IDAHO FALLS

CITY COUNCIL MEETING
Thursday, August 27, 2020
7:30 p.m.

CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, ID 83402

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

General Meeting Participation.

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

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

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

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

1. **Call to Order.**

2. **Pledge of Allegiance.**

3. **Presentation – Recognition from the Local Highway Technical Assistance Council (LHTAC) Training and Technical Assistance Center (T2 Center) for Jason Mooney, Buck Nelson, and Travis Steele achieving their "Road Scholar".**

4. **Public Comment.** *Members of the public may address the City Council regarding matters that are **not** on this agenda or already noticed for a public hearing. When you address the Council, please state your name and city for the record and please limit your remarks to three (3) minutes. Please note that matters currently pending before the Planning Commission or Board of Adjustment, which may be the subject of a pending enforcement action or which are relative to a City personnel matter, are not suitable for public comment.*

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

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

A. Item from Idaho Falls Power:

1) Resolution Appointing Idaho Falls' Idaho Consumer Owned Utilities Association (ICUA) Member Representatives

B. Item from Public Works:

1) Professional Services Agreement with Precision Engineering, LLC for the design of W 17th Street and Rollandet Avenue Intersection Improvements

C. Items from Municipal Services:

1) Bid IF-20-O, Purchase AT40-G Bucket Truck for Idaho Falls Power
2) Bid IF-20-P, Purchase Hydraulic Derrick for Idaho Falls Power
3) Bid IF-20-Q Bituminous Plant Mix (Hot Asphalt) for Public Works
4) Minutes from the August 10, 2020 City Council Work Session and Executive Session; August 13, 2020 City Council Meeting; and August 20, 2020 City Council Meeting
5) License Applications, all carrying the required approvals

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

7. **Regular Agenda.**

A. Municipal Services

1) Adoption of 2020/21 Fiscal Year Budget Ordinance: The public hearing for the 2020/21 fiscal year budget took place on Thursday, August 20, 2020 pursuant to Idaho Code §50-1002.

RECOMMENDED ACTION: Adopt the 2020/21 fiscal year budget in the amount of $282,544,816 and approve the appropriations ordinance, appropriating the monies to and among the various funds, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the ordinance on the first reading and that it be read by title, reject the ordinance, or take other action deemed appropriate).

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

RECOMMENDED ACTION: To conduct a public hearing to reserve the 2020/21 forgone amount and approve the corresponding resolution and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

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

RECOMMENDED ACTION: Approve the sublease of building space proposed by the Grand Teton Council to the Community Youth in Action located at 574 4th Street (or take other action deemed appropriate).

B. Legal

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

RECOMMENDED ACTION: Approve the Ordinance rescinding the bus stop bench program to the City Code under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the ordinance on the first reading and that it be read by title, reject the ordinance, or take other action deemed appropriate).

C. Parks and Recreation

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

RECOMMENDED ACTION: Reject all proposals (or take other action deemed appropriate).

D. Idaho Falls Police Department

1) Body Worn Camera Purchase/Grant: In 2019, the Idaho Falls Police Department (IFPD) was awarded a three-year, $135,000 Bureau of Justice Assistance (BJA) grant for the purchase of body worn cameras (BWC) and associated equipment. The grant requires a 50% match from the City. Last year the IFPD spent $45,000 from the grant and $45,000 of City funds for BWC equipment. This year the IFPD is again spending $45,000 from the grant and $45,000 of City funds for BWC equipment. The purchase this year will equip each officer who responds to calls for service with two BWCs, and each officer who does not regularly respond to calls for service with one BWC. Due to the limited battery

life of the BWC, each officer will be equipped with two BWCs so that officers always have a charged BWC and can activate it.

RECOMMENDED ACTION: Approve the purchase of body worn cameras and associated equipment (or take other action deemed appropriate).

E. Community Development Services

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

RECOMMENDED ACTIONS (in sequential order):

a. Approve the Termination and Release Agreement for Lot 1 Block 1 Diamond Park Addition Subdivision, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

b. Approve the new Development Agreement for Teton Mesa Division No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

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

RECOMMENDED ACTION: Affirm, reverse, or modify after compliance with applicable procedural standards the reconsideration of the final decision of the July 30, 2020 City Council denial of the rezone request from LM to LC (or take other action deemed appropriate).

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

RECOMMENDED ACTIONS (in sequential order):

a. Approve the Ordinance Rezoning Lot 3, Block 2, Sayer Business Park Division 1 from LM to LC under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the ordinance on the first reading and that it be read by title, reject the ordinance, or take other action deemed appropriate).

b. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from LM to LC of Lot 3, Block 2, Sayer Business Park Division 1, and give authorization for the Mayor to execute the necessary documents.

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

RECOMMENDED ACTIONS (in sequential order):

a. Approve the Planned Unit Development for Fenway Park Amendment as presented.

b. Approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Fenway Park Amendment, and give authorization for the Mayor to execute the necessary documents.

5 Public Hearing – Rezone from R1 to R3A, Zoning Ordinance, Reasoned Statement of Relevant Criteria and Standards, M&B: 13.3 Acres SW Corner of Section 33, Township 2N, Range 38E: For consideration is the application for Rezone from R1to R3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: 13.3 Acres SW Corner of Section 33, Township 2N, Range 38E. The Planning and Zoning Commission considered this item at its August 4, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

a. Approve the Ordinance Rezoning M&B: 13.3 Acres SW Corner of Section 33, Township 2N, Range 38E under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the ordinance on the first reading and that it be read by title, reject the ordinance, or take other action deemed appropriate).

b. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone of R1 to R3A of M&B: 13.3 Acres SW Corner of Section 33, Township 2N, Range 38E, and give authorization for the Mayor to execute the necessary documents.

8. **Announcements.**

9. **Adjournment.**

Local Highway Technical Assistance Council
3330 Grace Street
Boise, Idaho 83703

Phone 208.344.0565
Fax 208.344.0789
Toll Free 1.800.259.6841

www.lhtac.org

Serving Idaho Since 1994

Todd Smith
Chairman

Robert (BJ) Berlin
Vice Chairman

Neal Gier
Secretary/Treasurer

Jeff R. Miles, P.E.
Administrator

August 11, 2020

Mayor Rebecca Casper
City of Idaho Falls
P.O Box 50220
Idaho Falls, ID 83405

Dear Mayor Casper,

The Local Highway Technical Assistance Council (LHTAC) Training and Technical Assistance Center (T2 Center) is part of a national program known as the Local Technical Assistance Program (LTAP). The T2 Center provides training and technical assistance to meet the needs of all highway jurisdictions across Idaho.

With increased demand on the transportation system and new construction technologies comes the need for more diverse skills and knowledge necessary for maintenance and preservation activities on roadways and bridges. The LHTAC T2 Center focuses on education and training of local agency employees. The T2 Center program curriculum is designed to provide participants with the fundamentals of safety, maintenance, and professional development. There are two levels to the program. The first level is Road Scholar which requires approximately 40 hours of instruction. The second Level is the Road Master which is an additional 40 hours of instruction, much of which builds upon the materials learned during the Road Scholar program. Many of the courses have an exam which requires an 80% to pass. Enclosed is a brochure which explains the Road Scholar Program in further detail.

The LHTAC T2 Center would like to recognize the following employees from the City of Idaho Falls for their accomplishments.

- Jason Mooney - Road Scholar
- Buck Nelson - Road Scholar
- Travis Steele - Road Scholar

Our LHTAC Council sees the importance of recognizing staff for their achievements at a city council meeting. Unfortunately, at this time we cannot present in person. Please accept this letter into your minutes recognizing your staff and their achievements. As a result of their successful completion of the program/s, each person will receive a framed certificate plus an additional award. Road Scholars receive an embroidered hat and an engraved Leatherman knife. They will also be recognized in a future LHTAC publication.

Council Members

Association of Idaho Cities
Mayor Mac Pooler
City of Kellogg

Mayor Robert (BJ) Berlin
City of Roberts

Mayor Bruce Hossfeld
City of Paul

Idaho Association of Highway Districts
Commissioner Neal Gier
Buhl Highway District

Commissioner Terry Werner
Post Falls Highway District

Commissioner Gilbert Hofmeister
Power County Highway District

Idaho Association of Counties
Commissioner Phil Lampert
Benewah County

Commissioner Mark Rekow
Gem County

Commissioner Todd Smith
Madison County

Ex-Officio Members
Kelley Packer, Executive Director
Association of Idaho Cities

Nick Veldhouse, Executive Director
Idaho Association of Highway Districts

Seth Grigg, Executive Director
Idaho Association of Counties

We congratulate these individuals for their successful completion of the Road Scholar/Master Program.

Sincerely,

Laila Kral

Laila Kral P.E., Deputy Administrator & T2 Manager
Local Highway Technical Assistance Council (LHTAC)

Cc: Chris Fredericksen, Public Works Director
Brian Cardon, Street Superintendent

Questions?

How much time is allowed to complete the program?
Each person has four years from their sign-up date to complete the course requirements for each of the programs, Level I - Road Scholar and Level II - Road Master.

What about workshops already attended?
All Idaho T2 Center core and elective courses previously taken and passed within a four year period will be considered towards the Road Scholar and Road Master Programs. For courses with an exam, a score of 80% or better is a passing grade. The specific requirements for core and electives for Level I and Level II are listed inside this brochure. To receive credit for both the First Aid and CPR courses taken from other agencies, please send in copies of the front and back of each card. The Basic Math course may be challenged by taking and passing the course exam with a score of 80% or better. Please contact the T2 Center if you are interested in challenging a course and would like more information.

What obligation is there to complete the program?
None! It is a program for you and there is no cost to enroll. The only fees are for courses. If you enroll in the Road Scholar Program and decide to discontinue your participation, there is no obligation to continue. You have still gained valuable knowledge from each workshop attended.

Can people attend workshops if they are not enrolled in the program?
Of course! There is no obligation to enroll in the Road Scholar Program and you may still register for workshops. Announcements of upcoming workshops are sent to government agencies via email and class schedules will be posted on our website. All Idaho government employees may attend.

New—Leadership Development

The LHTAC Council and T2 Advisory Board have moved forward with developing a new training program within the T2 Center. The Leadership Development Program is aimed at emerging leaders within the local agencies. These leaders can be at any level from road crewman, to clerks, to crew chiefs to supervisors. The program does not have prerequisites; it is a standalone program.

The first 2 classes in the Leadership Development Program are titled:

- Transition to Leadership – Guiding a Highway Agency
- Mastering Management – A Practical Approach

It is recommended that students take the Transition to Leadership course first; however, you can take them in any order if desired.

Updated 1-30-2020





LHTAC T2 CENTER

Idaho Road Scholar & Road Master Programs

Local Highway Technical Assistance Council
3330 Grace Street
Boise, ID 83703

208-344-0565 or 1-800-259-6841
www.lhtac.org

Email: idahot2@lhtac.org



Road Scholar & Road Master Program

Cities, counties, and highway districts are responsible for the majority of roads within the Idaho -- over 32,000 miles of highways, roads, and streets. These roadways are seeing an ever-increasing traffic demand.

With the increased demand and new technologies comes the need for more diverse skills and knowledge necessary for maintenance and preservation activities on the roadways. The transportation professionals that are constructing and maintaining these roadways need to be recognized for their efforts at keeping up-to-date on the new technologies and skills required to construct and maintain effective highway systems.

The Idaho Road Scholar & Road Master Programs are a way for local road professionals to be recognized for successfully completing a series of training courses. The curriculum is designed to provide participants with the fundamentals of safety, management, advanced technologies, as well as exposure to a wide variety of other topics relevant to the transportation field. Through these programs, local agencies will also be provided an opportunity to develop the agencies' greatest asset – its employees.

Requirements Level I—Road Scholar

Level I consists of seven core classes and four electives. The classes include classroom work, field work, an occasional field trip, and a competency exam. Passing exams (80% or greater) on classes will qualify the participant to be classified a **ROAD SCHOLAR**. Successful Road Scholars will be recognized statewide for their accomplishment and will receive a certificate of completion along with an achievement award.

Requirements Level II—Road Master

After completing Level I, Level II consists of four core classes and five electives. The classes will include classroom work, field work, an occasional field trip, and a competency exam. Passing exams (80% or greater) on classes will qualify the participant to be classified as a **ROAD MASTER.** Successful Road Masters will be recognized statewide for their accomplishment and will receive a certificate of completion along with an achievement award.

Completion Timeline

Each person has four years to complete the course requirements for each level of the program. Please note that courses expire in four years from the date taken, with the exceptions of Flagging—three years, First Aid—two years, & CPR—two years.
All classes must be current upon completion of the Road Scholar or Road Master program**.**

How to Enroll

You will be officially enrolled in the program once you have attended your first course. Then you will have four years to complete the course requirements for the Road Scholar Level I. Once you have completed Level I you can choose to participate in the Road Master Level II. You will then have another four years to complete Level II. **www.t2.lhtac.org**

ROAD SCHOLAR—LEVEL I

CORE CLASSES

1. First Aid (Outside Course—1/2 Day)
2. CPR (Outside Course—1/2 Day)
3. Basic Math
4. Roadway Materials
5. Pavement Maintenance & Preservation
6. Effective Communication Skills
7. ATSSA Flagger Certification (Outside ATSSA or Evergreen courses are accepted)

Plus 4 electives

ROAD MASTER—LEVEL II

CORE CLASSES

1. ATSSA Traffic Control Technician (TCT)
2. Roadway Drainage
3. Environmental BMPs
4. Speed Limits & Speed Zones (2 Days)

Plus 5 electives

All classes must be current at the time of completion.

T2 CENTER COURSE FEES

Agency	Early Registration	After Reg. Deadline
Local	$60	$70
State & Federal	$95	$105
Private	$190	$200

EXAMPLES OF OUTSIDE COURSES WE MAY ACCEPT

Advanced Math
Basic Computer Skills
Evergreen Defensive Driving
Highway & Street Standards
MSHA & Personal Safety
OSHA 10 Hour Construction
Welding: Basic & Advanced

ELECTIVES

- ADA Compliance
- Asphalt Paving Materials
- ATSSA Traffic Control Supervisor (2 Days)
- Basic Surveying
- Conflict Resolution
- Contract Administration
- Generations at Work
- Gravel Road Maintenance & Design
- Heavy Equipment Courses (1-3 Days)
  - Backhoe Operations
  - Dozer Operations
  - Motor Grader Operations
- Improving Intersection Safety (1/2 Day)
- MUTCD & Traffic Sign Retroreflectivity
- Plantmix Paving Workmanship
- Roads 101—**UPDATED COURSE!**
- Road Safety 365
- Road Safety Audits
- Small Structure Inspection & Maintenance
- Supervisory Skills
- Winter Maintenance

The following class combinations can be used as an elective.

- Roadway Safety Plus & Preventing Runover & Backovers
- Roadway Safety Plus & Excavation and Trenching & Confined Space
- Preventing Runover and Backovers & Confined Spaces
- Excavation and Trenching & Confined Space
- Disaster Response combined with one of the following: *(Choose One)*
  1. Excavation & Trenching
  2. Preventing Runover & Backovers
  3. Confined Spaces

SPECIALIZED COURSES

- ATSSA Traffic Control Supervisor (2 Days)
- ATSSA Traffic Control Technician
- Environmental BMP
- Hot Mix Asphalt Workmanship (1 1/2 Days)
- Heavy Equipment Courses (Multiple Days)
- Speed Limits & Speed Zones (2 Days)

Fees for Specialized Courses vary.
ATSSA Certification is an additional $100 on top of the course fee.

IDAHO FALLS

MEMORANDUM

FROM: Bear Prairie, General Manager
DATE: Friday, August 14, 2020
RE: Resolution Appointing Idaho Falls' ICUA Member Representatives

Council Action Desired

☐ Ordinance ☒ Resolution ☐ Public Hearing

☐ Other Action (Approval, Authorization, Ratification, etc)

Approve the Resolution appointing the Idaho Falls Power's representatives to the board of the Idaho Consumer Owned Utilities Association (ICUA) (or take other action deemed appropriate).

Description, Background Information & Purpose

Idaho Falls Power has, over many years, developed a relationship with ICUA. In turn, ICUA has chosen many of its representatives from the city. Stephen Boorman, Assistant General Manager, and Travis "Bear" Prairie, General Manager, serve on ICUA's Executive Committee as representatives for Idaho Falls Power. Their positions, experience, expertise and leadership skills give them the qualifications and experience needed to fill the ICUA Director and Alternate Director positions successfully.

Relevant PBB Results & Department Strategic Plan



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

This action supports our readiness for good governance, assuring regulatory and policy compliance to minimize and mitigate risk. It also supports the reliability element of the IFP Strategic Plan.

Interdepartmental Coordination

Idaho Falls Power and Legal Services concur that this agreement is appropriate.

Fiscal Impact

This agreement has no impact on the IFP budget.

Legal Review

Legal has reviewed and approved this agreement.

RESOLUTION NO. 2020-

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

WHEREAS, the City has, over many years, developed a relationship with the Idaho Consumer-Owned Utilities Association ("ICUA"); and

WHEREAS, ICUA has chosen many of their representatives from the City over the years; and

WHEREAS, Stephen Boorman, Assistant General Manager of Idaho Falls Power, is on ICUA's Executive Committee as a representative for the City; and

WHEREAS, Travis "Bear" Prairie, General Manager of Idaho Falls Power, is on ICUA's Executive Committee as a representative for the City; and

WHEREAS, Stephen Boorman's position, experience, expertise, and leadership skills give him the qualifications and experience needed to fill this position successfully; and

WHEREAS, Bear Prairie's position, experience, expertise, and leadership skills give him the qualifications and experience needed to fill this position successfully.

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

1. The City Council hereby appoints Stephen Boorman as the City's representative (Director) to the Idaho Consumer-Owned Utilities Association.

2. The City Council hereby appoints Travis "Bear" Prairie as the City's alternate representative (Alternate Director) to the Idaho Consumer-Owned Utilities Association.

3. This Resolution repeals and supersedes Resolution 2011-16.

4. This Resolution shall remain in effect until superseded by another Resolution appointing different representations to the ICUA.

ADOPTED and effective this ____ day of August, 2020.

CITY OF IDAHO FALLS, IDAHO

_____

Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, APPOINTING CITY REPRESENTATIVES TO THE IDAHO CONSUMER-OWNED UTILITIES ASSOCIATION ("ICUA"); AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

_____
Kathy Hampton, City Clerk

(SEAL)

IDAHO FALLS

MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director

DATE: Thursday, August 20, 2020

RE: Professional Services Agreement with Precision Engineering, LLC for the design of W 17th Street and Rollandet Avenue Intersection Improvements

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

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

Description, Background Information & Purpose

Attached for your consideration is a Professional Services Agreement with Precision Engineering, LLC for the W 17th Street and Rollandet Avenue Intersection Improvements project. The project includes safety improvements to the intersection at W 17th Street and Rollandet Avenue and the intersection of W 19th Street and Leslie Avenue.

Relevant PBB Results & Department Strategic Plan



☐ ☐ ☐ ☐ ☐ ☒ ☐ ☒

This agreement supports the community-oriented results of safe and secure community and reliable public infrastructure and transportation by improving the two intersections mentioned previously.

Interdepartmental Coordination

Project reviews will be conducted with all necessary city departments to ensure coordination of project activities.

Fiscal Impact

This is a Federal aid project that requires the City to contribute 7.34% matching funds. Based on the scope of work the total cost of the professional services is a not-to-exceed amount of $85,723.00. Payment for this work will be made out of the Street Capital Improvement and Traffic Signal Capital Improvement Funds. Sufficient funding and budget authority exist to complete the professional services.

Legal Review

The Agreement has been reviewed by the City Attorney.

2-38-25-1-STR-2018-14
2020-77

IDAHO TRANSPORTATION DEPARTMENT

LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number
95649

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF IDAHO FALLS, whose address is PO Box 50220 Idaho Falls ID 83405, hereinafter called the "Sponsor," and PRECISION ENGINEERING, LLC, whose address is 1935 N. Belgrave Way, Eagle, ID, 83616, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

PROJECT NAME: INT 17TH ST & ROLLANDET, IDAHO FALLS
PROJECT NO: A022(005)
KEY NO: 22005

I. SUBCONSULTANTS

The Sponsor approves the Consultant's utilization of the following Subconsultants:

Sawtooth Land Surveying, LLC

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Brian Wright,; (208) 344-0565; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.

b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1L.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at http://itd.idaho.gov/business/?target=consultant-agreements.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

V. TIME AND NOTICE TO PROCEED

A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **11/15/2021**.

B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

A. Payment Basis: Lump Sum

B. Compensation Amount

1. Not-To-Exceed Amount: **$85,723.00**

2. Additional Services Amount: **$0.00**

3. Total Agreement Amount: **$85,723.00**

C. Fixed Fee Amount: **$0.00** (This is included in the Total Agreement Amount.)

D. Approved Overhead Rates for Prime Consultant and Subconsultants

PRECISION ENGINEERING, LLC	91.96%
SAWTOOTH LAND SURVEYING, LLC	115.76%

E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Not-To-Exceed amount of the Agreement. An adjustment shall not change the Non-To-Exceed amount of the Agreement. For projects of duration greater than two years, the Not-To-Exceed amount may be negotiated. In no case will rates be adjusted more than once per agreement year.

F. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **$85,723.00** to begin the work of this Agreement. The remaining amount will be issued by consecutive Authorizations.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

PRECISION ENGINEERING, LLC
Consultant

By: _____

Title: Principal Engineer

CITY OF IDAHO FALLS
Sponsor

By: _____

Title: _____

IDAHO TRANSPORTATION DEPARTMENT

By: _____

Title: _____

ATTACHMENT NO. 1L

CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

A. DEFINITIONS

1. **Administrator**: Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.

2. **Combined Overhead**: The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.

3. **Cost**: Cost is the sum of the hourly charge out rate and other direct costs.

4. **Cost Plus Fixed Fee**: Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.

5. **CPM**: Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.

6. **Fixed Fee**: A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.

7. **General Administrative Overhead (Indirect Expenses)**: The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.

8. **Hourly Charge Out Rate**: The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.

9. **Incentive/Disincentive Clause**: Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.

10. **Lump Sum**: An agreed upon total amount, that will constitute full payment for all work described in the Agreement.

11. **Milestones**: Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.

12. **Not-To-Exceed Amount**: The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.

13. **Other Direct Costs**: The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.

14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost)**: The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.

16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: http://itd.idaho.gov/business/?target=consultant-agreements .

17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.

18. **State**: Normally "State" refers to the Idaho Transportation Department.

19. **Sponsor**: The "Sponsor" refers to the local public agency.

20. **Unit Prices**: The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31, and be supported by audit accepted by the State.

B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

C. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer the Agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, completion of milestones, and acceptable fulfillment of the Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all reviews performed by the State or their representatives.

D. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or Subconsultants capable of and devoted to the successful accomplishment of work to be performed under the Agreement. The specific individuals or Subconsultants listed in this Agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal.

E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.

2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.

3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

Each progress report shall list invoices by PSA number and reference milestones.

I. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoice cost less the fixed fee for the work satisfactorily completed for each invoicing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made, including Fixed Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at http://itd.idaho.gov/business/?target=consultant-agreements .

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.

4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.

5. Payments to Subconsultants

The Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment

amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

Employ or retain, or agree to employ or retain, any firm or person, or;
pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency, the State, or the Sponsor, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the Sponsor.

a. Increase in the work required by the Sponsor due to unforeseen circumstances.
b. Revision in the work required by the Sponsor subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the Sponsor.
d. Reduction in the work required by the Sponsor due to unforeseen circumstances.

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such

negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of Sponsor order for nonperformance, a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the Sponsor will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the Sponsor and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
b) Additional work ordered in writing by the Sponsor.
c) Department Design Standards have changed or expectations have changed from the time of negotiation.

5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
b. Continued submission of sub-standard work.
c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
d. At the convenience of the Sponsor.

Prior to giving notice of termination for the reasons set forth in a through c above, the Sponsor shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the Sponsor. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the Sponsor. Upon receipt by the Sponsor of said documents, payment shall be made to Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Sponsor and the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for mediation or arbitration. Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and Sponsor agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the Sponsor.

7. ACCEPTANCE OF WORK

a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.

b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.

c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the Sponsor, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the Agreement.

The Consultant's liability for damages incurred by the Sponsor due to negligent acts, errors or omissions by the Consultant in its work product shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials by the Sponsor for purposes other than intended under this agreement shall be at the risk of the Sponsor. The Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproduction of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered in one of the following:

a. Placed within ITD's ProjectWise DataSource (See CADD Manual for proper locations for file storage
b. Standard CD/DVD-ROM Format

Files shall be developed with MicroStation software, SS4 Version 8.11X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: http://apps.itd.idaho.gov/apps/manuals/manualsonline.html .

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: http://itd.idaho.gov/business/?target=consultant-agreements .

13. INDEMNITY

a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.

b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.

c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

14. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of $1,000,000.00 per occurrence, professional liability insurance in the amount of $1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

The Consultant at all times shall ,as a professional, observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner and in accordance with the general standard of care. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

17. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the Sponsor. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

18. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

19. PATENTS AND COPYRIGHTS

The Consultant shall hold and save the Sponsor and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, and copyright.

20. NONDISCRIMINATION ASSURANCES

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations**. The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. http://apps.itd.idaho.gov/apps/ocr/index.aspx

2. **Nondiscrimination**. The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.

5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:

    - Withholding of payments to the Consultant until they have achieved compliance;
    - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
    - Cancellation, termination or suspension of the Agreement, in whole or in part;
    - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or $7,700, whichever is less.

6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of $10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State.In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

21. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

24. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

Scope of Work

INT 17TH ST & ROLLANDET, IDAHO FALLS

PROJECT NO. A022(005) | KEY NO. 22005

PRECISION ENGINEERING, LLC

Project Manager: Joel Grounds, P.E., PTOE

Phone: 208-938-1695

Email: joel@precisionengineeringllc.com

June 15, 2020

PRECISION ENGINEERING

1935 N Belgrave Way, Eagle, Idaho 83616
Ph: 208.938.1695 | Cell: 208.859.0485

PROJECT UNDERSTANDING

The Local Highway Technical Assistance Council (LHTAC) has programmed a project to install median curb to address left turn movements at the intersection and left turn movements into and out of driveways to reduce/eliminate fatal and serious injury crashes for all roadway users at the intersection of 17th St & Rollandet Ave in the City of Idaho Falls (City). Additional, improvements will be completed at the intersection of 19th St & Leslie Ave. This is a federally funded safety improvement project sponsored by the City. Construction for this project is programmed in FY2022.

PROPOSED IMPROVEMENTS

Following are the anticipated project improvements.

17th and Rollandet



- Installation of median curb on 17th Street to restrict left turn out movements from Rollandet Ave.
- Widen 17th St to the north at the intersection of Rollandet Ave to provide additional width for the WB and EB dedicated left turn lane to Rollandet St.
- Reconstruct pedestrian ramps on the NE and NW corners due to widening.
- The drainage will be perpetuated within the existing/reconstructed curb and gutter; the existing drop inlet on the NE corner will be relocated due the with widening.
- Additional right-of-way is anticipated on the NE corner and will impact approximately three (3) parcels.
- It is assumed the traffic control will consist of lane tapers and assumes all four lanes on 17th Street will remain open during peak hours with an allowance for reduction to a minimum of one lane each direction during off-peak. It is not anticipated the intersection will be closed however, in the event it is, it will only be allowed at nights and Sundays.

19th and Leslie



- Reconstruct profile grade of 19th St to flatten the steep grade approaching the RXR crossing from the east.
- Reconstruct pedestrian ramps and sidewalk on the SE and SW corners of the intersection of Leslie Ave.
- The western limits will terminate at the existing valley gutter at Yellowstone, roadway improvements to Yellowstone are not included in this scope of work.
- The drainage will be perpetuated within the existing/reconstructed curb and gutter; the existing drop inlets on the NE and SE corners will be reconstructed in their original location as part of the curb return reconstruction.

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- Additional right-of-way is not anticipated at this intersection and is not included in this Scope of Work.
- It is assumed the traffic control will consist of closing the intersection to traffic and a detour plan will be developed.

Project Wide

- Install pavement markings and signage, as necessary, to support the proposed improvements.
- Existing utilities located within the project limits will be relocated or adjusted as necessary to accommodate the proposed improvements, at utility company expense.

PROJECT ASSUMPTIONS

- No storm drain analysis is anticipated in this scope of work. The existing storm drain patterns will be perpetuated, and storm drain design is limited to removing/relocating existing drop inlets as needed to accommodate the proposed improvements.
- It is anticipated the City complete all railroad coordination for this project.
- It is assumed no work will be required to the existing railroad tracks or concrete planking.
- It assumed the City will complete the right-of-way negotiations for this project and are not included in this scope of work.

PROJECT DEVELOPMENT

This is a Federally funded Local Highway Safety Improvement Program (LHSIP) Project, sponsored by the City and will be completed as an Abbreviated Project. The project will follow the Abbreviated Project Development Procedures, Section 315.17 of the ITD Design Manual and the LHTAC LHSIP design process. Our scope of work includes the following assumptions:

- Plans will be prepared using ITD 11x17 sheets. Construction plans will be developed to ITD's standards utilizing a 1"=40' scale for the plan sheets, utilizing AutoCad.
- For consistency, all project documents will be submitted directly to LHTAC and the City for distribution to other reviewing agencies.

PROJECT SCOPE OF WORK

This section provides a description of the level of effort and deliverables associated with each task to complete the Scope of Work.

TASK 1 PROJECT MANAGEMENT

This task consists of general project coordination with the City and LHTAC throughout the project and preparation of monthly invoices.

Task 1.1 Project Coordination

This task includes progress meetings, informal reviews, and general coordination with the City and LHTAC staff and Subconsultants, as required during the project. The deliverables for the meetings will be to

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prepare and submit meeting minutes within three business days following the meeting.

Task 1.2 Prepare Monthly Invoices

Monthly invoices will include the ITD 771 – Monthly Progress Report, the current Professional Service Authorization (PSA), Monthly Status Form, updated milestones and a cover letter summarizing the work progress and budget status as depicted on the monthly schedule, backup/supporting documentation and percent complete of lump sum budget. Invoices will be submitted to LHTAC for review and approval and then forward to the City for payment.

TASK 2 PROJECT CHARTER

This task consists of attending the Pre-Project Conference and preparing the Project Charter.

Task 2.1 Pre-Project Conference (Video or Conference Call)

Precision Engineering will attend the Pre-Project Conference meeting via Video meeting or conference call and prepare notes summarizing the meeting. The deliverables for this task consist of:

- Meeting Notes

Task 2.2 Prepare Project Charter and Material Memo (LHTAC)

LHTAC to complete the Project Charter. Precision will review the Draft Charter and review the material memo included in the approved Project Charter package and provide revisions as needed as the design progresses.

TASK 3 FIELD SURVEY (Sawtooth Land Surveying)

Field Survey: Sawtooth Land Surveying will perform the topographic survey and field surveys for this project. Sawtooth Land Surveying shall coordinate all work with Precision. Meetings will be held as necessary to discuss and resolve survey issues that may arise.

Project limits shall be defined as indicated as followed:

- A corridor approximately hundred and ten (110) feet wide (minimum of 10-ft beyond back of sidewalk), centered on 17th Street west of Rollandet Ave.
- A corridor approximately hundred and ten (110) feet wide (10-ft beyond back of sidewalk on the south side and 40-ft beyond the back of sidewalk on the north side) of 17th Street east of Rollandet Ave.
- A corridor approximately eighty (80) feet wide (minimum of 10-ft beyond back of sidewalk), centered on Rollandet Ave.
- A corridor approximately eighty (80) feet wide (minimum of 10-ft beyond back of sidewalk, face of building or edge of pavement), centered on 19th Street.
- A corridor approximately eighty (80) feet wide (minimum of 10-ft beyond back of sidewalk), centered on Leslie Ave.

- Additional survey width may be required to identify property features (i.e. fence lines) along project corridor. Features will be surveyed beyond the fence lines where feasible and relevant to the project and will be included in right of entry letters. Storm drain inlets at the intersection corners will have pipe information recorded.

- Limits of the topographic survey for the 17th Street and Rollandet Ave intersection are as follows:
    - 300-ft on the west leg of 17th Street from the intersection of Rollandet Ave (to the RXR overpass).
    - 450-ft on the east leg of 17th Street from the intersection of Rollandet Ave.
    - 150-ft on the south leg of Rollandet Ave from the intersection of 17th Street
    - 250-ft on the north leg of Rollandet Ave from the intersection of 17th Street
- Limits of the topographic survey for the 19th Street and Leslie Ave intersection are as follows:
    - 150-ft on the west leg of 19th Street from the intersection of Leslie Ave (west to the centerline/crown of Yellowstone Way and approximately 50-ft either direction of the curb return of 19th St on Yellowstone Way).
    - 200-ft on the east leg of 19th Street from the intersection of Leslie Ave.
    - 200-ft on the south leg of Leslie Ave from the intersection of 19th Street

The survey shall consist of the following tasks:

- Locate and tie existing monumentation for use as horizontal control for project stationing and future monument replacement. This will also provide compliance with Idaho Code 55-1613. - Monuments disturbed by construction activities – Procedure – Requirements
- Tie existing edge of pavement at angle points or other direction changes, width changes, and at 50-foot intervals as required for production of grade books.
- Tie DI's, water valves, manholes, visible property corners, and roadway monuments, etc.
- Tie roadside signs.
- Survey existing pavement markings within roadway.
- Survey fences, trees, visible utilities, buildings, irrigation structures, etc. within the specified survey limits.
- Tie vertical control and provide one temporary bench mark per leg (total of 4).
- Sawtooth Land Surveying will convert all mapping and topography to electronic data files and format to be compatible with AutoCad.
- The survey control will be Idaho state plane east zone scaled to ground using an appropriate combined scale factor of 1.000277265 applied at 0,0 and shall be determined using an OPUS solution defined at one base station. The vertical datum will be NAVD88, GEOID18 also based on the OPUS solution of the base station.

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- City of Idaho Falls will review and approve the right of entry prepared by Sawtooth Land Surveying for delivery to property owner.
- All original field notes and computer files shall become the property of City of Idaho Falls
- No paper copies of the base map will be provided.

Products and Deliverables

- Right of Entry letters prepared and delivered to City of Idaho Falls for review and approval. After City of Idaho Falls approval, the letters shall be delivered to the property owners by Sawtooth Land Surveying at least five business days before survey activities begin.
- Topography map and survey data for the project
- Digital terrain model of existing ground
- Topographic mapping and contour base map sufficient for the design of roadway and intersection improvements
- Base Map of Existing Utilities (created from maps provided by utility companies and Digline information)
- Base Map of Right of Way and total ownership information
- Survey data will be submitted in CAD and .txt format.

Right-of-Way Survey: Right-of-way lines and property ownership will be established within the project corridor.

Right-of-Way determination shall consist of:

- Research records of surveys, subdivision plats, assessor records, last deed of record, right-of-way maps, etc.
- Conduct control surveying in order to establish and verify the property lines and right-of-way of the parcels within the project limits.
- Survey applicable section corner, right of way, and property corner monumentation.

Products and Deliverables

- Existing right-of-way and property ownership base map (including all private and utility easements where information is available)

Assumptions

- Traffic control plan and site lane closures will be provided by Idaho Traffic Safety and submitted to the City for approval. It is assumed that no fees will be associated with a ROW permit for this work.
- All Survey-related fieldwork will be performed when there is no snow (or ice) on the ground.
- Dig Line will be contacted for a utility mark out and will be expected to perform. These paint marks indicating the existence of underground utilities will be measured by Sawtooth and added to the base drawing.
- Right-of-way is anticipated with this project; therefore, this scope of work includes legal descriptions for a total of 4 parcels, including staking, setting pins, and a Record of Survey
- Title Reports will be requested by the City and provided to Sawtooth under this Scope of Work

- Precision will request and provide utility facility maps

TASK 4 ENVIRONMENTAL EVALUATION

LHTAC will complete the environmental document in-house. Precision Engineering will assist LHTAC with information and/or an exhibit of the intersections. A plan sheet of all the intersection will be provided, as needed, to complete the environmental document. Precision will prepare the LHTAC PPP Template (Form 2788).

TASK 5 MATERIAL DESIGN SUMMARY AND WAIVER

LHTAC will complete the Material Summary (Memo 17b) for 17th and Rollandet. Precision Engineering will assist LHTAC as needed. Precision will prepare a Geotechnical Waiver for 19th and Leslie intersection to request the use of the existing City typical section or recently prepare materials report utilized on a recent LHSIP project in Idaho Falls.

TASK 6 PRELIMINARY DESIGN

This task includes preparation of a Preliminary Design display and construction cost estimate for review and comment.

Task 6.1 Prepare Design Files

Precision Engineering will prepare the base map, based on the topo survey and additional information as needed to set up project files.

Task 6.2 Prepare Preliminary Design Display and Estimate

Precision Engineering will prepare a preliminary layout for the City and LHTAC depicting the proposed improvements. This will be used to ensure the direction of the design meets the proposed purpose and need of the project before completing the final design submittal. It is assumed the discussion of the displays will be conducted by phone or virtual meeting.

The deliverable for this task consists of:

- 1 – 17th and Rollandet: Preliminary Intersection Horizontal Design Display, provided in PDF format
- 1 – 19th and Leslie: Preliminary Intersection Horizontal and Profile Design Display, provided in PDF format
- Preliminary Cost Estimate in Excel/PDF format

TASK 7 FINAL DESIGN

This task consists of preparation of the plans, special provisions, construction cost estimate and contract time determination for Final Design Review and PS&E submittals.

Task 7.1 Utility Coordination

Precision Engineering will coordinate with local utility companies to obtain their facility mapping and to identify potential conflicts. The deliverables for this task consist of:

- Copies of Utility Submittal Letters
- Copies of all information and documents received from the Utilities

- Preparation of utility waiver documents if needed.

Task 7.2 Prepare Final Roadway Design

Precision Engineering will develop the geometry and design the Final intersection improvements based on the approved Preliminary layout.

Task 7.3 Prepare Final Roadway Design and Plan Sheets (16 Sheets)

Precision Engineering will perform final roadway design and drafting in accordance with ITD standards of the following deliverables in this task:

- 1 – Title Sheet
- 1 – Project Clearance Summary Sheet
- 1 – Survey Control Sheet
- 1 – Roadway Summary Sheet
- 2 – Typical Section Sheet
- 3 – Roadway Plan and Profile Sheets
- 2 – Grading Detail Sheets
- 2 – Roadway Detail Sheets
- 3 – Utility Plan Sheets

Task 7.4 Prepare Final Traffic Design and Plan Sheets (7 Sheets)

Precision Engineering will perform final traffic design and drafting in accordance with ITD standards of the following deliverables in this task:

- 3 – Pavement Markings and Signing Sheets
- 3 – Construction Traffic Control Plan Sheets
- 1 – Pedestrian Routing Phasing Plan Sheet

Task 7.5 Prepare LHTAC PPP Template (Form 2788)

This project is NOT expected to disturb more than an acre, and the preparation of a SWPPP is not included in this scope of work. However, in keeping with construction best management practice Precision will prepare the LHTAC PPP Template (Form 2788). The deliverables for this task consist of:

- Completed LHTAC PPP Template (Form 2788)

Task 7.6 Prepare Special Provisions

Precision Engineering will prepare the Special Provisions (Bid Proposal) and the Contract Time Determination Schedule for the project. The deliverables for this task consist of:

- Special Provisions to the 2018 ITD Specs with 2019 Supplementals and the 2020 QCQA Manual
- Contract Time Determination Schedule

Task 7.7 Prepare Construction Cost Estimate

Precision Engineering will calculate the estimated quantities and prepare an engineer's construction cost estimate for the project. The unit costs will be based on the most current ITD Average Unit Price report. The deliverable for this task consists of:

- Engineer's Construction Cost Estimate in Estimator Format

Task 7.8 Internal Review and Prepare Final Design Review Submittal

Precision Engineering will perform an internal review of the entire final design review package (plans, special provisions and construction cost estimate) prior to submitting for Final Design Review. We will perform revisions from the internal review and prepare the plans, special provisions and construction cost estimate for the formal Final Design Review submittal to the City and LHTAC.

Task 7.9 Final Design Review Meeting

Precision Engineering will coordinate and attend the Final Design Review Meeting (it is anticipated this meeting will be teleconferenced) and prepare meeting notes that summarize the review comments obtained from the meeting and from the marked-up plans, special provisions and estimate. The deliverable for this task consists of:

- Summary of Final Design Review Comments

Task 7.10 Prepare PS&E Submittal

Precision Engineering will revise the plans, special provisions and estimate as necessary to address the Final Design Review comments. The following submittals will be provided in electronic format to LHTAC and the City, no hard copies to be provided:

- Stamped and Signed Plans Set (PDF format)
- Construction Cost Estimate (Estimator format)
- Special Provision (Word format)
- Contract Time Determination (PDF format)
- Final Design Review Comment Matrix (PDF format)
- LHTAC PPP Template

Task 7.11 Address Review Comments

Precision Engineering will revise the plans, special provisions and estimate as necessary to address the PS&E Review comments.

Task 7.12 Prepare Resident's File

Precision Engineering will prepare a summary of the status of project information and attach appropriate project documents for inclusion in the Resident's File. The list of data included will be based on Section 920.04 of the ITD Design Manual. The deliverable for this task consists of:

- Resident Engineer's File

TASK 8 RIGHT-OF-WAY PLANS

This task consists of preparing right-of-way plans

Task 8.1 Prepare Right-of-Way Plans

We will prepare the official Right-of-Way Plans for the project showing the property to be purchased and temporary and permanent easements. The drawings will be in accordance with ITD standards at a scale of 1" = 40' for

size 11” by 17” sheets. Legal descriptions will not be prepared for temporary easements.

The deliverables for this task consist of:

- 1 – ROW Title Sheet
- 1 – Color Total Ownership Map Sheet
- 1 – Color Right-of-Way Plan Sheet
- Legal Descriptions (Sawtooth Land Surveying, Task 3)

Task 8.2 Address Review Comments

We will address the review comments and submit the final Right-of-Way Plans and legal descriptions.

TASK 9 PUBLIC INVOLVEMENT (Not Required)

It is assumed this project will receive a public hearing waiver.

PRECISION COST SUMMARY WORKSHEET
INT 17TH ST & ROLLANDET, IDAHO FALLS
PROJECT NO. A022(005) | KEY NO. 22005

SUMMARY ESTIMATED MAN-DAY COSTS

	Man-Days		Man-Hours		Hrly Rate		Raw Labor Cost
Joel Grounds, PE (Principal Engineer)	23.00	=	184	@	$ 90.09	=	$ 16,576.56
Kevin Kingsbury, PE (Project Engineer)	42.75	=	342	@	$ 38.00	=	$ 12,996.00
				DIRECT LABOR COSTS		**=**	**$ 29,572.56**

PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Direct Labor		Overhead		
$29,572.56	X	**91.96%**	=	$ 27,194.93

GENERAL AND ADMINISTRATIVE OVERHEAD

Direct Labor		FCCM		
$0.00	X	**0.00%**	=	$ -

NET FEE

Profit		
13.5%	=	$ 7,663.61

TOTAL LABOR (LUMP SUM)	**= $64,431.10**

OTHER DIRECT COSTS

	Amount	Unit Cost	

SUBCONSULTANTS

Sawtooth Land Surveying		**$21,291.08**
SUBCONSULTANT TOTAL COST		**$21,291.08**

TOTAL (LUMP SUM)	**$85,722.17**

MAN-HOUR ESTIMATE
INT 17TH ST & ROLLANDET, IDAHO FALLS
PROJECT NO. A022(005) | KEY NO. 22005
June 18, 2020

			HOURS Joel G	HOURS Kevin K	TOTAL HOURS
TASK 1	**PROJECT MANAGEMENT**				
	1.1 Project Coordination		44		44
	1.2 Prepare Monthly Invoices		8		8
		TASK 1 HOURS	**52.0**	**0.0**	**52.0**
		TASK 1 MAN-DAYS	**6.5**	**0.0**	**6.5**
TASK 2	**PROJECT CHARTER**				
	2.1 Pre-Project Conference		2		2
	2.2 Review Concept Report (LHTAC)		2		2
		TASK 2 HOURS	**4.0**	**0.0**	**4.0**
		TASK 2 MAN-DAYS	**0.5**	**0.0**	**0.5**
TASK 3	**FIELD SURVEYS (Sawtooth Land Surveying)**				
	3.1 Survey Correspondence		16		16
		TASK 3 HOURS	**16.0**	**0.0**	**16.0**
		TASK 3 MAN-DAYS	**2.0**	**0.0**	**2.0**
TASK 4	**ENVIRONMENTAL EVALUATION (LHTAC)**				
	4.1 Environmental Correspondence		8		8
		TASK 4 HOURS	**8.0**	**0.0**	**8.0**
		TASK 4 MAN-DAYS	**1.0**	**0.0**	**1.0**
TASK 5	**MATERIAL DESIGN SUMMARY (LHTAC)**				
	5.1 Prepare Geotechnical Summary and Waiver		2	6	8
		TASK 5 HOURS	**2.0**	**6.0**	**8.0**
		TASK 5 MAN-DAYS	**0.3**	**0.8**	**1.0**
TASK 6	**PRELIMINARY DESIGN**				
	6.1 Prepare Design Files		14	44	58
	6.2 Prepare Preliminary Horiz and Vert Design Display and Estimate		8	20	28
		TASK 6 HOURS	**22.0**	**64.0**	**86.0**
		TASK 6 MAN-DAYS	**2.8**	**8.0**	**10.8**
TASK 7	**FINAL DESIGN**				
	7.1 Utility Coordination		2		2
	7.2 Prepare Final Roadway Design		2	16	18
	7.3 Prepare Final Design & Plan Preparation (16 Sheets)				
	Title Sheet (1)			2	2
	Project Clearance Summary Sheet (1)			6	6
	Survey Control Sheet (1)			1	1
	Roadway Summary Sheet (1)		2	8	10
	Typical Section Sheet (2)		2	8	10
	Plan and Profile Sheets (3)		6	30	36
	Grading Detail Sheets (2)		4	16	20
	Roadway Details Sheet (2)		6	30	36
	Utility Plan Sheets (3)		2	12	14
	7.4 Final Traffic Design and Plan Preparation (7 Sheets)				
	Pavement Markings and Signing Sheets (3)		6	12	18
	Construction Traffic Control Plan Sheet (3)		2	8	10
	Pedestrian Routing Phasing Plan Sheet (1)		1	8	9
	7.5 Final Erosion and Sediment Control				
	ITD-2788 Form - Erosion and Sediment Control Plan			4	4
	7.6 Prepare Special Provisions		6	12	18
	7.7 Prepare Construction Cost Estimate		6	12	18
	7.8 Internal Review and Prepare Final Design Review Submittal			2	2
	7.9 Final Design Review Meeting		3	5	8
	7.10 Prepare PS&E Submittal		20	40	60
	7.11 Address PS&E Review Comments			2	2
	7.12 Resident's File			4	4
		TASK 7 HOURS	**70.0**	**238.0**	**308.0**
		TASK 7 MAN-DAYS	**8.8**	**29.8**	**38.5**
TASK 8	**RIGHT-OF-WAY PLANS**				
	8.1 Prepare Right-of-Way Plans		8	24	32
	8.2 Address Review Comments and Submit Finalized ROW Plans		2	10	12
		TASK 8 HOURS	**10.0**	**34.0**	**44.0**
		TASK 8 MAN-DAYS	**1.3**	**4.3**	**5.5**
TOTAL HOURS			**184.0**	**342.0**	**526.0**
TOTAL MAN-DAYS			**23.0**	**42.8**	**65.8**

Sawtooth Land Surveying, LLC

PROJECT NAME INT 17th St. and Rollandet

PROJECT NUMBER A022(005)

KEY NUMBER 22005

A. SUMMARY ESTIMATED MAN-DAY COSTS

		Man-Days		Man-Hours		Hrly Rate		Raw Labor Cost
1	Carl Porter, PLS	0	=	0	@	$62.50	= $	-
2	Jeff Beagley, PLS	0	=	20	@	$50.32	= $	1,006.40
3	Coy Chapman PLS	0	=	0	@	$36.05	= $	-
4	Kevin Borah, PLS	0	=	0	@	$50.00	= $	-
5	Mark Duffner, PLS	0	=	0	@	$48.07	=	
5	Gus Porter	0	=	8	@	$62.50	= $	500.00
6	Marcus Beagley	0	=	0	@	$48.07	= $	-
7	Andrew NaPier	0	=	0	@	$28.00	= $	-
8	Nick Bennett	0	=	33	@	$27.00	= $	891.00
10	Fred Jones	0	=	0	@	$18.00	= $	-
11	Amy McCoy	0	=	0	@	$20.00	= $	-
12	Bill Dawson	0	=	52	@	$40.86	= $	2,124.72
13	Steven Burgess	0	=	0	@	$18.00	= $	-
14	Jacob Gates	0	=	0	@	$25.00	= $	-
15	Jack Sathe	0	=	0	@	$22.50	= $	-
16	Tim Worley	0	=	0	@	$21.50	= $	-
17	Lakotah Henry	0	=	0	@	$16.00	= $	-
18	Jake Sevy	0	=	0	@	$20.00	= $	-
19	Trevor Byington	0	=	0	@	$17.00	= $	-
20	Dustin Helm	0	=	0	@	$20.00	= $	-
21	Gary Milburn	0	=	0	@	$17.50	= $	-
22	Tate St. Claire	0	=	52	@	$25.00	= $	1,300.00
23	Chris Waters	0	=	0	@	$17.00	= $	-
24	Candi Heavrin	0	=	4	@	$25.00	= $	100.00
25	Molly Bemis	0	=	0	@	$16.00	= $	-
			TOTAL RAW LABOR COST				**=**	**$5,922.12**

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost		Approved Overhead Rate		
$5,922.12	X	**115.76%**	=	**$6,855.45**

C. NET FEE

Total Raw Labor & Overhead		NET FEE***		
$12,777.57	X	**12.00%**	=	**$1,533.31**

D. FCCM

Total Raw Labor Cost		Approved FCCM Rate	
$5,922.12	X	**4.35%**	**$257.61**

TOTAL LABOR **$14,568.49**

E. OUT-OF-POCKET EXPENSE SUMMARY

		Estimated Amount		Unit Cost		Estimated Expense
1	* MILEAGE (miles)	354	@	$ 0.580	= $	205.32
2	AIR TRAVEL		@	$ -	= $	-
3	* LODGING (Days)	6	@	$ 95.00	= $	570.00
4	* MEALS (Days)	6	@	$ 51.00	= $	306.00
5	Global Positioning System (GPS)	3	@	$ 29.99	= $	89.97
6	3D Scanner (LiDAR)		@	$ 95.34	= $	-
7	Robotic Total Station	2	@	$ 23.65	= $	47.30
	TOTAL ESTIMATED EXPENSE				**= $**	**1,218.59**

F. SUBCONSULTANTS

1	Idaho Traffic Safety	**	= $	5,504.00
2		**	=	

TOTAL = $21,291.08

* As per the "FEDERAL PER DIEM RATES FOR IDAHO"

** See attached Subconsultant's Summary

*** Negotiated % Fee

CONSULTANT: Sawtooth Land Surveying, LLC

PROJECT: INT 17th St. and Rollandet
KEY NO.: 22005

A			B							
TASK NUMBER			**TASK DESCRIPTION**	PLS (Jeff) $50.32/hr	Field Crew Chief (Bill) $37/hr	Field Technician (Tate) $25.00/hr	Project Manager (Gus) $62.50/hr	CAD/Office Tech I (Nick) $27.00/hr	Admin (Candi) $25.00/hr	Total
3			**Field Survey**							
			Establish Project Control		7	7				14.00
			Research/ROE Letters	5						5.00
			Field Reconnaissance		9	9				18.00
			Level Control		8	8				16.00
			Control Compilation	2				6		8.00
			Topographic and Existing Features Survey		28	28				56.00
			Base Map (Monuments, Alignment, RW, PLSS Section)	5				20		25.00
			DTM Surface File	2				6		8.00
			CSV POINT FILE					1		1.00
										-
			Admin	6			8		4	18.00
										-
			Task 1 Total Hours	20.00	52.00	52.00	8.00	33.00	4.00	169.00
			Total Base Contract	**$1,006.40**	**$1,924.00**	**$1,300.00**	**$500.00**	**$891.00**	**$100.00**	**$5,221.40**
			Total Contract Amount							**$5,221.40**

CONSULTANT: Sawtooth Land Surveying, LLC

PROJECT: INT 17th St. and Rollandet
KEY NO.: 22005

E. OUT-OF-POCKET EXPENSE SUMMARY

		Estimated Amount		Unit Cost		Estimated Expense
1	* MILEAGE (miles)	354	@	$ 0.580	=	$ 205.32
2	AIR TRAVEL		@	$ -	=	$ -
3	* LODGING (Days)	6	@	$ 95.00	=	$ 570.00
4	* MEALS (Days)	6	@	$ 51.00	=	$ 306.00
5	al Positioning System (	3	@	$ 29.99	=	$ 89.97
6	3D Scanner (LiDAR)		@	$ 95.34	=	$ -
7	Robotic Total Station	2	@	$ 23.65	=	$ 47.30
		TOTAL ESTIMATED EXPENSE			=	**$ 1,218.59**

F. SUBCONSULTANTS

1	Idaho Traffic Safety	**	=	**$ 5,504.00**
2		**	=	

Total Direct Expences $ 6,722.59

Quote

IDAHO TRAFFIC SAFETY
3400 East Sunnyside Road
Idaho Falls, Id 83406

Fax: (208) 522-6521 | Phone: (208) 522-4470

Date:	5/15/2020	Number of pages including this cover sheet:	1
Regarding:	Sawtooth Land Surveying		

Traffic Control Equipment: 1 ls $ 2,500.00

Includes: Drums, candles, signs, type 3 barricades, initial delivery & set up, and final takedown.

Labor: Assumed 2 flaggers at 52 hrs each (104 hours) for flagging and 10 hours for Controller =$3,004.00

Traffic Controller $ 30.00 / hr. / ea.

Traffic Control Total = $5,504.00

Flagger $ 26.00 / hr. / ea.

Minimum 4 hours charged when flaggers are requested.

IDAHO FALLS

MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, August 18, 2020
RE: Bid IF-20-O, Purchase AT40-G Bucket Truck for Idaho Falls Power

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

Accept and approve the quote received from Altec Industries, Inc. from the General Services Administration (GSA) Contract # GS-30F-026GA for a total of $157,602.00 or take other action deemed appropriate.

Description, Background Information & Purpose

This purchase will replace unit #3040, a 2012 Ford F-550 bucket truck scheduled for replacement.

Relevant PBB Results & Department Strategic Plan



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The purchase of the AT-40-G bucket truck supports the reliable public infrastructure and transportation community-oriented results by acquiring or replacing equipment required in the field.

Interdepartmental Coordination

Idaho Falls Power has requested the advanced purchase from centralized purchasing to mitigate build date delays occurring in the heavy equipment industry.

Fiscal Impact

Funds for the AT40-G bucket truck are budgeted within the 2020/21 Idaho Falls Power Municipal Equipment Replacement Fund (MERF) for a total of $150,000. Idaho Falls Power has opted not to replace unit #3003 at this time to cover the budget overage of $7,602.00 to purchase this replacement unit.

Legal Review

Legal concurs the Council action desired is within State Statute.

Altec Industries, Inc.

Reference Solicitation Number:
Opportunity Number: 1572020
Quotation Number: 703592-1
GSA Contract #: GS-30F-026GA

GSA Piggyback **Date:** 7/23/2020
Quoted for: City of Idaho Falls
Customer Contact:
Phone: XXX-XXX-XXXX **Email:**

Quoted by: Brooklyn Russell
Phone: 270-505-1691 **Fax:** 270-360-0601 **Email: brooklyn.russell@altec.com**
Altec Local Account Manager: Mike Mattson

REFERENCE ALTEC MODEL

AT37-G	Articulating Telescopic Aerial Device (Insulated)	$ 106,897

Per GSA Specifications in GSA Catalog plus Options below

(A.) GSA OPTIONS ON CONTRACT *(Unit)*

1	**AT37-G-US40**	40' Boom Height (AT40-G)	$2,163
2	**AT37-G-ISO**	ISO boom - MUST QUOTE for 40' boom height (n/a on base model)	$3,808
3	**AT37-G-DODGE**	Dodge Chassis	$2,740

(A1.) GSA OPTIONS ON CONTRACT *(General)*

1	**CP**	Custom Paint Color	$15,000
2	**LED**	LED COMPARTMENT LIGHTS in Body Compartments (Strip Style)	$714
3	**RW**	Rear Window Guard	$266
4	**CH**	Cone Holder, Post Style	$271
5	**LR**	Ladder Rack	$619
6	**VCAM**	VIDEO BACK UP CAMERA	$823
7	**PSWI**	PURE SINE WAVE INVERTER.1800 Watts Continuous. GFCI Outlet At Rear.	$2,507
8	**SPOT3**	FOUR (4) POINT STROBE SYSTEM (LED)	$550
9	**DLB**	Directional Light Bar	$1,399
10	**EH**	Engine Block Heater	$99
11	**PW**	Power Windows and Door Locks	$960
12	**AWD-LD**	All Wheel Drive - Light Duty Chassis	$5,158
13	**RM6**	MIRRORS-EXTERIOR SIDEVIEW HEATED AND REMOTE CONTROLLED	$562
		GSA OPTIONS TOTAL:	**$144,536**
		GSA Piggyback Surcharge:	$1,000

(B.) OPEN MARKET ITEMS

1	**UNIT**	Static Drain, Toe Space, Unit Strobe	$881
2	**UNIT & HYDRAULIC ACC**		
3	**BODY**		
4	**BODY & CHASSIS ACC**	E-track and Hooks, Wire Stand, Window Tint	$2,508
5	**ELECTRICAL**	Cargo Lights, Halogen and SB2B-1L048-D Spot Lights	$6,141
6	**FINISHING**	Gatorhyde on Front of Body	$1,390
7	**CHASSIS**	2021 Dodge 5500 4x4 ilo Stock Chassis	$1,146
8	**OTHER**		
9	**DELIVERY**		Included
		OPEN MARKET ITEMS TOTAL:	**$12,066**
		TOTAL FOR UNIT/BODY/CHASSIS:	**$157,602**

(C.) OPTIONAL ITEMS (items are not included in total above - ADD as required)

1			

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified by solicitation.
WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty (May vary based on product quoted). Parts only warranty on mounted equipment for overseas customers. Chassis to include standard warranty, per the manufacturer. Chassis OEM to provide warranty support directly to customer. Extended warranty coverages available upon request.
TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.
CHASSIS: Per Altec Commercial Standard
FET TAX: If chassis over 33K lbs. GVWR, 12 % FET is applicable.
DELIVERY: No later than **360-390** days ARO, unless Expedited Delivery options have been discussed with your Altec Account Manager. FOB Customer Location, unless otherwise stated in Quote.
TERMS: Net 30 days
STOCK UNIT OPTIONS: Stock unit options are subject to prior sale. If interested, please notify your Altec Account Manager within 7-business days of this quote to secure.
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls on Insulated Aerials for Extra Protection, Limited Lifetime Warranty on Structural Components for Aerials and Diggers, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY® Safety Certification CBT, Dedicated Government Account Manager(s), On-Site Operator Orientation with every Awarded Contract.
TRADE-IN: Equiptment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.
CONTRACTOR CODE CAGE: 1CER8 - Corporate - Birmingham, AL
BUILD LOCATION CAGE: 670S8 - Elizabethtown, Kentucky

IDAHO FALLS

MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, August 18, 2020
RE: Bid IF-20-P, Purchase of Hydraulic Derrick for Idaho Falls Power

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

Accept and approve the quote received from Altec Industries, Inc. from General Services Administration (GSA) Contract # GS-30F-026GA for a total of $197,404.00, or take other action deemed appropriate.

Description, Background Information & Purpose

This purchase will replace unit #3022, a 2009 EZ Hauler Digger Derrick scheduled for replacement.

Relevant PBB Results & Department Strategic Plan



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The purchase of the hydraulic derrick supports the reliable public infrastructure and transportation community-oriented result by acquiring or replacing equipment required in the field.

Interdepartmental Coordination

Idaho Falls Power has requested the advanced purchase from centralized purchasing to mitigate build date delays occurring in the heavy equipment industry.

Fiscal Impact

Funds for the hydraulic derrick are budgeted within the 2020/21 Idaho Falls Power Municipal Equipment Replacement Fund (MERF) for a total of $150,000. Idaho Falls Power has opted not to replace unit #3003 at this time to cover the budget overage of $47,404.00 to purchase this replacement unit.

Legal Review

Legal concurs the Council action desired is within State Statute.

Altec Industries, Inc.

Reference Solicitation Number:
Opportunity Number: 1572049
Quotation Number: 703679
GSA Contract #: GS-30F-026GA

GSA Piggyback **Date:** 7/15/2020
Quoted for: CITY OF IDAHO FALLS
Customer Contact: DAVE NELSON
Phone: **Email:**

Quoted by: VICKIE BELL
Phone: **Fax:** **Email:** vickie.bell@altec.com
Altec Local Account Manager: MIKE MATTSON

REFERENCE ALTEC MODEL

DB41	41' Digger Derrick - Tracked Backyard	$ 173,266

Per GSA Specifications in GSA Catalog plus Options below

(A.) GSA OPTIONS ON CONTRACT *(Unit)*

1	**DB41-TRLR**	Trailer for base model	$15,181
2			

(A1.) GSA OPTIONS ON CONTRACT *(General)*

1			
2			
3			
4			
5			

GSA OPTIONS TOTAL: **$188,447**
GSA Piggyback Surcharge: $1,000

(B.) OPEN MARKET ITEMS

1	**UNIT**	5 ft Personnel Jib (for Additional Platform Height)	$911
2	**UNIT & HYDRAULIC ACC**	8 FT MATERIAL HANDLING JIB	$1,435
3	**BODY**	Isolating Material Handling Jib with Winch (for Use in Platform)	$3,440
4	**BODY & CHASSIS ACC**	Nylon Outrigger pads, yellow, 18" x 18" x .63" with handle, quantity four (4)	$630
5	**ELECTRICAL**	Turf Protection Pads, quantity four (4). Includes Trailer Storage	$1,297
6	**FINISHING**	Upgrade for Radio Remote with HOP Light	$244
7	**CHASSIS**		
8	**OTHER**		
9	**DELIVERY**		Included

OPEN MARKET ITEMS TOTAL: **$7,957**

TOTAL FOR UNIT/BODY/CHASSIS: **$197,404**

(C.) OPTIONAL ITEMS (items are not included in total above - ADD as required)

1			
2			
3			
4			
5			

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified by solicitation.
WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty (May vary based on product quoted). Parts only warranty on mounted equipment for overseas customers. Chassis to include standard warranty, per the manufacturer. Chassis OEM to provide warranty support directly to customer. Extended warranty coverages available upon request.
TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.
CHASSIS: Per Altec Commercial Standard
FET TAX: If chassis over 33K lbs. GVWR, 12 % FET is applicable.
DELIVERY: No later than **xxx** days ARO, unless Expedited Delivery options have been discussed with your Altec Account Manager. FOB Customer Location, unless otherwise stated in Quote.
TERMS: Net 30 days
STOCK UNIT OPTIONS: Stock unit options are subject to prior sale. If interested, please notify your Altec Account Manager within 7-business days of this quote to secure.
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls on Insulated Aerials for Extra Protection, Limited Lifetime Warranty on Structural Components for Aerials and Diggers, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY® Safety Certification CBT, Dedicated Government Account Manager(s), On-Site Operator Orientation with every Awarded Contract.
TRADE-IN: Equiptment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.
CONTRACTOR CODE CAGE: 1CER8 - Corporate - Birmingham, AL
BUILD LOCATION CAGE:
GENERAL CONTACT/INQUIRIES:

IDAHO FALLS

MEMORANDUM

FROM: Pam Alexander, Municipal Services Director

DATE: Wednesday, August 19, 2020

RE: Bid IF-20-Q Bituminous Plant Mix (Hot Asphalt) for Public Works

Council Action Desired

☐ Ordinance ☒ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

Accept and approve the lowest quote received from HK Contractors from the State of Idaho Bid #ITB19000681 for a total of $200,000.

Description, Background Information & Purpose

This purpose of this request is to piggyback through the State of Idaho Bid to purchase approximately 3,000 tons of asphalt hot mix for Public Works, Streets Division to be used in the year 25 July 2020 to 24 July 2021. As a point of reference, for the time period of 30 June 2019 to 1 July 2020, a total of 2,722.63 tons of hot mix was used at a total cost of $134,988.44.

Relevant PBB Results & Department Strategic Plan



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This purchase supports the reliable public infrastructure and transportation community-oriented result by providing asphalt hot mix for maintaining City streets and parking lots.

Interdepartmental Coordination

Municipal Services and Public Works concur with purchase.

Fiscal Impact

Funds to purchase the asphalt hot mix are budgeted within the 2019/20 and 2020/21 Public Works, Streets Division budgets.

Legal Review

Legal concurs the Council action desired is within State Statute.

HK CONTRACTORS, INC

A CRH COMPANY

July 23, 2020

TO: Purchasing Department
Idaho City and County Municipalities
Areas: Vicinities of Idaho Falls, Ashton, Sugar City, Driggs

RE: Award, State Contract, Bid ITB19000681

HK Contractors, Inc. has been awarded the State of Idaho contract for 4 areas of ITD District 6.

The renewed contract period shall be from July 25, 2020 to July 24, 2021.

HK Contractors, Inc. will extend this pricing and contract period to your municipality. If you are in agreement, please provide a Purchase Order or Letter of Intent and a current Idaho Sales Tax Exempt Certificate.

We value your business and look forward to helping your municipality meet your asphalt and aggregate needs.

Please note that HK Contractors, Inc. is now able to accept credit card payments. We accept Visa, MasterCard, American Express and Discover card payments. Payments can be made either on site at the hot plant or by calling our office at 208-523-6600 or 1-800-290-7371.

Thank you,

Jeff Trosper
General Manager
HK Contractors, Inc.

CITY & COUNTY MUNICIPALITY PRICING:

Willow Creek Hot Plant (Idaho Falls, ID)

¾" Hot Mix	$49.50 per ton
½" Hot Mix	$49.50 per ton
3/8" Hot Mix	$53.30 per ton
CSS-1 Tac Oil	$3.70 per gallon
QPR	$118.00 per ton
Cold Mix	$70.00 per ton

Teton Hot Plant (Teton, ID)

¾" Hot Mix	$59.60 per ton
½" Hot Mix	$59.60 per ton
3/8" Hot Mix	$63.60 per ton

HK Contractors, Inc., A CRH Company
6350 S. Yellowstone Hwy
Idaho Falls, ID 83402

T +1 (208) 523-6600
F +1 (208) 523-6021
www.hkcontractors.com

August 10, 2020 Work Session - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Monday, August 10, 2020, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

Call to Order and Roll Call:
There were present:
Mayor Rebecca L. Noah Casper
Councilmember Michelle Ziel-Dingman
Councilmember John Radford (via WebEx)
Councilmember Thomas Hally
Councilmember Jim Freeman (via WebEx)
Councilmember Jim Francis
Councilmember Shelly Smede

Also present:
Brad Cramer, Community Development Services Director
PJ Holm, Parks and Recreation Director
Dana Kirkham, Funland Committee Chair
David Pennock, Idaho Falls Zoo Executive Director
Tim McCammon, Idaho Falls Zoo Supervisor
Bryce Johnson, Police Chief
Joel Tisdale, Police Captain
Bill Squires, Police Captain
Jeremy Galbreaith, Police Captain
Jessica Clements, Police Public Information Officer
Julie Combe, Human Resources Manager
Pamela Alexander, Municipal Services Director
Ed Morgan, Civic Center for the Performing Arts Manager
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:00 p.m. with the following items:

Acceptance and/or Receipt of Minutes:
It was moved by Councilor Francis, seconded by Councilor Smede, to receive the recommendations from the Planning and Zoning Commission meeting of August 4, 2020 pursuant to the Local Land Use Planning Act (LLUPA). Roll call as follows: Aye – Councilors Smede, Hally, Radford, Dingman, Freeman, Francis. Nay – none. Motion carried.

Calendars, Announcements and Reports
August 12, Elected Officials call with Governor Brad Little
August 13, Idaho Falls Power Board Meeting and City Council Meeting
August 14, Costco Ribbon Cutting
August 17-18, Utah Associated Municipal Power Systems (UAMPS) Meetings

Mayor Casper stated due to a misprint in the newspaper on August 2, the legal threshold for the public hearing for the budget was not met. Therefore, the public hearing for fees will be held on August 13, the public hearing for the budget will be held on August 20, and the final budget approval will occur on August 27. An additional meeting will also be held on August 21 for follow-up budget discussion.

Coronavirus (COVID-19) Update:
Mayor Casper stated Eastern Idaho Public Health (EIPH) has called a meeting for August 10 regarding the COVID pandemic and consideration of orders in several counties. She noted the infection rates over the previous weekend

have required this additional discussion by EIPH. She also noted Bonneville County has strayed into the orange zone. The County many move to the next level if the higher number of cases remains for three (3) consecutive days. Mayor Casper believes the number of cases should be lowering (which is not occurring), mask wearing is not being taken seriously, and social gathering/activities are not being limited. She indicated there will be an additional push from EIPH. She believes, per the Chamber of Commerce, businesses will not survive a second shutdown. This must be taken seriously. Mayor Casper stated additional discussion will occur with department directors regarding masking and City services. She noted there will be a new Slow Our Spread (SOS) campaign.

Liaison Reports and Council Concerns:

Council President Dingman had no items to report.

Councilor Francis had no items to report.

Councilor Hally stated the Idaho Falls Fire Department (IFFD) is working on contractual memos with Bonneville County, Jefferson County, and Bingham County regarding fees; several IFFD individuals and equipment have been deployed for wildland fires; and, the IFFD is waiting to see if the radio system will fall under the criteria for Coronavirus Aid, Relief, and Economic Security (CARES) Act money. Mayor Casper noted the internal process for spending any CARES money is still being reviewed. Councilor Hally also stated the Medicaid expansion could potentially help the ambulance service.

Councilor Smede had no items to report.

Councilor Freeman stated seal coating is continuing on several streets, there is a total of 55 streets receiving seal coating. He also stated Park Avenue is closed for construction.

Councilor Radford had no items to report.

Mayor Casper noted she intends to have a presentation at the August 24 City Council Work Session by School District 91 Superintendent George Boland regarding a school response plan.

Follow-up Discussion regarding Hearing Procedures:

Director Cramer indicated the Planning and Zoning (P&Z) Commission believes staff presentation is far more detailed at the P&Z level than the Council level. He requested Council input regarding the applicant presenting first followed by staff (per the change at the July 30 City Council Meeting). Councilor Francis questioned if the applicant would be able to reappear following any opposition. Director Cramer stated that is part of the normal process. Councilor Hally believes hearing from the applicant first eliminates any in-house bias. He supports the applicant presentation first. Council President Dingman believes there were well-prepared applicants at the July 30 City Council Meeting, however, she believes this may not always be the case. She liked the thoroughness of staff presentation first as there may be discrepancies from the applicant. Per Council President Dingman, Director Cramer stated a guidance document could be prepared. Councilor Radford liked the format, although he believed the letters/emails were a bit prejudicial and they took a long time to read, especially at last minute. Mayor Casper believes there are current testimony issues due to COVID. Director Cramer agreed although he believes any individual attending a public meeting should have the opportunity to be heard as this is part of due process. Mayor Casper questioned expanding the boundary for notification of any public notice beyond the 300 feet of the impacted individuals. Director Cramer would not recommend this. He stated the 300 feet is from State Statute. Councilor Francis believes the Council could analyze the letters better if they are received prior to the meeting. Mayor Casper indicated the agenda outlines a timeframe, although this is not always followed. Director Cramer stated code procedures may need to be adjusted if this process continues.

Funland Update:

Ms. Kirkham expressed her appreciation for the proposed City funds for Funland, she believes this shows a commitment from the Council. She stated committee members include Eric Wright, Carrie Athay, Shauna Crabtree, and Brandon Lee. The committee is looking for two (2) additional members that may have some marketing influence and that may be in the younger demographic. Ms. Kirkham stated signage has been posted at Tautphaus Park indicating Funland is being improved. She distributed the tentative Funland schedule, with activity beginning in 2020 and wrap-up in 2023. The goal is to have a soft opening in 2021 with a grand opening in 2022 as the 75th year anniversary. Ms. Kirkham stated the number one (1) priority for Funland is to ensure the rides are safe. She also

stated the basics will be addressed first. She gave a brief update on the rides, noting the miniature golf will be relocated with potential business sponsors for each hole. Director Holm stated any unsafe items are being removed as needed.

Part IV. Idaho Falls Police Department (IFPD) Policies, Practices, and Procedures on Internal Affairs with Council Q&A - Citizen Review Boards, Citizen Complaint Management, and Internal Investigations:
Chief Johnson stated the IFPD wants to embrace continuous improvement when it comes to citizen complaints. He also stated all internal complaint policies and procedures were reviewed and updated approximately three (3) years ago, this is currently being reviewed again. Chief Johnson stated one (1) of the Core Values of the IFPD is trust. He read the definition of trust, noting trust is both given and received. The IFPD strives for internal trust and community trust. The IFPD wants to know if an officer is not performing to the expected standard so the opportunity to improve is given. Chief Johnson stated policing has changed as it has always been a reflection of society and the values that society holds. He noted the majority of the IFPD officers have less than five (5) years on the job. He is proud of today's IFPD. Chief Johnson stated his primary job is to evaluate and review complaints against officers. He noted there are a handful of reasons for complaints, including a mistake being made (the IFPD cannot correct the mistake if they don't know about it), an individual didn't like the outcome (they think the complaint will change the outcome, IFPD does not get involved in court administration), an individual believes they will get an officer in trouble (for revenge or a past experience), and a difference in perception (adrenalin dump). He stated body cameras have assisted with complaints, and is an invaluable tool for sorting out complaints. Chief Johnson stated the process for the receipt of complaints has changed (a complaint no longer must be signed) with the importance of the substance and information being used for any investigation. Complaints are received by multiple methods.

Chief Johnson stated any complaints for the internal investigation process is broken into two (2) categories, minor/informal and serious/formal. The goal of a minor/informal complaint is performance management and continuous improvement of an officer, which could result in a disciplinary process. This can become a serious/formal complaint if warranted additional information is received, or if there is a history of several minor/informal complaints and the behavior is not changing. Chief Johnson reviewed the serious/formal complaint process, stating the employee can be put on administrative leave pending a possible termination. If a criminal allegation is received, this is referred to an outside agency. An internal investigation will also occur. The packet of facts are reviewed by the captain with recommendations to the chief. The packet is then reviewed by the chief. Chief Johnson stated he works closely with Human Resources and Legal Staff to determine if the complaint is sustained or not sustained (allegation did occur, difference of perception). He noted there are currently 90 officers in different stages of training and approximately six (6) internal investigations per year have occurred in the last three (3) years. He also noted there has been an increase of serious allegations in the previous two (2) months. The draft policy includes improvements for internal investigation – more responsibility for lieutenants, with two (2) levels of supervisory review; and, tracking of minor/informal complaints. This may require new software. Chief Johnson briefly explained potential software packages. Per Mayor Casper, Captain Galbreaith believes this software is affordable (less than $20,000), and additional features could be activated with additional costs. Also per Mayor Casper, Chief Johnson stated each officer complaint would need to be evaluated on a case-by-case basis per the context of the complaint. Per Councilor Hally, Chief Johnson explained which items are included in the personnel file (sustained complaints and formalized praises) versus items included in the performance evaluation. Per Councilor Francis, Chief Johnson stated discussion will be occurring in the near future regarding a Police Foundation. Councilor Radford questioned the internal process for hiring a potential problematic officer. Chief Johnson believes this begins in the pre-employment hiring process. He reviewed the process for hiring an IFPD officer including the training process. He also believes another officer should have the duty to intercede when needed. Per Mayor Casper, Chief Johnson stated the IFPD has been inundated with compliments. He is actively trying to recognize these compliments within the department.

Chief Johnson believes the Idaho Falls model of the Citizens Review Committees (CRC) puts citizens and officers on the same side to work together. The CRC is used in all cases where any deadly force incident triggers a report and recommendation. Chief Johnson described a recent investigation which resulted in the same recommendation from the CRC and the officers. He will be reviewing the process for the use of force committees in the future. Per Mayor Casper, Chief Johnson clarified a vehicle could be used in a deadly force situation. Per Councilor Hally, Chief Johnson stated there is a 90-day time limit to complete an investigation and have a report completed. Per Councilor

Francis, Chief Johnson believes minor improvements, including pre-required training, could be made with the CRC. Council President Dingman expressed her appreciation for the potential changes to the citizen's complaints process as she believes data matters to the Council and the community.

Chief Johnson stated the use of force, although it's only a small percentage of work performed, is a big deal to the community and police officers. He described numerous events (including several events that have occurred in the previous 6-8 weeks) of IFPD officers. He noted ten (10) individuals were saved due to IFPD officers. He also stated, on average, an officer will receive ten (10) attempts on his/her life during the course of his/her police career. Chief Johnson highly commended the individuals at the IFPD and stated he is honored to be part of the IFPD. He expressed his appreciation to the elected officials for their support. Per Mayor Casper, Chief Johnson is unsure if the COVID pandemic has impacted recent events/occurrences.

It was then moved by Councilor Francis, seconded by Council President Dingman, to move into Executive Session (at 4:57 p.m.). The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency. The Executive Session will be held in the City Annex Conference Room. At the conclusion of the Executive Session the Council will not reconvene into regular Work Session. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

The City Council of the City of Idaho Falls met in Executive Session, Monday, August 10, 2020 in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 5:04 p.m.

There were present:
Mayor Rebecca L. Noah Casper
Councilmember Michelle Ziel-Dingman
Councilmember Thomas Hally
Councilmember Jim Francis
Councilmember Shelly Smede
Councilmember Jim Freeman (via telephone)
Councilmember John Radford (via telephone)

Also present:
Chris Fredericksen, Public Works Director
Randy Fife, City Attorney

The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency.

There being no further business, the meeting adjourned at 5:10 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

August 13, 2020 City Council Meeting - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, August 13, 2020, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

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

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

Pledge of Allegiance:

Mayor Casper requested Councilor Thomas Hally to lead those present in the Pledge of Allegiance.

Councilor Francis proposed to remove item C.4) from the agenda. He stated Community Development Services has contracted with a consultant, Opticos, to analyze the City's zoning code. The draft of this report was just received earlier in the day. Councilor Francis believes it would be appropriate to wait for the analysis of the recommendations and any definition changes for the long-range proposals/suggestions for changes to the zoning code which may prevent any 'undo' of a decision; the context of the report will give time for further clarification for the public as he believes there has been a misunderstanding in the community for the historical reason for the proposed change; and he has requested Community Development Services Director Brad Cramer explain the historical situation and the task assigned to Opticos. Director Cramer stated he, along with several other individuals, attended a conference in Colorado in February 2019 to learn how to improve and increase the housing choices in Idaho Falls. This included performing an audit of City Code. The City then contracted with Opticos to find housing types in correct context and how to create these housing types. Director Cramer stated, unfortunately, the timeline for this report has merged with a development request that will be presented before the Council in the near future. Although the proposed language on the current agenda was not directly related to accommodate that future development, Director Cramer believes several individuals believed these are one and the same. He understands the desire to wait to prevent a re-visit in the immediate future. He also believes this cannot be the end of the housing discussion for the variety of choices and options in the community. Mayor Casper noted the City Code is managed for the benefit of the entire community, it is not managed for the benefit of one (1) or two (2) individuals. It was then moved by Councilor Francis, seconded by Council President Dingman, to remove from the agenda the hearing labeled as Section C.4) Public Hearing – Amendment of Sections Comprehensive Zoning Ordinance. Councilor Radford wants to ensure as these issues are discussed going forward the compelling importance of how this plays out is recognized. He expressed his appreciation to the number of people interested in the zoning. Roll call as follows: Aye – Councilors Smede, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried. Mayor Casper noted this item will be presented again once the final draft of Opticos has been analyzed.

Public Comment:

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

Coronavirus (COVID-19) Update:

Mayor Casper stated Eastern Idaho Public Health (EIPH) met on August 13. The State of Idaho has 498 current cases, 60 of those cases are in Bonneville County. This is a rate of 16 active cases per 10,000 and keeps this area in the Moderate Risk level. EIPH had a lengthy dialogue with a range of perspectives regarding students and athletics. The Board then turned to the status of hospitals. Masking remains the single most important measure for physical, mental, and economic health. There is no proven adverse health effects for mask wearing although some individuals may have breathing difficulties. EIPH considered criteria for High Risk level, this level was modified. Mayor Casper stated she has a great deal of respect for members of the EIPH Board. She believes the Board is doing a great job balancing comments from the public, expert suggestions, hospitals, and elected officials. She expressed her gratitude for their efforts. She noted Fire Chief Duane Nelson is staying up to date with District 7.

Consent Agenda:

The Airport requested approval of minutes from the June 20, 2020 Airport Leadership Workshop.

Public Works requested approval of minutes from the June 24, 2020 Public Works Utility Meeting.

Municipal Services requested approval of the Treasurer's Report for June, 2020; minutes from the July 22, 2020 City Council Special Session; July 22, 2020 City Council Budget Session; July 23, 2020 City Council Budget Session; July 27, 2020 City Council Work Session; July 28, 2020 City Council Budget Session; and July 30, 2020 City Council Meeting; and, license applications, all carrying the required approvals.

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

Regular Agenda:

Idaho Falls Police Department

Subject: Police Personnel Manual

The changes to the Police Personnel Manual were brought to the Council on May 11. The changes were then published to the entire Police Department on May 12 so employees could review the changes and make comments. That required 30-day comment period has expired and the changes are ready to be acted upon by the Council. The changes include changing section VI-6 regarding compensation for court/administrative proceedings. It also changed section VII-4 Hold days.

Councilor Francis noted no feedback was received. He briefly reviewed the two (2) elements in this modification. Councilor Freeman clarified no negative feedback was received although there were several positive comments.

It was moved by Councilor Francis, seconded by Councilor Freeman, to approve the Resolution to amend the Police Department Personnel Manual as presented, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilors Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

RESOLUTION NO. 2020-20

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING AN IDAHO FALLS POLICE DEPARTMENT PERSONNEL MANUAL; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

Municipal Services

Subject: Quote 20-035, Phase II - Construction of Fiber Huts for Idaho Falls Power

This contract will provide construction for additional fiber huts to house residential fiber. *Additional Background:* On 23 July, Idaho Falls Power received notification from DePatco that they had entered into an agreement for the sale of DePatco to Sunroc Corporation. That sale became effective as of 7 August.

It was moved by Councilor Smede, seconded by Council President Dingman, to accept and approve the lowest quote received from DePatco for a total of $67,292.15. Roll call as follows: Aye – Councilors Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

Subject: Public Hearing for the Proposed Fees for Fiscal Year 2020/21

Municipal Services respectfully requests that the Mayor and Council conduct a public hearing for the proposed 2020/21 fee schedule and approve the corresponding resolution.

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

Municipal Services Director Pamela Alexander stated a variety of budget meetings have been held. The public hearings were advertised on August 2 and August 9 as required. Director Alexander reviewed new fees and/or fee increases for the Idaho Falls Airport, Community Development Services, Idaho Falls Power, Parks and Recreation, Idaho Falls Police Department, and Public Works.

Mayor Casper requested any public comment. No one appeared.

Councilor Freeman stated fees are not raised to produce revenue, these increases are to help with service costs. Mayor Casper stated the two (2) primary revenues are taxes and fees, however, some fees cannot be high enough to cover the cost of a service. These fees are then subsidized. Councilor Radford questioned the fee for the sprinkler system at Pinecrest Golf Course. Parks and Recreation Director PJ Holm stated this fee was included in the previous year. He noted a 4% across-the-board fee increase will also assist.

Mayor Casper closed the public hearing.

It was moved by Councilor Smede, seconded by Council President Dingman, to approve the Resolution adopting the Fiscal Year 2020/21 fee schedule and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilors Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

RESOLUTION NO. 2020-21

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

Community Development Services

Subject: Request to Extend Deadline to Record a Final Plat, Linden Trails Addition, Division No. 4

For consideration is a request to extend the deadline to record a plat by an additional three months. The final plat was approved February 27, 2020. The Subdivision Ordinance requires plats to be recorded within 180 days of approval, which would be August 27, 2020. Due to delays with Bonneville County review and recording process, the applicant is concerned the deadline will pass before the County is able to sign the plat for recording. Staff recommends the deadline to record be extended to November 27, 2020.

Councilor Francis described the location of the plat.

It was moved by Councilor Francis, seconded by Councilor Radford, to approve the request to extend the deadline to record the plat for Linden Trails Addition, Division No. 4 to November 27, 2020. Roll call as follows: Aye – Councilors Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

Subject: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Snake River Landing, Division No. 15

For consideration is the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Snake River Landing, Division No. 15. The Planning and Zoning Commission considered this item at its March 3, 2020, meeting and recommended approval by unanimous vote. Staff concurs with the recommendation and recommends approval of the plat.

Councilor Francis described the location of the plat. He stated two (2) lots and two (2) zones are involved. One (1) lot is 5.9 acres and the other is 6.4 acres with LC and HC zoning.

It was moved by Councilor Francis, seconded by Councilor Radford, to approve the Development Agreement for Snake River Landing, Division No. 15, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilors Dingman, Radford, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

It was moved by Councilor Francis, seconded by Councilor Radford, to approve the Final Plat for Snake River Landing, Division No. 15, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilors Radford, Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

It was moved by Councilor Francis, seconded by Councilor Radford, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Snake River Landing, Division No. 15, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilors Hally, Smede, Dingman, Freeman, Francis, Radford. Nay – none. Motion carried.

Subject: Public Hearing - Rezone from RE to LC, Zoning Ordinance, Reasoned Statement of Relevant Criteria and Standards, M&B: 1.48 Acres, E1/2 NE1/4 SE1/4, Section 25, T2N, R37

For consideration is the application for rezone from RE to LC, Zoning Ordinance, Reasoned Statement of Relevant Criteria and Standards, M&B: 1.48 Acres, E1/2 NE1/4 SE1/4, Section 25, T2N, R37. The Planning and Zoning Commission considered this item at its July 21, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

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

Mayor Casper requested the applicant presentation. No applicant appeared.

Mayor Casper requested staff presentation. Director Cramer presented the following:
Slide A1 – Property under consideration in current zoning
Director Cramer stated the parcel was annexed in December 2019 as part of a City-initiated annexation along with other parcels in the adjacent area. At that time the owners did not request a specific zone knowing the zone would change.
Slide A2 – Comprehensive Plan Future Land Use Map
Director Cramer stated the requested zone is appropriate for the area.
Slide A3 – Aerial photo of property under consideration
Slide A4 – Additional aerial photo of property under consideration

Slide A5 – Photographs of the property
Director Cramer stated there has not been a lot of change for a number of years. He noted small agricultural use on the site.

Councilor Freeman questioned access to the property. Director Cramer confirmed west and east accesses. Per Councilor Francis, Director Cramer confirmed the property is long and narrow. Councilor Francis questioned City streets and the right-of-way. Director Cramer does not expect any street to connect across the property but there will be access to a parking lot for commercial or multi-family residential. Mayor Casper questioned the self-service storage facility in the adjacent area. Director Cramer stated this is allowed as access is allowed inside of the building.

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

Councilor Francis stated rezoning is not taken lightly, however, this was expected as Director Cramer indicated. He believes LC fits well within the current adjacent zoning, however, he is unsure how this will develop with no through-street. Mayor Casper stated, per Councilor Francis, she believes the Council should not shy away from a rezone when needed.

It was moved by Councilor Francis, seconded by Councilor Radford, to approve the Ordinance Rezoning M&B: 1.48 Acres, E1/2 NE1/4 SE1/4, Sec 25, T2N, R37 under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilors Smede, Hally, Radford, Dingman, Freeman, Francis. Nay – none. Motion carried.

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

ORDINANCE NO. 3327

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 1.48 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM RE ZONE TO LC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Francis, seconded by Councilor Hally, to approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from RE to LC of M&B: 1.48 Acres, E1/2 NE1/4 SE1/4, Sec 25, T2N, R37, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilors Dingman, Smede, Francis, Freeman, Hally, Radford. Nay – none. Motion carried.

Announcements:

Mayor Casper announced the ribbon cutting and opening of Costco; Utah Associated Municipal Power Systems (UAMPS) Annual Conference will be held August 17-18; the public hearing for the budget will be held August 20; the public hearing for forgone will be held August 27; and final approval of the budget will occur on August 27.

Adjournment:

There being no further business, the meeting adjourned at 8:29 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

August 20, 2020 City Council Meeting - Unapproved

The City Council of the City of Idaho Falls met in Special Council Meeting, Thursday, August 20, 2020, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

There were present:
Mayor Rebecca L. Noah Casper
Council President Michelle Ziel-Dingman (via WebEx)
Councilor John Radford (via WebEx)
Councilor Jim Freeman (via WebEx)
Councilor Jim Francis
Councilor Shelly Smede

Absent:
Councilor Thomas Hally

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

Pledge of Allegiance:

Mayor Casper led those present in the Pledge of Allegiance.

Public Comment:

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

Coronavirus (COVID-19) Update:

Mayor Casper stated there were 424 new cases in the State, this puts the number of total State-wide cases to more than 29,000. There were also seven (7) additional deaths. Bonneville County had 56 new cases with one (1) additional death. The Eastern Idaho Public Health (EIPH) Board has recently changed the order, these changes can be found on the EIPH website. Mayor Casper noted there is a strong desire for schools to open across the State as Governor Brad Little has acknowledged that opening schools is the key to keeping the economy growing. The best way for schools to open, and to remain open, and for students to stay safe and healthy, is for all individuals to follow the masking order when social distancing cannot be maintained, wash hands more often than normal, sanitize often, and refrain from unnecessary travel.

Regular Agenda:

Municipal Services

Subject: Public Hearing – Tentative 2020/21 Fiscal Year Budget

Mayor Casper stated in the State of Idaho, one (1) of the City Council's primary responsibility is to establish and adopt a budget. This responsibility is not entrusted to the mayor, the mayor is in charge of administering the programs that the budget funds. Mayor Casper believes the City Council takes this responsibility seriously. She stated as the City grows, the budget process becomes more demanding. She recognized the finance team, including Municipal Services Director Pamela Alexander, City Controller Mark Hagedorn, and City Treasurer Josh Roos. The finance team is also aided by a small group of accountants. Mayor Casper stated the finance team easily puts in

hundreds of staff hours during the budget season. This is in addition to the many hours the Council puts in. The budget is a multi-month, multi-phase process which begins in March and ends around September. The budget is managed by a great deal of money, by good services, and by numerous utility accounts. The City has the largest publically-owned power utility in the State, the second busiest Airport in the State, the fourth largest Police Department in the State, a well-respected Fire Department, and hundreds of acres of park lands. Mayor Casper believes all these things are incredibly worthwhile that the City residents can be proud of. She noted Idaho Falls has been recognized as the most resilient State in a recent magazine article. She stated she is privileged to work with the Council, the staff, and she hopes individuals will see the value in the budget.

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

Director Alexander believes this was a robust, fast-moving budget season. She then presented the following:
2020/21 Budget Process

- 2020/21 budget calendar and revisions were posted on the City's website
- Mayor, City Council, and Department Directors Budget Workshop on April 3
- All budget sessions were publically noticed
- Department budget presentations posted on the City's website
- Proposed budget was published in the Post Register as required by State of Idaho Statute

2020/21 Proposed Budget Overview

- Total not-to-exceed budget of $282,544,816
- Total estimated property tax revenue of $38.4M, includes:
  - New Annexations - $ 378,302
  - New Construction - $1,043,539
- Does not include a 3% statutory property tax levy
  - Whole dollar value of $1.1M
  - Notice, resolution, and public hearing to reserve the 2020/21 Fiscal Year statutory property tax levy to forgone for future years

2020/21 Proposed Budget Overview
Governor Little Public Safety Tax Relief Program

	Residential					Commercial		
2019 value	$150,000	$ 200,000	$ 250,000	$ 300,000	$ 350,000	$ 500,000	$2,000,000	$10,000,000
2020 value	$169,500	$ 226,000	$ 282,500	$ 339,000	$ 395,500	$ 565,000	$2,260,000	$11,300,000
2019 Current	$ 659.68	$ 879.57	$1,319.36	$1,759.15	$2,198.93	$4,397.87	$17,591.47	$ 87,957.34
2020 Growth	$ 684.22	$1,017.24	$1,473.39	$1,929.53	$2,385.67	$4,561.44	$18,245.76	$ 91,228.78
Total Tax Relief Credit	$ (125.31)	$ (186.30)	$ (269.83)	$ (353.37)	$ (436.91)	$ (835.38)	$ (3,341.51)	$ (16,707.57)
Net	$ 558.91	$ 830.94	$1,203.55	$1,576.16	$1,948.76	$3,726.06	$14,904.24	$ 74,521.21
Change	$ (100.77)	$ (48.63)	$ (115.81)	$ (182.99)	$ (250.17)	$ (671.81)	$ (2,687.23)	$ (13,436.13)

****Total Tax Relief Credits are estimates****

Director Alexander noted the City does not conduct valuations on property, this occurs at the County level

2020/21 Funded Priorities (New Annexation, New Construction and General Fund Department Budget Reductions)

Contribution for new Police Complex	$1,000,000
Replacement of Dehydration System at the Aquatics Center	$1,018,000
Contribution to Airport operations (due to COVID)	$ 545,426
Contribution to City Employee Health Plan	$ 335,262

Contribution for future Redevelopment Activity	$ 200,000
Funding of one (1) mid-year Crisis Intervention Team (CIT) Officer for Police Department	$ 40,000
Contribution to Funland renovation for Parks and Recreation (P&R)	$ 39,000
Total	$3,177,688

Contingency Funds	
Budget capacity for new Police Complex	$30,000,000
Budget capacity for potential Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant requests	$ 7,000,000
Budget capacity for ongoing construction projects	$ 3,000,000
2019/20 carryover funds for obligated 2019/20 Fiscal Year contracts	$ 3,000,000
Total	$43,000,000

2020/21 General and Government Funds Revenue
Total = $89,727,231 – 55% is from General Fund

2020/21 General and Government Funds Budget
Total = $139,556,527 – 49% of total proposed budget

2020/21 Proposed Fiscal Year Budget (General Fund)
Total = $50,322,082 – Public Safety - 59%, P&R - 17%, combined total - 76%
Director Alexander noted Police, Fire, and P&R are historically the most funded departments in the General Fund.

2020/21 Proposed Fiscal Year Budget (Government Funds)
Total = $89,234,445

2020/21 Enterprise Funds Revenue
Total = $126,267,690 – 64% is Idaho Falls Power

2020/21 Enterprise Funds Budget
Total = $142,988,289 – 51% of Total Proposed Budget

2020/21 Proposed Fiscal Year Budget (Enterprise Funds)

- Idaho Falls Airport
    - Airport facility expansion grant projects
- Idaho Falls Power
    - Electric infrastructure and replacement
    - Fiber expansion and maintenance
- Public Works
    - Capital improvement for street, bridge, and traffic light
    - Water and wastewater infrastructure projects
    - Sanitation capital equipment

Director Alexander expressed her appreciation to the elected officials, the department directors, the finance team, and various Municipal Services staff.

Mayor Casper requested public testimony via WebEx.

Brian Stutzman appeared via WebEx. Mr. Stutzman stated he has four (4) homes and a business in Idaho Falls and he pays tens of thousands of dollars in property taxes. He expressed his appreciation for the City taking the governors' money to help with property tax relief. He requested the City not take the forgone this year or in future years as this would have a future ripple effort for the taxpayers. Mr. Stutzman believes the $43M contingency fund

amount is mind-boggling, he is not sure this should be in the budget. He also believes the Law Enforcement Complex (LEC) is a good thing although he believes this project should go toward the people as a vote for a bond, not a Certificate of Participation (COP). He believes a bond would pass and the City residents would appreciate the opportunity for a stamp of approval. He doesn't believe the people should be side-stepped. Mr. Stutzman believes the construction of the LEC would be better with the design bid build and a guaranteed price up front, as a design bid build would take the risk of prices, versus a construction manager. He indicated he would volunteer his expertise if needed. Mr. Stutzman reiterated to give up the forgone and put the LEC up for a vote with a design bid build.

Mayor Casper noted one (1) of the stipulations for taking the governor's tax relief program was the City would not take forgone in the current year.

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

Mayor Casper stated a follow-up budget discussion will occur on August 21 with final approval of the budget to occur on August 27. Additional budget discussions could occur as needed prior to August 27.

Announcements:

Mayor Casper announced Idaho County Risk Management Program (ICRMP) indicated the Police Department has earned a discount in its liability coverage due to rigorous training standards.

Adjournment:

There being no further business, the meeting adjourned at 8:06 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

IDAHO FALLS

MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Wednesday, August 19, 2020
RE: Adoption of 2020/21 Fiscal Year Budget Ordinance

Council Action Desired

☒ Ordinance ☐ Resolution ☐ Public Hearing

☐ Other Action (Approval, Authorization, Ratification, etc)

Adopt the 2020/21 fiscal year budget in the amount of $282,544,816 and approve the attached appropriations ordinance, appropriating the monies to and among the various funds.

Description, Background Information & Purpose

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

Relevant PBB Results & Department Strategic Plan



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The adoption of the 2020/21 fiscal year appropriations ordinance is in support of the good governance community-oriented results by fostering innovative and sound fiscal management that enables trust and transparency.

Interdepartmental Coordination

All City departments have participated in the process leading to the development of the adopted 2020/21 budget without levying additional property tax.

Fiscal Impact

The adopted 2020/21 fiscal year budget ordinance sets the maximum level of total expenditures that cannot be exceeded in the final appropriations ordinance.

Legal Review

Legal has confirmed the adoption of the fiscal year budget process is within Idaho Code §50-1002.

ORDINANCE NO.

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

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

SECTION 1. The revenue of the City of Idaho Falls received during the fiscal period beginning October 1, 2020 and ending September 30, 2021 (hereafter the "Fiscal Period") derived from taxes levied therefore is apportioned to the several funds as follows:

General Levy	$ 29,499,471
Liability Insurance	724,147
Total General Fund	30,223,618
Recreation Fund	723,204
Library Fund	2,349,297
Streets Fund	3,904,181
Fire Station Capital Fund	401,524
Municipal Capital Improvement Fund	790,618
Total Property Taxes	$ 38,392,442

SECTION 2. From the revenues of the Street Fund collected within the Fiscal Period and any uncommitted fund balance in the Street Fund, the sum of $7,477,750 is apportioned to the Street Fund.

SECTION 3. From the revenues of the Recreation Fund collected within the Fiscal Period and any uncommitted fund balance in the Recreation Fund, the sum of $3,421,102 is apportioned to the Recreation Fund.

SECTION 4. From the revenues of the Library Fund collected within the Fiscal Period and any uncommitted fund balance in the Library Fund, the sum of $6,602,948 is apportioned to the Library Fund.

SECTION 5. From the revenues of the Airport Passenger Facility Charge Fund collected within the Fiscal Period and any uncommitted fund balance in the Airport Passenger Facility Charge Fund, the sum of $ -0- is apportioned to the Airport Passenger Facility Charge Fund.

SECTION 6. From the revenues of the Municipal Equipment Replacement Fund collected within the Fiscal Period and any uncommitted fund balance in the Municipal Equipment Replacement Fund, the sum of $3,120,000 is apportioned to the Municipal Equipment Replacement Fund.

SECTION 7. From the revenues of the Idaho Falls Power (IFP) Public Purpose Fund collected within the Fiscal Period and any uncommitted fund balance in the IFP Public Purpose Fund, the sum of $1,000,000 is apportioned to the IFP Public Purpose Fund.

SECTION 8. From the revenues of the Business Improvement District Fund collected within the Fiscal Period and any uncommitted fund balance in the Business Improvement District Fund, the sum of $85,000 is apportioned to the Business Improvement District Fund.

SECTION 9. From the revenues of the Golf Fund collected within the Fiscal Period and any uncommitted fund balance in the Golf Fund, the sum of $2,855,769 is apportioned to the Golf Fund.

SECTION 10. From the revenues of the Risk Management Fund collected within the Fiscal Period and any uncommitted fund balance in the Risk Management Fund, the sum of $3,811,292 is apportioned to the Risk Management Fund.

SECTION 11. From the revenues of the Health Insurance Fund collected within the Fiscal Period and any uncommitted fund balance in the Health Insurance Fund, the sum of $60,000 is apportioned to the Health Insurance Fund.

SECTION 12. From the revenues of the Wildland Fire Fund collected within the Fiscal Period and any uncommitted fund balance in the Wildland Fire Fund, the sum of $961,500 is apportioned to the Wildland Fire Fund.

SECTION 13. From the revenues of the Sanitary Sewer Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Sanitary Sewer Capital Improvement Fund, the sum of $ -0- is apportioned to the Sanitary Sewer Capital Improvement Fund.

SECTION 14. From the revenues of the Municipal Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Municipal Capital Improvement Fund, the sum of $1,000,000 is apportioned to the Municipal Capital Improvement Fund.

SECTION 15. From the revenues of the Street Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Street Capital Improvement Fund, the sum of $1,800,000 is apportioned to the Street Capital Improvement Fund.

SECTION 16. From the revenues of the Bridge and Arterial Street Fund collected within the Fiscal Period and any uncommitted fund balance in the Bridge and Arterial Street Fund, the sum of $350,000 is apportioned to the Bridge and Arterial Street Fund.

SECTION 17. From the revenues of the Water Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Water Capital Improvement Fund, the sum of $ -0- is apportioned to the Water Capital Improvement Fund.

SECTION 18. From the revenues of the Surface Drainage Fund collected within the Fiscal Period and any uncommitted fund balance in the Surface Drainage Fund, the sum of $50,000 is apportioned to the Surface Drainage Fund.

SECTION 19. From the revenues of the Traffic Light Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Traffic Light Capital Improvement Fund, the sum of $600,000 is apportioned to the Traffic Light Capital Improvement Fund.

SECTION 20. From the revenues of the Parks Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Parks Capital Improvement Fund, the sum of $1,675,000 is apportioned to the Parks Capital Improvement Fund.

SECTION 21. From the revenues of the Fire Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Fire Capital Improvement Fund, the sum of $ -0- is apportioned to the Fire Capital Improvement Fund.

SECTION 22. From the revenues of the Zoo Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Zoo Capital Improvement Fund, the sum of $1,065,000 is apportioned to the Zoo Capital Improvement Fund.

SECTION 23. From the revenues of the Civic Center Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Civic Center Capital Improvement Fund, the sum of $ -0- is apportioned to the Civic Center Capital Improvement Fund.

SECTION 24. From the revenues of the Golf Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Golf Capital Improvement Fund, the sum of $3,240,000 is apportioned to the Golf Capital Improvement Fund.

SECTION 25. From the revenues of the Airport Fund collected within the Fiscal Period and any uncommitted fund balance in the Airport Fund, the sum of $15,426,601 is apportioned to the Airport Fund.

SECTION 26. From the revenues of the Water Fund collected within the Fiscal Period and any uncommitted fund balance in the Water Fund, the sum of $12,206,150 is apportioned to the Water Fund.

SECTION 27. From the revenues of the Sanitation Fund collected within the Fiscal Period and any uncommitted fund balance in the Sanitation Fund, the sum of $5,765,650 is apportioned to the Sanitation Fund.

SECTION 28. From the revenues of the Ambulance Fund collected within the Fiscal Period and any uncommitted fund balance in the Ambulance Fund, the sum of $7,059,084 is apportioned to the Ambulance Fund.

SECTION 29. From the revenues of the IFP Fund collected within the Fiscal Period and any uncommitted fund balance in the IFP Fund, the sum of $89,404,599 is apportioned to the IFP Fund.

SECTION 30. From the revenues of the Fiber Fund collected within the Fiscal Period and any uncommitted fund balance in the Fiber Fund, the sum of $6,243,639 is apportioned to the Fiber Fund.

SECTION 31. From the revenues of the Wastewater Fund collected within the Fiscal Period and any uncommitted fund balance in the Wastewater Fund, the sum of $13,941,650 is apportioned to the Wastewater Fund.

SECTION 32. From the revenues of the Contingency Fund collected within the Fiscal Period and any uncommitted fund balance in the Contingency Fund, the sum of $43,000,000 is apportioned to the Contingency Fund.

SECTION 33. From all other revenues of the City of Idaho Falls collected within the Fiscal Period and the uncommitted fund balance in the General Fund, the sum of $50,322,082 is apportioned to the General Fund.

SECTION 34. From the monies apportioned to the General Fund, the sum of $49,287,797 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 35. From the monies apportioned to the Street Fund, the sum of $6,918,181 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 36. From the monies apportioned to the Recreation Fund, the sum of $3,058,480 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 37. From the monies apportioned to the Library Fund, the sum of $3,625,707 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 38. From the monies apportioned to the Airport Passenger Facility Charge Fund, the sum of $ -0- is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 39. From the monies apportioned to the Municipal Equipment Replacement Fund, the sum of $2,200,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 40. From the monies apportioned to the IFP Public Purpose Fund, the sum of $1,208,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 41. From the monies apportioned to the Business Improvement District Fund, the sum of $90,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 42. From the monies apportioned to the Golf Fund, the sum of $2,733,173 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 43. From the monies apportioned to the Risk Management Fund, the sum of $1,990,496 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 44. From the monies apportioned to the Health Insurance Fund, the sum of $2,000,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 45. From the monies apportioned to the Wildland Fire Fund, the sum of $1,180,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 46. From the monies apportioned to the Sanitary Sewer Capital Improvement Fund, the sum of $ -0- is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 47. From the monies apportioned to the Municipal Capital Improvement Fund, the sum of $810,618 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 48. From the monies apportioned to the Street Capital Improvement Fund, the sum of $615,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 49. From the monies apportioned to the Bridge and Arterial Street Fund, the sum of $160,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 50. From the monies apportioned to the Water Capital Improvement Fund, the sum of $ -0- is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 51. From the monies apportioned to the Surface Drainage Fund, the sum of $41,500 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 52. From the monies apportioned to the Traffic Light Capital Improvement Fund, the sum of $467,600 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 53. From the monies apportioned to the Parks Capital Improvement Fund, the sum of $1,552,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 54. From the monies apportioned to the Fire Capital Improvement Fund, the sum of $401,524 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 55. From the monies apportioned to the Zoo Capital Improvement Fund, the sum of $1,167,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 56. From the monies apportioned to the Civic Center Capital Improvement Fund, the sum of $ -0- is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 57. From the monies apportioned to the Golf Capital Improvement Fund, the sum of $3,291,181 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 58. From the monies apportioned to the Airport Fund, the sum of $15,426,601 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 59. From the monies apportioned to the Water Fund, the sum of $11,246,500 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 60. From the monies apportioned to the Sanitation Fund, the sum of $4,704,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 61. From the monies apportioned to the Ambulance Fund, the sum of $6,928,974 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 62. From the monies apportioned to the IFP Fund, the sum of $81,433,525 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 63. From the monies apportioned to the Fiber Fund, the sum of $922,064 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 64. From the monies apportioned to the Wastewater Fund, the sum of $12,535,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 65. From the monies apportioned to the Contingency Fund, the sum of $ -0- is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 66. This ordinance shall be in full force and effect from and after its passage, execution and publication in the manner required by law.

PASSED BY COUNCIL AND APPROVED BY THE MAYOR THIS 27th DAY OF AUGUST, 2020.

_____
REBECCA CASPER, MAYOR

STATE OF IDAHO)
ss
COUNTY OF BONNEVILLE)

I, Kathy Hampton, City Clerk of the City of Idaho Falls, Idaho do hereby certify: That the above and foregoing is a full, true and correct copy of the Ordinance entitled "THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, FOR THE PERIOD COMMENCING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, APPROPRIATING AND APPORTIONING THE MONIES OF SAID CITY TO AND AMONG THE SEVERAL FUNDS OF SAID CITY AND DESIGNATING THE PURPOSE FOR WHICH SAID MONIES MAY BE EXPENDED; SPECIFYING THE AMOUNT OF MONEY PAID BY PROPERTY TAX TO BE APPROPRIATED TO SAID FUNDS; PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE" and that such ordinance was passed by the City Council and approved by the Mayor on the 27th day of August, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City.

(Seal)

_____
KATHY HAMPTON, CITY CLERK

IDAHO FALLS

MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Monday, August 24, 2020
RE: Public Hearing to reserve Forgone for Fiscal Year 2020/21

Council Action Desired

☐ Ordinance ☒ Resolution ☒ Public Hearing

☐ Other Action (Approval, Authorization, Ratification, etc)

Municipal Services respectfully requests that the Mayor and Council conduct a public hearing to reserve the 2020/21 forgone amount and approve the corresponding resolution.

Description, Background Information & Purpose

Idaho Code §63-80(1) requires that the City Council adopt a resolution reserving any unused taxing authority that it may desire to use in subsequent years. The Notice of Public Hearing for the 2020/21 forgone resolution was published on Sunday, August 16, 2020 and Sunday, August 23, 2020 and scheduled for Thursday, August 27, 2020 at 7:30 pm in the City Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho.

Relevant PBB Results & Department Strategic Plan



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The hearing and adoption of the 2020-21 forgone resolution are in support of the good governance community-oriented result by fostering innovative and sound fiscal management that enables trust and transparency.

Interdepartmental Coordination

All City departments have participated in the process leading to the development of the adopted 2020/21 budget without levying the statutory 3% property tax increase, thereby creating a forgone balance in this fiscal year.

Fiscal Impact

Once adopted, the 2020/21 forgone resolution reserves $1,123,463, the 3% statutory allowable property tax for the fiscal year 2020/21 and adds it to the city's forgone levying authority.

Legal Review

Legal has confirmed that adoption of this resolution is within Idaho Code §63-802(1).

RESOLUTION NO. 2020-

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

WHEREAS, Idaho Code §50-235 empowers the Council to levy taxes for general revenue purposes; and

WHEREAS, Idaho Code §50-1002 requires the Council to pass a budget, referred to as an Annual Appropriation Ordinance; and

WHEREAS, Idaho Code §63-802 sets limitations on all taxing district budget requests on the amount of property tax revenues that can be used to fund programs and services; and

WHEREAS, Idaho Code §63-802(1)(a) allows each taxing entity to increase property tax budget amounts by a maximum of three percent (3%), plus an amount calculated based on the value of both new construction and annexation added during the previous calendar year, plus an amount for forgone taxes; and

WHEREAS, Idaho Code §63-802(1)(f) requires that the Council adopt an annual resolution to reserve additional forgone amount in order to utilize that amount in subsequent years; and

WHEREAS, the Council has met the notice and hearing requirements in Idaho Code §63-802(1)(f) to reserve the current year's increase in the forgone amount; and

WHEREAS, the Council intends to reserve one-million one-hundred twenty-three thousand four-hundred sixty-three dollars ($1,123,463) of its current year's increase in allowable forgone amount.

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

1. That one-million one-hundred twenty-three thousand four-hundred sixty-three dollars ($1,123,463) of the current year's allowable increase in its forgone amount is reserved and included in the City of Idaho Falls, Idaho's total forgone balance for potential use in subsequent years.

ADOPTED and effective this _____ day of _____, 2020.

ATTEST: CITY OF IDAHO FALLS, IDAHO

KATHY HAMPTON, CITY CLERK REBECCA L. NOAH CASPER

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, RESERVING THE FORGONE AMOUNT FOR FISCAL YEAR 2020 FOR POTENTIAL USE IN SUBSEQUENT YEARS AS DESCRIBED IN IDAHO CODE §63-802, ET AL, AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

KATHY HAMPTON, CITY CLERK

IDAHO FALLS

MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Monday, August 24, 2020
RE: Approval of Grand Teton Council Sublease to Community Youth in Action

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

Approve the sublease of building space proposed by the Grand Teton Council to the Community Youth in Action located at 574 4th Street (or take other action deemed appropriate).

Description, Background Information & Purpose

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

Relevant PBB Results & Department Strategic Plan



☐ ☐ ☐ ☒ ☒ ☐ ☐ ☐

The proposed sublease, if approved, supports access to a variety of life-long learning opportunities and livable community-oriented results by supporting diverse options for cultural, recreational and entertainment program and providing affordable and accessible recreation activities for all ages, abilities and interests.

Interdepartmental Coordination

Not applicable.

Fiscal Impact

Approval of this sublease will have no budget impact to the City.

Legal Review

Legal has reviewed the proposal and concurs the Council action requested meets the terms of the Grand Teton agreement.

GRAND TETON COUNCIL
BOY SCOUTS OF AMERICA

CYA Community Youth in Action LIV TeenCenter

To the City of Idaho Falls Mayor and City Council Members:

CYA (Community Youth in Action) Youth Center
Partnership with Grand Teton Council BSA

Community Youth in Action and the Grant Teton Council Boy Scouts of America would like to propose to the City of Idaho Falls a partnership for the use of the facility located at 574 4th Street, Idaho Falls, ID 83401

Main Objective:

Community Youth in Action (CYA), of East Idaho, was organized on June 11, 2018, as "***a coalition promoting the voices of our youth through action and service to foster relationships and build healthy communities throughout eastern Idaho***" (CYA mission statement). CYA has been and continues to be called into action and service in the community actively since then in many various ways.

One of CYA's long-term goals was to create a youth center as a space the youth could call their own, where they would feel at home, safe, and accepted. It would be inclusive of all youth, regardless of their backgrounds and beliefs, and it would provide critical social services to adolescents in the community. It would provide assistance and developmental opportunities to the youth. And most important, it would be a youth-driven center, just as CYA is a youth-driven organization.

CYA has been currently housed in the Idaho Falls Senior Citizens Center. It has been a great partnership before COVID-19. As we all know, this has changed the course for all of us. We do not currently see a time soon that youth and senior citizens will be able to continue to share space safely and effectively. Therefore, it is critical for the future of CYA that we find a new facility that can accommodate the needs of youth in our community.

A partnership between CYA and the BSA could provide a beneficial collaboration that could be mutually beneficial to both organizations. The non-profit organizations are continually finding it more difficult to find sustainable funding sources, so any chance we have to collaborate and share and network make it possible to continue to support our community's needs. We understand that the request to partner with the BSA is vast, but we believe the work we could do together could positively impact hundreds of lives.

What CYA could provide to the building space immediately:

1. Currently, CYA has grant funding to provide $1,800 of monthly support toward building facility space, utilities, upkeep, etc. (grants guarantee $ 1,500 for the next five years, $300 is a yearly renewable grant)

2. CYA would propose to use the $1,800 for August, September, and October for improvements and upgrades to the existing space, and begin providing facility space support on November 1, 2020.
3. Before opening the Teen Center, CYA would work with the Boy Scout Administration to select paint, stain, carpets, other flooring needs, etc.
4. CYA would be available to assist AARP and Toys for Tots with either A. a mutually beneficial use of space, or B. volunteers to help move toys and computers to a secure location.
5. CYA would partner with Phoenix QRF to continue to share space.
6. One of our first goals would be to seek a grant for a full security system.
7. CYA would assure the building is always clean and orderly.
8. CYA would have liability insurance, with a $1,000,000 policy.
9. CYA would assure enough adult staff and/or volunteers to supervise and chaperone youth activities adequately.
10. CYA would use the building 5-6 days per week for youth activities.

LIV Teen Center Background:

On June 14, 2018, only three days after CYA was organized, one of the founding youth, Olivia "Liv" Johnson, died in a tragic car accident at the age of 17. Liv was very active in the local community serving those who were often excluded or overlooked. She left behind a legacy of loving and accepting people of all walks of life that touched countless hearts. Olivia exemplified everything that CYA aims to create. For this reason, the CYA youth have chosen to dedicate the youth center to Olivia and her legacy. In her honor, they have chosen the name "LIV Teen Center" for the youth center, and LIV would also stand for Life Is Valuable, which is a principle that Liv lived to the fullest.

The Youth Vision:

Services analysis: the youth center committee and the CYA youth have identified various activities or services that could be included in the youth center. Each activity would add value to the center and provide opportunities for the youth for service, personal development, or meeting unseen needs. When asked, **"If money was no object, what would you like to see in the center?"** the CYA youth gave answers such as the following:

1. Beverage/Snack Bar
   - A coffee bar that they could run and get business experience
   - Soda, Juice, Italian Sodas, Hot Chocolate, Flavored Water
   - Shakes, Smoothies,
   - Snacks
2. Weekend Entertainment Activities
   - Local band nights where the youth bands could play in an environment that is not a bar or night club
   - Karaoke nights, Movie nights, Game nights, Comedy nights
   - Poetry nights, Sports Viewing, Dances
3. Self-Care
   - Crisis Counselors, Group Exercise Classes, Exercise Equipment,
   - Relaxation/Zen Room, AA/NA Support Group, Recovery Support Group,
   - LBGT Support Group, All-Inclusive Faith-Based Group
4. Education
   - After-School Tutors, Study Groups, Computer Lab, Adulting 101, Nutrition,
   - Adult Mentors, Life Coach, Book Clubs, Career Training & Development,
   - ACT/SAT Prep, GED Classes, Foreign Language Classes, Finance Classes

5. Independent Living Assistance
   Access to Washer & Dryer, Access to Kitchen, Access to Shower
6. After-School Fun
   Pool, Darts, Ping-pong, Arcade Games, Puzzles, Board Games, Art
7. Peer to Peer Support
   Closet–Gently used clothes, Pantry–Food Snacks, Nursery–Baby Items

The building on 4th street would support almost everything requested by the youth of our community.

Benefit Evaluation:

Long-term benefits of the CYA/Boy Scout Partnership:

- Prevent potential jail time for youth
- Lower suicide rates within the community
- Prevent accidental drug overdose
- Build self-esteem
- Build Life Skills
- Lower the burden on the police force
- Lower Probation Office work Load
- Lowers tax burden
- Reduce Teen Pregnancy

We, as an organization, thank you for your consideration of this partnership. Please let us know if you have any questions.

Clarke Farrer
CYA Program Director
(208) 569-5845
cfarrer@bsamail.org

Becky Leatham
CYA Executive Director
(208) 521-5328
Cya.becky@gmail.com

Idaho Falls teens can find fun and support at new teen center



Mike Price, EastIdahoNews.com

Local Published at 4:13 pm, November 5, 2019
Updated at 4:54 pm, November 5, 2019



Teens enjoying a puzzle at the LIV Teen Center. | Courtesy Beck Leatham

IDAHO FALLS — Local teens have a new place to hang out after school where they can be safe and have fun.

Becky Leatham has been working with teens over the last 17 years. A year and a half ago, Leatham and a group of local teens started Community Youth in Action, a 501(c)(3) non-profit. They recently realized their goal of starting a teen center in Idaho Falls.

"We went to the senior citizen's center and the city of Idaho Falls and talked to them about a partnership. And they approved it," Leatham told EastIdahoNews.com. "The senior citizens use it during the day. The teenagers use it every night."

Leatham is the executive director of Community Youth in Action.

After school, teens can go to the Idaho Falls Senior Citizen Community Center at 535 W. 21st Street. Teens who are part of Community Youth in Action decided to name the youth center housed inside, the LIV Teen Center, which stands for Life is Valuable. The name is also an homage to one of their founding youth members, Olivia "Liv" Johnson.

Teens can go to play games, such as pool, foosball, ping pong, darts and more. They can also get tutoring from 4:30 to 6:30 p.m. Monday through Friday from local college students. Community Youth in Action offers a variety of different weekly classes and activities. It is all free.

"When CYA approached me and asked about a partnership, I became very emotional at the possibility of making this happen. I can't think of a better way to utilize a building owned by the local taxpayers," Idaho Falls Senior Citizen Community Center executive director Valisa Say said in a news release.

Leatham said any middle school or high school students in Idaho Falls School District 91 can arrange to ride the bus to the teen center after school.



Community youth in Action van. | Courtesy Becky Leatham

With a donation of a 15 passenger van from Idaho State Independent Auto Dealers Association, Sexton's Car Collection and Alphagraphics, Community Youth in Action can give rides to and from the center for teens outside of District 91 or who otherwise need a ride.

"We have tons of adult volunteers that are here. They're all background checked," Leatham said. "That's probably one of the greatest things that we can provide is good healthy adult mentors. So the kids can come after school, and there are adult mentors that they can talk to."

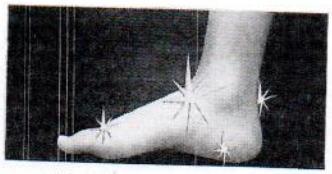
Leatham said one of Community youth in Action's major goals is to help prevent teen suicide. To do that, they are providing a space for youth who need it.

"Sometimes, a kid just needs a place to belong. And they just need to know that there's a safe place that they can go and hang out and have people that care about them," she said.

For anyone interested in learning more about the teen center or Community Youth in Action, go to the Community Youth in Action – LIV Teen Center Facebook page.

SUBMIT A CORRECTION

Comments



Suffer From Neuropathy? Try This Immediately

CITY OF IDAHO FALLS
P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220

MUNICIPAL SERVICES

PHONE: (208) 612-8249
FAX: (208) 612-8148

April 17, 2008

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: S. Craig Lords, Municipal Services Director

SUBJECT: **BOY SCOUTS OF AMERICA LEASE AGREEMENT**

Attached for your consideration is a proposed lease agreement between the City of Idaho Falls and the Boy Scouts of America, for City owned property located at 574 4th Street.

Said agreement has been reviewed and approved by Dale Storer, City Attorney.

It is respectfully requested that Council approve said lease agreement and authorize the Mayor to execute the document.

Respectfully,

S. Craig Lords

S. CRAIG LORDS
MUNICIPAL SERVICES DIRECTOR

SCL/hv

Attachment

Cc: Mayor
Council
Evans

City Council Meeting
April 24.2008
Approved 5.0

LEASE AGREEMENT

AGREEMENT, made this 25th day of April, 2008, by and between the CITY OF IDAHO FALLS, a municipal corporation, whose address is P. 0. Box 50220, Idaho Falls, Idaho 83402, hereinafter referred to as "CITY," and Grand Teton Council, whose address is 574 4th Street, Idaho Falls, Idaho 83404, hereinafter referred to as "the Council";

WITNESSETH:

1. Lease of Property.

For and in consideration of the covenants, conditions and agreements hereinafter set forth, the City does hereby lease, demise and rent unto the Council the following described premises (hereafter referred to as the "Property" or "Premises") situated in the County of Bonneville, State of Idaho, as more particularly described in Exhibit "A" attached hereto.

2. Use Of Premises.

The Council shall have sole and exclusive use of the Premises for the term of this Lease. The Council shall use the Premises solely for the purpose of providing services, programs, training and other youth activities associated with youth programs sponsored or sanctioned by the Boy Scouts of America, including but not limited to the sale of goods and merchandise marked with the Boy Scouts of America logo or published by or with the approval of the Boy Scouts of America and for the sale of merchandise complimentary to the programs and activities sponsored by the Boy Scouts of America. Such youth programs shall be undertaken and conducted for the purpose of fostering the virtues, ideals and character traits exemplified by the Scout Law, Oath and Moto. Except as set forth above, the Council shall conduct no commercial enterprise, business or activity upon the Premises without the express written consent of the City.

The management and operation of the building, improvements and other programs and activities conducted on the Premises shall be on a non-profit basis for the benefit of the public and without cost or expense to the City. Notwithstanding the foregoing, the Council may charge reasonable fees for services provided to the public, as necessary to allow the Council to operate on a self-sufficient basis and in an amount sufficient to allow the Council to be self-sustaining, without public support. Nothing herein shall preclude or prevent the Council from charging or collecting reasonable fees for such services, provided that all revenue derived from such fees shall be used solely for the purpose of operating the Grand Teton Council . In no event shall such revenues inure to or

be used for the personal benefit of any officer or employee of the Council, except for the payment of reasonable compensation for services rendered or for reimbursement of reasonable costs incurred in furtherance of the purposes of the Council.

3. Consideration for Lease.

In consideration for the City's lease of the demised Premises for the uses described herein, the Council shall provide, operate and conduct youth programs, activities, training, equipment and facilities as described above to and for the benefit of all youth located within the City of Idaho Falls and within the Grand Teton Council, as the same now exists or as may be altered, enlarged or reduced hereafter.

No other rental or consideration shall be paid by the Council throughout the term hereof

4. Term.

The term of this Lease shall be twenty five (25) years commencing on the date of this Agreement.

5. Assignment or Subleasing.

The Council shall not assign, mortgage, or encumber this Lease, nor sublet or permit the Premises or any part thereof to be used by others for any purpose not otherwise expressly authorized herein, without the prior written consent of the City.

6. Compliance with Laws.

The Premises hereby leased shall not be used for any unlawful purpose and the Council shall comply with all federal, state, county and city ordinances, laws and regulations, present or future, affecting the use of or the type of business to be carried on in the demised Premises.

7. Compliance with Environmental Laws.

The Council agrees not to store, dispose, use or allow the use of any "hazardous substance" upon the Premises, as such term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA," 42 U.S.C. § 9601, et seq.), the Clean Water Act ("CWA," 33 U.S.C. § 1251, et seq.), the Clean Air Act ("CAA," 42 U.S.C. § 7401, et seq.), the Toxic Substances Control Act ("TSCA," 15

U.S.C. § 2601, et seq., the Resource Conservation and Recovery Act of 1976 ("RCRA," 42 U.S.C. § 6901, et seq.), the Idaho Environmental Protection and Health Act of 1972 ("IEPHA." Title 39, Chapter 1, Idaho Code), the Idaho Hazardous Waste Management Act of 1983 ("IHWMA," Title 39, Chapter 44, Idaho Code) or any other similar state or federal law or regulation regulating the use, storage, transport or manufacture of a hazardous substance (such laws and regulations are hereafter referred to as "Environmental Laws").

The City, and its agents, attorneys, employees, consultants and contractors, reserve the right to enter upon and inspect the Premises at any time for the purpose of determining the Council's compliance with the provisions of this paragraph, including without limitation the right to perform such inspections, examinations, subsurface testing, soils and ground water testing and other tests necessary to protect the City's interest in the Premises and to ensure the Council's compliance with the terms and provisions of this paragraph.

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

8. Utilities.

The Council agrees to furnish and promptly pay for all gas, electricity, water, sewer, sanitation service, telephone, security lighting and all the utilities of every type and nature whatsoever used in or about the Premises.

9. Record Keeping.

The Council agrees to keep and maintain adequate and complete financial records of all operations conducted upon the Premises in accordance with generally accepted accounting principles. Such records shall be made available to the City to inspect and copy during normal business hours, upon request of the City.

10. Maintenance and Snow Removal.

The Council shall maintain in a good, mechanically sound and attractive condition throughout the term of this Lease Agreement, the roof, exterior walls and structural parts of the building and improvements located upon the Premises, all exterior and interior water lines, sewers and plumbing fixtures, sidewalks, security lighting, parking lots and shrubs, lawn and landscaping on the Premises. The Council shall also perform all snow removal from the parking lot and all sidewalks adjacent to the Premises in a reasonable, prudent and timely fashion. All other maintenance and repair to the Premises, including the common use area, shall be made by the Council at the Council's own proper cost and expense, including, but not limited to, removal of debris from the parking lot and adjacent sidewalks, repairs to electric fixtures, all painting and decorating, glass replacement, plumbing fixtures and all other repairs of every kind, nature and description. The Council shall be responsible for removal of snow and ice on all parking lots, sidewalks and walkways adjacent to the Premises.

11. City's Right of Entry.

The City shall have the right to enter the Premises at any reasonable time upon notice to the Council in order to examine the same and determine the state of repair or alteration which shall or may be necessary for the safety or preservation of the Premises.

12. Alterations.

No alteration, addition, or improvement to the Premises or improvements thereon shall be made by the Council without the written consent of the City which shall not be unreasonably withheld by the City; however, the granting of such consent shall in no way obligate or be construed as any undertaking by to pay for the costs of such alteration, addition or improvement. Any alteration, addition or improvement made by the Council after such consent shall have been given, and any fixtures installed as part thereof, shall at the City's option become the property of the City upon the termination of this Lease and be surrendered with the Premises; provided, however, that the City shall have the right to require the Council to remove such fixtures at the Council's cost upon the termination of this Lease. Upon the removal of any such fixtures, the Council shall be required to promptly repair any damage or injury done to the Premises by such removal and restore the Premises to as good condition as the same are in at the time the Council shall take possession, reasonable wear and tear excepted. The Council shall indemnify the City against any mechanic's or materialman's lien or other lien arising out of the making of any alteration, repair, addition, or improvement by the Council, and shall hold the City harmless of any such liens or claims, including reasonable attorneys fees and costs that may be incurred in removing any such liens, provided however nothing herein shall be deemed or considered as consent by the City to the filing of such liens against the Premises.

13. Waste.

The Council shall not commit any waste or damage to the Premises hereby leased, nor permit any waste or damage to be done thereto.

14. Protection of Property.

The Council agrees to maintain the Premises and improvements in a good condition throughout the term hereof, reasonable wear and tear excepted. Upon the termination or expiration of this Lease, the Council shall remove all signs owned by the Council and shall promptly repair any damage or injury done to the Premises by such removal.

15. Property Damage Insurance.

The Council shall maintain and pay for fire and extended coverage insurance upon the Premises for the full insurable value thereof; and the City shall have no duty or obligation to provide fire or extended coverage insurance for any personal property or contents stored within the Premises and belonging to the Council or other persons. Within thirty (30) days after the execution of the Lease Agreement, the Council shall provide a copy of such insurance policy to the City for the City's review and approval. Such policy shall be deemed as approved unless the City shall object in writing within ten (10) days after such policy has been delivered to the Council.

In the event of any covered loss or damage to the Premises or improvements upon the Premises, the Council shall promptly restore the Premises to the same or better condition as such improvements existed prior to such loss, to the extent insurance proceeds are available to fund such restoration work

16. Public Liability Insurance.

The Council agrees to obtain at the Council's own proper cost and expense, a policy of public liability insurance protecting and indemnifying the City and the Council against all claims for damages to person or property or for loss of life or of property occurring upon, in, or about the Premises and arising from the use, operation and maintenance of the Premises, with liability limits of at least $100,000.00 property damage and $500,000.00 single limit with respect to bodily injury or death to any person or persons. The City shall be named as co-insured on all such policies. Such insurance policies shall provide that all notices issued by the insurance company pertaining to any changes in insurance coverage, delinquent premium notices, or other matters pertaining to the

coverage provided by such insurance policies shall be sent to both the City and the Council. Prior to and as a condition for the delivery of possession of the Premises, the Council shall deliver a certificate of insurance to the City evidencing the existence of such insurance in accordance with this paragraph. The City shall have the right at any time to require the Council to provide to the City a copy of such insurance policies, together with any amendments or additions to such insurance policies and evidence that all payments required to be made in order to maintain such insurance in full force and effect have been paid in full by the Council.

17. Taxes.

The City shall have no obligation to pay real estate taxes or assessments, if any, levied against the Premises. The Council shall pay all taxes, licenses and assessments of every kind, nature and description, including all taxes and assessments on any equipment, machinery, or personal property of any kind or nature placed in or upon the Premises by the Council.

18. Fire Risk; Conduct of Hazardous Activities Prohibited.

The Council shall not conduct any activity in or upon the Premises, or use, transport or store any substance therein, which would increase the risk of fire or damage by explosion, or which would conflict with any federal, state or local law, statute, ordinance regulation or with any fire insurance policy covering the Premises or any part thereof. The Council shall not use the Premises for the purpose of conducting any hazardous activity dangerous to health or safety or in a manner which shall unreasonably increase the premiums for fire or extended coverage insurance for the Premises.

19. Acceptance of Premises.

The Council has examined the Premises and accepts the same in the condition and state of repair as it now exists. The City expressly disclaims any warranty of merchantability or suitability for a particular purpose with respect to any of the personal property or fixtures attached to or apart of the Premises.

20. Quiet Enjoyment.

The City covenants and warrants that if the Council shall faithfully and fully discharge the obligations herein set forth, the Council shall have and enjoy during the term of this Lease, quiet and undisturbed possession of the Premises, together with all of its appurtenances.

21. Non-Liability of City for Personal Injury.

The City shall not be liable for any personal injury, death property or damage which may be sustained to the property of the Council or any of its officers, agents, employees or invitees resulting or arising from any dangerous or defective condition existing within the Premises.

22. The Council Indemnification.

The Council covenants and agrees not to do or suffer anything to be done by which persons or property located within the Premises may be injured, damaged, or endangered. The Council agrees to indemnify the City against and to hold the City harmless from any and all claims or demands for loss of or damage to property or for injury or death to any person arising from or otherwise caused by any act or omission of the Council, or its officers, agents or employees during the term of this Lease or any extension thereof. The Council shall at the Council's own expense, maintain any workers' compensation insurance or any other form of insurance required by law upon the employees or agents employed on the Premises and the City shall have no responsibility with respect thereto.

23. Condemnation.

If the Premises, or any substantial portion thereof, is condemned or taken by right of eminent domain, or by purchase in lieu thereof, then and in any such event, this Lease shall terminate and cease as of the time when possession is taken by the public authority. Such termination shall be without prejudice to the rights of either the City or the Council to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither the City or the Council shall have any rights in or to any award or payment made to the other by the condemning authority.

24. Surrender of Premises.

Upon the termination of this Lease, the Council agrees to surrender the Premises to the City in a clean and sanitary condition, and the Council shall remove all personal property from the Premises and the Premises shall be free of waste, debris or other unsanitary conditions.

25. Destruction or Damage by Uninsured Causes.

If the building situated upon the Premises is completely destroyed by fire, the elements, riots, insurrections, explosions or any other uninsured cause, such that it becomes untenantable, this Lease may be terminated by the Council at any time after such event. In the event of such uninsured loss or destruction, then this Lease may also be terminated by the City if the Council shall fail to substantially commence the reconstruction of the building upon the Premises within three (3) years after the date of such uninsured loss or if the Council shall fail thereafter to diligently prosecute and complete such reconstruction. In the event of such termination by either party, the Council shall within a reasonable time after such termination, remove all debris, rubble, improvements and unuseable structures from the Premises and otherwise restore the Premises to the same condition in which they existed at the time the original Lease between the parties for the Premises was executed.

In the event that only a portion of said building is damaged or becomes partially untenantable as a result of such uninsured cause, then the Council shall, at its sole option, i) repair the building as soon as reasonably possible or upon such extended period as both parties shall agree, or ii) terminate the Lease and restore the Premises to the same condition in which they existed at the commencement of the original Lease between the parties, including but not limited to the removal of all debris, rubble, improvements and unuseable structures from the Premises.

26. Default.

A. Time and prompt performance of each and every term, covenant and condition of this Lease is material and of the essence of this Lease. Every term, covenant and condition is a material term, covenant and condition of this Lease. Performance means compliance that is full and to the letter of this Lease. Substantial compliance will not be sufficient. Performance by the Council is a condition precedent to performance by the City.

B. The following or any of them constitute an event of default of the terms of this Lease Agreement.

(1) If the Council shall abandon the Premises. For the purpose hereof, the following shall be deemed to be an abandonment of the Premises:

(a) Subject to the provisions of section 25 of this Lease, the Council's failure to occupy and operate its business upon the Premises for at least one hundred twenty (120) business days within any calendar year during the term hereof or for a period of thirty (30) consecutive calendar days, or

(b) Failure to provide any youth program, as described in paragraphs 3 and 4 hereof, for a period of one hundred twenty (120) consecutive business days or more within any calendar year during the term hereof.

(2) If the Council shall fail to perform any other provisions of this Lease required of the Council, if the failure to perform the same is not cured within thirty (30) days after written notice has been served upon the Council.

(3) If the Council shall file or have filed against the Council in any court pursuant to any statute, either in the United States or of any other state, a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee of all or a substantial portion of the property owned by the Council, or if the Council makes an assignment for the benefit of creditors, or an execution or attachment shall be issued against the Council on all or a substantial portion of the Council' property, whereby all or any portion of the Premises covered by this Lease or any improvements thereon shall be taken or occupied. or attempted to be taken or occupied by someone other than the Council, except as may herein be otherwise expressly permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within thirty (30) days after the termination, issuance, or filing of the same.

(4) If the Council shall dissolve or otherwise have its charter as a non-profit corporation revoked or if the Council shall forfeit or otherwise lose its status as a tax-exempt entity under § 51(c)(3) of the U.S. Internal Revenue Code, as amended.

(5) If the Council shall fail to comply with the provisions with its charter or otherwise carry on or engage in any activity not permitted to be carried on by a corporation exempt from federal income tax under § 501(c)(3) of the Internal Revenue Code, as amended from time to time.

(6) Fail to perform every term, covenant and condition of this Lease, in any material respect.

C. Upon the occurrence of any event of default, and the failure, neglect or refusal of the Council to cure the same during any notice period required for such default

specified above, without further notice to the Council, the City shall be entitled to effectuate such rights and remedies against the Council as are available to the City under the terms of this Agreement and the laws of the State of Idaho, including, without limitation, the following remedies:

(1) The City shall have immediate right, but not the obligation, to terminate this Lease, and all rights of the Council hereunder by giving the Council written notice of the City's election to terminate.

(2) In the event of default by the Council under this Lease, if the City does not elect to terminate this Lease as provided herein, the City may, at any time, and from time to time, without terminating this Lease, specifically enforce all of its rights and remedies under this Lease, or allowed by law or equity, including the right to recover damages suffered by the City as a result of such breach.

D. The remedies provided in this Lease Agreement are cumulative and the exercise of any remedy by the City shall not be exclusive of the right to effect any other remedy, allowed the City under the terms of this Agreement, or by law or equity.

E. Any delay by the City in enforcing the terms of this Agreement or any considerations or departures therefrom shall not operate to waive or be deemed to be a waiver of any right to require compliance that is full and to the letter of this Agreement or to thereafter require performance by the Council in strict accordance with the terms of this Agreement.

F. In the event that any remedy granted to the City under the terms of this Agreement is held void or unenforceable, the City shall nevertheless have all of the other remedies provided in this Agreement that are not contrary to law.

27. Attorney's Fees and Costs.

Should either party default in the performance of any covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including but not limited to, a reasonable attorney's fee, including such fees on appeal, which the prevailing party may incur in enforcing this Agreement or in pursuing any remedy allowed by law for breach hereof.

28. Notices.

Service of any notice permitted or required under the terms of this Agreement shall be deemed complete upon the deposit of the same in the United States Mail, by Certified or Registered Mail, addressed to the Council at 574 4th Street, Idaho Falls, Idaho 83404; or addressed to City at P.O. Box 50220, Idaho Falls, Idaho 83402, as the case may be, or such other address as either shall hereafter in writing to the other designate, or by causing said notice to be served personally upon the Council or on the City as the case may be. For the purposes hereof, personal service shall be complete when served in the manner provided for service of process under the Idaho Rules of Civil Procedure.

29. Idaho Law Governs.

This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.

30. Final Agreement.

This Lease Agreement contains the complete and final agreement of the parties, and may not be modified or changed orally, and no prior statement representation or understanding shall be binding except as expressly set forth herein. This Agreement may be modified only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

31. Binding on Successors.

The provisions, stipulations, terms, covenants, conditions and undertakings in this Lease and any renewals thereof shall inure to the benefit of and bind the successors and assigns or successors in interest of the parties hereto.

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

ATTEST:

Rose Anderson
City Clerk

CITY OF IDAHO FALLS

By:
Jared Fuhriman
Mayor

CITY OF IDAHO FALLS CORPORATE Seal BONNEVILLE COUNTY IDAHO

GRAND TETON COUNCIL, BOY SCOUTS OF AMERICA, INC.

By: _____

Scout Executive

Exhibit A

Beginning at a point that is 3.0°17'12" W. . 17.38 feet and S. 89°17'10" E. 414.0 feet from the N.W. Corner of the South Half, Southwest Quarter, Northwest Quarter of the Northwest Quarter (S½SW¼NW¼NW¼) of Section Twenty (20), Township Two (2) North, Range Thirty-eight (38), E.B.M. , which point is on the South property line of Fourth Street, and running thence S. 89°17'10" E. along the South property line of Fourth Street 220.65 feet to the West property line of Freeman Avenue; thence S. 0°18' W. along the West property line of Freeman Avenue 99.90 feet; thence West along a line parallel to and 20.0 feet North of the North property line of John Adams Parkway 221.26 feet; thence N. 0°18' E. 103.27 feet to the point of beginning, containing 0.52 acres, more or less.

G:\WPDATA\DWS\2300 City of Idaho Falls\Municipal Services\Leases\BSA Lease\BSA Lease Agreement.v3.wpd:sm

IDAHO FALLS

MEMORANDUM

FROM: Michael Kirkham
DATE: Monday, August 17, 2020
RE: City Bus Stop Bench Program Corrected Ordinance

Council Action Desired

☒ Ordinance ☐ Resolution ☐ Public Hearing

☐ Other Action (Approval, Authorization, Ratification, etc)

Approve the Ordinance rescinding the bus stop bench program to the City Code under a suspension of the rules requiring three complete and separate readings and direct that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Description, Background Information & Purpose

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

Relevant PBB Results & Department Strategic Plan



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☒

Recommend rescission of the City bus stop bench program is good governance and public transportation systems are important to City values and goals.

Interdepartmental Coordination

Interdepartmental coordination included Community Development, Municipal Services, Public Works, and Legal.

Fiscal Impact

Loss of approximately six hundred dollars ($600) yearly in bus stop bench licensing fees.

Legal Review

Reviewed by the Legal Department, who drafted the enclosed Ordinance.

ORDINANCE NO. _____

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

WHEREAS, in 1988, the City approved a comprehensive bus stop bench program to allow private bus stop benches to be placed in locations and a manner that supported of public transportation corridors in the City; and

WHEREAS, the City bus stop bench program was administered for many years and, with some adjustments, was effective and fulfilled its purposes; and

WHEREAS, the location of the bus stop benches and bus and public conveyance routes have changed to the point that the bus stop bench program has been reconsidered and is found to be ineffective; and

WHEREAS, changes in use, availability of public conveyance options, funding, ridership, advertising and signage laws, City collectors and arterials, and public transportation routes options provided by the Targhee Regional Planning Transportation Authority (TRPTA), suggest that the City bus stop bench program is no longer required to meet the needs of the community; and

WHEREAS, the transportation needs of the community for privately provided bus stop benches can be served better by Bonneville Metropolitan Planning Organization (BMPO), City planning, TRPTA or its agent or successors, and general intra-governmental cooperation than with the current City bus stop bench program; and

WHEREAS, the Council wishes to discontinue the City bus stop bench program; and

WHEREAS, on July 30, 2020, Council passed Ordinance 3321 intending to discontinue its bus stop bench program; and

WHEREAS, because of a City Code numbering inconsistency, and in an effort to correct potential historical inaccuracy or confusion, the Council desires that this Ordinance rescind the City's bus stop bench program.

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

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

. . .

~~8-8-7: BUS STOP BENCHES: Bus stop benches may be installed or placed upon public sidewalks, subject to the restrictions and standards in this Chapter.~~

~~(A) Installation of Bus Benches Prohibited. No person shall install or place any bus stop bench upon any public sidewalk located within the City, except as provided in this Section. Persons may install or place bus stop benches upon public sidewalks adjacent to streets in the downtown area of the City or adjacent to main bus route streets within the City only, upon obtaining a permit from the City for each location at which a bus stop bench will be installed or placed.~~

~~(B) Application Fee. Any person who desires to obtain a bus stop bench permit shall file a written application with the City Clerk. The application shall state the name, address, and telephone number of the person to whom the permit is to be used, the number of locations for which the permit is sought, and the street address of each such location. The number of benches at each location shall be limited to one (1) bench. Applications shall be accompanied by a non-refundable permit fee in an amount set from time to time by Resolution of the Council for each location for which the permit is sought. The application shall carry the written approval of the Chief of Police. No bus stop bench permit shall be issued without the approval of the Council.~~

~~(C) Term; Extension of Permit to Additional Locations; Fee. Bus stop bench permits shall be valid only for the location and the calendar year for which they are issued and shall expire on December 31 of the year for which they are issued. If the holder of a valid bus stop bench permit desires to install benches at locations not covered by his or her existing permit, he shall apply in writing to the Clerk to have the existing permit extended to cover additional locations. The application shall state the name, address, and telephone number of the permit holder, the number of the existing permit, the number of additional locations to be covered by the permit the street address of each such new location and the number of benches to be installed at each such new location added to the permit. The application shall be accompanied by a nonrefundable fee in an amount set from time to time by Resolution of the Council for each additional location to be covered by the permit. Upon approval of the application by the Chief of Police and the Council, the permit holder's existing permit shall be extended to cover the additional locations.~~

~~(D) Permits Nontransferable. Bus stop bench permits shall not be transferable.~~

~~(E) Renewal and Fee. Bus stop bench permits may be renewed annually upon written request of the permit holder and payment of a nonrefundable renewal fee in an amount set from time to time by Resolution of the Council for each location covered by the permit. Requests for renewal must be filed with the Clerk prior to the date on which the existing permit expires. Requests for renewal shall be subject to the approval of the Chief of Police and the Council. Requests for renewal may be denied, in whole or in part, by the Chief of Police or the Council if the permit holder has failed to comply with the provisions of this Section.~~

~~(F) Failure to Renew Permit. Unless a written request for a renewal permit has been made, any bus stop bench installed or placed pursuant to a permit issued by the City shall be removed by the permit holder, at the permit holder's expense, not later than the expiration date of the permit. If the permit holder fails to comply with the requirements of this paragraph, the City may cause the bench or benches to be removed and shall charge the cost of such removal to the permit holder.~~

~~(G) Installation on sidewalks maintained by City. If a person desires to install a bus bench on a sidewalk maintained by the City (e.g. Sunnyside Road), the Director of the City Department that maintains the sidewalk shall give written consent to the installation of such bench. To reduce public maintenance costs, construction of pads for the benches or other measures may be required by the Department. Such written consent shall accompany the application and be considered in the approval of the location by the Chief of Police and the Council.~~

~~(H) Number of Locations. Except as otherwise provided in this Section, the total number of locations for which the City may issue bus stop bench permits, including renewal permits, shall not exceed sixty (60) in any one calendar year. Upon recommendation by the Chief of Police, the Council may, by Resolution duly passed and adopted, increase the total number of locations for which such permits may be issued.~~

~~(I) Permit Not A Property Right. The issuance of any bus stop bench permit or any renewal permit shall not be construed to give the permit holder any vested interest in or right to use or occupy any public property within the City.~~

~~(J) Compliance With Code. Bus stop bench permit holders shall comply with all provisions of this Section concerning the installation, location, maintenance and use of any bus stop bench upon public sidewalks within the City.~~

~~(K) Indemnification. Bus stop bench permit holders shall indemnify and hold harmless the City, its agents, officials and employees from and against any and all claims for personal injury or for any loss or damage to property arising from the installation, placement, location or maintenance of any bus stop bench for which a permit is issued.~~

~~(L) Standards.~~

~~(1) Any bus stop bench installed or placed upon any public sidewalk as permitted by this Chapter shall comply with the regulations and standards set forth in this Section.~~

~~(2) No bus stop bench shall exceed eighty-four inches (84") in length, forty inches (40") in height or twenty-four inches (24") in depth. Any bus stop bench installed or placed in a "clear view zone", as defined by the Code, shall not exceed two feet (2') in height.~~

~~(3) Bus stop benches may be installed upon public sidewalks adjacent to streets in the downtown area of the City or adjacent to main bus route streets within the City only at locations approved by the Chief of Police. The Chief of Police shall have authority to disapprove any location that lies within any residential area of the City, whether or not such location is on a public sidewalk adjacent to a main bus route street. The Chief of Police also shall have authority to disapprove any location where the installation of a bus stop bench would unreasonably impede or interfere with the flow of pedestrian or vehicular traffic, endanger the safety of persons or property, or otherwise fail to comply with the provisions of this Section.~~

~~(4) No bus stop bench shall be installed upon any public sidewalk adjoining the front yard or side yard facing a street of any real property in the City on which a one-family or two-family dwelling is situated unless such owner or owners of the real property are notified of the request for installation of such bench at least fifteen (15) days prior to filing of the application with the Clerk. A copy of the notice to the property owner and proof of receipt shall be presented to the Clerk with the application.~~

~~(5) No bus stop bench shall be installed or placed in any manner that endangers the safety of persons or property, or at any location or site that is used for public utility purposes or other governmental use, or when such bench unreasonably interferes with or impedes the flow of pedestrian or vehicular traffic, the ingress into or egress from any crosswalk, residence, place of business, or any legally parked or stopped vehicle or the use of any poles, posts, traffic signs or signals, hydrants, mailboxes, or other public structures or objects installed at said location.~~

~~(6) All bus stop benches shall be placed parallel to and along the inward edge of the sidewalk. Bus stop benches shall be located so that there is a clear space for pedestrian traffic of at least five feet (5') between the front edge of the bench and the curb line; however, if the sidewalk is less than seven feet (7') in width, the clear space may be reduced to not less than four feet (4').~~

~~(7) Bus stop benches shall be located within fifteen feet (15') of a designated public bus stop or designated bus stop for buses operated by a governmental agency or a contractor of a governmental agency.~~

~~(8) No bus stop bench shall be placed within fifteen feet (15') of any fire hydrant.~~

~~(9) No bus stop bench shall be placed within three feet (3') of any marked crosswalk, street light pole, utility pole, traffic sign pole, fire call box, police call box or other emergency facility, or designated loading or unloading zone.~~

~~(10) No bus stop bench shall be placed within three feet (3') of any display window abutting the sidewalk in a manner that impedes or interferes with the reasonable use of such window for display purposes.~~

~~(11) No bus stop bench shall project on or over or be located in any part of any public street or alley; nor shall any such bench rest upon the public sidewalk in any area where a public alley or private driveway exists into a public street.~~

~~(12) No bus stop bench shall have any spikes, decorations or protrusions which create an unreasonable risk of bodily injury or harm to pedestrians.~~

~~(13) No bus stop shall be affixed, anchored, bolted or otherwise attached to the public sidewalk.~~

~~(14) No bus stop shall have any bench be chained, bolted, or otherwise attached to any fire hydrant, pole, receptacle or other public fixture.~~

~~(M) Maintenance. Each bus stop bench shall be maintained by its permit holder, at the permit holder's own expense, in a safe, clean, neat and attractive condition. Such maintenance shall include, but not be limited to, snow removal from the area in which each such bench is located.~~

~~(N) Identification. The name, address and telephone number of the permit holder and the permit number shall be affixed in a conspicuous place to each bus stop bench.~~

~~(O) Advertising. Bus stop benches may be used by the permit holder for advertising signs or publicity purposes. Such signs shall be securely fastened to the bench. No advertising sign, advertising or publicity device or any other attachment shall extend beyond the dimensional requirements set forth in the Sign Code.~~

~~(P) Notice of Violation. The Chief of Police shall give notice in writing to the permit holder and owner, if known, of any bus stop bench that exists in violation of this Section. The notice shall be served by depositing it in the United States mail, first class postage prepaid, certified mail, return receipt requested, and addressed to the permit holder at the address shown on the permit or to the owner at the owner's last known address. The notice shall request the permit holder and owner of the bus stop bench remove such bench or bring it into conformity with the standards of this section within thirty (30) days of receipt of the notice. The notice shall be deemed received upon its deposit in the United States mail in the manner set forth in this section. Failure of a permit holder to comply with such notice shall be grounds for revocation of the permit. If any bus stop bench exists in violation of the provisions of this section and its permit holder or owner is unknown to the Police, such bench shall be deemed to be abandoned property and the Chief of Police shall have authority to confiscate such bench and to cause its immediate removal.~~

~~(Q) Revocation of Permit. Upon complaint of the Chief of Police and upon thirty (30) days written notice to the holder of a bus stop bench permit, the Council shall have the authority to revoke such permit, for all locations covered by the permit, for violations of the provisions of this Section or any regulations issued in connection therewith, or for any other good and sufficient cause. The decision of the Council in the matter of such revocations shall be final. Any revoked permit shall be immediately surrendered to the Clerk, and the permit holder shall, at his or her own expense, immediately remove benches from all locations for which the permit was revoked.~~

~~(R) Emergency Removal of Benches. The Police and the Fire Departments shall have the authority, without prior notice to the permit holder or owner, to cause the removal of any bus stop bench which wholly or in part rests on or projects over any part of a public street or alley, or which interferes with or impedes access to any fire hydrant, fire call box, police call box, utility pole or post, or other public fixture, or which unreasonably interferes with or impedes the flow of pedestrian or vehicular traffic, or which creates any unreasonable risk of bodily injury or harm to persons or damage to property.~~

~~(S) Disclaimer. Nothing in this Section, including without limitation the approval of any bus stop bench location and the issuance of any permit, shall be construed as imposing upon the City, its agents, officials or employees any private duty or liability for any injury to persons, or for any loss or damage to property arising from the installation, placement or maintenance of any bus stop bench. Neither shall this Section be construed to create any liability or cause of action against the City, its agents, officials or employees for any injury to persons or for any loss or damage to property arising from the failure of any bus stop bench permit holder or owner to meet the standards of this Section.~~

8-8-~~8~~7: PUBLIC FIXTURES ALLOWED ON SIDEWALKS: The City and the State of Idaho may install, place, and maintain utility poles and equipment, fire hydrants, traffic signs and signals, benches, receptacles for decorative trees and plants, bicycle racks, and any other publicly-owned fixtures or structures upon public sidewalks within the City, as permitted by law.

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

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

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

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

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

CITY OF IDAHO FALLS, IDAHO

_____
REBECCA L. NOAH CASPER, MAYOR

ATTEST:

_____
KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, RESCINDING TITLE 8, CHAPTER 8 TO DISCONTINUE THE CITY BUS BENCH PROGRAM; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
(SEAL) KATHY HAMPTON, CITY CLERK

IDAHO FALLS

MEMORANDUM

FROM: P.J. Holm
DATE: Monday, August 24, 2020
RE: Request for Proposals for Splash Pad

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

Reject all proposals (or take other action deemed appropriate).

Description, Background Information & Purpose

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

Relevant PBB Results & Department Strategic Plan



☒ ☒ ☐ ☐ ☐ ☐ ☐ ☐

Recommend rejection of all proposals for RFP-20-074 meets the economic and good governance objectives of the City values and goals.

Interdepartmental Coordination

Interdepartmental coordination included Parks, Municipal Services, Public Works, and Legal.

Fiscal Impact

No fiscal impact is anticipated by this proposed action.

Legal Review

Reviewed by the Legal Department.

IDAHO FALLS

MEMORANDUM

FROM: Chief Bryce Johnson
DATE: Thursday, August 20, 2020
RE: Body Worn Camera Purchase/Grant

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

Approve the purchase of body worn cameras and associated equipment (or take other action deemed appropriate).

Description, Background Information & Purpose

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

Relevant PBB Results & Department Strategic Plan



☐ ☒ ☐ ☐ ☐ ☒ ☐ ☐

Interdepartmental Coordination

IFPD has coordinated with IT with the equipment needs and infrastructure.

Fiscal Impact

The current purchase is for $85,505.01. $45,000 will be reimbursed from the DOJ grant and $40,505.01 will be paid for with budgeted funds. The additional $4,494.99 of our match was done earlier in the budget year.

Legal Review

Click or tap here to enter text.

PURCHASE REQUISITION NBR: 0000076425

STATUS: SUPERVISOR (#1)

REQUISITION BY: ASCHOLES/JGALBREAITH REASON: BWC- 2020 GRANT PURCHASE DATE: 8/12/20

SHIP TO LOCATION: POLICE DEPARTMENT SUGGESTED VENDOR: 4113 ENFORCEMENT VIDEO, LP DELIVER BY DATE: 8/12/20

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	2- PIECE BODY CAMERA, VISTA XLT ITEM VIS-XLT-WIF-001 Includes the VISTA XLT Wi-Fi 2-Piece Body-Mounted Camera with 12 hours continuous HD recording , with 32 GB of storage. Also include s your choice of one DVR mount , and one camera mount COMMODITY: POLICE EQUIP & SUPPLIES SUBCOMMOD: MISC POLICE EQUIP & SUP	65.00	EA	1095.0000	71175.00	
2	TRANSFER STATION ASSY, VIS-VTS-DTC-001 ITEM #VIS-VTS-DTC-001 8 Cameras , Ethernet , DEV 144 , Enhanced ESD Protection COMMODITY: POLICE EQUIP & SUPPLIES SUBCOMMOD: MISC POLICE EQUIP & SUP	8.00	EA	1495.0000	11960.00	
3	SHIRT SPRING CLIP, WITH LATCH, VISTA XLT item VIS-XLT-MNT-SRT COMMODITY: POLICE EQUIP & SUPPLIES SUBCOMMOD: MISC POLICE EQUIP & SUP	65.00	EA	19.0000	1235.00	
4	WARRANTY, VISTA 1ST YEAR- INCLUDED COMMODITY: POLICE EQUIP & SUPPLIES SUBCOMMOD: MISC POLICE EQUIP & SUP	65.00	EA	.0001	.01	
5	FREIGHT COMMODITY: POLICE EQUIP & SUPPLIES SUBCOMMOD: MISC POLICE EQUIP & SUP	1.00	EA	1135.0000	1135.00	

REQUISITION TOTAL: 85505.01

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00120025113400	Minor Equipment		100.00	71175.00
2	00120025113400	Minor Equipment		100.00	11960.00
3	00120025113400	Minor Equipment		100.00	1235.00
4	00120025113400	Minor Equipment		100.00	.01
5	00120025113400	Minor Equipment		100.00	1135.00
					85505.01

Approved/Copies to Purchasing on__

PURCHASE REQUISITION NBR: 0000076425

STATUS: SUPERVISOR (#1)

REQUISITION BY: ASCHOLES/JGALBREAITH
REASON: BWC- 2020 GRANT PURCHASE
DATE: 8/12/20

SHIP TO LOCATION: POLICE DEPARTMENT
SUGGESTED VENDOR: 4113 ENFORCEMENT VIDEO, LP
DELIVER BY DATE: 8/12/20

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

REQUISITION IS IN THE CURRENT FISCAL YEAR.

4RE/VISTA Price Quote

CUSTOMER: Idaho Falls Police Department

Attn: Accounts Payable,
P. O. Box 50220,,
Idaho Falls,ID,,
83405

ATTENTION: Lori Posey

PHONE: 208-612-8616

E-MAIL:

ISSUED: 8/11/2020 4:26 PM

EXPIRATION: 12/31/2020 6:00 PM

TOTAL PROJECT ESTIMATED AT: $85,505.00

SALES CONTACT: Michelle Oleari

DIRECT:

E-MAIL:
michelle.oleari@motorolasolutions.com

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-XLT-WIF-001	VISTA XLT 2-Piece Body Camera. Includes the VISTA XLT Wi-Fi 2-Piece Body-Mounted Camera with 12 hours continuous HD recording, with 32 GB of storage. Also includes your choice of one DVR mount, and one camera mount	65.00	$1,095.00	$0.00	$71,175.00
VIS-VTS-DTC-001	VISTA Transfer Station Assy, 8 Cameras, Ethernet, DEV 144, Enhanced ESD Protection	8.00	$1,495.00	$0.00	$11,960.00
VIS-XLT-MNT-SRT	VISTA XLT, Shirt Spring Clip, with Latch	65.00	$19.00	$0.00	$1,235.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-CAM-1ST	Warranty, VISTA 1st Year (Months 1-12) Included	65.00	$0.00	$0.00	$0.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
BRK-DV1-MIC-100	Miscellaneous Item One	65.00	$0.00	$0.00	$0.00
Freight	Shipping/Handling and Processing Charges	1.00	$1,135.00	$0.00	$1,135.00
					$85,505.00

Total Estimated Tax, may vary from State to State **$0.00**

Configuration Discounts	**$0.00**
Additional Quote Discount	**$0.00**
Total Amount	**$85,505.00**

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

4RE/VISTA Price Quote

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

IDAHO FALLS

MEMORANDUM

FROM: Brad Cramer, Director

DATE: Thursday, August 27, 2020

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

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

1. Approve the Termination and Release Agreement for Lot 1 Block 1 Diamond Park Addition Subdivision, and give authorization for the Mayor and City Clerk to execute the necessary documents.

2. Approve the new Development Agreement for Teton Mesa Division No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents.

Description, Background Information & Purpose

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

Relevant PBB Results & Department Strategic Plan



☒ ☒ ☒ ☐ ☒ ☐ ☒ ☒

Consideration of the Termination of the Past Development Agreement and approval of a new Development agreement must be consistent with the principles of the Comprehensive

Plan and Zoning Ordinances, which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination

Staff from Planning has reviewed the agreements. Legal and Public Works have prepared the Development Agreement.

Fiscal Impact

NA

Legal Review

Legal has reviewed the Development Agreement and reviewed the item pursuant to applicable law.

Recording Requested By and
When Recorded Return to:

The Housing Company
565 W. Myrtle Street, Suite 250
Boise, Idaho 83702
Attention: Kathryn Almberg

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

TERMINATION AND RELEASE AGREEMENT

THIS TERMINATION AND RELEASE AGREEMENT ("**Agreement**") is made as of the ____ day of August, 2020, by The Housing Company, an Idaho nonprofit corporation ("**THC**") with the consent of the City of Idaho Falls, a municipal corporation ("**City**"), and is made with reference to the following facts:

RECITALS

A. THC is the owner of all of the property described in Exhibit A, attached hereto and by reference made a part hereof (the "**Property**").

B. The Property was previously owned by Big View Builders, Inc., an Idaho corporation ("**BVB**").

C. On May 1, 2006, BVB caused to be recorded against the Property, a Development Agreement executed between BVB, as Developer thereunder, and the City, as Instrument No. 1222209, in the Official Records of Bonneville County, Idaho ("**Development Agreement**").

D. On August 2, 2006, BVB, as Owner of the Property, caused a plat of the Property to be recorded as one legal parcel named Lot 1 Block 1 Diamond Park Addition Subdivision, Division No. 1, as Instrument No. 1232779, in the Official Records of Bonneville County, Idaho ("**Original Plat**").

E. Pursuant to the terms of the Development Agreement, in order for the Original Plat to be accepted by the City for recordation per Section 1 of the Development Agreement, BVB was required (i) to complete construction of certain public improvements and facilities and deliver to the City that certain Corrected Improvement Plans, (ii) to complete construction of Shared Work, (iii) to pay all recording fees related to the recordation of the Development Agreement, (iv) to obtain a certification on the Original Plat that water rights and assessment obligations will or will not apply to the Property and (v) to obtain a certification (not needed to be on the Original Plat) from an appropriate irrigation district, canal company or other entity that any stormwater discharge from the Property to said discharge area as shown on the Improvement Plan is acceptable (collectively, "**Subdivision Prerequisites**"). Capitalized terms not otherwise defined in this Recital E or Section 1 herein shall have the meanings ascribed to them in the Development Agreement.

F. BVB was administratively dissolved by the Idaho Secretary of State Office on August 6, 2009.

G. THC is now the owner of all of the land and improvements located on and comprising the Property.

H. THC is in the process of replatting the Property in order to subdivide the Property into two separate legal parcels and desires to terminate the Development Agreement and associated improvement drawings as approved on July 26, 2006, recognizing that the effect of such is to terminate all rights and obligations set forth therein and remove the Development Agreement as an encumbrance on the Property. THC and the City mutually agree to execute a new development agreement related to the replatting process (the "**New Development Agreement**").

I. As a party to the Development Agreement, the City desires to consent to the termination of the Development Agreement as provided herein.

TERMINATION AND RELEASE

1. **Consent by City.**

   Subject to the execution of the New Development Agreement between the City and THC, or its successor or assigns, the City consents to termination and release of the Development Agreement as an encumbrance of record against the Property.

2. **Termination of Development Agreement.**

   Upon the recording of this Agreement and the execution of the New Development Agreement between the City and THC, the City and THC, as the sole owner of the Property that is legally described in the Original Plat, hereby releases and terminates the Development Agreement and associated improvement drawings as approved on July 26, 2006, as an encumbrance of record against the Property. The terms and conditions of the Development Agreement shall not be binding upon the Property or any successor owner of the Property, nor shall the terms and/or covenants contained in the Development Agreement be deemed to run with the land as to any portion of the Property.

3. **Miscellaneous.**

   This instrument shall be binding upon and shall inure to the benefit of THC, as the owner of the Property, and its successors and assigns, and all persons claiming any right, title or interest in and to the Property by, through or under THC. This instrument shall be governed by and construed in accordance with the laws of the State of Idaho.

4. **No Waiver.**

Nothing in this Agreement shall be construed as a developer obligation waiver to THC, or its successors in interest, from developing property pursuant to the City's ordinances and the general laws of the State of Idaho. THC, or its successors in interest shall comply with all general developer obligations, including obligations to construct or install public improvements, that are required by the City's Zoning Code or City's Subdivision Ordinance. Neither shall this Agreement be construed as a waiver to THC or its successors in interest from complying with any other provision in the City's Code of Ordinances, including the City's Zoning Code, or the Idaho Code.

5. Recitals Incorporated.

The Recitals set forth above are incorporated into and are made a part of this Amendment.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has duly executed and delivered this Termination and Release Agreement as of the date first above written.

THE HOUSING COMPANY,
an Idaho nonprofit corporation

By: _____
Name: Kathryn Almberg
Title: Vice President and Director of Operations

State of Idaho)
):ss
County of Ada)

On this 21st day of August, 2020 before me, a Notary Public in and for said State, personally appeared KATHRYN ALMBERG known or identified to me to be the Vice President and Director of Operations of The Housing Company, an Idaho nonprofit corporation, and acknowledged to me that she executed said instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at: Canyon County
My Commission Expires: 10/30/2024

TIFFANY PATCHETT
NOTARY
PUBLIC
Comm. No. 60276
STATE OF IDAHO

CONSENT BY: CITY OF IDAHO FALLS

City of Idaho Falls, a municipal corporation, is a party to that certain Development Agreement executed between Big View Builders, Inc., an Idaho corporation, as Developer thereunder, and the City of Idaho Falls dated April 28, 2006 and recorded on May 1, 2006 as Instrument No. 1222209 in the Official Records of Bonneville County, Idaho. The City hereby consents to and joins in the execution of this Termination and Release Agreement solely as it relates to the termination and release of the Development Agreement.

EXECUTED as of this _____ day of _____, 2020.

ATTEST:

By:_____
Name: Kathy Hampton
Title: City Clerk

CITY OF IDAHO FALLS

By:_____
Rebecca L. Noah Casper
Mayor

STATE OF IDAHO)
) ss
COUNTY OF Bonneville)

On this _____day of _____, 2020, before me, the undersigned, a Notary Public for Idaho, personally appeared Rebecca L. Noah Casper, to me known to be the Mayor of the City of Idaho Falls, the municipal corporation that executed the foregoing document, and acknowledged the said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

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

Notary Public for _____
Residing at: _____
My Commission Expires: _____

Approved as to form:

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of the Property

Lot 1 in Block 1 of Diamond Park Addition Subdivision, Division No. 1, to the City of Idaho Falls, Bonneville County, Idaho, according to the plat recorded August 2, 2006 as Instrument No. 1232779.

DEVELOPMENT AGREEMENT
TETON MESA

This DEVELOPMENT AGREEMENT TETON MESA (hereinafter called "AGREEMENT"), made this _____day of _____, 2020, by and between the CITY OF IDAHO FALLS, Idaho, a municipal corporation of the State of Idaho, (hereinafter "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and THE HOUSING COMPANY, an Idaho non-profit corporation (hereinafter "DEVELOPER"), whose mailing address is 565 W. Myrtle St., Ste. 250, Boise, Idaho 83702.

W I T N E S S E T H:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within the CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and,

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and,

WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and,

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and,

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and,

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference, and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated

within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement

Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from

and against all claims against DEVELOPER and DEVELOPER's successors or assigns and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this

Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;

B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;

C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;

D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and

F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording Fees. Prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall obtain a certification upon the plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall state that the water rights for all property within the Subdivision have been transferred from the property and that all liens and assessments of such water delivery entity have been released.

22. Storm Water Discharge Certification. Prior to the acceptance and approval of Final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the Final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the Final Improvement Plans is approved and accepted by such entity.

23. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Stand Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

26. Nondiscrimination Laws. DEVELOPER shall adhere to the provisions of CITY's Nondiscrimination Ordinance, Idaho Falls City Code Title 5, Chapter 11, as amended.

27. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

28. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

29. Notice of Default; Opportunity to Cure; Benefit of Agreement. The obligations and undertakings of the Developer set forth in this Agreement are made for the benefit of the City and the Developer. Notwithstanding the foregoing, the City (i) acknowledges that Developer shall be assigning its rights under this Agreement to Zions Bancorporation, N.A., dba Zions First National Bank, a national banking association ("Lender") as collateral security for the obligations of Developer under the documents evidencing and securing certain loans from Lender which will finance the construction and development of the Subdivision, and (ii) acknowledges and agrees that, if Lender succeeds to Developer's interest in the Development Agreement, City will recognize Lender as the successor in interest to the Developer for all purposes under this Agreement so long as the Lender complies with the applicable terms of this Agreement. City hereby agrees to give a copy of any notice of default under the Agreement to the Lender at the following address:

Zions Bancorporation, N.A., dba Zions First National Bank Real Estate Banking Group
Attention: Wendy Leonelli
Suite 400, One South Main Street
Salt Lake City, Utah 84133

City agrees that Lender shall have the same rights to cure any default under the Agreement as the

Developer.

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

_____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

STATE OF IDAHO)

) ss.

County of Bonneville)

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

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

_____
Notary Public of Idaho

Residing at: _____

My Commission Expires: _____

(Seal)

TETON MESA

By: The Housing Company

By _____

Kathryn Almberg, VP and Director of Operations

STATE OF Idaho)

) ss:

County of Ada)

On this 25th day of August, 2020, before me, the undersigned, a

notary public, in and for said State, personally appeared Kathryn Almberg, known or identified to me to be the VP and Director of Operations of The Housing Company, and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said company.

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

Notary Public of Idaho
Residing at: Canyon County
My Commission Expires: 10/30/2024

(Seal)



EXHIBIT "A"
PROPERTY

TETON MESA

Legal Description

LOT 1 IN BLOCK 1 OF DIAMOND PARK ADDITION SUBDIVISION, DIVISION NO. 1 TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, ACCORDING TO THE PLAT RECORDED AUGUST 2, 2006 AS INSTRUMENT NO. 1232779.

Parcel contains5.169 ACRES MORE OR LESS.

EXHIBIT "B"

SPECIAL CONDITIONS FOR

TETON MESA SUBDIVISION, NO. 1

S-C 1.00. Surface Drainage Fees. The surface drainage fee for this Subdivision is One Thousand Six Hundred Eighty-Eight Dollars and Seventy-Two Cents ($1,688.72) at $.0075 per square foot; the total area is 225,162 square feet, payable as follows:

Due Date	Payment Amount
Upon execution of this Agreement	$ 168.87
November 1, 2020	$ 379.96
February 1, 2019	$ 379.96
May 1, 2021	$ 379.96
August 1, 2021	$ 379.97
TOTAL	$ 1,688.72

S.C. 2.00. Lomax Street. – DEVELOPER will construct a right-turn lane into the project as required on the Site Plan.

S.C. 3.00. Storm Pond. – Storm pond is owned by DEVELOPER or their assigns and shall be landscaped in accordance with the approved landscape plan and shall be maintained by the Development. No fencing will be allowed on the South side of the R-1 area that the storm pond is to be built on. Storm pond may be terraced to enhance usability.

S-C 4.00 Water Line Connection in 5th East. CITY agrees to allow DEVELOPER to connect to the water main located in Lomax Street, subject to DEVELOPER's payment of the water main connection fees in the amount of Nineteen Thousand Nineteen Dollars ($19,019); four hundred fifty-five (455') feet currently at Forty-One Dollars and Eighty Cents ($41.80) per foot), upon execution of this Agreement, pursuant to Section 8-4-14 (C) of the City Code. Pursuant to Section 8-4-14 (B) of the City Code, DEVELOPER or their heirs or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

S-C 5.00 Sewer Main Connection Fee. CITY agrees to allow DEVELOPER to connect to the sewer previously constructed within the development, subject to DEVELOPER's payment of the sewer main connection charge pursuant to Section 8-1-23(C) of the City Code in the amount of Seven Thousand Five hundred Ninety-Five Dollars ($7,595), (three hundred and ten (310') feet currently at Twenty-Four Dollars and Fifty Cents ($24.50) per foot). Mainline connection fee costs will be adjusted accordingly in the event that the connections are not made at time when CITY Fee Resolution reflects the rate referenced herein. Pursuant to Section 8-1-23(B) of the City Code, DEVELOPER or their heirs or assigns shall also pay individual sewer connection fees each time on individual sewer service line is connected to CITY sewer system. Such fees shall be paid in the amounts and manner set forth in such Code Section.

IDAHO FALLS

MEMORANDUM

FROM: Brad Cramer, Director

DATE: Thursday, August 27, 2020

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

Council Action Desired

☒ Ordinance ☐ Resolution ☒ Public Hearing

☐ Other Action (Approval, Authorization, Ratification, etc)

Reconsideration of the final decision of the July 30, 2020 City Council denial of the rezone request from LM to LC. Upon reconsideration, the decision may be affirmed, reversed or modified after compliance with applicable procedural standards.

Description, Background Information & Purpose

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

Relevant PBB Results & Department Strategic Plan



☐ ☒ ☒ ☐ ☒ ☐ ☒ ☐

Reconsideration of the rezone must be done consistent with the principles of the Comprehensive Plan, which includes many policies and goals related to good governance, growth, sustainability, and livable Communities.

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

CDS staff has reviewed the process for reconsideration with the Legal Department.

From: Brandon Lee
Sent: Monday, August 10, 2020 12:08 PM
To: Brad Cramer <BCramer@idahofallsidaho.gov>
Subject: Appeal of Rezone Request from LM to LC of Lot 3 Block 2 Sayer Business Park Division No 1

Dear Mr. Cramer -

I am writing a brief letter to appeal the decision made at City Council on July 30th, 2020 regarding the rezone request for the 5.5 acre parcel at Bentley and Chaffin.

Per my review of Idaho State statute, it appears that I should have been given an opportunity to present a rebuttal to comments and information that was provided that evening.

I did have additional information that I could have shared in response to comments and questions that were raised that could have added to the body of information that Council used when determining their position on this issue.

I do not wish to waste anyone's time, but for this reason I would like an opportunity to present information I could have shared had I been given an opportunity to that evening.

Thank you in advance for your consideration of this request.

Sincerely,

Brandon Lee

July 7, 2020

Dear Planning and Zoning Commissioners

I am writing this brief statement in support of the rezone of the property at the corner of Bentley and Chaffin from LM to Limited Commercial

As a nearby property owner, I have a vested interest in "the neighborhood" and I feel that the rezone would allow uses, such as multi-family residential, that support a healthy, well balanced, and well transitioned neighborhood.

In my opinion, this rezone and potential development will continue the transition and development of this vacant ground, all of which helps and enhances property values and the city. They also provide additional safety by having more people engage in the communities in which they live and work.

Thank you for your consideration of the rezone request and again, offer my full support for this request.

Sincerely,

Dean M. Mortimer

Dean M. Mortimer
208-709-2810
Commerce Properties Investments, LLC
6549 So 5th West
Idaho Falls, Id 83404

Bonneville County Farm Bureau

1655 Hollipark Drive • Idaho Falls, Idaho • 83401-2174 Phone: (208) 522-2652

Good Morning Brad,

Bonneville County Farm Bureau Federation Board of Directors has great concern regarding the proposed zoning change to the Sayer Property located on Jones Street. We wish to voice our opposition to this zoning change. Bonneville County Farm Bureau Federation is the current owner of the property at 1655 Hollipark Dr. Idaho Falls, Idaho.

This proposed zoning change does not maintain contiguous zoning in the area. Allowing this Spot Zoning to take place will allow high density housing to be built on the property. Currently all neighboring properties are commercial businesses.

The Surrounding businesses feel that by allowing this change it will bring high density housing, creating a greater concern of crime, and increased traffic in the area.

Thank You for your time and consideration,

Sincerely

Doug Barrie

Doug Barrie
President,
Bonneville County
Farm Bureau Federation

Brad Cramer

From: Lance Poole <Lance@eagleeyeproduce.com>
Sent: Thursday, July 30, 2020 2:58 PM
To: Brad Cramer
Subject: LM to LC rezone for Sayer Property

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

Good afternoon Brad,

It has come to my attention that a possible rezone of the Sayer property is being considered, which upon approval could allow for a multi-housing unit on the said property. Our commercial business is located at 1095 N. Woodruff Ave. and we feel a multi-housing unit is in direct conflict with the current use of the surrounding commercial buildings in the area. In addition, we are concerned with a potential uptick in crime as more residents move into the housing units as well as the potential increase in traffic coming in and out of the area.

As mentioned, we are currently located on Woodruff Ave. and we experience the dangers of pulling onto Woodruff from Bentley Way due to the high amount of traffic daily. We are concerned that with the addition of a multi-housing unit, this situation will only increase the danger for everyone trying to merge onto Woodruff Ave. We have also considered the dangers of having residents pulling onto Lincoln Ave. from Sherry Dr. or Hollipark Dr. and having to fight the steady flow of traffic without any stop lights to assist. We believe this is a dangerous situation for all involved and a multi-housing unit will absolutely increase the in and out flow of traffic on the above streets mentioned.

In summary, we oppose of the rezone of the Sayer property and wish the property to be allowed solely for commercial property use. We hope our concerns are heard and recognized.

Thank you,

Lance Poole - *Executive Vice President*

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www.EagleEyeProduce.com

1095 N. Woodruff Ave. Idaho Falls, ID | www.EagleEyeProduce.com
Office: 208.557.2542 Cell: 208.243.1068

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This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in

Brad Cramer

From: Lynn Nelson <lynn@alphagraphics.com>
Sent: Thursday, July 30, 2020 3:37 PM
To: Brad Cramer
Subject: Rezoning of Bentley Way
Attachments: image001.gif

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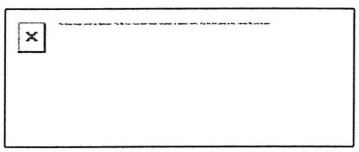
Brad,

I am reaching out to you today in reference of the proposed rezoning of the property on Bentley Way. I own two parcels on Bentley and am very concerned about this new development for multiple reasons. First, I don't think it makes sense to have a residential presence is this dense commercial and industrial area. There are safety issues with large semis and other traffic that could create safety and traffic issues.

I am also worried about the effect it will have on my business and property value. I have invested millions of dollars in improving the land that I own and I fell like apartments next door would adversely affect my property value. In addition to the safety and value issues I believe that this could also bring in more crime to this area.

I wish to strongly oppose this rezoning and wish that you would please voice this opposition for me at the meeting tonight.

Thanks



Lynn Nelson • *Owner*
Office - 208.522.2679 • Cell - 208.221.4190
Alphagraphics Idaho Falls • www.agidahofalls.com

1680 Bentley Way • Idaho Falls, ID 83401

Brad Cramer

From: Jason Stewart <jason@uniforms2gear.com>
Sent: Thursday, July 30, 2020 4:09 PM
To: Brad Cramer
Cc: 'Tracie Stewart'; 'Jabez Stewart'
Subject: 5 Acre on Bently

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Mr. Cramer,

I am sending you this email in opposition to the requested Planning and zoning change that is being requested on Bently. My business is located on Jones St and it is my firm belief that this multi family housing will help to increase the crime in our area. We are currently suffering from people and person(s) driving through our parking lot, around our building to access the canal access road to the south of my business location. These people and person(s) are using the canal access road to get to the residential areas south of this business park.

Our business suffered vandalism by someone shooting one of our top south windows. A window that is not easily replaced and was specially covered in film to help with sun issues. Since there are no businesses to the south or north of me, the only way it was shot was by a civilian, and possibly someone from the nearest residential area.

Across the street from my business, the tenants have suffered theft to include burglary. I have had people drive around the rear of my building and try and enter a bully barn that is locked up. We had someone disassemble a bicycle between our bully barn and building after hours.

As a business owner who chose to move out of Ammon and specifically move my business into the City of Idaho Falls instead of Bonneville County. I like many other business owners understand that business drives business and we need more manufacturing and warehouse type of businesses in our area in order to continue expanding and adding jobs to our town.

It is my firm belief that it would serve the community better to have the multi family residential building be built in a residential area that is in need of being upgraded to clean up neighborhoods and increase property values.

Elevate was not able to move into the commercial property due to the concern of semi-tractor and trailers coming and going to much. If you could see the amount of people who use Hollipark to access Jones to get to Bently in order to try and avoid the long lights at Lincoln and Woodruff. I believe the increase of traffic from residential housing will cause even more issues with people driving through causing more traffic issues and greater chances of accidents. Vehicles associated with manufacturing and warehousing are typically larger and require more room to navigate. The increase in traffic due to residential being allowed to move in will cause issues for these business related vehicles to operate safely.

Thank you for taking the time to hear my opinion.

Thank you

Jason Stewart
Owner

Brad Cramer

From: David Follett <david@islandgenius.com>
Sent: Thursday, July 30, 2020 4:17 PM
To: Brad Cramer
Subject: Oppose the reZoning of the 5 acres on Bently discussion tonight

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Dear Brad,
As a business tenant located near the area in discussion for rezoning I oppose the rezoning as it will increase after hours traffic in the area as well as foot traffic on the canal at the back of the business park.
This after hour traffic will have the potentially to increase theft and vandalism. I am new to the area and don't understand why you would want to put this residential project in this area.

Thank you for your consideration in this matter.

David Follett

Business Owner

https://youtu.be/kLphp-KOT0k Learn more about the **hapinest** founder and designer

Island Genius LLC. **hapinest** a division of Island Genius LLC.
17 Kemp Drive Chatham, IL 62629
Office. 888-529-5506 Fax. 480-493-5364
www.IslandGenius.com

July 7, 2020

Dear Planning and Zoning Commissioners

I am writing this brief statement in support of the rezone of the property at the corner of Bentley and Chaffin from LM to Limited Commercial

As a nearby property owner, I have a vested interest in "the neighborhood" and I feel that the rezone would allow uses, such as multi-family residential, that support a healthy, well balanced, and well transitioned neighborhood.

In my opinion, this rezone and potential development will continue the transition and development of this vacant ground, all of which helps and enhances property values and the city. They also provide additional safety by having more people engage in the communities in which they live and work.

Thank you for your consideration of the rezone request and again, offer my full support for this request.

Sincerely,

Dean M. Mortimer

Dean M. Mortimer
208-709-2810
Commerce Properties Investments, LLC
6549 So 5th West
Idaho Falls, Id 83404

Brad Cramer

From: Paul Fife <paul.fife@svn.com>
Sent: Thursday, July 30, 2020 9:26 AM
To: Brad Cramer
Subject: Fwd: LM to LC rezone for Sayer Property

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Good Morning Brad, This is Paul Fife at 278 Rock Hollow Lane in Idaho Falls. I am currently the owner of the commercial property on 1343 and 1345 Jones Street in the Bowen Subdivision to the immediate west of the Sayer property.

I wish to express my opposition to the proposed rezone to the Sayer property.
I have been a Commercial Real Estate Broke in the Idaho Falls market for over 30 years. I have always heard from planning and zoning and the city council to get a rezone you needed similar use with surrounding properties and no spot zoning.

This rezone allows for multi-housing, which there is none in the surrounding area. With high density housing comes additional crime which tenants in the surrounding commercial buildings are very concerned about.

I realize this property had a LC zone years ago but since then there has been dozens of commercial buildings built in the area.

Thank you for your time and consideration, Paul

Paul A. Fife,

Senior Advisor, Associate Broker,CLS

SVN High Desert Commercial

700 So. Woodruff | Idaho Falls, ID 83401

Phone 208.535.8520 | Fax 208.535.0380

Cell 208.317.6111

www.svnhd.com



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Brad Cramer

From: RK Hix <hixrkh@gmail.com>
Sent: Thursday, July 30, 2020 11:15 AM
To: Brad Cramer
Subject: zone change affecting property in Bowen Addition

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I own commercial building at 1245 Hollipark Dr....built in 2007...I cannot imagine building high density apartments in an area such as this.... it does not work!!! A friend of mine who owns multiple buildings in this area told me recently that one of his buildings was broken into and over $10,000 of equipment was stolen....this type of problem will definitely worsen with residential being introduced...one of the biggest problems???? Traffic!!! My tenants already complain about getting onto Lincoln road from Hollipark and going out the other way, getting on Woodruff can be difficult, especially if you're trying to go north... add the additional traffic count by bringing in up to 75 apartments!!!!! This is a very bad idea...RK Hix 521-1599

Brad Cramer

From: Mike Bowcutt <dafabconstruction@gmail.com>
Sent: Thursday, July 30, 2020 12:29 PM
To: Brad Cramer
Cc: 'Paul Fife'; bdunkprop@hotmail.com
Subject: rezone of Sayer property

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Hello Brad,

This is Mike Bowcutt Owner of Dafab Construction , Broken Bow Properties, Broken Bow West Properties .

I have two building located now at 1167 and 1020 Jones street in the Bowen Subdivision. I am also presently starting another rental building to be located at 1100 Jones street .

I wish to express also my opposition to the proposed rezone to the Sayer Property on Bentley .
I have also been in contact with all my renters and they have expressed concern about the additional traffic, and possible increase in more people – more opportunity for burglary with increase.

Last Thursday night there was a break-in on one of my properties, first time in 10 years,

I have also contacted Justin Miller from JC Concrete on corner, and Rob Meyers on corner of Hollipark and Jones , both of which have the same opinion of opposition for rezone.

I have been involved with the Bowen subdivisions for over 15 years, to develop commercial properties for this area . It is now one of the most affordable technology available commercial lots in the city.
As a contractor I have built ten of the commercial buildings on Hollipark, Jones, and Sherry Ave. also was the original builder for the Sayer subdivision and the Sayer Nissan Dealership .

Rezoning this property into LC – apartment buildings just does not fit in this area .

Thanks Mike Bowcutt

Brad Cramer

From: Bob Dunkley <bdunkprop@hotmail.com>
Sent: Thursday, July 30, 2020 1:10 PM
To: Brad Cramer
Subject: Bowen Subdivision Sayer property

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

Good day Brad,
I am Bob Dunkley DBA Dunkley Properties, I own 4 commercial buildings On Hollipark South of Lincoln Rd. I am very concerned about the proposed zone change on the Sayer property from LM to LC, that subdivision is all commercial Buildings there is no
apartments in that area & it definitely would not be a good mix. I am & my tenant's
are very concerned what kind of problems this could create. I have been involved in commercial real-estate for over 40 years
& one thing that has always been said" no spot zoning," I feel that this is spot zoning.
I wish I could be at the P&Z meeting tonight but have another commitment.
I hope you will voice my opinion.
Thank You
Bob Dunkley
208-589-1927

Brad Cramer

From: bob@firstcalljewel.com
Sent: Thursday, July 30, 2020 1:24 PM
To: Brad Cramer
Subject: Zoning

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

Brad,
It has come to my attention that the City Council will be voting on changing the zoning on the property west of Woodruff on the corner of Bently and Chaffin. I understand the need for affordable housing in Idaho Falls, but that property is in the middle of commercial property. As a property owner in that area, I am concerned about the increased traffic, and crime that will come from residential multi family housing in that area. We already have a problem getting onto Lincoln Road from Hollipark. Some kind of traffic control is already needed. Changing the zoning and adding multi family to this commercial/industrial area will only make that worse. Please reconsider this zoning change.

Thank you for your consideration,

Bob Bidstrup
First Call Jewel Inc.
bob@firstcalljewel.com
208.522.7777

Brad Cramer

From: Randy Waters 208-535-8520 <randy.waters@svn.com>
Sent: Thursday, July 30, 2020 12:21 PM
To: Brad Cramer; Kerry Beutler
Subject: RZON2O-006 OPPOSED

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Brad and Kerry,

Please see the following testimony **opposing** the rezone to allow for Multi Family on the 5 acre parcel located on Bentley Way.

As a commercial real estate agent doing business in Idaho Falls for over fifteen years I am opposed to the zone change from LM to LC to allow for a multi family development amidst a block that is all LM commercial use. It is not the best use of the property and it would affect all the businesses negatively and thus cause more expense for the city and the public.

I have represented 5 buyers in the past that are now owners adjacent to the subject rezone and if there was multi family then, it would have been a concern for them as buyers.

I recently represented a machine shop that moved onto Jones and they have had some theft issues and installed a security system and cameras. All businesses have commented on how central it is, but how quiet the area is as well. The addition of Multi Family would increase through traffic throughout the day and night. Would this require a street light at the intersection of Bentley and Woodruff? At night I can envision kids walking or riding bikes in business parking lots and causing issues.

That area has its issues with the canal to the south with people driving their cars to go through the mud holes and people walking up and down the banks at late night hours causing problems.

I know one tenant located on Woodruff Park Circle has had a lot of theft since it back up to the canal and we installed dusk to dawn security lights and that has helped.

As of this week I did present an offer for the 3 lots in the back for a total of 10 acres for LM commercial use but the offer is contingent upon this zoning *not passing*. The buyer doesn't want to have a multi family project in the area because of the issues that it will present to the local business owners.

As of recently the area has been a scene of a shooting on Bentley at 4 am and then a vehicle burning parked in the very back lots. As of last week a welding shop on Jones got broken into. The front window of the business was breached during the night.

I see too many problems with the proposed zone change. If this is allowed, then those other lots on Jones and Hollipark could also have Multi Family and that again has the same issues.

Brad Cramer

From: Landmark <landmark@landmarksignsidaho.com>
Sent: Thursday, July 30, 2020 5:16 PM
To: Brad Cramer
Subject: Rezone of 5 Acres on Bentley Way

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As the owner of the property located at 1720 Woodruff Park, I would like to express my opposition to changing the current zoning such that multifamily dwellings can be put on that lot. We feel that allowing residential use will open us up to additional liability from increased traffic in our area, both on the street and along the canal bank that is adjacent to our property. We are concerned about the potential for
increased theft in our area that can result from increased non-business population. We urge you to deny this zoning change.
Thank you,
Melvin Stone

--
Landmark Signs, LLC
1352 E Lincoln Rd
Idaho Falls, ID 83401
Phone 208-522-5548
FAX 208-522-5719
www.landmarksignsidaho.com

From: Brandon Lee
Sent: Monday, August 10, 2020 12:08 PM
To: Brad Cramer <BCramer@idahofallsidaho.gov>
Subject: Appeal of Rezone Request from LM to LC of Lot 3 Block 2 Sayer Business Park Division No 1

Dear Mr. Cramer -

I am writing a brief letter to appeal the decision made at City Council on July 30th, 2020 regarding the rezone request for the 5.5 acre parcel at Bentley and Chaffin.

Per my review of Idaho State statute, it appears that I should have been given an opportunity to present a rebuttal to comments and information that was provided that evening.

I did have additional information that I could have shared in response to comments and questions that were raised that could have added to the body of information that Council used when determining their position on this issue.

I do not wish to waste anyone's time, but for this reason I would like an opportunity to present information I could have shared had I been given an opportunity to that evening.

Thank you in advance for your consideration of this request.

Sincerely,

Brandon Lee

IDAHO FALLS

MEMORANDUM

FROM: Brad Cramer, Director

DATE: Thursday, August 27, 2020

RE: Rezone from LM to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lot 3, Block 2, Sayer Business Park Division 1.

Council Action Desired

☒ Ordinance ☐ Resolution ☒ Public Hearing

☐ Other Action (Approval, Authorization, Ratification, etc)

1. Approve the Ordinance Rezoning Lot 3, Block 2, Sayer Business Park Division 1 from LM to LC under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from LM to LC of Lot 3, Block 2, Sayer Business Park Division 1, and give authorization for the Mayor to execute the necessary documents.

Description, Background Information & Purpose

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

Relevant PBB Results & Department Strategic Plan



☐ ☒ ☒ ☐ ☒ ☐ ☒ ☐

Consideration of the rezone must be done consistent with the principles of the Comprehensive Plan, which includes many policies and goals related to Good Governance, Growth, Sustainability, and livable Communities.

Interdepartmental Coordination

NA

Fiscal Impact

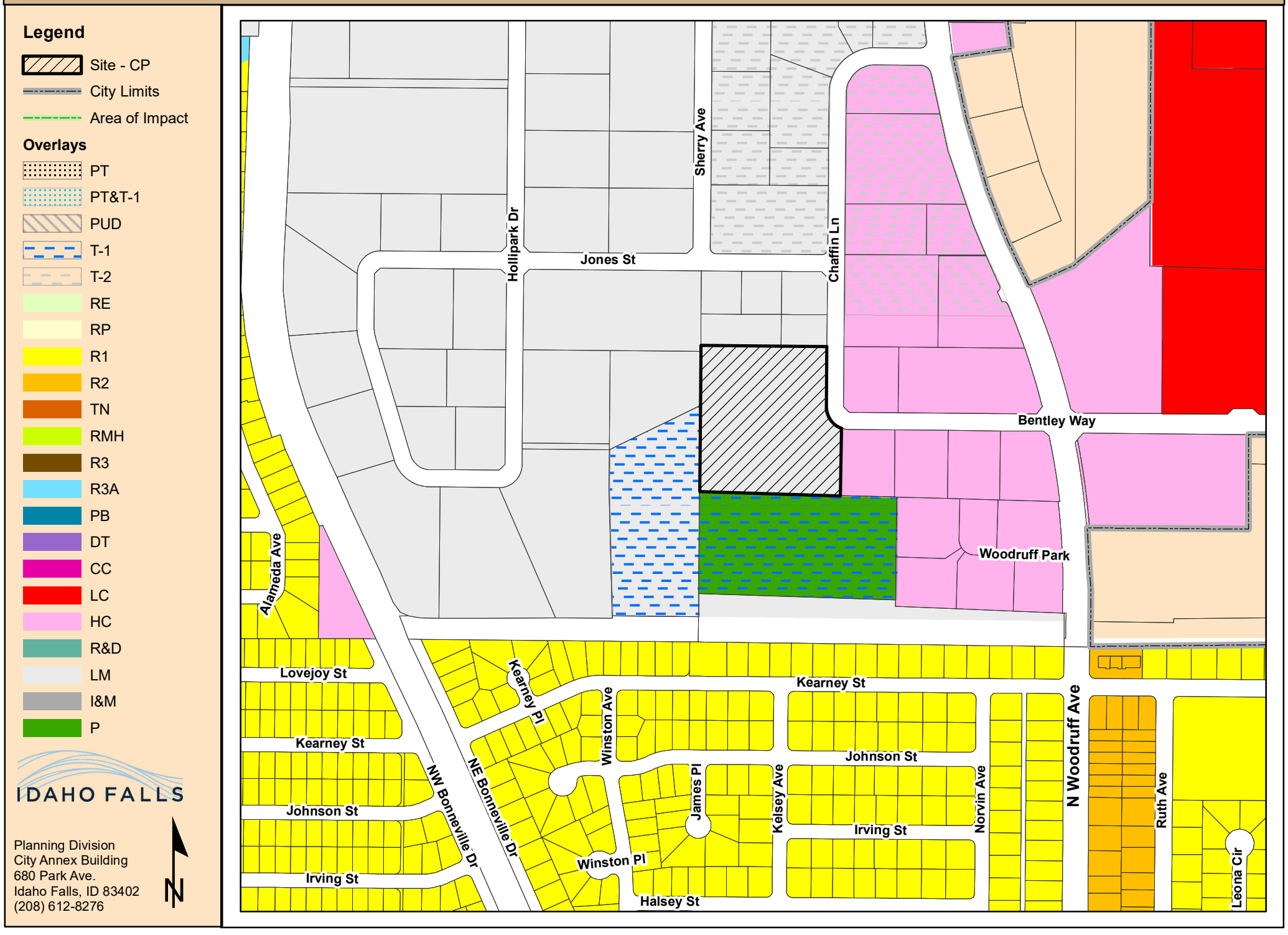
NA

Legal Review

This application and ordinance have been reviewed by Legal pursuant to applicable law.

Rezone LM to LC

RZON20-006 ~ Lot 3 Block 2 Sayer Business Park Division 1



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Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276

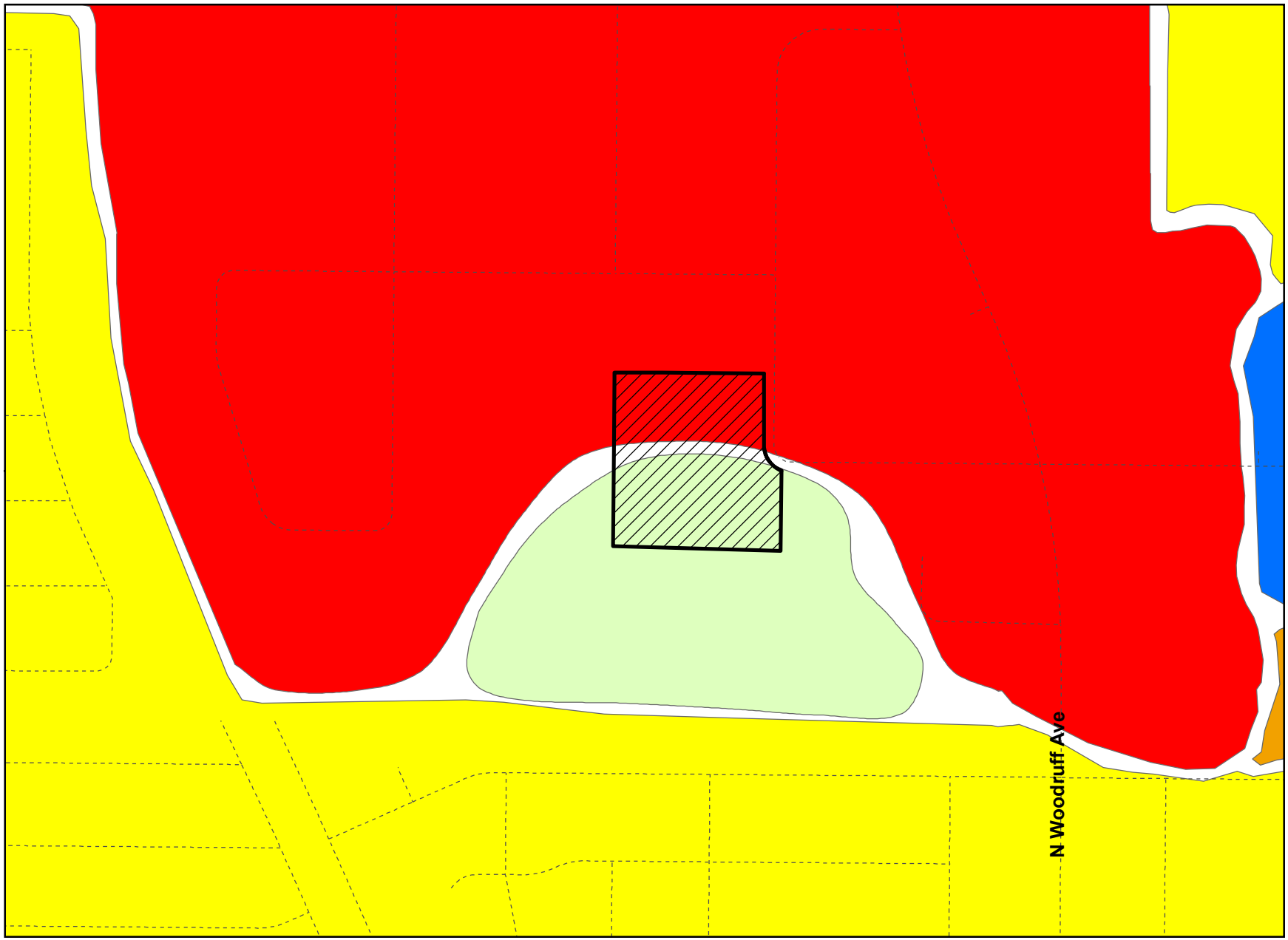

Sherry Ave
Jones St
Hollipark Dr
Chaffin Ln
Bentley Way
Jones St
Woodruff Park
N Woodruff Ave
NE Bonneville Dr
Kearney Pl
Kearney St

Rezone LM to LC

RZON20-006 ~ Lot 3 Block 2 Sayer Business Park Division 1

- Estate
- Low Density
- Higher Density
- Greenbelt Mixed Uses
- Parks, Recreation
- Public Facilities, Open Spaces
- Commercial
- Employment Centers
- Medical Services Center
- Higher Education Centers
- Planned Transition
- Highway Related Industrial
- Railroad Related Industrial

Comprehensive Plan



IDAHO FALLS

Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276

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IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

REZONE FROM LM to LC
Lot 3 Block 2 Sayer Business Park Division 1
July 7, 2020

IDAHO FALLS

Community Development Services

Applicant: Brandon Lee

Project Manager: Kerry Beutler

Location: Generally located North of E 1st St, East of Hollipark Dr, South of Lincoln Rd, West of N Woodruff Ave

Size: 5.504 acres

Existing Zoning:
Site: LM
North: LM
South: P
East: HC
West: LM

Existing Land Uses:
Site: Vacant
North: Commercial
South: Storm Pond
East: Commercial
West: Well Site

Future Land Use Map:
Commercial/Public Facilities, Open Space

Attachments:
1. Zoning Ordinance Information
2. Comprehensive Plan Policies
3. Maps and aerial photos

Requested Action: To **recommend** approval of the rezone from LM, Light Manufacturing and Heavy Commercial to LC, Limited Commercial to the Mayor and City Council.

Staff Recommendation: The LC Zone is consistent with the policies of the Comprehensive Plan and existing land uses in the area when developed for commercial uses. Residential development of the property, also allowed in the LC Zone, aligns with some Comprehensive Plan policies and conflicts with others.

History: The property was annexed in 1979 and zoned C-1, Limited Business Zone as part of the Chaffin Addition, Division No. 2. The C-1 designation was assigned to the entire subdivision. The C-1 Zone is the same as the current LC, Limited Commercial Zone. When the city updated the zoning ordinance in 2018 it changed the C-1 designation to be LC. The property was rezoned from C-1 to HC-1, Highway Commercial (the same as HC currently) in 2006, accompanying a subdivision plat. The property was replatted in 2006 as part of the Sayer Business Park. In 2018 the city rezoned this area from HC-1 to LM as part of the zoning ordinance update because LM seemed to be more consistent with the heavier commercial uses that had developed in the area. Aside from agricultural use the property has never been developed.

Staff Comments: The Future land us map shows this area as Commercial/Public Facilities, Open Space. The requested LC Zone is consistent with the commercial designation. Existing land uses in the area are mixed between general commercial (office uses), heavy commercial (vehicle sales, vehicle repair, storage units, wholesale businesses) and light industry (publishing & contractor shops). Commercial uses within the LC Zone would be in keeping with the existing land uses in this area.

The Comprehensive Plan encourages allowing for a number of modestly sized sites to offer a greater choice of locations for industry and employers. Removing the LM designation reduces the number of properties available for heavier commercial and light industrial uses. It also restricts the number of potential commercial uses, since the LC Zone is more limited than other commercial zones. The property has also been rezoned (C-1, HC-1, HC, LM) several times since 1979 and the property has yet to develop.

(continued on next page)

The LC Zone would also allow residential development where other commercial designations would not. Residential development here would most likely be higher density development. The Comprehensive Plan provides for higher density housing to be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors. Bentley Way is a 60 foot wide local street, but within close proximity to Woodruff Ave., a Minor Arterial.

If this property were developed for residential purposes it would be near basic services (grocery, banking, etc.) as well as employment centers. Public facilities (well site and storm pond) immediately to the west and south would buffer a large portion of the property from adjacent commercial uses. If residential were developed here there is also the potential for heavy commercial traffic to now move through a partial residential area. This has the potential to create conflicts or nuisances where there is now a mix of traffic types, where before there wasn't. Effective design, including development standards currently required by the zoning ordinance, can minimize negative impacts, but it remains a concern.

The development of Costco at Lincoln and 25th is changing the development patterns for this area. The city is now seeing more requests for both general commercial and residential development. As a mixed zone the LC designation would meet this demand.

Comprehensive Plan Policies:

Create a node of higher density housing and mixed uses to provide a ready market and to add interest to our arterial streets. If a failing retail environment still includes or is near grocery stores, drug stores, small restaurants, and recreational amenities, encouraging redevelopment to higher density housing with limited retail may be an alternative which revitalizes the commercial strip. Effective design can minimize the negative impacts of traffic, and the ugliness of an older commercial strip can be reduced or eliminated by architectural quality, landscaping and trees including median landscaping, street lamps and furniture, wide sidewalks, and placement of restaurant, retail, and two or three story buildings near the street right-of-way. (p. 34)

Understand the demand for industrial uses in our community. There are many types of heavy commercial or industrial uses in a community. Just as the retail market has demanded new types of facilities in different locations, the industrial market has changed. In most communities, the demand has moved to a campus like setting for manufacturing, warehousing and distribution, and research and development. The North Boulevard – Technology Drive area was created to provide this type of environment but the remaining land is limited. University Boulevard in northern Idaho Falls may provide this type of facility for research and development. The area south of York Road was annexed and zoned for light industry but the need has not materialized on this site. Land in the northeast of the City near Yellowstone Highway also has railroad access. We need to identify our industrial potential as a community, develop criteria for the sites needed, identify the applicable locations, and protect those areas. (p. 34)

Arterial corners shall support higher density housing, quasi-public services, or community/neighborhood commercial services. (p.41)

Higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors, with access only to the collector street. Apartments and townhouses are located adjacent to arterial and collector streets for two reasons. Larger lots necessary for higher density housing offer opportunities for building layout, setbacks, and buffering with berms and fences to minimize the impact of street noise. If apartments and townhouses are located close to arterial streets, traffic from apartments will not move through neighborhoods. However, higher density housing should still be clustered: it should not be used to line arterial streets. (p. 43)

Plan for different commercial functions within the City of Idaho Falls. Private developers recognize there are different types of commercial development serving different customers. In our planning, we need to understand these different functions and require different site standards. (p. 46)

Revise the zoning ordinance to encourage the creation of employment centers. Employment centers are an extension of industrial and office parks carefully planned to facilitate interaction between light industrial uses, offices, and limited commercial activities. Such centers offer services for the employee and visitor, such as day care centers, restaurants, and business services. The zones which have been used for employment centers are M-1, R&D-1, and C-1 as well as PB. Again, we need to monitor the results of development to determine if these zones promote the mix of land uses envisioned in this comprehensive plan. (p.52)

Encourage a number of locations in the City for industry and large employers. There should be a number of modestly sized sites to offer employers a greater choice of locations and convenience to employees. (p. 52)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. Not only is a compact city convenient but the provision of public facilities is less expensive. Growth does not always occur at the fringe of a community. Vacant lands or underutilized parcels may redevelop to more intensive uses which use existing utilities. (Page 67)

Commercial Retail shops, restaurants, and offices.

Higher density residential Homes, apartments, and condominiums developed at densities of 8 to 35 units per acre.

Rezoning Considerations: Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

Criteria for Rezoning Section 11-6-5(I) of Ordinance	**Staff Comment**
The Zoning is consistent with the principles of City's adopted Comprehensive Plan, as required by Idaho Code.	The Comprehensive Plan shows this area as commercial. The requested LC Zone is consistent with the commercial designation.
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements.	Uses and traffic generation from LM to LC should be very similar and not require street widening, etc. The transportation network in this area is very could with access to multiple arterials. The LC Zone would also allow residential development. Although the traffic patterns would be different if residential development were built here it would not over whelm the street network. When justified, the intersection of Bentley Way and Woodruff Ave. will be signalized offering a safe connection for future traffic.
The potential for exceeding the capacity of existing public services, including, but not limited to: schools,	Rezoning to LC will not have an impact on infrastructure in the area.

public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services.	
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties.	Staff is unaware of specific nuisances or hazards related to the rezone if the property is developed commercially. If the property is developed for a residential use there could be the possibility of nuisances from existing adjacent heavy commercial uses.
Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment.	Recently approximately 41 acres of ground across Woodruff Avenue was annexed and zoned LC. An additional 20 acres has been requested for annexation and zoning of LC north of Lincoln Road. The development of Costco in this area has changed the development patterns for this neighborhood. The city is now seeing more requests for both commercial and residential development.
Zoning Application Questions:	**Applicant's response:**
Explain how the proposed change is in accordance with the City of Idaho Falls Comprehensive Plan.	I have reviewed the City's Comprehensive Plan in detail and found several ways in which this proposed change is directly in line with the Plan. First, in combination with the LC parcels directly on the east side of Woodruff and the planned multi-family projects there, this will create a node of higher density housing and mixed uses to provide a ready market and to add interest to our arterial streets. Additionally, as stated in the Plan, "With careful site planning, higher density housing and offices may be a buffer between commercial and industrial land adjoining residential uses." This project facilitates that objective. Further, the Plan states that "Higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors, with access only to the collector street." This objective is also met with our proposed change. Additionally, this property is very close to two Arterial corners, which as the Plan calls out, should support higher density housing. The Plan also states, the city wants to "Encourage development in areas served by public utilities or where extensions of facilities are least costly." As the infrastructure has already been built and public utilities are present, this change would obviously take a long term vacant property and utilize the existing infrastructure and investment that the city has made without extensive additions. The Plan makes several comments regarding the need for a variety of housing types. One such comment said "Neighborhoods should contain a variety of housing types and, with good site planning, apartments and townhouses can be near arterial streets, be directly served by collector streets, and provide an opportunity for all residents of the City to have

	housing which meets their needs." Our project will do exactly that. Lastly, and perhaps the most relevant statements from the Plan were these: "Not only is a compact city convenient but the provision.
What changes have occurred in the area to justify the request for rezone?	Within the not too far distant past, the parcels adjacent to this parcel were actually previously zoned LC and would have allowed this use. With the continued need in our community to provide a variety of housing needs, Residential development should reflect the economic and social diversity of Idaho Falls. The proposed use for this parcel helps achieve that objective. As development has continued to occur within the city, a comment from the Plan stood out to me, "People told us we should be concerned with how well things work. We need to be less concerned about how many acres of commercial land we need and more concerned about how the commercial land use works." As you will see, the plan we will produce for this rezone truly works and is the highest and best use of this land for the city's residents today. As previously mentioned, this rezone will help create a node and provide a buffer in the same manner as is being planned on the East side of the Woodruff arterial.
Are there existing land uses in the area similar to the proposed use?	Yes there are existing land uses in the area similar to the proposed use. The combination of this site along with the future development on the east side of Woodruff, which provides the same commercial buffer, together creates a node of multi-family offerings to meet the growing and varied housing needs within our community.
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	Yes, the site is large enough to accommodate the required access, parking, and landscaping for the proposed use.

Zoning Ordinance:

11-3-5: PURPOSE OF COMMERCIAL ZONES

(C) LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.

Table 11-3-5: Dimensional Standards for Commercial Zones

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	*	50
Setbacks – Minimum in ft.				
Front		20	20*	20
Side			*	
Rear			*	
Landscape buffer contiguous to street* in ft.	7*	15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-3) of this Zoning Code.				

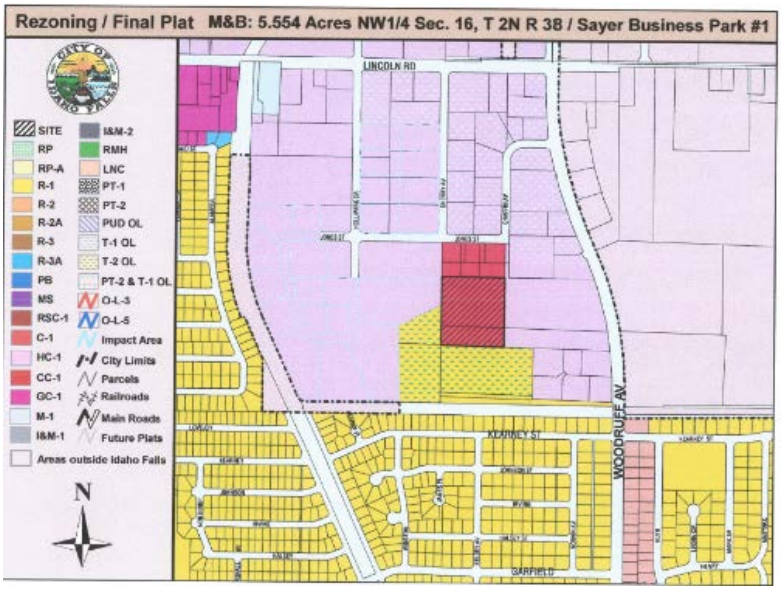
11-3-7: PURPOSE OF INDUSTRIAL ZONES

(A) LM Light Manufacturing and Heavy Commercial Zone. This zone provides a light industrial zone in which the primary use of land is for non-nuisance industries, and heavy commercial establishments. This Zone is characterized by a wide variety of businesses, warehouses, equipment yards, and light manufacturing and industrial uses, and located convenient to transportation systems.

Table 11-3-6: Dimensional Standards for Industrial Zones

	LM	I&M
Site Area- Minimum in acres		
Setbacks – Minimum in ft.		
Front	30	30
Side	0/30*	0/30*
Rear	0/30*	0/30*
Building Height- Maximum	see sub-sections (2) below	
Lot Coverage- Maximum in %	80	
Building Coverage- Maximum in %	50	
*See explanations, exceptions and qualifications that follow in 11-3-8A (1-2) of this Zoning Code.		

2006 Zoning Map



July 7, 2020 7:00 p.m. Planning Department

Council Chambers

Notice: Due to Governor Little's proclamation on March 19, 2020 and the Stay-At-Home Order given on March 25, 2020, the doors to the meeting were locked, but notice was given to the public on how to participate via any of the following ways: Submit comments in writing; participate via internet through a Webex meeting; participate via phone through Webex meeting; and watch the meeting via live stream on the City's website.

MEMBERS PRESENT: Commissioners Natalie Black, Joanne Denney, Gene Hicks, Brent Dixon, George Morrison.

MEMBERS ABSENT: Arnold Cantu, Lindsey Romankiw, Margaret Wimborne

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Brent McLane; Brian Stephens; Naysha Foster and interested citizens.

CALL TO ORDER: Natalie Black called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: The Minutes for June 2, 2020 were tabled to be revisited at the next meeting. Dixon requested a re-listen to Item 4 to include additional comments he had.

4. RZON 20-006: REZONE. Rezone from LM to LC, Lot 3, Block 2, Sayer Business Park Division 1.

Black opened the public hearing.

Applicant: Brandon Lee, 120 Stonehaven Court, Idaho Falls, Idaho. Lee is a Commissioner on the City's Parks and Recreation Commission, and thanked the Commissioners for their service. Lee introduced himself, born and raised in IF, involved in commercial and residential real estate for 15 years across the US and this will be the first project in Idaho Falls. Lee indicated that their intent is to construct a multi-family residential project within the LC Zoning. Lee understands that they have to look at the zoning change. Lee has attached a site plan as an appendix to the presentation. Lee understands that the Comprehensive Plan might need to be reviewed and changed to recognize the highest and best uses to parcels when they differ from the current designation. Lee outlined items from the Comprehensive Plan ways that the rezone supports the Comprehensive Plan. Lee stated that there is a current need and demand for multi-family residential in the community. Lee believes the demand will grow into the foreseeable future. Lee stated that the rezone facilitates development in an area that already has public utilities. Lee stated that the Comprehensive Plan wants the residential offerings to reflect the economic and social diversity of Idaho Falls, and foster inclusiveness and connectivity through mixed housing types. Lee stated that higher density should be located close to service areas and arterial streets, and this proposal is close to Woodruff and Lincoln, close to services such as grocery, schools, golf course, Costco, health clinics. Lee stated that this proposal provides the transitional buffer from HC across Woodruff and does provide the highest and best use to the piece of land. Lee stated that if the project doesn't move forward, the LC designation would blend and transition well from the HC on Woodruff. Lee pulled quotes from the Comprehensive

Plan and had a slide illustrating them. Lee read " Neighborhoods should contain a variety of housing types and with good site planning apartments and townhouses can be near arterial streets, be directly served by collector streets, and provide an opportutnity for all residents of the City to have housing which meets their needs." Lee stated that is their intent with this project. Lee performed a neighborhood outreach and contacted 11 property owners with a introduction letter, and as much as possible hand delivered the letters to the property owners and had good conversations. Lee stated that 3 property owners were excited and supportive and Dean Mortimer has provided a written statement for today's hearing. Lee stated that the other two are on the line to provide public comment. Lee spoke with Jake Durtsche regarding this project to get further confirmation with his expertise on the need and demand for this type of product in the market. Lee stated that Durtsche confirmed that the need and demand are there for this product.

Blake Jolley, Connect Engineering 1150 Hollipark, Idaho Falls, Idaho. Jolley stated that the history of this area is as follows: Property was annexed in 1979 with an initial zoning of C1 and since that date there have been multiple changes in zoning including C1, HC1 (during platting), LM (During change in zoning ordinance). Jolley stated that the change from HC1 to LM was due to what was expected to be developed in the area. Jolley stated that change does bring different aspects of the property that could be developed in a different way than what was anticipated. Jolley indicated that the property has been vacant, and as change happens the market drives good aspects to the area, and develop the vacant parcels to utilize the existing arterials and access points.

Hicks complimented the applicant on a well prepared presentation.

Dixon asked if the applicant wishes to develop housing in the area, why didn't they request R3.

Lee stated that their requested designation came after a conversation with City staff and looking for an appropriate designation for the use they want, but also a use that would fit, if they are unable to move forward and the LC zoning would comply with the Comp Plan and fit and blend well with the other uses.

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

Support/Opposition for Application:

Jake Durtshce. Durtsche is in support of this application because he believes our town needs more multi-family and likes the area that this gives more opportunity for people to live in this area. Durtshce is seeing demand for this and this will be a good thing for Idaho Falls.

MaKay Wallace. Wallace represents Kelly Sayer who is the owner of the subject property and also owns other parcels in the area. Wallace indicated that Sayer is in support for the rezone and the intended project. Wallace conveyed that Sayer feels the rezone would allow uses like the multi-family residential to promote a healthy well balanced transitional neighborhood. Wallace believes the rezone out weighs the long standing vacant parcel.

David Adams. Adams owns the contractors rental shops off of Jones Street that would be adjacent to the property. Adams is in favor of the rezone and the land is long over due to be developed. Adams has no issues with multi-family development.

Beutler read a letter from **Dean Mortimer.** Mortimer is in support of the rezone. Mortimer is a nearby property owner and has a vested interest in the neighborhood and the rezone would allow

multi-family residential to support a healthy well balanced and well transitioned neighborhood. Mortimer believes the rezone would continue the transition and development of this vacant ground which would enhance the property values in the City and provide additional safety to have people engage in the community in which they live and work.

Black closed the public hearing.

Black is familiar with the area and has spent 3 weeks in a large city and has seen wonderful developments of mixed use with commercial mixed with housing. Black feels that residential is not out of the question for this area. Black feels a good mixed use development could give the whole area a shot in the arm.

Morrison believes it is an excellent change of zoning and the property could be a boom for the area. Morrison believes this is the perfect place for multi-family housing.

Dixon stated that his comment has nothing to do with the merit of whether this makes sense for an area of high density residential. Dixon stated that there is some difficulty in getting on Woodruff, or west on Anderson. Dixon stated that his main concern is that they are using a loophole in a commercial zone to enable a residential zone instead of using a residential zone, when the stated purpose and all comments are all relative to developing this for residential, not commercial. Dixon has a problem with using a commercial zone as a backdoor to provide for residential through a zone that shows the primary purpose is "A", but it also allows B,C,D, so we will ask for zone A because we want D.

Black believes any of the uses for the suggested zone would fit in this area. Black stated that if residential will make sense in this area. Black is comfortable with all uses in this area and that is what she likes about the LC Zone in this area. Black stated that this area is close to a grocery store, close to other amenities so there is a chance that they wouldn't have to drive. Black is comfortable with residential and commercial on this spot.

Dixon is looking at the zoning application question that was answered by the applicant and it explains how the proposed changes comply with the Comp Plan and the applicants response has all to do with housing.

Dixon stated that if they put a housing unit in this area, it is close to arterials, close to a park that the City could develop with amenities and putting residential next to a park is attractive. Black indicated that it is just a storm pond. Dixon indicated that they could develop a storm pond with grass and adding a swing set.

Hicks indicated that this could be the opening of filling in that entire area with some commercial and a lot of housing which would be good for the area.

Morrison moved to recommend to the Mayor and City Council approval of the rezone of Lot 3, Block 2 Sayer Business Park Division 1 from LM to LC as presented, Hicks seconded the motion and it passed 3-1. Dixon opposed the motion.

Dixon opposed the application because he doesn't feel the zone is appropriate for the intended use and they should look at a residential zone because all the discussion has been about using the property for residential and the applicant has stated that is their intention.

Dixon pointed out that its not the first time that they have the applicant using a loophole in the zone, and they've seen it with TN as well. Dixon stated that when they evaluate the final plat they need to be based on what is written in the zone as what is allowed and what is not allowed, rather than the general statements from the Comprehensive Plan about the intent of the zone. Dixon stated that the intent is not what covers legally and legally is covered what is specifically allowed and not allowed. Dixon stated that given that he feels they are doing a disservice to themselves to have zones that are intended for A, but allow B, C, D. Dixon suggested having a single zone that allows everything and then it will be simpler. Dixon stated that he feels on the previous item that the staff's reasoning for why it fit the Comprehensive Plan is because LC can allow low density housing and so it "was consistent with the low density designation of the comprehensive Plan". Dixon wants this cleaned up so that when they get to the point of what is allowed and not allowed they are able to clearly support what is there because what is there clearly supports the earlier planning, instead of being a loophole as an additional allowed use that has nothing to do with the Comprehensive Plan, or nothing to do with other properties in the area. Dixon wants them to tighten and say commercial zone is for commercial and manufacturing is for manufacturing, residential is for residential. Dixon stated that it's the same problem with R3A will it be an office of an apartment. Dixon believes they need to have the developer identify the zone they want for the development they want to do and let them present their reasoning as to why that development is appropriate in that area, and let the Commission decide on the basis rather than picking something because it has a third or fourth use that fits what is really desired. Dixon feels that this sort of thing is what causes the stresses between the staff and the Commission. Dixon feels that the staff advises the applicant to choose a zone where the purpose is the 3rd or 4th use, not the primary use of the zone.

Michael Kirkham Esq. stated that as a policy if the City would like to adopt zones that have specific uses that refer back to a title, that is something the City can do. Kirkham stated that it is not illegal to have a zone that permits multiple types of uses. Kirkham stated that the history of zoning was that in the very beginning you had restricted zones that permitted fewer uses, than less restricted zones, until you got to an unrestricted zone that allowed all uses. Kirkham stated that historically zoning goes the opposite direction of Dixon's policy preference. Kirkham stated that he would encourage the Commission to not use the term "loophole" when you have a use that is permitted in the zone. Kirkham stated that the uses, when they are permitted in the zone, are not "loopholes" they are permitted uses. Kirkham stated that the Comprehensive Plan is not a zoning document, but it is a planning document and it helps the Commission and the City with a vision of how the City thinks it is going to grow. Kirkham stated that just because the designation on a map is adopted, it doesn't restrict the land area to only the use that the Comp Plan has envisioned.

Dixon agreed that Loophole is not the right term, as it is a legally authorized use. Dixon stated that he trying to state that they need to tighten the zone because the public looks at the zone and they have an expectation and then they find out that the Commissions hands are tied because the zone also allows other uses that are not in the zone description, but are allowed uses per the details of the actual ordinance, so they are legally allowed uses. Dixon stated that they need to determine where to apply the control and the place seems to be to tighten the Ordinance so they don't allow so many different uses. Dixon knows that the most negative comments from the public is when they have a zone that allows multiple things. Dixon knows the developers love it and they can develop whatever comes along, but the public wants certainty and want to know

what is going to be developed next to existing residential. Dixon feels that the developer needs to pick a zone that is the use the developer wants, instead of a 2nd, 3rd, 4th legally allowed use. Dixon knows the public is looking for certainty. Dixon stated that the actual application of the ordinance would be very straight forward because the ordinance does not allow 14 different uses, and only allows 2 or 3 closely related uses. Dixon stated that the description is not the legally binding item, and the oridnance and the actual lines in the ordinance are the legally binding item and so when we are making a decision we have to make it based upon what is legally allowed, but in a lot of cases that is too flexible to provide certainty that the public is looking for.

Kirkham stated that the City could change its zoning ordinance if that is what is wanted.

Dixon is wanting the City to reassess. Dixon stated that the things that have happened with TN have proposals coming in that are having TN used in a way that has nothing to do with the description of TN. Dixon suggested that the planning staff in discussion with City Council talk about tightening some of the zones.

Black suggested discussing that when they have the meeting with the missing middle.

Cramer agreed with Black. Cramer sent a meeting invite for the phone call with Opticoast Design because those are the questions that need to be discussed in general. Cramer stated that any time they get higher density housing any where near low density housing it is always filled with concerns about what are you getting and how does it function. Cramer stated that they know they need housing but it is hard to get anything approved other than a single family home, until it is in a spot and there is no obvious answer and there aren't standards that everyone is trusting. Cramer encouraged the Commissioners to jump on the call and be a participate in the project to look at the Codes. Cramer stated that the point of the call is to ask what the concerns are. Cramer stated that he understands that they are concerned with mixed use zones and what does it really mean. Dixon stated that he and Cramer have been in discussion about do the current ordinances give them what they think they are going to get when they have multi-family housing, or does it give things that help reinforce the publics opinion about multi-family housing. Dixon has taken pictures of recent developments and some are nice, and some need to be left to the judgement of someone else. Dixon suggested using that as a guide, stating that "I like 'A', but don't care for 'B' is there something in the specifics of the ordinance that if it were changed it would encourage for of 'A' and discourage 'B'.

Next meeting is scheduled for July 21, 2020.

Black adjourned the meeting at approximately 9:00 p.m.

Respectfully Submitted

Beckie Thompson, Recorder

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 5.504 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM LM ZONE TO LC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is LC Zone for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Commercial/Public Facilities, Open Space;" and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on July 7, 2020, and recommended approval of zoning the subject property to LC Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on August 27, 2020.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

5.504 Acres of Lot 3, Block 2, Sayer Business Park Division No. 1

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "LC" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

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

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho

Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this_____day of_____, 2020.

CITY OF IDAHO FALLS, IDAHO

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF 5.504 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM LM ZONE TO LC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REZONE FROM LM TO LC OF LOT 3, BLOCK 2, SAYER BUSINESS PARK DIVISION NO. 1

WHEREAS, the applicant filed an application for rezoning on May 27, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on July 7, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on August 27, 2020 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 5.504 acre parcel generally located north of E 1st St, east of Hollipark Dr, south of Lincoln Rd, west of N Woodruff Ave
3. The Comprehensive Plan designation for this area is Commercial/Public Facilities, Open Space.
4. The requested LC Zone is consistent with the commercial designation. Commercial uses within the LC Zone would be in keeping with the existing land uses in this area. Residential development of the property, also allowed in the LC Zone, aligns with some Comprehensive Plan policies and conflicts with others.
5. The Planning and Zoning Commission recommend approval of the rezone from LM to LC Zone.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls denied the Rezone based on the LC Zone not aligning with the transition to the housing to the south and conflicting with the Comprehensive Plan.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2020

_____

Rebecca L. Noah Casper, Mayor

IDAHO FALLS

MEMORANDUM

FROM: Brad Cramer, Director
DATE: Thursday, August 27, 2020
RE: Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Fenway Park Amendment.

Council Action Desired

☐ Ordinance ☐ Resolution ☒ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

1. Approve the Planned Unit Development for Fenway Park Amendment as presented.

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Fenway Park Amendment, and give authorization for the Mayor to execute the necessary documents.

Description, Background Information & Purpose

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

Relevant PBB Results & Department Strategic Plan



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

Consideration of the PUD must be consistent with the principles of the Comprehensive Plan, which includes many policies and goals related to Good Governance, Growth, Sustainability, and livable Communities.

Interdepartmental Coordination

The PUD was reviewed by staff from Planning.

Fiscal Impact

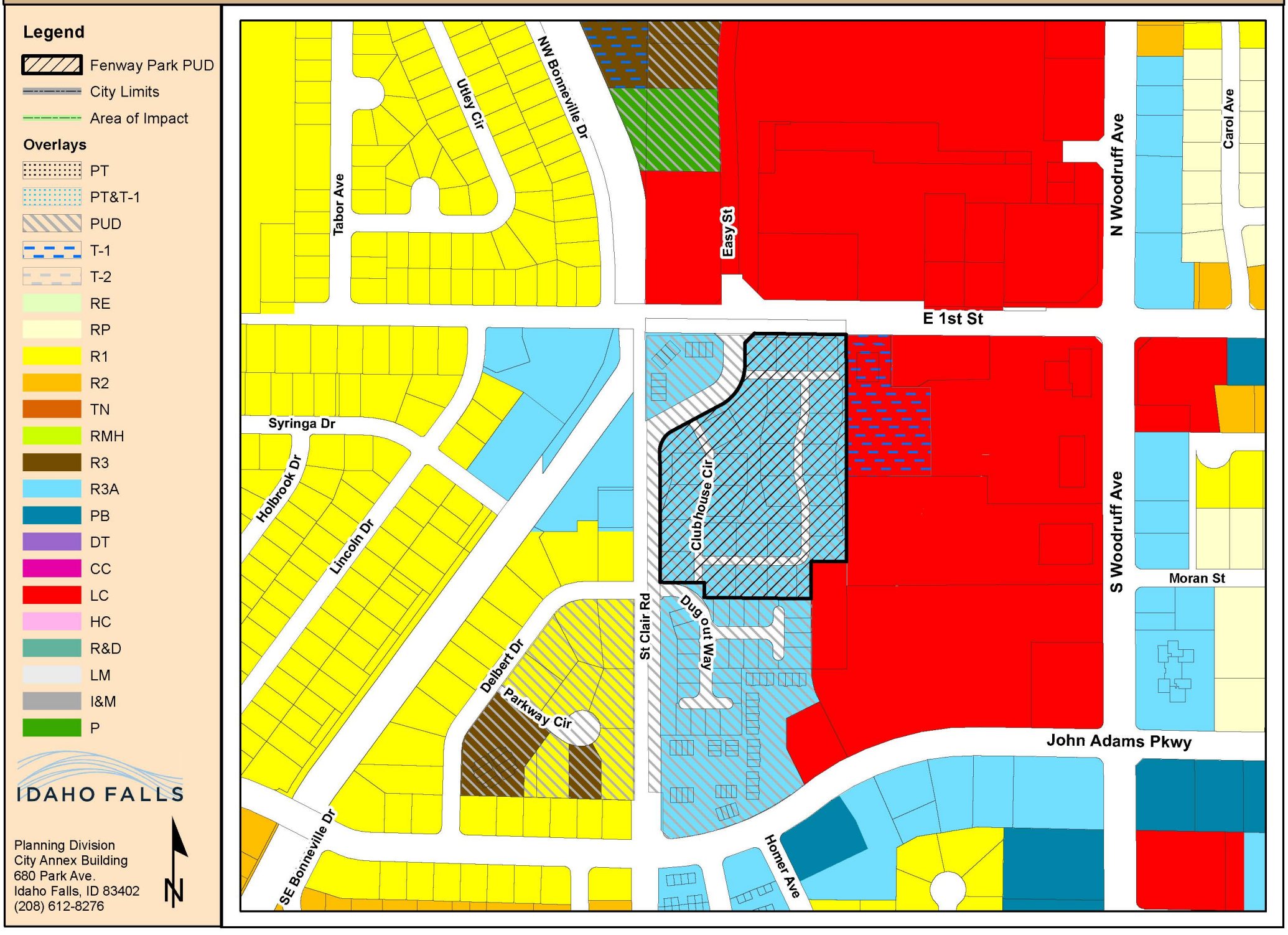
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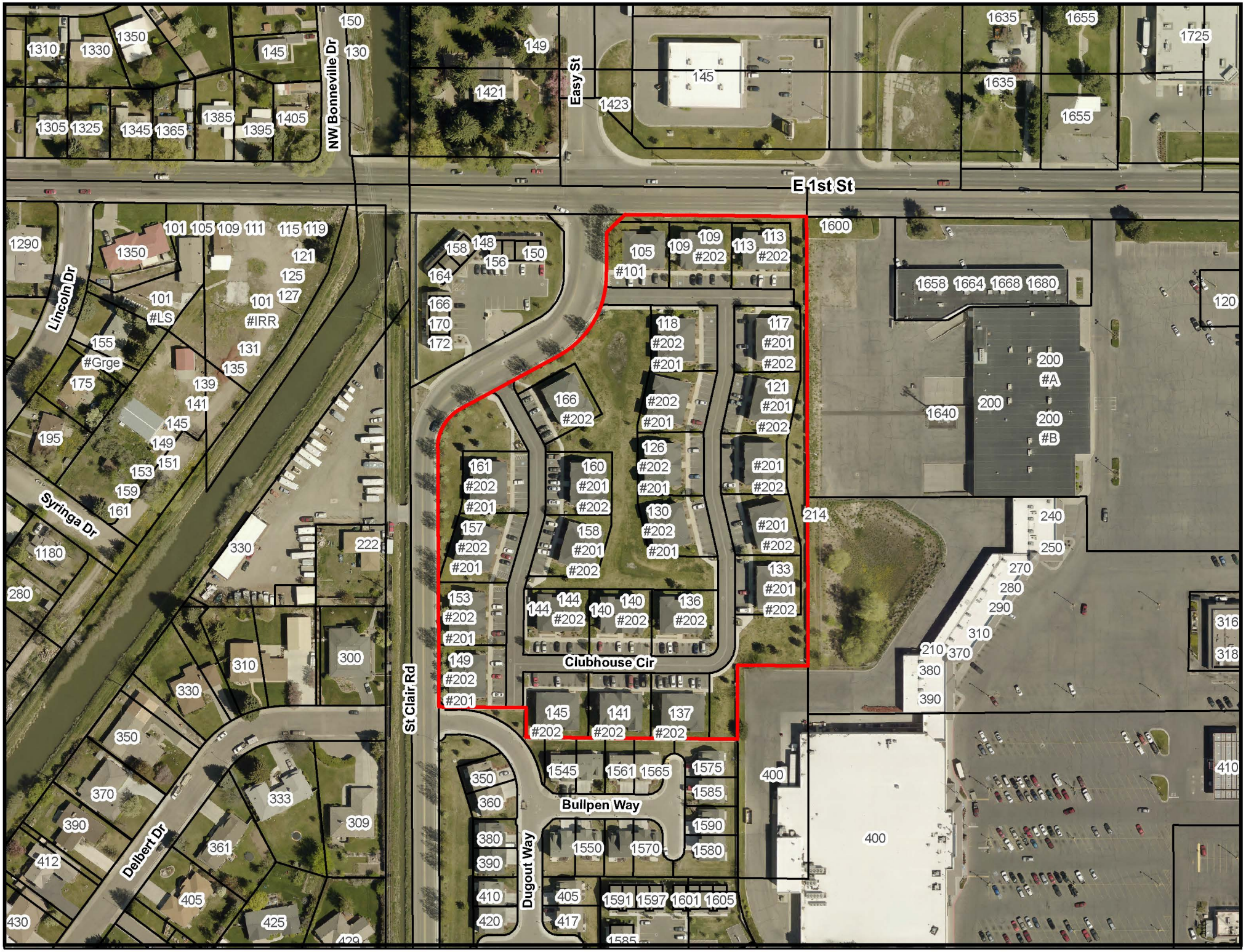
Legal Review

This application has been reviewed by Legal pursuant to applicable law.

PUD

PUD20-003 ~ Fenway Park PUD Admendment



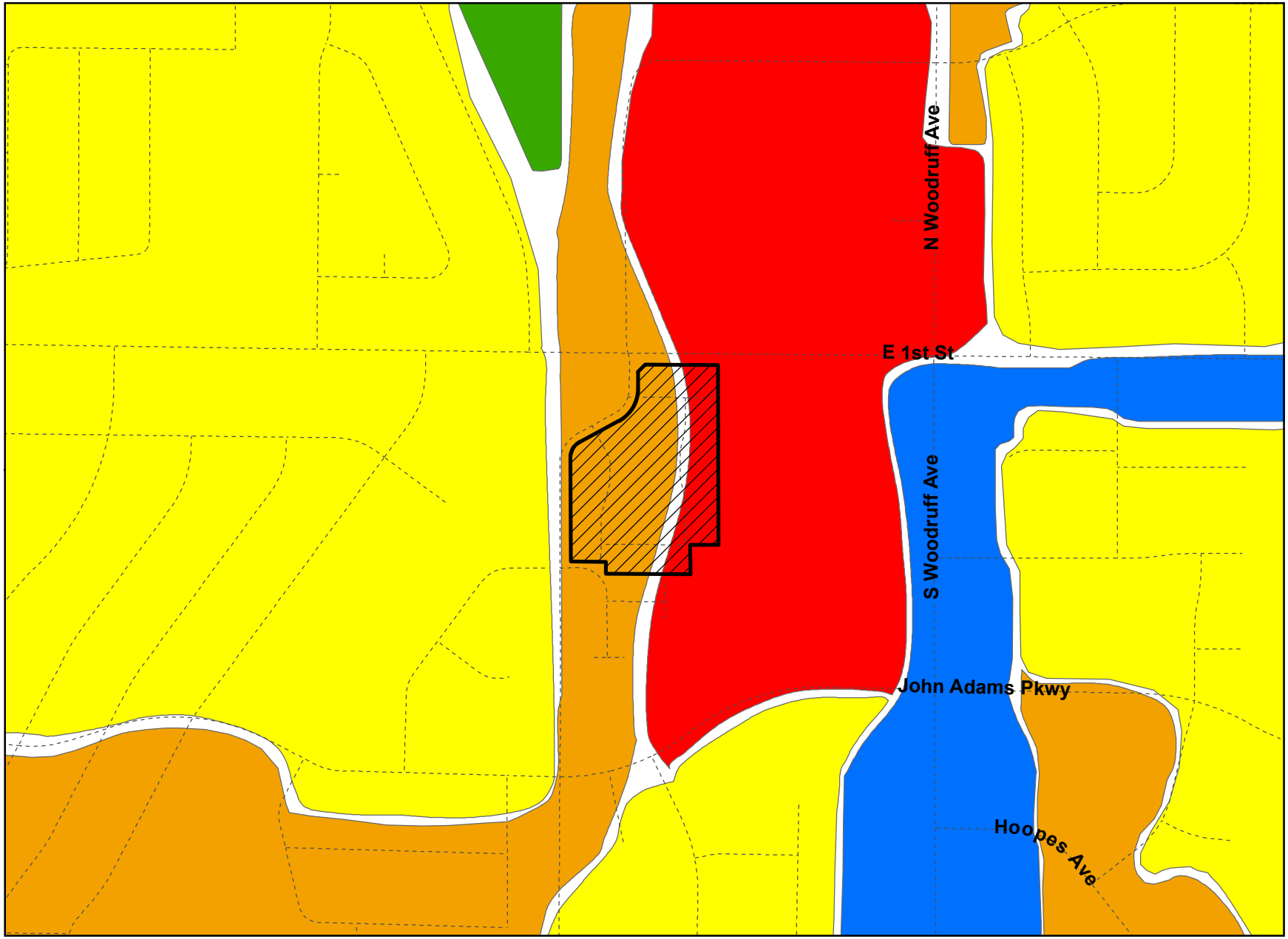

E 1st St
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Easy St
St Clair Rd
Lincoln Dr
Syringa Dr
Delbert Dr
Clubhouse Cir
Bullpen Way
Dugout Way
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PUD

PUD20-003 ~ Fenway Park PUD Admendment

- Estate
- Low Density
- Higher Density
- Greenbelt Mixed Uses
- Parks, Recreation
- Public Facilities, Open Spaces
- Commercial
- Employment Centers
- Medical Services Center
- Higher Education Centers
- Planned Transition
- Highway Related Industrial
- Railroad Related Industrial

Comprehensive Plan



IDAHO FALLS

Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276

N

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

Planned Unit Development Amendment
Fenway Park
August 4, 2020

IDAHO FALLS

Community Development Services

Applicant: HLE, Inc.

Project Manager: Kerry Beutler

Location: Generally located south of E 1st St., west of S Woodruff Ave., north of John Adams Pkwy., and east of St Clair Rd.

Size: 7.25 acres

Units: 100, existing

Existing Zoning:
Site: R3A/PUD
North: R3A
South: R3A
East: LC
West: R3A/R1

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

Future Land Use Map:
Higher Density/Commercial

Attachments:
1. PUD Amendment
2. Zoning Information
3. 2004 Approved Site Plan
4. Maps and Aerial Photos

Requested Action: To recommend to the Mayor and City Council approval of the PUD Amendment for Fenway Park.

History: The property was annexed, platted and received PUD approval in 2004. At that time the PUD included the entire area from 1st Street to John Adams, enclosed. Since approval in 2004 only those units developed around Clubhouse Circle were developed according to the approved PUD. The remaining area north across St. Clair Road and south was sold separately and developed under different applications.

Staff Comments: Fenway Park Condominiums include 25 4-plex structures for a total of 100 units. The applicant is proposing to amend the PUD to create additional parking, amenities, and improve storm drainage. A reduction in common space is considered a major change to the PUD and requires the PUD amendment go through the same public notice and hearing process as required for approval of the initial PUD.

The amendment includes the addition of 28 parking spaces. The current project includes 201 parking spaces, one additional space from the minimum required for the 100 units. Providing more parking will allow space for quests and make parking in the complex less difficult. In order to create space for the additional parking existing green space will have to be removed. In exchange for the reduction in green space the applicant is proposing to add new amenities in the form of a playground and covered picnic area. Additionally, the applicant is proposing to provide a French drain in an area of the green space that is often saturated with water. This area was designed to hold water as part of the developments storm drainage system. The French drain will allow for better drainage and more use of the open space area for other activities. These changes will increase the functionality of the space and meet the intent of the PUD ordinance to provide usable and suitably located common space, recreation facilities or other common facilities.

Staff Recommendation: Staff recommends approval of the PUD Amendment, reducing the green space to allow for the additional parking, amenities to include a playground, covered picnic area and French drain for improved storm drainage.

PUD Standards	Staff Comments
General Objectives and Characters: The proposed PUD meets the objectives of permitting a PUD	Objectives met by proposed PUD include the following: (a) Allow for flexibility from traditional zoning standards that results in development providing an improved living environment, including usable common space, amenities or services, increased landscaping, additional architectural features or standards, and compatibility with the contiguous neighborhood. (b) Promote flexibility and innovation of design while permitting diversification of development types in order to encourage the most suitable use of a site. (c) Achieve a compatible land use relationship with the surrounding area. (d) Promote redevelopment and reuse of previously developed property. (e) Encourage development of vacant properties within developed areas. (f) Provide usable and suitably located common space, recreation facilities or other public/common facilities. (g) Facilitate functional and efficient systems of streets, pathways, utilities, and municipal services on and off site. (h) Promote efficient use of land with a more flexible arrangement of buildings and land uses. (i) Provide for master planned development that includes interconnected design elements between structures or phases, increased amounts of landscaping or natural features, connections to the surrounding neighborhood or public lands and unique architectural features. (j) Ensure appropriate phasing of development and amenities. (k) Provide for attractive streetscapes that are not dominated by parked vehicles or garage entrances.
Siting Requirements: Minimum site size shall be two (2) acres.	The PUD consists of 7.25 acres. The minimum site size for a PUD shall be 2 acers. Section 11-2-6(W). Smaller acreage may be considered for a PUD on land that the Council finds is redeveloping, or provides a public benefit or amenity.
Regulations and Uses: Function as an overlay zone, all regulations and uses shall be the same as the underlying zoning district unless modified as part of the PUD.	The underlying district is R3A. The R3A use and standards shall govern the project.
Unified Control:	The PUD is currently under unified control.
Arrangement and Design: Residential buildings include a high quality of design and should be separated and arranged to provide for private space in addition to common areas.	These changes will increase the functionality of the space and meet the intent of the PUD ordinance to provide usable and suitably located common space, recreation facilities or other common facilities.
Landscaping: All areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.	All non-hard surfaced areas are proposed to be covered by landscaping.
Amenities: PUDs shall provide amenities in addition to the common space required by this	The amendment will reduce the green space to allow for the additional parking, amenities to include a playground, covered picnic area and French drain for improved storm drainage.

Section. The number and size of the amenities should increase as overall acreage and scale of the development increases.	

Zoning Ordinance:

11-6-3: APPLICATION PROCEDURES.
(I) Application Procedures for a Planned Unit Development (PUD).

(9) PUD amendments shall follow the following procedures for minor and major changes. Amendments shall be in keeping with previous phases or approved PUD development plans and shall meet the same objectives as the original PUD. If the proposed amendment is intended to alter the previously approved plans objectives the applicant will justify how the amendment fits within the whole of the development.

(a) Minor changes to a PUD planned unit development may be approved administratively and in writing whereupon a permit may be issued. Such changes may be authorized without additional public notice at the discretion of the Zoning Administrator. Changes not specifically identified below shall constitute a major change. Minor changes shall be defined as follows:

(i) A change of less than five percent (5%) in the approved number of residential dwelling units, provided an increase will not exceed the permitted density of the Zone.
(ii) A change of less than five percent (5%) in the amount of commercial square footage within the development.
(iii) A change in location or layout of approved common areas and amenities provided there is no decrease.
(iv) A change in building location or placement less than twenty percent (20%) of the building width.

(b) Major changes to a PUD must follow the same review, public notice and hearing process required for approval of the initial PUD Planned Unit Development. Major changes shall include, but not be limited to the following:

(i) A change in the character of the development.
(ii) A change of greater than five percent (5%) in the approved number of residential dwelling units.
(iii) A change of greater than five percent (5%) in the amount of commercial square footage within the development.
(iv) A reduction in the approved common space and/or amenities provided.
(v) A change in the location and placement of buildings greater than twenty percent (20%) of the building width.
(vi) An increase in the number of lots above what was approved through the preliminary plan review.
(vii) Any other change to the plan not defined herein as a minor change.







FENWAY PARK



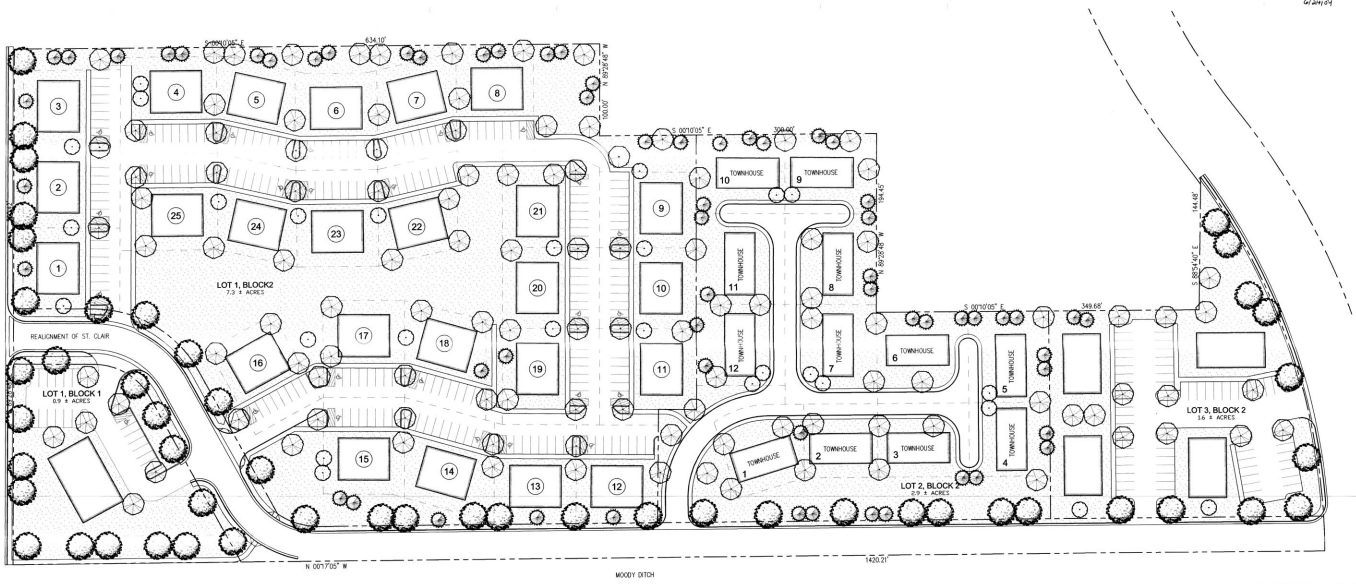


- ★ 28 New Parking Spaces
- ★ Playground
- ★ Family Picnic Area
- ★ French Drain for better drainage





LAND & DESIGN SURVEYING | MATERIALS TESTING
CIVIL & STRUCTURAL ENGINEERING | 3D SCANNING
HLEINC.COM
101 S. Park Ave #210 • Phone:208.524.0212
Idaho Falls, Idaho 83405 • Fax:208.524.0229



PRELIMINARY LANDSCAPE PLAN
NOVEMBER 2003

SCALE: 1"=50'-0"

25 0 50 50 100
HORIZONTAL SCALE IN FEET

PRELIMINARY
NOT FOR CONSTRUCTION PURPOSES

LANDSCAPE NOTES

1. All plant material shall conform to the American Nurserymen Standards for type and size shown.
2. All planting beds and tree wells in lawn areas (wells to be 3' in diameter) shall be covered with a minimum of 3" of shell (1") bark chips.
3. All lawn areas shall be seeded with 100% Dwarf variety Turf Type Tall Fescue (Festuca arundinacia).
4. All lawn areas shall have 6" of topsoil and all planting beds shall have 12" of topsoil.
5. All landscaped areas shall have an automatic underground sprinkler system which insures complete coverage and properly zoned for required water uses.
6. A detailed landscape plan showing shrub planter beds will be included with Building Permit Set.

TYPICAL PLANTING LIST

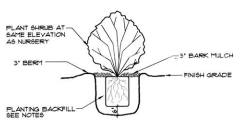
SIZES	TYPES
	SHADE TREES
2" Cal.	Acer platanoides 'Columnar' Columnar Norway Maple
2" Cal.	Fraxinus americana 'Junginger' Autumn Purple Ash
2" Cal.	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust
2" Cal.	Tilia cordata 'Greenspire' Greenspire Linden
	FLOWERING TREES
2" Cal.	Acer ginnala 'Flame' Amur Maple
2" Cal.	Malus 'Spring Snow' Spring Snow Crabapple
2" Cal.	Prunus cerasifera 'Newport' Newport Plum
2" Cal.	Prunus virginiana 'Canada Red' Canada Red Chokecherry
	CONIFEROUS TREES
6' B+B	Picea abies Norway Spruce
6' B+B	Picea pungens glauca Colorado Blue Spruce

OFFICIAL COPY FOR CITY USE ONLY
☑ APPROVED
☐ DENIED
11-18-2003
Date
City of Idaho Falls
Planning Commission

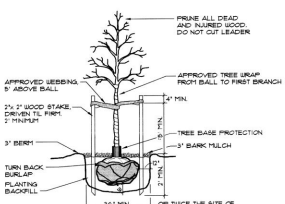
LEGEND

HYDRO-SEEDED LAWN AREA - Dwarf Turf Type Tall Fescue

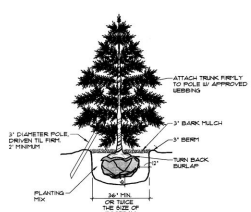
RECEIVED
BY:



SHRUB PLANTING DETAIL
NO SCALE



DECIDUOUS TREE PLANTING DETAIL
NO SCALE



CONIFEROUS TREE PLANTING DETAIL
NO SCALE

South
LANDSCAPE ARCHITECTURE, P.C.
2002 S. VISTA AVE.
BOISE, IDAHO 83705
(208) 342-2999
FAX (208) 342-2993

Rennison engineering PLLC
Civil Engineering Land Surveying Land Planning
50 Broadway, Suite B, Boise, Idaho 83702 Office 208.343.0025 Fax 208.343.0337

PRELIMINARY LANDSCAPE PLAN
for
CBI-BVBI LLC

SITUATED IN A PORTION OF THE NORTHWEST ONE QUARTER OF SECTION 21, T2N, R38E, B.M., BONNEVILLE COUNTY, IDAHO

NO.	REVISIONS	DATE

DATE 11/14/03 P.M. TLS
P.N. 1341-0007 CAD JDR

SHEET NO.
L1.0

August 4, 2020 7:00 p.m. Planning Department

Civic Auditorium

Notice: Due to Governor Little's proclamation on March 19, 2020 and the Stay-At-Home Order given on March 25, 2020, the doors to the meeting were locked, but notice was given to the public on how to participate via any of the following ways: Submit comments in writing; participate via internet through a Webex meeting; participate via phone through Webex meeting; and watch the meeting via live stream on the City's website.

MEMBERS PRESENT: Commissioners Natalie Black, Gene Hicks, Brent Dixon, George Morrison, Margaret Wimborne, Joanne Denney, Lindsey Romankiw

MEMBERS ABSENT: Arnold Cantu

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Brent McLane; Naysha Foster and interested citizens.

CALL TO ORDER: Natalie Black called the meeting to order at 7:30 p.m. (late start due to technical difficulties).

CHANGES TO AGENDA: None.

MINUTES:

Hicks moved to approve the July 7, 2020 Minutes with the requested typo corrections, Dixon seconded the motion and it passed unanimously.

Dixon moved to approve the July 21, 2020 Minutes, Morrison seconded the motion and it passed unanimously.

Public Hearing(s):

3. PUD20-003: PLANNED UNIT DEVELOPMENT. Fenway Park PUD Amendment.

Black opened the public hearing.

Applicant: Steve Heath, HLE, 101 South Park Ave, Idaho Falls, Idaho. HLE stated that the property is located on 1st Street just west of Woodruff. HLE stated that the property is 7.25 acres and has 25 4-unit townhomes for a total of 100 units. HLE stated that the property is zoned R3A with a PUD overlay. HLE stated that the property was annexed and platted in 2004. HLE showed how the PUD was originally designed, and the part that they are looking at is the middle zone that has 25 units. HLE stated that the PUD has a 20% landscape requirement and the site meets the requirement for parking with 2 stalls per dwelling unit. They are required to have 200 and 201 are provided. HLE stated that there is concern about the lack of extra parking. HLE stated that they are proposing adding additional parking throughout the site, but it would require the 20% landscape requirement to be reduced to 18.5% (5,000 sq. ft of landscaping). HLE stated that to offset the loss in landscaping they are trying to make the landscaping and amenities more useable. HLE stated that there is not currently an amenity, although there was one as part of the original PUD, it was not put in. HLE is proposing putting in a playground in a 70 sq. ft landscape area that it would go on; and a picnic area as you enter the south part of the

development; and put in a French drain in the storm water retention pond. HLE stated that the pond is marshy and doesn't drain well and they would like to put in a French drain and drain that area and make it useable to the residents.

Dixon stated that in the approved PUD for this site, there was going to be a club house amenity and that has not been installed, and the land that it was to be placed on has been sold. Dixon asked why P&Z is being asked to do a variance from the Code and approve other things when the PUD has not received the amenity that was promised at the outset of the project.

HLE stated that the City Council meeting minutes proposed a day care or an office building, but as it stands the place where the club house was supposed to be was sold and that property is high density residential. HLE stated they are trying to make a bad situation better and help the parking for the area and existing landscaping better and provide a playground/picnic area.

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

Hicks asked what kind of actions by the City need to be taken to stop PUD's from not putting in the amenities as required. Hicks asked what will stop this PUD from doing the same thing again and not putting in the amenities.

Beutler stated that they changed the code 5 years ago. Beutler stated that PUD was previously used to add density to a property and the City made significant changes to require a PUD to meet a higher standard than what you would receive with regular development, so the open space requirements were increased and the requirements for amenities and when they were constructed were set out and then the amendment process was laid out. Beutler stated that the current PUD Ordinance is much stronger than in 2004 when this development was approved, and they would require the changes be made before they could remove the parking lot. Beutler clarified that if the amendment were to be approved by the City Council then the next step would be a formalized site plan review process to be reviewed by all departments in the City; then do the construction with inspections by necessary departments before they would sign off on the improvements.

Wimborne asked if the staff believes that what is being proposed by giving up common space, is going to make this development better. Beutler indicated that staff believes it will make it better and staff did have several conversations with the applicant, and they are aware of the frustrations of this PUD. Beutler stated that the current PUD Ordinance would only require a single amenity and they are proposing 3 separate amenities with the current proposal.

Letters:

Mark Stenberg. Stenberg owns 2 buildings in Fenway Park PUD (166 & 160 Clubhouse). Stenberg stated that he checked in with Chandler Dodd to understand the direction from the Board Meeting call and that direction was to see if the City would approve the parking proposal, then get cost information for the HOA to consider for approval. Stenberg asked the Board at the last meeting about the business need for the additional parking, as it has been his experience that it has not hindered their ability to rent the units. Stenberg doesn't feel the expansion of parking is necessary as the parking is limited but has not hindered their ability to rent the units. Stenberg stated that other owners and managers are having different experiences and are concerned about future rentability. Stenberg stated that with recent increase in property tax assessment they are

trying to keep rents reasonable and avoid raising on long term tenants, but the cost of improvements would have to be passed on to the tenants.

Steve Elfering. Elfering is in support of the project and feels the project will enhance the neighborhood and increase amenities and quality of life as well as attract better tenants.

Support/Opposition:

Jacob MacDonald, 121 Clubhouse Circle, Idaho Falls, Idaho. MacDonald has been a tenant for 2+ years and stated that the parking is an issue. MacDonald stated that he knows people who have broken their leases because of the parking. MacDonald has spent of $1700 in towing fees because he cannot have guest. MacDonald agrees the playground is a good idea and the kids in the area need stimulation. MacDonald stated that the kids have gone stir crazy and are using the empty unit across from him to play in. MacDonald feels that a centralized community playground would be great.

Steve Elfering. Elfering is on the Board of the Fenway Park HOA and owns 4 buildings. Elfering stated that he has lots of problems with parking, parking fees for towing, etc. Elfering stated that some of the tenants are not having issues with their parking is his father in law with the property to the north west corner across the street, and their tenants and other tenants from this property are parking in the property across the street, and he had to institute a towing policy and parking permit issue. Elfering has multiple pictures and videos of people walking from Fenway Apartments and parking on the St. Clair townhomes that his father-in-law owns. Elfering stated that he would really like to see this proposal done, and he believes that they should put the amenities in first and have those approved and then go with the parking accordingly. Elfering understands the frustration of the Commission. Elfering stated that the HOA has tried to lease property from the commercial property to the east and west. Elfering stated that they have tried to mitigate this in other ways before coming to the Commission for the approval of the PUD amendment. Elfering would like the Commission to approve the PUD.

Royce Tyler, 600 Gatehouse, Idaho Falls. Tyler owns one of the buildings directly north of where they would put the playground. Tyler agrees the parking is an ongoing issue. Tyler stated that there is no parking for visitors, and they are in a constant state of people parking other places to have a visitor. Tyler is in favor of the PUD.

Applicant: Steve Heath, HLE. HLE stated that as he has been driving through to access the property, he saw kids on bikes and playing on the asphalt. HLE believes the amenities and the parking would be a great deal for the project.

Dori Johnstone, Rooftop Real Estate, 3456 E 17th Street, Suite 210. Idaho Falls, Idaho. Dori stated that one of the biggest complaints from tenants and visitors is the parking. Dori stated that the complex as a whole would benefit from the play area. Dori stated that the flood pond causes foul order and is not appealing for people walking by or driving through. Dori stated that what should have happened with the original PUD was prior to them managing the complex, so they didn't have any control over that, but they would really like to improve the community as a whole and help the tenants have guests and a place for the kids to go that is constructive. Dori stated that as the HOA management company they are in favor of the improvements.

Black closed the public hearing.

Dixon was disconnected and missed some discussion. Dixon feels he made his point about the original plan. Dixon recognizes that the current owner had nothing to do with the original plan and they are trying to make the situation better, and he does support the changes that they are proposing, including the French drain, and the play amenities and providing more parking. Dixon noted that if the original club house had been built it would have provided the parking. Dixon hopes that this situation doesn't happen again in the future. Dixon is in support of the current proposal.

Wimborne is supportive of this proposal and thinks this property is maddening on all kids of levels, but these improvements will make it better and is willing to make a motion.

Morrison stated that this has been a pain in the neck for everyone for the last 16 years. Morrison stated that putting the French drain in is something the HOA should do automatically and asked what they have been waiting for all these years as the area has been a slop ever since it was built. Morrison stated that they are trying to use the French drain and the playground that they should have done earlier as a carrot to get more parking, and they built the place with one extra spot and that wasn't good planning. Morrison has no sympathy for the owner, and only for the renters. Morrison doesn't think there is enough open space currently and it shouldn't be decreased by another 3%. Morrison stated that 20 % is not much space for 100 houses. Morrison is not in support of the proposal and he feels the HOA should do the amenities regardless of the parking.

Hicks hopes that there are things in place to have the amenities built as part of the start of the project but does support this proposal.

Romankiw appreciates the comments from the people that live at the property and it sounds like the parking is needed and will be a great benefit to the people. Romankiw is in support of the proposal.

Denney likes the amenities and the additional parking, so she is in support of the proposal.

Black stated that this has been an issue for the Commission for years and parking has been an issue in a lot of places and developers say its more expensive, but you need to consider it when you look at a development. Black loves the landscaping requirement, but the picture and the proposal, the current trees are nice, but the proposed playground is much more useful than just a piece of grass. Black stated that the drainage will make a bad situation better.

Wimborne moved to recommend to the Mayor and City Council approval of the Planed Unit Development Amendment for Fenway Park, Hicks seconded the motion. Black called for roll call vote: Dixon, yes; Wimborne, yes; Morison, abstain; Hicks, yes; Romankiw, yes; Denney, yes. The motion passed.

Wimborne stated that this project has been a major disappointment and the Commission has faith that they will make it better.

Kerry Beutler

From: Mark Stenberg <markstenberg@rocketmail.com>
Sent: Tuesday, August 4, 2020 3:18 PM
To: Kerry Beutler
Cc: bethstenberg@rocketmail.com; Chandler Daw
Subject: PUD20-003, Fenway Park PUD Ammendment

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

Dear Kerry Beutler:

My wife and I own two buildings in the Fenway Park PUD, 166 & 160 Clubhouse Circle. We've owned these buildings since 2013 and 2014.

I checked in with Chandler Daw today to make sure I understood the direction from our last call board meeting call. That direction was to see if the city would approve the parking proposal then get cost information for the HOA to consider for approval.

At our last meeting I ask the board about the business need for this additional parking as it has been our experience with our units that it has not hindered our ability to rent them. We typically can rent our units as soon as we can make any necessary cleaning or repairs. Typically a week or two from vacancy. Often I get inquiries from past tenants or friends of tenants wanting to rent them.

Based on our experiences as owner/managers this expansion of parking is unnecessary as the parking, albeit somewhat limiting, has not hindered our ability to rent the units. Other owners and managers expressed that they are having different experiences or concerned about future rentability of the units.

Lastly, with recent increases in property tax assessments we are trying to keep rents reasonable and avoid raising them on our long-term tenants. The cost of these improvements in our case would have to be passed on to the tenants.

Best Regards,
Mark Stenberg, MBA
208 370-3193

Kerry Beutler

From: Steve Elfering <epicrealestatemanagement@gmail.com>
Sent: Monday, August 3, 2020 7:02 PM
To: Chandler Daw; Kerry Beutler; Lisa Farris
Subject: Public Hearing of Fenway Park

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

To whom it may concern.

I am writing in response to the proposed hearing of change within the Fenway Park Apartment complex. I support this project. I feel it is a good project that will enhance the neighborhood, increase the amenities and quality of life as well as attract better tenants. Please send me a link to the meeting.

Thank you,

Steve Elfering

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

PLANNED UNIT DEVELOPMENT AMENDMENT OF FENWAY PARK, GENERALLY LOCATED SOUTH OF E 1ST ST., WEST OF S WOODRUFF AVE., NORTH OF JOHN ADAMS PKWY., AND EAST OF ST CLAIR RD.

WHEREAS, the applicant filed an application for a PUD on June 23, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on August 4, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on August 27, 2020; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is a 7.25 acre parcel located generally located south of E 1st St., west of S Woodruff Ave., north of John Adams Pkwy., and east of St Clair Rd.
3. The property is currently zoned R3A with an approved PUD.
4. The PUD for this property was approved in 2004. The PUD includes twenty five 4-plex structures and a total of 100 units.
5. The PUD Amendment reduces the amount of common space to allow for 28 additional parking spaces, amenities to include a playground, covered picnic area and French drain for improved storm drainage.
6. A reduction in common space is considered a major change to the PUD and requires the PUD amendment go through the same public notice and hearing process as required for approval of the initial PUD.
7. These changes will increase the functionality of the space and meet the intent of the PUD ordinance to provide usable and suitably located common space, recreation facilities or other common facilities.
8. The PUD complies with the requirements of the Zoning Ordinance of the City of Idaho Falls.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the PUD Amendment for Fenway Park.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF AUGUST, 2020

_____

Rebecca L. Noah Casper, Mayor

IDAHO FALLS

MEMORANDUM

FROM: Brad Cramer, Director

DATE: Thursday, August 27, 2020

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

Council Action Desired

☒ Ordinance ☐ Resolution ☒ Public Hearing

☐ Other Action (Approval, Authorization, Ratification, etc)

1. Approve the Ordinance Rezoning M&B: 13.3 Acres SW Corner of Section 33, Township 2N, Range 38E under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone of R1 to R3A of M&B: 13.3 Acres SW Corner of Section 33, Township 2N, Range 38E and give authorization for the Mayor to execute the necessary documents.

Description, Background Information & Purpose

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

Relevant PBB Results & Department Strategic Plan



☐ ☒ ☒ ☐ ☒ ☐ ☒ ☐

Consideration of the rezone must be done consistent with the principles of the Comprehensive Plan, which includes many policies and goals related to Good Governance, Growth, Sustainability, and livable Communities.

Interdepartmental Coordination

The Rezone was reviewed by staff from Planning.

Fiscal Impact

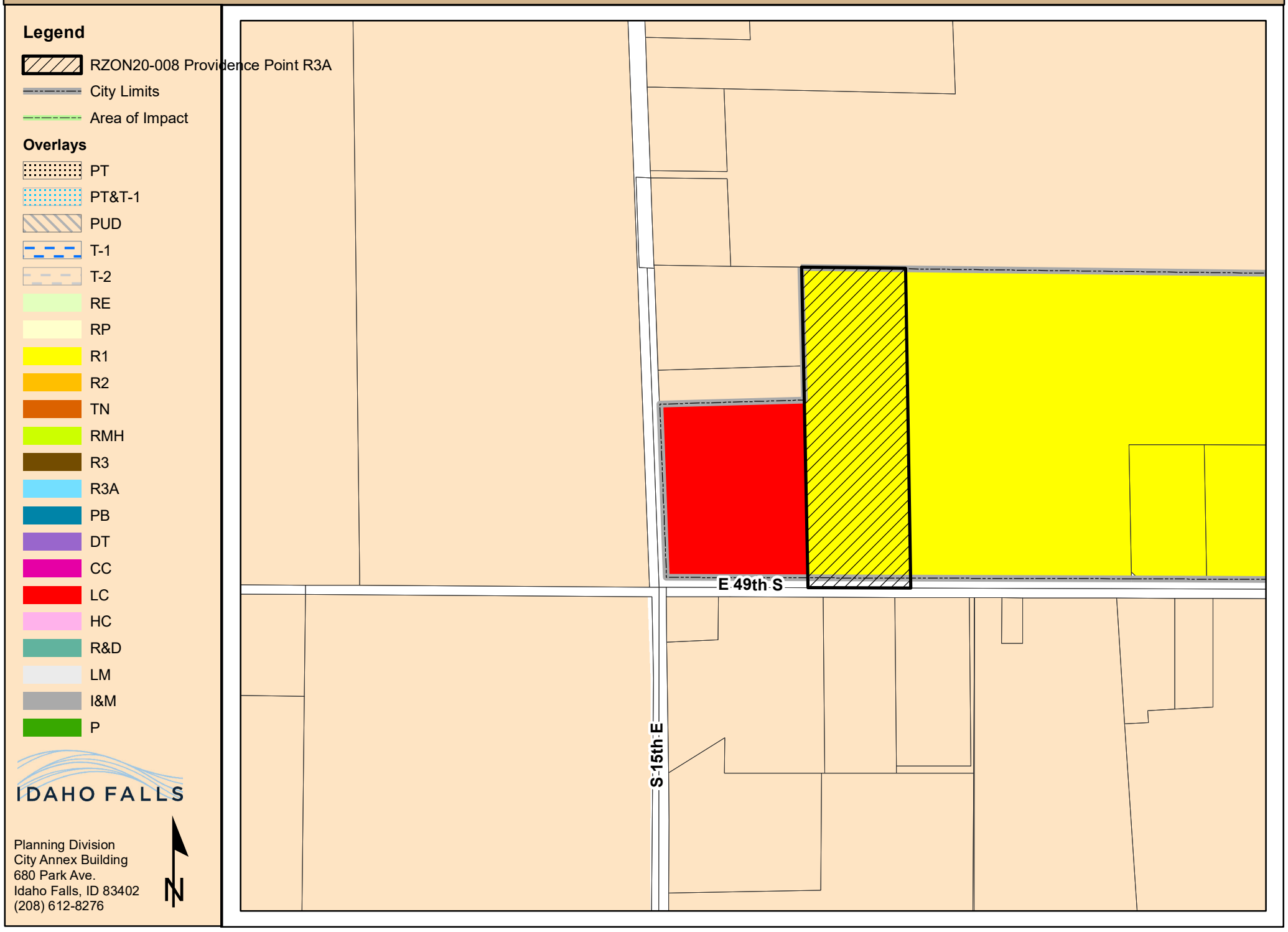
NA

Legal Review

This application and ordinance have been reviewed by Legal pursuant to applicable law.

Rezone

RZON20-008 ~ R1 to R3A, 13.3 acres SW corner of Section 33, Township 2N, Range 38 E□



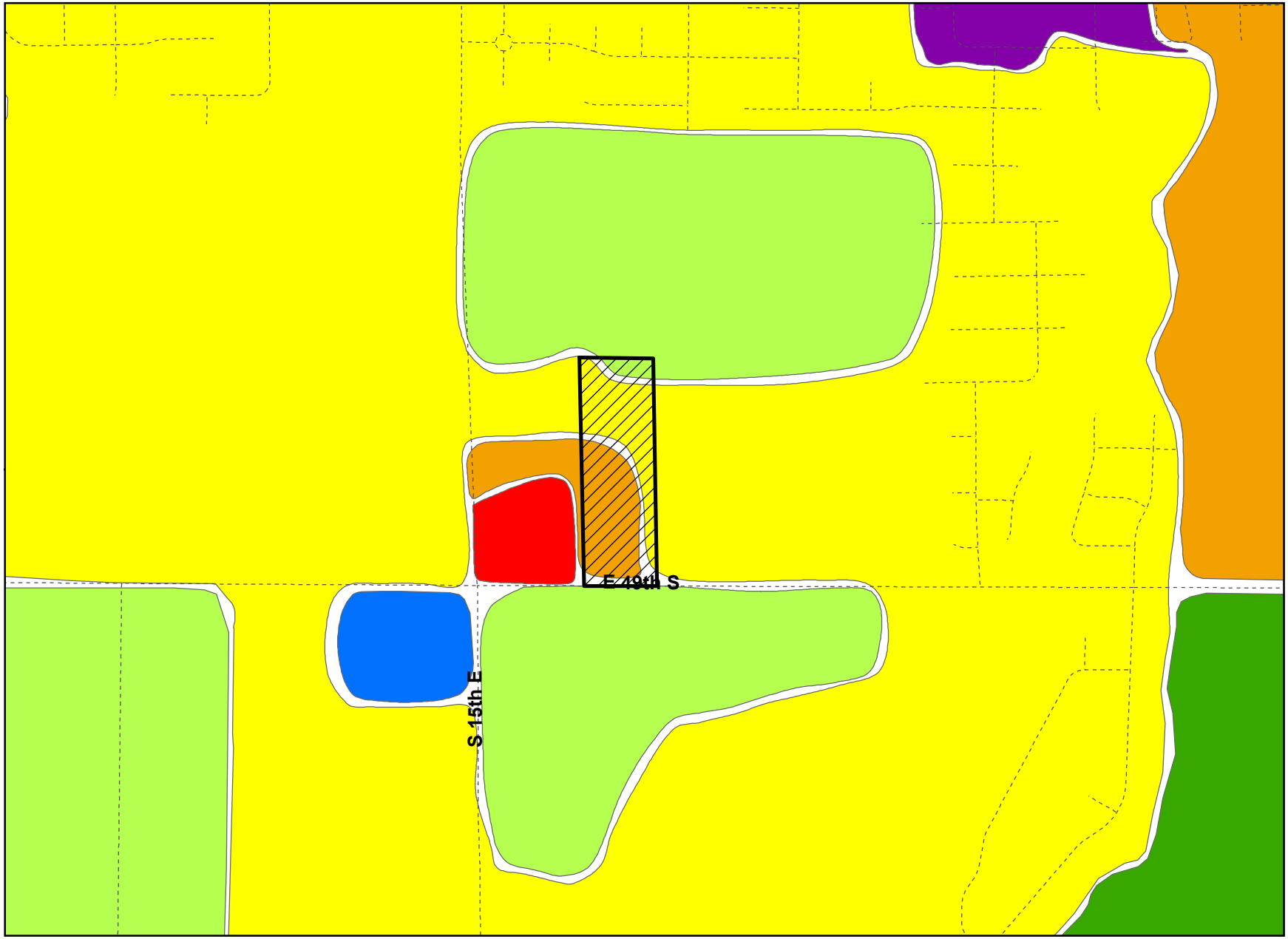

S 15th E
E 49th S

Rezone

RZON20-008 ~ R1 to R3A, 13.3 acres SW corner of Section 33, Township 2N, Range 38 E□

- Estate
- Low Density
- Higher Density
- Greenbelt Mixed Uses
- Parks, Recreation
- Public Facilities, Open Spaces
- Commercial
- Employment Centers
- Medical Services Center
- Higher Education Centers
- Planned Transition
- Highway Related Industrial
- Railroad Related Industrial

Comprehensive Plan



IDAHO FALLS

Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276

N

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

REZONE FROM R1 TO R3A
13.3 acres SW corner of Section 33, Township 2N, Range 38 E
August 4, 2020

IDAHO FALLS
Community Development Services

Applicant: Eagle Rock Engineering

Project Manager: Brent McLane

Location: Generally located North of E 49th S, East of S 15th E, South of Sunnyside Rd, West of S 25th E

Size: 13.3 acres
Existing Zoning:
Site: R1
North: County A-1
South: County A-1
East: R1
West: LC & County A-1
Existing Land Uses:
Site: Agriculture
North: Extraction Pit
South: Agriculture
East: Agriculture
West: Agriculture

Future Land Use Map:
Higher Density Residential and Low Density Residential

Attachments:
1. Zoning Ordinance Information
2. Comprehensive Plan Policies
3. Maps and aerial photos

Requested Action: To **recommend** approval of the rezone from R1 to R3A to the Mayor and City Council.

History: This property was annexed in the City in April 2009 and was initially zoned R-1with a PUD overlay at that time. At the same time of annexation, a final plat was approved for the area but was never recorded. With the 2018 rewrite of the Zoning Ordinance this property was rezoned to R1 and the PUD overlay was removed.

Staff Comments: The property is proposed to be rezoned from R1 (Single Dwelling Residential) to R3A (Residential Mixed Use). The R3A zone provides a mixed-use residential zone for limited commercial use and services in addition to a variety of residential uses. The R3A zone is consistent with Comprehensive Plan designations of Higher Density Residential and is supported by Comprehensive Plan policy that encourages commercial nodes at the intersection of arterial roadways. The R3A zone also provides a good zoning step, although not required, between the R1 zone to the east and the LC zone to the west.

Staff Recommendation: Staff has reviewed the proposal and has determined that the application is consistent with the Comprehensive Plan zoning designation and with the policies of the Comprehensive Plan. Staff recommends approval of the rezone request from R1 to R3A.

Comprehensive Plan Policies:

Create a node of higher density housing and mixed uses to provide a ready market and to add interest to our arterial streets. If a failing retail environment still includes or is near grocery stores, drug stores, small restaurants, and recreational amenities, encouraging redevelopment to higher density housing with limited retail may be an alternative which revitalizes the commercial strip. Effective design can minimize the negative impacts of traffic, and the ugliness of an older commercial strip can be reduced or eliminated by architectural quality, landscaping and trees including median landscaping, street lamps and furniture, wide sidewalks, and placement of restaurant, retail, and two- or three-story buildings near the street right-of-way. (p. 34)

Arterial corners shall support higher density housing, quasi-public services, or community/neighborhood commercial services. (p.41)

Higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors, with access only to the collector street. Apartments and townhouses are located adjacent to arterial and collector streets for two reasons. Larger lots necessary for higher density housing offer opportunities for building layout, setbacks, and buffering with berms and fences to minimize the impact of street noise. If apartments and townhouses are located close to arterial streets, traffic from apartments will not move through neighborhoods. However, higher density housing should still be clustered: it should not be used to line arterial streets. (p. 43)

Plan for different commercial functions within the City of Idaho Falls. Private developers recognize there are different types of commercial development serving different customers. In our planning, we need to understand these different functions and require different site standards. (p. 46)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. Not only is a compact city convenient but the provision of public facilities is less expensive. Growth does not always occur at the fringe of a community. Vacant lands or underutilized parcels may redevelop to more intensive uses which use existing utilities. (Page 67)

Residential development should reflect the economic and social diversity of Idaho Falls.
New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. Pg.40

Limited neighborhood services shall be provided at the intersection of arterial streets and collector streets. Access to such services shall only be from collectors.
Convenience stores, dry cleaners, and other small retail stores designed to serve the immediate neighborhood should be located at an entrance of the neighborhood to be served by such development. Pg. 41

Rezoning Considerations: Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

	Staff Comment
The potential for disruption of agricultural irrigation and drainage systems	The rezone would not adversely affect these systems.
The potential for damage to neighboring properties or public facilities (including streets, culverts, bridges, and existing storm drains) from accelerated storm water or snow melt run-off	The rezone would not cause damage to neighboring properties or public facilities.
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements	The rezone may create a potential for street improvements. That would be determined as development proposal comes forward.
The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services	There is capacity for services to accommodate the rezone request.
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties	There are not potential nuisances or health hazards that would have an adverse effect on adjoining properties.
Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment	There have been recent preliminary plats in the area.

Transportation Plan: The property currently has frontage on 49th South and minor arterial.

Zoning Ordinance:

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

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

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

P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use Classification	**RE**	**RP**	**R1**	**R2**	**TN**	**RMH**	**R3**	**R3A**
Accessory Use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C_2	P	P		P	P
Day Care, Group*	C_1		C_1	P	P	C_1	P	P
Day Care, Home	C_1		C_1	P	P	C_1	P	P
Dwelling, Accessory Unit*	P			P	P		P	P
Dwelling, Multi-Unit*				P*	P		P	P
Dwelling, Single Unit Attached*			P	P	P	P	P	P
Dwelling, Single Unit Detached	P	P	P	P	P	P	P	P
Dwelling, Two Unit				P	P		P	P
Eating Establishment, Limited					P*			P
Financial Institutions					P*			
Food Processing, Small Scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C_1		C_1	C_1	C_1	C_1	C_1	C_1
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C_1			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						C_2		C_2
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C_3	C_3	C_3	C_3		C_3	C_3	C_3
Professional Service								P
Public Service Facility*	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P
Recreational Vehicle Park*						C_2		

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft^2	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft^2			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18)

(A) Minimum and Maximum Lot Area.

(1) In the R1 Zone, the maximum lot size shall be thirteen thousand five hundred square feet (13,500 ft^2), except for corner lots, wedge-shaped lots in cul-de-sacs, or other unusual shaped lots. This shall also not apply to conditional uses such as schools and religious institutions.

(2) In the R2 zone, seven hundred and fifty square feet (750 ft^2) shall be added to the minimum required area for each additional dwelling unit.

(3) In the TN Zone, the maximum average lot area for subdivisions approved after the adoption of this Code, April 12, 2018, shall be six thousand two hundred and fifty square feet (6,250 ft^2) in order to encourage a mix of lot sizes and dwelling types. (Ord. 3210, 8-23-18)

(B) Minimum and Maximum Setbacks.

(1) Properties zoned RP and RP-A prior to the adoption of this Zoning Code shall meet the setbacks required at the time they were approved. A listing of applicable subdivisions can be found in the Section 11-7-2. The applicable setbacks required at the time they were approved are as follows.

Table 11-3-2: Prior RP & RP-A Setbacks

	RP	RP-A
Setbacks – Minimum in ft.		
Front	30	30
Side	20	10
Rear	25	25

(2) In the RP and R1 Zones, a minimum front setback of twenty feet (20') is permitted for lots which have their principal frontage on a turning circle of a cul-de-sac or the bulb of a ninety degree (90°) turn.

(3) In the RP Zone, the side setback shall be a minimum of seven and a half feet (7.5') for single-story structures and a minimum of ten feet (10') for two-story structure.

(4) When a multi-unit dwelling or commercial use is developed on a property that adjoins a property zoned RE, RP, R1, R2, TN, or on unincorporated land designated for Low Density Residential in the City's Comprehensive Plan and the height of the building is over twenty-four feet (24'), every one foot (1') of additional building height requires an additional two feet (2') in setback with the minimum setback being thirty feet (30').

(5) In the TN Zone, the maximum front yard setback may be exceeded for residences that face a common open space area that fronts on the contiguous street and as otherwise permitted by Supplemental Standards for the TN Zone.

(6) In the RMH Zone, a minimum rear yard of fifteen feet (15') may be permitted, if one of the required side yards is a minimum twenty-five feet (25').

(7) In the R3A Zone, non-residential buildings shall have a rear setback of at least ten feet

(10'). (Ord. 3210, 8-23-18) (Ord. 3233, 12-20-18)

(C) Maximum Lot Coverage, Building Height, and Density.

(1) Public use, public service facility, school and religious institutions may be erected to any height, provided the building is set back from the required building setback lines at least one foot (1') for each additional foot of building height above the maximum height permitted in the Zone.

(2) In the RE, RP, R1 and RMH Zones lot coverage shall only include those areas under roofs.

(3) For multi-unit or commercial uses lot coverage shall include all areas under roofs and paved surfaces, including driveways, walks, and parking areas. The remaining lot area shall be landscaped as required by this Code.

August 4, 2020 7:00 p.m. Planning Department

Civic Auditorium

Notice: Due to Governor Little's proclamation on March 19, 2020 and the Stay-At-Home Order given on March 25, 2020, the doors to the meeting were locked, but notice was given to the public on how to participate via any of the following ways: Submit comments in writing; participate via internet through a Webex meeting; participate via phone through Webex meeting; and watch the meeting via live stream on the City's website.

MEMBERS PRESENT: Commissioners Natalie Black, Gene Hicks, Brent Dixon, George Morrison, Margaret Wimborne, Joanne Denney, Lindsey Romankiw

MEMBERS ABSENT: Arnold Cantu

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Brent McLane; Naysha Foster and interested citizens.

CALL TO ORDER: Natalie Black called the meeting to order at 7:30 p.m. (late start due to technical difficulties).

CHANGES TO AGENDA: None.

MINUTES:

Hicks moved to approve the July 7, 2020 Minutes with the requested typo corrections, Dixon seconded the motion and it passed unanimously.

Dixon moved to approve the July 21, 2020 Minutes, Morrison seconded the motion and it passed unanimously.

Public Hearing(s):

1. RZON 20-008: REZONE. Rezone from R1 to R3A.

Black opened the public hearing.

Applicant: Kurt Roland, Eagle Rock Engineering, 1331 Fremont, Idaho Falls, Idaho. Roland is representing Comfort Construction and they are requesting a rezone from R1 to R3A. Roland stated that the property is located on 49th.

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

Support/Opposition to Application:

Kyle Searle. Searle's property borders the subject property. Searle is not objecting to the building. Searle's concern is the corner of 15th South and 49th. Searle stated that they are petitioning the County to get 4 way stop. Searle asked P&Z what their plan is moving forward if they are bringing in more buildings. Searle owns a Rodeo company that is run from this property and he houses bucking bulls and is concerned about the property bordering and he believes he and the developer can work something out regarding liability if someone from the new development got in with his bulls.

Jim Foster, 1680 E 49th South. Foster asked how much weight was put on R3A to approve residential areas. Foster is concerned about the corner of 15th and 49th. Foster believes something needs to be done about traffic. Foster assume the County is responsible for road maintenance.

_____, 1598 E 49th South. He is concerned about the corner of 15th and 49th as there have been 3 or 4 accidents in the last 6 weeks and multiple deaths. He doesn't feel that the flashing stop sign is enough, and it needs to be a 4 way stop or a light. He stated that 49th is currently 50 mph and there are 3 subdivisions on each side and that 50-mph speed limit needs to be addressed. He stated that if they are going to widen the road, they will need a way to turn in and out of that development. He asked if they are going to widen that road what is the plan with the irrigation ditches.

Applicant: Kurt Roland, 1331 Fremont, Idaho Falls, Idaho. Roland stated they are asking for a rezone from R1 to R3A because they want to put multi-family on the property. Roland stated that the intersection is a County issue and he is unsure what their intentions are. Roland stated that they are dedicating 50' for future road widening and as more property develops, they would have to widen the road and include turn lanes.

Black stated that the irrigation question will be left to the developer.

McLane stated that this is a rezone request and a lot of these questions will correspond with the preliminary plat. McLane stated that before a development will occur, they will need to do a preliminary plat to address these issues. McLane stated that if the development has more than 100 units it will require a traffic study and McLane agreed that the intersection does have safety issues, but it is a County road, so the County will have to decide that. McLane stated that they should talk with the City Engineer to get input for their Petition to help the County feel like it is important. McLane stated that there is a plan for 49th South to become an arterial road and it is designated as such, so it will be widened as development occurs along the roadway. McLane stated that the R3A zone or a multi-family type development would have a requirement in the zoning ordinance that would require all multi-family developments to buffer from single unit developments and they would look at Searle's property to receive proper buffering and separation.

Black closed the public hearing.

Morrison agreed that this type of zoning is needed, and they are wanting to encourage companies to put commercial on that end of the City.

Dixon supports this use of R3A and the Comprehensive Plan shows this area as being a mix of high and low density and next to commercial so the non-residential uses of R3A will fit into the general idea of this being a commercial node with light commercial/office uses. Dixon hopes they can get something built that is higher density before lower density goes in around it.

Dixon, at the request of the chair restated his previous comments and reiterated that he supports the use of R3A at this location based on the Comp Plan which shows that this intersection should have a commercial node surrounded by higher density residential and the allowed uses of R3A fit that well.

Denney moved to Recommend to the Mayor and City Council approval of the Rezone from R1 to R3A for 13.3 acres SW corner of Section 33, Township 2N, Range 38 E, as presented,

Hicks seconded the motion. Black called for a vote by roll call: Dixon, yes; Wimborne, yes; Morrison, yes; Hicks, yes; Romankiw, yes; Denney, yes. The motion passed unanimously.

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 13.3 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R1 ZONE TO R3A ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is R3A Zone for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Lower Density Residential, Higher Density Residential;" and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on August 4, 2020, and recommended approval of zoning the subject property to R3A Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on August 27, 2020.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

13.3 acres SW corner of Section 33, Township 2N, Range 38 E

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "R3A" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

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

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho

Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this_____day of_____, 2020.

CITY OF IDAHO FALLS, IDAHO

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF 13.3 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R1 ZONE TO R3A ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REZONE FROM R1 TO R3A OF APPROXIMATELY 13.3 ACRES SW CORNER OF SECTION 33, TOWNSHIP 2N, RANGE 38 E

WHEREAS, the applicant filed an application for rezoning on June 29, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on August 4, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on August 27, 2020 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 13.3 acres SW corner of Section 33, Township 2N, Range 38 E.
3. The Comprehensive Plan designation for this area is Lower Density Residential and Higher Density Residential.
4. The requested R3A Zone is consistent with the Higher Density Residential designation. The allowed uses would be in keeping with the existing land uses in this area. Residential and commercial development of the property allowed in the R3A Zone, aligns with Comprehensive Plan policies.
5. The Planning and Zoning Commission recommend approval of the rezone from R1 to R3A Zone.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the rezone from R1 to R3A as presented.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2020

_____

Rebecca L. Noah Casper, Mayor