendments or modifications thereto, together with such other information as CITY may determine necessary in order to decide whether to accept assignment of or request CONTRACTOR to terminate the subcontract, purchase order or Agreement;
 - d. Promptly assign to CITY those subcontracts, purchase orders or agreements, or portions thereof, that CITY elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or agreements, or portions thereof, that CITY does not elect to accept by assignment; and
 - e. Thereafter do only such work as may be necessary to preserve and protect the Project already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

SECTION 18 CONTRACTOR'S RIGHT FOR TERMINATION

1. Termination for Cause. CONTRACTOR may terminate this Agreement for cause only upon the occurrence of one (1) of the following:

- a. For Work Stoppage. The Work is stopped for sixty (60) consecutive days, through no act or fault of CONTRACTOR, any Subcontractor, or any employee or agent of CONTRACTOR or any Subcontractor, due to issuance of an order of a court or other public authority, other than CITY, having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
- b. For City's Non-Payment. If CITY does not make payment of sums that are not in good faith disputed by CITY and does not cure such default within fourteen (14) days after receipt of notice from CONTRACTOR, then upon an additional fourteen (14) days' notice to CITY, CONTRACTOR may terminate the Agreement.

2. Damages to CONTRACTOR. In the event of termination for cause by CONTRACTOR, CITY shall pay CONTRACTOR the sums provided for in Section 16.3 above. CONTRACTOR agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

ATTEST:

By Kathy Haupt
Kathy Haupt, City Clerk



"CITY"

City of Idaho Falls, Idaho
By Rebecca L. Noah Casper
Rebecca L. Noah Casper, Mayor

"CONTRACTOR"

Advanced Cable Technology, LLC

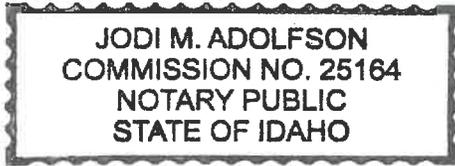
By Sam Stewart

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 7TH day of July, 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, a municipal corporation that executed the

foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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



Jodi M. Adolfson
Notary Public of Idaho

Residing at: Idaho Falls, Id

My Commission Expires: 5/20/2021

(Seal)

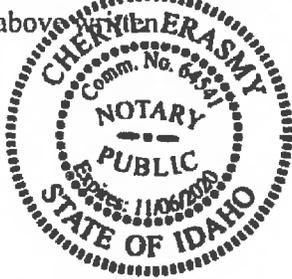
STATE OF Idaho)

) ss:

County of Bonneville)

On this 7 day of July, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared Jason Stewart, known or identified to me to be the Owner 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 Advanced Cable Technology, LLC.

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



Cheryl Erasmey

Notary Public of Idaho

Residing at: 10171 Hwy 44 Middleton Id 83644

My Commission Expires: 11-06-2020

(Seal)

STATE OF Idaho)

) ss:

County of Ada)

EXHIBIT A

Description	Unit Code	UOM	Labor Rate	Material Price	Total L&M	Estimated Quantity	Total Price
Splicing and Testing							
Pre p small drop closure 72 fibers or less	600-1	EA			\$ 75.00	0	\$ -
Pre p aerial small drop closure 72 fibers or less	600-10	EA			\$ 75.00	0	\$ -
Pre p splice closure up to 144 splices	600-2B	EA			\$ 150.00	0	\$ -
Pre p splice closure 192-432 splices	600-3B	EA			\$ 150.00	0	\$ -
Pre p splice closure 576-864 splices	600-3C	EA			\$ 200.00	0	\$ -
Pre p Corning 24port DD RH Assy	600-7RH	EA			\$ 50.00	0	\$ -
Pre p Corning 24port DD LH Assy	600-7LH	EA			\$ 50.00	0	\$ -
Re-enter UG Splice Closure	600-8	EA			\$ 75.00	0	\$ -
Re-enter Aerial Splice Closure	600-13	EA			\$ 150.00	0	\$ -
Fusion Splice 1-36 Fibers per location	601-3	EA			\$ 45.00	0	\$ -
Fusion Splice 37-72 Fibers per location	601-5	EA			\$ 40.00	0	\$ -
Fusion Splice 73-144 Fibers per location	601-7	EA			\$ 35.00	0	\$ -
Fusion Splice 145 Fibers and greater per location	601-9	EA			\$ 18.00	0	\$ -
Fusion Splice 1-144 in shelter	601-13	EA			\$ 30.00	0	\$ -
Fusion Splice 145 and greater in shelter	601-14	EA			\$ 18.00	0	\$ -
OTDR uni-directional dual wavelength test per fiber	602-2	EA			\$ 10.00	0	\$ -
Mid-Span Sheath Access	602-1	EA			\$ 200.00	0	\$ -
After Hours Scheduled T&M rate	HRLY				\$ 75.00	0	\$ -
Emergency T&M rate	E-HRLY				\$ 95.00	0	\$ -
Splicing Total							\$ -

FIBER CONSTRUCTION AGREEMENT

THIS FIBER CONSTRUCTION AGREEMENT, entered into this 9 day of JULY, 2020, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho (hereinafter "CITY"), and Cook Cabling, _____ Idaho Falls, ID _____ (hereinafter "Agreement")

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY to do fiber optic splicing in Idaho Falls (the "Project"), CONTRACTOR did, in accordance therewith file with CITY a proposal containing an offer which was invited by said notice; and

WHEREAS, CONTRACTOR submitted a responsive bid for perform work from time to time; and

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

SECTION 1 PROJECT DOCUMENTS

The Project Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed include this Agreement and the Project Plans provided for each splicing project and incorporated in this Agreement by this reference.

SECTION 2 SCOPE OF WORK

CONTRACTOR shall complete all services necessary to complete fiber optic fusion splicing projects assigned by the CITY. The CITY will provide all splice cases, splice trays, and heat shrink tubes needed to complete each assigned project.

SECTION 3 PROJECT TIME / SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be completed in a timely manner. Project completion will be established between CONTRACTOR and the CITY on each assigned project. Failure to complete projects on established timelines will forfeit the opportunity to receive future splicing projects.

SECTION 4 NOT-TO-EXCEED AMOUNT

CITY shall pay CONTRACTOR for completion of work in accordance with "Exhibit A" quantity pricing sheet that was provided by the CONTRACTOR to the CITY. Work performed is not-to-exceed amount of one-hundred thousand dollars (\$100,000.00). This not-to-exceed amount is based upon estimated work and is not a guaranteed amount.

**SECTION 5
PAYMENT**

Payment from the CITY to the CONTRACTOR when CONTRACTOR has fully performed the Agreement except for CONTRACTOR's responsibility to correct work, and to satisfy other requirements, if any. Payments will be made monthly.

**SECTION 6
INDEPENDENT CONTRACTOR**

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

**SECTION 7
CONTRACTOR'S RESPONSIBILITIES**

1. Permits:
CONTRACTOR shall obtain and comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder as may be required by the local jurisdiction.

2. Work in the Right-of-Way:
During any period of relocation, construction, or maintenance in the public easement, public streets, or Right-of-Way, CONTRACTOR shall comply with all applicable public health and safety rules and regulations, as required by and law, statute, regulation, ordinance, or resolution of any jurisdiction, regulator, agency, or authority of the City, state, or federal government, including but not limited to, receiving a Public Right-of-Way Contractors License from CITY and complying with the regulations and terms thereof. CONTRACTOR is required to coordinate all work in public easement, public streets, or Right-of-Way with CITY's Public Works Department.

**SECTION 8
HOLD HARMLESS INDEMNIFICATION**

In addition to other rights granted CITY by the Project Documents, CONTRACTOR shall indemnify and save harmless CITY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the negligent operations of CONTRACTOR or its subcontractors; or on account of or in consequence of any neglect in safeguarding the Work.

Within the limits of the Idaho Tort Claims Act and the Idaho Constitution, CITY agrees to indemnify, defend, and hold harmless CONTRACTOR and its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for the acts or

omission of CITY and its officers, agents, and employees, in performance of this Agreement.

**SECTION 9
CONFLICT OF INTEREST**

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct, or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to CITY.

**SECTION 10
ENTIRE AGREEMENT, MODIFICATION, AND ASSIGNABILITY**

This Agreement and Project Documents hereto contain the entire Agreement between the parties for this subject matter, and no other statements, promises, or inducements made by either party, or agents of either party are valid or binding. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder other than as contemplated by the Project Documents, without the prior written consent and express authorization of CITY.

**SECTION 11
ADHERENCE TO LAW REQUIRED**

All applicable local, state, and federal statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. CONTRACTOR and CONTRACTOR's surety shall indemnify and save harmless CITY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations by CONTRACTOR.

**SECTION 12
LEGAL FEES / JURISDICTION AND VENUE**

In the event either party incurs legal expenses to enforce the terms and conditions or this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning this Agreement, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

**SECTION 13
NON-DISCRIMINATION**

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

Nothing in this section shall require CONTRACTOR to go beyond the reasonable accommodation requirements of the Americans with Disabilities Act in regards to accommodating any employee or applicant for employment.

**SECTION 14
SPECIAL WARRANTY**

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR further declares that no improper personal, political, or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void.

**SECTION 15
COMMUNICATIONS**

Written notice as are required by this Agreement shall be satisfied by mailing, emailing, or by personal delivery to the parties at the following mailing addresses:

CONTRACTOR:
Cooke Cabling
2301 W Hwy 31
Victor, ID 83445
Casey Cooke (208) 399-2144
Jacki Cooke (208) 399-2145

CITY:
Stephen Boorman
140 S. Capital Ave.
Idaho Falls, ID 83402
(208) 612-8430
sboorman@ifpower.org

Neither CITY's nor CONTRACTOR's representative shall be changed without ten (10) days prior written notice to the other party.

**SECTION 16
INSURANCE AND BOND REQUIREMENTS**

CONTRACTOR shall purchase and maintain a comprehensive general liability insurance coverage, in an amount not less than five hundred thousand dollars (\$500,000) single limit liability for personal injury, death and property damage and shall carry an endorsement naming the City as an additional insured under said policy.

SECTION 17 CITY'S RIGHT FOR TERMINATION OR SUSPENSION

1. Termination of the Construction Agreement for Default. Without limitation to any of CITY's other rights or remedies at law or in equity, and reserving to itself all rights to losses related thereto, CITY shall have the right to terminate this Agreement, in whole or in part, upon the failure of CONTRACTOR to promptly cure any default within fourteen (14) days of CITY's written notice to CONTRACTOR. CITY's election to terminate the Agreement for default shall be communicated by giving CONTRACTOR a written notice of termination. Any notice of termination given to CONTRACTOR by CITY shall be effective immediately, unless otherwise provided.
2. Suspension by City for Convenience. CITY may, at any time and from time to time, without cause, order CONTRACTOR, in writing, to suspend, delay, or interrupt the Project in whole or in part for such period of time, as CITY may determine, up to an a period of five (5) days. The period of suspension shall be computed from the date of the written order.

Upon receipt of a Suspension Order, CONTRACTOR shall, at CITY's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Project covered by the Suspension Order during the period of the Suspension Order.

Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by CONTRACTOR and CITY, CITY shall either

- a. cancel the Suspension Order; or
- b. delete the portion of the Project covered by the Suspension Order by issuing a change order.

If a Suspension Order is canceled or expires, CONTRACTOR shall resume and continue with the Project. A change order shall be issued to cover any adjustments of the not-to-exceed amount or the Project Time necessarily caused by such suspension. The provisions of this section shall not apply if an order to stop or suspend work is not issued by CITY.

A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Project Documents.

3. Termination Without Cause. CITY shall have the option, at its sole discretion and without cause, of terminating this Agreement in part or in whole by giving thirty (30) days written notice to CONTRACTOR. CONTRACTOR agrees to accept such sums as allowed under this section as its sole and exclusive compensation and waives any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of

any kind.

Following such termination and within forty-five (45) days after receipt of a billing from CONTRACTOR seeking payment of sums authorized by this section, CITY shall pay to CONTRACTOR as its sole compensation for performance of the Project the following:

- a. For Work Performed. The amount of the not-to-exceed amount allocable to the portion of the Project properly performed by CONTRACTOR as of the date of termination, less sums previously paid to CONTRACTOR.
4. Subcontractors. CONTRACTOR shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by CONTRACTOR on terms that are consistent with this Agreement and that afford no greater rights of recovery against CONTRACTOR than are afforded to CONTRACTOR under this section.
 5. CONTRACTOR's Duties Upon Termination. Upon receipt of a notice of termination for default or for convenience, CONTRACTOR shall, unless the notice directs otherwise, do the following:
 - a. Immediately discontinue the Project to the extent specified in the notice;
 - b. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Project as is not discontinued;
 - c. Provide to CITY a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and agreements that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Project covered and a copy of the subcontract, purchase order or agreement and any written changes, amendments or modifications thereto, together with such other information as CITY may determine necessary in order to decide whether to accept assignment of or request CONTRACTOR to terminate the subcontract, purchase order or Agreement;
 - d. Promptly assign to CITY those subcontracts, purchase orders or agreements, or portions thereof, that CITY elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or agreements, or portions thereof, that CITY does not elect to accept by assignment; and
 - e. Thereafter do only such work as may be necessary to preserve and protect the Project already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

SECTION 18 CONTRACTOR'S RIGHT FOR TERMINATION

1. Termination for Cause. CONTRACTOR may terminate this Agreement for cause only upon the occurrence of one (1) of the following:

- a. For Work Stoppage. The Work is stopped for sixty (60) consecutive days, through no act or fault of CONTRACTOR, any Subcontractor, or any employee or agent of CONTRACTOR or any Subcontractor, due to issuance of an order of a court or other public authority, other than CITY, having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
 - b. For City's Non-Payment. If CITY does not make payment of sums that are not in good faith disputed by CITY and does not cure such default within fourteen (14) days after receipt of notice from CONTRACTOR, then upon an additional fourteen (14) days' notice to CITY, CONTRACTOR may terminate the Agreement.
2. Damages to CONTRACTOR. In the event of termination for cause by CONTRACTOR, CITY shall pay CONTRACTOR the sums provided for in Section 16.3 above. CONTRACTOR agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

On this 6th day of July, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared Casuy Cooke, known or identified to me to be the Owner 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 Cooke Cabling.

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



Ruth Ann Hatch

Notary Public of Idaho

Residing at: Driggs ID

My Commission Expires: 10/14/2022

(Seal)

STATE OF Idaho)

) ss:

County of Letour)

EXHIBIT A

Description	Unit Code	UOM	Labor Rate	Material Price	Total L&M	Estimated Quantity	Total Price
Splicing and Testing							
Prep small drop closure 72 fibers or less	600-1	EA	\$ 200.00		\$ 200.00	0	\$ -
Prep aerial small drop closure 72 fibers or less	600-10	EA	\$ 200.00		\$ 200.00	0	\$ -
Prep splice closure up to 144 splices	600-2B	EA	\$ 250.00		\$ 250.00	0	\$ -
Prep splice closure 192-432 splices	600-3B	EA	\$ 350.00		\$ 350.00	0	\$ -
Prep splice closure 576-864 splices	600-3C	EA	\$ 500.00		\$ 500.00	0	\$ -
Prep Corning 24port DD RH Assy	600-7RH	EA	\$ 90.00		\$ 90.00	0	\$ -
Prep Corning 24port DD LH Assy	600-7LH	EA	\$ 90.00		\$ 90.00	0	\$ -
Re-enter UG Splice Closure	600-8	EA	\$ 125.00		\$ 125.00	0	\$ -
Re-enter Aerial Splice Closure	600-13	EA	\$ 125.00		\$ 125.00	0	\$ -
Fusion Splice 1-36 Fibers per location	601-3	EA	\$ 16.00		\$ 16.00	0	\$ -
Fusion Splice 37-72 Fibers per location	601-5	EA	\$ 15.00		\$ 15.00	0	\$ -
Fusion Splice 73-144 Fibers per location	601-7	EA	\$ 14.00		\$ 14.00	0	\$ -
Fusion Splice 145 Fibers and greater per location	601-9	EA	\$ 13.50		\$ 13.50	0	\$ -
Fusion Splice 1-144 in shelter	601-13	EA	\$ 14.00		\$ 14.00	0	\$ -
Fusion Splice 145 and greater in shelter	601-14	EA	\$ 13.50		\$ 13.50	0	\$ -
OTDR uni-directional dual wavelength test per fiber	602-2	EA	\$ 6.00		\$ 6.00	0	\$ -
Mid-Span Sheath Access	602-1	EA	\$ 100.00		\$ 100.00	0	\$ -
After Hours Scheduled T&M rate	HRLY		\$ 90.00		\$ 90.00	0	\$ -
Emergency T&M rate	E-HRLY		\$ 125.00		\$ 125.00	0	\$ -
Splicing Total							\$ -

FIBER CONSTRUCTION AGREEMENT

THIS Fiber construction AGREEMENT, entered into this 9 day of JULY, 2020, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho (hereinafter "CITY"), and Spligitty, 126 1st Ave West, Kalispell, MT 59901, (hereinafter "Agreement")

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY to do fiber optic splicing in Idaho Falls (the "Project"), CONTRACTOR did, in accordance therewith file with CITY a proposal containing an offer which was invited by said notice; and

WHEREAS, CONTRACTOR submitted a responsive bid for perform work from time to time; and

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

SECTION 1 PROJECT DOCUMENTS

The Project Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed include this Agreement and the Project Plans provided for each splicing project and incorporated in this Agreement by this reference.

SECTION 2 SCOPE OF WORK

CONTRACTOR shall complete all services necessary to complete fiber optic fusion splicing projects assigned by the CITY. The CITY will provide all splice cases, splice trays, and heat shrink tubes needed to complete each assigned project.

SECTION 3 PROJECT TIME / SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be completed in a timely manner. Project completion will be established between CONTRACTOR and the CITY on each assigned project. Failure to complete projects on established timelines will forfeit the opportunity to receive future splicing projects.

SECTION 4 NOT-TO-EXCEED AMOUNT

CITY shall pay CONTRACTOR for completion of work in accordance with "Exhibit A" quantity pricing sheet that was provided by the CONTRACTOR to the CITY. Work performed is not-to-exceed amount of one-hundred thousand dollars (\$100,000.00). This not-to-exceed amount is based upon estimated work and is not a guaranteed amount.

**SECTION 5
PAYMENT**

Payment from the CITY to the CONTRACTOR when CONTRACTOR has fully performed the Agreement except for CONTRACTOR's responsibility to correct work, and to satisfy other requirements, if any. Payments will be made monthly.

**SECTION 6
INDEPENDENT CONTRACTOR**

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

**SECTION 7
CONTRACTOR'S RESPONSIBILITIES**

1. Permits:
CONTRACTOR shall obtain and comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder as may be required by the local jurisdiction.

2. Work in the Right-of-Way:
During any period of relocation, construction, or maintenance in the public easement, public streets, or Right-of-Way, CONTRACTOR shall comply with all applicable public health and safety rules and regulations, as required by and law, statute, regulation, ordinance, or resolution of any jurisdiction, regulator, agency, or authority of the City, state, or federal government, including but not limited to, receiving a Public Right-of-Way Contractors License from CITY and complying with the regulations and terms thereof. CONTRACTOR is required to coordinate all work in public easement, public streets, or Right-of-Way with CITY's Public Works Department.

**SECTION 8
HOLD HARMLESS INDEMNIFICATION**

In addition to other rights granted CITY by the Project Documents, CONTRACTOR shall indemnify and save harmless CITY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the negligent operations of CONTRACTOR or its subcontractors; or on account of or in consequence of any neglect in safeguarding the Work.

Within the limits of the Idaho Tort Claims Act and the Idaho Constitution, CITY agrees to indemnify, defend, and hold harmless CONTRACTOR and its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for the acts or

omission of CITY and its officers, agents, and employees, in performance of this Agreement.

**SECTION 9
CONFLICT OF INTEREST**

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct, or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to CITY.

**SECTION 10
ENTIRE AGREEMENT, MODIFICATION, AND ASSIGNABILITY**

This Agreement and Project Documents hereto contain the entire Agreement between the parties for this subject matter, and no other statements, promises, or inducements made by either party, or agents of either party are valid or binding. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder other than as contemplated by the Project Documents, without the prior written consent and express authorization of CITY.

**SECTION 11
ADHERENCE TO LAW REQUIRED**

All applicable local, state, and federal statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. CONTRACTOR and CONTRACTOR's surety shall indemnify and save harmless CITY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations by CONTRACTOR.

**SECTION 12
LEGAL FEES / JURISDICTION AND VENUE**

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning this Agreement, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

**SECTION 13
NON-DISCRIMINATION**

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

Nothing in this section shall require CONTRACTOR to go beyond the reasonable accommodation requirements of the Americans with Disabilities Act in regards to accommodating any employee or applicant for employment.

**SECTION 14
SPECIAL WARRANTY**

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR further declares that no improper personal, political, or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void.

**SECTION 15
COMMUNICATIONS**

Written notice as are required by this Agreement shall be satisfied by mailing, emailing, or by personal delivery to the parties at the following mailing addresses:

CONTRACTOR:
Spligitty
126 1st Ave West
Kalispell, MT 59901
Adam King (307) 760-3073

CITY:
Stephen Boorman
140 S. Capital Ave.
Idaho Falls, ID 83402
(208) 612-8430
sboorman@ifpower.org

Neither CITY's nor CONTRACTOR's representative shall be changed without ten (10) days prior written notice to the other party.

**SECTION 16
INSURANCE AND BOND REQUIREMENTS**

CONTRACTOR shall purchase and maintain a comprehensive general liability insurance coverage, in an amount not less than five hundred thousand dollars (\$500,000) single limit liability for personal injury, death and property damage and shall carry an endorsement naming the City as an additional insured under said policy.

SECTION 17
CITY'S RIGHT FOR TERMINATION OR SUSPENSION

1. Termination of the Construction Agreement for Default. Without limitation to any of CITY's other rights or remedies at law or in equity, and reserving to itself all rights to losses related thereto, CITY shall have the right to terminate this Agreement, in whole or in part, upon the failure of CONTRACTOR to promptly cure any default within fourteen (14) days of CITY's written notice to CONTRACTOR. CITY's election to terminate the Agreement for default shall be communicated by giving CONTRACTOR a written notice of termination. Any notice of termination given to CONTRACTOR by CITY shall be effective immediately, unless otherwise provided.
2. Suspension by City for Convenience. CITY may, at any time and from time to time, without cause, order CONTRACTOR, in writing, to suspend, delay, or interrupt the Project in whole or in part for such period of time, as CITY may determine, up to an a period of five (5) days. The period of suspension shall be computed from the date of the written order.

Upon receipt of a Suspension Order, CONTRACTOR shall, at CITY's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Project covered by the Suspension Order during the period of the Suspension Order.

Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by CONTRACTOR and CITY, CITY shall either

- a. cancel the Suspension Order; or
- b. delete the portion of the Project covered by the Suspension Order by issuing a change order.

If a Suspension Order is canceled or expires, CONTRACTOR shall resume and continue with the Project. A change order shall be issued to cover any adjustments of the not-to-exceed amount or the Project Time necessarily caused by such suspension. The provisions of this section shall not apply if an order to stop or suspend work is not issued by CITY.

A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Project Documents.

3. Termination Without Cause. CITY shall have the option, at its sole discretion and without cause, of terminating this Agreement in part or in whole by giving thirty (30) days written notice to CONTRACTOR. CONTRACTOR agrees to accept such sums as allowed under this section as its sole and exclusive compensation and waives any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of

any kind.

Following such termination and within forty-five (45) days after receipt of a billing from CONTRACTOR seeking payment of sums authorized by this section, CITY shall pay to CONTRACTOR as its sole compensation for performance of the Project the following:

- a. For Work Performed. The amount of the not-to-exceed amount allocable to the portion of the Project properly performed by CONTRACTOR as of the date of termination, less sums previously paid to CONTRACTOR.
4. Subcontractors. CONTRACTOR shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by CONTRACTOR on terms that are consistent with this Agreement and that afford no greater rights of recovery against CONTRACTOR than are afforded to CONTRACTOR under this section.
 5. CONTRACTOR's Duties Upon Termination. Upon receipt of a notice of termination for default or for convenience, CONTRACTOR shall, unless the notice directs otherwise, do the following:
 - a. Immediately discontinue the Project to the extent specified in the notice;
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 - c. Provide to CITY a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and agreements that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Project covered and a copy of the subcontract, purchase order or agreement and any written changes, amendments or modifications thereto, together with such other information as CITY may determine necessary in order to decide whether to accept assignment of or request CONTRACTOR to terminate the subcontract, purchase order or Agreement;
 - d. Promptly assign to CITY those subcontracts, purchase orders or agreements, or portions thereof, that CITY elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or agreements, or portions thereof, that CITY does not elect to accept by assignment; and
 - e. Thereafter do only such work as may be necessary to preserve and protect the Project already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

SECTION 18 CONTRACTOR'S RIGHT FOR TERMINATION

1. Termination for Cause. CONTRACTOR may terminate this Agreement for cause only upon the occurrence of one (1) of the following:

- a. For Work Stoppage. The Work is stopped for sixty (60) consecutive days, through no act or fault of CONTRACTOR, any Subcontractor, or any employee or agent of CONTRACTOR or any Subcontractor, due to issuance of an order of a court or other public authority, other than CITY, having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
 - b. For City's Non-Payment. If CITY does not make payment of sums that are not in good faith disputed by CITY and does not cure such default within fourteen (14) days after receipt of notice from CONTRACTOR, then upon an additional fourteen (14) days' notice to CITY, CONTRACTOR may terminate the Agreement.
2. Damages to CONTRACTOR. In the event of termination for cause by CONTRACTOR, CITY shall pay CONTRACTOR the sums provided for in Section 16.3 above. CONTRACTOR agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

ATTEST:

“CITY”

By Kathy Hampton
Kathy Hampton, City Clerk

City of Idaho Falls, Idaho
By Rebecca L. Noah Casper
Rebecca L. Noah Casper, Mayor



“CONTRACTOR”

Spligitty,

By [Signature]

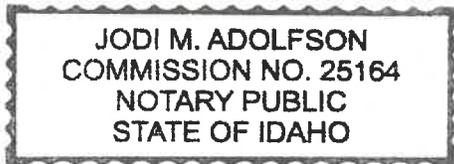
)

) ss.

County of Bonneville)

On this 9TH day of JULY, 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, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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



Jodi M. Adolfson
Notary Public of Idaho
Residing at: Idaho Falls, Id
My Commission Expires: 5/20/2026

(Seal)

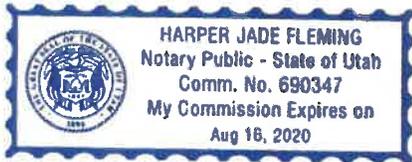
STATE OF Idaho)

) ss:

County of Bonneville

On this seventh day of July, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared Adam King, known or identified to me to be the WTDL 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 Spligitty, .

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



(Seal)

STATE OF UTAH)

) ss:

County of SALT LAKE)

[Signature]

Notary Public of ~~Idaho~~ - UTAH

Residing at: 6940 S. Highland dr. Sandy UT

My Commission Expires: Aug 16th, 2020

04121

EXHIBIT A

Description	Unit Code	UOM	Labor Rate	Material Price	Total L&M	Estimated Quantity	Total Price
Splicing and Testing							
Prep small drop closure 72 fibers or less	600-1	EA	\$ 242.42		\$ 242.42	0	\$ -
Prep aerial small drop closure 72 fibers or less	600-10	EA	\$ 250.00		\$ 250.00	0	\$ -
Prep splice closure up to 144 splices	600-2B	EA	\$ 261.36		\$ 261.36	0	\$ -
Prep splice closure 192-432 splices	600-3B	EA	\$ 261.36		\$ 261.36	0	\$ -
Prep splice closure 576-864 splices	600-3C	EA	\$ 261.36		\$ 261.36	0	\$ -
Prep Coming 24port DD RH Assy	600-7RH	EA	\$ 72.42		\$ 72.42	0	\$ -
Prep Coming 24port DD LH Assy	600-7LH	EA	\$ 72.42		\$ 72.42	0	\$ -
Re-enter UG Splice Closure	600-8	EA	\$ 261.36		\$ 261.36	0	\$ -
Re-enter Aerial Splice Closure	600-13	EA	\$ 261.36		\$ 261.36	0	\$ -
Fusion Splice 1-36 Fibers per location	601-3	EA	\$ 33.33		\$ 33.33	0	\$ -
Fusion Splice 37-72 Fibers per location	601-5	EA	\$ 27.77		\$ 27.77	0	\$ -
Fusion Splice 73-144 Fibers per location	601-7	EA	\$ 24.41		\$ 24.41	0	\$ -
Fusion Splice 145 Fibers and greater per location	601-9	EA	\$ 19.95		\$ 19.95	0	\$ -
Fusion Splice 1-144 in shelter	601-13	EA	\$ 30.30		\$ 30.30	0	\$ -
Fusion Splice 145 and greater in shelter	601-14	EA	\$ 25.26		\$ 25.26	0	\$ -
OTDR uni-directional dual wavelength test per fiber	602-2	EA	\$ 13.48		\$ 13.48	0	\$ -
Mid-Span Sheath Access	602-1	EA	\$ 68.18		\$ 68.18	0	\$ -
After Hours Scheduled T&M rate	HRLY		\$ 118.18		\$ 118.18	0	\$ -
Emergency T&M rate	E-HRLY		\$ 126.27		\$ 126.27	0	\$ -
Splicing Total							\$ -



MEMORANDUM

FROM: Duane A Nelson; Fire Chief
DATE: Monday, September 14, 2020
RE: Jefferson 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 Jefferson County and give authorization for the Mayor and City Clerk to sign necessary documents.

Description, Background Information & Purpose

This Service Agreement allows the City and Jefferson County to work together to provide a proficient and cost-effective method of delivering Emergency Medical Transport Services to Jefferson County residents.

Relevant PBB Results & Department Strategic Plan

							
<input 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"/>

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 Jefferson County.

The agreement for 2020-2021 represents a 10% increase above last year's agreement and is for the amount of \$212,784.00.

Legal Review

This agreement has been reviewed by the City Attorney's Office

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

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

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

WHEREAS, Jefferson County (JEFFERSON) 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, JEFFERSON has determined that, other than service provided by various cities and municipalities within Jefferson County and other agencies within Jefferson County, adequate ambulance services are not reasonably available to the inhabitants of Jefferson County, and, therefore, JEFFERSON wishes to contract with CITY for CITY ambulance service for a portion of the residents and inhabitants of JEFFERSON 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 JEFFERSON 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 Jefferson 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 JEFFERSON upon request regarding the demand and use of ambulance services within Jefferson County and regarding the cost of providing such services pursuant to this Agreement.
2. Limitation. Nothing herein shall alter, amend or otherwise relieve JEFFERSON 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 JEFFERSON has independent duty imposed by law to provide medical care. In the event such duty exists, JEFFERSON 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, JEFFERSON agrees to pay CITY the sum of Two Hundred Twelve Thousand Seven Hundred and Eighty Four dollars (\$212,784.00), 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 after 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 JEFFERSON pursuant to this Agreement, shall be used solely by CITY for purposes of providing ambulance services to JEFFERSON.
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 JEFFERSON 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 JEFFERSON 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 JEFFERSON 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, Jefferson 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

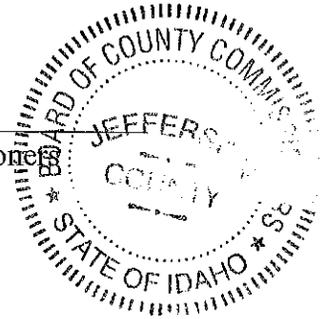
By _____
Rebecca L. Noah Casper, Mayor

ATTEST:

COUNTY OF JEFFERSON

By *Colleen C. Pate*
County Clerk

By *Acad. Hancock*
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.

(Seal)

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

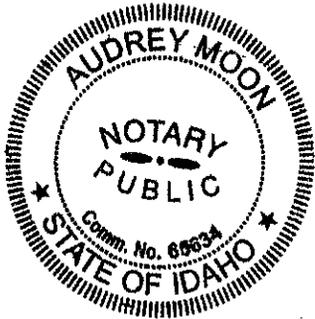
STATE OF IDAHO)

) ss:
County of Jefferson)

On this 14 day of September, 2020
, before me, the undersigned, a notary public, in and for said State, personally appeared Scott Hancock, known or identified to me to be the Chair of the Board of County Commissioners of Jefferson County, 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)



Audrey Moon
Notary Public for State of Idaho
Residing at: Rigby, ID
My Commission Expires: 5-22-2021



MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Monday, September 14, 2020
RE: Transfer of Ambulance to Clark County Emergency Medical Services

Council Action Desired

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

Approve transfer of City property pursuant to Idaho Statute §67-2322 one 2012 Ford F450 ambulance to Clark County Emergency Medical Services. Idaho Statute §67-2322 provides guidelines for the transfer of property by a local unit of government to another government entity.

Description, Background Information & Purpose

In 2012, the Idaho Falls Fire department acquired through the Municipal Equipment Replacement Fund (MERF) an ambulance to provide advanced life support services for the residents of the City of Idaho Falls and surrounding counties. This ambulance was scheduled for replacement this fiscal year as recommended. Based on years of service and mileage, it is estimated the ambulance would receive approximately \$5,000 through public surplus.

Relevant PBB Results & Department Strategic Plan

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The transfer of this equipment supports the reliable public infrastructure and transportation community-oriented result by transferring use of City equipment no longer needed to another community.

Interdepartmental Coordination

The Fire Department concurs with the transfer of equipment pursuant to Idaho Statute §67-2322.

Fiscal Impact

By transferring the ambulance to Clark County EMS, the surplus amount estimated at \$5,000 will not replenish the Municipal Equipment Replacement fund.

Legal Review

Legal has reviewed the transfer request and concurs the Council action desired is within State Statute.



MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, September 11, 2020
RE: Approval of Professional Services Contract for Outsourcing City Utility Billing

Council Action Desired

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

Approve a professional services contract with Information Source, a division of Standard Printing Company for an annual contract not to exceed \$125,000 based on the estimated volume of 23,000 mailed bills per month.

Description, Background Information & Purpose

As part of ongoing efforts to improve the cost and efficiency of city utility services, representatives from Municipal Services, Idaho Falls Power and Public Works reviewed and evaluated proposals for outsourcing city utility billing. City staff are estimating saving over \$100,000 -\$125,000 per year in staff time, paper, envelopes and postage by outsourcing the utility billing. A total of thirteen proposals were received, reviewed and evaluated by the evaluation team. The top three scored proposals were invited to provide a presentation. Following the presentations, the city evaluation team unanimously selected Information Source.

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"/>

Outsourcing utility billing supports the good governance community oriented result by improving the cost and efficiency of city services.

Interdepartmental Coordination

Representatives from Idaho Falls Power and Public Works concur with the recommendation to award a professional services contract to Information Source.

Fiscal Impact

Funds to pay for the professional services will be transferred from the 2020/21 Municipal Services department, utility billing supplies and postage budget line items.

Legal Review

Legal concurs the Council action desired is within State Statute.

RFP #20-070
Evaluation

	CRITERION 1 FORMAT (5 Points Possible)					CRITERION 2 COMPANY EXPERIENCE / QUALIFICATIONS (10 Points Possible)					CRITERION 3 PROJECT MANAGER (15 Points Possible)					CRITERION 4 KEY PERSONNEL AND RESOURCES AVAILABLE (20 Points Possible)					CRITERION 5 PROJECT UNDERSTANDING (25 Points Possible)					CRITERION 6 QUALITY CONTROL (25 Points Possible)				
	#1	#2	#3	#4	#5	#1	#2	#3	#4	#5	#1	#2	#3	#4	#5	#1	#2	#3	#4	#5	#1	#2	#3	#4	#5	#1	#2	#3	#4	#5
AVR	3	4	5	5	2	6	8	10	8	6	6	10.5	0	12	6	8	14	8	16	12	15	20	25	15	10	10	17.5	15	12.5	10
Billing Document Specialists	5	4	5	5	4	8	9	8	10	9	12	13.5	12	13.5	9	20	18	20	18	16	20	22.5	20	22.5	20	20	22.5	20	22.5	20
Dataprose	4	4	3	5	4	6	8	6	8	8	9	12	6	12	12	12	18	8	16	16	15	22.5	10	22.5	20	20	22.5	15	25	25
ENCO Advantage Billing Services	5	4	3	5	4	8	8	8	8	6	9	13.5	12	12	9	16	18	8	16	16	20	22.5	20	20	20	15	22.5	15	20	25
Information Outsource	5	3.5	5	5	4	8	7	8	8	6	12	12	12	12	12	12	18	16	16	8	20	20	25	22.5	20	20	20	25	22.5	15
InfoSend, Inc.	5	4	4	5	3	6	8	8	10	8	12	13.5	9	12	9	12	18	8	18	12	25	22.5	20	25	10	20	22.5	20	22.5	15
Level One Innovation	4	3.5	5	5	3	8	8	10	8	4	12	12	9	13.5	12	16	16	16	18	16	20	20	15	22.5	15	15	20	20	20	15
Moonlight BPO	3	4	4	5	5	4	8	6	8	8	0	10.5	6	9	9	8	12	8	12	12	15	20	15	20	20	15	20	15	20	20
Peregrine Services	4	3.5	3	5	4	4	8	6	7	10	6	9	9	9	12	8	12	8	14	16	10	15	15	17.5	20	0	15	10	15	15
Pinnacle Data Systems	2	4.5	2	2.5	3	8	9	6	10	8	9	13.5	9	13.5	9	12	18	12	18	12	20	22.5	15	25	20	20	24	10	25	20
SEBIS Direct Document Management	5	4	2	5	3	6	8	6	8	6	12	10.5	12	12	9	12	14	8	16	12	15	20	15	22.5	20	20	20	15	20	20
TouchPoint Customer Communications	3	4	5	5	3	4	8	8	7	8	12	12	12	10.5	12	8	14	16	14	16	15	17.5	25	17.5	15	15	17.5	25	17.5	20
Utilitec	4	3.5	3	5	4	6	9	6	7	8	9	12	9	10.5	9	12	14	8	14	12	20	20	15	20	20	10	20	15	20	20

Totals

	100 Maximum					AVE	
	#1	#2	#3	#4	#5		
AVR	48	74	63	68.5	46	60	
Billing Document Specialists	85	89.5	85	91.5	78	86	1st
Dataprose	66	87	48	88.5	85	75	
ENCO Advantage Billing Services	73	88.5	66	81	80	78	3rd
Information Outsource	77	80.5	91	86	65	80	2nd
InfoSend, Inc.	80	88.5	69	92.5	57	77	
Level One Innovation	75	79.5	75	87	65	76	
Moonlight BPO	45	74.5	54	74	74	64	
Peregrine Services	32	62.5	51	67.5	77	58	
Pinnacle Data Systems	71	91.5	54	94	72	77	
SEBIS Direct Document Management	70	76.5	58	83.5	70	72	
TouchPoint Customer Communications	57	73	91	71.5	74	73	
Utilitec	61	78.5	56	76.5	73	69	

Service Contract



As prepared for the City of Idaho Falls
By Information Outsourcing, a division of Standard Printing Company

Agreement date: 10/1/2020
Targeted live date: 12/1/2020

Estimated Volume: 23,000 mailed bills per month

Project Description

Information Outsourcing will process, print and mail the City of Idaho Falls' utility bills as presented in the data. Information Outsourcing will provide the following services:

1. Pre-processing of data
 2. CASS certification of addresses
 3. High speed laser imaging of utility bills
 4. Automated enveloping of utility bills, inserts and reply envelopes
 5. Pre-sorting of mail for postal discounts
 6. Delivery to USPS
 7. Itemized printing and postage reports
 8. Procurement and warehousing of all required materials
-

Data Transmission, Processing & Approval

Data will be submitted either via secure FTP or via Information Outsourcing's secure web-based portal. A unique username and password will be assigned to the City for this purpose.

Data type: PDF

It is understood that multiple PDF files may be submitted on a given day if multiple billing cycles are run. If the files arrive at the same time, they can be processed as a single mailing.

Verification method: Control totals and samples will be provided for approval prior to mailing. Contacts for approval will be determined during the implementation period.



Upon receipt of your data, an automated acknowledgement will be sent to you via email. After the file has been processed, a second acknowledgment will be emailed with control totals and samples. In order to guarantee a same-day mailing, Information Outsource asks that your file be delivered to us by 8:00 AM local time. We will supply control totals and samples by 9:00 AM local time and ask for approval by 10:00 AM.

Once we have established a pattern of file transmission and handling, a sign-off waiver may be executed, indicating that the City does not need to approve files prior to mailing.

Information Outsource processes, prints and mails your critical mail as it is presented in your data. To maintain the integrity of your data, Information Outsource does not make corrections or edits to live data for any reason. (This is outside of any programmatic changes we make to your PDF images during processing, which would be defined and tested during the implementation period.)

Once the City approves the file for printing and mailing, it is financially responsible for the job. If an error is discovered after the job has been printed, inserted and/or metered, the City will be responsible for covering the costs incurred up to that point.

Qualified Addresses: Addresses will be reviewed during CASS processing and all addresses that are considered verified by the USPS will qualify for pre-sort postage discounts. Actual postage is applied based on these rates.

Non-Qualified Addresses: Any address that cannot be automated will be printed, inserted and mailed at the non-automated first-class rate. A non-qualified address report will be provided during processing.

Materials

Paper:	Pre-printed 8.5" x 11", 24 lb. white stock Static backer and PMS color-match City logo Paper includes a perforated remittance coupon
Outside envelope:	#10 double-window envelope with security tint
Reply Envelope:	#9 single-window envelope with security tint
Insert:	Monthly insert, 8.5" x 11", colored, double sided, folded

The materials required for your job will be managed by your Client Specialist. Six months' worth of paper will be ordered at a time and the City will be contacted prior to reorder. All paper, envelopes and inserts will be tracked by our inventory management system.

All materials are billed as used. However, if for any reason you terminate your relationship with Information Outsource, you will be responsible for all outstanding custom materials left in our warehouse.

Inserts: Static and selective inserts (client-supplied) need to be received by Information Outsource at least one week prior to the intended Production date. If Information Outsource is to produce inserts, please provide final artwork and instruction 10 business days prior to the intended Production date. Selective insert criteria should be discussed with your Client Specialist when the artwork is offered.

Special Handling

Householding: Documents destined for the same name and mailing address will be placed into the same mailing envelope.

Suppressions & Pulls: Documents that are to be consistently suppressed or pulled during processing will be identified during the implementation period. Team discussion will occur as far as what this entails and why it might be advantageous. Suppressions or pulls may be based on account numbers, amounts due or other criteria found in your data.

Postage

Information Outsource requires a postage deposit prior to the first mailing, and a replenishment of your postage each time the City is invoiced. We estimate your first postage deposit to be \$10,000.00. Please make your postage checks payable to the **US Postmaster** and mail to:

*Information Outsource
Attn: Postage
3540 West Lincoln Street
Phoenix, AZ 85009*

You will be provided with a detailed postage report with your invoice, so that usage can be tracked. Postage must be maintained in order to ensure the timely mailing of your file.

Implementation

Your assigned Project Manager for implementation will be:

Stacey Hanlon
(602) 352-2369
staceyh@spcio.com

A workflow diagram detailing the implementation process is available as part of our RFP response.

Ongoing Management

Development Time: Once the job scope is agreed to, full test data and current bill samples are received, Information Outsource will develop the initial program, mock-ups and preliminary tests.

Programming charges will be waived for the initial setup. Any changes made to the application(s) after go-live will incur billable programming time. A programming estimate will be provided to track these costs.

Change Requests: All changes made to a live job are at the request of City. Changes must be requested 5 business days in advance of the receipt of a live file in order for the change to be made and tested. Some requests may take longer than others to complete, based on their complexity. Your Client Specialist will review timing with you for each request.

Invoicing: Invoices will be provided to the City on a monthly basis. Production Reports detailing individual mailings as well as a comprehensive postage report will accompany the invoice.

I agree with the terms and conditions of this Service Contract:

City of Idaho Falls

Signed: _____

Printed Title: _____

Date: _____

Information Outsource

Hebbie Bogdanowski

Signed: _____

Printed Title: Director of Operations

Date: 9/14/2020

Addenda

Schedule A – RFP Issued by City of Idaho Falls

Schedule B – RFP response as presented by Information Outsource



The purchase of the consulting and insurance policies support the good governance community oriented result by providing workers' compensation, liability insurance and training coverage to protect and reduce City loss exposures.

Interdepartmental Coordination

Legal and Human Resources have reviewed the workers' compensation consulting and insurance policies and concur with Municipal Services staff's recommendation.

Fiscal Impact

Funds to purchase the consulting and workers' compensation and employer's liability insurance are within the City's approved 2020/21 fiscal year insurance budget.

Legal Review

Legal concurs the Council action desired is within State Statute.

Proposal of Insurance



City of Idaho Falls

P. O. Box 50220
Idaho Falls, ID 83405

Excess Workers' Compensation

Effective Date of Coverage: October 1, 2020

Coverage Proposed on: September 9, 2020

Chad Ranstrom
Senior Vice President

Aimee Assendrup
Account Manager

Moreton & Company
2501 East State Avenue, Suite 200 | Meridian, ID 83642
(208) 321-9300 | Fax (208) 321-0101 | moreton.com
Insurance | Employee Benefits | Surety
CA License No. 0522220

Your Insurance Broker

Moreton & Company, founded in 1910, is an independently owned and operated insurance agency serving the insurance needs of business, public entities and residents.

Regional, national and international representation through Assurex Global allows us to draw on resources that are both expert and independent. Our expertise, dedication to superior service, and ability to provide quality, price effective products has made us the area's most diversified and resourceful independent broker.

Mission Statement

We will consistently exceed expectations by providing solutions that go beyond the needs of our clients and customers. We will be timely, fair, and professional with our suppliers, carriers, and partners. We will provide a prosperous, professional, and energetic workplace.

Changes & Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as new locations, expansion to another state, new products, or new applications of existing products. This includes traveling, shipping via ground, air, rail, etc., or to new states or foreign exposures.
- Mergers and/or acquisition of new companies, as well as dissolving of companies.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Circumstances which may require increased insurance limits.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
- Immediate advice of any changes to the vehicle schedule or to scheduled equipment such as contractor's equipment, electronic data processing, etc.
- Property of yours that is in transit or off-premises, unless we have arranged for the insurance previously.
- Any changes in existing premises including vacancy, (whether temporary or permanent), alterations, demolition, etc. Also, any new premises, either purchased, constructed or occupied.

Please contact your Sales Executive or Account Manager with any other changes not mentioned above. This list is not all inclusive for all the different changes our customers go through.

Account Service Team

Moreton & Company
2501 East State Avenue, Suite 200
Meridian, ID 83642
Phone (208) 321-9300
Fax (208) 321-0101

No matter how comprehensive or price competitive your insurance program is, it is still people who must service it to ensure that the coverage will respond when it is needed. We feel that our people are our greatest asset – courteous professionals who know that you expect and deserve the very best.

These are the people who will handle your account at Moreton & Company:

Chad Ranstrom, Senior Vice President, cranstrom@moreton.com, direct phone number (208)321-2021, will help you with questions about your present policy coverages, and any future insurance needs you might have as your business grows and changes.

Aimee Assendrup, Account Manager, aassendrup@moreton.com, direct phone number (208) 321-9440 will help you with questions regarding:

- Vehicle coverage changes
- Auto ID cards
- Binders, Insurance Certificates
- Evidence of Property Insurance
- Mortgagee/Loan address changes
- Address or location changes
- Billing inquires

Office Hours:

8:00 a.m. to 5:00 p.m. (Mountain Time)
Monday through Friday

Disclosures/Disclaimers

- **This is a coverage proposal, not a legal contract.** This proposal is provided to help you understand your insurance program. It provides only a general description of insurance coverages and is not an insurance contract. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.
- If the contents of this proposal and the terms and conditions of the policy are contradictory, the language of the policy will govern.
- In evaluating your exposure to loss, we have been **dependent upon information provided by you**. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, let us know so your coverage reflects the changes.
- The liability or property limits shown on this proposal are per your request or per expiring policies. **Higher liability or property limits** may be available. We can provide you with a quotation on the additional cost for the increased protection.
- The coverages shown on this proposal are per your request or per expiring policies. **Additional coverages**, such as earthquake, flood, pollution liability, professional liability, cyber liability, etc. **may be available**. We can provide you a quotation on the additional cost for the increased protection.
- Annual Audit of Existing Coverages – Portions of your premiums may be estimate amounts that are based on your anticipated exposures. These policies, therefore, are subject to adjustment, based on your actual exposures. These exposures are generally developed at policy year-end either from previous reports sent to the insurance company or from an audit of your records by the insurance company. The audit, at the insurance company discretion, can be either voluntary (when you complete the forms sent to you) or actual (when the company sends its own people to verify information from your records). Once this is completed, you will receive an adjustment to the estimated premium that was billed originally.

It is important that if you have subcontractors working for you that you secure a certificate of insurance from them evidencing workers compensation coverage and general liability coverage. Otherwise, this exposure could be picked up at audit and charged to you.

- **Moreton & Company is concerned with the environment.** Policies and endorsements will be sent to you electronically. If you prefer paper copies, please let us know. We will accommodate your needs.
- **Moreton & Company will negotiate insurance coverage contracts** on your behalf. Please see your legal representative to negotiate other contracts.
- **Moreton & Company may receive additional compensation** from insurers based on a combination of *premium volume and loss or claims experience*. If your premium is financed, we may also receive compensation from finance companies.
- The Fred A. Moreton & Company California license number is 0522220.
- Please contact us with any questions regarding the terminology used or the coverages provided.
- In January 2015, the Terrorism Risk Insurance Act program was re-authorized for six years with the following changes:
 - Phases in an increase to the program's trigger from \$100 million to \$200 million by 2020.
 - Decreases federal share of losses from 85% to 80% by 2020.
 - Increases the government's mandatory recoupment amount from \$27.5 billion to \$37.5 billion by 2020.
 - Increases recoupment percentage amount from 133% to 140%.
 - Streamlines the certification process for an act of terror by removing the Secretary of State and Attorney General from the formal process.
 - Instructs the Secretary of Treasury to issue a certification timeline to Congress.

Excess Workers' Compensation

Named Insured: City of Idaho Falls
 Insurance Company Name: Safety National
 A.M. Best Rating: A+
 Effective Date: 10/1/2020

Coverages	Description	Limits of Liability
Coverage A	Workers' Compensation	Statutory
Coverage B	Employer's Liability	
	Each Accident	\$1,000,000
	Disease per Employee	\$1,000,000
	Disease Policy Limit	\$1,000,000

	2019 Safety National	2020 Option 1 Safety National
State	ID	ID
AM Best Rating	A+	A+
Rating Base:		
Estimated Annual Payroll	\$ 45,962,348	\$ 53,452,723
Estimated Annual Manual Premium	\$ 1,106,062	\$ 1,237,686
Length of Policy	1 Year	1 Year
Specific:		
Specific Limit	Statutory	Statutory
Specific Retention (All Other)	\$ 500,000	\$ 500,000
Wildland Firefighters Endorsement - Per Employee Retention	\$ 1,000,000	\$ 1,000,000
Employers Liability:		
Employers Liability Limit	\$ 1,000,000	\$ 1,000,000
Employers Liability Retention	See Specific	See Specific
Aggregate:		
Loss Fund Rate	221%	221%
Minimum Loss Fund	\$ 2,444,397	\$ 2,735,286
Aggregate Limit	\$ 2,000,000	\$ 2,000,000
Premium:		
Rate as % of Annual Standard	11.907%	12.560%
Policy Minimum Premium	\$ 131,699	\$ 155,453
Total Deposit Due	\$ 131,699	\$ 155,453

Excess Workers' Compensation

Additional Conditions and Endorsements:

Terrorism Coverage Provided Under the Federal Terrorism Risk Insurance Act of 2002, USA (Certified Acts)
Broad Form All States for Employee Travel
Voluntary Compensation Endorsement-Premium Delineation
Foreign Voluntary Workers' Compensation and Employers' Liability Limit
Aggregate Excess Insurance Loss Limitation
Misc Change Endorsement
Self-Insured Retention Per Occurrence
Idaho Mandatory Endorsement

Discussion Item:

- Volunteer Workers and/or Non-Compensated Officers

NOTES:

- **All Workers Compensation Claims are to be reported as soon as possible by sending the completed FIRST REPORT OF INJURY directly to Intermountain Claims.**
- **Work in any states other than shown on your policy should be reported to Moreton & Company as soon as possible.**
- **Monopolistic fund states (ND, OH, WA, WY, Puerto Rico & US Virgin Islands) require that coverage be purchased from the state fund.**

Employers Liability Form exclusions include, but are not limited to the following (please refer to policy for full list of exclusions):

- Liability assumed under contract
- Punitive damages due to bodily injury to an employee employed in violation of law
- Bodily injury intentionally caused or aggravated by insured
- Longshore and Harbor Workers Compensation Act
- Any obligation imposed by a Workers Compensation, occupational disease, unemployment compensation or disability benefits law or any similar law.
- Bodily injury to any person in work subject to the Federal Employers Liability Act
- Bodily injury to a master or member to the crew of any vessel
- Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act

Consulting Fee

Consulting Fee

\$59,000

Best's Rating Guide

BEST'S FINANCIAL STRENGTH RATING GUIDE

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser.

Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

*Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".

FSR Non-Rating Designations

Designation Symbols	Designation Definitions
E	Status assigned to insurance companies that are publicly placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal ongoing insurance operations; an impaired insurer.
F	Status assigned to insurance companies that are publicly placed in liquidation by a court of law or by a forced liquidation; an impaired insurer.
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AMB.

Rating Disclosure: Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance and business profile or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Company Inc. (AMB) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AMB.

BCRs are distributed via the AMB website at www.ambest.com. For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "[Understanding Best's Credit Ratings](#)" available at no charge on the AMB website. BCRs are proprietary and may not be reproduced without permission.

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Version 061515

Active Assailant Coverage



Active Assailant: This type of policy does not have to involve a gun to trigger coverage. The assailant can be using a gun, vehicle, or explosive. Any instrument used to cause harm can trigger coverage.

Not Necessarily Excluded on Your General Liability Policy: Coverage for an active assailant event is not necessarily excluded from your general liability policy, but your general liability coverage is written to cover your “Legal Liability”. Even if you were legally liable, your general liability policy will not cover all of the damages associated with this event. Additionally, it can take a while for “Legal Liability” to be established. The additional coverage on an Active Assailant policy starts at day one after the event and **no** legal liability has to be established.

Additional Coverages include, but are not limited to:

- Property & Business Interruption
- Independent Negotiator Costs
- Public Relations
- Translator/Interpreter
- Psychiatric Care
- Funeral Costs
- Travel and Accommodation for Victim's Family
- Legal Advice
- Salary of Employees who Assist in Negotiation
- Salary of Victim
- Personal Financial Loss
- Temporary Security
- Job Retraining Communication Equipment
- Rest and Rehabilitation
- Forensic Analysts
- Forensic Clean-up Costs

The policy is structured to cover events that happen at your place of business. However, you can structure the policy to include offsite events or events that might happen on a bus (schools) or at a jobsite. Coverage can also extend to cover incidents that occur near your place of business and impact your business.

Coverage is worldwide except for a few excluded areas.

Which industries are vulnerable to active assailant events? Any business location may be impacted by an active assailant incident. Particularly those locations where there are large gatherings of people and which have easy access in and out of the building such as hotels, retail locations, education institutions, places of worship, stadiums/arenas, airports, museums, theatres, nightclubs, and hospitals.

Deductibles apply to the policy.

Minimum premiums are as low as \$1,500.

Exclusions may include, but are not limited to:

- Biological/Chemical (Acid attack may be included in definition of a “Weapon”)
- Burglary
- Electronic Means (Drone attack could be included)
- Act of Contraband or Illegal Transport
- Road Rage

Safety & Loss Control Services



Loss Control is Cost Control

Every decision and operation in your company, from the board room to the loading dock, impacts the day-to-day risks inherent in your business and industry, and can in turn affect your bottom line. By managing those risks with sound safety and loss control practices, you will benefit from better productivity, controllable costs, a positive market reputation, and greater profitability.

Moreton & Company takes both a broad and focused approach to helping you minimize accidents and losses and protect the assets, personnel, property, reputation, and ultimately the success of your business.

No Losses at all Is Better Than a Covered Loss

An insurance policy can provide financial security in the event of a claim, but implementing appropriate safety and loss control practices can help you avoid claims and loss events before they happen. No matter what business you are in, we can help you reduce costly claims and better manage those that do occur.

Identifying risks to property, personnel, and the public is the first step to avoiding losses, but it also requires continuous and focused attention and assistance from someone skilled in loss control. Moreton & Company's Safety & Loss Control specialists are an integral part of our clients' loss control plans and a valuable resource to every client.

We Care About the Things You Care About

Moreton & Company develops long-term partnerships with our clients to address both the persistent and the changing exposures within your organization. Our staff is responsive and attentive to the unique needs of your organization, because we care about what is important to you.

Our Safety & Loss Control staff is dedicated to addressing client needs with our diverse skills and experience by identifying critical exposures and providing reliable loss reduction solutions.

We can support our clients' existing programs or help design and implement new loss control programs. We provide many services not offered by other brokers.

Our Salt Lake City, Boise, and Denver Safety & Loss Control staff has over a century of combined experience gained working with businesses and industries like yours. Our goal is to provide our clients with the highest quality safety and loss control services possible.

Important Note: This document is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. ©2020 Moreton & Company. All Rights Reserved

Dane Higdem

Direct: 208-321-2036 | Cell: 208-329-3681

Email: dhigdem@moreton.com

Safety & Loss Control Services

Whether you are facing workplace hazards, OSHA regulatory compliance, property issues, or other potential liability, our Safety & Loss Control team provides customized services and programs where you need them most.

The key to the success of any loss prevention plan is to make it an integral part of your business operations. Our Safety & Loss Control team's commitment to client success is reflected in our day-to-day services.

We are here to help you reach your business goals with tools and services like:

Occupational Safety and Health

- Hazard Identification and Risk Assessment
- Safety Program Development
- Accident Investigation
- Workers' Compensation Loss Trend Analysis and Claims Review
- Return-to-Work and Transitional Duty
- Emergency Action Planning

General Liability

- Premises Liability
- Products and Completed Operations
- Accident Investigation

Training Programs

- OSHA Compliance, Including Construction and General Industry 10/30-hr Outreach training
- Employee and Supervisor training
- QuickTalks/Toolbox Talks and Safety Bulletins

Industrial Hygiene

- Hearing Conservation
- Chemical Exposure
- Indoor Air Quality Assessment
- Respiratory Protection
- Mold
- Lead Exposure
- Silica
- Ergonomic Assessment

OSHA Regulatory Compliance

- Workplace Audits
- Record Keeping
- Citation Abatement

Safety Program Development

- Individualized Health and Safety Plans
 - Corporate-Wide
 - Hazard and Site-Specific
 - Customized Documentation forms
- Colorado Premium Cost Containment
- Safety Committee Participation
- Cooperative Relationships with Carrier Loss Control Personnel

Property Protection

- Fire Protection Systems
- Site Assessments
- Hazard Analysis
- Business Continuity

Fleet Safety Programs

- Fleet Safety Programs
- DOT/FMCSA Compliance
- Fleet and Driver Program Development
- Defensive Driver Training

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Risk Management Services

There is a lot more to managing risk than purchasing insurance.

Moreton & Company assists your firm with the management of all elements of risk to keep your business expenses as low as possible. When using Moreton & Company, you have a team consisting of some of the best risk management professionals in the industry. The risk management tools we can provide include:

RISK ANALYSIS AND INSURANCE PROGRAM DESIGN



- Our team puts together some of the more complex risk transfer programs in the world.
- Our experience helps you understand the options available to tackle your risks in the fashion that best fits your company now and as you grow.
- While we concentrate on insurable risks, we also delve into non-insurance areas on your behalf - often called Enterprise Risk Management.

INSURANCE CLAIMS



- When an insured loss takes place we will work with you to maximize the probability of coverage and minimize the expense to your firm.
- Our in-house dedicated claims professionals will advocate strongly on your behalf.
- We will provide you with regular claims review to show you how claims can be progressed in the best manner to reduce your costs and at the same time discover better methods to mitigate, report and communicate preventable loss situation.

ALTERNATIVE RISK PROGRAMS



- A risk financing method used by many firms in place of or to supplement traditional commercial insurance.
- We can provide group or wholly-owned captives and help you determine if they are the right solution for you.

COST ALLOCATION



- We can help you create accountability for risk decisions throughout your organization by passing on insurance, claim, risk management and loss control costs to individual departments.
- This allows front-line managers to understand how their actions or inactions effect your overall costs and, allows for corporate leadership initiatives to allocate expenses within distinctive units.

WORKERS COMPENSATION EXPERIENCE MODIFICATION REVIEWS



- We often see mistakes from the state rating organizations; therefore we review every aspect of the calculation so you know it is correct.
- We will also identify loss-prone zones so you can concentrate your efforts in the correct area to reduce your Experience Modification Factor, driving costs to the lowest possible point.

MYWAVE



- Assists you in connecting with other professionals in your field by entering group discussions, or posting your own messages for timely feedback.
- Provides a series of newsletters & documentation to support safety messages & programs.
- Gives you links to articles & resources for a variety of topics and an easy way to keep your OSHA logs.

SAFETY AND LOSS CONTROL ASSISTANCE



- Our loss control team has helped countless companies reduce significant loss ratios and even win international awards for safety.
- Staff safety professionals are able to travel to your key operations for loss mitigation reviews, safe procedures training, federal & state safety regulatory overviews, ergonomic evaluations, insurer site visit coordination and more.

INSURANCE CONTRACT REVIEW



- Moreton professionals will aid in contract negotiations by reviewing insurance clauses for reasonableness and compliance (both when you dictate terms and when you have to accept them from others).

BENCHMARK SURVEYS



- Provides you with the advantage of understanding what your peers are doing in their risk management program and how yours compares.
- Tells you whether your limits, your cost, and your deductible fit in your industry class.

PROPERTY REPLACEMENT COST VALUATION



- To properly insure your buildings you need to know the true replacement cost value of those buildings
- With the use of Marshall & Swift / Boeckh building cost program, the program relied on by real estate professionals, government agencies, corporations and courts of law, we can help you determine the replacement costs of your commercial and residential buildings.



MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director
DATE: Tuesday, September 15, 2020
RE: Approval of State/Local Cooperative Agreement with Idaho Transportation Department for the Pedestrian Improvements project

Council Action Desired

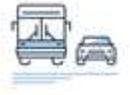
- Ordinance
- Resolution
- Public Hearing
- Other Action (Approval, Authorization, Ratification, etc)

Approval of an Agreement and Resolution and authorization for Mayor and City Clerk to sign both documents.

Description, Background Information & Purpose

Attached for your consideration is a State/Local Cooperative Agreement and Resolution with the Idaho Transportation Department (ITD) for development of the Pedestrian Improvements project. This project will provide a Pedestrian Hybrid Beacon (PHB) signal crossing at the intersection of Dale Drive and Broadway (US20). The agreement allows for the City to design and construct the project and to be reimbursed by the State on or after July 1, 2021. The agreement, if approved, allows this PHB to be installed this fiscal year rather than after July of next year.

Relevant PBB Results & Department Strategic Plan

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

This agreement supports the community-oriented results of livable, safe and secure community by adding a PHB across Broadway at Dale Drive. Proposed improvements will enhance pedestrian safety across this busy arterial roadway.

Interdepartmental Coordination

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

Fiscal Impact

Upon receipt of itemization of the costs of the project the City will be reimbursed the cost of the work, not to exceed \$345,000.00. This reimbursement shall also include the cost of construction inspection and administration not to exceed \$15,000.00 and all materials provided by the City. Funding for this project will be provided by the Traffic Signal Improvement Fund. Sufficient funding and budget authority exist to complete the proposed improvements.

Legal Review

The Agreement has been reviewed by the City Attorney.

**COOPERATIVE AGREEMENT
PROJECT NO. A022(442)
FY22 D6 PEDESTRIAN IMPROVEMENTS
BONNEVILLE COUNTY
KEY NO. 22442**

PARTIES

This Agreement is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF IDAHO FALLS**, hereafter called the City.

PURPOSE

The State has programmed a project to construct a pedestrian hybrid beacon signal (HAWKPHB) and associated road work at the intersection of Dale and Broadway (US20) within the City limits. The City has agreed to perform the work with the State to reimburse for the cost of the project. This Agreement will provide for the responsibilities of the parties in this project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

It is mutually agreed and understood by the Parties that:

SECTION I That the State will:

1. Review and approve the construction plans provided by the City.
2. Install crossing conduit, junction boxes, cabinet and signal pole foundations, concrete flatwork for the pedestrian ramps, sidewalk and curb & gutter.
3. Provide a final inspection at completion of the project.
4. On or after July 1, 2021, and upon receipt of itemization of costs of the project, reimburse the City for the cost of the work, not to exceed \$345,000.

SECTION II That the City will:

1. Design the project using State standards, and provide the construction plans to the State for review and approval.
2. Provide signal poles and arms from the City's supply yard. No Buy America certification will be required for stockpiled materials. Stockpiled materials will be subject to the State's inspection and acceptance.

3. Provide signal controller, heads, and miscellaneous equipment necessary for the project.
4. Award a contract for construction of the project.
5. Provide construction inspection and administration of the project. Such costs for this work will be reimbursed, not to exceed \$15,000.
6. Upon completion of the project, submit to the State an itemization of the costs of the project. Poles and arms from the City's supply yard will be reimbursed at a cost of 50% of new poles and arms.
7. Maintain the project in accordance with the current maintenance agreement in effect between the City and the State.

GENERAL:

1. This Agreement shall become effective on the date the parties entered into this Agreement, and shall remain in full force and effect until amended or replaced upon the mutual written consent of both parties.

EXECUTION

This Agreement is executed for the State by its District Engineer for District Six, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Idaho Falls.

IDAHO TRANSPORTATION DEPARTMENT

District Engineer

ATTEST:

CITY OF IDAHO FALLS

City Clerk

Mayor

By regular/special meeting held
on _____

hm:22442 Coop.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, for construction of pedestrian improvements ; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System; and

WHEREAS, the **CITY** and the **STATE** are providing funds for this project; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Cooperative Agreement to construct pedestrian improvements within city limits is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Idaho Falls, held on _____, _____.

(Seal)

City Clerk



MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, September 16, 2020
RE: Ordinance Revision Amending Title 8, Chapters 1, 2 and 4 Eliminating Capital Improvement Funds and Fuel Flowage Fees Fund

Council Action Desired

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

Approve the Ordinance amending City Code regarding the creation of capital improvement funds for water, sewer and fuel flowage fees fund under a suspension of the rules requiring three complete and separate readings and direct that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

Description, Background Information & Purpose

The proposed revision to City Code is being brought forward for your consideration to comply with General Accounting Standard Board (GASB), Title 33 requirements as identified by recent City audits. Elimination of the City Code Sections in question will resolve both internal and external concerns and will still allow the City to manage enterprise monies in a legal and responsible way that complies with applicable and generally accepted governmental accounting principles and practices.

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"/>

Supports the good governance community-oriented result by improving compliance with GASB requirements as identified in recent City audits.

Interdepartmental Coordination

Interdepartmental coordination has taken place with the Airport, Legal, Municipal Services and Public Works Departments

Fiscal Impact

Monies collected from water and wastewater connection fees will be deposited into their respective enterprise fund accounts. The proposed action will have no adverse fiscal impact to City finances.

Legal Review

Legal Department drafted this Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING CHAPTERS 1, 2, AND 4 OF TITLE 8 OF THE CITY CODE TO ELIMINATE CAPITAL EXPENSE FUNDS THAT ARE INCONSISTENT WITH THE GENERAL ACCOUNTING STANDARDS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, as a duly organized municipal corporation of the State of Idaho, the City is legally obligated to follow the generally accepted accounting principles and practices that apply to governmental entities; and

WHEREAS, General Accounting Standard Board (GASB) Title 33, for example, requires enterprise funds to include all current and futures expenses; and

WHEREAS, the creation and limitation of such funds to future capital expenses runs contrary to GASB Title 33, and, thus, causes concerns when the City is audited annually; and

WHEREAS, elimination of the City Code Sections that are not consistent with GASB Title 33 will resolve both internal and external concerns and will still allow the City to manage enterprise monies in a legal and responsible way that complies with applicable and generally accepted governmental accounting principles and practices.

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

SECTION 1. Title 8, Chapter 4, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

~~8-4-15: WATER SYSTEM CAPITAL IMPROVEMENT FUND: A Water System Capital Improvement Fund is hereby established into which all revenues derived from water system fees as set forth in this Chapter shall be deposited. Expenditures from this fund shall be made only for the purposes set forth in Section 8-4-16 of this Chapter when authorized by the Council.~~

~~8-4-16: DISBURSEMENTS OF WATER SYSTEM CAPITAL IMPROVEMENT FUNDS: Disbursements may be made from the Water System Capital Improvement Fund for the following purposes only:~~

~~(A) Construction and installation of City water wells.~~

~~(B) Construction, installation, and extension of City water mains, including costs of construction of mains with extra capacity.~~

~~(C) Payment of principal and interest on any revenue bond or bonds issued by City to defray the cost of construction, extension, or betterment of City water system.~~

~~(D) Reimbursement of water main connection charges to any developer who has constructed that portion of a water main for which a water main connection charge has been charged by City.~~

8-4-157: INSTALLATION AND MAINTENANCE: All service lines and connections from the water main to and including the curb stop any meter pit shall be installed by a private contractor hired by the customer in accordance with current City standards and specifications, and shall be inspected, maintained, owned, and exclusively controlled by the Water Division.

8-4-168: ARRANGEMENT OF SERVICE PIPES: The service lines must be so arranged that the water supply to each building, place of business, dwelling unit, or tract of land (whether created lawfully or unlawfully) shall be controlled by a separate curb stop placed at or near the property line of the premises served, unless permission for a different arrangement is first authorized in writing by the Water Division.

8-4-179: BRANCH SERVICE: No customer line shall serve more than one (1) customer. Where an existing customer line provides service to several customers, City may terminate water service until a separate customer line (and, if necessary, service line) is provided at the owner's expense. If City does not terminate service to such existing services, the established rate shall be charged for each customer receiving service from the existing line

8-4-1820: PERMIT REQUIRED: No person shall dig into the streets or under the sidewalk for the purpose of laying, removing or repairing any water line without first obtaining a permit issued in accordance with Chapter 7 of this title.

8-4-1924: CUSTOMER LINE MAINTENANCE: All water users shall at their own expense keep their customer lines, connections, and other apparatus in good repair and in a condition that avoids waste of water. Customer water lines that become frozen are the responsibility of the customer, provided the City may thaw the same and charge the customer for the fair and reasonable costs therefor.

8-4-202: PERMIT TO DO PLUMBING: No plumber or other person shall make any connections to a City main or make alterations in any conduit, pipe, or other fixture connecting thereto, or connect pipes where they have been disconnected, or turn water off or on at the curb stop supplying any premises without first obtaining a plumbing permit from the City. If such work requires excavation within a public right-of-way, such person shall also obtain a permit pursuant to this Code

8-4-213: SERVICE CALL CHARGE: The Water Division Superintendent may assess and collect a service charge, in an amount not to exceed the actual cost to City, for service calls which are

requested on weekends or legal holidays or during a time other than normal working hours and which are only for the convenience and benefit of the customer, or which are necessitated because of plumbing which does not meet the requirements of the current Plumbing Code adopted by the City.

8-4-224: TAMPERING UNLAWFUL: It shall be unlawful to damage, adjust, or tamper with any portion of the City Water System or appurtenances, whether located upon public or private property, without having first obtained the express permission of City. If any person damages the water system or in any way causes City expenses as a result of such unlawful acts, City may assess and collect the same from the person committing the same, or from the parent or guardian of any minor who commits such acts. Such amounts may be included upon the customer's regular monthly billing statement for water service, and upon the customer's failure or refusal to pay the same, water service may be terminated in accordance with the procedures set forth in this Chapter.

8-4-235: AUTHORITY TO PLACE METER: The Water Division Superintendent may, in their sole discretion, place a meter on any service line and change the method of billing from a flat rate to a metered rate.

8-4-246: OWNERSHIP OF METERS: All water meters used by City for the billing of water consumption shall remain the property of City and may be removed or replaced by the Water Division at any time.

8-4-257: MAINTENANCE OF METERS: The Water Division shall maintain and repair all meters used by City for the billing of water consumption. Where replacement, repair, or adjustment of any meter is rendered necessary by the act, neglect or carelessness of the owner or occupant of any premises, any expense incurred by the Water Division thereby shall be charged against and collected from the customer, and water service may be discontinued until the meter is repaired, replaced, or adjusted.

8-4-268: METERS; LOCATION AND ACCESS: Meters shall be located near the customer's property line or within the structure served. The customer shall keep the area adjacent to the meter free from trees, shrubbery, or other obstructions and shall allow the City access to the meter during normal working hours of any day of the week, except weekends and legal holidays.

8-4-279: BILLING PERIODS: All regular billing periods shall be on a monthly basis. Premises occupied for any portion of a month shall be charged the established rate for the entire month

8-4-2830: BILLING, COLLECTION, AND TERMINATION OF UTILITY SERVICE: Billing, collection, and termination for utility service shall be processed pursuant to City billing, collection, and termination policy established by Council Resolution.

8-4-2931: WATER RATES, FEES: City shall establish monthly rates for water service supplied by City in an amount set from time to time by Resolution of the Council for the following:

...

8-4-302: WATER RATES OUTSIDE CITY: Monthly rates charged for water furnished by City to customers outside City limits, whether metered or non-metered, shall be in an amount set from time to time by Resolution of the Council.

8-4-313: METER RATES FOR MULTIPLE METERS: Where an individual consumer is supplied with water through more than one (1) metered service, charges shall be computed separately for each individual meter.

8-4-324: SERVICE OUTSIDE CITY: The Water Division Superintendent shall not provide any water service to any consumer whose residence or place of business is outside the corporate limits of the City unless a written service contract has been executed between the consumer and City.

8-4-335: FIRE SERVICE CONNECTION: (A) All fire service connections between water mains and property lines shall be installed by a private contractor hired by the customer, in accordance with current City standards and specifications, and shall be inspected, maintained, owned and exclusively controlled by the Water Division, at the expense of the owner or occupant of the premises served. At the time of making application for service, the applicant shall file with the Water Division detailed plans showing all piping installed or to be installed for fire protection, all fire gates, automatic sprinklers, and all other outlets, gates, or appurtenances. Each fire service connection shall have a gate valve with an adequate valve box installed between the main and the property line of the premises served. No fire service connection larger than six inches (6") shall be installed without special permission from the Council. No customer receiving metered water service shall use a fire service connection for domestic purposes or any purpose other than for fire protection. If the Water Division Superintendent finds a fire connection is being used for any purpose other than for fire protection upon the premises, the owner or occupant shall be notified and if such improper conditions are not corrected within ten (10) days, water service to the entire premises may be shut off until proper adjustments are made.

...

8-4-346: FIRE HYDRANTS: All public fire hydrants shall be maintained by the Water Division. Employees of the Public Works, Police, and Fire Departments shall have free access to such hydrants. No other person shall draw or attempt to draw any water from a fire hydrant unless they have the written permission from one of the Directors of such departments. The Water Division Superintendent may specify from which hydrants water may be drawn and may assess an equitable charge for the consumption or use of water drawn from a fire hydrant.

8-4-357: UNLAWFUL CONTAMINATION OR CROSS-CONNECTIONS: It shall be unlawful for any person to introduce or permit the introduction of pollution or contamination of any kind into the City water supply system. It shall be unlawful for any person to install or maintain any cross-connection within City.

8-4-368: BACKFLOW PREVENTION DEVICES AND ASSEMBLIES: (A) Backflow prevention devices and assemblies shall be installed by the proper owner, tenant, occupant, lessee, or other user of City water where the nature and extent of the activities conducted or the materials used or stored on the premises would present a hazard to the public health or be deleterious to the

quality of the City water supply should a cross-connection occur. Even though cross-connections may not exist at the time, backflow prevention devices and assemblies shall be installed under circumstances including, but not limited to the following:

...

8-4-379: INSPECTION OF NEW CONSTRUCTION: No building, improvement, or other structure shall be connected to the City water supply unless such structure has been inspected by the City Water Division Superintendent or other authorized officer of the City and found free of any cross-connections or other conditions for which a backflow prevention device or assembly is required by this Chapter.

8-4-3840: INSPECTION OF EXISTING BUILDINGS, STRUCTURES, OR IMPROVEMENTS AND TERMINATION OF WATER SUPPLY: Inspections by City or its authorized agent may be made of any existing buildings, structures, or improvements of any nature receiving water from the City supply. The Water Division Superintendent or their authorized agent shall make an inspection of any building, improvement, or structure of any nature receiving water from the City water supply if there is cause to believe that a cross-connection exists or that a backflow prevention device or assembly should be installed pursuant to this Chapter. Whenever a crossconnection or other source of contamination to the water supply is found, or it is determined that a backflow prevention device or assembly is necessary, the City shall cease delivery of water to such premises and the water supply shall not be resumed until the cross-connection or source of contamination is eliminated or an appropriate backflow prevention device or assembly has been installed in accordance with this Chapter.

SECTION 2. Title 8, Chapter 1, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

8-1-23: SEWER SERVICE CONNECTION FEES:

(A) Permits Required: No person shall install or alter any sanitary sewer within the City, or tap onto or connect to any sanitary sewer line, whether lateral, main or interceptor, without first obtaining a permit from City.

...

~~(E) Sanitary Sewer Capital Improvement Fund: There is hereby established a Sanitary Sewer Capital Improvement Fund to be supervised and managed by City Treasurer. All sewer service connection fees and sewer main fees collected under this Chapter shall be deposited into said Fund and shall be distributed only for the purposes set forth below.~~

~~(F) Disbursement of Funds: Disbursements may be made from the Sanitary Sewer Capital Improvement Fund for the following purposes only:~~

~~(1) Capital improvements to the sanitary treatment facilities.~~

~~(2) Extensions to the sanitary sewer system, including lateral, mains and interceptors.~~

~~(3) Payment of principal and interest on any general obligation or revenue bond or bonds issued by the City to defray the cost of construction, extension or improvement of the sanitary sewer system.~~

~~(4) Reimbursement of sewer main fees to a developer who has constructed a sewer main or any portion thereof for which sewer main fees have been collected from any other property owner served by such sewer main.~~

SECTION 3. Title 8, Chapter 2, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

~~8-2-10: FUEL FLOWAGE FEES FUND: A Fuel Flowage Fees Fund is hereby established into which shall be deposited all revenues derived from the payment of fuel flowage fees pursuant to this Chapter. All revenues deposited into the Fuel Flowage Fees Fund shall be disbursed only for the purposes set forth in Section 8-2-11 of this Chapter, when authorized by the City Council.~~

~~8-2-11: DISBURSEMENT OF FUNDS: Disbursement may be made from the Fuel Flowage Fees Fund only for the following purposes: (A) The improvement and maintenance of all runways, taxiways, ramps, lights and runway lighting systems at the Airport; and (B) Removal of snow and ice from the runways, taxiways and ramps at the Airport; and (C) The construction, improvement and maintenance of such other facilities and such other facilities and other services at the Airport as are deemed by the City Council to be necessary for the operation of aircraft to and from the Airport and which are of direct benefit to general aviation aircraft.~~

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

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

SECTION 6. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of August, 2019.

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 CHAPTERS 1, 2, AND 4 OF TITLE 8 OF THE CITY CODE TO ELIMINATE CAPITAL EXPENSE FUNDS THAT ARE INCONSISTENT WITH THE GENERAL ACCOUNTING STANDARDS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK



MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director
DATE: Tuesday, September 15, 2020
RE: Professional Services Agreement with Murraysmith Incorporated to update the 2015 Water Facility Plan

Council Action Desired

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

Approval of a Professional Services Agreement and authorization for Mayor and City Clerk to sign the document.

Description, Background Information & Purpose

Attached for your consideration is a Professional Services Agreement with Murraysmith, Inc. to update the 2015 Water Facility Plan. Updating the Water Facility Plan will provide necessary planning to ensure that anticipated future needs of the Water Division are met and provide crucial information for water rate analysis.

Relevant PBB Results & Department Strategic Plan

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

This agreement supports the community-oriented results of well-planned growth and development and reliable public infrastructure by evaluating the future needs of the Water Division.

Interdepartmental Coordination

Facility plan reviews will be conducted with all necessary city departments to ensure coordination of applicable information.

Fiscal Impact

The total anticipated cost of this agreement amounts to \$152,553 and will be paid for by the Water Fund. Sufficient budget and spending authority exist to support the execution of this agreement.

Legal Review

The Agreement was prepared by the City Attorney.

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR THE DEVELOPMENT OF A WATER FACILITY PLAN**

THIS AGREEMENT FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF A WATER FACILITY PLAN (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2020, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Murraysmith, Inc., 345 Bobwhite Court, Ste. 230, Boise, Idaho 83706 (hereinafter "CONSULTANT").

WITNESSETH:

WHEREAS, City of Idaho Falls desires to retain an engineer to provide professional engineering services to/for providing an update to the Water Facility Plan for CITY's water system; and,

WHEREAS, CITY has selected Murraysmith, Inc., to provide such professional engineering services; and,

WHEREAS, Murraysmith, Inc., does offer to provide said professional services.

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

SECTION I: SCOPE OF WORK

The Scope of Work, project understanding and assumption, milestone schedule and professional fees for the Project are detailed in Exhibit "A" attached hereto and, by this reference, made part of this Agreement. All work under this Agreement is to be completed in the timeframe set in the Time of Performance detailed in Exhibit "A."

SECTION II:

A. Independent Contractor.

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

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement.
2. The cost for consulting services for PROJECT as described in Section I, Scope of Work, is an not to exceed amount of one-hundred fifty-two thousand five hundred

fifty-three dollars (\$152,553) with payment based on Section I, Scope of Work, Exhibit "A" in this Agreement, which shall include all fees (profit), overhead, and direct costs.

3. Payment is due upon receipt of CONSULTANT's statement(s).
4. CITY and CONSULTANT may mutually agree to re-allocate tasks, providing the "not-to-exceed" price described in Section II.B.2. of this Agreement is unchanged.

C. Right to Use Images and Published Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use the results of the Project and its report(s), including any portion of the report(s). The report may be provided to other entities without cost to CITY or payment to CONSULTANT for use of such report(s) or portions of the report(s).

Nothing in this section shall constrain CONSULTANT from using the report(s) materials for other trainings or projects with other entities.

SECTION III:

A. Termination of Agreement.

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

B. Extent of Agreement.

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

C. Project Timeline.

CITY shall issue a Notice to Proceed. The Water Facility Plan shall be complete within 12 months from the Notice to Proceed.

D. Termination of Project.

If any portion of Project covered by this Agreement shall be suspended, abated, abandoned or terminated, CITY shall pay CONSULTANT for the services rendered to the date of such suspended, abated, abandoned or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as

mutually agreed upon between the two (2) parties as to the percentage of the work completed.

E. CONSULTANT's Insurance.

In performance of professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession; and no other warranty, either expressed or implied, is made in connection with rendering CONSULTANT's services.

F. CONSULTANT's Additional Insurance.

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

G. Indemnification.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of CONSULTANT in the performance of professional services under this Agreement, to the extent that CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CONSULTANT and CITY. CONSULTANT shall not be obligated to indemnify CITY for CITY's sole negligence.

H. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

I. Jurisdiction and Venue.

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

J. Binding of Successors.

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

K. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning Project, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties

hereto. CONSULTANT may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

L. CITY's Representatives.

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

M. Conflict of Interest.

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

N. Ownership and Publication of Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use all reports, information, data and other materials prepared by CONSULTANT pursuant to this Agreement and shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain CONSULTANT from using Project Materials for other trainings or projects with other entities.

O. Non-discrimination.

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

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

ATTEST:

“CITY”
City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

“CONSULTANTS”
Murraysmith, Inc.

By 

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, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

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

(Seal)



STATE OF OREGON)
) ss.
County of Multnomah)

Please see attached.

On this 15th day of September, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared Chris Rayasam, known or identified to me to be the President/Chief Executive Officer of Murraysmith, Inc., 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 first above written.

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

(Seal)

Witnessing or Attesting a Signature

State of OREGON

County of Multnomah

Signed (or attested) before me on (date) September 15, 2020

by (name(s) of individual(s)) Chaitanya K. Rayasam (Chris)

Kathryn Rose Pichette
Notary Public - State of Oregon

Official Stamp



Document Description

This certificate is attached to page 5 of 5 of an Agreement for Prof. Serv. - Dev. of a Wtr. Facility Plan (title or type of document), dated September 15, 2020, consisting of total 22 pages.



“CONSULTANTS”
Murraysmith, Inc.

By _____

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, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

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

(Seal)

STATE OF IDAHO)
) ss:
County of _____)

On this _____ day of _____, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared _____, known or identified to me to be the _____ of Murraysmith, Inc., and acknowledged to me that he/she 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 first above written.

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

(Seal)

EXHIBIT A

PROPOSED SCOPE AND FEE FOR DEVELOPMENT OF A WATER FACILITY PLAN CITY OF IDAHO FALLS, IDAHO

This Scope is for professional services between Murraysmith and the City of Idaho Falls, Idaho (City) for development of an updated Water Facility Plan. The terms of this work shall be in accordance with the *Agreement for Professional Engineering Services for the City of Idaho Falls, Idaho* - dated February 9th, 2017.

Description of Tasks

The following scope allows Murraysmith Inc. to provide the City of Idaho Falls (City) consulting services related to the development of an updated Water Facility Plan (WFP).

Background

Murraysmith has been assisting the City over the past ten years with the development of a water system hydraulic model. In late 2011, Murraysmith was asked to update the hydraulic model based on the updated GIS data. This included the addition of pump curves at many of the City's facilities.

In 2015 Murraysmith completed the City's first Water Facility Plan (2015 WFP) in approximately 20 years. The 2015 WFP identified a number of new projects and upgrades to existing facilities over the subsequent 20 years.

In 2018, Murraysmith was selected to provide on-call water system planning and design services. One of the projects the City has identified is an updated Water Facility Plan. The 2015 WFP also included a comprehensive evaluation of rates. The City has recently separated the water and sewer funds and would like to update the rate analysis as part of the WFP update. This scope of work describes the tasks involved to create a 2020 WFP.

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

The following tasks are proposed for this project:

- Task 1 – Kick-off and Management
- Task 2 – Data Collection and Analysis
- Task 3 – Existing System Description

- Task 4 – Population and Demand Projections
- Task 5 – Distribution and Supply Analysis
- Task 6 – Operations and Maintenance
- Task 7 – Capital Improvement Program
- Task 8 – Financial Evaluation
- Task 9 – Draft and Final Plan Preparation

Scope of Services

Task 1 – Project Kick-Off & Management

Subtask 1.1 – Kick-Off Meeting

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

Assumptions

- Assumes up to a 4-hour in person kick-off meeting with the Murraysmith project manager and one project engineer. Four hours of preparation time is included for the project manager and the project engineer.
- No coordination with IDEQ will be conducted prior to submitting the WFP near the completion of the work.

Deliverables

- Action items from the kick-off meeting (delivered electronically).

Subtask 1.2 – General Project Management and Meetings

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

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

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

Assumptions

- Meeting and workshop facilitation will be limited to those specifically identified in this scope of work.
- The City will review the work products produced by the consultant and provide consolidated input at the agreed schedule.
- Four hours per month have been budgeted for project management and meeting time for the 12-month project duration.
- Monthly project status conference calls will be held with the City.
- No time will be charged for travel by Murraysmith.

Deliverables

- Monthly invoices and status reports due to the City's project manager each month.

Task 2 – Data Collection & Analysis

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

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

Assumptions

- Murraysmith and the City will endeavor to identify and collect required data in a timely manner so as to not impact the project schedule.
- Any information recently collected for the AWIA project will be utilized and will not be requested.
- Updated Geographical Information System (GIS) based information if required. These layers would include; aerial photos, parcels, roads, contours, land use and/or zoning, city boundaries, service area boundaries, hydrology (rivers, streams etc.), water system features. This information will be used for general base mapping for all figures in the WFP.

- Murraysmith will endeavor to minimize the information requested from the City to complete this work. All known, and readily available existing information will be collected and developed into preliminary draft form prior to submittal of a data request to the City.

Deliverables

- Formal data request(s)

Task 3 –Existing System Description

In this task, an existing system description will be updated from the previous WFP. An incremental update is anticipated.

This task will also include an update of the general description of the water system service area's existing conditions. This description will be consistent with the IDEQ direction for the development of a Facilities Plan as outlined in Idaho Administrative Procedures Act (IDAPA) 58.01.08.

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

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

Assumptions

- The update for this section is anticipated to be incremental focusing on updated figures and facilities which have had upgrades since the 2015 WFP.
- The project is not scoped to include all the requirements for the IDEQ SRF Loan (58.01.20 and 58.01.22) program.

Deliverables

- A draft technical memorandum (electronic version) of the Existing System Description will be delivered to the City.

Task 4 - Population and Demand Projections

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

Several pieces of information will be required to successfully project population and demands including:

- Current and future service area boundaries
- Location based population information
- Historical water production records
- Historical commercial metered demand
- 20-year population projections

Murraysmith will develop per capita demand calculations from existing production and service population estimates. Murraysmith would propose to develop two different water use growth rates over the next 20 years. This would include a growth rate assuming per capita water use rates do not change significantly from those seen today and a second that assumes the 30 percent per capita average demand reduction estimated in the 2015 WFP due to metering of the system. The demand reduction due to metering will provide numbers to evaluate the capital investment impact of trying to pay for a metering program versus staying the current course.

Murraysmith will utilize the Bonneville County Planning Organization (BMPO) information as a base for population projections over the next 20 years.

In addition to the population-based demand projections, an industrial reserve component will be identified within a specific area of the system. A similar reserve was identified for the 2015 WFP. Future assumptions regarding reserve supply will be reviewed with the City.

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

Assumptions

- Murraysmith will utilize BMPO based planning data unless other information is provided.
- 5-and 20-year projections will be made for population and demand.
- The 40-year projections in the 2015 WFP will be used and not updated.
- The City will identify industrial reserve locations if different than those used in the 2015 WFP.

Deliverables

- A draft technical memorandum (electronic version) summarizing the Population and Demand Projections.

Task 5 – Distribution and Supply Analysis

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

Subtask 5.1 – Define Design Standards

The design standards applicable to the City’s system used in the 2015 WFP will be used and no updates will be made.

Deliverables

- A document summarizing the 2015 WFP design criteria will be provided to the City prior to completing any hydraulic evaluations.

Subtask 5.2 – Water Rights Analysis

The City has a water rights strategy which was documented as part of the 2015 WFP. The goal of this task is to update the existing documentation provided by the City, their water rights attorney and their hydrogeology consultant. If deemed necessary, the City will provide an update to the water rights summary for review by Murraysmith. Changes to the City’s requirements for mitigation of water in the Snake Plain Aquifer will also be documented based on information provided by the City. Other information provided by the City may be included as an appendix to the WFP.

Assumptions

- Murraysmith will review the 2015 WFP and update with any new information provided by the City as necessary.
- The City will provide a summary of their current and planned mitigation strategy activities and requirements.
- The City will conduct any correspondence with their water rights attorney.
- City will provide any updates from their attorney related to water rights or supply in Word and/or Excel format.

Deliverables

- Water rights summary update.

Subtask 5.3 – Water Supply, Storage and Pumping versus Demand

Calculations of water supply, storage and pumping versus demand will be completed for existing, 5- and 20-year horizons. This will include the evaluation of standby power as well as peak hour demand and maximum day demand plus fire flow compared with available supply.

Assumptions

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

Deliverables

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

Subtask 5.4 – Model Update and Future Demands

The model will be updated to include any recently added piping and facilities. An updated existing demand allocation will be completed using meter information for available commercial accounts and the remaining demand based on the existing model demand distribution scaled to match production information. A comparison with BMPO TAZ population information and the updated per capita demand calculations will be done to determine differences in magnitude across the TAZ boundaries and whether localized redistribution should be done to reflect the TAZ population information.

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

Assumptions

- Assumes no field data collection will be required by Murraysmith.
- The EPS model will not be updated as part of this task.

Subtask 5.5 – Calibrate the Hydraulic Model

This task will include the development of a calibration plan for which hydrants will be tested in the system. The task also includes time for conducting the actual model calibration and documentation.

The calibration plan will include the location and procedures used to collect system pressure and flows. System SCADA during the period of testing will be collected by City staff and provided to Murraysmith. All testing will be conducted within a 2 week period, ideally in early fall of 2020.

The model will be run under demands observed during the flow testing and compared to pressures and flows at the hydrant locations using the boundary conditions specified in the SCADA provided. Model calibration accuracy will be targeted at less than 10% variation between field and model results at the test locations. Were the target is not met, additional recommendations for data validation will be included in the documentation.

Assumptions

- It is assumed that up to 40 hydrant locations will be tested.
- City staff will conduct all testing and provide collected data in electronic format.
- No field time has been included in the subtask for Murraysmith staff.
- City will provide high resolution tank, booster pump and well SCADA in electronic format for the duration of the flow testing.
- A second round of pressure and flow testing may be required to help verify results in specific areas.
- Hydrant locations will be represented by the nearest model node.
- Documentation of the model results will be included as an appendix or part of the System Analysis documentation.

Deliverables

- A calibrated steady state model with existing and future demands will be delivered.
- The EPS model will not be updated or calibrated as part of this task.

Subtask 5.6– Hydraulic Evaluations

Murraysmith will utilize the model to perform the existing and future evaluations to identify hydraulic deficiencies based on the design criteria. Murraysmith will conduct steady state evaluations under average day demand, maximum day demand, peak hour demand and Fire Flow for existing, 5- and 20-year scenarios.

Assumptions

- It is assumed that fire flows will be run at all demand locations, as actual hydrants are not included in the model.

- Model will be analyzed under steady state conditions
- Includes one conference call to review the hydraulic analysis and identify potential deficiencies.

Deliverables

- None specified.

Subtask 5.7– Review Condition Information

As part of the 2015 WFP a detailed review of all the City’s facilities was conducted. The result of that effort was a prioritized list of projects to be completed over the next 20 years. No facility reviews are included in the 2020 WFP update however any new condition related issues or projects that the City wants incorporated into the updated CIP will be included.

Murraysmith will review the long-term replacement program for the City’s piping identified in the 2015 WFP. Information from the GIS (age and material), staff interviews, leak locations, and other existing data will be used to identify the prospective useful life of differing age and materials of pipe within the system. Current pipe replacement and/or lining costs will be used to identify the yearly investment recommended to maintain the City’s system.

Assumptions

- A yearly pipe replacement budget will be recommended to the City.

Deliverables

- A summary of condition-based improvements will be developed based on the 2015 WFP and City input.

Subtask 5.8 – System Analysis Documentation

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

Assumptions

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

Deliverables

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

Task 6 - Operations and Maintenance

The City has not made significant investments historically in documenting their operations and maintenance (O&M) procedures. This task will focus on reviewing the current status of the documentation and procedures and make recommendations related to how the City should proceed to improve its O&M procedures and documentation.

Subtask 6.1 – Review Current City O&M Procedures

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

- Well site preventative maintenance
- Valve exercising and maintenance program
- Cross connection control program
- Confined space entry program
- Meter replacement/conversion program
- System leak detection program
- System flushing program
- Source water protection program
- Public information program
- Emergency response program
- Customer complaint response program
- Sampling program

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

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

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

Assumptions

- The City will provide copies (preferably electronic) of O&M program information where available.

- This subtask budget does not include creating the O&M program items listed above. A prioritized list of recommendations related to the programs will be created.
- No onsite time has been included in this task.

Deliverables

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

Subtask 6.2 – Conservation Plan Development

The City developed a conservation plan as part of the 2015 WFP. The City will take the lead in updating the conservation planning document for inclusion in the overall WFP. Murraysmith will review the draft conservation plan that the City develops and provide comments and suggestions for inclusion in the final conservation document.

Assumptions

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

Deliverables

- Murraysmith will provide comments and suggestions related to the Conservation Plan that the City develops.

Task 7 - Capital Improvement Program

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

Subtask 7.1 – Development of Unit and Project Costs

Based on the recommendations from previous tasks, a list of proposed projects based on hydraulic deficiencies, conditions related issues or O&M items will be generated. Unit costs for pipelines, wells and reservoirs if included in the CIP will be developed for generating project specific order of magnitude costs. Each project will be described in terms of the reason for the improvement, the location, its size and extent, as well as the total project cost including engineering and

construction. Corresponding figures will be generated showing the improvement along with a unique identifier that will also be populated in the hydraulic model.

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

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

An estimate to install meters for all City customers was included in the CIP as part of the 2015 WFP. The cost to meter will be updated and will include the development of a meter unit installation and equipment cost for each customer type (residential, commercial and industrial).

As part of a separate scope of work, Murraysmith is conducting the American Water and Infrastructure Act (AWIA) analysis for the City, required by the Environmental Protection Agency (EPA) that assess the utility's vulnerability to malevolent acts and natural disasters. Any projects recommended as part of that work will be included in the CIP as directed by the City.

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

Assumptions

- The City will provide bid tabs for any water projects constructed over the past 5 years.
- The City will provide the existing water system capital project list.
- Murraysmith will utilize cost estimating conducted for other Idaho and northwest utilities cost estimate references (e.g. RS Means) and the current Engineering News Record (ENR) indices.
- Order of magnitude cost estimates in 2020 or 2021 dollars that are accurate to within plus 50 percent and minus 30 percent.

Deliverables

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

Subtask 7.2 – CIP Prioritization

Murraysmith will conduct a prioritization virtual workshop with the City based on the draft CIP. Murraysmith will work with the City to develop criteria for the prioritization based on a number of factors including; whether it is an existing deficiency or not, the extent of the deficiency, number

of customers impacted, type of customer impacted, whether it addresses both a hydraulic and condition deficiency, and others. Projects to be implemented in the first 5 years will be identified first, then those between 6- and 20-years. The CIP documentation will be updated at the conclusion of this subtask.

Assumptions

- It is anticipated that the majority of the future capital investments required by the City will be related to replacing or rehabilitating facilities and piping.
- The City will provide initial guidance on yearly budget thresholds that will be refined as part of the rate analysis.
- A two (2) hour conference call via webhosting has been budgeted for this task.

Deliverables

- A draft section with prioritized CIP will be developed.

Task 8 – Financial Analysis

Galardi Rothstein Group (GRG) provided the financial planning element in the 2015 WFP. The City is planning to contract them separately to provide an updated analysis as part of this WFP. Murraysmith has included time to work with GRG on the timing of CIP projects and an overall review of the materials and documents provided by GRG.

Subtask 8.1 – Support Financial Evaluation

Murraysmith will develop a proposed CIP in Task 7 that will be provided to GRG. Information on the timing of projects and their requirement relative to serving existing customers or new growth will be provided. Murraysmith will also provide a review of the overall financial analysis section which will be included as an appendix to the WFP.

Assumptions

- City will provide input as required.
- No onsite meetings are included in this subtask.
- Time for Murraysmith to review the draft financial chapter is included.

Deliverables

- None specified

Task 9 - Report Preparation

As previously described, Murraysmith will develop an updated WFP with the sections described in this scope and ultimately obtain IDEQ approval. Task 9 is intended to take the work products and findings from the previous tasks and consolidate them into a single document. The WFP is anticipated to include the following major chapters:

1. Introduction/Executive Summary
2. Existing System Description
3. Population and Demand Projections
4. Distribution and Supply Analysis
 - a. Water Supply Analysis
 - b. Hydraulic Model Evaluation
5. Operations and Maintenance
6. Capital Improvement Program
7. Financial Plan
8. Appendices

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

The development of a PowerPoint presentation is included in this task. A meeting to present the WFP to the City council is included.

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

Assumptions

- The same PowerPoint presentation will be utilized for the public works committee meeting as the public council meeting.
- Draft versions of the WFP will be submitted to the City in electronic format. The exception will be when the draft final is submitted to IDEQ, which will be in hard copy format.
- Three final hard copy WFP's will be delivered to the City (including one copy for IDEQ).

- Review period for the draft submittal by the City has been scheduled to take no more than 10 workdays.
- Review period for the draft submittal by IDEQ, has been scheduled to take no more than 20 workdays.
- IDEQ comments are assumed to be minimal not taking more than two days to address per the effort required in 2015.

Deliverables

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

Budget

The overall not to exceed budget estimate for this project of \$152,553 is shown in Table 1. The work provided in this Task Order will be billed on a time and expense basis using the firm’s current standard Schedule of Charges in effect at the time the work is performed (2020).

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at Murraysmith’s Hourly Rates, plus Direct Expenses incurred. Billing rates will be reviewed with the City and updated at the beginning of each calendar year. The overall project budget has been developed using 2020 rates.

Subconsultants, when required by the Murraysmith, will be charged at actual costs plus a 10% fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following

Computer Aided Design and Drafting	\$18.00/hour
GIS/Hydraulic Modeling Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

Table 1
Total Project Fee

Task	Hours	Subconsultant and Expense Cost	Fee
Task 1 – Kick-off and Management	73	\$500	\$15,113
Task 2 – Data Collection	12	-	\$1,950
Task 3 – System Description	19	\$40	\$2,956
Task 4 – Population and Demand Projections	85	\$260	\$13,824
Task 5 – Distribution and Supply Analysis	313	\$1,960	\$51,378
Task 6 – Operations and Maintenance	60	-	\$10,330
Task 7 – Capital Improvement Plan	158	\$80	\$25,926
Task 8 – Support Financial Evaluation	28	-	\$6,152
Task 9 – Draft and Final Plan Preparation	163	\$1,320	\$24,924
Project Total	911	\$4,160	\$152,553

Time of Performance

The WFP is anticipated to be completed over a period of approximately 12 months, beginning in October 2020. Murraysmith will make every effort to complete the work in a timely manner; however, it is agreed that Murraysmith cannot be responsible for delays occasioned by factors beyond its control, nor by factors that could not reasonably have been foreseen at the time this scope was executed. An updated Schedule will be provided to the City at the kick-off meeting and modified as required as the project progresses.

CITY OF IDAHO FALLS

MURRAYSMITH, INC.

Signature

Signature

Name (printed)

Name (printed)

Title

Title

Date

Date



MEMORANDUM

FROM: Randall Fife
DATE: Thursday, September 17, 2020
RE: Sidewalk Violation Ordinance

Council Action Desired

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

Approve the Ordinance clarifying order and notice requirements 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 requires sidewalk, curb, and gutter construction and maintenance. When there is a violation of the ordinance, City staff needs to contact the person responsible for violation. For this reason, City Code should be clear about the contents of the Notice of Violation, the order to correct it, and whom the Notice should be given to.

Relevant PBB Results & Department Strategic Plan

							
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Clarifying expectations regarding contents and service of the Notice of Violation and Order will effect safety and sustainability.

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 TITLE 8, CHAPTER 10, SECTION 2 TO CLARIFY ORDER AND NOTICE REQUIREMENTS WHERE THERE IS A VIOLATION OF THE CITY'S SIDEWALK AND CURB CONSTRUCTION AND MAINTENANCE ORDINANCE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, City Code requires sidewalk, curb, and gutter construction and maintenance to meet City standards; and

WHEREAS, when City staff discovers a violation of the Ordinance, the City needs to contact the person(s) responsible for correcting the violation; and

WHEREAS, City Code should be clear about the contents of the Notice of the violation; the Order to correct it; and to whom the Notice should be given; and

WHEREAS, this Ordinance clarifies expectations regarding contents and service of the Notice of Violation and Order to correct the violation.

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

SECTION 1. Title 8, Chapter 10, Section 2, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

8-10-2: **ORDER FOR CONSTRUCTION OR MAINTENANCE:** The City may order any person who fails to perform his or her duty under this Chapter to remedy the violation upon a finding that such Sidewalk, curb and gutter have not been constructed or maintained in accordance with the provisions of this Chapter. ~~Upon the issuance of such order, the City shall serve a notice of the findings and order on the record owner and, if possible, on the tenant or occupier of the property when the violation occurs advising them~~ owner of such property of a violation of this Chapter.

...

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 TITLE 8, CHAPTER 10, SECTION 2 TO CLARIFY ORDER AND NOTICE REQUIREMENTS WHERE THERE IS A VIOLATION OF THE CITY’S SIDEWALK AND CURB CONSTRUCTION AND MAINTENANCE ORDINANCE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK



MEMORANDUM

FROM: ,Brad Cramer, Director
DATE: Thursday, September 17, 2020
RE: Development Agreement Between the City of Idaho Falls and the Idaho Falls
 Redevelopment Agency

Council Action Desired

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

To approve the City of Idaho Falls and the Idaho Falls Redevelopment Agency Development Agreement and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

In the FY2020-2021 budget, \$200,000 was allocated to the Idaho Falls Redevelopment Agency (IFRdA) for establishing potential future redevelopment districts in the 1st Street and Northgate Mile areas. Because there are no current districts in that area, and because IFRdA typically does not have authority to spend funds outside of a district, the attached agreement is intended to grant temporary authority to spend the funds outside of an existing district.

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

This agreement memorializes the \$200,000 commitment to IFRdA from the City approved in the recently approved budget.

Legal Review

The Legal Department has reviewed the agreement.

DEVELOPMENT AGREEMENT

THE CITY OF IDAHO FALLS AND THE IDAHO FALLS REDEVELOPMENT AGENCY

THIS DEVELOPMENT AGREEMENT (“Agreement”) is effective on the date last executed below by and between the city of Idaho Falls (“City”) and the Idaho Falls Redevelopment Agency (“Agency”), individually referred to as Party and collectively referred to as the Parties.

RECITALS

WHEREAS, City is a duly organized and existing municipal corporation of the state of Idaho, located in Bonneville County, Idaho;

WHEREAS, Agency is an independent public body corporate and politic, organized and existing pursuant to Idaho Code § 50-2001 *et seq.*;

WHEREAS, pursuant to Idaho Code §§ 50-2007(d) and 50-2015, City and Agency are authorized and empowered to enter into such contracts as may be necessary to carry out the purposes of the Idaho Urban Renewal Law (the “Law”), including authorizing property acquisition;

WHEREAS, the City, on December 13, 2007, after notice duly published conducted a public hearing on the Pancheri-Yellowstone Urban Renewal Plan (the “Pancheri-Yellowstone Plan”);

WHEREAS, following said public hearing, the City adopted its Ordinance No. 2731 on December 13, 2007, approving the Pancheri-Yellowstone Plan and making certain findings;

WHEREAS, the Agency, on April 16, 2020, adopted Resolution No. 20-03 terminating the revenue allocation area adopted at the time of the Pancheri-Yellowstone Plan;

WHEREAS, by virtue of the termination of the Pancheri-Yellowstone Plan, Agency has returned a total amount of \$_____ for distribution by Bonneville County to the affected taxing entities;

WHEREAS, City will receive the amount of \$_____ and will also take the new construction value generated from the Pancheri-Yellowstone Project Area:

WHEREAS, the Agency seeks to examine other potential project areas which may benefit from creating an urban renewal plan, allowing for appropriate funding as allowed by the Law and the Local Economic Development Act (the “Act”);

WHEREAS, in recognition of the termination of the Pancheri-Yellowstone Plan, the funds returned to the City and the new construction of the value from the Pancheri-Yellowstone Project Area, the City is willing to commit a certain amount of funds previously returned by the Agency to allow the Agency to move forward with administrative and planning costs in examining the eligibility of geographic areas for urban renewal designation

and to provide funds to enter into option contracts with property owners in order to provide for potential redevelopment of those parcels as allowed by Idaho Code § 50-2007(d);

WHEREAS, Agency is authorized to acquire property as defined in §§ 50-2007(d) and 50-2010;

WHEREAS, Agency shall dispose of the parcels to qualified developers in compliance with Idaho Code § 50-2011 concerning certain development obligations by the developer, including payment of the purchase price for the parcels;

WHEREAS, nothing herein shall be deemed to impede, hinder, or prevent the Agency to render its discretion in the property disposition process;

WHEREAS, nothing herein shall be deemed to impede, hinder, or prevent the City to render its discretion in considering adoption of any urban renewal plan;

WHEREAS, the City and the Agency have, during duly noticed public meetings, authorized execution of this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Effective Date. The Effective Date of this Agreement shall be the date when this Agreement has been signed by the City and Agency (last date signed) and shall continue until: (1) the completion of all obligations of each Party under this Agreement or (2) December 31, 2025, whichever comes first.

2. City Advance. In recognition of the termination of the Pancheri Plan, the return of funds from the Pancheri Project Area, and the City's ability to add the new construction value from the Pancheri Project Area for City's budget purposes, City agrees to provide Agency the amount of \$200,000 for the Agency purposes as set forth in Section 3. City shall tender said amount to the Agency no later than October 15, 2020.

3. Agency Use of Funds and Reimbursement. Agency shall use the funds provided by the City for the following purposes:

- a. Paying for administrative, consulting fees, and professional services costs related to the consideration of additional urban renewal projects
- b. Obtaining options from property owners for the purpose of ultimately providing for acquisition by qualified developers of those parcels which would result in redevelopment of the parcels in furtherance of any adopted urban renewal plan and the City's comprehensive land use plan. To facilitate such purchase of options, Agency may engage real estate agents.

In the event an urban renewal plan is approved for a project area and revenue allocation is

generated from such project area, Agency, may, but is not required, to reimburse the City for the amount of the City advance.

4. Purchase of Property. City acknowledges Agency intends to obtain options to purchase real property for the purpose of facilitating redevelopment of those properties ultimately purchased. City specifically provides its consent to the purchase of those options prior to the approval of any urban renewal plan, which area would include those parcels which have been optioned. This consent constitutes approval by the City as described in Idaho Code § 50-2007(d), which allows purchase of property prior to the approval of an urban renewal plan. As required by Idaho Code § 50-2007(d), such consent must include an ability for the Agency to assume any responsibility of the Agency to bear any loss that may arise in the event the real property is not made part of the urban renewal project. As further described in Section 5 below, such responsibility of the Agency shall be limited to the retention by the property owner of the option amount set forth in any option or purchase and sale agreement.

5. Agency Acquisition and Disposition of Property. Agency intends to acquire mutually acceptable option or purchase and sale agreements from property owners for the purpose of ultimately purchasing real property parcels for the purpose of redeveloping those parcels. During the option periods negotiated in said agreements, the Agency shall seek proposals from qualified developers, as set forth in Idaho Code § 50-2011, willing to redevelop the property in compliance with an approved urban renewal plan. During the option periods and conditioned upon identifying and selecting qualified developers to redevelop the property, the Agency shall also commence the process to determine eligibility of a potential urban renewal project area which would include any property under option, and if deemed eligible by the City, then prepare a proposed urban renewal plan for consideration and approval by the Agency and City, all as more particularly described in the Law and the Act. Agency anticipates that if a qualified developer is selected, such developer will then purchase the property from the property owner at the agreed upon price. In that event, Agency also intends to enter into a disposition and development agreement with the developer which will define what participation from the Agency to assist in the redevelopment of the property and the project area within which the property may be located. Such participation may, but is not required, include reimbursement for public infrastructure and other eligible costs, as described in the Law and the Act, the developer may fund and reimbursement to the developer for any agreed upon land write down as described in the Law by virtue of the reuse appraisal process. In the event a developer is not selected, or the developer cannot complete the purchase of the property, and/or a project area is not established through an approved urban renewal plan, then the property owner shall be entitled to the option funds deposited.

6. Discretion. Nothing within this Agreement shall bind or be interpreted to commit or obligate the Agency or the City to ultimate approval of an eligibility report finding an area eligible for urban renewal planning or approval of an urban renewal plan. Both Agency and City retain their discretion concerning those factors as more particularly defined under the Law and the Act. Additionally, nothing herein shall bind or be interpreted to commit or obligate the Agency to the purchase of any particular parcel or the disposition of any parcel to a qualified developer as more particularly described in Idaho Code §§ 50-2010 and 2011.

7. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five days (ten days in the event of failure of City to pay money under Section 2 of this Agreement) from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said 45-day period (ten days in the event of failure to pay money under Section 2 of this Agreement), has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.

8. Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

9. No Joint Venture or Partnership. Agency and Participant agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making Agency and Participant a joint venture or partners.

10. Successors and Assignment. This Agreement is not assignable.

11. Notices and Receipt. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, or by electronic mail (e-mail) addressed to the appropriate Party at the address set forth below:

If to City:

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

If to Agency:

Idaho Falls Redevelopment Agency
c/o Brad Cramer
Community Development Director
City of Idaho Falls
308 Constitution Way
Idaho Falls, ID 83402

11. Applicable Law/Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the state of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

12. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all other agreements and understandings, written and oral, between the Parties with respect to the subject matter hereof. The Parties hereto may, at any time hereafter, modify or amend this Agreement by a subsequent written agreement executed by both Parties. This Agreement may not, however, be modified or amended orally, nor shall this Agreement be deemed modified or amended in any way by any act of either of the Parties hereto.

13. Interpretation. All Parties hereto are or have been afforded the opportunity to be represented by counsel in the course of the negotiations for and the preparation of this Development Agreement; accordingly, in all cases, the language of this Development Agreement will be construed simply, according to its fair meaning, and not strictly for or against any Party.

14. Waiver. No covenant, term, or condition, or breach thereof, shall be deemed waived, except by written consent of the Party against whom waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any other covenant, term, or condition herein or of any future breach of the provision in question. Acceptance by a Party of any performance by another Party after the time the same shall have become due shall not constitute a waiver by the first Party of the breach or default of any such covenant, term, or condition unless otherwise expressly agreed to in writing by the first Party.

15. Counterparts. This Agreement may be executed in counterparts, and once so executed by both Parties hereto, each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute but one agreement.

16. Severability. If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of this Agreement or the application to other persons or circumstances shall not be affected.

17. Authority. The Parties represent and warrant that they are authorized to execute this Agreement on behalf of the entities indicated below.

18. Recitals and Attachments Made a Part. All recitals and attachments which are set forth in this Agreement are made a part hereof by this reference.

[signatures on following page]

CITY

AGENCY

Rebecca L. Noah Casper, Mayor

Lee Radford, Chair

Date signed: _____

Date signed: _____

Attested:

Attested:

City Clerk

Secretary

4813-1064-0072, v. 1



MEMORANDUM

FROM: Brad Cramer, Director Click or tap here to enter text.
DATE: Friday, April 19, 2019
RE: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Providence Point Division 1.

Council Action Desired

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

1. Approve the Development Agreement for Providence Point Division 1 Subdivision, and give authorization for the Mayor and City Clerk to execute the necessary documents.
2. Accept the Final Plat for Providence Point Division 1 Subdivision, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Providence Point Division 1 Subdivision, and give authorization for the Mayor to execute the necessary documents.

Description, Background Information & Purpose

Attached is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Providence Point Division 1. 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.

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 checked="" type="checkbox"/>

Consideration of the Final Plat must be 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 Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, and Survey.

Fiscal Impact

NA

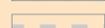
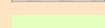
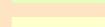
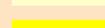
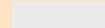
Legal Review

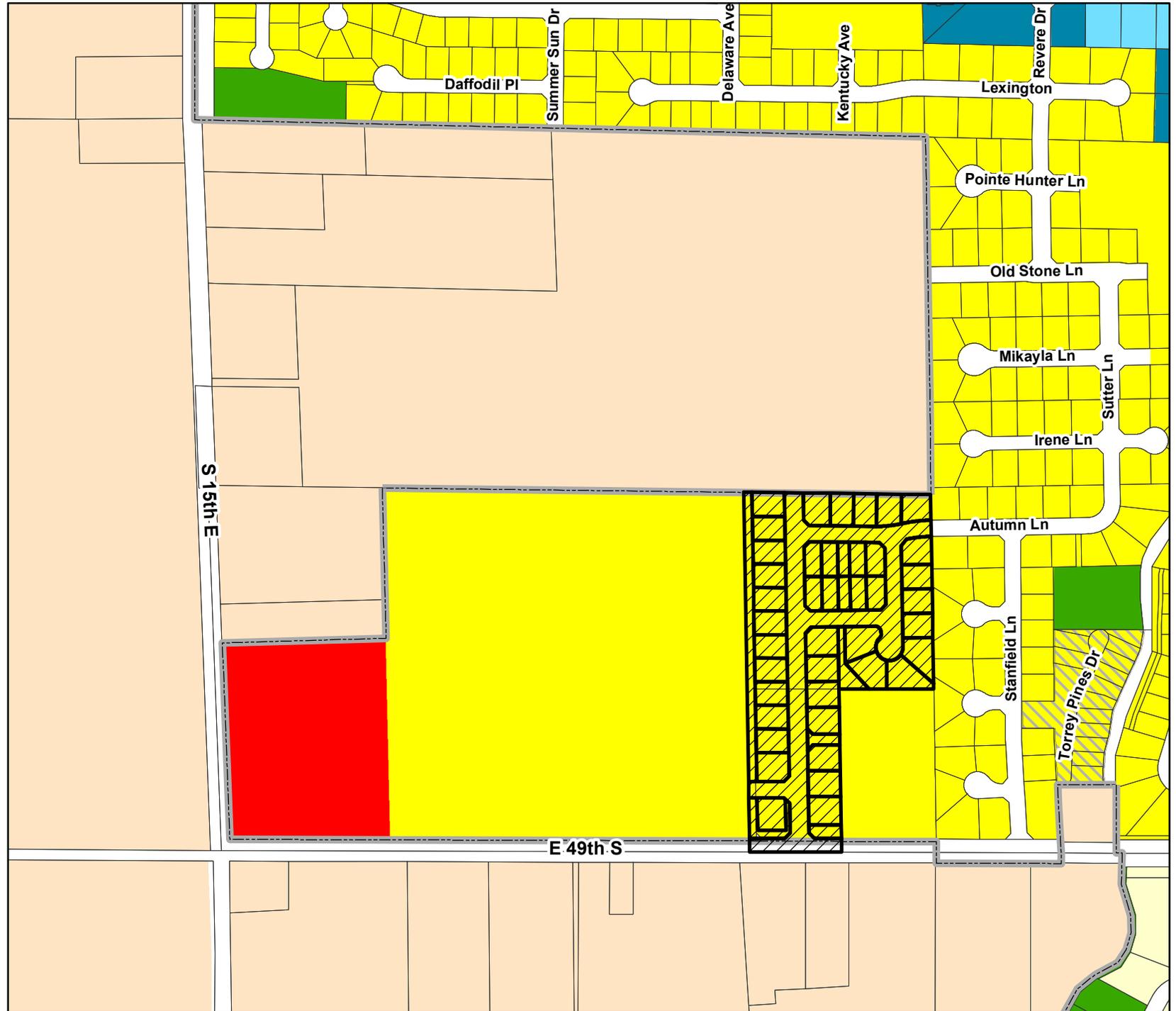
This application and ordinance have been reviewed by Legal Services pursuant to applicable law.

Legend

-  Site
-  City Limits
-  Area of Impact

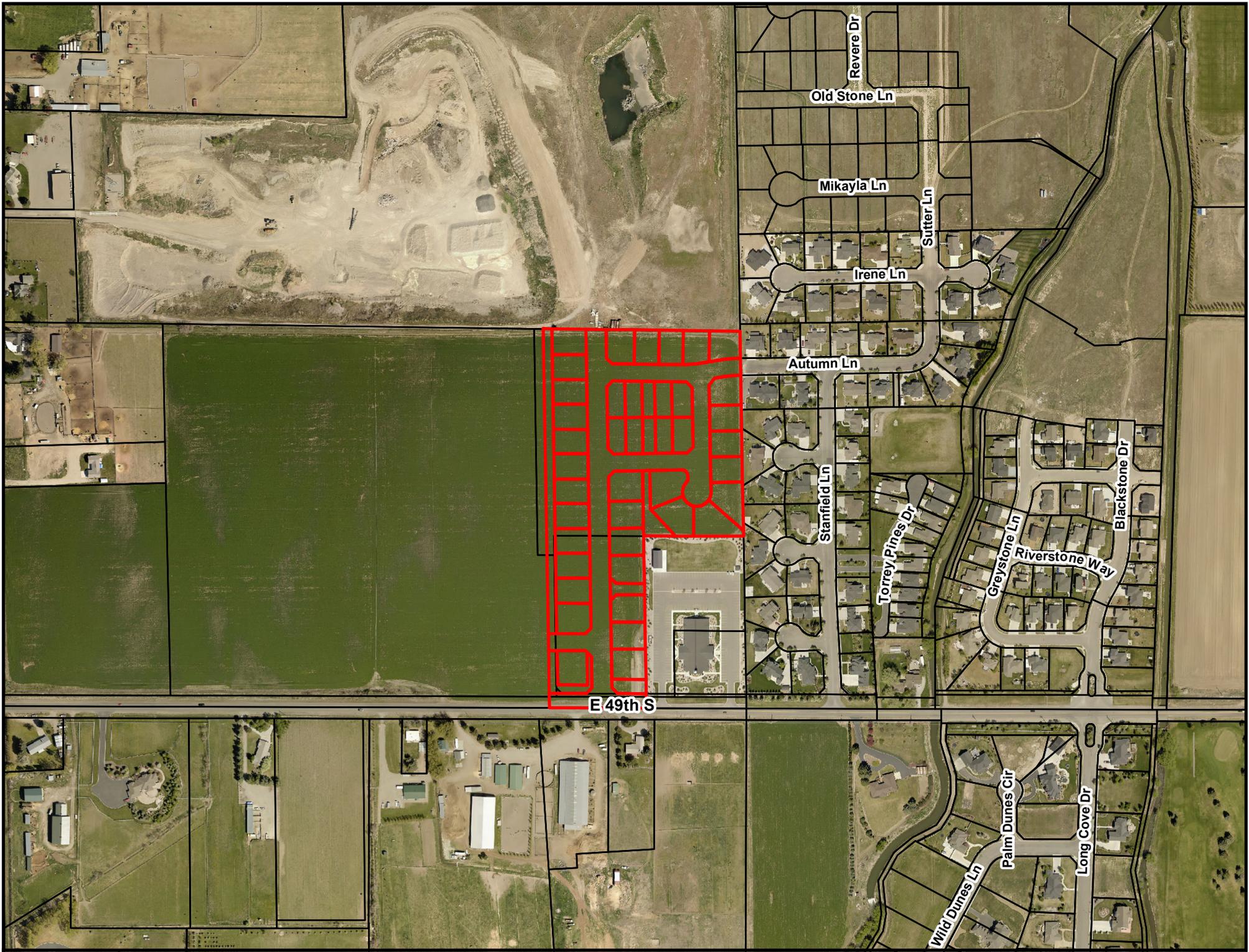
Overlays

-  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





Revere Dr

Old Stone Ln

Mikayla Ln

Irene Ln

Autumn Ln

Sutter Ln

Stanfield Ln

Torrey Pines Dr

Greystone Ln

Riverstone Way

Blackstone Dr

E 49th S

Wild Dunes Ln

Palm Dunes Cir

Long Cove Dr

PROVIDENCE POINT DIVISION NO. 1

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
A PARCEL IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

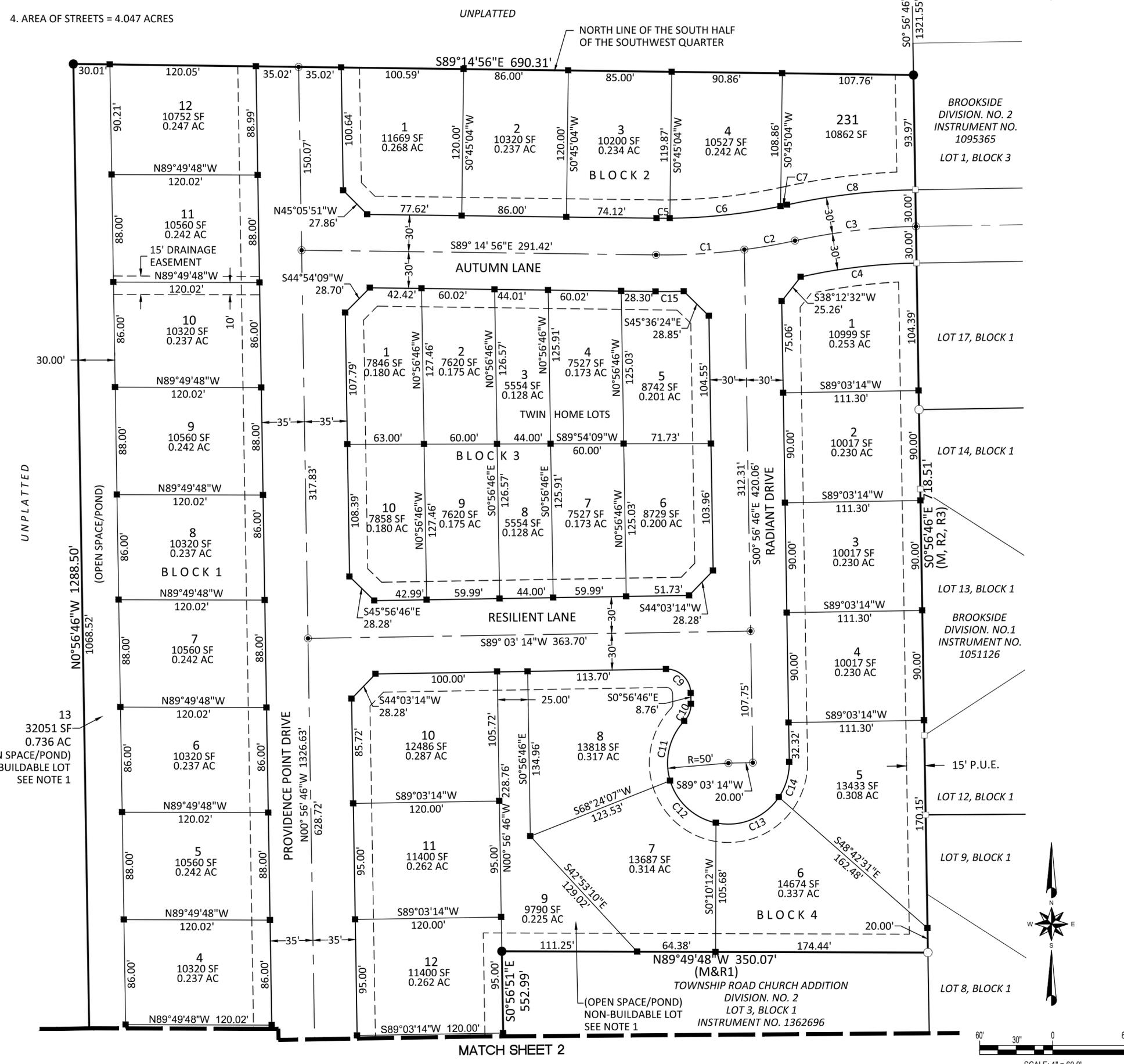
SHEET 1 OF 3

NOTES

- LOT 13, BLOCK 1; LOT 9, BLOCK 4; LOT 2, BLOCK 5 INCLUDE A BLANKET PUBLIC UTILITY EASEMENT AND A BLANKET PUBLIC WATER DRAINAGE EASEMENT.
- LOT 18, BLOCK 4; LOT 14, BLOCK 4 INCLUDE A BLANKET PUBLIC UTILITY EASEMENT.
- A 15' FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY RESERVED WITHIN EACH LOT ALONG ALL ROAD FRONTAGES AS SHOWN.
- AREA OF STREETS = 4.047 ACRES

LEGEND

- ROADWAY CENTERLINE
- SECTION LINE
- LOT LINE
- PLAT BOUNDARY
- 15' PUBLIC UTILITY EASEMENT (P.U.E.) UNLESS OTHERWISE DIMENSIONED
- EXISTING UTILITY EASEMENT AS NOTED
- FOUND 1/2" X 24" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 8795
- FOUND 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 8795
- PLACED 1/2" X 24" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
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- PLACED 5/8" X 30" IRON ROD WITH ALUMINUM CAP MARKED P.L.S. 9369
- P.L.S. CORNER AS NOTED
- (R1) TOWNSHIP ROAD CHURCH ADDITION, DIVISION NO. 2 AS RECORDED IN INSTRUMENT NO. 1362696
- (R2) BROOKSIDE, DIVISION NO. 1 AS RECORDED IN INSTRUMENT NO. 1051126
- (R3) BROOKSIDE, DIVISION NO. 2 AS RECORDED IN INSTRUMENT NO. 1095365



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	72.54	500.00	8°18'46"	N86° 35' 41"E	72.48
C2	42.40	500.00	4°51'29"	N80° 00' 33"E	42.38
C3	100.12	500.00	11°28'22"	S83° 19' 00"W	99.95
C4	96.02	470.00	11°42'19"	S83° 13' 07"W	95.85
C5	10.88	470.00	1°19'36"	S89° 54' 44"E	10.88
C6	91.67	470.00	11°10'29"	N83° 50' 14"E	91.52
C7	5.49	470.00	0°40'09"	N77° 54' 55"E	5.49
C8	106.26	530.00	11°29'14"	S83° 19' 32"W	106.08
C9	31.42	20.00	90°00'00"	N45° 56' 46"W	28.28
C10	15.50	20.00	44°24'55"	N21° 15' 41"E	15.12
C11	52.57	50.00	60°14'22"	S13° 20' 58"W	50.18
C12	53.60	50.00	61°25'01"	S47° 28' 44"E	51.07
C13	59.22	50.00	67°51'50"	S67° 52' 51"W	55.82
C14	30.45	50.00	34°53'42"	N16° 30' 05"E	29.98
C15	23.16	530.00	2°30'12"	N89° 29' 58"E	23.15

SURVEYOR'S CERTIFICATION

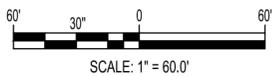
I, KURTIS J. ROLAND, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS PROVIDENCE POINT DIVISION NO. 1, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

LICENSE NO. 9369



EAGLE ROCK ENGINEERING
CIVIL • PLANNING • SURVEYING
IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

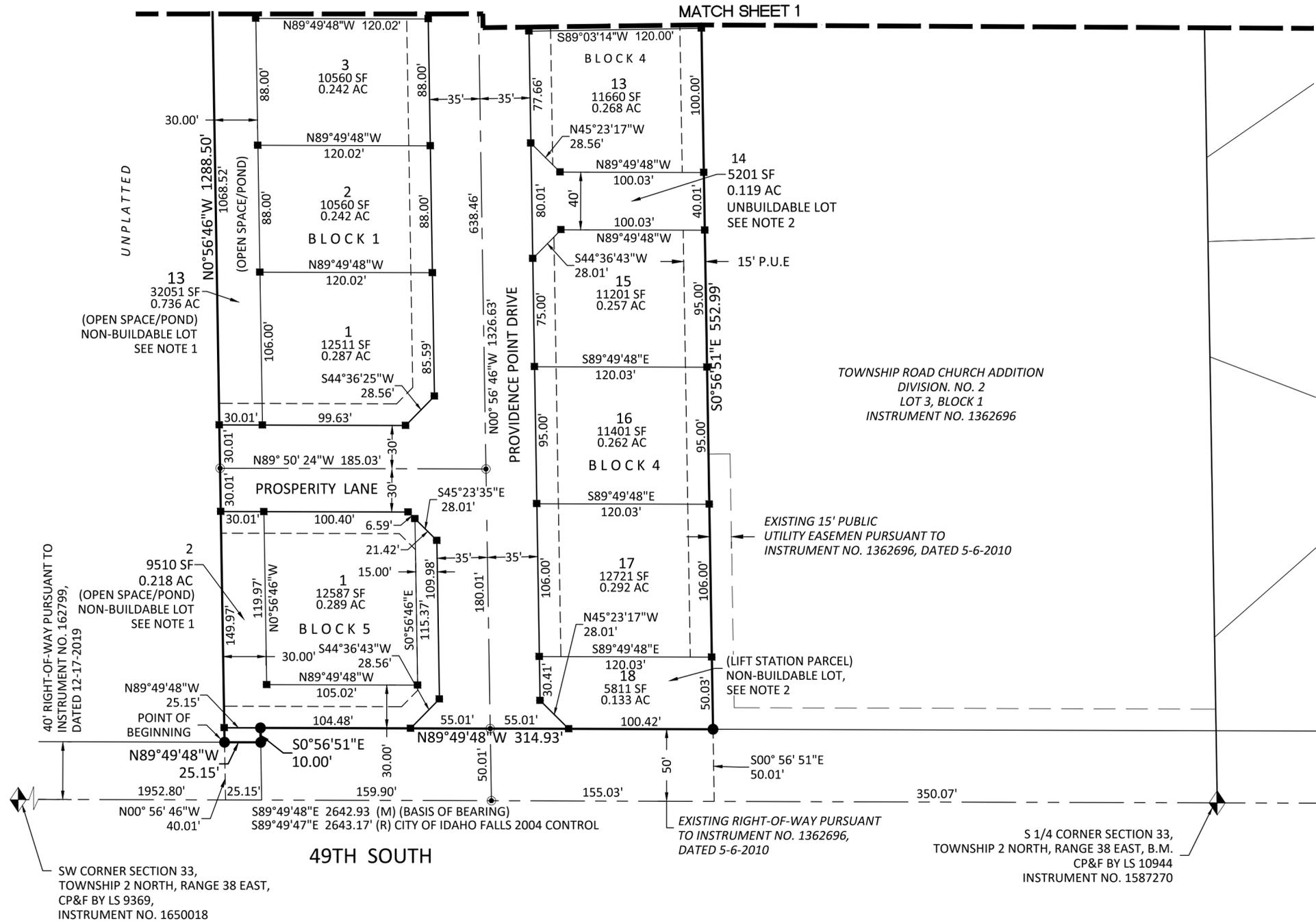
OFFICES AT:	SURVEYED BY:	ADAM SNARR
	DRAWN BY:	SCOTT ROWLEY
1331 Fremont Ave. Idaho Falls, Idaho 83402	APPROVED BY:	KURT ROLAND
	PROJECT NO.	20012
310 N 2nd East, Suite 153 Rexburg, Idaho 83440	SCALE:	1:60
	DATE:	AUGUST 2020
	REVISION:	0
	CAD NAME:	PROV POINT DIV 1 FP.DWG



PROVIDENCE POINT DIVISION NO. 1

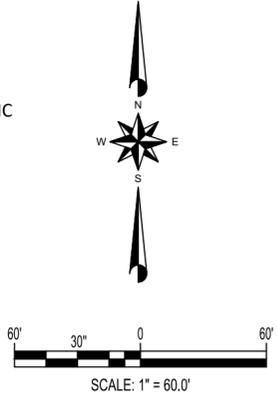
A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
A PARCEL IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

SHEET 2 OF 3



NOTES

- LOT 13, BLOCK 1; LOT 9, BLOCK 4; LOT 2, BLOCK 5 INCLUDE A BLANKET PUBLIC UTILITY EASEMENT AND A BLANKET PUBLIC WATER DRAINAGE EASEMENT.
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LEGEND

- ROADWAY CENTERLINE
- SECTION LINE
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- PLAT BOUNDARY
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LICENSE NO. 9369



EAGLE ROCK ENGINEERING

CIVIL • PLANNING • SURVEYING
 IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

OFFICES AT:

1331 Fremont Ave.
Idaho Falls, Idaho 83402

310 N 2nd East, Suite 153
Rexburg, Idaho 83440

SURVEYED BY:	ADAM SNARR
DRAWN BY:	SCOTT ROWLEY
APPROVED BY:	KURT ROLAND
PROJECT NO.	20012
SCALE:	1:60
DATE:	AUGUST 2020
REVISION:	0
CAD NAME:	PROV POINT DIV 1 FP.DWG

BASIS OF BEARING

THE BEARING ALONG THIS LINE IS THE BASIS FOR ALL OTHER BEARINGS LISTED ON THIS SURVEY. THIS BEARING RELATES DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004". WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

IDAHO FALLS PLANNING AND ZONING COMMISSION
 STAFF REPORT
FINAL PLAT
Providence Point Division 1
August 4, 2020



Community
 Development
 Services

Applicant: Eagle Rock Engineering
Project Manager: Brent McLane

Location: Generally North of E 49th S, East of S 15th E, South of Sunnyside Rd, West of S 25th E

Size: 15.782 acres

Lots: Buildable: 43
 Unbuildable: 4

Average Lot Size:
 10,404 sq.ft.

Net Density: 3.78 units/acre

Existing Zoning:

Site: R1
 North: County A-1
 South: County A-1
 East: R1
 West: R1

Existing Land Uses:

Site: Agriculture
 North: Extraction
 South: Agriculture
 East: Religious Assembly and Residential
 West: Agriculture

Future Land Use Map:

Attachments:

1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Preliminary Plat

Requested Action: To recommend approval of the final plat for Providence Point Division 1 to the Mayor and City Council.

History: In 2009 this area was included as part of an annexation that initially zoned the property R-1 with a PUD Overlay. When the City rewrote the Zoning Ordinance in 2018 the property was then rezoned to R1. The portion of this proposal adjacent to the church property to the east was part of the Township Road Church Addition plat that was annexed, initially zoned R-1 and final platted in 2010.

Staff Comments: The property is zoned R1, Single Dwelling Residential. The preliminary plat includes 43 buildable lots and 4 unbuildable lots. Two of those lots are to be used as storm water retention and one includes a walking pathway. The other two unbuildable lots consist of a landscape lot and a lot to be dedicated to the church property to the east as an access lot. The proposed buildable lots have a wide range of lot sizes. There is a section of lots that are specified to be used and Attached Single Unit Dwellings that have a few lots that are smaller than the minimum but is allowed if they are designated for Attached Single Unit Dwellings. There are also a number of large lots that are on the corners and cul-de-sacs that are larger than maximum lot size requirements of the R1 Zone. This is allowed in the Zoning Ordinance for lots at those locations only. The overall lot size patterns will encourage a variety of home sizes and economic diversity. This pattern is encouraged by the Comprehensive Plan and planning best practices. The preliminary plat is proposed to be completed in a single division.

Access to the subdivision will come from 49th South which is a minor arterial and Autumn Lanes a local street. Proposed intersections will be located at the best possible locations to comply as well as possible with the Access Management Plan. The proposal includes providing connection from the church property to the interior of the subdivision, while at the same time the western access of the church to 49th will be removed. The subdivision will provide a stub road to the north and west for connection to possible future development.

The common lot is a storm pond that will run the north/south length of the western side of the development. An 8-foot walking path is also proposed along the western edge of storm pond to provide access to the property to the north that the City currently owns for a potential future park. There is also an unbuildable lot adjacent to the church property to the east for a future access to that property. The western access to the church property will be removed at the time 49th is widened.

Staff Recommendation: Staff has reviewed the final plat and finds that it complies with the subdivision ordinance, is consistent with the preliminary plat, and the development standards of the R1 Zone. Staff recommends approval of the plat.

Transportation Plan: Access to the subdivision will come from 49th South, a minor arterial, and Autumn Lane, a local street. Proposed intersections comply with the Access Management Plan as closely as possible and coincide with existing alignments. The Access Management Plan provides recommendations for when a traffic impact study (TIS) should be required, 6.3.1. It recommends that a TIS should be conducted for all new development that is expected to generate more than 100 net new peak-hour vehicle trips.

The Institute of Transportation Engineers (ITE) should be used for selecting trip generation rates. For single-family detached housing the ITE manual identifies average trip generation rates per dwelling unit as .77 during the weekday a.m. peak hour and 1.02 for the weekday p.m. peak hour.

A 47-lot subdivision does not constitute the need for a traffic study based on these average trip generation rates. Additionally, the proposed development will be accessing directly to a minor arterial which will not require new traffic to utilize local neighborhood streets to exist the development.

Subdivision Ordinance: Boxes with an “X” indicated compliance with the ordinance

Section 10-1-9A

(4) If the number of residential buildable lots has increased more than five percent (5%) within any proposed division or if roadway patterns have been modified within the preliminary plat, the Final Plat shall be determined not to be consistent with the Preliminary Plat.

(9) If the final plat conforms to the provisions of this Chapter and all other applicable State or Federal laws, or local ordinances, the Council shall approve the final plat and authorize the Mayor and Clerk to sign the original plat.

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
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
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	N/A
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 R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	X
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	X

Zoning Ordinance:

11-3-3: PURPOSE OF RESIDENTIAL ZONES

(C) 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.

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
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*
Lot Coverage, Building Height, and Density								
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)

Comprehensive Plan Policies:

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

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p.67)

Low Density Residential. Single family homes on individual lots at a density of 7 units or less per net acre. This area may include detached homes or homes which share a common wall, open space, or other common facilities. (p. 67)

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.

Business:

11. PLAT 20-032: FINAL PLAT. Providence Point Division No. 1.

Applicant: Kurt Roland, Eagle Rock Engineering, 1331 Fremont Ave., Idaho Falls, Idaho. Roland represents Comfort Construction. Rolland stated that there are 47 lots and 43 are buildable. Roland sated that the other 4 lots are landscape lots. Roland stated that there is 15.78 acres of property and everything is been approved through Engineering and staff.

McLane presented the staff report, a part of the record.

Wimborne moved to recommend to the Mayor and City Council approval of the Final Plat for Providence Point Division No. 1, as presented, Hicks seconded the motion and it passed unanimously.

Black adjourned the meeting at approximately 1:30 a.m. (August 5, 2020)

Respectfully Submitted

Beckie Thompson, Recorder

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF THE PROVIDENCE POINT DIVISION 1, GENERALLY LOCATED NORTH OF E 49TH S, EAST OF S 15TH E, SOUTH OF SUNNYSIDE RD, WEST OF S 25TH

WHEREAS, the applicant filed an application for a final plat on July 2, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on August 4, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on September 24, 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 15.782 acre parcel located generally North of E 49th S, East of S 15th E, South of Sunnyside Rd, West of S 25th E
3. The subdivision includes 43 residential lots which meet the minimum requirements of the R1 Zone.
4. Access to the subdivision will come from 49th South which is a minor arterial and Autumn Lanes a local street.
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. 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 for Providence Point Division 1.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2020

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
Providence Point Division 1

This DEVELOPMENT AGREEMENT Providence Point Division 1 (hereinafter called "AGREEMENT"), made this _____ day of _____, 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 MC & DM Investments, an Idaho Limited Liability Company (hereinafter "DEVELOPER"), whose mailing address is 6549 S 5th West, Idaho Falls, Idaho 83404.

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 Stand 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.

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

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 of Idaho
Residing at: _____
My Commission Expires: _____

(Seal)

Providence Point Division 1

By: MC & DM Investments, LLC

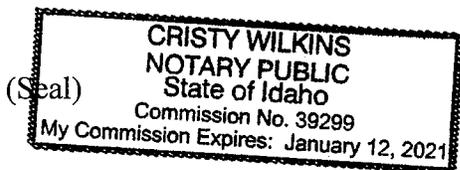
By Dean M. Mortimer
Dean M. Mortimer, President

STATE OF IDAHO)
) ss:
County of BONNEVILLE)

On this 11th day of Sept., 2020, before me, the undersigned, a notary public, in and for said State, personally appeared Dean M. Mortimer, known or identified to me to be the President of MC & DM Investments, LLC, 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.

Cristy Wilkins
Notary Public of IDAHO
Residing at: BONNEVILLE
My Commission Expires: 1-12-2021



-EXHIBIT A-
Providence Point Division 1

Boundary Legal

LOCATED IN A PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS S89°49'48"E 1952.80 FEET AND N00°56'46"E 40.01 FEET FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN AND RUNNING THENCE; THENCE N00°56'46"W 1288.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE ALONG SAID NORTH LINE S89°14'56"E 690.31 FEET TO A POINT ON THE WEST LINE OF BROOKSIDE DIVISION NO 2, INSTRUMENT NO. 1095365; THENCE S00°56'46"E 718.51 FEET ALONG THE WEST LINE OF SAID SUBDIVISION TO THE NORTHEAST BOUNDARY CORNER OF TOWNSHIP ROAD CHURCH ADDITION, DIVISION NO 2, INSTRUMENT NO. 1362696; THENCE N89°49'48"W 350.07 FEET ALONG SAID NORTH BOUNDARY TO THE NORTHWEST CORNER LOT 3, BLOCK 1 OF SAID SUBDIVISION; THENCE S00°56'51"E 552.99 FEET ALONG THE WEST LINE OF SAID LOT TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST 49TH SOUTH; THENCE ALONG SAID RIGHT-OF-WAY OF N89°49'48"W 314.93 FEET; THENCE S00°56'51"E 10.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST 49TH SOUTH, INSTRUMENT NO. 1627999; THENCE N89°49'48"W 25.15 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 15.759 ACRES

-EXHIBIT B-

SPECIAL CONDITIONS FOR
Providence Point Division 1

S-C 1.00. Arterial Street and Bridge Fees. The Arterial Streets and Bridge Fee for this Subdivision is Eight Thousand Six Hundred Dollars (\$8,600.00) containing 43 Lots of R-1 Zone at \$200 per platted lot, payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$ 860.00
December 1, 2020	\$ 1,935.00
March 1, 2021	\$ 1,935.00
June 1, 2021	\$ 1,935.00
September 1, 2021	\$ 1,935.00
TOTAL	\$8,600.00

S-C 2.00. Surface Drainage Fees. The surface drainage fee for this Subdivision is Five Thousand One Hundred Forty-Eight Dollars and Forty-six cents (\$5,148.46) containing 686,462 square feet at \$.0075 per square foot, payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$ 514.84
December 1, 2020	\$ 1,158.41
March 1, 2021	\$ 1,158.41
June 1, 2021	\$ 1,158.41
September 1, 2021	\$ 1,158.39
TOTAL	\$ 5,148.46

S-C 3.00. Traffic Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations directed by the City Engineer.

S-C 4.00. Landscape Buffer. DEVELOPER agrees to provide a minimum fifteen feet (15') in depth landscape buffer North of and adjacent to 49th South. Maintenance of the landscape buffer shall be the responsibility of DEVELOPER or DEVELOPER'S heirs, successors, or assigns.

S-C 5.00. Access to 49th South Access to 49th South shall be in accordance with the

S-C 6.00. Street Section Improvements for 49th South. DEVELOPER shall be responsible for the design and construction of the Arterial Roadway (340 ft) improvements in 49th South throughout the limits of the subdivision in accordance with the City’s approved Improvement Drawings. DEVELOPER shall be responsible for the construction costs per City Code § 10-2-4 (D), CITY shall reimburse DEVELOPER for additional width and depth per City Code § 10-2-4(D).

S-C 7.00. Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to the City and not within the City Right-of-Way, the Developer will coordinate such activities with the applicable owner, (e.g. poles owned by Pacificorp dba Rocky Mountain Power). Any existing electrical infrastructure owned by Pacificorp dba Rocky Mountain Power will require a buy-out from the Developer prior to receipt of electrical service from the City. Request for the buy-out is to be initiated by the Developer after annexation.

S-C 8.00 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Thirty-two Thousand Four Hundred Sixty-eight Dollars and Six cents (\$32,468.06; 13,416 Square yards at \$2.42 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY’s sole discretion on timing.

S-C 9.00 Water Line Connection in 49th South. CITY agrees to allow DEVELOPER to connect to the water main located in 49th South, subject to DEVELOPER’S payment of water main connection fees in the amount of Fourteen Thousand Two hundred Twelve Dollars (\$14,212.00; 340 feet currently at \$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 DEVELOPER’S heirs, successors, or assigns, shall also pay individual water system connection fees each time an individual water service line is connected to CITY water system. Such fees shall be paid in the amounts and manner set forth in such City Code Sections.

S-C 10.00. Sewer Main Connection Fee. CITY agrees to allow DEVELOPER to connect to the sewer previously constructed within the subdivision, subject to DEVELOPER’S payment of the sewer main connection charge pursuant to section 8-1-23(C) of the City Code. As of the date of this Agreement, the sewer main connection charge is in the current amount of Eight Thousand and Three Hundred and Thirty Dollars (\$8,330.00; 340 feet; currently at \$24.50 per foot). DEVELOPER acknowledges and agrees that the sewer main connection charge is subject to change and increase dependent on when DEVELOPER chooses to connect to CITY’s sewer system. DEVELOPER’s mainline connection fee costs shall be adjusted and calculated by the then current connection fee as published and established from time to time in CITY’s Fee Resolution. Pursuant to section 8-1-23(B) of the City Code, DEVELOPER or DEVELOPER’s heirs, successors, or assigns shall also pay individual sewer connection fees each time an 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.

S-C 11.00. Storm Drainage. Storm Drainage shall be designed and constructed by DEVELOPER to accommodate drainage of the lots within the subdivision. The storm drainage system shall meet the City Storm Drainage Policy. Storm ponds to be constructed in accordance

with CITY approved Improvement Drawings throughout the limits of this subdivision. DEVELOPER shall provide for the installation of grass and an irrigation system and may provide the establishment of a home owners association to maintain the pond lot.

S-C 12.00 Landscaping and Maintenance. Developer shall design and construct a median island at the South Entrance of Providence Point Drive and 49th. Developer or Homeowner's Association shall be responsible for the landscaping and maintenance of the median island and landscape strips along the street right of ways in the subdivision.



MEMORANDUM

FROM: Brad Cramer, Director

DATE: Monday, September 14, 2020

RE: Annexation and initial zoning of HC, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, HC, M&B: 17.46 acres NE1/4 SE1/4 Section 8, Township 2 North, Range 38 East, Lot 5, Block 1, Lots 1-5 and a portion of Lots 7 and 10, Block 2, Lots 1-5, Block 4, Hodson Addition and Lots 12-15, Block 2 and Lots 6-7, Block 4, Hodson Addition First Amended.

Council Action Desired

Ordinance

Resolution

Public Hearing

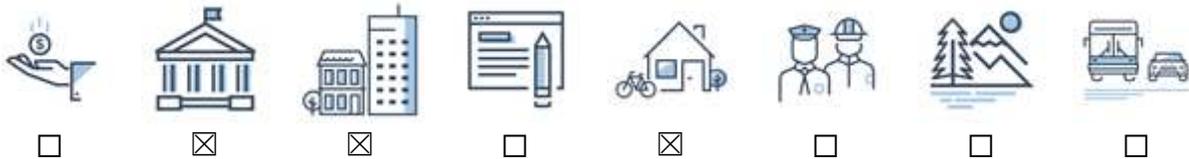
Other Action (Approval, Authorization, Ratification, etc)

1. Approve the Ordinance annexing: 17.46 acres NE1/4 SE1/4 Section 8, Township 2 North, Range 38 East, Lot 5, Block 1, Lots 1-5 and a portion of Lots 7 and 10, Block 2, Lots 1-5, Block 4, Hodson Addition and Lots 12-15, Block 2 and Lots 6-7, Block 4, Hodson Addition First Amended 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 annexation of: 17.46 acres NE1/4 SE1/4 Section 8, Township 2 North, Range 38 East, Lot 5, Block 1, Lots 1-5 and a portion of Lots 7 and 10, Block 2, Lots 1-5, Block 4, Hodson Addition and Lots 12-15, Block 2 and Lots 6-7, Block 4, Hodson Addition First Amended and give authorization for the Mayor to execute the necessary documents.
3. Assign a Comprehensive Plan Designation of "Commercial" and approve the Ordinance establishing the initial zoning for HC under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office 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).
4. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning for HC and give authorization for the Mayor to execute the necessary documents.

Description, Background Information & Purpose

Attached is the application for Annexation/Initial Zoning to HC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: 17.46 acres NE1/4 SE1/4 Section 8, Township 2 North, Range 38 East, Lot 5, Block 1, Lots 1-5 and a portion of Lots 7 and 10, Block 2, Lots 1-5, Block 4, Hodson Addition and Lots 12-15, Block 2 and Lots 6-7, Block 4, Hodson Addition First Amended. The Planning and Zoning Commission considered this item at its September 1, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Relevant PBB Results & Department Strategic Plan



Annexation and initial zoning decisions must be 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 annexation legal description has been reviewed by the Survey Division.

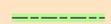
Fiscal Impact

NA

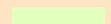
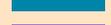
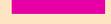
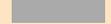
Legal Review

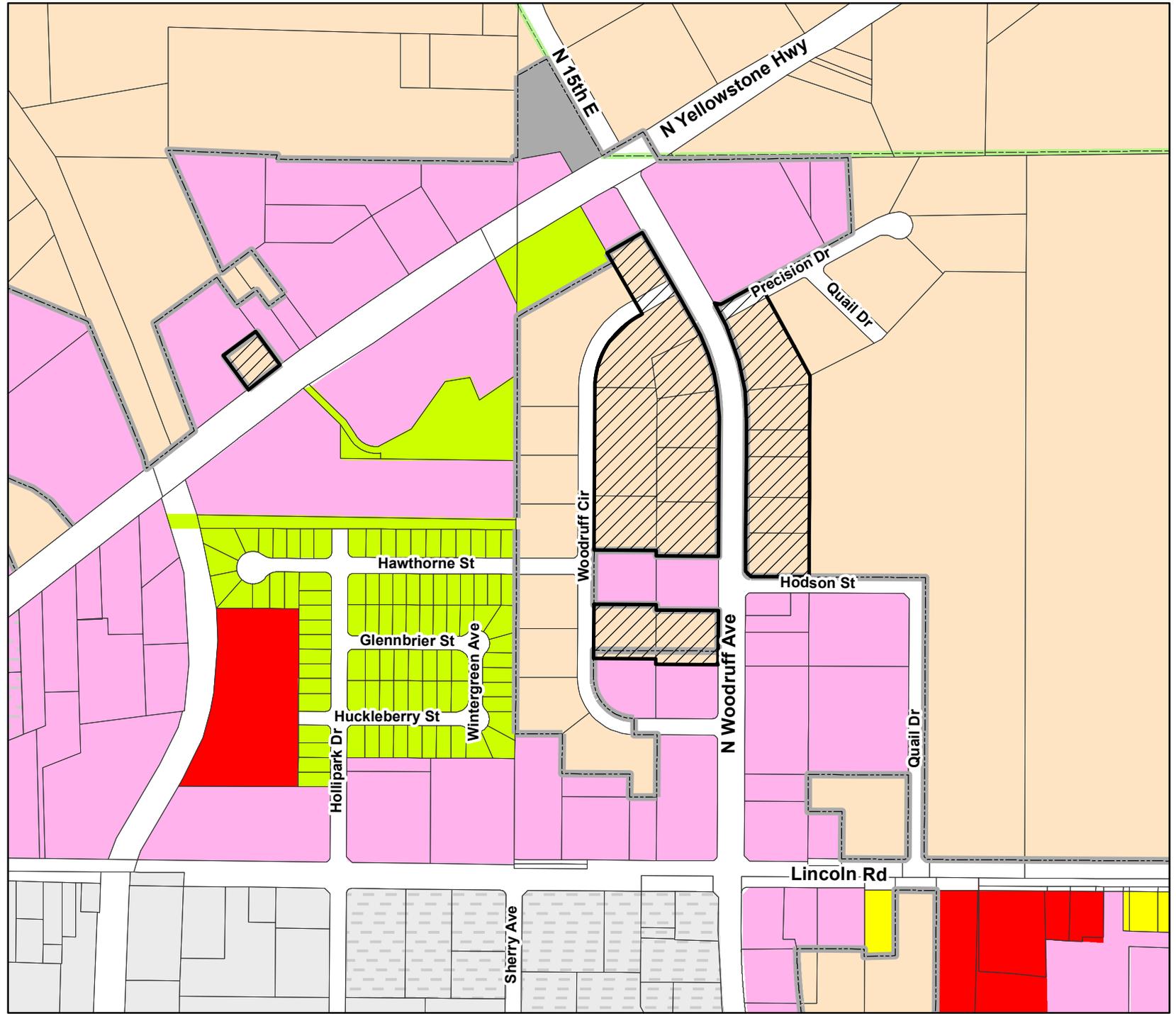
This application and ordinance have been reviewed by Legal Services pursuant to applicable law.

Legend

-  Sites
-  City Limits
-  Area of Impact

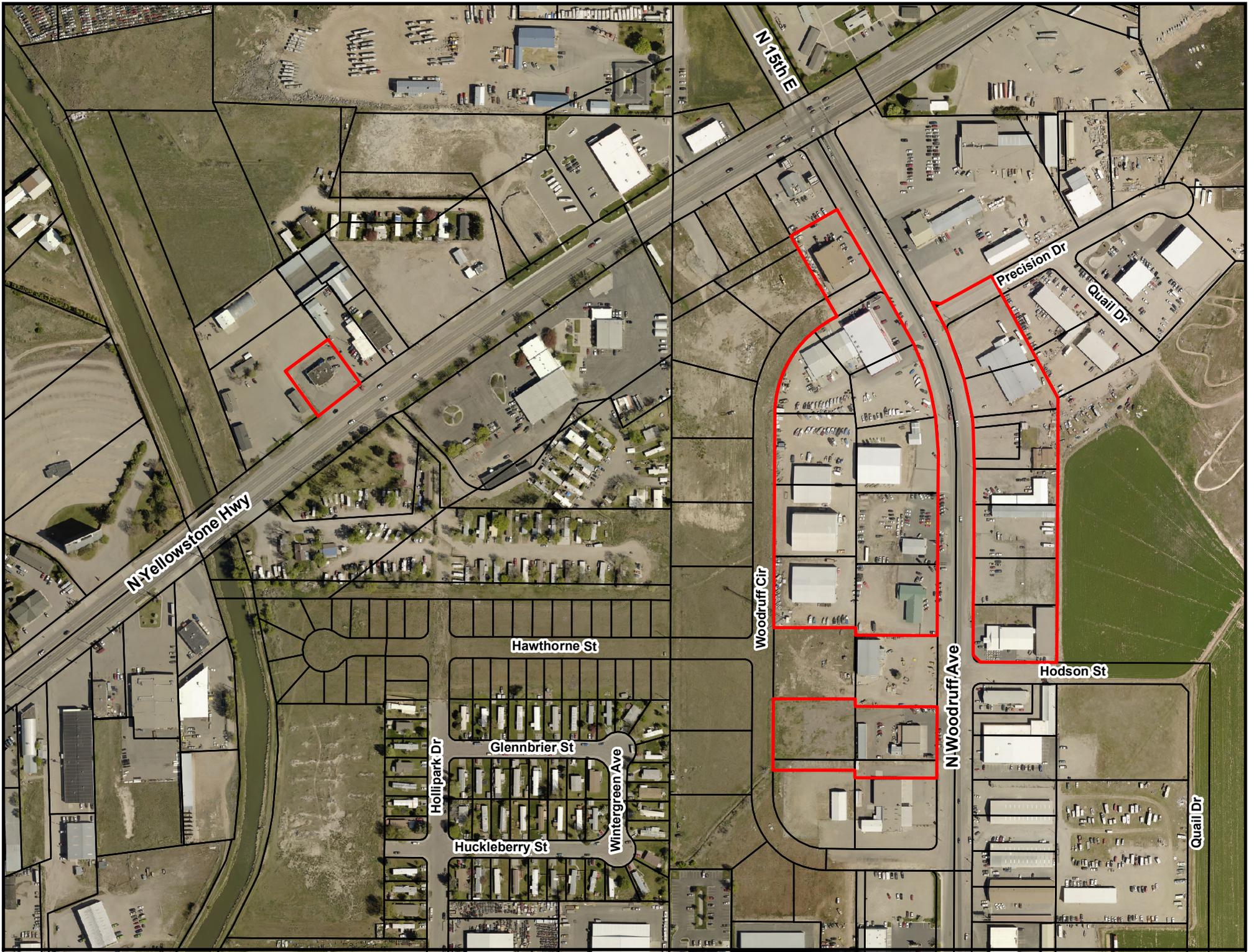
Overlays

-  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



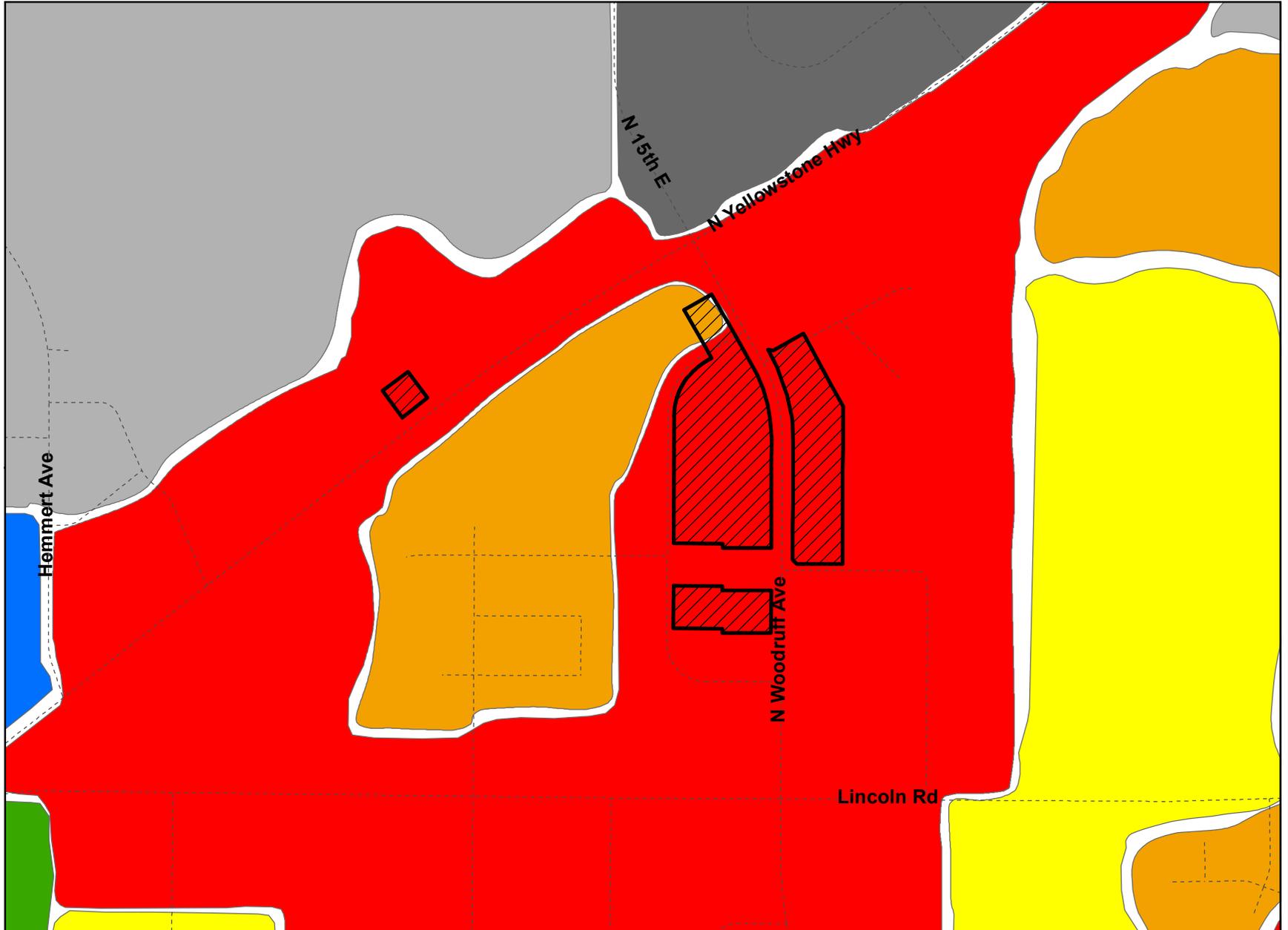


Annexation

ANNX20-012 ~ Annexation & Zoning of HC for Approx 17 acres Hodson Addition and 1st Amended

- | | | | | |
|---|--|---|--|---|
|  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

ANNEXATION AND INITIAL ZONING OF HC

Apprx. 17.46 ACRES, NE1/4 NE/1/4 SEC. 8, T 2N, R 38E, Lot 5, Block 1, Lots 1-5 & a portion of Lots 7 & 10, Block 2, Lots 1-5, Block 4, Hodson Addition & Lots 12-15, Block 2 & Lots 6-7, Block 4, Hodson Addition First Amended.

September 1, 2020



Community
Development
Services

Applicant: City of Idaho Falls

Project Manager: Kerry Beutler

Location: Generally located North of Lincoln Rd, East of N Yellowstone Hwy, South of N Yellowstone Hwy, West of N 25th E

Size: 17.46 acres

Zoning:

North: HC/RMH
South: HC
East: County C-2
West: County C-2

Proposed Zoning:
HC

Existing Land Uses:

Site: Vacant
North: Residential
South: Vacant
East: Residential
West: Vacant

Future Land Use

Map: Commercial

Attachments:

1. Comprehensive Plan Policies
2. Zoning Information
3. Maps and Aerial Photos

Requested Action and Staff Recommendation: To recommend approval of annexation and initial zoning of HC to the Mayor and City Council.

History: In early 2014 staff was directed to study the effects of the city's past policy to extend utilities outside city limits. Staff found that approximately 300 properties receive city services outside city limits. The Council has directed staff to begin annexation proceedings for eligible properties that coincide with their Statement of Annexation Principles. The city has been systematically processing annexations for these parcels.

The city annexed other parcels in this area, along Yellowstone Hwy and Woodruff Ave. in December of 2019, but these parcels were left out because the city was unaware that most of these parcels had city services. As a part of those 2019 annexation proceedings and the testimony offered by property owners, it was discovered that additional parcels were connected to city utilities. The city has since verified utility service and now is ready to proceed with annexation, see attached aerial.

Staff Comments: These properties are being considered for annexation because they coincide with the principles of annexation outlined by the Council as follows and attached.

- The land is completely enclaved by City boundaries, but not subject to 50-0222(5)(b)(v)(c); OR
- The property has at least one utility connection (regardless of an annexation agreement for the property); OR
- The property has an annexation agreement (regardless of whether or not it receives a City utility); OR
- The parcel is less than 5 acres and;
 - Is contiguous by more than merely touching corners AND
 - Includes a primary structure and a primary use that is not agricultural AND
 - Has immediate access to a utility service.

Annexation: It is the policy of the state of Idaho that cities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services, to enable the orderly development of private lands which benefit from the cost-effective availability of municipal services in urbanizing areas and to equitably allocate the costs of public services in management of development on the urban fringe, General Provisions Idaho Statute 50-222.

Continued on next page

This is a Category “B” annexation. A Category “B” annexation requires the preparation of an annexation plan (attached) as well as a public hearing. Properties can be classified as a Category “B” annexation when the area is contiguous or adjacent to the City and is within the City’s Area of Impact. Category “B” annexations can also include properties that have been subdivided into lots or parcels of five acres or less.

In a Category “B” annexation implied consent to annex is given when the property is connected to a water or wastewater collection system operated by the city if the connection was requested in writing or was completed prior to July 1, 2008. Category “B” annexations are allowed to occur within the City’s Area of Impact. All of these properties are within the city’s Area of Impact. The current impact line is shown on the attached zoning map and is just north of the annexation area.

All properties included in the annexation meet the annexation principles outlined by the City Council. There are four parcels that are not currently connected to utilities, (Lots 3, 4 and 5, Block 4, Hodson Addition, and Lot 6, Block 4 Hodson Addition First Amended), see included aerial.

Initial Zoning: The proposed initial zoning designation is HC, Highway Commercial Zone. In determining zoning designations staff considered the existing county zoning, current land use of the property, future land use identified in the Comprehensive Plan and property owner input.

Neighborhood Meeting: Staff did not hold a neighborhood meeting as a result of current conditions related to COVID 19, the small number of property owners affected including the fact that many of the property owners were involved in the previous 2019 annexation. Staff did send a letter, including the annexation plan, to inform each property owner about the annexation process and answer questions. Staff offered to meet individually with property owners in person, but as of the date of this report have received no requests or comments regarding the annexation.

Comprehensive Plan Policies:

Land Use Category definitions. (p. 63)

Establish a program of on-going communication and cooperation with other local governments and entities. (p. 64)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p.67)

Zoning:

11-3-5: PURPOSE OF COMMERCIAL ZONES

(D) HC Highway and General Commercial Zone. This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the Zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of way for travel purposes, and a wide variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the City.

Table 11-3-5: Dimensional Standards for Commercial Zones

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	*	50
Setbacks – Minimum in ft.				
Front		20	20*	20
Side			*	
Rear			*	
Landscape buffer contiguous to street* in ft.	7*	15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-3) of this Zoning Code.				



Statement of Annexation Principles

In an effort to provide efficient and equitable tax and fee supported services, encourage orderly growth, and thoughtfully and carefully expand the tax base of the City, the principles espoused in this document are intended to provide guidance when considering annexation. These principles represent the general practice of the City and do not bind City leaders from exercising annexation authority granted by Idaho statutes. Typically, a departure from these principles would most commonly occur as a response to an unusual circumstance or need.

General Principles

When considering land use and growth, the City of Idaho Falls will prefer annexation policies that:

- **Encourage Core Development.** When possible, the city prefers to support development closer to the City's core where infrastructure such as roads and utilities already exists. This will help to avoid urban sprawl.
- **Strengthen the Tax Base.** The city recognizes the value of maintaining the efficient and cost-effective provision of both tax and fee-supported services.
- **Balance Property Rights with Growth.** Individual property rights must be protected while at the same time ensuring the City is able to continue to grow.
- **Provide Public Services and Amenities that Enhance Quality of Life.** The Community derives value and strength from a robust Parks and Recreation system, a highly rated Fire Department, excellent Police protection, a wonderful Library, well-maintained streets and neighborhoods, and a commitment to providing a high quality of life at an affordable tax rate.
- **Support the Comprehensive Plan.** The City's Comprehensive Plan is carefully developed to capture best practice planning principles coupled with careful implementation of public input. The resultant document outlines principles and policies designed to guide growth in a healthy, sustainable manner..

City-Initiated Annexation

The City strongly believes there is value in being annexed. The City of Idaho Falls proudly offers excellent tax and fee supported services and utilities. All residents, both City and County, benefit from a strong Idaho Falls. Residents in the County close to the City's core benefit from being close to City limits and should bear an equal burden in the provision of those benefits. As was argued in a court case in Baltimore in 1918, *"Those who locate near the city limits are bound to know that the time may come when the legislature will extend the limits and take them in. No principle of right or justice or fairness places in their hands the power to stop the progress and development of the city, especially in view of the fact that a large majority of them have located near the city for the purpose of getting benefit of transacting business or securing employment...in the city"* (emphasis added).

At times, the City may exercise its authority to annex prior to the request of the property owner. When considering these city-initiated annexations, the City will strive to:

- Focus on properties that receive a City-operated utility. Many such properties agreed to annexation at a future date as a condition of receiving the utility service. However, in cases where the utility was connected prior to 2008, Idaho Code considers the connection to be consent to annexation. Idaho Falls will consider utility connections just as valid as written agreements in terms of consent to annexation.
- For properties that do not receive a City-operated utility, focus on properties that are enclaved, i.e. completely surrounded, by existing City limits and which clearly benefit from their proximity to City limits and tax-supported services that support and enhance surrounding City neighborhoods.
- Except in response to unusual circumstances or needs, avoid initiating annexation for properties contiguous merely by touching corners, which do not have primary structures, and do not have immediate access to utilities.
- Educate property owners of these principles and annexation law to provide predictability and avoid undue concern over potential annexation.

The following sections specify how the City intends to exercise annexation authority within the bounds of the Idaho Code Section 50-222 in conjunction with the principles outlined above:

Category A

The City of Idaho Falls exercises its legal annexation authority for all Category A annexations.

Procedures:

1. For annexation in which, “all private landowners have consented to annexation”:
 - No public hearing will be required
 - The application will be considered by the Planning and Zoning Commission (P&Z) for its recommendation
 - The application will then be considered by the Council for final decision, passage of the annexation ordinance, and adoption of a reasoned statement of relevant criteria and standards
2. For annexation of “any residential enclaved lands of less than one hundred (100) privately-owned parcels, irrespective of surface area, which are surrounded on all sides by land within a city or which are bounded on all sides by lands within a city and by the boundary of the city’s area of impact”:
 - City staff will hold a neighborhood meeting prior to the advertisement of the proposed annexation
 - A public hearing will be held before the P&Z for its recommendation
 - A public hearing will be held before the Council for final decision, passage of the annexation ordinance, and adoption of a reasoned statement of relevant criteria and standards

Category B

The same procedure will apply for annexations which “contain less than one hundred (100) separate private ownerships and platted lots of record and where not all such landowners have consented to annexation,” as well as annexations where “the subject lands contain more than one hundred (100) separate private ownerships and platted lots of record and where landowners owning more than fifty

percent (50) of the area of the subject private lands have consented to annexation prior to the commencement of the annexation process.” These principles do not apply to lands subject to Idaho Code 50-222(5)(b)(v)(c) which exempts land of “five (5) acres or greater, actively devoted to agriculture, as defined in section 63-604(1), Idaho Code, regardless of whether it is surrounded or bounded on all sides by lands within a city” from city-initiated annexations.

Category B annexations will be considered when:

- The land is completely enclaved by City boundaries, but not subject to 50-222(5)(b)(v)(c) as noted above; OR
- The property has at least one (1) utility connection (regardless of an annexation agreement for the property); OR
- The property has an annexation agreement (regardless of whether or not it receives a City utility); OR
- The parcel is less than 5 acres and:
 - Is contiguous by more than merely touching corners AND
 - Includes a primary structure and a primary use that is not agricultural AND
 - Has immediate access to a utility service

Procedures:

- City staff will prepare an annexation plan prior to advertising the annexation and send it to property owners within the annexation boundaries
- Staff will hold a neighborhood meeting prior to advertisement of the proposed annexation
- A public hearing will be held by P&Z for its recommendation
- A public hearing will be held by the Council for the final decision, passage of the annexation ordinance, and adoption of a reasoned statement of relevant criteria and standards

Category C

The City does not intend to exercise its annexation authority for category C annexations

Road Rights-of-way

Generally the City will not annex a County right-of-way until annexation has occurred on both sides of the right-of-way. The City recognizes that there may be times when it is appropriate to annex the County right-of-way prior to the City having annexed property on both sides of the right-of-way. In these cases City Public Works staff will work with County Public Works staff to determine the appropriate limits for annexing right-of-way.

September 1, 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, Arnold Cantu

MEMBERS ABSENT: None.

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Brent McLane; Brian Stevens and interested citizens.

CALL TO ORDER: Natalie Black called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES:

Hicks moved to approve the August 4, 2020 Minutes with the requested typo corrections, Morrison seconded the motion and it passed unanimously.

Public Hearing(s):

4. ANNEX 20-012: ANNEXATION/INITIAL ZONING OF HC.

Black opened the public hearing.

Applicant: City of Idaho Falls.

Beutler presented the staff report, a part of the record.

Morrison asked what would happen with Woodruff since all the businesses are already built.

Beutler stated that in December 2019 the annexation included all of the right of way for Woodruff between Lincoln and Yellowstone. Beutler stated that now the road is entirely annexed within the City limits, Public Works can now seek funding to make improvements. Beutler stated that annexation of the parcels into the City will make it easier to allow Public Works and the City to work with the property owners.

Beutler stated that normally they would do a neighborhood meeting, but due to Covid they didn't do a public gathering, but they did send notice to each owner and invited them to contact the office to schedule a meeting, and no one has contacted them.

Dixon stated that the annexations they have done in the past have either had a utility hookup, annexation agreement, or been surrounded by City, and the three lots identified with the blue diamonds they fall under the 4th clause, for a Category B annexation in the City statement of

Annexation Principles, and it is not clear what the legal basis is for that annexation. Dixon asked if it has to be in the area of impact or what the criteria is from the State's perspective.

Beutler stated that in order for the City to initiate a Category B annexation, the area does have to be within the Area of Impact and the Area of Impact line is north a couple parcels and all these parcels are within the Area of Impact, so then they can look at the other criteria such as the land being subdivided, less than 5 acres, and not ag. Beutler stated that the State is looking and seeing that if it is had already been subdivided and development has occurred and they have access to City utilities, then it makes sense for them to be part of the City.

No one appeared in support or opposition and no letters were received by staff.

Dixon stated that it bothered him when they went through this area before, because he felt they were hopscotching and annexing some and skipping some. Dixon stated that it does make a difference for taxes and everyone should be treated the same, so this annexation and the completion of the annexation of the properties in the area gets it to more equity. Dixon stated that these properties are located near the City and they benefit by being near the City through customers, suppliers, employees being from the City and they are enjoying their association with the City and helping with the City expenses by becoming annexed. Dixon feels it is appropriate. Dixon feels the staff notes need to mention the Area of Impact before this moves further.

Wimborne agrees with Dixon and knows staff has worked hard to bring properties in. Wimborne appreciates the outreach that staff did, and the lack of replies shows this is the next step. Wimborne believes it brings equity to the area.

Wimborne moved to recommend to the Mayor and City Council approval of the annexation of 17.352 Acres of NE ¼ NE ¼ Section 8, T 2N, R 38 E, Lot 5, Block 1, Lots 1-5 and a portion of Lots 7 & 10, Block 2, Lots 1-5, Block 4, Hodson Addition and Lots 12-15, block 2, & Lots 6-7, Block 4, Hodson Addition First Amended, with initial zoning of HC. Black called for roll call vote: Dixon, yes; Wimborne, yes; Morrison, yes; Hicks, yes; Romankiw, yes; Denney, yes; Cantu, yes. The motion passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 17.46 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

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

WHEREAS, the City has authority to annex lands into the City pursuant to procedures of Idaho Code Section 50-222, as amended; and

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

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

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

WHEREAS, City of Idaho Falls Comprehensive Plan includes the area of annexation; and

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

- 1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the Council that the lands described herein below in Exhibit A of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

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

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

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

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

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

SECTION 1. Annexation of Property. The lands described in Exhibit A are hereby annexed to the City of Idaho Falls, Idaho.

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

SECTION 3. Findings. The findings contained in the recitals of this Ordinance be, and the same are hereby adopted as the official City Council findings for this Ordinance, and any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 2020.

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 ANNEXATION OF APPROXIMATELY 17.46 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

(SEAL)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF PROPERTY, APPROXIMATELY 17.46 ACRES, NE1/4 NE/1/4 SEC. 8, T 2N, R 38E, LOT 5, BLOCK 1, LOTS 1-5 & A PORTION OF LOTS 7 & 10, BLOCK 2, LOTS 1-5, BLOCK 4, HODSON ADDITION & LOTS 12-15, BLOCK 2 & LOTS 6-7, BLOCK 4, HODSON ADDITION FIRST AMENDED. LOCATED GENERALLY LOCATED NORTH OF LINCOLN RD, EAST OF N YELLOWSTONE HWY, SOUTH OF N YELLOWSTONE HWY, WEST OF N 25TH E.

WHEREAS, the applicant filed an application for annexation on July 16, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on September 1, 2020; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public meeting on September 24, 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 City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 17.46 acres located generally located North of Lincoln Rd, East of N Yellowstone Hwy, South of N Yellowstone Hwy, West of N 25th E.
3. Surrounding properties are zoned residential HC and County C-2.
4. The Comprehensive Plan designates this area as Commercial.
5. The application is a Category "B" annexation.
6. The proposed Annexation is consistent with the policies of the Comprehensive Plan.
7. These properties are being considered for annexation because they coincide with the principles of annexation outlined by the City Council.
8. The Planning and Zoning Commission recommended approval of the annexation as presented.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2020

Rebecca Casper - Mayor

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 17.46 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS HC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is HC Zone for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Commercial”; and

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

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as “Commercial”; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on September 1, 2020, and recommended approval of zoning the subject property to HC Zone; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 24, 2020.

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

SECTION 1: Comprehensive Plan Designation. The area described in Exhibit A are hereby given a Comprehensive Plan designation of Commercial.

SECTION 2: Legal Description. The lands described in Exhibit A are hereby zoned as HC Zone.

SECTION 3. Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “HC, Zone” 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 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

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

PASSED by the 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 INITIAL ZONING OF APPROXIMATELY 17.46 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS H C ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF HC OF PROPERTY, APPROXIMATELY 17.46 ACRES, NE1/4 NE/1/4 SEC. 8, T 2N, R 38E, LOT 5, BLOCK 1, LOTS 1-5 & A PORTION OF LOTS 7 & 10, BLOCK 2, LOTS 1-5, BLOCK 4, HODSON ADDITION & LOTS 12-15, BLOCK 2 & LOTS 6-7, BLOCK 4, HODSON ADDITION FIRST AMENDED. LOCATED GENERALLY LOCATED NORTH OF LINCOLN RD, EAST OF N YELLOWSTONE HWY, SOUTH OF N YELLOWSTONE HWY, WEST OF N 25TH E..

WHEREAS, the applicant filed an application for annexation on July 16, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on September 1, 2020; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public meeting on September 24; 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 City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 17.46 acres located generally located North of Lincoln Rd, East of N Yellowstone Hwy, South of N Yellowstone Hwy, West of N 25th E.
3. Surrounding properties are zoned residential HC and County C-2.
4. The Comprehensive Plan designates this area as Commercial.
5. The proposed initial zoning complies with the purposes set forth within the Zoning Ordinance of the City of Idaho Falls and is consistent with the policies of the Comprehensive Plan.
6. The Planning and Zoning Commission recommended approval of the initial zoning of HC as presented.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2020

Rebecca Casper - Mayor



MEMORANDUM

FROM: Brad Cramer, Director
DATE: Monday, September 14, 2020
RE: Annexation and initial zoning of R3A, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, R3A, M&B: 2.237 Acres, Section 7, Township 2 North, Range 38 East.

Council Action Desired

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

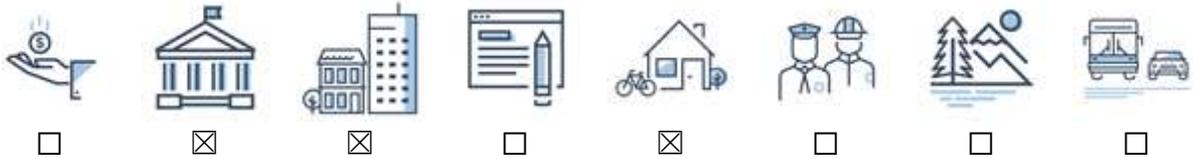
1. Approve the Ordinance annexing: 2.237 Acres, Section 7, Township 2 North, Range 38 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of: 2.237 Acres, Section 7, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents.
3. Assign a Comprehensive Plan Designation of "Higher Education Center" and approve the Ordinance establishing the initial zoning for HC under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office 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) .
4. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning for R3A and give authorization for the Mayor to execute the necessary documents.

Description, Background Information & Purpose

Attached is the application for Annexation/Initial Zoning to R3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: 2.237 Acres, Section 7, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item

at its September 1, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Relevant PBB Results & Department Strategic Plan



Annexation and initial zoning decisions must be 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 annexation legal description has been reviewed by the Survey Division.

Fiscal Impact

NA

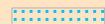
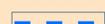
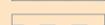
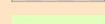
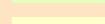
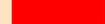
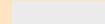
Legal Review

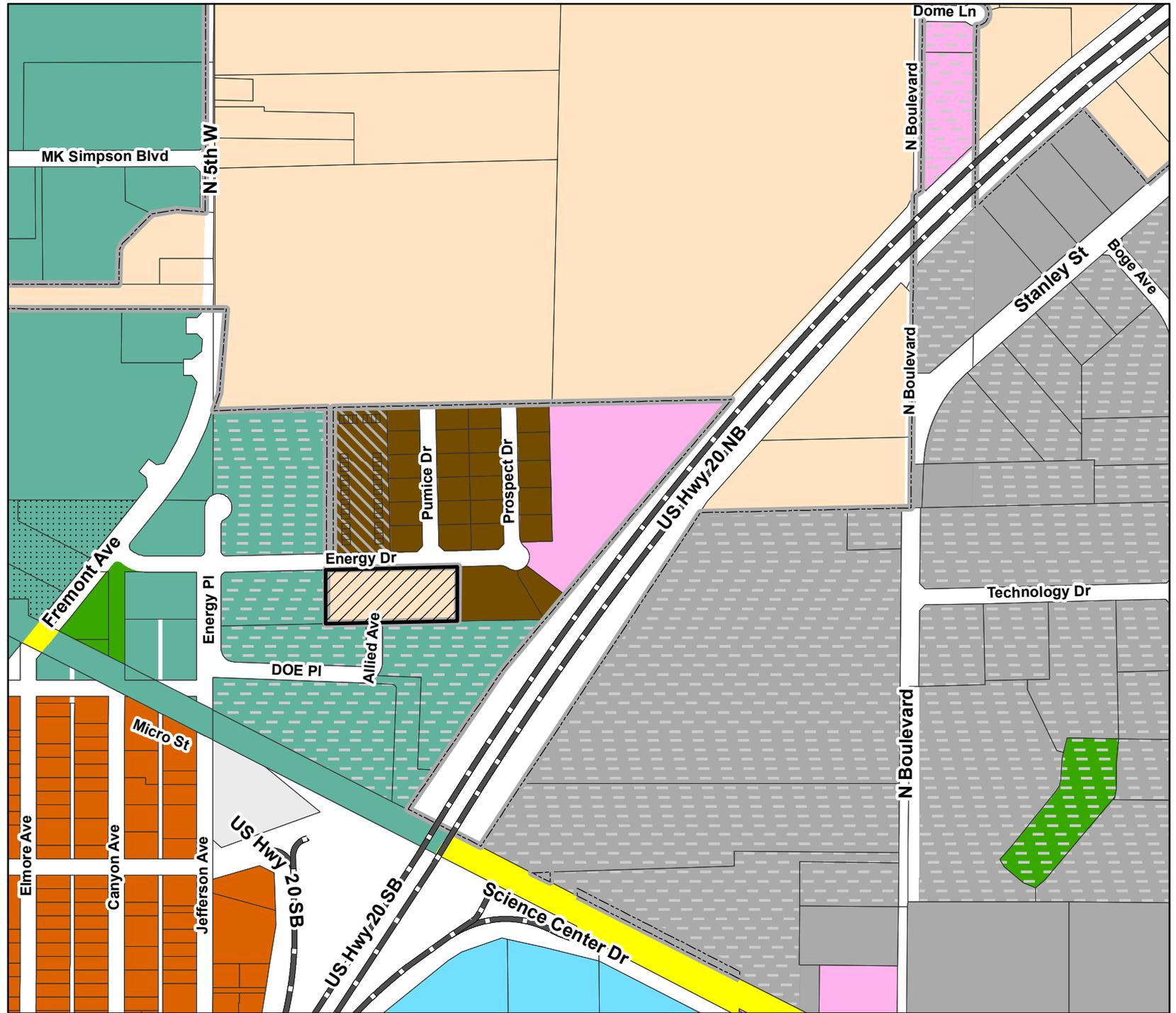
This application and ordinance have been reviewed by Legal Services pursuant to applicable law.

Legend

-  Site
-  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



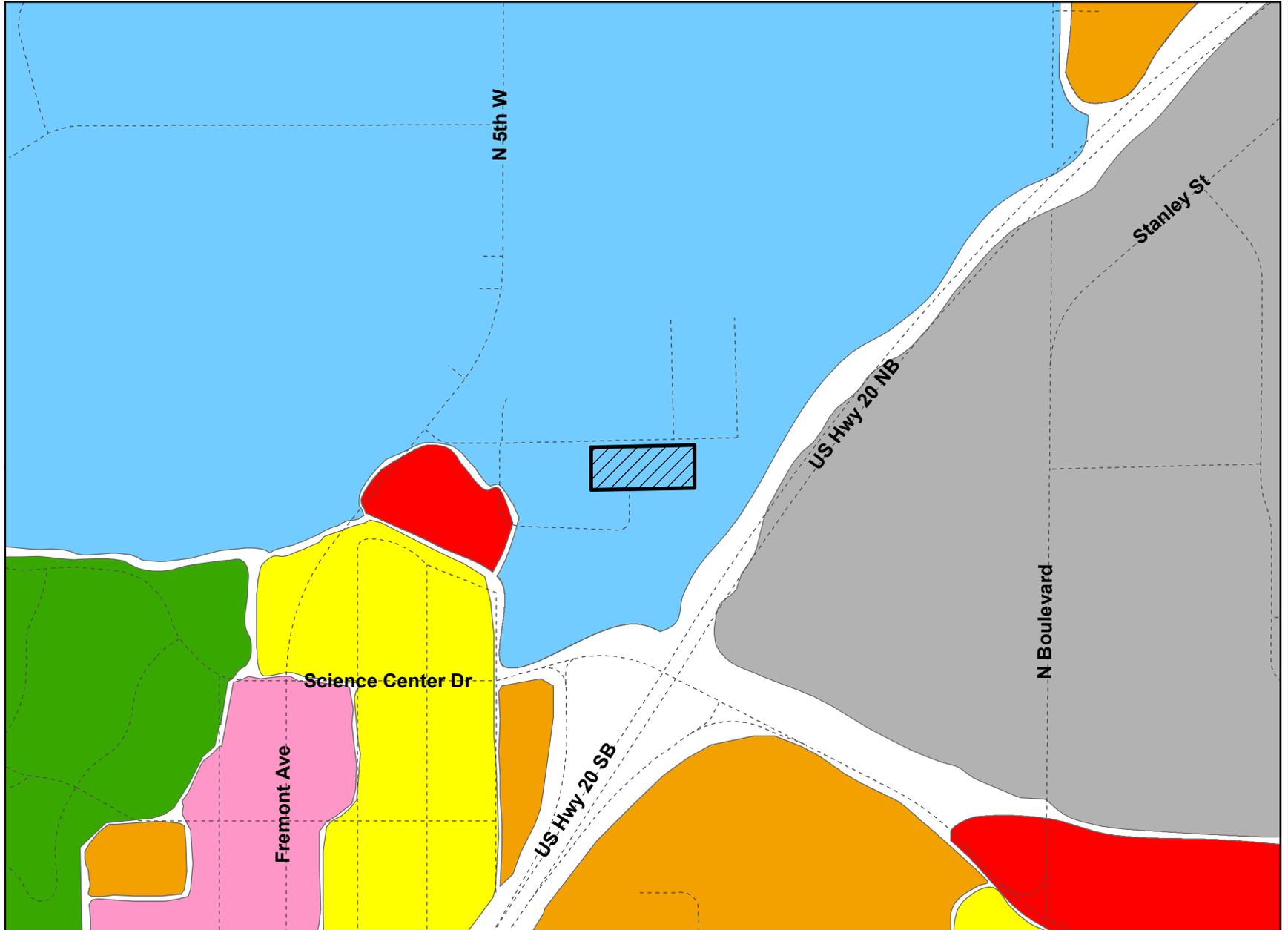


Annexation

ANNX20-013 ~ 2.24 Acres Energy Place

- | | | | | |
|---|--|---|--|---|
|  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
ANNEXATION AND INITIAL ZONING OF R3A
2.24 ACRES, SECTION 7, T 2N, R 38E
September 1, 2020



Community
Development
Services

Applicant: Scratch Development

Project Manager: Kerry Beutler

Location: Generally located north of Science Center Drive, east of Fremont Ave., South of Energy Dr, west of US Highway 20.

Size: 2.24 acres

Zoning:
North: R3
South: R&D
East: R3
West: R&D

Proposed Zoning:
R3A

Existing Land Uses:
Site: Vacant
North: Residential
South: Vacant
East: Residential
West: Vacant

Future Land Use Map: Higher Education Centers

Attachments:
1. Comprehensive Plan Policies
2. Zoning Information
3. Maps and Aerial Photos

Requested Action: To recommend approval of annexation and initial zoning of R3A to the Mayor and City Council.

Staff Comments: The property is located south of and adjacent to Energy Drive, east of Fremont Avenue. This area has developed with a mix of residential and commercial uses as well as public facilities, with a city well site to the west. This property is currently vacant and has never been platted or built on.

Annexation: This is a Category “A” annexation as it is requested by the property owner. The property is enclaved, completely surrounded by the city. Annexation of the property is consistent with the City’s Comprehensive Plan.

Initial Zoning: The proposed zoning is R3A, Residential Mixed Use. The Comprehensive plan identifies this area as Higher Education Center. Higher education/research center are defined in the plan as college facilities, office complexes, research laboratories, and limited support services such as apartments, restaurants, copy centers and other business support services. The R3A Zone is consistent with this designation as it allows for both residential and professional services. The allowance for mixed use is consistent with surrounding land uses as well with a mix of residential and office space.

Ownership of this parcel is the same as the parcel immediately to the west, which is being considered for a rezone from R&D to R3A. The parcels are intended to be developed together with a mix of uses. Uniform zoning is necessary to allow for development and adjustment of future property lines. Allied Avenue will be required to be extended to the north dividing the property in two.

The surrounding R&D Zoning is problematic for the narrow undeveloped lots along Energy Drive. The R&D Zone requires a 30 foot setback and landscape strip adjacent to public streets. With the extension of Allied Avenue this would apply on multiple sides of the property. The parcel is currently only 200 feet deep. The R3A Zone requires a 15 foot setback and landscape strip which will be more accommodating for development of the parcels. The R3A will also allow for transition between the R&D and R3 Zones.

Staff Recommendation: Staff recommends approval of the annexation and initial zoning of R3A as it is consistent with the policies of the Comprehensive Plan.

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls.

New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. (p. 40)

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. (p. 43)

Plan for different commercial functions within the City of Idaho Falls. (p.46)

Buffer commercial development, including services, from adjacent residential development. (p. 49)

People have told us they want a community of convenience where walkways and bikeways link residential areas to centers of employment and business. They want to be able to move quickly and easily across the community by vehicle. Residential areas are to be near to employment and business but shielded from traffic, noise, and glare. (p. 60)

Higher education/research center College facilities, office complexes, research laboratories, and limited support services such as apartments, restaurants, copy centers and other business support services. (p. 63)

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

Zoning:

11-3-3: PURPOSES OF RESIDENTIAL ZONES.

(G) 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.

11-3-9: PURPOSE OF SPECIAL PURPOSE ZONES.

(A) R&D Research and Development Zone. This zone provides a special purpose zone in which the primary use of the land is a center for research, development, and higher education. This Zone should be located close to transportation, public utilities and other facilities necessary to support research and development and higher education facilities. This Zone is also characterized by attractively designed buildings and off-street parking lots situated among, trees, shrubs and other landscape features.

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
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*
Lot Coverage, Building Height, and Density								
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 ft²), 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 ft²) 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 ft²) in order to encourage a mix of lot sizes and dwelling types. (Ord. 3210, 8-23-18)

Table 11-3-7: Dimensional Standards for Special Zones

	R&D	P
Site Area- Minimum in acres	30*	1*
Setbacks – Minimum in ft.		
Front	30	30
Side	0/ 20 *	20
Rear	0/ 20 *	30
Building Height- Maximum in ft.	see sub-section (3) below*	35
Lot Coverage- Maximum in %	80	
*See explanation, exceptions and qualifications that follow in Section 11-3-10A (1-4) of this Zoning Code.		

September 1, 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, Arnold Cantu

MEMBERS ABSENT: None.

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Brent McLane; Brian Stevens and interested citizens.

CALL TO ORDER: Natalie Black called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES:

Hicks moved to approve the August 4, 2020 Minutes with the requested typo corrections, Morrison seconded the motion and it passed unanimously.

Public Hearing(s):

3. ANNEX 20-013: ANNEXATION/INITIAL ZONING. Annexation and Initial Zoning of R3A

Black opened the public hearing.

Applicant: Jonny Arbuckle, Scratch Development, 352 N 3475 W, Layton, UT. Arbuckle stated that their project requires this additional parcel for what they intend to do. Arbuckle stated this is an orphaned piece that remains in the County. They want to annex this parcel into the City with an initial zoning of R3A consistent with the rezone request for the parcel to the west. Arbuckle stated that this parcel is how they will accommodate the parking requirements if the 200 jobs show up. Arbuckle stated this is a good transition to the R3 zone to the west and north. Arbuckle stated that the rezone request covered the background for this area.

Beutler presented the staff report, a part of the record.

No one appeared in support or opposition and no letters were received by staff.

Dixon appreciated the clarification of the parking by the applicant and the parking will be more than adequate. Dixon believes his comments from the last item is pertinent here and R3A supports office and residential and both are appropriate for the higher education area of the Comprehensive Plan.

Morrison is in favor of the proposal.

Wimborne moved to recommend to the Mayor and City Council approval of the Annexation of 2.24 Acres of Section 7, T 2N R 38E with initial zoning of R3A, Dixon seconded the motion. Black called for roll call vote: Dixon, yes; Wimborne, yes; Morison, yes; Hicks, yes; Romankiw, yes; Denney, yes; Cantu, yes. The motion passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 2.237 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

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

WHEREAS, the City has authority to annex lands into the City pursuant to procedures of Idaho Code Section 50-222, as amended; and

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

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

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

WHEREAS, City of Idaho Falls Comprehensive Plan includes the area of annexation; and

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

- 1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the Council that the lands described herein below in Exhibit A of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

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

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

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

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

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

SECTION 1. Annexation of Property. The lands described in Exhibit A are hereby annexed to the City of Idaho Falls, Idaho.

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

SECTION 3. Findings. The findings contained in the recitals of this Ordinance be, and the same are hereby adopted as the official City Council findings for this Ordinance, and any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 2020.

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 ANNEXATION OF APPROXIMATELY 2.237 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton, City Clerk

(SEAL)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF PROPERTY, APPROXIMATELY 2.237 ACRES, SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST. GENERALLY LOCATED NORTH OF SCIENCE CENTER DRIVE, EAST OF FREMONT AVE., SOUTH OF ENERGY DR., WEST OF US HIGHWAY 20.

WHEREAS, the applicant filed an application for an application for annexation on August 10, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on September 1, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 24, 2020; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Subdivision and Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 2.237 acre parcel located generally north of Science Center Drive, east of Fremont Ave., south of Energy Drive, west of US Highway 20.
3. The Comprehensive Plan designates this area as Higher Education Centers.
4. This is a category “A” annexation requested by the applicant and the property is enclaved.
5. The proposed annexation is consistent with the purposes set forth within the Comprehensive Plan of the City of Idaho Falls.
6. Annexation of the area will allow for orderly development and efficient, equitable and economical delivery of municipal services within the urbanizing areas.
7. The Planning and Zoning Commission recommended approval of the annexation.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria and Standards, the City Council of the City of Idaho Falls approved the annexation as presented.

PASSED BY THE CITY OF IDAHO FALLS CITY COUNCIL

THIS ____ DAY OF SEPTEMBER, 2020

Rebecca L. Noah Casper, Mayor

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 2.237 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R3A ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is R3A Zone for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Higher Education Centers”; and

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

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as “Higher Education Centers”; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on September 1, 2020, and recommended approval of zoning the subject property to R3A Zone; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 24, 2020.

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

SECTION 1: Comprehensive Plan Designation. The area described in Exhibit A are hereby given a Comprehensive Plan designation of Commercial.

SECTION 2: Legal Description. The lands described in Exhibit A are hereby zoned as R3A Zone.

SECTION 3. Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “R3A Zone” 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 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

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

PASSED by the 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 INITIAL ZONING OF APPROXIMATELY 2.237 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R 3 A ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF R3A OF APPROXIMATELY 2.237 ACRES, SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST. GENERALLY LOCATED NORTH OF SCIENCE CENTER DRIVE, EAST OF FREMONT AVE., SOUTH OF ENERGY DR, WEST OF US HIGHWAY 20

WHEREAS, the applicant filed an application for an application for initial zoning of R3A on August 10, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on September 1, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 24, 2020; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Subdivision and Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 2.237 acre parcel located generally north of Science Center Drive, east of Fremont Ave., south of Energy Drive, west of US Highway 20.
3. The Comprehensive Plan designates this area as Higher Education Centers.
4. The proposed R3A Zone is consistent with the principles of the Comprehensive Plan and other zoning and uses in the area.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria and Standards, the City Council of the City of Idaho Falls approved the initial zoning as presented.

PASSED BY THE CITY OF IDAHO FALLS CITY COUNCIL

THIS _____ DAY OF SEPTEMBER,
2020

Rebecca L. Noah Casper, Mayor



MEMORANDUM

FROM: Brad Cramer, Director
DATE: Monday, September 14, 2020
RE: Rezone from R&D to R3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: 1.76 Acres, Lot 1, Block 2, Energy Plaza.

Council Action Desired

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

1. Approve the Ordinance Rezoning M&B: 1.76 Acres, Lot 1, Block 2, Energy Plaza from R&D to R3A 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 R&D to R3A of M&B: 1.76 Acres, Lot 1, Block 2, Energy Plaza, and give authorization for the Mayor to execute the necessary documents.

Description, Background Information & Purpose

Attached is the application for Rezoning from R&D to R3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: 1.76 Acres, Lot 1, Block 2, Energy Plaza. The Planning and Zoning Commission considered this item at its September 1, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

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 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

NA

Fiscal Impact

NA

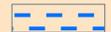
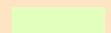
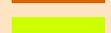
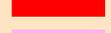
Legal Review

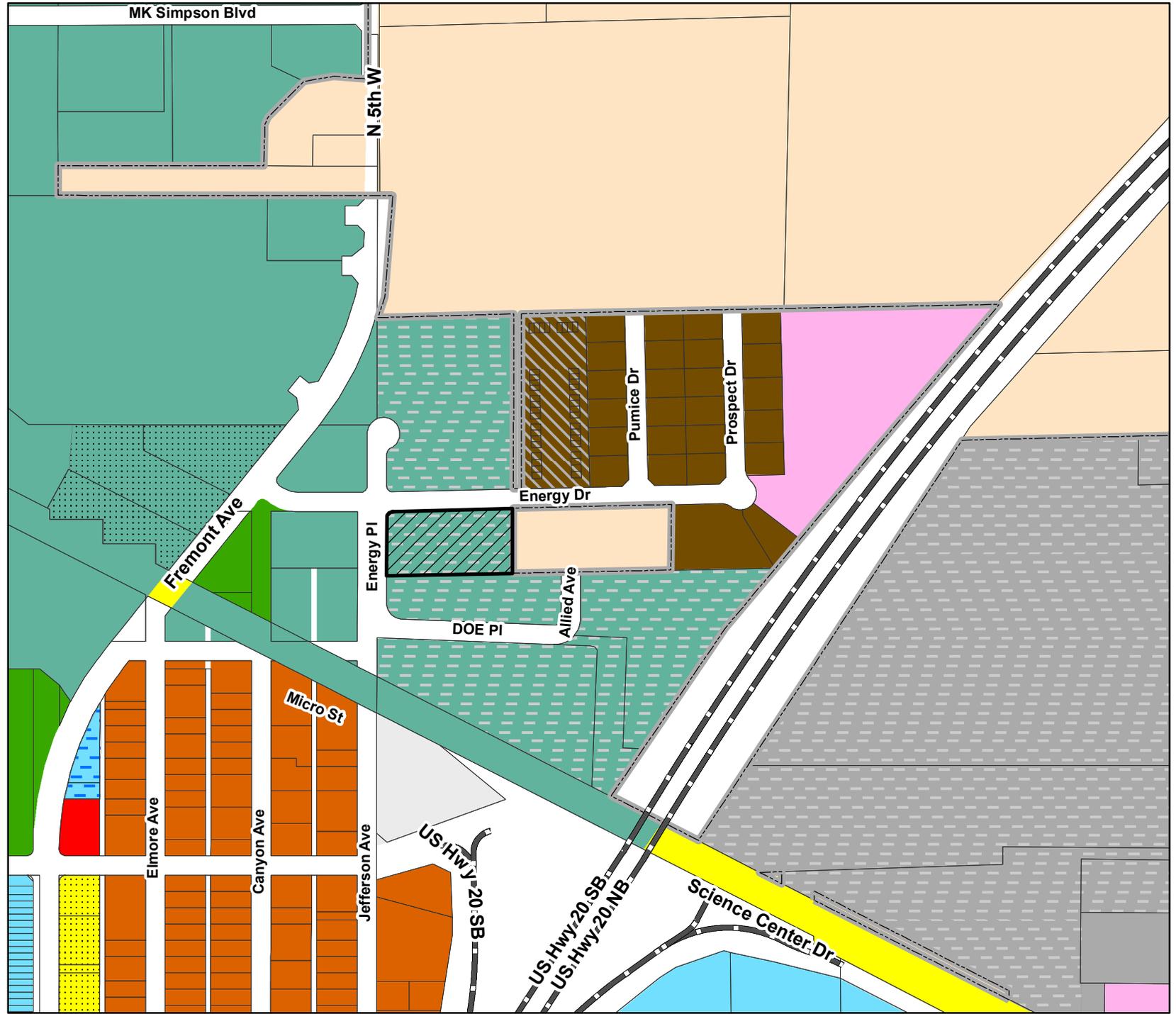
This application and ordinance have been reviewed by Legal Services pursuant to applicable law.

Legend

-  Site
-  City Limits
-  Area of Impact

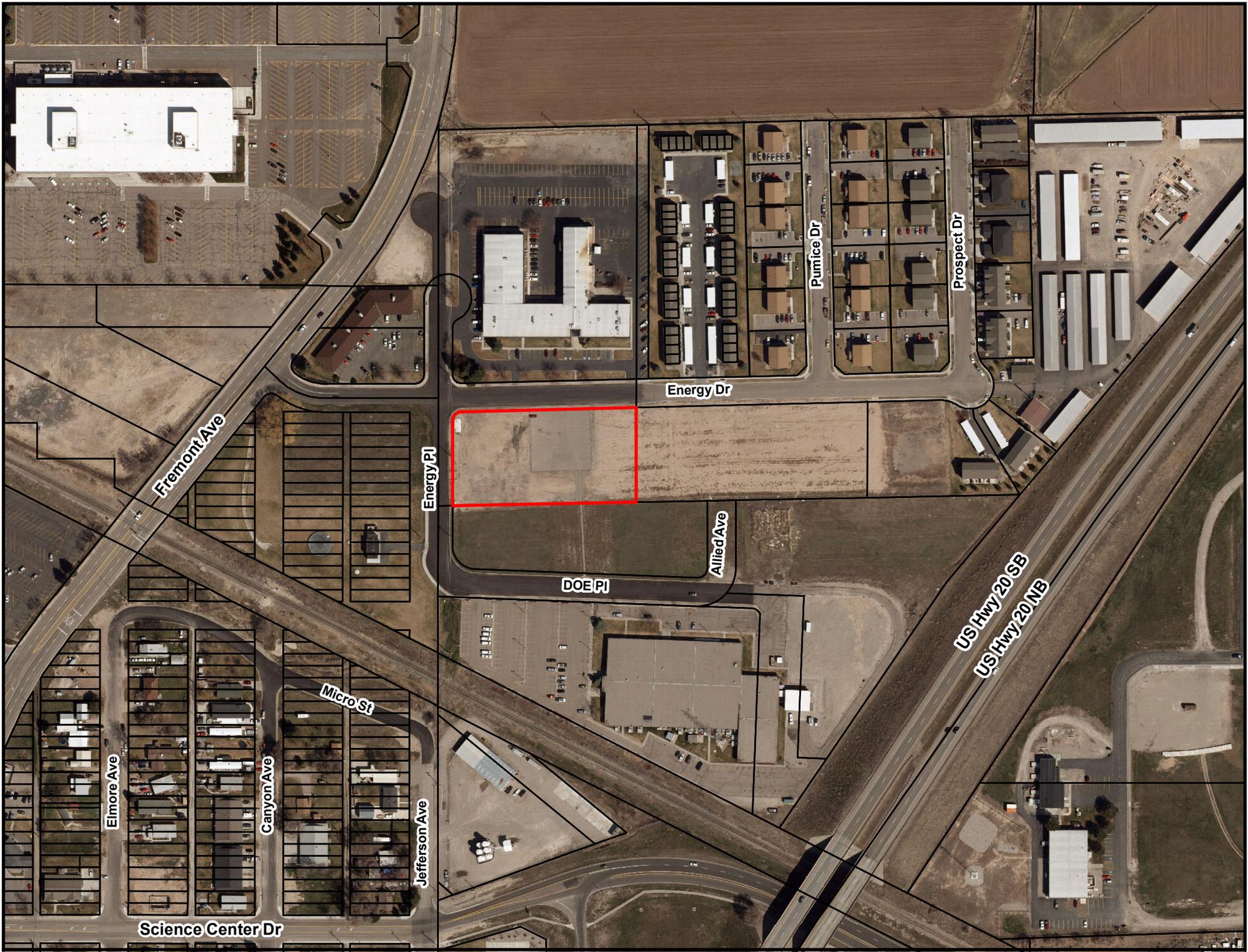
Overlays

-  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





Fremont Ave

Energy PI

Energy Dr

Pumice Dr

Prospect Dr

DOE PI

Allied Ave

US Hwy 20 SB

US Hwy 20 NB

Science Center Dr

Elmore Ave

Canyon Ave

Micro St

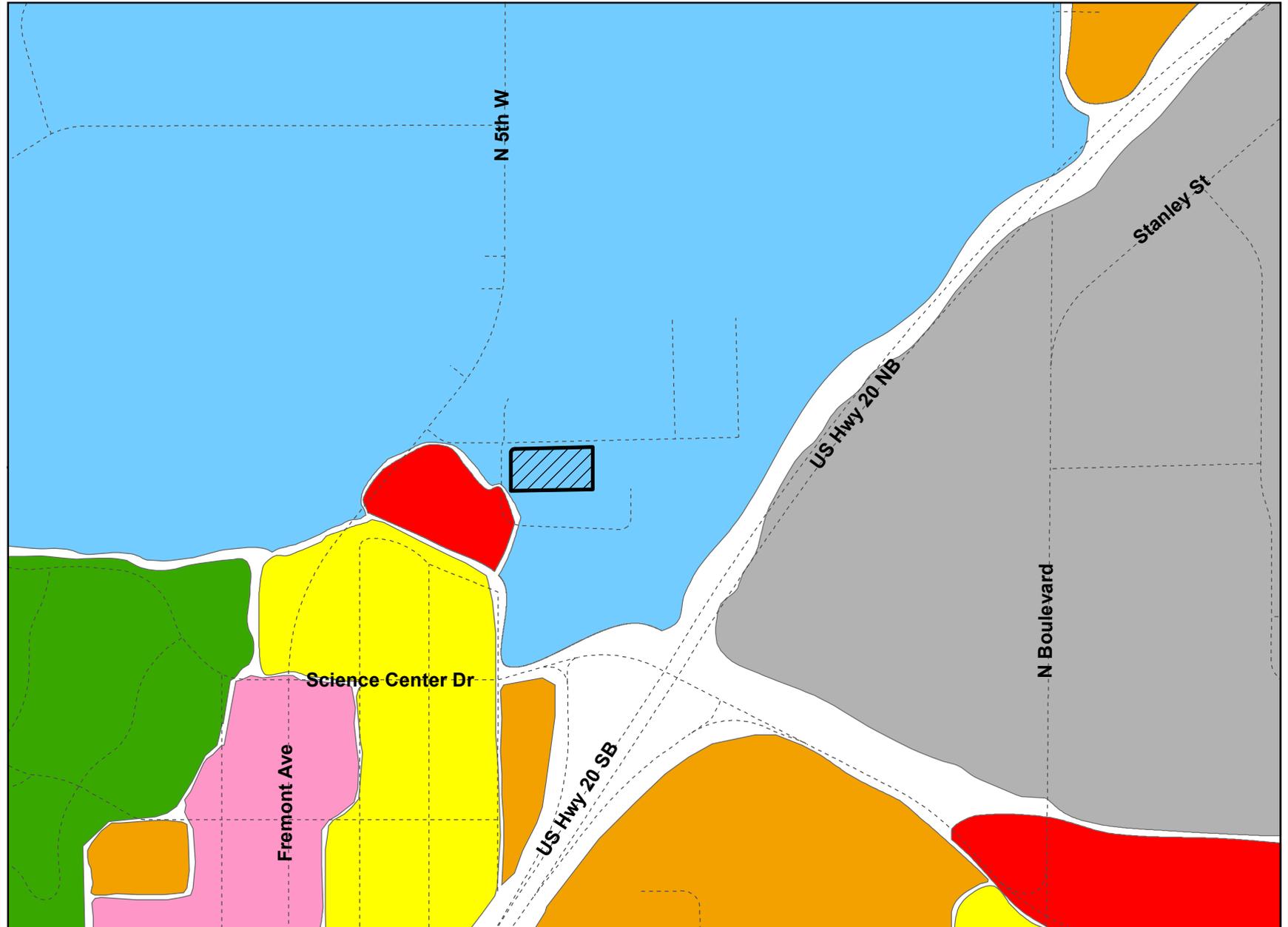
Jefferson Ave

Rezone

RZON20-012 ~ Lot1 Block 2 Energy Plaza

- | | | | | |
|---|--|---|--|---|
|  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 R&D to R3A
Lot 1, Block 2, Energy Plaza
September 1, 2020



Community
 Development
 Services

Applicant: Scratch Development

Project Manager: Kerry Beutler

Location: Generally located north of Science Center Drive, east of Fremont Ave., South of Energy Dr, west of US Highway 20.

Size: 1.76 acres

Zoning:
 North: R&D
 South: R&D
 East: R3A (Proposed)
 West: R&D

Existing Zoning: R&D

Proposed Zoning: R3A

Existing Land Uses:
 Site: Vacant
 North: Office
 South: Vacant
 East: Vacant
 West: Well Site

Future Land Use Map: Higher Education Centers

- Attachments:**
1. Comprehensive Plan Policies
 2. Zoning Information
 3. Maps and Aerial

Requested Action: To recommend approval of the rezone from IM, Industrial and Manufacturing, to R3A, Mixed Use Residential to the Mayor and City Council.

History: The property was annexed and zoned I&M-1, Industrial and Manufacturing in 1979. A small parking lot was developed on the property in 1990. This area, including the area across Fremont Ave., was changed from I&M-1 to R&D, Research and Development in 2018 as part of adoption of the new zoning ordinance. The primary use of the land in the R&D Zone is a center for research, development, and higher education. This designation seemed more consistent with the development that was occurring around the university campus and INL facilities in the area.

Staff Comments: The property is located south of and adjacent to Energy Drive, east of Fremont Avenue. This area has developed with a mix of residential and commercial uses as well as public facilities, with a city well site to the west.

The requested zoning is R3A, Residential Mixed Use. The Comprehensive plan identifies this area as Higher Education Center. Higher education/research center are defined in the plan as college facilities, office complexes, research laboratories, and limited support services such as apartments, restaurants, copy centers and other business support services. The R3A Zone is consistent with this designation as it allows for both residential and professional services. The allowance for mixed use is consistent with surrounding land uses as well with a mix of residential and office space.

Ownership of this parcel is the same as the parcel immediately to the east, which is being annexed with a request for an initial zoning of R3A. The parcels are intended to be developed together with a mix of uses. Uniform zoning is necessary to allow for development and adjustment of future property lines. Allied Avenue will be required to be extended to the north dividing the property in two.

The surrounding R&D Zoning is problematic for the narrow undeveloped lots along Energy Drive. The R&D Zone requires a 30 foot setback and landscape strip adjacent to public streets. With the extension of Allied Avenue this would apply on multiple sides of the property. The parcel is currently only 200 feet deep. The R3A Zone requires a 15 foot setback and landscape strip which will be more accommodating for development of the parcels. The R3A will also allow for transition between the R&D and R3 Zones.

Staff Recommendation: Staff recommends approval of the rezone to R3A as it is consistent with the policies of the Comprehensive Plan and existing land uses in the area.

Rezoning

Considerations: Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

Criteria for Rezoning Section 11-6-5(I) of Ordinance	Staff Comment
The Zoning is consistent with the principles of City's adopted Comprehensive Plan, as required by Idaho Code.	The Comprehensive Plan shows this area as Higher Education Center. Higher education/research center are defined in the plan as college facilities, office complexes, research laboratories, and limited support services such as apartments, restaurants, copy centers and other business support services. The R3A Zone is consistent with this designation as it allows for both residential and professional services.
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.	Traffic generation from R&D to R3A should be very similar and not require street widening, turning lanes, etc. The transportation network in this area is good with access to Fremont Avenue, a minor arterial. The R3A Zone would also allow both residential and professional service development. It's very likely that those living in this area also would work nearby, potentially eliminating the need to commute for work.
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.	Rezoning to R3A will not have an impact on infrastructure in the area.
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties.	Staff is unaware of specific nuisances or hazards related to the rezone if the property is developed under the R3A Zone.
Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment.	There continues to be more development along MK Simpson Blvd. needing the development of other support services and residential uses in the area. This property is within the area transitioning between office uses and residential uses.
Zoning Application Questions:	Applicant's response:
Explain how the proposed change is in accordance with the City of Idaho Falls Comprehensive Plan.	The proposed change is to facilitate the construction of a 40,000 sf office building to accommodate a government contractor's office needs. The project will generate 200+ jobs within the city's core and will bring opportunity to develop the surrounding land as housing aimed at providing a positive live, work environment for the new employees.
What changes have occurred in the area to justify the request for rezone?	As part of this re-zone application we applying to annex the adjacent parcel from the county. This application and the annexation application are for an R3A Zoning that provides the needed office and residential uses to do a true walkable live, work environment, adding to the campus feel of the surrounding area.

Are there existing land uses in the area similar to the proposed use?	Yes - north of the parcel are townhomes. South and east there are offices/employment centers. The parcel adjacent to the east is applying for annexation with the same zoning designation.
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	Yes - between this parcel and the parcel we are annexing adjacent, we can accommodate the office bldg. and required parking. With the setbacks/landscaping req. We would have in the R3A Zone, we can accommodate both the office and housing on the 2 parcels.

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls.

New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. (p. 40)

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. (p. 43)

Plan for different commercial functions within the City of Idaho Falls. (p.46)

Buffer commercial development, including services, from adjacent residential development. (p. 49)

People have told us they want a community of convenience where walkways and bikeways link residential areas to centers of employment and business. They want to be able to move quickly and easily across the community by vehicle. Residential areas are to be near to employment and business but shielded from traffic, noise, and glare. (p. 60)

Higher education/research center College facilities, office complexes, research laboratories, and limited support services such as apartments, restaurants, copy centers and other business support services. (p. 63)

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

Zoning:

11-3-3: PURPOSES OF RESIDENTIAL ZONES.

(G) 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.

11-3-9: PURPOSE OF SPECIAL PURPOSE ZONES.

(A) R&D Research and Development Zone. This zone provides a special purpose zone in which the primary use of the land is a center for research, development, and higher education. This Zone should be located close to transportation, public utilities and other facilities necessary to support research and

development and higher education facilities. This Zone is also characterized by attractively designed buildings and off -street parking lots situated among, trees, shrubs and other landscape features.

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
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*
Lot Coverage, Building Height, and Density								
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 ft²), 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 ft²) 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 ft²) in order to encourage a mix of lot sizes and dwelling types. (Ord. 3210, 8-23-18)

Table 11-3-7: Dimensional Standards for Special Zones

	R&D	P
Site Area- Minimum in acres	30*	1*
Setbacks – Minimum in ft.		
Front	30	30
Side	0/ 20 *	20
Rear	0/ 20 *	30
Building Height- Maximum in ft.	see sub-section (3) below*	35
Lot Coverage- Maximum in %	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-10A (1-4) of this Zoning Code.		

September 1, 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, Arnold Cantu

MEMBERS ABSENT: None.

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Brent McLane; Brian Stevens and interested citizens.

CALL TO ORDER: Natalie Black called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES:

Hicks moved to approve the August 4, 2020 Minutes with the requested typo corrections, Morrison seconded the motion and it passed unanimously.

Public Hearing(s):

2. RZON 20-012: REZONE. Rezone from R&D to R3A. Lot 1, Block 2 Energy Plaza.

Black opened the public hearing

Applicant: Jonny Arbuckle, Scratch Development. Arbuckle is requesting a rezone from R&D to R3A. Arbuckle gave background on what they are trying to do and why. Arbuckle is working with a group that is bringing 200 jobs to Idaho Falls. Arbuckle stated that they have been in competition with surrounding Cities. Arbuckle stated that the next agenda item is annexation request for the parcel to the east of lot 2 that will be part of the development. Arbuckle stated that the deep setbacks in the R&D zone it creates a buffer on all sides of the property due to Energy Place to the west, Energy Drive to the north, and Allied Ave., which is part of the project and will extend to the north and connect through to Energy Drive. And the R&D zone requires significant setbacks along every road, and they are unable to accommodate the building they need to build, along with the parking requirements. Arbuckle stated that the request to rezone is due to the need for a more flexible zoning that has a lessor set back from the street which would accommodate the office building they intend, as well as the parking that is required. Arbuckle stated that the R3A is in line with the land use surrounding the development with the intention to have a mix of office, research, housing, and services. Arbuckle is hoping to provide some housing that could serve as a true live/work environment for some of the employees. Arbuckle stated that the surrounding uses and zoning include residential to the north west of this parcel. Arbuckle stated that their office use will fit in with the property to the north of Energy Drive and the property to the south of DOE Place. Arbuckle feels it is a good fit for

the area and will comply with the Comprehensive Plans intentions for the area. Arbuckle stated they are simply looking for relief from the setbacks to accommodate their use, and their future desire to add housing to make it a live/work area.

Beutler presented the staff report, a part of the record.

No one appeared in support or opposition and no letters were received by staff.

Applicant: Jonny Arbuckle. Arbuckle stated that the building north of Energy Drive is also owned by the same land owner that owns this property and he is part of the project and is on board with the development, so any needs for overflow parking he would be aware, and that concern has not been raised.

Black closed the public hearing.

Dixon stated that because there is residential in the area and a mix of residential and office is what the comprehensive plan calls for, and the R3A supports both residential and office, so he has no problem with the proposal, but is concerned where 200 people will park.

Morrison is in support of this proposal.

Black stated that R3A makes sense in this area and agrees with Dixon.

Hicks moved to recommend to the Mayor and City Council approval of the Rezone from R&D to R3A for Lot 1, Block 2 Energy Plaza. Denney seconded the motion. Black called for roll call vote: Dixon, yes; Wimborne, yes; Morrison, yes; Hicks, yes; Romankiw, yes; Denney, yes; Cantu, yes. The motion passed unanimously.

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 1.76 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R&D ZONE TO R3A ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is R3A Zone for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Higher Education Center” 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 September 1, 2020, and recommended approval of zoning the subject property to R3A Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 24, 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:

1.76 Acres of Lot 1, Block 2, Energy Plaza

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned “R3A” 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 1.76 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R&D ZONE TO R3A ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REZONE FROM R&D TO R3A OF LOT 1, BLOCK 2, ENERGY PLAZA, GENERALLY LOCATED NORTH OF SCIENCE CENTER DRIVE, EAST OF FREMONT AVE., SOUTH OF ENERGY DR, WEST OF US HIGHWAY 20.

WHEREAS, the applicant filed an application for rezoning on August 1, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on September 1, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 24, 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 generally located north of Science Center Drive, east of Fremont Ave., South of Energy Dr, west of US Highway 20.
3. The Comprehensive Plan designation for this area is Higher Education Centers. Higher education/research center are defined in the plan as college facilities, office complexes, research laboratories, and limited support services such as apartments, restaurants, copy centers and other business support services.
4. The requested R3A Zone is consistent with the Higher Education Centers designation.
5. The Planning and Zoning Commission recommend approval of the rezone from R&D to R3A Zone.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Rezone.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2020

Rebecca L. Noah Casper, Mayor



MEMORANDUM

FROM: Brad Cramer, Director

DATE: Monday, September 14, 2020

RE: Rezone from I&M to R3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: Lots 3, 4, and 5, Block 1, McNeil Business Park Division 2, SE ¼, Section 25, T 2N, R37.

Council Action Desired

- Ordinance
- Resolution
- Public Hearing

- Other Action (Approval, Authorization, Ratification, etc)

1. Approve the Ordinance Rezoning M&B: Lots 3, 4, and 5, Block 1, McNeil Business Park Division 2, SE ¼, Section 25, T 2N, R37 from I&M to R3A 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 I&M to R3A of M&B: Lots 3, 4, and 5, Block 1, McNeil Business Park Division 2, SE ¼, Section 25, T 2N, R37, and give authorization for the Mayor to execute the necessary documents.

Description, Background Information & Purpose

Attached is the application for Rezoning from I&M to R3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: Lots 3, 4, and 5, Block 1, McNeil Business Park Division 2, SE ¼, Section 25, T 2N, R37. The Planning and Zoning Commission considered this item at its September 1, 2020 meeting and recommended approval by a 5-1 vote with one abstention. Although the motion passed by a fairly wide margin, the discussion was not as unanimous. Staff highly recommends a careful review of the minutes for this item.

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 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

NA

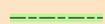
Fiscal Impact

NA

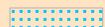
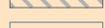
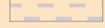
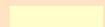
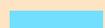
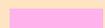
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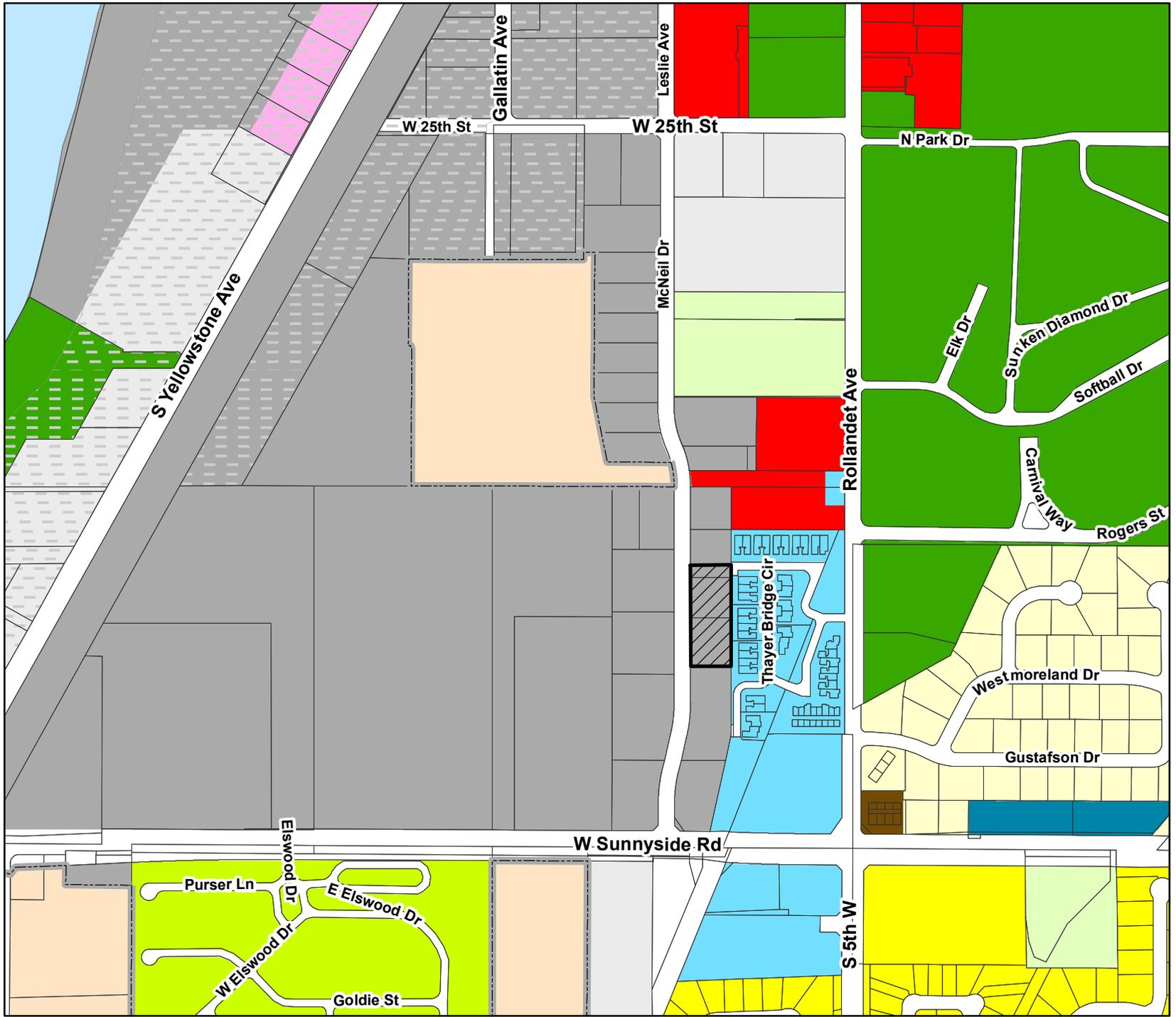
This application and ordinance have been reviewed by Legal Services pursuant to applicable law.

Legend

-  Site
-  City Limits
-  Area of Impact

Overlays

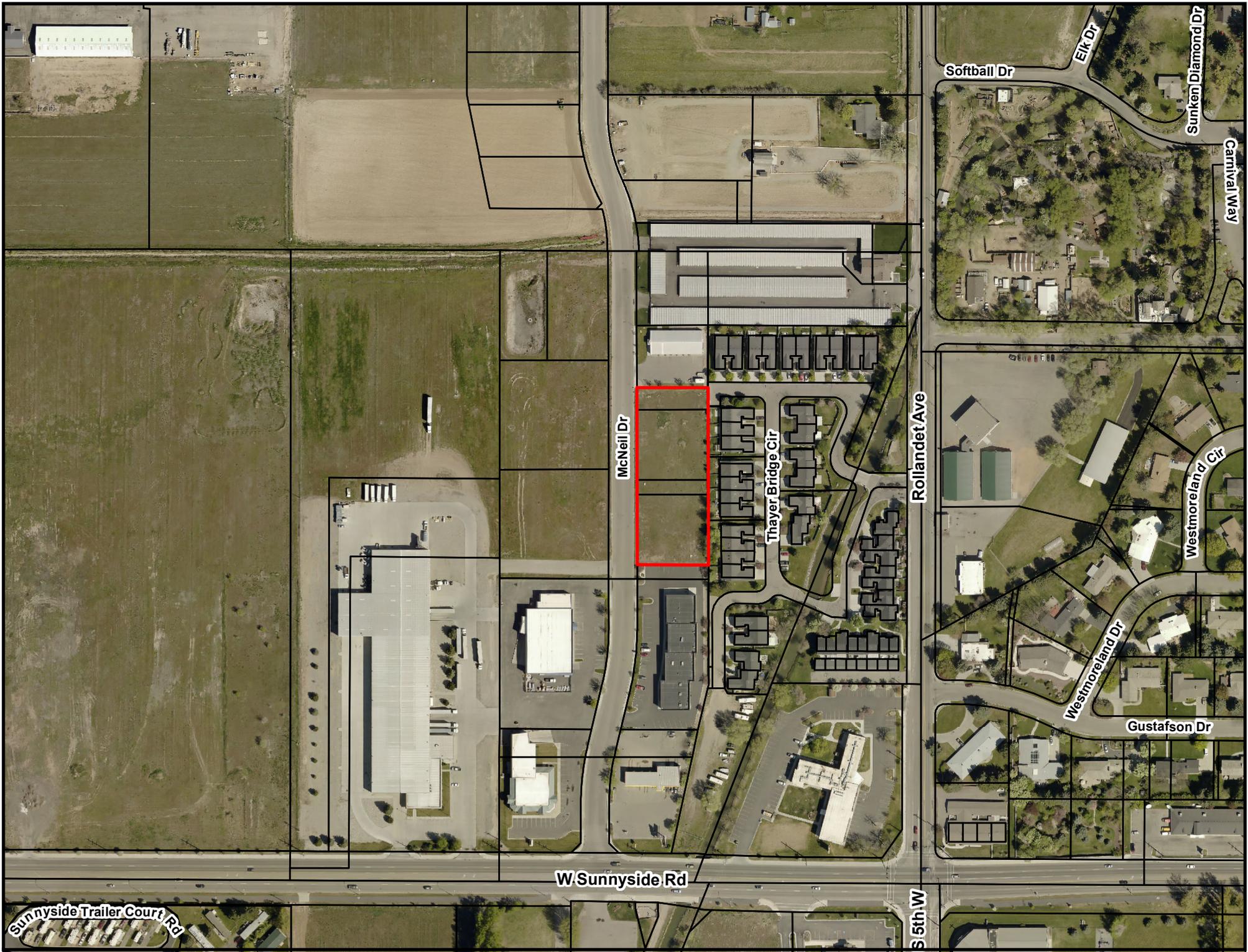
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-  RMH
-  R3
-  R3A
-  PB
-  DT
-  CC
-  LC
-  HC
-  R&D
-  LM
-  I&M
-  P



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 City Annex Building
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 Idaho Falls, ID 83402
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McNeil Dr

Thayer Bridge Cir

Rollandet Ave

W Sunnyside Rd

S 15th W

Sunnyside Trailer Court Rd

Softball Dr

Elk Dr

Sunken Diamond Dr

Carnival Way

Westmoreland Cir

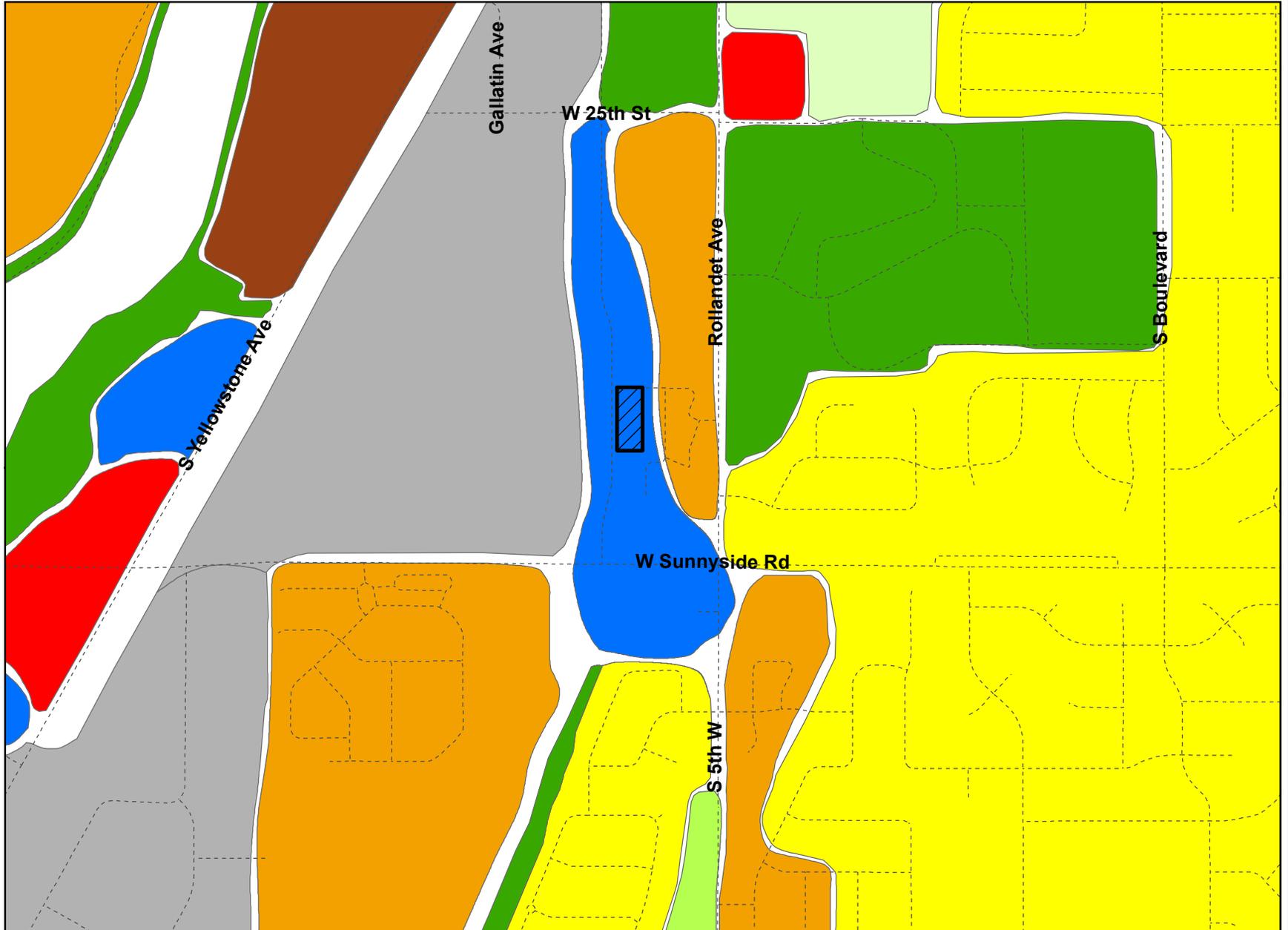
Westmoreland Dr

Gustafson Dr

Rezone RZON20-010 ~ I&M to R3A Lots 3, 4, and 5, Block 1 McNeil Business Park Division 2, SE 1/4, Sec 25, T 2N R37

- | | | | | |
|---|--|---|--|---|
|  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 | |

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Idaho Falls, ID 83402
(208) 612-8276



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
REZONE FROM IM to R3A
Lots 3, 4, and 5, Block 1 McNeil Business Park Division 2
September 1, 2020



Community
Development
Services

Applicant: Victor Sutherland

Project Manager: Brent McLane

Location: Generally located North of W Sunnyside Rd. East of S Yellowstone Ave. South of W 25th St. West of Rollandet Ave.

Size: 1.35 acres

Existing Zoning:

Site: IM
North: IM
South: IM
East: R3A
West: IM

Existing Land Uses:

Site: Vacant
North: Commercial
South: Commercial
East: Residential
West: Vacant

Future Land Use

Map: Employment Center and Higher 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 IM, Industrial and Manufacturing, to R3A, Mixed Use Residential to the Mayor and City Council.

Staff Recommendation: The R3A Zone is consistent with the policies of the Comprehensive Plan and existing land uses in the area. The R3A zone allows for a mix of both residential and commercial uses.

Staff Comments: The Future land use map shows this area on the border of Commercial Center and Higher Density Residential. The requested R3A Zone is consistent with these designations. Existing land uses in the area are mixed between residential, professional services, storage units, and industrial. The R3A Zone would be in keeping with the existing land uses in this area.

The Comprehensive Plan encourages allowing for a number of modestly sized sites to offer a greater choice of locations for industry and employers. Removing the IM designation reduces the number of properties available for heavier commercial and light industrial uses. These particular lots are difficult to develop as industrial uses due to the narrowness of the lots and the closeness of the residential on the east. When the setbacks are enforced and buffers between industrial and residential are in place the allowable area creates a lot that is difficult to develop individually.

(continued on next page)

Residential development here would most likely be higher density development. The Comprehensive Plan provides for higher density housing to be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors. McNeil Drive is a 60-foot-wide local street, but within close proximity to Sunnyside Road, a Major Arterial.

If this property were developed for residential purposes it would be near basic services (parks, banking, etc.) as well as employment centers. If residential were developed here there is also the potential for heavy commercial traffic to now move through a partial residential area. This has the potential to create conflicts or nuisances where there is now a mix of traffic types, where before there wasn't. Effective design, including development standards currently required by the zoning ordinance, can minimize negative impacts.

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)

Understand the demand for industrial uses in our community. There are many types of heavy commercial or industrial uses in a community. Just as the retail market has demanded new types of facilities in different locations, the industrial market has changed. In most communities, the demand has moved to a campus like setting for manufacturing, warehousing and distribution, and research and development. The North Boulevard – Technology Drive area was created to provide this type of environment but the remaining land is limited. University Boulevard in northern Idaho Falls may provide this type of facility for research and development. The area south of York Road was annexed and zoned for light industry but the need has not materialized on this site. Land in the northeast of the City near Yellowstone Highway also has railroad access. We need to identify our industrial potential as a community, develop criteria for the sites needed, identify the applicable locations, and protect those areas. (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)

Revise the zoning ordinance to encourage the creation of employment centers. Employment centers are an extension of industrial and office parks carefully planned to facilitate interaction between light industrial uses, offices, and limited commercial activities. Such centers offer services for the employee and visitor, such as day care centers, restaurants, and business services. The zones which have been used for employment centers are M-1, R&D-1, and C-1 as well as PB. Again, we need to monitor the results of development to determine if these zones promote the mix of land uses envisioned in this comprehensive plan. (p.52)

Encourage a number of locations in the City for industry and large employers. There should be a number of modestly sized sites to offer employers a greater choice of locations and convenience to employees. (p. 52)

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)

Commercial Retail shops, restaurants, and offices.

Higher density residential Homes, apartments, and condominiums developed at densities of 8 to 35 units per acre.

Rezoning

Considerations: Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

Criteria for Rezoning Section 11-6-5(I) of Ordinance	Staff Comment
The Zoning is consistent with the principles of City's adopted Comprehensive Plan, as required by Idaho Code.	The Comprehensive Plan shows this area as Employment Center and Higher Density Residential. The requested R3A Zone is consistent with these designations.
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.	Uses and traffic generation from IM to R3A should be very similar and not require street widening, etc. The transportation network in this area is very good with access to multiple arterials. The R3A Zone would also allow residential development. Although the traffic patterns would be different if residential development were built here it would not overwhelm the street network.
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.	Rezoning to R3A will not have an impact on infrastructure in the area.

The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties.	Staff is unaware of specific nuisances or hazards related to the rezone if the property is developed commercially. If the property is developed for a residential use there could be the possibility of nuisances from existing adjacent heavy commercial uses.
Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment.	Recently approximately 1.5 acres of ground north on McNeil Dr. was approved by the City Council to be rezoned from RE to LC. The city is now seeing more requests for both commercial and residential development.
Zoning Application Questions:	Applicant's response:
Explain how the proposed change is in accordance with the City of Idaho Falls Comprehensive Plan.	Page 43 refers to apartments being built near service areas and those streets designed to move traffic. Page 17 refers to apartments being built within walking distance to the greenbelt and snake river.
What changes have occurred in the area to justify the request for rezone?	Population increase for Idaho Falls and a desire for people to live near the greenbelt.
Are there existing land uses in the area similar to the proposed use?	Yes, this property backs up to R3A zoning for residential mixed use.
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	Yes, with over an acre of land there is plenty of space for access, parking, and landscaping.

Zoning Ordinance:

11-3-7: PURPOSE OF INDUSTRIAL ZONES

(B) I&M Industrial and Manufacturing Zone. This zone provides an industrial zone in which the primary use of the land is a manufacturing, fabricating, processing, and warehousing. Land zoned I&M should be relatively flat, open land, conveniently located close to transportation, public utilities and other facilities necessary for large employment centers and successful manufacturing operations.

11-3-8: STANDARDS FOR INDUSTRIAL ZONES

(A) Dimensional Standards. Table 11-3-7 Dimensional Standards for the LM and I&M Zones shall be used for determining the minimum site area, minimum setbacks, maximum building height and maximum lot and building coverage in that Zone.

Table 11-3-6: Dimensional Standards for Industrial Zones

	LM	I&M
Site Area- Minimum in acres		
Setbacks – Minimum in ft.		
Front	30	30
Side	0/30*	0/30*
Rear	0/30*	0/30*
Building Height- Maximum	see sub-sections (2) below	
Lot Coverage- Maximum in %	80	
Building Coverage- Maximum in %	50	
*See explanations, exceptions and qualifications that follow in 11-3-8A (1-2) of this Zoning Code.		

- (1) In the LM and I&M Zones, a setback of thirty feet (30') shall be provided from all residential uses, residential zones, the R3A Zone if occupied by residential uses, or from land designated for low or higher density residential in the City's Comprehensive Plan.
- (2) Any structure with a height greater than thirty feet (30') shall be set back seventy-five feet (75') from all residential uses, residential zones, the R3A Zone if occupied by residential uses, or land designated for low or higher density residential in the City's Comprehensive Plan, unless approved as a conditional use by the Planning Commission, as set forth in Section 11-6-5B.
- (3) For 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.

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
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
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*
Lot Coverage, Building Height, and Density								
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 ft²), 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 ft²) 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 ft²) 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
Setbacks – Minimum in ft.		
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.

September 1, 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, Arnold Cantu

MEMBERS ABSENT: None.

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Brent McLane; Brian Stevens and interested citizens.

CALL TO ORDER: Natalie Black called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES:

Hicks moved to approve the August 4, 2020 Minutes with the requested typo corrections, Morrison seconded the motion and it passed unanimously.

Public Hearing(s):

1. RZON 20-010: REZONE. Rezone from I&M to R3A for Lots 3, 4, and 5, Block 1 McNeil Business Park Division 2.

Black opened the public hearing.

Applicant: Blake Jolley, CE, 1150 Hollipark Drive, Idaho Falls, Idaho. Jolley indicated that they want to rezone this area from I&M to R3A. Jolley stated that the parcel is small for I&M and the size makes it difficult to develop I&M with the required setbacks. Jolley stated that R3A would make this parcel easier to develop. Jolley stated that this parcel is next to Thayer Bridge (residential) and R3A has ability to develop higher density housing. Jolley stated that the higher density causes traffic, but this parcel is next to Sunnyside. Jolley stated that the professional offices that are available with R3A it would be good access for professional businesses.

Dixon asked if they are developing as residential have they investigated tying into the Thayer Bridge road network on the north, as that would give Thayer Bridge a second access through McNeil and give the new development access to the light at Sunnyside by going to Rollandet. Jolley indicated that they have not decided how to develop the light, but they will investigate as they get further down the road.

McLane presented the staff report, a part of the record.

No letters were received by staff.

Support/Opposition to Application:

Kurt Burns, 2385 Gallatin, Idaho Falls, Idaho. (Burns was hard to hear online, however his testimony was reiterated by staff). Burns is president of Burns concrete. Burns considers this to be a clear conflict as McNeil is one of their main supply routes with their docking facility on the corner of McNeil and 21st. Burns stated that this area has heavy industrial use. Burns stated that McNeil is the main source for the delivery and supply trucks and McNeil has over 100+ trucks a day from 2:00 a.m. until 7 p.m. Burns believes this would be a conflict with residential uses. Burns stated that McNeil was designed to be a buffer for Thayer Bridge. Burns indicated that other trucks use that road, including Old Dominion. Burns feels that there are already a lot of complaints for the hours of operation they keep. Burns stated that there are future plans that will increase the traffic on McNeil.

Linda Simhardt, 2385 Gallatin, Burns Concrete. (Simhardt was hard to hear online). Simhardt works for Burns Concrete and is opposed to the rezone. Simhardt is concerned about the traffic.

Bob Nobles. His backyard butts up to the property and the property line is 25' away from his backdoor. He is not objected to a development of R3A. He had some concerns regarding the setbacks.

Applicant: Blake Jolley, CE, 1150 Hollipark Dr. Idaho Falls, Idaho. Jolley stated that any development will increase the traffic. Jolley stated that the Comprehensive Plan wants high density residential closer to arterials (Sunnyside). Jolley stated that if this was to develop as industrial, the parcel at just over 1 acre will be difficult and not have much room left after the mandatory setbacks. Jolley stated that if it were R3A it would work as a transition zone between the higher density to the east, and then the industrial could be on the west side of McNeil. Jolley stated that there are multiple ways into McNeil such as W 25th Street, and Sunnyside is not the only access into the industrial lots. Jolley stated that if it is residential, he would assume that the lot would be fenced and there would be some control onto how much access there was onto the street and what is available for tenants.

Black asked about other access to McNeil. Jolley indicated that W 25th Street can access McNeil off of Rollandet, although the development would only have access to McNeil, but from McNeil you could go north to W 25th Street to Rollandet, or south and go to Sunnyside. Black confirmed and Jolley agreed that access would be off of McNeil Drive regardless of the type of development.

Black closed the public hearing.

Dixon asked staff if this is developed as residential would they be limited to the access points onto McNeil Drive. McLane indicated that McNeil is a local street, and there are no access restrictions. McLane stated that currently there are 2 lots, so they could have two access points.

Morrison indicated he has no problem with R3A, and they don't have to decide if its residential or not, just simply look at the zoning potentials.

Hicks feels forced to abstain because he cannot hear any one except Jolley.

Wimborne was able to hear the presenters although they were soft. Wimborne echoed Morrison's comments and thinks this is a perfect place for R3A, and it is in line with current land

uses, and without this zone change there is very little that can happen with the lot. Wimborne is in support of the rezone.

Cramer attempted to summarize the public comment. Cramer stated that the public comments were 2 opposed, and one in support. Cramer stated that the two opposed were related to Burns Concrete to the north (35 acres). Cramer indicated that Burns stated that there are hundreds of trucks per day that go up and down the road for the concrete business and occasionally business goes 24 hours a day. Cramer stated that he is hearing in the room that the connection from 25th is something that the businesses in the area try to avoid because of the Development Workshop.

Black suggested reopening the public hearing because he is now getting additional information.

Black reopened the public hearing.

Kurt Burns, 2385 Gallatin, Idaho Falls, Idaho. Burns repeated his previous testimony. Burns owns the majority of the property in the area, including a 25-acre piece directly across the street from the proposed development. Burns stated that the other majority of the property is owned by PepsiCo that also has heavy truck traffic. Burns stated that the main facility is at the end of McNeil and they have hundreds of trucks per day going down McNeil. Burns stated that they avoid 25th Street connection to McNeil and all returning deliveries come down McNeil to stay away from the Child Development Center due to the handicap crossings, 20 mph speed limit, and the baseball diamonds that have children. Burns feels this is a clear conflict. Burns stated that this needs to be a buffer area to Thayer Bridge. Burns stated that all development in the area is done in the I&M Zone. Burns stated that he has been approached by Melaleuca to put in a major road to service a proposed large delivery distribution center on their property next to PepsiCo. Burns has no problem with offices going in and R3A is a broad zone, but Thayer Bridge and the pressure on Idaho Falls with land prices and low income housing and the high density units that are being allowed to be built, this would be a mistake to put residential here, and it is a huge safety issue.

Bob Nobles, Thayer Bridge. Nobles stated that he previously had stated that the only concern he had is the easement concerning office buildings which is only a 10' easement, and the high density is 25'. Nobles has no object to the R3A. Nobles agreed with Burns that the traffic on the road is heavy at times as it is an industrial area. Nobles has no objection.

Linda Simhardt. Simhardt stated that it is not just Burns concrete, it has all industrial, including Electrical Wholesale, Melaleuca, Arco Electric, as well as Burns traffic. Simhardt believes it is the worst place to put residential. Simhardt feels there is a need for industrial businesses. Simhardt stated that with their truck traffic, and the safety of their drivers trying to avoid residential traffic.

Applicant: Blake Jolley, CE, 1150 Hollipark Drive, Idaho Falls, Idaho. Jolley had nothing to add.

Black closed the public hearing.

Morrison reiterated that they are only changing the zoning, not stating that it will or will not be residential.

Dixon is confused about the setback discussion. Dixon stated that the buildings immediately to the south on the same side of the road they back up against Thayer Bridge, but he doesn't see that they are set back a lot and it gave room for the building and parking. Dixon asked if that building predated Thayer Bridge, so it didn't require the setbacks. McLane clarified that the buildings Dixon is talking about to the south were built not as industrial uses, which would be allowed in the I&M Zone. McLane stated that the setback requirement for the rear of those properties is for an industrial use. Dixon confirmed that the zone allows for a retail use, and with the retail use you don't need the same set back even though the zone is I&M. McLane added that in the code change in 2018 the properties that were built prior to that, and in that Code change the buffer distance was increased between residential and I&M. Dixon confirmed that the same buildings could not be built under today's ordinance with the same set back configuration. McLane confirmed they would need to be farther from the residential.

Black stated that the Commission has discussed infill and they want developers to do infill. Black stated that they need residential and higher density. Black stated that she feels that this is right in the middle of industrial. Black stated that she has voted for housing in other industrial areas, but she feels this is a different atmosphere with the massive trucks and the high volume. Black feels that this is in the middle of industrial. Black acknowledged that R3A could give commercial, but if it is residential then it is poor planning to put it in this area. Black understands that it could take creativity to get industrial or manufacturing on the lot.

Wimborne stated that one of the things that makes R3A unique is because it is a transition zone and while housing is allowed, there are lots of other commercial/office uses that are allowed and R3A gives them the ability to be creative and do things that they cannot do in the I&M zone. Wimborne feels that the R3A zone is appropriate for transition areas.

Hicks stated that it doesn't stop it from being housing, and housing is allowed in R3A. Hicks stated that based on the little he could hear; he is against the rezone.

Morrison moved to Recommend to the Mayor and City Council approval of the Rezone from I&M to R3A for Lots 3, 4, and 5 of Block 1 McNeil Business Park Division 2, as presented. Wimborne seconded the motion. Black called for a vote by roll call: Dixon, no; Wimborne, yes; Morrison, yes; Hicks, abstain; Romankiw, yes; Denney, yes; Cantu, yes. The motion passed 5-1 with one abstaining.

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 1.35 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM I&M ZONE TO R3A ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is I&M Zone for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Employment Centers;" 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 September 1, 2020, and recommended approval of zoning the subject property to R3A Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 24, 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:

1.35 acres Lots 3, 4, and 5, Block 1 McNeil Business Park Division 2, SE ¼, Section 25, Township 2N, Range 37.

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "R3A" 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 1.35 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM I&M ZONE TO R3A ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REZONE FROM I&M TO R3A OF APPROXIMATELY 1.35 ACRES GENERALLY LOCATED NORTH OF W SUNNYSIDE RD., EAST OF S YELLOWSTONE AVE., SOUTH OF W 25TH ST., WEST OF ROLLANDET AVE.

WHEREAS, the applicant filed an application for rezoning on July 2, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on September 1, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 24, 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 1.35 acres north of W. Sunnyside Rd., east of S. Yellowstone Ave., south of W 25th St., west of Rollandet Ave.
3. The Comprehensive Plan designation for this area as Employment Centers.
4. The requested R3A Zone is not entirely consistent with the Employment Centers designation. The residential uses would be in keeping with the existing land uses in this area. Residential development of the property allowed in the R3A Zone, aligns with Comprehensive Plan policies.
5. The Planning and Zoning Commission recommend approval of the rezone from I&M to R3A 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 I&M to R3A as presented.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2020

Rebecca L. Noah Casper, Mayor