IDAHO FALLS



City Council Agenda

City of Idaho Falls
Regular Council Meeting
680 Park Avenue

Thursday
September 14, 2023
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, proper 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, September 14, 2023 **7:30 PM** **City Council Chambers**

City Council Agenda:

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. Police Department

1) School Resource Officer Agreement with Idaho Falls School District 91 **23-247**

Attachments: School Resource Officer Agreement with D91.pdf

B. Idaho Falls Power

1) Brookfield Renewable Trade Confirmation Agreements **23-248**

Attachments: Brookfield Q42023 - Q3 2024 Trade Confirms.pdf

2) Idaho Falls Power Board Meeting Minutes - August Meeting **23-269**

Attachments: 2023 0809 IFP Board Meeting minutes.pdf

C. Municipal Services

1) Declare a Response to an Emergency and Ratify Emergency Restoration Services at City Hall **23-261**

Attachments: Tobin Restoration City Hall Content Cleaning

2) Treasurer’s Report for June 2023 **23-262**

Attachments: June Treasurer's Report

3) 2023 First Quarter Impact Fee Report **23-264**

Attachments: Impact Fee Report June 1 2023 - August 31 2023
Fee Payments Received and Outstanding June 1 to August 31 2023

D. Office of the City Clerk

1) 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. Parks & Recreation

1) Approval of the Concession Agreement Between KCR Adventures, LLC, and the City of Idaho Falls. **23-246**

KCR Adventures, LLC will run a winter sports venue in a portion of Ryder Park for an initial ten (10) year term commencing on October 1, 2023, and shall terminate on September 30, 2033. The operating season of the winter sports venue will be October 1st to May 1st. The concessionaire shall pay the City each year during this term one dollar ($1) per paid patron admission. This payment will be deposited into the Parks Improvement Fund.

Action Item:
Approve an agreement between KCR Adventures, LLC, and the City of Idaho Falls, whereas KCR Adventures will operate a winter sports venue in a portion of Ryder Park.

Attachments: Concession Agreement Between KCR and City of Idaho Falls

B. Idaho Falls Power

1) Ordinance Amending City Code Title 8, Chapter 13 to clarifying what are the City's fiber network and service provider expectations. **23-260**

The expansion and improvement of the Idaho Falls Fiber system has prompted refinement of the Title 8, Chapter 13 of the City Code to reflect customer service expectations for internet service providers.

Action Item:
Approve the amendments to Title 8, Chapter 13 clarifying the fiber network and service provider expectations under suspension of the rules requiring three complete and separate readings, 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: Ordinance

C. Public Works

1) Right of Way and Easement Vacation - Old Butte Road Stub Street **23-268**

The owners of the two adjoining properties requested the City consider a public access with private maintenance in lieu of a public street. The request would vacate the hatched area depicted in Exhibit A while reserving the utility easement shown in Exhibit B. The cross-access easement would be retained as shown in Exhibit C and proposed distribution of vacated right of way is shown in Exhibit D. Staff and private utilities have reviewed the vacation request and recommend approval.

Action Item:
Approve the vacation Ordinance under a suspension of the rules requiring three complete and separate readings and request that it by read by title (or consider the ordinance on the first reading, reject the ordinance, or take other action deemed appropriate).

Attachments: Ordinance

D. Community Development Services

1) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, East River Townhomes Division No. 1. **23-263**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for East River Townhomes Division No. 1. The Planning and Zoning Commission considered this item at its December 6, 2022, meeting and unanimously voted to recommend approval for the final plat to the Mayor and City Council as presented. Staff concurs with this recommendation.

Action Item:
1. Approve the Development Agreement for the Final Plat for East River Townhomes Division No. 1 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).
2. Accept or Approve the Final Plat for East River Townhomes Division No. 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 East River Townhomes Division No. 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.docx
Development Agreement

2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Anderson Townhomes Division No. 1. **23-266**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of

Relevant Criteria and Standards for Anderson Townhomes Division No. 1. The Planning and Zoning Commission considered this item at its July 11, 2023, meeting and unanimously voted to recommend approval for the final plat to the Mayor and City Council as presented. Staff concurs with this recommendation.

Action Item:

1. Approve the Development Agreement for the Final Plat for Anderson Townhomes Division No. 1 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).
2. Accept or Approve the Final Plat for Anderson Townhomes Division No. 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 Anderson Townhomes Division No. 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.docx
Development Agreement

E. Municipal Services

1) Approval to Write-Off Unpaid Ambulance Service Accounts **23-249**

The total request for write-off includes calendar years 2022 accounts for Medicare and Medicaid published rates reduced to the maximum allowable rates, with Medicare at $2,038,103.33 or 57% and Medicaid at $1,018,645.50 or 29% of the total write-off request of $3,546,926.04. The remaining $490,177.21 or 14% of the write-off request, includes contractual, collection agency, deceased, bankrupt and approved hardship accounts. The total request for write-off is $280,706.24 less than last fiscal year's request of $3,827,632.28. This is attributable to the combined efforts of the members of the city ambulance committee and the city's contracted collection agency, Professional Credit, to manage the ambulance collection processes more effectively.

Action Item:

Approve the write-off of unpaid ambulance service accounts for the calendar service dates of 2019, 2020, 2021 and 2022 determined as past statute or uncollectible for a total of $3,546,926.04 (or take other action deemed appropriate).

2) Approval to Write-Off Unpaid Utility Service Accounts **23-250**

The recommended write-offs meet the terms of the City's Service Delivery Account Write-Off Policy. For the calendar year 2018, the write-offs represent a total of 562 accounts for a total of $229,078.27. Of this total, $223,264.05 has been reviewed with our utility collection agency, Interstate, which has determined that efforts to collect on these accounts have been exhausted and they are uncollectible.

For the calendar years 2019-2022, a total of $52,444.13 has been identified as uncollectible due to approved bankruptcy of $29,153.06 and deceased accounts, with no known estate of $23,291.07. This year's write-off request is $74,297.41 less than last year's approved write-off request of $355,819.81.

Action Item:
Approve the write-off of $281,522.40 in unpaid utility service accounts which have been determined as uncollectible for the calendar years 2018-2022 (or take other action deemed appropriate).

Attachments: Write-Off Unpaid Utility Service Accounts

3) Approval to Write-Off Unpaid Miscellaneous Revenue Accounts **23-252**

The uncollectible accounts are for the calendar years 2017 - 2022 and meet the terms of the City Service Delivery Account Write-Off Policy where no payment has been posted to the account within a four-year/five-year period; the City's contracted collection agency determined the account is uncollectible; the account is in the name of a deceased person with no known estate; or the Finance division or Department Director recommends an account write-off (in whole or part) because of hardship, collectability, payment schedule, difficulty of collection or another business reason.

Action Item:
Approve the write-off of $38,391.77 in unpaid miscellaneous revenue accounts which have been determined as uncollectible (or take other action deemed appropriate).

4) Quote 23-14, Restoring Civic Center Basement Dressing Rooms, and Restrooms **23-259**

This request is to restore the Civic Center basement dressing rooms and restrooms to their original function following the May 23, 2023, flood to the facility in time for the fall performance season, beginning in October. On August 23, 2023, an opportunity to submit a quote was emailed to a minimum of three local vendors. The quote document included an opportunity for interested vendors for an on-site review of the project on Tuesday, August 29, 2023. Quotes were due on Friday, September 1, 2023, by 4:00 pm. The city received only one quote from Alan Clark Construction.

Action Item:
Approve the quote received from Alan Clark Construction for a total of $132,055.00 (or take other action deemed appropriate).

Attachments: Quote 23-14 Civic Center Restoration Tabulation

5) Public Hearing for Proposed Fees for Fiscal Year 2023/24 **23-251**

Eleven Public Works proposed fees for the 2023/24 water division were inadvertently left off the proposed fee schedule for public hearing on Thursday, August 10, 2023. Pursuant to Idaho Code §50-1002, another 14-day advance notice of a public hearing was published in the Post Register on Wednesday, August 30, 2023 online and Friday, September 1, 2023 in print, pursuant to Idaho Code §60-106A, for this public hearing to be held on Thursday, September 14, 2023, at 7:30 pm in the City Council Chambers of the City Annex Building located at 680 Park Avenue, Idaho Falls, Idaho.

Action Item:
Conduct a public hearing for proposed fees for the 2023/24 fee schedule (or take other action deemed appropriate).

Attachments: Proposed Fees-Changes Only-Water corrections 2023-08-25

F. City Attorney

1) Noise Ordinance **23-253**

Noise control responds to the danger posed by noise to the health and welfare of the City's citizens. The City does not currently regulate noise. The draft ordinance would prohibit loud, repetitive, or high-pitched noises as a nuisance noise. The draft ordinance would also limit noise created by music, manufacturing, fireworks, and construction in residential areas during late night and early morning hours. The draft ordinance also prohibits excessive noise created by motor vehicles and motor vehicle systems that have been modified to produce sound.

The draft ordinance specifies certain exemptions, such as emergency responders, lawful parades, permitted special events, snow removal, and construction outside of residential areas that is exempt from the noise ordinance. The draft ordinance also includes a process to receive a night construction residential area noise permit to allow noise to be created during the late night and early morning hours in residential areas when meeting certain conditions.

Action Item:
Approve the Ordinance amending Title 5, Chapter 5 by adding Section 9 prohibiting nuisance noises to regulate the time, place, and manner of noise generated by a variety of activities and establishing penalties for violations, under a suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the ordinance on the first reading, reject the ordinance, or take other action deemed appropriate).

Attachments: Noise Ordinance as Simplified Draft 8.24.23.pdf

2) Changes to Certain On-street or Alley Parking Time Limits. **23-254**

Certain on-street parking time limits (not in the Downtown Area) are inconsistent and require clarity, including time limits applied to operable vehicles, motorhomes, and trailers. This Ordinance corrects inconsistencies.

Action Item:
Approve the Ordinance regulating on-street and alley parking of vehicles 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: Ordinance - Title 9 Ch 4 Public Street Parking 8.29.23.pdf

3) Clarifying use of pronouns in the City Code and exempting City employees and agents from prosecution for City Code violations when **23-255**

acting reasonably within the course of employment.

The City remains committed to the principles of diversity, equity, inclusivity, accessibility, fair treatment,
and nondiscrimination for all visitors and residents, so it desires to remove potential misunderstanding of the use of pronouns in its Code by clarifying pronoun neutrality. Additionally, City employees and agents are sometimes required by the nature of their employment to perform functions not allowed to others (such as in response to emergencies, required to provide maintenance, access to properties not open to the public, etc.). This Ordinance exempts such City employees and agents from prosecution where they are acting reasonably within the course and scope of their employment.

Action Item:
Approve the Ordinance clarifying the neutral use of pronouns in the City Code and exempting City employees and agents from City Code violation when acting reasonably with the course of employment 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: Ordinance - Title 1 Ch 4 Employee Exemptions, Gender Neutrality 8.29.23.pdf

4) Clarification that the City Forester is authorized to enforce City Code provisions regulating public and private tree public nuisances. **23-256**

The City Forester is charged with determining whether trees or shrubs within the City are public nuisances, as defined in the Code. Code enforcement officers in the Police and Legal Departments then assist in the City's coordinated prosecution efforts, as needed. The language of the proposed Ordinance makes the role of the City Forester clear.

Action Item:
Approve the Ordinance clarifying that the City Forester is authorized to enforce City Code provisions regulating public and private tree public nuisances 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: Ordinance - Title 8 Chapter 9 Tree Nuisance 8.29.23.pdf

5) Defining the word "quorum" and applying it to City public meetings and actions of the Council and City boards, committees, and commissions. **23-257**

This Ordinance defines the word and concept of a "quorum" and applies it consistently to the various operations and decisions made by the Council and various City boards, committees, and commissions, in order to sustain confidence in City decisions and in compliance with State open meetings requirements.

Action Item:
Approve the Ordinance defining the word "quorum" and applying it to City public meetings and actions

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: Ordinance - Title 1 Ch 3 Quorum and Attendance Definitions 8.29.23.pdf

6) An Ordinance clarifying that the Board of Adjustment considers appeals of the City Building Official's decisions and reducing the number of Board members from seven to five. **23-258**

This Ordinance clarifies that a duty of the City's Board of Adjustment includes consideration of any appeal of the City Building Official's decisions regarding a City-adopted building code, e.g., a City-adopted code promulgated by the International Code Council or a similar construction-related City Code. Appeals otherwise authorized by the Code will not be considered by the Board of Appeals. Reduction of the number of Board members from seven (7) to five (5) should make convening of a quorum easier without compromising Board decision making.

Action Item:
Approve the Ordinance clarifying that the Board of Adjustment considers appeals of the City Building Official's decisions, and reducing the number of Board members from seven to five 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: Ordinance - Title 2 Ch 3 Board of Adjustment 8.29.23.pdf

7) Ordinance amending War Bonnet Roundup Rodeo Advisory Committee membership **23-267**

The City's relationship with the Shoshone Bannock Tribes is precious and vital to the continuing success of the War Bonnet Roundup Rodeo. Currently, the War Bonnet Roundup Rodeo Advisory Committee requires that a member of the Shoshone Bannock Tribes be designated as one of its voting members. This requirement appears to have inadvertently and unnecessarily burdened the Tribes, whic have asked that it be changed to allow Advisory Committee membership to be optional rather than required. The Ordinance honors the Tribes' request and also streamlines language regarding Advisory Committee members' breadth of knowledge.

Action Item:
Approve the Ordinance amending War Bonnet Roundup Rodeo Advisory Committee membership under a suspension of the rules requiring three complete and separate readings, 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: Ordinance

6. Announcements.

7. Adjournment.

Memorandum

File #: 23-247 **City Council Meeting**

FROM: Chief Bryce Johnson
DATE: Tuesday, August 22, 2023
DEPARTMENT: Police Department

Subject
School Resource Officer Agreement with Idaho Falls School District 91

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Authorize the Mayor to sign the School Resource Officer Agreement with School District 91 (or take other action deemed appropriate).

Description, Background Information & Purpose
This is an agreement between Idaho Falls School District 91 and the Idaho Falls Police Department establishing each entity's obligations under the School Resource Officer (SRO) program. The agreement would provide a total of five (5) SROs to the District. The terms of this agreement are essentially unchanged from the previous SRO agreement dated February 21, 2023, which expired on August 31, 2023. The salary and benefits of the five SROs are cost-shared between District and the City of Idaho Falls. For the first two (2) SROs, the District pays 70% of the cost and the City pays 30% of the cost. For the second two (2) SROs, the District pays 50% of the cost and City pays 50% of the cost. For the final SRO position, the District pays 100% of the cost.

IFPD has provided sworn police officers to work as SROs within the District for many years. IFPD is pleased to continue these services for the 2023-2024 school year.

Alignment with City & Department Planning Objectives



☒ ☐ ☐ ☒ ☐ ☒ ☐ ☐

This agreement fosters a positive learning environment for students of D91 and provides for the safety and security of the students and staff of the District.

Interdepartmental Coordination
N/A

Fiscal Impact
As stated above, the salary and benefits of the five (5) SROs under the Agreement are cost-shared between District 91 and the City of Idaho Falls. For the 2023-2024 school year, the amount the District will pay to the City is $364,474.89.

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

SCHOOL RESOURCE OFFICER AGREEMENT

THIS SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN (hereinafter "Agreement") made and entered into this 10th day of August, 2023 by and between the CITY OF IDAHO FALLS, ID, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Idaho Falls School District No. 91, 690 John Adams, Idaho Falls, Idaho 83401 (hereinafter "DISTRICT").

WITNESSETH:

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

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

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

NOW THEREFORE it is hereby agreed as follows:

1. **CITY Police Officers.** Subject to the approval by DISTRICT on an officer-by-officer basis, CITY agrees to provide for the use and benefit of DISTRICT sworn police officers to work as School Resource Officers ("SROs") within the schools operated by DISTRICT within the CITY, provided CITY shall have no obligation to provide a substitute officer during times when an SRO is taking mandatory training, approved vacation, holiday, sick leave, or other leave or absences beyond the control of the CITY. Such police officers shall be available during the time when school is in session during the term of this Agreement.

2. **Term of this Agreement.** The term of this Agreement shall commence on the execution of this Agreement and shall terminate on August 31, 2024.

3. **Compensation.** In consideration for the services provided herein, the parties agree to the following compensation:

    a. <u>For Two (2) SROs.</u> DISTRICT agrees to pay CITY an amount equal to seventy percent (70%) of each SROs wages and seventy percent (70%) of the cost of each SROs benefits, as hereinafter stated, for the entire term of this Agreement, irrespective of whether school is in session. In particular, DISTRICT shall pay CITY seventy percent (70%) of all compensation paid to all SROs and seventy percent (70%) of each officer's FICA withholdings, PERSI withholdings, and the

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

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

c. For One (1) SRO. DISTRICT agrees to pay CITY an amount equal to one hundred percent (100%) of this SRO's wages and one hundred percent (100%) of the cost of this SRO's benefits, as hereinafter stated, for the entire term of this Agreement, irrespective of whether school is in session. In particular, DISTRICT shall pay CITY one hundred percent (100%) of all compensation paid to this SRO and one hundred percent (100%) of this officer's FICA withholdings, PERSI withholdings, and the premiums for workers' compensation, health, and accident insurance and life insurance attributable to this SRO.

d. SROs Overtime. DISTRICT will pay one hundred percent (100%) of overtime earned by any and all SROs engaged pursuant to this Agreement for DISTRICT-related activities. Overtime earned by an SRO from a criminal investigation or arrest will be paid one hundred percent (100%) by CITY.

Payment or DISTRICT's share or such wages and benefits, as outlined in this section, shall be due no later than the 30th day of June during the term hereof, provided CITY sends an invoice to DISTRICT at least fifteen (15) days prior to such due date. Each invoice shall be for wages and benefits paid since August 31, 2023, or since the date or the last payment.

4. **Work Schedules**. DISTRICT shall have the right to establish and direct the work hours and work days for all SROs, including the right, if necessary, to require SROs to work on holidays established by the Idaho Falls City Personnel Policy and to require SROs to work in excess of an eight (8) hour day, provided in such event, any overtime compensation paid to or accrued by an SRO and arising from such holiday pay or overtime work, shall be included within the compensation in which DISTRICT is required to participate. DISTRICT may change the shift hours of the SRO to accommodate scheduled school related events that require security or the presence of the SRO.

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

6. **Uniforms and Equipment.** CITY will provide each SRO with all equipment, uniforms, weapons, communications equipment, and other accessories as necessary to perform his/her duties and as are customarily supplied for police officers generally. Weapons and munitions that are stored in any SRO office will be secured in lockers and safes provided by CITY. The control and security of SRO weaponry will be the responsibility of CITY. CITY will provide each SRO with a computer, network interface card and associated software capable of communicating with and through the CITY Records Management System.

7. **Equipment Provided by District.** DISTRICT shall provide an office, desk, telephone, and necessary office supplies for use by each SRO. DISTRICT will also provide an internet connection for use by each SRO.

8. **Liability Insurance; Waiver of Indemnification and Contribution Rights.** DISTRICT and CITY shall each be separately responsible to obtain and maintain their own policy of liability insurance for claims arising against either of them as a result of any act or omission by each SRO and neither shall have any obligation or duty to procure liability insurance for the other. To the fullest extent permitted by law and by the terms and conditions of both parties' general, police liability, or errors and omissions insurance policies, each party waives, as against the other, any claim for indemnification or

contribution arising out or any negligent act or omission by any SRO while acting within the course and scope of his duties whenever such act or omission causes property damage or personal harm, injury, or death to a third party. To the extent such waiver is not allowed by any policy of one part). The waiver shall not be applicable to the other party.

9. **Complete Agreement.** This writing evidences the complete and final agreement of the parties and no prior statement, representation, or understanding shall be assumed. In addition, this Agreement supplants, replaces, and supersedes all prior SRO Agreements between the parties, including, but not limited to, the February 21, 2023, SRO Agreement.

ATTEST:

City of Idaho Falls, Idaho

"CITY"

By_____
Corrin Wilde, City Clerk

By_____
Rebecca L. Noah Casper, Ph.D., Mayor

By Karla LaOrange
Karla Laorange, District 91 Superintendent

Memorandum

File #: 23-248 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Thursday, August 24, 2023
DEPARTMENT: Idaho Falls Power

Subject
Brookfield Renewable Trade Confirmation Agreements

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Ratify Brookfield Renewable's trade agreements (or take other action deemed appropriate).

Description, Background Information & Purpose
Idaho Falls Power requests ratification of these power trade agreements with Brookfield Renewable Trading and Marketing to purchase 10-MW of heavy load hours for the period of October 2023 through March 2024 at a total cost of $1,735,442 and sell 10 to 15 MWs of light load energy for the period of January 2024 through September 2024 for a total amount of $2,563,487. These transactions comply with the energy risk management policy and reduce deficit and surplus power supply positions.

Alignment with City & Department Planning Objectives



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This action supports our readiness for good governance by supporting decision making with timely and accurate short-term analysis that enhances vision and planning, ensuring access to reliable and affordable power. It also supports the financial stability and risk management element of the IFP Strategic Plan.

Interdepartmental Coordination
n/a

Fiscal Impact
These transactions are within IFP's planned power supply budget.

Legal Review

n/a

powered by Legistar™

Brookfield
Renewable U.S.

To:	City of Idaho Falls - Idaho Falls Power (Counterparty)	**From:**	Brookfield Renewable Trading and Marketing LP (BRTMLP) ConfirmationEmails@brookfieldrenewable.com, 41 rue Victoria Gatineau, QC J8X 2A1
Attention:	IFP GM	**Confirmations:**	Data Control
Email:	bprairie@ifpower.org	**Telephone:**	8195616244
Facsimile:	208.612.8435	**Facsimile:**	
Date:	August 14, 2023	**Reference #:**	wTD2019306

This confirmation letter shall confirm the transaction agreed to between Brookfield Renewable Trading and Marketing LP ("BRTMLP") and City of Idaho Falls - Idaho Falls Power ("Counterparty") regarding the sale of energy (the "Transaction") subject to the terms and conditions of the Western System Power Pool Agreement (the "Agreement").

The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Buyer	Brookfield Renewable Trading and Marketing LP
Seller	City of Idaho Falls - Idaho Falls Power
Trade Date	June 28, 2023
Term	January 1, 2024 to March 31, 2024
Product	Firm
Volume of Energy	9510.00 MWh
Delivery Rate	10.00 MW
Delivery Period	January 1, 2024 to March 31, 2024 Off Peak Hours: From the Hour Ending(HE)0100 to and including HE 0600 and HE 2300 to and including HE 2400 Monday to Saturday and HE0100 to HE2400 Sunday and NERC Holidays.
Contract Price	79.44$/MWh
Product and Delivery Point	BRTM choice of delivery from the following: (1) ACS at BPA ~~Mid-C~~ (2) unspecified/ brown power at Mona or (3) carbon free specified source from Bulb or Gem at the bus bar. Notification of delivery point to be provided to Seller on a day ahead basis as per WECC prescheduling calendar ("Deadline"). If Seller fails to notify Buyer of the Delivery Point by the Deadline, Seller shall deliver to the BPA Busbar.
Scheduling	Provisions of the Agreement shall apply.

This Confirmation may be executed in one or more counterparts, either in original or facsimile form, each of which shall constitute an original and all of which together shall constitute one and the same agreement. When executed by the parties through facsimile transmission, this Confirmation shall constitute the original agreement between the parties and the parties hereby adopt the signatures printed by the receiving facsimile machine as the original signatures of the parties.

If this Confirmation correctly sets forth the terms of the Transaction that we have entered into, please promptly confirm in a reply to us by signing below and sending this Confirmation (or a copy hereof) to us (notifying us of any bona fide error that would require revision in order to accurately reflect our agreement on the Transaction) by facsimile transmission within two Business Days after your receipt of this Confirmation. If you fail to so reply within such time period, the terms hereof will constitute binding and conclusive evidence of the Transaction. We will look forward to receiving your prompt reply.

Yours sincerely,

Confirmed as of the date first written:

BROOKFIELD RENEWABLE TRADING AND MARKETING LP

By: Marco Talamo
Marco Talamo (Aug 16, 2023 08:01 EDT)

Name:

Title:

Date:

CITY OF IDAHO FALLS - IDAHO FALLS POWER

By:

Name: Bear Prairie

Title: GM

Date: 8/15/23

Brookfield
Renewable U.S.

To:	City of Idaho Falls - Idaho Falls Power (Counterparty)	**From:**	Brookfield Renewable Trading and Marketing LP (BRTMLP) ConfirmationEmails@brookfieldrenewable.com, 41 rue Victoria Gatineau, QC J8X 2A1
Attention:	IFP GM	**Confirmations:**	Data Control
Email:	bprairie@ifpower.org	**Telephone:**	8195616244
Facsimile:	208.612.8435	**Facsimile:**	
Date:	August 14, 2023	**Reference #:**	wTD2019258

This confirmation letter shall confirm the transaction agreed to between Brookfield Renewable Trading and Marketing LP ("BRTMLP") and City of Idaho Falls - Idaho Falls Power ("Counterparty") regarding the sale of energy (the "Transaction") subject to the terms and conditions of the Western System Power Pool Agreement (the "Agreement").

The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Buyer	City of Idaho Falls - Idaho Falls Power
Seller	Brookfield Renewable Trading and Marketing LP
Trade Date	June 28, 2023
Term	October 1, 2023 to December 31, 2023
Product	Firm
Volume of Energy	12160.00 MWh
Delivery Rate	10.00 MW
Delivery Period	October 1, 2023 to December 31, 2023On Peak Hours: From the Hour Ending(HE)0800 to and including HE 2300 Monday to Saturday not including NERC Holidays.
Contract Price	69.01$/MWh
Product and Delivery Point	Mona
Scheduling	Provisions of the Agreement shall apply.

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Yours sincerely,

Confirmed as of the date first written:

BROOKFIELD RENEWABLE TRADING AND MARKETING LP

By: Marco Talamo
Marco Talamo (Aug 16, 2023 08:00 EDT)

Name:

Title:

Date:

CITY OF IDAHO FALLS - IDAHO FALLS POWER

By:

Name: Bear Prairie

Title: GM

Date: 8/16/23

Brookfield
Renewable U.S.

To:	City of Idaho Falls - Idaho Falls Power (Counterparty)	**From:**	Brookfield Renewable Trading and Marketing LP (BRTMLP) ConfirmationEmails@brookfieldrenewable.com, 41 rue Victoria Gatineau, QC J8X 2A1
Attention:	IFP GM	**Confirmations:**	Data Control
Email:	bprairie@ifpower.org	**Telephone:**	8195616244
Facsimile:	208.612.8435	**Facsimile:**	
Date:	August 14, 2023	**Reference #:**	wTD2019312

This confirmation letter shall confirm the transaction agreed to between Brookfield Renewable Trading and Marketing LP ("BRTMLP") and City of Idaho Falls - Idaho Falls Power ("Counterparty") regarding the sale of energy (the "Transaction") subject to the terms and conditions of the Western System Power Pool Agreement (the "Agreement").

The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Buyer	Brookfield Renewable Trading and Marketing LP
Seller	City of Idaho Falls - Idaho Falls Power
Trade Date	June 28, 2023
Term	July 1, 2024 to September 30, 2024
Product	Firm
Volume of Energy	14640.00 MWh
Delivery Rate	15.00 MW
Delivery Period	July 1, 2024 to September 30, 2024 Off Peak Hours: From the Hour Ending(HE)0100 to and including HE 0600 and HE 2300 to and including HE 2400 Monday to Saturday and HE0100 to HE2400 Sunday and NERC Holidays.
Contract Price	82.17$/MWh
Product and Delivery Point	BRTM choice of delivery from the following: (1) ACS at BPA ~~Mid-C~~ (2) unspecified/ brown power at Mona or (3) carbon free specified source from Bulb or Gem at the bus bar. Notification of delivery point to be provided to Seller on a day ahead basis as per WECC prescheduling calendar ("Deadline"). If Seller fails to notify Buyer of the Delivery Point by the Deadline, Seller shall deliver to the BPA Busbar.
Scheduling	Provisions of the Agreement shall apply.

This Confirmation may be executed in one or more counterparts, either in original or facsimile form, each of which shall constitute an original and all of which together shall constitute one and the same agreement. When executed by the parties through facsimile transmission, this Confirmation shall constitute the original agreement between the parties and the parties hereby adopt the signatures printed by the receiving facsimile machine as the original signatures of the parties.

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Yours sincerely,

Confirmed as of the date first written:

BROOKFIELD RENEWABLE TRADING AND MARKETING LP

By: Marco Talamo
Marco Talamo (Aug 16, 2023 07:59 EDT)

Name:

Title:

Date:

CITY OF IDAHO FALLS - IDAHO FALLS POWER

By: Bear Prairie

Name: Bear Prairie

Title: GM

Date: 8/14/23

Brookfield
Renewable U.S.

To:	City of Idaho Falls - Idaho Falls Power (Counterparty)	**From:**	Brookfield Renewable Trading and Marketing LP (BRTMLP) ConfirmationEmails@brookfieldrenewable.com, 41 rue Victoria Gatineau, QC J8X 2A1
Attention:	IFP GM	**Confirmations:**	Data Control
Email:	bprairie@ifpower.org	**Telephone:**	8195616244
Facsimile:	208.612.8435	**Facsimile:**	
Date:	August 14, 2023	**Reference #:**	wTD2019311

This confirmation letter shall confirm the transaction agreed to between Brookfield Renewable Trading and Marketing LP ("BRTMLP") and City of Idaho Falls - Idaho Falls Power ("Counterparty") regarding the sale of energy (the "Transaction") subject to the terms and conditions of the Western System Power Pool Agreement (the "Agreement").

The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Buyer	Brookfield Renewable Trading and Marketing LP
Seller	City of Idaho Falls - Idaho Falls Power
Trade Date	June 28, 2023
Term	April 1, 2024 to June 30, 2024
Product	Firm
Volume of Energy	14280.00 MWh
Delivery Rate	15.00 MW
Delivery Period	April 1, 2024 to June 30, 2024 Off Peak Hours: From the Hour Ending(HE)0100 to and including HE 0600 and HE 2300 to and including HE 2400 Monday to Saturday and HE0100 to HE2400 Sunday and NERC Holidays.
Contract Price	42.37$/MWh
Product and Delivery Point	BPA Bus/BPA Raw
Scheduling	Provisions of the Agreement shall apply.

This Confirmation may be executed in one or more counterparts, either in original or facsimile form, each of which shall constitute an original and all of which together shall constitute one and the same agreement. When executed by the parties through facsimile transmission, this Confirmation shall constitute the original agreement between the parties and the parties hereby adopt the signatures printed by the receiving facsimile machine as the original signatures of the parties.

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Yours sincerely,

Confirmed as of the date first written:

BROOKFIELD RENEWABLE TRADING AND MARKETING LP

By: Marco Talamo
Marco Talamo (Aug 16, 2023 08:00 EDT)

Name:

Title:

Date:

CITY OF IDAHO FALLS - IDAHO FALLS POWER

By:

Name: Bear Prairie

Title: GM

Date: 8/14/23

Brookfield
Renewable U.S.

To:	City of Idaho Falls - Idaho Falls Power (Counterparty)	**From:**	Brookfield Renewable Trading and Marketing LP (BRTMLP) ConfirmationEmails@brookfieldrenewable.com, 41 rue Victoria Gatineau, QC J8X 2A1
Attention:	IFP GM	**Confirmations:**	Data Control
Email:	bprairie@ifpower.org	**Telephone:**	8195616244
Facsimile:	208.612.8435	**Facsimile:**	
Date:	August 14, 2023	**Reference #:**	wTD2019266

This confirmation letter shall confirm the transaction agreed to between Brookfield Renewable Trading and Marketing LP ("BRTMLP") and City of Idaho Falls - Idaho Falls Power ("Counterparty") regarding the sale of energy (the "Transaction") subject to the terms and conditions of the Western System Power Pool Agreement (the "Agreement").

The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Buyer	City of Idaho Falls - Idaho Falls Power
Seller	Brookfield Renewable Trading and Marketing LP
Trade Date	June 28, 2023
Term	January 1, 2024 to March 30, 2024
Product	Firm
Volume of Energy	12320.00 MWh
Delivery Rate	10.00 MW
Delivery Period	January 1, 2024 to March 30, 2024 On Peak Hours: From the Hour Ending(HE)0800 to and including HE 2300 Monday to Saturday not including NERC Holidays.
Contract Price	72.75$/MWh
Product and Delivery Point	Mona
Scheduling	Provisions of the Agreement shall apply.

This Confirmation may be executed in one or more counterparts, either in original or facsimile form, each of which shall constitute an original and all of which together shall constitute one and the same agreement. When executed by the parties through facsimile transmission, this Confirmation shall constitute the original agreement between the parties and the parties hereby adopt the signatures printed by the receiving facsimile machine as the original signatures of the parties.

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Yours sincerely,

Confirmed as of the date first written:

BROOKFIELD RENEWABLE TRADING AND MARKETING LP

By: Marco Talamo
Marco Talamo (Aug 16, 2023 08:00 EDT)

Name:

Title:

Date:

CITY OF IDAHO FALLS - IDAHO FALLS POWER

By:

Name: Bear Prairie

Title: GM

Date: 8/14/23

Memorandum

File #: 23-269 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Friday, September 8, 2023
DEPARTMENT: Idaho Falls Power

Subject
Idaho Falls Power Board Meeting Minutes - August Meeting

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve Idaho Falls Power Board Meeting minutes from August 9, 2023 (or take other action deemed appropriate).

Description, Background Information & Purpose
The Idaho Open Meeting Law requires the governing body of a public agency provide for the taking of written minutes for all public meetings.

Alignment with City & Department Planning Objectives



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The action is in accordance with Idaho Code § 74-205(1) and supports good governance by demonstrating sound management and enabling trust and transparency.

Interdepartmental Coordination
n/a

Fiscal Impact
n/a

Legal Review
n/a

August 9, 2023 Unapproved

The Idaho Falls Power Board of the City of Idaho Falls met Wednesday, August 9, 2023, at the Idaho Falls Power Boardroom, 140 S. Capital, Idaho Falls, Idaho at 7:45 a.m.

Call to Order, Roll Call, and Announcements:
There were present:
Mayor Rebecca L Noah Casper
Board Member Michelle Ziel-Dingman (via Zoom)
Board Member Tom Hally
Board Member Jim Francis
Board Member Jim Freeman
Board Member John Radford
Board Member Lisa Burtenshaw

Also present:
Bear Prairie, Idaho Falls Power (IFP) General Manager
Stephen Boorman, IFP Assistant General Manager (AGM)
Josh Roos, IFP Chief Financial Officer (CFO)
Randy Fife, City of Idaho Falls Attorney
Linda Lundquist, IFP Board Secretary

Mayor Casper called the meeting to order at 7:48 a.m.

Calendar, Announcements, Events and Updates
General Manager (GM) Bear Prairie reviewed IFP's memo items for the two upcoming City Council meetings and explained that the increased budget for the Eastern Idaho Community Action Partnership (EICAP) agreement is for energy efficiency programs and something that IFP has partnered with EICAP for many years on. Mayor Casper said she thought the Carbon Free Power Project (CFPP) decision may get pushed to next year and mentioned that Board Member Burtenshaw was looking for riders for the Annual Century Ride. She shared an updated version of the *community engagement* objectives and expressed her desire for two-way conversations between the City and community, the importance of identifying needs that are beneficial to both sides, and a more focused agenda/guest list for future engagement meetings. Board Member Francis asked about the timeline for the peaking plant's request for proposal (RFP), since it appears that the Idaho National Laboratory (INL) has backed out of a firm commitment and Attorney Fife said the RFP is scheduled to go out soon. Board Member Francis expressed his desire to have a discussion about the plant that also compares that resource to large-scale batteries before the RFP goes out and GM Prairie said he's planning a peaking plant discussion in the October Board meeting where he's expecting to have information back from the RFP that will better inform the conversation and decision making with regard to costs, timelines and general recommendation to the Board on if we should proceed with the development of the peaking plant resource based upon the responses. Board Member Hally commented that batteries are continuing to change and improve and thought the Board was committed to a peaking plant and Mayor Casper added that the Board would be better informed with information derived from and RFP. GM Prairie said he locked in $170 megawatt hours (MWh) of heavy load power for this summer and is concerned about price spikes and explained that the natural gas indicator is now looking like $3.50. ($3.50 is equivalent to about $50 MW power.) GM Prairie said the utility will likely burn through several million dollars this summer and pointed out how that could be money put toward paying nearly one third of a gas peaking facility with what peak energy has cost in the past year and added that the facility could be paid off in three years based on current peak market pricing. He explained that markets continue to be volatile both for power and natural gas. He explained that natural gas peaking plants are a direction utilities are still heading as they retire their coal plants and pointed out how fortunate Idaho utilities are to have that option where other states are scrambling for capacity resources. Board Member Hally reiterated that it was his

opinion the topic was thoroughly analyzed and discussed by the Board and that everyone was in alignment to move forward with the RFP and if things looked good to proceed with the peaking plant. Mr. Fife said the Board can always decide to not move forward based on the information from the RFP. Mayor Casper said it was good to continue looking at multiple lanes. Board Member Francis said he was raising his questions because he thought GM Prairie said battery technology was looking good and GM Prairie clarified that battery technology is looking better and better but pointed out that batteries are a different generation resource with only a four-hour solution currently and added that a diversity of resources is best for the utility's portfolio and the peaking plant does not mean we are not continuing to pursue batteries, wind and even geothermal. Mayor Casper said she'd hoped that carbon emitting resources would be used more frugally, and GM Prairie said that dispatchable generation that is within environmental standards, even if not needed 24/7, and would recommend against withholding economic dispatch of resources from the market because this brings reliability to the grid and lowers our overall energy costs. Mayor Casper said she appreciated GM Prairie's expertise along with all the training that has been offered. Board Member Burtenshaw said she has always been in favor of a peaking plant but didn't recall circling back and agreeing to move forward. GM Prairie reiterated that the decision to move forward with construction comes after the RFP stage and will be a decision and vote by the Council in a regular council meeting once they have all the information and deliberation time required. GM Prairie continued with a brief recap of the timeline and decisions that led up to this point: *Board gave land purchase approval; natural gas proposition discussed at length; plant shelved due to the economics from supply chain issues post COVID; INL came to the table, but then the INL pulled back their initial commitments; General Electric wanted full pricing and not the pricing that INL implied they would do; INL pulled back the $3 million they initially committed; CAT offered a few of their units currently in production with no commitment or money down with an executable lead-time at a price that might make good sense; this concept was relayed to the Board and support was given to proceed with an RFP to see what the project might look like economically and operationally; then an RFP was drafted and sent out, which is where we currently are at in the process.* Board Members Burtenshaw and Hally said they were still in favor of moving forward and Board Member Radford said he felt that since the property was already purchased that an RFP should be an expected next logical next step in the process. Board Member Francis doesn't recall making a firm decision to move forward and needs to understand how a peaking plant fits in with battery storage and wants to be sure the Board is keeping consistent with the City's 2019 resolution on lowering carbon emissions. GM Prairie offered that when the information comes back from the RFP with more tangible costs, timelines, etc. that decisions will need to be made with regard to stack height, emissions technology, whether to proceed, etc. Board Member Ziel-Dingman stated that she concurs with GM Prairie's perspective and does think there has been some hesitancy expressed and reminded the Board of the many conversations over a long period of time on this topic and GM Prairie said he would create a living document from prior board meetings about peaking plant conversations and Board Member Ziel-Dingman agreed that was a good idea. Board Member Freeman said he expects pushback either way and thinks the economics are worth the risk to protect the rate payers. Board Member Burtenshaw pointed out that when customers are given an option to pay a little more for clean energy that they often opt for the lowest costs, despite advertising efforts for the Clean Energy Credit program. Mayor Casper said she's concerned about buying a lot of energy at high market pricing and thinks policy makers should be applying the proper vision and is happy the Board is considering many resources.

GM Prairie explained that he is exploring geothermal opportunities outside of Utah Associated Municipal Power Systems (UAMPS) membership and needs to work on an RFP. He pointed out that this type of resource is a 20-25 year contract based on about $70-$75 MW base load power from what he has indicatively heard from a couple of potential providers. GM Prairie explained that IFP is out of the running for a state broadband grant because the application was challenged by Direct Communications and Sparklight over there already being 30mb speeds in the city available and thus not meeting the federal requirements for funding even though he believes this type of speed is not really broadband in the current view/definition. He said that Bonneville Power Administration (BPA) published their strategic plan last

week and released their draft record of decision policy document for the 2028 contracts and are taking comments through mid-October. GM Prairie said this is a big *win* for IFP because transfer customers will be treated the same as the current contract, which is good because we're not connected to the system. He explained that utilities won't be penalized as much as originally proposed for those that developed their own resources during this contract period. The current proposal is a 50% credit and GM Prairie said he will continue to advocate and comment on the merits to move this to 100%. GM Prairie said there will be a formal kickoff with stakeholders for the hydro relicensing project and that Richard would give an update about it in next month's Board meeting. He announced that a local artist was donating a sculpture that would be displayed on Capital Avenue near the rock and turbine, next to IFP building and explained in a wayfinding sign. He explained that the artist gained his inspiration when observing IFP staff netting trout and placing them back in the river upstream. He said he changed his views on how hydropower and the environment can work together to live in harmony after working with IFP staff below Gem State dam.

Fiber Ordinance Update

GM Prairie pointed out that the fiber ordinance is reviewed every few years to make sure it is relevant and prudent. He explained that this amendment is focused on customer service and support and pointed out that with the expansion and creation of the lit fiber business, there needs change in order to work with our dark fiber network in terms of pricing, products offered and general terms of use.

Q3 Financial Report

Chief Financial Officer (CFO) Roos said that fiber is doing great with over 6000 customers. He reviewed the balance sheet and explained how the dollars will be flowing out over the next six months due to construction costs and paying construction contractors. Board Member Radford asked about the monthly cashflow and CFO Roos stated the residential fiber has doubled in revenue from the previous year. GM Prairie explained that all six service providers are charged $2000 per month to be on our network. CFO Roos said we took the final draw down on out bond and pointed out that the airport loan is added back in. GM Prairie estimated that the current improvements (other than buildings) are from three quarters to one billion in assets and is on the low side in his estimation.

GM Prairie explained how the energy market pricing collapsed in May and June due to the nice weather and low flows on the Columbia River. He said the Upper Plant is still off-line due to repairs and will likely get put back into generation in November sometime if all goes well. GM Prairie said the water storage is holding up really well and Board Member Radford commented that the western grid seems to be doing better. GM Prairie said that California has about a 300% above average snowpack so they've had a lot of hydro generation compared to Texas where they have seen $3000-$4000 megawatt hour (MWh). He said the Snake River is about 104% average through September and is projected that winter pricing will be up. GM Prairie said the utility hit an all-time peak of 127.5 MW and noted the winter peak was 163 and commented that summer demand is growing at double the clip over winter. Board Member Radford asked if heat pumps provided much savings and Assistant General Manager (AGM) Boorman said the air conditioning is comparable but that heat pumps are quite efficient for heating. GM Prairie talked about the forward trade details and mentioned that next summer we will be bringing Gem State back into the system for about 18 MW to help with summer energy needs.

IFP Strategic Plan

GM Prairie explained how the reformatted plan will serve as a more useful tool to the Board. He explained how the basic components got organized into the new formatting. There was a discussion on *customer-owned* versus *community-owned* language in IFP's mission statement and it was unanimously decided that *community-owned* was a better representation. GM Prairie explained why the enabling capabilities are the foundation of the plan. Then the Board began working to identify and define the concepts for that section.

Utility Reports

Safety Metrics – GM Prairie stated the importance of the Board's support of the safety program. He explained the rolling 90-day point award system.

Organizational Membership Reports

GM Prairie said the Carbon Free Power Project's Executive Committee signed a letter in support of the National Oceanic and Atmospheric Administration Fisheries and they responded positively with a *thank you.* Board Member Francis asked about a flag he noticed on UAMPS' recent audit.

There being no further business, the meeting adjourned at 11:48 a.m.

s/ Linda Lundquist

Linda Lundquist, BOARD SECRETARY

s/ Rebecca L. Noah Casper

Rebecca L. Noah Casper, MAYOR

Memorandum

File #: 23-261 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, September 1, 2023
DEPARTMENT: Municipal Services

Subject
Declare a Response to an Emergency and Ratify Emergency Restoration Services at City Hall

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Declare that the flooding at City Hall was an emergency that necessarily demanded the immediate expenditure of public money pursuant to Idaho Statute §67-2808 and ratify the emergency restoration services performed by Tobin Restoration at City Hall for a total of $5,163.82 (or take other action deemed appropriate).

Description, Background Information & Purpose
On May 23, 202, a rare and extreme rainstorm occurred and flooded the basement offices and public restrooms causing a significant public calamity and disruption in city operations. In an effort to protect the City's property, Municipal Services contracted with Tobin Restoration to remove the flooded water, remediate the damage caused, and restore the City's property to operating condition. The anticipated costs for this restorative work were anticipated to be less than $75,000, which made the purchase of the services exempt from Idaho Code Title 67, Chapter 28's procurement requirements, Idaho Code §67-2803(2). On June 6, 2023, the City received invoice 8631 in the amount of $46,009.13 for repairs and on June 13, 2023, received invoice 8660 for emergency services. Both invoices were paid pursuant to the authorization granted to the Mayor and the Mayor's designees in Resolution 2020-06 for expenditures under $75,000. On July 7, 2023, the city received invoice 8736 for $5,163.82 for cleaning of salvageable items and the inventory of loss items. During a preparation of the summary of expenditures for the city's insurance company on Friday, September 1, 2023, it was noted the $5,163.82 was paid over the $75,000 authorization. In an effort to provide transparency to the Council and the Public and to comply with Idaho Code Title 67, Chapter 28, Council is requested to ratify the payment of $5,163.83 to Tobin Restoration for the emergency work performed to safeguard City Hall.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☒ ☐ ☐

The ratification of emergency restoration services supports the safe and secure community-oriented result by providing

rapid response to safety solutions that focus on risk reduction and the safeguard of city property.

Interdepartmental Coordination
The expenditures have been reviewed by the city's risk management committee with the recommendation to use risk management funds for the emergency services provided.

Fiscal Impact
The funds to perform emergency restoration services are available within the fiscal year 2022/23 risk management budget. On Friday, September 1, 2023, the city was notified in writing by an ICRMP claims representative that all flood damage invoices are being reviewed for reimbursement subject to the city's current insurance coverage and $25,000 flood deductible.

Legal Review
The Assistant City Attorney concurs that the Council action is within State Statute §67-2808.

TOBIN

3466 E 20th N
Idaho Falls, ID 83401

(208) 523-1080 RCE # 2701

Invoice

Date	Invoice #
7/7/2023	8736

PO 111958
8/4/23

Bill To
City of Idaho Falls 501 S Holmes Ave Idaho Falls, ID 83401 USA

P.O. No.	Terms	Project
		23-329CON

Quantity	Description	Rate	Amount
	Content Cleaning	5,163.82	5,163.82
		Total	$5,163.82

Tobin Restoration, INC.

3466 East 20th North
Idaho Falls, ID. 83401
Office: (208) 523-1080
www.tobinrestoration.com
Tax ID# 82-0398115

Summary

Line Item Total	5,163.82
Material Sales Tax	4.12
Replacement Cost Value	**$5,167.94**
Net Claim	**$5,167.94**

Nate Judy
Estimator

Tobin Restoration, INC.
3466 East 20th North
Idaho Falls, ID. 83401
Office: (208) 523-1080
www.tobinrestoration.com
Tax ID# 82-0398115

Client:	City Hall of Idaho Falls	Home:	(208) 709-2093
Property:	308 Constitution Way Idaho Falls, ID 83402		
Operator:	ESTMATE		
Estimator:	Nate Judy	Business:	(208) 523-1080
Position:	Estimator	E-mail:	nate@tobinrestoration.com
Company:	Tobin Restoration		
Business:	3466 East 20th North Idaho Falls, ID 83401		

Type of Estimate:	Contents Handling and Processing		
Date Entered:	7/6/2023	Date Assigned:	5/23/2023
Date Est. Completed:	7/7/2023	Date Job Completed:	6/2/2023

Price List:	IDIFTB_MAY23
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	CITY_HALL_CONTENTS
File Number:	C-23-02087-18379

CONTENTS HANDLING AND PROCESSING ONLY

GRAND TOTAL: $5,167.94

Thank you for choosing Tobin Restoration INC. for your Contents Cleaning and Processing needs. Listed below you will find a detailed breakdown of the services provided at the above mentioned property. This includes the work necessary to preserve, protect, clean, and store the items located in the property mentioned above.

The IDIFTB_MAY23 price list for the Idaho Falls market was used for some or all of the unit costs. This price list is created and maintained by Tobin Restoration INC. Tobin Restoration performs detailed research on local market pricing each month to ensure accurate and fair rates for all customers.

Any additional details for reconstruction or emergency services will be included in a separate estimate.

Tobin Restoration INC. is a full-service restoration contractor specializing in residential property mitigation, content cleaning/processing, and general contracting services for over 45 years.

Idaho General Contractor License # RCE-2701

Federal Tax ID: 82-0398115

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CITY_HALL_CONTENTS

CITY_HALL_CONTENTS

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Content Manipulation charge - per hour 6 technicians x 4 hours	18.00 HR @	65.00 =	1,170.00
2. Cleaning - Supervisory/Administrative - per hour	4.00 HR @	105.00 =	420.00
3. Cleaning Technician - per hour	20.00 HR @	72.50 =	1,450.00
4. Inventory, Packing, Boxing, and Moving charge - per hour	16.00 HR @	65.00 =	1,040.00
5. CLEANING Solutions and Equipment	2.00 EA @	120.00 =	240.00
6. Provide box, packing paper & tape - small size	20.00 EA @	2.83 =	56.60
7. Dumpster load - Approx. 40 yards, 7-8 tons of debris	1.00 EA @	547.20 =	547.20
8. Tandem axle dump trailer - per load - including dump fees	1.00 EA @	240.02 =	240.02

Memorandum

File #: 23-262 **City Council Meeting**

FROM: Mark Hagedorn, City Treasurer
DATE: Friday, September 1, 2023
DEPARTMENT: Municipal Services

Subject
Treasurer's Report for June 2023

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the Treasurer's Report for the month-ending June 2023 (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 June 2023, total cash and investments totaled $169.9M. Total receipts received and reconciled to the general ledger were reported at $20.9M, which includes revenues of $15.2M and interdepartmental transfers of $5.7M. Total distributions reconciled to the general ledger were reported at $26.4M, which includes salary and benefits of $6.4M, operating costs of $8.4M, capital acquisition construction costs of $8.1M, and interdepartmental transfers of $3.5M. As reported in the attached investment report, the total investments reconciled to the general ledger were reported at $160.1M.

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.

IDAHO FALLS

City-Wide Actual Cash & Investments by Fund

FY 2022-2023 June

#	FUND	Beginning Cash & Investments	Interest Earned	Total Receipts	Total Disbursements	Ending Cash & Investments	FY 2021-2022 June Ending Cash & Investments
1	GENERAL	24,165,404	82,261	4,241,912	6,259,711	22,147,605	26,452,420
10	STREET	9,552,078	26,327	946,097	1,243,568	9,254,608	4,655,734
11	RECREATION	283,633	897	159,496	329,067	114,062	189,030
12	LIBRARY	3,954,432	13,045	96,606	310,502	3,740,536	3,645,815
13	AIRPORT PFC FUND	1,968,920	-	26,834	-	1,995,753	1,447,462
14	MUNICIPAL EQUIP. REPLCMT.	-		-	-	-	-
15	EL. LT. WEATHERIZATION FD	-	-	-	-	-	3,717,785
16	BUSINESS IMPRV. DISTRICT	30,919	94	2,600	126	33,394	109,125
18	GOLF	(280,409)	(1,520)	558,505	413,364	(135,269)	(266,187)
19	RISK MANAGEMENT	3,941,969	12,556	233,334	143,935	4,031,367	3,016,599
20	SELF-INSURANCE FD.	4,594,550	14,111	9,405	18,699	4,585,255	4,521,409
21	AIRPORT CFC FUND	81,449		40,589	331	121,707	-
23	EMERGENCY MEDICAL SERVICES	1,458,051	3,726	861,170	595,903	1,723,318	391,299
24	WILDLAND	791,197	2,539	1,619	11,335	781,481	623,088
32	POLICE IMPACT FEES	138,005	309	16,120	562	153,563	1,442
33	FIRE IMPACT FEES	43,785	111	9,937	178	53,543	1,168
34	PARKS IMPACT FEES	100,413	278	33,578	409	133,582	4,172
35	STREETS IMPACT FEES	546,796	1,235	86,772	2,225	631,342	9,039
41	MUNICIPAL CAPITAL IMP.	2,807,769	8,609	19,524	44,882	2,782,411	2,513,702
42	STREET CAPITAL IMPROVEMENT	608,475	2,988	353,220	3,555	958,140	827,255
43	BRIDGE & ARTERIAL STREET	958,921	3,037	1,963	55,771	905,113	893,393
45	SURFACE DRAINAGE	166,535	511	341	678	166,198	199,680
46	TRAFFIC LIGHT CAPITAL IMPRV.	1,215,470	3,954	39,693	20,884	1,234,279	1,295,144
47	PARKS CAPITAL IMPROVEMENT	(72,837)	(188)	9,648	23,229	(86,418)	(44,458)
49	ZOO CAPITAL IMPROVEMENT	595,928	1,740	28,558	2,425	622,061	390,836
50	CIVIC AUDITORIUM CAPITAL IMP.	206,658	635	423	841	206,240	200,344
51	GOLF CAPITAL IMP.	294,915	690	43,861	1,200	337,576	56,161
52	POLICE CAPITAL IMPROVEMENT	(827,641)		2,078,334	2,138,073	(887,379)	(321,759)
60	AIRPORT	974,319	3,843	558,828	1,134,163	398,983	907,731
61	WATER	21,524,223	64,386	1,634,300	1,295,426	21,863,097	19,449,533
62	SANITATION	6,668,975	19,788	572,894	642,762	6,599,107	5,539,826
64	IDAHO FALLS POWER	54,650,609	166,819	5,020,334	7,208,961	52,461,982	36,764,945
67	FIBER	2,430,824	4,400	272,402	1,734,611	968,615	418,931
68	WASTEWATER	29,552,678	90,505	1,919,483	2,043,954	29,428,207	31,146,935
	TOTAL	173,127,013	527,687	19,878,380	25,681,334	167,324,059	148,757,598

IDAHO FALLS

City-Wide Anticipated Revenue to Actual by Fund

#	Fund	FY 2022-2023 June Adjusted Budget	June 2023 Receipts	YTD Total Receipts	Difference-Unrealized Revenue	% of Actual to Budget	FY 2021-2022 June Adjusted Budget	YTD Total Receipts	Difference-Unrealized Revenue	% of Actual to Budget
1	GENERAL FUND	64,377,027	2,596,448	42,157,282	(22,219,745)	65.48%	53,588,052	37,954,306	(15,633,746)	70.83%
10	STREET FUND	8,285,900	229,173	7,823,508	(462,392)	94.42%	7,940,709	5,349,176	(2,591,533)	67.36%
11	RECREATION FUND	2,522,188	122,872	1,823,375	(698,813)	72.29%	3,434,554	1,556,128	(1,878,426)	45.31%
12	LIBRARY FUND	2,946,465	69,073	1,916,422	(1,030,044)	65.04%	3,641,394	2,447,995	(1,193,399)	67.23%
13	AIRPORT PFC FUND	-	26,834	124,612	124,612	-	-	904,634	904,634	-
14	MERF Fund	-	-	-	-	-	2,419,100	-	(2,419,100)	-
15	EL PUBLIC PURPOSE FUND	-	-	-	-	-	1,208,000	350,957	(857,043)	29.05%
16	BUS IMP DISTRICT	115,000	2,474	60,912	(54,088)	52.97%	90,000	62,564	(27,436)	69.52%
18	GOLF FUND	3,402,314	505,151	2,247,919	(1,154,395)	66.07%	3,010,540	2,165,792	(844,748)	71.94%
19	RISK MANAGEMENT FUND	2,266,553	215,570	2,223,739	(42,814)	98.11%	1,955,503	1,186,246	(769,257)	60.66%
20	HEALTH INSURANCE FUND	50,000	(9,295)	78,537	28,537	157.07%	50,000	(87,521)	(137,521)	-175.04%
21	AIRPORT CFC FUND	-	40,258	121,707	121,707	-	-	-	-	-
23	EMERGENCY MEDICAL SERVICE	8,310,404	806,386	7,608,581	(701,823)	91.55%	7,097,114	6,327,081	(770,033)	89.15%
24	WILDLAND FIRE	1,500,000	(1,601)	697,590	(802,410)	46.51%	1,200,000	819,459	(380,541)	68.29%
32	POLICE IMPACT FEES	843,077	15,559	122,228	(720,849)	14.50%	-	1,442	1,442	-
33	FIRE IMPACT FEES	452,282	9,758	40,620	(411,662)	8.98%	-	1,168	1,168	-
34	PARKS & REC IMPACT FEES	900,706	33,169	100,746	(799,960)	11.19%	-	4,172	4,172	-
35	STREETS IMPACT FEES	2,500,000	84,546	502,210	(1,997,790)	20.09%	-	9,039	9,039	-
41	MUNICIPAL CAP IMP	1,290,618	8,097	567,308	(723,310)	43.96%	810,618	459,344	(351,274)	56.67%
42	STREET CAP IMP	4,491,000	350,744	860,530	(3,630,470)	19.16%	307,000	103,319	(203,681)	33.65%
43	BRIDGE & ARTERIAL FUND	-	17,355	227,583	227,583	-	160,000	119,751	(40,249)	74.84%
45	SURFACE DRAINANGE FUND	-	954	9,222	9,222	-	41,500	16,795	(24,705)	40.47%
46	TRAFFIC LIGHT CAP IMP	436,600	34,746	382,475	(54,125)	87.60%	436,596	265,869	(170,727)	60.90%
47	PARKS CAP IMP	90,000	4,417	284,965	194,965	316.63%	65,000	1,262,423	1,197,423	1942.19%
48	FIRE CAP IMP	401,524	6,997	256,426	(145,098)	63.86%	401,524	278,200	(123,324)	69.29%
49	ZOO CAP IMP	1,850,000	26,133	289,366	(1,560,634)	15.64%	2,000,000	102,254	(1,897,746)	5.11%
50	CIVIC AUDITORIUM CAP IMP	400,000	(418)	6,529	(393,471)	1.63%	200,000	(4,244)	(204,244)	-2.12%
51	GOLF CAP IMP	291,600	42,661	222,453	(69,147)	76.29%	291,600	207,455	(84,145)	71.14%
52	POLICE CAP IMP	30,000,000	2,078,334	10,511,671	(19,488,329)	35.04%	30,000,000	1,927,703	(28,072,297)	6.43%
60	AIRPORT FUND	27,732,166	614,422	11,542,604	(16,189,562)	41.62%	14,947,300	4,685,971	(10,261,329)	31.35%
61	WATER FUND	13,609,500	1,164,843	10,422,680	(3,186,820)	76.58%	11,762,500	10,390,518	(1,371,982)	88.34%
62	SANITATION FUND	5,300,000	520,356	4,550,613	(749,387)	85.86%	5,214,000	4,580,695	(633,305)	87.85%
64	ELECTRIC LIGHT FUND	66,607,920	5,774,768	57,775,175	(8,832,745)	86.74%	68,045,982	50,386,846	(17,659,136)	74.05%
67	FIBER	3,750,000	292,794	2,461,328	(1,288,672)	65.64%	1,251,455	1,640,900	389,445	131.12%
68	WASTEWATER	12,650,000	1,115,901	10,908,734	(1,741,266)	86.24%	12,874,000	9,859,295	(3,014,705)	76.58%
	TOTAL	267,372,844	16,799,478	178,929,650	(88,443,194)	66.92%	234,444,041	145,335,733	(89,108,308)	61.99%

IDAHO FALLS

General Fund Revenue to Actual

Description	FY 2022-2023 June Adjusted Budget	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget	FY 2021-2022 June Adjusted Budget	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget
TAXES AND FRANCHISES	**33,960,945**	**21,631,728**	**12,329,217**	**63.70%**	**32,239,503**	**20,706,482**	**11,533,021**	**64.23%**
LICENSES & PERMITS REVENUE	**1,562,026**	**974,471**	**587,555**	**62.39%**	**1,388,500**	**1,424,869**	**(36,369)**	**102.62%**
FEDERAL GRANTS	**3,370,000**	**1,154,343**	**2,215,657**	**34.25%**	**355,555**	**16,433.34**	**339,122**	**4.62%**
STATE GRANTS	**4,631,918**	**1,391,924**	**3,239,994**	**30.05%**	**2,154,325**	**734,981**	**1,419,344**	**34.12%**
STATE SHARED REVENUES	**9,617,693**	**6,900,614**	**2,717,079**	**71.75%**	**7,257,712**	**6,783,599**	**474,113**	**93.47%**
LOCAL SHARED REVENUES	**3,030,792**	**2,464,734**	**566,058**	**81.32%**	**2,305,546**	**1,792,227**	**513,319**	**77.74%**
PAYMENT IN-LIEU-TAX	**4,727,834**	**3,542,129**	**1,185,705**	**74.92%**	**4,635,075**	**3,467,056**	**1,168,019**	**74.80%**
CHARGES FOR SERVICES- GENERAL	**584,350**	**718,680**	**(134,330)**	**122.99%**	**535,500**	**634,368**	**(98,868)**	**118.46%**
CHARGES FOR SERVICES-STREET&ROADWAY	**0**	**215**	**(215)**	**0.00%**	**0**	**160**	**(160)**	**0.00%**
CHARGES FOR SERVICES-ZOO	**851,650**	**401,262**	**450,388**	**47.12%**	**722,253**	**390,252**	**332,001**	**54.03%**
CHARGES FOR SERVICES-PARKS	**362,500**	**197,653**	**164,847**	**54.53%**	**370,000**	**190,977**	**179,023**	**51.62%**
CHARGES FOR SERVICES-CEMETERY	**190,000**	**91,385**	**98,615**	**48.10%**	**175,000**	**135,420**	**39,580**	**77.38%**
CHARGES FOR SERVICES-ANIMAL CONTROL	**116,000**	**73,421**	**42,579**	**63.29%**	**116,000**	**63,050**	**52,950**	**54.35%**
CHARGES FOR SERVICES-COMMUNITY FACILITIES	**127,500**	**94,774**	**32,726**	**74.33%**	**128,000**	**71,895**	**56,105**	**56.17%**
FINES & FORFEITURES	**255,600**	**122,375**	**133,225**	**47.88%**	**258,000**	**154,316**	**103,684**	**59.81%**
INTEREST INCOME	**230,000**	**360,180**	**(130,180)**	**156.60%**	**130,000**	**(540,109)**	**670,109**	**-415.47%**
RENTALS & LEASES	**101,000**	**79,934**	**21,066**	**79.14%**	**111,000**	**69,092**	**41,908**	**62.24%**
REFUNDS	**202,887**	**78,184**	**124,703**	**38.54%**	**212,000**	**278,823**	**(66,823)**	**131.52%**
CONTRIBUTIONS--PRIVATE SOURCES	**110,085**	**268,606**	**(158,521)**	**244.00%**	**360,550**	**128,257**	**232,293**	**35.57%**
OTHER MISCELLANEOUS REV.	**344,247**	**237,962**	**106,285**	**69.13%**	**588,533**	**517,681**	**70,852**	**87.96%**
MERF DEPRECIATION	**-**	**1,372,725**	**(1,372,725)**	**-**	**-**	**1,004,475**	**(1,004,475)**	**-**
OTHER FINANCING SOURCES	**-**	**(18.00)**	**-**	**-**	**(455,000)**	**(70,000)**	**(385,000)**	**15.38%**
GENERAL FUND TOTAL	64,377,027	42,157,282.34	22,219,727	65.48%	53,588,052	37,954,306	15,633,746	70.83%

IDAHO FALLS

General Fund Expenditures- Budget to Actual by Category

FY 2022-2023 June

Category	Adjusted Budget	June 2023 Expenses	YTD Total Expenses	% of Actual to Adj. Budget	Encumbrance	YTD Total Expenses w/ Encumbrances	Difference- Remaining Expense
Salaries and Wages	33,556,078	2,569,995	23,055,160	68.71%	-	23,055,160	10,500,919
Benefits	15,575,528	1,098,295	10,066,519	64.63%	17,771	10,084,290	5,491,238
Current Operating Expense	23,831,610	1,918,971	13,823,973	58.01%	3,384,611	17,208,583	6,623,027
Capital Outlay	2,413,304	244,267	1,162,512	48.17%	189,713	1,352,225	1,061,079
Depreciation	3,423,791	162,994	2,795,464	81.65%	257,124	3,052,587	371,204
Debt Service	2,000,000		480,847	24.04%	-	480,847	1,519,153
Interfund Transfers	(13,716,193)	(1,397,080)	(9,773,261)	71.25%	-	(9,773,261)	(3,942,932)
TOTAL	67,084,118	4,597,440	41,611,214	62.03%	3,849,218	45,460,432	21,623,686

FY 2021-2022 June

Adjusted Budget	YTD Total Expenses	% of Actual to Adj. Budget
30,551,277	21,413,862	70.09%
14,471,036	9,666,500	66.80%
17,560,060	9,473,377	53.95%
2,979,037	1,952,117	65.53%
1,339,300	1,004,475	75.00%
2,000,000	501,798	25.09%
(12,569,426)	(8,676,635)	69.03%
56,331,284	35,335,493	62.73%

IDAHO FALLS

City-Wide Expenditures-Budget to Actual by Category

FY 2022-2023 June

Category	Adjusted Budget	June 2023 Expenses	YTD Total Expenses	% of Actual to Budget	Encumbrances	YTD Total Expenses w/ Encumbrances	Difference-Remaining Expense
Salaries and Wages	58,360,147	4,525,188	40,185,170	68.86%	-	40,185,170	18,174,977
Benefits	26,128,971	1,899,001	17,364,690	66.46%	25,808	17,390,498	8,738,473
Current Operating Expense	130,194,377	8,360,275	70,606,318	54.23%	10,478,122	81,084,440	49,109,937
Capital Outlay	121,750,399	7,077,462	38,284,198	31.44%	41,493,725	79,777,923	41,972,476
Depreciation	9,087,601	588,598	6,165,308	67.84%	1,398,931.48	7,564,240	1,523,361
Debt Service	2,061,000	-	880,399	42.72%		880,399	1,180,601
Interfund Transfers	(14,166,193)	(1,632,479)	(10,174,375)	71.82%		(10,174,375)	(3,991,818)
TOTAL	333,416,302	20,818,045	163,311,708	48.98%	53,396,586	216,708,294	116,708,008

Based on Months 75.00%

Based on Payroll 73.08%

FY 2021-2022 June

Adjusted Budget	YTD Total Expenses	% of Actual to Budget
53,679,889	36,862,140	68.67%
24,149,008	16,412,302	67.96%
114,027,958	56,986,288	49.98%
104,916,143	27,368,594	26.09%
3,953,400	2,941,050	74.39%
3,134,765	950,787	30.33%
(8,969,426)	(8,911,089)	99.35%
294,891,737	132,610,072	44.97%

IDAHO FALLS

General Fund Expenditures- Budget to Actual by Department

FY 2022-2023 June

#	Department	Adjusted Budget	June 2023 Expenses	YTD Total Expenses	% of Actual to Adj. Budget	Encumbrance	YTD Total Expenses w/ Encumbrances	Difference- Remaining Expense
1	MAYOR & COUNCIL	**793,402**	**38,177**	**459,110**	**57.87%**	**34,678**	**493,788**	**299,614**
1	LEGAL	**504,370**	**29,779**	**275,071**	**54.54%**	**4,649**	**279,720**	**224,650**
1	MUNICIPAL SERVICES	**6,969,895**	**295,867**	**3,088,505**	**44.31%**	**1,387,193**	**4,475,698**	**2,494,197**
1	COMMUNITY DEVELOPMENT	**4,510,809**	**383,264**	**2,791,864**	**61.89%**	**767,647**	**3,559,512**	**951,297**
1	HUMAN RESOURCES	**469,025**	**35,072**	**323,153**	**68.90%**	**2,649**	**325,802**	**143,223**
1	POLICE	**23,097,698**	**1,504,134**	**14,815,820**	**64.14%**	**350,837**	**15,166,657**	**7,931,041**
1	FIRE	**14,811,357**	**1,144,435**	**10,954,775**	**73.96%**	**425,499**	**11,380,274**	**3,431,083**
1	PARKS	**12,401,932**	**1,038,639**	**6,973,379**	**56.23%**	**859,525**	**7,832,904**	**4,569,028**
1	GENERAL FUND PUBLIC WORKS	**3,525,630**	**173,373**	**1,974,836**	**56.01%**	**(28,580)**	**1,946,256**	**1,579,374**
	TOTAL	**67,084,118**	**4,642,741**	**41,656,514**	62.10%	**3,804,097**	**45,460,612**	**21,623,506**

Based on Months 75.00%

Based on Payroll 73.08%

FY 2021-2022 June

Adjusted Budget	YTD Total Expenses	% of Actual to Adj. Budget
863,012	**268,094**	**31.06%**
423,563	**351,250**	**82.93%**
5,049,336	**3,514,878**	**69.61%**
3,779,653	**2,082,204**	**55.09%**
390,102	**240,377**	**61.62%**
20,141,629	**12,724,478**	**63.18%**
13,406,241	**9,900,798**	**73.85%**
10,206,824	**5,615,940**	**55.02%**
2,070,924	**637,475**	**30.78%**
56,331,284	**35,335,493**	**62.73%**

IDAHO FALLS

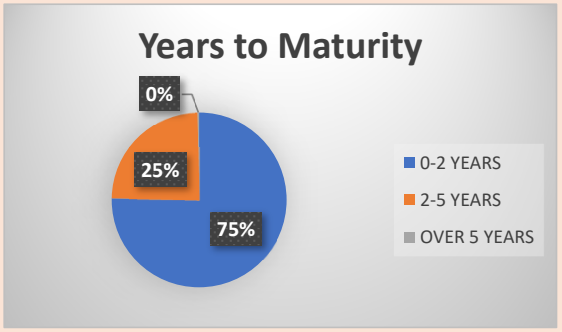
City-Wide Expenditures-Budget to Actual by Fund

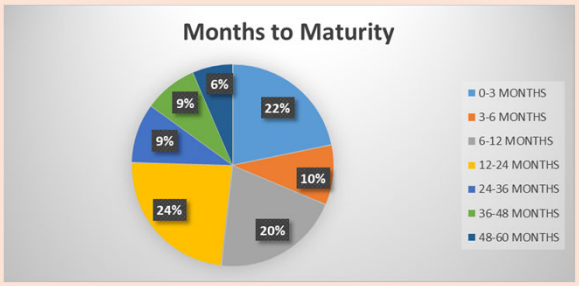
FY 2022-2023 June

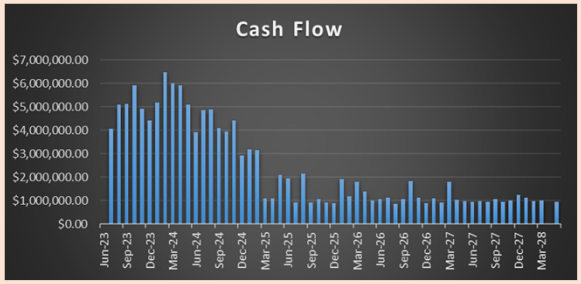
#	Fund	Adjusted Budget	June 2023 Expenses	YTD Total Expenses	% of Actual to Budget	Encumbrances	YTD Total Expenses w/ Encumbrances	Difference-Remaining Expense	FY 2021-2022 June Adjusted Budget	FY 2021-2022 June YTD Total Expenses	FY 2021-2022 June % of Actual to Budget
1	GENERAL FUND	67,084,118	4,642,741	41,656,514	**62.10%**	3,804,097	**45,460,612**	**21,623,506**	**56,331,284**	**35,335,493**	**62.73%**
10	STREET FUND	10,017,196	981,226	4,966,575	**49.58%**	2,369,639	**7,336,214**	**2,680,982**	**9,603,761**	**4,655,906**	**48.48%**
11	RECREATION FUND	2,522,348	267,994	1,735,664	**68.81%**	31,202	**1,766,866**	**755,482**	**3,487,819**	**2,406,288**	**68.99%**
12	LIBRARY FUND	2,983,203	253,803	2,021,224	**67.75%**	359,675	**2,380,899**	**602,304**	**4,464,135**	**2,449,359**	**54.87%**
13	AIRPORT PFC FUND	-	-	-	**0.00%**	-	**-**	**-**	**-**	**-**	**-**
14	MERF Fund	-	-	-	**0.00%**	-	**-**	**-**	**-**	**-**	
15	EL PUBLIC PURPOSE FUND	-	-	-	**0.00%**	-	**-**	**-**	**1,208,000**	**180,605**	**14.95%**
16	BUS IMP DISTRICT	115,000	-	140,500	**122.17%**	-	**140,500**	**(25,500)**	**85,000**	**60,000**	**70.59%**
18	GOLF FUND	3,449,920	371,131	2,386,090	**69.16%**	246,974	**2,633,064**	**816,856**	**3,116,067**	**2,117,563**	**67.96%**
19	RISK MANAGEMENT FUND	4,228,629	137,879	1,707,967	**40.39%**	30,055	**1,738,022**	**2,490,607**	**3,914,496**	**1,696,168**	**43.33%**
20	HEALTH INSURANCE FUND	100,000	-	400.00	**0.40%**	-	**400.00**	**99,600**	**60,000**	**20,000**	**33.33%**
23	EMERGENCY MEDICAL SERVICE	8,797,818	580,065	6,700,506	**76.16%**	111,488	**6,811,994**	**1,985,824**	**6,936,750**	**4,857,435**	**70.02%**
24	WILDLAND FIRE	1,493,964	8,115	156,462	**10.47%**	92,228	**248,691**	**1,245,273**	**1,039,132**	**246,389**	**23.71%**
32	POLICE IMPACT FEES	843,077	-	-	**0.00%**	-	**-**	**843,077**	**-**	**-**	**-**
33	FIRE IMPACT FEES	452,282	-	-	**0.00%**	-	**-**	**452,282**	**-**	**-**	**-**
34	PARKS & REC IMPACT FEES	900,706	21,151	21,150.80	**2.35%**	30,509.20	**51,660.00**	**849,046**	**-**	**-**	**-**
35	STREETS IMPACT FEES	2,500,000	-	-	**0.00%**	-	**-**	**2,500,000**	**-**	**-**	**-**
41	MUNICIPAL CAP IMP	2,000,000	27,974	60,458.51	**0.00%**	9,825	**70,283**	**1,929,717**	**1,080,831**	**194,453**	**17.99%**
42	STREET CAP IMP	4,657,998	66,953	749,334	**16.09%**	156,513	**905,847**	**3,752,151**	**4,750,000**	**86,066**	**1.81%**
43	BRIDGE & ARTERIAL FUND	585,282	51,869	189,302.00	**32.34%**	3	**189,305**	**395,977**	**350,000**	**24,879**	**7.11%**
45	SURFACE DRAINANGE FUND	250,000	715	714.71	**0.29%**	52,050	**52,765**	**197,235**	**50,000**	**808**	**1.62%**
46	TRAFFIC LIGHT CAP IMP	990,000	14,164	409,757.88	**41.39%**	39,119	**448,876**	**541,124**	**545,000**	**212,280.50**	**38.95%**
47	PARKS CAP IMP	16,897	13,318	46,693.68	**276.34%**	800,502	**847,195**	**(830,298)**	**292,919**	**418,812**	**142.98%**
48	FIRE CAP IMP	-	-	-	**0.00%**	-	**-**	**-**	**-**	**-**	**-**
49	ZOO CAP IMP	1,863,320	7,700	152,125	**8.16%**	26,592	**178,717**	**1,684,603**	**1,872,523**	**115,816**	**6.19%**
50	CIVIC AUDITORIUM CAP IMP	600,000	-	-	**0.00%**		**-**	**600,000**	**200,000**	**-**	**-**
51	GOLF CAP IMP	316,698	-	18,998	**6.00%**	74,036	**93,034**	**223,664**	**275,000**	**734,023.59**	**266.92%**
52	POLICE CAP IMP	30,000,000	1,882,711	10,435,856	**34.79%**	8,756,230	**19,192,086**	**10,807,914**	**30,000,000**	**1,096,326.35**	**3.65%**
90	CONTINGENCY	16,553,047	-	-	**0.00%**	-	**-**	**16,553,047**	**14,077,791**	**-**	**-**
60	AIRPORT FUND	27,859,859	788,895	13,386,121	**48.05%**	2,701,800	**16,087,921**	**11,771,938**	**14,982,017**	**4,820,292**	**32.17%**
61	WATER FUND	23,129,218	1,077,567	5,953,184	**25.74%**	11,113,039	**17,066,223**	**6,062,995**	**19,547,021**	**5,539,781**	**28.34%**
62	SANITATION FUND	5,837,496	440,730	3,613,082	**61.89%**	517,047	**4,130,129**	**1,707,367**	**6,333,350**	**4,449,804**	**70.26%**
64	ELECTRIC LIGHT FUND	78,784,577	5,681,902	51,337,990	**65.16%**	5,379,338	**56,717,328**	**22,067,249**	**82,487,907**	**51,332,869**	**62.23%**
67	FIBER	7,543,209	1,098,776	6,211,661	**82.35%**	1,257,539	**7,469,200**	**74,009**	**6,293,260**	**3,869,018**	**61.48%**
68	WASTEWATER	26,940,440	2,976,401	9,829,111	**36.48%**	14,864,788	**24,693,900**	**2,246,540**	**21,507,174**	**5,689,636**	**26.45%**
	TOTAL	333,416,302	21,393,779	163,887,442	49.15%	52,824,287	216,711,730	116,704,572	294,891,737	132,610,072	44.97%

June 2023 Investments Maturity

MONTH	AMOUNT	%
0-3 MONTHS	$ 34,757,688	21.71%
3-6 MONTHS	$ 15,261,870	9.53%
6-12 MONTHS	$ 32,608,215	20.37%
12-24 MONTHS	$ 37,894,324	23.67%
24-36 MONTHS	$ 15,166,360	9.48%
36-48 MONTHS	$ 13,681,483	8.55%
48-60 MONTHS	$ 10,292,356	6.43%
Over 60 MONTHS	$ 404,391	0.25%
Total	**$ 160,066,687**	**100.00%**



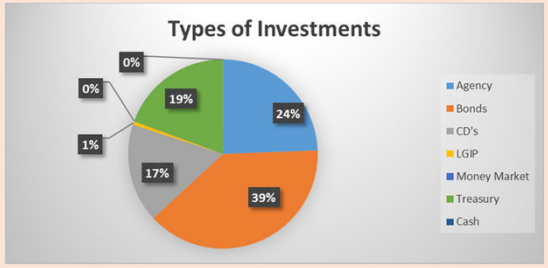




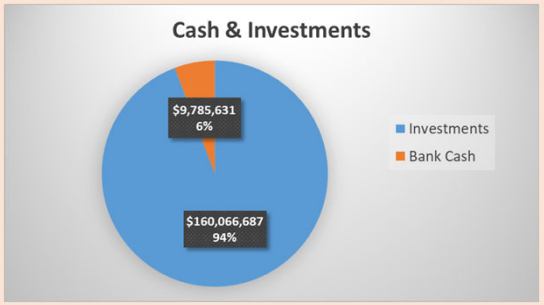
- COIF Investment Policy states that no more than 25 percent of the portfolio may be invested beyond 24 months.
- Currently the City has 25 percent of the portfolio invested beyond 24 months.

June 2023 Types of Investments

TYPE	AMOUNT	%
Agency	$ 39,064,378	24%
Bonds	$ 61,966,477	39%
CD's	$ 27,041,924	17%
LGIP	$ 966,539	1%
Money Market	$ 110,519	0%
Treasury	$ 30,916,840	19%
Cash	$ 10	0.00%
Total	**$ 160,066,687**	**100.00%**



BROKER	AMOUNT	%
LGIP	$ 966,539	0.60%
Wells Fargo	$ 151,471,205	94.63%
Bank of Commerce	$ 1,008,477	0.63%
Key Bank	$ -	0.00%
Idaho Central CU	$ 4,586,782	2.87%
EICU	$ 2,033,684	1.27%
Total	**$ 160,066,687**	**100.00%**



- 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
    - 2022: $142.2M
    - 2023: $160.1M
  - Total Cash & Investment
    - 2022: $149.7M
    - 2023: $169.9M

Memorandum

File #: 23-264 **City Council Meeting**

FROM: Pam Alexander, Impact Fee Administrator
DATE: Tuesday, September 5, 2023
DEPARTMENT: Municipal Services

Subject
2023 First Quarter Impact Fee Report

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

Description, Background Information & Purpose
Ordinance 3510 requires quarterly and annual reports to be provided to the Impact Fee Advisory Committee and Council. The attached Fee Payments Received and Outstanding report is for the first quarter beginning June 1, 2023-August 31, 2023, for a total of $2,734,865.29.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

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

Interdepartmental Coordination
Not applicable.

Fiscal Impact
A total of $2,734,865.29 of impact fees have been calculated and either received or not received for the period June 1, 2023 -August 31, 2023. A total of $814,943.70 has been received for the multi-family single-family; industrial; institutional; office and retail categories. A total of $1,920,011.59 remains outstanding for the above listed categories.

Legal Review

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

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Impact Fee Activity (June 1, 2023 - August 31, 2023) By Category

Impact Fees Calculated and Received by Category

	Multi-Family	Single-Family	Industrial	Institutional	Office	Retail	Percent Received
Police	40,534.50	29,325.75	4,299.75	7,916.63	3,151.80	16,097.37	12%
Fire	38,247.00	23,744.25	505.05	19,402.13	392.70	4,081.77	11%
Parks and Recreation	117,303.00	84,820.50	-	-	-	-	25%
Transporation	162,992.00	183,793.00	13,340.60	24,567.50	9,792.00	30,636.40	52%
	359,076.50	321,683.50	18,145.40	51,886.26	13,336.50	50,815.54	100%
Percentage by Category	44%	39%	2%	6%	2%	6%	100%

Total Impact Fees Calculated and Received (First Quarter)	814,943.70	30%

Impact Fees Calculated and Not Received By Category

	Multi-Family	Single-Family	Industrial	Institutional	Office	Retail	
Police	120,175.58	47,113.50	8,240.40	7,175.01	9,866.07	52,954.61	13%
Fire	113,392.95	38,146.50	967.92	17,584.58	1,229.26	13,427.57	10%
Parks and Recreation	347,774.55	136,269.00	-	-	-	-	25%
Transporation	483,231.20	295,274.00	25,657.04	22,266.08	30,651.84	148,613.93	52%
	1,064,574.28	516,803.00	34,865.36	47,025.67	41,747.17	214,996.11	100%
Percentage by Category	55%	27%	2%	2%	2%	11%	100%

Total Impact Fees Calculated Outstanding (First Quarter)	1,920,011.59	70%
Total Impact Fee Calculated and Not Received (June 1, 2023-August 31, 2023)	**2,734,865.29**	100%
	-	

Impact Fee Activity Summary (Calculated, Received or Not Received)

Year 1 (June 1, 2022 - May 31, 2023)	2,279,456.10
Year 2 (First Quarter)	2,734,865.29
Total (June 1, 2022 - August 31, 2023)	5,014,321.39

Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 6/1/2023 and 8/31/2023

Payments Received

IMP_FEE_MF01: IMPACT FEE MULTIFAMILY POLICE				
Record Number	Description	Address	Account #	Paid Amount
COM23-0039	New 121 Unit, 4 Story, Residential Apartment building	615 RIVERWALK DR	032-2055-325.01-00	$40,202.25
RCOM23-0090	New Accessory Dwelling Unit	947 JEFFERSON AVE	032-2055-325.01-00	$332.25
			Total	**$40,534.50**

Payments Outstanding

IMP_FEE_MF01: IMPACT FEE MULTIFAMILY POLICE				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0082	City Heights-Multi Use Shell and Build-Out	187 E 1ST ST	032-2055-325.01-00	$13,290.00
COM23-0003	36 Plex -A (The Reserve at Snake River Landing)	2411 S PIONEER RD	032-2055-325.01-00	$11,961.00
COM23-0066	Lincoln Crossing BLDG A Shell / Build out 24 units	1522 QUAIL DR BLDG 1	032-2055-325.01-00	$7,974.00
COM23-0067	Lincoln Crossing BLDG B Shell / Build out	1522 QUAIL DR BLDG 2	032-2055-325.01-00	$3,987.00
COM23-0068	Lincoln Crossing BLDG C Shell / Build out 24 units	1522 QUAIL DR BLDG 3	032-2055-325.01-00	$7,974.00
COM23-0069	Lincoln Crossing BLDG D Shell / Build Out 24 Units	1522 QUAIL DR BLDG 5	032-2055-325.01-00	$7,974.00
COM23-0077	Lincoln Crossing BLDG E Shell / Build out	1522 QUAIL DR BLDG 4	032-2055-325.01-00	$7,974.00
COM23-0079	Parkway Townhomes 5 Plex	2700 SNAKE RIVER PKWY	032-2055-325.01-00	$1,661.25
COM23-0080	Parkway Townhomes 7 Plex	2700 SNAKE RIVER PKWY	032-2055-325.01-00	$2,325.75
COM23-0092	Black Feather Apartments BLDG A	600 W ANDERSON ST BLDG 1	032-2055-325.01-00	$7,276.41
COM23-0093	Black Feather Apartments BLDG B	600 W ANDERSON ST BLDG 2	032-2055-325.01-00	$20,799.29
COM23-0094	Black Feather Apartments BLDG C	600 W ANDERSON ST BLDG 3	032-2055-325.01-00	$8,705.13
COM23-0109	Orchard Park Senior Living (55 Plex)	Orchard Park Senior Living	032-2055-325.01-00	$18,273.75
			Total	**$120,175.58**

Payments Received

IMP_FEE_MF02: IMPACT FEE MULTIFAMILY FIRE/EMS				
Record Number	Description	Address	Account #	Paid Amount
COM23-0039	New 121 Unit, 4 Story, Residential Apartment building	615 RIVERWALK DR	033-2355-325.01-00	$34,171.50

COM23-0039	New 121 Unit, 4 Story, Residential Apartment building	615 RIVERWALK DR	033-2355-325.01-00	$3,762.00
RCOM23-0090	New Accessory Dwelling Unit	947 JEFFERSON AVE	033-2355-325.01-00	$313.50
			Total	**$38,247.00**

Payments Outstanding

IMP_FEE_MF02: IMPACT FEE MULTIFAMILY FIRE/EMS				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0082	City Heights-Multi Use Shell and Build-Out	187 E 1ST ST	033-2355-325.01-00	$12,540.00
COM23-0003	36 Plex -A (The Reserve at Snake River Landing)	2411 S PIONEER RD	033-2355-325.01-00	$11,286.00
COM23-0066	Lincoln Crossing BLDG A Shell / Build out 24 units	1522 QUAIL DR BLDG 1	033-2355-325.01-00	$7,524.00
COM23-0067	Lincoln Crossing BLDG B Shell / Build out	1522 QUAIL DR BLDG 2	033-2355-325.01-00	$3,762.00
COM23-0068	Lincoln Crossing BLDG C Shell / Build out 24 units	1522 QUAIL DR BLDG 3	033-2355-325.01-00	$7,524.00
COM23-0069	Lincoln Crossing BLDG D Shell / Build Out 24 Units	1522 QUAIL DR BLDG 5	033-2355-325.01-00	$7,524.00
COM23-0077	Lincoln Crossing BLDG E Shell / Build out	1522 QUAIL DR BLDG 4	033-2355-325.01-00	$7,524.00
COM23-0079	Parkway Townhomes 5 Plex	2700 SNAKE RIVER PKWY	033-2355-325.01-00	$1,567.50
COM23-0080	Parkway Townhomes 7 Plex	2700 SNAKE RIVER PKWY	033-2355-325.01-00	$2,194.50
COM23-0092	Black Feather Apartments BLDG A	600 W ANDERSON ST BLDG 1	033-2355-325.01-00	$6,865.65
COM23-0093	Black Feather Apartments BLDG B	600 W ANDERSON ST BLDG 2	033-2355-325.01-00	$19,625.10
COM23-0094	Black Feather Apartments BLDG C	600 W ANDERSON ST BLDG 3	033-2355-325.01-00	$8,213.70
COM23-0109	Orchard Park Senior Living (55 Plex)	Orchard Park Senior Living	033-2355-325.01-00	$17,242.50
			Total	**$113,392.95**

Payments Received

IMP_FEE_MF03: IMPACT FEE MULTIFAMILY PARKS AND RECREATION				
Record Number	Description	Address	Account #	Paid Amount
COM23-0039	New 121 Unit, 4 Story, Residential Apartment building	615 RIVERWALK DR	034-2755-325.01-00	$116,341.50
RCOM23-0090	New Accessory Dwelling Unit	947 JEFFERSON AVE	034-2755-325.01-00	$961.50
			Total	**$117,303.00**

Payments Outstanding

IMP_FEE_MF03: IMPACT FEE MULTIFAMILY PARKS AND RECREATION

Record Number	Description	Address	Account #	Outstanding Payment
COM22-0082	City Heights-Multi Use Shell and Build-Out	187 E 1ST ST	034-2755-325.01-00	$38,460.00
COM23-0003	36 Plex -A (The Reserve at Snake River Landing)	2411 S PIONEER RD	034-2755-325.01-00	$34,614.00
COM23-0066	Lincoln Crossing BLDG A Shell / Build out 24 units	1522 QUAIL DR BLDG 1	034-2755-325.01-00	$23,076.00
COM23-0067	Lincoln Crossing BLDG B Shell / Build out	1522 QUAIL DR BLDG 2	034-2755-325.01-00	$11,538.00
COM23-0068	Lincoln Crossing BLDG C Shell / Build out 24 units	1522 QUAIL DR BLDG 3	034-2755-325.01-00	$23,076.00
COM23-0069	Lincoln Crossing BLDG D Shell / Build Out 24 Units	1522 QUAIL DR BLDG 5	034-2755-325.01-00	$23,076.00
COM23-0077	Lincoln Crossing BLDG E Shell / Build out	1522 QUAIL DR BLDG 4	034-2755-325.01-00	$23,076.00
COM23-0079	Parkway Townhomes 5 Plex	2700 SNAKE RIVER PKWY	034-2755-325.01-00	$4,807.50
COM23-0080	Parkway Townhomes 7 Plex	2700 SNAKE RIVER PKWY	034-2755-325.01-00	$6,730.50
COM23-0092	Black Feather Apartments BLDG A	600 W ANDERSON ST BLDG 1	034-2755-325.01-00	$21,056.85
COM23-0093	Black Feather Apartments BLDG B	600 W ANDERSON ST BLDG 2	034-2755-325.01-00	$60,189.90
COM23-0094	Black Feather Apartments BLDG C	600 W ANDERSON ST BLDG 3	034-2755-325.01-00	$25,191.30
COM23-0109	Orchard Park Senior Living (55 Plex)	Orchard Park Senior Living	034-2755-325.01-00	$52,882.50
			Total	**$347,774.55**

Payments Received

IMP_FEE_MF04: IMPACT FEE MULTIFAMILY TRANSPORTATION				
Record Number	Description	Address	Account #	Paid Amount
COM23-0039	New 121 Unit, 4 Story, Residential Apartment building	615 RIVERWALK DR	035-4655-325.01-00	$161,656.00
RCOM23-0090	New Accessory Dwelling Unit	947 JEFFERSON AVE	035-4655-325.01-00	$1,336.00
			Total	**$162,992.00**

Payments Outstanding

IMP_FEE_MF04: IMPACT FEE MULTIFAMILY TRANSPORTATION				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0082	City Heights-Multi Use Shell and Build-Out	187 E 1ST ST	035-4655-325.01-00	$53,440.00
COM23-0003	36 Plex -A (The Reserve at Snake River Landing)	2411 S PIONEER RD	035-4655-325.01-00	$48,096.00
COM23-0066	Lincoln Crossing BLDG A Shell / Build out 24 units	1522 QUAIL DR BLDG 1	035-4655-325.01-00	$32,064.00

COM23-0067	Lincoln Crossing BLDG B Shell / Build out	1522 QUAIL DR BLDG 2	035-4655-325.01-00	$16,032.00
COM23-0068	Lincoln Crossing BLDG C Shell / Build out 24 units	1522 QUAIL DR BLDG 3	035-4655-325.01-00	$32,064.00
COM23-0069	Lincoln Crossing BLDG D Shell / Build Out 24 Units	1522 QUAIL DR BLDG 5	035-4655-325.01-00	$32,064.00
COM23-0077	Lincoln Crossing BLDG E Shell / Build out	1522 QUAIL DR BLDG 4	035-4655-325.01-00	$32,064.00
COM23-0079	Parkway Townhomes 5 Plex	2700 SNAKE RIVER PKWY	035-4655-325.01-00	$6,680.00
COM23-0080	Parkway Townhomes 7 Plex	2700 SNAKE RIVER PKWY	035-4655-325.01-00	$9,352.00
COM23-0092	Black Feather Apartments BLDG A	600 W ANDERSON ST BLDG 1	035-4655-325.01-00	$29,258.40
COM23-0093	Black Feather Apartments BLDG B	600 W ANDERSON ST BLDG 2	035-4655-325.01-00	$83,633.60
COM23-0094	Black Feather Apartments BLDG C	600 W ANDERSON ST BLDG 3	035-4655-325.01-00	$35,003.20
COM23-0109	Orchard Park Senior Living (55 Plex)	Orchard Park Senior Living	035-4655-325.01-00	$73,480.00
			Total	**$483,231.20**

Payments Received

IMP_FEE_SF01: IMPACT FEE SINGLE FAMILY POLICE				
Record Number	Description	Address	Account #	Paid Amount
RCOM22-0207	New SFR, M 1104, UPPR 1210, FINB 1123, GAR 1034, COVP 28	232 HIDEOUT DR DR	032-2055-325.01-00	$480.75
RCOM22-0208	New SFR, M 1812, FINB 1895, GAR 1268, COVP 49	220 HIDEOUT DR DR	032-2055-325.01-00	$480.75
RCOM22-0209	New SFR, M 1655, FINB 1643, GAR 911, COVP 31	206 HIDEOUT DR	032-2055-325.01-00	$480.75
RCOM22-0210	New SFR, M 1690, FINB 1676, GAR 876, COVP 15	190 HIDEOUT DR DR	032-2055-325.01-00	$480.75
RCOM22-0393	New SFR, M 1430, FINB 425, UN-FINB 1005, GAR 816, COVP 82	1822 CLARITY LN	032-2055-325.01-00	$480.75
RCOM22-0394	Marin Twinhome - 2 car	1832 CLARITY LN	032-2055-325.01-00	$480.75
RCOM22-0443	New Manufactured Home, M 1173	1733 RAYMOND DR	032-2055-325.01-00	$480.75
RCOM23-0079	New SFR, M 616, Upper 893, Gar 260 (4-Plex Townhome)	361 N FANNING AVE	032-2055-325.01-00	$480.75
RCOM23-0084	4 Plex Townhouse (Smaller), M 660, 2nd 643	128 MARGETTE WAY #1	032-2055-325.01-00	$480.75
RCOM23-0085	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #1	032-2055-325.01-00	$480.75
RCOM23-0087	SFR, M 1810, UFINB 1795, G 865, COVP 395	4747 PROVIDENCE POINT DR	032-2055-325.01-00	$480.75
RCOM23-0091	SFR, M 990, FINB 990, COVP 106 (Twin Home)	918 ADA AVE	032-2055-325.01-00	$480.75

RCOM23-0093	SFR, M 1608, UP 917, U-FINB 1614, G 825, CPOR 75	781 BOXWOOD DR	032-2055-325.01-00	$480.75
RCOM23-0095	SFR, M 1810, UFINB 1795, G 865, COVP 373	6214 MAGGIE DR	032-2055-325.01-00	$480.75
RCOM23-0096	SFR M1734 sq ft FINB 1394 sq ft G 982 sq ft FRPORCH31 sq ft	195 HIDEOUT DR	032-2055-325.01-00	$480.75
RCOM23-0100	New SFR, M 1430, FINB 1280, UN-FINB 150, GAR 816, COVP 82	1782 CLARITY LN	032-2055-325.01-00	$480.75
RCOM23-0101	Marin Twinhome - 2 car	1792 CLARITY LN	032-2055-325.01-00	$480.75
RCOM23-0106	4 Plex Townhouse (Smaller), M 660, 2nd 643	128 MARGETTE WAY #2	032-2055-325.01-00	$480.75
RCOM23-0107	4 Plex Townhouse (Smaller), M 660, 2nd 643	128 MARGETTE WAY #3	032-2055-325.01-00	$480.75
RCOM23-0108	4 Plex Townhouse (Smaller), M 660, 2nd 643	128 MARGETTE WAY #4	032-2055-325.01-00	$480.75
RCOM23-0109	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #2	032-2055-325.01-00	$480.75
RCOM23-0110	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #3	032-2055-325.01-00	$480.75
RCOM23-0111	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #4	032-2055-325.01-00	$480.75
RCOM23-0112	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #5	032-2055-325.01-00	$480.75
RCOM23-0113	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #6	032-2055-325.01-00	$480.75
RCOM23-0114	SFR, M 990, FINB 990, COVP 106 (Twin Home)	922 ADA AVE	032-2055-325.01-00	$480.75
RCOM23-0115	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 1	032-2055-325.01-00	$480.75
RCOM23-0123	SFR, M 2000, FINB 1978, G 1596, COVP 336	5797 DUNE VILLAGE WAY	032-2055-325.01-00	$480.75
RCOM23-0127	New SFR, M 616, Upper 893, Gar 260 (4-Plex Townhome)	367 N FANNING AVE	032-2055-325.01-00	$480.75
RCOM23-0128	New SFR, M 616, Upper 893, Gar 260 (4-Plex Townhome)	373 N FANNING AVE	032-2055-325.01-00	$480.75
RCOM23-0129	New SFR, M 616, Upper 893, Gar 260 (4-Plex Townhome)	379 N FANNING AVE	032-2055-325.01-00	$480.75
RCOM23-0131	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 1	032-2055-325.01-00	$480.75
RCOM23-0132	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 2	032-2055-325.01-00	$480.75
RCOM23-0133	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 3	032-2055-325.01-00	$480.75
RCOM23-0134	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 4	032-2055-325.01-00	$480.75
RCOM23-0135	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 5	032-2055-325.01-00	$480.75
RCOM23-0136	4 Plex TwnHse, M 758, 2nd 790	192 MARGETTE WAY APT 1	032-2055-325.01-00	$480.75
RCOM23-0137	4 Plex TwnHse, M 758, 2nd 790	192 MARGETTE WAY APT 2	032-2055-325.01-00	$480.75

RCOM23-0138	4 Plex TwnHse, M 758, 2nd 790	192 MARGETTE WAY APT 3	032-2055-325.01-00	$480.75
RCOM23-0139	4 Plex TwnHse, M 758, 2nd 790	192 MARGETTE WAY APT 4	032-2055-325.01-00	$480.75
RCOM23-0140	SFR, M2276, FINB 2394, G1190, COVP 209	6387 DESERT PEAK DR	032-2055-325.01-00	$480.75
RCOM23-0141	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 4	032-2055-325.01-00	$480.75
RCOM23-0142	New TwnHm, M 758, 2nd 790	176 MARGETTE WAY APT 2	032-2055-325.01-00	$480.75
RCOM23-0143	NewTwnHm, M 758, 2nd 790	176 MARGETTE WAY APT 3	032-2055-325.01-00	$480.75
RCOM23-0144	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 5	032-2055-325.01-00	$480.75
RCOM23-0145	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 6	032-2055-325.01-00	$480.75
RCOM23-0146	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 7	032-2055-325.01-00	$480.75
RCOM23-0151	TWNHM, M 758, 2nd 790	194 MARGETTE WAY APT 1	032-2055-325.01-00	$480.75
RCOM23-0152	TWNHM, M 758, 2nd 790	194 MARGETTE WAY APT 2	032-2055-325.01-00	$480.75
RCOM23-0153	4 Plex TwnHse, M 758, 2nd 790	194 MARGETTE WAY APT 3	032-2055-325.01-00	$480.75
RCOM23-0154	4 Plex TwnHse, M 758, 2nd 790	194 MARGETTE WAY APT 4	032-2055-325.01-00	$480.75
RCOM23-0165	4 Plex TwnHse, M 758, 2nd 790	196 MARGETTE WAY APT 1	032-2055-325.01-00	$480.75
RCOM23-0166	6 Plex TwnHse, M 758, 2nd 790	196 MARGETTE WAY APT 2	032-2055-325.01-00	$480.75
RCOM23-0167	6 Plex TwnHse, M 758, 2nd 790	196 MARGETTE WAY APT 3	032-2055-325.01-00	$480.75
RCOM23-0168	6 Plex TwnHse, M 758, 2nd 790	196 MARGETTE WAY APT 4	032-2055-325.01-00	$480.75
RCOM23-0169	New Townhome M 758 sq ft, Upper 790 sq ft	198 MARGETTE WAY APT 1	032-2055-325.01-00	$480.75
RCOM23-0170	New Townhome M 758 sq ft, Upper 790 sq ft	198 MARGETTE WAY APT 2	032-2055-325.01-00	$480.75
RCOM23-0171	6 Plex TWNHME, M 758, 2nd 790	198 MARGETTE WAY APT 3	032-2055-325.01-00	$480.75
RCOM23-0172	6 Plex TWNHME, M 758, 2nd 790	198 MARGETTE WAY APT 4	032-2055-325.01-00	$480.75
RCOM23-0173	6 Plex TWNHME, M 758, 2nd 790	198 MARGETTE WAY APT 5	032-2055-325.01-00	$480.75
RCOM23-0174	6 Plex TWNHME, M 758, 2nd 790	198 MARGETTE WAY APT 6	032-2055-325.01-00	$480.75
			Total	**$29,325.75**

Payments Outstanding

IMP_FEE_SF01: IMPACT FEE SINGLE FAMILY POLICE				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0001	Test		032-2055-325.01-00	$480.75
RCOM23-0120	SFR, M 990, FINB 990, COVP 106 (Twin Home)	757 N WATER AVE	032-2055-325.01-00	$480.75
RCOM23-0148	TwnHme, M 898, 2nd 898, CovPorch 190	1297 BEAR AVE	032-2055-325.01-00	$480.75
RCOM23-0149	TwnHme, M 898, 2nd 898, CovPorch 190	1287 BEAR AVE	032-2055-325.01-00	$480.75

RCOM23-0158	TwnHme, M 898, 2nd 898, CovPorch 190	1289 BEAR AVE	032-2055-325.01-00	$480.75
RCOM23-0159	TwnHme, M 898, 2nd 898, CovPorch 190	1291 BEAR AVE	032-2055-325.01-00	$480.75
RCOM23-0160	TwnHme, M 898, 2nd 898, CovPorch 190	1293 BEAR AVE	032-2055-325.01-00	$480.75
RCOM23-0161	TwnHme, M 898, 2nd 898, CovPorch 190	1295 BEAR AVE	032-2055-325.01-00	$480.75
RCOM23-0176	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2120 Grimmett Way #1	032-2055-325.01-00	$480.75
RCOM23-0178	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2120 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0186	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2120 Grimmett Way #4	032-2055-325.01-00	$480.75
RCOM23-0187	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2120 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0188	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2125 Grimmett Way #1	032-2055-325.01-00	$480.75
RCOM23-0189	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2125 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0190	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2125 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0191	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2125 Grimmett Way #4	032-2055-325.01-00	$480.75
RCOM23-0192	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2157 Grimmett Way #1	032-2055-325.01-00	$480.75
RCOM23-0193	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2157 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0194	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2157 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0195	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2157 Grimmett Way #4	032-2055-325.01-00	$480.75
RCOM23-0196	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2160 Grimmett Way #4	032-2055-325.01-00	$480.75
RCOM23-0197	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2160 Grimmett Way #1	032-2055-325.01-00	$480.75
RCOM23-0198	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2160 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0199	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2160 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0201	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2186 Grimmett Way #1	032-2055-325.01-00	$480.75
RCOM23-0202	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2186 Grimmett Way #2	032-2055-325.01-00	$480.75

RCOM23-0203	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2186 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0204	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2186 Grimmett Way #4	032-2055-325.01-00	$480.75
RCOM23-0205	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2189 Grimmett Way #1	032-2055-325.01-00	$480.75
RCOM23-0206	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2189 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0207	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2189 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0208	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2189 Grimmett Way #4	032-2055-325.01-00	$480.75
RCOM23-0209	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2221 Grimmett Way #1	032-2055-325.01-00	$480.75
RCOM23-0210	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2221 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0211	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2221 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0212	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2221 Grimmett Way #4	032-2055-325.01-00	$480.75
RCOM23-0214	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2222 Grimmett Way #1	032-2055-325.01-00	$480.75
RCOM23-0215	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2222 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0216	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2222 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0217	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2222 Grimmett Way #4	032-2055-325.01-00	$480.75
RCOM23-0218	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2248 Grimmett Way #1	032-2055-325.01-00	$480.75
RCOM23-0220	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2248 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0221	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2248 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0222	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2248 Grimmett Way #4	032-2055-325.01-00	$480.75
RCOM23-0223	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2253 Grimmett Way #1	032-2055-325.01-00	$480.75
RCOM23-0224	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2253 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0225	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2253 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0226	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2253 Grimmett Way #4	032-2055-325.01-00	$480.75

RCOM23-0227	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2285 Grimmett Way #1	032-2055-325.01-00	$480.75
RCOM23-0228	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2285 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0229	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2285 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0230	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2285 Grimmett Way #4	032-2055-325.01-00	$480.75
RCOM23-0231	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2286 Grimmett Way #1	032-2055-325.01-00	$480.75
RCOM23-0232	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2286 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0233	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2286 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0234	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2286 Grimmett Way #4	032-2055-325.01-00	$480.75
RCOM23-0235	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2310 Grimmett Way #1	032-2055-325.01-00	$480.75
RCOM23-0236	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2310 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0237	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2310 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0238	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2310 Grimmett Way #4	032-2055-325.01-00	$480.75
RCOM23-0239	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2317 Grimmett Way #1	032-2055-325.01-00	$480.75
RCOM23-0240	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2317 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0241	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2317 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0242	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2317 Grimmett Way #4	032-2055-325.01-00	$480.75
RCOM23-0243	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2348 Grimmett Way #1	032-2055-325.01-00	$480.75
RCOM23-0244	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2348 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0245	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2348 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0246	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2348 Grimmett Way #4	032-2055-325.01-00	$480.75
RCOM23-0248	New SFR, M 1605, FINB 1547, GAR 879, COVP 29	157 GALENA SUMMIT DR	032-2055-325.01-00	$480.75
RCOM23-0249	New SFR, M 1605, FINB 1547, GAR 879, COVP 29	199 GALENA SUMMIT DR	032-2055-325.01-00	$480.75

RCOM23-0250	New SFR, M 1451, FINB 1451, GAR 887, COVP 24	213 GALENA SUMMIT DR	032-2055-325.01-00	$480.75
RCOM23-0252	New SFR, M 1498, FINB 1442, GAR 859	227 GALENA SUMMIT DR	032-2055-325.01-00	$480.75
RCOM23-0253	SFR, M 1690, FINB 1676, G 876, COVP 15	241 GALENA SUMMIT DR	032-2055-325.01-00	$480.75
RCOM23-0254	New SFR, M 1659, FINB 1759, GAR 860, COVP 216	273 GALENA SUMMIT DR	032-2055-325.01-00	$480.75
RCOM23-0255	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2349 Grimmett Way #1	032-2055-325.01-00	$480.75
RCOM23-0256	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2349 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0257	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2349 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0258	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2349 Grimmett Way #4	032-2055-325.01-00	$480.75
RCOM23-0259	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2381 Grimmett Way #1	032-2055-325.01-00	$480.75
RCOM23-0260	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2381 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0261	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2381 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0262	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2381 Grimmett Way #4	032-2055-325.01-00	$480.75
RCOM23-0263	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2384 Grimmett Way #1	032-2055-325.01-00	$480.75
RCOM23-0264	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2384 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0265	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2384 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0266	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2384 Grimmett Way #4	032-2055-325.01-00	$480.75
RCOM23-0267	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2432 Grimmett Way #1	032-2055-325.01-00	$480.75
RCOM23-0268	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2432 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0269	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2432 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0270	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2120 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0271	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2432 Grimmett Way #4	032-2055-325.01-00	$480.75
RCOM23-0272	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2433 Grimmett Way #1	032-2055-325.01-00	$480.75

RCOM23-0273	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2433 Grimmett Way #2	032-2055-325.01-00	$480.75
RCOM23-0274	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2433 Grimmett Way #3	032-2055-325.01-00	$480.75
RCOM23-0275	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2433 Grimmett Way #4	032-2055-325.01-00	$480.75
RCOM23-0280	New SFR, M 1498, FINB 1442, GAR 859	296 GALENA SUMMIT DR	032-2055-325.01-00	$480.75
RCOM23-0281	New SFR, M 1403, FINB 1403, GAR 831, COVP 24	297 GALENA SUMMIT DR	032-2055-325.01-00	$480.75
RES23-0042	SFR, M2276, FINB 2394, G1190, COVP 124	6387 DESERT PEAK DR	032-2055-325.01-00	$480.75
			Total	**$47,113.50**

Payments Received

IMP_FEE_SF02: IMPACT FEE SINGLE FAMILY FIRE/EMS				
Record Number	Description	Address	Account #	Paid Amount
RCOM22-0207	New SFR, M 1104, UPPR 1210, FINB 1123, GAR 1034, COVP 28	232 HIDEOUT DR DR	033-2355-325.01-00	$389.25
RCOM22-0208	New SFR, M 1812, FINB 1895, GAR 1268, COVP 49	220 HIDEOUT DR DR	033-2355-325.01-00	$389.25
RCOM22-0209	New SFR, M 1655, FINB 1643, GAR 911, COVP 31	206 HIDEOUT DR	033-2355-325.01-00	$389.25
RCOM22-0210	New SFR, M 1690, FINB 1676, GAR 876, COVP 15	190 HIDEOUT DR DR	033-2355-325.01-00	$389.25
RCOM22-0393	New SFR, M 1430, FINB 425, UN-FINB 1005, GAR 816, COVP 82	1822 CLARITY LN	033-2355-325.01-00	$389.25
RCOM22-0394	Marin Twinhome - 2 car	1832 CLARITY LN	033-2355-325.01-00	$389.25
RCOM22-0443	New Manufactured Home, M 1173	1733 RAYMOND DR	033-2355-325.01-00	$389.25
RCOM23-0079	New SFR, M 616, Upper 893, Gar 260 (4-Plex Townhome)	361 N FANNING AVE	033-2355-325.01-00	$389.25
RCOM23-0084	4 Plex Townhouse (Smaller), M 660, 2nd 643	128 MARGETTE WAY #1	033-2355-325.01-00	$389.25
RCOM23-0085	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #1	033-2355-325.01-00	$389.25
RCOM23-0087	SFR, M 1810, UFINB 1795, G 865, COVP 395	4747 PROVIDENCE POINT DR	033-2355-325.01-00	$389.25
RCOM23-0091	SFR, M 990, FINB 990, COVP 106 (Twin Home)	918 ADA AVE	033-2355-325.01-00	$389.25
RCOM23-0093	SFR, M 1608, UP 917, U-FINB 1614, G 825, CPOR 75	781 BOXWOOD DR	033-2355-325.01-00	$389.25
RCOM23-0095	SFR, M 1810, UFINB 1795, G 865, COVP 373	6214 MAGGIE DR	033-2355-325.01-00	$389.25

RCOM23-0096	SFR M1734 sq ft FINB 1394 sq ft G 982 sq ft FRPORCH31 sq ft	195 HIDEOUT DR	033-2355-325.01-00	$389.25
RCOM23-0100	New SFR, M 1430, FINB 1280, UN-FINB 150, GAR 816, COVP 82	1782 CLARITY LN	033-2355-325.01-00	$389.25
RCOM23-0101	Marin Twinhome - 2 car	1792 CLARITY LN	033-2355-325.01-00	$389.25
RCOM23-0106	4 Plex Townhouse (Smaller), M 660, 2nd 643	128 MARGETTE WAY #2	033-2355-325.01-00	$389.25
RCOM23-0107	4 Plex Townhouse (Smaller), M 660, 2nd 643	128 MARGETTE WAY #3	033-2355-325.01-00	$389.25
RCOM23-0108	4 Plex Townhouse (Smaller), M 660, 2nd 643	128 MARGETTE WAY #4	033-2355-325.01-00	$389.25
RCOM23-0109	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #2	033-2355-325.01-00	$389.25
RCOM23-0110	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #3	033-2355-325.01-00	$389.25
RCOM23-0111	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #4	033-2355-325.01-00	$389.25
RCOM23-0112	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #5	033-2355-325.01-00	$389.25
RCOM23-0113	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #6	033-2355-325.01-00	$389.25
RCOM23-0114	SFR, M 990, FINB 990, COVP 106 (Twin Home)	922 ADA AVE	033-2355-325.01-00	$389.25
RCOM23-0115	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 1	033-2355-325.01-00	$389.25
RCOM23-0123	SFR, M 2000, FINB 1978, G 1596, COVP 336	5797 DUNE VILLAGE WAY	033-2355-325.01-00	$389.25
RCOM23-0127	New SFR, M 616, Upper 893, Gar 260 (4-Plex Townhome)	367 N FANNING AVE	033-2355-325.01-00	$389.25
RCOM23-0128	New SFR, M 616, Upper 893, Gar 260 (4-Plex Townhome)	373 N FANNING AVE	033-2355-325.01-00	$389.25
RCOM23-0129	New SFR, M 616, Upper 893, Gar 260 (4-Plex Townhome)	379 N FANNING AVE	033-2355-325.01-00	$389.25
RCOM23-0131	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 1	033-2355-325.01-00	$389.25
RCOM23-0132	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 2	033-2355-325.01-00	$389.25
RCOM23-0133	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 3	033-2355-325.01-00	$389.25
RCOM23-0134	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 4	033-2355-325.01-00	$389.25
RCOM23-0135	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 5	033-2355-325.01-00	$389.25
RCOM23-0136	4 Plex TwnHse, M 758, 2nd 790	192 MARGETTE WAY APT 1	033-2355-325.01-00	$389.25
RCOM23-0137	4 Plex TwnHse, M 758, 2nd 790	192 MARGETTE WAY APT 2	033-2355-325.01-00	$389.25
RCOM23-0138	4 Plex TwnHse, M 758, 2nd 790	192 MARGETTE WAY APT 3	033-2355-325.01-00	$389.25
RCOM23-0139	4 Plex TwnHse, M 758, 2nd 790	192 MARGETTE WAY APT 4	033-2355-325.01-00	$389.25

RCOM23-0140	SFR, M2276, FINB 2394, G1190, COVP 209	6387 DESERT PEAK DR	033-2355-325.01-00	$389.25
RCOM23-0141	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 4	033-2355-325.01-00	$389.25
RCOM23-0142	New TwnHm, M 758, 2nd 790	176 MARGETTE WAY APT 2	033-2355-325.01-00	$389.25
RCOM23-0143	NewTwnHm, M 758, 2nd 790	176 MARGETTE WAY APT 3	033-2355-325.01-00	$389.25
RCOM23-0144	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 5	033-2355-325.01-00	$389.25
RCOM23-0145	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 6	033-2355-325.01-00	$389.25
RCOM23-0146	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 7	033-2355-325.01-00	$389.25
RCOM23-0151	TWNHM, M 758, 2nd 790	194 MARGETTE WAY APT 1	033-2355-325.01-00	$389.25
RCOM23-0152	TWNHM, M 758, 2nd 790	194 MARGETTE WAY APT 2	033-2355-325.01-00	$389.25
RCOM23-0153	4 Plex TwnHse, M 758, 2nd 790	194 MARGETTE WAY APT 3	033-2355-325.01-00	$389.25
RCOM23-0154	4 Plex TwnHse, M 758, 2nd 790	194 MARGETTE WAY APT 4	033-2355-325.01-00	$389.25
RCOM23-0165	4 Plex TwnHse, M 758, 2nd 790	196 MARGETTE WAY APT 1	033-2355-325.01-00	$389.25
RCOM23-0166	6 Plex TwnHse, M 758, 2nd 790	196 MARGETTE WAY APT 2	033-2355-325.01-00	$389.25
RCOM23-0167	6 Plex TwnHse, M 758, 2nd 790	196 MARGETTE WAY APT 3	033-2355-325.01-00	$389.25
RCOM23-0168	6 Plex TwnHse, M 758, 2nd 790	196 MARGETTE WAY APT 4	033-2355-325.01-00	$389.25
RCOM23-0169	New Townhome M 758 sq ft, Upper 790 sq ft	198 MARGETTE WAY APT 1	033-2355-325.01-00	$389.25
RCOM23-0170	New Townhome M 758 sq ft, Upper 790 sq ft	198 MARGETTE WAY APT 2	033-2355-325.01-00	$389.25
RCOM23-0171	6 Plex TWNHME, M 758, 2nd 790	198 MARGETTE WAY APT 3	033-2355-325.01-00	$389.25
RCOM23-0172	6 Plex TWNHME, M 758, 2nd 790	198 MARGETTE WAY APT 4	033-2355-325.01-00	$389.25
RCOM23-0173	6 Plex TWNHME, M 758, 2nd 790	198 MARGETTE WAY APT 5	033-2355-325.01-00	$389.25
RCOM23-0174	6 Plex TWNHME, M 758, 2nd 790	198 MARGETTE WAY APT 6	033-2355-325.01-00	$389.25
			Total	**$23,744.25**

Payments Outstanding

IMP_FEE_SF02: IMPACT FEE SINGLE FAMILY FIRE/EMS				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0001	Test		033-2355-325.01-00	$389.25
RCOM23-0120	SFR, M 990, FINB 990, COVP 106 (Twin Home)	757 N WATER AVE	033-2355-325.01-00	$389.25
RCOM23-0148	TwnHme, M 898, 2nd 898, CovPorch 190	1297 BEAR AVE	033-2355-325.01-00	$389.25
RCOM23-0149	TwnHme, M 898, 2nd 898, CovPorch 190	1287 BEAR AVE	033-2355-325.01-00	$389.25
RCOM23-0158	TwnHme, M 898, 2nd 898, CovPorch 190	1289 BEAR AVE	033-2355-325.01-00	$389.25

RCOM23-0159	TwnHme, M 898, 2nd 898, CovPorch 190	1291 BEAR AVE	033-2355-325.01-00	$389.25
RCOM23-0160	TwnHme, M 898, 2nd 898, CovPorch 190	1293 BEAR AVE	033-2355-325.01-00	$389.25
RCOM23-0161	TwnHme, M 898, 2nd 898, CovPorch 190	1295 BEAR AVE	033-2355-325.01-00	$389.25
RCOM23-0176	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2120 Grimmett Way #1	033-2355-325.01-00	$389.25
RCOM23-0178	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2120 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0186	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2120 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0187	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2120 Grimmett Way #3	033-2355-325.01-00	$389.25
RCOM23-0188	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2125 Grimmett Way #1	033-2355-325.01-00	$389.25
RCOM23-0189	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2125 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0190	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2125 Grimmett Way #3	033-2355-325.01-00	$389.25
RCOM23-0191	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2125 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0192	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2157 Grimmett Way #1	033-2355-325.01-00	$389.25
RCOM23-0193	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2157 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0194	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2157 Grimmett Way #3	033-2355-325.01-00	$389.25
RCOM23-0195	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2157 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0196	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2160 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0197	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2160 Grimmett Way #1	033-2355-325.01-00	$389.25
RCOM23-0198	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2160 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0199	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2160 Grimmett Way #3	033-2355-325.01-00	$389.25
RCOM23-0201	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2186 Grimmett Way #1	033-2355-325.01-00	$389.25
RCOM23-0202	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2186 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0203	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2186 Grimmett Way #3	033-2355-325.01-00	$389.25

RCOM23-0204	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2186 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0205	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2189 Grimmett Way #1	033-2355-325.01-00	$389.25
RCOM23-0206	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2189 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0207	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2189 Grimmett Way #3	033-2355-325.01-00	$389.25
RCOM23-0208	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2189 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0209	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2221 Grimmett Way #1	033-2355-325.01-00	$389.25
RCOM23-0210	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2221 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0211	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2221 Grimmett Way #3	033-2355-325.01-00	$389.25
RCOM23-0212	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2221 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0214	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2222 Grimmett Way #1	033-2355-325.01-00	$389.25
RCOM23-0215	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2222 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0216	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2222 Grimmett Way #3	033-2355-325.01-00	$389.25
RCOM23-0217	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2222 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0218	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2248 Grimmett Way #1	033-2355-325.01-00	$389.25
RCOM23-0220	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2248 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0221	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2248 Grimmett Way #3	033-2355-325.01-00	$389.25
RCOM23-0222	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2248 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0223	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2253 Grimmett Way #1	033-2355-325.01-00	$389.25
RCOM23-0224	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2253 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0225	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2253 Grimmett Way #3	033-2355-325.01-00	$389.25
RCOM23-0226	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2253 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0227	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2285 Grimmett Way #1	033-2355-325.01-00	$389.25

RCOM23-0228	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2285 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0229	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2285 Grimmett Way #3	033-2355-325.01-00	$389.25
RCOM23-0230	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2285 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0231	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2286 Grimmett Way #1	033-2355-325.01-00	$389.25
RCOM23-0232	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2286 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0233	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2286 Grimmett Way #3	033-2355-325.01-00	$389.25
RCOM23-0234	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2286 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0235	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2310 Grimmett Way #1	033-2355-325.01-00	$389.25
RCOM23-0236	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2310 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0237	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2310 Grimmett Way #3	033-2355-325.01-00	$389.25
RCOM23-0238	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2310 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0239	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2317 Grimmett Way #1	033-2355-325.01-00	$389.25
RCOM23-0240	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2317 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0241	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2317 Grimmett Way #3	033-2355-325.01-00	$389.25
RCOM23-0242	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2317 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0243	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2348 Grimmett Way #1	033-2355-325.01-00	$389.25
RCOM23-0244	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2348 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0245	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2348 Grimmett Way #3	033-2355-325.01-00	$389.25
RCOM23-0246	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2348 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0248	New SFR, M 1605, FINB 1547, GAR 879, COVP 29	157 GALENA SUMMIT DR	033-2355-325.01-00	$389.25
RCOM23-0249	New SFR, M 1605, FINB 1547, GAR 879, COVP 29	199 GALENA SUMMIT DR	033-2355-325.01-00	$389.25
RCOM23-0250	New SFR, M 1451, FINB 1451, GAR 887, COVP 24	213 GALENA SUMMIT DR	033-2355-325.01-00	$389.25

RCOM23-0252	New SFR, M 1498, FINB 1442, GAR 859	227 GALENA SUMMIT DR	033-2355-325.01-00	$389.25
RCOM23-0253	SFR, M 1690, FINB 1676, G 876, COVP 15	241 GALENA SUMMIT DR	033-2355-325.01-00	$389.25
RCOM23-0254	New SFR, M 1659, FINB 1759, GAR 860, COVP 216	273 GALENA SUMMIT DR	033-2355-325.01-00	$389.25
RCOM23-0255	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2349 Grimmett Way #1	033-2355-325.01-00	$389.25
RCOM23-0256	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2349 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0257	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2349 Grimmett Way #3	033-2355-325.01-00	$389.25
RCOM23-0258	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2349 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0259	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2381 Grimmett Way #1	033-2355-325.01-00	$389.25
RCOM23-0260	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2381 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0261	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2381 Grimmett Way #3	033-2355-325.01-00	$389.25
RCOM23-0262	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2381 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0263	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2384 Grimmett Way #1	033-2355-325.01-00	$389.25
RCOM23-0264	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2384 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0265	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2384 Grimmett Way #3	033-2355-325.01-00	$389.25
RCOM23-0266	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2384 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0267	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2432 Grimmett Way #1	033-2355-325.01-00	$389.25
RCOM23-0268	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2432 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0269	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2432 Grimmett Way #3	033-2355-325.01-00	$389.25
RCOM23-0270	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2120 Grimmett Way #2	033-2355-325.01-00	$389.25
RCOM23-0271	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2432 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0272	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2433 Grimmett Way #1	033-2355-325.01-00	$389.25
RCOM23-0273	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2433 Grimmett Way #2	033-2355-325.01-00	$389.25

RCOM23-0274	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2433 Grimmett Way #3	033-2355-325.01-00	$389.25
RCOM23-0275	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2433 Grimmett Way #4	033-2355-325.01-00	$389.25
RCOM23-0280	New SFR, M 1498, FINB 1442, GAR 859	296 GALENA SUMMIT DR	033-2355-325.01-00	$389.25
RCOM23-0281	New SFR, M 1403, FINB 1403, GAR 831, COVP 24	297 GALENA SUMMIT DR	033-2355-325.01-00	$389.25
RES23-0042	SFR, M2276, FINB 2394, G1190, COVP 124	6387 DESERT PEAK DR	033-2355-325.01-00	$389.25
			Total	**$38,146.50**

Payments Received

IMP_FEE_SF03: IMPACT FEE SINGLE FAMILY PARKS AND RECREATION				
Record Number	Description	Address	Account #	Paid Amount
RCOM22-0207	New SFR, M 1104, UPPR 1210, FINB 1123, GAR 1034, COVP 28	232 HIDEOUT DR DR	034-2755-325.01-00	$1,390.50
RCOM22-0208	New SFR, M 1812, FINB 1895, GAR 1268, COVP 49	220 HIDEOUT DR DR	034-2755-325.01-00	$1,390.50
RCOM22-0209	New SFR, M 1655, FINB 1643, GAR 911, COVP 31	206 HIDEOUT DR	034-2755-325.01-00	$1,390.50
RCOM22-0210	New SFR, M 1690, FINB 1676, GAR 876, COVP 15	190 HIDEOUT DR DR	034-2755-325.01-00	$1,390.50
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
RCOM22-0443	New Manufactured Home, M 1173	1733 RAYMOND DR	034-2755-325.01-00	$1,390.50
RCOM23-0079	New SFR, M 616, Upper 893, Gar 260 (4-Plex Townhome)	361 N FANNING AVE	034-2755-325.01-00	$1,390.50
RCOM23-0084	4 Plex Townhouse (Smaller), M 660, 2nd 643	128 MARGETTE WAY #1	034-2755-325.01-00	$1,390.50
RCOM23-0085	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #1	034-2755-325.01-00	$1,390.50
RCOM23-0087	SFR, M 1810, UFINB 1795, G 865, COVP 395	4747 PROVIDENCE POINT DR	034-2755-325.01-00	$1,390.50
RCOM23-0091	SFR, M 990, FINB 990, COVP 106 (Twin Home)	918 ADA AVE	034-2755-325.01-00	$1,390.50
RCOM23-0093	SFR, M 1608, UP 917, U-FINB 1614, G 825, CPOR 75	781 BOXWOOD DR	034-2755-325.01-00	$1,390.50
RCOM23-0095	SFR, M 1810, UFINB 1795, G 865, COVP 373	6214 MAGGIE DR	034-2755-325.01-00	$1,390.50
RCOM23-0096	SFR M1734 sq ft FINB 1394 sq ft G 982 sq ft FRPORCH31 sq ft	195 HIDEOUT DR	034-2755-325.01-00	$1,390.50

RCOM23-0100	New SFR, M 1430, FINB 1280, UN-FINB 150, GAR 816, COVP 82	1782 CLARITY LN	034-2755-325.01-00	$1,390.50
RCOM23-0101	Marin Twinhome - 2 car	1792 CLARITY LN	034-2755-325.01-00	$1,390.50
RCOM23-0106	4 Plex Townhouse (Smaller), M 660, 2nd 643	128 MARGETTE WAY #2	034-2755-325.01-00	$1,390.50
RCOM23-0107	4 Plex Townhouse (Smaller), M 660, 2nd 643	128 MARGETTE WAY #3	034-2755-325.01-00	$1,390.50
RCOM23-0108	4 Plex Townhouse (Smaller), M 660, 2nd 643	128 MARGETTE WAY #4	034-2755-325.01-00	$1,390.50
RCOM23-0109	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #2	034-2755-325.01-00	$1,390.50
RCOM23-0110	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #3	034-2755-325.01-00	$1,390.50
RCOM23-0111	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #4	034-2755-325.01-00	$1,390.50
RCOM23-0112	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #5	034-2755-325.01-00	$1,390.50
RCOM23-0113	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #6	034-2755-325.01-00	$1,390.50
RCOM23-0114	SFR, M 990, FINB 990, COVP 106 (Twin Home)	922 ADA AVE	034-2755-325.01-00	$1,390.50
RCOM23-0115	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 1	034-2755-325.01-00	$1,390.50
RCOM23-0123	SFR, M 2000, FINB 1978, G 1596, COVP 336	5797 DUNE VILLAGE WAY	034-2755-325.01-00	$1,390.50
RCOM23-0127	New SFR, M 616, Upper 893, Gar 260 (4-Plex Townhome)	367 N FANNING AVE	034-2755-325.01-00	$1,390.50
RCOM23-0128	New SFR, M 616, Upper 893, Gar 260 (4-Plex Townhome)	373 N FANNING AVE	034-2755-325.01-00	$1,390.50
RCOM23-0129	New SFR, M 616, Upper 893, Gar 260 (4-Plex Townhome)	379 N FANNING AVE	034-2755-325.01-00	$1,390.50
RCOM23-0131	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 1	034-2755-325.01-00	$1,390.50
RCOM23-0132	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 2	034-2755-325.01-00	$1,390.50
RCOM23-0133	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 3	034-2755-325.01-00	$1,390.50
RCOM23-0134	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 4	034-2755-325.01-00	$1,390.50
RCOM23-0135	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 5	034-2755-325.01-00	$1,390.50
RCOM23-0136	4 Plex TwnHse, M 758, 2nd 790	192 MARGETTE WAY APT 1	034-2755-325.01-00	$1,390.50
RCOM23-0137	4 Plex TwnHse, M 758, 2nd 790	192 MARGETTE WAY APT 2	034-2755-325.01-00	$1,390.50
RCOM23-0138	4 Plex TwnHse, M 758, 2nd 790	192 MARGETTE WAY APT 3	034-2755-325.01-00	$1,390.50
RCOM23-0139	4 Plex TwnHse, M 758, 2nd 790	192 MARGETTE WAY APT 4	034-2755-325.01-00	$1,390.50
RCOM23-0140	SFR, M2276, FINB 2394, G1190, COVP 209	6387 DESERT PEAK DR	034-2755-325.01-00	$1,390.50
RCOM23-0141	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 4	034-2755-325.01-00	$1,390.50

RCOM23-0142	New TwnHm, M 758, 2nd 790	176 MARGETTE WAY APT 2	034-2755-325.01-00	$1,390.50
RCOM23-0143	NewTwnHm, M 758, 2nd 790	176 MARGETTE WAY APT 3	034-2755-325.01-00	$1,390.50
RCOM23-0144	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 5	034-2755-325.01-00	$1,390.50
RCOM23-0145	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 6	034-2755-325.01-00	$1,390.50
RCOM23-0146	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 7	034-2755-325.01-00	$1,390.50
RCOM23-0151	TWNHM, M 758, 2nd 790	194 MARGETTE WAY APT 1	034-2755-325.01-00	$1,390.50
RCOM23-0152	TWNHM, M 758, 2nd 790	194 MARGETTE WAY APT 2	034-2755-325.01-00	$1,390.50
RCOM23-0153	4 Plex TwnHse, M 758, 2nd 790	194 MARGETTE WAY APT 3	034-2755-325.01-00	$1,390.50
RCOM23-0154	4 Plex TwnHse, M 758, 2nd 790	194 MARGETTE WAY APT 4	034-2755-325.01-00	$1,390.50
RCOM23-0165	4 Plex TwnHse, M 758, 2nd 790	196 MARGETTE WAY APT 1	034-2755-325.01-00	$1,390.50
RCOM23-0166	6 Plex TwnHse, M 758, 2nd 790	196 MARGETTE WAY APT 2	034-2755-325.01-00	$1,390.50
RCOM23-0167	6 Plex TwnHse, M 758, 2nd 790	196 MARGETTE WAY APT 3	034-2755-325.01-00	$1,390.50
RCOM23-0168	6 Plex TwnHse, M 758, 2nd 790	196 MARGETTE WAY APT 4	034-2755-325.01-00	$1,390.50
RCOM23-0169	New Townhome M 758 sq ft, Upper 790 sq ft	198 MARGETTE WAY APT 1	034-2755-325.01-00	$1,390.50
RCOM23-0170	New Townhome M 758 sq ft, Upper 790 sq ft	198 MARGETTE WAY APT 2	034-2755-325.01-00	$1,390.50
RCOM23-0171	6 Plex TWNHME, M 758, 2nd 790	198 MARGETTE WAY APT 3	034-2755-325.01-00	$1,390.50
RCOM23-0172	6 Plex TWNHME, M 758, 2nd 790	198 MARGETTE WAY APT 4	034-2755-325.01-00	$1,390.50
RCOM23-0173	6 Plex TWNHME, M 758, 2nd 790	198 MARGETTE WAY APT 5	034-2755-325.01-00	$1,390.50
RCOM23-0174	6 Plex TWNHME, M 758, 2nd 790	198 MARGETTE WAY APT 6	034-2755-325.01-00	$1,390.50
			Total	**$84,820.50**

Payments Outstanding

IMP_FEE_SF03: IMPACT FEE SINGLE FAMILY PARKS AND RECREATION				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0001	Test		034-2755-325.01-00	$1,390.50
RCOM23-0120	SFR, M 990, FINB 990, COVP 106 (Twin Home)	757 N WATER AVE	034-2755-325.01-00	$1,390.50
RCOM23-0148	TwnHme, M 898, 2nd 898, CovPorch 190	1297 BEAR AVE	034-2755-325.01-00	$1,390.50
RCOM23-0149	TwnHme, M 898, 2nd 898, CovPorch 190	1287 BEAR AVE	034-2755-325.01-00	$1,390.50
RCOM23-0158	TwnHme, M 898, 2nd 898, CovPorch 190	1289 BEAR AVE	034-2755-325.01-00	$1,390.50
RCOM23-0159	TwnHme, M 898, 2nd 898, CovPorch 190	1291 BEAR AVE	034-2755-325.01-00	$1,390.50
RCOM23-0160	TwnHme, M 898, 2nd 898, CovPorch 190	1293 BEAR AVE	034-2755-325.01-00	$1,390.50

RCOM23-0161	TwnHme, M 898, 2nd 898, CovPorch 190	1295 BEAR AVE	034-2755-325.01-00	$1,390.50
RCOM23-0176	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2120 Grimmett Way #1	034-2755-325.01-00	$1,390.50
RCOM23-0178	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2120 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0186	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2120 Grimmett Way #4	034-2755-325.01-00	$1,390.50
RCOM23-0187	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2120 Grimmett Way #3	034-2755-325.01-00	$1,390.50
RCOM23-0188	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2125 Grimmett Way #1	034-2755-325.01-00	$1,390.50
RCOM23-0189	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2125 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0190	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2125 Grimmett Way #3	034-2755-325.01-00	$1,390.50
RCOM23-0191	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2125 Grimmett Way #4	034-2755-325.01-00	$1,390.50
RCOM23-0192	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2157 Grimmett Way #1	034-2755-325.01-00	$1,390.50
RCOM23-0193	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2157 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0194	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2157 Grimmett Way #3	034-2755-325.01-00	$1,390.50
RCOM23-0195	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2157 Grimmett Way #4	034-2755-325.01-00	$1,390.50
RCOM23-0196	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2160 Grimmett Way #4	034-2755-325.01-00	$1,390.50
RCOM23-0197	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2160 Grimmett Way #1	034-2755-325.01-00	$1,390.50
RCOM23-0198	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2160 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0199	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2160 Grimmett Way #3	034-2755-325.01-00	$1,390.50
RCOM23-0201	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2186 Grimmett Way #1	034-2755-325.01-00	$1,390.50
RCOM23-0202	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2186 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0203	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2186 Grimmett Way #3	034-2755-325.01-00	$1,390.50
RCOM23-0204	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2186 Grimmett Way #4	034-2755-325.01-00	$1,390.50
RCOM23-0205	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2189 Grimmett Way #1	034-2755-325.01-00	$1,390.50

RCOM23-0206	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2189 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0207	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2189 Grimmett Way #3	034-2755-325.01-00	$1,390.50
RCOM23-0208	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2189 Grimmett Way #4	034-2755-325.01-00	$1,390.50
RCOM23-0209	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2221 Grimmett Way #1	034-2755-325.01-00	$1,390.50
RCOM23-0210	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2221 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0211	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2221 Grimmett Way #3	034-2755-325.01-00	$1,390.50
RCOM23-0212	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2221 Grimmett Way #4	034-2755-325.01-00	$1,390.50
RCOM23-0214	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2222 Grimmett Way #1	034-2755-325.01-00	$1,390.50
RCOM23-0215	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2222 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0216	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2222 Grimmett Way #3	034-2755-325.01-00	$1,390.50
RCOM23-0217	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2222 Grimmett Way #4	034-2755-325.01-00	$1,390.50
RCOM23-0218	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2248 Grimmett Way #1	034-2755-325.01-00	$1,390.50
RCOM23-0220	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2248 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0221	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2248 Grimmett Way #3	034-2755-325.01-00	$1,390.50
RCOM23-0222	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2248 Grimmett Way #4	034-2755-325.01-00	$1,390.50
RCOM23-0223	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2253 Grimmett Way #1	034-2755-325.01-00	$1,390.50
RCOM23-0224	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2253 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0225	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2253 Grimmett Way #3	034-2755-325.01-00	$1,390.50
RCOM23-0226	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2253 Grimmett Way #4	034-2755-325.01-00	$1,390.50
RCOM23-0227	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2285 Grimmett Way #1	034-2755-325.01-00	$1,390.50
RCOM23-0228	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2285 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0229	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2285 Grimmett Way #3	034-2755-325.01-00	$1,390.50

RCOM23-0230	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2285 Grimmett Way #4	034-2755-325.01-00	$1,390.50
RCOM23-0231	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2286 Grimmett Way #1	034-2755-325.01-00	$1,390.50
RCOM23-0232	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2286 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0233	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2286 Grimmett Way #3	034-2755-325.01-00	$1,390.50
RCOM23-0234	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2286 Grimmett Way #4	034-2755-325.01-00	$1,390.50
RCOM23-0235	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2310 Grimmett Way #1	034-2755-325.01-00	$1,390.50
RCOM23-0236	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2310 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0237	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2310 Grimmett Way #3	034-2755-325.01-00	$1,390.50
RCOM23-0238	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2310 Grimmett Way #4	034-2755-325.01-00	$1,390.50
RCOM23-0239	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2317 Grimmett Way #1	034-2755-325.01-00	$1,390.50
RCOM23-0240	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2317 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0241	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2317 Grimmett Way #3	034-2755-325.01-00	$1,390.50
RCOM23-0242	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2317 Grimmett Way #4	034-2755-325.01-00	$1,390.50
RCOM23-0243	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2348 Grimmett Way #1	034-2755-325.01-00	$1,390.50
RCOM23-0244	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2348 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0245	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2348 Grimmett Way #3	034-2755-325.01-00	$1,390.50
RCOM23-0246	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2348 Grimmett Way #4	034-2755-325.01-00	$1,390.50
RCOM23-0248	New SFR, M 1605, FINB 1547, GAR 879, COVP 29	157 GALENA SUMMIT DR	034-2755-325.01-00	$1,390.50
RCOM23-0249	New SFR, M 1605, FINB 1547, GAR 879, COVP 29	199 GALENA SUMMIT DR	034-2755-325.01-00	$1,390.50
RCOM23-0250	New SFR, M 1451, FINB 1451, GAR 887, COVP 24	213 GALENA SUMMIT DR	034-2755-325.01-00	$1,390.50
RCOM23-0252	New SFR, M 1498, FINB 1442, GAR 859	227 GALENA SUMMIT DR	034-2755-325.01-00	$1,390.50
RCOM23-0253	SFR, M 1690, FINB 1676, G 876, COVP 15	241 GALENA SUMMIT DR	034-2755-325.01-00	$1,390.50

RCOM23-0254	New SFR, M 1659, FINB 1759, GAR 860, COVP 216	273 GALENA SUMMIT DR	034-2755-325.01-00	$1,390.50
RCOM23-0255	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2349 Grimmett Way #1	034-2755-325.01-00	$1,390.50
RCOM23-0256	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2349 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0257	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2349 Grimmett Way #3	034-2755-325.01-00	$1,390.50
RCOM23-0258	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2349 Grimmett Way #4	034-2755-325.01-00	$1,390.50
RCOM23-0259	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2381 Grimmett Way #1	034-2755-325.01-00	$1,390.50
RCOM23-0260	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2381 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0261	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2381 Grimmett Way #3	034-2755-325.01-00	$1,390.50
RCOM23-0262	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2381 Grimmett Way #4	034-2755-325.01-00	$1,390.50
RCOM23-0263	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2384 Grimmett Way #1	034-2755-325.01-00	$1,390.50
RCOM23-0264	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2384 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0265	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2384 Grimmett Way #3	034-2755-325.01-00	$1,390.50
RCOM23-0266	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2384 Grimmett Way #4	034-2755-325.01-00	$1,390.50
RCOM23-0267	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2432 Grimmett Way #1	034-2755-325.01-00	$1,390.50
RCOM23-0268	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2432 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0269	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2432 Grimmett Way #3	034-2755-325.01-00	$1,390.50
RCOM23-0270	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2120 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0271	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2432 Grimmett Way #4	034-2755-325.01-00	$1,390.50
RCOM23-0272	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2433 Grimmett Way #1	034-2755-325.01-00	$1,390.50
RCOM23-0273	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2433 Grimmett Way #2	034-2755-325.01-00	$1,390.50
RCOM23-0274	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2433 Grimmett Way #3	034-2755-325.01-00	$1,390.50
RCOM23-0275	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2433 Grimmett Way #4	034-2755-325.01-00	$1,390.50

RCOM23-0280	New SFR, M 1498, FINB 1442, GAR 859	296 GALENA SUMMIT DR	034-2755-325.01-00	$1,390.50
RCOM23-0281	New SFR, M 1403, FINB 1403, GAR 831, COVP 24	297 GALENA SUMMIT DR	034-2755-325.01-00	$1,390.50
RES23-0042	SFR, M2276, FINB 2394, G1190, COVP 124	6387 DESERT PEAK DR	034-2755-325.01-00	$1,390.50
			Total	**$136,269.00**

Payments Received

IMP_FEE_SF04: IMPACT FEE SINGLE FAMILY TRANSPORTATION				
Record Number	Description	Address	Account #	Paid Amount
RCOM22-0207	New SFR, M 1104, UPPR 1210, FINB 1123, GAR 1034, COVP 28	232 HIDEOUT DR DR	035-4655-325.01-00	$3,013.00
RCOM22-0208	New SFR, M 1812, FINB 1895, GAR 1268, COVP 49	220 HIDEOUT DR DR	035-4655-325.01-00	$3,013.00
RCOM22-0209	New SFR, M 1655, FINB 1643, GAR 911, COVP 31	206 HIDEOUT DR	035-4655-325.01-00	$3,013.00
RCOM22-0210	New SFR, M 1690, FINB 1676, GAR 876, COVP 15	190 HIDEOUT DR DR	035-4655-325.01-00	$3,013.00
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
RCOM22-0443	New Manufactured Home, M 1173	1733 RAYMOND DR	035-4655-325.01-00	$3,013.00
RCOM23-0079	New SFR, M 616, Upper 893, Gar 260 (4-Plex Townhome)	361 N FANNING AVE	035-4655-325.01-00	$3,013.00
RCOM23-0084	4 Plex Townhouse (Smaller), M 660, 2nd 643	128 MARGETTE WAY #1	035-4655-325.01-00	$3,013.00
RCOM23-0085	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #1	035-4655-325.01-00	$3,013.00
RCOM23-0087	SFR, M 1810, UFINB 1795, G 865, COVP 395	4747 PROVIDENCE POINT DR	035-4655-325.01-00	$3,013.00
RCOM23-0091	SFR, M 990, FINB 990, COVP 106 (Twin Home)	918 ADA AVE	035-4655-325.01-00	$3,013.00
RCOM23-0093	SFR, M 1608, UP 917, U-FINB 1614, G 825, CPOR 75	781 BOXWOOD DR	035-4655-325.01-00	$3,013.00
RCOM23-0095	SFR, M 1810, UFINB 1795, G 865, COVP 373	6214 MAGGIE DR	035-4655-325.01-00	$3,013.00
RCOM23-0096	SFR M1734 sq ft FINB 1394 sq ft G 982 sq ft FRPORCH31 sq ft	195 HIDEOUT DR	035-4655-325.01-00	$3,013.00
RCOM23-0100	New SFR, M 1430, FINB 1280, UN-FINB 150, GAR 816, COVP 82	1782 CLARITY LN	035-4655-325.01-00	$3,013.00
RCOM23-0101	Marin Twinhome - 2 car	1792 CLARITY LN	035-4655-325.01-00	$3,013.00

RCOM23-0106	4 Plex Townhouse (Smaller), M 660, 2nd 643	128 MARGETTE WAY #2	035-4655-325.01-00	$3,013.00
RCOM23-0107	4 Plex Townhouse (Smaller), M 660, 2nd 643	128 MARGETTE WAY #3	035-4655-325.01-00	$3,013.00
RCOM23-0108	4 Plex Townhouse (Smaller), M 660, 2nd 643	128 MARGETTE WAY #4	035-4655-325.01-00	$3,013.00
RCOM23-0109	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #2	035-4655-325.01-00	$3,013.00
RCOM23-0110	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #3	035-4655-325.01-00	$3,013.00
RCOM23-0111	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #4	035-4655-325.01-00	$3,013.00
RCOM23-0112	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #5	035-4655-325.01-00	$3,013.00
RCOM23-0113	New Townhome M 758 sq ft, Upper 790 sq ft	148 MARGETTE WAY #6	035-4655-325.01-00	$3,013.00
RCOM23-0114	SFR, M 990, FINB 990, COVP 106 (Twin Home)	922 ADA AVE	035-4655-325.01-00	$3,013.00
RCOM23-0115	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 1	035-4655-325.01-00	$3,013.00
RCOM23-0123	SFR, M 2000, FINB 1978, G 1596, COVP 336	5797 DUNE VILLAGE WAY	035-4655-325.01-00	$3,013.00
RCOM23-0127	New SFR, M 616, Upper 893, Gar 260 (4-Plex Townhome)	367 N FANNING AVE	035-4655-325.01-00	$3,013.00
RCOM23-0128	New SFR, M 616, Upper 893, Gar 260 (4-Plex Townhome)	373 N FANNING AVE	035-4655-325.01-00	$3,013.00
RCOM23-0129	New SFR, M 616, Upper 893, Gar 260 (4-Plex Townhome)	379 N FANNING AVE	035-4655-325.01-00	$3,013.00
RCOM23-0131	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 1	035-4655-325.01-00	$3,013.00
RCOM23-0132	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 2	035-4655-325.01-00	$3,013.00
RCOM23-0133	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 3	035-4655-325.01-00	$3,013.00
RCOM23-0134	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 4	035-4655-325.01-00	$3,013.00
RCOM23-0135	5 Plex TwnHse, M 758, 2nd 790	190 MARGETTE WAY APT 5	035-4655-325.01-00	$3,013.00
RCOM23-0136	4 Plex TwnHse, M 758, 2nd 790	192 MARGETTE WAY APT 1	035-4655-325.01-00	$3,013.00
RCOM23-0137	4 Plex TwnHse, M 758, 2nd 790	192 MARGETTE WAY APT 2	035-4655-325.01-00	$3,013.00
RCOM23-0138	4 Plex TwnHse, M 758, 2nd 790	192 MARGETTE WAY APT 3	035-4655-325.01-00	$3,013.00
RCOM23-0139	4 Plex TwnHse, M 758, 2nd 790	192 MARGETTE WAY APT 4	035-4655-325.01-00	$3,013.00
RCOM23-0140	SFR, M2276, FINB 2394, G1190, COVP 209	6387 DESERT PEAK DR	035-4655-325.01-00	$3,013.00
RCOM23-0141	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 4	035-4655-325.01-00	$3,013.00
RCOM23-0142	New TwnHm, M 758, 2nd 790	176 MARGETTE WAY APT 2	035-4655-325.01-00	$3,013.00
RCOM23-0143	NewTwnHm, M 758, 2nd 790	176 MARGETTE WAY APT 3	035-4655-325.01-00	$3,013.00

RCOM23-0144	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 5	035-4655-325.01-00	$3,013.00
RCOM23-0145	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 6	035-4655-325.01-00	$3,013.00
RCOM23-0146	NEW TWNHM, M 758, 2nd 790	176 MARGETTE WAY APT 7	035-4655-325.01-00	$3,013.00
RCOM23-0151	TWNHM, M 758, 2nd 790	194 MARGETTE WAY APT 1	035-4655-325.01-00	$3,013.00
RCOM23-0152	TWNHM, M 758, 2nd 790	194 MARGETTE WAY APT 2	035-4655-325.01-00	$3,013.00
RCOM23-0153	4 Plex TwnHse, M 758, 2nd 790	194 MARGETTE WAY APT 3	035-4655-325.01-00	$3,013.00
RCOM23-0154	4 Plex TwnHse, M 758, 2nd 790	194 MARGETTE WAY APT 4	035-4655-325.01-00	$3,013.00
RCOM23-0165	4 Plex TwnHse, M 758, 2nd 790	196 MARGETTE WAY APT 1	035-4655-325.01-00	$3,013.00
RCOM23-0166	6 Plex TwnHse, M 758, 2nd 790	196 MARGETTE WAY APT 2	035-4655-325.01-00	$3,013.00
RCOM23-0167	6 Plex TwnHse, M 758, 2nd 790	196 MARGETTE WAY APT 3	035-4655-325.01-00	$3,013.00
RCOM23-0168	6 Plex TwnHse, M 758, 2nd 790	196 MARGETTE WAY APT 4	035-4655-325.01-00	$3,013.00
RCOM23-0169	New Townhome M 758 sq ft, Upper 790 sq ft	198 MARGETTE WAY APT 1	035-4655-325.01-00	$3,013.00
RCOM23-0170	New Townhome M 758 sq ft, Upper 790 sq ft	198 MARGETTE WAY APT 2	035-4655-325.01-00	$3,013.00
RCOM23-0171	6 Plex TWNHME, M 758, 2nd 790	198 MARGETTE WAY APT 3	035-4655-325.01-00	$3,013.00
RCOM23-0172	6 Plex TWNHME, M 758, 2nd 790	198 MARGETTE WAY APT 4	035-4655-325.01-00	$3,013.00
RCOM23-0173	6 Plex TWNHME, M 758, 2nd 790	198 MARGETTE WAY APT 5	035-4655-325.01-00	$3,013.00
RCOM23-0174	6 Plex TWNHME, M 758, 2nd 790	198 MARGETTE WAY APT 6	035-4655-325.01-00	$3,013.00
			Total	**$183,793.00**

Payments Outstanding

IMP_FEE_SF04: IMPACT FEE SINGLE FAMILY TRANSPORTATION				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0001	Test		035-4655-325.01-00	$3,013.00
RCOM23-0120	SFR, M 990, FINB 990, COVP 106 (Twin Home)	757 N WATER AVE	035-4655-325.01-00	$3,013.00
RCOM23-0148	TwnHme, M 898, 2nd 898, CovPorch 190	1297 BEAR AVE	035-4655-325.01-00	$3,013.00
RCOM23-0149	TwnHme, M 898, 2nd 898, CovPorch 190	1287 BEAR AVE	035-4655-325.01-00	$3,013.00
RCOM23-0158	TwnHme, M 898, 2nd 898, CovPorch 190	1289 BEAR AVE	035-4655-325.01-00	$3,013.00
RCOM23-0159	TwnHme, M 898, 2nd 898, CovPorch 190	1291 BEAR AVE	035-4655-325.01-00	$3,013.00
RCOM23-0160	TwnHme, M 898, 2nd 898, CovPorch 190	1293 BEAR AVE	035-4655-325.01-00	$3,013.00
RCOM23-0161	TwnHme, M 898, 2nd 898, CovPorch 190	1295 BEAR AVE	035-4655-325.01-00	$3,013.00

RCOM23-0176	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2120 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0178	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2120 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0186	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2120 Grimmett Way #4	035-4655-325.01-00	$3,013.00
RCOM23-0187	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2120 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0188	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2125 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0189	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2125 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0190	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2125 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0191	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2125 Grimmett Way #4	035-4655-325.01-00	$3,013.00
RCOM23-0192	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2157 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0193	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2157 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0194	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2157 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0195	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2157 Grimmett Way #4	035-4655-325.01-00	$3,013.00
RCOM23-0196	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2160 Grimmett Way #4	035-4655-325.01-00	$3,013.00
RCOM23-0197	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2160 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0198	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2160 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0199	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2160 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0201	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2186 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0202	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2186 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0203	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2186 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0204	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2186 Grimmett Way #4	035-4655-325.01-00	$3,013.00
RCOM23-0205	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2189 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0206	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2189 Grimmett Way #2	035-4655-325.01-00	$3,013.00

RCOM23-0207	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2189 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0208	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2189 Grimmett Way #4	035-4655-325.01-00	$3,013.00
RCOM23-0209	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2221 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0210	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2221 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0211	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2221 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0212	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2221 Grimmett Way #4	035-4655-325.01-00	$3,013.00
RCOM23-0214	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2222 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0215	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2222 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0216	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2222 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0217	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2222 Grimmett Way #4	035-4655-325.01-00	$3,013.00
RCOM23-0218	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2248 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0220	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2248 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0221	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2248 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0222	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2248 Grimmett Way #4	035-4655-325.01-00	$3,013.00
RCOM23-0223	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2253 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0224	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2253 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0225	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2253 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0226	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2253 Grimmett Way #4	035-4655-325.01-00	$3,013.00
RCOM23-0227	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2285 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0228	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2285 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0229	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2285 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0230	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2285 Grimmett Way #4	035-4655-325.01-00	$3,013.00

RCOM23-0231	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2286 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0232	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2286 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0233	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2286 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0234	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2286 Grimmett Way #4	035-4655-325.01-00	$3,013.00
RCOM23-0235	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2310 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0236	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2310 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0237	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2310 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0238	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2310 Grimmett Way #4	035-4655-325.01-00	$3,013.00
RCOM23-0239	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2317 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0240	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2317 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0241	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2317 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0242	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2317 Grimmett Way #4	035-4655-325.01-00	$3,013.00
RCOM23-0243	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2348 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0244	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2348 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0245	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2348 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0246	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2348 Grimmett Way #4	035-4655-325.01-00	$3,013.00
RCOM23-0248	New SFR, M 1605, FINB 1547, GAR 879, COVP 29	157 GALENA SUMMIT DR	035-4655-325.01-00	$3,013.00
RCOM23-0249	New SFR, M 1605, FINB 1547, GAR 879, COVP 29	199 GALENA SUMMIT DR	035-4655-325.01-00	$3,013.00
RCOM23-0250	New SFR, M 1451, FINB 1451, GAR 887, COVP 24	213 GALENA SUMMIT DR	035-4655-325.01-00	$3,013.00
RCOM23-0252	New SFR, M 1498, FINB 1442, GAR 859	227 GALENA SUMMIT DR	035-4655-325.01-00	$3,013.00
RCOM23-0253	SFR, M 1690, FINB 1676, G 876, COVP 15	241 GALENA SUMMIT DR	035-4655-325.01-00	$3,013.00
RCOM23-0254	New SFR, M 1659, FINB 1759, GAR 860, COVP 216	273 GALENA SUMMIT DR	035-4655-325.01-00	$3,013.00

RCOM23-0255	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2349 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0256	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2349 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0257	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2349 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0258	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2349 Grimmett Way #4	035-4655-325.01-00	$3,013.00
RCOM23-0259	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2381 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0260	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2381 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0261	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2381 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0262	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2381 Grimmett Way #4	035-4655-325.01-00	$3,013.00
RCOM23-0263	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2384 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0264	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2384 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0265	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2384 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0266	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2384 Grimmett Way #4	035-4655-325.01-00	$3,013.00
RCOM23-0267	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2432 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0268	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2432 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0269	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2432 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0270	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2120 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0271	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2432 Grimmett Way #4	035-4655-325.01-00	$3,013.00
RCOM23-0272	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2433 Grimmett Way #1	035-4655-325.01-00	$3,013.00
RCOM23-0273	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2433 Grimmett Way #2	035-4655-325.01-00	$3,013.00
RCOM23-0274	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2433 Grimmett Way #3	035-4655-325.01-00	$3,013.00
RCOM23-0275	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2433 Grimmett Way #4	035-4655-325.01-00	$3,013.00
RCOM23-0280	New SFR, M 1498, FINB 1442, GAR 859	296 GALENA SUMMIT DR	035-4655-325.01-00	$3,013.00

RCOM23-0281	New SFR, M 1403, FINB 1403, GAR 831, COVP 24	297 GALENA SUMMIT DR	035-4655-325.01-00	$3,013.00
RES23-0042	SFR, M2276, FINB 2394, G1190, COVP 124	6387 DESERT PEAK DR	035-4655-325.01-00	$3,013.00
			Total	**$295,274.00**

Payments Received

IMP_NRESIND1: INDUSTRIAL IMPACT FEE POLICE				
Record Number	Description	Address	Account #	Paid Amount
COM23-0050	Shell Only	4125 BOMBARDIER AVE	032-2055-325.01-00	$4,299.75
			Total	**$4,299.75**

Payments Outstanding

IMP_NRESIND1: INDUSTRIAL IMPACT FEE POLICE				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0159	A 10,000 sf pre-engineered metal building addition	2090 N YELLOWSTONE HWY	032-2055-325.01-00	$2,362.50
COM23-0115	New Construction of a Lowe's Home Improvement Warehouse	925 E 17TH ST	032-2055-325.01-00	$5,877.90
			Total	**$8,240.40**

Payments Received

IMP_NRESIND2: INDUSTRIAL IMPACT FEE FIRE/EMS				
Record Number	Description	Address	Account #	Paid Amount
COM23-0050	Shell Only	4125 BOMBARDIER AVE	033-2355-325.01-00	$505.05
			Total	**$505.05**

Payments Outstanding

IMP_NRESIND2: INDUSTRIAL IMPACT FEE FIRE/EMS				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0159	A 10,000 sf pre-engineered metal building addition	2090 N YELLOWSTONE HWY	033-2355-325.01-00	$277.50
COM23-0115	New Construction of a Lowe's Home Improvement Warehouse	925 E 17TH ST	033-2355-325.01-00	$690.42
			Total	**$967.92**

Payments Received

IMP_NRESIND3: INDUSTRIAL IMPACT FEE TRANSPORTATION				
Record Number	Description	Address	Account #	Paid Amount
COM23-0050	Shell Only	4125 BOMBARDIER AVE	035-4655-325.01-00	$13,340.60

Total	**$13,340.60**

Payments Outstanding

IMP_NRESIND3: INDUSTRIAL IMPACT FEE TRANSPORTATION				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0159	A 10,000 sf pre-engineered metal building addition	2090 N YELLOWSTONE HWY	035-4655-325.01-00	$7,330.00
COM23-0115	New Construction of a Lowe's Home Improvement Warehouse	925 E 17TH ST	035-4655-325.01-00	$18,237.04
			Total	**$25,567.04**

Payments Received

IMP_NRESINT1: INSTITUTIONAL IMPACT FEE POLICE				
Record Number	Description	Address	Account #	Paid Amount
COM23-0112	MVH West Wing Addition	2325 CORONADO ST	032-2055-325.01-00	$7,916.63
			Total	**$7,916.63**

Payments Outstanding

IMP_NRESINT1: INSTITUTIONAL IMPACT FEE POLICE				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0057	Belle Medical	3950 WASHINGTON PKWY	032-2055-325.01-00	$1,623.16
COM23-0129	Idaho Falls Community Hospital OR Addition and Remodel	2325 CORONADO ST	032-2055-325.01-00	$5,551.85
			Total	**$7,175.01**

Payments Received

IMP_NRESINT2: INSTITUTIONAL IMPACT FEE FIRE/EMS				
Record Number	Description	Address	Account #	Paid Amount
COM23-0112	MVH West Wing Addition	2325 CORONADO ST	033-2355-325.01-00	$19,402.13
			Total	**$19,402.13**

Payments Outstanding

IMP_NRESINT2: INSTITUTIONAL IMPACT FEE FIRE/EMS				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0057	Belle Medical	3950 WASHINGTON PKWY	033-2355-325.01-00	$3,978.06
COM23-0129	Idaho Falls Community Hospital OR Addition and Remodel	2325 CORONADO ST	033-2355-325.01-00	$13,606.52
			Total	**$17,584.58**

Payments Received

IMP_NRESINT3: TRANSPORTATION IMPACT FEE TRANSPORTATION				
Record Number	Description	Address	Account #	Paid Amount
COM23-0112	MVH West Wing Addition	2325 CORONADO ST	035-4655-325.01-00	$24,567.50
			Total	**$24,567.50**

Payments Outstanding

IMP_NRESINT3: TRANSPORTATION IMPACT FEE TRANSPORTATION				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0057	Belle Medical	3950 WASHINGTON PKWY	035-4655-325.01-00	$5,037.13
COM23-0129	Idaho Falls Community Hospital OR Addition and Remodel	2325 CORONADO ST	035-4655-325.01-00	$17,228.95
			Total	**$22,266.08**

Payments Received

IMP_NRESOFF1: OFFICE IMPACT FEE POLICE				
Record Number	Description	Address	Account #	Paid Amount
COM23-0049	Amend2 Interior build out	4125 BOMBARDIER AVE	032-2055-325.01-00	$3,151.80
			Total	**$3,151.80**

Payments Outstanding

IMP_NRESOFF1: OFFICE IMPACT FEE POLICE				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0071	Park Place Counseling/Wellness Center	1262 E 17TH ST	032-2055-325.01-00	$3,270.46
COM22-0183	NEW K-9 TRAINING FACILITY @ SR ANIMAL SHELTER	3000 LINDSAY BLVD	032-2055-325.01-00	$556.20
COM23-0099	Blackwood Building Shell & Build out	3740 WOODKING DR	032-2055-325.01-00	$6,039.41
			Total	**$9,866.07**

Payments Received

IMP_NRESOFF2: OFFICE IMPACT FEE FIRE/EMS				
Record Number	Description	Address	Account #	Paid Amount
COM23-0049	Amend2 Interior build out	4125 BOMBARDIER AVE	033-2355-325.01-00	$392.70
			Total	**$392.70**

Payments Outstanding

IMP_NRESOFF2: OFFICE IMPACT FEE FIRE/EMS

Record Number	Description	Address	Account #	Outstanding Payment
COM22-0071	Park Place Counseling/Wellness Center	1262 E 17TH ST	033-2355-325.01-00	$407.48
COM22-0183	NEW K-9 TRAINING FACILITY @ SR ANIMAL SHELTER	3000 LINDSAY BLVD	033-2355-325.01-00	$69.30
COM23-0099	Blackwood Building Shell & Build out	3740 WOODKING DR	033-2355-325.01-00	$752.48
			Total	**$1,229.26**

Payments Received

IMP_NRESOFF3: OFFICE IMPACT FEE TRANSPORTATION				
Record Number	Description	Address	Account #	Paid Amount
COM23-0049	Amend2 Interior build out	4125 BOMBARDIER AVE	035-4655-325.01-00	$9,792.00
			Total	**$9,792.00**

Payments Outstanding

IMP_NRESOFF3: OFFICE IMPACT FEE TRANSPORTATION				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0071	Park Place Counseling/Wellness Center	1262 E 17TH ST	035-4655-325.01-00	$10,160.64
COM22-0183	NEW K-9 TRAINING FACILITY @ SR ANIMAL SHELTER	3000 LINDSAY BLVD	035-4655-325.01-00	$1,728.00
COM23-0099	Blackwood Building Shell & Build out	3740 WOODKING DR	035-4655-325.01-00	$18,763.20
			Total	**$30,651.84**

Payments Received

IMP_NRESRTL1: RETAIL IMPACT FEE POLICE				
Record Number	Description	Address	Account #	Paid Amount
COM21-0018	Black Tie car wash - tunnel building, with office/lobby.	2535 BROADWAY	032-2055-325.01-00	$7,403.70
COM21-0019	New car detail service building, with attached lounge.	2545 BROADWAY	032-2055-325.01-00	$2,954.37
COM22-0060	Car Wash Express-Shell and Build-Out	725 BROADWAY	032-2055-325.01-00	$4,372.80
COM22-0061	Thirst Burst@ Car Wash Express-Shell and Build-Out	202 N Utah	032-2055-325.01-00	$1,366.50
			Total	**$16,097.37**

Payments Outstanding

IMP_NRESRTL1: RETAIL IMPACT FEE POLICE

Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 6/1/2023 and 8/31/2023

Record Number	Description	Address	Account #	Outstanding Payment
COM22-0043	Wackerli Buick-New Service Bay Addition	1363 N HOLMES AVE	032-2055-325.01-00	$13,364.37
COM22-0082	City Heights-Multi Use Shell and Build-Out	187 E 1ST ST	032-2055-325.01-00	$7,856.01
COM23-0083	Camping World New Service Building	1355 TARA ST	032-2055-325.01-00	$20,497.50
COM23-0088	TWAS - Idaho Falls	1625 NORTHGATE MILE	032-2055-325.01-00	$4,099.50
COM23-0097	Honey Baked Hams T.I.	3502 S 25TH E	032-2055-325.01-00	$2,733.00
COM23-0110	Teeton Golf Store T.I.	3504 S 25TH E	032-2055-325.01-00	$1,583.77
COM23-0111	"Plunj" T.I.	3510 S 25TH E	032-2055-325.01-00	$2,820.46
			Total	**$52,954.61**

Payments Received

IMP_NRESRTL2: RETAIL IMPACT FEE FIRE/EMS				
Record Number	Description	Address	Account #	Paid Amount
COM21-0018	Black Tie car wash - tunnel building, with office/lobby.	2535 BROADWAY	033-2355-325.01-00	$1,877.34
COM21-0019	New car detail service building, with attached lounge.	2545 BROADWAY	033-2355-325.01-00	$749.13
COM22-0060	Car Wash Express-Shell and Build-Out	725 BROADWAY	033-2355-325.01-00	$1,108.80
COM22-0061	Thirst Burst@ Car Wash Express-Shell and Build-Out	202 N Utah	033-2355-325.01-00	$346.50
			Total	**$4,081.77**

Payments Outstanding

IMP_NRESRTL2: RETAIL IMPACT FEE FIRE/EMS				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0043	Wackerli Buick-New Service Bay Addition	1363 N HOLMES AVE	033-2355-325.01-00	$3,388.77
COM22-0082	City Heights-Multi Use Shell and Build-Out	187 E 1ST ST	033-2355-325.01-00	$1,992.03
COM23-0083	Camping World New Service Building	1355 TARA ST	033-2355-325.01-00	$5,197.50
COM23-0088	TWAS - Idaho Falls	1625 NORTHGATE MILE	033-2355-325.01-00	$1,039.50
COM23-0097	Honey Baked Hams T.I.	3502 S 25TH E	033-2355-325.01-00	$693.00
COM23-0110	Teeton Golf Store T.I.	3504 S 25TH E	033-2355-325.01-00	$401.59
COM23-0111	"Plunj" T.I.	3510 S 25TH E	033-2355-325.01-00	$715.18
			Total	**$13,427.57**

Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 6/1/2023 and 8/31/2023

Payments Received

IMP_NRESRTL3: RETAIL IMPACT FEE TRANSPORTATION				
Record Number	Description	Address	Account #	Paid Amount
COM21-0018	Black Tie car wash - tunnel building, with office/lobby.	2535 BROADWAY	035-4655-325.01-00	$20,778.03
COM21-0019	New car detail service building, with attached lounge.	2545 BROADWAY	035-4655-325.01-00	$8,291.27
COM22-0061	Thirst Burst@ Car Wash Express-Shell and Build-Out	202 N Utah	035-4655-325.01-00	$1,567.10
			Total	**$30,636.40**

Payments Outstanding

IMP_NRESRTL3: RETAIL IMPACT FEE TRANSPORTATION				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0043	Wackerli Buick-New Service Bay Addition	1363 N HOLMES AVE	035-4655-325.01-00	$37,506.30
COM22-0082	City Heights-Multi Use Shell and Build-Out	187 E 1ST ST	035-4655-325.01-00	$22,047.42
COM23-0083	Camping World New Service Building	1355 TARA ST	035-4655-325.01-00	$57,525.00
COM23-0088	TWAS - Idaho Falls	1625 NORTHGATE MILE	035-4655-325.01-00	$11,505.00
COM23-0097	Honey Baked Hams T.I.	3502 S 25TH E	035-4655-325.01-00	$7,670.00
COM23-0110	Teeton Golf Store T.I.	3504 S 25TH E	035-4655-325.01-00	$4,444.77
COM23-0111	"Plunj" T.I.	3510 S 25TH E	035-4655-325.01-00	$7,915.44
			Total	**$148,613.93**

Grand Total **$2,734,865.29**

Memorandum

File #: 23-246 **City Council Meeting**

FROM: PJ Holm, Director, Parks and Recreation Dept.
DATE: Wednesday, September 6, 2023
DEPARTMENT: Parks & Recreation

Subject
Approval of the Concession Agreement Between KCR Adventures, LLC, and the City of Idaho Falls.

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve an agreement between KCR Adventures, LLC, and the City of Idaho Falls, whereas KCR Adventures will operate a winter sports venue in a portion of Ryder Park.

Description, Background Information & Purpose
KCR Adventures, LLC will run a winter sports venue in a portion of Ryder Park for an initial ten (10) year term commencing on October 1, 2023, and shall terminate on September 30, 2033. The operating season of the winter sports venue will be October 1st to May 1st. The concessionaire shall pay the City each year during this term one dollar ($1) per paid patron admission. This payment will be deposited into the Parks Improvement Fund.

Alignment with City & Department Planning Objectives



☒ ☐ ☐ ☐ ☒ ☐ ☐ ☐

This concession agreement purports to the Community-Oriented Results by maintaining easily accessible parks, trail, green spaces, and recreational facilities to meet community expectations.

Interdepartmental Coordination
The Parks and Recreation and City Attorney Departments coordinated on this matter.

Fiscal Impact
This agreement will allow the City to collect funds from the concessionaire for the Parks Improvement Fund.

Legal Review
The City Legal Department concurs that the desired action is within State Statute.

CONCESSION AGREEMENT BETWEEN KCR ADVENTURES, LLC, AND CITY OF IDAHO FALLS, IDAHO

THIS CONCESSION AGREEMENT BETWEEN KCR ADVENTURES, LLC, AND CITY OF IDAHO FALLS, IDAHO ("Agreement") is made and entered into this 7 day of September 2023, by and between the CITY OF IDAHO FALLS, IDAHO acting through the DEPARTMENT OF PARKS AND RECREATION, a municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 ("CITY") and KCR ADVENTURES, LLC, whose address is 930 Pier View Drive, Idaho Falls, Idaho 83401 ("CONCESSIONAIRE").

W I T N E S S E T H:

WHEREAS, CITY owns, maintains, and manages Ryder Park ("PARK"); and

WHEREAS, CITY desires to enter into an agreement with CONCESSIONAIRE to provide for the creation and operation of a winter sports venue at PARK; and

WHEREAS, the Agreement grants concession rights to CONCESSIONAIRE for only a portion of PARK and related only to a winter sports venue, while leaving other concessions rights at PARK open for other uses and occupation; and

WHEREAS, CONCESSIONAIRE desires to secure such concession rights in the PARK shown in Exhibit "A", attached and incorporated by reference into this Agreement; and

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:

1. GRANT AND DESCRIPTION OF CONCESSION PREMISES. **CITY, pursuant to the authority of, and in accordance with, Idaho Code, Title 50, Chapter 3, grants to CONCESSIONAIRE and CONCESSIONAIRE accepts from CITY, the privilege to provide the required and optional services and facilities as set forth below and in Exhibit "B" (Required and Optional Concession Services).**

   A. **CONCESSIONAIRE's operations shall be limited to the premises marked as "Concession Premises" in Exhibit "A" attached, and incorporated by reference into this Agreement, and hereinafter referred to as "CONCESSION PREMISES".**

   B. **CONCESSIONAIRE shall have the first right to accept an agreement to provide additional services at the PARK under such terms and conditions as CITY may then prescribe. CONCESSIONAIRE recognizes that, within the PARK, CONCESSIONAIRE does not have the exclusive right for concessions other than those set forth in Exhibit "B" (Required and Optional Concession Services).**

2. TERM. The initial ten (10) year term of this Agreement shall commence on October 1, 2023, and shall terminate on September 30, 2033, unless extended or amended or as otherwise terminated pursuant to this Agreement. CONCESSIONAIRE shall have the option to renew this Agreement for not more than two (2) consecutive five (5) year periods on the same terms and conditions as are stated in this Agreement, provided CONCESSIONAIRE shall not be in default of CONCESSIONAIRE's obligations beyond any applicable notice and cure period at the expiration of such initial term or any extended term. No term shall extend or renew automatically unless CONCESSIONAIRE provides written notice to CITY of CONCESSIONAIRE's intent to exercise an option to renew a term not less than ninety (90) days prior to the end of any current term.

3. HOLDOVER. If CONCESSIONAIRE holds over after the expiration of the term(s) of this Agreement with the express or implied consent of CITY, such holding over shall be deemed to be a month-to-month tenancy otherwise subject to the terms of this Agreement.

4. GOING CONCERN, BLUESKY, BUSINESS VALUES OF CONCESSION OPERATIONS. CONCESSIONAIRE's rights and privileges are limited to those rights and privileges specifically granted in this Agreement and CONCESSIONAIRE's business operations upon the CONCESSION PREMISES shall not, as between CITY and CONCESSIONAIRE, accrue any value for going concern, good will, blue sky, business values, trade name, or other intangible property. Nothing in this Agreement shall create a partnership between the Parties or transfer to or authorize CONCESSIONAIRE to exercise any governmental authority or power.

5. PAYMENT OF COMPENSATION TO CITY.

A. (1) CONCESSIONAIRE shall pay to CITY each year during every term of this Agreement one dollar ($1) per paid patron admission. This per paid patron admission amount shall be paid for every paid patron admission for every session during every operating season and includes every season pass holder entry and every discounted patron admission. This per paid patron visit amount will not be owed to CITY for a patron for whom there is no charge for a patron admission (e.g., under the age to pay, special free entrance promotions, etc.).

(2) Upon the expiration of the first ten (10) year term of this Agreement and before the extension of the Agreement for the subsequent five (5) year term, the one dollar ($1) per paid patron admission amount shall be adjusted for inflation by multiplying the original one dollar ($1) per paid patron admission by a fraction determined as follows: The U.S. Consumer Price Index of all Urban Consumers (CPI-U), U.S. City Average, as determined by the U.S. Department of Labor, Bureau of Labor Statistics as denominator, and the most current CPI-U available at the time of such adjustment, as numerator. The resulting amount shall be paid to CITY by CONCESSIONAIRE during the first five (5) year extension of the Agreement. Following the expiration of the first five (5) year extension and before the commencement of the next and final five (5) year extension of this Agreement, if any, the same method/formula of adjustment for inflation shall be applied using the amount to

which the original one dollar ($1) per paid patron was adjusted during the first five (5) year extension as the multiplier.

B. At the Council's direction, monies paid by CONCESSIONAIRE to CITY under this Section of the Agreement may be deposited in the Parks Improvement Fund (Fund 47) and expended from that Fund, as directed or approved by CITY Council.

C. Payment to CITY and CONCESSIONAIRE's annual revenue report is due on July 1st of each year of this Agreement.

D. Payment shall be made to the order of the Idaho Falls Department of Parks and Recreation, Attn: Director, P.O. Box 50220, Idaho Falls, Idaho 83405. Late payments shall accrue interest at the legal rate of interest as set by CITY Treasurer for the accrual of interest on judgments until paid. Payments that are more than thirty (30) days late will constitute a breach of this Agreement absent a written addendum to this Agreement signed by both parties. If this Agreement is breached by CONCESSIONAIRE, unpaid annual rent shall be considered at once due and payable by CONCESSIONAIRE without notice or demand by CITY.

6. ACCOUNTING AND RECORDS.

A. CONCESSIONAIRE shall install and maintain inventory, bookkeeping, and accounting methods; and methods of collection of monies, which shall permit CITY to accurately compute the gross revenue of CONCESSIONAIRE.

B. CONCESSIONAIRE shall, at CONCESSIONAIRE's own expense, maintain such cash and transaction records as will provide a breakdown of admission and charges for CONCESSIONAIRE patrons and sales, including records of admission charges. This report shall provide the number of patrons admitted and shall, at a minimum, indicate the total number of admitted patrons, paid patrons, and no-charge patrons. For the purposes of this report and to calculate the Compensation to City required in Section 5, paid patrons shall include all admitted patrons who paid any amount for admission, including, but not limited to, who were admitted to the venue for:

i. paying a full admission fee,
ii. paying discount as authorized by CONCESSIONAIRE; or
iii. presenting a season pass.

C. CONCESSIONAIRE shall submit to CITY, no later than July 1st of each year of this Agreement, a statement of annual gross receipts and a copy of the year-end sales tax report for the preceding calendar year. Such statement shall contain an appropriate certification that all gross receipts during the yearly accounting period have been duly and properly reported to CITY.

D. CONCESSIONAIRE shall keep true and accurate books and records showing all of its business transactions in separate records of account for CONCESSION PREMISES in a

manner acceptable to CITY. CITY shall have the right to examine daily sales records kept on CONCESSION PREMISES during regular business hours of CONCESSIONAIRE, provided that such examination does not unreasonably interfere with CONCESSIONAIRE's operation of the concession. CITY shall have the right to examine all other books and records, including but not limited to inventory records and certified state of Idaho Sales Tax Return Records, provided that CITY shall treat such records as confidential and not divulge them to third parties except in the event of litigation or as required by the Idaho Public Records Law (Idaho Code Title 74, Chapter 1). CITY shall examine books and records only upon reasonable notice and only at such times as shall not unreasonably interfere with CONCESSIONAIRE's operation of the concession. CITY further shall have the right to examine all such books and records at any time within two (2) years of termination or expiration of this Agreement, or until such time that a final audit is concluded as to CONCESSIONAIRE's activities under this Agreement, whichever event occurs first.

7. EXCLUSIVENESS POLICY. CONCESSIONAIRE shall have the exclusive right to provide the required and optional services described in Exhibit "B" within CONCESSION PREMISES during the operating season of October 1st to May 1st and any extensions before or after. While CONCESSIONAIRE may, at its option, provide additional services within CONCESSION PREMISES, such right is non-exclusive. CONCESSIONAIRE shall not provide any concession services whatsoever on any portion of the PARK outside CONCESSION PREMISES.

8. RENEWAL. CITY grants CONCESSIONAIRE the right to automatically renew this Agreement for additional time periods pursuant to Section 2 of this Agreement.

9. QUALITY OF SERVICE. All items sold and all food service provided by CONCESSIONAIRE shall comply with the Rules of the Idaho Department of Health and Welfare governing Food Safety and Sanitation Standards for Food Establishments, as enforced by Eastern Idaho Public Health Department. A copy of the permit, license, and inspection report issued by Eastern Idaho Public Health Department shall be made available to CITY. CITY shall have the right to prohibit the sale of any item or to order the improvement of any service or equipment not satisfying the above requirements.

10. CONTROL OF RATES AND CHARGES. Prices charged by CONCESSIONAIRE for food, beverages, and services (other than patron admission) shall be reasonably related to the quality and quantity of the items sold. If CITY determines that any price is not so related, CITY may request that the price be modified. CITY shall not require a modification in price that would prevent CONCESSIONAIRE from realizing a profit on items sold. CONCESSIONAIRE shall keep a schedule for such fees, rates or prices posted at all times in a conspicuous place on CONCESSION PREMISES.

11. INITIAL CONSTRUCTION OR IMPROVEMENTS ON CONCESSIONAIRE PREMISES.

A. 1. Reimbursable Expenditures. The Parties agree that one half (1/2) of the "Not to Exceed" total value of agreed upon construction and installation of parking facilities; initial

earth work/berming; extension of water, sewer, and electrical utilities; landscaping; irrigation; infrastructure to keep river pumps warm and running during the winter season; and all additional initial improvements and appurtenances that are beneficial to general Ryder Park-wide users, such as a restroom and park shelter included in this Section 11.A.1, shall be reimbursed to CONCESSIONAIRE over time, as set out further in this Section 11 of this Agreement.

INITIAL CONSTRUCTION/FACILITIES	"NOT TO EXCEED" VALUE
Parking Facilities	$ 20,000
Earthwork/Berming	$275,000
Extension of Utilities	$ 50,000
Landscaping	$ 50,000
Irrigation	$ 5,000
Total Agreed-Upon "Not to Exceed" Value of Initial Improvements	$400,000

2. Non-Reimbursable Expenditures. The Parties agree that ticket booth/office space, pump equipment, infrastructure used for snowmaking specifically and other improvements which serve only CONCESSIONAIRE, or as determined by CITY, shall not be included in the reimbursable amount of this Section. Initial construction and improvements that are "winter park specific" shall not qualify for reimbursement.

CONSTRUCTION/FACILITIES NOT ELIGIBLE FOR REIMBURSEMENT

Ticket Booth
Office Space
Initial Installation of Water Pump Infrastructure
Water Pump Equipment following its initial installation.
Snow Making Infrastructure and Equipment
Portable Warming Hut
Portable or Removable Restroom Facilities
Food Trailer(s)

3. Potentially Reimbursable Future Expenditures. Any changes or additions to the list of reimbursable costs in Section 11.A.1 of this Agreement after the date of execution of this Agreement shall be approved by CITY in writing at CITY's sole discretion and prior to their addition or installation.

POTENTIAL FUTURE REIMBURSABLE CONSTRUCTION/FACILITIES	AGREED UPON "NOT TO EXCEED" VALUE
Permanent Public Restrooms	$100,000
Permanent Park Shelters	$ 50,000

B. Until CITY reimburses CONCESSIONAIRE for fifty percent (50%) of the total initial capital improvement costs to CONCESSIONAIRE PREMISES pursuant to Section 11.A.1

of this Agreement, CONCESSIONAIRE may retain up to one hundred percent (100%) of the per paid patron amount collected by CONCESSIONAIRE and owed to CITY pursuant to Section 5 of this Agreement, as such per paid patron amounts are documented and collected. After CONCESSIONAIRE has been reimbursed for fifty percent (50%) of CONCESSIONAIRE's installation of initial agreed upon not-to-exceed improvements to CONCESSIONAIRE PREMISES as listed in 11.A.1 of this Agreement, CONCESSIONAIRE shall deliver to CITY all CONCESSIONAIRE's per paid patron amounts required to be paid to CITY pursuant to Section 5 of this Agreement, unless otherwise agreed upon in writing by the Parties.

12. CONSTRUCTION OR MODIFICATION OF IMPROVEMENTS. If the CONCESSIONAIRE should undertake, at CONCESSIONAIRE's own expense, any construction, alterations, or modification of CONCESSION PREMISES, CONCESSIONAIRE shall submit, for the review and prior written approval of CITY, all plans, drawings, and specifications. CITY shall approve, reject, or require modifications of such plans within forty-five (45) days after submission of those plans to CITY.

13. MAINTENANCE, REPAIRS, OR DAMAGE TO CONCESSION PREMISES. CONCESSIONAIRE shall, at CONCESSIONAIRE's own expense, maintain CONCESSION PREMISES in clean, healthful, and safe condition, and in accordance with applicable state, county, and federal laws and regulations. If CONCESSIONAIRE fails to undertake repairs necessary to maintain such conditions, CITY shall have the right to perform such maintenance or repairs and CONCESSIONAIRE shall promptly reimburse CITY for the cost thereof, provided that CITY shall first give CONCESSIONAIRE fifteen (15) days written notice of its intention to perform such maintenance or repairs to enable CONCESSIONAIRE to perform such maintenance or repairs at its own expense.

    CONCESSIONAIRE shall be legally and financially responsible for the maintenance and repair of all water pumps and other water pump equipment related to CONCESSIONAIRE's withdrawal of water from the Snake River (to aid the production of snow from October 1st to May 1st of each year) during the term of this Agreement. In the event of any emergency, such as vandalism, fire, wind, flooding, hail, or other act of God, which threatens damage to CONCESSION PREMISES or harm to the public, CITY may immediately act to stop such emergencies and mitigate any potential damage to CONCESSION PREMISES. CITY shall notify CONCESSIONAIRE of any emergency circumstances, action, or repair and shall request that CONCESSIONAIRE make further repairs necessitated by such emergency. CONCESSIONAIRE shall reimburse CITY for all reasonable repairs made pursuant to this emergency provision.

14. PARKING NOT EXCLUSIVE TO CONCESSIONAIRE OR ITS PATRONS. Parking at Ryder Park, including parking on CONCESSIONAIRE PREMISES, shall be available to the general public, without charge, whether or not the users parking on CONCESSIONAIRE PREMISES are patrons of CONCESSIONAIRE.

15. INSURANCE. CONCESSIONAIRE shall obtain and maintain insurance at its own expense as required herein for the duration of the Agreement, and shall comply with all limits, terms

and conditions stipulated. Policies shall provide, or be endorsed to provide, all required coverage. CONCESSIONAIRE shall provide certificates of insurance or certified endorsements as applicable for the insurance required. CONCESSIONAIRE shall not commence work under this Agreement until satisfactory evidence of all required insurance is provided to CITY.

A. Additional Insured. All CONCESSIONAIRE insurance required in this Agreement, except for Workers Compensation, shall name the "City of Idaho Falls, Idaho" as an Additional Insured.

B. Ratings. All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be primary. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due CITY.

C. Tail Coverage. If any of the liability insurance required for this Agreement is arranged on a "claims-made" basis, "tail coverage" shall be required at the completion or termination of this Agreement for a duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage shall be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this Agreement, or twenty-four (24) months "prior acts" coverage is provided. CONCESSIONAIRE shall be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.

D. No Implied Limitation. By requiring insurance herein, CITY does not represent that coverage and limits shall necessarily be adequate to protect CONCESSIONAIRE, and such coverage and limits shall not be deemed as a limitation on CONCESSIONAIRE's liability under the indemnities granted to CITY.

E. Required Coverages. CONCESSIONAIRE shall maintain insurance in amounts not less than the following:

1. Commercial General Liability (CGL) with a limit of not less than one million dollars ($1,000,000) each occurrence, and one million dollars ($1,000,000) annual aggregate, if defense is outside the limits. If defense is inside the limits, the limit must be two million dollars ($2,000,000) each occurrence, and two million dollars ($2,000,000) aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the CGL is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.

2. Automobile Liability including owned, non-owned, and hired liability with a limit of not less than one million dollars ($1,000,000) each occurrence, and one million dollars ($1,000,000) aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the Auto is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable earners.

3. Workers Compensation Insurance in amounts as required by statute, and Employers' Liability with a limit of one hundred thousand dollars ($100,000) Bodily Injury by Accident-each Accident, one hundred thousand dollars ($100,000) Bodily Injury by Disease-each employee, five hundred thousand dollars ($500,000) Bodily Injury by Disease-policy limit.

16. HOLD HARMLESS AGREEMENT. CONCESSIONAIRE shall indemnify, defend and save harmless CITY, its officers, agents, elected officials, and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits whatsoever caused by or arising out of CONCESSIONAIRE's negligent or wrongful performance, acts or omissions under this Agreement or CONCESSIONAIRE's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of CITY's sovereign immunity, which immunity is hereby expressly reserved.

17. ALCOHOL CONSUMPTION AND SALES. No alcohol shall be sold or consumed on CONCESSION PREMISES until after a required change in Idaho Falls City Code or policy is made by CITY Council and terms of such sale or consumption is agreed to in writing, including provision for insurance to cover associated risks and liabilities.

18. BREACH AND TERMINATION. Each term and condition of this Agreement is material, and default as to, or breach of any, of these terms by CONCESSIONAIRE shall be grounds for termination of the entire agreement by CITY. Any material violation by CONCESSIONAIRE of any rule or regulation now in force or hereafter adopted by the Director of Parks and Recreation Department, shall be grounds for termination of this Agreement. The determination of whether a violation constitutes a material violation subjecting this Agreement to termination shall rest solely in the discretion of CITY.

A. Bankruptcy. A material violation of this Agreement shall be deemed to occur if CONCESSIONAIRE files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or if involuntary proceedings under any bankruptcy act or insolvency act be instituted against CONCESSIONAIRE or if a trustee or receiver is appointed of any property of CONCESSIONAIRE. Any bankruptcy filing shall automatically relieve CITY from any further obligations to reimburse CONCESSIONAIRE for CONCESSIONAIRE's cost for any initial construction or initial improvements identified in Section 11 of this Agreement, unless otherwise agreed to in writing by the Parties; however, CITY shall remain obligated to reimburse CONCESSIONAIRE for initial construction or initial improvements due and owing as of the date of CONCESSIONAIRE's bankruptcy filing.

B. Compliance with Environmental Laws. CONCESSIONAIRE agrees that it shall not treat, store, manufacture, dispose, use, or allow the use of any "hazardous substance" upon the Premises, as such term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 2980 ("CERCLA", 42 U.S.C. § 9601, et seq.), the Clean Water Act, ("CWA", 33 U.S.C. § 1251, et seq.), the Toxic Substances Control Act ("TSCA", 15 U.S.C. § 7401, et seq.), the Resource Conservation and Recovery Act of 1976 (RCRA", 42 U.S.C. § 6901, et seq.), the Idaho Environmental Protection and Health Act

of 1972 ("IEPHA", Title 39, Chapter I , Idaho Code), the Idaho Hazardous Waste Management Act of 1983 ("IHWMA", Title 39, Chapter 44, Idaho Code) or any other similar state or federal law or regulation regulating the use, storage, transport or manufacture or a hazardous substance, without first sending written notice of such intended use to CITY at least sixty (60) days prior to the commencement of such use. Such notice shall specifically describe the hazardous substance involved, the reason for such use and all methods, precautions and procedures to be employed by CONCESSIONAIRE to ensure such hazardous substance is not released into the environment. CONCESSIONAIRE also agrees to strictly comply with all terms and provisions of such acts, statutes and laws, and any other similar environmental law or any rule or regulations, enacted or promulgated after the date hereof, and to design and construct all facilities in a manner which reasonably ensures hazardous substances will not be released into the environment.

CITY, and its agents, attorneys, employees, consultants and contractors, hereby reserve the right to enter upon and inspect the real property and facilities leased hereby at any time for the purpose of determining CONCESSIONAIRE's compliance with the provisions of this section, including, without limitation , the right to perform such inspections, examinations, subsurface testing, soils and ground water testing and other tests necessary to protect CITY's interest in the property and ensure CONCESSIONAIRE's compliance with the terms and provisions of this section.

In the event CONCESSIONAIRE gives notice of its intent to use such hazardous substances, CITY may require that CONCESSIONAIRE annually submit a written site assessment and environmental audit to CITY, in scope, form and substance satisfactory to CITY, and prepared by an independent, competent and qualified licensed engineer showing that the engineer has conducted an environmental audit of CONCESSION PREMISES, consistent with good commercial and customary practice and certifying that no evidence or indication came to light which would suggest there has been a release of hazardous substances on CONCESSION PREMISES, which would necessitate an environmental response action by the United States government or the State of Idaho, or any agency thereof, and further certifying that CONCESSIONAIRE's use of CONCESSION PREMISES and the condition of CONCESSION PREMISES, complies with and does not deviate from all applicable environmental statutes, laws, ordinances, rules and regulations, including any licenses, permits or certificates required thereunder. In the event any environmental response action is initiated by any federal or state agency charged with the enforcement of such environmental laws and regulations, CITY may require such environmental audit and inquiry be conducted more frequently than annually and as frequently as necessary to ensure CONCESSIONAIRE's compliance with the terms and provisions hereof. In the event any environmental response action is initiated or taken by any state or federal regulatory agency, CITY may require CONCESSIONAIRE to post and deliver a performance bond or policy of insurance indemnifying and holding CITY harmless from any and all reasonably foreseeable costs, penalties, fines or response costs of any kind which may be assessed by such agency on account of CONCESSIONAIRE's failure to comply with the provisions of such environmental laws and regulations, as a condition for CONCESSIONAIRE's continued use of CONCESSION PREMISES

pending determination by a court of law of CONCESSIONAIRE's compliance with such statutes.

In the event CONCESSIONAIRE's failure to strictly comply with the terms and provisions of said statutes or laws, CITY may immediately and without prior notice enter upon CONCESSION PREMISES and take such response action as reasonably necessary to bring the property into compliance with such laws and comply with any response action taken by any agency charged with the enforcement thereof. In such event, all costs, expenses and consultants' fees incurred by CITY shall be promptly and immediately paid by CONCESSIONAIRE, and together with interest at a rate of twelve percent (12%) per annum until paid, from the date such costs were incurred by CITY.

In the event CONCESSIONAIRE has used, stored or transported a hazardous substance upon CONCESSION PREMISES, CITY may, at the termination of this Agreement, perform an environmental audit of such scope and extent determined necessary by CITY, in order to determine CONCESSIONAIRE's compliance with the terms and provisions of this section. Such audit shall be performed at the sole expense of CONCESSIONAIRE.

CONCESSIONAIRE agrees to indemnify, defend, and save CITY harmless from any and all damages, remedial orders, judgments, decrees, costs and expenses, including but not limited to attorneys fees, consultants fees, clean-up costs, removal and response costs arising from CONCESSIONAIRE's failure to strictly comply with the terms and provisions of this section. The terms and provisions of this section shall survive the termination of this Agreement and shall remain in effect for the full period of any statute of limitations with respect to the enforcement of such environmental laws and regulations, or the terms and conditions of this Agreement, whichever is longer

C. Voluntary Termination or Agreement by CONCESSIONAIRE. In addition to the right to terminate for breach or cause and cessation of operations, and/or by bankruptcy, as outlined in this Agreement, CONCESSIONAIRE may terminate this Agreement at any time by giving three (3) months prior written notice to CITY of its intent to terminate. Notice of termination by CONCESSIONAIRE shall automatically relieve CITY from any further obligations to reimburse CONCESSIONAIRE for CONCESSIONAIRE's cost for any initial construction or initial improvements identified in Section 11 of this Agreement following the effective date of the termination, unless otherwise agreed to in writing by the Parties; however, CITY shall remain obligated to reimburse CONCESSIONAIRE for initial construction or initial improvements due and owing as of the effective date of CONCESSIONAIRE's notice.

D. Cessation of CONCESSIONAIRE's Operations. In addition to CONCESSIONAIRE bankruptcy, the right to terminate for breach or cause, and CITY's termination for public necessity, as outlined in this Agreement, this Agreement shall terminate this immediately and automatically if CONCESSIONAIRE ceases to operate for a period of two (2) or more successive operation seasons during any year of this Agreement. Such cessation of operations by CONCESSIONAIRE shall automatically relieve CITY from any further obligations to reimburse CONCESSIONAIRE for CONCESSIONAIRE's cost for any

initial construction or initial improvements identified in Section 11 of this Agreement after the date of the cessation of operations, unless otherwise agreed to in writing by the Parties; however, CITY shall remain obligated to reimburse CONCESSIONAIRE for initial construction or initial improvements due and owing as of the cessation of CONCESSIONAIRE's operations. In addition, if CONCESSIONAIRE ceases operations under the terms of this paragraph, CITY shall in no way be restricted from operating or granting to a third party a concession to operate a winter sports venue or other enterprise at PARK. "Cessation of operations" for purpose of this paragraph shall mean CONCESSIONAIRE's failure to be open to the public for public use of the facility for thirty percent (30%) or more days in any operation season.

E. Termination by CITY for Public Interest. In addition to CONCESSIONAIRE bankruptcy, the right to terminate for breach or cause and by CONCESSIONAIRE's voluntary notice of termination by CONCESSIONAIRE's cessation of operations, as outlined in this Agreement, CITY may terminate this Agreement at its sole discretion upon a finding by the Idaho Falls City Council that it is in the Public Interest to terminate this Agreement. CITY shall give three (3) months' written notice to CONCESSIONAIRE that CITY is exercising its right to terminate for the Public Interest. In the event that CITY exercises its right to terminate for the Public Interest, CITY shall:

1. reimburse CONCESSIONAIRE for any unpaid balance of fifty percent (50%) of the total initial capital improvement costs, as outlined in Section 11.A.1 of this Agreement, to the extent that CONCESSIONAIRE is entitled to reimbursement under Section 11.B of this Agreement; and

2. refrain from operating or granting to a third party a concession to operate, a winter sports venue at PARK for a period of no less than five (5) years from the termination of this Agreement under this Section 18.

CITY shall not exercise its right to terminate for the Public Interest during the initial five (5) years following the execution of this Agreement.

F. Termination for Cause by CITY. Prior to CITY terminating this Agreement for cause, CITY shall provide written notice to CONCESSIONAIRE of any violation of the terms and conditions of this Agreement and/or legal or regulatory rule and shall allow CONCESSIONAIRE thirty (30) days from service of the notice to cure the violation.

Agreement or rule violations which have not been cured by CONCESSIONAIRE within thirty (30) days of receipt of the notice of violation shall subject the Agreement to termination. Notice of termination shall be in writing and shall be effective upon service.

G. Reinstatement. Not later than thirty (30) days following the termination of this Agreement for cause, CONCESSIONAIRE may submit to CITY a written request for reinstatement setting forth good cause why the Agreement should be reinstated. At CITY's discretion, the Agreement may be reinstated upon the payment of a reinstatement fee of four hundred dollars ($400), and upon such other terms and conditions as CITY deems appropriate.

H. Going Concern. Blue Sky, Business Values. CONCESSIONAIRE waives any claim that it is entitled to compensation for going concern, good will, blue sky, business values, trade name, or other intangible property in the event this Agreement is terminated, regardless of whether CITY intends to continue similar business operations upon CONCESSION PREMISES or offer an opportunity to a successor concessionaire to operate a similar business upon CONCESSION PREMISES.

19. ASSIGNMENTS OR SALE OF INTEREST.

A. CONCESSIONAIRE and/or any person or entity that owns a "controlling interest" as herein defined in CONCESSIONAIRE's ownership (collectively defined as the CONCESSIONAIRE for the purpose of this section), shall not assign, sublease, or otherwise sell or transfer responsibilities under this Agreement or the concession operations authorized hereunder, or sell, or otherwise assign or transfer (including but not limited to mergers, consolidations, reorganizations, or other business combinations) a controlling interest in such operations, this Agreement, or controlling interest in CONCESSIONAIRE's ownership as defined herein, without the prior written consent of CITY, such permission not to be unreasonably withheld. Failure to comply with this provision or the procedures described herein shall constitute a material breach of this Agreement for which the Agreement may be terminated immediately by CITY without regard to the procedures for termination set forth above; and CITY shall not be obligated to recognize any right of any person or entity claiming an interest in this Agreement or claiming the right to own or operate the concession operations authorized hereunder.

B. CONCESSIONAIRE shall advise the person or entity proposing to enter into a transaction described above that CITY shall be notified and the proposed transaction is subject to review and approval by CITY. CONCESSIONAIRE shall request in writing CITY's approval of the proposed transaction and shall promptly provide CITY all relevant documents related to the transaction including all prospective CONCESSIONAIRE data forms that must be obtained from and filed with CITY prior to any approval by CITY.

C. CITY in exercising its discretionary authority herein shall, among other matters, take into consideration the management qualifications of any individual or entity that would obtain an interest in facilities or services authorized hereunder, the experience of any such individual or entity with similar operations, and the ability of any such individual or entity to operate the concession authorized hereunder in the public interest under the regulation of CITY.

D. For the purposes of this section, the term "controlling interest" in CONCESSIONAIRE's ownership shall mean, in the instance where CONCESSIONAIRE is a corporation or limited liability company, an interest beneficial or otherwise of sufficient outstanding voting securities or capital of CONCESSIONAIRE so as to permit exercise of substantial managerial influence over the operations of CONCESSIONAIRE; and, in the instance of a partnership, limited partnership, joint venture, or individual entrepreneurship, any beneficial ownership of the capital assets of CONCESSIONAIRE sufficient to permit

substantial managerial influence over the operations of CONCESSIONAIRE shall constitute a controlling interest for purposes of this Agreement.

E. No mortgage shall be executed and no bonds or other evidence of interest in, or indebtedness upon the assets or proposed assets of CONCESSIONAIRE, including this Agreement, shall be issued except for the purpose of installing, enlarging, or improving facilities and equipment for the accommodation of the public in the PARK; and then only with the prior written consent from CITY. In the event of default on such mortgage, encumbrance, or other indebtedness or of other assignment or transfer, the creditor or any assignee thereof shall succeed to the interest of CONCESSIONAIRE in such assets; but shall not thereby acquire any operating right or privilege in or to the operation of the concession, or CONCESSION PREMISES, pursuant to this Agreement, without the express prior written consent of CITY.

F. In the event that approved improvements are financed by any outside investors, CONCESSIONAIRE shall disclose the identity of said investors to CITY.

G. In the event that CITY shall approve assignment of this Concession Agreement to any other person or entity other than a mortgagee, CONCESSIONAIRE shall pay to CITY an amount equivalent to ten percent (10%) of the assignment price, minus the amount paid by the assignee for any buildings, improvements, appurtenances, and fixtures owned by CONCESSIONAIRE existing upon CONCESSION PREMISES.

20. RIGHTS UPON TERMINATION OR EXPIRATION.

A. At the expiration or early termination of this Agreement, CONCESSIONAIRE shall, within thirty (30) days thereafter, remove from CONCESSION PREMISES or otherwise dispose of in a manner satisfactory to CITY all personal property belonging to CONCESSIONAIRE located on CONCESSION PREMISES, and restore CONCESSION PREMISES to as good a condition as the same was in at the date of this Agreement. If removal and restoration is not completed within thirty (30) days after termination, CITY may, at its election, perform the work and bill CONCESSIONAIRE for the costs thereof. CONCESSIONAIRE shall pay such bill within thirty (30) days of receipt.

B. All fixtures or improvements permanently installed upon CONCESSION PREMISES by or at the direction of CONCESSIONAIRE shall become the property of CITY upon the termination or expiration of this Agreement, unless they are removed by CONCESSIONAIRE without damage to CONCESSION PREMISES prior to such termination or expiration or as otherwise allowed or provided for in this Agreement. CONCESSIONAIRE shall procure and maintain property damage insurance for the full fair market value of all fixtures or improvements located upon CONCESSION PREMISES during the term of this Agreement. Such insurance policy shall include a provision requiring written notice be given to CITY not less than thirty (30) days prior to any termination of this Agreement.

21. BUILDINGS AND IMPROVEMENTS. CONCESSIONAIRE shall not erect any buildings, structures, improvements or fixtures upon CONCESSION PREMISES, other than temporary structures that are removed by CONCESSIONAIRE at the end of each operating season, unless otherwise permitted in writing by CITY, at CITY's sole discretion.

22. EQUIPMENT. CONCESSIONAIRE, at its own expense, shall provide CONCESSION PREMISES with all equipment necessary for the services required under this Agreement. The quality and maintenance of such equipment shall comply with all applicable laws and regulations.

23. RIGHT OF FIRST REFUSAL. During the term of this Agreement, CITY shall have a Right of First Refusal for the purchase of the amusement devices and concession equipment utilized by CONCESSIONAIRE on CONCESSION PREMISES. If CONCESSIONAIRE receives a bona fide offer from a third party for the purchase of all or any portion of the amusement devices or concession equipment, within ten (10) days of receiving said offer, CONCESSIONAIRE shall give CITY written notice thereof and shall send to CITY a copy of the offer and proposed purchase agreement outlining the terms of sale to said third party. CONCESSIONAIRE further agrees that it shall not accept such offer without full and complete compliance with the terms and conditions of this section.

    CITY shall have ten (10) days following the date CONCESSIONAIRE first physically delivers such proposed purchase agreement to decide whether to purchase the amusement devices and concession equipment from CONCESSIONAIRE at the same price and on the same terms as contained in the proposed purchase agreement.

    If CITY desires to purchase such devices and equipment in accordance with the terms and conditions of such offer, CITY shall, within said ten (10) day period deliver to CONCESSIONAIRE written notice of CITY's intent to exercise this Right of First Refusal. Within thirty (30) days after delivery of such notice, the Parties shall mutually execute a written agreement memorializing the terms and conditions of such agreement. If CITY fails to so exercise this Right of First Refusal, CONCESSIONAIRE shall be at liberty to enter into a contract for the sale of the amusement devices and concession equipment with the original offering party on the same terms and conditions set forth in the offer delivered to CITY.

24. SIGNS, ADVERTISING NAME. CONCESSIONAIRE shall not erect a sign on CONCESSION PREMISES or in the vicinity thereof, without first obtaining the prior written approval of CITY. No signs containing brand names or products sold on CONCESSION PREMISES are to be displayed, except pursuant to such written approval of CITY.

25. BUSINESS NAME. Any assumed or fictional business name used by CONCESSIONAIRE in conjunction with its concession operations upon CONCESSION PREMISES shall be subject to the approval of CITY.

26. LICENSES AND PERMITS. CONCESSIONAIRE shall obtain and pay for all permits or licenses that may be required for the operation of the concession allowed by this Agreement.

27. COMPLIANCE WITH APPLICABLE LAWS. CONCESSIONAIRE shall at all times comply with all applicable laws, ordinances, and regulations of the county of Bonneville, CITY, and the United States. Violation of such laws, ordinances, or regulations may be considered as cause for termination of this Agreement.

28. UTILITIES. CONCESSIONAIRE shall, at CONCESSIONAIRE's own expense, be responsible for the extension, hookup, metering, and payment of all utilities used in connection with CONCESSION PREMISES.

29. WATER. During the term of this Agreement, CONCESSIONAIRE shall be financially responsible for any cost increase associated with the provision of water to the CONCESSION PREMISES that occurs after the execution date of this Agreement, including water use or lease rate increases or required additional water infrastructure. This section may be altered by mutual agreement of the Parties in writing.

30. OPERATION.

A. CONCESSIONAIRE shall provide PARK the required facilities and services described in Exhibit "B" (Required and Optional Concession Services) in writing, each year of the Agreement from October 1st to May 1st, inclusive, daily.

B. CONCESSIONAIRE is encouraged to be open for service before and after the above dates to better service PARK visitors. CONCESSIONAIRE may provide facilities and services to public on other dates at CONCESSIONAIRE's discretion with the approval of CITY. CITY reserves the right to require changes in the dates and times of required facilities and services to ensure adequate service to the public. CONCESSIONAIRE shall provide CITY with an operation schedule indicating times of operation.

C. In the event of adverse weather or other adverse operating conditions, CITY may permit CONCESSIONAIRE to close the facilities and services at any time during the term of this Agreement.

D. CONCESSIONAIRE, its employees, and representatives shall conduct themselves in such a manner as to promote a positive image for the business, PARK and CITY.

E. CONCESSIONAIRE shall keep CONCESSION PREMISES in a clean and sanitary condition at all times.

31. RIGHT TO ACCESS. CITY shall have access to CONCESSION PREMISES and to each part thereof during the regular business hours of CONCESSIONAIRE for the purpose of inspecting CONCESSION PREMISES and daily sales records.

CONCESSIONAIRE shall have the right at all times to transverse PARK's property on a route approved by CITY to get to and from CONCESSION PREMISES in order to keep CONCESSION PREMISES open during regularly scheduled business hours.

32. TAXES. CONCESSIONAIRE shall pay all taxes on personal property belonging to CONCESSIONAIRE located on CONCESSION PREMISES. CONCESSIONAIRE shall pay all sales and other taxes levied against the operation of the concession. CONCESSIONAIRE shall pay all taxes or assessments or charges, which at any time may be lawfully levied upon any interest in this Agreement or any possessory right that CONCESSIONAIRE may have in or to CONCESSION PREMISES. CONCESSIONAIRE shall provide CITY with a valid tax identification number.

33. WAIVER OF AGREEMENT TERMS. No waiver by either Party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed a waiver at any time thereafter of the same or any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay or failure by CITY to reenter CONCESSION PREMISES or to exercise any right, power or privilege or option arising from any default, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option held by CITY, or be construed as a waiver of such default or relinquishment of any rights herein. No notice to CONCESSIONAIRE shall be required to restore or revive the condition that time is of the essence after the waiver by CITY of any default. No option, right, power, remedy, or privilege of CITY shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to CITY by this Concession Agreement shall be deemed cumulative.

34. MODIFICATION. Notwithstanding any of the provisions in this Agreement, the Parties, by mutual consent, may agree to written modifications or additions to this Agreement, subject to approval of the Director of the Parks and Recreation Department. CITY shall have the right to grant reasonable extensions of time to CONCESSIONAIRE for any purpose or for performance of any obligation of CONCESSIONAIRE hereunder.

35. TERMS BINDING UPON SUCCESSOR. All the terms, covenants, and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assignees of the Parties hereto. The provisions of this Section shall not be deemed as a waiver of any of the conditions against assignment set forth in this Agreement.

36. NON-DISCRIMINATION. CONCESSIONAIRE 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.

37. TIME OF THE ESSENCE. Time is expressly declared to be of the essence in this Agreement.

38. NOTICES. Any notices that may be given by either Party to the other shall be deemed to have been fully given when made in writing deposited in the United Stated mail, postage prepaid, and addressed as follows:

TO CONCESSIONAIRE AT:	TO CITY AT:
KCR Adventures, LLC.	City of Idaho Falls, Idaho

Mike VanSteenkiste
930 Pier View Drive
Idaho Falls, ID 83401
Email: mikegvan@gmail.com
Phone: (480) 286-9777

c/o PJ Holm, Director of Parks and Recreation
520 Memorial Drive
Idaho Falls, ID 83402
pholm@idahofallsidaho.gov
Phone: (208) 612-8480
Fax: (208) 612-8179

The address to which notices may be mailed shall be changed by written notice to the other Party.

39. PUBLIC RECORDS. Pursuant to Idaho Code Title 74, Chapter 1, information or documents received from CONCESSIONAIRE may be open to public inspection and copying unless exempt from disclosure. CONCESSIONAIRE shall clearly designate individual documents as "exempt" and shall indicate the basis for such exemption, if any.

40. 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 CONCESSIONAIRE employs ten (10) or more persons, CONCESSIONAIRE 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 section that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

41. CERTIFICATION OF NO CHINESE OWNERSHIP. Pursuant to Idaho Code 67-2359, CONCESSIONAIRE certifies that CONCESSIONAIRE is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this Agreement, be owned or operated by the government of the People's Republic China.

42. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the Parties related to the subject matter of this Agreement and may not be modified without the written consent of both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed the foregoing Agreement as indicated above.

ATTEST:

"CITY"
City of Idaho Falls, Idaho

By_____
Corrin Wilde, City Clerk

By_____
Rebecca L. Noah Casper, Ph.D., Mayor

"CONCESSIONAIRE"
KCR Adventures, LLC

By_____
Mike VanSteenkiste, Owner

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2023, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that 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 _____)
) ss:
County of _____)

On this 7 day of September, 2023, before me, the undersigned, a notary public, in and for said State, personally appeared Mike VanSteenkiste, known or identified to me to be the owner of KCR Adventures, 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 KCR Adventures.

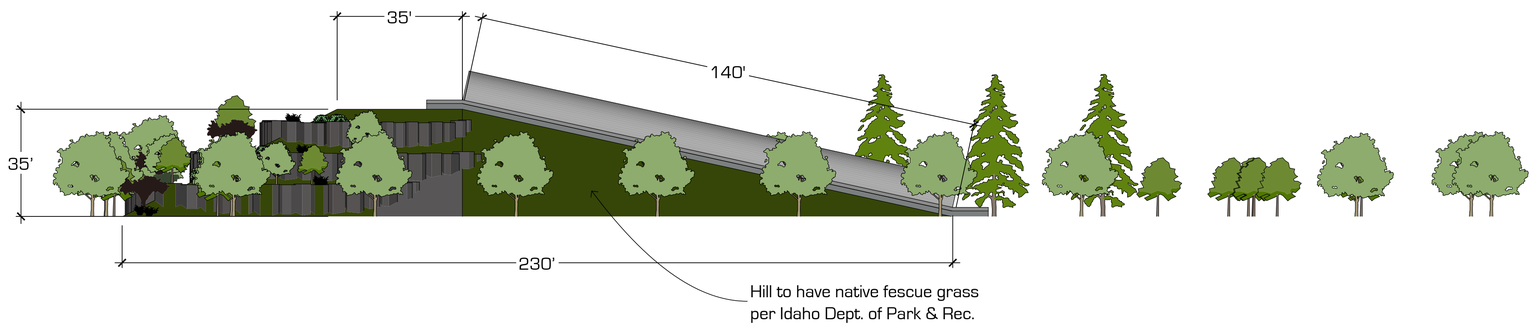
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



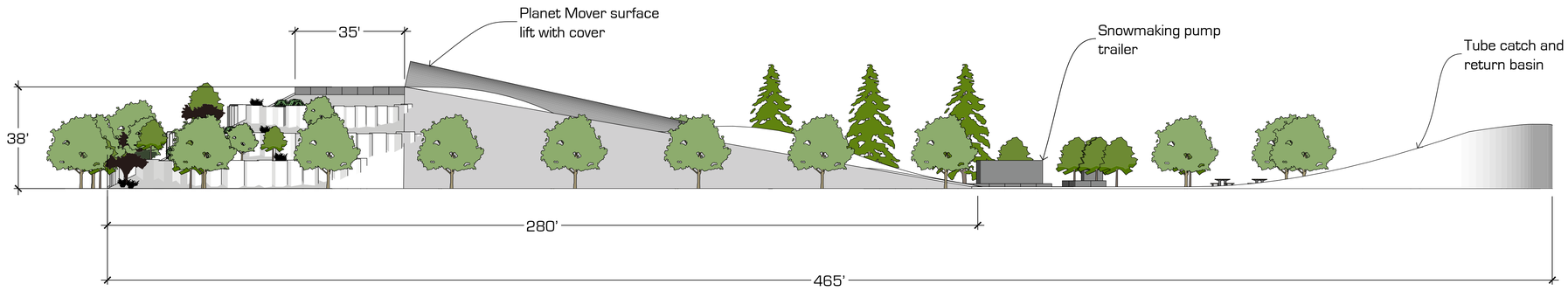
Tracy S
Notary Public of Idaho
Residing at: Bonneville County
My Commission Expires: 5-14-2024

EXHIBIT "A"
1. Concessions Operations Premises

Elevation: Dirt Work



Elevation: Tubing Hill



Gateway Parks
605 East 46th Street Suite 2
Garden City, ID 83714
208-890-6029

Project
Gateway to Kelly Canyon
Ryder Park

Location
1599 West Sunnyside Road
Idaho Falls, ID 834002
43°27'58"N 112°04'14"W

STAKEHOLDERS
Kelly Canyon Resort
Ball Ventures
Idaho Falls Parks & Recreation
City of Idaho Falls

DRAWN BY
MFL

APPROVED BY
RN

ISSUE
01.24.23

RE-ISSUE
08.29.23

A0.1



* Next to the main transformer is an 800 amp disconnect (480v) with 100 amps of (480v) going to the top of the hill for surface lifts and a 110v transformer (15kva) for lights, electronics, etc. 300 amps of 480v will be supplied to the office, snowmaking and a 110v transformer for the office and restrooms. 250 amp for snowmaking, 400 amp disconnect for snowmaking pumps and compressor.

00 01 02 04

Scale: 1" = 60'

N

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208-890-6029

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STAKEHOLDERS
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City of Idaho Falls

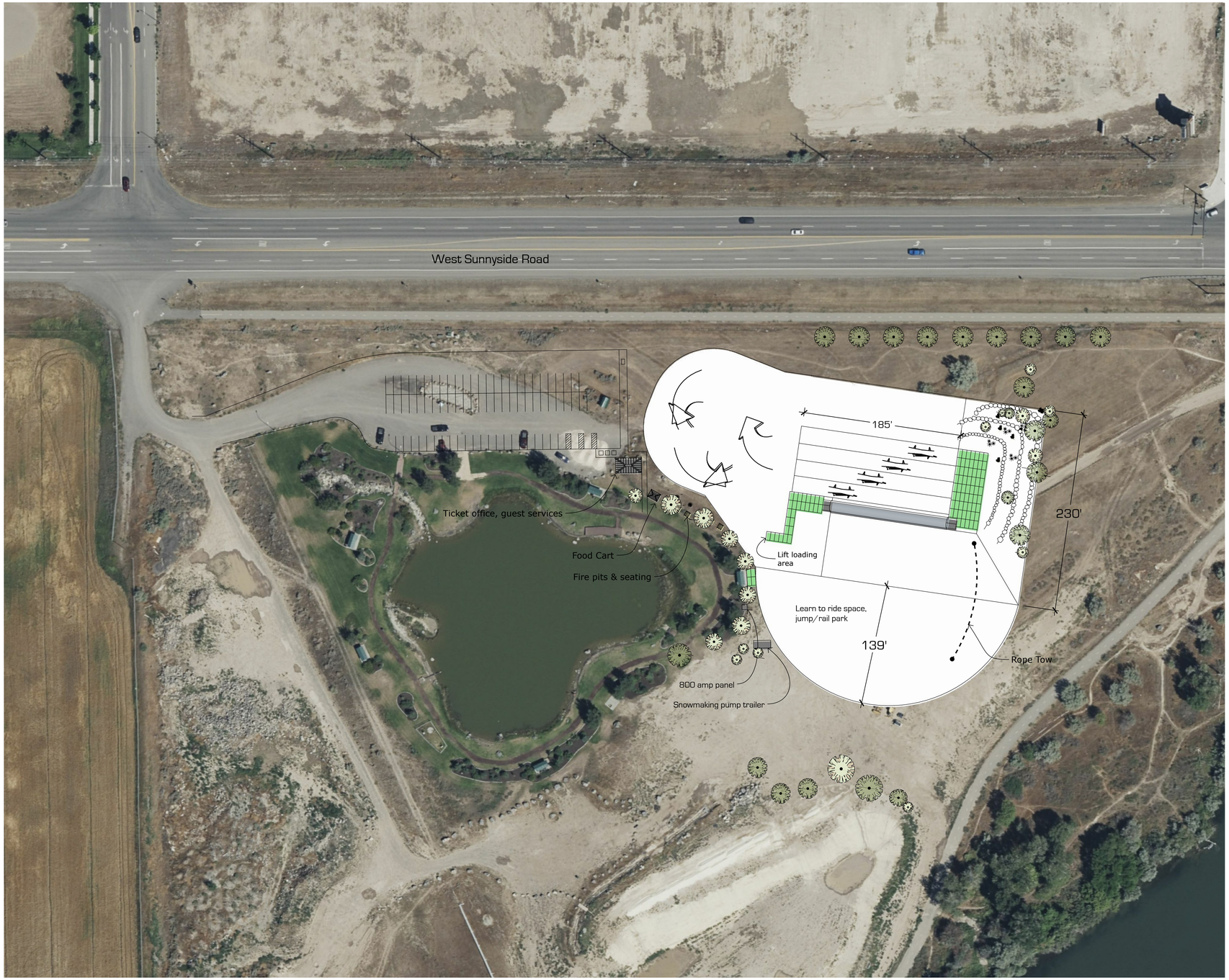
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APPROVED BY
RN

ISSUE
01.24.23

RE-ISSUE
08.29.23

A0.2



00 01 02 04

Scale: 1" = 60'

N

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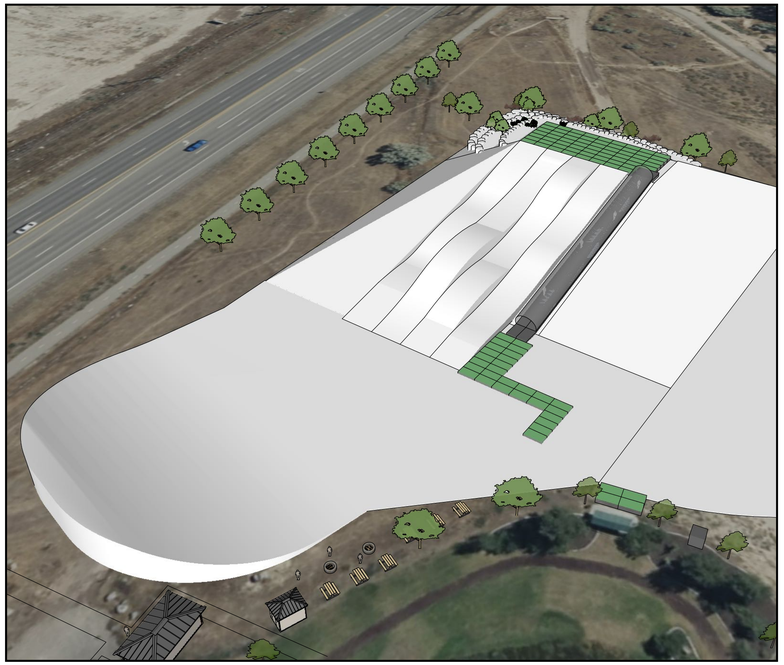
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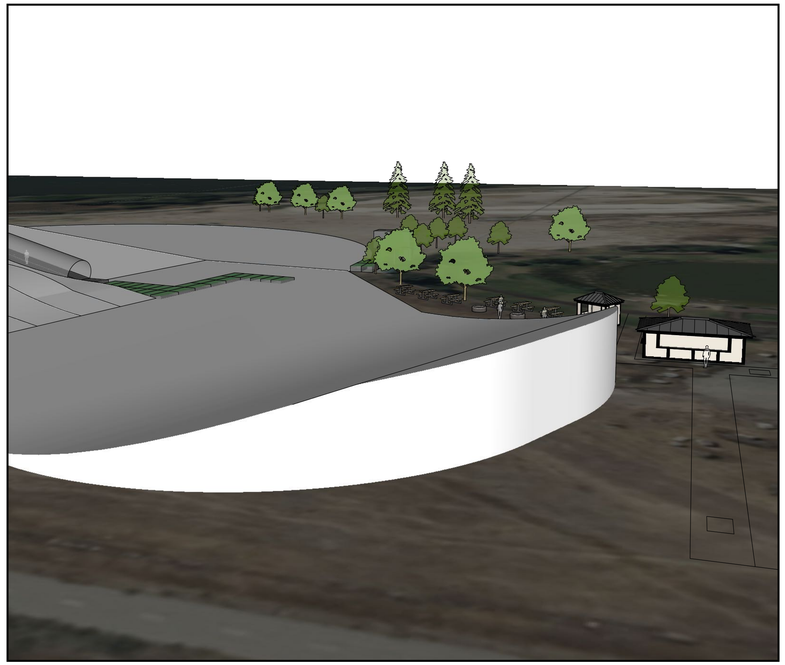
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RN

ISSUE
01.24.23

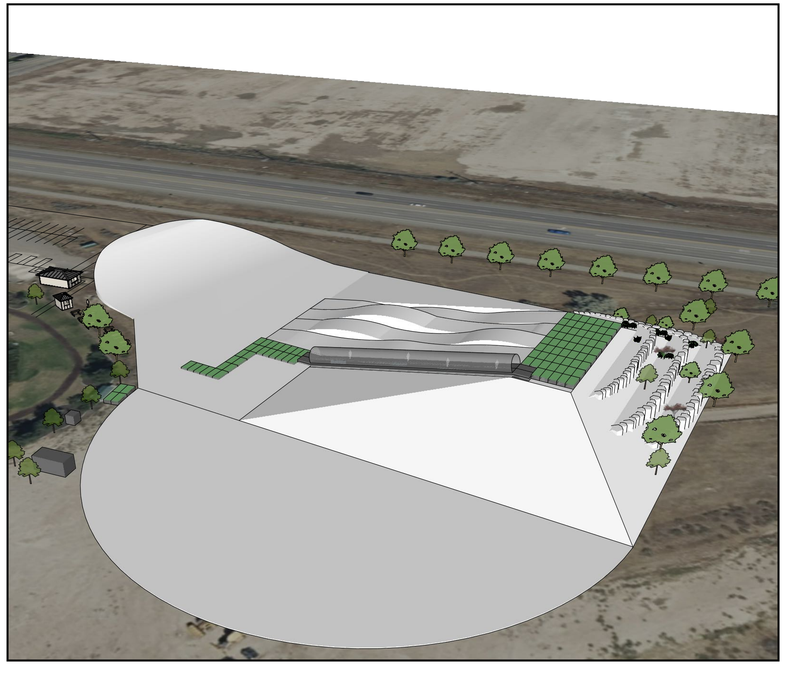
RE-ISSUE
08.29.23

A0.3









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208-890-6029

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City of Idaho Falls

DRAWN BY
MFL

APPROVED BY
RN

ISSUE
01.24.23

RE-ISSUE
08.29.23

A0.4

Dirt work with landscape features





Shown above: Conceptual rendering of terraced, rock retaining wall detail, providing flat areas on the north and east faces of the tubing hill dirt work. These areas will be utilized to plant additional trees, shrubs, grasses, etc and further beautify the existing park space.

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City of Idaho Falls

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MFL

APPROVED BY
RN

ISSUE
01.24.23

RE-ISSUE
08.29.23

A0.5

EXHIBIT "B"'

Required and Optional Concession Services

A. Required services and facilities:

1. The creation, maintenance, and operation of a winter sports venue of approximately two (2) acres in size, suitable for tubing, sledding, skiing, and snowboarding, all located within the Concession Operation Premises shown in Exhibit "A" in this Agreement.

B. Optional Concession Services:

1. The rental of winter sports equipment required for the use and enjoyment of the venue, e.g., sledding tubes, and snowboards.

2. The sale of prepared food and beverages.

C. Activities specifically prohibited:

1. The sale or on-premises consumption of alcoholic beverages.

Memorandum

File #: 23-260 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Friday, September 1, 2023
DEPARTMENT: Idaho Falls Power

Subject
Ordinance Amending City Code Title 8, Chapter 13 to clarifying what are the City's fiber network and service provider expectations.

Council Action Desired
☒ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the amendments to Title 8, Chapter 13 clarifying the fiber network and service provider expectations under suspension of the rules requiring three complete and separate readings,
request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Description, Background Information & Purpose
The expansion and improvement of the Idaho Falls Fiber system has prompted refinement of the Title 8, Chapter 13 of the City Code to reflect customer service expectations for internet service providers.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

This action supports our readiness for good governance by providing assurance of regulatory and policy compliance to minimize and mitigate risk. This action also supports the reliability and growth element of the IFP Strategic Plan.

Interdepartmental Coordination
The City Attorney Department contributed to the development of these amendments

Fiscal Impact
n/a

Legal Review
City Attorney Department concurs this action is appropriate.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 8, CHAPTER 13, REFINING THE CITY'S FIBER NETWORK AND THE CUSTOMER SERVICE EXPECTATIONS FOR INTERNET SERVICE PROVIDERS; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, Idaho Falls Fiber's ("IFP's") fiber-to-the-home project continues to successfully provide fast, efficient, and affordable communication options within City limits; and

WHEREAS, a change in the definition of "Network" in Title 8, Chapter 13 will streamline language to make it more consistent and understandable throughout the Chapter; and

WHEREAS, the changes in Title 8, Chapter 13 support Council's goal of ensuring that all Internet Service Providers on the Network have the intentions and resources to provide high quality customer service and choice and not reduce overall Network customer satisfaction.

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

SECTION 1. Title 8, Chapter 13, Section 1 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

8-13-1: DEFINITIONS: Certain terms used in this Chapter shall have the meanings ascribed below:

ACCESS NODE: An enclosure with splice trays on the ~~fiber optic system~~Network that provides access for splicing a customer connection to the public distribution system.

BACKBONE ACCESS POINT: An enclosure with splice trays on the backbone ring that provides access for splicing distribution fiber to the fiber backbone.

BUFFER TUBE: A plastic tube containing a bundle of fiber strands within a fiber optic cable.

CITY: The City of Idaho Falls, Idaho.

CUSTOMER: A retail or wholesale user of fiber optic access provided through the ~~Fiber Optic System~~Network.

DARK FIBER: A fiber strand without any light flowing through it.

DIRECTOR: The Director of the Idaho Falls Power.

DISTANCE RATIO: The ratio resulting from the total lineal length of a distribution fiber line measured between the fiber backbone and an initial fiber customer's point of delivery, as the denominator, and the distance between any subsequent customer's point of delivery and the initial connection to the backbone, as the numerator.

DISTRIBUTION FIBER: A fiber that connects the fiber backbone ring to a customer's facility fiber, customer access drop, or other customer owned equipment.

FIBER BACKBONE: ~~A network~~Concentric rings of dark fiber used to backhaul Network traffic, generally consisting of ~~96~~ ninety-six (96) or more strands of single mode fiber located within the public right of way, all as more particularly shown on the Fiber Map maintained on file at the offices of Idaho Falls Power.

FIBER MAP: A map depicting the location of the public fiber backbone, including any amendments thereto, as may be determined by the Director of Idaho Falls Power.

FIBER NETWORK (NETWORK): A publicly owned transmission medium or network of optical fiber cables owned by the City, along with all associated electronics and equipment, capable of carrying a digital signal or data by means of electric lightwave impulses.

FIBER OPTIC CABLE: A cable containing a bundle of fiber strands.

~~FIBER OPTIC CUSTOMER: A person who applies for or receives fiber optic access from the City.~~

FIBER OPTIC PATHWAY: A physical pathway within a fiber strand through which pulses of light may be transmitted.

FIBER STRAND: An individual glass fiber, roughly the thickness of a human hair, that is capable of carrying a distinct signal transmitted in the form of pulses of light.

INTERCONNECTION WORK: All activities necessary to establish fiber pathway(s) between two or more locations.

INTERNET SERVICE PROVIDER OR "ISP": A Fiber Optic Customer who provides fiber optic access or internet services to Retail Internet Users for monetary gain or other consideration.

INITIAL DISTRIBUTION FIBER CONSTRUCTION COSTS: The total cost of designing and constructing an extension of distribution fiber between the backbone and an initial customer's point of delivery. Such amount shall be established by the Director following the construction of such distribution line by the City based upon the reasonable and actual costs incurred by the City, whether performed by City crews or by an independent contractor.

LIT FIBER: A fiber strand lit by Idaho Falls Fiber that provides ISP's access to retail customers for the delivery of internet service.

NETWORK CUSTOMER: A person who applies for or receives fiber optic access from the City.

~~PUBLIC FIBER OPTIC NETWORK 3 INITIAL FIBER CUSTOMER: A customer who constructs a distribution line at their sole expense, which line benefits or potentially benefits a subsequent fiber customer who connects to and uses any portion of such line or facilities constructed by such initial customer.~~

POINT OF DELIVERY: A physical location or point that separates the ~~public fiber optic system~~Network from the equipment owned by the customer, typically a patch panel located within the customer's premises.

~~PUBLIC FIBER OPTIC SYSTEM: A publicly owned transmission medium or network of optical fiber cables owned by the City, along with all associated electronics and equipment, capable of carrying a digital signal or data by means of electric light wave impulses.~~

RETAIL INTERNET USER: A consumer or end-user of internet or data transmission services or fiber optic access who does not sell or provide such services to other customers for monetary gain or consideration.

ROUTE-DIVERSE RING: A ~~fiber network design~~ Network design which provides redundant signal pathways along two different routes between two or more locations.

SERVICE LEVEL AGREEMENT (SLA): An agreement between one Customer and the City that states additional terms and conditions by which the City will provide fiber service.

SPLICE: A physical connection between the ends of two fiber strands.

SPLICE POINTS: A point on the fiber backbone where segments of the fiber backbone are interconnected to each other. Drop cables may also connect distribution fiber to the fiber backbone at these locations.

SUBSEQUENT FIBER CUSTOMER: Any fiber customer who connects to or uses any portion of a fiber distribution line constructed at the sole expense of an initial fiber customer.

USAGE RATIO: A ratio used to calculate the portion of the initial distribution fiber construction costs to which an initial customer is entitled to recover from a subsequent fiber customer at the time the subsequent customer connects a drop cable to any portion of a distribution line constructed at the expense of the initial customer. The ratio shall consist of a fraction for which the total distribution line capacity constructed by the initial customer's the denominator, and the subsequent customer's projected usage of such capacity, as the numerator.

UTILITY EASEMENT: A permanent right to use real property for the purpose of constructing, operating and maintaining publicly owned utility services, including but not limited to a fiber optic cable for communications services.

WHOLESALE CUSTOMER: A ~~Fiber Optic~~Network Customer who leases one or more fiber optic pairs for the purpose of selling or providing internet or data services to other retail users for monetary gain or consideration.

8-13-2: PURPOSES: The purposes of this Chapter are as follows:

(A) To enhance access to and encourage cost effective use of high speed data transmission lines serving publicly-owned facilities.

(B) To enhance the growth and continued economic vitality of the City by providing to the City residents a high speed, modern and efficient means of communicating information and transmitting electronic data.

(C) To manage and regulate competing demands for use of the public right-of-way by minimizing the installation of duplicative communications lines and facilities on, over or under the public right-of-way.

(D) To reduce the cost of maintaining the sidewalk, pavement and public facilities located within the public right-of-way by minimizing the number of pavement cuts and dislocation of other public facilities necessitated by the construction or installation of duplicative communications lines.

(E) To foster competition among ~~communication providers~~ISP's that serves the interests of the Network's customers by providing open access to the ~~publicly-owned fiber network~~Network.

(F) To reduce the cost and increase customer satisfaction of communication services to City residents by eliminating anti-competitive pricing schemes or monopolistic practices which contribute to higher costs and poor service for communications services.

(G) To preserve and enhance the ability of private retail communication providers to serve their clientele without undue competition or regulation by a tax-supported entity.

8-13-3: OWNERSHIP OF THE ~~FIBER OPTIC~~ NETWORK: There is hereby established as a division within Idaho Falls Power, the ~~Public~~ Fiber ~~Optic~~ Network ~~System~~. Management of the ~~public fiber optic network~~Network shall be vested solely in Idaho Falls Power, subject to such rules, regulations, and operational guidelines as may be approved by the Council. Notwithstanding the foregoing, to the extent possible all operational costs, charges, expenses, revenues and receipts attributable to or derived from the operation of the ~~public fiber optic network~~Network shall be separately accounted for or fairly apportioned between the ~~fiber optic system~~Network and the electrical energy generation, distribution & transmission system, in order to establish fair, equitable and non-discriminatory rates for the delivery of fiber optic access, separate and apart from the establishment of electrical.

8-13-4: MANAGEMENT OF ~~FIBER OPTIC~~ NETWORK ACCESS: The City shall have exclusive right to sell, lease and deliver fiber optic access on the ~~public fiber network~~Network.

8-13-5: NO OBLIGATION TO SERVE: The City shall have no obligation to serve or provide fiber optic access to any customer. The City reserves the right to limit or refuse access to the ~~public fiber network~~ Network at its sole discretion, provided access shall not be denied or limited on the basis of race, color, religious creed, ancestry, age, national origin, familial status, veteran status, disability, sexual orientation, and/or gender expression/identity.

8-13-6: APPLICABILITY TO ~~PUBLIC FIBER OPTIC~~ NETWORK CUSTOMERS: The provisions of this Chapter shall apply only to the delivery of ~~fiber optic~~Network access and related services across the publicly-owned ~~fiber optic network~~Network. Nothing herein shall be construed or deemed to regulate the delivery of communications or data services over or across lines, facilities, or equipment owned by a private communications provider, or which may be located in the public right-of-way pursuant to a franchise, lease, or other license or privilege granted by the City.

8-13-7: APPLICATION FOR FIBER OPTIC NETWORK ACCESS:

(A) ~~Fiber optic~~Network access shall not be delivered to any customer until the customer or the customer's authorized agent makes an application or until the customer applies pursuant to another approved City process (such as a secured online application process) for delivery of ~~fiber optic~~Network access. Such application shall be in such form as may be determined by the Director and the City Attorney. The Director may require appropriate identification of any customer or agent making application for ~~fiber optic~~Network access. Customers requesting any ~~fiber optic~~Network access which contemplates substantial extensions of the fiber backbone or the construction of significant enhancements or additions to the ~~fiber optic network~~Network at public expense, as determined by the Director, may be required to present site plans, improvement plans, feasibility plans, financial statements and financial guarantees contemporaneously with such application and, where the customer is allowed to amortize payments for such extensions, enhancements, or additions, the customer shall allow the City to audit all relevant financial records of such customer. Any customer who willfully gives materially false information in the customer's application or who shall falsely represent the customer's identity shall be guilty of a misdemeanor and fiber optic access to such customer may be subject to summary termination of access.

(B) Requests for dark fiber access: In the event installation of dark ~~distribution fiber~~Distribution Fiber is necessary in order to provide the access requested by the customer, the cost of designing and installing such distribution line shall be borne by the customer, subject to the customer's recovery of a portion of such cost from a subsequent customer, in the manner set forth in this Chapter. The Director may require the initial customer to pay the estimated costs of such design and installation to the City prior to and as a condition for the commencement of the installation of such distribution fiber by the City. The design and/or installation of such ~~distribution fiber~~Distribution Fiber may be performed by the City or by an independent contractor hired by the City. In the event the installation is performed by an independent contractor, the City shall deliver a copy of the contractor's bid to the customer prior to its issuance of a notice to proceed to such independent contractor. In the event the actual costs of such construction exceed the initial estimate by the Director, such excess shall be paid to the City within fifteen (15) days after the delivery of an itemized invoice to the customer by the City, reflecting the total amount of the design and construction costs incurred by the City in constructing such distribution fiber extension. In the event such construction costs are less than the estimate, then such difference shall be returned to the initial customer within thirty (30) days after the substantial completion of such ~~distribution fiber~~ Distribution Fiber extension. In no event will the City undertake the design or construction of a new ~~distribution~~ Distribution Fiber line~~,~~ if the customer is delinquent in their payment of the access charges set from time to time by Resolution of the Council or is otherwise in default of the customer's obligations under this Chapter. Upon approval by the Director and where the amount to be amortized

does not exceed ~~ten~~ thirty thousand dollars ($~~10~~30,000), payment for distribution fiber may also be made in monthly installments not to exceed a total of sixty (60) months. Written agreement approved by the Director and signed by the customer shall be required for amortization. Amortization shall not be allowed if the Retail Internet User for whom the distribution fiber is being constructed or installed has paid the wholesale customer for such distribution fiber or has agreed to pay for such ~~distribution fiber~~ Distribution Fiber in full. Amortization shall not be allowed until the wholesale customer has demonstrated a satisfactory payment history of not less than one (1) year with the ~~public fiber system~~Network unless approved by the Director. If the Retail Internet User for whom such ~~distribution fiber~~ Distribution Fiber has been provided thereafter discontinues the customer's service agreement with the customer with whom the City has executed an amortization agreement, such Retail Internet User shall not be allowed to again use such distribution fiber unless the new service provider for such Retail Internet User agrees to assume and pay the entire balance then owed on the account of such ~~distribution fiber~~ Distribution Fiber.

8-13-8: TRANSFER OF ACCESS RIGHTS PROHIBITED: All rights to ~~fiber~~ Network access and any rights or privileges arising under the provisions of this Chapter shall not be transferred to any person or entity without the prior express written approval of the Director.

8-13-9: RATES AND SCHEDULES: ~~Fiber optic~~Network access supplied by the City shall be billed in accordance with the schedule of rates set forth in this Chapter and as set from time to time by Resolution of this Council. The schedule of rates is designed to provide monthly rates for access supplied to the customer. Selection of appropriate rates shall be based on the customer's choice of available services, subject to the approval of the Director.

8-13-10: LIMITATIONS UPON DELIVERY OF FIBER ACCESS:

(A) Access shall be delivered only to premises or facilities which are in conformity with the provisions of this Chapter, the International Building and/or Fire Codes, the Zoning Ordinance and all other ordinances of the City.

(B) Access will be supplied under a given rate schedule only to such points of delivery as are adjacent to the ~~public fiber optic system of the City~~Network and provided that the ~~public fiber optic system~~Network has the technological capability to meet the customer's service needs under the rate schedule applicable thereto. The City shall not be obligated to construct extensions or install additional ~~fiber access~~Network facilities necessary to meet a fiber customer's needs, except as explicitly authorized by the Director.

(C) Retail customers must be connected to Idaho Falls Power's electrical system in order to connect and remain connected to the ~~Fiber~~ Network.

(D) No backbone fiber pair shall be leased for a period of less than one (1) year, except as explicitly authorized by the Director.

8-13-11: ~~(RESERVED):~~ LIMITATIONS UPON NUMBER OF ISP's: Consistent with the stated purpose of this Chapter to promote competition that benefits and serves the customers, the number of ISPs will be limited in order to balance competition while enabling adequate economies of scale

for ISPs to maintain quality customer service and support. The City shall establish an application process that establishes a minimum for Network ISP consideration. Proof of eligibility is required but approval for an ISP to be on the Network is based upon Network need for ISPs, as determined by the Director in accordance with stated City objectives.

8-13-12: LIMITATIONS UPON NUMBER OF FIBER STRANDS: Consistent with the stated purpose of this Chapter to promote competition ~~among communication service providers in Idaho Falls~~, no customer may lease or use more than six (6) fiber pairs, twelve (12) strands, at any given time, except as expressly provided for in a written agreement authorized by the Council.

8-13-13: ACCESS AND RIGHTS OF WAY: ~~City fiber optic~~Network service shall be provided only where the customer, without cost to the City, provides the City access and a right of way for the City's lines and apparatus serving the customer, over, across, and upon the property owned or controlled by the customer. The customer shall permit City access to the property and shall provide access to the City's lines and apparatus, including ingress and egress, at all reasonable hours and at any time during an emergency or a City construction project. Access and right of way provided by the customer or property owner pursuant to this subsection shall not require specific prior notification from the City to the customer or property owner of need for ingress or egress. By acceptance of or application for ~~City fiber optic~~Network services, the customer shall be deemed to waive any claim for damages by the City in conducting City's customary and routine repair, maintenance, construction, and other operations within such right of way. Failure to provide access and right of way pursuant to this subsection may result in the disconnection of City electric and/or ~~dark or lit fiber optic~~Network service to the customer until access is accomplished by the City. City lines and apparatus includes City electrical and fiber equipment, power poles, transformers, underground conductors, wires, meters, pedestals, communications boxes, fiber optic splice cables, optical network terminations (ONTs). Access to City lines and apparatus shall not be impeded or prevented by the presence or construction of any permanent or semi-permanent barriers or structures such as a fence, shed, enclosure, tree, shrub, planting, rock, monument, or the like.

8-13-14: BILLINGS: Billings for fiber optic access shall be rendered based upon the terms and conditions of the customer's ~~fiber~~ Network agreement(s) or, if there is no agreement that governs the billing conditions the customer will be billed following the standard City utility billing polices, practices, and rates as set from time to time by Resolution of the Council. Billings shall be deemed paid upon receipt at the office of the City Treasurer. Bills may be rounded to the nearest even dollar.

8-13-15: VOLUNTARY TERMINATION OF ~~FIBER OPTIC~~NETWORK ACCESS:

~~(A)~~ In the event that any customer desires to discontinue receiving ~~dark fiber optic~~Network access from the City, the customer shall give ~~advance~~ notice and shall be required to comply with applicable Network policies, any specific agreements in place at the time and each shall be responsible for costs incurred related to services received prior to termination of service. ~~in writing to the Director of such desire. Customers will be responsible for all fiber optic access made available to the customer's premises until the date set forth in the customer's notice and for any construction or distribution costs provided or incurred by the City in order to make access available to such customer. In the event any customer fails to give written notice in the manner set forth above, the customer shall be responsible for any and all bills or monthly service charges incurred until such notice is given, or until another customer makes application to receive fiber optic access at the same point of delivery, regardless of whether or not the original customer actually utilized the fiber optic~~

~~access for their own purposes. Customers who wish to discontinue lit fiber optic service are required to comply with applicable City fiber optic service policies.~~

~~(B) In the event any Wholesale Customer terminates service prior to the expiration of one (1) year from the date service was first commenced, then the entire unpaid balance for the service charges remaining for such one (1) year period, shall become immediately due and payable upon delivery of the customer's notice of termination.~~

8-13-16: LIABILITY FOR INTERRUPTIONS OF ACCESS: The City shall not be liable for any loss, injury or damage of any kind, including but not limited to consequential, special and punitive damages, resulting from the interruption, reduction, loss or restoration of ~~fiber optic~~Network access from any cause, including without limitation any loss by fire, flood, accident, casualty, sabotage, terrorist act, strike, labor slow-down, act of God or the public enemy or failure or inadequacy of ~~distribution fiber, backbone fiber~~Network infrastructure or appurtenant facilities. The City disclaims any express or implied warranty of merchantability or fitness for a particular purpose and the delivery of ~~fiber optic~~Network access to any customer shall not be construed as or deemed to be the delivery of goods under the Idaho Uniform Commercial Code. By acceptance of ~~fiber optic~~Network access, the customer agrees to, and shall be deemed to, waive any and all claims for damage or loss to the customer's lines, facilities, or communications equipment caused by any act or omission of the City, however, nothing herein shall be deemed or construed as a waiver of any claim for damage or liability arising out of the gross negligence or malicious act of the City, or its agents, unless otherwise specified in a separate service level agreement. (SLA).

8-13-17: SHUT-DOWN FOR REPAIRS: For the purpose of making necessary repairs, upgrades or changes to its ~~backbone or distribution~~Network facilities, or to avoid damage to property or to persons, the City may without prior notice to the customer suspend ~~fiber optic~~Network access for such periods as may be reasonably necessary to make such repairs, upgrades or changes and the City shall not be liable for damage of any kind, direct or indirect, as a result of such discontinuance of ~~fiber optic~~Network access, unless otherwise specified in a separate service level agreement (SLA).

8-13-18: TEMPORARY SUSPENSION OF DEMAND BY CUSTOMER: Whenever a customer suspends operation due to strikes, action of any governmental authority, act of God or the public enemy or other force majeure, the customer shall continue to be obligated to pay the monthly ~~fiber optic~~Network access charge provided in the rate schedules set forth in this Chapter ~~and for any distribution costs established in their Fiber Optic Access Application~~, irrespective of such temporary suspension.

8-13-19: INTERFERENCE WITH ACCESS: The City may refuse to supply ~~fiber optic~~Network access where there is a possibility that the delivery of access may seriously impair or disrupt access to any other customers, or which may disrupt the operation of the ~~public fiber optic backbone~~Network. The City may also disconnect ~~fiber~~ Network access if the customer's connection is seriously impairing access to any other customers. The City may also, without prior notice, suspend or disconnect access to any customer using the ~~public network~~Network for the purposes of delivering any virus, spam, spyware, denial of service attacks, or any other illegal or malicious purpose which has the effect of or is intended to impair or impede the operation of the ~~public fiber optic system~~Network, the internet, or any public or private computer or computer network connected thereto or for the purpose of obtaining illegal or unauthorized access to other computers or networks connected to the ~~public fiber optic system~~Network.

8-13-20: PROTECTION OF CUSTOMER'S EQUIPMENT: The customer is solely responsible for the selection, installation and maintenance of all equipment and wiring, other than the City's apparatus, on the customer side of the point of delivery. The customer shall install and maintain suitable protective devices and equipment to protect life and property from harm or injury and the City assumes no duty to warn or otherwise assist the customer in the selection or use of such protective devices.

8-13-21: BACKBONE EXTENSIONS: Extensions of the dark fiber backbone ring may be made at the sole discretion of the City. Access to the backbone ring will be provided through the construction of distribution system facilities, as described in this Chapter. The City reserves the right to upgrade, overbuild and rebuild the ~~network~~ Network in any fashion which may result in new backbone or distribution and service drop boundaries.

8-13-22: ~~DISTRIBUTION SYSTEM~~ NETWORK EXTENSION: An extension of the ~~distribution system~~Network is any continuation of, or branch from, the nearest available existing ~~distribution fiber or new branch from the nearest available Backbone Access Point~~Network location. The City may make customer specific requested extensions, with Director approval, of the ~~distribution system~~Network at customer expense as provided for in the schedule of rates set forth in this Chapter and as set from time to time by Resolution of this Council. ~~All distribution construction work shall be undertaken solely by the City and at the expense of the customer.~~ An estimate of construction costs will be provided for customer review and approval prior to beginning any construction activity and the City may require the customer to pay such estimate in full prior to the commencement of such ~~system~~Network extension. In the event that actual costs exceed the estimate, the customer shall pay such excess before ~~fiber optic~~Network access is provided. Customers may elect to pay for the construction costs of such extension in full at the time of connection to the ~~publicly owned fiber system~~Network or may, with the approval of the Director, amortize such costs over a period not to exceed sixty (60) months, where the amount to be amortized does not exceed up to ~~ten~~ thirty thousand dollars ($~~10~~30,000). Notwithstanding the customer's participation in the construction costs of any extension of the ~~distribution system~~Network, ownership and control of such extensions shall remain solely with the City.

8-13-23: ~~DARK DISTRIBUTION~~NETWORK DESIGN: All ~~new~~ construction and Network connections ~~between the backbone fiber and the end use location~~ shall be designed by authorized City personnel in accordance with Network standards in place at the time of construction. ~~Distribution will begin at the most appropriate Backbone Access Point or Access Node as determined by the Director and shall run to a patch panel installed at the desired customer location. Distribution spurs, connecting the backbone to the Access Nodes, will be constructed of single mode fiber cable conforming to City standards. Routing will follow the public right-of-way and be placed on publicly owned poles to the maximum extent possible. Service drops will terminate at a patch panel in the end user's premises. The patch panel shall be supplied by the City and the cost thereof shall be included in the customer distribution costs payable in accordance with this Chapter. All customers shall allow authorized personnel of the City access to the customer's patch panel at all reasonable times and any customer who refuses to allow such access shall be subject to termination of fiber access in the manner set forth in this Chapter.~~

8-13-24: FEES FOR SERVICE: Fees associated with ~~dark and lit fiber optic~~Network access provided by the City shall be set from time to time by Resolution of the Council.

8-13-25: TAMPERING WITH ~~FIBER OPTIC~~ NETWORK PROHIBITED: No person shall connect to, adjust, tamper with or make any alteration or addition to the ~~Fiber Optic System~~Network, without having first obtained express permission from the Director. Any person who willfully or maliciously causes damage to, interference with or obstruction to the efficient operation of the ~~Fiber Optic System~~Network shall be guilty of a misdemeanor. Any person who causes such damage shall in addition to any criminal fines or penalties, be liable to the City for any reasonable damages which may be proximately caused by such damage or interference. Such amounts may be included upon the customer's regular monthly billing statement for utility service and upon the customer's failure or refusal to pay such charges, ~~fiber optic~~Network access or any other public utility service provided by the City, may be terminated in accordance with the procedures set forth in this Chapter.

8-13-26: THEFT OF ~~FIBER OPTIC~~NETWORK ACCESS: It shall be unlawful for any person to make any connection to or install or construct any facility or equipment with the specific intent of obtaining ~~fiber optic~~Network access from or making use of the ~~Fiber Optic System~~Network, without paying for such access or without paying the fees and charges set forth in this Chapter.

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

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

SECTION 4. Publication 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 _____, 2023.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

CORRIN WILDE, CITY CLERK REBECCA L. NOAH CASPER, Ph.D., MAYOR

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, 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 8, CHAPTER 13, REFINING THE CITY'S FIBER NETWORK AND THE CUSTOMER SERVICE EXPECTATIONS FOR INTERNET SERVICE PROVIDERS; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
CORRIN WILDE, CITY CLERK

(SEAL)

Memorandum

File #: 23-268 **City Council Meeting**

FROM: Chris H Fredericksen
DATE: Wednesday, September 6, 2023
DEPARTMENT: Public Works

Subject
Right of Way and Easement Vacation - Old Butte Road Stub Street

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

Description, Background Information & Purpose
The owners of the two adjoining properties requested the City consider a public access with private maintenance in lieu of a public street. The request would vacate the hatched area depicted in Exhibit A while reserving the utility easement shown in Exhibit B. The cross-access easement would be retained as shown in Exhibit C and proposed distribution of vacated right of way is shown in Exhibit D. Staff and private utilities have reviewed the vacation request and recommend approval.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This vacation supports the community-oriented result of well-planned growth and development by allowing property owners to better utilize their properties.

Interdepartmental Coordination
Other appropriate departments have reviewed and recommend approval of the proposed vacation.

Fiscal Impact
N/A

Legal Review
The vacation was prepared by the Legal Department.

2023-060

ORDINANCE NO. 2023-

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATIONS OF RIGHT-OF-WAY LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED RIGHT-OF-WAY SHALL VEST AS SPECIFIED IN SECTION 2 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the owners of the two adjoining properties requested the City consider a public access with private maintenance in lieu of a public street; and

WHEREAS, the remainder of the access road to the east is owned in fee privately with a similar public use; and

WHEREAS, the vacation of the public street and public utility easement allow for a better utilization of the property for project development; and

WHEREAS, portions of the street and public utility easement are not necessary for utility use.

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

SECTION 1. Vacation.

A. All that portion of public right-of-way that was dedicated by Instrument No. 1528151. Lying in part of the First Amended Plat of Westridge Commercial Plaza, Division No. 1, a subdivision of the City of Idaho Falls, recorded as Instrument No. 1231671, which is located in the SW ¼ of the NE ¼ of Section 22, Township 2 North, Range 37 East B.M., Bonneville County, Idaho, as depicted in Exhibit "A".

(1) Reserving therefrom a portion for the construction, maintenance, and repair of any public utility lines, equipment, and appurtenant improvements, together with the right, to remove, cut, trim any trees, brush, ornamental shrubbery or plants, or other obstructions on or overhanging said reservation area which may injure or interfere with the use thereof by the City of Idaho Falls, and its invitees, licensees, and assigns for such purposes. Such right may be exercised without prior notice to the underlying owner or its heirs, successors, or assigns, described as follows:

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, T 2 N., R. 37 E.B.M. BONNEVILLE COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 22; THENCE S00°11'44"W 1841.83 FEET, ALONG THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 22; THENCE S89°48'16"E 33.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF OLD BUTTE ROAD AND THE POINT OF BEGINNING; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) THENCE 55.93 FEET ALONG SAID CURVE TO THE RIGHT (CURVE DATA: RADIUS=1220.51 FEET, DELTA=02°37'33", CHORD BEARS N15°00'25"E 55.93 FEET) TO A POINT ON A REVERSE CURVE; 2) THENCE 42.34 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA: RADIUS=1320.51 FEET, DELTA=01°50'14", CHORD BEARS N15°24'16"E 42.34 FEET); THENCE S32°21'46"E 27.14 FEET; THENCE S79°18'08"E 25.99 FEET; THENCE S15°01'17"W 38.58 FEET; THENCE N89°52'03"W 27.38 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE 18.94 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA: RADIUS=1200.51 FEET, DELTA=00°54'14", CHORD BEARS S14°56'58"W 18.94 FEET); THENCE S63°46'22"W 26.23 FEET TO THE POINT OF BEGINNING.

See Exhibit "B" for a depiction of said easement.

(2) Also, reserving therefrom a portion for a privately maintained public ingress and egress access easement, together with the right, to remove any obstructions including but not limited to gates barricades or vehicles of any type on said premises which may injure or interfere with the use thereof by the public for such purposes. Such right may be exercised without prior notice to the underlying owner or its heirs, successors, or assigns, the underlying fee owners of this vacated area agree to maintain the easement area 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, described as follows:

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, T 2 N., R. 37 E.B.M. BONNEVILLE COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 22; THENCE S00°11'44"W 1800.29 FEET, ALONG THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 22; THENCE N90°00'00"E 44.56 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF OLD BUTTE ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING AND A POINT ON A CURVE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) CALLS 1) THENCE 12.83 FEET ALONG SAID CURVE TO THE RIGHT (CURVE DATA: RADIUS=1220.51 FEET, DELTA= 00°36'09", CHORD BEARS N16°11'44"E 12.83 FEET) TO A POINT OF REVERSE CURVE; 2) THENCE 21.09 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA: RADIUS=1320.51 FEET, DELTA= 00°54'55", CHORD BEARS N15°51'56"E 21.09 FEET) TO A CURVE; THENCE 13.10 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA: RADIUS=30.00 FEET, DELTA= 25°00'46", CHORD

BEARS S62°45'06"E 12.99 FEET); THENCE S75°08'57"E 6.72 FEET; THENCE S79°11'43"E 26.34 FEET; THENCE S15°01'17"W 33.03 FEET; THENCE N75°06'00"W 46.27 FEET TO THE POINT OF BEGINNING.

See Exhibit "C" for a depiction of said easement.

B. Also vacating portions of a twenty-foot (20') public utility easement along an Old Butte Road Stub Street, described as two (2) portions of the public utility easement that was dedicated by Instrument No. 1528152. Lying in part of the first amended plat of Westridge Commercial Plaza, Division No. 1, a subdivision of the City of Idaho Falls, recorded as Instrument No. 1231671, which is located in the SW ¼ of the NE ¼ of Section 22, Township 2 North, Range 37 East B.M., Bonneville County, Idaho, described as:

PARCEL 1:

COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 22; THENCE S00°11'44"W 1855.74 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE; THENCE S90°00'00"E 50.92 FEET TO THE EASTERLY RIGHT OF WAY OF OLD BUTTE ROAD AND THE POINT OF BEGINNING, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT 26.15 FEET (CURVE DATA: RADIUS 1200.51 FEET, DELTA 01°14'53" CHORD BEARS N13°52'36"E 26.15 FEET); THENCE N63°46'22"E 1.96 FEET; THENCE S81°23'32"E 25.12 FEET; THENCE N15°01'17"E 21.88 FEET; THENCE S89°52'03"E 20.69 FEET; THENCE S15°01'17"W 45.07 FEET; THENCE N81°23'32"W 36.73 FEET; THENCE S63°46'22"W 12.53 FEET TO THE POINT OF BEGINNING.

See Exhibit "A" for a depiction of said easement.

PARCEL 2:

COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 22; THENCE S00°11'44"W 1769.41 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE; THENCE N90°00'00"E 85.85 FEET TO THE POINT OF BEGINNING; THENCE N00°04'00"E 17.42 FEET; THENCE S79°18'08"E 38.87 FEET; THENCE S15°01'17"W 10.65 FEET; THENCE N89°52'10"W 35.46 FEET TO THE POINT OF BEGINNING.

See Exhibit "A" for a depiction of said easement.

SECTION 2. Right-of-Way Vacation. Council deems it expedient for the public good and to be in the best interests of the adjoining properties that the property described in Subsection 1 of Section 1 of this Ordinance be, and the same is, hereby vacated in its entirety to Idaho Land Holdings LLC., and DLR Townhomes, LLC, as follows:

A. TO IDAHO LAND HOLDING LLC.

A PORTION OF PUBLIC RIGHT-OF-WAY THAT WAS DEDICATED BY INSTRUMENT NUMBER 1528151, BEING A PART OF THE FIRST AMENDED

PLAT OF WESTRIDGE COMMERCIAL PLAZA, DIVISION NO.1 IN THE CITY OF IDAHO FALLS RECORDED AS INSTRUMENT NO. 1231671 WHICH IS LOCATED IN THE SW1/4 OF THE NE1/4 OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 37 EAST B.M., BONNEVILLE COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 22; THENCE S00°11'44"W 1841.94 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE; THENCE S90°00'00"E 33.63 FEET TO THE EASTERLY RIGHT OF WAY OF OLD BUTTE ROAD AND THE POINT OF BEGINNING; THENCE N63°46'22"E 28.19 FEET; THENCE S81°23'32"E 25.12 FEET; THENCE N15°01'17"E 28.13 FEET; THENCE N80°24'27"W 46.58 FEET; TO A POINT OF CURVE ON THE EASTERLY RIGHT OF WAY OF OLD BUTTE ROAD; THENCE SOUTHWESTERLY 45.12 FEET ALONG A CURVE TO THE LEFT, CURVE DATA, DELTA 02°07'06", RADIUS 1220.51 FEET, CHORD BEARING S14°45'11"W 45.12 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

See Exhibit "D" for a depiction of said property.

B. TO DLR TOWNHOMES, LLC.

A PORTION OF PUBLIC RIGHT-OF-WAY THAT WAS DEDICATED BY INSTRUMENT NUMBER 1528151, BEING A PART OF THE FIRST AMENDED PLAT OF WESTRIDGE COMMERCIAL PLAZA, DIVISION NO.1 IN THE CITY OF IDAHO FALLS RECORDED AS INSTRUMENT NO. 1231671 WHICH IS LOCATED IN THE SW1/4 OF THE NE1/4 OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 37 EAST B.M., BONNEVILLE COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 22; THENCE S00°11'44"W 1798.31 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE; THENCE S90°00'00"E 44.97 FEET TO THE EASTERLY RIGHT OF WAY OF OLD BUTTE ROAD AND THE POINT OF BEGINNING; THENCE S80°24'27"E 46.58 FEET; THENCE N15°01'17"E 32.33 FEET; THENCE N79°18'08"W 25.99 FEET; THENCE N32°21'46"W 27.14 FEET TO A POINT OF CURVE ON THE EASTERLY RIGHT OF WAY OF OLD BUTTE ROAD; THENCE SOUTHWESTERLY 43.05 FEET ALONG A CURVE TO THE RIGHT, CURVE DATA, DELTA 01°50'14", RADIUS 1320.51 FEET, CHORD BEARING S15°24'16"W 42.34 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY 10.81 FEET ALONG SAID CURVE TO THE LEFT CURVE DATA, DELTA 00°30'27", RADIUS 1220.51 FEET, CHORD BEARING S16°03'58"W 10.81 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

See Exhibit "D" for a depiction of said property.

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this_____day of _____, 2023.

ATTEST:

_____ _____

Corrin Wilde, City Clerk Rebecca L. Noah Casper, Ph.D., Mayor

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATIONS OF RIGHT-OF-WAY LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED RIGHT-OF-WAY SHALL VEST AS SPECIFIED IN SECTION 2 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

_____
Corrin Wilde, City Clerk

(SEAL)

Memorandum

File #: 23-263 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Thursday, September 14, 2023
DEPARTMENT: Community Development Services

Subject
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, East River Townhomes Division No. 1.

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

1. Approve the Development Agreement for the Final Plat for East River Townhomes Division No. 1 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept or Approve the Final Plat for East River Townhomes Division No. 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 East River Townhomes Division No. 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 East River Townhomes Division No. 1. The Planning and Zoning Commission considered this item at its December 6, 2022, meeting and unanimously voted to recommend approval for the final plat to the Mayor and City Council as presented. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

A successful Plat should be consistent with the Comprehensive Plan and Zoning Ordinance, which includes policies and goals related to Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, and BMPO, as well as the Water, Planning, Wastewater, Engineering and Survey Divisions.

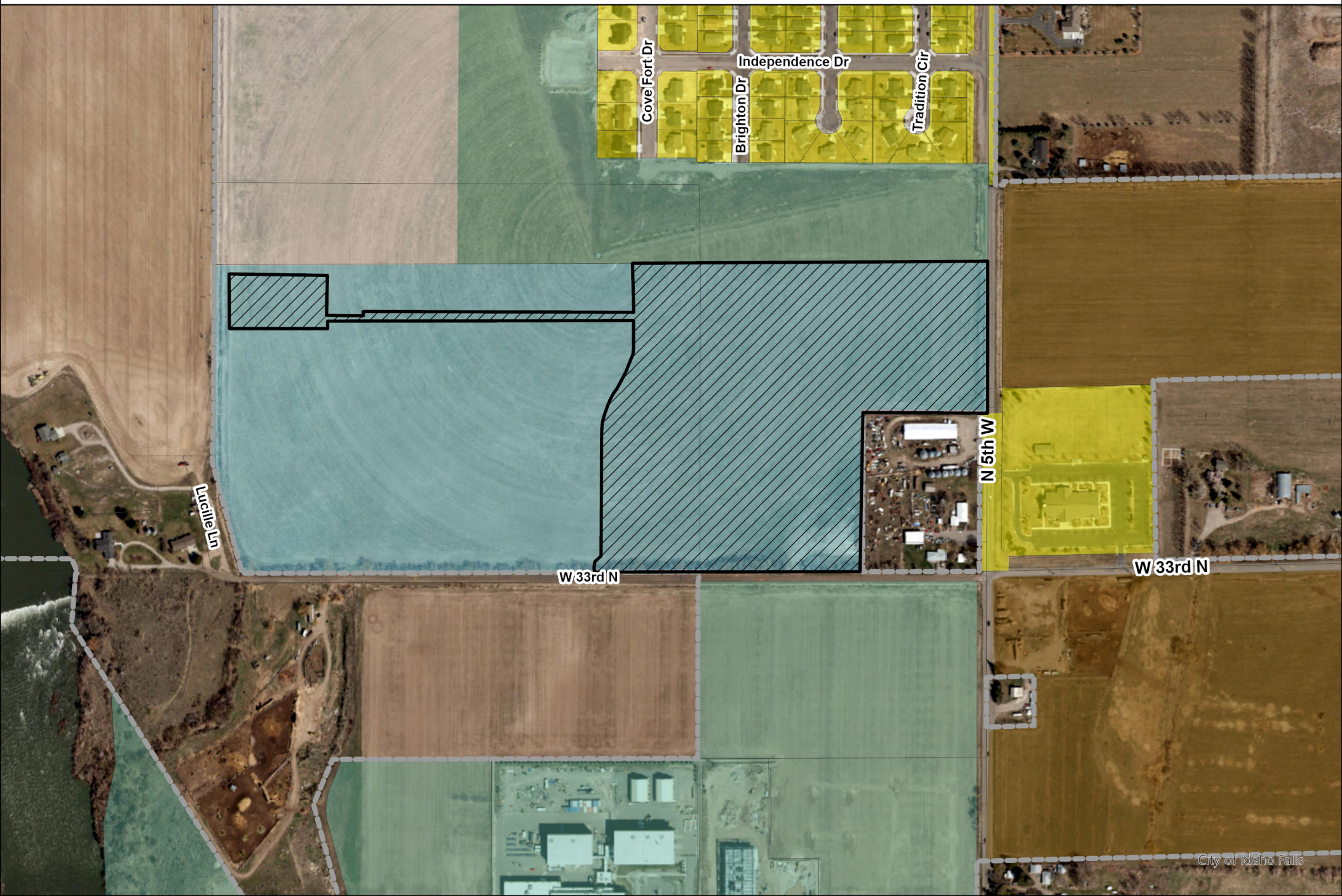
Fiscal Impact
NA

Legal Review
This application has been reviewed by the City Attorney Department and is consistent with applicable law.

Zoning

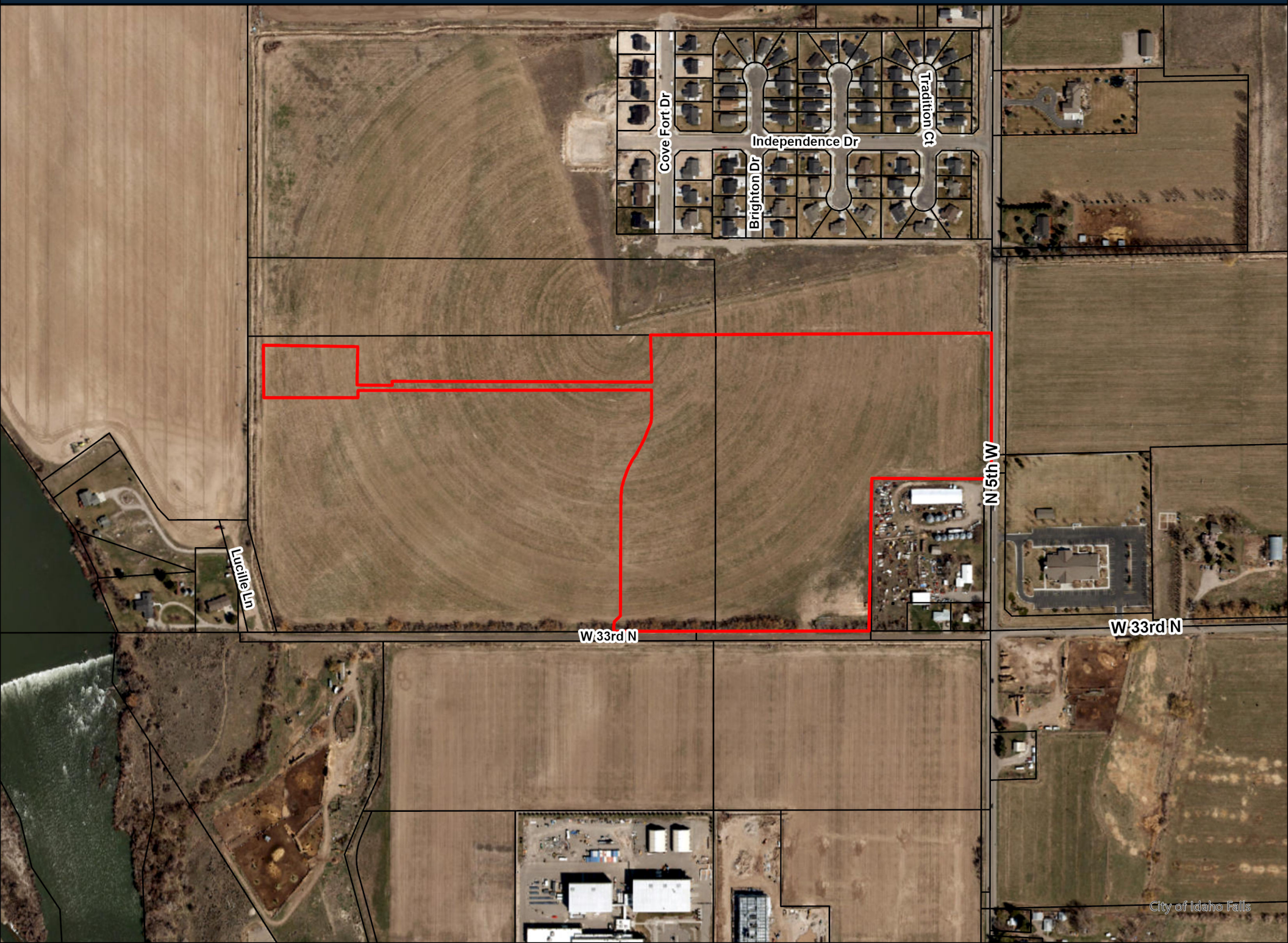
PLAT22-035

RE R1 TN R3 PB LC R&D I&M
RP R2 RMH R3A CC HC LM P



Aerial

PLAT22-035



EAST RIVER TOWNHOMES DIVISION NO. 1

A SUBDIVISION OF THE CITY OF IDAHO FALLS,
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 1,
TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M., BONNEVILLE COUNTY, IDAHO

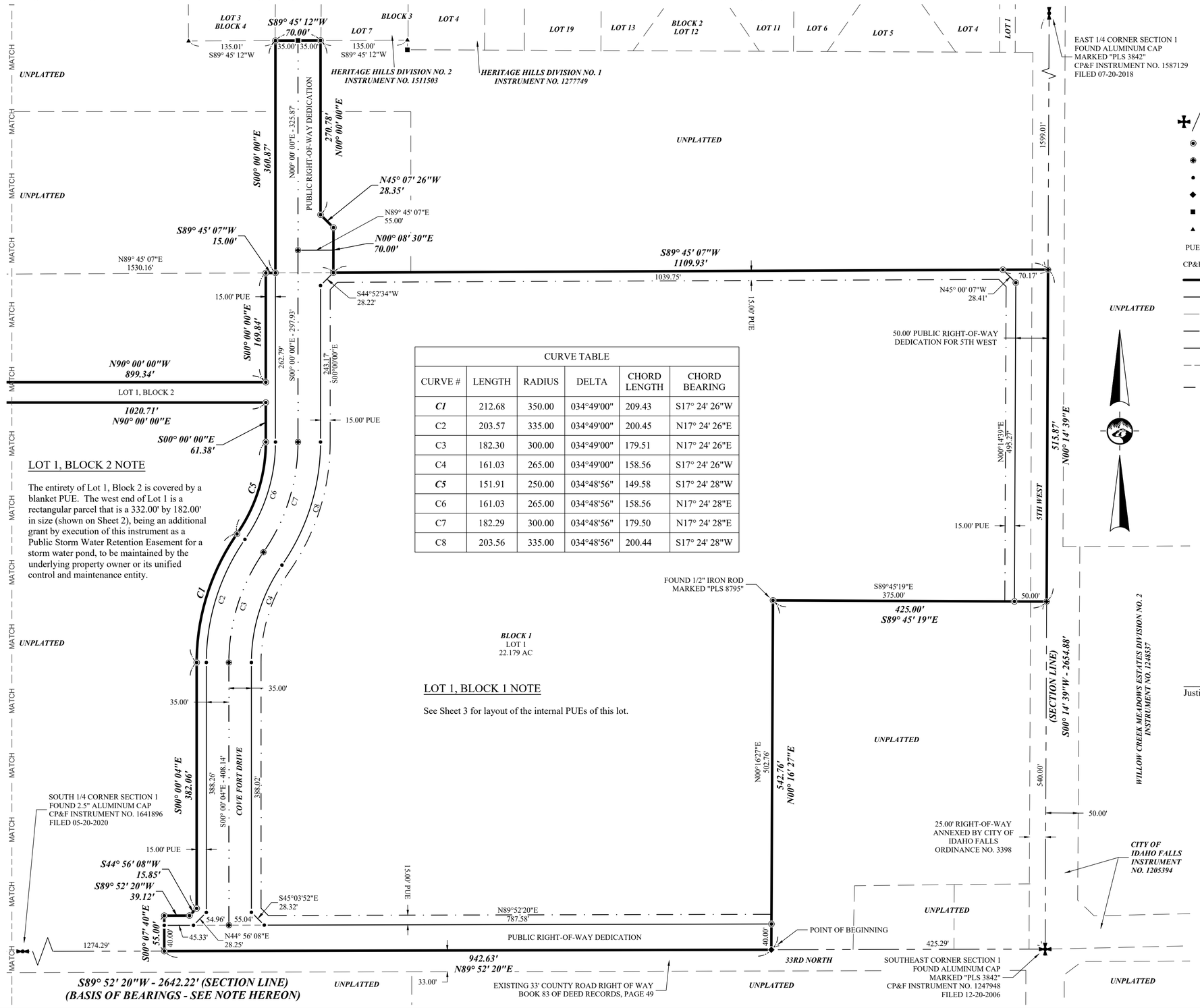
1/4	SEC	T	R
	1	2N	37E

SHEET 1 OF 4

100 0 100 200 300
GRAPHIC SCALE – FEET
1" = 100'

BASIS OF BEARING NOTE

The bearing along this line is the basis for all other bearings listed on this survey. This bearing relates directly to the "City of Idaho Falls Coordinate System of 2004", which is derived from the Idaho State Plane Coordinate System (East Zone 1101), US Survey Feet, and using a combined scale factor of 1.000277265 for a grid-to-ground conversion (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	212.68	350.00	034°49'00"	209.43	S17° 24' 26"W
C2	203.57	335.00	034°49'00"	200.45	N17° 24' 26"E
C3	182.30	300.00	034°49'00"	179.51	N17° 24' 26"E
C4	161.03	265.00	034°49'00"	158.56	S17° 24' 26"W
C5	151.91	250.00	034°48'56"	149.58	S17° 24' 28"W
C6	161.03	265.00	034°48'56"	158.56	N17° 24' 28"E
C7	182.29	300.00	034°48'56"	179.50	N17° 24' 28"E
C8	203.56	335.00	034°48'56"	200.44	S17° 24' 28"W

LOT 1, BLOCK 2 NOTE

The entirety of Lot 1, Block 2 is covered by a blanket PUE. The west end of Lot 1 is a rectangular parcel that is a 332.00' by 182.00' in size (shown on Sheet 2), being an additional grant by execution of this instrument as a Public Storm Water Retention Easement for a storm water pond, to be maintained by the underlying property owner or its unified control and maintenance entity.

LOT 1, BLOCK 1 NOTE

See Sheet 3 for layout of the internal PUEs of this lot.

LEGEND

- 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 1/2" IRON ROD WITH PLASTIC CAP MARKED "PLS 8252"
- FOUND 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 9369"
- FOUND 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 12460"
- PUE — PUBLIC UTILITY EASEMENT
- CP&F — CORNER PERPETUATION AND FILING
- SUBDIVISION BOUNDARY
- LOT BOUNDARY LINE
- ADJOINING BOUNDARIES
- ROAD CENTERLINE
- SECTION LINE
- MATCH — MATCH — SHEET 2 MATCH LINE
- EASEMENTS GRANTED PURSUANT TO THIS PLAT (AS NOTED)

Justin M. Steffler, P.L.S. 14222 Date

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	EAST RIVER TOWNHOMES DIVISION NO. 1
DATE:	06/30/23 DRAWN/CHK BY: PS/JS
PROJECT:	21389/T02NR37E/S1

BADGER AERIAL MAPPING & SURVEYING
4141 S 58 W
IDAHO FALLS, ID 83402
208-715-4380

EAST RIVER TOWNHOMES DIVISION NO. 1

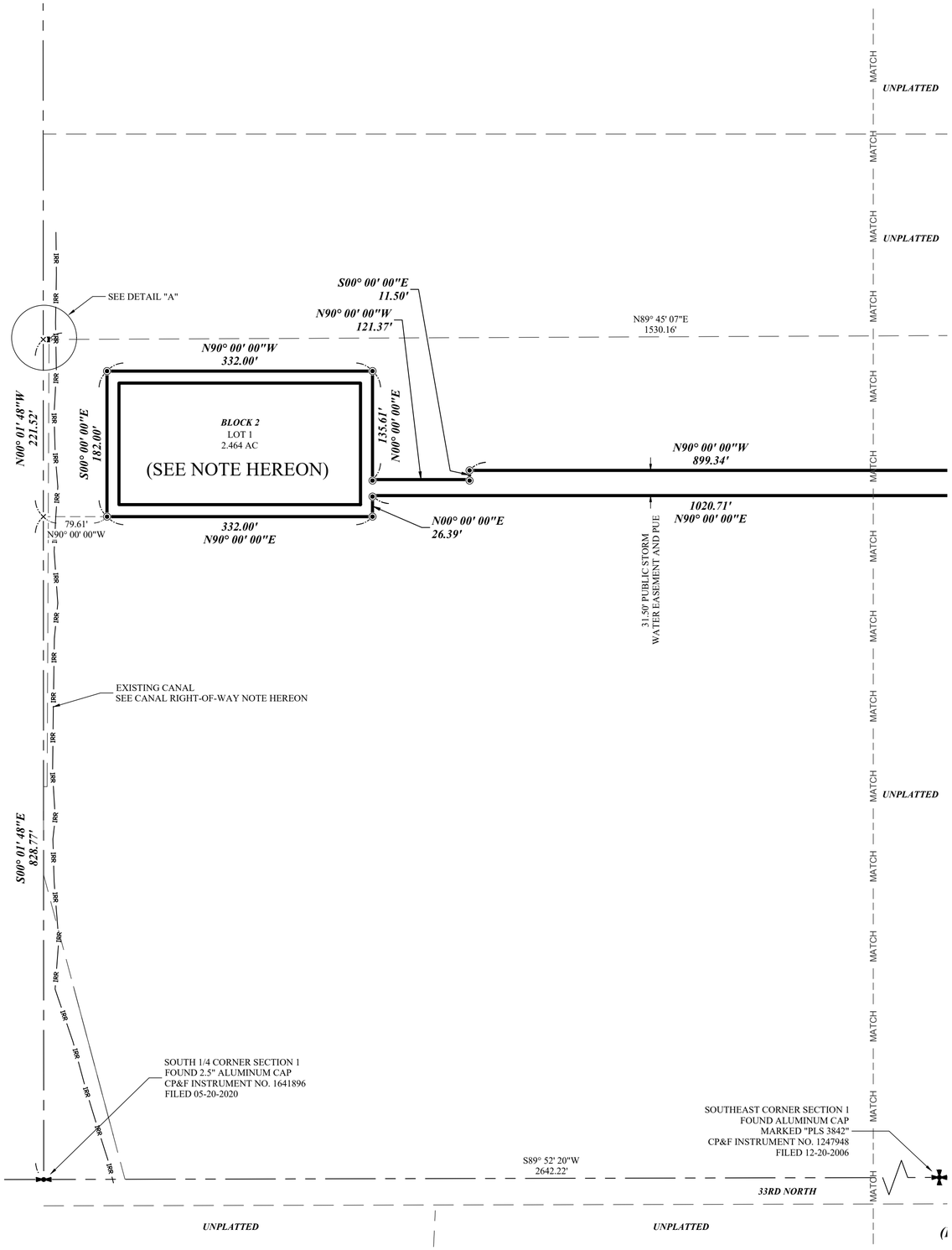
A SUBDIVISION OF THE CITY OF IDAHO FALLS,
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 1,
TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M., BONNEVILLE COUNTY, IDAHO

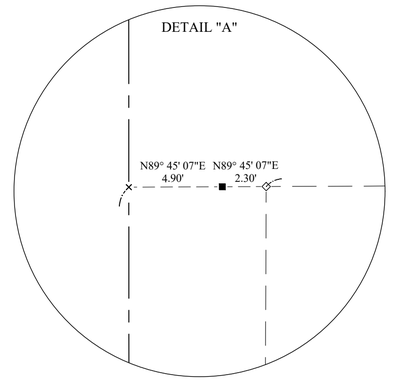
1/4	SEC	T	R
	1	2N	37E

100 0 100 200 300
GRAPHIC SCALE – FEET 1" = 100'

BASIS OF BEARING NOTE

The bearing along this line is the basis for all other bearings listed on this survey. This bearing relates directly to the "City of Idaho Falls Coordinate System of 2004", which is derived from the Idaho State Plane Coordinate System (East Zone 1101), US Survey Feet, and using a combined scale factor of 1.000277265 for a grid-to-ground conversion (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.





DETAIL "A" NOTE

Two monuments were found in close proximity; the 5/8" rod and cap marked "PLS 9369" was accepted for the boundary as it pertained to the property to the north of this location; however, the 1/2" rod and cap marked "PLS 8795" matched the deeds as written for the property to the south, and was accepted for establishing the western boundary of that property.

CANAL RIGHT-OF-WAY NOTE

All canals, as shown hereon, exist within a right-of-way defined by I.C. §42-1102 and must have written permission of the owner or operator of the right-of-way to construct anything within, under, upon or over the area, to ensure that any such encroachments will not unreasonably or materially interfere with the use and enjoyment of the right-of-way.

LOT 1, BLOCK 2 NOTE

The entirety of Lot 1, Block 2 is covered by a blanket PUE. The west end of Lot 1 is a rectangular parcel that is a 332.00' by 182.00' in size, being an additional grant by execution of this instrument as a Public Storm Water Retention Easement for a storm water pond, to be maintained by the underlying property owner or its unified control and maintenance entity.

LEGEND

- PLSS SECTION CONTROL (AS NOTED)
- SET 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222"
- FOUND 1/2" IRON ROD WITH PLASTIC CAP MARKED "PLS 8795"
- FOUND 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 9369"
- CALCULATED POINT (NOT SET)
- PUE PUBLIC UTILITY EASEMENT
- SUBDIVISION BOUNDARY
- ADJOINING BOUNDARIES
- SECTION LINE
- SECTION QUARTER LINE
- IRR IRR IRR IRR APPROXIMATE CANAL CENTERLINE
- MATCH MATCH SHEET 1 MATCH LINE

Justin M. Steffler, P.L.S. 14222 Date

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	EAST RIVER TOWNHOMES DIVISION NO. 1		
DATE:	06/30/23	DRAWN/CHK BY:	PS/JS
PROJECT:	21389/T02NR37E/S1		

BADGER AERIAL MAPPING & SURVEYING
4141 S 58 W
IDAHO FALLS, ID 83402
208-715-4380

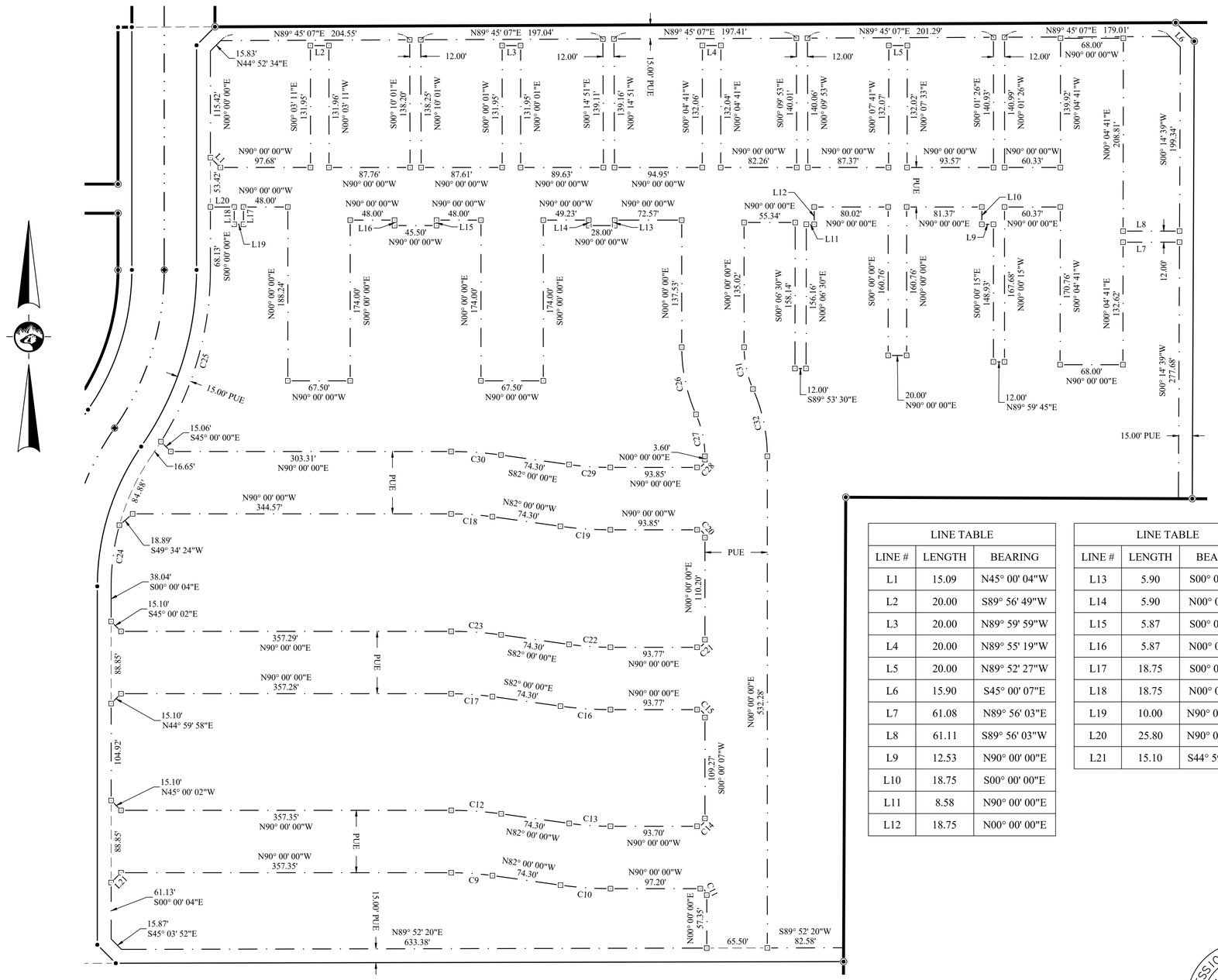
LOT 1, BLOCK 1 INTERIOR EASEMENTS DETAIL
EAST RIVER TOWNHOMES DIVISION NO. 1

A SUBDIVISION OF THE CITY OF IDAHO FALLS,
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 1,
TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M., BONNEVILLE COUNTY, IDAHO

1/4	SEC	T	R
	1	2N	37E

LEGEND

- 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"
- SET 1/2" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222" (SEE INTERIOR MONUMENT COMPLETION CERTIFICATE, SHEET 3)
- PUE — PUBLIC UTILITY EASEMENT
- SUBDIVISION BOUNDARY
- LOT BOUNDARY LINE
- ROAD CENTERLINE
- EASEMENTS GRANTED PURSUANT TO THIS PLAT (AS NOTED)



80 0 80 160 240
GRAPHIC SCALE – FEET 1" = 80'

LINE TABLE		
LINE #	LENGTH	BEARING
L1	15.09	N45° 00' 04"W
L2	20.00	S89° 56' 49"W
L3	20.00	N89° 59' 59"W
L4	20.00	N89° 55' 19"W
L5	20.00	N89° 52' 27"W
L6	15.90	S45° 00' 07"E
L7	61.08	N89° 56' 03"E
L8	61.11	S89° 56' 03"W
L9	12.53	N90° 00' 00"E
L10	18.75	S00° 00' 00"E
L11	8.58	N90° 00' 00"E
L12	18.75	N00° 00' 00"E

LINE TABLE		
LINE #	LENGTH	BEARING
L13	5.90	S00° 00' 00"E
L14	5.90	N00° 00' 00"E
L15	5.87	S00° 00' 00"E
L16	5.87	N00° 00' 00"E
L17	18.75	S00° 00' 00"E
L18	18.75	N00° 00' 00"E
L19	10.00	N90° 00' 00"W
L20	25.80	N90° 00' 00"W
L21	15.10	S44° 59' 58"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C9	44.85	321.25	008°00'00"	44.82	N86° 00' 00"W
C10	54.28	388.75	008°00'00"	54.24	N86° 00' 00"W
C11	11.00	7.00	090°00'00"	9.90	N45° 00' 00"W
C12	54.28	388.75	008°00'00"	54.24	N86° 00' 00"W
C13	44.85	321.25	008°00'00"	44.82	N86° 00' 00"W
C14	13.35	8.50	090°00'00"	12.02	S44° 59' 55"W
C15	13.35	8.50	090°00'00"	12.02	S45° 00' 00"E
C16	54.28	388.75	008°00'00"	54.24	S86° 00' 00"E
C17	44.85	321.25	008°00'00"	44.82	S86° 00' 00"E
C18	44.85	321.25	008°00'00"	44.82	N86° 00' 00"W
C19	54.28	388.75	008°00'00"	54.24	N86° 00' 00"W
C20	13.35	8.50	090°00'00"	12.02	N45° 00' 00"W
C21	13.35	8.50	090°00'00"	12.02	N45° 00' 00"E
C22	44.85	321.25	008°00'00"	44.82	S86° 00' 00"E
C23	54.28	388.75	008°00'00"	54.24	S86° 00' 00"E
C24	67.03	250.00	015°21'45"	66.83	S07° 40' 48"W
C25	196.02	350.00	032°05'22"	193.47	S16° 02' 41"W
C26	74.97	178.75	024°01'45"	74.42	N12° 00' 53"W
C27	46.66	111.25	024°01'45"	46.32	N12° 00' 53"W
C28	13.35	8.50	090°00'00"	12.02	N45° 00' 00"E
C29	44.85	321.25	008°00'00"	44.82	S86° 00' 00"E
C30	54.28	388.75	008°00'00"	54.24	S86° 00' 00"E
C31	46.66	111.25	024°01'45"	46.32	N12° 00' 53"W
C32	74.97	178.75	024°01'45"	74.42	N12° 00' 53"W

CONNECT ENGINEERING
The Civil Connection
2295 N Yellowstone Hwy Unit #6
Idaho Falls, ID 83401- 208.681.8590
The Civil Connection

TITLE	EAST RIVER TOWNHOMES DIVISION NO. 1
DATE:	06/30/23 DRAWN/CHK BY: PS/JS
PROJECT:	21389/T02NR37E/S1

BADGER AERIAL MAPPING & SURVEYING
4141 S 58 W
IDAHO FALLS, ID 83402
208-715-4380

PROFESSIONAL LAND SURVEYOR LICENSED 14222 STATE OF IDAHO JUSTIN M. STEFFLER

Justin M. Steffler, P.L.S. 14222 Date

EAST RIVER TOWNHOMES DIVISION NO. 1

A SUBDIVISION OF THE CITY OF IDAHO FALLS,
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 1,
TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M., BONNEVILLE COUNTY, IDAHO

OWNERS' DEDICATION

Know all men by these presents: that the undersigned IDAHO FALLS EAST RIVER, LLC, a Montana Limited Liability Company, and the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, are the lawful OWNERS of the tract of land included within the boundary description shown hereon and have caused the same to be platted and divided into blocks, lots, and streets, which plat shall hereafter be known as EAST RIVER TOWNHOMES DIVISION NO. 1, a subdivision of the City of Idaho Falls, Idaho, 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, such right may be exercised without prior notice to OWNERS or their 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 hereby release 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 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, permitees 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 this _____day of _____, 2023.

IDAHO FALLS EAST RIVER, LLC

_____ _____
Cal Kunkel, Managing Member Date

CITY OF IDAHO FALLS

_____ _____
Rebecca L. Noah Casper, Ph.D., Mayor 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 _____, 2023.

IDAHO FALLS EAST RIVER, LLC

_____
Cal Kunkel, Managing Member

Date: _____

ACKNOWLEDGMENT

STATE OF _____)
:SS
COUNTY OF _____)

On this _____day of _____, 2023, before me the undersigned, a notary public in and for said state, personally appeared CAL KUNKEL, known or identified to me, to be a manager of the limited liability company of IDAHO FALLS EAST RIVER, 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

Commencing from the Southeast corner of Section 1, T. 2 N., R. 37 E., Boise Meridian, Bonneville County, Idaho, thence S 89° 52' 20" W along the south boundary of said Section 1 for a distance of 425.29 feet to the TRUE POINT OF BEGINNING.

Thence, N 00° 16' 27" E for a distance of 542.76 feet; Thence, S 89° 45' 19" E for a distance of 425.00 feet; Thence, N 00° 14' 39" E for a distance of 515.87 feet; Thence, S 89° 45' 07" W for a distance of 1109.93 feet; Thence, N 00° 08' 30" E for a distance of 70.00 feet; Thence, N 45° 07' 26" W for a distance of 28.35 feet; Thence, N 00° 00' 00" E for a distance of 270.78 feet to a point on the south boundary of Heritage Hills Division No. 2; Thence, S 89° 45' 12" W along said boundary for a distance of 70.00 feet; Thence, S 00° 00' 00" E for a distance of 360.87 feet; Thence, S 89° 45' 07" W for a distance of 15.00 feet; Thence, S 00° 00' 00" E for a distance of 169.84 feet; Thence, N 90° 00' 00" W for a distance of 899.34 feet; Thence, S 00° 00' 00" W for a distance of 11.50 feet; Thence, N 90° 00' 00" W for a distance of 121.37 feet; Thence, N 00° 00' 00" E for a distance of 135.61 feet; Thence, N 90° 00' 00" W for a distance of 332.00 feet; Thence, S 00° 00' 00" W for a distance of 182.00 feet; Thence, N 90° 00' 00" E for a distance of 332.00 feet; Thence, N 00° 00' 00" E for a distance of 26.39 feet; Thence, N 90° 00' 00" E for a distance of 1020.71 feet; Thence, S 00° 00' 00" W for a distance of 61.38 feet to the beginning of a curve; Thence along said curve turning to the right through 34° 48' 56", having a radius of 250.00 feet, an arc length of 151.91 feet, and whose long chord bears S 17° 24' 28" W for a distance of 149.58 feet to a point of reverse curve; Thence along said curve turning to the left through an angle of 34° 49' 00", having a radius of 350.00 feet, an arc length of 212.68 feet, and whose long chord bears S 17° 24' 26" W for a distance of 209.43 feet; Thence, S 00° 00' 04" E for a distance of 382.06 feet; Thence, S 44° 56' 08" W for a distance of 15.85 feet; Thence, S 89° 52' 20" W for a distance of 39.12 feet; Thence, S 00° 07' 40" E for a distance of 55.00 feet; Thence, N 89° 52' 20" E for a distance of 942.63 feet to the TRUE POINT OF BEGINNING.

Said boundary contains an area of 28.400 acres, more or less.

WATER RIGHTS DISCLOSURE

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.

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, EAST RIVER TOWNHOMES 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_____, 2023, before me, a notary public in and for said state, personally appeared

Rebecca L. Noah Casper, Ph.D., known or identified to me to be the Mayor of the CITY OF IDAHO FALLS, IDAHO and the officer who subscribed said organization's name to the foregoing OWNERS' Dedication and the Drinking Water System Certificate and acknowledged to me that she is authorized to execute the same for and on behalf of said organization.

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: _____

RIGHT-OF-WAY NOTE

All those portions of Cove Fort Drive, 33rd North, and 5th West lying within the boundary description are granted as public right-of-way dedications pursuant to the execution of this instrument.

Total right-of-way dedicated: 3.757 acres

CITY'S ACCEPTANCE

The accompanying plat was duly accepted and approved and the grants and dedications are hereby accepted by the City Council of Idaho Falls adopted this _____ day of _____, 2023.

_____ _____
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 parcel 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: Records of Survey Instrument Numbers 819420, 1152729, 1353488, and 1681584; Deed Instrument Numbers 313127, 911866, 1205394, 1236314, and 1694574; and Subdivision Plats for Heritage Hills Division No. 1, Instrument Number 1277749, Heritage Hills Division No. 2, Instrument Number 1248537, Willow Creek Meadows Estates Division No. 1, Instrument Number 1204416, and Willow Creek Meadows Estates Division No. 2, Instrument Number 1248537; and Corner Perpetuation and Filing Record Instrument Numbers 1247948, 1587129, and 1641896.

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 EAST RIVER TOWNHOMES 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

_____, P.L.S. 14222

INTERIOR MONUMENT COMPLETION CERTIFICATE

Pursuant to the requirements of I.C. §50-1331, I.C. §50-1332, and I.C. §50-1333, I, Justin M. Steffler, certify that the interior monuments shall be set in accordance with the requirements of I.C. §50-1303 on or before July 1st, 2024.

SHEET 4 OF 4

1/4	SEC	T	R
	1	2N	37E

CONNECT ENGINEERING
The Civil Connection
2295 N Yellowstone Hwy Unit #6
Idaho Falls, ID 83401- 208.681.8590
The Civil Connection

TITLE	EAST RIVER TOWNHOMES DIVISION NO. 1
DATE:	06/30/23 DRAWN/CHK BY: PS/JS
PROJECT:	21389/T02NR37E/S1

BADGER AERIAL MAPPING & SURVEYING
4141 S 58 W
IDAHO FALLS, ID 83402
208-715-4380

STAFF REPORT
Final Plat East River Townhomes Division No. 1
September 14th, 2023

IDAHO FALLS
Community Development Services

Applicant: Connect Engineering

Project Manager: David Peterson

Location: Generally, north of W 33rd N, east of the Snake River, south of Independence Dr, west of N 5th W

Size: Approx. 27.354 acres
Total Lots: 2
Buildable Lots: 1
Common Lots: 1

Existing Zoning: R3A
North: R&D
South: R&D
East: R3
West: County A-1

Existing Land Uses:
Site: Vacant
North: Residential
South: Commercial
East: Residential
West: Vacant

Future Land Use Map:
General Urban

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 East River Townhomes Division No. 1 to the Mayor and City Council.

History: This property was annexed in July 2021 with an initial zoning of R3A, Residential Mixed Use. A preliminary plat was approved in June 2022.

Staff Comments: The final plat application was submitted on October 05, 2022. The plat consists of 2 total lots. 1 buildable lot and 1 common lot. Lot 2 is a non-buildable lot and will contain a large storm water retention pond. Lot 2 also includes a 31.5-foot-wide public storm water easement and public utility easement to convey storm water from phase one of the development and Cove Fort Dr to the storm pond.

Cove Fort Dr will be a 70-foot right-of-way and function as a residential collector. W 33rd N will also be constructed to city standards as a collector street along the south boundary of the property. The extension of Cove Fort Dr to the north will connect with the Heritage Hills Subdivision and will resolve secondary fire access for that subdivision as well as this development.

The Comprehensive Plan identifies this area as General Urban. The property is zoned R3A, Residential Mixed Use Zone, and has a maximum density of 35 units per acre. The proposed final plat is consistent with the General Urban Transect and the existing R3A Zone.

Staff Recommendation: Staff has reviewed the plat and finds that it complies with the subdivision ordinance and the development standards of the R3A zone and recommends approval of East River Townhomes Division No. 1.

Subdivision Ordinance

10-1-5: GENERAL SUBDIVISION STANDARDS:
(I) Cross Sections:
(1) Final geometric design of street sections shall be approved at the time improvement drawings are submitted for approval by the City. Traffic counts and traffic impact studies, when required, shall be performed by the developer and submitted to the City for review and approval.

A traffic study was completed for the Preliminary Plat in March 2022.

Boxes with an "X" indicate 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: 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 R3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	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.	Cove Fort Dr – Residential Collector

Zoning Ordinance:

11-3-3: PURPOSE OF RESIDENTIAL ZONES

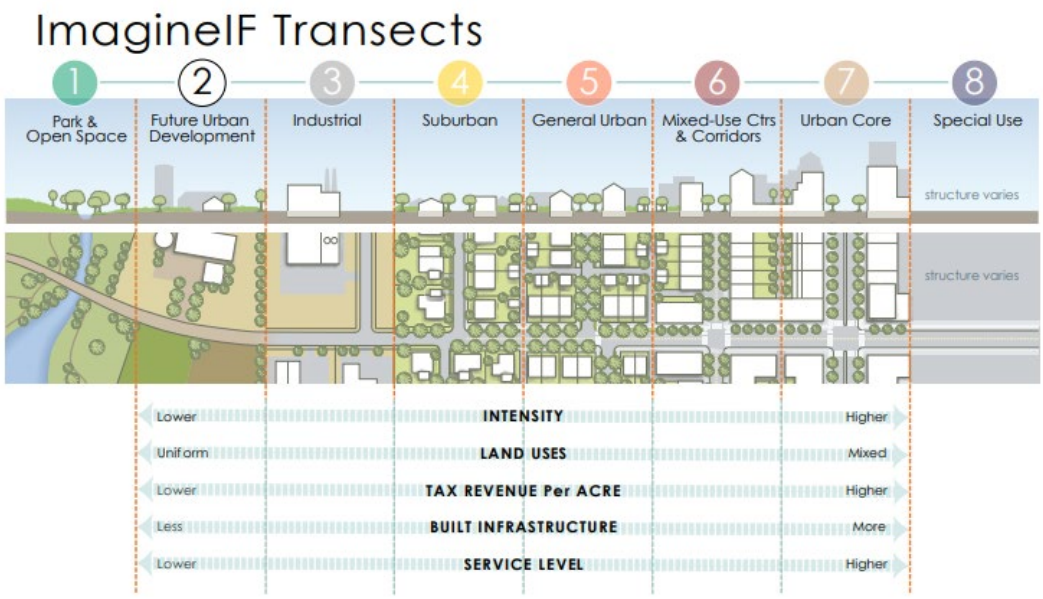
(G) R3A Residential Mixed-Use Zone. To provide for a mix of uses in which the primary use of the land is for residential purposes, but in which office buildings and certain other uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R3 Residential Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R3A Zone is essentially residential in character. Therefore, all uses must be developed and maintained in harmony with residential uses. This zone should be located along major streets such as arterials and collectors.

11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	35
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

Comprehensive Plan:





5. **General Urban**

Snapshot: The General Urban Transect denotes residential areas with a mix of commercial and service uses convenient to residents. These areas contain a wide variety of housing types, generally including small single-units, duplexes, triplexes, fourplexes, courtyard apartments, bungalow courts, townhouses, multiplexes and live-work units. Lot sizes are smaller and more compact than suburban areas. These areas could also include, parks, schools, churches and commercial services. These areas have highly connective street patterns, similar to the traditional grid-pattern that encourages bicycle and pedestrian usage. These areas should be near an existing or part of a new walkable center.

Local examples: Bonnavista Addition, Johns Height Subdivision, Jennie Lee Addition, Bell-Aire, Linden Park, Linden Trails, Falls Valley

December 6, 2022 7:00 p.m. Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Joanne Denney, George Morrison, Kristi Brower, Margaret Wimborne, Glen Ogden, Arnold Cantu, Lindsey Romankiw.

MEMBERS ABSENT: Brent Dixon

ALSO PRESENT: Planning Director, Brad Cramer, Assistant Planning Director Kerry Beutler; planner Naysha Foster, David Peterson; and interested citizens.

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

CHANGES TO AGENDA:

MINUTES: Cantu moved to accept the minutes of November 6, 2022, Morrison seconded the motion. The motion passed unanimously.

Business:

1. PLAT 22-035: FINAL PLAT. Final Plat for East River Townhomes Division No. 1.

Applicant: Barry Bane, Connect Engineering, 2295 N. Yellowstone, Suite 6, Idaho Falls, Idaho. Bane presented a final plat on the north end of town near the corner of East River and 33rd. Bane stated that the plat consists of 2 lots, lot 1 is buildable, lot 2 is storm water, and the pond will grow as the rest of the area is platted, and that is the reason lot 2 is so far away. Bane will be dedicating additional right of way on East River and Iona Road that will be improved. Cove Fort will go through the property to the north (airport property) and will connect to the subdivision to the north.

Peterson presented the staff report, a part of the record.

Wimborne asked if access to the lot off W is 33rd N, and no access on N 5th West. Peterson stated that there is another road that will be developed on the north side called Millard Road that will connect to 5th West, and it will connect Cove Fort Drive to 5th West, but is not specifically part of this plat.

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for East River Townhomes Division No. 1, Ogden seconded the motion. Denney called for roll call vote: Morrison, yes; Brower, yes; Wimborne, yes; Ogden, yes; Cantu, yes; Romankiw, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT OF EAST RIVER TOWNHOMES DIVISION NO. 1 LOCATED GENERALLY NORTH OF W 33RD N, EAST OF THE SNAKE RIVER, SOUTH OF INDEPENDENCE DR, WEST OF N 5TH W

WHEREAS, the applicant filed an application for a final plat on October 5, 2022; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on December 6, 2022; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 14, 2023; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls 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. This is an approximate 27.354-acre property located generally north of W 33rd N, east of the Snake River, south of Independence Dr, west of N 5th W.
3. The property is zoned R3A, Residential Mixed Use.
4. The Final Plat includes two (2) lots, one buildable and one non-buildable common lot.
5. Access to the subdivision will come from W 33rd N and Cove Fort Dr, both classified as collector streets.
6. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
7. The proposed development is consistent with the principles of the City's Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2023

_____

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
EAST RIVER TOWNHOMES

This DEVELOPMENT AGREEMENT EAST RIVER TOWNHOMES ("AGREEMENT"), made this _____day of _____, 2023, 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 IDAHO FALLS EAST RIVER, LLC., ("DEVELOPER"), whose mailing address is 2729 Aspen Way, Billings, Montana 59106.

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. Certification of No Chinese Ownership. Pursuant to Idaho Code 67-2359, DEVELOPER certifies that DEVELOPER is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this AGREEMENT, be owned or operated by the government of the People's Republic China.

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

_____
Corrin Wilde, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

IDAHO FALLS EAST RIVER, LLC.

By _____
Cal Kunkel, Managing Member

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____day of _____, 2023, 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~~ Montana)
) ss:
County of Yellowstone)

On this 26th day of August, 2023, before me, the undersigned, a notary public, in and for said State, personally appeared Cal Kunkel, known or identified to me to be an authorized signator of Idaho Falls East River, 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.

JOE VANDERLOOS NOTARIAL SEAL STATE OF MONTANA
JOE VANDERLOOS
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
August 29, 2023

(Seal)

Joe Vanderloos
Notary Public of ~~Idaho~~ Montana
Residing at: Billings
My Commission Expires: August 29, 2023

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
EAST RIVER TOWNHOMES

OVERALL BOUNDARY DESCRIPTION

Commencing from the Southeast corner of Section 1, T. 2 N., R. 37 E., Boise Meridian, Bonneville County, Idaho, thence S 89° 52' 20" W along the south boundary of said Section 1 for a distance of 425.29 feet to the TRUE POINT OF BEGINNING.

Thence, N 00° 16' 27" E for a distance of 542.76 feet; Thence, S 89° 45' 19" E for a distance of 425.00 feet; Thence, N 00° 14' 39" E for a distance of 515.87 feet; Thence, S 89° 45' 07" W for a distance of 1109.93 feet; Thence, N 00° 08' 30" E for a distance of 70.00 feet; Thence, N 45° 07' 26" W for a distance of 28.35 feet; Thence, N 00° 00' 00" E for a distance of 270.78 feet to a point on the south boundary of Heritage Hills Division No. 2; Thence, S 89° 45' 12" W along said boundary for a distance of 85.00 feet; Thence, S 00° 00' 00" W for a distance of 530.71 feet; Thence, N 90° 00' 00" W for a distance of 899.34 feet; Thence, S 00° 00' 00" W for a distance of 11.50 feet; Thence, N 90° 00' 00" W for a distance of 121.37 feet; Thence, N 00° 00' 00" E for a distance of 135.61 feet; Thence, N 90° 00' 00" W for a distance of 332.00 feet; Thence, S 00° 00' 00" W for a distance of 182.00 feet; Thence, N 90° 00' 00" E for a distance of 332.00 feet; Thence, N 00° 00' 00" E for a distance of 26.39 feet; Thence, N 90° 00' 00" E for a distance of 1020.71 feet; Thence, S 00° 00' 00" W for a distance of 61.38 feet to the beginning of a curve; Thence along said curve turning to the right through 34° 48' 56", having a radius of 250.00 feet, an arc length of 151.91 feet, and whose long chord bears S 17° 24' 28" W for a distance of 149.58 feet to the beginning of a non-tangential curve; Thence along said curve turning to the left through an angle of 34° 49' 00", having a radius of 350.00 feet, an arc length of 212.68 feet, and whose long chord bears S 17° 24' 26" W for a distance of 209.43 feet; Thence, S 00° 00' 04" E for a distance of 382.06 feet; Thence, S 44° 46' 11" W for a distance of 15.80 feet; Thence, S 89° 52' 20" W for a distance of 39.19 feet; Thence, S 00° 07' 40" E for a distance of 55.00 feet; Thence, N 89° 52' 20" E for a distance of 942.63 feet to the TRUE POINT OF BEGINNING.

Said boundary contains an area of 28.524 acres, more or less.

EXHIBIT "B"
SPECIAL CONDITIONS

EAST RIVER TOWNHOMES

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 33rd N and 5th W Turn Lane Improvements. DEVELOPER has completed a Traffic Impact Study for turn lane improvements required at the intersection of 33rd N and 5th W. For this Development, DEVELOPER shall be responsible for the design and construction of the Northbound and Southbound left turn lanes at the intersection in accordance with the City Approved Improvement Drawings required for this Development.

S.C. 3.00 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 Forty-Five Thousand Three Hundred Thirty-Four Dollars and Eighty Cents ($45,334.80) (14,392 square yards at $3.15 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY's sole discretion on timing.

S.C. 4.00 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 after annexation.

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 perpetual responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

S.C. 6.00 Construction of Water Lines. DEVELOPER shall, at DEVELOPER's sole expense, design and construct One Thousand Three Hundred Forty feet (1,340' of twelve-inch (12")) water main line starting in the intersection of 33rd North and 5th West, as shown on the improvement

plans approved by and on file with CITY Engineer. DEVELOPER shall design and construct, at DEVELOPER's sole expense, all water mains and appurtenances within the Subdivision in accordance with CITY Standard Drawings and Engineering Specifications and as shown on the Improvement Drawings filed with and approved by CITY Engineer, and upon completion thereof, DEVELOPER shall furnish CITY with a certificate signed by a licensed professional engineer, certifying that the water mains and appurtenances have been constructed in accordance with such Specifications.. CITY agrees to reimburse DEVELOPER that portion of the costs of materials for the twelve inch (12") main line which exceeds the costs of materials for an eight inch (8") water main line, subject to the limitations and bid procurement requirements of this AGREEMENT.

DEVELOPER shall, at DEVELOPER's sole expense, design and construct approximately Four Thousand Two Hundred Thirty-Five feet (4,235) of 12" water main in 33rd North between 5th West and 5th East subject to the approval of CITY's Engineer. DEVELOPER shall design and construct, at DEVELOPER's sole expense, all water mains and appurtenances in accordance with CITY Standard Drawings and Engineering Specifications and as shown on the Improvement Drawings to be filed with and approved by CITY Engineer, and upon completion thereof, DEVELOPER shall furnish CITY with a certificate signed by a licensed professional engineer, certifying that the water mains and appurtenances have been constructed in accordance with such Specifications. CITY agrees to reimburse DEVELOPER that portion of the costs of materials for the Twelve inch (12") main line which exceeds the costs of materials for an Eight inch (8") water main line, subject to the limitations and bid procurement requirements of this AGREEMENT. Building permits for this Development will be granted concurrently with the construction and acceptance of this line. ALL certificate of occupancy will be **withheld** until this line is accepted by CITY.

S.C. 7.00 Reimbursement of Water Main Charges. Upon connection of water service to any property owned by any person other than DEVELOPER and fronting upon that portion of the 33rd North right-of-way in which DEVELOPER has constructed a water main line, CITY shall, to the extent permitted by law, and upon written request of DEVELOPER, pay to DEVELOPER all water main connection charges collected by CITY from the owners of such property, pursuant to Section 8-4-14(c), City Code, as the same currently exists or may be amended hereafter. Such right to reimbursement shall terminate with respect to any water main charge collected by CITY after the expiration of ten (10) years from the date of this AGREEMENT.

S.C. 8.00 Water Line Connection in 5th West. CITY agrees to allow DEVELOPER to connect to the water main located in 5th West, subject to DEVELOPER's payment of the water main connection fees in the amount of Twenty-Two Thousand Six Hundred Fifty-Two Dollars and Forty Cents ($22,652.40; 516 ft currently at $43.90 per foot), upon execution of this AGREEMENT, pursuant to Section 8-4-14 (C) of Idaho Falls City Code. Pursuant to section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER's heirs, successors, or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

S.C. 9.00 Construction of Sanitary Sewer Lines. DEVELOPER shall, at DEVELOPER's sole expense, design and construct 1340 feet of ten inch (10") sanitary sewer main line starting approximately in the intersection of 33rd North and 5th West and continuing to and across the entire frontage of this Subdivision, as shown on the improvement plans approved by and on file with CITY Engineer. DEVELOPER shall design and construct, at DEVELOPER's sole expense, all sewer mains and appurtenances within the Subdivision in accordance with CITY Standard Drawings and Engineering Specifications and as shown on the Improvement Drawings filed with and approved by CITY Engineer, and upon completion thereof, DEVELOPER shall furnish CITY with a certificate signed by a licensed professional engineer, certifying that the sewer mains and appurtenances have been constructed in accordance with such Specifications. CITY agrees to reimburse DEVELOPER that portion of the costs of materials for the ten inch (10") main line which exceeds the costs of materials for an eight inch (8") sewer main line, subject to the limitations and bid procurement requirements of this AGREEMENT.

S.C. 10.00 Reimbursement of Sanitary Sewer Lines. Upon connection of sanitary sewer service to any property owned by any person other than DEVELOPER and fronting upon that portion of sanitary sewer which DEVELOPER has constructed outside of this Subdivision, CITY shall, to the extent permitted by law, and upon written request of DEVELOPER, pay to DEVELOPER all sewer main connection charges collected by CITY from the owners of such property, pursuant to Section 8-7-15(c), City Code, as the same currently exists or may be amended hereafter. Such right to reimbursement shall terminate with respect to any sewer main charge collected by CITY after the expiration of ten (10) years from the date of this AGREEMENT

S.C. 11.00 Sewer Main Connection Fee 5th West. CITY agrees to allow DEVELOPER to connect to the sewer previously constructed in 5th West, subject to DEVELOPER's payment of the sewer main connection charge pursuant to section 8-1-23(C) of the City Code in the amount of Thirteen Thousand Two Hundred Sixty-One Dollars and Twenty Cents ($13,261.20; 516 feet; currently at $25.70 per foot). Pursuant to section 8-1-23(B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual wastewater system connection fees each time an individual wastewater service line is connected to CITY wastewater systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

Memorandum

File #: 23-266 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Thursday, September 14, 2023
DEPARTMENT: Community Development Services

Subject
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Anderson Townhomes Division No. 1.

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

1. Approve the Development Agreement for the Final Plat for Anderson Townhomes Division No. 1 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept or Approve the Final Plat for Anderson Townhomes Division No. 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 Anderson Townhomes Division No. 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 Anderson Townhomes Division No. 1. The Planning and Zoning Commission considered this item at its July 11, 2023, meeting and unanimously voted to recommend approval for the final plat to the Mayor and City Council as presented. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

A successful Plat should be consistent with the Comprehensive Plan and Zoning Ordinance, which includes policies and goals related to Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, as well as the Water, Planning, Wastewater, Engineering, and Survey Divisions.

Fiscal Impact
NA

Legal Review
This application has been reviewed by the City Attorney Department and is consistent with applicable law.

Zoning

PLAT23-016 Anderson Townhomes PUD Div 1

RE R1 TN R3 PB LC R&D I&M
RP R2 RMH R3A CC HC LM P

N



Aerial

PLAT23-016 Anderson Townhomes Div 1



ANDERSON TOWNHOMES DIVISION NO. 1

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE SE ¼ OF THE SW ¼ OF SECTION 7, AND THE NE¼ OF THE NW¼ OF SECTION 18
TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

SURVEYOR'S CERTIFICATE

I, SPENCER MCCUTCHEON , A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS ANDERON TOWNHOMES DIVISION 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
20907
9-6-2023
STATE OF IDAHO
SPENCER MCCUTCHEON

SPENCER MCCUTCHEON
PLS NO. 20907
DATE OF PLAT: 5-30-2023

SURVEYOR'S NARRATIVE

IT IS THE INTENT OF THIS PLAT AND THE SURVEY ON WHICH IT IS BASED TO CORRECTLY REPRESENT THE BOUNDARY LINES AND PROPERTY CORNERS OF THE SURVEYED PARCEL AND TO SHOW EXISTING IMPROVEMENTS OF THE SUBJECT PARCEL AS REQUESTED BY CONNECT ENGINEERING. THE BASIS OF BEARING FOR THIS SURVEY IS S 87° 33' 03" W 2562.57 FEET BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SECTION 7 TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY IDAHO. THE FIELD DATA WAS COLLECTED 11-5-2022 WITH A TRIMBLE R-8 RECEIVER CONNECTED VIA CELLULAR DEVICE TO THE UTAH REFERENCE NETWORK OF GPS BASE STATIONS, A TRIMBLE PIVOT VIRTUAL REFERENCE SYSTEM MANAGED BY THE UTAH A.G.R.C. (AUTOMATED GEOGRAPHIC REFERENCE CENTER). FOUND EVIDENCES AND MONUMENTS ARE REPRESENTED HEREON. THE COMPUTER CALCULATED GROUND SCALE FACTOR OF 1.000277265 FROM SAID TRIMBLE GPS. ORIGIN POINT FOR APPLIED SCALE FACTOR IS THE BRASS CAP MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 7. WGS84 COORDINATES FOR APPLIED SCALE FACTOR IS AS FOLLOWS LAT: 43°30'40.90771" N LONG: 112°02'01.22047"W ALL BEARINGS REFER TO THE IDAHO COORDINATE SYSTEM OF 1983, EAST ZONE, (1101).

I LOCATED 6 IRON RODS AND IRON RODS AND CAPS MARKING VARIOUS CORNERS OF THE GREEN GABLE ESTATES AS FOUND IN THE BONNEVILLE COUNTY RECORDER'S OFFICE INSTRUMENT NO 1086765 AS WELL AS THE ALMA HANSON RECORD OF SURVEY AS FOUND IN SAID RECORDER'S OFFICE INSTRUMENT NO 0713763. I FOUND THAT ON THE GREEN GABLE ESTATES CONDO PLAT INSTRUMENT NO. 1178186 THAT THE SHOWN CALL OF S86° 51' 11"E 6.04 FEET DID NOT MATCH THE BOUNDARY DESCRIPTION SHOWN AS S 86° 51' 11"E 8.04 FEET. I HELD THE BOUNDARY DESCRIPTION AS IT IS IN HARMONY WITH THE SAID GREEN GABLE ESTATES AND SAID RECORD OF SURVEY. THE TWO SOUTHEASTERLY MONUMENTS FOUND WERE SLIGHTLY DIFFERENT THAN THE CALCULATED POSITIONS BASED OFF THE ABOVE MENTIONED SUBDIVISIONS AND RECORDS OF SURVEY, HOWEVER THESE MONUMENTS HAVE BEEN LOCATING THE PROPERTY LINE SINCE 2002 WHEN THE GREEN GABLE ESTATES DIVISION WAS RECORDED AND THE ORIGINAL SURVEYOR SET THESE CORNERS. THEREFOR I HELD THE ORIGINAL MONUMENTS AS THE CONTROLLING EVIDENCE AS IT IS MY DUTY TO FOLLOW IN THE ORIGINAL SURVEYORS FOOTSTEPS. IT IS MY OPINION THAT THESE MONUMENTS CONTROL OVER THE CALCULATED POSITIONS BASED OFF THE BEARINGS AND DISTANCES SHOWN ON THE PLAT.

THE WESTERLY LINES WERE HELD ALONG THE FOUND MONUMENTS OF THE SAID GREEN GABLE ESTATES SUBDIVISION. THE NORTHERLY LINE WAS HELD ALONG THE SOUTHERLY LINE AS ESTABLISHED IN THE RECORD OF SURVEY INSTRUMENT NO. 0713763 AND THE BERKSHIRE APARTMENTS DIVISION NO. 1 INSTRUMENT NO. 1303229. I FOUND 3 IRON RODS AND CAPS MARKED 827 ALONG SAID NORTHERLY LINE. THE FIRST EASTERLY BOUNDARY LINE WAS HELD COINCIDENT WITH A LINE RUN BETWEEN THE FOUND IRON ROD AND CAP AT THE NORTHWESTERLY CORNER OF TRACT 2 OF THE DEED OF DISTRIBUTION AS FOUND IN THE SAID RECORDER'S OFFICE INSTRUMENT NO. 1238728, THE FOLLOWING COURSE WAS HELD AT A POINT 125 FEET NORTHERLY AND PARALLEL TO THE ESTABLISHED SECTION LINE TO THE EASTERLY LINE OF THE WEST HALF OF SAID TRACT 2, THE FOLLOWING COURSE WAS HELD ALONG THE EASTERLY LINE OF THE WEST HALF OF TRACT 2, SAID EASTERLY LINE IS PARALLEL TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 AND TERMINATED AT THE NORTHERLY LINE OF THE EXCEPTING DESCRIPTION OF SAID TRACT 2 DEEDED TO IDAHO FALLS CITY FOR THE RIGHT-OF-WAY OF ANDERSON STREET. THE NORTHERLY AND SOUTHERLY LINES OF TRACT 2 WERE ROTATED ALONG THE MEASURED SECTION LINE AND THE WESTERLY AND EASTERLY LINE WAS HELD AT THE RECORD TIE LOCATION BUT WAS HELD PARALLEL TO THE EAST LINE OF THE SOUTHWEST QUARTER AS MEASURED AND SHOWN HEREON. THE SOUTHERLY LINES WERE HELD ALONG THE ESTABLISHED NORTHERLY RIGHT-OF-WAY LINE OF ANDERSON STREET. I USED SAID GREEN GABLE ESTATES SUBDIVISION AS WELL AS THE SAID DEED RIGHT-OF-WAY TO IDAHO FALLS CITY TO ESTABLISHED SAID NORTH RIGHT-OF-WAY LINE. I ALSO LOCATED AND ROTATED THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STREET FROM THE HIGHLAND PARK ADDITION TO MATCH THE ESTABLISHED RIGHT-OF-WAY AS MENTIONED ABOVE. I FOUND THAT THE ESTABLISHED NORTH RIGHT-OF-WAY LINE WAS LOCATED ON THE NORTHERLY LINE OF THE BACK OF WALK, TOP BACK OF CURB AND EDGE OF ASPHALT WERE ALSO LOCATED AND IT WAS DETERMINED THAT THE ROAD IMPROVEMENTS ARE IN HARMONY WITH THE ESTABLISHED RIGHT-OF-WAY LINE.

MY PROFESSIONAL OPINION IS RENDERED UPON THIS SUBDIVISION PLAT. THERE MAY EXIST OTHER EVIDENCE, MONUMENTS, OR DOCUMENTS THAT COULD AFFECT THIS SURVEY. ANY NEW EVIDENCE, MONUMENTS, OR DOCUMENTS CONTRADICTORY TO THIS SURVEY SHOULD BE PRESENTED TO THE SURVEYOR FOR HIS REVIEW AND CONSIDERATION.

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS _____ DAY OF _____, 202____.

_____ _____
MAYOR CITY CLERK

_____ _____
CITY ENGINEER CITY SURVEYOR
KENT J. FUGAL, PE 9247 KENNETH BALDWIN ROBERTS, PLS 9755

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT ANDERSON TOWNHOMES, DIVISION NO. 1, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO

_____ DATE:_____
BONNEVILLE COUNTY RECORDER

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

_____ _____
ENVIRONMENTAL HEALTH SPECIALIST, REHS DATE:

DRINKING WATER 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 _____, 202____.

IBUYIDAHO LLC, A IDAHO LIMITED LIABILITY COMPANY

_____
OSWALD M. ECHEVARRIA, MANAGER

IRRIGATION WATER RIGHTS STATEMENT

WATER RIGHTS AND ASSESSMENT OBLIGATIONS ARE NOT APPURTENANT TO THE LANDS INCLUDED WITHIN THIS PLAT. LOTS WITHIN THIS SUBDIVISION WILL NOT RECEIVE A WATER RIGHT.

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, DAVID D. ROMRELL PLS 12223

ATTACHED HOMES NOTIFICATION

LOTS 1-16 BLOCK 1, ARE PLATTED FOR USE BY ATTACHED SINGLE-UNIT DWELLINGS AS PERMITTED BY THE COMPREHENSIVE ZONING ORDINANCE. OTHER RESIDENTIAL USE TYPES SHALL BE REQUIRED TO MEET THE STANDARDS OF THE COMPREHENSIVE ZONING ORDINANCE, AS IT IS AMENDED FROM TIME TO TIME.

BASIS OF BEARING

ALL MEASURED BEARINGS SHOWN HEREON RELATE 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, 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.

BOUNDARY DESCRIPTION

A PARCEL OF LAND THAT LIES FULLY WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7 AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN. SUBJECT PARCEL CONTAINS 1.033 ACRES OF LAND AS DESCRIBED IN THE DEED OF DISTRIBUTION AS FOUND IN THE BONNEVILLE COUNTY RECORDER'S OFFICE AS INSTRUMENT NO. 1238728. BASIS OF BEARING FOR SUBJECT PARCEL IS S 87° 33' 03" W 2562.57 FEET, AS MEASURED, BETWEEN THE FOUND BRASS CAPS MARKING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT A SET ⅝" IRON ROD AND CAP MARKING A POINT ON THE NORTH LINE OF THE EXCEPTING PARCEL OF TRACT 2 OF THE DEED OF DISTRIBUTION AS FOUND IN THE BONNEVILLE COUNTY RECORDER'S OFFICE AS INSTRUMENT NO. 1238728, SAID REBAR LIES 203.60 FEET S 87° 33' 03" W ALONG THE SECTION LINE AND 2.50 FEET N 00° 28' 19" E FROM THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN;

RUNNING THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF ANDERSON STREET THE FOLLOWING (2) TWO COURSES: (1) S 79° 32' 32" W 185.00 FEET TO A SET ⅝" IRON ROD AND CAP AND TO A POINT OF CURVATURE,

(2) WESTERLY 39.70 FEET ALONG THE ARC OF A 684.29 FOOT RADIUS CURVE THE RIGHT THROUGH A DELTA ANGLE OF 03° 19' 26" (NOTE: CHORD BEARS S 81° 12' 30" W 39.70 FEET) TO THE SOUTHEAST CORNER OF THE GREEN GABLE ESTATES SUBDIVISION AS FOUND IN SAID RECORDER'S OFFICE AS INSTRUMENT NO. 1086765 MARKED BY A FOUND ½" IRON ROD MARKED PLS 827, SAID IRON ROD TO BE REPLACED WITH A SET ⅝" IRON ROD AND CAP;

THENCE ALONG THE EASTERLY BOUNDARY LINES OF SAID GREEN GABLE ESTATES THE FOLLOWING (3) THREE COURSES: (1) N 02° 04' 39" W 27.90 FEET (N 02° 30' 12" W 27.61 FEET BY RECORD) TO FOUND ⅝" IRON ROD MARKED PLS 8795,

(2) N 01° 07' 39" W 204.38 FEET (N 01° 15' 28" W 204.60 FEET BY RECORD) TO A FOUND ½" REBAR AND CAP MARKED "PLS 827", REPLACED WITH A ⅝" IRON ROD AND CAP,

(3) S 86° 51' 10" E 202.99 FEET ALONG THE SOUTHERLY LINE OF THE BERKSHIRE APARTMENTS DIVISION NO. 1 AS FOUND IN THE SAID RECORDER'S OFFICE AS INSTRUMENT NO. 1303229 TO A FOUND ½" REBAR AND CAP MARKED "PLS 827" REPLACED WITH A ⅝" IRON ROD AND CAP,

THENCE S 00° 26' 31" W 60.00 FEET COINCIDENT WITH A LINE BETWEEN THE SAID FOUND IRON ROD AND THE NORTHWESTERLY CORNER OF TRACT 2 OF SAID DEED OF DISTRIBUTION TO A SET ⅝" IRON ROD AND CAP;

THENCE ALONG THE BOUNDARY LINE OF SAID DEED OF DISTRIBUTION N 87° 33' 03" E 25.00 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION 7 (N 87° 00' 00" E BY RECORD) TO A SET ⅝" IRON ROD AND CAP,

THENCE ALONG THE EASTERLY LINE OF THE WEST HALF OF SAID TRACT 2 S 00° 28' 19" W 122.50 FEET PARALLEL TO EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 (S 00° 20' 00" W 125.00 FEET BY RECORD) TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 44,977 SQUARE FEET OR 1.033 ACRES OF LAND.

TREASURER'S CERTIFICATE

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF BONNEVILLE, STATE OF IDAHO, PURSUANT TO THE REQUIREMENTS OF I.C. §50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN HEREON ARE CURRENT.

DATE:_____ _____
BONNEVILLE COUNTY TREASURER

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED IBUYIDAHO LLC, A IDAHO 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 ANDERSON TOWNHOMES DIVISION NO. 1, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

BE IT FURTHER KNOWN, THAT OWNER DOES HEREBY DEDICATE GRANT AND CONVEY TO THE PUBLIC, ALL STREETS AND RIGHT-OF-WAYS SHOWN HEREON, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS ALL PUBLIC EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC EASEMENTS AS SHOWN AND DESCRIBED HEREON.

OWNER DOES HEREBY GRANT AND CONVEY TO LOTS 1-16 OF BLOCK 1 AND THE OWNER OF THE PROPERTY ADJOINING TO THE NORTH EQUALLY, A PRIVATE CROSS-ACCESS EASEMENT AS SHOWN AND DESCRIBED HEREON AND LABELED AS CAE, 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 OWNERS OF SAID LOTS AND ADJOINER TO THE NORTH HEREAFTER REFERRED TO AS, BENEFITED CAE HOLDERS, THEIR LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED CAE HOLDERS AND SAID BENEFITED CAE HOLDERS' TENANTS, 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 CAE.

OWNER DOES HEREBY GRANT AND CONVEY TO LOTS 1-16 OF BLOCK 1 SHOWN HEREON EQUALLY A PRIVATE PEDESTRIAN ACCESS EASEMENT AS SHOWN ON THE ACCOMPANYING DRAWING, AND LABELED P.A.E. AND A PRIVATE PARKING EASEMENT AS SHOWN ON THE ACCOMPANYING DRAWING AND LABELED P.P.E., THE SAID PRIVATE PEDESTRIAN ACCESS EASEMENT AND PRIVATE PARKING EASEMENT IS GRANTED BY THE MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. OWNER DOES HEREBY GRANT, BARGAIN, AND CONVEY TO THE BENEFITED LOT OWNERS, HEREINAFTER REFERRED TO AS: BENEFITED P.A.E. AND P.P.E. HOLDERS, THEIR LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED P.A.E. AND P.P.E. HOLDERS AND SAID BENEFITED P.A.E. AND P.P.E. HOLDERS' TENANTS, SERVANTS, INVITEES, LICENSEES, TO USE THE PRIVATE PEDESTRIAN ACCESS EASEMENT AND PRIVATE PARKING EASEMENT DESCRIBED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR PRIVATE PEDESTRIAN ACCESS EASEMENT AND PRIVATE PARKING EASEMENT. THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS FOREVER A NON-EXCLUSIVE IRREVOCABLE EASEMENT FOR THE RIGHT-OF-WAY FOR EMERGENCY RESPONDERS, OVER, ACROSS AND ON THE ENTIRETY OF LOT 17. BLOCK 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 CAE 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 EASEMENT 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 EASEMENT 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, AS THE CASE MAY BE, AGAINST SAID OWNER AND ITS HEIRS, SUCCESSORS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS _____DAY OF _____, 202____.

IBUYIDAHO LLC, A IDAHO LIMITED LIABILITY COMPANY

_____
OSWALD M. ECHEVARRIA, MANAGER

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

ON THIS _____DAY OF _____, 20___, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED OSWALD M. ECHEVARRIA,, KNOWN OR IDENTIFIED TO ME, TO BE A MANAGER OF THE LIMITED LIABILITY COMPANY OF IBUYIDAHO LLC, AND THE PERSON WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE 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: _____

APEX Engineering, Inc.
661 N. Main St., Spanish Fork, UT
8660
801-796-2277

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PROFESSIONAL LAND SURVEYOR
LICENSED
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SPENCER MCCUTCHEON

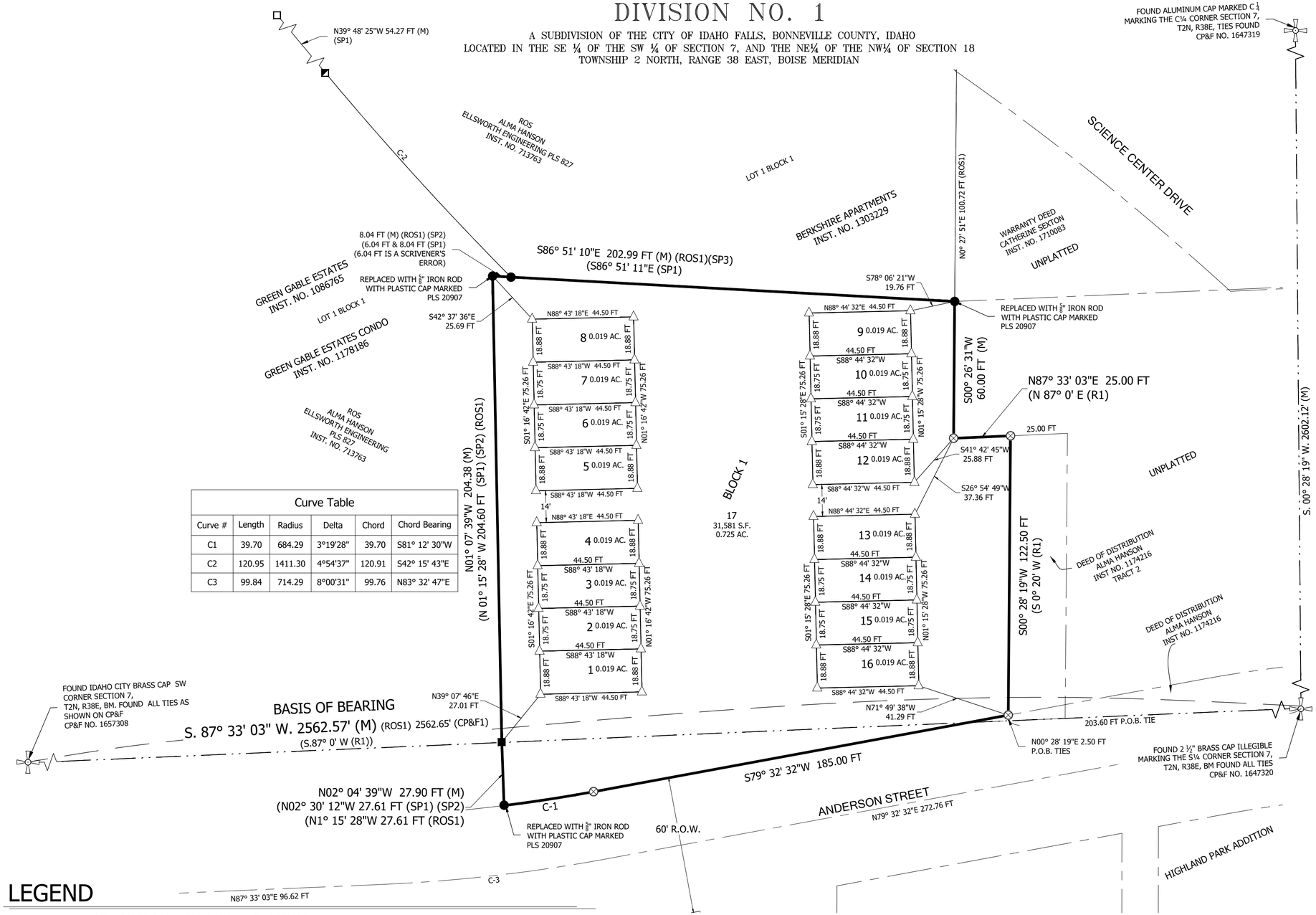
ANDERSON TOWNHOMES DIVISION NO 1
A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE SE ¼ OF THE SW ¼ OF SECTION 7, AND THE NE¼ OF THE NW¼ OF SECTION 18
TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

DATE: 08-18-23
LOCATION: IDAHO FALLS, IDAHO
FOR: CONNECT ENGINEERING

DRAWING:
1 OF 3

ANDERSON TOWNHOMES
DIVISION NO. 1

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE SE ¼ OF THE SW ¼ OF SECTION 7, AND THE NE¼ OF THE NW¼ OF SECTION 18
TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN



Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	39.70	684.29	3°19'28"	39.70	S81° 12' 30"W
C2	120.95	1411.30	4°54'37"	120.91	S42° 15' 43"E
C3	99.84	714.29	8°00'31"	99.76	N83° 32' 47"E

LEGEND

⊗	SET ⅝" IRON ROD AND CAP MARKED "PLS 20907"	■	FOUND ⅝" IRON ROD AND CAP MARKED PLS 8795
△	SET ½" IRON ROD AND CAP MARKED "PLS 20907" TO BE SET ACCORDING TO THE REQUIREMENTS OF I.C. §50-1303 (SEE INTERIOR MONUMENT CERTIFICATE)	(****)	SEE BONNEVILLE COUNTY REFERENCE
	FOUND GOVERNMENT P.L.S.S. MONUMENT	(INST)	INSTRUMENT
	BOUNDARY LINE	(CP&F)	CORNER RECORD AND FILING RECORD
	ADJOINING DEED LINES	(NO.)	NUMBER
	TIE LINES	(P.O.B.)	POINT OF BEGINNING
	LOT LINES	(P.U.E.)	PUBLIC UTILITY EASEMENT
	SECTION LINE	(C.A.E.)	CROSS ACCESS EASEMENT
	STREET CENTERLINE	(FT)	FEET
●	FOUND ½" IRON ROD MARKED PLS 827	(AC)	ACRE
□	FOUND ½" IRON ROD NO CAP	(M)	MEASURED
◪	FOUND ⅝" IRON ROD AND CAP MARKED PLS 722		

INTERIOR MONUMENT COMPLETION CERTIFICATE

PURSUANT TO THE REQUIREMENTS OF I.C. §50-1331, I.C. §50-1332, AND I.C. §50-1333, I SPENCER MCCUTCHEON CERTIFY THAT THE INTERIOR MONUMENTS SHALL BE SET IN ACCORDANCE WITH THE REQUIREMENTS OF I.C. §50-1303 WITHIN ONE CALENDAR YEAR OF THE RECORDING DATE OF THIS PLAT.

REFERENCES BONNEVILLE COUNTY IDAHO

SP1 - GREEN GABLE ESTATES CONDO - ROBERT JON MEIKLE PLS NO. 8795 - INST. NO. 1178186
SP2 - GREEN GABLE ESTATES - ROBERT JON MEIKLE PLS NO. 8795 - INST. #1086765
SP3 - BERKSHIRE APARTMENTS DIVISION NO. 1 - DAVID BENTON PLS NO. 722 - INST. NO. 1303229
ROS1 - ALMA HANSON - GARTH R. CUNNINGHAM PLS NO. 827 - INST. NO. 0713763
CP&F1 - CORNER PERPETUATION AND FILING RECORD KENT B HARPER PLS 973 - INST. NO. 0502151
R1 - DEED OF DISTRIBUTION - ALMA HANSON - INST. NO. 1174216

NORTH SCALE: 1" = 30'

0 30 60 90

APEX Engineering, Inc.
661 N. Main St., Spanish Fork, UT
8660
801-796-2277

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PROFESSIONAL LAND SURVEYOR
LICENSED
SPENCER MCCUTCHEON
20907
9-6-2023
STATE OF IDAHO

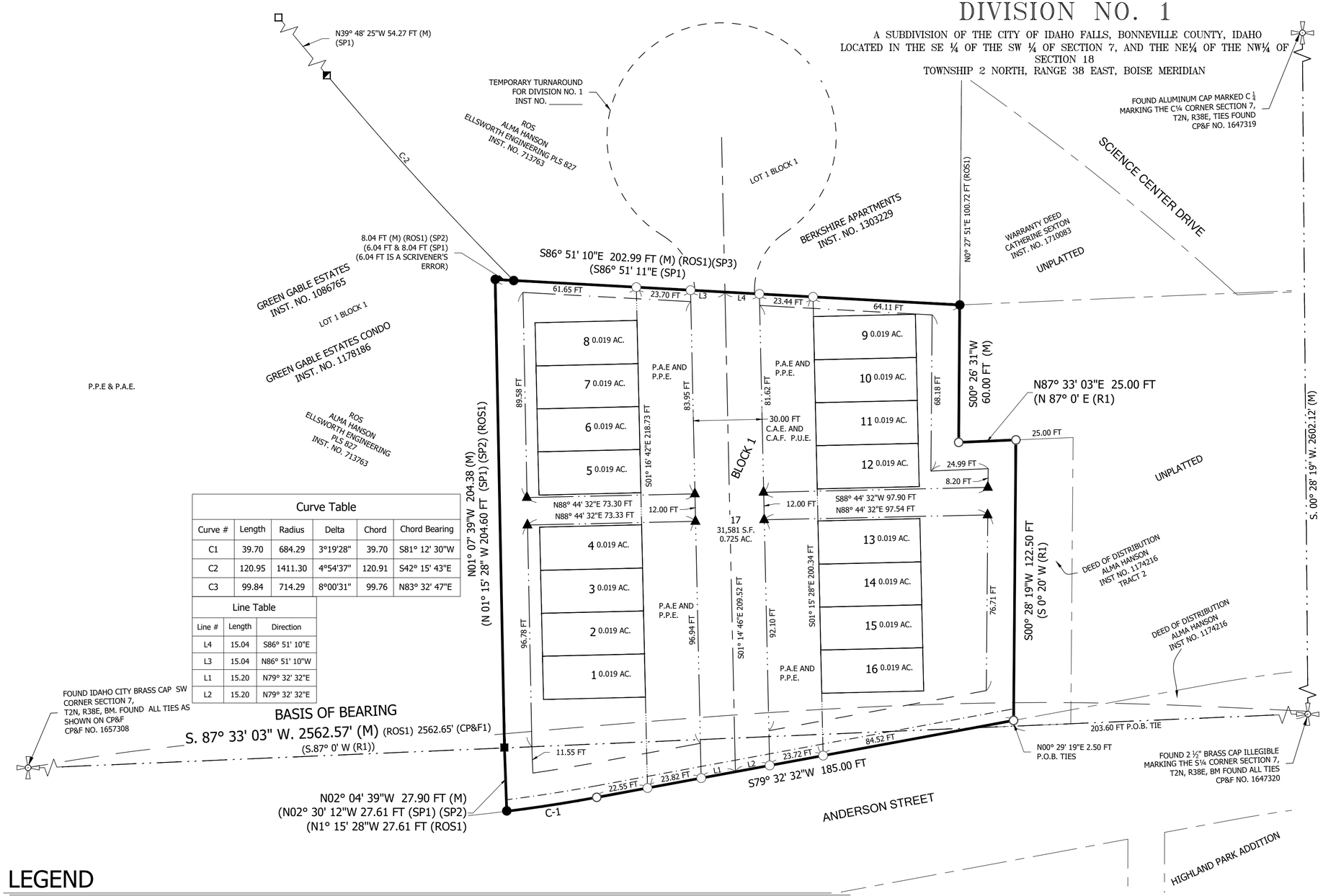
ANDERSON TOWNHOMES DIVISION NO 1
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TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

DATE: 08-18-23
LOCATION: IDAHO FALLS, IDAHO
FOR: CONNECT ENGINEERING

DRAWING: 2 OF 3

ANDERSON TOWNHOMES
DIVISION NO. 1

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE SE ¼ OF THE SW ¼ OF SECTION 7, AND THE NE¼ OF THE NW¼ OF SECTION 18
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Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	39.70	684.29	3°19'28"	39.70	S81° 12' 30"W
C2	120.95	1411.30	4°54'37"	120.91	S42° 15' 43"E
C3	99.84	714.29	8°00'31"	99.76	N83° 32' 47"E

Line Table		
Line #	Length	Direction
L4	15.04	S86° 51' 10"E
L3	15.04	N86° 51' 10"W
L1	15.20	N79° 32' 32"E
L2	15.20	N79° 32' 32"E

LEGEND

○	SET ⅝" IRON ROD AND CAP MARKED "PLS 20907"
▲	SET ½" IRON ROD AND CAP MARKED "ESMT PLS 20907" TO BE SET ACCORDING TO THE REQUIREMENTS OF I.C. §50-1303 (SEE INTERIOR MONUMENT CERTIFICATE)
○	SET ½" IRON ROD AND CAP MARKED "ESMT PLS 20907"
	FOUND GOVERNMENT P.L.S.S. MONUMENT
———	BOUNDARY LINE
— — —	ADJOINING DEED LINES
———	TIE LINES
———	LOT LINES
— · —	SECTION LINE
— — —	15' STREET FRONTAGE PUBLIC UTILITY EASEMENT (P.U.E.)
———	CROSS ACCESS EASEMENT (C.A.E.) & PUBLIC UTILITY EASEMENT (P.U.E.)
— · — · —	5' PUBLIC UTILITY EASEMENT (P.U.E.)
———	12' PUBLIC UTILITY EASEMENT (P.U.E.)
— — — —	TEMPORARY TURN AROUND EASEMENT
— · — · —	5' PUBLIC SIDEWALK AND PUBLIC UTILITY EASEMENT (P.U.E.)
— — —	CENTERLINE OF CROSS ACCESS EASEMENT (C.A.E.) & PUBLIC UTILITY EASEMENT (P.U.E.)
———	PRIVATE PEDESTRIAN ACCESS EASEMENT (P.A.E.) AND PRIVATE PARKING EASEMENT (P.P.E.)
●	FOUND ½" REBAR MARKED PLS 827
□	FOUND ½" IRON ROD NO CAP
◪	FOUND ⅝" IRON ROD AND CAP MARKED PLS 722
■	FOUND ⅝" IRON ROD AND CAP MARKED PLS 8795
(****)	SEE BONNEVILLE COUNTY REFERENCE
(INST)	INSTRUMENT
(CP&F)	CORNER RECORD AND FILING RECORD
(NO.)	NUMBER
(P.O.B.)	POINT OF BEGINNING
(P.U.E.)	PUBLIC UTILITY EASEMENT
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(FT)	FEET (M) MEASURED
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INTERIOR MONUMENT COMPLETION CERTIFICATE

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NORTH

SCALE: 1" = 30'

0 30 60 90

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PROFESSIONAL LAND SURVEYOR
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LOCATED IN THE SE ¼ OF THE SW ¼ OF SECTION 7, AND THE NE¼ OF THE NW¼ OF SECTION 18
TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

DATE: 08-18-23
LOCATION: IDAHO FALLS, IDAHO
FOR: CONNECT ENGINEERING
DRAWING: 3 OF 3

STAFF REPORT

FINAL PLAT
ANDERSON TOWNHOMES DIVISION NO. 1
September 14, 2023

IDAHO FALLS
Community Development Services

Applicant: Connect Engineering

Project Manager: David Peterson

Location: North of W Anderson St, east of A.H. Bush Elementary School, south of Science Center Dr, west of N Boulevard.

Size: 1.023 acres

Lots:
Buildable: 16
Common: 1

Existing Zoning:
Site: R3A
North: R3A
South: TN
East: R3A
West: R3A

Existing Land Uses:
Site: Residential
North: Vacant
South: Residential
East: Residential
West: Residential

Future Land Use Map:
Urban Core

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 Anderson Townhomes Division NO. 1 by the Mayor and City Council.

History: This property was annexed in May 1979 and is currently zoned R3A, Residential Mixed Use. A PUD (Planned Unit Development) was approved on April 27, 2023.

Staff Comments: The final plat was applied for on May 30, 2023 and consists of approximately 1.023 acres. There are 16 buildable lots and 1 common lot. The development will be accessed from W Anderson St, a local street.

The lots match the previously approved PUD, which requires at least 25% of the development to be landscaped, with an enhanced landscape buffer along W Anderson St. The PUD granted a variance for the minimum lot size, frontage and setbacks requirements for the buildable lots allowing the lot to match the footprint of a townhome unit.

A temporary turnaround will be constructed to City standards to accommodate utility and emergency vehicles and storm water will be stored on site. The development is consistent with the R3A Zone and the Urban Core transect of the Comprehensive Plan.

Staff Recommendation: Staff has reviewed the final plat and finds that it complies with the Subdivision and Comprehensive Zoning Ordinances and recommends approval of the final plat for Anderson Townhomes Division NO. 1.

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.	PUD granted variance
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the 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.	N/A
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.	N/A
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	W Anderson St - Local

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:
11-3-3: PURPOSE OF RESIDENTIAL ZONES
(G) R3A Residential Mixed Use Zone. To provide for a mix of uses in which the primary use of the land is for residential purposes, but in which office buildings and certain other uses of a semi-commercial nature may be located. Characteristic of this Zone is a great amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R3 Residential Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R3A Zone is essentially residential in character. Therefore, all uses must be developed and maintained in harmony with residential uses. This zone should be located along major streets such as arterials and collectors.

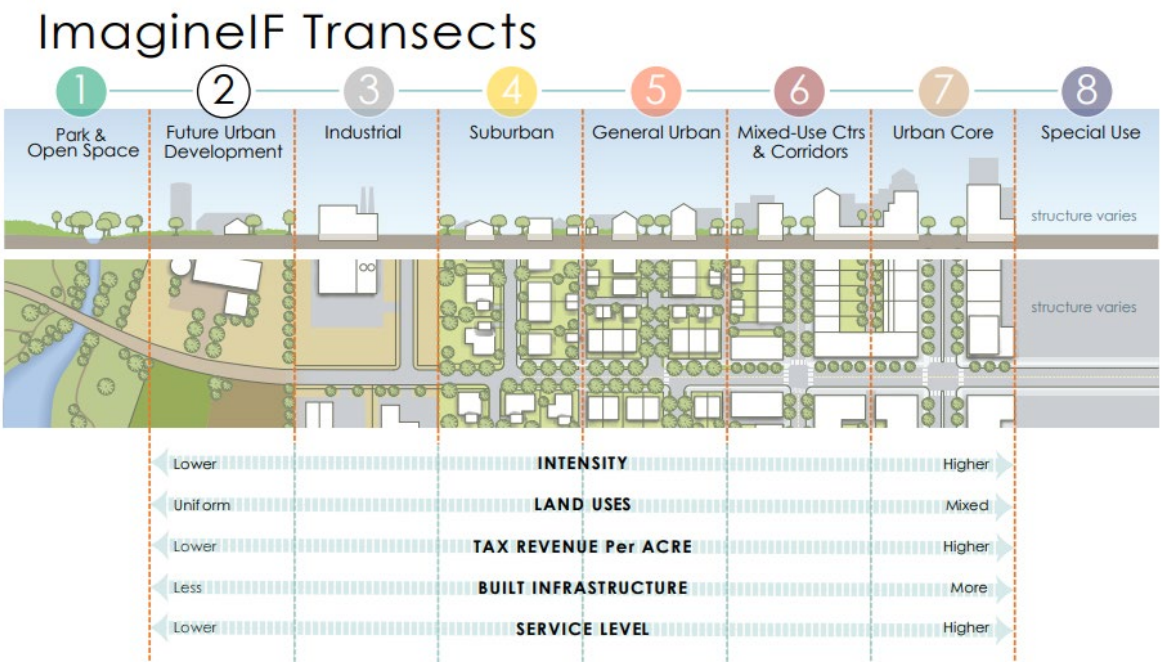
11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.

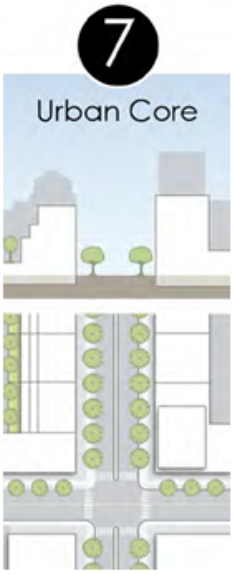
Table 11-3-1: Dimensional Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in gross units/acre	1	4	6	17	15	35	35	35
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18) (Ord. 3310, 6-18-20) (Ord. 3452, 3-31-22) (Ord. 3496, 12-8-22)

Comprehensive Plan:





7. **Urban Core**

Snapshot: The Urban Core Transect denotes the central area which functions as the City core and areas within or in close proximity to Downtown and South Downtown. The Urban Core also includes legacy residential subdivisions platted in a traditional grid pattern. These subdivisions tend to be characterized by taller structures, mixed-use buildings, pedestrian-oriented movement of people, commercial and entertainment enterprises. All housing types, civic buildings, town squares and transit stations are typical, but vary between neighborhoods.

Local examples: Downtown, Original Townsite, Highland Park Addition, Crows Addition, Brodbecks Addition, Riverside Addition

July 11 2023 7:00 p.m. Planning Department

Civic Center

MEMBERS PRESENT: Commissioners Margaret Wimborne, Arnold Cantu, Dale Storer, Forrest Ihler, Bill Scott, Kristi Brower.

MEMBERS ABSENT: Scott Geddes, Glen Ogden, Marsha McDaniel

ALSO PRESENT: Assistant Planning Director Kerri Beutler, Planners Naysha Foster, David Peterson, Brian Stevens and interested citizens.

CALL TO ORDER: Margaret Wimborne called the meeting to order at 7:00 p.m. Wimborne introduced the new Director of Community Development Services, Wade Sanner, and asked Sanner to take a minute to introduce himself.

Wade Sanner introduced himself. Sanner moved to Idaho Falls from Sheridan, Wyoming. Sanner worked in various places across the County and is originally from Kansas. Sanner is grateful to be here and thanked the Commission for their service to the City.

MINUTES: Scott moved to accept the minutes of June 6, 2023, Ihler seconded the motion. The motion passed unanimously.

Business:

5. PLAT 23-017: FINAL PLAT. MK Simpson Center Division No. 3.

Applicant: Jeff Freiberg, 946 Oxbowe, Idaho Falls, Idaho. Freiberg stated that this is MKS 3, MKS 1 to the south, and MKS 2 is to the east. This is a one lot subdivision. They have concurred with the staff's recommendations and will take part in the construction on W 33rd North.

Peterson presented the staff report, a part of the record.

Ihler moved to recommend to the Mayor and City Council approval of the Final Plat for MK Simpson Center Division No. 3, Cantu seconded the motion. Wimborne called for roll call vote: Cantu, yes; Storer, yes; Wimborne, yes; Ihler, yes; Scott, yes; Brower, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT OF VIRLOW VILLAGE DIVISION 1 GENERALLY LOCATED NORTH OF W ANDERSON ST, EAST OF A. H. BUSH ELEMENTARY SCHOOL, SOUTH OF SCIENCE CENTER DR, WEST OF N BOULEVARD.

WHEREAS, the applicant filed an application for a final plat on May 30, 2023; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on July 11, 2023; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on September 14, 2023; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls 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 approximately 1.337 acres located generally north of W Anderson St, east of A.H. Bush Elementary School, south of Science Center Dr, and west of N Boulevard.
3. The property is currently zoned R3A, Residential Mixed Use.
4. The final plat includes 16 buildable lots and 1 common lot.
5. The final plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. The final plat is consistent with the principles of the City's Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2023

_____

Rebecca L. Noah Casper-Mayor

DEVELOPMENT AGREEMENT
ANDERSON TOWNHOMES DIVISION NO. 1

This DEVELOPMENT AGREEMENT ANDERSON TOWNHOMES DIVISION NO. 1 ("AGREEMENT"), made this _____day of _____, 2023, 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 ATLAS BUILDERS, INC. ("DEVELOPER"), whose mailing address is 3772 Golden Lane, Idaho Falls, Idaho 83401.

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. Certification of No Chinese Ownership. Pursuant to Idaho Code 67-2359, DEVELOPER certifies that DEVELOPER is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this AGREEMENT, be owned or operated by the government of the People's Republic China.

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

_____
Corrin Wilde, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

ATLAS BUILDERS, INC.

By _____
Aaron O'Connor, Manager

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____day of _____, 2023, 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 5TH day of SEPTEMBER, 2023, before me, the undersigned, a notary public, in and for said State, personally appeared Aaron O'Connor, known or identified to me to be an authorized signator of Atlas Builders, Inc., 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 corporation.

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

ROSALIE ERICSSON
COMMISSION NO. 20232929
NOTARY PUBLIC
(Seal) STATE OF IDAHO
MY COMMISSION EXPIRES 7/13/2029

Rosalie Ericsson
Notary Public of Idaho
Residing at: Jefferson County
My Commission Expires: 7/13/2029

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION

ANDERSON TOWNHOMES DIVISION NO. 1

A PARCEL OF LAND THAT LIES FULLY WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7 AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN. SUBJECT PARCEL CONTAINS 1.033 ACRES OF LAND AS DESCRIBED IN THE DEED OF DISTRIBUTION AS FOUND IN THE BONNEVILLE COUNTY RECORDER'S OFFICE AS INSTRUMENT NO. 1238728. BASIS OF BEARING FOR SUBJECT PARCEL IS S 87° 33' 03" W 2562.57 FEET, AS MEASURED, BETWEEN THE FOUND BRASS CAPS MARKING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT A SET 5/8" IRON ROD AND CAP MARKING A POINT ON THE NORTH LINE OF THE EXCEPTING PARCEL OF TRACT 2 OF THE DEED OF DISTRIBUTION AS FOUND IN THE BONNEVILLE COUNTY RECORDER'S OFFICE AS INSTRUMENT NO. 1238728, SAID REBAR LIES 203.60 FEET S 87° 33' 03" W ALONG THE SECTION LINE AND 2.50 FEET N 00° 28' 19" E FROM THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN;

RUNNING THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF ANDERSON STREET THE FOLLOWING (2) TWO COURSES: (1) S 79° 32' 32" W 185.00 FEET TO A SET 5/8" IRON ROD AND CAP AND TO A POINT OF CURVATURE,

(2) WESTERLY 39.70 FEET ALONG THE ARC OF A 684.29 FOOT RADIUS CURVE THE RIGHT THROUGH A DELTA ANGLE OF 03° 19' 26" (NOTE: CHORD BEARS S 81° 12' 30" W 39.70 FEET) TO THE SOUTHEAST CORNER OF THE GREEN GABLE ESTATES SUBDIVISION AS FOUND IN SAID RECORDER'S OFFICE AS INSTRUMENT NO. 1086765 MARKED BY A FOUND 1/2" IRON ROD MARKED PLS 827, SAID IRON ROD TO BE REPLACED WITH A SET 5/8" IRON ROD AND CAP;

THENCE ALONG THE EASTERLY BOUNDARY LINES OF SAID GREEN GABLE ESTATES THE FOLLOWING (3) THREE COURSES: (1) N 02° 04' 39" W 27.90 FEET (N 02° 30' 12" W 27.61 FEET BY RECORD) TO FOUND 5/8" IRON ROD MARKED PLS 8795,

(2) N 01° 07' 39" W 204.38 FEET (N 01° 15' 28" W 204.60 FEET BY RECORD) TO A FOUND ½" REBAR AND CAP MARKED "PLS 827", REPLACED WITH A 5/8" IRON ROD AND CAP,

(3) S 86° 51' 10" E 202.99 FEET ALONG THE SOUTHERLY LINE OF THE BERKSHIRE APARTMENTS DIVISION NO. 1 AS FOUND IN THE SAID RECORDER'S OFFICE AS INSTRUMENT NO. 1303229 TO A FOUND ½" REBAR AND CAP MARKED "PLS 827" REPLACED WITH A 5/8" IRON ROD AND CAP,

THENCE S 00° 26' 31" W 60.00 FEET COINCIDENT WITH A LINE BETWEEN THE SAID FOUND IRON ROD AND THE NORTHWESTERLY CORNER OF TRACT 2 OF SAID DEED OF DISTRIBUTION TO A SET 5/8" IRON ROD AND CAP;

THENCE ALONG THE BOUNDARY LINE OF SAID DEED OF DISTRIBUTION N 87° 33' 03" E 25.00 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION 7 (N 87° 00' 00" E BY RECORD) TO A SET 5/8" IRON ROD AND CAP,

THENCE ALONG THE EASTERLY LINE OF THE WEST HALF OF SAID TRACT 2 S 00° 28' 19" W 122.50 FEET PARALLEL TO EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 (S 00° 20' 00" W 125.00 FEET BY RECORD) TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 44,977 SQUARE FEET OR 1.033 ACRES OF LAND.

EXHIBIT "B"
SPECIAL CONDITIONS

ANDERSON TOWNHOMES 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 Anderson Street. Access to Anderson Street 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.

S.C. 5.00 Water Line Connection in Anderson Street. CITY agrees to allow DEVELOPER to connect to the water main located in Anderson Street, subject to DEVELOPER's payment of the water main connection fees in the amount of Nine Thousand Eight Hundred Seventy-Seven Dollars and Fifty Cents ($9,877.50; 225 feet currently at $43.90 per foot), upon execution of this AGREEMENT, pursuant to Section 8-4-14 (C) of Idaho Falls City Code. Pursuant to section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER's heirs, successors, or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

Memorandum

File #: 23-249 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, August 24, 2023
DEPARTMENT: Municipal Services

Subject
Approval to Write-Off Unpaid Ambulance Service Accounts

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the write-off of unpaid ambulance service accounts for the calendar service dates of 2019, 2020, 2021 and 2022 determined as past statute or uncollectible for a total of $3,546,926.04 (or take other action deemed appropriate).

Description, Background Information & Purpose
The total request for write-off includes calendar years 2022 accounts for Medicare and Medicaid published rates reduced to the maximum allowable rates, with Medicare at $2,038,103.33 or 57% and Medicaid at $1,018,645.50 or 29% of the total write-off request of $3,546,926.04. The remaining $490,177.21 or 14% of the write-off request, includes contractual, collection agency, deceased, bankrupt and approved hardship accounts. The total request for write-off is $280,706.24 less than last fiscal year's request of $3,827,632.28. This is attributable to the combined efforts of the members of the city ambulance committee and the city's contracted collection agency, Professional Credit, to manage the ambulance collection processes more effectively.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The request to write-off the accounts supports the good governance community-oriented result. It is within the current City Service Delivery Account Write-Off Policy where: 1) no payment has been posted to the account within a four-five year period; 2) the City's contracted collections agency determines the account is uncollectible; 3) the account is in a name of a deceased person with no known estate; or 4) the Finance division or Department Director recommends an account write-off (in whole or part) because of hardship, collectability, payment schedule, difficulty of collection, or another business reason.

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

Fiscal Impact
The approval of the write-off request will provide accurate recording of the city's ambulance accounts receivable records.

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

Memorandum

File #: 23-250 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, August 25, 2023
DEPARTMENT: Municipal Services

Subject
Approval to Write-Off Unpaid Utility Service Accounts

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the write-off of $281,522.40 in unpaid utility service accounts which have been determined as uncollectible for the calendar years 2018-2022 (or take other action deemed appropriate).

Description, Background Information & Purpose
The recommended write-offs meet the terms of the City's Service Delivery Account Write-Off Policy. For the calendar year 2018, the write-offs represent a total of 562 accounts for a total of $229,078.27. Of this total, $223,264.05 has been reviewed with our utility collection agency, Interstate, which has determined that efforts to collect on these accounts have been exhausted and they are uncollectible. For the calendar years 2019-2022, a total of $52,444.13 has been identified as uncollectible due to approved bankruptcy of $29,153.06 and deceased accounts, with no known estate of $23,291.07. This year's write-off request is $74,297.41 less than last year's approved write-off request of $355,819.81.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The request to write-off the utility service accounts support the good governance community-oriented result and is within current city policy.

Interdepartmental Coordination
Idaho Falls Power and Public Works staff have reviewed and concurred with the write-off recommendation.

Fiscal Impact
The request to write-off unpaid utility service accounts will reduce the city's utility service accounts receivable to reflect accurate revenue collection estimates.

Legal Review

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

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IDAHO FALLS

City of Idaho Falls
Write Off Pre Process Report
Work Trxn No: 131244

Date From: All Date To: 12/31/2018 Debit: T Credit: F
Age: All Serv Type: All Wrt Off Lmt: 0 Max Amt: 0

Year	Non-Bypassed Accounts							
	Bankrupt		Interstate		Other		Total Accounts	Total Amount
	Accounts	Amount	Accounts	Amount	Accounts	Amount		
2018	13	4,949.75	542	223,264.05	7	864.47	562	**229,078.27**
Total	**13**	**4,949.75**	**542**	**223,264.05**	**7**	**864.47**	**562**	**229,078.27**

IDAHO FALLS

City of Idaho Falls
Annual Write Off Report

Date From: All Date To: All Debit: All Credit: All
Age: All Serv Type: All Wrt Off Lmt: 0 Max Amt: 0

Amount Due	Bankrupt	Deceased	Total
2019	9,723.25	5,692.47	**15,415.72**
2020	11,075.98	8,407.36	**19,483.34**
2021	6,150.17	5,338.23	**11,488.4**
2022	2,203.66	3,853.01	**6,056.67**
Total	**29,153.06**	**23,291.07**	**52,444.13**

Memorandum

File #: 23-252 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, August 25, 2023
DEPARTMENT: Municipal Services

Subject
Approval to Write-Off Unpaid Miscellaneous Revenue Accounts

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the write-off of $38,391.77 in unpaid miscellaneous revenue accounts which have been determined as uncollectible (or take other action deemed appropriate).

Description, Background Information & Purpose
The uncollectible accounts are for the calendar years 2017 - 2022 and meet the terms of the City Service Delivery Account Write-Off Policy where no payment has been posted to the account within a four-year/five-year period; the City's contracted collection agency determined the account is uncollectible; the account is in the name of a deceased person with no known estate; or the Finance division or Department Director recommends an account write-off (in whole or part) because of hardship, collectability, payment schedule, difficulty of collection or another business reason.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The request to write-off the miscellaneous revenue accounts supports the good governance community-oriented result and is within current policy.

Interdepartmental Coordination
All miscellaneous revenue accounts recommended for write-off have been reviewed with relevant departments.

Fiscal Impact
The requested write-off will reduce the City's miscellaneous revenue accounts receivable to reflect accurate revenue collection estimates.

Legal Review

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

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Memorandum

File #: 23-259 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, September 7, 2023
DEPARTMENT: Municipal Services

Subject
Quote 23-14, Restoring Civic Center Basement Dressing Rooms, and Restrooms

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the quote received from Alan Clark Construction for a total of $132,055.00 (or take other action deemed appropriate).

Description, Background Information & Purpose
This request is to restore the Civic Center basement dressing rooms and restrooms to their original function following the May 23, 2023, flood to the facility in time for the fall performance season, beginning in October. On August 23, 2023, an opportunity to submit a quote was emailed to a minimum of three local vendors. The quote document included an opportunity for interested vendors for an on-site review of the project on Tuesday, August 29, 2023. Quotes were due on Friday, September 1, 2023, by 4:00 pm. The city received only one quote from Alan Clark Construction.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The restoration of the basement dressing rooms and restrooms supports the reliable public infrastructure community-oriented result by restoring the Civic Center area for performances. operations.

Interdepartmental Coordination
This request has been reviewed with all necessary city departments.

Fiscal Impact
Funds to restore the basement dressing rooms and restrooms are available in the fiscal year 2022/23 Risk Management budget. On Friday, September 1, 2023, the city was notified in writing by an ICRMP claims representative that all flood damage invoices will be reviewed for reimbursement subject to the city's current insurance coverage and $25,000 flood

deductible.

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

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City of Idaho Falls

Municipal Services Department
Bid Tabulation

Project: Civic Center Restoration ***Number:*** Q23-14

Submitted: Municipal Services ***Date:*** August 6, 2023

Item Number	Reference Number	Description	Unit		Engineer's Estimate		Alan Clark Construction		Tobin Restoration		Advanced Cleaning		All American Cleaning	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Q23-14	Restoring the Idaho Falls Civic Center	1	N/A	N/A	N/A	Total	$132,055.00	Total	No Quote	Total	No Quote	Total	No Quote
		TOTAL						**$ 132,055.00**						

Memorandum

File #: 23-251 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, August 25, 2023
DEPARTMENT: Municipal Services

Subject
Public Hearing for Proposed Fees for Fiscal Year 2023/24

Council Action Desired
☐ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Conduct a public hearing for proposed fees for the 2023/24 fee schedule (or take other action deemed appropriate).

Description, Background Information & Purpose
Eleven Public Works proposed fees for the 2023/24 water division were inadvertently left off the proposed fee schedule for public hearing on Thursday, August 10, 2023. Pursuant to Idaho Code §50-1002, another 14-day advance notice of a public hearing was published in the Post Register on Wednesday, August 30, 2023 online and Friday, September 1, 2023 in print, pursuant to Idaho Code §60-106A, for this public hearing to be held on Thursday, September 14, 2023, at 7:30 pm in the City Council Chambers of the City Annex Building located at 680 Park Avenue, Idaho Falls, Idaho.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

Public hearings support the good governance community-oriented result by fostering innovative and sound fiscal management. Hearings enable participation, public trust, and transparency.

Interdepartmental Coordination
All City departments have participated in the 2023/24 fiscal year budget and fee setting process.

Fiscal Impact
Approval of the proposed 2023/24 fee resolution sets the maximum fees for the fiscal year, beginning October 1, 2023.

Legal Review
The City Attorney concurs that the Council action is within Idaho Code §50-1002.

CITY OF IDAHO FALLS - Fee Changes

NOTICE IS HEREBY GIVEN that the City of Idaho Falls proposes to impose the following new fees and fee increases greater than 5% of such fees collected. The additional fees are necessary to cover new services provided by City of Idaho Falls or for increased costs to services currently provided. Public comment on these proposed changes will be received at a public hearing on September 14, 2023, at City of Idaho Falls Council Chambers, in the City Annex Building, located at 680 Park Avenue, Idaho Falls, Idaho, at 7:30 pm.

Department / Division / Item Description	Effective October 1, 2022 Fee	Effective October 1, 2023 Proposed Fee	Unit of measurement
PUBLIC WORKS			
Water Division			
Monthly Base Metered Water Rates, per size of water meter:			
5/8” Meter	$ 28.50	$ 31.90	per month
3/4” Meter	$ 28.50	$ 31.90	per month
1” Meter	$ 28.50	$ 31.90	per month
1-1/4” Meter	$ 35.75	$ 40.05	per month
1-1/2” Meter	$ 47.55	$ 53.25	per month
2” Meter	$ 57.00	$ 63.85	per month
3” Meter	$ 66.40	$ 74.35	per month
4” Meter	$ 94.85	$ 106.25	per month
6” Meter	$ 180.70	$ 202.40	per month
8” Meter	$ 284.90	$ 319.10	per month
Monthly Metered Water Volumetric Rate	$ 0.71	$ 0.80	per month, per each 1,000 gallons used

Memorandum

File #: 23-253 **City Council Meeting**

FROM: Michael Kirkham, Assistant City Attorney
DATE: Friday, August 25, 2023
DEPARTMENT: City Attorney

Subject
Noise Ordinance

Council Action Desired
☒ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Ordinance amending Title 5, Chapter 5 by adding Section 9 prohibiting nuisance noises to regulate the time, place, and manner of noise generated by a variety of activities and establishing penalties for violations, under a suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the ordinance on the first reading, reject the ordinance, or take other action deemed appropriate).

Description, Background Information & Purpose
Noise control responds to the danger posed by noise to the health and welfare of the City's citizens. The City does not currently regulate noise. The draft ordinance would prohibit loud, repetitive, or high-pitched noises as a nuisance noise. The draft ordinance would also limit noise created by music, manufacturing, fireworks, and construction in residential areas during late night and early morning hours. The draft ordinance also prohibits excessive noise created by motor vehicles and motor vehicle systems that have been modified to produce sound.

The draft ordinance specifies certain exemptions, such as emergency responders, lawful parades, permitted special events, snow removal, and construction outside of residential areas that is exempt from the noise ordinance. The draft ordinance also includes a process to receive a night construction residential area noise permit to allow noise to be created during the late night and early morning hours in residential areas when meeting certain conditions.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☒ ☐ ☐ ☐

The ordinance promotes good governance and reflects community values of preserving peace and quiet of the City's residential areas while balancing other community interests.

Interdepartmental Coordination
Public Works Department, Police Department

Fiscal Impact
N/A

Legal Review
Legal Department drafted the draft ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 5, CHAPTER 4 BY ADDING SECTION 9 PROHIBITING NUISANCE NOISES TO REGULATE THE TIME, PLACE, AND MANNER OF NOISE GENERATED BY A VARIETY OF ACTIVITIES; ESTABLISHING PENALTIES FOR VIOLATIONS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City is an attractive destination for both visitors and inhabitants; and

WHEREAS, part of what makes the City particularly attractive is the beauty, peace, and quiet of its environs; and

WHEREAS, the Council wishes to encourage the peaceable enjoyment of the City, its amenities, neighborhoods, and open spaces; and

WHEREAS, in order to facilitate the wide variety of activities within the City, while promoting mutual respect, the City wishes to establish general noise regulations; and

WHEREAS, such regulations balance fairly the sometimes competing activities within City limits and establish expectations regarding the amount and timing of noise expected by the community during certain hours and within certain areas within City limits; and

WHEREAS, these regulations reflect community standards and are an exercise of health, safety, and welfare police powers granted to the City by the Idaho Constitution, the Idaho Code, and the City's charter; and

WHEREAS, the Council hereby declares certain noise to be a general public nuisance as set out in this Ordinance; and

WHEREAS, the Council also amends the current construction hours to be consistent with the Code language adding for nuisance noises.

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

SECTION 1. Title 5, Chapter 4, Section 9, of the City Code of the City of Idaho Falls, Idaho, is hereby added as follows:

5-4-9 NUISANCE NOISE.

A. PURPOSE. Plainly audible noise or sound which due to its volume, its duration, or its location disturbs, injures or endangers the comfort, repose, health, peace, or safety of persons who are not voluntary listeners, is hereby declared to disturb the peace and to be

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excessive and harmful to the welfare of the occupants in the City and; therefore, a public nuisance.

B. DEFINITIONS.

Construction. Any site preparation, assembly, erection, repair, alteration, or similar action, including demolition of buildings or structures.

Demolition. Any dismantling, destruction, or removal of buildings, structures, or roadways.

Emergency Work and Public Works Activities. Any work or action necessary to deliver essential public services including, but not limited to, constructing or repairing water, gas, electricity, broadband fiber, telephone, sewer facilities, or transportation facilities, removing fallen trees on public rights-of-way, sanitation, plowing snow, tree trimming and removal, dredging navigational waterways, or abating life-threatening conditions.

Plainly Audible. Any unusual or amplified sound that can be detected by a person using unaided hearing faculties from a distance of fifty feet (50') from the source that is emitting the sound. For example, if a sound source is a portable or personal vehicular sound amplification or reproduction device, the rhythmic bass component of the music is sufficient to be considered plainly audible even if the title of music, words, or artist is not distinct or identifiable. If the source of the sound is not readily determinable, the property line along the parcel of real property from which the sound is emitted shall be deemed as the source of the sound.

Vehicle. As used in this Section, "vehicle" shall have the same meaning as under Chapter 1, Title 49 of the Idaho Code.

C. NOISE PROHIBITED.

1. Nuisance Noise. No person shall make, continue, cause to be made or allow to be made any loud, repetitive, or high-pitched noise(s) or amplified or reproduced sound, including recorded music, that is plainly audible at a distance of fifty (50') feet from the source of the sound.

2. Nighttime Music Noise. No person shall make, continue, or cause to be made a plainly audible noise or sound by playing, amplifying, or performing music between the hours of 12:00 am and 8:00 am, including, but not limited to, live bands; music ensembles; radios, music or audio players, smartphones, or similar sound emitting device; and parked vehicles.

3. Manufacturing Noise. No person shall conduct, perform, or continue a manufacturing process that creates plainly audible noise or sound between the hours of 12:00 a.m. and 5:30 a.m. except when the source of the noise or sound is in an area zoned for Industrial or Manufacturing uses under this Code.

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4. Firework Noise No person shall create or cause plainly audible sound or noise caused by or created by a firework. This section shall not be deemed to regulate any aspect of firework sales, possession, or use beyond the sounds created by fireworks.

    a. Exception: Plainly audible noise or sound caused by or created by a firework during (i) the celebratory hours of 10:00 p.m. to midnight on December 31st; 12:00 am to 1:30 am on January 1st, and (ii) 8:00 p.m. and midnight on July 3rd through July 5th; or (iii) during an event for which a firework display permit was issued pursuant to the requirements of this Code.

5. Excessive Vehicle Noise. No person shall use, operate, or permit to be used, attached, installed, or operated from a vehicle glass packed mufflers, loud tailpipes, and similar amplified or unamplified sound emitting devices, modification, or apparatuses in or on a motor vehicle that is plainly audible noise.

6. Construction Noise in Residential Areas: No person shall create, continue, or cause any plainly audible noise within an area that is zoned residential that is created by construction activities, between the hours of 12:00 am to 5:30 am.

D. EXCEPTIONS: It shall be a defense to prosecution under this Section that the person cited for violation was engaged in any of the following:

1. Emergency and Public Interest. A governmental agency or person acting within the course and scope of such governmental authority who was operating an emergency vehicle, engaged in Emergency Work and/or Public Works activities, including but not limited to repairs or construction in the interest of public health and/or traffic flow.

2. Lawful Parades and Special Events. Any person or vehicle engaged in a lawful parade or a City permitted special event involving sirens, exhaust, music, loudspeakers, and associated noises for the duration of the parade or the special event.

3. Snow Removal. Any person engaged in snow removal operations.

4. Construction Noise. Any plainly audible noise created by construction activities that occurs:

    a. Between the hours of 5:30 am to 12:00 am where the source of the sound is in an area zoned residential; or

    b. Any area that is zoned for industrial or manufacturing uses, or

    c. Where the construction activity has received a night construction noise permit from the Director of Public Works.

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E. NIGHT CONSTRUCTION RESIDENTIAL AREA NOISE PERMIT. The Director of the Public Works Department, or their designee, may issue a permit allowing night construction noise in a residential area to any applicant where:

1. The applicant demonstrates an unavoidable loss or substantial inconvenience that warrants special consideration, including but not limited to time constraints associated with concrete pouring, asphalt application, roofing, weather, and heat conditions that require reasonable accommodation due to the practical needs of the construction work, or health and safety concerns; and

2. The applicant's need for exemption from the construction noise hour restrictions under this Chapter will not exceed fourteen (14) consecutive days; and

3. The applicant provides a written plan detailing the reasonable and responsible steps the applicant will take to keep plainly audible construction noise at the lowest practical level during the construction noise hour restrictions applicable under this Chapter.

The Director of Public Works shall prescribe the form of the night construction noise permit application. As part of the application, the applicant shall include a copy of the compete and issued building permit for the work to be performed at night. Applicants who have not received a building permit, in advance of applying for the night construction noise permit, shall be denied.

The Director shall render a decision on a permit request no later than three (3) business days after an applicant completes and submits a complete application to the Director. If the Director does not render a decision within three (3) business days, the permit shall be deemed issued. Any permit issued pursuant to this section shall expire fourteen (14) days from the date construction begins. An applicant who receives a permit may renew the permit, provided that the Director determines that the renewal is necessary due to unforeseen circumstances, outside of the applicant's control, or to prevent an unavoidable loss or substantial inconvenience.

F. PENALTY. A person who violates any provision of this Section shall be deemed guilty of an infraction and upon conviction thereof, shall be punishable by a fine set from time to time by resolution of the Council. Provided, that any person who has been previously found guilty of two (2) violations of this Section within the period of one (1) calendar year shall be guilty of a misdemeanor.

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

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

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2023.

CITY OF IDAHO FALLS, IDAHO

_____

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

ATTEST:

_____

CORRIN WILDE, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, 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 5, CHAPTER 4 BY ADDING SECTION 9 PROHIBITING NUISANCE NOISES TO REGULATE THE TIME, PLACE, AND MANNER OF NOISE GENERATED BY A VARIETY OF ACTIVITIES; ESTABLISHING PENALTIES FOR VIOLATIONS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____

(SEAL) CORRIN WILDE, CITY CLERK

DRAFT

Memorandum

File #: 23-254 **City Council Meeting**

FROM: Randall D Fife
DATE: Tuesday, August 29, 2023
DEPARTMENT: City Attorney

Subject
Changes to Certain On-street or Alley Parking Time Limits.

Council Action Desired
☒ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Ordinance regulating on-street and alley parking of vehicles 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
Certain on-street parking time limits (not in the Downtown Area) are inconsistent and require clarity, including time limits applied to operable vehicles, motorhomes, and trailers. This Ordinance corrects inconsistencies.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☒ ☐ ☐

Promotes efficient governance and consistent enforcement of community standards.

Interdepartmental Coordination
Police Department and Community Development Services Department contributed to draft Ordinance.

Fiscal Impact
None.

Legal Review
Drafted by Legal Department.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 9, CHAPTER 4, DEFINING AND REGULATING STORAGE OF MOTOR VEHICLES, MOTORHOMES, AND TRAILERS ON PUBLIC STREETS AND ALLEYS; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City desires to regulate the storage of operable and inoperable vehicles (including motorhomes, trailers, etc.) on its streets and alleys; and

WHEREAS, current City Code regulations should be clarified to advance consistent and logical approaches to such regulation; and

WHEREAS, the changes proposed in this Ordinance clarify the City's expectations regarding storage of vehicles on City Streets and in City alleys by defining and categorizing them according to type and allowed duration in the same space while parked on a City street or alley.

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

SECTION 1. Title 9, Chapter 4, Section 5 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

…

9-4-5: STORAGE OF VEHICLES, MOTORHOMES AND TRAILERS ON PUBLIC STREETS AND ALLEYS:

~~(A) It shall be unlawful for anyone to use City streets or alleys for storage of motorhomes or trailers. Trailers and motorhomes can only be parked upon a street or alley within the City for the purposes of loading and unloading for a period not to exceed two 24-hour periods in a 7-day time period. Any person who parks or allows a trailer or motorhome to be parked upon any street or alley within the City for a period in excess of this time in the same location shall be guilty of an infraction.~~

~~(B) Any person who parks or allows a vehicle to be parked upon any street or alley within the City for a period of 48 or more consecutive hours in the same location shall be guilty of an infraction.~~

~~(C) Any vehicle, motorhome or trailer unlawfully parked or stored may be removed by or under the direction of any peace officer and may be impounded in accordance with the provisions of this Chapter.~~

~~(D) For the purposes of this section, a vehicle shall be considered to be parked "in the same~~

~~location" notwithstanding movement of the vehicle to another location on a public street or alley within 500 feet in any direction of the original location of the vehicle. "Motorhome" is hereby defined as set forth in Idaho Code § 49-114(12). "Trailer" is hereby defined as set forth in Idaho Code § 49-121(6).~~

(A) (1) It shall be unlawful for a motorhome or trailer to be parked or stored for the purposes of loading and unloading upon a street or alley within the City in excess of two (2) periods of twenty-four (24) hours within in any 7-day time period.

(2) For the purposes of this section:

(a) "motorhome" is hereby defined as set forth in Idaho Code § 49-114(12).

(b) "trailer" is hereby defined as set forth in Idaho Code § 49-121(6).

(c) a motorhome or trailer shall be considered to be parked "in the same location" notwithstanding movement of the vehicle to another location on a public street or alley within three hundred feet (300') in any direction of the original location of the vehicle.

(3) Any vehicle, motorhome, or trailer unlawfully parked or stored may be removed by or under the direction of any peace officer and may be impounded in accordance with the provisions of this Chapter.

…

SECTION 2. Title 9, Chapter 4, Section 26 of the City Code of the City of Idaho Falls, Idaho, is hereby added as follows:

9-4-26: PARKING OF OPERABLE VEHICLES ON PUBLIC STREETS AND ALLEYS:

(A) (1) It shall be unlawful for any person to park or allow to be parked a licensed and operable motor vehicle upon any street or alley within the City for a period exceeding forty-eight (48) consecutive hours in the same location.

(2) For purposes of this section:

(a) "motor vehicle" is hereby defined as set forth in Idaho Code 49-123(V)(h).

(b) a motor vehicle home shall be considered to be parked "in the same location" notwithstanding movement of the vehicle to another location on the same side of a public street or alley within three hundred feet (300') of the original location of the vehicle.

SECTION 3. Title 9, Chapter 4, Section 27 of the City Code of the City of Idaho Falls, Idaho, is hereby added as follows:

9-4-27: PARKING OF DISABLED, UNLICENSED, OR INOPERABLE VEHICLES ON PUBLIC STREETS AND ALLEYS:

(A) (1) It shall be unlawful for any person to park or store or to allow to be parked or stored a disabled, unlicensed, or inoperable motor vehicle upon any street or alley within the City for a period exceeding twenty-four (24) consecutive hours.

(2) For purposes of this section, "motor vehicle" is hereby defined as set forth in Idaho Code 49-123(V)(h).

9-4-~~26~~28: PENALTIES: Any person who violates any provision of this Chapter, which does not otherwise provide a specific penalty, shall be guilty of an infraction, and shall, upon conviction thereof, be punishable by a fine in an amount set from time to time by Resolution of the Council.

9-4-~~27~~29: ADDITIONAL REMEDIES PRESERVED: The issuance of a notice of violation shall not be the exclusive remedy for enforcing the parking regulations of this Chapter and all other lawful remedies are reserved, including prosecution by filing a criminal complaint for an infraction violation.

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_____, 2023.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

CORRIN WILDE, CITY CLERK REBECCA L. NOAH CASPER, Ph.D., MAYOR

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, 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 9, CHAPTER 4, DEFINING AND REGULATING STORAGE OF MOTOR VEHICLES, MOTORHOMES, AND TRAILERS ON PUBLIC STREETS AND ALLEYS; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
CORRIN WILDE, CITY CLERK

(SEAL)

Memorandum

File #: 23-255 **City Council Meeting**

FROM: Randall D Fife
DATE: Tuesday, August 29, 2023
DEPARTMENT: City Attorney

Subject
Clarifying use of pronouns in the City Code and exempting City employees and agents from prosecution for City Code violations when acting reasonably within the course of employment.

Council Action Desired
☒ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Ordinance clarifying the neutral use of pronouns in the City Code and exempting City employees and agents from City Code violation when acting reasonably with the course of employment under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Description, Background Information & Purpose
The City remains committed to the principles of diversity, equity, inclusivity, accessibility, fair treatment, and nondiscrimination for all visitors and residents, so it desires to remove potential misunderstanding of the use of pronouns in its Code by clarifying pronoun neutrality. Additionally, City employees and agents are sometimes required by the nature of their employment to perform functions not allowed to others (such as in response to emergencies, required to provide maintenance, access to properties not open to the public, etc.). This Ordinance exempts such City employees and agents from prosecution where they are acting reasonably within the course and scope of their employment.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☒ ☐ ☐

Promotes important City principles of fairness, accessibility, inclusivity, and nondiscrimination and supports efficient law enforcement.

Interdepartmental Coordination

The Human Resources and Police Departments assisted in development of the Ordinance.

Fiscal Impact
None.

Legal Review
The Legal Department drafted the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 1, CHAPTER 3, TO CLARIFY USE OF PRONOUNS IN CITY CODE; AMENDING TITLE 1, CHAPTER 4, TO CLARIFY EXEMPTION FROM PROSECUTION FOR CITY CODE VIOLATIONS FOR CITY EMPLOYEES AND AGENTS ACTING REASONABLY WITHIN COURSE AND SCOPE OF AUTHORITY; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City is committed to diversity, equity, inclusivity, accessibility, fair treatment, and nondiscrimination of all those who are present in or engage with the City; and

WHEREAS, in order to more clearly establish such values, the Council, by this Ordinance, redefines the interpretation of the Code to remove potentially offensive or misunderstood language around the topic of gender; and

WHEREAS, an important purpose of the City Code is to inform the public of expected behavior within City limits; and

WHEREAS, another purpose of the City Code is to maintain order and consistency related to the delivery of City services; and

WHEREAS, first responders, City employees, lawful and authorized agents and representatives of the City, and others who are acting in behalf of the City should not be subject to prosecution, limitation, or censure when acting reasonably and within the course and scope of their agency or authority when advancing City objectives; and

WHEREAS, exempting such public servants from strict adherence to various Code provisions that directly related to their execution of duties is reasonable, fair, desirable, and efficient.

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

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

1-3-1: GENERAL CITY CODE RULES OF GENERAL CONSTRUCTION:

…

C. GENDER USAGE: When any person is referred to in any provision of this Code by use of the masculine gender, then such reference shall be deemed to include all ~~genders~~persons, regardless of sex, gender, gender identity, or gender expression.

…

SECTION 2. Title 1, Chapter 4, Section 6 of the City Code of the City of Idaho Falls, Idaho, is hereby rescinded in its entirety and replaced with the following:

…

1-4-6: EXEMPTION FOR CITY EMPLOYEES: Unless the Code specifically and clearly states a contrary intention, it shall be a defense to any violation of this Code that the person accused of the violation was a City employee or agent of the City who was acting reasonably within the course and scope of their City employment or agency or that such person was legally authorized or permitted to perform the activity that is the basis of the alleged violation.

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_____, 2023.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

CORRIN WILDE, CITY CLERK REBECCA L. NOAH CASPER, Ph.D., MAYOR

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, 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 1, CHAPTER 3, TO CLARIFY USE OF PRONOUNS IN CITY CODE; AMENDING TITLE 1, CHAPTER 4, TO CLARIFY EXEMPTION FROM PROSECUTION FOR CITY CODE VIOLATIONS FOR CITY EMPLOYEES AND AGENTS ACTING REASONABLY WITHIN COURSE AND SCOPE OF AUTHORITY; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
CORRIN WILDE, CITY CLERK

(SEAL)

Memorandum

File #: 23-256 **City Council Meeting**

FROM: Randall D Fife
DATE: Tuesday, August 29, 2023
DEPARTMENT: City Attorney

Subject
Clarification that the City Forester is authorized to enforce City Code provisions regulating public and private tree public nuisances.

Council Action Desired
☒ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Ordinance clarifying that the City Forester is authorized to enforce City Code provisions regulating public and private tree public nuisances under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Description, Background Information & Purpose
The City Forester is charged with determining whether trees or shrubs within the City are public nuisances, as defined in the Code. Code enforcement officers in the Police and Legal Departments then assist in the City's coordinated prosecution efforts, as needed. The language of the proposed Ordinance makes the role of the City Forester clear.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☒ ☐ ☐

Supports enforcement of tree and shrub public nuisance provisions of the City Code.

Interdepartmental Coordination
Parks and Recreation and Police Departments assisted in development of this Ordinance.

Fiscal Impact
None.

Legal Review

Legal Department drafted the Ordinance.

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 8 CHAPTER 9, TO CLARIFY THE ROLE AND AUTHORITY OF THE IDAHO FALLS CITY FORESTER AND TO ALIGN AND CORRECT INTERNAL CODE REFERENCES TO THE CITY CODE, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, trees contribute to the beauty and health of the City; and

WHEREAS, the City has appointed a City Forester to ensure the health of the trees within the City; and

WHEREAS, the Council desires to ensure that the authority of the City's Forester to investigate and abate disease and pests that threaten the health of both privately owned trees and publicly owned trees is clearly set out in the City Code; and

WHEREAS, the Council also desires to insure that the City Code's internal references are correct and consistent with the Council's intent for the City Forester to abate public nuisances facing trees within the City.

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

SECTION 1. Title 8, Chapter 9, Section 3 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

…

8-9-3: CITY FORESTER: The Director may appoint a person to serve as City Forester. The City Forester shall have such duties and perform such functions as shall be prescribed herein and as required by the Director of Parks and Recreation. The City Forester is hereby authorized to:

(A) Direct, manage, supervise and control the City street tree and park tree program for the planting, removal, maintenance and protection of all public trees and shrubs on all public areas and to supervise and assist the Parks and Recreation Department personnel in the planting, removal, maintenance and protection of said trees and shrubs;

(B) To guard all public and private trees and shrubs within the City so as to prevent the spread of disease or pest and to eliminate the ~~dangerous conditions~~public nuisances described in this Chapter which may affect the life, health, or safety of person or property.

SECTION 2. Title 8, Chapter 9, Section 7 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

8-9-7 RESPONSIBILITIES FOR PRIVATE TREES:

(A) It shall be unlawful for any person owning a private tree or in control of a private tree to refuse or fail to take the following actions within a reasonable time after being directed to do so by the City Forester:

(1) Remove, prune, or reprune any tree located on such person's private property in a manner that removes, abates or otherwise lessens the likelihood of or resolves any pest infestation, dangerous condition or circumstance located within such tree, the existence of which constitutes a public nuisance, as defined ~~in Section 8-9-14 of this Code~~in this Chapter.

(2) Remove, prune, or reprune any private tree located on such person's real property in a manner that provides for trees and shrubs to be trimmed and have vertical clearance of the branches of such tree to a height of not less than:

(a) Eight feet (8') above any public sidewalk; and

(b) Thirteen feet (13') from the back of the curb to Thirteen feet (13') toward the center line above any public street, alley, or right-of way and thereafter angled up toward the center line to a height of not less than fifteen (15') feet at the center of the public street, alley, or right-of-way.

(3) Remove, control or abate any pest investing or otherwise located in or upon any private tree located upon the owner's private real property.

(4) Remove and properly dispose of all branches, twigs, leaves or other debris deposited upon public property by or at the direction of any person pruning, trimming or removing such private tree.

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. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, publication, and on the _____ day of _____, 2023.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2023.

CITY OF IDAHO FALLS, IDAHO

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

ATTEST:

_____
CORRIN WILDE CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, 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 8 CHAPTER 9, TO CLARIFY THE ROLE AND AUTHORITY OF THE IDAHO FALLS CITY FORESTER AND TO ALIGN AND CORRECT INTERNAL CODE REFERENCES TO THE CITY CODE, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

_____
(SEAL) CORRIN WILDE, CITY CLERK

Memorandum

File #: 23-257 **City Council Meeting**

FROM: Randall D Fife
DATE: Tuesday, August 29, 2023
DEPARTMENT: City Attorney

Subject
Defining the word “quorum” and applying it to City public meetings and actions of the Council and City boards, committees, and commissions.

Council Action Desired
☒ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Ordinance defining the word “quorum” and applying it to City public meetings and actions 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
This Ordinance defines the word and concept of a “quorum” and applies it consistently to the various operations and decisions made by the Council and various City boards, committees, and commissions, in order to sustain confidence in City decisions and in compliance with State open meetings requirements.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☒ ☐ ☐ ☐

Supports openness and consistency in City government pursuant to Idaho Open Meetings law.

Interdepartmental Coordination
All Departments working with the Council or with boards, commissions, or committees participated in development of this Ordinance.

Fiscal Impact
None.

Legal Review
The City Attorney Department drafted this Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 1, CHAPTER 3, TO DEFINE "QUORUM" AND CONFORMING TITLE 2, CHAPTERS 1 THROUGH 12 WITH SUCH DEFINITION; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, all public meetings associated with the City Council, and its Boards, Commissions, and Committees; and other groups affiliated or associated with City functions are governed by the Idaho Open Meetings Act; and

WHEREAS, the City wishes to comply with all requirements of the Idaho Open Meetings Act; and

WHEREAS, what comprises a "quorum" for purposes of determining whether and when a lawful meeting mat be held or may continue can sometimes be a difficult task; and

WHEREAS, the purpose of this Ordinance is to clearly define what is a "quorum" and to consistently appeal that definition throughout the City Code.

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

SECTION 1. Title 1, Chapter 3, Section 2 of the City Code of the City of Idaho Falls, Idaho is hereby amended as follows:

1-3-2: GENERAL CODE DEFINITIONS: Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below:

…

QUORUM: Unless otherwise specifically provided in this Code, a quorum shall be comprised of one half plus one of the total number of the voting members of a Council, Board, Committee, or Commission, regardless of whether all positions comprising such Council, Board, Committee, or Commission are filled at the time of a public meeting that requires a quorum in order to conduct business pursuant to Idaho law.

…

SECTION 2. Title 2, Chapter 1 of the City Code of the City of Idaho Falls, Idaho, in reference to the Idaho Falls Library Board of Trustees is hereby amended as follows:

…

2-1-8: ATTENDANCE: ~~Three (3) trustees of the Board shall constitute a quorum for the purpose of conducting business. All actions by the Board shall require an affirmative vote of at~~

~~least three (3) trustees.~~ A quorum of Board members shall be present in order for purposes of conducting the business of the Board. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present.

…

SECTION 3. Title 2, Chapter 2 of the City Code of the City of Idaho Falls, Idaho, in reference to the Idaho Falls Planning and Zoning Commission is hereby amended as follows:

…

2-2-8: ATTENDANCE: ~~A majority of voting Commission members present at a meeting shall constitute a quorum for purposes of conducting the business of the Commission.~~ A quorum of Commission members shall be present in order for purposes of conducting the business of the Commission. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present.

…

SECTION 4. Title 2, Chapter 3 of the City Code of the City of Idaho Falls, Idaho, in reference to the Idaho Falls Board of Adjustment is hereby amended as follows:

…

2-3-8: ATTENDANCE: ~~A majority of voting Board members present at a meeting shall constitute a quorum for purposes of conducting the business of the Board.~~ A quorum of Board members shall be present in order for purposes of conducting the business of the Board. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present.

…

SECTION 5. Title 2, Chapter 4 of the City Code of the City of Idaho Falls, Idaho, in reference to the War Bonnet Round Up Advisory Committee is hereby amended as follows:

…

2-4-8: ATTENDANCE: ~~A majority of voting Committee members shall constitute a quorum for purposes of conducting the business of the Committee.~~ A quorum of Committee members shall be present in order for purposes of conducting the business of the Committee. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present.

…

SECTION 6. Title 2, Chapter 5 of the City Code of the City of Idaho Falls, Idaho, in reference to the Parks and Recreation Commission is hereby amended as follows:

…

2-5-8: ATTENDANCE: ~~A majority of voting Commission members present at a meeting shall constitute a quorum for purposes of conducting the business of the Commission.~~ A quorum of Commission members shall be present in order for purposes of conducting the business of the Commission. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present.

…

SECTION 7. Title 2, Chapter 6 of the City Code of the City of Idaho Falls, Idaho, in reference to the Golf Advisory Board is hereby amended as follows:

…

2-6-8: ATTENDANCE: ~~A majority of voting Board members present at a meeting shall constitute a quorum for purposes of conducting the business of the Board.~~ A quorum of Board members shall be present in order for purposes of conducting the business of the Board. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present.

…

SECTION 8. Title 2, Chapter 7 of the City Code of the City of Idaho Falls, Idaho, in reference to the Americans with Disabilities Act Advisory Board is hereby amended as follows:

…

2-7-8: ATTENDANCE: ~~A voting Board member may be removed by the Board following two (2) consecutive absences which are not excused by the Chair, or where the Board members absent for more than two (2) consecutive Board meetings in any calendar year. Following either of these occurrences, the Chair may request that the Mayor remove such Board member.~~ A quorum of Board members shall be present in order for purposes of conducting the business of the Board. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present.

…

SECTION 9. Title 2, Chapter 8 of the City Code of the City of Idaho Falls, Idaho, in reference to the Sister Cities Advisory Committee is hereby amended as follows:

…

2-8-8: ATTENDANCE: ~~A majority of voting Committee members shall constitute a quorum for purposes of conducting the business of the Committee.~~ A quorum of Committee members shall be present in order for purposes of conducting the business of the Committee. Non-voting members present at meetings shall not be considered when determining the number required for a quorum or whether a quorum is present.

…

SECTION 10. Title 2, Chapter 9 of the City Code of the City of Idaho Falls, Idaho, in reference to the Idaho Falls Civic Center for the Performing Arts Committee is hereby amended as follows:

…

2-9-8: ATTENDANCE: ~~A majority of voting Committee members present at a meeting shall constitute a quorum for purposes of conducting the business of the Committee.~~ A quorum of Committee members shall be present in order for purposes of conducting the business of the Committee. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present.

…

SECTION 11. Title 2, Chapter 10 of the City Code of the City of Idaho Falls, Idaho, in reference to the Shade Tree Committee is hereby amended as follows:

…

2-10-8: ATTENDANCE: ~~A majority of Committee members present at a meeting shall constitute a quorum for purposes of conducting the business of the Committee.~~ A quorum of Committee members shall be present in order for purposes of conducting the business of the Committee. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present.

…

SECTION 12. Title 2, Chapter 11 of the City Code of the City of Idaho Falls, Idaho, in reference to the Historic Preservation Commission is hereby amended as follows:

…

2-11-9: ATTENDANCE: ~~A majority of voting Committee members present at a meeting shall constitute a quorum for purposes of conducting the business of the Committee.~~ A quorum of Commission members shall be present in order for purposes of conducting the business of the Commission. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present.

…

SECTION 13. Title 2, Chapter 12 of the City Code of the City of Idaho Falls, Idaho, in reference to the Development Impact Fee Advisory Committee is hereby amended as follows:

…

2-12-8: ATTENDANCE: ~~A majority of voting Committee members shall constitute a quorum for purposes of conducting the business of the Committee.~~ A quorum of Committee members shall be present in order for purposes of conducting the business of the Committee. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present.

…

SECTION 14. 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 15. 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 16. 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_____, 2023.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

CORRIN WILDE, CITY CLERK REBECCA L. NOAH CASPER, Ph.D., MAYOR

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, 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 1, CHAPTER 3, TO DEFINE "QUORUM" AND CONFORMING TITLE 2, CHAPTERS 1 THROUGH 12 WITH SUCH DEFINITION; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
CORRIN WILDE, CITY CLERK

(SEAL)

Memorandum

File #: 23-258 **City Council Meeting**

FROM: Randall D Fife
DATE: Tuesday, August 29, 2023
DEPARTMENT: City Attorney

Subject
An Ordinance clarifying that the Board of Adjustment considers appeals of the City Building Official's decisions and reducing the number of Board members from seven to five.

Council Action Desired
☒ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Ordinance clarifying that the Board of Adjustment considers appeals of the City Building Official's decisions, and reducing the number of Board members from seven to five 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
This Ordinance clarifies that a duty of the City's Board of Adjustment includes consideration of any appeal of the City Building Official's decisions regarding a City-adopted building code, e.g., a City-adopted code promulgated by the International Code Council or a similar construction-related City Code. Appeals otherwise authorized by the Code will not be considered by the Board of Appeals. Reduction of the number of Board members from seven (7) to five (5) should make convening of a quorum easier without compromising Board decision making.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☐ ☐ ☐ ☐ ☐

Making the appeal process clearer and the convening of a Board more likely saves staff and developer resources and supports ordered development and good governance.

Interdepartmental Coordination
Community Development Services assisted in the development of this Ordinance.

Fiscal Impact
None.

Legal Review
Legal Department drafted the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 2, CHAPTER 3, TO ESTABLISH THE BOARD OF ADJUSTMENT AS THE BODY TO CONSIDER APPEALS OF THE BUILDING OFFICIAL'S DECISIONS; REDUCE BOARD MEMBERSHIP TO FIVE; ELIMINATE THE REQUIREMENT THAT AT LEASE ONE BOARD MEMBER ALSO BE A MEMBER OF PLANNING AND ZONING COMMISSION; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City Board of Adjustment performs an important but historically infrequent role related to land use decisions and decisions made by the City Building Official; and

WHEREAS, reducing the number of Board of Adjustment members from seven (7) to five (5) simplifies the scheduling of necessary Board meetings and increases the likelihood of an available quorum; and

WHEREAS, the requirement in the current Code that no fewer than one (1) member of the Board must also be a member of the City Planning and Zoning Commission has not been effective in providing helpful or meaningful input into topics or processes that are part of the Board's authority or jurisdiction; and

WHEREAS, elimination of this dual membership requirement does not preclude appointment by the Mayor, with the consent of Council, from occurring, should such dual membership be considered at some time to be worthwhile; and

WHEREAS, the City has adopted a number of standardized and widely used and -accepted codes related to building and structural safety (such as those authored by an International Code Council or by another construction-related code body); and

WHEREAS, where the Council, by the adoption of such code(s), grants to the City Building Official authority to make binding decisions about conformance of the construction and/or development; and

WHEREAS, the Council desires, by the Ordinance, to make the process of an appeal of the Building Official's decision clear; and

WHEREAS, because, historically, appeals of the Building Official's decisions are infrequent, use of the City Board of Adjustment as the appellate body for exploring the correctness of the Building Official's decision when disputed is an effective, neutral, and efficient path for due process that is likely to yield an acceptable result.

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

SECTION 1. Title 2, Chapter 3, Section 1 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

2-3-1: ESTABLISHMENT: The Idaho Falls Board of Adjustment ("Board") is hereby established. The Mayor, with the consent of the Council, shall appoint ~~seven (7)~~five (5) members to serve on the Board. Members of the Board shall be residents and electors of the City. A member of the Council, the Mayor, or an appointed officer of the City shall not serve as a member of the Board. ~~No fewer than one (1) member of the Board shall also be a member of the Planning and Zoning Commission.~~

2-3-2: PURPOSE: The purpose of the Board is to act as an independent fact-finding and decision-making body in order to uphold the principles of the Zoning Code and other City Codes; to act as an appellate body~~,~~ when directed, or act as the City's Board of Appeals where provided for by an International Code Council building or another construction-related code that has been adopted by the Council; and to provide insight and adjustment when the Code is applied to a specific parcel of land, where necessary, and within the law.

2-3-3: DUTIES: The Board shall have such duties and authority as set forth in the Zoning Code and this Code, including when it is acting as the City's Board of Appeals where provided for by an International Code Council building or another construction-related code that has been adopted by the Council, and shall perform all other duties as required by State law or as directed by the Council.
…

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

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

SECTION 4. Publication 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_____, 2023.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

CORRIN WILDE, CITY CLERK REBECCA L. NOAH CASPER, Ph.D., MAYOR

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, 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 2, CHAPTER 3, TO ESTABLISH THE BOARD OF ADJUSTMENT AS THE BODY TO CONSIDER APPEALS OF THE BUILDING OFFICIAL'S DECISIONS; REDUCE BOARD MEMBERSHIP TO FIVE; ELIMINATE THE REQUIREMENT THAT AT LEASE ONE BOARD MEMBER ALSO BE A MEMBER OF PLANNING AND ZONING COMMISSION; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
CORRIN WILDE, CITY CLERK

(SEAL)

Memorandum

File #: 23-267 **City Council Meeting**

FROM: Randall D Fife
DATE: Wednesday, September 6, 2023
DEPARTMENT: City Attorney

Subject
Ordinance amending War Bonnet Roundup Rodeo Advisory Committee membership

Council Action Desired
☒ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Ordinance amending War Bonnet Roundup Rodeo Advisory Committee membership under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the ordinance on the first reading and that it be read by title, reject the ordinance, or take other action deemed appropriate).

Description, Background Information & Purpose
The City's relationship with the Shoshone Bannock Tribes is precious and vital to the continuing success of the War Bonnet Roundup Rodeo. Currently, the War Bonnet Roundup Rodeo Advisory Committee requires that a member of the Shoshone Bannock Tribes be designated as one of its voting members. This requirement appears to have inadvertently and unnecessarily burdened the Tribes, whic have asked that it be changed to allow Advisory Committee membership to be optional rather than required. The Ordinance honors the Tribes' request and also streamlines language regarding Advisory Committee members' breadth of knowledge.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☒ ☐ ☐ ☐

Supports community relationships and events.

Interdepartmental Coordination
The Parks and Recreation and City Attorney Departments contributed to the drafted Ordinance.

Fiscal Impact
None.

Legal Review
Legal Department drafted the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 2, CHAPTER 4, REVISING THE STRUCTURE OF THE WAR BONNET ROUNDUP RODEO ADVISORY COMMITTEE; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the War Bonnet Roundup Advisory Committee renders a valuable service to City elected officials and staff by offering the hard work and expertise of its members to sustain and improve the rodeo; and

WHEREAS, experience regarding the Advisory Committee since its establishment suggests that some minor adjustments to the Advisory Committee will give it more flexibility to continue to serve City needs; and

WHEREAS, broadening the description of the expertise and membership of Advisory Committee members will allow for a greater diversity of opinion and breadth of experience offered to City staff; and

WHEREAS, the presence in our greater community of the Shoshone Bannock Tribes is a treasure; and

WHEREAS, the Tribes' support and participation in the War Bonnet Roundup brings to the event an irreplaceable richness, context, and heritage; and

WHEREAS, it is Council's strong and sincere desire that the Tribes continue to contribute their wisdom, passion, cultural richness, talents, and enthusiasm to the City, the greater community, and to the War Bonnet Roundup Rodeo, in perpetuity; and

WHEREAS, these changes to the permanent Tribal position on the Advisory Committee, shall in no way be interpreted to restrict or prohibit the appointment of a Tribal member to the Advisory Committee.

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

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

2-4-1: ESTABLISHMENT: The War Bonnet Roundup Rodeo Advisory Committee ("Committee") is hereby established. The Mayor, with the consent of the Council, shall appoint seven (7) voting members to the Committee. Those appointed should be individuals with a demonstrated interest, competence, or knowledge of various rodeo, western, and War Bonnet Round Up ("WBRU")-related interests~~, including but not limited to, sponsorship; hospitality; rodeo royalty; Sandy Downs facilities and grounds; Shoshone-Bannock tribal relations; community youth rodeo events; rodeo-related special events; livestock welfare and husbandry;~~

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

…

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

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

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

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

…

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

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PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this_____day of_____, 2023.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

CORRIN WILDE, CITY CLERK REBECCA L. NOAH CASPER, Ph.D., MAYOR

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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_____
CORRIN WILDE, CITY CLERK

(SEAL)