IDAHO FALLS



# City Council Agenda

City of Idaho Falls
Regular Council Meeting
680 Park Avenue

## Thursday
**December 8, 2022**
## 7:30 p.m.

### Mayor

Rebecca Casper

### City Council

Michelle Ziel-Dingman
Council President

Tom Hally
Council Seat 3

John Radford
Council Seat 5

Jim Francis
Council Seat 4

Jim Freeman
Council Seat 6

Lisa Burtenshaw
Council Seat 2

Livestream at www.idahofallsidaho.gov/429/Live-Stream

# PUBLIC PARTICIPATION

Welcome to the Idaho Falls City Council Meeting.

Regularly scheduled City Council meetings are open to the general public. City Council meetings are also live-streamed and archived on the City website. Please be aware that the meeting agenda will differ from the published version if amendments to the agenda are made by the Council during the meeting.

The Council encourages public input. While a general public comment option is not required by Idaho law, the Idaho Falls City Council welcomes general public input as part of regular City Council meetings. General public comment will be allowed for up to 20 minutes. However, citizens are always welcome to contact their Council representatives via e-mail or telephone, as listed on the City website. The Council is committed to an atmosphere that promotes equal opportunity, civility, mutual respect, property decorum and freedom from discrimination or harassment.

Those who wish to address City Council during the council meetings are encouraged to adhere to the guidelines below.

## Public Comment Guidelines

Speakers are encouraged to:

- State their name and city of residence.
- Focus comments on matters within the purview of the City Council.
- Limit comments to three (3) minutes or less.
- Refrain from repeating information already presented to preserve time for others to speak. Large groups are encouraged to select one or two speakers to represent the voice of the entire group.
- Practice civility and courtesy. City leaders have the right and the responsibility to maintain order and decorum during the meeting. Time may be curtailed for those speakers whose comments are profane or disruptive in nature.
- Refrain from comments on issues involving matters currently pending before the City's Planning and Zoning Commission or other matters that require legal due process, including public hearings, City enforcement actions, and pending City personnel disciplinary matters.
- Comments that pertain to activities or performance of individual City employees should be shared directly with the City's Human Resources Director (208-612-8248), the City's Legal Department (208-612-8178) or with the Office of the Mayor (208-612-8235).

## Public Hearing Guidelines

- In-person Comment. Because public hearings must follow various procedures required by law, please wait to offer your comments until comment is invited/indicated. Please address comments directly to the Council and try to limit them to three (3) minutes.
- Written Comment. The public may provide written comments via postal mail sent to City Hall or via email sent to the City Clerk at IFClerk@idahofalls.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 forty-eight (48) hours prior to the date of the hearing to ensure inclusion in the permanent City record.
- Remote Comment. When available, the public may provide live testimony remotely via the WebEx meeting platform using a phone or a computer. Those desiring public hearing access should send a valid and accurate email address to virtualattend@idahofalls.gov no later than twenty-four (24) hours prior to the date of the hearing so log-in information can be sent prior to the meeting. Please indicate which public hearing the testimony is intended for on the agenda. Please note that this remote option will not be available for all meetings.

**If communication aids, services, or other physical accommodations are needed to facilitate participation or access for this meeting, please contact the City Clerk at (208) 612-8414 or the ADA Coordinator at (208) 612-8323 not less than 48 hours prior to the meeting. They will help accommodate special needs wherever possible.**

# City Council Meeting

## Agenda

680 Park Avenue
Idaho Falls, ID 83402

**Thursday, December 8, 2022** **7:30 PM** **City Council Chambers**

**1. Call to Order.**

**2. Pledge of Allegiance.**

**3. Public Comment.**

Please see guidelines above.

**4. Consent Agenda.**

Any Consent Agenda item may be moved to the Regular Agenda for separate consideration if requested by a Council member. Other changes to this agenda may require the approval of a majority of Council.

**A.** Office of the Mayor

**1)** Appointments to City Boards, Committees and Commissions **21-744**

Attached please find memoranda from Directors PJ Holm and Brad Cramer in reference to the respective reappointments and appointments to the following boards, commissions, and committees:

| Name | Expires | Status |
|---|---|---|
| Scott Geddes | 12/31/2028 | Appoint: Planning and Zoning Commission |
| Dale Storer | 12/31/2027 | Appoint: Planning and Zoning Commission |
| Bill Scott | 12/31/2025 | Appoint: Planning and Zoning Commission |
| Forrest Ihler | 12/31/2024 | Appoint: Planning and Zoning Commission |
| Marsha McDaniel | 12/31/2028 | Appoint: Planning and Zoning Commission |

| Name | Expires | Status |
|---|---|---|
| Bill Combo | 12/31/2025 | Reappoint: Parks and Recreation Commission |
| Tom Hersh | 12/31/2025 | Reappoint: Parks and Recreation Commission |
| Christopher White | 12/31/2025 | Reappoint: Parks and Recreation Commission |
| Rick Carosone | 12/31/2025 | Reappoint: Golf Advisory Board |
| Robert Skinner | 12/31/2025 | Reappoint: War Bonnet Round Up Advisory Board |

Citizens Scott Geddes, Dale Storer, Bill Scott, Forrest Ihler, and Marsh McDaniel have a desire to serve. Each of their applications was reviewed with care by Community Development Services Director Cramer and Chief of Staff Bud Cranor. We feel this group of individuals will serve this community well.

Citizens Bill Combo, Tom Hersh, Christopher White, Rick Carosone, and Robert Skinner desire to continue their service and come recommended by Parks and Recreation Director PJ Holm. They have thus far served well in promoting the goals and objectives of the boards, committees, and commissions on which they serve. I anticipate they will continue to make positive contributions to the good work of the city.

I am confident these volunteers meet the criteria set forth in City Code. Your vote is requested giving consent to these appointments/reappointments at the regular City Council Meeting on Thursday, December 8, 2022. If you have questions, please feel free to contact me, Chief of Staff Bud Cranor, or Directors Holm and Cramer.

**Attachments:** Parks and Rec Memorandum.pdf
CDS Memorandum.pdf

**B. Fire Department**

**1)** Mountain America Center Service Agreement **21-740**

This service agreement will allow the Fire Department to provide professional emergency medical services and emergency ambulance transportation services on a standby basis during the events held at the Mountain America Center.

**Attachments:** Service Level Agreement - Event Center EMS 12.1.22.pdf

**2)** Wittman Enterprises, LLC Billing and Collection Services Agreement **21-741**

Wittman Enterprises, LLC has been under contract for ambulance billing services over the last eight years. The current agreement allows for yearly extensions. It is the recommendation of the Fire Department to extend the existing professional services agreement for a period of five (5) years. This agreement extension includes an update to the agreed upon billing consulting service rate and the addition of GoSB collection services for motor vehicle accident-related billing.

**Attachments:** Wittman Second Amendment 2022.pdf
Wittman 2018 Agreement & First Amendment.pdf

**C. Municipal Services**

**1)** Annual Microsoft Software Product License Purchase for Information Technology **21-726**

The annual purchase of Microsoft software licenses is required for maintaining city network operations.

**Attachments:** MS_Annual Microsoft License Renewal 12464.80-22716327.pdf
MS_Annual Microsoft Software License Renewal - 151368.28-22652348.pdf

**2)** Treasurer's Report for October 2022 **21-735**

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending October 2022, total cash, and investments total $152.3M. Total receipts received and reconciled to the general ledger were reported at $23.4M, which includes revenues of $21.9M and interdepartmental transfers of $1.5M. Total distributions reconciled to the general ledger were reported at $22.6M, which includes salary and benefits of $6.3M, operating costs of $14.8M and interdepartmental transfers of $1.5M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at $143.3M.

**Attachments:** October Treasurer's Report- 12-8-22.pdf

**3)** 2022 Second Quarter Impact Fee Report **21-739**

Ordinance 3446 requires quarterly and annual reports to be provided to the Impact Fee Advisory

Committee and Council. The attached report summarizes the impact fee activity for the second quarter beginning September 1, 2022 - November 30, 2022, for a total of $472,257.79.

**Attachments:** Second Quarter Impact Fee Summary Report 12-1-22.pdf
TrakIT Second Quarter System Report 12-1-22.pdf

**4)** License Applications, all carrying the required approvals

***Action Item:***

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

**5. Regular Agenda.**

**A.** Office of the Mayor

**1)** Appointment of City Treasurer **21-743**

I respectfully request confirmation of the appointment of Mark Hagedorn to the position of City Treasurer. Attached, please find a memorandum from Municipal Services Director Pamela Alexander recommending him for this position.

The duties and responsibilities of the City Treasurer are currently outlined in Title 3, Chapter 3 of Idaho Falls City Code. The appointive process and related duties are also referenced in Title 1, Chapter 7.

As you may know, the Treasurer oversees all collections throughout the city. The City Treasurer also manages the city's investment portfolio and serves on the city's investment committee. These and other Treasury-related duties will be performed in addition to Mr. Hagedorn's current responsibilities. Additional reorganization and streamlining of the City's financial operations are anticipated as indicated in the memorandum from Director Alexander.

Mr. Hagedorn has a long and impressive track record as the City Controller as well as in other City roles encompassing a wide variety of financial management duties within the city including budgeting, payroll, accounts payable, risk management and purchasing. Given his excellent track record and outstanding financial skills and abilities, I am confident Mr. Hagedorn will be successful in assuming the new duties of City Treasurer.

***Action Item:***
Confirm the appointment of Mark Hagedorn to be the Idaho Falls City Treasurer (or take other action deemed necessary)

**Attachments:** 2022 City Treasurer Recommendation from MS.docx

**2)** Appointment of City Clerk **21-742**

I respectfully request City Council confirmation of the appointment of Ms. Corrin Wilde to the position of Idaho Falls City Clerk. Attached, please find the memorandum of recommendation from Municipal Services Director Pamela Alexander in addition to a personal résumé outlining the expertise and experience Ms. Wilde brings to this position. The appointive process and specific duties of the City Clerk are currently referenced in Title 3, Chapter 3 of City Code, as well as in Title 1, Chapters 7 and 15.

A thorough process was conducted to select Ms. Wilde for this position. She was among 42 candidates who

originally applied for consideration. Her application was selected to proceed through the initial screening process to be interviewed for the role.

The initial interview panel consisted of Councilwoman Lisa Burtenshaw, Municipal Services Director Pamela Alexander and Chief of Staff Bud Cranor. That panel selected Ms. Wilde and two other candidates to proceed to a second round of interviews with two members of the original committee, Bud Cranor and Pamela Alexander, as well as my Executive Assistant Carla Bruington, Community Development Director Brad Cramer and myself.

All were impressed by her experience in areas such as public records, customer service, code enforcement, licensing, and public meetings as well as her familiarity with existing city software systems and processes. That, combined with her history of seeking process improvements, leadership and willingness to be proactive in seeking new and innovative ways to improve the office, helped her stand out from a very qualified group of finalists. In addition, her previous work here at the city helping to fill in with deputy city clerk duties has given her a unique understanding of the position and will accelerate her transition into the role. I believe Idaho Falls will be well served now and in the future with Ms. Wilde in the position.

***Action Item:***
Confirm the appointment of Ms. Corrin Wilde to be the Idaho Falls City Clerk (or take other action deemed necessary).

**Attachments:** Corrin Wilde Recommendation Memo from Pam Alexander
Resume for Corrin Wilde

**B.** Municipal Services

**1)** Amend City Ordinance - Title 3, Chapter 3 and Title 1, Chapter 15 of City Code **21-713**

These amendments expand operational efficiencies by amending Title 3, Chapter 3, and Title 1, Chapter 15, Section 7 of the City Code to consolidate City Clerk responsibilities and move the Clerk position out of the Municipal Services Department.

***Action Item:***
Approve the changes to Title 3, Chapter 3 to reorganize Municipal Services Department responsibilities and approve the changes to Title 1, Chapter 15 to describe City Clerk status and duties 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 take other action deemed appropriate).

**Attachments:** Ordinance - Title 1 Ch 15; Title 3 Ch 3 Clerk 11.30.22.pdf
Ordinance

**C.** Police Department

**1)** Ammunition Purchase Authorization **21-734**

Ammunition for Police firearms training has been increasingly difficult to acquire. In the past we have made two purchases per year, but most recently, the time it took to receive the ammunition left us unable to provide some training. Therefore, we are purchasing all ammunition at once to ensure continuity of officer training. This is a standard purchase t item for the department.

***Action Item:***

Approve the purchase of training ammunition for the IFPD in the amount of $91,647.85 (or take other action deem appropriate).

**Attachments:** Quotes and requisition.pdf

**D. Community Development Services**

**1)** Legislative Public Hearing: Amendments to City Code Title 11, Zoning Code **21-736**

On November 1, 2022, the Planning and Zoning Commission voted to recommend approval of the amendments of Title 11, the City's Zoning Code, to the Mayor and City Council with recommended changes. The commission recommended that dwellings on upper floors in the R&D zone not be allowed if the main floor is a laboratory and that in-home day cares with outside employees must provide additional parking. The recommendation passed by a vote of 3 to 1. Staff does not agree with the recommended changes from the Commission for reasons outlined in the attached staff report and requests the Ordinance be passed as originally drafted. The attached ordinance does not include the recommended P&Z adjustments.

***Action Item:***

Approve the Ordinance amending City Code Title 11, Zoning Code, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

**Attachments:** Staff Report.docx
PC Minutes.docx
ITD Email
Ordinance

**2)** Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Loock Subdivision Division 1. **21-737**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Loock Subdivision Division 1. The Planning and Zoning Commission considered this item at its June 7, 2022, meeting and unanimously voted to recommend approval of the final plat as presented. Staff concurs with this recommendation.

***Action Item:***

1. Approve the Development Agreement for the Final Plat for Loock Subdivision Division 1 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept the Final Plat for Loock Subdivision Division 1 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Loock Subdivision Division 1 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** Zoning Map
Aerial
Final Plat
Staff Report
PC Minutes
Reasoned Statement
Development Agreement

**3)** Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Loock Subdivision Division 2. **21-738**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Loock Subdivision Division 2. The Planning and Zoning Commission considered this item at its July 5, 2022, meeting and unanimously voted to recommend approval for the final plat as presented. Staff concurs with this recommendation.

***Action Item:***

1. Approve the Development Agreement for the Final Plat for Loock Subdivision Division 2 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept the Final Plat for Loock Subdivision Division 2 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Loock Subdivision Division 2 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** Zoning Map
Aerial
Final Plat
Staff Report
PC Minutes
Reasoned Statement
Development Agreement

**6. Announcements.**

**7. Adjournment.**

# Memorandum

**File #:** 21-744 **City Council Meeting**

**FROM:** Rebecca Casper

**DATE:** Friday, December 2, 2022
**DEPARTMENT:** Mayor's Office

**Subject**
Appointments to City Boards, Committees and Commissions

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Give consent to the appointments of Scott Geddes, Dale Storer, Bill Scott, Forrest Ihler, and Marsha McDaniel to serve on the Planning and Zoning Commission and to the reappointments to the Parks & Recreation Commission, Golf Advisory Board, and War Bonnet Round Up Advisory Committee as listed below (or take other action deemed appropriate).

**Description, Background Information & Purpose**
Attached please find memoranda from Directors PJ Holm and Brad Cramer in reference to the respective reappointments and appointments to the following boards, commissions, and committees:

| Name | Expires | Status |
|---|---|---|
| Scott Geddes | 12/31/2028 | Appoint: Planning and Zoning Commission |
| Dale Storer | 12/31/2027 | Appoint: Planning and Zoning Commission |
| Bill Scott | 12/31/2025 | Appoint: Planning and Zoning Commission |
| Forrest Ihler | 12/31/2024 | Appoint: Planning and Zoning Commission |
| Marsha McDaniel | 12/31/2028 | Appoint: Planning and Zoning Commission |

| Name | Expires | Status |
|---|---|---|
| Bill Combo | 12/31/2025 | Reappoint: Parks and Recreation Commission |
| Tom Hersh | 12/31/2025 | Reappoint: Parks and Recreation Commission |
| Christopher White | 12/31/2025 | Reappoint: Parks and Recreation Commission |
| Rick Carosone | 12/31/2025 | Reappoint: Golf Advisory Board |
| Robert Skinner | 12/31/2025 | Reappoint: War Bonnet Round Up Advisory Board |

Citizens Scott Geddes, Dale Storer, Bill Scott, Forrest Ihler, and Marsh McDaniel have a desire to serve. Each of their applications was reviewed with care by Community Development Services Director Cramer and Chief of Staff Bud Cranor. We feel this group of individuals will serve this community well.

Citizens Bill Combo, Tom Hersh, Christopher White, Rick Carosone, and Robert Skinner desire to continue their service and come recommended by Parks and Recreation Director PJ Holm. They have thus far served well in promoting the goals and objectives of the boards, committees, and commissions on which they serve. I anticipate they will continue to

make positive contributions to the good work of the city.

I am confident these volunteers meet the criteria set forth in City Code. Your vote is requested giving consent to these appointments/reappointments at the regular City Council Meeting on Thursday, December 8, 2022. If you have questions, please feel free to contact me, Chief of Staff Bud Cranor, or Directors Holm and Cramer.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

Involving citizens in governance decision making processes supports the highest values of the strategic plan.

**Interdepartmental Coordination**
N/A

**Fiscal Impact**
Any activities for these boards, committees, and commissions, will be accounted for pursuant to Title II of the City Code, and any funded activities will come from the related department budgets. The amount anticipated for this would be considered negligible.

**Legal Review**
N/A

**PARKS & RECREATION**

**P.J. Holm** | *Director of Parks & Recreation*
Office (208) 612-8482
Fax (208) 612-8179

IDAHO FALLS
PARKS & REC

# MEMORANDUM

**TO:** Honorable Mayor Rebecca Casper

**FROM:** PJ Holm, Director, Parks and Recreation Department

**DATE:** September 12, 2022

**RE:** Parks and Recreation Department Boards, Committees and Commission Re-Appointments

The Parks and Recreation Department respectfully submits the following names for consideration for re-appointment. Each of these persons has been dedicated to working with their respective board or committee and would like to continue.

| Board Or Commission | Name | Expiration | Term and Next Expiration |
|---|---|---|---|
| Parks & Rec Commission | Bill Combo | 12/31/2022 | 3 yr. 12/31/2025 |
| Parks & Rec Commission | Tom Hersh | 12/31/2022 | 3 yr. 12/31/2025 |
| Parks & Rec Commission | Christopher White | 12/31/2022 | 3 yr. 12/31/2025 |
| Golf Advisory Board | Rick Carosone | 12/31/2022 | 3 yr. 12/31/2025 |
| War Bonnet Advisory | Robert Skinner | 12/31/2022 | 3 yr. 12/31/2025 |
| War Bonnet Advisory | Dennis Marshall | 12/31/2022 | 3 yr. 12/31/2025 |

Respectfully,

PJ Holm

COMMUNITY DEVELOPMENT SERVICES

IDAHO FALLS

**Planning Department**
Office (208) 612-8276
Fax (208) 612-8520

**Building Department**
Office (208) 612-8270
Fax (208) 612-8520

# MEMORANDUM

**TO:** Mayor Rebecca Casper

**FROM:** Brad Cramer, CDS Director

**DATE:** Monday, November 14, 2022

**RE:** Planning and Zoning Commission Appointments

Community Development Services respectfully requests the appointment of the following individuals to the terms listed below. If possible, we would like these appointments to take place before the January 3, 2023 Planning and Zoning Commission meeting.

| Name | Term End Date |
|---|---|
| Scott Geddes | December 31, 2028 |
| Dale Storer | December 31, 2027 |
| Bill Scott | December 31, 2025 |
| Forrest Ihler | December 31, 2024 |
| Marsha McDaniel | December 31, 2028 |

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

Thank you for your willingness to serve our community. Please fill out this form and attach a résumé to this application. If you wish, you may also submit a cover letter explaining your interest in city service.

Your application will be kept on file. When there is an opening on a relevant City Board, Committee or Commission, your application will be reviewed. Return the completed form to the Mayor's office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or mayor@idahofalls.gov.

| | | |
|---|---|---|
| Name: | Scott Geddes | |
| Mailing Address: | 700 S Saturn Ave, Unit B | |
| City, State, Zip: | Idaho Falls, Idaho, 83402 | |
| Email Address: | ssgeddes21@gmail.com | |
| Daytime Phone: | 208-409-0348 | ☐ Message? ☐ Text? |
| Evening Phone: | 208-409-0348 | ☐ Message? ☐ Text? |
| Cell Phone: | 208-409-0348 | ☐ Message? ☐ Text? |

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

I highly enjoy the front end planning and logistics that come with major projects and expansions. Being able to have a first hand impact in helping improve the community for the better is a great motivation.

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

Although I am younger, I feel like that brings a different aspect and approch to planning. I think of things in a different way than most of my counterparts. I have owned rental property and now my own business that help guide my view points and opinions.

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

Rental Owner, Property Manager, Business owner. All of these would be helpful as I look at planning far in advance to allow for growth.

| **FOR OFFICE USE ONLY:** | |
|---|---|
| Date received by Mayor's Office: 10-8-2022 | Date appointed: |
| City Division(s) application forwarded to: CDS | Board, Committee or Commission appointed to: |

| | Length of term (Years) | Meeting Frequency |
|---|---|---|
| **Mayor's Office** | | |
| ☐Sister Cities Committee | Three (3) | As Needed |
| **Fire Department** | | |
| ☐Fire Code Appeals Board | Five (5) | Yearly/As Needed |
| **Library** | | |
| ☐Library Board | Five (5) | Monthly/As Needed |
| **Municipal Services** | | |
| ☐Civic Center for the Performing Arts Committee | Two (2) | As Needed |
| **Parks and Recreation** | | |
| ☐Golf Advisory Board | Three (3) | Every Other Month |
| ☐Parks and Recreation Commission | Three (3) | Monthly |
| ☐Shade Tree Committee | Three (3) | Monthly |
| ☐Tautphaus Park Zoological Society | Three (3) | Quarterly |
| ☐War Bonnet Round Up Advisory Committee | Three (3) | As Needed |
| **Community Development Services** | | |
| ☐Board of Adjustment | Five (5) | 2nd Thursday/As Needed |
| ☐Building Code Board of Appeals | Three (3) | As Needed |
| ☐Electrical Board of Review | Two (2) & Three (3) | As Needed |
| ☐Historic Preservation Commission | Three (3) | 1st Thursday |
| ☐ADA Advisory Board | Three (3) | As Needed |
| ☐Idaho Falls Business Assistance Corp | Staggering Terms | Quarterly/As Needed |
| ☐Idaho Falls Redevelopment Agency | Five (5) | 3rd Thursday |
| ☐Mechanical Appeals Board | Three (3) | As Needed |
| ☑Planning Commission | Six (6) | 1st Tuesday |
| ☐Plumbing Appeals Board | Three (3) | As Needed |
| **Public Works** | | |
| ☐Impact Fee Advisory Committee | Three (Staggered Terms) | As Needed |
| **Regional Committees** | | |
| ☐Bonneville Metropolitan Planning Organization | | |
| **Other** | | |
| ☐ _____ | | |

1Where not specifically required by law, City of Idaho Falls residents will be given preference. 2Four (4) members shall have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation-related disciplines. 3All members shall be a person with a disability or have a demonstrated interest, competence or knowledge of disabilities. 4One (1) member shall be a Bonneville County resident residing within the area of city impact. Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee. Any Information supplied may be subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350

IDAHO FALLS

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

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| | | |
|---|---|---|
| Name: | Dale W Storer | |
| Mailing Address: | 291 Lariat Lane | |
| City, State, Zip: | Idaho Falls, ID 83404 | |
| Email Address: | dstorer50@msn.com | |
| Daytime Phone: | 208-403-8911 | ☐ Message? ■ Text? |
| Evening Phone: | | ☐ Message? ☐ Text? |
| Cell Phone: | 208-403-8911 | ☐ Message? ■ Text? |

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

I recently retired and am looking for an opportunity to serve our community. I have a great interest in planning and zoning law.

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

Served approximately 30 years as Idaho Falls City Attorney.
Frequently provided legal counsel to the Director of Planning and Zoning and the I.F. City Council
Represented many other cities and counties, and private clients in zoning matters
Frequently made presentations to the City Attorneys Association and AIC regarding planning and zoning matters.

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

See attached Resume and Biographical information.

| **FOR OFFICE USE ONLY:** | |
|---|---|
| Date received by Mayor's Office: 10.19.2022 | Date appointed: |
| City Division(s) application forwarded to: CDS | Board, Committee or Commission appointed to: |

| | Length of term (Years) | Meeting Frequency |
|---|---|---|
| **Mayor's Office** | | |
| ☐Sister Cities Committee | Three (3) | As Needed |
| **Fire Department** | | |
| ☐Fire Code Appeals Board | Five (5) | Yearly/As Needed |
| **Library** | | |
| ☐Library Board | Five (5) | Monthly/As Needed |
| **Municipal Services** | | |
| ☐Civic Center for the Performing Arts Committee | Two (2) | As Needed |
| **Parks and Recreation** | | |
| ☐Golf Advisory Board | Three (3) | Every Other Month |
| ☐Parks and Recreation Commission | Three (3) | Monthly |
| ☐Shade Tree Committee | Three (3) | Monthly |
| ☐Tautphaus Park Zoological Society | Three (3) | Quarterly |
| ☐War Bonnet Round Up Advisory Committee | Three (3) | As Needed |
| **Community Development Services** | | |
| ☐Board of Adjustment | Five (5) | 2nd Thursday/As Needed |
| ☐Building Code Board of Appeals | Three (3) | As Needed |
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| ☐Historic Preservation Commission | Three (3) | 1st Thursday |
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| ☑Planning Commission | Six (6) | 1st Tuesday |
| ☐Plumbing Appeals Board | Three (3) | As Needed |
| **Public Works** | | |
| ☐Impact Fee Advisory Committee | Three (Staggered Terms) | As Needed |
| **Regional Committees** | | |
| ☐Bonneville Metropolitan Planning Organization | | |
| **Other** | | |
| ☐ _____ | | |

1Where not specifically required by law, City of Idaho Falls residents will be given preference. 2Four (4) members shall have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation-related disciplines. 3All members shall be a person with a disability or have a demonstrated interest, competence or knowledge of disabilities. 4One (1) member shall be a Bonneville County resident residing within the area of city impact. Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee. Any information supplied may be subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350

Dale W Storer
291 Lariat Lane
Idaho Falls, Idaho, 83401

October 19, 2022

Honorable Rebecca Casper
Mayor's Office
P.O. Box 50220
Idaho Falls, ID 83405

Re: Citizen Application for Planning and Zoning Commission

Dear Mayor Casper:

After much careful thought and deliberation, I am enclosing a Citizen Application for a seat on the City Planning and Zoning Commission. As noted in my Application, I have significant experience and interest in planning and zoning matters and I would greatly appreciate your consideration.

If you have any questions concerning my qualifications or experience, I can be reached on my cell phone at (208) 403-8911.

Thank you.

Sincerely yours,

Dale Storer

Dale W Storer

cc. Brad Cramer

D:\DWS Folders\Planning and Zoning Commision\Mayor Casper. 2022.10.15.wpd

# DALE W. STORER

## 291 Lariat Lane, Idaho Falls, ID, 83404

**Email Address:** Dstorer50@msn.com

Telephone Number: (208) 403-8911


**EMPLOYMENT:**

**City of Idaho Falls,** City Attorney, 1982 to 2013
**City of Iona,** City Attorney 1989 to 2018
**Holden, Kidwell, Hahn and Crapo**, Partner, 1995 to 2020 (now retired)
**Albaugh, Smith and Pike/Anderson, Pike and Bush**, Associate/Partner, 1980 to 1995
**Cox and Bowen**, Associate, 1977 to 1980
**United States of America, Central Intelligence Agency**, economics analyst, 1974

**EDUCATION:**

**J. Reuben Clark Law School**, Juris Doctors, 1977
**Brigham Young University**, Bachelors of Science, 1974, *cum laude*
- Majored in Economics, minored in Asian Studies

**BAR MEMBERSHIP:**

**Idaho State Bar Membership:** admitted in 1977
- All Idaho State District Courts and Idaho Supreme Court

**Federal Courts Bar Membership:**
- U. S. District Court, District of Idaho, admitted 1977
- U. S. Ninth Circuit Court of Appeals, admitted 1985
- United States Supreme Court, admitted 1989

**AWARDS AND RECOGNITIONS:**

**Martindale-Hubbell Rating:** AV Preeminent (Highest rating given) (See attached letter)

**Idaho Municipal Attorneys Association**
- IMA Professionalism Award named as "Dale W Storer Professionalism Award," 2013 (See attached letter)
- "Pillar of the Community Award," 2011

**Idaho State Bar Association**
- Professionalism Award, 2006 (See attached letter)

**J. Reuben Clark International Law Society**
- Eastern Idaho Chapter, Outstanding Service Award, 2004
- J. Reuben Clark Law School Alumni Association, Distinguished Service award. 2004

**Association of Idaho Cities**, Outstanding Service Award, 2000

**PROFESSIONAL AFFILIATIONS:**

**Idaho Municipal Attorneys Association**
- Served as President for four terms: 1986, 1991, 2004, 2010
- Served on IMA Board of Directors for approximately 20 years
- Developed IMA web site, brief bank, ordinance forms and logo
- Gave numerous presentations on local government law topics at IMA annual and semi-annual conferences

**Association of Idaho Cities**
- Member of AIC Legislative Committee, 1990 to 2012

**International Municipal Attorneys Association**
- Idaho State Chairman, 1985 to 2012
- Member of IMLA Awards Committee, 2009 to 2012

**J. Reuben Clark Law School Alumni Board**
- Served two terms on the Alumni Board, 2000 to 2004

**J. Reuben Clark International Law Society**
- Member of JRCLS Board of Directors for two years
- Served as Area Director for Northwest United States for four years
- Founded Upper Snake River Valley Idaho Chapter and served as Chapter Chair for three years and as Board member for six years
- Initiated and facilitated organization of Pocatello and Twin Falls chapters

**Idaho State Bar Association**, member, 1977 to present
**American Bar Association**, member, 1977 to present

**AREAS OF EXPERTISE:**
- Local government, planning and zoning, eminent domain, human resources, public works contracting, and education law
- Member of Panel of Civil Mediators, Idaho Supreme Court;
- Certificate of Completion (Mediation training), Northwest Institute for Dispute Resolution, University of Idaho College of Law

**PUBLICATIONS:**
- *"Eminent Domain Compendium,"* (Idaho section), published by American BarAssociation,(*http://apps.americanbar.org/litigation/committees/condemnation/compendium.html*)

**LANGUAGE SKILLS:**
- Indonesian

**PERSONAL:**
- Served LDS Mission in Indonesia, 1970 to 1971. Among the first contingent of missionaries sent to organize and establish LDS Church in Indonesia; Served as Assistant to the President of Southeast Asia Mission
- Married 45 years, father of six children and grandfather to nine grandchildren

**REFERENCES:**
- Linda M. Milam, former Mayor of City of Idaho Falls, 1472 Three Fountains Drive, Idaho Falls, ID, 83404, (208) 523-8316
- S. Craig Lords, former I.F. Director of Municipal Services, 585 Beulah Lane, Idaho Falls, ID, 83401 (208) 201-5025
- Jerry Mason, Legal Counsel, Association of Idaho Cities, 3100 Vista Ave., Ste. 310, Boise, ID, 83705 (208) 667-1300
- Bill Nichols, past president of Idaho Municipal Attorneys Association, White, Peterson, Gigray & Nichols, PA, 5700 E. Franklin Road, Ste. 200, Nampa, ID 83687 (208) 466-9272

(Letters of reference available upon request)

Idaho Municipal Attorneys
ASSOCIATION

February 5, 2013

Dale W. Storer
Holden, Kidwell, Hahn & Crapo, PLLC
P.O. Box 50130
Idaho Falls, ID 83405

Dear Dale:

On behalf of the members of the Idaho Municipal Attorney's Association, I wish to express our appreciation for the many years of service you have provided to our Association. The sage advice and insight you share with us on the varied issues associated with the practice of municipal law is invaluable. We missed you and your contributions at the IMA Workshop on February 1, 2013.

I want to share with you how highly respected you are among the members of IMA. The high standard of professionalism that you exhibit is a standard that we all strive to attain. It is my pleasure to inform you that, by unanimous vote of the members in attendance on February 1, 2013, the IMA professionalism award has been named the Dale Storer Professionalism Award in honor of that high standard.

We hope to see you at the June 21, 2013 IMA Workshop.

Yours truly,

Nancy Stricklin

Nancy Stricklin
IMA President

**Idaho State Bar**
525 West Jefferson P. O. Box 895 Boise, Idaho 83701 PH: (208) 334-4500 FAX: (208) 334-4515

**BOARD OF COMMISSIONERS**

**Hon. Rick Carnaroli**
President
P.O. Box 4847
Pocatello, ID 83205

**Thomas A. Banducci**
Commissioner
815 W. Washington Street
Boise, ID 83702

**Jay O. Sturgell**
Commissioner
P.O. Box 327
Kellogg, ID 83837

**Terrence R. White**
Commissioner
5700 E. Franklin Road, Ste. 200
Nampa, ID 83687

**Andrew E. Hawes**
Commissioner
101 S. Capitol Blvd. Ste. 1601
Boise, ID 83702

**EXECUTIVE DIRECTOR**
Diane K. Minnich

May 25, 2006

Dale W. Storer
PO Box 50130
Idaho Falls, ID 83405

Dear Dale:

In 1992, the Board of Commissioners of the Idaho State Bar established a special Professionalism Award. It was the Board's intent that the Professionalism Award would represent an expression of respect and commendation from the recipient's professional peers, and would represent one of the highest honors any Idaho lawyer might receive during his or her career.

It is with the greatest pleasure and respect that I write to advise that you, along with seven other lawyers, have been designated as a recipient of the Idaho State Bar's Professionalism Award for 2006.

The award is given to attorneys who, by their professional and personal conduct, have exemplified for the members of our profession the epitome of what it means to be a lawyer, and who, by so doing, have brought honor and distinction upon themselves and the profession as a whole. Recipients must have a wide reputation for ability, diligence, courtesy and cooperation. They are regarded as effective advocates who can contend without being contentious. They are lawyers who have demonstrated a devotion to public service, the improvement of the administration of justice and a career-long practice of civility, integrity and dignity.

Since it is the Commission's sense that you gained this day-to-day reputation largely within the local community in which you have practiced, it is entirely fitting and appropriate that the award be presented before your local peers. Accordingly, it will be our plan to present the award to you during the "Roadshow" meeting in November, 2006. However, Professionalism Award recipients are also listed in the Annual Meeting Awards brochure.

On behalf of myself and the other members of the Board of Commissioners, please accept our warmest congratulations upon receiving this honor, and more importantly, please accept our thanks, and that of the entire membership of the Idaho State Bar, for your contribution in setting a standard of professionalism to which we can all aspire.

Respectfully yours,

Rick Carnaroli

Hon. Rick Carnaroli
President, Idaho State Bar



**MARTINDALE-HUBBELL®**

A Reed Reference Publishing Company

March 10, 1997

Mr. Dale W. Storer
Holden, Kidwell, Hahn & Crapo
US Bank Building
P.O. Box 50130
Idaho Falls, ID 83405

Dear Mr. Storer:

PERSONAL AND CONFIDENTIAL

I am pleased to inform you that you have been awarded the Martindale-Hubbell Law Directory's highest accolade: an AV® rating. This is as a result of an extensive, confidential review conducted among the legal profession in your community.

> Your AV® rating is important because it is a public confirmation of the status you have achieved as a highly respected, ethical member of the Bar. It signifies that your legal abilities are of the very highest standard and that your professional ethics and conduct are above question.

You now join a select group of attorneys who have been recognized by their peers for their legal expertise and professional reputation. Your rating will be included in the Martindale-Hubbell Law Directory in print, on CD-ROM and online through the LEXIS® service.

Martindale-Hubbell has gone to considerable lengths to confirm the validity of your rating. To maintain the accuracy of ratings, periodic reevaluations are conducted.

If you have any questions about your rating or other aspects of Martindale-Hubbell's services, please do not hesitate to give us a call. Your comments, suggestions and ideas will help us better serve you in the future.

Our congratulations to you on your new rating.

Sincerely,

*John Agel*

John Agel
Vice President, Ratings

TBILTA

121 CHANLON ROAD, NEW PROVIDENCE, NEW JERSEY 07974
TELEPHONE: (908)464-6800 FAX: (908)464-3553

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

Thank you for your willingness to serve our community. Please fill out this form and attach a résumé to this application. If you wish, you may also submit a cover letter explaining your interest in city service.

Your application will be kept on file. When there is an opening on a relevant City Board, Committee or Commission, your application will be reviewed. Return the completed form to the Mayor's office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or mayor@idahofalls.gov.

| | | |
|---|---|---|
| Name: | William (Bill) Scott | |
| Mailing Address: | 885 9th St. | |
| City, State, Zip: | Idaho Falls, ID 83404 | |
| Email Address: | biscotmc@gmail.com | |
| Daytime Phone: | | ☐ Message? ☐ Text? |
| Evening Phone: | | ☐ Message? ☐ Text? |
| Cell Phone: | 208 589-4817 | ■ Message? ■ Text? |

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

I believe I am a good canditate for the Planning and Zoning Committee due to my experience working with landowners and the public as a Conservation and Engineering Technician with the USDA. I have been a resident of Idaho Falls for 28 years, and a homeowner in the city for 26 years, and have seen many changes, some good, some not so good. I would welcome the opportunity to have some input into the future development of our fine city, and believe I could have a positive impact in working with the community to help guide future planning.

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

I have served the community as a board member of the Idaho Falls Chamber of Commerce, and as chairman of the chamber ambassadors. I also served a term as the Executive Director of the Idaho Falls Symphony, and although I am retired I maintain a small recording studio business in the city. Formerly, as editor and publisher of Teton Valley News in Driggs, ID, I was able to closely observe the operation of the Planning and Zoning and other city and county offices, which instilled a desire in me to take an active role in the development of the community.

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

As a Conservation and Engineering Technician with the USDA, I was responsible for working with landowners to plan, design, and install conservation systems on their land - irrigation and drainage systems, erosion control systems, etc. On-the-ground determination of problems, working with landowners to develop a plan, designing the systems, and inspecting construction, all according to specifications, gave me a good understanding of land use, planning, use of engineering drawings, etc.

| **FOR OFFICE USE ONLY:** | |
|---|---|
| Date received by Mayor's Office: 10-18-2022 | Date appointed: |
| City Division(s) application forwarded to: CDS | Board, Committee or Commission appointed to: |

| | Length of term (Years) | Meeting Frequency |
|---|---|---|
| **Mayor's Office** | | |
| ☐Sister Cities Committee | Three (3) | As Needed |
| **Fire Department** | | |
| ☐Fire Code Appeals Board | Five (5) | Yearly/As Needed |
| **Library** | | |
| ☐Library Board | Five (5) | Monthly/As Needed |
| **Municipal Services** | | |
| ☐Civic Center for the Performing Arts Committee | Two (2) | As Needed |
| **Parks and Recreation** | | |
| ☐Golf Advisory Board | Three (3) | Every Other Month |
| ☐Parks and Recreation Commission | Three (3) | Monthly |
| ☐Shade Tree Committee | Three (3) | Monthly |
| ☐Tautphaus Park Zoological Society | Three (3) | Quarterly |
| ☐War Bonnet Round Up Advisory Committee | Three (3) | As Needed |
| **Community Development Services** | | |
| ☐Board of Adjustment | Five (5) | 2nd Thursday/As Needed |
| ☐Building Code Board of Appeals | Three (3) | As Needed |
| ☐Electrical Board of Review | Two (2) & Three (3) | As Needed |
| ☐Historic Preservation Commission | Three (3) | 1st Thursday |
| ☐ADA Advisory Board | Three (3) | As Needed |
| ☐Idaho Falls Business Assistance Corp | Staggering Terms | Quarterly/As Needed |
| ☐Idaho Falls Redevelopment Agency | Five (5) | 3rd Thursday |
| ☐Mechanical Appeals Board | Three (3) | As Needed |
| ☑Planning Commission | Six (6) | 1st Tuesday |
| ☐Plumbing Appeals Board | Three (3) | As Needed |
| **Public Works** | | |
| ☐Impact Fee Advisory Committee | Three (Staggered Terms) | As Needed |
| **Regional Committees** | | |
| ☐Bonneville Metropolitan Planning Organization | | |
| **Other** | | |
| ☐ _____ | | |

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William F. (Bill) Scott
885 9th Street
Idaho Falls, ID 83404

Oct 18, 2022

To Idaho Falls Mayor's Office
Idaho Falls, ID

Please find attached my Citizen Application for the Planning and Zoning Committee.
I believe I would be a good candidate due to my experience working with the public on land use planning, my familiarity with the community as a long-term resident, and my desire to serve the city I call home.

I would be happy to provide further information or to sit for an interview at any time. I can be reached at biscotmc@gmail.com or at (208) 589-4817.

Thank you for your consideration.

Best Regards,
Bill Scott

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

Thank you for your willingness to serve our community. Please fill out this form and attach a résumé to this application. If you wish, you may also submit a cover letter explaining your interest in city service.

Your application will be kept on file. When there is an opening on a relevant City Board, Committee or Commission, your application will be reviewed. Return the completed form to the Mayor's office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or mayor@idahofalls.gov.

| | | |
|---|---|---|
| Name: | Forrest T. Ihler | |
| Mailing Address: | 265 10th St | |
| City, State, Zip: | Idaho Falls, ID, 83404 | |
| Email Address: | forrest.ihler@gmail.com | |
| Daytime Phone: | | ☐ Message? ☐ Text? |
| Evening Phone: | | ☐ Message? ☐ Text? |
| Cell Phone: | (208)520-5628 | ■ Message? ■ Text? |

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

I love the City of Idaho Falls and want to help see that the city has a bright and productive future. However, I love fiscally responsibe growth the most. I hope to see the city continue it's healthy growth in new and progressive ways that will help the city build wealth for it's residents, and and be a leader in East Idaho as a forward thinking city.

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

I have had sales jobs my entire career. Meaning I can listen to people's concerns, and turn them into solutions. I am currently working in Real Estate and absolutely love it. I work with buyers and sellers of all kinds and have single-handedly seen the effects of the lack of diverse housing options in the city. I hope to help educate, and premote missing middle housing in the city so that all residents can access housing that works for them.

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

Again, my career in sales has enabled me to learn how to activley listen to members of the community and disipher the difference between emotional wants, and logical needs. I have been an active participant of City Council, Planning of Zoning, ITD's I-15 US-20 Connector Project, familiar with the BMPO, have kept a pulse on new development, and am very familiar with the Imagine IF Comprehensive plan. Though I am not formally educated in Urban Planning, I have been self taught in these fields and an advocate for the Strong Towns Movement.

| **FOR OFFICE USE ONLY:** | |
|---|---|
| Date received by Mayor's Office: 10-19-2022 | Date appointed: |
| City Division(s) application forwarded to: COS | Board, Committee or Commission appointed to: |

| | Length of term (Years) | Meeting Frequency |
|---|---|---|
| **Mayor's Office** | | |
| ☐Sister Cities Committee | Three (3) | As Needed |
| **Fire Department** | | |
| ☐Fire Code Appeals Board | Five (5) | Yearly/As Needed |
| **Library** | | |
| ☐Library Board | Five (5) | Monthly/As Needed |
| **Municipal Services** | | |
| ☐Civic Center for the Performing Arts Committee | Two (2) | As Needed |
| **Parks and Recreation** | | |
| ☐Golf Advisory Board | Three (3) | Every Other Month |
| ☐Parks and Recreation Commission | Three (3) | Monthly |
| ☐Shade Tree Committee | Three (3) | Monthly |
| ☐Tautphaus Park Zoological Society | Three (3) | Quarterly |
| ☐War Bonnet Round Up Advisory Committee | Three (3) | As Needed |
| **Community Development Services** | | |
| ☐Board of Adjustment | Five (5) | 2nd Thursday/As Needed |
| ☐Building Code Board of Appeals | Three (3) | As Needed |
| ☐Electrical Board of Review | Two (2) & Three (3) | As Needed |
| ☐Historic Preservation Commission | Three (3) | 1st Thursday |
| ☐ADA Advisory Board | Three (3) | As Needed |
| ☐Idaho Falls Business Assistance Corp | Staggering Terms | Quarterly/As Needed |
| ☐Idaho Falls Redevelopment Agency | Five (5) | 3rd Thursday |
| ☐Mechanical Appeals Board | Three (3) | As Needed |
| ☑Planning Commission | Six (6) | 1st Tuesday |
| ☐Plumbing Appeals Board | Three (3) | As Needed |
| **Public Works** | | |
| ☐Impact Fee Advisory Committee | Three (Staggered Terms) | As Needed |
| **Regional Committees** | | |
| ☐Bonneville Metropolitan Planning Organization | | |
| **Other** | | |
| ☐ _____ | | |

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# FORREST IHLER

(208) 520-5628
Forrest.ihler@gmail.com

**Passionate about creating strong and resilient communities to better the future outcome of our city.**

## EXPERIENCE

**11/2020 – TO PRESENT**
**REAL ESTATE AGENT, THE ANDERSON HICKS GROUP**

- Consult with potential buyers and sellers about property/homes
- Communicate daily with clients via text, calls, and email
- Search through listings/potential listings
- Attend Planning/Zoning Meetings and City Council Meetings
- Consult with civil engineers on behalf of clients
- Currently serving on Greater Idaho Falls Realtors Association LPIC

**6/2018 – 8/2020**
**ACCOUNT EXECUTIVE, RIVERBEND COMMUNICATIONS**

- Maintained and fostered client and business relationships
- Handled marketing dollars for advertisement
- Rolled out marketing promotions
- Assisted businesses with creating marketing strategies

**7/2016 – 6/2018**
**SALESMAN, WACKERLI - BUICK, CADILLAC, GMC**

- Moved used and new car inventory through car sales
- Top Cadillac salesman

## EDUCATION

**IDAHO FALLS HIGH SCHOOL**
GRADUATED 2013

**BYU-IDAHO**
SOME COLLAGE

## References

Ted Sorenson – mentor (208) 589-6908

Kris bertagnolli – mentor and AHG leadership (208) 520-8636

Trevor boyle – past client and family friend (360) 989-8395

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

Thank you for your willingness to serve our community. Please fill out this form and attach a résumé to this application. If you wish, you may also submit a cover letter explaining your interest in city service.

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| | | |
|---|---|---|
| Name: | Marsha McDaniel | |
| Mailing Address: | 1050 W Riverview Drive | |
| City, State, Zip: | Idaho Falls, ID 83401 | |
| Email Address: | marsha.mcdaniel@gmail.com | |
| Daytime Phone: | | ☐ Message? ☐ Text? |
| Evening Phone: | | ☐ Message? ☐ Text? |
| Cell Phone: | (208) 243-7262 | ■ Message? ■ Text? |

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

I am applying for the Planning Commission to support the city's growth while maintaining characteristics of the city that are important to members of the community, such as affordability, beauty, walkability, and minimal traffic congestion.

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

My background includes over twenty years of service in the federal government, both in the U.S. and internationally. During my government service I have been responsible for multiple projects that involve numerous stakeholders and I am committed to learning from and listening to all stakeholders and making decisions based on factual information.

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

Aside from my educational experience, I have engaged in extensive government training including government acquisitions and contracting training.

| **FOR OFFICE USE ONLY:** | |
|---|---|
| Date received by Mayor's Office: 10.28.2022 | Date appointed: |
| City Division(s) application forwarded to: GS | Board, Committee or Commission appointed to: |

| | Length of term (Years) | Meeting Frequency |
|---|---|---|
| **Mayor's Office** | | |
| ☐Sister Cities Committee | Three (3) | As Needed |
| **Fire Department** | | |
| ☐Fire Code Appeals Board | Five (5) | Yearly/As Needed |
| **Library** | | |
| ☐Library Board | Five (5) | Monthly/As Needed |
| **Municipal Services** | | |
| ☐Civic Center for the Performing Arts Committee | Two (2) | As Needed |
| **Parks and Recreation** | | |
| ☐Golf Advisory Board | Three (3) | Every Other Month |
| ☐Parks and Recreation Commission | Three (3) | Monthly |
| ☐Shade Tree Committee | Three (3) | Monthly |
| ☐Tautphaus Park Zoological Society | Three (3) | Quarterly |
| ☐War Bonnet Round Up Advisory Committee | Three (3) | As Needed |
| **Community Development Services** | | |
| ☐Board of Adjustment | Five (5) | 2nd Thursday/As Needed |
| ☐Building Code Board of Appeals | Three (3) | As Needed |
| ☐Electrical Board of Review | Two (2) & Three (3) | As Needed |
| ☐Historic Preservation Commission | Three (3) | 1st Thursday |
| ☐ADA Advisory Board | Three (3) | As Needed |
| ☐Idaho Falls Business Assistance Corp | Staggering Terms | Quarterly/As Needed |
| ☐Idaho Falls Redevelopment Agency | Five (5) | 3rd Thursday |
| ☐Mechanical Appeals Board | Three (3) | As Needed |
| ☑Planning Commission | Six (6) | 1st Tuesday |
| ☐Plumbing Appeals Board | Three (3) | As Needed |
| **Public Works** | | |
| ☐Impact Fee Advisory Committee | Three (Staggered Terms) | As Needed |
| **Regional Committees** | | |
| ☐Bonneville Metropolitan Planning Organization | | |
| **Other** | | |
| ☐ _____ | | |

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# MARSHA MCDANIEL

**1050 W Riverview Drive**
**Idaho Falls, ID 83401**

**(208) 243-7262**
**marsha.mcdaniel@gmail.com**

## SUMMARY OF QUALIFICATIONS

Collaborative and results-driven leader with over twenty years of experience in government, industry, and external engagement. Over ten years of experience managing high-performing teams across multiple subject areas. Demonstrated success growing organizational profile and communicating with external partners and diverse audiences. Dedicated to civic leadership and community engagement.

## PROFESSIONAL EXPERIENCE AND ACCOMPLISHMENTS

**Senior Advisor and Economic Development Lead**
**Idaho National Laboratory (INL), Idaho Falls, ID** **2020 - Present**

- Lead INL's efforts to develop an innovation district in coordination with civic and community leaders.
- Created a regional coalition to support the innovation district efforts, including INL, the Center for Advanced Energy Studies, local government, universities, community colleges, nonprofit organizations, and industry.
- Spearheaded the creation of a nonprofit entity that will enable the region to pursue grant opportunities focused on creating a regional innovation ecosystem and fostering inclusive economic growth.
- Manage INL's economic development grant program, created a strategy to focus on supporting the innovation district, fostering rural innovation, and supporting entrepreneurship.
- Developed, coordinated, and implemented INL's first environmental justice strategy, resulting in creation of an internal environmental justice team and an INL site environmental justice council comprised of DOE Idaho, DOE HQ, and the Idaho Environmental Coalition.
- Communicate INL vision and economic impact to partners and audiences to grow the INL brand.
- Engage in civic leadership and community service including on boards of the Idaho Women's Business Center, the Shoshone-Bannock Tribes Community Development Financial Institution, and the Idaho Economic Development Association. Co-chair Leadership Idaho Falls with the Greater Idaho Falls Chamber of Commerce.

**Foreign Service Officer and U.S. Diplomat**
**U.S. Department of Commerce, International Trade Administration** **2009 - 2020**
**Commercial Officer and Team Leader, U.S. Embassy, Beijing, China (2018 – 2020)**

- Led a 10-person team of U.S. and Chinese professionals including managers responsible for multiple direct reports. Successfully led the team through an officewide reorganization.
- Provided expert counsel to senior leaders including the U.S. Ambassador and CEO-level executives on U.S.-China cooperation in areas including energy and aviation.
- Fostered innovation within the team leading to the creation of new programs and services to promote U.S. commercial interests leading to over $40 million in deals for U.S. industry.
- Represented the U.S. Embassy at the U.S.-China Aviation Cooperation Program and worked with leading U.S. companies to promote U.S. competitiveness in the aerospace and aviation sector.
- Spearheaded the creation of the China chapter of Women in Aviation International and worked with the Civil Aviation Authority of China to promote opportunities for aspiring women pilots.
- Engaged in analysis of staff positions and work plans as the Embassy transitioned to a new compensation program and ensured that the team's concerns were addressed. Maintained positive team morale during a challenging time for the U.S.-China relationship.
- Drafted multiple award nominations to ensure that high-performing staff members were awarded and recognized for their exceptional contributions.

**Commercial Officer, Las Vegas Export Assistance Center, Las Vegas, NV (2017 – 2018)**

- Developed and implemented a strategy to expand U.S. Department of Commerce outreach to women-owned businesses that resulted in a workshop with over 50 women entrepreneurs and media exposure to over 2,000 women entrepreneurs.
- Delivered keynote speaking engagements to stakeholders including the Asian Cultural Alliance, the African Chamber of Commerce, and the Global Federation of Chinese Businesswomen.

**Deputy Senior Commercial Officer, U.S. Consulate, Hong Kong, China (2013 – 2016)**

- Managed a 7-person, multicultural team, and a $1.5 million office operating budget.
- Supported the U.S. Secretary of Commerce's visit to Hong Kong and a subsequent visit to Shanghai. Provided briefings to Governors from states including Utah, Massachusetts, and Delaware. Briefed multiple congressional delegations on the U.S.-Hong Kong relationship.
- Spearheaded an investment roadshow to Hong Kong and created a media strategy that amplified the Consulate's vision to an audience of over 100 million people in southern China.
- Collaborated with the Hong Kong Science and Technology Park to highlight opportunities for U.S. companies and accelerate technology entrepreneurship.

**Commercial Officer, Chinese Mandarin Language Training, Arlington, VA (2012 – 2013)**

- Fulltime Chinese language training at the U.S. Department of State Foreign Service Institute. Started from a score of 0/0 (speaking and reading) and exceeded requirements by achieving a 2/1+ score at the end of the training course. Passed the final language test on schedule.

**Commercial Officer, U.S. Consulate, Mumbai, India (2009 – 2012)**

- Managed a 6-person, multilingual, multicultural team to promote U.S. exports in western India.
- Supported President Obama's visit to India, coordinated a key business event with the President and multiple U.S. and Indian CEOs. Supported three visits by the U.S. Secretary of Commerce.
- Managed 8 trade missions with more than 120 U.S. companies, including conceptualizing, developing, and executing the first-ever ports and maritime technology trade mission to India.

**International Program Specialist**
**U.S. Coast Guard, Washington, DC** **2007 - 2009**

- Managed and developed bilateral agreements for foreign military sales between the U.S. Coast Guard and foreign military organizations. Attended Department of Defense contracting training.

**International Program Specialist**
**U.S. Department of Agriculture, Agricultural Research Service, Beltsville, MD** **2002 - 2007**

- Managed a $14 million portfolio of international scientific research grants involving scientists from the U.S., Russia, and Central Asia.

## EDUCATION

**Ph.D. Candidate, Adult and Organizational Learning and Development, University of Idaho** **2026**
**Master of Arts, Government, Johns Hopkins University** **2009**
Thesis: "Strengthening Democracy by Combating Terrorism, Reducing the Threat of WMD, and Expanding Peaceful Nuclear Cooperation Between the World's Two Largest Democracies."
**Bachelor of Arts, International Affairs, George Washington University** **1999**
**Associate in Arts, Liberal Arts, De Anza Community College** **1997**
Hispanic Scholarship Fund recipient and recipient of the First in Family to Attend College Award.

## AWARDS

**U.S. Department of State Meritorious Honor Award for support of President Obama's visit to India**
**U.S. Department of Commerce - International Trade Administration Bronze Medal Award**
**U.S. Department of Commerce - International Trade Administration Quarterly Star Award**

# Memorandum

**File #:** 21-740 **City Council Meeting**

**FROM:** Duane A. Nelson; Fire Chief
**DATE:** Thursday, December 1, 2022
**DEPARTMENT:** Fire Department

**Subject**
Mountain America Center Service Agreement

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the service agreement between the CITY and Mountain America Center and provide authorization for the Mayor and Deputy City Clerk to sign necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**
This service agreement will allow the Fire Department to provide professional emergency medical services and emergency ambulance transportation services on a standby basis during the events held at the Mountain America Center.

**Alignment with City & Department Planning Objectives**



☐ ☐ ☐ ☐ ☐ ☒ ☐ ☐

The service agreement supports a safe and secure community by providing emergency medical services and emergency ambulance transportation during events.

**Interdepartmental Coordination**
N/A

**Fiscal Impact**
The City of Idaho Falls will generate revenue through this agreement that will be billed monthly in accordance with the adopted City of Idaho Falls, Idaho, Fee Schedule Resolution.

**Legal Review**
The City Attorney's office has reviewed and coordinated this agreement with Mountain America Center.

**SERVICE AGREEMENT BETWEEN CENTENNIAL MANAGEMENT GROUP OF IDAHO, LLC., dba MOUNTAIN AMERICA CENTER AND CITY OF IDAHO FALLS, IDAHO**

THIS SERVICE AGREEMENT BETWEEN CENTENNIAL MANAGEMENT GROUP OF IDAHO, LLC., dba MOUNTAIN AMERICA CENTER AND CITY OF IDAHO FALLS, IDAHO ("Agreement") is made and entered into this_____ day of _____, 2022, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, ("CITY") and CENTENNIAL MANAGEMENT GROUP OF IDAHO, LLC. dba MOUNTAIN AMERICA CENTER, ("EVENT CENTER"), effective _____ _____, 2022, (the "Effective Date").

**RECITALS:**

WHEREAS, EVENT CENTER desires to obtain professional emergency medical services ("EMS") and emergency ambulance transportation services available on a standby basis during the events held at EVENT CENTER'S facility; and

WHEREAS, CITY is willing to provide services described in this Agreement, and has the necessary equipment, training, expertise, insurance coverage, professional certifications, and licenses.

NOW THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises, and provisions set forth in this Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**SECTION I: RESPONSIBILITIES OF PARTIES**

1. Provision of Standby EMS Services. CITY agrees to provide, at EVENT CENTER's request, adequately trained, equipped, and licensed EMS personnel to scheduled events at EVENT CENTER's facility and at other EVENT CENTER-coordinated or sponsored events that occur at other locations, provided that such events occur within the geographic limits of the City of Idaho Falls, Idaho. These EMS personnel shall provide standby coverage and initiate medical care, emergency crisis support, and critical incident response. CITY EMS standby personnel shall report to event location no later than thirty (30) minutes prior to the event start time and remain until released by EVENT CENTER's point of contact.

   CITY shall also communicate and plan EMS staffing needs in response to EVENT CENTER's request prior to the scheduled event. EMS services shall include all equipment and supplies that may be necessary to triage and treat sick or injured persons in preparation to transport a person to a medical facility or evaluate, treat, and release a person.

CITY shall provide standby EMS services with personnel and equipment that are not staffed as part of CITY's normal response profile. However, CITY reserves the right, in the following situations, to allocate resources and deploy personnel as determined in the sole discretion of the Idaho Falls Fire Chief:

a. In the event that CITY personnel deployed for standby EMS services under this Agreement are needed to assist in the transport of an injured or sick patient from EVENT CENTER's event, additional staffing will respond, subject to available deployment as determined by the Idaho Falls Fire Chief, from the closest station to cover the event.

b. Additional staffing resources are needed at the event due to excessive injuries, severe weather, mass casualty incident, or other unforeseen circumstance that occurs after the event as started as identified by CITY standby staff or in the discretion of the Idaho Falls Fire Chief.

CITY shall maintain all certifications and licenses as required by federal, state and/or local agencies governing vehicle operations.

2. EVENT CENTER's obligations. EVENT CENTER agrees to communicate any request for standby services at least four (4) weeks in advance of a scheduled event. Such request shall be made in writing and delivered to CITY's designated point of contact. Requests for service shall include the following:

a. Date, starting time, and duration of the scheduled event;

b. Number of personnel needed to ensure the safety of the event participants;

c. Special equipment requests;

d. Exact location of the scheduled event; and

e. Onsite contact person contact information, including phone, email, and location on the day of the event.

EVENT CENTER shall also provide other event details that may be requested by the CITY. EVENT CENTER shall pay all invoices from CITY within thirty (30) days of receipt.

**SECTION II:**

1. Standby EMS Service Labor and Inventory Costs

The labor rates for CITY's EMS personnel are intended to recover the actual direct costs, including benefits. In addition, the costs of inventory materials and purchased goods are intended to be passed through to EVENT CENTER with no markup.

CITY shall invoice EVENT CENTER for all labor costs by the hour (with a billing minimum of two (2) hours per event) at the end of each month at the rates that are then currently adopted in the City of Idaho Falls, Idaho, Fee Schedule Resolution. Invoices shall round the total hours worked up to the closest quarter hour. EVENT CENTER acknowledges and agrees that CITY has the right to adjust these fees, from time to time, by Resolution as adopted by the Idaho Falls City Council.

The fees are currently set as follows:

| | | |
|---|---|---|
| a. | Ambulance Standby | $176 per hour |
| b. | Engine Standby | $200 per hour |
| c. | Single Resource with Medical Kit | $80 per hour |

2. Term. The term of this Agreement shall commence on the date set forth on the first page of this Agreement and shall continue for a period of one (1) calendar year. This Agreement may be extended for successive one (1) year terms upon the mutual written agreement of both EVENT CENTER and CITY, and under the same terms and conditions as the initial period of this Agreement unless modified in writing by the Parties.

3. Termination. This Agreement may be terminated at any time, in writing, by either Party giving the other Party ninety (90) days advance written notice.

4. Compliance with Applicable Laws, Rules. and Regulations. All services furnished by CITY shall be rendered in full compliance with all applicable Federal, State and local laws, rules, and regulations including, but not limited to HIPAA, the Idaho Public Records Act, and Idaho Code § 50-907. It shall be CITY's sole responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement, and to maintain compliance at all times.

5. Indemnification by CITY. CITY hereby agrees to indemnify and hold harmless, to the extent permitted by the Idaho Constitution and the Idaho Tort Claims Act, EVENT CENTER, EVENT CENTER's officers, directors and employees for, from and against all damages, losses, liabilities (absolute and contingent), fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees, costs or expenses incurred in the investigation, defense or settlement of any claim covered by this indemnity) with respect to or arising out of any demand, claim, investigation or action of any kind or nature resulting from personal injury to any person (including death), or the damage to any property, arising or alleged to have arisen out of any of CITY's negligent acts or omissions related to the performance of this Agreement.

6. Indemnification by EVENT CENTER. EVENT CENTER hereby agrees to indemnify and hold harmless, CITY, and CITY's elected officials, appointive officers, directors, and employees for, from and against all damages, losses, liabilities (absolute and contingent), fines, penalties, costs and expenses (including without limitation, reasonable attorney fees,

costs or expenses incurred in the investigation, defense, or settlement of any claim covered by this indemnity) with respect to or arising out of nay demand, claim, investigation or action of any kind or nature resulting from the personal injury to any person (including death), or the damage to any property, arising or alleged to have arisen out of any negligent acts or omissions of EVENT CENTER, EVENT CENTER's officers, directors, employees or agents, related to the performance of this Agreement.

7. Independent Contractor. It is understood and agreed that the personnel of CITY and EVENT CENTER shall not be considered agents or employees of the other and shall not be under the supervision, management, direction or control of the other in the performance of their duties. The employees of each Party are not entitled to any of the benefits that the other Party provides for its employees.

8. No Joint Powers Agreement or Partnership Created. The parties herein specifically do not intend to and do not by this Agreement create a Joint Powers Agreement or partnership of any kind.

9. Governing Law. This Agreement shall be subject to and governed according to the laws of the state of Idaho.

10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective successors, assigns or other legal representatives.

11. Assignment. No right or obligation hereunder may in any way whatsoever be assigned or delegated to a third party with the express prior written consent of the other Party hereto, and any attempted assignment without such prior written consent shall be considered null and void.

12. Legal Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party, reasonable attorney fees, costs, and expenses related to such action.

13. Severability. If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the Parties hereto.

14. Notices. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and either delivered in person, by electronic transmission, deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, properly addressed, or by a nationally recognized overnight courier service, to the following addresses:

| **City** | **Event Center** |
|---|---|
| Idaho Falls Fire Department | Mountain America Even Center |

| | |
|---|---|
| P.O. Box 50220<br>Idaho Falls, Idaho 83405-0220<br>Attention: Duane A. Nelson, Fire Chief | 1690 Event Center Drive<br>Idaho Falls, Idaho 83402<br>Attention: Casey Jackman, COO |

The notification addresses listed above can be changed by either Party with proper notice as listed above.

15. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any previous agreement or understanding, whether oral or otherwise. No modification of this Agreement shall be valid unless in writing and signed by each of the Parties hereto.

16. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

17. Non-Discrimination. The Parties to this Agreement covenant that they 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.

18. Anti-Boycott Against Israel Act. Pursuant to Idaho Code section 67-2346, if payments under this Agreement exceed one hundred thousand dollars ($100,000) and EVENT CENTER employs ten (10) or more persons, EVENT CENTER certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written.

| | |
|---|---|
| | "CITY"<br>City of Idaho Falls, Idaho |
| ATTEST: | |
| _____ | By _____ |
| Jasmine Marroquin, Deputy City Clerk | Rebecca L. Noah Casper, Mayor |

"EVENT CENTER"
Centennial Management Group of Idaho, LLC.,
dba Mountain America Center

By _____

STATE OF IDAHO )
) ss.
County of Bonneville )

On this _____day of _____, 2022, 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 they are 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
(Seal) Residing at: _____
My Commission Expires:_____

STATE OF IDAHO )

) ss.

County of Bonneville )

On this _____day of _____, 2022, before me, the undersigned, a notary public for Idaho, personally appeared _____, known to me to be the _____ of the Centennial Management Group of Idaho, LLC., dba Mountain America Center, and acknowledged to me that they are 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

(Seal) Residing at: _____

My Commission Expires:_____

# Memorandum

**File #:** 21-741 **City Council Meeting**

**FROM:** Duane A. Nelson; Fire Chief
**DATE:** Thursday, December 1, 2022
**DEPARTMENT:** Fire Department

**Subject**
Wittman Enterprises, LLC Billing and Collection Services Agreement

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve an extension to the professional service agreement with Wittman Enterprises, LLC for ambulance billing services and authorize the Mayor and Deputy City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**
Wittman Enterprises, LLC has been under contract for ambulance billing services over the last eight years. The current agreement allows for yearly extensions. It is the recommendation of the Fire Department to extend the existing professional services agreement for a period of five (5) years. This agreement extension includes an update to the agreed upon billing consulting service rate and the addition of GoSB collection services for motor vehicle accident-related billing.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The extension of the professional services agreement supports the good governance community-oriented result by providing timely, accurate ambulance billing and collections services.

**Interdepartmental Coordination**
This professional services agreement has been reviewed by the City Attorney.

**Fiscal Impact**
Funds to pay for these professional services (ambulance billing and collection services) are included within the 2022/23 Fire Department, Emergency Medical Services budget.

**Legal Review**

The City Attorney concurs that the desired Council action is within State Statue.

**SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF IDAHO FALLS, IDAHO AND WITTMAN ENTERPRISES, LLC**

THIS SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is made at Idaho Falls, Idaho, as of November 30, 2022, by and between CITY OF IDAHO FALLS ("City") and WITTMAN ENTERPRISES, LLC ("Contractor"), ("the Parties" or "Parties") as follows.

RECITALS

City and Contractor entered into an Agreement ("Agreement") for Consulting Services, dated October 1, 2014 through December 19, 2018, where the Contractor provided billing and collection services to the City for its ambulance services.

City and Contractor entered into a new Agreement for Consulting Services, dated December 20, 2018 with the term ending December 19, 2023, and now desire to amend the Agreement ("Second Amendment.")

Based on the foregoing Recitals, the Parties agree to this Second Amendment of the Agreement as follows:

1. Contract Term

   Parties agree to amend the contract term to January 1, 2023 through December 31, 2027 (5-year-term).

2. Ambulance Billing Consulting Services Rate

   Parties agree to modify the contracted fees charged by Wittman Enterprises, LLC for ambulance billing and collection services to 4.5% of net collections for contract years one (1) though five (5).

3. Day One Motor Vehicle Accident-Related Billing Program

   3.1 Using a subcontracted service provider requested by the City (GoSB, LLC), Contractor will administer a specialized billing program to identify and bill statutory compliant reimbursement revenues available to the City from accident-related claims (the "Day One ARC Review").

   3.2 In accordance with Idaho statutes, ARC Billing will focus explicitly on claims arising from Motor Vehicle Accidents ("MVA").

   3.3 Program is contingent upon successful recovery of additional reimbursement revenues posting to City accounts.

   3.4 Contractor will invoice City 12% of net collections monthly for revenues received from GoSB billing.

   3.5 Contractor will invoice City 4.5% of net collections monthly for revenues received from GoSB billing for account processing, follow-up, and revenues posted, and administered by Wittman Enterprises, LLC from payments collected from GoSB billing.

4. Except as otherwise amended by this Second Amendment, the Agreement and each and every term, covenant and condition thereof shall remain in full force and effect.

5. This Second Amendment to the Agreement is necessary to memorialize the modification of the Agreement and each party acknowledges, affirms and agrees that there is adequate consideration to support the making and enforcement of this Second Amendment. Furthermore, each Party acknowledges that with his/her signature that he/she has authority to bind the entity for which she/he signs.

IN WITTNESS WHEREOF, the Parties hereto have caused this Second Amendment to be duly executed and express their intention to be bound to its terms.

Dated: November 30, 2022

| | |
|---|---|
| WITTMAN ENTERPRISES, LLC | CITY OF IDAHO FALLS |
| _____ | _____ |
| Corinne Wittman-Wong, CEO | Rebecca L. Noah Casper, Mayor |

**AGREEMENT FOR PROFESSIONAL AMBULANCE BILLING SERVICES BETWEEN THE CITY OF IDAHO FALLS, IDAHO AND WITTMAN ENTERPRISES, LLC**

This Agreement made and entered into this 20 day of DECEMBER 2018, by and between **the City of Idaho Falls, Idaho,** hereinafter referred to as "PROVIDER," and **Wittman Enterprises, LLC**, hereinafter referred to as "WITTMAN"

**RECITALS**

**WHEREAS**, PROVIDER desires to use the billing service offered by WITTMAN, an independent contractor, for the purpose of performing the services described in SECTION 2. SCOPE OF SERVICES; and

**WHEREAS,** concurrently with entering into this Agreement, that the parties are also entering into the HIPAA Business Associate Agreement ("HIPAA Agreement"), attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein; and

**WHEREAS,** this Agreement is the "UNDERLYING Agreement" which is the basis for the HIPPA Agreement

**NOW, THEREFORE,** the parties hereto mutually covenant and agree, and by these presents do covenant and agree, with each other as follows:

**1. TERM**: This Agreement shall commence on the first day of the month following the date it is executed by WITTMAN and PROVIDER and it shall continue in full force for three (3) consecutive years, plus two (2) optional additional terms, unless terminated pursuant to the provisions of Section 14 of this Agreement.

**2. SCOPE OF SERVICES**: WITTMAN will perform services as set forth detailed in this section. PROVIDER understands, agrees to, and accepts that WITTMAN has no responsibility or obligation for determining the accuracy of any claims made to governmental agencies, and that WITTMAN relies on PROVIDER for making any such claims on documentation. All services provided pursuant to this Agreement shall also be subject to the terms and conditions of the HIPAA Agreement. To the extent there is any conflict between the provisions of this Agreement and the provisions of the HIPAA Agreement, the HIPAA Agreement will control.

**2.1 Private Billing**

WITTMAN will prepare all invoices and follow-up mailings. Initial invoicing with both English and Spanish instructions will be on 8" x 11" billings and will be placed in envelopes, sealed and mailed, postage prepaid. Initial invoicing occurs within seven (7) business days. The patient may also have the option to receive billing electronically. A toll free 800-like telephone number will be provided to patients. An initial telephone call will also be made at that time to elicit any insurance information from the patient or patient's family. If

WITTMAN receives no answer to the call, WITTMAN will send an inquiry letter in addition to the initial invoice. A sample bill schedule is as follows:

| Private Bill Schedule | |
|---|---|
| 1. Invoice | Immediately |
| 2. Statement | thirty (30) days from Invoice |
| 3. Past Due | twenty (20) days from Statement |
| 4. Final Demand | ten (10) days from Past Due |

**2.2 Medicare and Medicaid**

WITTMAN will prepare all invoices and electronically convey to Medicare and Medicaid fiscal intermediaries within seven (7) days of receipt patient documentation. All secondary and coinsurance billing will be transferred immediately to the appropriate secondary pay source and billed within twenty-four (24) hours to that source.

**2.3 Workers' Compensation and Private Insurance**

WITTMAN will bill private insurance, supplemental insurance, secondary insurance and Workers' Compensation according to specific requirements. Electronic billing of insurance companies will be performed where appropriate. Any correspondence for additional information or follow up necessary to secure insurance payments will be performed by WITTMAN

**2.4 Delinquent Claim Handling**

Telephone follow up at a minimum of three (3) calls will continue to the patient until payment in full is received, acceptable payment arrangements are established or the account is returned to PROVIDER for collection or other handling.

**2.5 Receipts Processing**

WITTMAN will accept payments in the form of cash, check, money order, cashier's check or credit card. All cash receipts will be deposited and posted within one (1) day of receipt of funds. All funds will be deposited into a PROVIDER-designated bank account. Bank deposit receipts will be sent electronically to PROVIDER. WITTMAN shall have no access to the proceeds of the receipts. All funds shall be under the exclusive control of PROVIDER.

All credit card fees incurred through payment processing will be the responsibility of PROVIDER. A credit card processor/merchant account will be designated and set up by PROVIDER.

**2.6 Refunds:** WITTMAN will research and verify all overpayments. If a refund is required, WITTMAN will submit electronically all supporting documentation to PROVIDER upon completion of research. PROVIDER will issue payment directly to specified party and will send an electronic copy to WITTMAN, to be posted to the patient's account within twenty-four (24) hours.

**2.7 Reports**

Each month WITTMAN will perform accurate month end close procedures that will result, at a minimum, in the following reports:

(a) Monthly Ticket Survey
(b) Monthly Sales Journal
(c) Monthly Cash Receipts Journal
(d) Monthly Receivables Aging
(e) Management A/R Analysis
(f) Statistical Reports customized to client needs
(g) Additional Reports currently run for Finance and Fire personnel

Such reports will be available to PROVIDER on the fifteenth ($15^{th}$) day of the month following the date of service, or ten (10) business days after the final submission of patient care records from the previous month.

**2.8 Source Documents**

WITTMAN will retain in electronic format all source documents including attachments for six (6) years from the date of the reported incident. When this Agreement is terminated, all source documents shall be returned to PROVIDER in an electronic format at PROVIDER's expense.

**2.9 Training**

will provide annual revenue enhancement training for EMS and financial staff of PROVIDER. This includes four (4) hours of teleconference, webinar or Skype-facilitated training for PROVIDER general staff and six (6) hours for EMS management. Additional training may be provided as requested by PROVIDER at a contract rate of $85.00 per instructional hour. Additional onsite training as requested by PROVIDER may be provided at a contract rate of $100.00 per hour plus travel expenses.

**2.10 Claims**

to perform proper follow up of outstanding billings and proper posting and tracking of accounts receivable.

(c) Obtain patient signature or patient representative signature on trip ticket, or indicate why unable to obtain signature.

**3. COMPENSATION AND PAYMENT**: WITTMAN will provide the billing services as stated for a fee as outlined in Subsection 3.1, below. WITTMAN will invoice PROVIDER at the end of each month. Invoices are payable upon receipt and shall be deemed late if not received by WITTMAN within thirty (30) calendar days of the invoice date.

**3.1 Fees**

| | | |
|---|---|---|
| A. | EMS Billing and Collections | 5.0% of Net Collections |
| B. | Monthly reports | Included |

**4. FINANCE CHARGE:** WITTMAN invoices unpaid by for more than forty-five (45) days are subject to a monthly interest charge of one and one-half percent (1½%) unless in dispute.

**5. AGENCY RELATIONSHIP**: WITTMAN is an independent billing service contractor and PROVIDER specifically designates WITTMAN to perform the services described in Section 2 of this Agreement. WITTMAN and PROVIDER agree that the intermediaries for Medicare and Medicaid may accept claims prepared and submitted by WITTMAN on behalf of PROVIDER only so long as this Agreement remains in effect.

**5.1 Liaison:** PROVIDER shall assign a liaison for conference and communication of any matters subject to the services provided under this Agreement.

**5.2 Coordination of Services:** WITTMAN and PROVIDER mutually agree that person(s) who have knowledge of this Agreement and the legal capacity to comply with this Agreement shall be available for conference at all regular business hours (Pacific Time). Each party agrees that during a time that this Agreement is in effect, the responsible contact person(s) will be available at all regular business hours (Pacific Time) for communication on matters relating to this Agreement. The current contact information as of the signing of this Agreement is:

| Primary Contact for WITTMAN | | Primary Contact for PROVIDER |
|---|---|---|
| Name: | Judy Vang | Eric Day |
| Title: | Client Liaison | Division Chief |
| Address: | 11093 Sun Center Drive | 343 E Street |
| | Rancho Cordova, CA 95670 | Idaho Falls, ID 983402 |
| Phone: | 916-669-4613 | 208-612-8173 |
| Email: | jvang@webillems.com | eday@idahofallsidaho.gov |

**6. PERFORMANCE MONITORING**: WITTMAN agrees to allow PROVIDER, or any agent or consultant as PROVIDER deems so qualified, to monitor, audit, review, examine, or study the methods, procedures and results of the billing and collection methods used by WITTMAN

**7. COMPLYING WITH THE LAW**: WITTMAN shall adhere to all applicable state and federal laws and regulations in effect during the term of this Agreement.

**8. INSURANCE**: WITTMAN will maintain in force throughout the term of this Agreement the following insurance:

| | | |
|---|---|---|
| A) | General Liability Insurance, | 3,000,000 aggregate, |
| B) | Professional liability Insurance, | 1,000,000 |
| C) | Workers Compensation Insurance, | 1,000,000. |

PROVIDER shall be named as an additional insured and WITTMAN shall furnish an endorsement thereof to PROVIDER.

**9. INDEMNIFICATION AND HOLD HARMLESS**: WITTMAN hereby agrees to indemnify, defend, and hold harmless PROVIDER, its officers, and employees from and against any and all liability, including any claim of liability and any losses or costs (including reasonable attorneys' and expert fees) arising out of the negligent or intentional act, recklessness or gross negligence of WITTMAN, its officers or employees.

PROVIDER agrees to defend, indemnify and hold WITTMAN, its officers, and employees harmless from and against any and all claim, actions, damages, expenses (including reasonable attorneys' and expert fees), arising out of the negligent or intentional act, recklessness or gross negligence of PROVIDER, its officers or employees.

**110. CORRECTION OF ERRORS**: WITTMAN shall use due care in processing the claims of the PROVIDER and shall correct any errors which occur within WITTMAN's reasonable control; such errors will be corrected at no additional charge to PROVIDER.

**11. DISPUTES**: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Civil Code of Procedure §1283.05 is incorporated into the discovery provisions of Code of Civil Procedure §1283 in all issues arising out of or relating to this Agreement, or the breach thereof.

**12. EXCUSE OF NON-PERFORMANCE**: Neither party shall be liable for damages to the other party for its failure of performance under the terms of this Agreement in the event the non-performing party's performance is prevented or made unreasonably difficult or costly by any labor dispute beyond control of the party, war, governmental action, looting, vandalism, earthquake, fire, flood, or any other natural occurrence.

**13. TERMINATION:** This Agreement may not be terminated early except: (i) for cause upon an Event of Default (as defined below) after notice and opportunity to cure in accordance with the provisions of this section; (ii) upon mutual written agreement of the parties; or, PROVIDER's failure to appropriate money to fund this Agreement in any subsequent fiscal year.

**13.1 <u>For Cause Termination: Notice and Opportunity To Cure</u>**. Either party shall have the right to terminate this Agreement, for cause, upon an uncured Event of Default. The parties agree that an "Event of Default" shall mean breach of a material term or provision of this Agreement. If there is an Event of Default, the non-violating party shall provide notice to the violating party specifying the Event of Default. The violating party shall have thirty (30) days to rectify/cure the Event of Default specified in the notice or to dispute, in writing, that an Even of Default has occurred, and if the violating party fails to rectify/cure such Event of Default or to dispute that an Event pf Default has occurred within such thirty (30) days, the non-violating party may, in its sole discretion may terminate this Agreement; *provided,*

*however*, that if such Event of Default cannot reasonably be rectified/cured within such thirty-day period, this Agreement may not be terminated so long as the violating party has commenced to rectify/cure the Event of Default within such thirty-day period and thereafter diligently and continuously proceeds to rectify/cure such Event of Default. Notwithstanding the notice provisions hereof, no notice and opportunity to cure or dispute that an Entry of Default has occurred shall be required if a party has previously received notice for the same or a substantially similar Event of Default within the twelve (12) month period immediately preceding the subject Event of Default.

**13.2 Rights Upon Termination.** The non-defaulting party shall have the right to enforce this Agreement by specific performance and shall have the right to pursue all other available legal and equitable remedies.

**13.3 Termination for Convenience.** This Agreement may be terminated by mutual consent of the parties upon written notice. In addition, either party may terminate this Agreement by giving thirty (30) days' prior written notice of intent to terminate, without waving any claims or remedies they may have against each other.

**14. DISENGAGEMENT AGREEMENT**: Upon the termination or expiration of this Agreement for any reason, WITTMAN will continue to perform billing services to the date agreed upon as the termination date. WITTMAN will return to PROVIDER all previously retained source documents, along with a full accounting of outstanding accounts receivable in an electronic format at PROVIDER's expense.

**15. NOTICE:** Any notice given hereunder shall be deemed served immediately if hand-delivered in writing to an officer or other duly-appointed representative of the party to whom the notice is directed, or if transmitted by electronic format to the email address listed below. Notices shall also be deemed served five business days after transmittal by registered, certified, express, or regular mail or by Federal Express to the business address identified below.

**WITTMAN: Wittman Enterprises, LLC**
Corinne Wittman-Wong, CEO
11093 Sun Center Drive
Rancho Cordova, CA 95670
Email: cwittmanwong@webillems.com

**PROVIDER: City of Idaho Falls**
Eric Day, Division Chief
343 E Street
Idaho Falls, ID 83402
Email: eday@idahofallsidaho.gov

**16. GENERAL PROVISIONS**: The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the applicable laws of the State of California. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Sacramento County, California.

Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall be a continuing waiver nor shall it affect or impair the

rights of the waiving party to require observance, performance or satisfaction either of that term or condition as its applies on any subsequent occasion or as to any other term or condition hereof.

Nothing in this Agreement, whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement nor shall any provision give any third persons any rights of subrogation or action over against any party to this Agreement.

Except for a successor of PROVIDER which provides ambulance services, neither party may assign their rights or duties under this Agreement without the prior written consent of the other party.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein.

The terms of this Agreement may not be modified in any manner except by an instrument in writing executed by all the parties.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first herein above written.

| "WITTMAN" | "PROVIDER" |
|---|---|
| WITTMAN ENTERPRISES, LLC | CITY OF IDAHO FALLS, IDAHO |
| Corinne Wittman 12/19/13 | |
| Corinne Wittman-Wong, CEO Date | Rebecca L. Noah Casper, Mayor Date |

## Attachment "A"

**Wittman Enterprises, LLC Business Associate Agreement Between Wittman Enterprises, LLC and the City of Idaho Falls, Idaho**

This Business Associate Agreement ("Agreement") between the **City of Idaho Falls, Idaho** (Covered Entity) and **Wittman Enterprises, LLC** (Business Associate) is executed to ensure that Wittman Enterprises, LLC will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of City of Idaho Falls in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

### A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. **Interpretation**. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

### B. Obligations of Business Associate

Wittman Enterprises, LLC agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to the City of Idaho Falls any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to the City of Idaho Falls without unreasonable delay but in no case later than 60 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Wittman Enterprises, LLC agree to the same restrictions, conditions, and requirements that apply to Wittman Enterprises, LLC with respect to such information;

5. Make PHI in a designated record set available to the City of Idaho Falls and to an individual who has a right of access in a manner that satisfies the City of Idaho Falls' obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed by the City of Idaho Falls, or take other measures necessary to satisfy the City of Idaho Falls, Idah0's obligations under 45 CFR §164.526;

7. Maintain and make available information required to provide an accounting of disclosures to the City of Idaho Falls or an individual who has a right to an accounting within 60 days and as necessary to satisfy the City's obligations under 45 CFR §164.528;

8. To the extent that Wittman Enterprises, LLC is to carry out any of the City's obligations under the HIPAA Privacy Rule, Wittman Enterprises, LLC shall comply with the requirements of the Privacy Rule that apply to the City of Idaho Falls when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Wittman Enterprises, LLC on behalf of the City of Idaho Falls available to the Secretary of the Department of Health and Human Services for purposes of determining Wittman Enterprises, LLC and the City of Idaho Falls' compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if the City of Idaho Falls notifies Wittman Enterprises, LLC of any restriction on the use or disclosure of PHI that the City of Idaho Falls, has agreed to or is required to abide by under 45 CFR §164.522; and

11. If the City of Idaho Falls is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Wittman Enterprises, LLC agrees to assist the City in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the City's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the City of Idaho Falls agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the City of Idaho Falls, of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any

potential harm that may have occurred, and provide a report to the City of Idaho Falls of any threat of identity theft as a result of the incident.

**C. Permitted Uses and Disclosures by Business Associate**

The specific uses and disclosures of PHI that may be made by Wittman Enterprises, LLC on behalf of the City of Idaho Falls include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the City of Idaho Falls to its patients;

2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;

3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by the City of Idaho Falls to its patients or to appeal denials of payment for the same; and

4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Wittman Enterprises, LLC has been engaged to perform on behalf of the City of Idaho Falls.

**D. Termination**

1. The City of Idaho Falls may terminate this Agreement if the City determines that Wittman Enterprises, LLC has violated a material term of the Agreement.

2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

3. Upon termination of this Agreement for any reason, Wittman Enterprises, LLC shall return to the City or destroy all PHI received from the City or created, maintained, or received by Wittman Enterprises, LLC on behalf of the City of Idaho Falls that Wittman Enterprises, LLC still maintains in any form. Wittman Enterprises, LLC shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this 20 day of DECEMBER, 2018

| WITTMAN ENTERPRISES, LLC | CITY OF IDAHO FALLS, IDAHO |
| --- | --- |
| Corinne Wittman 12/10/18 | Rebecca L. Noah Casper |
| Corinne Wittman-Wong, CEO Date | Rebecca L. Noah Casper, Mayor. Date |

**FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF IDAHO FALLS, IDAHO AND WITTMAN ENTERPRISES, LLC**

THIS FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is made at Idaho Falls, Idaho, as of December 10, 2021, by and between CITY OF IDAHO FALLS ("City") and WITTMAN ENTERPRISES, LLC ("Contractor"), ("the Parties" or "Parties") as follows.

RECITALS

City and Contractor entered into an Agreement ("Agreement") for Consulting Services, dated October 1, 2014 through December 19, 2018, where the Contractor provided billing and collection services to the City for its ambulance services.

City and Contractor have entered into a new Agreement for Consulting Services, dated December 20, 2018 with the term ending December 19, 2023, and now desire to amend the Agreement ("First Amendment.")

Based on the foregoing Recitals, the Parties agree to this First Amendment of the Agreement as follows:

1. Accident-Related Claims Secondary Review and Revenue Recovery Program

    1.1 Using a subcontracted service provider requested by the City (GoSB, LLC), Contractor will administer a specialized review program to identify, bill and collect statutory compliant reimbursement revenues still available to the City from accident-related claims (the "ARC Review").

    1.2 In accordance with Idaho statutes, ARC Review will focus explicitly on claims arising from Motor Vehicle Accidents ("MVA").

    1.3 Program is contingent upon successful recovery of additional reimbursement revenues posting to City accounts.

    1.4 Contractor will invoice City 27% monthly for revenues recovered and posted to City accounts in that particular month.

2. Except as otherwise amended by this First Amendment, the Agreement and each and every term, covenant and condition thereof shall remain in full force and effect.

3. This First Amendment to the Agreement is necessary to memorialize the modification of the Agreement and each party acknowledges, affirms and agrees that there is adequate consideration to support the making and enforcement of this First Amendment. Furthermore, each Party acknowledges that with his/her signature that he/she has authority to bind the entity for which she/he signs.

**[Signature Page to Follow]**

IN WITTNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed and express their intention to be bound to its terms.

Dated: December 10, 2021

WITTMAN ENTERPRISES, LLC

Corinne Wittman-Wong, CEO

CITY OF IDAHO FALLS

Rebecca L. Noah ~~Casper~~, Mayor

# Memorandum

**File #:** 21-726 **City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director
**DATE:** Tuesday, November 29, 2022
**DEPARTMENT:** Municipal Services

**Subject**
Annual Microsoft Software Product License Purchase for Information Technology

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the annual purchase of required city-wide Microsoft software product licenses from State of Idaho statewide contract with SHI for a total of $163,833.08 (or take other action deemed appropriate).

**Description, Background Information & Purpose**
The annual purchase of Microsoft software licenses is required for maintaining city network operations.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

This annual purchase supports the good governance community-oriented result by renewing software product licenses as required.

**Interdepartmental Coordination**
Reviews have been conducted with all necessary city departments to ensure coordination of software product license renewals.

**Fiscal Impact**
Funds for the annual software license renewal are budgeted in the 2022/23 Municipal Services Department, Information Technology division operating budget.

**Legal Review**
The City Attorney concurs that the desired Council action is within State Statute.

Pricing Proposal
Quotation #: 22716327
Reference #: 11/3/22 EA#77308431
Created On: 11/3/2022
Valid Until: 12/30/2022

## ID-City of Idaho Falls

**Joseph Nilsson**
308 Constitution Way
Idaho Falls, ID 83402
United States
Phone: (208) 612-8118
Fax:
Email: JNilsson@idahofallsidaho.gov

## Inside Account Manager

**Michaela Knoblock**
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-652-6427
Fax: 732-652-3004
Email: michaela_knoblock@shi.com

All Prices are in US Dollar (USD)

| | Product | Qty | Your Price | Total |
|---|---|---|---|---|
| 1 | CCAL Bridge O365 Sub Per User<br>Microsoft - Part#: AAA-12414<br>Contract Name: NASPO Software VAR<br>Contract #: ADSPO16-130651<br>Subcontract #: PADD17200277<br>Coverage Term: 12/1/2022 – 11/30/2023 | 80 | $19.61 | $1,568.80 |
| 2 | Win Enterprise Device ALng Upgrade SA<br>Microsoft - Part#: KV3-00381<br>Contract Name: NASPO Software VAR<br>Contract #: ADSPO16-130651<br>Subcontract #: PADD17200277<br>Coverage Term: 12/1/2022 – 11/30/2023 | 75 | $145.28 | $10,896.00 |
| | | | Total | $12,464.80 |

**Additional Comments**

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

Pricing Proposal
Quotation #: 22652348
Reference #: 11/3/22 EA#77308431
Created On: 10/18/2022
Valid Until: 12/30/2022

## ID-City of Idaho Falls

**Joseph Nilsson**
308 Constitution Way
Idaho Falls, ID 83402
United States
Phone: (208) 612-8118
Fax:
Email: JNilsson@idahofallsidaho.gov

## Inside Account Manager

**Michaela Knoblock**
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-652-6427
Fax: 732-652-3004
Email: michaela_knoblock@shi.com

All Prices are in US Dollar (USD)

| | Product | Qty | Your Price | Total |
|---|---|---|---|---|
| 1 | O365 G1 FSA GCC Sub Per User<br>Microsoft - Part#: 7R6-00001<br>Contract Name: NASPO Software VAR<br>Contract #: ADSPO16-130651<br>Subcontract #: PADD17200277<br>Coverage Term: 12/1/2022 – 11/30/2023 | 250 | $64.20 | $16,050.00 |
| 2 | CCAL Bridge O365 FSA Sub Per User<br>Microsoft - Part#: AAA-12416<br>Contract Name: NASPO Software VAR<br>Contract #: ADSPO16-130651<br>Subcontract #: PADD17200277<br>Coverage Term: 12/1/2022 – 11/30/2023 | 600 | $16.69 | $10,014.00 |
| 3 | Win Remote Desktop Services CAL ALng SA UCAL<br>Microsoft - Part#: 6VC-01254<br>Contract Name: NASPO Software VAR<br>Contract #: ADSPO16-130651<br>Subcontract #: PADD17200277<br>Coverage Term: 12/1/2022 – 11/30/2023 | 60 | $21.69 | $1,301.40 |
| 4 | Win Server Standard Core ALng SA 2L<br>Microsoft - Part#: 9EM-00270<br>Contract Name: NASPO Software VAR<br>Contract #: ADSPO16-130651<br>Subcontract #: PADD17200277<br>Coverage Term: 12/1/2022 – 11/30/2023 | 16 | $17.79 | $284.64 |
| 5 | Win Enterprise Device ALng SA<br>Microsoft - Part#: KV3-00368<br>Contract Name: NASPO Software VAR<br>Contract #: ADSPO16-130651<br>Subcontract #: PADD17200277<br>Coverage Term: 12/1/2022 – 11/30/2023 | 600 | $44.47 | $26,682.00 |
| 6 | Exchange Server Standard ALng SA<br>Microsoft - Part#: 312-02257<br>Contract Name: NASPO Software VAR | 4 | $126.82 | $507.28 |

| | | | | |
|---|---|---|---|---|
| | Contract #: ADSPO16-130651<br>Subcontract #: PADD17200277<br>Coverage Term: 12/1/2022 – 11/30/2023 | | | |
| 7 | O365 G3 FSA GCC Sub Per User<br>Microsoft - Part#: AAA-11924<br>Contract Name: NASPO Software VAR<br>Contract #: ADSPO16-130651<br>Subcontract #: PADD17200277<br>Coverage Term: 12/1/2022 – 11/30/2023 | 350 | $182.25 | $63,787.50 |
| 8 | SQL Server Enterprise Core ALng SA 2L<br>Microsoft - Part#: 7JQ-00343<br>Contract Name: NASPO Software VAR<br>Contract #: ADSPO16-130651<br>Subcontract #: PADD17200277<br>Coverage Term: 12/1/2022 – 11/30/2023 | 4 | $2,254.05 | $9,016.20 |
| 9 | SQL Server Standard Core ALng SA 2L<br>Microsoft - Part#: 7NQ-00292<br>Contract Name: NASPO Software VAR<br>Contract #: ADSPO16-130651<br>Subcontract #: PADD17200277<br>Coverage Term: 12/1/2022 – 11/30/2023 | 2 | $587.82 | $1,175.64 |
| 10 | Visio Standard ALng SA<br>Microsoft - Part#: D86-01253<br>Contract Name: NASPO Software VAR<br>Contract #: ADSPO16-130651<br>Subcontract #: PADD17200277<br>Coverage Term: 12/1/2022 – 11/30/2023 | 4 | $51.78 | $207.12 |
| 11 | SfB Server ALng SA<br>Microsoft - Part#: 5HU-00216<br>Contract Name: NASPO Software VAR<br>Contract #: ADSPO16-130651<br>Subcontract #: PADD17200277<br>Coverage Term: 12/1/2022 – 11/30/2023 | 1 | $654.09 | $654.09 |
| 12 | Win Server DC Core ALng SA 2L<br>Microsoft - Part#: 9EA-00278<br>Contract Name: NASPO Software VAR<br>Contract #: ADSPO16-130651<br>Subcontract #: PADD17200277<br>Coverage Term: 12/1/2022 – 11/30/2023 | 140 | $126.21 | $17,669.40 |
| 13 | O365 G5 GCC Sub Per User<br>Microsoft - Part#: T2N-00001<br>Contract Name: NASPO Software VAR<br>Contract #: ADSPO16-130651<br>Subcontract #: PADD17200277<br>Coverage Term: 12/1/2022 – 11/30/2023 | 5 | $407.39 | $2,036.95 |
| 14 | Exchange Online P2 GCC Sub Per User<br>Microsoft - Part#: 3NS-00003<br>Contract Name: NASPO Software VAR<br>Contract #: ADSPO16-130651<br>Subcontract #: PADD17200277<br>Coverage Term: 12/1/2022 – 11/30/2023 | 25 | $72.85 | $1,821.25 |
| 15 | Power Automate GCC Sub Per User<br>Microsoft - Part#: SFR-00001 | 1 | $160.81 | $160.81 |

Contract Name: NASPO Software VAR
Contract #: ADSPO16-130651
Subcontract #: PADD17200277
Coverage Term: 12/1/2022 – 11/30/2023

| | |
|---|---|
| Total | $151,368.28 |

**Additional Comments**

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

# Memorandum

**File #:** 21-735 **City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director
**DATE:** Tuesday, November 29, 2022
**DEPARTMENT:** Municipal Services

**Subject**
Treasurer's Report for October 2022

**Council Action Desired**

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the Treasurer's Report for the month-ending October 2022 (or take other action deemed appropriate).

**Description, Background Information & Purpose**

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending October 2022, total cash, and investments total $152.3M. Total receipts received and reconciled to the general ledger were reported at $23.4M, which includes revenues of $21.9M and interdepartmental transfers of $1.5M. Total distributions reconciled to the general ledger were reported at $22.6M, which includes salary and benefits of $6.3M, operating costs of $14.8M and interdepartmental transfers of $1.5M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at $143.3M.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The monthly Treasurer's Report supports the good governance community-oriented result by providing sound fiscal management and enable trust and transparency.

**Interdepartmental Coordination**

Not applicable.

**Fiscal Impact**

Not applicable.

**Legal Review**

Not applicable.



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IDAHO FALLS

City-Wide Actual Cash & Investments by Fund

FY 2022-2023 October

| # | FUND | Beginning Cash & Investments | Interest Earned | Total Receipts | Total Disbursements | Ending Cash & Investments | FY 2021-2022 October Ending Cash & Investments |
|---|---|---|---|---|---|---|---|
| 1 | GENERAL | 23,627,204 | 43,090 | 4,381,523 | 6,241,491 | 21,767,236 | 15,523,866 |
| 10 | STREET | 6,973,002 | 13,024 | 864,579 | 1,265,829 | 6,571,753 | 3,828,200 |
| 11 | RECREATION | 43,800 | 82 | 81,394 | 166,271 | (41,076) | 902,397 |
| 12 | LIBRARY | 3,953,379 | 7,384 | 48,596 | 277,634 | 3,724,341 | 3,823,041 |
| 13 | AIRPORT PFC FUND | 1,863,476 | 3,481 | 27,623 | 5,337 | 1,885,762 | 635,203 |
| 14 | MUNICIPAL EQUIP. REPLCMT. | - | - | - | - | - | 4,741,204 |
| 15 | EL. LT. WEATHERIZATION FD | - | - | - | 10,708 | (10,708) | 3,691,542 |
| 16 | BUSINESS IMPRV. DISTRICT | 112,519 | 210 | 832 | 38,822 | 74,528 | 83,125 |
| 18 | GOLF | 181,167 | 338 | 232,809 | 271,126 | 142,850 | (132,413) |
| 19 | RISK MANAGEMENT | 3,375,965 | 6,492 | 375,208 | 671,852 | 3,079,321 | 3,121,893 |
| 20 | SELF-INSURANCE FD. | 4,488,655 | 8,384 | 8,384 | 12,855 | 4,484,184 | 4,646,544 |
| 23 | EMERGENCY MEDICAL SERVICES | 1,428,250 | 2,668 | 479,059 | 1,039,541 | 867,768 | (1,439,294) |
| 24 | WILDLAND | 37,285 | 70 | 234,935 | 10,511 | 261,708 | 171,072 |
| 32 | POLICE IMPACT FEES | 31,207 | 58 | 31,682 | 89 | 62,800 | - |
| 33 | FIRE IMPACT FEES | 12,870 | 24 | 5,748 | 37 | 18,582 | - |
| 34 | PARKS IMPACT FEES | 32,702 | 61 | 8,404 | 94 | 41,012 | - |
| 35 | STREETS IMPACT FEES | 128,603 | 240 | 107,494 | 368 | 235,728 | - |
| 41 | MUNICIPAL CAPITAL IMP. | 2,363,380 | 4,414 | 5,649 | 104,309 | 2,264,720 | 2,378,945 |
| 42 | STREET CAPITAL IMPROVEMENT | 777,961 | 1,453 | 263,251 | 20,428 | 1,020,784 | 840,032 |
| 43 | BRIDGE & ARTERIAL STREET | 926,981 | 1,731 | 1,731 | 3,763 | 924,949 | 814,069 |
| 45 | SURFACE DRAINAGE | 158,160 | 295 | 295 | 453 | 158,003 | 264,878 |
| 46 | TRAFFIC LIGHT CAPITAL IMPRV. | 1,250,700 | 2,336 | 37,802 | 6,053 | 1,282,449 | 1,270,681 |
| 47 | PARKS CAPITAL IMPROVEMENT | (27,590) | (52) | 696 | 310,470 | (337,363) | (150,651) |
| 49 | ZOO CAPITAL IMPROVEMENT | 487,758 | 911 | 31,461 | 28,754 | 490,465 | 410,338 |
| 50 | CIVIC AUDITORIUM CAPITAL IMP. | 198,893 | 371 | 371 | 570 | 198,695 | 204,992 |
| 51 | GOLF CAPITAL IMP. | 133,571 | 249 | 20,308 | - | 153,879 | (1,416,834) |
| 52 | POLICE CAPITAL IMPROVEMENT | (556,800) | 7,046 | 1,960,548 | 1,405,990 | (2,242) | (1,657,143) |
| 60 | AIRPORT | 3,772,530 | 35,977 | 4,131,285 | 510,317 | 7,393,499 | 1,347,075 |
| 61 | WATER | 19,262,093 | 10,592 | 1,268,371 | 2,283,236 | 18,247,228 | 15,858,542 |
| 62 | SANITATION | 5,670,843 | 68,655 | 501,699 | 369,821 | 5,802,722 | 5,604,441 |
| 64 | IDAHO FALLS POWER | 40,833,041 | 6,900 | 6,893,512 | 4,750,707 | 42,975,846 | 42,793,339 |
| 67 | FIBER | 580,773 | 1,085 | 225,232 | 1,329,923 | (523,917) | (1,153,168) |
| 68 | WASTEWATER | 29,340,876 | 54,802 | 1,239,720 | 1,484,712 | 29,095,884 | 27,627,759 |
| | TOTAL | 151,463,255 | 282,372 | 23,470,202 | 22,622,069 | 152,311,389 | 134,633,675 |

IDAHO FALLS

City-Wide Anticipated Revenue to Actual by Fund

FY 2022-2023 October

| # | Fund | Adjusted Budget | October 2022 Receipts | YTD Total Receipts | Difference-Unrealized Revenue | % of Actual to Budget |
|---|---|---|---|---|---|---|
| 1 | GENERAL FUND | 64,377,027 | 3,811,903 | 3,811,903 | (60,565,124) | 5.92% |
| 10 | STREET FUND | 8,285,900 | 844,609 | 844,609 | (7,441,291) | 10.19% |
| 11 | RECREATION FUND | 2,522,188 | 85,571 | 85,571 | (2,436,617) | 3.39% |
| 12 | LIBRARY FUND | 2,946,465 | 32,387 | 32,387 | (2,914,078) | 1.10% |
| 13 | AIRPORT PFC FUND | - | 22,286 | 22,286 | 22,286 | - |
| 14 | MERF Fund | - | - | - | - | - |
| 15 | EL PUBLIC PURPOSE FUND | - | - | - | - | - |
| 16 | BUS IMP DISTRICT | 115,000 | 509 | 509 | (114,491) | 0.44% |
| 18 | GOLF FUND | 3,402,314 | 233,028 | 233,028 | (3,169,286) | 6.85% |
| 19 | RISK MANAGEMENT FUND | 2,266,553 | 362,225 | 362,225 | (1,904,328) | 15.98% |
| 20 | HEALTH INSURANCE FUND | 50,000 | (4,471) | (4,471) | (54,471) | -8.94% |
| 23 | EMERGENCY MEDICAL SERVICE | 8,310,404 | 767,725 | 767,725 | (7,542,679) | 9.24% |
| 24 | WILDLAND FIRE | 1,500,000 | 234,828 | 234,828 | (1,265,172) | 15.66% |
| 32 | POLICE IMPACT FEES | 843,077 | 31,593 | 31,593 | (811,484) | 3.75% |
| 33 | FIRE IMPACT FEES | 452,282 | 5,712 | 5,712 | (446,570) | 1.26% |
| 34 | PARKS & REC IMPACT FEES | 900,706 | 8,310 | 8,310 | (892,396) | 0.92% |
| 35 | STREETS IMPACT FEES | 2,500,000 | 107,125 | 107,125 | (2,392,875) | 4.29% |
| 41 | MUNICIPAL CAP IMP | 1,290,618 | 18,680 | 18,680 | (1,271,938) | 1.45% |
| 42 | STREET CAP IMP | 4,491,000 | 261,023 | 261,023 | (4,229,977) | 5.81% |
| 43 | BRIDGE & ARTERIAL FUND | - | 31,550 | 31,550 | 31,550 | - |
| 45 | SURFACE DRAINANGE FUND | - | 943 | 943 | 943 | - |
| 46 | TRAFFIC LIGHT CAP IMP | 436,600 | 34,220 | 34,220 | (402,380) | 7.84% |
| 47 | PARKS CAP IMP | 90,000 | 645 | 645 | (89,355) | 0.72% |
| 48 | FIRE CAP IMP | 401,524 | 628 | 628 | (400,896) | 0.16% |
| 49 | ZOO CAP IMP | 1,850,000 | 30,064 | 30,064 | (1,819,936) | 1.63% |
| 50 | CIVIC AUDITORIUM CAP IMP | 400,000 | (198) | (198) | (400,198) | -0.05% |
| 51 | GOLF CAP IMP | 291,600 | 20,308 | 20,308 | (271,292) | 6.96% |
| 52 | POLICE CAP IMP | 30,000,000 | 1,960,548 | 1,960,548 | (28,039,452) | 6.54% |
| 60 | AIRPORT FUND | 27,732,166 | 4,135,664 | 4,135,664 | (23,596,502) | 14.91% |
| 61 | WATER FUND | 13,609,500 | 1,189,322 | 1,189,322 | (12,420,178) | 8.74% |
| 62 | SANITATION FUND | 5,300,000 | 480,012 | 480,012 | (4,819,988) | 9.06% |
| 64 | ELECTRIC LIGHT FUND | 66,607,920 | 4,969,685 | 4,969,685 | (61,638,235) | 7.46% |
| 67 | FIBER | 3,750,000 | 241,403 | 241,403 | (3,508,597) | 6.44% |
| 68 | WASTEWATER | 12,650,000 | 1,130,272 | 1,130,272 | (11,519,728) | 8.93% |
| | TOTAL | 267,372,844 | 21,048,108 | 21,048,108 | (246,324,736) | 7.87% |

FY 2021-2022 October

| Adjusted Budget | YTD Total Receipts | Difference-Unrealized Revenue | % of Actual to Budget |
|---|---|---|---|
| 53,588,052 | 3,251,236 | (50,336,816) | 6.07% |
| 7,940,709 | 847,724 | (7,092,985) | 10.68% |
| 3,434,554 | 38,750 | (3,395,804) | 1.13% |
| 3,641,394 | 363,091 | (3,278,303) | 9.97% |
| - | 89,763 | 89,763 | - |
| 2,419,100 | 203,708 | (2,215,392) | 8.42% |
| 1,208,000 | 163,241 | (1,044,759) | 13.51% |
| 90,000 | 1,052 | (88,948) | 1.17% |
| 3,010,540 | 164,336 | (2,846,204) | 5.46% |
| 1,955,503 | 109,740 | (1,845,763) | 5.61% |
| 50,000 | (4,661) | (54,661) | -9.32% |
| 7,097,114 | 520,179 | (6,576,935) | 7.33% |
| 1,200,000 | 133,719 | (1,066,281) | 11.14% |
| - | - | - | - |
| - | - | - | - |
| - | - | - | - |
| - | - | - | - |
| 810,618 | (337) | (810,955) | -0.04% |
| 307,000 | 21,936 | (285,064) | 7.15% |
| 160,000 | 7,734 | (152,266) | 4.83% |
| 41,500 | 1,243 | (40,257) | 3.00% |
| 436,596 | 23,147 | (413,449) | 5.30% |
| 65,000 | 703,723 | 638,723 | 1082.65% |
| 401,524 | 522 | (401,002) | 0.13% |
| 2,000,000 | 4,723 | (1,995,277) | 0.24% |
| 200,000 | (580) | (200,580) | -0.29% |
| 291,600 | 11,013 | (280,587) | 3.78% |
| 30,000,000 | (2,209) | (30,002,209) | -0.01% |
| 14,947,300 | 343,850 | (14,603,450) | 2.30% |
| 11,762,500 | 1,154,603 | (10,607,897) | 9.82% |
| 5,214,000 | 506,606 | (4,707,394) | 9.72% |
| 68,045,982 | 4,896,412 | (63,149,570) | 7.20% |
| 1,251,455 | 81,911 | (1,169,544) | 6.55% |
| 12,874,000 | 1,197,377 | (11,676,623) | 9.30% |
| 234,444,041 | 14,833,553 | (219,610,488) | 6.33% |

IDAHO FALLS

General Fund Revenue to Actual

FY 2022-2023 October

| Description | Adjusted Budget | YTD Total Receipts | Difference- Unrealized Revenue | % of Actual to Budget |
|---|---|---|---|---|
| TAXES AND FRANCHISES | 33,960,945 | 48,387 | 33,912,558 | 0.14% |
| LICENSES & PERMITS REVENUE | 1,562,026 | 137,761 | 1,424,265 | 8.82% |
| FEDERAL GRANTS | 3,370,000 | 12,000 | 3,358,000 | 0.36% |
| STATE GRANTS | 4,631,918 | 253,120 | 4,378,798 | 5.46% |
| STATE SHARED REVENUES | 9,617,693 | 2,174,728 | 7,442,965 | 22.61% |
| LOCAL SHARED REVENUES | 3,030,792 | 468,728 | 2,562,064 | 15.47% |
| PAYMENT IN-LIEU-TAX | 4,727,834 | 382,251 | 4,345,583 | 8.09% |
| CHARGES FOR SERVICES- GENERAL | 584,350 | 41,086 | 543,264 | 7.03% |
| CHARGES FOR SERVICES-ZOO | 851,650 | 30,573 | 821,077 | 3.59% |
| CHARGES FOR SERVICES-PARKS | 362,500 | 34,138 | 328,362 | 9.42% |
| CHARGES FOR SERVICES-CEMETERY | 190,000 | 15,675 | 174,325 | 8.25% |
| CHARGES FOR SERVICES-ANIMAL CONTROL & SHELTER | 116,000 | 7,858 | 108,142 | 6.77% |
| CHARGES FOR SERVICES-COMMUNITY FACILITIES | 127,500 | 500 | 127,000 | 0.39% |
| FINES & FORFEITURES | 255,600 | 11,943 | 243,657 | 4.67% |
| INTEREST INCOME | 230,000 | 43,090 | 186,910 | 18.73% |
| MARKET ADJUSTMENT | - | (66,454) | 66,454 | 0.00% |
| RENTALS & LEASES | 101,000 | 43,023 | 57,977 | 42.60% |
| REFUNDS | 202,887 | 2,298 | 200,589 | 1.13% |
| CONTRIBUTIONS--PRIVATE SOURCES | 110,085 | 3,660 | 106,425 | 3.33% |
| OTHER MISCELLANEOUS REV. | 344,247 | 15,015 | 329,232 | 4.36% |
| MERF DEPRECIATION | - | 152,525 | (152,525) | - |
| OTHER FINANCING SOURCES | - | - | - | - |
| GENERAL FUND TOTAL | 64,377,027 | 3,811,903 | 60,565,124 | 5.92% |

FY 2021-2022 October

| Adjusted Budget | YTD Total Receipts | Difference- Unrealized Revenue | % of Actual to Budget |
|---|---|---|---|
| 32,239,503 | 220,883 | 32,018,620 | 0.69% |
| 1,388,500 | 165,471 | 1,223,029 | 11.92% |
| 355,555 | - | 355,555 | 0.00% |
| 2,154,325 | 14,611 | 2,139,714 | 0.68% |
| 7,257,712 | 1,765,141 | 5,492,571 | 24.32% |
| 2,305,546 | 465,324 | 1,840,222 | 20.18% |
| 4,635,075 | 384,005 | 4,251,070 | 8.28% |
| 535,500 | 34,405 | 501,095 | 6.42% |
| 722,253 | 23,643 | 698,610 | 3.27% |
| 370,000 | 13,128 | 356,872 | 3.55% |
| 175,000 | 10,900 | 164,100 | 6.23% |
| 116,000 | 5,580 | 110,420 | 4.81% |
| 128,000 | 1,200 | 126,800 | 0.94% |
| 258,000 | 15,284 | 242,716 | 5.92% |
| 130,000 | 26,358 | 103,642 | 20.28% |
| - | (81,816) | 81,816 | - |
| 111,000 | 33,166 | 77,834 | 29.88% |
| 212,000 | 92,008 | 119,992 | 43.40% |
| 360,550 | 27,348 | 333,202 | 7.59% |
| 588,533 | 44,568 | 543,965 | 7.57% |
| - | - | - | - |
| (455,000) | (9,970) | (445,030) | 2.19% |
| 53,588,052 | 3,251,236 | 50,336,816 | 6.07% |

IDAHO FALLS

City-Wide Expenditures-Budget to Actual by Fund

FY 2022-2023 October

| # | Fund | Adjusted Budget | October 2022 Expenses | YTD Total Expenses | % of Actual to Budget | Difference-Remaining Expense |
|---|---|---|---|---|---|---|
| 1 | GENERAL FUND | 65,728,157 | 3,605,519 | 3,605,519 | 5.49% | 57,301,654 |
| 10 | STREET FUND | 9,768,274 | 308,056 | 308,056 | 3.15% | 8,807,317 |
| 11 | RECREATION FUND | 2,522,188 | 133,683 | 133,683 | 5.30% | 2,292,490 |
| 12 | LIBRARY FUND | 2,946,465 | 130,038 | 130,038 | 4.41% | 2,714,980 |
| 13 | AIRPORT PFC FUND | - | - | - | - | - |
| 14 | MERF Fund | - | - | - | - | - |
| 15 | EL PUBLIC PURPOSE FUND | - | - | - | - | - |
| 16 | BUS IMP DISTRICT | 115,000 | 38,500 | 38,500 | 33.48% | 76,500 |
| 18 | GOLF FUND | 3,411,427 | 215,690 | 215,690 | 6.32% | 2,783,841 |
| 19 | RISK MANAGEMENT FUND | 4,228,629 | 636,269 | 636,269 | 15.05% | 3,592,360 |
| 20 | HEALTH INSURANCE FUND | 100,000 | 0 | 0 | - | 100,000 |
| 23 | EMERGENCY MEDICAL SERVICE | 8,340,368 | 908,818 | 908,818 | 10.90% | 7,472,890 |
| 24 | WILDLAND FIRE | 1,489,189 | 5,720 | 5,720 | - | 1,428,776 |
| 32 | POLICE IMPACT FEES | 843,077 | - | - | - | 843,077 |
| 33 | FIRE IMPACT FEES | 452,282 | - | - | - | 452,282 |
| 34 | PARKS & REC IMPACT FEES | 900,706 | - | - | - | 900,706 |
| 35 | STREETS IMPACT FEES | 2,500,000 | - | - | - | 2,500,000 |
| 41 | MUNICIPAL CAP IMP | 2,000,000 | - | - | - | 1,984,557 |
| 42 | STREET CAP IMP | 4,550,000 | - | - | - | 4,438,262 |
| 43 | BRIDGE & ARTERIAL FUND | 400,000 | - | - | - | 214,718 |
| 45 | SURFACE DRAINANGE FUND | 250,000 | - | - | - | 246,590 |
| 46 | TRAFFIC LIGHT CAP IMP | 990,000 | - | - | - | 695,982 |
| 47 | PARKS CAP IMP | - | - | - | - | (751,675) |
| 48 | FIRE CAP IMP | - | - | - | - | - |
| 49 | ZOO CAP IMP | 1,850,000 | 14,712 | 14,712 | 0.80% | 1,815,555 |
| 50 | CIVIC AUDITORIUM CAP IMP | 600,000 | - | - | - | 600,000 |
| 51 | GOLF CAP IMP | 290,000 | - | - | - | 196,966 |
| 52 | POLICE CAP IMP | 30,000,000 | 3,423 | 3,423 | - | 11,565,752 |
| 90 | CONTINGENCY | 23,843,878 | - | - | - | 23,843,878 |
| 60 | AIRPORT FUND | 27,732,166 | 403,664 | 403,664 | 1.46% | 24,753,809 |
| 61 | WATER FUND | 22,656,087 | 368,937 | 368,937 | 1.63% | 20,727,773 |
| 62 | SANITATION FUND | 5,544,408 | 294,958 | 294,958 | 5.32% | 4,844,088 |
| 64 | ELECTRIC LIGHT FUND | 78,783,287 | 3,897,947 | 3,897,947 | 4.95% | 71,581,479 |
| 67 | FIBER | 7,543,209 | 152,274 | 152,274 | 2.02% | 6,495,893 |
| 68 | WASTEWATER | 23,037,505 | 401,567 | 401,567 | 1.74% | 17,953,083 |
| | TOTAL | 333,416,302 | 11,519,776 | 11,519,776 | 3.46% | 282,473,584 |

| | |
|---|---|
| Based on Months | 8.33% |
| Based on Payroll | 7.69% |

FY 2021-2022 October

| Adjusted Budget | YTD Total Expenses | % of Actual to Budget |
|---|---|---|
| 54,100,969 | 3,087,913 | 5.71% |
| 9,068,761 | 417,201 | 4.60% |
| 3,487,819 | 123,123 | 3.53% |
| 4,464,135 | 163,428 | 3.66% |
| - | - | - |
| 3,686,196 | 1,815,296 | 49.25% |
| 1,208,000 | 23,444 | 1.94% |
| 85,000 | 25,000 | 29.41% |
| 3,071,067 | 194,343 | 6.33% |
| 3,914,496 | 538,688 | 13.76% |
| 60,000 | - | - |
| 6,746,000 | 442,168 | 6.55% |
| 1,039,132 | 12,906 | 1.24% |
| - | - | - |
| - | - | - |
| - | - | - |
| - | - | - |
| 1,080,831 | 8,170 | 0.76% |
| 1,000,000 | - | - |
| 350,000 | 147,330 | 42.09% |
| 50,000 | - | - |
| 545,000 | - | - |
| 292,919 | 1,550 | 0.53% |
| - | - | - |
| 2,000,000 | 770 | 0.04% |
| 200,000 | - | - |
| 275,000 | - | - |
| 30,000,000 | - | - |
| 18,015,683 | - | - |
| 14,982,017 | 240,979 | 1.61% |
| 18,547,021 | 457,110 | 2.46% |
| 6,333,350 | 330,646 | 5.22% |
| 82,487,907 | 1,548,090 | 1.88% |
| 6,293,260 | 123,587 | 1.96% |
| 21,507,174 | 464,365 | 2.16% |
| 294,891,737 | 10,166,107 | 3.45% |

IDAHO FALLS

General Fund Expenditures- Budget to Actual by Department

FY 2022-2023 October

| # | Department | Adjusted Budget | October 2022 Expenses | YTD Total Expenses | % of Actual to Adj. Budget | Encumbrance | YTD Total Expenses w/ Encumbrances | Difference- Remaining Expense |
|---|---|---|---|---|---|---|---|---|
| 1 | MAYOR & COUNCIL | 514,162 | 43,936 | 43,936 | 8.55% | 53,275 | 97,211 | 416,951 |
| 1 | LEGAL | 504,362 | 26,628 | 26,628 | 5.28% | 14,665 | 41,293 | 463,069 |
| 1 | MUNICIPAL SERVICES | 6,812,112 | 115,711 | 115,711 | 1.70% | 2,086,371 | 2,202,081 | 4,610,031 |
| 1 | COMMUNITY DEVELOPMENT | 4,424,910 | 378,524 | 378,524 | 8.55% | 793,249 | 1,171,773 | 3,253,137 |
| 1 | HUMAN RESOURCES | 421,505 | 29,432 | 29,432 | 6.98% | 114,717 | 144,148 | 277,357 |
| 1 | POLICE | 23,097,439 | 1,077,612 | 1,077,612 | 4.67% | 414,204 | 1,491,817 | 21,605,622 |
| 1 | FIRE | 14,508,871 | 1,152,082 | 1,152,082 | 7.94% | 580,940 | 1,733,022 | 12,775,849 |
| 1 | PARKS | 11,920,000 | 619,326 | 619,326 | 5.20% | 708,638 | 1,327,965 | 10,592,035 |
| 1 | GENERAL FUND PUBLIC WORKS | 3,524,796 | 162,268 | 162,268 | 4.60% | 54,925 | 217,193 | 3,307,603 |
| | TOTAL | 65,728,157 | 3,605,519 | 3,605,519 | 5.49% | 4,820,984 | 8,426,503 | 57,301,654 |

| | |
|---|---|
| Based on Months | 8.33% |
| Based on Payroll | 7.69% |

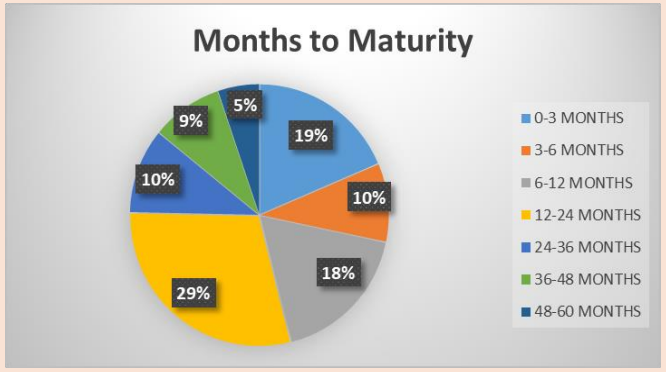
FY 2021-2022 October

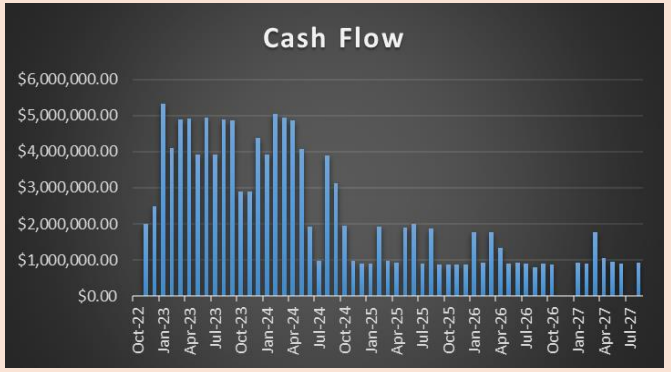
| Adjusted Budget | YTD Total Expenses | % of Actual to Adj. Budget |
|---|---|---|
| 823,012 | 53,885 | 6.55% |
| 423,563 | 112,618 | 26.59% |
| 5,033,653 | 217,431 | 4.32% |
| 3,780,153 | 154,243 | 4.08% |
| 420,102 | 21,760 | 5.18% |
| 19,651,703 | 1,063,714 | 5.41% |
| 12,476,991 | 822,243 | 6.59% |
| 10,020,868 | 552,220 | 5.51% |
| 1,470,924 | 89,801 | 6.11% |
| 54,100,969 | 3,087,913 | 5.71% |

# October 2022 Investments Maturity

| MONTH | AMOUNT | % |
|---|---|---|
| 0-3 MONTHS | $26,648,614.15 | 18.59% |
| 3-6 MONTHS | $13,908,400.54 | 9.70% |
| 6-12 MONTHS | $25,433,376.99 | 17.74% |
| 12-24 MONTHS | $41,990,783.28 | 29.30% |
| 24-36 MONTHS | $15,055,719.81 | 10.50% |
| 36-48 MONTHS | $12,864,611.87 | 8.98% |
| 48-60 MONTHS | $7,428,502.00 | 5.18% |
| Total | $143,330,008.64 | 100.00% |



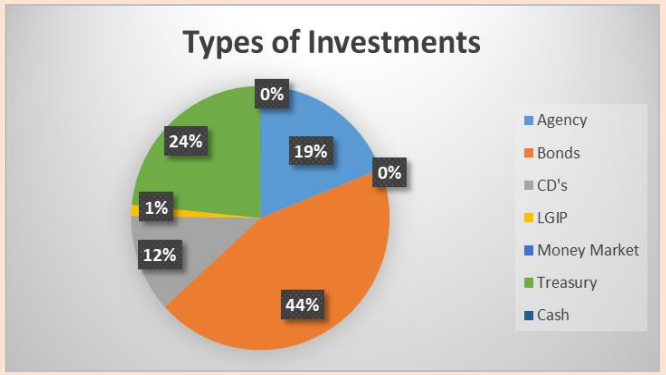



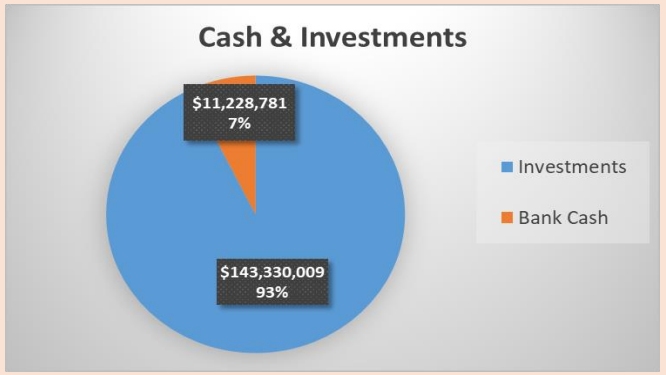

- COIF Investment Policy states that no more than 25 percent of the portfolio may be invested beyond 24 months.
- Currently the City has 25 percent of the portfolio invested beyond 24 months.

# October 2022 Types of Investments

| TYPE | AMOUNT | % |
|---|---|---|
| Agency | $27,201,923.63 | 19% |
| Bonds | $63,433,342.21 | 44% |
| CD's | $17,213,086.50 | 12% |
| LGIP | $1,934,787.41 | 1% |
| Money Market | $0.00 | 0% |
| Treasury | $33,481,870.68 | 23% |
| Cash | $64,998.21 | 0.05% |
| Total | $143,330,008.64 | 100.00% |

| BROKER | AMOUNT | % |
|---|---|---|
| LPL | $257,458 | 0.18% |
| LGIP | $1,934,787 | 1.35% |
| Wells Fargo | $128,480,484.64 | 89.64% |
| DA Davidson | $524,424.96 | 0.37% |
| WAFED | $261,644.92 | 0.18% |
| Key Bank | $5,273,270.74 | 3.68% |
| Idaho Central CU | $4,524,612 | 3.16% |
| Bank of Commerce | $2,073,325 | 1.45% |
| Total | $143,330,008.64 | 99.82% |




- COIF Investment Policy states that no more than 50% of the portfolio may be invested in one type of security.

- Yearly Investment Comparison
  - City Investment Portfolio
    - 2021: $127.1M
    - 2022: $143.3M
  - Total Cash & Investment
    - 2021: $134.6M
    - 2022: $152.3M

# Memorandum

**File #:** 21-739 **City Council Meeting**

**FROM:** Pam Alexander, Impact Fee Administrator
**DATE:** Thursday, December 1, 2022
**DEPARTMENT:** Municipal Services

**Subject**
2022 Second Quarter Impact Fee Report

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the second quarter impact fee report pursuant to City Code Section 10-8-7(G) (or take other action deemed appropriate).

**Description, Background Information & Purpose**
Ordinance 3446 requires quarterly and annual reports to be provided to the Impact Fee Advisory Committee and Council. The attached report summarizes the impact fee activity for the second quarter beginning September 1, 2022 - November 30, 2022, for a total of $472,257.79.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The Impact Fee quarterly reports support the good governance community-oriented result by providing sound fiscal management and enable trust and transparency.

**Interdepartmental Coordination**
Not applicable.

**Fiscal Impact**
The total $472,257.79 impact fee activity for the second quarter includes, $380,328.04 as received and $399,371.01 remains outstanding. A breakdown of each impact fee by category total is provided on the attached Second Quarter Impact Fee Report.

**Legal Review**

The City Attorney concurs that the desired Council action is within City Code.



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# City of Idaho Falls

Impact Fee Report

| | Police Multi-Family Received | Police Multi-Family Outstanding | Fire Multi-Family Received | Fire Multi-Family Outstanding | Parks and Recreation Multi-Family Received | Parks and Recreation Multi-Family Outstanding | Transportation Multi-Family Received | Transportation Multi-Family Outstanding | Total Received | Total Outstanding |
|---|---|---|---|---|---|---|---|---|---|---|
| First Quarter (June 1 - August 31) | 332.25 | 332.25 | 313.50 | 313.50 | 961.50 | 961.50 | 1,336.00 | 1,336.00 | 2,943.25 | 2,943.25 |
| Second Quarter (September 1 - November 30) | - | 8,970.75 | - | 8,464.50 | - | 25,960.50 | - | 36,072.00 | - | 79,467.75 |
| Third Quarter (December 1 - February 28) | | | | | | | | | | |
| Fourth Quarter (March 1 - May 31) | | | | | | | | | | |
| To Date | 332.25 | 9,303.00 | 313.50 | 8,778.00 | 961.50 | 26,922.00 | 1,336.00 | 37,408.00 | 2,943.25 | 82,411.00 |

| | Police Single-Family Received | Police Single-Family Outstanding | Fire Single-Family Received | Fire Single-Family Outstanding | Parks and Recreation Single-Family Received | Parks and Recreation Single-Family Outstanding | Transportation Single-Family Received | Transportation Single-Family Outstanding | Total Received | Total Outstanding |
|---|---|---|---|---|---|---|---|---|---|---|
| First Quarter (June 1 - August 31) | 9,765.00 | 11,388.00 | 7,785.00 | 9,342.00 | 27,810.00 | 33,372.00 | 60,260.00 | 72,312.00 | 105,620.00 | 126,414.00 |
| Second Quarter (September 1 - November 30) | 6,249.75 | 7,211.25 | 5,060.25 | 5,838.75 | 18,076.50 | 20,857.50 | 39,169.00 | 45,195.00 | 68,555.50 | 79,102.50 |
| Third Quarter (December 1 - February 28) | | | | | | | | | | |
| Fourth Quarter (March 1 - May 31) | | | | | | | | | | |
| To Date | 16,014.75 | 18,599.25 | 12,845.25 | 15,180.75 | 45,886.50 | 54,229.50 | 99,429.00 | 117,507.00 | 174,175.50 | 205,516.50 |

| | Police Industrial Received | Police Industrial Outstanding | Fire Industrial Received | Fire Industrial Outstanding | Transportation Industrial Received | Transportation Industrial Outstanding | Total Received | Total Outstanding |
|---|---|---|---|---|---|---|---|---|
| First Quarter (June 1 - August 31) | - | 5,691.75 | - | 668.57 | - | 17,659.44 | - | 24,019.76 |
| Second Quarter (September 1 - November 30) | 30,119.99 | 7,796.25 | 3,537.91 | 915.75 | 93,451.64 | 24,189.00 | 127,109.54 | 32,901.00 |
| Third Quarter (December 1 - February 28) | | | | | | | | |
| Fourth Quarter (March 1 - May 31) | | | | | | | | |
| To Date | 30,119.99 | 13,488.00 | 3,537.91 | 1,584.32 | 93,451.64 | 41,848.44 | 127,109.54 | 56,920.76 |

| | Police Office Received | Police Office Outstanding | Fire Office Received | Fire Office Outstanding | Transportation Office Received | Transportation Office Outstanding | Total Received | Total Outstanding |
|---|---|---|---|---|---|---|---|---|
| First Quarter (June 1 - August 31) | - | 10,753.20 | - | 1,339.80 | - | 33,408.00 | - | 45,501.00 |
| Second Quarter (September 1 - November 30) | 8,806.50 | 2,132.10 | 1,097.25 | 265.65 | 27,360.00 | 6,624.00 | 37,263.75 | 9,021.75 |
| Third Quarter (December 1 - February 28) | | | | | | | | |
| Fourth Quarter (March 1 - May 31) | | | | | | | | |
| To Date | 8,806.50 | 12,885.30 | 1,097.25 | 1,605.45 | 27,360.00 | 40,032.00 | 37,263.75 | 54,522.75 |

| | Police Retail Received | Police Retail Outstanding | Fire Retail Received | Fire Retail Outstanding | Transportation Retail Received | Transportation Retail Outstanding | Total Received | Total Outstanding | |
|---|---|---|---|---|---|---|---|---|---|
| First Quarter (June 1 - August 31) | - | - | - | - | - | - | - | - | 307,441.26 |
| Second Quarter (September 1 - November 30) | 9,565.50 | - | 2,425.50 | - | 26,845.00 | - | 38,836.00 | - | 472,257.79 |
| Third Quarter (December 1 - February 28) | | | | | | | | | |
| Fourth Quarter (March 1 - May 31) | | | | | | | | | |
| Total Activity to Date | 9,565.50 | - | 2,425.50 | - | 26,845.00 | - | 38,836.00 | - | |
| | | | | | | | 380,328.04 | 399,371.01 | 779,699.05 |

# Fee Payments Received and Outstanding

## City of Idaho Falls

Date Range Between 9/1/2022 and 11/30/2022

### Payments Outstanding

| IMP_FEE_MF01: IMPACT FEE MULTIFAMILY POLICE | | | | |
|---|---|---|---|---|
| Record Number | Description | Address | Account # | Outstanding Payment |
| COM22-0175 | 24 Unit Apartment Complex The Reserve at Snake River Landing | 2411 S PIONEER RD | 032-2055-325.01-00 | $7,974.00 |
| RCOM22-0404 | New SFR - Attached, M 975, FINB 975, COVP 84 | 428 E 14TH ST | 032-2055-325.01-00 | $332.25 |
| RCOM22-0405 | New dwelling unit, M 400, FINB 504 | 295 E 13TH ST | 032-2055-325.01-00 | $332.25 |
| RCOM22-0444 | New ADU, UPPR 484, GAR 484 | 1733 RAYMOND DR | 032-2055-325.01-00 | $332.25 |
| | | | **Total** | **$8,970.75** |

### Payments Outstanding

| IMP_FEE_MF02: IMPACT FEE MULTIFAMILY FIRE/EMS | | | | |
|---|---|---|---|---|
| Record Number | Description | Address | Account # | Outstanding Payment |
| COM22-0175 | 24 Unit Apartment Complex The Reserve at Snake River Landing | 2411 S PIONEER RD | 033-2355-325.01-00 | $7,524.00 |
| RCOM22-0404 | New SFR - Attached, M 975, FINB 975, COVP 84 | 428 E 14TH ST | 033-2355-325.01-00 | $313.50 |
| RCOM22-0405 | New dwelling unit, M 400, FINB 504 | 295 E 13TH ST | 033-2355-325.01-00 | $313.50 |
| RCOM22-0444 | New ADU, UPPR 484, GAR 484 | 1733 RAYMOND DR | 033-2355-325.01-00 | $313.50 |
| | | | **Total** | **$8,464.50** |

### Payments Outstanding

| IMP_FEE_MF03: IMPACT FEE MULTIFAMILY PARKS AND RECREATION | | | | |
|---|---|---|---|---|
| Record Number | Description | Address | Account # | Outstanding Payment |
| COM22-0175 | 24 Unit Apartment Complex The Reserve at Snake River Landing | 2411 S PIONEER RD | 034-2755-325.01-00 | $23,076.00 |
| RCOM22-0404 | New SFR - Attached, M 975, FINB 975, COVP 84 | 428 E 14TH ST | 034-2755-325.01-00 | $961.50 |
| RCOM22-0405 | New dwelling unit, M 400, FINB 504 | 295 E 13TH ST | 034-2755-325.01-00 | $961.50 |
| RCOM22-0444 | New ADU, UPPR 484, GAR 484 | 1733 RAYMOND DR | 034-2755-325.01-00 | $961.50 |
| | | | **Total** | **$25,960.50** |

### Payments Outstanding

| IMP_FEE_MF04: IMPACT FEE MULTIFAMILY TRANSPORTATION | | | | |
|---|---|---|---|---|
| Record Number | Description | Address | Account # | Outstanding Payment |
| COM22-0175 | 24 Unit Apartment Complex The Reserve at Snake River Landing | 2411 S PIONEER RD | 035-4655-325.01-00 | $32,064.00 |

| | | | | |
|---|---|---|---|---|
| RCOM22-0395 | New SFR, M 1430, FINB 425, UN-FINB 1005, GAR 816, COVP 81 | 1781 PROSPERITY LN | 032-2055-325.01-00 | $480.75 |
| RCOM22-0396 | New SFR, M 1430, FINB 425, UN-FINB 1005, GAR 528, COVP 129 | 1791 PROSPERITY LN | 032-2055-325.01-00 | $480.75 |
| RCOM22-0411 | New SFR, M 2090, Gar 548, COVP 203 | 4711 POSSIBILITY LN | 032-2055-325.01-00 | $480.75 |
| RCOM22-0414 | New SFR, M 1659, FINB 1759, GAR 860, COVP 216 | 162 HIDEOUT DR DR | 032-2055-325.01-00 | $480.75 |
| RCOM22-0417 | New SFR, M 670, UPPR 854, FINB 670, GAR 404, COVP 15 | 363 Eliza Joy Ln | 032-2055-325.01-00 | $480.75 |
| RCOM22-0418 | New SFR, M 1096, UPPR 492, FINB 1102, GAR 404, COVP 64 | 367 Eliza Joy Ln | 032-2055-325.01-00 | $480.75 |
| RCOM22-0429 | New SFR - ATT, M, 704, U 1113, UFB 643, G 453, CP 131 | Riverfront Luxury Townhomes Div 1 Unit A | 032-2055-325.01-00 | $480.75 |
| RCOM22-0432 | New SFR - ATT, M, 759, U 1252, UFB 736, G 505, CP 131 | Riverfront Luxury Townhomes Div 1 Units B, C | 032-2055-325.01-00 | $480.75 |
| RCOM22-0433 | New SFR - ATT, M, 754, U 1233, UFB 708, G 501, CP 109 | Riverfront Luxury Townhomes Div 1 Unit D | 032-2055-325.01-00 | $480.75 |
| RCOM22-0435 | Town homes | 998 JEFFERSON AVE | 032-2055-325.01-00 | $480.75 |
| RCOM22-0441 | New SFR, M 1691, UN-FINB 1691, GAR 835, COVP 346 | 5295 THATCHER AVE | 032-2055-325.01-00 | $480.75 |
| RCOM22-0443 | New SFR, M 1173 | 1733 RAYMOND DR | 032-2055-325.01-00 | $480.75 |
| RCOM22-0445 | New SFR, M 2076, UNFIN 2078, GAR 550, COVP 276 | 5579 BOARDWALK RD | 032-2055-325.01-00 | $480.75 |
| | | | **Total** | **$7,211.25** |

**Payments Received**

| IMP_FEE_SF02: IMPACT FEE SINGLE FAMILY FIRE/EMS | | | | |
|---|---|---|---|---|
| Record Number | Description | Address | Account # | Paid Amount |
| RCOM22-0205 | New SFR, M 1690, FINB 1676, GAR 876, COVP 26 | 5904 LOCHSA ST ST | 033-2355-325.01-00 | $389.25 |
| RCOM22-0206 | New SFR, M 1684, FINB 1652, GAR 1040, COVP 29 | 5822 LOCHSA ST ST | 033-2355-325.01-00 | $389.25 |
| RCOM22-0319 | New SFR, M 1880, GAR 1088, COVP 165 | 5817 GLASS MOUNTAIN BLVD | 033-2355-325.01-00 | $389.25 |
| RCOM22-0336 | New SFR - Attached, M 975, FINB 975, COVP 83 | 312 W 16TH ST | 033-2355-325.01-00 | $389.25 |
| RCOM22-0340 | New SFR, M 1807, UN-FINB 1806, GAR 840, COVP 96 | 1598 PALM SPRINGS DR | 033-2355-325.01-00 | $389.25 |
| RCOM22-0370 | New SFR - Attached, M 990, FINB 990, COVP 106 Duplicate x 1 | 184 E ELVA ST | 033-2355-325.01-00 | $389.25 |
| RCOM22-0377 | New SFR, M 2237, UNFINB 1819, GAR 992, COVP 476 | 6102 SAND CASTLE PL | 033-2355-325.01-00 | $389.25 |

IDAHO FALLS

# Fee Payments Received and Outstanding

## City of Idaho Falls

Date Range Between 9/1/2022 and 11/30/2022

### Payments Received

| IMP_FEE_SF03: IMPACT FEE SINGLE FAMILY PARKS AND RECREATION | | | | |
|---|---|---|---|---|
| Record Number | Description | Address | Account # | Paid Amount |
| RCOM22-0205 | New SFR, M 1690, FINB 1676, GAR 876, COVP 26 | 5904 LOCHSA ST ST | 034-2755-325.01-00 | $1,390.50 |
| RCOM22-0206 | New SFR, M 1684, FINB 1652, GAR 1040, COVP 29 | 5822 LOCHSA ST ST | 034-2755-325.01-00 | $1,390.50 |
| RCOM22-0319 | New SFR, M 1880, GAR 1088, COVP 165 | 5817 GLASS MOUNTAIN BLVD | 034-2755-325.01-00 | $1,390.50 |
| RCOM22-0336 | New SFR - Attached, M 975, FINB 975, COVP 83 | 312 W 16TH ST | 034-2755-325.01-00 | $1,390.50 |
| RCOM22-0340 | New SFR, M 1807, UN-FINB 1806, GAR 840, COVP 96 | 1598 PALM SPRINGS DR | 034-2755-325.01-00 | $1,390.50 |
| RCOM22-0370 | New SFR - Attached, M 990, FINB 990, COVP 106 Duplicate x 1 | 184 E ELVA ST | 034-2755-325.01-00 | $1,390.50 |
| RCOM22-0377 | New SFR, M 2237, UNFINB 1819, GAR 992, COVP 476 | 6102 SAND CASTLE PL | 034-2755-325.01-00 | $1,390.50 |
| RCOM22-0378 | New SFR | 356 E 7TH ST | 034-2755-325.01-00 | $1,390.50 |
| RCOM22-0386 | New SFR, M 1863 | 4651 RADIANT DR | 034-2755-325.01-00 | $1,390.50 |
| RCOM22-0403 | New SFR, M 1602, UN-FIN 1396, GAR 881, COVP 29 | 5829 BROKEN STONE WAY | 034-2755-325.01-00 | $1,390.50 |
| RCOM22-0409 | New SFR, M 2703, GAR 3268, COVP 314 | 5871 GLASS MOUNTAIN BLVD | 034-2755-325.01-00 | $1,390.50 |
| RCOM22-0416 | New SFR, M 1952, FINB 1870, GAR 902, COVP 364 | 2148 POINTE HUNTER LN | 034-2755-325.01-00 | $1,390.50 |
| RCOM22-0442 | New SFR - Attached, M 990, FINB 990, COVP 106 Duplicate x 1 | 196 E ELVA ST | 034-2755-325.01-00 | $1,390.50 |
| | | | **Total** | **$18,076.50** |

### Payments Outstanding

| IMP_FEE_SF03: IMPACT FEE SINGLE FAMILY PARKS AND RECREATION | | | | |
|---|---|---|---|---|
| Record Number | Description | Address | Account # | Outstanding Payment |
| RCOM22-0393 | New SFR, M 1430, FINB 425, UN-FINB 1005, GAR 816, COVP 82 | 1822 CLARITY LN | 034-2755-325.01-00 | $1,390.50 |
| RCOM22-0394 | Marin Twinhome - 2 car | 1832 CLARITY LN | 034-2755-325.01-00 | $1,390.50 |
| RCOM22-0395 | New SFR, M 1430, FINB 425, UN-FINB 1005, GAR 816, COVP 81 | 1781 PROSPERITY LN | 034-2755-325.01-00 | $1,390.50 |
| RCOM22-0396 | New SFR, M 1430, FINB 425, UN-FINB 1005, GAR 528, COVP 129 | 1791 PROSPERITY LN | 034-2755-325.01-00 | $1,390.50 |
| RCOM22-0411 | New SFR, M 2090, Gar 548, COVP 203 | 4711 POSSIBILITY LN | 034-2755-325.01-00 | $1,390.50 |

| | | | | |
|---|---|---|---|---|
| RCOM22-0416 | New SFR, M 1952, FINB 1870, GAR 902, COVP 364 | 2148 POINTE HUNTER LN | 035-4655-325.01-00 | $3,013.00 |
| RCOM22-0442 | New SFR - Attached, M 990, FINB 990, COVP 106 Duplicate x 1 | 196 E ELVA ST | 035-4655-325.01-00 | $3,013.00 |
| | | | **Total** | **$39,169.00** |

## Payments Outstanding

| IMP_FEE_SF04: IMPACT FEE SINGLE FAMILY TRANSPORTATION | | | | |
|---|---|---|---|---|
| Record Number | Description | Address | Account # | Outstanding Payment |
| RCOM22-0393 | New SFR, M 1430, FINB 425, UN-FINB 1005, GAR 816, COVP 82 | 1822 CLARITY LN | 035-4655-325.01-00 | $3,013.00 |
| RCOM22-0394 | Marin Twinhome - 2 car | 1832 CLARITY LN | 035-4655-325.01-00 | $3,013.00 |
| RCOM22-0395 | New SFR, M 1430, FINB 425, UN-FINB 1005, GAR 816, COVP 81 | 1781 PROSPERITY LN | 035-4655-325.01-00 | $3,013.00 |
| RCOM22-0396 | New SFR, M 1430, FINB 425, UN-FINB 1005, GAR 528, COVP 129 | 1791 PROSPERITY LN | 035-4655-325.01-00 | $3,013.00 |
| RCOM22-0411 | New SFR, M 2090, Gar 548, COVP 203 | 4711 POSSIBILITY LN | 035-4655-325.01-00 | $3,013.00 |
| RCOM22-0414 | New SFR, M 1659, FINB 1759, GAR 860, COVP 216 | 162 HIDEOUT DR DR | 035-4655-325.01-00 | $3,013.00 |
| RCOM22-0417 | New SFR, M 670, UPPR 854, FINB 670, GAR 404, COVP 15 | 363 Eliza Joy Ln | 035-4655-325.01-00 | $3,013.00 |
| RCOM22-0418 | New SFR, M 1096, UPPR 492, FINB 1102, GAR 404, COVP 64 | 367 Eliza Joy Ln | 035-4655-325.01-00 | $3,013.00 |
| RCOM22-0429 | New SFR - ATT, M, 704, U 1113, UFB 643, G 453, CP 131 | Riverfront Luxury Townhomes Div 1 Unit A | 035-4655-325.01-00 | $3,013.00 |
| RCOM22-0432 | New SFR - ATT, M, 759, U 1252, UFB 736, G 505, CP 131 | Riverfront Luxury Townhomes Div 1 Units B, C | 035-4655-325.01-00 | $3,013.00 |
| RCOM22-0433 | New SFR - ATT, M, 754, U 1233, UFB 708, G 501, CP 109 | Riverfront Luxury Townhomes Div 1 Unit D | 035-4655-325.01-00 | $3,013.00 |
| RCOM22-0435 | Town homes | 998 JEFFERSON AVE | 035-4655-325.01-00 | $3,013.00 |
| RCOM22-0441 | New SFR, M 1691, UN-FINB 1691, GAR 835, COVP 346 | 5295 THATCHER AVE | 035-4655-325.01-00 | $3,013.00 |
| RCOM22-0443 | New SFR, M 1173 | 1733 RAYMOND DR | 035-4655-325.01-00 | $3,013.00 |
| RCOM22-0445 | New SFR, M 2076, UNFIN 2078, GAR 550, COVP 276 | 5579 BOARDWALK RD | 035-4655-325.01-00 | $3,013.00 |
| | | | **Total** | **$45,195.00** |

## Payments Received

| IMP_NRESIND1: INDUSTRIAL IMPACT FEE POLICE | | | | |
|---|---|---|---|---|
| Record Number | Description | Address | Account # | Paid Amount |
| COM22-0064 | Box N Lock Storage - Bldg A | 2985 PIONEER RD | 032-2055-325.01-00 | $23,625.00 |

# Fee Payments Received and Outstanding

## City of Idaho Falls

Date Range Between 9/1/2022 and 11/30/2022

### Payments Outstanding

| IMP_NRESIND3: INDUSTRIAL IMPACT FEE TRANSPORTATION | | | | |
|---|---|---|---|---|
| Record Number | Description | Address | Account # | Outstanding Payment |
| COM22-0199 | new com Ferguson Supply Wearhouse | 2655 BOGE AVE | 035-4655-325.01-00 | $24,189.00 |
| | | | **Total** | **$24,189.00** |

### Payments Received

| IMP_NRESIND3: INDUSTRIAL IMPACT FEE TRANSPORTATION | | | | |
|---|---|---|---|---|
| Record Number | Description | Address | Account # | Paid Amount |
| COM22-0064 | Box N Lock Storage - Bldg A | 2985 PIONEER RD | 035-4655-325.01-00 | $73,300.00 |
| COM22-0168 | New steel building with shop space and partial office space | 4165 Bombardier Ave. | 035-4655-325.01-00 | $10,115.40 |
| | | | **Total** | **$83,415.40** |

### Payments Received

| IMP_NRESOFF1: OFFICE IMPACT FEE POLICE | | | | |
|---|---|---|---|---|
| Record Number | Description | Address | Account # | Paid Amount |
| COM22-0072 | NEW SHELL AND BUILD-OUT PEDELBURY LAW OFFICE | 4040 CRESTWOOD LN | 032-2055-325.01-00 | $1,854.00 |
| COM22-0119 | First Call Jewel New Shell and Build Out | 1255 CHAFFIN LN | 032-2055-325.01-00 | $6,952.50 |
| | | | **Total** | **$8,806.50** |

### Payments Outstanding

| IMP_NRESOFF1: OFFICE IMPACT FEE POLICE | | | | |
|---|---|---|---|---|
| Record Number | Description | Address | Account # | Outstanding Payment |
| COM22-0196 | Mountain America Credit Union Snake River Branch | 3195 SNAKE RIVER PKWY | 032-2055-325.01-00 | $2,132.10 |
| | | | **Total** | **$2,132.10** |

### Payments Received

| IMP_NRESOFF2: OFFICE IMPACT FEE FIRE/EMS | | | | |
|---|---|---|---|---|
| Record Number | Description | Address | Account # | Paid Amount |
| COM22-0072 | NEW SHELL AND BUILD-OUT PEDELBURY LAW OFFICE | 4040 CRESTWOOD LN | 033-2355-325.01-00 | $231.00 |
| COM22-0119 | First Call Jewel New Shell and Build Out | 1255 CHAFFIN LN | 033-2355-325.01-00 | $866.25 |
| | | | **Total** | **$1,097.25** |

IDAHO FALLS

# Fee Payments Received and Outstanding

## City of Idaho Falls

**Date Range Between 9/1/2022 and 11/30/2022**

| Record Number | Description | Address | Account # | Paid Amount |
|---|---|---|---|---|
| COM22-0044 | New Restaurant Shell and Tenant Build Out | 2394 E SUNNYSIDE RD | 035-4655-325.01-00 | $26,845.00 |
| | | | **Total** | **$26,845.00** |

**Grand Total** **$472,257.79**

# Memorandum

**File #:** 21-743 **City Council Meeting**

**FROM:** Rebecca Casper
**DATE:** Friday, December 2, 2022
**DEPARTMENT:** Mayor's Office

**Subject**
Appointment of City Treasurer

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Confirm the appointment of Mark Hagedorn to be the Idaho Falls City Treasurer (or take other action deemed necessary)

**Description, Background Information & Purpose**
I respectfully request confirmation of the appointment of Mark Hagedorn to the position of City Treasurer. Attached, please find a memorandum from Municipal Services Director Pamela Alexander recommending him for this position.

The duties and responsibilities of the City Treasurer are currently outlined in Title 3, Chapter 3 of Idaho Falls City Code. The appointive process and related duties are also referenced in Title 1, Chapter 7.

As you may know, the Treasurer oversees all collections throughout the city. The City Treasurer also manages the city's investment portfolio and serves on the city's investment committee. These and other Treasury-related duties will be performed in addition to Mr. Hagedorn's current responsibilities. Additional reorganization and streamlining of the City's financial operations are anticipated as indicated in the memorandum from Director Alexander.

Mr. Hagedorn has a long and impressive track record as the City Controller as well as in other City roles encompassing a wide variety of financial management duties within the city including budgeting, payroll, accounts payable, risk management and purchasing. Given his excellent track record and outstanding financial skills and abilities, I am confident Mr. Hagedorn will be successful in assuming the new duties of City Treasurer.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The appointment of a highly qualified and skilled individual to manage the city's fiscal and investment responsibilities is essential to providing good stewardship and responsible use of tax dollars.

**Interdepartmental Coordination**
City Legal Department and Municipal Services

**Fiscal Impact**
NA

**Legal Review**
Yes

MUNICIPAL SERVICES

IDAHO FALLS

**Municipal Services** (208) 612-8249
**City Clerk** (208) 612-8415
**IT Division** (208) 612-8118
**Finance Division** (208) 612-8230
**Treasurer's Office** (208) 612-8218
**General Services** (208) 612-8431

# MEMORANDUM

**TO:** Mayor Casper

**FROM:** Pamela Alexander, Municipal Services Director
**DATE:** November 1, 2022
**RE:** City Treasurer Resignation and Appointment of Mark Hagedorn

Attached for your review and direction is a resignation letter from the appointed City Treasurer, Josh Roos. Josh has an opportunity to re-join the Idaho Falls Power team as their new Chief Financial Officer. Josh has performed exceptionally well as the City Treasurer and while we will miss Josh's contributions over the last four years, our team is supportive of this well-deserved promotion. As Josh's letter of resignation indicates, he is proposing his last day as the appointed City Treasurer to be Friday, November 25, 2022. Josh has agreed to assist with the transition of his City Treasurer duties.

With Josh's promotion and the growth of the organization, the Finance Team (Josh, Mark, and I) met to discuss the transition as well as explore various reorganizational scenarios. After meeting, the Finance Team consensus was 1) to recommend a reorganization that would build more efficiencies and streamline the financial operations of the city and 2) to appoint Mark Hagedorn as the City Treasurer.

Mark joined the city in 2012 as a Lead Accountant. In February of 2016, Mark was selected as the City Controller. In addition to Mark's professional experience, Mark holds a Bachelor of Science degree in accounting and is a Certified Public Accountant (CPA). As a member of the City's Finance Team and Investment and Finance Committee, Mark has developed familiarity with the State Statute duties of the City Treasurer, in addition to his duties as City Controller.

The Finance Team respectfully requests your approval to appoint Mark Hagedorn as the City Treasurer at the Thursday, December 8, 2022, City Council meeting.

Should you have any questions or concerns, please do not hesitate to contact me.

Thank you for your consideration.

# Memorandum

**File #:** 21-742 **City Council Meeting**

**FROM:** Rebecca Casper
**DATE:** Friday, December 2, 2022
**DEPARTMENT:** Mayor's Office

**Subject**
Appointment of City Clerk

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Confirm the appointment of Ms. Corrin Wilde to be the Idaho Falls City Clerk (or take other action deemed necessary).

**Description, Background Information & Purpose**
I respectfully request City Council confirmation of the appointment of Ms. Corrin Wilde to the position of Idaho Falls City Clerk. Attached, please find the memorandum of recommendation from Municipal Services Director Pamela Alexander in addition to a personal résumé outlining the expertise and experience Ms. Wilde brings to this position. The appointive process and specific duties of the City Clerk are currently referenced in Title 3, Chapter 3 of City Code, as well as in Title 1, Chapters 7 and 15.

A thorough process was conducted to select Ms. Wilde for this position. She was among 42 candidates who originally applied for consideration. Her application was selected to proceed through the initial screening process to be interviewed for the role.

The initial interview panel consisted of Councilwoman Lisa Burtenshaw, Municipal Services Director Pamela Alexander and Chief of Staff Bud Cranor. That panel selected Ms. Wilde and two other candidates to proceed to a second round of interviews with two members of the original committee, Bud Cranor and Pamela Alexander, as well as my Executive Assistant Carla Bruington, Community Development Director Brad Cramer and myself.

All were impressed by her experience in areas such as public records, customer service, code enforcement, licensing, and public meetings as well as her familiarity with existing city software systems and processes. That, combined with her history of seeking process improvements, leadership and willingness to be proactive in seeking new and innovative ways to improve the office, helped her stand out from a very qualified group of finalists. In addition, her previous work here at the city helping to fill in with deputy city clerk duties has given her a unique understanding of the position and will accelerate her transition into the role. I believe Idaho Falls will be well served now and in the future with Ms. Wilde in the position.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

This action supports good governance by appointing a qualified, highly capable individual to serve as the guardian of public records and provide city clerk services to the public.

**Interdepartmental Coordination**
City Legal Office and Municipal Services

**Fiscal Impact**
NA

**Legal Review**
Yes

MUNICIPAL SERVICES

IDAHO FALLS

**Municipal Services** (208) 612-8249
**City Clerk** (208) 612-8415
**IT Division** (208) 612-8118
**Finance Division** (208) 612-8230
**Treasurer's Office** (208) 612-8218
**General Services** (208) 612-8431

# MEMORANDUM

**TO:** Mayor Casper

**FROM:** Pam Alexander, Municipal Services Director
**DATE:** November 22, 2022
**RE:** Recommended Candidate for City Clerk Position

On Tuesday, October 25, 2022, an interview panel consisting of Council Member Burtenshaw, Chief of Staff, Bud Cranor and I interviewed candidates for the City Clerk's position. A total of 42 applications were received and six candidates were selected for interviews. Criteria for interview selection was based on the posted job description, specifically:

- City Clerk experience, education or combination of education and experience
- Supervisory experience

On Thursday, November 10, 2022, a second interview panel consisting of Mayor Casper, Brad Cramer, Community Development Services Director, Pam Alexander, Municipal Services Director, Bud Cranor, Chief of Staff, Carla Bruington, Executive Assistant, and I interviewed the two finalist candidates for the position. Following the second interviews, reference checks were conducted.

I am pleased to recommend Corrin Wilde for the City Clerk position. In April 2022, Ms. Wilde joined the City of Idaho Falls Controller's Office as an Accounting Clerk. Prior to April 2022, Ms. Wilde served as the City of Shelley's Clerk/Office Manager/Code Enforcement Officer from April 2017 to April 2022. I have enclosed Ms. Wilde's application and resume for your review.

Ms. Wilde stood out from the rest of the candidates based on her previous experience at the City of Shelley. She has also been assisting the Deputy City Clerk over the past few weeks and her knowledge and skills have positively contributed to the City Clerk's Office. Ms. Wilde received a positive work reference from the City Controller, Mark Hagedorn for the work she has performed since joining the City in April 2022. The evaluation team is recommending Corrin Wilde serve in an acting capacity beginning December 4, 2022, with a recommendation for appointment on Thursday, December 8, 2022.

Thank you for your consideration.

# CORRIN WILDE

Organized and methodical administrative professional seeking the role of City Clerk for the City of Idaho Falls where I can apply my aptitude for problem-solving and maintaining efficient systems. Excited to collaborate with team members to improve and uphold office procedures and facilitate essential workflows.

## EXPERIENCE

### ACCOUNTING CLERK

CITY OF IDAHO FALLS, IDAHO FALLS, ID

Perform a variety of administrative, clerical, and accounting-type duties designed to expedite the maintenance, processing, and recording of administrative and financial-related activities within the office of the Controller. Serve as a minute taker for meetings, serve as the Idaho Falls Civic Center for the Performing Arts Committee Secretary. Audits of city-wide travel packets. Prepare purchase requisitions, process payments receipts and other necessary accounting activities, create and maintain files documenting departmental correspondence and reports. Perform duties of the accounts payable clerk as needed.

### CITY HALL CLERK / OFFICE MANAGER

CITY OF SHELLEY, SHELLEY, IDAHO

Performed a variety of administrative and clerical duties. Developed and maintained filling and record keeping systems. Tracked certifications, order product, prepared purchase orders, processed payments and records requests. Processed all accounts payables for the City of Shelley, including Police, City Hall, and Public Works. Maintained and audited Wastewater discharge permits. Managed all City Code Enforcement complaints and attended court as needed. Provided coverage for Deputy Clerk when needed. Helped in the DMV.

Identified and facilitated new processes for accounts payable processing, making digital templates and spreadsheets. Increased the speed of processes and produced a neat and clean finished product. Improved customer experience by creating a “Welcome to Shelley Packet” including information regarding, bill pay, pet tag, snow removal, sports, pool, etc. Created and maintained spreadsheets for the police officers to have convenient access to pet tag information while on patrol. Created numerous form letter templates for Code Enforcement and Wastewater discharge permits.

### LICENSE CLERK

BINGHAM COUNTY, BLACKFOOT, ID

Processed a variety of vehicle title transactions including registration renewals, out-of-state titles, repossession dealers, sheriff sales as well as verifying VIN numbers and completing and witnessing appropriate forms. Collected sales tax as needed. Balanced daily monies with report.

### SPECIALIST

SNOHOMISH COUNTY AUDITOR, EVERETT, WA

Balanced daily monies with recaps, prepared daily deposits and transmittals, and maintained account ledgers. Performed duties of the License Lead position and/or Field Liaison position when needed. Interpreted information, answered questions, and provided information to the public involving business licenses, false alarms, animal control, vehicle/vessel licenses, and related federal, state, and county laws, and ordinances. Assisted with election process during recount of ballots.

## EDUCATION

### GRADUATED MONROE HIGH SCHOOL

- High School Diploma
- Various computer courses including Word, and Excel

## SKILLS

- Compliance
- Strong Interpersonal Communication Skills
- Basic Accounting
- Accurate and attention to detail
- Organized
- Proficient in Microsoft Office

## ACTIVITIES & INTERESTS

- Literature
- Camping
- Hiking
- Cooking
- Road Biking
- Running

# Memorandum

**File #:** 21-713 **City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director
**DATE:** Thursday, December 1, 2022
**DEPARTMENT:** Municipal Services

**Subject**
Amend City Ordinance - Title 3, Chapter 3 and Title 1, Chapter 15 of City Code

**Council Action Desired**
☒ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the changes to Title 3, Chapter 3 to reorganize Municipal Services Department responsibilities and approve the changes to Title 1, Chapter 15 to describe City Clerk status and duties 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 take other action deemed appropriate).

**Description, Background Information & Purpose**
These amendments expand operational efficiencies by amending Title 3, Chapter 3, and Title 1, Chapter 15, Section 7 of the City Code to consolidate City Clerk responsibilities and move the Clerk position out of the Municipal Services Department.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The proposed Code changes support a good governance community-oriented result by reorganizing Departmental responsibilities for operational efficiencies.

**Interdepartmental Coordination**
Municipal Services, the Mayor's staff, and the Office of the City Attorney have coordinated to produce the recommended amendments to Title 3, Chapter 3 and Title 1, Chapter 15.

**Fiscal Impact**
None.

**Legal Review**

The City Attorney concurs that the proposed Council action complies with the Idaho Code.



powered by Legistar™

**ORDINANCE NO.**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE3, CHAPTER 3 AND TITLE 1, CHAPTER 15 TO DESCRIBE CITY CLERK STATUS AND DUTIES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the Municipal Services Department Title and Chapter of the City Code has not been updated since January 14, 2021; and

WHEREAS, the growth of the City warrants a review and recommendation of the Municipal Services Department to incorporate opportunities for operational facilities; and

WHEREAS, this Ordinance allows the Clerk position to be located as is deemed to be best for City operational efficiency.

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

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

…

3-3-4: DIVISIONS: The Department shall consist of ~~five (5)~~four (4) divisions, each having the following powers and duties:

(A) The General Services Division shall manage and supervise all City shops, garages, including all equipment and vehicles; administer and maintain all public buildings and other real or personal property owned or leased by the City; and administer and control the purchase of all equipment and supplies used by the various departments and divisions throughout the City.

(B) The Finance Division shall prepare, supervise and control the annual budget, supervise the general account of the City, maintain and keep records of all insurance coverage; account for all City utilities revenues; account for all moneys belonging to the City, file proper reports and financial statements.

~~(C) The Clerk shall have custody of all laws and ordinances of the City; keep a correct journal of the proceedings of the City Council; keep the Corporate Seal of the City; countersign all licenses issued by the City and collect all fees therefor; keep the records of all City cemeteries; and perform all other duties required by the City Code or the laws of the State of Idaho.~~

~~(D)~~(C) The City Treasurer shall be custodian of all moneys belonging to the City and shall

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render a monthly report under oath showing the state of the balance of all monies and funds belonging to the City; manage and deposit all City funds; and have charge of all funds and records of local improvement districts; invest all public funds in a sound, prudent and lawful manner and keep a record of all unpaid checks or warrants of the City; keep a record of all outstanding bonds against the City, showing the amount of each, to whom the bonds were issued and when any bonds are purchased, paid or cancelled; collect all utility revenue, and perform all other duties imposed upon the office by law.

~~(E)~~(D) The Data Processing Division shall be responsible to operate and maintain all computer and electronic media record-keeping equipment for the Department; to administer and supervise all data entry, computer programming and other record-keeping or electronic data retrieval operations of the Department.

**SECTION 2**: Title 1, Chapter 15, Section 7 of the City Code of the City of Idaho Falls, Idaho, is hereby rescinded and replaced with the following:

1-15-7: CITY CLERK:

(A) APPOINTMENT: The Clerk shall be appointed by the Mayor, subject to confirmation by at least four (4) members of the Council. The Clerk may be removed by the Mayor, with or without cause, subject to confirmation by a vote of at least four (4) members of the Council, or by the Council upon its own initiative upon a unanimous vote thereof.

(B) DUTIES: The Clerk shall have custody of all laws and ordinances of the City; keep a correct journal of the proceedings of the Council; be the custodian of the Corporate Seal of the City; countersign all licenses issued by the City and collect all fees therefor; keep the records of all City cemeteries; and perform all other duties required this Code or the laws of the State of Idaho or as otherwise directed or delegated by the Council.

(C) PUBLIC RECORDS CUSTODIAN: The Clerk is hereby designated as the custodian of City public records to receive public record requests and for other purposes of Idaho Code Title 74, Chapter 1 (Idaho Public Records Act). Additionally, the Deputy Clerk, and any other custodian designated from time to time by Resolution by the Council, shall serve as an alternate public records custodian where necessary to comply with the Idaho Code.

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

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

**SECTION 5.** Publication and Effective Date. 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.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2022.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

JASMINE MARROQUIN, DEPUTY CITY CLERK

REBECCA L. NOAH CASPER, Ph.D., MAYOR

(SEAL)

STATE OF IDAHO )
) ss:
County of Bonneville )

I, JASMINE MARROQUIN, DEPUTY 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; AMENDING TITLE3, CHAPTER 3 AND TITLE 1, CHAPTER 15 TO DESCRIBE CITY CLERK STATUS AND DUTIES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____

JASMINE MARROQUIN,
DEPUTY CITY CLERK

(SEAL)

**ORDINANCE NO.**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE3, CHAPTER 3 AND TITLE 1, CHAPTER 15 TO DESCRIBE CITY CLERK STATUS AND DUTIES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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~~(D)~~(C) The City Treasurer shall be custodian of all moneys belonging to the City and shall

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render a monthly report under oath showing the state of the balance of all monies and funds belonging to the City; manage and deposit all City funds; and have charge of all funds and records of local improvement districts; invest all public funds in a sound, prudent and lawful manner and keep a record of all unpaid checks or warrants of the City; keep a record of all outstanding bonds against the City, showing the amount of each, to whom the bonds were issued and when any bonds are purchased, paid or cancelled; collect all utility revenue, and perform all other duties imposed upon the office by law.

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1-15-7: CITY CLERK:

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(B) DUTIES: The Clerk shall have custody of all laws and ordinances of the City; keep a correct journal of the proceedings of the Council; be the custodian of the Corporate Seal of the City; countersign all licenses issued by the City and collect all fees therefor; keep the records of all City cemeteries; and perform all other duties required this Code or the laws of the State of Idaho or as otherwise directed or delegated by the Council.

(C) PUBLIC RECORDS CUSTODIAN: The Clerk is hereby designated as the custodian of City public records to receive public record requests and for other purposes of Idaho Code Title 74, Chapter 1 (Idaho Public Records Act). Additionally, the Deputy Clerk, and any other custodian designated from time to time by Resolution by the Council, shall serve as an alternate public records custodian where necessary to comply with the Idaho Code.

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

**SECTION 5.** Publication and Effective Date. 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.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2022.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

JASMINE MARROQUIN, DEPUTY CITY CLERK

REBECCA L. NOAH CASPER, Ph.D., MAYOR

(SEAL)

STATE OF IDAHO )
) ss:
County of Bonneville )

I, JASMINE MARROQUIN, DEPUTY 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; AMENDING TITLE3, CHAPTER 3 AND TITLE 1, CHAPTER 15 TO DESCRIBE CITY CLERK STATUS AND DUTIES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____

JASMINE MARROQUIN,
DEPUTY CITY CLERK

(SEAL)

# Memorandum

**File #:** 21-734 **City Council Meeting**

**FROM:** Chief Bryce Johnson
**DATE:** Friday, November 18, 2022
**DEPARTMENT:** Police Department

**Subject**
Ammunition Purchase Authorization

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the purchase of training ammunition for the IFPD in the amount of $91,647.85 (or take other action deem appropriate).

**Description, Background Information & Purpose**
Ammunition for Police firearms training has been increasingly difficult to acquire. In the past we have made two purchases per year, but most recently, the time it took to receive the ammunition left us unable to provide some training. Therefore, we are purchasing all ammunition at once to ensure continuity of officer training. This is a standard purchase t item for the department.

**Alignment with City & Department Planning Objectives**



☐ ☐ ☐ ☐ ☐ ☒ ☐ ☐

This authorization request supports the safe and secure community-oriented result by ensuring public safety personnel are well-trained and equipped.

**Interdepartmental Coordination**
This includes ammunition for the Tactical Medics who operate with the IFPD SWAT team which requires coordination with the Idaho Falls Fire Department in the purchase of ammunition for the Tactical Medics.

**Fiscal Impact**
The ammunition purchase is $91,647.85. This is a budgeted item for IFPD and is $9,000 less than what was budgeted. There is a reimbursement from IFPD to IFPD for $1,900.85 for the Tactical Medics ammunition.

**Legal Review**
Assistant City Attorney Mike Kirkham approved this purchase.

PURCHASE REQUISITION NBR: 0000086314

REQUISITION BY: ASCHOLES/JTISDALE

STATUS: SUPERVISOR (#1)
REASON: AMMUNITION ORDER 2022/23

DATE: 11/10/22

SHIP TO LOCATION: POLICE DEPARTMENT

SUGGESTED VENDOR: 943 SALT LAKE WHOLESALE SPORTS

DELIVER BY DATE: 11/10/22

| LINE NBR | DESCRIPTION | QUANTITY | UOM | UNIT COST | EXTEND COST | VENDOR PART NUMBER |
|---|---|---|---|---|---|---|
| 1 | 9MM LUGER 124 GR TMJ LAWMAN, ITEM#53651<br>COMMODITY: POLICE EQUIP & SUPPLIES<br>SUBCOMMOD: MISC POLICE EQUIP & SUP | 6.00 | EA | 229.0000 | 1374.00 | |
| 2 | 9MM LUG+P 124 GR GDHP AMMO, ITEM#53617<br>COMMODITY: POLICE EQUIP & SUPPLIES<br>SUBCOMMOD: MISC POLICE EQUIP & SUP | 1.00 | EA | 397.0000 | 397.00 | |
| 3 | FREIGHT<br>per estimate 6825<br>COMMODITY: POLICE EQUIP & SUPPLIES<br>SUBCOMMOD: MISC POLICE EQUIP & SUP | 7.00 | EA | 18.5500 | 129.85 | |
| 4 | 9MM LUGER 124 GR TMJ LAWMAN, ITEM#53651<br>COMMODITY: POLICE EQUIP & SUPPLIES<br>SUBCOMMOD: MISC POLICE EQUIP & SUP | 124.00 | EA | 229.0000 | 28396.00 | |
| 5 | 9MM LUG+P 124 GR GDHP AMMO, ITEM#53617<br>COMMODITY: POLICE EQUIP & SUPPLIES<br>SUBCOMMOD: MISC POLICE EQUIP & SUP | 5.00 | EA | 397.0000 | 1985.00 | |
| 6 | 45 AUTO 230 GR TMJ LAWMAN, ITEM#53653<br>COMMODITY: POLICE EQUIP & SUPPLIES<br>SUBCOMMOD: MISC POLICE EQUIP & SUP | 24.00 | EA | 332.0000 | 7968.00 | |
| 7 | 45 AUTO 230 GR GDHP AMMO, ITEM#53966<br>COMMODITY: POLICE EQUIP & SUPPLIES<br>SUBCOMMOD: MISC POLICE EQUIP & SUP | 1.00 | EA | 469.0000 | 469.00 | |
| 8 | ZSR 5.56 55 GRAIN BRASS, M193 NATO SPEC (30 RD BOX ITEM#ZRM193<br>COMMODITY: POLICE EQUIP & SUPPLIES<br>SUBCOMMOD: MISC POLICE EQUIP & SUP | 67.00 | EA | 630.0000 | 42210.00 | |
| 9 | 223 REM 55 GOLD DOT SP, ITEM#24446<br>COMMODITY: POLICE EQUIP & SUPPLIES<br>SUBCOMMOD: MISC POLICE EQUIP & SUP | 25.00 | EA | 306.0000 | 7650.00 | |
| 10 | REDDAWAY SHIPPING<br>PER ESTIMATE#6824<br>COMMODITY: POLICE EQUIP & SUPPLIES<br>SUBCOMMOD: MISC POLICE EQUIP & SUP | 1.00 | EA | 1069.0000 | 1069.00 | |

REQUISITION TOTAL: 91647.85

ACCOUNT INFORMATION

| LINE # | ACCOUNT | PROJECT | % | AMOUNT |
|---|---|---|---|---|

PURCHASE REQUISITION NBR: 0000086314

STATUS: SUPERVISOR (#1)

REQUISITION BY: ASCHOLES/JTISDALE REASON: AMMUNITION ORDER 2022/23 DATE: 11/10/22

SHIP TO LOCATION: POLICE DEPARTMENT SUGGESTED VENDOR: 943 SALT LAKE WHOLESALE SPORTS DELIVER BY DATE: 11/10/22

| LINE NBR | DESCRIPTION | QUANTITY | UOM | UNIT COST | EXTEND COST | VENDOR PART NUMBER |
|---|---|---|---|---|---|---|

A C C O U N T I N F O R M A T I O N

| LINE # | ACCOUNT | | PROJECT | % | AMOUNT |
|---|---|---|---|---|---|
| 1 | 00120025113400 | Minor Equipment | | 100.00 | 1374.00 |
| 2 | 00120025113400 | Minor Equipment | | 100.00 | 397.00 |
| 3 | 00120025113400 | Minor Equipment | | 100.00 | 129.85 |
| 4 | 00120025113400 | Minor Equipment | | 100.00 | 28396.00 |
| 5 | 00120025113400 | Minor Equipment | | 100.00 | 1985.00 |
| 6 | 00120025113400 | Minor Equipment | | 100.00 | 7968.00 |
| 7 | 00120025113400 | Minor Equipment | | 100.00 | 469.00 |
| 8 | 00120025113400 | Minor Equipment | | 100.00 | 42210.00 |
| 9 | 00120025113400 | Minor Equipment | | 100.00 | 7650.00 |
| 10 | 00120025113400 | Minor Equipment | | 100.00 | 1069.00 |
| | | | | | 91647.85 |

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

lines 1, 2, 3 WILL BE REIMBURSED BY IFFD $1,900.85

Salt Lake Wholesale Sports
3331 South 300 West
Salt Lake City, UT 84115
(801) 485-4867 / (800) 248-4867
sales@saltlakewholesalesports.com

SLWS
SERVING THOSE WHO SERVE

# Estimate

| Date | Estimate # |
|---|---|
| 11/8/2022 | 6824 |
| Estimate is good for 30 days | |

Name / Address

IDAHO FALLS POLICE DEPARTMENT
ACCOUNTS PAYABLE
P.O. BOX 50220
IDAHO FALLS, ID 83405

| Rep | Terms | Project |
|---|---|---|
| JR | Net 30 | |

| Item | Description | Qty | U/M | Rate | Dimensions (L... | Weight ... | Total |
|---|---|---|---|---|---|---|---|
| 53651 | 9MM LUGER 124 GR TMJ LAWMAN | 124 | cs | 229.00 | 14.50 X 6.00 ... | 29.60 | 28,396.00 |
| 53617 | 9MM LUG+P 124 GR GDHP AMMO | 5 | cs | 397.00 | 14.50 X 6.00 ... | 30.00 | 1,985.00 |
| 53653 | 45 AUTO 230 GR TMJ LAWMAN | 24 | cs | 332.00 | 14.50 X 6.00 ... | 50.58 | 7,968.00 |
| 53966 | 45 AUTO 230 GR GDHP AMMO | 1 | cs | 469.00 | 14.50 X 6.00 ... | 50.78 | 469.00 |
| ZSRM193 | ZSR 5.56 55 GRAIN Brass, M193 NATO Spec (30 rd box / 1500 rd case) | 67 | cs | 630.00 | TBDXTBDXTBD | 0.00 | 42,210.00 |
| 24446 | 223 REM 55 GOLD DOT SP | 25 | cs | 306.00 | 12.51 X 4.82 ... | 14.25 | 7,650.00 |
| FET EXEMPT | 11% FET EXEMPTION FOR STATE OR MUNICIPAL AGENCIES | | | | | | 0.00 |
| SHIPPING | REDDAWAY | 1 | | 1,069.00 | | | 1,069.00 |

Thank you for inquiring with Salt Lake Wholesale Sports. To accept this Estimate, please respond in writing or send a Purchase Order to sales@saltlakewholesalesports.com

**Total** $89,747.00

Salt Lake Wholesale Sports
3331 South 300 West
Salt Lake City, UT 84115
(801) 485-4867 / (800) 248-4867
sales@saltlakewholesalesports.com

SLWS
SERVING THOSE WHO SERVE

# Estimate

| Date | Estimate # |
|---|---|
| 11/8/2022 | 6825 |
| Estimate is good for 30 days | |

Name / Address

IDAHO FALLS POLICE DEPARTMENT
ACCOUNTS PAYABLE
P.O. BOX 50220
IDAHO FALLS, ID 83405

| Rep | Terms | Project |
|---|---|---|
| JR | Net 30 | |

| Item | Description | Qty | U/M | Rate | Dimensions (L... | Weight ... | Total |
|---|---|---|---|---|---|---|---|
| 53651 | 9MM LUGER 124 GR TMJ LAWMAN | 6 | cs | 229.00 | 14.50 X 6.00 ... | 29.60 | 1,374.00 |
| 53617 | 9MM LUG+P 124 GR GDHP AMMO | 1 | cs | 397.00 | 14.50 X 6.00 ... | 30.00 | 397.00 |
| FET EXEMPT | 11% FET EXEMPTION FOR STATE OR MUNICIPAL AGENCIES | | | | | | 0.00 |
| SHIPPING | UPS GROUND | 7 | | 18.55 | | | 129.85 |

Fires order

Thank you for inquiring with Salt Lake Wholesale Sports. To accept this Estimate, please respond in writing or send a Purchase Order to sales@saltlakewholesalesports.com

**Total** $1,900.85

# Memorandum

**File #:** 21-736 **City Council Meeting**

**FROM:** Brad Cramer, Director
**DATE:** Tuesday, November 29, 2022
**DEPARTMENT:** Community Development Services

**Subject**
Legislative Public Hearing: Amendments to City Code Title 11, Zoning Code

**Council Action Desired**
☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Ordinance amending City Code Title 11, Zoning Code, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

**Description, Background Information & Purpose**
On November 1, 2022, the Planning and Zoning Commission voted to recommend approval of the amendments of Title 11, the City's Zoning Code, to the Mayor and City Council with recommended changes. The commission recommended that dwellings on upper floors in the R&D zone not be allowed if the main floor is a laboratory and that in-home day cares with outside employees must provide additional parking. The recommendation passed by a vote of 3 to 1. Staff does not agree with the recommended changes from the Commission for reasons outlined in the attached staff report and requests the Ordinance be passed as originally drafted. The attached ordinance does not include the recommended P&Z adjustments.

**Alignment with City & Department Planning Objectives**



☒ ☒ ☒ ☒ ☐ ☐ ☐ ☒

The proposed ordinance is consistent with principles of Good Governance, Transportation, and Livable Communities.

**Interdepartmental Coordination**
CDS has worked with the City Attorney's office on the drafting of the ordinance.

**Fiscal Impact**

NA

**Legal Review**
The City Attorney's office has reviewed the attached ordinance.

STAFF REPORT

**Amendment of Title 11, Comprehensive Zoning**
**December 8, 2022**

IDAHO FALLS

Community Development Services

**Applicant:** City of Idaho Falls

**Project Manager:** Kerry Beutler

**Attachments:**
1. Proposed Amendment Language

**Planning Commission recommendation:** The Commission recommended approval of the amendments with the exception that if there is a home occupation day care that allows a non-resident employee, that additional parking must be provided and the use of dwelling units in R&D zone on the second floor and above not be allowed if the first floor is used as a laboratory.

**Staff Recommendation:** To **recommend** to the Mayor and City Council approval of the amendment language to the Comprehensive Zoning Ordinance.

**Staff Comments:** Staff did not modify the ordinance amendment with the Planning Commission's changes. The Day Care Group, the larger of the two home occupations requires an administrative conditional use permit for approval. If additional parking is necessary or needs to be addressed, the Zoning Administrator could require this as part of that process. In most cases throughout the city accommodating an additional vehicle for parking, either in the driveway or street would not be an issue. Regarding residential units above laboratories, staff understands the Commission's concerns, but laboratory is a broad term and could include many uses. The Building and Fire Code will provide appropriate separation of uses and will address the mix of uses.

The proposed ordinance amendments are mostly housekeeping items with some minor code adjustments as follows:

**General Housekeeping Items:**
Adding references that for some reason were left out previously. Some examples include references to "The Neighborhood Meeting" section of the code and inclusion of RMH in the Established Zones table. Standardizing the way density is referenced, height buffers throughout the code and the way setbacks are dealt with. Also providing clarifying language for evergreen buffers within utility easements.

Removal of references to low, medium and high density. These were related to designations found in the previous comprehensive plan and no longer correlate with the existing plan.

Changes to the agriculture definition to better align with the animal control ordinance.

Adjustment of the PUD height to match the standard in other zones, renumbering of the section due to a duplication and removal of water features, sculptures, works or art and private streets as amenities.

Clarifying use requirements in the PT Zone and allowing variances to be heard by the Board of Adjustment rather than City Council.

**Code Adjustments:**

Removal of specialized setbacks for properties within specific subdivisions zoned RP and RPA prior to the code changing in 2018. At the time staff was concerned that changing these setbacks might have the potential to change the character of some of these neighborhoods. Since the reduced setbacks were adopted in 2018 we haven't seen the nature of residential development change. We often receive complaints from individuals who live in these neighborhoods wondering why they can't do a building addition, construct a garage, or place a shed similar to other neighborhoods. Having specialized setbacks also creates challenges for staff in trying the administer the code and the public in trying to understand the code. Removal of the these will simplify the code for everyone.

Change to the name and purpose statement of the Parks and Open Space Zone to Public. This zone was created as part of the 2018 change to the ordinance. Because the name includes parks it has caused issues with some of the Parks Department state funding. The state is viewing this designation as meaning that all these areas will be established parks, however, that was never the intent. The zone does include park land, but also includes storm ponds and vacant undeveloped land meant to function as a holding zone. Changing the name and purpose statement will help to resolve the misinterpretation. All properties within this zone are owned by the city.

Allowance for Multi-unit Dwelling within the R&D Zone on 2nd stories and above. The R&D Zone exists at the CEI campus, University Place and the INL campus. We continually hear that these areas are in need of additional housing. Allowing residential on the upper stories would allow the potential for additional residential units to be developed in these areas without tying up land that is also needed for education and research facilities.

Allowance for home day cares (up to 12 children) to have an additional employee beyond those that live at the residence. Home occupations do not allow employees, the intent being to maintain the residential character of the neighborhood. This represents a specific challenge for day cares as they manage the day-to-day operations. If someone is sick or needs to deal with a situation related to the facility they often must close for the day, making it challenging for parents and the kids. It's important for childcare to be readily available to residents and home occupations are well suited in neighborhoods. Allowing the single employee will allow flexibility for the day care operation.

The inclusion of a minimum tree requirement for commercial development. Currently, the only tree requirements for commercial properties are for street trees and within buffer areas, when required. We typically see developments plant trees throughout the property, but nothing in the code would require it. The proposed code language will require a property to provide trees within internal landscaped areas. The proposed standard of one tree for every 5,000 sq ft of required landscaped area is based of existing requirements within the PUD Ordinance that are functioning very well. Additionally, they would be required two shrubs for every required tree.

Modification to the definitions of single unit attached dwellings and multi-unit dwellings. Single unit attached dwellings would be defined as three dwelling units attached together and multi-unit would be four or more units. Each of the three units in a single unit attached dwelling would be on its own lot. This change would make the code consistent with code standards prior to 2018 and consistent with industry standards.

November 1, 2022 7:00 p.m. Planning Department

City Annex Building

**MEMBERS PRESENT:** Commissioners Joanne Denney, Lindsey Romankiw, Arnold Cantu, George Morrison, Brent Dixon (via Webex.

**MEMBERS ABSENT:** Margaret Wimborne, Glen Ogden, Kristi Brower

**ALSO PRESENT:** Assistant Planning Director Kerry Beutler; planner Naysha Foster, Caitlin Long and David Peterson; and interested citizens.

**CALL TO ORDER:** Joanne Denney called the meeting to order at 7:00 p.m.

**CHANGES TO AGENDA:**

**MINUTES: Morrison moved to accept the minutes of October 4, 2022, Cantu seconded the motion. The motion passed unanimously.**

**Public Hearing(s):**

**5. RZON 22-011: REZONE. Amendment Title 11, Comprehensive Zoning**

Denney opened the public hearing.

**Applicant: City of Idaho Falls.** Beutler presented the staff report, a part of the record.

Beutler presented several amendments to the Zoning Ordinance. Beutler stated these are house cleaning items. Beutler stated that he has slides for some of the significant changes, and the rest he will talk through, but all proposals are part of the record. Beutler stated that there are general changes in the table of contents to identify the neighborhood meeting section as it was overlooked when the ordinance was adopted. Beutler stated that the RMH Zone is now in the table to establish the zone as it was not listed. Beutler stated that there are some references to density changing things from being gross density and net density and the proposal for the code will be gross density and that will standardize the way it is calculated throughout the zoning ordinance. Beutler stated that there is clarification on evergreen buffers to ensure they don't conflict with the utilities in the easements, and it gives an option to switch from evergreen to deciduous if it is recommended by the City Forrester. Beutler stated that there is repeated removal to references of low medium high density. Beutler stated that they are now referring to general transects and the references to density need to be removed.

Beutler stated that there is a minor change to the agricultural definition to remove dairy animals and goats that are not allowed per the City's Animal Control Ordinance, and the removal will align the Animal Control Ordinance with the Zoning Ordinance definitions.

Beutler stated that there were changes to PUD height to standardize the language throughout the Code relating to the buffer requirement that for every foot of height over 2 stories there is an additional two feet of setback from certain uses.

Beutler stated that they are requesting a removal of specialized setbacks for properties within specific subdivisions zoned RP and RPA. Beutler explained that these are historic setback requirements and when they changed the zoning ordinance in 2018, they had concerns when they were making reduction to the front setback and reduction to side yards, and they were concerned

because they didn't know how that would play out in existing neighborhoods. Beutler explained that 4 years into the adoption of the code they have found that there hasn't been a significant impact or change to the look of the neighborhood. Beutler stated that they are running into an issue what has residents that want to build a shed, garage, or addition, but their subdivision has specific setbacks, and it creates confusion if it is not known that they are in a unique subdivision with specific setbacks. Beutler stated that it is creating a challenge for staff and public and they feel it is best to remove the specialized setbacks and have all setbacks apply across the zone and the City.

Beutler stated that the parks and open space was created in 2018 to identify parcels owned by the City and were intended to have a park or open space and also a holding zone for the City to hold property that it has acquired and doesn't have an identified use for, and this zone was a holding zone until they determined what the use was going to be. Beutler stated that it has caused concern with the parks department when they do grants with the State as other entities view this parks and open space zone as a future park, and that is not always the case. Beutler stated that the proposal is to switch the names of park and open space to Public, and the language is modified to show the actual intent of it being a holding zone for public property.

Beutler stated that the R&D zone is largely located within the University Place and INL Campus and that zone was identified as a special purpose zone to create a campus feel. Beutler stated that there is desire to allow for residential within the zone district to meet their needs. Morrison is concerned it could get sticky and complicated. Beutler stated that the proposed language would be to allow residential on the upper story, and they don't want to lose the ability to have commercial and R&D spaces. Beutler stated that they feel the mixed use is a possibility. Beutler doesn't feel it is a concern because they can meet separation requirements through the building code to allow the uses to co-exist. Beutler wants to preserve the R&D for research and development, but if there was the possibility for a dwelling it could benefit the area. Beutler stated that it is a mechanism to keep the R&D but still allow for some residential if that is the developer's request.

Beutler stated that home-based businesses are restricted to those who live in the home. Beutler stated that smaller day care operations (no more than 12 children) have faced a challenge because they cannot operate the business if they get sick because of lack of employee options. Beutler stated that daycares have approached and asked if it is possible to have a single additional employee allowed as part of the home operated business. Dixon asked if the home daycare limit was always 12. Beutler stated that there are 2 versions at the home (1) smaller version of 6 or less; (2) larger version up to 12. Beutler stated that it is new for the City to allow an employee as they do not allow that for other home businesses to maintain the residential neighborhood integrity, but daycares are convenient for the residential area and a benefit. Beutler stated that day cares are a unique home occupation that closing for the day affects more than just the business, it affects all parents that have kids at the daycare.

Beutler stated that they are including a minimum tree requirement for commercial properties. Beutler stated that commercial developments currently they have to do a landscape requirement, including the perimeter adjacent to the street as a buffer and some internal landscaping in the parking lot if there are more than 24 spaces. Beutler stated that there is maximum lot coverage in PB zones, and you are required to landscape 20% of the property. Beutler stated that the code doesn't set out specific code requirements for landscape material, and landscaping right now is

defined as a mix of ground cover, shrubbery and trees and they have seen properties that don't have a single tree on the property and that is a concern as the City likes trees and landscaping needs levels and heights. Beutler stated that they are proposing that the minimum internal landscape is required to provide 1 tree per 5000 square feet of the required area and 2 shrubs for each required tree to ensure the landscaping includes trees. The standard is coming from the PUD standard, and it has been working well and they can mimic that standard here.

Beutler presented a modification to dwelling unit definitions. Single Unit Attached Dwelling and change the definition from 2 to 3 and form multi-unit moves from 3 to 4. Beutler stated that when they made the changes in 2018 it created a conflict in the Code, so they changed the Code in 2019 to resolve the conflict and reduced it to 2 and 3 to resolve the conflict, but that wasn't staff's intent is to reduce the number they just needed to resolve a conflict. Beutler stated that the conflict has been resolved in the code, and they want to return it to 3 and 4 like it was in 2018. Beutler stated that 4 and above is an industry standard when it comes to multi-dwelling units' definition. Beutler added that the change in 2019 did make some properties non-conforming.

Beutler presented an ordinance dealing with R3A zone to add food processing and food store to be built in the R3A zone. Beutler defined small scale food processing with 3000 square feet or less (small operation) like a jam or canning business. Beutler defined food store is a typical food store to buy food products and many square footages are associated therewith. R3A is mixed use and allows for high density residential and commercial and office uses. Beutler stated that allowing for a food store would allow for a corner bodega and introduce the food product into a neighborhood to make it more accessible. Beutler doesn't want neighborhoods to transform, but R3A is on a collector or arterial and access should be better with higher volume of traffic.

Dixon asked where the two different types of daycares listed and differentiated. Beutler stated it is in the definitions and the daycare group is up to 12, and Daycare home is 6 or less, Daycare center is a commercial operation.

Dixon has gone through all the changes and has individual comments.

**No one appeared in Support/Opposition.**

Denney closed the public hearing.

Dixon began with page 1 to establish zones. Dixon asked them to consider renaming LC to Commercial Residential Mixed Use similar to R3A is Residential Mixed Use as they are seeing LC more residential than commercial. Dixon moved to page 2 showing the uses and LC is left off the list because it is not considered a residential zone even though that it the primary way that the zone is being used

Dixon moved to page 5 to agricultural uses. Dixon stated that the elimination of cows, pigs, goats and sheep goes against the description and the purpose is limited to provide family food, and he feels cows and goats are milk providers, and one cow or goat can provide all the milk for a family. Beutler stated that the purpose is the City's animal ordinance only allows llamas and horses, and doesn't allow for cow, pig, goat or sheep. If they left them as allowable in the zoning ordinance, it would be out of conformance with the Animal Control Ordinance, and this change is only an effort to bring the two ordinances together.

Dixon went to page 6 for R&D multi-dwelling units on the top floor but worries if the 1st floor is used for a laboratory, as the possibility of fire or some sort of chemical problem and people above having to be evacuated. Dixon asked if they could work that into the change.

Dixon went to page 7 public right of ways should be excluded when calculating gross density. Dixon asked if they have a private road, that would be included as the gross density. Beutler agreed.

Dixon went to No. 9 stating that no home occupations should generate the need for off street parking, but the proposal to add an employee to the daycare would require a need for a parking spot, and a day care with 12 children is going to have high traffic. Dixon suggested considering parking as a requirement if they have a non-resident employee on the premises. Dixon feels they shouldn't change it, and they should keep it to 6, not the 12, as 12 draws from an area, not a block. Beutler agreed to look into it.

Dixon moved to page 33, Chapter 3 zoning regulations. A1 mark out doesn't read right. Beutler will change that.

Dixon moved to page 33 near the bottom, item 2 was struck out that added additional minimum area per lot in R2 zone if there are additional dwelling units, Dixon asked why delete that, because if you add additional dwelling units you need more room. Beutler stated that it is a cumbersome issue to plan, so the intent is in R2 if they are going to meet the minimum requirement for 6000 lot area, it should be sufficient, and it will adjust itself naturally, and they don't have to require the additional square footage per unit. Beutler stated that as they get into more intense uses the R2 has 4-plexes you will naturally see more square footage to accommodate parking and storm drainage. Beutler stated that the requirement is a cumbersome way to review square footage. Dixon asked if when the accessory dwelling units were put through, does that require anything. Beutler stated that the accessory dwelling unit was exempted from the density requirement, so it doesn't count towards. Dixon stated that you added density without taking account for it. Beutler disagreed with that view.

Dixon moved to 34 C 2 and reiterated LC comment.

Page 17, 11-3-9. Changing Parks and Open Space to Public. Dixon feels it could be used for any public building, including Courthouse, City Hall, etc., and that is a huge change from parks and open space as those buildings provide service to the public, but not near what Parks and Open Space was. Dixon feels that they are changing the uses allowed in this zone and he would like them to step back and structure it better, as anything that is publicly owned can be put in that. Beutler stated that they aren't changing to allowed uses in the use table. Dixon stated that it is intended for public sites, buildings were uses and activities conducted provide service to the public, and that sounds like City Hall. Beutler stated that each land use is identified in the table. The purpose statement is written generally, and it doesn't give an allowed use to all the uses, and they'd have to be something that is allowed. Dixon feels they will end up with a case where the description of the zone, doesn't match the allowed uses of the zone. Kirkham interjected that Public facilities are currently permitted in the parks and open space zone. Kirkham asked what the concern actually is, is it the title that seems inconsistent with the uses or is there an objection to the use table itself. Dixon stated that the concern is that it went from parks and open spaces which implies, trees, grass, playgrounds, to something that would allow multi- story commercial downtown buildings and that is a drastic change of what is being allowed, and that drastic of a

change shouldn't be a house cleaning item. Beutler referenced what is allowed in the use table in the P Zone: (allowed through a conditional use) Ag, ag tourism, amusement center, cemetery, RV Park, and a public service facility defined as something related to utilities; (Permitted use) is a limited public service facility, park or rec facility and public service use which is identified in the code as the use of the site for administrative, judicial, cultural activities provided to the public from City, State, Federal for non-profit. Beutler stated that it could allow for some of the things Dixon is concerned about, but they are already allowed. Kirkham stated that the change is not a change it is already permitted. Kirkham stated that there is not an additional use added to the P zone. Dixon wasn't aware that those uses were allowed but feels that if it is multi-story or over a certain size, it should go through a hearing process, rather than just being an allowed use Dixon feels that they are changing from something that implies open air, etc., to something that is anything owned by the government. Kirkham stated that is why the change is being suggested because the City is under fire for using the park and open space zone for uses that the planning Commission and City Council have approved as uses by right, because people will say that it is a park and open space zone, and what you are trying to do is not a park or an open space. Kirkham stated that the change is to provide transparency to the public on what the zone actually is and not change on what the uses are. Kirkham stated that if the concern is the need for a park and open space zone, that is a different thing, than saying that the zone is changing radically, because it is not changing. Dixon wondered if this came about by minor changes that resulted in this, or if this was always there, and he didn't realize what it meant.

Dixon moved on to page 25 changing 2 to 3 for single unit attached, and he is concerned relative to the erosion of R1. Dixon stated that originally in R1 attached dwelling units were only allowed as a special use and now there are entire neighborhoods that are composed of attached units, and now they are moving higher from 2 attached to 3 attached, and it will further erode R1. Dixon would support this if they went back to an R1 that attached had to be special use permit only, as R1 is not single family anymore residential, it is now multi-family even though they are single unit attached. Dixon is against that change. Beutler stated that per the zoning code an individual unit on its own lot is not considered multi-family, even though it is attached to an adjacent unit, also on its own lot. Beutler stated that they cannot mix terms when they talk about things, even though they have opinions on what they are, the zoning code is clear that single family dwelling on its own lot, is a single-family dwelling. Dixon stated that Cramer reminded him that if you go back far enough in the zoning regulations, you will find that attached in R1 required a special use permit and over time it has evolved and now it allows 2 units with no special use permit, and now they want to move to 3 units attached with no special use permit in R1. Dixon stated that a special use permit should be needed for R1 if they want to go back to what it was before the change. Beutler stated that it has changed from special use permit because if there is a use that has unique characteristics or unique impact to the area, it would be appropriate to have a CUP required. Beutler asked what is unique and needs additional review or conditions made. Beutler stated that they are not creating anything unique or different than a single-family home, and that is why the conditional use permit was removed as it didn't address anything. Dixon stated that it was used for special cases with a unique lot and a way to utilize the lot, so you might see one or two locations in a neighborhood that you would see single family attached within R1, and it has now evolved to entire neighborhoods that are attached units. Dixon feels R1 has been eroding into assemblance of R2 and they are losing the idea of affordable single family detached housing and now the only place to get single family detached is RP and RE which are large expensive lots and expensive properties, so they are basically

saying to those who cannot afford that, they can no longer be guaranteed to have a neighborhood that is single family detached. Beutler stated that in his professional opinion, he disagreed with Dixon.

**Dixon moved to recommend to the Mayor and City Council approval of the Amendment to Title 11, Comprehensive Zoning as presented with the exception of:**

**That if there is a home occupation day care that allows a non-resident employee, that additional parking must be provided; use of dwelling units in R&D zone on the second floor and above not be allowed if the first floor is used as a laboratory; provision to go from 2 units attached to 3 units attached is not included.**

**The motion died for lack of second.**

**Morrison moved to recommend to the Mayor and City Council approval of the Amendment to Title 11, Comprehensive Zoning as presented and moved previously by Dixon with the exception of the last item (removal of 2-3 dwelling units), Romankiw seconded the motion. Denney called for roll call vote: Morrison, yes; Romankiw, yes; Cantu, yes; Dixon, no; The motion passed 3-1.**

**Dixon opposed the motion because he wants to differentiate R1 from R2 and they are evolving until R1 and R2 are not different other than they are on different legal lots, and the structures will look the same, and someone driving down the street won't know the difference.**

## Ann Peterson

**From:** JR Grotjohn <JR.Grotjohn@itd.idaho.gov>
**Sent:** Wednesday, November 23, 2022 9:12 AM
**To:** Ann Peterson
**Subject:** response to proposed zoning projects

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,
ITD has had the opportunity to review the proposed projects that will be discussed at the December 8th meeting. We would like to comment that any projects bordering US 20 or I-15 will not have direct access from the highways. They will need to access those projects from county/city roads. If you have any questions, please let me know.
Thanks,

JR Grotjohn
Project Coordinator
Idaho Transportation Department
208-745-5625
D6permits@itd.idaho.gov

**ORDINANCE NO.**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 11, WITH LANGUAGE CONSISTENT WITH THE COMPREHENSIVE PLAN AND CITY CODE PROVISIONS; STANDARDIZING SETBACKS, BUFFERS AND DENSITY CALCULATIONS; MINOR CHANGES RELATED TO DWELLINGS, HOME DAY CARES, INTERNAL LANDSCAPING REQUIREMENTS FOR COMMERICAL PROPERTIES; RENAMING THE PARKS AND OPEN SPACE ZONE TO THE PUBLIC ZONE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City adopted the Comprehensive Zoning Ordinance to promote the health, safety, peace convenience, and general welfare of the inhabitants of the City by implementing the goals and policies of the City's Comprehensive Plan; and

WHEREAS, the City desires for the standards of the Code to be consistent and clear; and

WHEREAS, upon review of the Zoning Code, City Planning Division staff has determined there are updates needed to improve the consistency and clarity of the Code; and

WHEREAS, the ordinance amendment includes general changes related to missing references, making the ordinance language consistent with the Comprehensive Plan and other City Codes and standardizing setbacks, buffers and density calculations throughout the Code; and

WHEREAS; the ordinance amendment also deals with other minor changes related to dwellings, home day cares, internal landscaping requirements for commercial properties and renaming the Parks and Open Space Zone to the Public Zone.

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

**SECTION 1:** Title 11, Chapter 1, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

…

## 11-1-3: ESTABLISHMENT OF ZONES.

**Table 11-1-1: Established Zones**

| Zone Type | Zone Abbreviation | Zone Name |
|---|---|---|
| ~~**Low Density**~~ **Residential** | RE | Residential Estate |
| | RP | Residential Park |

| | | |
|---|---|---|
| | R1 | Single Dwelling Residential |
| ~~**Medium Density**~~ | R2 | Mixed Residential |
| | TN | Traditional Neighborhood |
| | RMH | Residential Mobile Home |
| ~~**High Density Residential**~~ | R3 | Multiple Dwelling Residential |
| | R3A | Residential Mixed Use |
| | RMH | Residential Mobile and Manufactured |
| **Commercial** | PB | Professional Business Office |
| | CC | Central Commercial |
| | LC | Limited Commercial |
| | HC | Highway Commercial |
| **Industrial** | LM | Light Manufacturing and Heavy |
| | I&M | Industrial and Manufacturing |
| **Special Purpose** | R&D | Research and Development |
| | P | ~~Parks and Open Space~~Public |

…

**SECTION 2**: Title 11, Chapter 2, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

…

## 11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

**Table 11-2-1: Allowed Uses in Residential Zones**

P = permitted use. $C_1$ = administrative conditional use. $C_2$ = Planning Commission conditional use. $C_3$ = City Council conditional use. A blank denotes a use that is not allowed in that zone. *Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

| | ~~**Low Density**~~ **Residential** | | | ~~**Medium Density**~~ **Residential** | | | ~~**High Density**~~ **Residential** | |
|---|---|---|---|---|---|---|---|---|
| **Proposed Land Use** | **RE** | **RP** | **R1** | **R2** | **TN** | **RMH** | **R3** | **R3A** |
| Accessory Use | P | P | P | P | P | P | P | P |
| Agriculture* | P | | | | | | | |
| Animal Care Clinic | | | | | P* | | | P |
| Artist Studio | | | | | P* | | | |
| Bed and Breakfast* | | | | | | | | P |
| Boarding /Rooming House | | | | | | | P | P |
| Day Care, Center* | | | $C_2$ | P | P | | P | P |
| Day Care, Group* | $C_1$ | | $C_1$ | P | P | $C_1$ | P | P |
| Day Care, Home | $C_1$ | | $C_1$ | P | P | $C_1$ | P | P |
| Dwelling, Accessory Unit* | P | P | P | P | P | P | P | P |
| Dwelling, Multi-Unit* | | | | P* | P | | P | P |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Dwelling, Single Unit Attached* | | | P | P | P | P | P | P |
| Dwelling, Single Unit Detached | P | P | P | P | P | P | P | P |
| Dwelling, Two Unit | | | | P | P | | P | P |
| Eating Establishment, Limited | | | | | P* | | | P |
| Financial Institutions | | | | | P* | | | P |
| Food Processing, Small Scale | | | | | P* | | | P |
| Food Store | | | | | P* | | | P |
| Fuel Station | | | | | P* | | | |
| Health Care and Social Services | | | | | P* | | | P |
| Home Occupation* | $C_1$ | | $C_1$ | $C_1$ | $C_1$ | $C_1$ | $C_1$ | $C_1$ |
| Information Technology | | | | | | | | P |
| Laundry and Dry Cleaning | | | | | P* | | | P |
| Live-Work* | | | | | $C_1$ | | | P |
| Manufactured Home* | P | P | P | P | P | P | P | P |
| Mobile Home Park* | | | | | | $C_2$ | | $C_2$ |
| Mortuary | | | | | | | | P |
| Park and Recreation Facility* | P | P | P | P | P | P | P | P |
| Parking Facility | | | | | | | | P |
| Personal Service | | | | | P* | | | P |
| Planned Unit Development* | $C_3$ | $C_3$ | $C_3$ | $C_3$ | $C_3$ | $C_3$ | $C_3$ | $C_3$ |
| Professional Service | | | | | P | | | P |
| Public Service Facility* | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ |
| Public Service Facility, Limited | P | P | P | P | P | P | P | P |
| Public Service Use | | | | | | | | P |
| Recreational Vehicle Park* | | | | | | $C_2$ | | |
| Religious Institution* | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ |
| Residential Care Facility | | | | | | | P | P |
| Retail | | | | | P* | | | $C_2$ |
| School | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ |
| Short Term Rental* | P | P | P | P | P | P | P | P |
| Transite Station | | | | | | | | P |

…

## 11-2-5: ALLOWED USES IN INDUSTRIAL AND SPECIAL PURPOSE ZONES.

**Table 11-2-3: Allowed Uses in Industrial Zones**

P = permitted use. $C_1$ = administrative conditional use. $C_2$ = Planning Commission conditional use. $C_3$ = City Council conditional use. A blank denotes a use that is not allowed in that zone. *Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

| | **Industrial** | | **Special Purpose** | |
|---|---|---|---|---|
| **Proposed Land Use Classification** | **LM** | **I&M** | **R&D** | **P** |
| Accessory Use* | P | P | P | |
| Accessory Use, Fuel Station* | P | P | P | |
| Accessory Use, Storage Yard* | P | P | P | |
| Airport | P | | | |
| Agriculture* | $C_2$ | P | | $C_2$ |
| Agriculture Tourism | $C_2$ | P | | $C_2$ |
| Amusement Center | P | P | | |
| Amusement Center, Indoor Shooting Range* | P | P | | |
| Amusement Center, Outdoor* | P | P | | $C_2$ |
| Adult Business* | | P | | |
| Animal Care Clinic* | P | P | | |
| Animal Care Facility* | P | P | | |
| Artist Studio | P | P | | |
| Auction, Livestock | | $C_2$ | | |
| Building Contractor Shop | P | P | | |
| Building Material, Garden and Equipment | P | P | | |
| Cemetery* | | | | $C_2$ |
| Club* | P | P | | |
| Communication Facility | P | P | P | |
| Correctional Facility or Jail | $C_2$ | P | | |
| Day Care* | P | P | P | |
| Drinking Establishment | P | P | | |
| Drive-through Establishment* | P | P | | |
| Dwelling, Accessory Unit* | P | P | | |
| Dwelling, Multi-Unit* | | | P | |
| Eating Establishment | P | P | | |
| Eating Establishment, Limited | P | P | P | |
| Equipment Assembly and Sales | P | P | | |
| Financial Institution | P | P | P | |
| Food Processing, Small Scale Processing With or Without Sales | P | P | | |

| | | | | |
|---|---|---|---|---|
| Food Products, Processing, With or Without Retail Sales | | P | | |
| Food Store | P | P | | |
| Fuel Station, Super | P | P | | |
| Health Care and Social Services | | | P | |
| Higher Education Facilities | P | | P | |
| Hospital* | $C_2$ | $C_2$ | $C_2$ | |
| Industry, Craftsman | P | P | | |
| Industry, Heavy | | P | | |
| Industry, Light | P | P | | |
| Information Technology | P | P | P | |
| Laundry and Dry Cleaning | P | P | | |
| Lodging Facility | P | | $C_2$ | |
| Medical Support Facilities | P | | P | |
| Parking Facility | P | P | P | |
| Park and Recreation Facility* | | | | P |
| Pawn Shop | P | P | | |
| Personnel Service | P | P | | |
| Professional Service | P | P | P | |
| Public Service Facility* | P | P | $C_2$ | $C_2$ |
| Public Service Facility, Limited | P | P | P | P |
| Public Service Use | P | P | P | P |
| Railroad Freight Terminal and Station | | P | | |
| Recreational Vehicle Park* | | | | $C_2$ |
| Research and Development Business | P | P | P | |
| Retail | P | P | | |
| Storage Facility, Indoor | P | P | | |
| Storage Facility, Outdoor | P | P | | |
| Storage Yard* | P | P | | |
| Terminal Yard, Trucking and Bus | | P | | |
| Transit Station | P | P | P | |
| Vehicle and Equipment Sales | P | P | | |
| Vehicle Body Shop | P | P | | |
| Vehicle Sales | P | P | | |
| Vehicle Washing Facility | P | P | | |
| Warehouse | P | P | | |
| Warehouse, Wholesale With Flammable Materials | P | P | | |

## 11-2-6: STANDARDS FOR ALLOWED LAND USES.

(A) Accessory Use, Fuel Station
(B) Accessory Use, Storage Yard
(C) Adult Business
(D) Agriculture
(E) Amusement Center, Indoor Shooting Range
(F) Amusement Center, Outdoor
(G) Animal Care Clinic
(H) Animal Care Facility
(I) Bed and Breakfast
(J) Cemetery
(K) Club, and Religious Institution
(L) Day Care, Center and Day Care, Group
(M) Drive-through Establishment
(N) Dwelling, Accessory Unit
(O) Dwelling, Multi-Unit
(P) Dwelling, Single Unit Attached
(Q) Hazards and Nuisances
(R) Home Occupations
(S) Hospital
(T) Live-Work
(U) Manufactured Home outside a Manufactured Home Community
(V) Mobile Home Park
(W) Planned Unit Development
(X) Public Service Facility
(Y) Recreation Vehicle Park
(Z) Short Term Rental
(AA) Storage Yards
(BB) Temporary Construction
(CC) Temporary Land Use

…

(D) Agriculture Uses. Agriculture uses, including animal husbandry, shall be limited for the purpose of providing family food and for the use of those residing on the premises, but not for commercial purposes. No more than one (1) ~~cow, pig, goat, sheep,~~ llama~~,~~ or horse and their dependent young shall be kept for each twenty thousand square feet (20,000 ft²) of lot area. For poultry, refer to Animal Control.

…

(O) Dwelling, Multi-Unit.

(1) In the R2 Zone, no more than four (4) dwelling units shall be constructed within a single structure.

(2) In the LC Zone, multi-unit developments shall comply with the development standards of the R3A Zone.

~~(2)~~(3) In the R&D Zone, multi-unit dwellings are permitted on second ($2^{nd}$) story and above.

(P) Dwelling, Single Unit Attached.

(1) Every lot upon which a single-unit home attached dwelling is located shall have frontage upon a dedicated public street.

(2) No single-unit attached dwelling shall be located above another dwelling unit, either in whole or part.

(3) Each single-unit attached dwelling shall have at least one (1) direct pedestrian access from the interior of the dwelling to the exterior boundaries of the lot. No pedestrian access to an attached single-unit dwelling unit may be held in common with any other single-unit dwelling unit.

(4) Except as noted below, a single-unit attached dwelling shall have no facilities or property in common with any other single-unit attached dwelling and all such dwelling units shall be structurally and functionally independent from another. All single-unit attached dwellings shall have separate electrical service, water service lines and sanitary sewer service lines from all other of such dwellings. Common facilities or property are allowed for the following:

(a) Common party walls constructed in accordance with the International Building Code.

(b) Foundations supporting attached or party walls.

(c) Flashing at the termination of the roof covering any attached walls.

(d) Roofs.

(e) Vehicular access to a dedicated street from off-street parking facilities or garages.

(5) No building permit shall be issued for the construction of a single-unit attached dwelling unless a common facilities agreement or party wall agreement for Declaration of Condominium has been filed with the Bonneville County Recorder's Office for each such dwelling which shares common facilities with another unit. Such agreement shall include a legal description of the lots sharing common facilities and shall allocate responsibility between the owners of such lots the use, maintenance, and ownership of all common facilities.

(6) All single-unit attached dwellings shall meet the dwelling unit separation requirements of the officially adopted and applicable building codes of Idaho Falls.

(7) A lot upon which a single-unit attached dwelling is located need not comply with the zone's minimum area and width requirements, provided such lot complies with the zone's location of buildings and the minimum side yard requirements of the zone's special provisions for single- unit attached dwellings.

(8) The ~~net~~ gross density of single-unit attached dwellings shall not exceed the density allowed in the zone where it is located. Public rights-of-way shall be excluded when calculating ~~net~~ gross density.

(9) An interior single unit attached dwelling shall be allowed to increase the maximum lot coverage by ten percent (10%).

…

(R) Home Occupations.

(1) The following activities do not require a home occupation:

(a) Artists, sculptors, craft work, such as jewelry-making and pottery, and composers who do not sell product to the public on the premises; and

(b) Home offices with no client visits to the home permitted; and

(c) Telephone answering and message services; and

(d) Private instruction (including tutoring or artistic instruction such as music, dance, art, etc.) where not more than one (1) student is on the premises for lessons at any given time.

(2) A home occupation shall be conducted entirely within a residential dwelling or accessory structure.

(3) No employment of on-premise help other than the residents of the dwelling shall be allowed except as otherwise provided in this Code.

~~(3)~~ (a) Day Cares, as home occupations, may have one (1) non-resident only, on-premise employee provided that nothing herein shall permit a home occupation Day Care to provide care for more than twelve (12) children.

(4) No more than twenty percent (20%) floor space of the area of the dwelling shall be used in the home occupation.

(5) No outdoor storage of any materials or supplies and no overnight on-site parking of any commercial or business vehicle of greater than eight thousand pounds (8,000 lbs.) ~~lbs.~~ gross vehicle weight shall be allowed.

(6) Advertising shall be limited to one (1) eighteen inch by twenty-four inch (18" x 24") non-illuminated sign posted on the exterior of the home or in a front window. Yard

signs are not permitted.

(7) The appearance of the building shall not be altered and the occupation shall not be conducted in any manner that causes the premises to deviate from its residential character, either by color, materials or construction, lighting, signs, sound or noise vibrations, traffic generation and parking requirements.

(8) The use of utilities or community facilities shall not exceed that generally used for residential purposes.

(9) No home occupation shall generate the need for off-street parking or loading areas that are more extensive than those normally provided for a residence. Nor shall any home occupation create a consistently negative impact upon on-street parking in its neighborhood.

(10) Prior to issuance of a home occupation, the applicant shall sign a statement verifying:

(a) All requirements and conditions for approval of the home occupation is met; and

(b) If any of the requirements or conditions are violated by the applicant, approval shall become null and void, immediately and without further process due.

(11) The following uses are not permitted as home occupations in residential zones:

(a) Medical/dental office;

(b) Motor vehicle and engine repair and body shops;

(c) Medical facilities for animals, including animal care or boarding facilities;

(d) Dispatch centers, where employees come to the site and are dispatched to other locations;

(e) Machine shop/metal working;

(f) On-site retail sales;

(g) Commercial food preparation, not including catering;

(h) Contractors shops;

(i) Mortuaries;

(j) Body piercing and/or painting, tattoo; and

(k) Any business that requires storage or manufacturing of toxic or hazardous materials, as a significant part of its business, including ammunition or gunpowder.

…

(W) Planned Unit Development (PUD).

…

(4) Dimensional Requirements. Dimensional standards, including minimum lot size, setbacks, maximum density and height, and required parking and parking dimensional standards, if different from the regular requirements of this code shall be established for each individual PUD based upon the following criteria:

(a) PUD Size. The minimum site size for a PUD shall be two (2) acres. Smaller acreage may be considered for a PUD on land that the Council finds is redeveloping, or provides a public benefit or amenity.

(b) Lot Size. There shall be no minimum lot size.

(c) Density.

(i) The maximum density allowed in residential zones is set forth in Table 11-2-4 Maximum Residential Density:

**Table 11-2-4: Maximum Residential Density**

| Base Residential Zone | Dwelling units/gross acres |
|---|---|
| RE | 2 |
| RP | 5 |
| RMH | 8 |
| R1 | 8 |
| R2 | 17 |
| TN | 17 |
| R3 | 35 |
| R3A | 35 |

(ii) For other base zones where residential uses are allowed, the maximum density allowed shall be thirty-five (35) dwelling units per gross acre.

(iii) The maximum number of units permissible in each individual zone shall be calculated separately, and no allowed dwelling unit density can be transferred between zones.

(d) Setbacks shall reflect the general standards of the area and character of the neighborhood in which the PUD is located.

(i) In residential PUDs, the established setbacks of residential properties contiguous to or across the street from the PUD, shall constitute the

minimum setback for the perimeter area of the PUD which it is contiguous to.

(ii) Internal setbacks between buildings or internal lot lines within residential PUDs may be established as part of the PUD process.

(e) Height. The maximum structure height for a residential PUD shall be determined by the underlying base zone, except where a structure is set back from required setback lines by at least ~~one foot (1')~~two feet (2') for each additional one foot (1') of building height.

~~(4)~~(5) Arrangement and Design.

(a) A PUD shall be compatible with the surrounding neighborhood bulk, scale, structural mass, and character demonstrated by similar building types, construction, separations, and heights.

(b) Structures and uses of lowest height and intensity shall be arranged around the boundaries of the development.

(c) Taller structures should be located toward the interior of the site or in a location to lessen the adverse impacts of height on the surrounding neighborhood.

(d) Structures should be oriented towards common areas. Residential uses should be separated and arranged to provide for private space, in addition to providing for common areas.

(e) Structures should include a high quality of design and architecture as demonstrated by cohesive building styles, a range of building positions, custom architectural features, and varied building materials.

~~(5)~~(6) Landscaping and Buffering.

(a) All areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.

(b) Landscape plans shall be submitted as part of the PUD application.

(c) Internal landscaping area, excluding required buffers, shall provide the following, a minimum one (1) tree per five thousand square feet (5,000 ft²). A minimum of two (2) shrubs for each required tree. The use of native vegetation which reduces water consumption is encouraged.

(d) Alternate tree spacing can be requested as part of the PUD, but shall not reduce the total minimum number of trees required.

(e) All PUDs that include limited commercial uses or residential uses contiguous to existing commercial uses shall provide a buffer from contiguous residential uses

that are not part of the PUD development.

(i) The buffer shall be no less than ten feet (10') in width and shall include trees with no less than twenty foot (20') centers separating them; and

(ii) A six foot (6') opaque fence (opaque fence shall not include chain link fencing with or without slats) or a dense hedge of shrubbery which shall attain a height of at least six feet (6').

~~(5)~~(7) Parking Lot Design and Landscaping.

(a) Parking areas more than twenty-four (24) parking spaces shall include landscaping of a minimum of ten percent (10%) of the parking area with trees and appropriate ground cover. Landscape rock alone shall not constitute appropriate ground cover.

(b) Parking lots containing twenty-four (24) or more parking spaces contiguous to public or private streets shall include within the contiguous landscape strip a berm of no less than four feet (4') in height.

(c) Interior parking lot landscaping shall be designed to incorporate pedestrian ways through the parking area and to break large parking areas into smaller bays.

~~(6)~~(8) Streetscapes.

(a) All PUDs shall have frontage on a public or an approved private street.

(b) The development shall provide safe, inviting, and attractive streetscapes.

(c) Except for the area occupied by a permitted driveway, a landscape strip shall be provided and maintained along the side of the property bordering any public or private street that is closest to the portion of the lot containing a structure or other development.

(i) The landscape strip contiguous to perimeter public streets shall be no less than twenty feet (20') in width and shall include trees (with no less than thirty feet (30') centers separating them) and lawn or other ground cover.

(ii) The landscape strip contiguous to internal public and private streets shall be no less than ten feet (10') in width and shall include trees (with no less than forty feet (40') centers separating them) and lawn or other ground cover.

(d) Trash enclosures and dumpsters shall not be located within setbacks or contiguous to any street.

~~(7)~~(9) Common Space. All PUDs shall provide common space and landscape areas as follows:

(a) Not less than twenty-five percent (25%) of the gross area of a PUD shall be

designated and maintained as common space for the recreational and/or common use of the occupants of the development.

(b) Common space may include an open space parcel or parcels of land, an area of water, or a combination of land and water, recreational facilities, either public or private, ball courts, swimming pools, playgrounds, drainage facility developed with physical amenities, exercise rooms or similar facilities.

(c) Common spaces shall not include areas within any road, driveway, parking area, sidewalk contiguous to a public or private street, required landscape strip or buffer, and a drainage facility that does not include additional physical amenities, as identified in this Section, beyond open space.

~~(8)~~(10) Amenities. All PUDs shall provide amenities in addition to the common space required by this Section as follows:

(a) The number and size of amenities should increase as overall acreage and scale of the development increases. At least one (1) amenity shall be provided for the first fifty (50) residential units proposed, and one (1) additional amenity shall be provided for each fifty (50) residential units proposed thereafter.

(b) Amenities should be placed in logical areas that allow convenient access to most of the occupants of the development.

(c) PUDs shall provide at least one (1) of the following amenities:

(i) Private or public recreational facility, such as a swimming pool, ball courts, or playground, in scale with the development.

(ii) Private or public plaza, pedestrian mall, garden, arboretum, square or other similar open space.

(iii) Public access to or additions to the greenbelt, neighborhood park systems or other public open space or enhanced pedestrian connections to adjacent employment and shopping centers.

(iv) Trail system or pedestrian paths in addition to necessary circulation paths that would be required if the development was not a PUD.

~~(v) Water features, sculptures or work of art.~~

~~(vi) Private streets that include landscaped medians.~~

~~(vii)~~(v) A drainage facility developed with additional physical amenities beyond open space.

~~(viii)~~(vi) Similar amenities which reflect the purposes of this Section as

approved.

~~(9)~~(11) Pedestrian system.

(a) PUDs shall provide pedestrian connections to existing or proposed schools, parks, public lands or pathways on adjacent properties.

(b) The pedestrian connections shall form a logical, safe, and convenient system for pedestrian access to all structures, project facilities and amenities, and principal off-site pedestrian destinations.

~~(10)~~(12) Phasing. Phasing of development and associated public and private improvements is permitted, subject to an approved phasing schedule. Phased development shall be considered with the initial PUD approval process and ate phasing schedule shall be approved as part of the development plan. Proposed amenities shall be constructed with the first phase or approved according to the phasing schedule, provided that a majority of the improvements occur within the first phase. Upon approval of the development plan and schedule for all phases of the PUD, each phase of the development may occur in accordance with the review and approval procedures, as specified by this Code.

…

**SECTION 3**: Title 11, Chapter 3, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

…

**11-3-2: PROVISIONS THAT APPLY IN ALL ZONES.**

(A) Setback Requirements.

(1) No required setback or ~~other open space around an existing building or which is hereafter provided around any building for the purpose of complying with provisions of this Zoning Code shall be considered as providing a setback or open space for any other building, nor shall any setback or~~ other required open space on a contiguous lot shall be considered as providing the setback or open space whereon a building is to be created or established except as otherwise permitted by this code.

(2) All of a setback shall be open to the sky and unobstructed (except for permitted accessory structures, and allowed encroachments as set forth in paragraph three (3) of this subsection).

(3) The following may encroach into required setbacks:

(a) Belt courses, sills and lintels or other ornamental features may project up to eighteen inches (18”) into the required front, rear and side setback.

(b) Cornices, eaves and gutters may project into any front, side, or rear yard setback up to one-third (1/3) of the width of the minimum required setback.

(c) Unwalled and unroofed porches, terraces, balconies and steps may encroach into any front, side or rear setback up to one-third (1/3) of the width of the minimum required setback. Uncovered access ramps for mobility-impaired persons may encroach into the required setbacks more than one-third (1/3) of the width of the front or rear yards when necessary to comply with building code standards.

(4) Where lots developed with structures comprise more than forty percent (40%) or more of the frontage of any block on any street, no future development or remodel shall have a setback less than the average front yard setback established on that block. The following are exceptions to this requirement:

(a) No setback requirement shall be greater than the setback established for the Zone where it is located.

(b) A structure which is to be located between two (2) existing structures, not exceeding one hundred and fifty feet (150') apart, shall not be required to have a larger front setback than the average setback line established by the two (2) existing structures.

(B) Parcels Below the Minimum Area Requirements. No parcel of land which has less than the minimum width and area requirements for the Zone in which it is located shall be separated from a larger part of land for the purpose of creating a building lot.

(C) Exceptions to the Building Height Requirements. Roofs above the square of the building, chimneys, flagpoles, television antennas, church towers, and similar structures not used for human occupancy, are excluded when calculating building height.

(D) Streets and Access. The design of vehicular access to and from a parcel of land shall conform to the Access Management Plan, as amended.

(E) Recreational Vehicles and Tents. Unless otherwise allowed by this Code or State or Federal law or regulation, no~~No~~ recreational vehicle or tent shall be occupied in Idaho Falls, except when located in an approved recreational vehicle park.

(F) Lighting.

(1) All exterior illumination shall be shielded and directed downward so as not to produce direct glare on adjacent properties.

(2) No commercial use shall cause a level of illumination exceeding one-half ~~(0.5) foot~~foot (1/2') candles on any part of ~~an~~ a contiguous residential area.

…

**11-3-4: STANDARDS FOR RESIDENTIAL ZONES.**

**Table 11-3-1: Dimensional 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 | 36 | * | | | 24 |
| Maximum Density in ~~net~~ gross units/acre | 1 | 4 | 6 | 17 | 15 | 35 | 35 | 8 |
| *See explanations, exceptions and qualifications in Section 11-3-4 A, B, C of this Zoning Code. | | | | | | | | |

(A) Minimum and Maximum Lot Area.

(1) In the R1 Zone, the maximum lot size shall be thirteen thousand five hundred square feet (13,500 $ft^2$), except for corner lots, wedge-shaped lots in cul-de-sacs, or other unusual shaped lots. This shall also not apply to conditional uses such as schools and religious institutions.

~~(2) In the R2 zone, seven hundred and fifty square feet (750 $ft^2$) shall be added to the minimum required area for each additional dwelling unit.~~

~~(3)~~(2) In the TN Zone, the maximum average lot area for subdivisions approved after the adoption of this Code, April 12, 2018, shall be six thousand two hundred and fifty square feet (6,250 $ft^2$) in order to encourage a mix of lot sizes and dwelling types.

(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) 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.

(5) 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').

(6) In the R3A Zone, non-residential buildings shall have a rear setback of at least ten feet (10').

(7) When a multi-unit dwelling or commercial use is developed on a property that adjoins a property zoned RE, RP, R1, ~~R2,~~or TN ~~or 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~~ a minimum setback ~~being~~ of thirty feet (30').

(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, RN, TN, and RMH~~Residential Zones lot coverage for single unit residential uses 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.

~~(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 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 and additional one foot (1') in setback.~~

(D) Dimensional Standards for Accessory Structures in Residential Zones.

**Table 11-3-3: Dimensional Standards for Accessory Structures in Residential Zones**

| | RE | RP | R1 | R2 | TN | R3 | R3A | RMH |
|---|---|---|---|---|---|---|---|---|
| **Setbacks – Minimum in ft.** | | | | | | | | |
| Front | 40 | 30 | 25 | 20 | 15 | 15 | 15 | 25 |
| Side | 20 | 0/7.5* | 0/6* | 0/6* | 0/5* | 0/6* | 0/6* | 0/10* |
| Rear | 40* | 0* | 0* | 0* | 0* | 0* | 0* | 0* |
| Building height-Maximum in ft. | | 12/24* | 12/24* | 12/24* | 12/24* | | | 12/24* |
| *See explanations, exceptions and qualifications that follow in Section 11-3-4D (1-5) of this Zoning Code. | | | | | | | | |

(1) In residential zones, accessory structures which are more than twelve feet (12') in height must meet the same setbacks as primary buildings.

(2) In all residential zones, except the RE Zone, side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building.

(3) The rear yard setback shall be three feet (3') on lots in any residential zone in which the rear yard is contiguous to an alley.

(4) In the RMH Zone, a minimum rear yard of fifteen feet (15') is permitted if one (1) of the required side-yards is a minimum of twenty-five feet (25').

~~(5) 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 11-3-4: Prior RP and RP-A Accessory Building Setbacks**~~

| | ~~RP~~ | ~~RP-A~~ |
|---|---|---|
| ~~**Setbacks – Minimum in ft.**~~ | | |
| ~~Front~~ | ~~30~~ | ~~30~~ |
| ~~Side~~ | ~~20~~ | ~~5*~~ |

| | | |
|---|---|---|
| ~~Rear~~ | ~~25~~ | ~~5*~~ |
| ~~*See explanations, exceptions and qualifications that follow in Section11- 3-4D(1.3) of this Zoning Code.~~ | | |

…

## 11-3-6: STANDARDS FOR COMMERCIAL ZONES

(A) Dimensional Standards. Table 11-3-6 Dimensional Standards for Commercial Zones shall be used for determining the minimum site area, minimum site width measured at the setback line, minimum setbacks, maximum building height, maximum lot coverage and maximum gross density in each Commercial Zone.

**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. | | | | |

(1) In the LC Zone, structures may encroach into the twenty foot (20') setback up to ten feet (10') when designed with a pedestrian walkway a minimum of five feet (5') in width connecting the public sidewalk to the structure's entrance. Parking is not permitted to encroach into the twenty foot (20') setback.

(2) In the HC Zone, display space may encroach into the landscape buffer contiguous to the street. Such encroachments may not exceed twenty-five percent (25%) of the linear frontage contiguous to the street.

(3) In the CC Zone, the landscape buffer contiguous to a street may be reduced or removed where a building is located within the required landscape buffer, as determined by ~~teh~~the Zoning Administrator.

(4) When a multi-unit dwelling or commercial use is developed on a property that adjoins a property zoned RE, RP, R1, R2, or TN~~, or 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) 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.

(6) In the LC Zone, residential uses shall comply with the R3A Zone dimensional standards.

…

## 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 use~~s, 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.

**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.

(B) ~~Parks and Open Space~~Public Zone. This zone ~~provides a park zone and protects open space within the City for preservation and recreational use~~is primarily intended for public sites, buildings, and uses where activities conducted provide service to the public. This zone can also be used as a holding zone for properties that do not yet have an identified use. Another purpose of this zone is to identify the appropriate location and efficient layout of public ~~parks and playgrounds~~ recreation and open space. This zone will harmonize the various features and facilities of public sites, buildings, parks, and playgrounds with the surrounding area. This zone can also interconnect~~s~~ park and open space systems linked by trails, greenways, or other public corridors.

…

**SECTION 4**: Title 11, Chapter 4, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

…

**11-4-4: LANDSCAPING, BUFFERS, AND SCREENING.**

…

(E) Required Landscape and Buffers. Table 11-4-1 Minimum Landscaping and Buffer Requirements shall be used to determine the required landscape and buffer requirements for each base Zone.

**Table 11-4-1: Minimum Landscaping and Buffer Requirements**

| Zone | Minimum Landscaping Requirements (% of total lot area) | Minimum Landscaped setback contiguous to a Street (In width) | Commercial and Multi-Unit Residential Minimum Landscaped Buffer from Contiguous Single Unit Residential Zones and Uses (in width) |
|---|---|---|---|
| **RE** | | | |
| | | Required front and side yard setbacks facing a public street | |
| **RP** | | | |
| | | Required front and side yard setbacks facing a public street | |
| **R1** | | | |
| | | Required front and side yard setbacks facing a public street | |
| **R2** | | | |
| | 20% | Required front and side yard setbacks facing a public street | 10’ or 7’ with a 6’ masonry wall or opaque fence |
| **TN** | | | |
| | 50% | Required front and side yard setbacks facing a public street | 10’ or 7’ with a 6’ masonry wall or opaque fence |
| **R3** | | | |
| | 20% | Required front and side yard setbacks facing a public street | 10’ or 7’ with a 6’ masonry wall or opaque fence |
| **R3A** | | | |
| | 20% | 15’ | 10’ or 7’ with a 6’ masonry wall or opaque fence |
| **RMH** | | | |
| | | Required front and side yard setbacks facing a public street | |

| | | | |
|---|---|---|---|
| **PB** | | | |
| | 20% | Required front and side yard setbacks facing a public street | 10’ or 7’ with a 6’ masonry wall or opaque fence |
| **CC** | | | |
| | | 7’ or exceptions as allowed by this Code | 20’ or (10’ with an 8’ masonry wall or opaque fence) |
| **LC** | | | |
| | 20% | 20’ or exceptions as allowed by this Code | 20’ or (10’ with an 8’ masonry wall or opaque fence) |
| **HC** | | | |
| | | 20’ | 30’ or (10’ with an 8’ masonry wall -or opaque fence) |
| **LM** | | | |
| | 20% | 15’ | 30’ or (20’ with an 8’ masonry wall -or opaque fence) |
| **I&M** | | | |
| | | 15’ | 30’ or (20’ with an 8’ masonry wall -or opaque fence) |
| **R&D** | | | |
| | 20% | 30’ | 20’ or (15’ with an 8’ masonry wall -or opaque fence) * |
| **P** | | | |
| | | 20’ | 50’* |
| *See explanations, exceptions and qualifications that follow in Section 11-4-4H of this Zoning Code. | | | |

(F) Minimum Landscaping Requirements.

(1) The minimum landscaping requirements as set forth in Table 11-4-1 Minimum Landscaping and Buffer Requirements is expressed as a percentage of the area of the total lot area.

(2) Landscape areas shall be planted with a ground cover such as lawn or other plant material, trees and shrubs and otherwise landscaped and maintained in accordance with standard landscaping practices.

(3) Landscape areas, within residential developments, may include hard-surface outdoor recreation facilities such as tennis courts, basketball courts, shuffleboard courts, and swimming pools, provided that:

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

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

(4) Minimum internal landscape area, as required by this Code, shall provide the following:

(a) A minimum of one (1) tree per five thousand square feet (5,000 ft²) of required area; and

(b) a minimum of two (2) shrubs for each required tree within the internal landscape area.

…

(H) Minimum Buffer from Residential Zones.

(1) Required buffers to residential zones as set forth in Table 11-4-1 Minimum Landscaping and Buffer Requirements are expressed as the number of feet from a lot boundary, contiguous to residential land uses, and to land designated for residential uses in the City's Comprehensive Plan. The required landscape buffer shall include evergreen trees, at least five feet (5') tall and spaced at twenty foot (20') intervals. When required evergreen trees are to be placed within a utility easement, the evergreen tree may be replaced with an alternative deciduous tree, suject to prior approval of the City Forester.

(2) Buffer areas to residential zones and uses may be included to fulfill the minimum landscaped area requirements set forth in Table 11-4-1 Minimum Landscaping and Buffer Requirements.

(3) Special provisions for buffer areas in the R&D Zone contiguous to residential uses and zones shall include evergreens or deciduous shrubs spaced to form a solid screen within ten (10) years and a berm at least two and one-half feet (2.5') in height shall be provided. Natural buffers such as canals may be included within the required buffer and shall eliminate the need for fencing where the canal is elevated or at least twenty feet (20') in width; however, landscaping with evergreens at least ten feet (10') in width shall still be provided.

(4) Buffer areas in the P Zone contiguous to residential uses and zones shall adhere to the requirements of Section 11-4-4H (1) and must meet one of the following requirements:

(a) A fifty foot (50') landscaped buffer; or

(b) A ~~thirty-~~thirty-five foot (35') landscaped buffer including a 3:1 three foot (3') high berm; or

(c) A thirty foot (30') landscaped buffer with a six foot (6') masonry wall or opaque fence; or

(d) A ~~twenty-~~twenty-five foot (25") landscaped buffer with including a 3:1 six foot (6') high berm; or

(e) A ten foot (10') landscaped buffer with an eight foot (8') masonry wall or opaque fence.

(5) Opaque fence as set forth in the Table 11-4-1 Minimum Landscaping and Buffer Requirements shall not include chain link fencing with or without slats.

(6) Special provisions for Mobile Home Parks in the RMH Zone contiguous to residential single dwelling units shall include a six foot (6') opaque fence and evergreens spaced twenty feet (20') on center.

…

**11-4-8: STRUCTURES AND BUILDINGS.**

(A) Accessory Buildings. ~~The location and use of accessory buildings shall be governed by the following regulations:~~

~~(1)~~ Where an accessory building is attached to a main building, it shall be considered as part of the main building, and its use and location shall be governed by Zoning Code requirements applicable to main buildings.

~~(2) No accessory building or group of accessory buildings in any residential Zone shall cover more than thirty percent (30%) of the rear yard.~~

…

**SECTION 5**: Title 11, Chapter 5, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

**11-5-1: PT PLANNED TRANSITION ZONE.**

(A) Purpose. The purpose of the PT Planned Transition Zones is designed to maintain land use compatibility and enhance the functioning of arterial streets by requiring conformity to performance standards as set forth in this Section.

(B) Allowed Uses and Structures. ~~See Table 11-2-2: Allowed uses in Commercial Zones.~~

(1) Refer to the underlying zone for allowed residential uses.

(2) See Table 11-2-2 for uses allowed in addition to the uses allowed by the underlying zone.

(C) General Requirements.

(1) No use shall be made of any property within the PT Zone without prior application and approval as set forth in Chapter 6 Administration of this Code.

(2) All development in the PT Zone shall comply with the requirements of this Code and the City of Idaho Falls Subdivision Ordinance, except where the performance standards established in this Section impose more stringent requirements, then the performance standards shall control.

(D) Dimensional Standards.

(1) Minimum Size. ~~All development~~When developing a site for a use not permitted by the underlying zone, the sites shall have a minimum size of at least thirty thousand square feet (30,000 $ft^2$). A waiver from the minimum lot size may granted subject to the provisions for review set forth in Section 11-6-5H.

(2) Maximum Lot Coverage. Maximum lot coverage shall be fifty percent (50%) for multi-unit residential uses and seventy percent (70%) for commercial uses.

(3) Maximum Building Height. Maximum building height shall not be any higher than four feet (4') above the highest point of any building located on any property contiguous to the proposed use.

(4) Exceptions to the dimensional standards may be approved as set forth in Chapter 6 Administration of this Code.

…

**SECTION 6**: Title 11, Chapter 6, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

…

**11-6-2: DUTIES AND AUTHORITIES.**

…

(E) Summary of Actions/Decisions. Table 11-6-1 Summary of Actions/Decisions that follows is a list of the actions/decisions the City shall take in the administration of this Code, the decision body responsible and the process and findings under which the action shall be granted.

**Table 11-6-1: Summary of Actions/Decisions**

| Notes: BA = Board of Adjustment. A = Appeal Process. CC = City Council.<br>ADM = Administrative Process. PZ = Planning and Zoning Commission.<br>P = Permit Process. ZA = Zoning Administrator. PH = Public Hearing Process. | | | | |
|---|---|---|---|---|
| **Permit/Decision** | **Code Cross-reference** | **Recommending Authority** | **Final Decision-maker** | **Process** |
| **APPEALS** | | | | |
| Decisions of the Zoning Administrator | 11-6-3E | | BA | A |
| Decisions of the Board of Adjustment or Planning and Zoning Commission | 11-6-4 | | CC | A |
| **CONDITIONAL USE PERMITS** | | | | |
| All uses listed as conditional in the Tables of Uses | 11-2-3, 11-2-4, and 11-2-5 | | | |
| $C_1$ Conditional Use (Administrative) | | | ADM | ADM |
| $C_2$ Conditional Use (Board of Adjustment) | | | BA | PH |
| $C_3$ Conditional Use (City Council) | | PZ | CC | PH |
| To Allow Structures Buildings Within Seventy-five feet (75') of the Banks of a Designated Natural Flood Channel | 11-4-3 | | BA | PH |
| Minor amendment to a PUD | 11-6-3I (9) | | ZA | ADM |
| Major amendment to a PUD | 11-6-3I (9) | PZ | CC | PH |
| **PARKING AND LOADING** | | | | |
| To allow off-street parking on a separate lot | 11-4-5A (3) | | ZA | ADM |
| To determine the number of off-street parking spaces required for uses not listed in Table 11-4-2 | 11-4-5B (2) | | ZA | ADM |
| To waive additional off-street parking for similar uses in the CC and TN Zones | 11-4-5B (3) | | ZA | ADM |
| To reduce or waive off-street parking requirements | 11-4-5B (4) | | ZA | ADM |
| To allow a transit access credit to reduce the number of required parking spaces | 11-4-5C (3) | | ZA | ADM |

| | | | | |
|---|---|---|---|---|
| To allow a reduction in off-street parking in a shared parking situation | 11-4-5D (2) | | ZA | ADM |
| To approve a parking site plan | 11-4-5F | | ZA | ADM |
| To combine off street loading for two (2) or more buildings | 11-4-5H (1) | | ZA | ADM |
| To allow combined loading facilities | 11-4-5H (1) | | ZA | ADM |
| **PERMITS** | | | | |
| Temporary construction use | 11-2-6BB | | BA | P |
| Temporary land use | 11-2-6CC | | ZA | ADM |
| Boat docks and boat landing facilities along the Snake River | 11-4-8B | | CC | ADM |
| Reconstruction of a monopole | 11-5-2E (1) | | ZA | ADM |
| Moving Structures | 11-6-5D | | ZA | P |
| **PLANS** | | | | |
| Landscape Plan | 11-4-4D (3) | | ZA | P |
| Site plans | 11-4-5F | | ZA | P |
| **WAIVER or EXCEPTIONS** | | | | |
| Variance | 11-6-5G | | BA | PH |
| Minimum lot size in PT Zone | 11-6-5I | ~~PZ~~ | ~~CC~~BA | P |
| **ZONING** | | | | |
| Certificate | | | ZA | ADM |
| Code amendment | 11-6-5I | PZ | CC | PH |
| Code enforcement | 11-6-7 | | ZA | ADM |
| Map amendment | 11-6-5I | PZ | CC | PH |
| Map interpretation | 11-3-1C | BA | CC | P |
| Table of Allowed Uses | 11-2-2A | | ZA | ADM |
| Amendments to Tower Overlay Zones (T-1 and T-2) | 11-6-5J | PZ | CC | PH |

**11-6-3: APPLICATION PROCEDURES.**

The purpose of this Section is to outline the application procedures for a permit or decision under provisions of this Code.

…

(F) Resubmittal.

(1) No application that has been denied by the City shall be resubmitted, in substantially the same form for the same use, within ~~one (1) year~~six (6) months from the date of

denial.

(2) The Zoning Administrator may waive the ~~one (1) year~~six (6) month requirement and accept a new application, where the subject property is affected by amendments to the Comprehensive Plan or to this Code.

…

**SECTION 7**: Title 11, Chapter 7, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

**11-7-1: DEFINITIONS.**

…

| Land Use Classification | Definition |
|---|---|
| **Agriculture** | The use of land for farming, ~~dairying,~~ pasturage, aquaculture, horticulture, floriculture, viticulture, and animal husbandry, including riding stables and equestrian schools and the associated accessory structures for packing, treating and storing produce to standard industry practices. "Agriculture" does not include commercial stock yards or feed yards, where a concentration of livestock is fed for the purpose of fattening for market. |

…

| | |
|---|---|
| **Dwelling Unit** | A structure(s) designed for or occupied exclusively by one (1) "household," for living or sleeping purposes and having one (1) kitchen or set of cooking facilities, or group residence in which eight (8) or fewer unrelated persons with disabilities, elderly persons, or minors when in a facility licensed by the State of Idaho and who are supervised at the group residence in connection with their disability or age related infirmity under the following conditions:<br>1. Resident staff, if employed, need not be related to each other or to any of the persons with disabilities, elderly persons, or minors residing in the group residence<br>2. No more than two (2) of such staff shall reside in the dwelling at any one time.<br>The term dwelling does not include boarding /rooming house, lodging, residential care facility or recreational vehicle. |

| | |
|---|---|
| **Dwelling, Accessory Unit** | A dwelling unit that is incidental and subordinate to the principal use of the premises and that does not alter the essential characteristic of the use. In commercial and industrial zones, these units may be allowed for use as a custodial or caretaker dwelling unit. |
| **Dwelling, Multi Unit Attached** | A structure containing more than two (2) dwelling units attached by a common wall or walls, where each dwelling unit it located on a separate lot and each unit has open space on at least two (2) sides. |
| **Dwelling, Single Unit Attached** | A structure containing ~~two (2)~~three (3) dwelling units attached by a common wall or walls, where each dwelling unit is located on a separate lot. |
| **Dwelling, Single Unit Detached** | A structure consisting of only a single dwelling unit separated from all other dwelling units by open space. |
| **Dwelling, Two-Unit** | A structure consisting of two (2) dwelling units which may either be attached side by side or one (1) above the other. |
| **Dwelling, Multi-Unit** | A structure, or portion thereof, that contains ~~three (3)~~four (4) or more dwelling units, where all such units are located on the same property. |

…

~~**11-7-2: RP and RP-A Subdivisions Prior To This Ordinance.**~~

~~(A) RP Zones:~~

~~Brodbecks Addition~~
~~Home Ranch Addition~~
~~Hughes Imperial Estates~~
~~Keefers Addition~~
~~Rose Park Addition~~

~~(B) RP-A Zones:~~

~~Alice Dickson Estates~~
~~Alice Dickson Estates 1st~~
~~Baywood Park Estates~~
~~Blue Ridge Estates~~
~~Cach Estates~~
~~Call Addition~~
~~Call Addition 1st Amend~~
~~Canterbury Park~~
~~Channing Way Addition~~
~~Fairway Estates~~

~~Hatch Addition~~
~~Highland Park 1st Amended~~
~~Highland Park Addition~~
~~Home Ranch Addition~~
~~Keefers Addition~~
~~Montcliffe 1st Amended~~
~~Montcliffe Estates~~
~~Park St Clair~~
~~Park St Clair 1st Amended~~
~~Parkwood Meadows~~
~~Rose Nielsen 1st Amended~~
~~Rose Nielsen 2nd Amended~~
~~Rose Nielsen Addition~~
~~Rose Park Addition~~
~~Stonebrook~~
~~Sunny Heights Addition~~
~~The Dunes At Sand Creek~~
~~The Merrill Addition~~

**SECTION 8.** 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 9.** Codification Clause. The Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

**SECTION 10.** Publication and Effective Date. 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.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2022.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

JASMINE MARROQUIN, DEPUTY CITY CLERK

REBECCA L. NOAH CASPER, Ph.D., MAYOR

(SEAL)

STATE OF IDAHO )
) ss:
County of Bonneville )

I, JASMINE MARROQUIN, 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; AMENDING TITLE 11, WITH LANGUAGE CONSISTENT WITH THE COMPREHENSIVE PLAN AND CITY CODE PROVISIONS; STANDARDIZING SETBACKS, BUFFERS AND DENSITY CALCULATIONS; MINOR CHANGES RELATED TO DWELLINGS, HOME DAY CARES, INTERNAL LANDSCAPING REQUIREMENTS FOR COMMERICAL PROPERTIES; RENAMING THE PARKS AND OPEN SPACE ZONE TO THE PUBLIC ZONE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____

JASMINE MARROQUIN,
DEPUTY CITY CLERK

(SEAL)

# Memorandum

**File #:** 21-737 **City Council Meeting**

**FROM:** Brad Cramer, Director
**DATE:** Tuesday, November 29, 2022
**DEPARTMENT:** Community Development Services

**Subject**
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Loock Subdivision Division 1.

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for Loock Subdivision Division 1 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept the Final Plat for Loock Subdivision Division 1 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Loock Subdivision Division 1 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Loock Subdivision Division 1. The Planning and Zoning Commission considered this item at its June 7, 2022, meeting and unanimously voted to recommend approval of the final plat as presented. Staff concurs with this recommendation.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan and Zoning Ordinance, which include many policies and goals related to Good Governance, Growth, Sustainability, Transportation, and Livable Communities.

**Interdepartmental Coordination**
The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, Survey, and Parks and Rec.

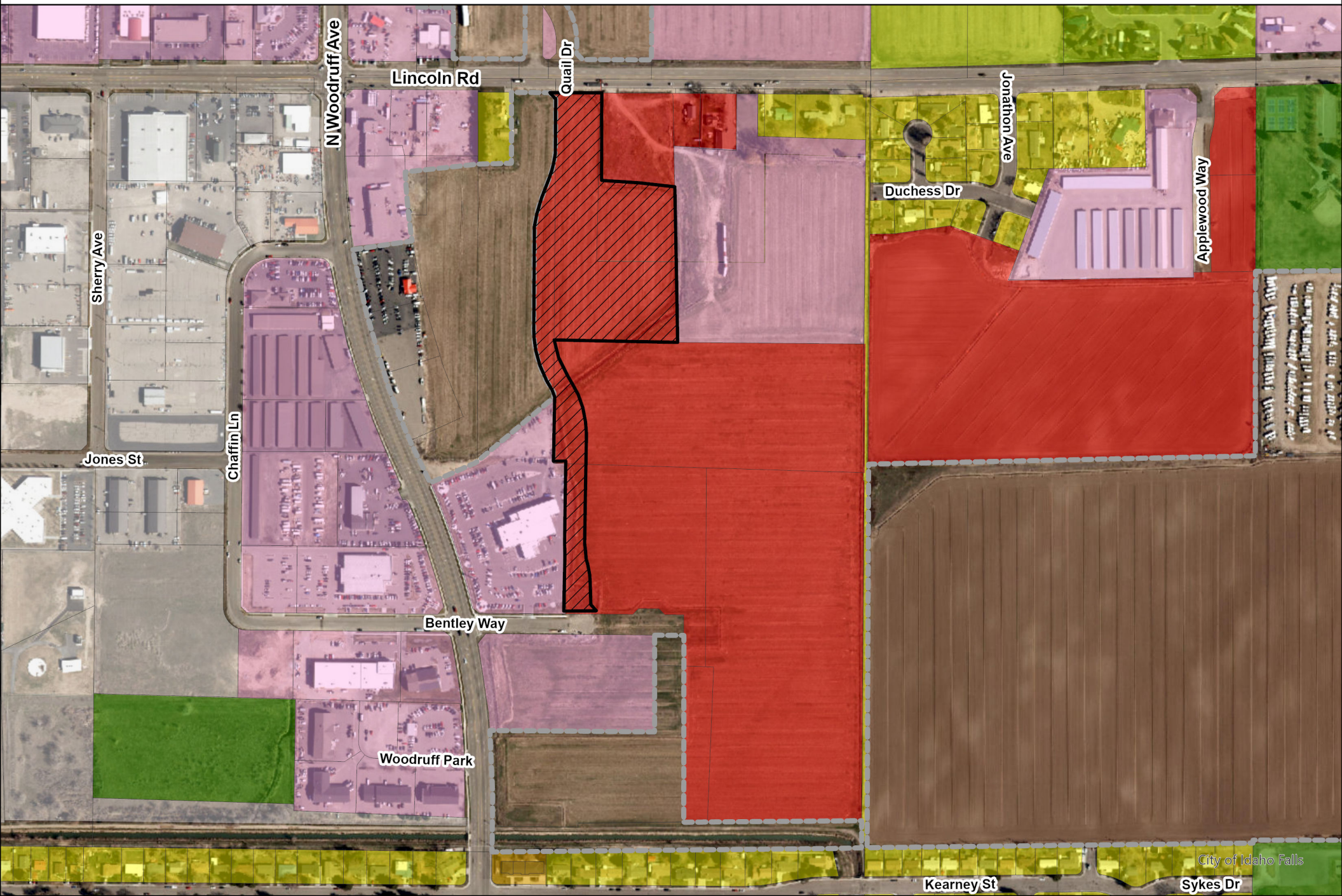
**Fiscal Impact**
NA

**Legal Review**
This application has been reviewed by the City Attorney's Office pursuant to applicable law.

# Zoning

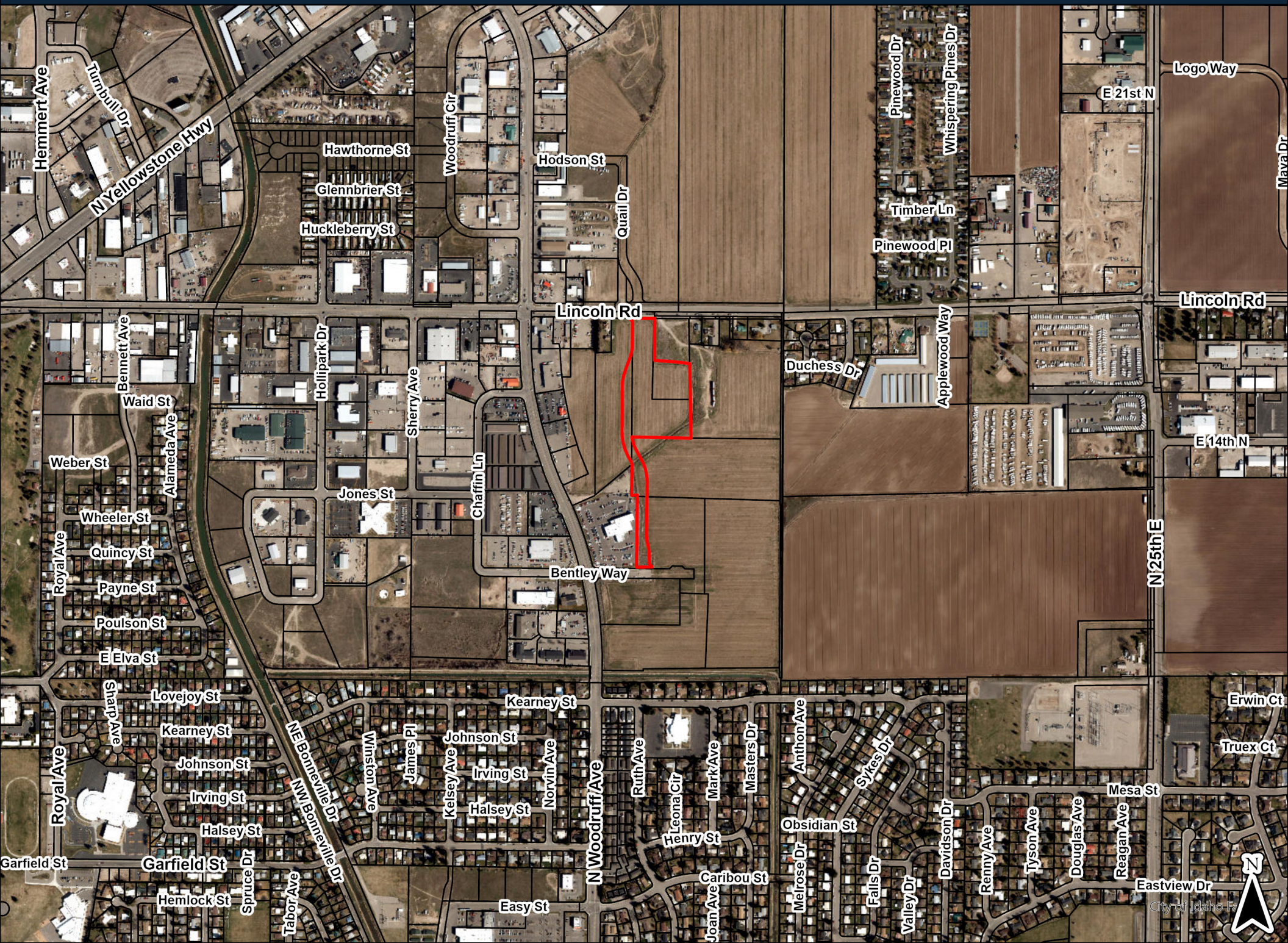
PLAT22-015

RE R1 TN R3 PB LC R&D I&M
RP R2 RMH R3A CC HC LM P



# Aerial

PLAT22-015



# LOOCK SUBDIVISION DIVISION NO. 1

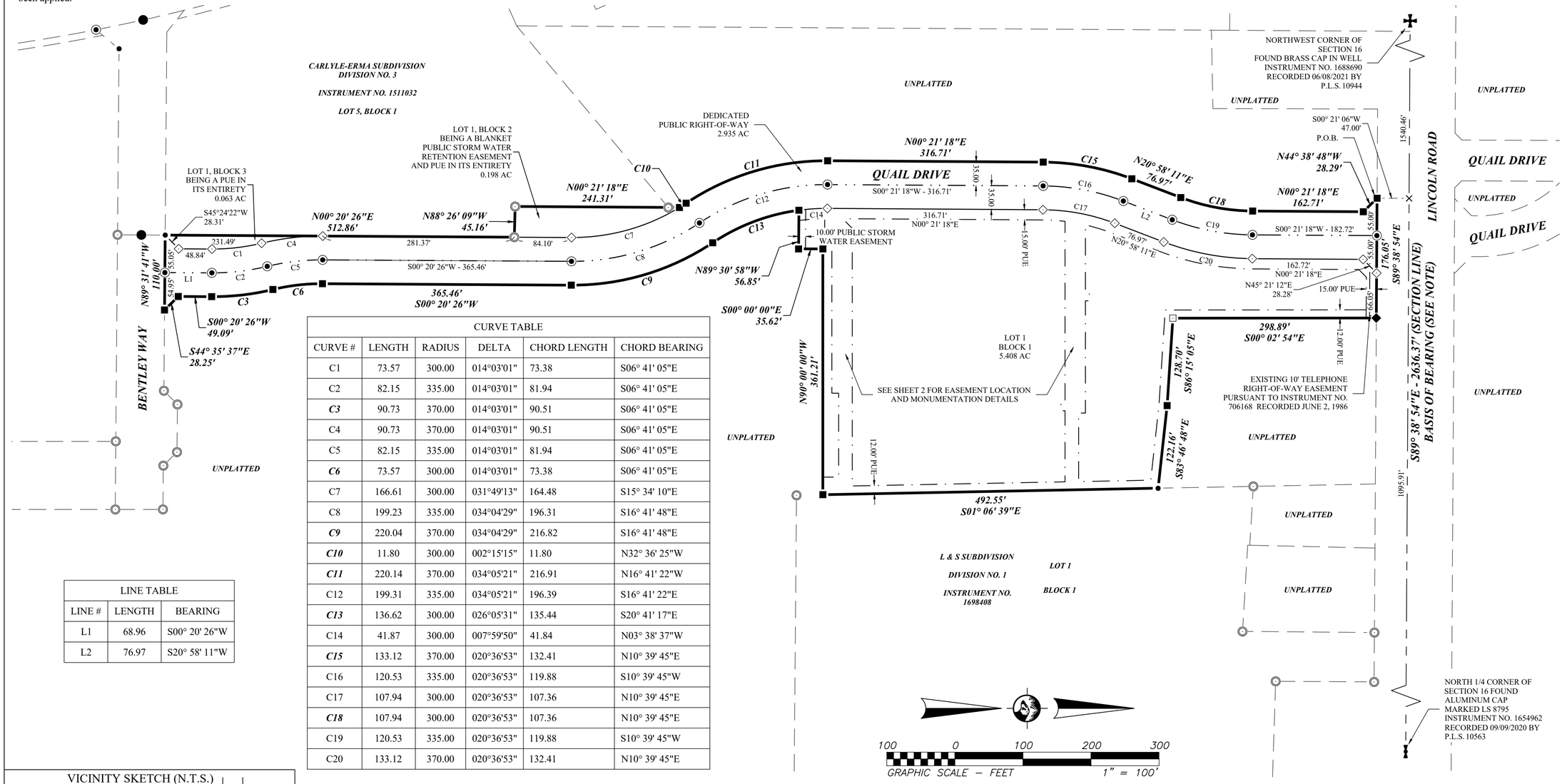
A SUBDIVISION OF THE CITY OF IDAHO FALLS
LOCATED IN THE NORTHWEST 1/4 OF SECTION 16,
TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M., BONNEVILLE COUNTY, IDAHO

| 1/4 | SEC | T | R |
|---|---|---|---|
| | 16 | 2N | 38E |



BASIS OF BEARING NOTE

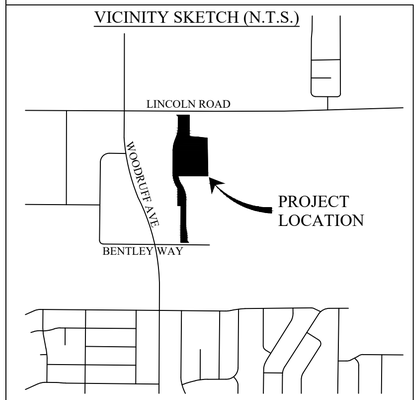
The bearing along the north boundary line of Section 16 is the basis for all other bearings listed on this survey. This bearing relates directly to the "City of Idaho Falls Coordinate System of 2004", which is derived from the Idaho State Plane Coordinate System (East Zone 1101), US Survey Feet, and using a combined scale factor of 1.000277265 for a grid-to-ground conversion (reference frame NAD_83(2011), epoch 2010.0000). The system orientation is based on grid north along the East Zone central meridian. No convergence angle has been applied.




| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD LENGTH | CHORD BEARING |
| C1 | 73.57 | 300.00 | 014°03'01" | 73.38 | S06° 41' 05"E |
| C2 | 82.15 | 335.00 | 014°03'01" | 81.94 | S06° 41' 05"E |
| ***C3*** | 90.73 | 370.00 | 014°03'01" | 90.51 | S06° 41' 05"E |
| C4 | 90.73 | 370.00 | 014°03'01" | 90.51 | S06° 41' 05"E |
| C5 | 82.15 | 335.00 | 014°03'01" | 81.94 | S06° 41' 05"E |
| ***C6*** | 73.57 | 300.00 | 014°03'01" | 73.38 | S06° 41' 05"E |
| C7 | 166.61 | 300.00 | 031°49'13" | 164.48 | S15° 34' 10"E |
| C8 | 199.23 | 335.00 | 034°04'29" | 196.31 | S16° 41' 48"E |
| ***C9*** | 220.04 | 370.00 | 034°04'29" | 216.82 | S16° 41' 48"E |
| ***C10*** | 11.80 | 300.00 | 002°15'15" | 11.80 | N32° 36' 25"W |
| ***C11*** | 220.14 | 370.00 | 034°05'21" | 216.91 | N16° 41' 22"W |
| C12 | 199.31 | 335.00 | 034°05'21" | 196.39 | S16° 41' 22"E |
| ***C13*** | 136.62 | 300.00 | 026°05'31" | 135.44 | S20° 41' 17"E |
| C14 | 41.87 | 300.00 | 007°59'50" | 41.84 | N03° 38' 37"W |
| ***C15*** | 133.12 | 370.00 | 020°36'53" | 132.41 | N10° 39' 45"E |
| C16 | 120.53 | 335.00 | 020°36'53" | 119.88 | S10° 39' 45"W |
| C17 | 107.94 | 300.00 | 020°36'53" | 107.36 | N10° 39' 45"E |
| ***C18*** | 107.94 | 300.00 | 020°36'53" | 107.36 | N10° 39' 45"E |
| C19 | 120.53 | 335.00 | 020°36'53" | 119.88 | S10° 39' 45"W |
| C20 | 133.12 | 370.00 | 020°36'53" | 132.41 | N10° 39' 45"E |

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | BEARING |
| L1 | 68.96 | S00° 20' 26"W |
| L2 | 76.97 | S20° 58' 11"W |

VICINITY SKETCH (N.T.S.)




PLSS SECTION CONTROL (AS NOTED)
SET 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222"
SET 5/8" IRON ROD WITH ALUMINUM CAP MARKED "PLS 14222"
SET 1/2" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222"
FOUND 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 10944"
FOUND 5/8" IRON ROD WITH ALUMINUM CAP MARKED "PLS 10944"
FOUND 1/2" IRON ROD WITH PLASTIC CAP MARKED "PLS 10944" REPLACED WITH 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222"
FOUND 1/2" IRON ROD WITH PLASTIC CAP MARKED "PLS 8795" REPLACED WITH 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222"
FOUND 1/2" IRON ROD WITH ILLEGIBLE PLASTIC CAP REPLACED WITH 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222"

SUBDIVISION BOUNDARY
LOT BOUNDARY LINE
ADJOINING BOUNDARIES
ROAD CENTERLINE
SECTION LINE
EASEMENTS GRANTED PURSUANT TO THIS PLAT (AS NOTED)
SURVEY TIES
PUE — PUBLIC UTILITY EASEMENT
P.O.B. — POINT OF BEGINNING

PRELIMINARY

PROFESSIONAL LAND SURVEYOR LICENSE PLS 14222 STATE OF IDAHO JUSTIN M. STEFFLER

Justin M. Steffler, P.L.S. 14222 — Date

CONNECT ENGINEERING
The Civil Connection
2295 N Yellowstone Hwy Unit #6
Idaho Falls, ID 83401- 208.681.8590
The Civil Connection

| | |
|---|---|
| TITLE | LOOCK SUBDIVISION DIVISION NO. 1 |
| DATE: | 08/23/22 DRAWN/CHK BY: PS/JS |
| PROJECT: | 21284/T2NR38E/S16 |

BADGER AERIAL MAPPING & SURVEYING

402 VAN DREFF ST.
SALMON, ID 83467
208-756-3070

4141 S 58 W
IDAHO FALLS, ID 83402
208-715-4380

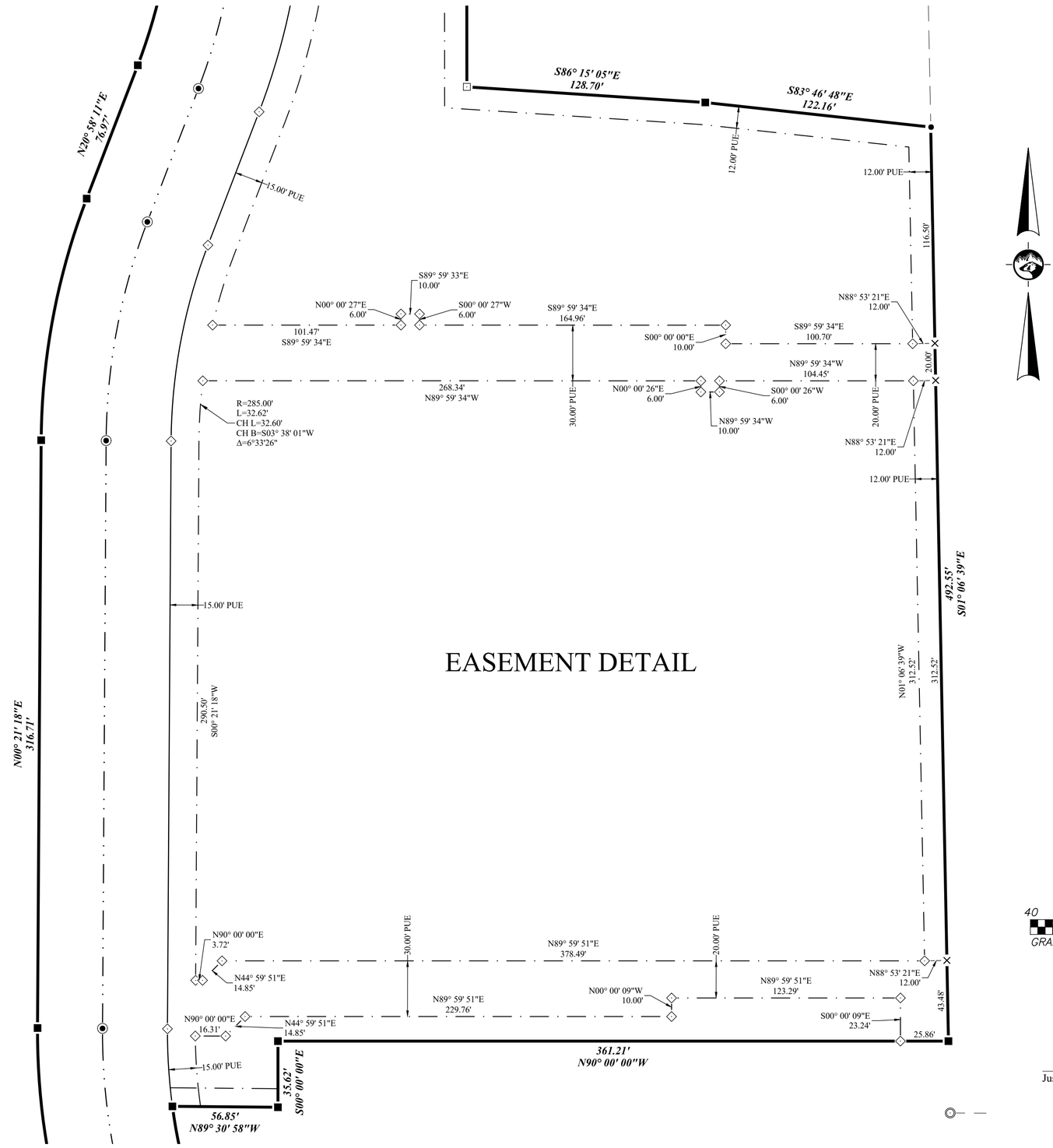
# LOOCK SUBDIVISION DIVISION NO. 1

A SUBDIVISION OF THE CITY OF IDAHO FALLS
LOCATED IN THE NORTHWEST 1/4 OF SECTION 16,
TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M., BONNEVILLE COUNTY, IDAHO

| 1/4 | SEC | T | R |
|---|---|---|---|
| | 16 | 2N | 38E |



## EASEMENT DETAIL




- PLSS SECTION CONTROL (AS NOTED)
- SET 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222"
- SET 5/8" IRON ROD WITH ALUMINUM CAP MARKED "PLS 14222"
- SET 1/2" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222"
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- FOUND 1/2" IRON ROD WITH PLASTIC CAP MARKED "PLS 8795" REPLACED WITH 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222"
- FOUND 1/2" IRON ROD WITH ILLEGIBLE PLASTIC CAP REPLACED WITH 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222"
- CALCULATED POSITION (NOTHING SET)
- SUBDIVISION BOUNDARY
- LOT BOUNDARY LINE
- ADJOINING BOUNDARIES
- ROAD CENTERLINE
- SECTION LINE
- EASEMENTS GRANTED PURSUANT TO THIS PLAT (AS NOTED)
- SURVEY TIES
- PUE — PUBLIC UTILITY EASEMENT

40 0 40 80 120
GRAPHIC SCALE – FEET
1" = 40'

Justin M. Steffler, P.L.S. 14222 Date

PRELIMINARY

PROFESSIONAL LAND SURVEYOR LICENSED 14222 STATE OF IDAHO JUSTIN M. STEFFLER

CONNECT ENGINEERING
The Civil Connection
2295 N Yellowstone Hwy Unit #6
Idaho Falls, ID 83401- 208.681.8590
The Civil Connection

| | |
|---|---|
| TITLE | LOOCK SUBDIVISION DIVISION NO. 1 |
| DATE: | 08/23/22 DRAWN/CHK BY: PS/JS |
| PROJECT: | 21284/T2NR38E/S16 |

BADGER AERIAL MAPPING & SURVEYING
402 VAN DREFF ST. SALMON, ID 83467 208-756-3070
4141 S 58 W IDAHO FALLS, ID 83402 208-715-4380

# LOOCK SUBDIVISION DIVISION NO. 1

## A SUBDIVISION OF THE CITY OF IDAHO FALLS
## LOCATED IN THE NORTHWEST 1/4 OF SECTION 16,
## TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M., BONNEVILLE COUNTY, IDAHO

### OWNERS' DEDICATION

Know all men by these presents: that the undersigned IF INVESTMENTS, LLC, a Nevada Limited Liability Company, and OLSON LIVING TRUST dated February 11, 2008, are the lawful OWNERS of the tract of land included within the boundary description shown hereon and has caused the same to be platted and divided into blocks, lots, and streets, which plat shall hereafter be known as LOOCK SUBDIVISION DIVISION NO. 1, a subdivision of the City of Idaho Falls, Bonneville County, Idaho.

Be it further known, that OWNERS do hereby dedicate grant and convey to the public, all streets and right-of-ways shown hereon, that OWNERS also do hereby grant and convey to the City of Idaho Falls all public easements forever as irrevocable permanent non-exclusive public easements as shown and described hereon.

OWNERS, or their heirs, successors or assigns, agree they will construct no permanent structure within or upon any public easement shown hereon, and the City of Idaho Falls and its successors, assigns, permittees or licensees shall also have the right to remove, cut or trim any trees, brush, ornamental shrubbery or plant which may injure or interfere with the use thereof for its intended purposes, and City of Idaho Falls shall have the right, to remove any obstructions on said cross-access easement which may injure or interfere with the City of Idaho Fall's use thereof, such right of removal may be exercised without prior notice to OWNERS or OWNERS' heirs, successors, or assigns.

OWNERS or their heirs, successors or assigns further agree that they shall not plant any trees, brush, ornamental shrubbery or plants which may hinder the safe and efficient utilization of said easements.

OWNERS or their heirs, successors or assigns, further agree that they shall construct no structures or maintain any obstructions on said cross-access easements, including but not limited to gates, barriers, or vehicles of any type.

OWNERS or their heirs, successors or assigns, further agree to maintain the said cross-access easements and to remove snow pursuant to the requirements of the International Fire Code §503 as it is amended from time to time, and as adopted by the City of Idaho Falls, Idaho.

OWNERS or their heirs, successors or assigns hereby releases the City of Idaho Falls and its successors, assigns, permittees or licensees from any claim for damages, based upon concealed or undisclosed private improvements constructed or permitted to be constructed by OWNERS or their successors or assigns within any public easements, subsequent to recording this subdivision, that may be incurred as a result of the City of Idaho Falls and its successors, assigns, permittees or licensees ordinary use of the public easements with due care.

OWNERS or their heirs, successors or assigns do hereby warrant and shall defend such dedication and conveyances in the quiet and peaceful possession of the public or the City of Idaho Falls, or each lot owner as the case may be, against said OWNERS and their heirs and assigns, and against every person whomsoever who lawfully holds or who later claims to have lawfully held any rights in said estate as of the date hereof.

IN WITNESS WHEREOF, OWNERS have hereunto subscribed their seals and signatures.

IF INVESTMENTS, LLC

_____ _____
Chris Loock, Managing Member

Date: _____

OLSON LIVING TRUST dated February 11, 2008

_____
Marv Olson, Trustee

Date: _____

### DRINKING WATER SYSTEM CERTIFICATE

Pursuant to I.C. §50-1334, the OWNERS do hereby certify that all lots shown on this plat are eligible to receive water from the City of Idaho Falls municipal water system, and said City has agreed in writing to provide culinary water service to said lots pursuant to the provisions of Title 8, Chapter 4 of the Idaho Falls City Code, as amended from time to time.

IN WITNESS WHEREOF, OWNERS have hereunto set their signatures.

IF INVESTMENTS, LLC

_____ _____
Chris Loock, Managing Member

Date: _____

OLSON LIVING TRUST dated February 11, 2008

_____
Marv Olson, Trustee

Date: _____

### ACKNOWLEDGMENT

STATE OF _____)
:SS
COUNTY OF _____)

On this _____day of _____, 2022, before me the undersigned, a notary public in and for said state, personally appeared CHRIS LOOCK, known or identified to me, to be a manager of the limited liability company of IF INVESTMENTS, LLC, and the person who subscribed said limited liability company's name to the foregoing OWNERS' Dedication and Drinking Water System Certificate and acknowledged to me that he executed the same in said limited liability company's name as a person authorized to bind such limited liability company.

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

_____

Notary Public for the State of _____

Residing at: _____

Commission Expiration Date: _____

### OVERALL BOUNDARY DESCRIPTION

A parcel of land located in the Northwest 1/4 of Section 16, Township 2 North, Range 38 East, being more particularly described as follows:

Commencing from the northwest corner of said Section 16, thence S 89° 38' 54" E along the north boundary of said Section 16 for a distance of 1540.46 feet; Thence S 00° 21' 06" W for a distance of 47.00 feet to the TRUE POINT OF BEGINNING.

Thence, S 89° 38' 54" E for a distance of 176.05 feet; Thence, S 00° 02' 54" E for a distance of 298.89 feet; Thence, S 86° 15' 05" E for a distance of 128.70 feet; Thence, S 83° 46' 48" E for a distance of 122.16 feet to a point on the west boundary of the L & S Subdivision; Thence, S 01° 06' 39" E along said boundary for a distance of 492.55 feet; Thence, N 90° 00' 00" W for a distance of 361.21 feet; Thence, S 00° 00' 00" W for a distance of 35.62 feet; Thence, N 89° 30' 58" W for a distance of 56.85 feet to the beginning of a non-tangential curve; Thence along said curve turning to the left through an angle of 26° 05' 31", having a radius of 300.00 feet, an arc length of 136.62 feet, and whose long chord bears S 20° 41' 17" E for a distance of 135.44 feet to the point of reverse curve; Thence along said curve turning to the right through an angle of 34° 04' 29", having a radius of 370.00 feet, an arc length of 220.04 feet, and whose long chord bears S 16° 41' 48" E for a distance of 216.82 feet; Thence, S 00° 20' 26" W for a distance of 365.46 feet to the beginning of a curve; Thence along said curve turning to the left through an angle of 14° 03' 01", having a radius of 300.00 feet, an arc length of 73.57 feet, and whose long chord bears S 06° 41' 05" E for a distance of 73.38 feet to the point of reverse curve; Thence along said curve turning to the right through an angle of 14° 03' 01", having a radius of 370.00 feet, an arc length of 90.73 feet, and whose long chord bears S 06° 41' 05" E for a distance of 90.51 feet; Thence, S 00° 20' 26" W for a distance of 49.09 feet; Thence, S 44° 35' 37" E for a distance of 28.25 feet; Thence, N 89° 31' 41" W for a distance of 110.00 feet; Thence, N 00° 20' 26" E for a distance of 512.86 feet; Thence, N 88° 26' 09" W for a distance of 45.16 feet; Thence, N 00° 21' 18" E for a distance of 241.31 feet to the beginning of a non-tangential curve; Thence along said curve turning to the left through 02° 15' 15", having a radius of 300.00 feet, an arc length of 11.80 feet, and whose long chord bears N 32° 36' 25" W for a distance of 11.80 feet to the point of reverse curve; Thence along said curve turning to the right through an angle of 34° 05' 21", having a radius of 370.00 feet, an arc length of 220.14 feet, and whose long chord bears N 16° 41' 22" W for a distance of 216.91 feet; Thence, N 00° 21' 18" E for a distance of 316.71 feet to the beginning of a curve; Thence along said curve turning to the right through an angle of 20° 36' 53", having a radius of 370.00 feet, an arc length of 133.12 feet, and whose long chord bears N 10° 39' 45" E for a distance of 132.41 feet; Thence, N 20° 58' 11" E for a distance of 76.97 feet to the beginning of a curve; Thence along said curve turning to the left through an angle of 20° 36' 53", having a radius of 300.00 feet, an arc length of 107.94 feet, and whose long chord bears N 10° 39' 45" E for a distance of 107.36 feet; Thence, N 00° 21' 18" E for a distance of 162.71 feet; Thence, N 44° 38' 48" W for a distance of 28.29 feet to the TRUE POINT OF BEGINNING.

Described boundary contains 8.603 acres, more or less.

### IRRIGATION WATER RIGHTS STATEMENT

Notice is hereby given that all lots or property included within this plat are within the _____ Irrigation District and that a suitable surface water delivery system has not been provided for such lots of property. All lots will remain subject to assessments levied by such irrigation District and each individual purchaser/owner will be responsible to pay such assessments. All assessments are a lien upon the lots of property unless the purchaser/owner files a petition requesting exclusion from the district. The purchaser/owner may file such petition at any future date. The owner/developer is obligated to comply with the provisions of I. C. §31-3805.

All those portions of property designated as public right-of-way dedication included within this plat has petitioned for and been removed from all future irrigation water rights.

Date: _____ Instrument No. _____

### TREASURERS CERTIFICATE

I, the undersigned County Treasurer in and for the County of Bonneville, State of Idaho, pursuant to the requirements of I.C. §50-1308, do hereby certify that all County property taxes due for the property included in the Boundary Description shown hereon are current.

_____ DATE_____
BONNEVILLE COUNTY TREASURER

### RECORDER'S CERTIFICATE

I hereby certify that the foregoing plat, LOOCK SUBDIVISION DIVISION NO. 1, was filed in the Office of the Recorder of Bonneville County, Idaho

_____ DATE_____
BONNEVILLE COUNTY RECORDER

### ACKNOWLEDGMENT

STATE OF _____)
:SS
COUNTY OF _____)

On this _____day of _____, 2022, before me the undersigned, a notary public in and for said State, personally appeared MARV OLSON, known or identified to me, to be a trustee of the OLSON LIVING TRUST dated February 11, 2008, and the person who subscribed said trust's name to the foregoing OWNERS' Dedication and Drinking Water System Certificate and acknowledged to me that he executed the same in said trust's name as a person authorized to bind such trust.

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

_____

Notary Public for the State of _____

Residing at: _____

Commission Expiration Date: _____

### CITY'S ACCEPTANCE

The accompanying plat was duly accepted and approved by the City Council of Idaho Falls adopted this _____ day of _____, 2022.

_____ _____
MAYOR CITY CLERK

_____ _____
CITY ENGINEER
KENT J. FUGAL, PE 9247

CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS 9755

### HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

Sanitary restrictions as required by I.C. §50-1326 have been satisfied based on the Department of Environmental Quality (DEQ) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with I.C. §50-1326, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

_____ _____
ENVIRONMENTAL HEALTH SPECIALIST, REHS Date:

### SURVEY NARRATIVE

1. The purpose of this survey is to plat the subject parcels for development.
2. The monuments found in conjunction with this survey fit within a reasonable degree of accuracy and were held and accepted.
3. Documents used in the preparation of this plat were: Kenneth Sands Record Of Survey Instrument No. 1690513; L & S Subdivision Plat Instrument No. 1698408; Olson Living Trust Quitclaim Deed Instrument No. 1470561; Carlyle-Erma Subdivision Division No. 3 Instrument No. 1511032; Olson Living Trust Quitclaim Deed Instrument No. 1470560; Carlyle-Erma Subdivision Division No. 4 Instrument No. 1603665; Olson Living Trust Quitclaim Deed Instrument No. 1470559; SWT Properties LLC Warranty Deed Instrument No. 1600881

### COUNTY SURVEYOR'S VERIFICATION

I certify that I am a licensed professional land surveyor in the State of Idaho and that I have examined this plat and find that it complies with I.C. §50-1305.

Date:_____ _____
BONNEVILLE COUNTY SURVEYOR

### SURVEYOR'S CERTIFICATE

I, Justin M. Steffler, a licensed professional land surveyor in the State of Idaho, do hereby certify that the survey of this subdivision, designated as LOOCK SUBDIVISION 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.

PROFESSIONAL LAND SURVEYOR LICENSED 14222 STATE OF IDAHO JUSTIN M. STEFFLER

PRELIMINARY

_____, P.L.S. 14222

CONNECT ENGINEERING
*The Civil Connection*
*2295 N Yellowstone Hwy Unit #6*
*Idaho Falls, ID 83401- 208.681.8590*

*The Civil Connection*

| | |
|---|---|
| TITLE | LOOCK SUBDIVISION DIVISION NO. 1 |
| DATE: | 08/23/22 DRAWN/CHK BY: PS/JS |
| PROJECT: | 21284/T2NR38E/S16 |

BADGER AERIAL MAPPING & SURVEYING

402 VAN DREFF ST.
SALMON, ID 83467
208-756-3070

4141 S 58 W
IDAHO FALLS, ID 83402
208-715-4380

SHEET 3 OF 3

| 1/4 | SEC | T | R |
|---|---|---|---|
| | 16 | 2N | 38E |

STAFF REPORT
**FINAL PLAT**
**Loock Division 1**
**December 8, 2022**

IDAHO FALLS
Community Development Services

**Applicant:** Connect Engineering

**Project Manager:** Caitlin Long

**Location:** north of Kearney St, east of N Woodruff Ave, south of Lincoln Rd, west of N 25th E

**Size:** 8.603 acres

**Lots:** 3
**Buildable**: 1

**Existing Zoning:**
Site: LC
North: County RA-1/LC HC
South: HC
East: County R-1
West: HC

**Existing Land Uses:**
Site: Vacant
North: Agriculture
South: Vacant
East: Vacant
West: Commercial

**Future Land Use Map:**
Mixed Use Center and Corridors

**Attachments:**
1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Final Plat

**Requested Action:** To **approve** the final plat for Loock Division 1.

**History:** This property was annexed in December 2019 with an initial zoning of LC, Limited Commercial. A preliminary plat was approved in May 2022.

**Staff Comments:** This final plat consists of 8.603 acres. There are three lots, with one buildable. The two additional non-buildable lots will both have public easements on them, one being a public storm water retention easement. The plat also includes the dedication and construction of Quail Drive. Quail Dr. will connect Lincoln Road to Bentley Way. There is one large buildable lot intended for multifamily development, which is permitted in the LC Zone.

**Staff Recommendation:** Staff has reviewed the final plat and finds that it is consistent with the preliminary plat and complies with the Subdivision and Comprehensive Zoning Ordinance. Staff recommends approval of the plat.

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

| 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:<br>1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access. | 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. | N/A |
| 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. | Collector:<br>Quail Dr |

**Subdivision Ordinance:**
**Section 10-1-9A**
(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.

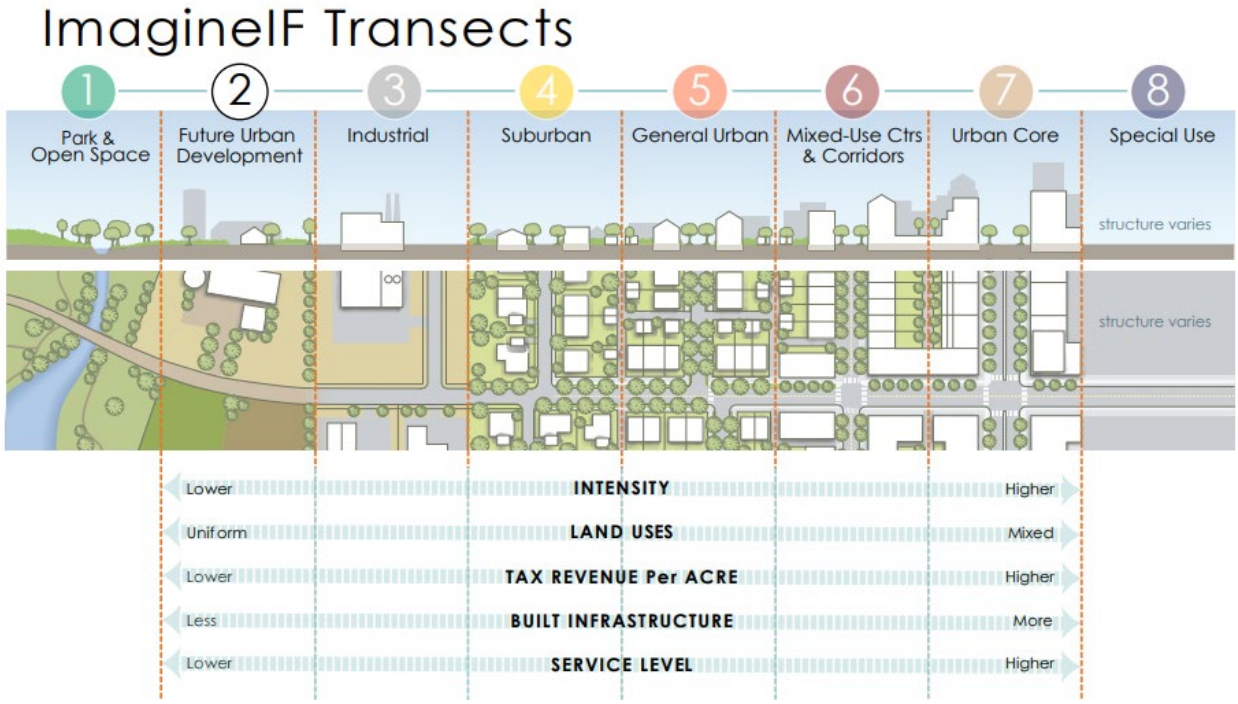
**Zoning Ordinance:**
11-3-5: PURPOSE OF COMMERCIAL ZONES
(C) LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.

**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. | | | | |

(Ord. 3233, 12-20-18) (Ord. 3277, 10-10-19)

**Comprehensive Plan:**







6. **Mixed-Use Centers & Corridors**

Snapshot: The Mixed-Use Centers and Corridors Transect denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas also include mixed-use buildings, recreation centers and commercial uses. Mixed-Use Centers and corridors may vary in scale from large, regional commercial centers with supportive housing to smaller commercial pockets called walkable centers that support a well-connected, walkable neighborhood.

Local examples: Northgate Mile and 1st Street corridors, Intersection of 65th South and 5th West, Intersection of Skyline and Broadway, Snake River Landing

June 7, 2022 7:00 p.m. Planning Department

City Annex Building

**MEMBERS PRESENT:** Commissioners Joanne Denney, George Morrison, Glen Ogden, Brent Dixon (late 7:15 p.m.) Kristi Brower (via Webex), Arnold Cantu (via Webex) Lindsey Romankiw (via Webex)

**MEMBERS ABSENT:** Margaret Wimborne

**ALSO PRESENT:** Assistant Planning Director Kerry Beutler; planner Caitlin Long, Naysha Foster, Assistant City Attorney Michael Kirkham, Esq. and interested citizens.

**CALL TO ORDER:** Joanne Denney called the meeting to order at 7:00 p.m.

**CHANGES TO AGENDA:** Applicant for Item No. 7, has withdrawn the application (Plat 22-017: Final Plat for Bentley Subdivision No. 1.

**MINUTES:** Morrison had 3 typos to modify. **Ogden moved to accept the minutes of May 3, 2022, Morrison seconded the motion. Denney called for roll call vote: Romankiw, yes; Cantu, yes; Brower, yes; Morrison, yes; Ogden, yes. The motion passed unanimously.**

**Business:**

**6. PLAT 22-017: FINAL PLAT for Loock Subdivision Division No. 1.**

**Applicant: Barry Bane, 2295 N. Yellowstone, Idaho Falls, Idaho.** Bane stated that this property is located south of Lincoln and east of Woodruff and zoned LC and the preliminary plat was approved earlier this year for the entire area, and this is Division 1 of the master plan for the area. Bane stated that this includes one large lot and the entire road of Quail that will connect Lincoln to Bentley. Bane stated that farther south of this lot there are lots that will be platted, the entire road will be built with this one lot to allow for connectivity and a secondary access. Bane stated that it is about 9 acres.

Ogden asked about the storm water. Bane stated that there is a storm water pond on an unbuildable lot. Bane stated that there is a drainage easement that is from a connecting pipe that comes under Lincoln Road that is 24" or 30" and across and under Woodruff. Bane stated that is the old Crowe Creek Canal, and then the canal was moved to the east, but it is used as an irrigation drainage.

Dixon asked if the public easements will be dedicated to the City, or will they be retained, and maintenance retained. Bane stated that they will not be dedicated to the City and will be maintained and kept by the HOA of the buildable lot.

Long presented the staff report.

**Ogden moved to recommend to the Mayor and City Council approval of the Final Plat for Loock Subdivision Division No. 1., Morrison seconded the motion. Denney called for roll call vote: Romankiw, yes; Brower, yes; Cantu, yes; Ogden, yes; Morrison, yes; Dixon, yes. The motion passed unanimously.**

**REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**FINAL PLAT OF LOOCK DIVISION 1, GENERALLY LOCATED NORTH OF KEARNEY ST, EAST OF N WOODRUFF AVE, SOUTH OF LINCOLN RD, WEST OF N 25TH E.**

**WHEREAS,** the applicant filed an application for a final plat on April 25, 2022; and

**WHEREAS,** this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on June 7, 2022; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on December 8, 2022 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 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 8.603 acres parcel located generally north of Kearney St, east of N Woodruff Ave, south of Lincoln Rd, west of N 25th E.
3. The property is zoned LC, Limited Commercial. The plat consists of three lots; one buildable and two non-buildable, as well as Quail Dr.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the LC Zone.
5. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

## II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat of Look Division 1.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS_____DAY OF_____, 2022

_____

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
LOOCK SUBDIVISION DIVISION NO. 1

This DEVELOPMENT AGREEMENT LOOCK SUBDIVISION DIVISION NO. 1 ("AGREEMENT"), made this _____day of _____, 2022, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and IF INVESTMENTS, LLC, a limited liability company ("DEVELOPER"), whose mailing address is 2567 E. 8150 S., South Weber, Utah 84405.

W I T N E S S E T H:

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 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 the property dedicated to CITY on the Subdivision plat and 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 and that also references the recording information for this AGREEMENT and thereby releasing the Subdivision, or the accepted portion thereof, from the encumbrances of this AGREEMENT. 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 respectively 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, respectively, and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises by or through DEVELOPER and DEVELOPER's successors or assigns, respectively, 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, commencing on the date the unpaid amount is declared immediately due and written demand therefor is delivered to DEVELOPER.

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 up to the date the final Subdivision plat

for this Subdivision is recorded. 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 any other 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 and Recording Fees. CITY may record this AGREEMENT with the

Bonneville County Recorder's office and 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: (i) include a statement on the Subdivision plat that the property subject to this AGREEMENT has been excluded from the applicable irrigation district and reference the district's exclusion order by recording date and instrument number; or (ii) obtain a certification upon the Subdivision 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 contain a statement certifying that the property subject to this AGREEMENT has been excluded from the irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision or the water rights for all property within the Subdivision have been transferred from such property and that all liens and assessments of such water delivery entity have been satisfied and released.

22. Compliance With Applicable Law and Regulation. DEVELOPER agrees to comply with all applicable rules, regulations, Ordinances, Resolutions, statutes or administrative laws having applicability to development to this Subdivision and or phase of this Subdivision including, of those of CITY, Bonneville County, the State of Idaho, the United States of America, or any agency or political subdivisions thereof having jurisdiction over the Subdivision and to obtain any permits, licenses, permissions, authorizations, etc., that are required for such development.

23. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United

States District Court for the District of Idaho.

26. Anti-Boycott Against Israel Act. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars ($100,000) and DEVELOPER employs ten (10) or more persons, DEVELOPER certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

27. Non-Discrimination. DEVELOPER 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.

28. 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.

29. 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.

INWITNESS 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, Ph.D., Mayor

IF INVESTMENTS, LLC

By _____
Chris Loock, Managing Member

STATE OF IDAHO )
) ss.
County of Bonneville )

On this 17 day of November, 2022, 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 they are 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.

BRITANY ADELA DINAH BIALCAK
Notary Public, State of Utah
Commission # 721147
My Commission Expires On
November 01, 2025

(Seal)

Notary Public of Idaho
Residing at: Utah
My Commission Expires: Nov. 1, 2025

STATE OF IDAHO )
) ss:
County of _____ )

On this _____ day of _____, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared Chris Loock, known or identified to me to be an authorized signator of IF INVESTMENTS, LLC, and whose name is subscribed to the within instrument and acknowledged to me that they are 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.

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

(Seal)

**EXHIBIT "A"**
**PROPERTY**

LEGAL DESCRIPTION

LOOCK SUBDIVISION DIVISION NO. 1

A parcel of land located in the Northwest 1/4 of Section 16, Township 2 North, Range 38 East, being more particularly described as follows:

Commencing from the northwest corner of said Section 16, thence S 89° 38' 54" E along the north boundary of said Section 16 for a distance of 1540.46 feet; Thence S 00° 21' 06" W for a distance of 47.00 feet to the TRUE POINT OF BEGINNING.

Thence, S 89° 38' 54" E for a distance of 176.05 feet; Thence, S 00° 02' 54" E for a distance of 298.89 feet; Thence, S 86° 15' 05" E for a distance of 128.70 feet; Thence, S 83° 46' 48" E for a distance of 122.16 feet to a point on the west boundary of the L & S Subdivision; Thence, S 01° 06' 39" E along said boundary for a distance of 492.55 feet; Thence, N 90° 00' 00" W for a distance of 361.21 feet; Thence, S 00° 00' 00" W for a distance of 35.62 feet; Thence, N 89° 30' 58" W for a distance of 56.85 feet to the beginning of a non-tangential curve; Thence along said curve turning to the left through an angle of 26° 05' 31", having a radius of 300.00 feet, an arc length of 136.62 feet, and whose long chord bears S 20° 41' 17" E for a distance of 135.44 feet to the point of reverse curve; Thence along said curve turning to the right through an angle of 34° 04' 29", having a radius of 370.00 feet, an arc length of 220.04 feet, and whose long chord bears S 16° 41' 48" E for a distance of 216.82 feet; Thence, S 00° 20' 26" W for a distance of 365.46 feet to the beginning of a curve; Thence along said curve turning to the left through an angle of 14° 03' 01", having a radius of 300.00 feet, an arc length of 73.57 feet, and whose long chord bears S 06° 41' 05" E for a distance of 73.38 feet to the point of reverse curve; Thence along said curve turning to the right through an angle of 14° 03' 01", having a radius of 370.00 feet, an arc length of 90.73 feet, and whose long chord bears S 06° 41' 05" E for a distance of 90.51 feet; Thence, S 00° 20' 26" W for a distance of 49.09 feet; Thence, S 44° 35' 37" E for a distance of 28.25 feet; Thence, N 89° 31' 41" W for a distance of 110.00 feet; Thence, N 00° 20' 26" E for a distance of 512.86 feet; Thence, N 88° 26' 09" W for a distance of 45.16 feet; Thence, N 00° 21' 18" E for a distance of 241.31 feet to the beginning of a non-tangential curve; Thence along said curve turning to the left through 02° 15' 15", having a radius of 300.00 feet, an arc length of 11.80 feet, and whose long chord bears N 32° 36' 25" W for a distance of 11.80 feet to the point of reverse curve; Thence along said curve turning to the right through an angle of 34° 05' 21", having a radius of 370.00 feet, an arc length of 220.14 feet, and whose long chord bears N 16° 41' 22" W for a distance of 216.91 feet; Thence, N 00° 21' 18" E for a distance of 316.71 feet to the beginning of a curve; Thence along said curve turning to the right through an angle of 20° 36' 53", having a radius of 370.00 feet, an arc length of 133.12 feet, and whose long chord bears N 10° 39' 45" E for a distance of 132.41 feet; Thence, N 20° 58' 11" E for a distance of 76.97 feet to the beginning of a curve; Thence along said curve turning to the left through an angle of 20° 36' 53", having a radius of 300.00 feet, an arc length of 107.94 feet, and whose long chord bears N 10° 39' 45" E for a distance of 107.36 feet; Thence, N 00° 21' 18" E for a distance of 162.71 feet; Thence, N 44° 38' 48" W for a distance of 28.29 feet to the TRUE POINT OF BEGINNING.

Described boundary contains 8.603 acres, more or less.

## EXHIBIT "B"
## SPECIAL CONDITIONS

## LOOCK SUBDIVISION DIVISION NO. 1

**S.C. 1.00 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 as directed by CITY's Engineer.

**S.C. 2.00 Access to Quail Drive.** Access shall be in accordance with the Bonneville Metropolitan Planning Organization ("BMPO") Access Management Plan.

**S.C. 3.00 Existing Infrastructure.** When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall 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 DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER following annexation.

**S.C. 4.00 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 Eighty-One Thousand Four Hundred Forty Dollars and Ten Cents (25,854 square yards at $3.15 per square yard, $81,440.10). 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. 5.00 Storm Drainage.** Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm pond shall be constructed as shown on the CITY-approved Improvement Drawings. DEVELOPER shall provide for the installation of grass and an irrigation system, at DEVELOPER's sole expense, to serve this Subdivision. Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

# Memorandum

**File #:** 21-738 **City Council Meeting**

**FROM:** Brad Cramer, Director
**DATE:** Tuesday, November 29, 2022
**DEPARTMENT:** Community Development Services

**Subject**
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Loock Subdivision Division 2.

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for Loock Subdivision Division 2 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept the Final Plat for Loock Subdivision Division 2 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Loock Subdivision Division 2 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**
Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Loock Subdivision Division 2. The Planning and Zoning Commission considered this item at its July 5, 2022, meeting and unanimously voted to recommend approval for the final plat as presented. Staff concurs with this recommendation.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan and Zoning Ordinance, which includes many policies and goals related to Good Governance, Growth, Sustainability, Transportation, and Livable Communities.

**Interdepartmental Coordination**

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, Survey, and Parks and Rec.

**Fiscal Impact**
NA

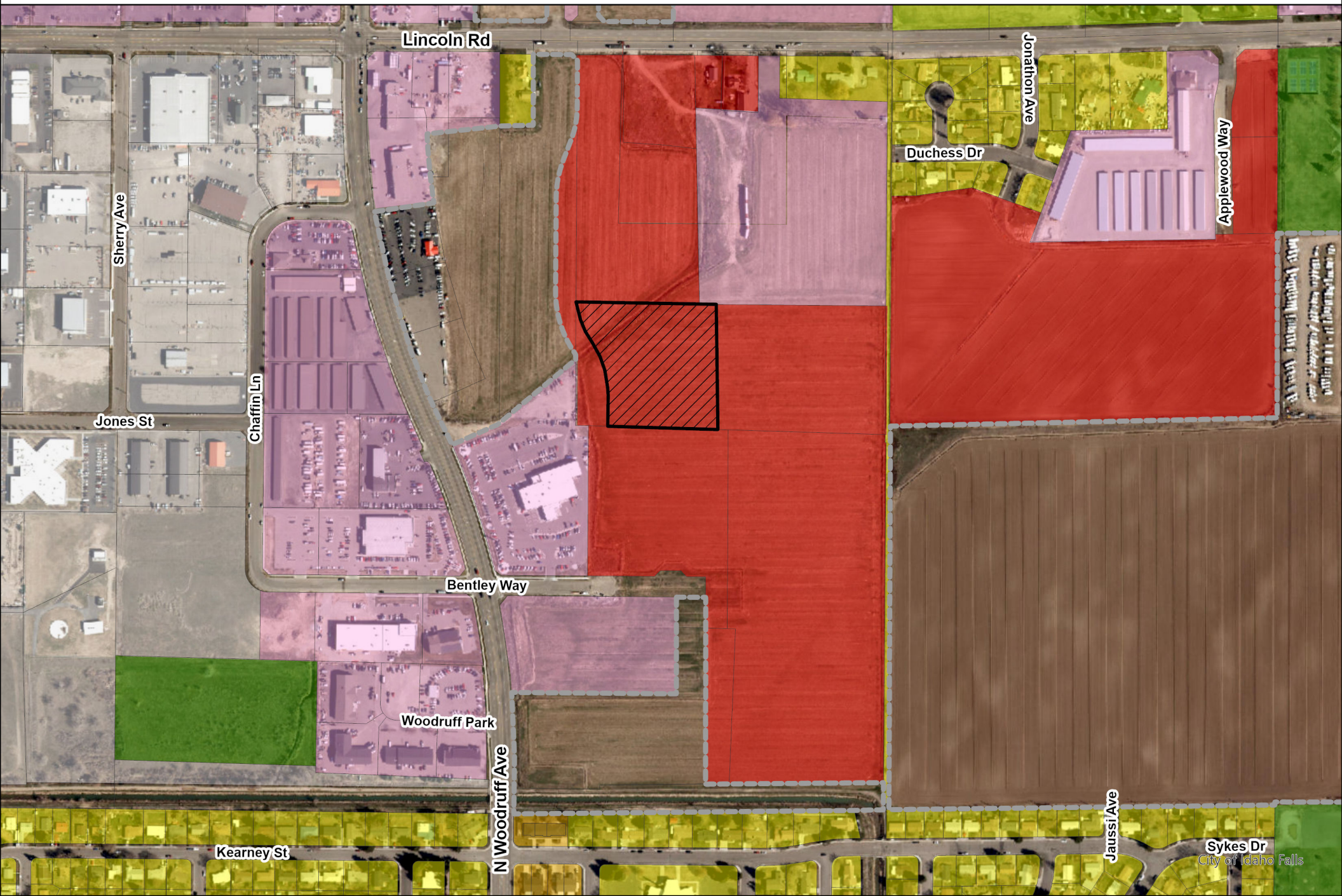
**Legal Review**
This application has been reviewed by the City Attorney's Office pursuant to applicable law

# Zoning

PLAT22-021

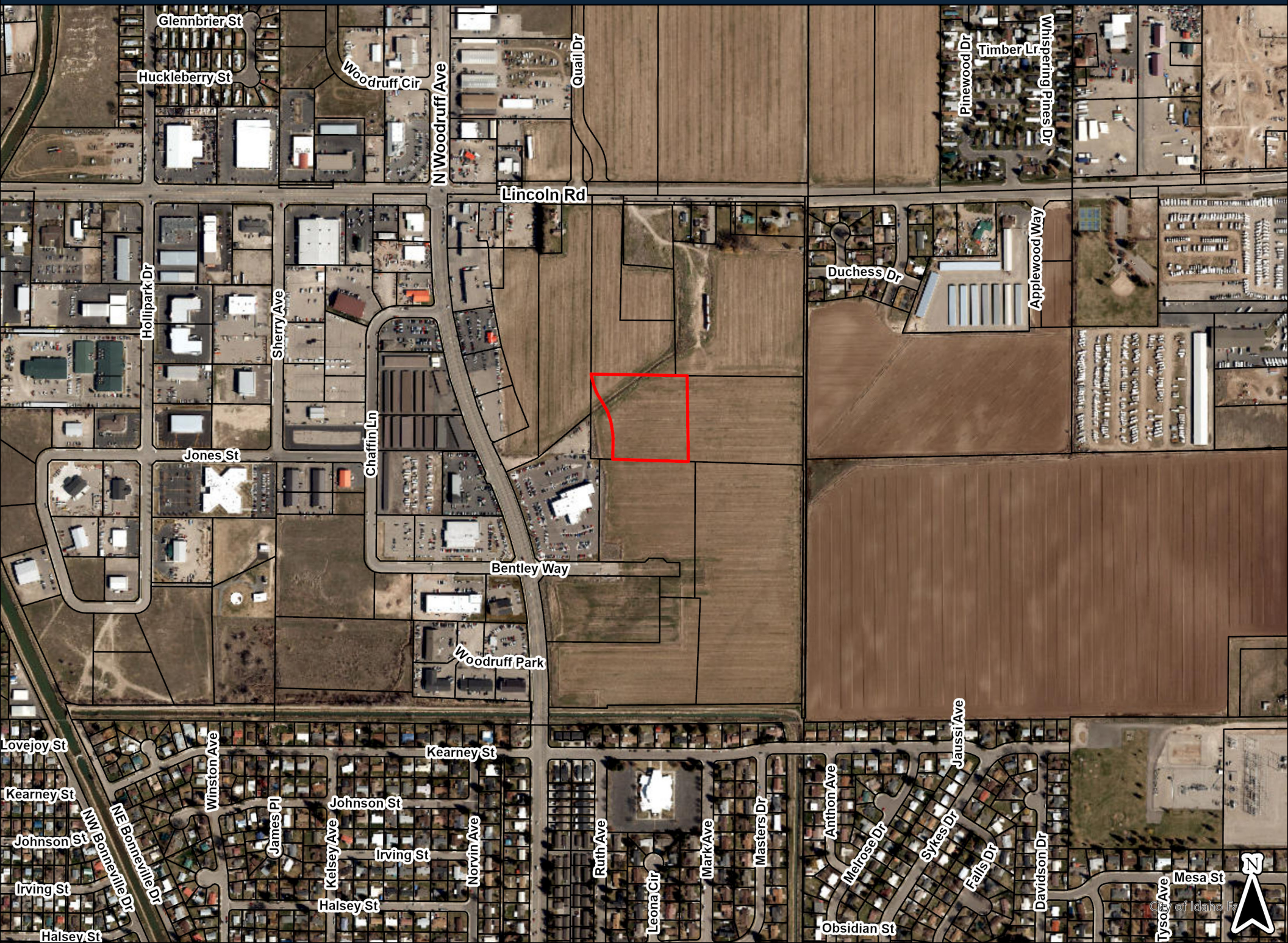
RE | R1 | TN | R3 | PB | LC | R&D | I&M

RP | R2 | RMH | R3A | CC | HC | LM | P



# Aerial

PLAT22-021

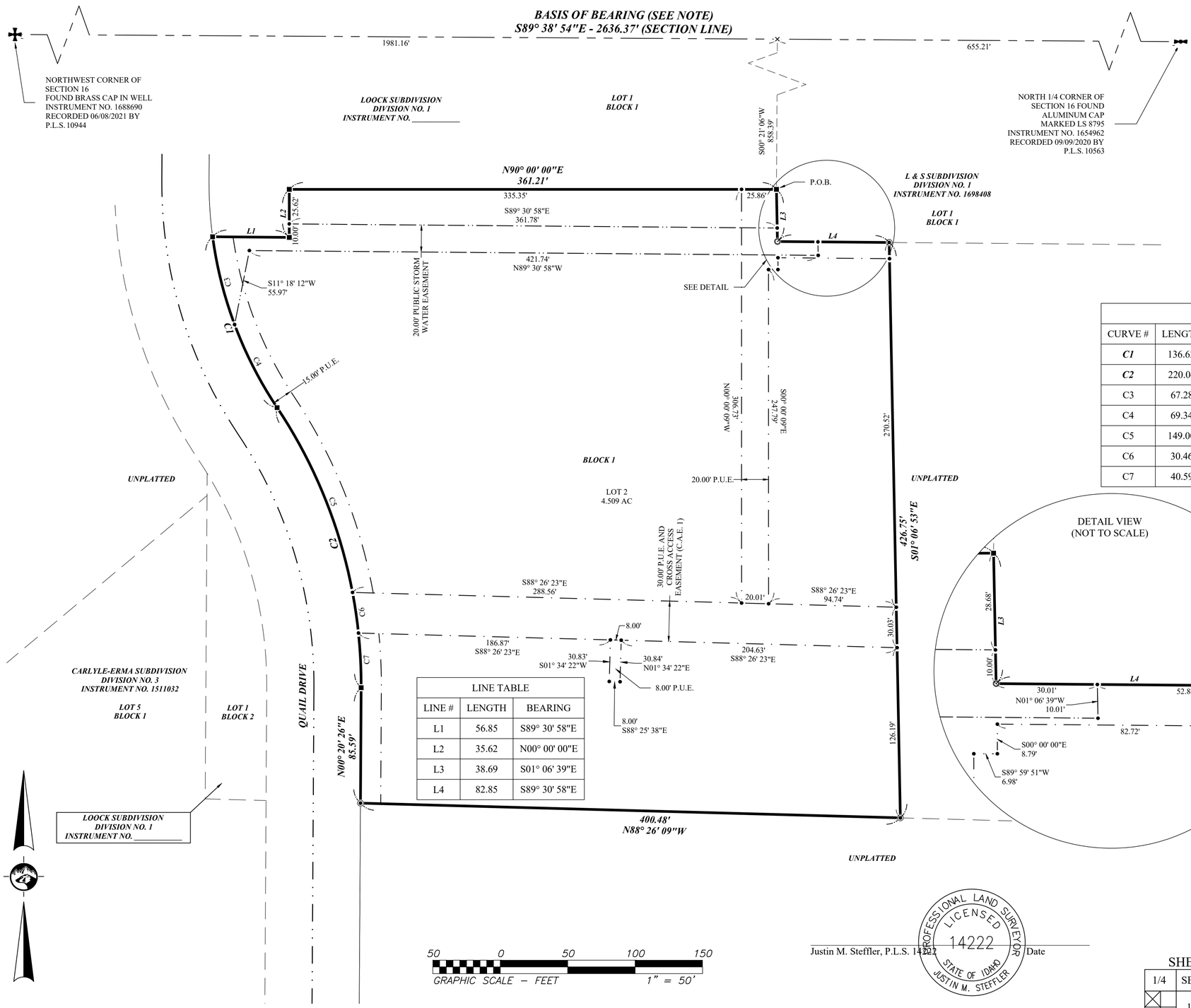


# LOOCK SUBDIVISION DIVISION NO. 2

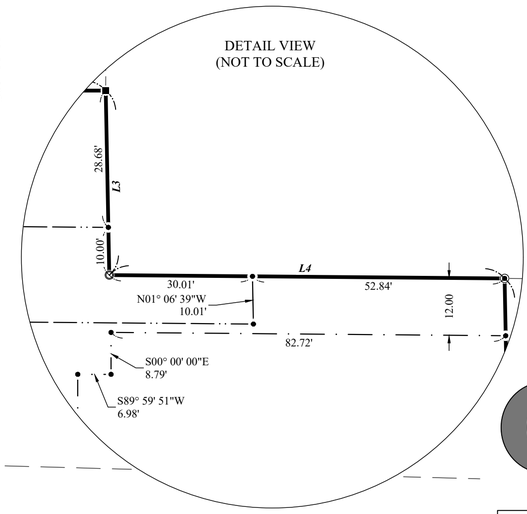
A SUBDIVISION OF THE CITY OF IDAHO FALLS
LOCATED IN THE NORTHWEST 1/4 OF SECTION 16,
TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M., BONNEVILLE COUNTY, IDAHO

## BASIS OF BEARING NOTE

The bearing along the north boundary line of Section 16 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 (reference frame NAD_83(2011), epoch 2010.0000). The system orientation is based on grid north along the East Zone central meridian. No convergence angle has been applied.




| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | BEARING |
| L1 | 56.85 | S89° 30' 58"E |
| L2 | 35.62 | N00° 00' 00"E |
| L3 | 38.69 | S01° 06' 39"E |
| L4 | 82.85 | S89° 30' 58"E |




## LEGEND

| | |
|---|---|
| | PLSS SECTION CONTROL (AS NOTED) |
| ■ | FOUND 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222" |
| ○ | FOUND 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 10944" |
| ◉ | SET 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222" |
| • | SET 1/2" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222" |
| × | CALCULATED POINT (NOTHING SET) |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| P.O.B. | POINT OF BEGINNING |
| C.A.E. | CROSS ACCESS EASEMENT |
| | SUBDIVISION BOUNDARY |
| | ADJOINING BOUNDARIES |
| | ROAD CENTERLINE |
| | SECTION LINE |
| | EASEMENTS GRANTED PURSUANT TO THIS PLAT (AS NOTED) |
| | PUBLIC STORM WATER EASEMENT GRANTED PURSUANT TO THIS PLAT |
| | SURVEY TIES |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD LENGTH | CHORD BEARING |
| ***C1*** | 136.62 | 300.00 | 026°05'31" | 135.44 | N20° 41' 17"W |
| ***C2*** | 220.04 | 370.00 | 034°04'29" | 216.82 | N16° 41' 48"W |
| C3 | 67.28 | 300.00 | 012°50'57" | 67.14 | S14° 04' 00"E |
| C4 | 69.34 | 300.00 | 013°14'34" | 69.18 | S27° 06' 46"E |
| C5 | 149.00 | 370.00 | 023°04'21" | 147.99 | S22° 11' 52"E |
| C6 | 30.46 | 370.00 | 004°43'00" | 30.45 | S08° 18' 11"E |
| C7 | 40.59 | 370.00 | 006°17'08" | 40.57 | N02° 48' 08"W |

PROFESSIONAL LAND SURVEYOR LICENSED 14222 STATE OF IDAHO JUSTIN M. STEFFLER

Justin M. Steffler, P.L.S. 14222 Date

SHEET 1 OF 2

| 1/4 | SEC | T | R |
|---|---|---|---|
| | 16 | 2N | 38E |

CONNECT ENGINEERING
The Civil Connection
2295 N Yellowstone Hwy Unit #6
Idaho Falls, ID 83401- 208.681.8590
The Civil Connection

| | |
|---|---|
| TITLE | LOOCK SUBDIVISION DIVISION NO. 2 |
| DATE: | 09/28/22 DRAWN/CHK BY: PS/JS |
| PROJECT: | 21284/T2NR38E/S16 |

BADGER AERIAL MAPPING & SURVEYING

402 VAN DREFF ST.
SALMON, ID 83467
208-756-3070

4141 S 58 W
IDAHO FALLS, ID 83402
208-715-4380

# LOOCK SUBDIVISION DIVISION NO. 2

## A SUBDIVISION OF THE CITY OF IDAHO FALLS LOCATED IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M., BONNEVILLE COUNTY, IDAHO

### OWNER'S DEDICATION

Know all men by these presents: that the undersigned IF INVESTMENTS, LLC, a Nevada Limited Liability Company, is the lawful OWNER of the tract of land included within the boundary description shown hereon and has caused the same to be platted and divided into blocks, lots, and streets, which plat shall hereafter be known as LOOCK SUBDIVISION DIVISION NO. 2, a subdivision of the City of Idaho Falls, Idaho, Bonneville County, Idaho.

Be it further known, that OWNER does hereby dedicate grant and convey to the public, all streets and right-of-ways shown hereon, that OWNER also does hereby grant and convey to the City of Idaho Falls all public easements forever as irrevocable permanent non-exclusive public easements as shown and described hereon.

OWNER does hereby grant and convey to the owner of the unplatted parcel bordering this subdivision on the east, a private cross-access easement as shown and described hereon and labeled as C.A.E. 1, the said private cross-access easement is granted by the mutual consent and agreement between the parties, the adequacy and receipt of which is hereby acknowledged, that the OWNER also does hereby grant, bargain, and convey to the owner of said parcel hereafter referred to as, BENEFITED CAE HOLDER, its licensees, invitees, agents, successors, and assigns, the full and free right for said BENEFITED CAE HOLDER and said BENEFITED CAE HOLDER'S tenants, servants, invitees, licensees, and visitors to the private cross-access agreements described herein in common with all persons designated to have a like right at all times hereafter, for ingress and egress and vehicular access, and a perpetual easement for roadway purposes, on and across the property, except for parking, that OWNER also does hereby grant and convey to the City of Idaho Falls forever a non-exclusive irrevocable easement for right-of-way for emergency vehicles and emergency responders, across the cross-access easement C.A.E. 1.

OWNER, or its heirs, successors or assigns, agree they will construct no permanent structure within or upon any public easement shown hereon, and the City of Idaho Falls and its successors, assigns, permittees or licensees shall also have the right to remove, cut or trim any trees, brush, ornamental shrubbery or plant which may injure or interfere with the use thereof for its intended purposes, and City of Idaho Falls shall have the right, to remove any obstructions on said cross-access easement which may injure or interfere with the City of Idaho Fall's use thereof, such right of removal may be exercised without prior notice to OWNER or OWNER'S heirs, successors, or assigns.

OWNER or its heirs, successors or assigns further agree that they shall not plant any trees, brush, ornamental shrubbery or plants which may hinder the safe and efficient utilization of said easements.

OWNER or its heirs, successors or assigns, further agree that they shall construct no structures or maintain any obstructions on said cross-access easements, including but not limited to gates, barriers, or vehicles of any type.

OWNER or its heirs, successors or assigns, further agree to maintain the said cross-access easements and to remove snow pursuant to the requirements of the International Fire Code §503 as it is amended from time to time, and as adopted by the City of Idaho Falls, Idaho.

OWNER or its heirs, successors or assigns hereby releases the City of Idaho Falls and its successors, assigns, permitees or licensees from any claim for damages, based upon concealed or undisclosed private improvements constructed or permitted to be constructed by OWNER or its successors or assigns within any public easements, subsequent to recording this subdivision, that may be incurred as a result of the City of Idaho Falls and its successors, assigns, permitees or licensees ordinary use of the public easements with due care.

OWNER or its heirs, successors or assigns do hereby warrant and shall defend such dedication and conveyances in the quiet and peaceful possession of the public or the City of Idaho Falls, or each lot owner as the case may be, against said OWNER and its heirs and assigns, and against every person whomsoever who lawfully holds or who later claims to have lawfully held any rights in said estate as of the date hereof.

IN WITNESS WHEREOF, OWNER has hereunto subscribed its seal and signature this _____day of _____, 202____.

IF INVESTMENTS, LLC

_____
Chris Loock, Managing Member

Date: _____

### DRINKING WATER SYSTEM CERTIFICATE

Pursuant to I.C. §50-1334, the OWNER does hereby certify that all lots shown on this plat are eligible to receive water from the City of Idaho Falls municipal water system, and said City has agreed in writing to provide culinary water service to said lots pursuant to the provisions of Title 8, Chapter 4 of the Idaho Falls City Code, as amended from time to time.

IN WITNESS WHEREOF, OWNER has hereunto set its signature this _____ day of _____, 2022.

IF INVESTMENTS, LLC

_____
Chris Loock, Managing Member

Date: _____

### OVERALL BOUNDARY DESCRIPTION

A parcel of land located in the Northwest 1/4 of Section 16, Township 2 North, Range 38 East, being more particularly described as follows:

Commencing from the northwest corner of said Section 16, thence S 89° 38' 54" E along the north boundary of said Section 16 for a distance of 1981.16 feet; Thence S 00° 21' 06" W for a distance of 858.39 feet to a point on the west boundary of L & S Subdivision, Division No. 1 (recorded as Instrument No. 1698408), said point being the TRUE POINT OF BEGINNING.

Thence, S 01° 06' 39" E along said west boundary for a distance of 38.69 feet to the southwest corner of said L & S Subdivision; Thence, S 89° 30' 58" E along the south boundary of said L & S Subdivision for a distance of 82.85 feet; Thence, S 01° 06' 53" E for a distance of 426.75 feet; Thence, N 88° 26' 09" W for a distance of 400.48 feet; Thence, N 00° 20' 26" E for a distance of 85.59 feet to the beginning of a curve; Thence along said curve turning to the left through 34° 04' 29", having a radius of 370.00 feet, an arc length of 220.04 feet, and whose long chord bears N 16° 41' 48" W for a distance of 216.82 feet to the point of reverse curve; Thence along said curve turning to the right through an angle of 26° 05' 31", having a radius of 300.00 feet, an arc length of 136.62 feet, and whose long chord bears N 20° 41' 17" W for a distance of 135.44 feet to a point of intersection with a non-tangential line; Thence, S 89° 30' 58" E for a distance of 56.85 feet; Thence, N 00° 00' 00" E for a distance of 35.62 feet; Thence, N 90° 00' 00" E for a distance of 361.21 feet to the TRUE POINT OF BEGINNING.

Described boundary contains 4.509 acres, more or less.

### IRRIGATION WATER RIGHTS STATEMENT

Notice is hereby given that all lots or property included within this plat are within the Progressive Irrigation District and that a suitable surface water delivery system has not been provided for such lots of property. All lots will remain subject to assessments levied by such irrigation District and each individual purchaser/owner will be responsible to pay such assessments. All assessments are a lien upon the lots of property unless the purchaser/owner files a petition requesting exclusion from the district. The purchaser/owner may file such petition at any future date. The owner/developer is obligated to comply with the provisions of I. C. §31-3805.

### ACKNOWLEDGMENT

STATE OF _____ )

:SS

COUNTY OF _____)

On this _____day of _____, 2022, before me the undersigned, a notary public in and for said state, personally appeared CHRIS LOOCK, known or identified to me, to be a manager of the limited liability company of IF INVESTMENTS, LLC, and the person who subscribed said limited liability company's name to the foregoing OWNER'S Dedication and Drinking Water System Certificate and acknowledged to me that he executed the same in said limited liability company's name as a person authorized to bind such limited liability company.

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

_____

Notary Public for the State of _____

Residing at: _____

Commission Expiration Date: _____

### TREASURERS CERTIFICATE

I, the undersigned County Treasurer in and for the County of Bonneville, State of Idaho, pursuant to the requirements of I.C. §50-1308, do hereby certify that all County property taxes due for the property included in the Boundary Description shown hereon are current.

_____ DATE_____
BONNEVILLE COUNTY TREASURER

### RECORDER'S CERTIFICATE

I hereby certify that the foregoing plat, LOOCK SUBDIVISION DIVISION NO. 2, was filed in the Office of the Recorder of Bonneville County, Idaho

_____ DATE_____
BONNEVILLE COUNTY RECORDER

### CITY'S ACCEPTANCE

The accompanying plat was duly accepted and approved by the City Council of Idaho Falls adopted this _____ day of _____, 2022.

_____ _____
MAYOR CITY CLERK

_____ _____
CITY ENGINEER CITY SURVEYOR
KENT J. FUGAL, PE 9247 KENNETH BALDWIN ROBERTS, PLS 9755

### HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

Sanitary restrictions as required by I.C. §50-1326 have been satisfied based on the Department of Environmental Quality (DEQ) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with I.C. §50-1326, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

_____ _____
ENVIRONMENTAL HEALTH SPECIALIST, REHS Date:

### SURVEY NARRATIVE

1. The purpose of this survey is to plat the subject parcels for development.
2. The monuments found in conjunction with this survey fit within a reasonable degree of accuracy and were held and accepted.
3. Documents used in the preparation of this plat were: Kenneth Sands Record Of Survey Instrument No. 1690513; L & S Subdivision Plat Instrument No. 1698408; Olson Living Trust Quitclaim Deed Instrument No. 1470561; Carlyle-Erma Subdivision Division No. 3 Instrument No. 1511032; Olson Living Trust Quitclaim Deed Instrument No. 1470560; Carlyle-Erma Subdivision Division No. 4 Instrument No. 1603665; Olson Living Trust Quitclaim Deed Instrument No. 1470559; SWT Properties LLC Warranty Deed Instrument No. 1600881

### COUNTY SURVEYOR'S VERIFICATION

I certify that I am a licensed professional land surveyor in the State of Idaho and that I have examined this plat and find that it complies with I.C. §50-1305.

Date:_____ _____
DAVID DOUGLAS ROMRELL, PLS 12223
BONNEVILLE COUNTY SURVEYOR

### SURVEYOR'S CERTIFICATE

I, Justin M. Steffler, a licensed professional land surveyor in the State of Idaho, do hereby certify that the survey of this subdivision, designated as LOOCK SUBDIVISION DIVISION NO. 2, 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.

PROFESSIONAL LAND SURVEYOR LICENSED 14222 STATE OF IDAHO JUSTIN M. STEFFLER

_____, P.L.S. 14222

CONNECT ENGINEERING
*The Civil Connection*
*2295 N Yellowstone Hwy Unit #6*
*Idaho Falls, ID 83401- 208.681.8590*

*The Civil Connection*

| | | | |
|---|---|---|---|
| TITLE | LOOCK SUBDIVISION DIVISION NO. 2 | | |
| DATE: | 09/28/22 | DRAWN/CHK BY: | PS/JS |
| PROJECT: | 21284/T2NR38E/S16 | | |

BADGER AERIAL MAPPING & SURVEYING

402 VAN DREFF ST.
SALMON, ID 83467
208-756-3070

4141 S 58 W
IDAHO FALLS, ID 83402
208-715-4380

SHEET 2 OF 2

| 1/4 | SEC | T | R |
|---|---|---|---|
| ☒ | 16 | 2N | 38E |

STAFF REPORT
**FINAL PLAT**
**Loock Division 2**
**December 8, 2022**

IDAHO FALLS
Community Development Services

**Applicant:** Connect Engineering

**Project Manager:** Caitlin Long

**Location:** north of Kearney St, east of N Woodruff Ave, south of Lincoln Rd, west of N 25th E

**Size:** 4.509 acres

**Lots:** 1
**Buildable**: 1

**Existing Zoning:**
Site: LC
North: County RA-1/LC HC
South: HC
East: HC
West: County R-1

**Existing Land Uses:**
Site: Vacant
North: Agriculture
South: Vacant
East: Vacant
West: Commercial

**Future Land Use Map:**
Mixed Use Center and Corridors

**Attachments:**
1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Final Plat

**Requested Action:** To **approve** the final plat for Loock Division 2.

**History:** This property was annexed in December 2019 with an initial zoning of LC, Limited Commercial. A preliminary plat was approved in May 2022.

**Staff Comments:** This final plat consists of 4.509 acres. This will consist of one buildable lot that will have access from Quail Dr, a collector, that will be developed with Loock Division 1. This one buildable lot is intended for a multi-unit development, which is permitted in the LC Zone. There is a cross access easement on this lot for future development to the east.

**Staff Recommendation:** Staff has reviewed the final plat and finds that it is consistent with the preliminary plat and complies with the Subdivision and Comprehensive Zoning Ordinance. Staff recommends approval of the plat.

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

| 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:<br>1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access. | 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. | N/A |
| 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. | No New Streets |

**Subdivision Ordinance:**
**Section 10-1-9A**
(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.

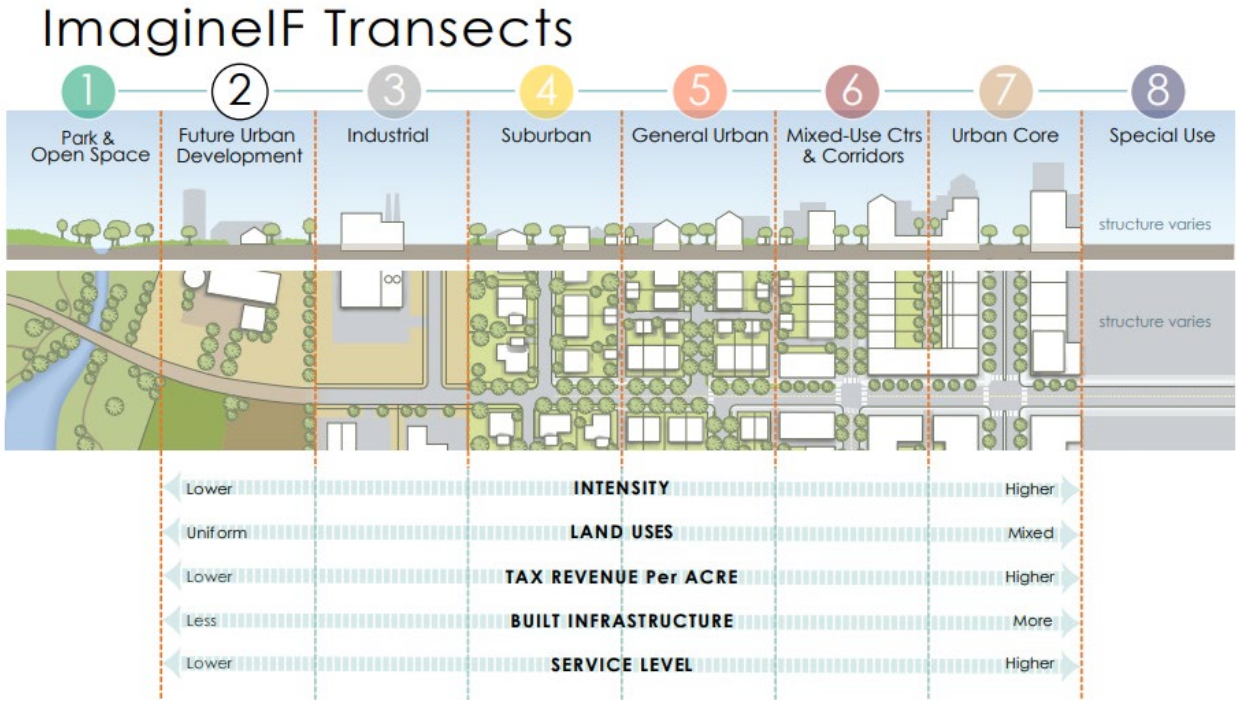
**Zoning Ordinance:**
11-3-5: PURPOSE OF COMMERCIAL ZONES
(C) LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.

**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. | | | | |

(Ord. 3233, 12-20-18) (Ord. 3277, 10-10-19)

**Comprehensive Plan:**







6. **Mixed-Use Centers & Corridors**

Snapshot: The Mixed-Use Centers and Corridors Transect denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas also include mixed-use buildings, recreation centers and commercial uses. Mixed-Use Centers and corridors may vary in scale from large, regional commercial centers with supportive housing to smaller commercial pockets called walkable centers that support a well-connected, walkable neighborhood.

Local examples: Northgate Mile and 1st Street corridors, Intersection of 65th South and 5th West, Intersection of Skyline and Broadway, Snake River Landing

July 5, 2022 7:00 p.m. Planning Department

City Annex Building

**MEMBERS PRESENT:** Commissioners Joanne Denney, Glen Ogden, Brent Dixon, Kristi Brower, Lindsey Romankiw.

**MEMBERS ABSENT:** Margaret Wimborne, George Morrison, Arnold Cantu

**ALSO PRESENT:** Assistant Planning Director Kerry Beutler; planner Caitlin Long, Naysha Foster, Assistant City Attorney Michael Kirkham, Esq. and interested citizens.

**CALL TO ORDER:** Joanne Denney called the meeting to order at 7:00 p.m.

**CHANGES TO AGENDA:** None.

**MINUTES:** Ogden had one typo to change. **Ogden moved to accept the minutes of June 7, 2022, Dixon seconded the motion and the motion passed unanimously.**

**Business:**

**6. PLAT 22-017: FINAL PLAT for Loock Subdivision Division No. 2.**

**Applicant: Barry Bane, 2295 N. Yellowstone, Idaho Falls, Idaho.** Bane stated that Division 1 included Quail Drive which is the road going north south and the first lot to the north of this. Bane stated that this lot that is being proposed will be done in Division 1 and this is just platting the lot. Bane stated that this plat has a cross access easement so that the back lot is not land locked and it has connectivity. Bane stated that the back lot is Division 3 of this entire thing, but if there is a sale of property there is a cross access agreement. Bane has worked with staff, public works, engineering on Quail Drive Division 1, and Division 2 is a 4-acre plat on LC property.

Dixon asked if Division 1 is to the North and includes all of the LC. Bane agreed that Division 1 is to the north, and Division 1 is the L shaped LC property and all of Quail Drive to Bentley. Dixon asked if the property that was seen earlier in the hearing is Division 3. Bane clarified that the property earlier (Bentley Townhomes PUD) is a different ownership. Dixon asked if Division 1 and 2 are both high density residential. Bane agreed that it does conform with the LC zone. Bane stated that Division 3 on the preliminary plat is the parcel east of the current subject parcel.

Long presented the staff report.

**Romankiw moved to recommend to the Mayor and City Council approval of the Final Plat for Loock Subdivision Division No. 2, Brower seconded the motion. Denney called for roll call vote: Romankiw, yes; Brower, yes; Ogden, yes; Dixon, yes. The motion passed unanimously.**

**REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**FINAL PLAT OF LOOCK DIVISION 2, GENERALLY LOCATED NORTH OF KEARNEY ST, EAST OF N WOODRUFF AVE, SOUTH OF LINCOLN RD, WEST OF N 25TH E.**

**WHEREAS,** the applicant filed an application for a final plat on May 23, 2022; and

**WHEREAS,** this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on July 5, 2022; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on December 8, 2022 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 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 4.5 acres parcel located generally north of Kearney St, east of N Woodruff Ave, south of Lincoln Rd, west of N 25th E.
3. The property is zoned LC, Limited Commercial. The plat consists of one buildable lot.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the LC Zone.
5. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

## II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat of Look Division 2.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS_____DAY OF_____, 2022

_____

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
LOOCK SUBDIVISION DIVISION NO. 2

This DEVELOPMENT AGREEMENT LOOCK SUBDIVISION DIVISION NO. 2 ("AGREEMENT"), made this _____day of _____, 2022, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and IF INVESTMENTS, LLC, a limited liability company ("DEVELOPER"), whose mailing address is 2567 E. 8150 S., South Weber, Utah 84405.

W I T N E S S E T H:

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 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 the property dedicated to CITY on the Subdivision plat and 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 and that also references the recording information for this AGREEMENT and thereby releasing the Subdivision, or the accepted portion thereof, from the encumbrances of this AGREEMENT. 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 respectively 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, respectively, and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises by or through DEVELOPER and DEVELOPER's successors or assigns, respectively, 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, commencing on the date the unpaid amount is declared immediately due and written demand therefor is delivered to DEVELOPER.

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 up to the date the final Subdivision plat

for this Subdivision is recorded. 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 any other 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 and Recording Fees. CITY may record this AGREEMENT with the

Bonneville County Recorder's office and 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: (i) include a statement on the Subdivision plat that the property subject to this AGREEMENT has been excluded from the applicable irrigation district and reference the district's exclusion order by recording date and instrument number; or (ii) obtain a certification upon the Subdivision 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 contain a statement certifying that the property subject to this AGREEMENT has been excluded from the irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision or the water rights for all property within the Subdivision have been transferred from such property and that all liens and assessments of such water delivery entity have been satisfied and released.

22. Compliance With Applicable Law and Regulation. DEVELOPER agrees to comply with all applicable rules, regulations, Ordinances, Resolutions, statutes or administrative laws having applicability to development to this Subdivision and or phase of this Subdivision including, of those of CITY, Bonneville County, the State of Idaho, the United States of America, or any agency or political subdivisions thereof having jurisdiction over the Subdivision and to obtain any permits, licenses, permissions, authorizations, etc., that are required for such development.

23. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United

States District Court for the District of Idaho.

26. Anti-Boycott Against Israel Act. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars ($100,000) and DEVELOPER employs ten (10) or more persons, DEVELOPER certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

27. Non-Discrimination. DEVELOPER 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.

28. 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.

29. 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.

INWITNESS 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, Ph.D., Mayor

IF INVESTMENTS, LLC

By _____
Chris Loock, Managing Member

STATE OF IDAHO )
) ss.
County of Bonneville )

On this 17 day of November, 2022, 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 they are 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.

BRITANY ADELA DINAH BIALCAK
Notary Public, State of Utah
Commission # 721147
My Commission Expires On
November 01, 2025

(Seal)

Notary Public of Idaho
Residing at: Utah
My Commission Expires: Nov. 1, 2025

STATE OF IDAHO )
) ss:
County of _____ )

On this _____ day of _____, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared Chris Loock, known or identified to me to be an authorized signator of IF INVESTMENTS, LLC, and whose name is subscribed to the within instrument and acknowledged to me that they are 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.

(Seal)

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

**EXHIBIT "A"**
**PROPERTY**

LEGAL DESCRIPTION

LOOCK SUBDIVISION DIVISION NO. 2

A parcel of land located in the Northwest 1/4 of Section 16, Township 2 North, Range 38 East, being more particularly described as follows:

Commencing from the northwest corner of said Section 16, thence S 89° 38' 54" E along the north boundary of said Section 16 for a distance of 1981.16 feet; Thence S 00° 21' 06" W for a distance of 858.39 feet to a point on the west boundary of L & S Subdivision, Division No. 1 (recorded as Instrument No. 1698408), said point being the TRUE POINT OF BEGINNING.

Thence, S 01° 06' 39" E along said west boundary for a distance of 38.69 feet to the southwest corner of said L & S Subdivision; Thence, S 89° 30' 58" E along the south boundary of said L & S Subdivision for a distance of 82.85 feet; Thence, S 01° 06' 53" E for a distance of 426.75 feet; Thence, N 88° 26' 09" W for a distance of 400.48 feet; Thence, N 00° 20' 26" E for a distance of 85.59 feet to the beginning of a curve; Thence along said curve turning to the left through 34° 04' 29", having a radius of 370.00 feet, an arc length of 220.04 feet, and whose long chord bears N 16° 41' 48" W for a distance of 216.82 feet to the point of reverse curve; Thence along said curve turning to the right through an angle of 26° 05' 31", having a radius of 300.00 feet, an arc length of 136.62 feet, and whose long chord bears N 20° 41' 17" W for a distance of 135.44 feet to a point of intersection with a non-tangential line; Thence, S 89° 30' 58" E for a distance of 56.85 feet; Thence, N 00° 00' 00" E for a distance of 35.62 feet; Thence, N 90° 00' 00" E for a distance of 361.21 feet to the TRUE POINT OF BEGINNING.

Described boundary contains 4.509 acres, more or less.

## EXHIBIT "B"
## SPECIAL CONDITIONS

## LOOCK SUBDIVISION DIVISION NO. 2

**S.C. 1.00 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 as directed by CITY's Engineer.

**S.C. 2.00 Access to Quail Drive.** Access shall be in accordance with the Bonneville Metropolitan Planning Organization ("BMPO") Access Management Plan.

**S.C. 3.00 Existing Infrastructure.** When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall 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 DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER following annexation.

**S.C. 4.00 Storm Drainage.** Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm pond shall be constructed as shown on the CITY-approved Improvement Drawings. DEVELOPER shall provide for the installation of grass and an irrigation system, at DEVELOPER's sole expense, to serve this Subdivision. Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.