



NOTICE OF PUBLIC MEETING

**Monday, May 9, 2016
CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, ID 83402
2:00 p.m.**

The public is invited to attend. This meeting may be cancelled or recessed to a later time in accordance with law. If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will make an effort to accommodate your needs.

SPECIAL MEETING (Council Work Session)

Call to Order and Roll Call

Mayor and Council:

- Mayor's Report and Action Items (15)
 - Receipt of Planning and Zoning Commission Actions
 - Other Announcements and Calendar Items
- City Council Reports (10)

Community Development Services:

- Annexations Update (10)

Fire Department:

- County Emergency Operation Plan Endorsement and Council Training (30)

Parks and Recreation,
Public Works:

- East Side Trail Project Design Review and Discussion (20)
- Ryder Park Pump Station Discussion (10)

Public Works:

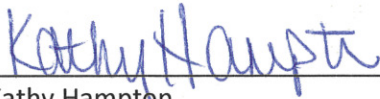
- Recycling Roundtable Discussion (30)
- Water Line Replacement 2016 Bid Award Discussion (10)

EXECUTIVE SESSION

The Executive Session will be held immediately following the conclusion of the Joint Meeting with Ammon Officials (separately noticed). The Executive Session has been called pursuant to the provisions of:

Idaho Code Section 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

DATED this 6th day of May, 2016



Kathy Hampton
City Clerk



BGC-053-16

MEMO

To: Honorable Mayor and City Council
From: Brad Cramer, Director
Date: May 4, 2016
Subject: May 3, 2016, Planning Commission Action

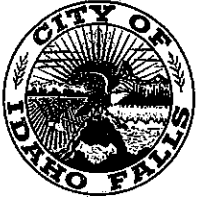
Planning Commission took the following action during the May 3, 2016, meeting.

1. **Annexation with Initial Zoning of R-1: M&B: 9.14 Acres, SE ¼ Section 26, T 2N, R 37E (Heritage Park).** Recommended approval, as presented.
2. **Annexation with Initial Zoning of HC-1: M&B: 5.66 Acres, SE ¼ Section 8, T 2N, R 38E (Hult).** Recommended approval, as presented.
3. **Final Plat: Rose Nielsen, Division 109, 3rd Amended.** Recommended approval, as presented.

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

BGC/dp

cc: File



IDAHO FALLS FIRE DEPARTMENT



DATE: MAY 6, 2016
TO: MAYOR AND CITY COUNCIL
FROM: DAVE HANNEMAN, FIRE CHIEF
RE: COUNCIL ENDORSEMENT OF COUNTY EMERGENCY OPERATIONS PLAN

Mayor and Council Members,

Attached for your consideration is a resolution endorsing the Bonneville County Emergency Operations Plan. The EOP is updated periodically, by the County Emergency Manager Tom Lenderink. The current plan was distributed to the City a few months ago. I worked with all the impacted Department Directors to ensure that we as a city can support our functions in the plan. The Fire Department respectfully requests that you approve the resolution and endorse the County's Emergency Operations Plan.

A handwritten signature in black ink that reads "Dave Hanneman".

Dave Hanneman
Fire Chief

RESOLUTION NO. 2016- _____

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING NOTICE OF ENDORSEMENT OF AND PARTICIPATION IN THE BONNEVILLE COUNTY EMERGENCY OPERATIONS PLAN; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City and Bonneville County participate in an intergovernmental disaster agency, pursuant to the Idaho Disaster Preparedness Act of 1975, Chapter 10, Title 46 of the Idaho Code; and

WHEREAS, the Idaho Disaster Preparedness Act of 1975 requires intergovernmental disaster agencies to prepare and keep current a local emergency plan for its area; and

WHEREAS, the Bonneville County Emergency Operations Plan has been updated; and

WHEREAS, the Council concurs with the concepts, requirements, and assignments as defined in the Bonneville County Emergency Operations Plan.

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

1. That Mayor be directed sign the attached Notice of Endorsement and Participation in the Bonneville County Emergency Operations Plan.

This Resolution shall be in full force and effect from and after its passage by the Council.

ADOPTED and effective this _____ day of May, 2016.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

AGREEMENT FOR MAINTENANCE OF
25TH EAST (HITT ROAD) BETWEEN CITY OF IDAHO
FALLS, IDAHO AND AMMON, IDAHO

THIS AGREEMENT FOR MAINTENANCE OF 25TH EAST (HITT ROAD) BETWEEN CITY OF IDAHO FALLS, IDAHO AND AMMON, IDAHO (hereinafter "Maintenance Agreement"), is made this ___ day of ___, 2015, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "IDAHO FALLS" or "Party"), whose address is P.O. Box 50220, Idaho Falls, Idaho 83405, and CITY OF AMMON, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "AMMON" or "Party"), whose address is 2135 South Ammon Road, Ammon, Idaho 83406 (collectively hereinafter the PARTIES).

WITNESSETH:

I. RECITALS.

1.1 The PARTIES desire to enter into a cooperative agreement to provide for the maintenance of 25th East (Hitt Road) as provided in Idaho Code, § 67-2326 through §67-2333, and to arrange herein for the financing and maintenance functions agreed upon herein to be performed by IDAHO FALLS and to specify the terms, standards, and conditions under which such work will be performed.

1.2 City of Idaho Falls, Idaho, is a municipal corporation of the State of Idaho, duly established under the laws of the State of Idaho.

1.3 City of Ammon, Idaho, is a municipal corporation of the State of Idaho, duly established under the laws of the state of Idaho.

1.4 Both IDAHO FALLS and AMMON have authority granted to them by the Idaho Constitution and by Title 50, Chapter 3 of the Idaho Code relative to this Maintenance Agreement; specifically including §§ 50-301, 50-311, 50-312, 50-313, 50-314, 50-315, and 50-316.

1.5 As municipal corporations of the State of Idaho, IDAHO FALLS and AMMON have been granted, and specifically assert, herein the authority for each to contract and be contracted with; to acquire, hold, lease, and convey property, real and personal; to erect structures of any kind, needful for the uses or purposes of the city; and to exercise all powers and perform all functions of local self-government in city affairs as are not specifically prohibited by or in conflict with the general laws of the Constitution of the State of Idaho.

1.6 Idaho Code § 67-2326 through § 67-2333, provide that public agencies (such as IDAHO FALLS and AMMON) may enter into agreements with one another for joint or cooperative action which includes, but is not limited to, joint use, ownership, or operation agreements and interagency contracts for service, activity and undertakings. This Maintenance

Agreement is, and shall be construed as a Joint Powers Agreement and active pursuant to Idaho Code § 67-2326 through § 67-2333.

1.7 It is not the intent that this Joint Powers Agreement, or that of IDAHO FALLS or AMMON, to establish a separate legal entity to conduct the joint or cooperative undertaking described in this Maintenance Agreement.

1.8 Neither party to this Maintenance Agreement intends by this Maintenance Agreement to limit its respective power, jurisdiction, nor authority in any way other than specifically contemplated and set out in this Maintenance Agreement.

1.9 The PARTIES to this Maintenance Agreement specifically intend it to be interpreted separately and apart from any other agreement, Memorandum of Understanding, contract, or arrangement between the PARTIES.

II. AGREEMENT.

2.1 This Maintenance Agreement shall supersede any previous Cooperative Maintenance Agreement, Memoranda of Understanding, and other agreement(s) for the same subject matter except for the Joint Powers Agreement for the Construction of 25th East (Hitt Road) Improvements between City of Idaho Falls, Idaho, and Ammon, Idaho, dated October 6, 2014, insofar as that Joint Powers Agreement directly affects this Maintenance Agreement.

2.2 In consideration of the mutual covenants and premises herein contained, it is agreed that IDAHO FALLS will perform such maintenance work as is specifically agreed to herein or as said Maintenance Agreement may be subsequently modified with the written consent of the PARTIES hereto acting by and through their authorized representatives.

III. DEFINITIONS.

3.1 Maintenance.

- a. The preservation and keeping of right-of-way and each type of roadway, structure, and facility in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.
- b. Provisions as necessary for the safety and convenience of traffic and the upkeep of traffic control devices.
- c. The general utility services, such as roadside planting and vegetation control.
- d. The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure or facility.
- e. Upkeep of illumination fixtures on the streets, roads, roadways, and bridges, which are required for the safety of persons using the said streets, roads, roadways, and bridges.

3.2 Roadway. The entire right-of-way which is secured or reserved for use in the construction and maintenance of the traveled way, including stormwater collection facilities and roadsides as described in this Maintenance Agreement.

3.3 Improved Roadside. The area between the roadway, as defined in this Maintenance Agreement and the right-of-way boundary lines, including curb and sidewalk.

Curb relates to a concrete, asphalt, or masonry structure separating or otherwise delineating the roadway from the remainder of the roadway and shall include paved gutters. Medians that separate the roadways for traffic in opposite directions are considered a part of the improved roadsides. Sidewalk applies to the paved or otherwise improved surface area between the face of curb or edge of roadway and right-of-way boundary, including paved entrances or driveways.

3.4 Unimproved Roadside. The area between the roadway and right-of-way boundary wherein curbs and sidewalks do not exist.

3.5 Bridge. Structures that span more than twenty feet (20') measured between abutments along the centerline of the street and multiple span structures where the individual spans are in excess of ten feet (10') measured from center- to-center of supports along the centerline of the street. All other cross-drainage structures shall be classified as culverts.

3.6 Traffic Control Devices. All signs, pavement markings, highway illumination, and traffic signals placed on or adjacent to the street or roadway for the regulations, guidance, warning and aid of pedestrian and traffic movement thereon.

IV. MAINTENANCE.

4.1 Degree of Maintenance. The degree and type of maintenance for 25th East (Hitt Road) or portion thereof shall mean doing the work and furnishing the materials and equipment to maintain 25th East (Hitt Road) herein described in a manner as near as practicable to the standard in which it was originally constructed and subsequently improved and to the standard of other roads classified as "Principal Arterial" by IDAHO FALLS.

4.2 Routine Maintenance. Routine maintenance to be performed on the roadway or roadsides shall consist of such work as patching, crack sealing, snow plowing, snow removal, sanding, care of drainage, upkeep and repair of bridges, culverts, curbs, benches and sidewalks, street sweeping and cleaning, repair of damage and cleaning up after storms and traffic accidents, control of roadside vegetation, care of landscaped areas, planters, trees or other ornamental plantings, and upkeep and operation of traffic control devices, all in the manner as hereinafter specified.

4.3 Roadway Maintenance.

- (1) Surface Repair. The patching of holes, depressed areas, etc.
- (2) Crack Sealing. The cleaning, filling and sealing of cracks in pavement with sealing compounds.
- (3) Sweeping and Cleaning. The removal of dirt or litter normally coming onto the

roadway from action of traffic or from natural causes, such as flood and storm debris.

- (4) Snow Removal. The removal of snow from the roadway by plowing, sweeping, and hauling and shall include applying sand and/or salt when required. The hauling away of snow need only apply on those highway sections where snow storage is limited or at such times when accumulations become greater than storage area capacity.
- (5) Utilities. Including manholes, boxes or other appurtenances shall be maintained by their owners.
- (6) Storm Sewers. Shall be kept clean and free from debris; traps and sumps cleaned as required.
- (7) Culverts. Shall be kept clean and free from debris; inlets and outlets shall be kept free of debris and growing grass or brush.

4.4 Bridge Maintenance. Shall be inspected in accordance with the national inspection standards of U.S. Code, Section 116(d), Title 23, administered by the State. Bridges must be inspected on a frequency not to exceed two (2) years. Bridges that are posted for restricted weight limits and/or designed to AASHTO HS-15 or less will be inspected on an annual basis. Inspections are to be accomplished by a qualified inspector. See current edition of AASHTO Manual for Maintenance Inspection of Bridges for inspector's qualifications, inspection reporting procedures, and structural analysis for load capacity of bridges. Bridge maintenance shall include concrete repairs and bridge railing maintenance.

4.5 Improved Roadsides Maintenance.

- (1) Curbs. Shall be kept in good repair by cleaning, patching, lifting, and aligning.
- (2) Sidewalks. Shall be kept in good repair by cleaning, patching, lifting, aligning, and regrading of gravel or other non-cemented material.
- (3) Lawn or Grass Areas. Shall be kept mowed, watered, edges trimmed, and the watering operations shall not flood or sprinkle on the roadway.
- (4) Trees and Plantings. Shall be kept trimmed with dead material removed and hazardous limbs pruned. This agreement shall not be construed as restricting, prohibiting, or otherwise relieving IDAHO FALLS of the responsibility for inspection and upkeep of trees in a manner that will insure maximum safety to both vehicular and pedestrian traffic or to restrict or relieve IDAHO FALLS from following the same policy and procedure generally followed by it with respect to streets of IDAHO FALLS in the matter of requiring sidewalk repairs and control of vegetation to be made by or at the expense of abutting owners who are under legal obligation to perform such work.
- (5) Benches and Planters. Shall be kept in good repair by cleaning, patching, aligning, and painting.

4.6 Unimproved Roadsides Maintenance.

- (1) Ditchings. Foreslopes, backslopes, and ditches shall be bladed and ditched regularly as required to keep as near as possible to the original typical cross section.

4.7 Maintenance of Traffic Control Devices. Traffic control devices installed and maintained on 25th East (Hitt Road) shall be in conformance with the recommendations and specifications of the current MUTCD for Streets and Highways as approved AASHTO and as adopted by IDAHO FALLS. The maintenance to be performed on these items shall consist of furnishing all necessary labor, material, services, and equipment to install, replace, operate, and/or repair in accordance with this Maintenance Agreement.

V. ENCROACHMENT PERMITS AND CONSTRUCTION.

5.1 Required encroachment and construction permits shall be issued and administered by IDAHO FALLS in its sole direction.

IDAHO FALLS shall comply with its ordinances, policies, and practices with respect to collecting costs for encroachment or construction work on East 25th (Hitt Road).

No signs, billboards, or structures other than those authorized and installed by IDAHO FALLS as necessary for the regulating, warning, and guiding of traffic shall be permitted within or to overhang the right- of-way of any roadway.

VI. LEGAL RELATIONS AND RESPONSIBILITIES.

6.1 Nothing in the provisions of this Maintenance Agreement is intended to affect the legal liability of either party to the contract by imposing any standard of care respecting maintenance of 25th East (Hitt Road) different from the standard of care imposed by law.

It is understood and agreed that neither AMMON nor any officer, agent, servant, or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by IDAHO FALLS or in connection with any work, authority, or jurisdiction delegated to IDAHO FALLS under this Maintenance Agreement. IDAHO FALLS, its officers, agents, servants, or employees, shall not be responsible for any damage or liability arising in connection with work to be performed.

VII. MAINTENANCE.

7.1 Maintenance pursuant to this Maintenance Agreement shall be performed on the sections of 25th East (Hitt Road) included in Exhibit "A" attached to this Maintenance Agreement and adopted by this reference that have been annexed into the City of Idaho Falls. Exhibit "A" may be amended in writing by the PARTIES during the term of this Maintenance Agreement.

7.2 AMMON may request compliance with maintenance levels established in this Maintenance Agreement by contacting Idaho Falls Public Works to discuss concerns. Such requests shall be made to the IDAHO FALLS Public Works Director.

VIII. FINANCING.

8.1 AMMON's Contribution to Maintenance. AMMON shall contribute each quarter an amount equal to the quarterly bill issued by IDAHO FALLS for Ammon's proportional share of maintenance pursuant to this Maintenance Agreement for 25th East (Hitt Road). If AMMON fails to pay the quarterly bill in the full amount, AMMON shall not be entitled to the level of maintenance provided for in this Maintenance Agreement. However, all monies contributed by AMMON shall be spent only for maintenance of 25th East (Hitt Road) pursuant to this Maintenance Agreement.

8.2 Anticipated Contributions by AMMON. For the first calendar year, it is anticipated that AMMON will contribute to the Fund the anticipated amount of \$30,200, paid quarterly. The amount of the annual anticipated contribution by AMMON for maintenance of 25th East (Hitt Road) shall be calculated and recommended by IDAHO FALLS Public Works, in consultation of AMMON Public Works in sufficient time to allow AMMON to budget its contribution, if any, and in its sole discretion, prior to its adoption of the AMMON annual appropriation ordinance. All projects to improvement Hitt Road including but not limited to, seal coating, overlays, roadway reconstruction and capacity increasing improvements shall be addressed by entering into a Joint Powers Agreement. Such projects shall be discussed with sufficient lead time so that budgeting can be arranged by both Cities.

IX. DEFENSE OF CLAIMS.

9.1 IDAHO FALLS shall be fully and solely responsible for the defense and payment of all claims for damage or injuries which (a) arise out of the maintenance, operation, or use of the portions of 25th East/Hitt Road included in Exhibit "A" to the Maintenance Agreement, or (b) occur within its jurisdictional boundaries. No other Party shall have any legal or financial responsibility for any such claim, but shall instead look to IDAHO FALLS to handle and dispose of the claim as it may deem appropriate. These provisions, however, shall not apply to the extent that any such claim arises from the negligence or alleged negligence of AMMON. In such case the negligent Party shall be responsible to the full extent of its negligence.

Nothing in this Maintenance Agreement shall expose a Party to liability greater than the limits of the Idaho Tort Claims Act (Title 6, Chapter 9 Idaho Code) as now stated or later amended, or any other Idaho law intended to limit the liability of an Idaho public entity.

X. SUBSEQUENT IMPROVEMENTS.

10.1 When a roadway section or portion thereof is improved to urban standards, i.e., with curbs, sidewalks, etc., maintenance shall automatically change to conform to the provisions as provided for similar sections under this Maintenance Agreement and the cost of maintenance

will be adjusted accordingly.

XI. TERM OF AGREEMENT.

11.1 This Maintenance Agreement shall become effective this _____ day of _____, 2015, and shall remain in full force and effect until amended or terminated.

XII. JURISDICTION AND VENUE.

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

XIII. SEVERABILITY.

13.1 In the event any provision or section of this Maintenance Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

XIV. EFFECTIVE DATE AND TERMINATION.

14.1 Effective Date. This Maintenance Agreement shall be effective when the last signatory approves or ratifies and executes this Maintenance Agreement.

14.2 Termination. Once effective, this Maintenance Agreement shall remain effective until it is terminated or by agreement or action of the Parties, as provided in this Maintenance Agreement.

XV. AMENDMENT.

15.1 The Maintenance Agreement as above may be amended upon the mutual consent of the parties thereto.

IN WITNESS WHEREOF, the PARTIES to this Maintenance Agreement have caused it to be executed to be effective as set forth in 15.1 and each signatory represents that he or she is authorized to sign this Maintenance Agreement.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

ATTEST:

CITY OF AMMON, IDAHO

By _____
Rachel Brown, City Clerk

By _____
Dana Kirkham, Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By _____
Randall D. Fife
Idaho Falls City Attorney

By _____
Scott R. Hall
Ammon City Attorney

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2015, 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 for Idaho
Residing at Idaho Falls
My Commission Expires:_____

(SEAL)

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2015, before me, the undersigned, a notary public for Idaho, personally appeared Dana Kirkham, known to me to be the Mayor of the City of Ammon, 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 for Idaho
Residing at Idaho Falls
My Commission Expires:_____

(SEAL)

MEMORANDUM OF UNDERSTANDING (MOU)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this ____ day of ____, 2015, by and between the City of Idaho Falls, Idaho, a municipal corporation (“Idaho Falls”), and the City of Ammon, Idaho, a municipal corporation (“Ammon”), herein collectively referred to as “the Cities”;

WITNESSETH:

WHEREAS, each City is a municipal corporation of the State of Idaho and each has independent jurisdiction and powers granted to it relative to its respective jurisdiction, pursuant to the State; and

WHEREAS, the Cities are empowered to exercise all powers and perform all functions of local self-government in City affairs as are not specifically prohibited by or in conflict with the general laws or the Constitution or the State of Idaho; and

WHEREAS, this MOU is entered into by each City pursuant to such authority; and

WHEREAS, the Cities share a common boundary along the east side of 25th East, more commonly known as Hitt Road; and,

WHEREAS, the Cities recognize that vehicular and pedestrian traffic originating from within the territorial boundaries of each of the Cities flows into and impacts the operation, maintenance and safety of the common boundary; and,

WHEREAS, the Cities recognize the need to revise and re-establish an understanding between them concerning issues of area of impact, city boundaries,

annexation, maintenance, improvement and development of their boundary, and other important and relevant matters that pertain to their common boundary;

NOW THEREFORE, THE CITIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS. Unless otherwise defined in this MOU, terms shall be defined as follows:

A. Capital Improvement. Any work performed— including all engineering, design work, oversight, and change orders—towards improvement, construction, equipment or traffic signal constructed, fabricated or installed within the right-of-way of 25th East adjacent to the Boundary to replace, upgrade, or expand the utility or which replaces, upgrades or expands the function, utility or safety of the right of way or the facilities or equipment located therein.

B. Maintenance and Repair. Any work performed— including all engineering, design work, oversight, and change orders—upon any portion of the existing right-of-way of 25th East adjacent to the Boundary to restore, repair, or preserve the existing operation, functionality or useful life of the right of way, or which ensures the proper and safe operation of the right of way. The term “maintenance and Repair” includes, without limitation, pavement overlays, street rehabilitation, pavement milling, minor signal upgrades, storm line reconstruction, curb, gutter and sidewalk replacements, pothole patching, crack sealing, pavement marking, sweeping, snow removal, storm

line cleaning, landscape and sprinkler maintenance, mowing, seal coating, chip sealing and non-structural street overlays.

- C. Project. A joint undertaking of the City of Idaho Falls and the City of Ammon for the reasonable and necessary work of planning and design for the Maintenance and Repair or Capital Improvement Work upon the right of way and intersections of 25th East.

2. BOUNDARY. The boundary between the Cities is generally along the east right-of-way line of 25th East, running north and south until the Cities' border with the current unincorporated areas of Bonneville County, with the exception of the Ivan's Acres and Woodbridge Subdivisions, both north of 1st Street, and the area immediately east of Eastern Idaho Technical College, which is currently annexed to the City of Idaho Falls (the "Boundary"). The Boundary also serves as the boundary for each City's Area of City Impact. A map showing the Boundary, as defined in this MOU, is attached hereto and incorporated herein as Exhibit "A".

3. FUTURE BOUNDARY. As the Cities continue to annex adjacent to their respective City limit, each city's Boundary will continue running north and south along the east right-of-way line of 25th East, continuing in a line and consistent with the current boundary. When adjacent land becomes eligible for annexation, the City of Idaho Falls will continue to annex to the eastern boundary of 25th East.

4. ANNEXATION. Other than that stated below in paragraph 14, it is the intent of the Cities not to annex into any portion of the other City's respective Area of City Impact, or to annex land not currently within such City's jurisdictional limit. The Cities

agree that any variation to Paragraph 4 will be based upon sound planning, logical growth, utility serviceability, and contiguous land. Variations shall be memorialized in writing and approved by both City Councils.

5. AREA OF IMPACT UPDATES. The Cities agree that all future changes to their respective Areas of City Impact will be communicated to the other City within fifteen (15) days following consideration by the respective City's Planning and Zoning Commission as provided in Idaho Code § 67-6526.

6. PROJECT COSTS. The Cities agree that all costs related to any Project to the right-of-way for 25th East shall be paid according to the following formula:

- a. All Project costs for **Capital Improvements** shall be paid 50% by Idaho Falls and 50% by Ammon.
- b. All Project costs for Maintenance and Repair shall be paid for as detailed within the current *Cooperative Agreement for Maintenance* approved by both Cities.

Major projects including seal coating, overlays, roadway reconstruction, traffic signal replacements/modifications or capacity increasing projects shall be coordinated by entering into a Joint Powers Agreement detailing specific project scope and requirements of both Cities that will shall include a breakdown of funding. Such projects shall be coordinated so that both Cities have ample time to budget for said projects. The Cities will also try to leverage Federal Funding for major projects through their joint membership in the Bonneville Metropolitan Planning Organization (BMPO). Both Cities

shall share financial match contributions equally for these projects at the match rate required by the program utilized.

7. PROJECT OPERATION. The City of Ammon will pay its costs, according to the formula under Paragraph 6, to the City of Idaho Falls. The City of Idaho Falls will oversee and manage all Project operations.

8. ADDITIONAL COSTS RELATED TO TIME-SENSITIVE PROJECTS. In addition to the costs allocated by Paragraph 5, each City shall bear the cost overruns, change orders, or additional premiums for a Project proposed by that City which are, of necessity, time-sensitive and immediate in nature.

9. CAPITAL PLAN COORDINATION. The Cities agree to communicate with each other about all preliminary and finalized capital plans that have the potential of affecting 25th East, including plans that impact traffic or signalization. Any changes to each respective City's capital plans will be communicated with the other City within 15 (fifteen) days of final approval of the capital plan change, with the intent to provide the other City as much lead time as possible to allow for budgeting. Additionally, the Cities will communicate their capital plans with each other at the beginning of each fiscal year.

City directors from each City will meet on at least a quarterly basis concerning capital plan issues that have the potential to affect 25th East. These directors will consist of each City's Planning and Zoning administrator, Public Works director, and Engineer.

10. PROJECT COORDINATION. Each City agrees to communicate all relevant information concerning any Project, or potential Project (excluding minor maintenance), with the other City's Director of Public Works, within five (5) business

days after receiving said information. The other City then shall have fourteen (14) business days to respond with comments or concerns. Each City agrees to consider the other City's comments or concerns. Significant issues or disputes by either City regarding the necessity or cost of a Project will be resolved prior to beginning work.

11. BMPO ACCESS MANAGEMENT PLAN. The Cities will use the currently adopted Bonneville Metropolitan Planning Organization (BMPO) Access Management Plan as a guide in determining the location of all accesses onto or affecting 25th East. Both Cities will approve of any Project that deviates from the BMPO Access Management Plan.

12. TRAFFIC SIGNAL STANDARDS. Each City agrees that all planned traffic signals on or affecting traffic flow on 25th East will be constructed according to best practice and will be in compliance with applicable traffic and engineering standards.

13. RIGHT-OF-WAY. To the extent necessary, both Cities agree to assist each other in obtaining rights-of-way for Projects under this MOU. It is the intent that all planned right-of-way changes for 25th East, whether by dedication from developers or otherwise, will meet BMPO standards. Any Project deviation from the BMPO standards for rights-of-way will be approved by both Cities.

14. OUT-OF-AREA SERVICE AGREEMENTS. The Cities agree to consider the use both of Out-of-Area Service Agreements and annexation as tools to, in order to serve property outside of the respective City's Area of City Impact with water or sewer connections and service, when such connections and service appear to be the most cost-effective means of providing said service.

15. ANNUAL REVIEW AND RENEWAL OF MOU. Each City shall designate at least two (2) individuals, at least one (1) of whom must be an elected official, to meet with the other City each fiscal year to review the MOU. The purpose of this meeting will be to address any concerns or issues with the MOU moving forward, and to suggest any proposed changes to the MOU. Each City Council agrees to vote on the renewal or modification of the MOU within three (3) months following a City general election.

19. COMPLIANCE. Each City shall communicate with the other City any problems or concerns with its compliance with this MOU.

20. PURPOSE AND INTENT. This MOU reflects the current intent of the Cities of Idaho Falls and Ammon, as represented by their current respective elected Council.

21. AMENDMENTS. Any changes or amendments to the MOU shall be approved by the respective City Councils, adopted by Council Resolution, and signed by each City's Mayor.

22. REVOCATION OF PRIOR MOU. This MOU supersedes, revokes and takes the place of all prior MOU's concerning the same subject matter between these Cities.

IN WITNESS WHEREOF, the Cities hereto have executed this Memorandum of Understanding on the dates as herein indicated.

CITY OF IDAHO FALLS
308 Constitution Way
Idaho Falls, ID 83402

CITY OF AMMON
2135 South Ammon Road
Ammon, ID 83406

By: _____

Rebecca Casper

Mayor

Date: _____

By: _____

Dana Kirkham

Mayor

Date: _____

DRAFT