

*The public is invited to observe City Council Work Sessions. However, the agenda for Work Sessions does not include an opportunity for public interaction. Seating in the Council Chambers may be limited. All seating is available on a first-come, first-serve basis. The public also may view this meeting via livestream on the City's website at <https://www.idahofallsidaho.gov/429/Live-Stream>.*

*This meeting may be canceled or recessed to a later time in accordance with law. If you need communication aids or services or other physical accommodations to participate or access this meeting of the City of Idaho Falls, you may contact City Clerk Corrin Wilde at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 not less than 48 hours prior to the meeting. They can help accommodate special needs.*

### **CITY COUNCIL WORK SESSION**

*Times listed in parentheses are only estimates.*

#### **Call to Order and Roll Call**

Public Works, Fire and Legal  
Departments:

**Discussion:** Bid Review - Idaho Falls Fire Station No. 6 (20)  
*Action: Council Direction to Staff (or take other appropriate action)*

Community Development Services,  
Public Works and Police  
Department:

**Review and Discussion:** Idaho Falls Downtown Corporation (IFDDC)  
Update and Metered Downtown Parking Ordinance. (40)  
*Action: Council Direction to Staff (or take other appropriate action)*

Municipal Services:

**Presentation:** Fourth Quarter Finance Report (60)  
*Action: Council Direction to Staff (or take other appropriate action)*

Municipal Services, Legal and  
Mayors Office:

**Discussion:** Amendment to the Joint Fuel Facility Agreement (45)  
*Action: Council Direction to Staff (or take other appropriate action)*

Mayor and City Council:

**Discussion and Consideration:** Ordinance 9-4-9 and other On-street  
Parking Considerations. (20)  
*Action: Council Direction to Staff (or take other appropriate action)*

#### **Acceptance or Receipt of Minutes (5)**

*Action: To receive recommendations from the Planning and Zoning  
Commission*

**Mayor and Council Liaison Reports:** Upcoming Events, Announcements,  
Annual Calendar, Reports, Updates, Concerns, Questions, and attendant  
Discussions (20).

*Action: Council Direction to Staff (or take other appropriate action)*

DATED this 22nd, day of November 2024



Corrin Wilde, City Clerk

# **Public Works, Fire and Legal Department**

# IDAHO FALLS FIRE STATION NO. 6

PROJECT ADDRESS: 2767 SPITFIRE ST., IDAHO FALLS, ID, 83401

## DESIGN TEAM:

**ARCHITECT:**  
KEITH KENNEDY ARCHITECTURE, PLLC.  
POINT OF CONTACT:  
NATHAN KENNEDY  
381 SHOUP AVE. SUITE 215  
IDAHO FALLS, ID, 83402  
208-522-4151 (OFFICE)  
208-569-9672 (CELL)

## OWNER:

CITY OF IDAHO FALLS:  
POINT OF CONTACT:  
PAUL RADFORD  
DEPUTY CHIEF  
208-612-8506

## CIVIL ENGINEER:

IDAHO FALLS PUBLIC WORKS  
POINT OF CONTACT:  
BRIAN CUNNINGHAM  
380 CONSTITUTION WAY,  
IDAHO FALLS, ID 83402  
208-612-8263

## STRUCTURAL ENGINEER

KORE 4  
POINT OF CONTACT:  
CODY BRIAN  
2295 N. YELLOWSTONE HWY  
SUITE 6  
IDAHO FALLS, ID 83401  
208-360-6389 (CELL)

## MECHANICAL ENGINEER

XL ENGINEERING  
POINT OF CONTACT:  
JOHN GODAK  
208-339-4907

## ELECTRICAL ENGINEER

XL ENGINEERING  
POINT OF CONTACT:  
MARK OWENS  
208-709-3111



## 2018 IBC REVIEW

### I. OCCUPANCY CLASSIFICATION (CHAPTER 3)

A. GROUP R-2 - AND  
GROUP S-2

### II. AREA, BUILDING (SECTION 502.1)

A. GROUP R-2 AREA: 3,141 SQ. FT.  
GROUP S-2 AREA: 4,143 SQ. FT.

### III. HEIGHT LIMITATIONS (TABLE 506.3)

A. TYPE B-B PERMITS A  
HEIGHT OF 75 FT. ABOVE GRADE.  
GROUP R-2 OCCUPANCY IS SINGLE-STORY, SPRINKLED  
AND THE HEIGHT ABOVE GRADE IS 20'-6".  
C. GROUP S-2 (NON-SPRINKLED), TYPE B-B PERMITS A  
HEIGHT OF 55 FT. ABOVE GRADE.  
GROUP S-2 OCCUPANCY IS SINGLE-STORY AND THE  
HEIGHT ABOVE GRADE IS 27'-0".

### IV. AREA LIMITATIONS (TABLE 506.2)

A. A FIRE SPRINKLED GROUP R-2 OCCUPANCY,  
TYPE B-B BUILDING PERMITS 64,000 SQ. FT.  
GROUP R-2 IS 3,141 SQ. FT.  
B. A SPRINKLED GROUP S-2 OCCUPANCY,  
TYPE-B BUILDING PERMITS 117,000 SQ. FT.  
GROUP S-2 IS 4,143 SQ. FT.

### V. SEPARATION OF OCCUPANCIES (TABLE 506.4)

A. A 1-HOUR FIRE SEPARATION IS REQUIRED WHERE  
A SPRINKLER SYSTEM IS EQUIPPED THROUGHOUT  
THE REQUIRED 1-HOUR FIRE SEPARATION SHALL BE  
INSTALLED BETWEEN OCCUPANCIES.

### VI. CONSTRUCTION TYPE (TABLE 601)

A. TYPE B-B  
BUILDING SHALL BE SLAB ON GRADE, EXTERIOR  
SHALL BE STEEL FRAME CONSTRUCTION W/ STEEL  
STUD INTERIOR WALLS, WHICH MEETS THE  
REQUIREMENTS FOR TYPE-B-B CONSTRUCTION

### VII. FIRE SEPARATION DISTANCE (TABLE 602)

A. FIRE SEPARATION DISTANCE  $\geq 10$  BUT  $< 30$   
B. FIRE RESISTANCE RATING FOR A-R-2 AND S-2, TYPE B-B  
IS ZERO (0) HOURS.

### VIII. AUTOMATIC SPRINKLER SYSTEM (SECTION 903.2.2 AND 903.2.10)

A. AN AUTOMATIC SPRINKLER SYSTEM IS REQUIRED  
IN ALL GROUP-R OCCUPANCIES  
B. A NFPA-13R AUTOMATIC SPRINKLER SYSTEM SHALL BE  
INSTALLED THROUGHOUT THE GROUP R-2 OCCUPANCY  
C. AN AUTOMATIC SPRINKLER SYSTEM IS NOT REQUIRED  
IN A S-2 OCCUPANCY WHERE THE FIRE AREA IS LESS  
THAN 12,000 SQ. FT. OR WHERE THE S-2 OCCUPANCY IS  
NOT LOCATED BENEATH OTHER OCCUPANCY GROUPS  
THE S-2 OCCUPANCY IS LESS THAN 12,000 SQ. FT. AND IS  
NOT LOCATED BENEATH ANY OTHER OCCUPANCIES,  
HOWEVER, A NFPA-13R AUTOMATIC SPRINKLER SYSTEM  
SHALL BE INSTALLED

### IX. PORTABLE FIRE EXTINGUISHERS (SECTION 906.3.1 AND TABLE 906.3.1(1))

A. CLASS A PORTABLE FIRE EXTINGUISHERS ARE REQUIRED  
TO BE INSTALLED IN ACCORDANCE WITH TABLE 906.3.1  
(1) A 2-A FIRE RATED EXTINGUISHERS SHALL BE INSTALLED  
WITHIN 75 FEET OF TRAVEL DISTANCE FROM ANY POINT  
IN THE BUILDING (SEE FLOOR PLAN SHEET A1.1 FOR LOCATIONS)

### X. OCCUPANT LOAD (TABLE 1004.1.1)

1. RESIDENTIAL AREA  
3,141 SQ. FT. / 200 GROSS = 16 OCCUPANTS  
2. TRUCK BAY  
3,344 SQ. FT. / 200 GROSS = 20 OCCUPANTS  
MECHANICAL / SPRINKLER  
RISER ROOM AND  
UTILITY AREA  
210 SQ. FT. / 300 GROSS = 1 OCCUPANT  
4. TOTAL BUILDING  
OCCUPANTS = 27 OCCUPANTS

### XI. EGRESS SIZING, OTHER EGRESS COMPONENTS (1005.3.2)

GROUP-R2 OCCUPANT LOAD: 16  
16 X 6.2 INCHES = 3.2 INCHES  
MINIMUM WIDTH PROVIDED: 36 INCHES  
2. TRUCK BAY, MECHANICAL, UTILITY, 21  
21 X 6.2 INCHES = 4.2 INCHES  
MINIMUM WIDTH PROVIDED: 14 FEET

### XII. NUMBER OF EXITS AND EXIT ACCESS DOORWAYS

A. SPRINKLED GROUP R-2 OCCUPANT LOAD IS LESS THAN 20  
AND COMMON PATH OF EGRESS TRAVEL W/ SPRINKLER  
SYSTEM DOES NOT EXCEED 125 FT. (TABLE 1006.2.1)  
1. ONE EXIT ACCESS DOORWAY IS REQUIRED  
B. THE SPRINKLED GROUP S-2 OCCUPANT LOAD IS LESS  
THAN 29 AND THE COMMON PATH OF EGRESS TRAVEL  
DOES NOT EXCEED 100 FT. (TABLE 1006.2.1)  
1. ONE EXIT ACCESS DOORWAY IS REQUIRED  
2. FOUR EXIT ACCESS DOORWAYS PROVIDED

### XIII. ACCESSIBLE MEANS OF EGRESS (1009)

A. ALL MEANS OF EGRESS SHALL BE ACCESSIBLE MEANS  
OF EGRESS

### XIV. EXIT ACCESS TRAVEL DISTANCE (TABLE 1017.2)

A. EXIT ACCESS TRAVEL DISTANCE DOES NOT EXCEED  
250 FEET FOR A SPRINKLED R-2 OCCUPANCY  
B. EXIT ACCESS TRAVEL DISTANCE DOES NOT EXCEED  
200 FEET FOR NON-SPRINKLED S-2 OCCUPANCY

### XV. MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES (TABLE 2902.1)

A. WATER CLOSETS:  
1. R2 - 1/10, OCCUPANCY IS 16, 1 PER SEX = 2 TOTAL  
S2 - 1/100, OCCUPANCY IS 20, 1 PER SEX = 2 TOTAL  
2. 4 WC REQUIRED  
MALE 2  
FEMALE 2  
TOTAL WC PROVIDED: 4  
B. LAVATORIES  
1. R2 - 1/10, OCCUPANCY IS 16, 1 PER SEX = 2 TOTAL  
S2 - 1/100, OCCUPANCY IS 20, 1 PER SEX = 2 TOTAL  
2. 4 LAVATORIES REQUIRED  
MALE 2  
FEMALE 2  
TOTAL PROVIDED: 4  
C. BATHTUBS / SHOWERS  
1. R2 - 1/8, OCCUPANCY IS 16, 1 PER SEX = 2  
S2 - NOT REQUIRED  
2. 2 SHOWERS REQUIRED  
MALE 2  
FEMALE 2  
TOTAL PROVIDED: 4  
D. DRINKING FOUNTAINS  
1. R2 - 1/100, OCCUPANCY IS 16, 1 REQUIRED  
2. 1 DRINKING FOUNTAIN REQUIRED  
TOTAL PROVIDED: 1  
E. SERVICE SINK  
2902.1.1 FIXTURE CALCULATIONS  
EXCEPTION - APPROVED STATISTICAL DATA  
NO FEMALE FIREMEN ARE CURRENTLY EMPLOYED  
AND WOULD HAVE TO WORK UP THE RAMP OVER  
SEVERAL YEARS TO BE ALLOWED TO BE EMPLOYED AS  
OVERNIGHT EMPLOYEES.  
THEREFORE, EQUAL FIXTURES ARE NOT INSTALLED.

## DRAWING INDEX

### GENERAL

G5.0 — COVER SHEET  
G6.0 — CODE ANALYSIS  
DRAWING INDEX

### CIVIL

1 OF 2 — SITE PLAN  
2 OF 2 — GRADING AND UTILITY PLAN

### ARCHITECTURAL

A5.0 — GENERAL NOTES, SPECIFICATIONS &  
ALTERNATES  
A1.0 — FOUNDATION PLAN  
A1.1 — FLOOR PLAN  
A2.0 — BUILDING ELEVATIONS  
A3.0 — BUILDING SECTIONS / DETAILS  
A4.0 — DOOR AND WINDOW SCHEDULE  
ROOM FINISH SCHEDULE  
A5.0 — CABINET ELEVATIONS  
BATHROOM ELEVATIONS  
A5.1 — CABINET ELEVATIONS

### STRUCTURAL

S1.0 — GENERAL STRUCTURAL NOTES /  
TYPICAL DETAILS  
S2.0 — FOUNDATION PLAN  
S3.0 — FOUNDATION DETAILS

### MECHANICAL

M-1 — HVAC FLOOR PLAN  
M-2 — HVAC SCHEDULES AND DETAILS  
M-3 — MECHANICAL COMPLIANCE CERT.

### PLUMBING

P-1 — PLUMBING FLOOR PLAN - WATER  
P-2 — PLUMBING FLOOR PLAN - WASTE & VENT

### ELECTRICAL

E00 — ELECTRICAL SYMBOLS AND  
ABBREVIATIONS  
E01 — RISER AND DETAILS  
E02 — LIGHTING AND PANEL SCHEDULES  
E03 — ENERGY COMPLIANCE FORMS  
E11 — LIGHTING PLAN LEVEL 1  
E21 — POWER PLAN LEVEL 1  
E31 — MECHANICAL POWER PLAN LEVEL 1



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ARCHITECTURE • PLANNING • INTERIOR DESIGN  
IDAHO FALLS, ID 83401  
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TELEPHONE: 208-522-4151

DATE: 10/17/21  
DR. BY: [Signature]  
JOB NO.:

IDAHO FALLS FIRE DEPARTMENT  
FIRE STATION 6  
IDAHO FALLS, ID

SHEET  
G0.0

OF

# City of Idaho Falls

Engineering Division  
Engineer's Estimate

Project: Fire Station #6  
Submitted:

Number: 2-38-09-2-OT  
Date: 11/18/2024

| Description            | Estimated Quantity | Unit | Engineer's Estimate |              | Big D Construction |                | Head Waters Construction |                | Ormond Builders Inc |                | Petersen Brothers Construction |                | Alpine Construction Management |                | Construction Solutions Company LLC |                | Pacific West Construction |                |                |
|------------------------|--------------------|------|---------------------|--------------|--------------------|----------------|--------------------------|----------------|---------------------|----------------|--------------------------------|----------------|--------------------------------|----------------|------------------------------------|----------------|---------------------------|----------------|----------------|
|                        |                    |      | Unit Price          | Total Amount | Unit Price         | Total Amount   | Unit Price               | Total Amount   | Unit Price          | Total Amount   | Unit Price                     | Total Amount   | Unit Price                     | Total Amount   | Unit Price                         | Total Amount   | Unit Price                | Total Amount   |                |
| Base Bid               | 1                  | LS   | 3413600             | 3413600      | \$2,836,672.00     | \$2,836,672.00 | \$2,668,846.00           | \$2,668,846.00 | \$2,704,892.00      | \$2,704,892.00 | \$2,845,000.00                 | \$2,845,000.00 | \$3,024,882.00                 | \$3,024,882.00 | \$3,114,788.00                     | \$3,114,788.00 | \$3,934,410.00            | \$3,934,410.00 |                |
| Alternate #1           | 1                  | LS   |                     |              | (\$13,554.00)      | -\$13,554.00   | (\$12,945.00)            | (\$12,945.00)  | (\$46,178.00)       | (\$46,178.00)  | (\$21,840.00)                  | (\$21,840.00)  | (\$12,945.00)                  | (\$12,945.00)  | \$0.00                             | (\$42,000.00)  | (\$42,000.00)             |                |                |
| Alternate #2           | 1                  | LS   |                     |              | (\$3,964.00)       | -\$3,964.00    | (\$3,786.00)             | (\$3,786.00)   | (\$3,881.00)        | (\$3,881.00)   | (\$1,250.00)                   | (\$1,250.00)   | (\$3,786.00)                   | (\$3,786.00)   | \$0.00                             | (\$4,320.00)   | (\$4,320.00)              |                |                |
| Grand Total            | 1                  | LS   | 3413600             | 3413600      |                    | 2,619,154.00   |                          | \$2,652,115.00 |                     | \$2,664,833.00 |                                | \$2,921,910.00 |                                | \$3,009,151.00 |                                    | \$3,114,788.00 |                           | \$3,888,090.00 |                |
| Represented Difference |                    |      |                     |              |                    |                |                          |                | \$2,654,792.00      |                |                                |                |                                |                |                                    |                | reported                  |                | \$3,896,730.00 |
|                        |                    |      |                     |              |                    |                |                          |                | \$41.00             |                |                                |                |                                |                |                                    |                | Difference                |                | -\$8,640.00    |

**Community  
Development  
Services, Public  
Works, and Police  
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, SECTION 21; TITLE 8, CHAPTER 11, SECTION 13; AND TITLE 9 CHAPTER 8 SECTION 18, TO AUTHORIZE THE IDAHO FALLS POLICE DEPARTMENT TO ESTABLISH METERED PARKING ZONING IN THE DOWNTOWN AREA, CLARIFY THE MEANING AND DEFINITION OF LEGAL HOLIDAY TO BE UNIFORM THROUGHOUT THE CITY CODE AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

WHEREAS; Idaho Code §§ 50-302, 50-314 and 49-208 authorize the City to regulate, limit and control traffic and parking within its boundaries; and

WHEREAS, Idaho Code § 40-1415(8) specifically grants the City the authority to place, care for and remove parking meters within its boundaries, to regulate the use of such parking meters, to enforce such regulations, and to keep all revenues received therefrom; and

WHEREAS, Council desires to establish regulations and standards to ensure adequate on-street parking is provided and maintained throughout the Downtown Area; and

WHEREAS, parking meters are intended to relieve congestion, provide an adequate turnover of on-street parking spaces, provide for the safe and orderly movement of traffic throughout the City, promote business and industry through adequate customer parking; and

WHEREAS, .

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 21 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

9-4-21: DOWNTOWN AREA STREET PARKING

A. Definitions: The following words or terms used in this section shall have the meanings ascribed below:

1. "Block Parking" shall mean all parking spaces along both sides of a street on the same block, which block is bordered by an intersection at each end. Any parking

regulation signage which includes the words "Block Parking" shall apply to the entire length of the block on both sides.

2. "Downtown Area" the area within the City bounded on the west by Memorial Drive and Capital Avenue, on the south by Cliff Street, on the east by Yellowstone Avenue, and on the north by and including D Street. The Downtown Area shall also include both sides of the streets that form the borders of the Downtown Area.

3. "Metered Parking Zone" shall mean a designated and marked-off section of individual parking spaces along a street where a vehicle may be temporarily parked and allowed to remain for a period of time, as indicated by the pay station, by paying a fee.

4. "Parking Meter" any device through which a person can purchase authorization from the City to park a vehicle in a parking space in a Metered Parking Zone for a designated period of time. Such devices may include, but are not limited to, traditional coin operated meters, common pay stations, or electronic computer programs or applications accessible through the internet.

~~A. Within the Downtown Area, any person who parks a vehicle in violation of any regulation as stated on any parking sign located within clear view of a restricted parking area shall be liable of a civil parking fine in an amount set from time to time by Resolution of the Council. The Council may set higher or graduated fines for repeated violations. "Block Parking" shall mean all parking spaces along both sides of a street on the same block, which block is bordered by an intersection at each end. Any parking regulation signage which includes the words "Block Parking" shall apply to the entire length of the block on both sides.~~

~~i. Block Parking.~~

~~ii. Parking signs which display "Block Parking" information shall regulate parking as follows:~~

B.

~~i.1. A vehicle shall not remain parked in any parking space along a signed Block Parking area for a period that exceeds the posted and signed time limit.~~

~~ii.2. A vehicle parked in a parking space along a signed Block Parking area shall not return to or occupy another parking space within five hundred (500') feet of where such vehicle was previously parked (within that block) less than twelve (12) hours immediately following the expiration of the time period for such parked vehicle.~~

~~iii.3. A citation may be issued, as indicated by the Block Parking sign, if a vehicle remains parked or stopped on the same block beyond the designated time for parking, unless:~~

~~1.a. The vehicle has moved five hundred (500') or more lineal feet, from where such vehicle was parked, as measured along the curb or edge line of the~~

block; or

- b. the vehicle has vacated that block for not less than twelve (12) hours from when it was last parked on the block.

C. Metered Parking. Parking signs which display "Metered Parking Zone" shall regulate parking as follows:

1. The Police Department or its agent may place parking meters on or near the sidewalk or curb to provide convenient access for the public to access and pay for parking in a parking space in a Metered Parking Zone. Before installing a parking meter, the Police Department or its agent shall submit the location for the parking meter to the Public Works Department for review and approval. No parking meter shall be installed in a manner that interferes with the right-of-way, blocks the free passage of pedestrians, or violates the Americans with Disabilities Act. The Police Department or its agent is authorized to establish and designate Metered Parking Zones, designate individual parking spaces for metering, and establish maximum parking durations for all metered parking spaces.
2. The fee for parking within a Metered Parking Zone shall be set, from time to time, by Resolution of the Council. No charge for parking within a Metered Parking Zone shall be imposed for the following:
  - a. On any legal holiday.
  - b. For any vehicle displaying a disability license plate or placard issued by the Idaho State Department of Transportation or another out-of-state government.
  - c. For any maintenance vehicle, law enforcement vehicle, or public utility vehicle owned and operated by the City, Bonneville County, or the State of Idaho, provided that the vehicle's operator is performing activities within the scope of their employment.
3. No person shall:
  - a. Park a vehicle in any Metered Parking Zone parking space without immediately purchasing from a parking meter the necessary authorization to park in that specific parking space, or
  - b. Place or park a vehicle across two or more individual parking spaces within the Metered Parking Zone, or
  - c. Permit any vehicle parked in the Metered Parking Zone to remain parked in any parking spot beyond the time period indicated on the parking meter or as specified on the receipt or other official record memorializing the purchase transaction from a parking meter.

~~B.D.~~ **Enforcement.** This Section may be enforced by the Police Department or by any agent authorized to enforce the City's parking regulations in the Downtown Area by the Council, which the Council may authorize or appoint from time to time.

~~C.E.~~ **Downtown Resident Parking Permit.** A bona-fide resident of the Downtown Area may apply for a permit which shall exempt them from any two (2)-hour parking limit established for parking spaces within the off-street City-owned parking lot located between Shoup Avenue on the east, Park Avenue on the west, Broadway Avenue on the north, and Cliff Street on the south. Nothing herein shall exempt a person holding this permit from compliance with other parking limits or restrictions in this Code. For purposes of this subsection, a bona-fide resident of the Downtown Area must actually reside within the Downtown Area at the time of application for the permit and at all times during the validity of the permit. Discontinuance of residency for a period of thirty (30) consecutive days or more shall automatically void the permit. The downtown resident's permit shall be valid for one (1) year from its issuance. The cost of each permit shall be in an amount set from time to time by Resolution of the Council. Only one (1) permit per licensed driver shall be allowed. The permit shall be displayed in the vehicle as to be visible from outside the vehicle, whenever the permittee parks their vehicle in a two-hour parking space. It shall be unlawful to transfer or to allow another person to use this permit.

~~D.F.~~ **Violations of the Downtown Area Parking.** Within the Downtown Area, any person who parks a vehicle in violation of any regulation as stated on any parking sign or overtime parking in a parking meter zone located within clear view of a restricted parking area shall be liable of a civil parking fine in an amount set from time to time by Resolution of the Council. The Council may set higher or graduated fines for repeated violations.

1. A notice of a violation of the Downtown Area parking regulations may be issued by any police officer or an agent authorized by the Chief of Police or the City Council. The notice of violation shall be issued by placing the notice on the windshield of an illegally parked vehicle, in a secure manner, or in a prominent place upon the vehicle. At the minimum, the notice shall state the following:

- a. The date and time of when the notice was issued; and
- b. The nature of the parking violation observed; and
- c. The amount of the civil fine imposed; and
- d. The procedure to pay or contest the fine.

~~1.2.~~ A separate notice shall be issued for each parking regulation violated. If the violation is overtime parking, a separate notice may be issued for each hour or fraction of an hour that, the owner or operator of the vehicle allows it to remain parked in violation of this Section.

**SECTION 2.** Title 1, Chapter 3, Section 2 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

**DAY:** Each twenty-four (24) hour period of time when the City is generally open for business and which is not a legal holiday or weekend day (i.e., business day not calendar day).

...

**LEGAL HOLIDAY:** Those holidays prescribed by Idaho Code § 73-108 or otherwise recognized or observed by the City, pursuant to the City's Personnel Manual or by declaration by the Mayor as a public fast, thanksgiving, or holiday.

...

**SECTION 3.** Title 8, Chapter 11, Section 13 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

8-11-13: **BURIALS:** No cremation burials shall occur without the permission of the Sexton. The Sexton shall be given no less than forty-eight (48) hours or two (2) business days advanced notice of any funeral (in order to allow opening of the cemetery space). The opening and closing of a cemetery space shall be done by the Sexton. Winter burials (during extreme weather conditions) will occur only at the discretion of the Sexton. Burials will occur only on days the City is conducting business (i.e. including Saturdays but excluding Sundays and ~~City recognized legal~~ holidays), unless specifically authorized by the Sexton and the City is reimbursed for all expenses related to such special burial.

**SECTION 4.** Title 9, Chapter 8, Section 18 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

9-8-18: **REMOVING E-BIKES AND E-SCOOTERS, NUISANCE ABATEMENT.**

...

**H. Post-Storage Administrative Review.** Whenever an abandoned or obstructive E-bike, E-scooter, or any part thereof, is abated and impounded by the City, the owner of such property shall be provided with the opportunity for a post-storage administrative review to determine the validity of the removal and storage of such property. In order for an owner to receive a post-storage administrative review, the owner shall request the review in writing from the City within fourteen (14) business days of the posting of the notice of intention to abate. The City shall conduct the post-storage review within ~~forty eight~~ forty-eight (48) hours of the request, excluding weekends and legal holidays. Failure by the owner to request or to attend a review shall validate the impoundment and storage of that owner's E-bike, E-scooter, or part thereof. If it is determined at the review that there was not reasonable cause to deem the abated E-bike, E-scooter, or any part thereof, abandoned or obstructive, the City shall be responsible for payment of all storage fees.

...

**SECTION 5.** 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 36.** 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 74.** 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, SECTION 21; TITLE 8, CHAPTER 11, SECTION 13; AND TITLE 9 CHAPTER 8 SECTION 18, TO AUTHORIZE THE IDAHO FALLS POLICE DEPARTMENT TO ESTABLISH METERED PARKING ZONING IN THE DOWNTOWN AREA, CLARIFY THE MEANING AND DEFINITION OF LEGAL HOLIDAY TO BE UNIFORM THROUGHOUT THE CITY CODE AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

\_\_\_\_\_  
CORRIN WILDE, CITY CLERK

(SEAL)

**Municipal  
Services, Legal,  
and Mayors  
Office**

## AMENDMENT TO THE JOINT FUEL FACILITY AGREEMENT

THIS AMENDMENT TO THE JOINT FUEL FACILITY AGREEMENT (hereinafter "Amendment") is entered into this day 23rd of October, 2024, by and between Bonneville County, a political subdivision of the State of Idaho, whose address is 650 N. Capital Ave., Idaho Falls, ID, 83404, (hereinafter "County") and the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "City").

WHEREAS, on July 23, 2010, County and City entered into a Joint Fuel Facility Agreement (hereinafter "Agreement") to jointly design, construct, and operate the facility; and

WHEREAS, the term of the Agreement was for a period of thirty (30) years; and

WHEREAS, the County and City desire to make certain capital improvements, extend the term of the Agreement and make other changes to clarify the Agreement and improve the working relationship between the parties regarding the management of the facility.

THEREFORE, in consideration of the mutual promises below, County and City agree to amend and replace the Agreement in its entirety to read as follows:

### 1.0 Design and Construction of Fuel Facility.

1.1 The parties agree to jointly design and construct the Facility and to equally share all design, construction management and construction costs including, but not limited to all engineering fees, consultant fees, field tests, inspections, permit fees, administrative fees, utilities, insurance, accounting expense, publication costs, legal expense and all other fees, costs, expenses or liabilities of every kind and nature directly related to or arising out of the design and construction of the Facility. The City and County agree to retain services of Mountain River Engineering to provide such design services and construction management services, including all necessary site work, geo-technical testing, surveying and field work necessary to determine the suitability of the site for the parties' intended purposes, and the parties agree to equally share the costs of such engineering services. The City shall obtain a proposal from Mountain River Engineering (hereinafter referred to as the "Project Engineer") to provide such services and the parties agree to mutually execute an engineering services retainer agreement with Mountain River Engineering in such form as may be acceptable to the parties and their legal counsel. The parties agree to mutually cooperate in the development of such design and the design specifications therefore by the Project Engineer.

1.2 Upon completion of the design drawings and specifications, each of the parties shall approve the design drawings and specifications in writing and shall thereafter instruct the Project Engineer to prepare an estimate of the construction costs of the Facility. Prior to soliciting bids for construction of the Project, each of the parties shall approve the preliminary construction estimate, and if necessary make adjustments to the design

parameters of the Project in order to accommodate the parties' respective budgetary constraints.

1.3 Upon approval of the preliminary construction estimate, the City and County shall authorize the Project Engineer to prepare, assemble and publish all bidding documents necessary to comply with the Idaho Public Bidding Statute and shall move forward with the solicitation of bids in accordance with such public bidding statute. Such bid solicitation shall be in the joint names of the City and County, using the City standard bidding documents and processes, with necessary modifications in order to accommodate the particular needs of the Project. The City shall, without cost or charge to the County, coordinate with the Project Engineer in the administration of the bid solicitation process, including review by the City Attorney.

1.4 Within a reasonable time after the opening of the bids, the City shall, in consultation with the Project Engineer, review and evaluate the bids and make a recommendation to the City Council and the Board of County Commissioners with respect to the lowest responsible bidder. Prior to the award of the construction contract, the City Council and the Board of County Commissioners shall review and authorize the award of the bid. The City shall also ensure that the successful bidder delivers payment and performance bonds as required by the contract documents as required by state law.

1.5 The City shall, without charge or expense to the County, make all disbursements related to the construction of the Project, including payments to or for contractors, utility companies, permit fees, licenses other costs or charges directly associated with the construction or and for the benefit of the Project. Prior to payment of any invoice, billing statement or progress payment, the City shall deliver a copy of such billing, statement or request to the County Engineer and shall obtain his approval thereof. After receiving such approval the City may, at its sole discretion advance the County's one-half (1/2) share of such expenses and in such event, shall submit an invoice to the County for any amounts so advanced at such time as it deems appropriate. Alternatively, the City may forward a copy of any invoice, billing statement or request for progress payments received on account of the Project to the County and the County shall forthwith remit payment of its one-half (1/2) share therefore on or before the due date for such billing invoice. Such payment shall be remitted to the City who shall then disburse such payment to the contractor or supplier. The City shall keep good, complete and accurate records concerning such costs and disbursements, including any progress payments made to the general contractor on account of the Project and shall make such records available for inspection, upon request by the County, at all times during normal business hours of the City.

1.6 The City shall have authority to approve and authorize change orders, without prior approval by the County, provided any one change order does not exceed the sum of \$5,000.00 not in the aggregate more than 10 percent (10%) of the original contract price.

1.7 The City shall, without cost or charge to the County, coordinate with the Project Engineer with respect to the management of the Project, and with respect to the

resolution, adjustment and settlement of any and all construction claims arising during the course of the construction or thereafter, provided in no event shall the City have any obligation to provide legal services or defense costs associated with such claims, it being the intent of the parties that such defense costs be shared equally between the parties. In the event legal action is commenced on account of such claims, the parties agree to mutually select one law firm to jointly represent the interests of the parties and to share equally in the payment of such legal costs, regardless of the basis of the claim or who is asserted to be at fault.

1.8 Prior to or concurrently with the award of the construction contract, the City shall purchase a builder's risk policy of insurance insuring the building structure and site from property loss during the construction period and until acceptance of the Project by the parties. The parties further agree to share equally in the payment of any and all claims arising during the course of such construction that are not otherwise covered or insured by the parties respective insurers, including but not limited to claims for any act or omission of any agent, officer, employee or contractor of the City, provided in no event shall the County have any obligation to share in the payment of any claim for any willful or grossly negligent action on the part of the City or its officer, agents, or employees.

1.9 The City agrees that all governmental permits and license fees that would normally be charged or accessed by the City with respect to the Project shall be waived and shall not be charged against the Project.

1.10 The City Engineer and the County Engineer shall ensure that Mountain River provides appropriate inspections of the progress of the Project work in order to ensure the work is properly performed in accordance with the contract design and specifications. Prior to and as a condition for the acceptance of the work, Mountain River shall inspect the work and issue a certification to the City and the County, certifying that to its best knowledge and belief, after due and diligent inspection, the work complies with the contract specifications and design drawings. The City and County shall also see that Mountain River provides detailed "as built" drawings reflecting the work as constructed. Upon receipt of such certifications, the City Engineer and County Engineer shall accept the work, jointly issue a written notice of such acceptance to the general contractor and upon issuance of such acceptance, the City shall thereafter assume the control and management of the Facility, subject to the terms and conditions of this Agreement.

## 2.0 Premises.

2.1 The City agrees to make the Land available for the construction, operation and management of the Facility, without cost or charge to the County, subject to the terms, conditions and covenants of this Agreement. The City reserves the right to occupy, use and control the use of the Land and use the same for other public purposes, provided such use, occupancy and control does not otherwise impair or impede the operation or maintenance of the Fuel Facility contemplated hereunder.

## 3.0 Property Damage and Liability Insurance.

- 3.1 Prior to the acceptance of the Project by the City, the City shall procure a policy of property damage insurance insuring the Facility and the parties' respective interests therein for the full insurable value thereof and shall thereafter maintain such insurance throughout the term of the Agreement. The City shall also procure and obtain for the benefit of the parties a policy of commercial liability insurance in an amount not less than the amount required by the Idaho Tort Claims Act, or such other amount as may be mutually determined by the parties. The terms, conditions and covenants of such policies shall be determined at the sole discretion of the City. The parties agree to equally share and pay the annual premiums for such insurance policies. Upon receipt of the billing for such premiums, the City shall forthwith forward a copy thereof to the County and the County shall remit payment of its one-half share thereof within fifteen days after the deliver of such invoice. The City at its sole option advance payment of the County's one-half share thereof and invoice the County for such one-half share.

4.0 Operation and Management of Fuel Facility.

- 4.1 Commencing upon the acceptance of the Facility from the general contractor, and subject to the provisions of sub-section 4.3 hereof, the City shall operate and manage the Facility in a responsible and prudent manner for the mutual benefit of the parties. Such management services shall be comprised of the following services:
- i. Bidding and administrative services associated with the procurement of all necessary fuel supplies for both parties, including selection of appropriate suppliers.
  - ii. Employing and supervising all personnel necessary to operate the Facility on a daily basis, as may be determined by the City in its sole discretion.
  - iii. Provide minor repairs of equipment, facilities and equipment, provided all costs for parts, equipment, outside repair work or other out-of-pocket costs shall be equally shared by the parties.
  - iv. Maintenance of all grounds, clean-up of debris and snow removal.
  - v. Providing of all utilities for lighting, sewer, water and sanitary refuse services for the Facility.
  - vi. Accounting and bookkeeping services associated with the operation of the fuel facility and disbursement and payment of invoices and billings for fuel purchases.
  - vii. Reading of meters indicating the amount of consumption by each of the respective parties and delivery of billings to the non-managing party for fuel supplies and other costs provided hereunder.
  - viii. Payments of all salaries, employee benefits and workers compensation insurance coverages associated with employees working on the premises.
- 4.2 In consideration of the delivery of such management services, the County agrees to pay the sum of six cents (\$0.06) per gallon of fuel dispensed to the County vehicle

fleet during the period of time commencing upon acceptance of the Facility by the City and continuing to and until September 30, 2011. After such date, the management fee shall be in such amount as may be determined in accordance with section 4.3 hereof. Such fee shall be due and payable concurrently with the due date for payment by the County for its share of fuel supplies dispensed to County vehicles in accordance with section 4.5 hereof.

- 4.3 Changes to Management Fee: The entity managing the facility (hereinafter referred to as the "Managing Entity") shall have the right to adjust such management fee on an annual basis by delivering written notice to Non-Managing Entity of the per gallon amount of such management fee for the next succeeding fiscal year. For the purposes of this Agreement, the term "fiscal year" shall mean the period from October 1 to September 30 of the following calendar year. Said written notice shall include a list of costs substantiating the proposed recommendation. Such notice shall be delivered to the Non-Managing Entity on or before May 15 of the current fiscal year. On or before June 15, the Non-Managing Entity shall give notice to the Managing Entity of the Non-Managing Entity's intent to either:

- 4.3.1 Accept such proposed management fee with the same taking effect the next succeeding fiscal year;
- 4.3.2 Propose an alternate itemized management fee to the Managing Entity for adoption by the Managing Entity; or
- 4.3.3 Assume management of the Facility for the next succeeding fiscal year of the parties and to accept as payment for such management service the amount of the management fee proposed by the Managing Entity;

Changes in management shall be performed in good faith and with mutual cooperation. The outgoing managing entity shall provide to the incoming managing entity access to all tools and resources necessary to manage the facility in the same manner that the outgoing entity managed the facility including, but not limited to, the most current software used to track the usage of fuel. In addition, the transition shall include the exchange and access to all electronic management records in their native electronic format and all financial records.

In the event the Non-Managing Entity fails to give such written notice of acceptance or rejection, then such proposed management fee shall become effective automatically on October 30 of the next succeeding fiscal year. In the event the Non-Managing Entity elects to assume operation and management of the facility, then in such event it shall assume the operation and control of the Facility effective October 1 of the successive fiscal year, and shall thereafter provide the services referenced in sub-section 4.1 hereof in consideration of the City's payment of such management fee. The operation and management of the Facility shall continue thereafter on a year-to-year basis in like manner, with the Managing Entity giving timely notice of the proposed fee, and the Non-Managing Entity timely exercising

its option to accept such fee for the next succeeding fiscal year or otherwise assume operation and control of the Facility, in consideration of the other party's payment of the management fee proposed by the Managing Entity.

- 4.4 Prior to the initial commencement of the operation of the Facility, the City shall order fuel sufficient to fill all of the tanks located at the Facility to capacity and the County shall forthwith remit payment for one-half of the costs incurred therefor.
- 4.5 During each fiscal year of the term hereof, the Managing Entity shall purchase, solicit bids for and acquire replacement fuel supplies for storage and dispensing at the Facility and shall purchase such fuel without involvement in or approval by the non-Managing Entity. All fuel dispensed from the Facility after commencement of operations shall be separately metered and tracked in order to determine the amount of fuel dispensed to the parties' respective vehicular fleet during the period of time between the last meter reading and the meter reading conducted immediately prior to or concurrently with the refilling of the tanks. The price billed to the non-Managing Entity for such replacement fuel shall be in an amount equal to the price per gallon at which the particular kind of grade of replacement fuel was purchased by the Managing Entity. Upon receipt of any billing for replacement fuel, the Managing Entity may i) submit a copy of the billing to the Non-Managing Entity together with a voucher requesting payment of the Non-Managing Entity's share thereof, or ii) advance payment of the Non-Managing Entity's share for the replacement fuel and submit a voucher to the Non-Managing Entity, requesting payment of the Non-Managing Entity's share thereof.
- 4.6 All operations at the Facility shall be conducted in a lawful manner in accordance with all applicable Federal, State and local laws and regulations.
- 4.7 Communication: Each party shall designate, from time to time, a designated representative to coordinate and communicate regarding the fuel facility ("Coordination Meeting"). The designated representatives shall conduct Coordination Meetings on at least a quarterly basis, but may meet more regularly as mutually agreed by the designated representatives. The Managing Entity's representative shall initiate scheduling for all Coordination Meetings. Coordination Meetings may be conducted in person, telephonically, or through other remote means at the convenience and mutual agreement of both designated representatives.

In the event that the Managing Entity's representative fails to schedule or attend a Coordination Meeting, the other party's representative may notice a Coordination Meeting with the Managing Entity's representative. Such notice shall state the Managing Entity's failure to schedule or attend a Coordination Meeting, the time and place for a new meeting, and such notice shall also be provided to both Parties' legal counsel and governing board members.

The initial designated representatives shall be as follows:

City's representative:  
[Name, Title]  
[Address]  
[Phone Number]  
[E-mail]

County's Representative:  
Public Works Director  
605 N capital Idaho Falls ID 83401  
208 529 1290  
lbates@BonnevilleCountyIdaho.gov

Either party may appoint a new person as its designated representative by providing the other party with thirty (30) days' written notice.

- 4.8 Reserve Fuel. After the construction of the Tank Expansion (described below in Section 5.3.2), the Managing Entity shall ensure that reserve fuel is maintained in the facility in the case of an emergency as detailed in this section.

The anticipated total capacity after the Tank Expansion is expected to be 121,000 total gallons, broken down as follows:

- 6,000 gallons Diesel #1
- 80,000 gallons Diesel #2
- 35,000 gallons Unleaded Gasoline

Upon the completion of the Tank Expansion, the Managing Entity shall ensure that one-half of the total capacity for Diesel #2 and Unleaded Gasoline stored at the facility is held in reserve in the case of an emergency. The anticipated amount of Diesel #2 to be held in reserve is 40,000 gallons. The anticipated amount of Unleaded Gasoline to be held in reserve is 17,500 gallons. For the absence of all doubt, the parties do not intend to hold any portion of Diesel #1 in reserve.

- 4.8.1 Reserve Fuel Reporting. The Managing Entity shall provide a monthly report of the fuel levels to verify emergency fuel remains available at the facility to the other party's designated representative. Such report shall document the lowest amount of Diesel #2 and Unleaded Gasoline that was available at the facility during the reporting month. In addition, the monthly report shall highlight any event during the reporting month in which the total amount of Diesel #2 available was less than 40,000 gallons and/or the total amount of Unleaded Gasoline available was less than 17,500 gallons. In the event that either the amount of Diesel #2 or Unleaded Gasoline falls below its respective reserve level more than once during a calendar month, the parties' designated representatives will meet to discuss the event and provide a written briefing to be submitted to each party's governing board.

- 4.8.2 Emergency Management of Facility. An "emergency" under this Agreement shall occur whenever a disaster or emergency is declared by the President of the United States, the Governor of the State of Idaho, the Chairman of the Bonneville County Commissioners, or the Mayor of Idaho Falls, according to their respective constitutional and statutory authority, that that directly affects any portion of the people or lands located within the geographic limits of Bonneville County. In the event an emergency

occurs, the management of the facility shall be coordinated by the County Emergency Management Services Director, pursuant to the Bonneville County Emergency Operations Plan. The Managing Entity shall cooperate with the County Emergency Management Services Director in all respects during an emergency. Upon the expiration or declared end of the emergency, the management of the facility shall return to sole supervision

#### 5.0 Repairs and Capital Expenditures.

5.1 Except as otherwise provided in section 4.0 hereof, all operational expenses, repairs, maintenance expenses, utility charges, non-fuel supplies, insurance coverages and capital expenditures arising directly from or necessitated by the prudent and responsible operation of the Facility shall be shared equally by the parties, regardless of the amount of fuel dispensed from the Facility to each of the parties. Subject to the provisions of section 5.2 below, the Managing Entity shall promptly pay such expenses and submit a billing statement or invoice therefore to the Non-Managing Entity for its one-half share thereof. Such statements or invoices shall be submitted at such times or intervals as may be determined by the Managing Entity.

5.2 In the event it becomes necessary to incur any operations or repair expense or to make any capital expenditure, the amount of which is reasonably estimated to exceed five thousand dollars (\$5,000.00), such expense or expenditure shall not be made or incurred by the Managing Entity without prior approval of the governing board of the Non-Managing Entity.

5.3 Canopy and Fuel Tank Expansion – The parties agree to the following capital expenditures to improve and expand the Facility.

5.3.1 Canopy – During the 2024/2025 fiscal year, the Parties shall jointly design and construct a canopy over the fuel dispensers and pumps (“Canopy Improvement”). The Canopy Improvement shall consist of a four (4) post design. The Parties shall equally bear the design and construction costs of the Canopy Improvement.

City shall coordinate the management of the Canopy Improvement, including the selection and oversight of the design work, compliance with public bidding requirements, and construction, without cost to County. The parties agree that, as a condition of every contract or bid award for work associated with the Canopy Improvement, both City and County’s governing boards shall approve any such contract or bid award prior to the execution of the contract or bid award.

Once work commences, City shall forward any change orders for County’s prompt review and approval. County shall not unreasonably withhold approval for any change order.

It is the intent of the parties that, in the event of a construction claim dispute arising out of the Canopy Improvement from the parties' design professional or other contractors, the parties will equally bear the legal services or defense costs associated with resolving, settling, or litigating the construction claim, regardless of the basis of the claim or who is asserted to be at fault. In the event legal action is commenced on account of such claims, the parties agree to mutually select one law firm to represent the interests of the parties jointly.

5.3.2 Fuel Tank Expansion. During the 2025/2026 fiscal year, the parties shall jointly design and construct an expansion of the fuel tanks at the Facility ("Tank Expansion").

The current capacity of the facility is 61,000 gallons broken down as follows:

- a 6,000-gallon Diesel #1 tank
- a 40,000-gallon Diesel #2 tank
- a 15,000-gallon Unleaded Gasoline tank

The Parties anticipate that the Tank Expansion shall include at least two (2) underground, 20,000-gallon double-wall fiberglass tanks for Diesel #2 and one (1) underground, 20,000-gallon double-wall fiberglass tanks for Unleaded Gasoline to the existing Facility. The additional tanks shall be manifolded into the existing fuel tank system. However, prior to commencing the Tank Expansion project, the Parties shall meet and confer to determine whether to increase the scope of the Tank Expansion. If the Parties agree to expand the scope of the Tank Expansion, such agreement shall be documented by a written agreement.

City shall coordinate the management of the Tank Expansion, including the selection and oversight of the design work, compliance with public bidding requirements, and construction, without cost to County. The parties agree that, as a condition of every contract or bid award for work associated with the Tank Expansion, both City and County's governing boards shall approve any such contract or bid award prior to the execution of the contract or bid award.

Once work commences, City shall forward any change orders for County's prompt review and approval. County shall not unreasonably withhold approval for any change order.

It is the intent of the parties that, in the event of a construction claim dispute arising out of the Tank Expansion from the parties' design professional or other contractors, the parties will equally bear the legal services or defense costs associated with resolving, settling, or litigating the construction claim, regardless of the basis of the claim or who is asserted to be at fault. In the event legal action is commenced on account of such claims, the parties agree to mutually select one law firm to represent the interests of the parties jointly.

The Parties to this Agreement acknowledge that Section 5.3.2 "Fuel Tank Expansion" is contingent on the availability of public funds. In the event that either County or City does not receive sufficient funds to fund the Tank Expansion or if City or County should not appropriate or otherwise make available funds sufficient to jointly construct the Tank Expansion, then either party may notify the other of its election to end or delay the Tank Expansion for the reason of insufficient public funds no later than August 1, 2025.

5.4 Fuel Dispenser Replacement and Upgrade Reimbursement. The Parties acknowledge that, in January 2024, the City made a capital expenditure to replace and upgrade the Facility's fuel dispenser. However, the capital expense was not approved by County's governing board, as is required by Section 5.2 of this Agreement. As a consequence, the Parties acknowledge and agree that County was not required to participate in the costs to replace and upgrade the fuel dispenser. Notwithstanding and in consideration to entice City to participate and agree to the Tank Expansion, County shall pay to City Forty-One Thousand Nine Hundred Twenty-Two Dollars and Fifty Cents (\$41,922.50) to reimburse City one half of the cost of the fuel dispenser replacement and upgrade upon the completion of the Tank Expansion. In the event that Tank Expansion is not completed, for any reason, County shall not be obligated to reimburse City for the Fuel Dispenser Replacement.

#### 6.0 Environmental Remediation: Uninsured Property Damage.

6.1 In the event of any accidental release of fuel into the ground water or surrounding environment or in the event of any issuance of an administrative order by any state or federal agency having jurisdiction to order compliance with any state or federal environmental law, the parties agree to equally share in the costs of such remediation and/or cleanup, including the costs of defending against the issuance or enforcement of any administrative order by such state or federal agencies. In the event of such administrative order or judgement issued against the parties, the Managing Entity shall forthwith pay such order or judgement in a timely manner and shall undertake all efforts to avoid the imposition of any administrative fines, penalties or costs arising therefrom. The Managing Entity may thereafter submit a bill to the Non-Managing Entity for one-half of the amount thereof. In the event the Managing Entity determines to pursue any administrative appeal or other legal proceeding seeking to set aside such administrative order or appeal such order, then and in such event the parties shall equally share in the legal costs and expenses associated with such appeal.

6.2 In the event the Facility is damaged, destroyed or otherwise rendered inoperable by fire, flood, wind of *force majeure* or other cause of any kind which causes damage to the Facility that is not covered by property or casualty insurance, the parties agree to equally share in all costs necessary to restore the Facility to the condition it existed at the time of such loss or damage, including all clean-up costs and demolition costs necessary to remove the damaged facilities or equipment.

#### 7.0 Force Majeure.

- 7.1 The Managing Entity's obligation to operate and manage the Facility shall be subject to the condition that operation of the Facility is not prevented by *force majeure*, war, riot, labor strike or slow-down, national emergency or fuel shortage or other condition beyond the control of the Managing Entity. In the event of any declaration of emergency by the Governor of the State of Idaho or by the President of the United States or the issuance of an order by the Governor or President, commandeering or taking the fuel stored at the Facility, then and in such event, the Managing Entity shall immediately and forthwith determine the amount of fuel remaining in the fuel storage tanks upon the premises and shall forthwith provide to the Non-Managing Entity a report of the amount of fuel stored at the Facility. Upon the issuance of such order or declaration of emergency the Managing Entity shall thereupon immediately cease delivery of fuel to any of the fleets owned by the respective parties and shall not thereafter dispense fuel until delivery of such report to the Non-Managing Entity. The parties further agree that upon such declaration by either party, each of them shall thereafter be deemed to own one-half of the total capacity of the fuel tanks on the premises less the amount of fuel dispensed to each entity since the date the fuel tanks were last filled to capacity. Once delivery of fuel is recommended and as long as such state or federal emergency order or declaration shall remain in effect, the Managing Entity shall ensure that the fuel remaining in the storage tanks shall be dispensed to the respective fleets of the parties in an aggregate amount no greater than the amount of their respective entitlement thereto as the same existed on the date and declaration of emergency or order was made.
- 8.0 Term. The term of this Agreement shall expire on October 1, 2055, unless renewed in accordance with section 8.1 or sooner terminated in accordance with the sections 9.0 or 10.0 hereof.
- 8.1 Automatic Renewal. Upon the expiration of the term or any renewal term, this Agreement shall automatically renew for an additional fifteen (15) year term upon the same terms and conditions contained herein, unless either Party provides written notice to the other one (1) fiscal year prior to such expiration of that party's election to not renew the Agreement and to permit the Agreement to expire rather than automatically renew.
- 8.2 Wrap-Up Procedures - Upon expiration of this Agreement, the Managing Entity shall cause the meters to be read as of 12:00 pm on the date of expiration (the "termination reading") and all fuel deliveries to the County shall cease thereafter. In the event, the County has received an amount of fuel greater than one-half of the full capacity of the tank or tanks at the Facility (the amount of such excess being hereafter referred to as the "excess consumption") since the date the Facility fuel tanks were last filled to capacity, the County shall then forthwith pay the City for the value of such excess consumption, based upon the price of fuel in effect at the last time fuel was purchased for storage at the Facility. In the event the County has since such date received fuel in an amount less than one-half of the full capacity of

the tank or tanks at the Facility (such deficit hereafter being referred to as the “deficit consumption”), then the City shall forthwith pay the County for the value of such deficit consumption, based upon the price of fuel in effect at the time fuel was last purchased for storage at the Facility. Upon payment by the City of such value, all remaining fuel stored at the Facility shall be deemed owned by the City. All such termination payments shall be immediately due and payable as of the date of termination.

Upon the expiration of the term, or upon termination in accordance with sections 9.0 or 10.0 hereof the City may elect one of the following options:

8.2.1 Removal of Fuel Facility – City may remove the fuel storage tanks from the Land and undertake any environmental remediation of the site as required by state or federal law and may undertake other reasonable and necessary actions as necessary to restore the Land to the same condition in which it existed prior to the commencement of this Agreement. In the event the City elects to exercise the removal option, it shall forthwith notify the County in writing of its election to remove the facility. Upon delivery of such notification, the City may forthwith proceed to accomplish such remediation and restoration work and upon completion thereof shall submit a billing statement to the County for one-half of the reasonable and necessary costs of undertaking such removal and remediation work. Such amount shall be due and payable within thirty (30) days after the delivery of such written billing statement.

8.2.2 Continued Operation. In the event the City declines to exercise such option, it shall similarly give written notice to the County of its decision, and in such event, the County shall thereafter be released from any further obligation to participate in the environmental remediation or cleanup costs thereof. Upon the termination of this Agreement, all rights of the County to beneficial use of the Facility and the Land shall cease.

#### 9.0 Termination for Convenience.

9.1 Either party may terminate this Agreement for convenience by delivering written notice to the other of its intent to terminate this Agreement, and in such event the Agreement shall then terminate at the expiration of the second full fiscal year of the parties following delivery of such notice. All rights of the County to receive fuel from the Facility shall cease upon the termination of this Agreement.

9.2 In the event either party exercises such termination right and the City does not exercise its option under section 8.2 hereof, they shall, within thirty (30) days after the date of such termination, select a mutually agreeable Idaho licensed appraiser for the purpose of determining the fair market value of the capital facilities constructed on the Land by the parties, including any fuel facilities or equipment constructed or installed upon the Land after commencement of initial operations of the Facility. Each of the parties shall be responsible for paying one half of the fee

charged by such appraiser. Within sixty (60) days after the completion of such written appraisal and delivery thereof to each of the parties, the City shall pay to the County one half of the appraised value of such facilities, as determined by such appraiser. In the event the City is the Managing Entity during the fiscal year immediately proceeding such termination, the City may deduct from such amount any unpaid balances of fuel charges and management fees then owed by the County, as determined in accordance with the provisions of subsection 4.2 hereof.

- 9.3 In the event either party exercises its right to terminate for convenience, then and in such event, the parties' respective interest in the fuel stored at the Facility on the date of such termination shall be adjusted in the manner set forth in section 8.1 hereof.

10.0 Default; Termination for Cause.

- 10.1 In the event either party defaults in the performance of its obligation hereunder, the non-defaulting party shall have any or all of the following remedies: i) bring an action for specific performance, ii) bring an action for damages proximately caused by such breach, iii) seek injunctive or declaratory release, or iv) terminate this Agreement, provided in such event, termination shall be in accordance with the provisions of paragraph 10.2 hereof. All such remedies shall be cumulative, and the non-defaulting party may exercise one or more or all such remedies.

- 10.2 In the event either party elects to exercise the remedy of termination for cause, such remedy shall not be exercisable unless and until the non-defaulting party delivers a written notice of default to the other party, specifying the nature of such default and affording the party alleged to be in default a period of thirty (30) days commencing upon the deliver of such notice within which to fully cure such default. In the event the party in default fails to fully cure such default within such time period, then this Agreement shall be deemed to be terminated as of such date and the parties shall mutually select, hire and compensate an appraiser for the purpose of determining the fair market value of the Facility (excluding the value of the Land), all in the manner provided in section 9.2 hereof. Upon completion and delivery of such appraisal, the City shall, within sixty (60) days thereafter, pay the County one half of the amount of such appraised value. Further, in the event of such termination, the parties' respective interest in the fuel stored at the facility on the date of such termination shall be adjusted in the manner set forth in section 8.1 hereof.

- 10.3 All rights to use of the Facility by the County shall cease upon the date of such termination for cause.

11.0 Payment of Billings; Interest on Delinquent Amounts.

- 11.1 Payment for all billings, invoices, vouchers or advances required or permitted under this Agreement shall be due and payable in full within thirty (30) days after delivery of such billings, invoice or statement to the party from whom payment is required.

Interest shall accrue at a rate of twelve percent (12%) per annum on any amount that is not paid when due.

12.0 Notices.

12.1 Billings - Any invoice, billing statement, or request for payment required or allowed under the terms of this Agreement shall be deemed delivered upon its physical delivery to the City Clerk or County Clerk, as the case may be, or upon deposit in the United States mail, postage pre-paid, addressed as set forth below. Or to such other address as may be delivered to the sending party in writing:

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

Bonneville County  
Attn: Bonneville County Commissioners  
605 N. Capital Ave.  
Idaho Falls, ID 83405

In addition, copies of invoices, billing statements, or other requests for payment shall be provided to the parties' designated representatives.

13.0 Attorneys Fees.

13.1 In the event it becomes necessary to enforce the terms and conditions of this Agreement by action or suit, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the losing party.

14.0 Interpretation.

14.1 This Agreement has been mutually agreed and drafted by legal counsel for the respective parties and in recognition thereof, the parties agree that the rule of construction providing for construction against the drafter of any provision shall not be employed in determining the intent of the parties, rather it is desired by the parties that this Agreement be interpreted in accordance with the plain, ordinary meaning of the terms therein and in accordance with other rules of construction as may be appropriate.

15.0 Severability.

15.1 The provisions of this Agreement are and shall be interpreted to be severable and the invalidation or unenforceability of any singular provision shall not affect the enforceability of the remaining provisions, unless such invalid provision entirely frustrates the purpose and intent of the parties, in which event the entire agreement shall be deemed of no further force and effect.

16.0 Venue.

16.1 The venue for any action or suit between the parties concerning the enforcement of this Agreement shall be in the District Court in and for Bonneville County, State of Idaho. This Agreement shall be interpreted in accordance with the laws of the State of Idaho.

17.0 Binding Effect.

17.1 This Agreement shall be binding upon the successors and assigns of the parties hereto, provided this Agreement may not be assigned to another person or entity, without the express, written consent of the non-assigning party.

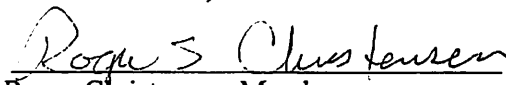
IN WITNESS WHEREOF, the parties through their duly authorized representatives have signed this Amendment the day and year first written above.

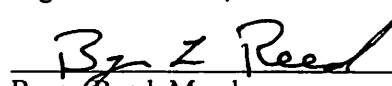
CITY OF IDAHO FALLS

BONNEVILLE COUNTY

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

By  \_\_\_\_\_  
Jonathan Walker, Chairman of the Board

 \_\_\_\_\_  
Roger Christensen, Member

 \_\_\_\_\_  
Bryon Reed, Member

## **Exhibit "A"**

### **City of Idaho Falls / Bonneville County Joint Fueling Facilities Hemmert Ave**

Beginning at a point which bears N89°23'01"W 302.59 feet along the Section line and N00°36'59"E 67.50 feet from the Center One-Quarter corner of Section 8, T2N, R38E.B.M., Bonneville County, Idaho; running thence N46°11'57"W 50.00 feet;  
thence S43°16'16"W 7.54 feet;  
thence S47°43'11"E 3.00 feet;  
thence S43°16'16"W 5.59 feet to a point of a 896.42 foot radius non-tangent curve to the Left;  
thence 296.90 feet along said curve through a central angle of 18°58'37" having a long chord bearing N60°07'49"W 295.55 feet;  
thence N21°29'19"E 3.00 feet;  
thence S81°37'31"E 72.83 feet;  
thence N29°37'42"E 7.50 feet;  
thence S59°35'16"E 28.92 feet;  
thence N12°17'23"E 63.17 feet;  
thence N17°31'44"E 184.96 feet;  
thence S72°28'16"E 249.92 feet;  
thence S76°37'38"E 93.18 feet;  
thence S13°21'45"W 22.27 feet;  
thence N76°25'35"W 91.02 feet;  
thence S14°54'04"W 241.20 feet;  
thence S26°16'46"W 36.44 feet;  
thence S44°31'01"W 41.35 feet to the True Point of Beginning.  
Containing 81,763.33 sq. ft. or 1.877 acres.

# **Mayor and City Council**

**ORDINANCE NO. 2432**

AN ORDINANCE REPEALING AND RE-ENACTING  
SECTION 9-4-9 OF THE CITY CODE OF THE CITY  
OF IDAHO FALLS, IDAHO; PROHIBITING PARKING  
AT THE IDAHO FALLS MUNICIPAL AIRPORT WITHIN  
CERTAIN DESIGNATED AREAS; ESTABLISHING  
MINIMUM FINE OR PENALTY; PRESERVING PRIOR  
ORDINANCE; PROVIDING FOR SEVERABILITY;  
ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. Amendments to City Code. Section 9-4-9 of the City Code of the  
City of Idaho Falls, Idaho, is hereby repealed and re-enacted as follows:

9-4-9: PARKING AT AIRPORT:

(A) Any person who parks or allows a vehicle to be parked at any time of the  
day or night in the following areas, shall be guilty of an infraction, to-wit:

- (1) International Way.
- (2) That portion of North Skyline Drive located north of International  
Way.
- (3) That portion of Borah Street located north of International Way.
- (4) That portion of Foote Drive located north of International Way.
- (5) Any ramp, runway, taxiway or area within the Idaho Falls  
Municipal Airport where signs prohibiting such parking have been posted, except as  
expressly authorized by the Director of Aviation.

Notwithstanding the foregoing, the City Council may designate areas within or upon such  
streets where parking may be allowed, provided signs allowing such parking are prominently  
displayed.

(B) Any person who parks a motor vehicle unattended for any period of time  
or any person who parks a motor vehicle for a period of time greater than the minimum  
amount of time to load or unload passengers and their luggage, within the passenger loading  
and unloading zone designated by visible signs at the entrance to the Idaho Falls Municipal  
Airport, shall be guilty of an infraction, then the minimum penalty shall be the sum of  
\$50.00.

Section 2. Severability. The provisions of this Ordinance are severable. In  
the event any provision shall be determined to be void or unenforceable for any reason, such  
determination shall not affect the enforceability of the remaining provisions.

Section 3. Preservation of Prior Ordinance. The sections of the City Code  
repealed by this Ordinance shall be preserved to the extent necessary to allow the arrest,  
prosecution and punishment of any person who violates such provisions prior to the effective  
date hereof.

Section 4. Effective Date. This Ordinance shall be effective upon its passage, execution and publication in the manner provided by law.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this 25<sup>th</sup> day of October, 2001.

s/ Linda M. Milam  
Linda M. Milam  
Mayor

ATTEST:

s/ Rosemarie Anderson  
Rosemarie Anderson  
City Clerk

(SEAL)

STATE OF IDAHO                     )  
                                              : ss.  
County of Bonneville            )

I, ROSEMARIE ANDERSON, 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 REPEALING AND RE-ENACTING SECTION 9-4-9 OF THE CITY CODE OF THE CITY OF IDAHO FALLS, IDAHO; PROHIBITING PARKING AT THE IDAHO FALLS MUNICIPAL AIRPORT WITHIN CERTAIN DESIGNATED AREAS; ESTABLISHING MINIMUM FINE OR PENALTY; PRESERVING PRIOR ORDINANCE; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE."

s/ Rosemarie Anderson  
Rosemarie Anderson  
City Clerk

(SEAL)



## MEMORANDUM

**TO:** Honorable Mayor and Council

**FROM:** Wade Sanner, Community Development Services Director

**DATE:** November 13, 2024

**RE:** November 12, 2024, Planning Commission Action

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Planning Commission took the following action during the November 12, 2024, meeting.

1. **PLT24-036: FINAL PLAT for The Reserve at Snake River Landing Division No. 2, 23.501 acres in the SW ¼ of the NE ¼ and the NW ¼ of the SE ¼ of Section 26, Township 2 North, Range 37 East. Located north of the Sidehill Canal, east of Pioneer Road, south of the Battle Creek Canal, west of Snake River Landing.** On November 12, 2024, the Planning and Zoning Commission unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.
2. **PLT24-037: FINAL PLAT for Looch Subdivision No. 3. A portion of the NW ¼ of Section 16, Township 2 North, Range 38 East. Located north of Bentley Way, east of Quail Drive, south of Lincoln Road, west of Jonathan Avenue.** On November 12, 2024, the Planning and Zoning Commission unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.
3. **PLT24-040: FINAL PLAT for Highland Park Addition Second Amended. Lots 17, 18, and 19, Block 30 of the Highland Park Addition and a portion of vacated Anderson Street. Located north of W Crowley Street, east of Bingham Avenue, south of W Anderson Street, west of Bear Avenue.** On November 12, 2024, the Planning and Zoning Commission unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.
4. **PLT24-042: FINAL PLAT for Carney Village Division No. 1, .28 acres in the NE ¼ of the SW ¼ of Section 17, Township 2 North, Range 38 East. Located north of Whittier Street, east of Wabash Avenue, south of E Elva Street, west of N Fanning Avenue.** On November 12, 2024, the Planning and Zoning Commission unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.
5. **PLT24-048: FINAL PLAT for Idaho Falls Fire Station 6. Part of the NW ¼ of Section 9, Township 2 North, Range 38 East, including a replat of a portion of Lot 2, Block 5 of Andersen Business Development Division No. 1. Located north of N Yellowstone Highway, east of N 15<sup>th</sup> E, south of Piper Street, west of Spitfire Street.** On November 12, 2024, the Planning and Zoning Commission unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

**COMMUNITY DEVELOPMENT SERVICES**

**Planning Department**

Office (208) 612-8276

Fax (208) 612-8520

**Building Department**

Office (208) 612-8270

Fax (208) 612-8520

6. **PLT24-050: FINAL PLAT for CCW Express Broadway First Amended. Lot 1, Block 1, CCW Express Broadway, NE ¼ of Section 24, Township 2 North, Range 37 East. Located north of Houston Street, east of S Utah Avenue, south of Broadway, west of the Snake River.** On November 12, 2024, the Planning and Zoning Commission unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

**RECOMMENDED COUNCIL ACTION:** To receive recommendation(s) from the Planning and Zoning Commission pursuant to the Local Land Use Planning Act (LLUPA).



## **PARKS & RECREATION COMMISSION MEETING**

**October 7, 2024**

**Recreation Center**

**12:00 Noon**

**Members in Attendance:** B. Combo, B. Nitschke, T. Hersh, M. Hill, C. White, J. Walker, N. Birch, T. Hobson, J. Francis, L. Burtenshaw, J. Stephens

**Members Not in Attendance:** B. Lee, P. Holm

### **Call to Order**

B. Combo called the meeting to order at 12:04 pm.

### **Approval of Minutes**

T. Hersh moved to approve the September 9th minutes. M. Hill seconded. All were in favor.

### **Director's Report – J. Stephens for P. Holm**

#### **J. Stephens reported the following:**

- Nate Durtschi has proposed building several more swing benches to place in various parks. The proposal had these swings paid for by sponsors. P. Holm is working with the City Legal Department to make sure there are no concerns about the sponsorship provision in the proposal. Locations of swing benches have yet to be decided.
- P. Holm and Parks and Recreation staff are in discussion with Rock Solid Hardscapes on remodeling the water fountain in Tautphaus park, with features that would conserve water and restore beauty.
- School District 91 has paid \$90,000 to the City to reimburse for the non-compliant property that was developed with LWCF funding.
- Planning for the UTV Holiday Light Parade has begun; the event is scheduled for Friday, December 20<sup>th</sup>.
- The Downtown Tree Lighting Ceremony will be moved to Sportsman's Park next to the large tree by Key bank this year. It is scheduled for Saturday, November 23<sup>rd</sup>.
- Boo at the Zoo will be held October 17<sup>th</sup> thru October 19<sup>th</sup>.

### **Commission Reports**

**Golf Advisory – T. Hersh**

**T. Hersh reported the following:**

- Final sales for the golf fiscal year were approximately 4.4 million dollars. Golf had a great year and is having an excellent fall season due to the exceptionally warm weather. He discussed the rise of expenses due to the significant price increases for turf maintenance equipment such as mowers. Mowers used for golf turf have increased from approximately \$30,000 in 2017 to around \$140,000 in 2024. Despite the increase in expenses, the courses have done well enough to put \$380,000 toward the Pinecrest irrigation loan, which puts them ahead of schedule.
- Golf price increases are being considered. Daily green fees could go up \$1.00 and season passes could go up \$40 to \$50 dollars.
- Moving the high school golf program to the fall season does not appear to have had any negative impacts. Furthermore, the great fall weather has benefitted the players. This change of season might have contributed significantly to the resurgence of participants in the high school program.

**Shade Tree Committee Report – M. Hill**

**M. Hill reported the following:**

- There is one vacancy right now on the Shade Tree Committee, but he expects there will be two more vacancies by year's end due to some retirements. He urged the commissioners to mention the openings to anyone who might be interested.
- The Urban Community Forestry Grant has been received and the money will be used to replace damaged and dying willows in Freeman Park.
- The Forestry Master Plan is pending, and the Shade Tree Committee will continue working on it during the winter months. They will also work on the Tree Protection Plan.
- The Park Tour has been postponed until the new Shade Tree Committee members are appointed to the committee.
- A memorial tree planting is being planned for the late Randy Westergard, a former Shade Tree Committee member.
- The Shade Tree Committee is waiting on a new city ordinance to be approved. This is growing more urgent, as current developers are planting trees in new city neighborhood developments that would not meet the new ordinance standards.

**Bonneville County – J. Walker**

**J. Walker reported the following:**

- J. Walker updated the commission on the progress thus far on BMPO's Connecting Our Community Plan in county areas including 45<sup>th</sup> E and 1<sup>st</sup> street to 49<sup>th</sup>.

- He discussed the Rails to Trails program in Idaho and from a connection he has, he can obtain three old railroad trestle bridges. The program is interested in repurposing the condemned bridges. There was group discussion on how and where we could use these trestle bridges: canal crossings on city pathways.
- The boat docks are still in place at the Ririe Reservoir.
- The county received a grant for a manufactured home to be placed at Blacktail for a seasonal caretaker who could keep the area open for winter fishing.

#### **School District 91 – N. Birch**

##### **N. Birch reported the following:**

- The Idaho Falls City basketball and volleyball league's season has begun in the school district gyms.
- He reported an increase in participation of high school players on the golf teams, and the team's successes.
- The volleyball and soccer teams start district playoffs in the next couple of weeks.

#### **School District 93 – T. Hobson**

##### **T. Hobson reported the following:**

- The state tournament season and winter sports are starting at the same time making it very busy.
- The state volleyball tournament begins at the Mountain American Center on October 31<sup>st</sup>.

#### **National Trends on Aging – C. White**

##### **C. White reported on the following:**

- The ebike trend is increasing. Ebikes are especially popular among seniors because they enable them to be able to continue biking and exercising. Because of the popularity of these bikes and other motorized devices such as: motorized skateboards, scooters, etc. the volume of them is likely to increase on our pathways and other city areas. Also, there was discussion about the increased hazards these larger and faster modes of transportation pose to pedestrians. This led to a discussion among the commissioners on speed limits and signage for Ebikes, scooters, etc., and the education needed for citizens using these electric mobility devices safely on multiuse pathways and city streets. There was a suggestion that through an "Adopt A Trail" program, perhaps business owners could pay for the signage on our pathways.

#### **Sports Tourism – B. Combo**

- No updates.

### **Park Conditions and Needs – B. Nitschke**

**B. Nitschke reported the following observations along with select photos he took during his park visits:**

- It is a beautiful time of year for the parks which are being well maintained.
- The safety traffic barricades at Reinhart Park look tacky. J. Stephens said the barricades were setup temporarily to protect the splash pad tanks and address a subsidence issue. He said that they probably could be removed next spring.
- B. Nitschke asked about the Caribou Bark Park which had a Parks & Recreation sign. He wasn't aware of this property.
- B. Nitschke snapped a picture of a pet goat at Heritage Park on his visit there. This highlighted the wide variety of uses of our parks.
- He mentioned that the new short bike path spur along Sunnyside just south of the power plant across from Heritage Park was a nice addition.
- There is hateful graffiti on a rock along the north end of the Freeman Park path by the railroad tracks.
- The disc golf players at Freeman Park are amiable and considerate.
- There is an encampment next to the Freeman Park -John's Hole Bridge connector. There was discussion on this encampment.
- The adopt a park website segment on the Parks & Recreation webpage is not working correctly.
- After noticing the multiple fall family photo shoots at Freeman Park, B. Nitschke said in jest, it is too bad the City could not benefit from NIL (Name Image Likeness) dollars like college athletes.

**Adjournment at 1:14 pm.**

**Next meeting – November 4, 2024**

*Recorded by:  
Tracy Sessions, Executive Assistant, Parks & Recreation*

## 09/12/24 SISTER CITIES ADVISORY COMMITTEE MEETING MINUTES

*The September 12, 2024 Sister Cities Advisory Committee meeting was held in Room 310A of Building 3 at College of Eastern Idaho (1600 S 25th E, Idaho Falls, ID 83404) and via Zoom.*

### ACTION ITEMS

5:36 PM

- Roll Call and Confirmation of Quorum
  - Attending: Julie McMurtrey (not yet approved as a voting member—on the City Council agenda tonight), Sunny Katseanes (via Zoom), Lisa Armstrong, Charlotte Combs, Laura Combs, Amanda Logan (via Zoom), Cindy Ozaki (via Zoom)
  - Absent: Catherine Smith, Chloe Doucette, Jake Durtschi, Jeremy Crook
- Approval of Prior Meeting Minutes
  - August Approval of amended minutes (Amanda's name listed twice)
    - *Lisa moved to approve the August 8, 2024 Meeting Minutes as amended; Cindy seconded the motion. Motion passed unanimously.*
- Approval of Reimbursements
  - \$275.00 to reimburse the Adult Association the cost of registering the Sister Cities Association 501(c)(3) paperwork with IRS
    - *Laura moved to approve a \$275.00 reimbursement to the Adult Sister Cities Association for the cost of registering the Sister Cities Association 501(c)(3) paperwork with the IRS; Lisa seconded the motion. Motion passed unanimously.*
  - \$410.00 reimbursement for meal costs associated with hosting the Japanese Youth delegation. These funds will come from the outreach line rather than the hosting line on our reimbursement form
    - *Amanda moved to approve a \$410.00 reimbursement to the Youth Sister Cities Association for meal costs associated with hosting the Japanese Youth delegation; Cindy seconded the motion. Motion passed unanimously.*
  - \$278.00 reimbursement for wooden name tags used when then the Japanese Youth delegation visited. These funds will come from the outreach line rather than the hosting line on our reimbursement form.
    - *Lisa moved to approve a \$278.00 reimbursement for wooden name tags used when then the Japanese Youth delegation visited; Cindy seconded the motion. Motion passed unanimously.*
- Review of budget expenditures from FY 23-24
  - The City hasn't provided a breakdown for us to review yet.
  - Rollover of funds doesn't automatically happen from year to year. Amanda said Catherine is helping us encumber funds to cover anything not paid out for the current budget year with the City Treasurer's office. This will allow us to pay it out in October, if we have invoices dated and in-hand by the end of September.
    - We will review these during the October meeting.

### DISCUSSION ITEMS

5:58 PM

- Updates from City

- Catherine was not present.
  - The Committee should hear whether the budget request was approved by the City and what the final amount was at our next meeting.
- **Report from Sister Cities Adult Association: Cindy**
  - The Adult Association has discussed cultural etiquette during recent meetings and are finalizing the gifts.
  - The delegation leaves for Tokai-mura on October 29th and will return on November 8th
  - The City is still discussing if the events with the trade delegation visit will happen. Mayor Casper, Catherine, and Amanda have moved their flights one day later to accommodate a potential visit but are still working on details to arrange the meetings.
- **Report from Sister Cities Youth Association**
  - The Youth Association held their two monthly meetings and learned some Japanese.
- **Community Outreach**
  - Local Educator Grants: No applications yet. Lisa will contact Dylan Barfus about advertising these in the district teacher newsletter. She'll also share with fellow educators, specifically Lisa Pinkham
  - Booths at Community Events
    - Nothing upcoming.
  - Friendship Garden Sign
    - No update.
  - Social Media
    - Amanda should let the City's PIO know that meeting schedule should reflect the following on the City's Sister Cities Advisory Council page:
      - Adults meet the second Monday of every month at the library.
      - Youth meet the first Wednesday of each month and then twelve days after that on a Monday at the library.
- **New Business**
  - Next meeting: 5:30 PM on October 10th in Room 310A of Building 3 at CEI

**ADJOURNMENT**

**6:16 PM**



**PARKS & RECREATION  
SHADE TREE COMMITTEE MINUTES  
Tuesday, May 28, 2024  
Activity Center  
12:00 P.M.**

**MEMBERS IN ATTENDANCE:**

Matt Hill, Ken Knoch, Tyler Smith, Brandon Lerwill, Lee Washburn, Duston Edwards, Brian Stevens, Kim Johnson, Jim Francis, David Vest (via phone)

**CALL TO ORDER – Matt Hill**

Matt Hill called the meeting to order at 12:07 p.m.

**CITY REPORT**

- Shade Tree Member Update – With Gerry being retired, Shade Tree Committee has one opening. There is one possible candidate who is finishing their application.
- Power and Trees Update- Davey Trees are currently over at Elva removing some spruce trees. The trees being removed died because of IPS Beetle. The city has had IPS Beetle out breaks in the past, mostly due to new construction causing the water to be turned off. One huge IPS Beetle deterrent is to properly water trees.
- Next meeting is scheduled for September 24, 2024.

**APPROVAL OF MINUTES**

April Minutes Approved by Ken Knoch 2<sup>nd</sup> Kim Johnson.

**CURRENT CITY FORESTRY STATUS**

- Summer Projects - The city has several projects that they would like to complete over the course of the summer. Some of those include pest control, spraying/mulching tree rings, fixing the tree farm irrigation, pruning, tree removals, stump grinding, and tree planting. Some of the target areas to be replanted are:
  - 25<sup>th</sup> Street Islands
  - Holmes Islands
  - Pancheri

- Sunnyside
- 25<sup>th</sup> S/Hitt Road

#### **GENERAL TREE DISCUSSION**

- Arbor Day – It was mentioned that everyone who attended had a good time. They would like to see a mix of older and younger children so that more interest could be generated among the youth. Shade Tree members would also like to see more emphasis on the celebration part of arbor day to get more community involvement.
- Development of Forestry Maintenance Plan – The city is going to try to fast track the maintenance plan so that it can be put into action as soon as possible. The rough draft is going to be done by the first of August. The Shade Tree will have a chance to review it and vote on it at the September meeting. Between now and August, the city would like any input that the Shade Tree members have to help get a rough draft put together.
- Troy Pond - There are plans in the works to add trees to Troy Pond. The idea is to reduce mowing and expand the canopy by planting a mini forest. The best trees to do this with are bare root, and the window to obtain them has closed for the year. The other limitation on this project is funding. More discussions will need to be had about the types of trees and public works thoughts on the idea.
- Park Tour - It is that time of year again to plan the Park Tour. There is no set date but possibly the mid of July might work the best. It would focus mainly on parks on the east side of town instead of the west side. All of the Shade Tree members would be invited along with members of council, the mayor, and some staff.

#### **ANNOUNCEMENTS AND ADJOURNMENT**

- Update on the Tree Ordinance
- Update on the maintenance plan

Meeting adjourned and motioned by Kim Johnson 2<sup>nd</sup> by Matt Hill.

**Next meeting will be September 24, 2024.**

Meeting recorded by Duston Edwards



## **GOLF ADVISORY BOARD MEETING**

**WEDNESDAY, JULY 24<sup>TH</sup> 2024**

**4:00 P.M.**

**RECREATION CENTER**

**Members in Attendance:** B. Bugger, M. Dimick, T. Hersh, B. McGiff, F. Sica, K. Dayley, K. King, M. Spraktes, J. Graham, K. Kavran, J. Landon, D. Stanfield, T. Reinke, P. Holm, C. Kinsman

**Members Absent:** K. Rae, S. Priebe, M. Cole, R. Elwood

### **CALL TO ORDER**

F. Sica called the meeting to order at 4:00 pm.

### **APPROVAL OF MINUTES**

B. Bugger motioned to approve the March 27<sup>th</sup> minutes. B. McGiff seconded. All in favor.

### **DIRECTOR – P. Holm**

P. Holm reported on the following:

- The final draft of the budget process was tentatively approved by City Council on July 23<sup>rd</sup>. The City has agreed to pay for some golf capital projects out of the general fund but would like \$100,000 of golf revenue set aside each year to right side the golf fund. City Council approved funding for the net at the edge of Sand Creek's driving range, the new roof at Sage Lakes, two new furnaces at Pinecrest, and possibly the net at Pinecrest.
- The golf board had further discussion on the need and height of the net at Sand Creek. There was also discussion on liability for rogue golf balls at all three courses.

### **MANAGER OF GOLF OPERATIONS – T. Reinke**

T. Reinke reported on the following:

- T Reinke went over the golf revenue this season thru July. He summarized the revenue for green fees, punch passes, season passes, etc. Golf revenue is up about \$250,000 compared to this time last year. Expenses are up as well, but the courses have done so well they have been able to put \$300,000 into the Capital Fund. Pinecrest has also raised approximately \$30,000 in revenue from the new golf cars.

- Potential price increases are in the finalized budget, whether they will be implemented or not, is yet to be determined.
- Requests for new equipment have been submitted to the new budget. Pinecrest needs a couple of mowers. The price for mowers has increased dramatically, and cost approximately \$104,000. Sand Creek needs a new mower and Sage needs a couple of smaller equipment items.
- Capital Projects completed are as follows: New tee signs at Pinecrest, the new cart fence at Pinecrest to store additional carts, parking lot striping at Pinecrest, a new range picker at Sand Creek, and the leveling of the sidewalk by the pro shop at Sage Lakes. T. Reinke discussed the new Visage system for the golf cars, and explained the various modules of the system that allows the pro shop to track the golf cars, geofencing, and all the other various benefits of the system.
- There was a dedication of the new Pinecrest pavilion on July 23<sup>rd</sup> for the friends and families that contributed nearly \$40,000 toward the structure. This new pavilion comfortably holds up to two hundred people.
- T. Reinke explained the struggles with getting utilities at Sage Lakes for the new budgeted restroom. The utilities currently run about 200 feet into private property. He is working with P. Holm on several possible resolutions to this.
- T. Reinke discussed the very busy season with tee times being booked fast and time slots being gone in minutes.

## **ASSOCIATION REPORTS**

### **Women's Association – K. Rae (absent)**

#### **Working Women's Association – K. King**

K. King reported on the following:

- This year was a success with 48 teams and 96 players. The league filled fast.
- They have three weeks left of the season with Year End Tournament scheduled August 17<sup>th</sup>.

#### **Men's Association – M. Dimick**

M. Dimick reported on the following:

- They have 533 members.
- They had a record turnout at their Sage Lakes tournament.

#### **Senior Association – S. Priebe (absent)**

#### **Junior Association – F. Sica**

F. Sica reported on the following:

- F. Sica attends all the Junior Mondays. He described one cold 42-degree morning at 7am and six groups of juniors still showed up to play. He is impressed with the dedication of the parents who come walk along with their juniors while they play. It is a great program.

#### **Presentation by Cam Kinsman**

- C. Kinsman gave a presentation on PoaCure which is a new herbicide to get rid of poa on greens. Poa is an invasive species that due to its lighter color, does not blend well with other turf grass. It also requires more nutrients and water. PoaCure, may be a new tool for our courses to deal with the undesirable species of grass.

#### **STAFF REPORTS**

##### **Pinecrest Superintendent – M. Spraktes**

M. Spraktes reported on the following:

- The new golf cart program Visage is really helping course conditions by keeping the cars off the tees and problematic course areas, which helps the turf recover and grow better.
- There's been no major projects underway, however they have dug out the mud in front of the restroom on hole 13, and they are putting down travertine.
- There have been some challenges with the new irrigation system. Gravel in the water (possibly coming from snow melt through the manholes) is leaching into the irrigation filtration system causing the system to trip, which in turn causes the system to under water.

##### **Sand Creek Pro – J. Graham**

J. Graham reported on the following:

- Sand Creek has had nine company events, which is three more than last year. They've had three major tournaments and three fitting days.

##### **Sand Creek Superintendent – D. Stanfield**

D. Stanfield reported on the following:

- They built a new green that needs seeded.
- The greens overall are doing well.
- The irrigation system has been difficult. They've swapped over fifty heads this year.
- They are working on fine tuning their agronomic system.
- Crews have been trimming trees, aerating and over seeding.
- D. Stanfield has been working with a company on specs for the net that will be installed to contain stray golf balls.

**Sage Lakes Pro – K. Kavran**

K. Kavran reported on the following:

- The tournaments this season have had increased participation. The Men's Opener had 148 players, versus 116 last year. The Women's Club Championship had 37 players, up 5 from last year. Battleson's tournament had 192 players. The Men's Club Championship had 97 players up from 68 last year.
- Wheeler Electric will be the replacement sponsor for Battleson's next year.
- Wheeler Electric will begin getting the power out to the driving range machine on July 26<sup>th</sup>.
- The area around Sage Lakes Golf Course has been a mess of housing construction, road closures, etc., causing some annoyance.

**Sage Lakes Superintendent – J. Landon**

J. Landon reported on the following:

- J. Landon discussed the great crew he has this year and believes his new assistant C. Kinsman, who is a very hard worker, has really helped leading the crew and is doing an excellent job.
- They have rebuilt two bridges, in house, for a cost of \$5000.
- The crews have been working on hole 18, rolling, top dressing, etc.

Meeting adjourned at 5:30 pm.

Next meeting will be held November 6<sup>th</sup>.

*Recorded by:  
Tracy Sessions, Administrative Assistant, Parks & Recreation*

## **Idaho Falls Downtown Development**

### **Board of Directors Meeting**

**Oct 1, 2024, at 9:00am**

**Willard Arts Center.**

Attendees: Those in attendance: Chip Langerak, Kevin Cutler, Brandi Newton, Jill Hansen, Shanon Taylor, Matt Jacobson, Kevin Cutler, Sid Page, Councilwoman Michelle Zeil-Dingman, Lisa Farris – city Grant Manager, Caitlin Long - Planning Division; Bryan Chaffin – Executive Director; staff: Mala Lyon, Juan Hernandez, Clark Poston, visitor Jim Pletscher.

- Minutes from Sept 10, 2024 board meeting
  - Kevin motion to approve, seconded by Shanon - approved by the board
- Financial report – Brandi Newton
  - No financial report available as we have not received the bank statement yet
  - Brandi motioned that IFDDC board meeting be moved to the 2<sup>nd</sup> Tuesday of each month, Sid seconded and board approved
- Directors report
  - Event Report and upcoming Events noted
  - Working on ice skating rink shed
- CDBG funds report - Lisa Farris
- Community Development Services report - Caitlyn Long
- City Council report - Councilwoman Michelle Zeil-Dingman
- Jim announced the availability of an office space

Meeting adjourned at 9:55am

Our next board meeting: November 12, 2024

Respectfully submitted - Jill Hansen, secretary