

# City Council Meeting

June 03, 2015

35 North 1<sup>st</sup> East  
Rexburg, ID 83440

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CITY OF  
**REXBURG**  
America's Family Community

June 03, 2015

**Mayor Richard Woodland**

**Council Members:**

President Sally Smith    Jordan Busby

Donna Benfield         Jerry Merrill

Christopher Mann       Brad Wolfe

**City Staff:**

Stephen Zollinger – City Attorney

Matt Nielson – Finance Officer

John Millar – Public Works Director

Val Christensen – Community Development Director

Scott Johnson – Economic Development Director

**7:00 P.M. City Hall – Pledge to the Flag**

**Brad Wolfe** led the pledge.

**Thaine Robinson** said the prayer.

**Roll Call of Council Members:**

**Attending:** Council President Smith, Council Member Mann, Council Member Busby, Council Member Wolfe and Mayor Woodland.

**Council Member Benfield** and Council Member Merrill asked to be excused.

**Mayor Woodland** said the new trees on Main Street have been planted; 2<sup>nd</sup> North is under Construction.

**Public Comment on non-controversial issues:** not scheduled on the agenda (limit 3 minutes): - NONE

**Presentations:** - NONE

**Committee Liaison Assignments for 2015:**

A. Council Member Christopher Mann: *Golf Board · Emergency Services Board · MYAB*

**Council Member Mann** reported his committees have not met; however, the Special Needs lunch today at Porter Park was a success. He thanked the Rexburg Police Department of their outreach in supporting the special needs people, some special needs people have been hidden from society in the past; this is an opportunity to serve them. The lunch allows the police officers and the special needs people to interact and feel comfortable with each other, in case there is ever a situation where a police officer is called out to help one of these individuals, they will feel secure.

B. Council Member Jordan Busby: *GIS Oversight · Airport Board · Traffic & Safety*

**Council Member Busby** reported his committees have not met. The Airport Board meeting was scheduled to meet June 3, but was cancelled in lieu of an upcoming meeting that John Millar will elaborate on, in tonight's City Council meeting.

C. Council Member Donna Benfield: *Police · Trails of Madison County · IBC · Teton Flood Museum Committee* **Council Member Benfield** was excused.

D. Council Member Smith: *Legacy Flight Museum · Rexburg Arts Council (Romance Theatre & Tabernacle Civic Center, Orchestra) · M.E.P.I.*



**Mr. Miller** answered anytime there is an extensive remodel, change orders are common with unforeseen and owner directed changes. Council Member Mann stated there was money budgeted for change orders, they have used about \$66,000.00 over what was budgeted.

**Mr. Miller** stated they have spent as much of the block grant as possible at this time. The Idaho Community Development Block Grant Program requires them to retain about 5% until there is substantial completion.

**Mr. Miller** noted he has meet with the city and has taken care of the 504 compliance, Fair Housing Assessment, ADA compliance; taking care of these requirements is part of the contractual obligation. These block grant requirements have been submitted to the state and have been approved.

**Mr. Miller** indicated written comments may be submitted to the city as part of the public hearing. He said the public may also request additional information regarding the grant and remodel of the fire station from him or the City.

**Council Member Busby** asked if the remodel is on schedule. Mike Walker with the Fire Department said the remodel is ahead of schedule.

**Mayor Woodland** opened the public hearing.

**Written correspondence:** - NONE

**Public Testimony in favor of the proposal (5 minute limit):** NONE

**Public Testimony neutral to the proposal (5 minute limit):** NONE

**Public Testimony opposed to the proposal (5 minute limit):** NONE

**Mayor Woodland** closed the public hearing.

The City Council thanked Rick Miller for the update on the project

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**B. Public Hearing at 7:20 P.M. (BILL 1134)** to hear a proposal to amend the Pedestrian Emphasis Zone (PEZ Area) by reviewing the percent of visitor parking in both PEZ 1 and 2, for HDR, MDR and MU Zones within the PEZ as regulated by the University, the Building Code and any requirements imposed as part of the CUP. *(This Public Hearing will begin at the conclusion of the Madison Fire Station Public Hearing.)*

*NOTE: The requestor asked for this action to be tabled to a future meeting.*

Staff Report: The proposed changes to the visitor parking as advertised.

**SIGNIFICANT CHANGES TO THE DEVELOPMENT CODE**

Section #	Explanation of Change
<b>CHAPTER 9: PEDESTRIAN EMPHASIS ZONE (PEZ)</b>	1. PEZ Area 1: a. 1 to 99 beds: .06 visitor parking stalls per bed. b. 100 or more beds: .03 visitor parking stalls per bed. 2. PEZ Area 2: a. .06 visitor parking stalls per bed.

**Mayor Woodland** opened the public hearing.

**Written correspondence:**

1. Mayor, Scott, Blair and Elaine:

We realize there have been many discussions and differing opinions on how visitor parking should be managed at BYU-I approved housing complexes. I will be unable to attend the June 3<sup>rd</sup> meeting because of prior business commitments that will have me out of state at this time. So, in lieu of me being there to make a statement if needed, I wanted to send this to you and ask that it be forwarded to the City Council.

*“Currently the University has concerns with reducing visitor parking requirements at approved housing complexes. We have projected extensive future growth and would like to see more comprehensive data from a cross-section of semesters before considering endorsing a change.”*

We realize this is a City of Rexburg decision, but wanted you to know where we stood in case you were interested. Please let me know if you would like any additional information.

Thanks, Eric

Eric Conrad  
Managing Director, University Services  
BYU-Idaho | 525 S Center | Rexburg, ID 83460-0725  
Office 208.496.2710 | Fax 208.496.6592 | [conrade@byui.edu](mailto:conrade@byui.edu)

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**Discussion: City Attorney Zollinger** explained the reason to delay the hearing was a request from the requestor to seek more input from the University on the proposal to be presented at a future date.

**Council Member Busby** moved to table the public hearing to a future meeting; Council Member Wolfe seconded the motion; Mayor Woodland asked for a vote:

**Those voting aye**

Council President Smith  
Council Member Wolfe  
Council Member Busby  
Council Member Mann

**Those voting nay**

None

**The motion carried**

**Items for Consideration:** - NONE

**A. Annexation of the Development Workshop** parcel (BILL 1133) at 275 Stationery Place (Road) – Staff

**City Attorney Zollinger** reviewed the parcel on the overhead screen. The property is owned by the Development Workshop; it is connected to the City boundaries on all sides. The property is not the property discussed by Sugar City; it is the Harris property north of the new Wal-Mart store. The property is west of Arco. The annexation was requested in favor by the Development Workshop. It is on City water and sewer with the City of Rexburg. The property would be a connection to the property to the north being developed this year.

**Ken Sakota** in Rexburg is neutral to the annexation; he is concerned with the noise coming from the current tenant. The noise from dances is twice the legal limit and it is very damaging to the human ears. He read a statement complaining about the noise from kids, cars, and music as late as 1:30 am. They saw kids smoking pot, drinking beer, etc. He asked for the City to control the noise by enforcing the City noise ordinance.

**Doug Sakota** indicated they went before the County Commissioners to have the noise reduced to legal limits. The noise can be heard a mile away.

*To: The Madison County Commissioners*

*April 14, 2014*

*SOLUTION to Noise caused by The Zone Dances*

*Have the Sheriff or his Deputies enforce Idaho Statue Title 18-6409, "Disturbing the Peace" by:*

- 1. Have The Zone turn down their speaker(s) volume so that it is **under 45 dBA** at the edge of the property line so as to be in compliance with Madison County Title 10 Chapter 1 General Provisions Section 1.8.2 (C) Noise, Typical Outdoor Sound Levels in Various Environments, Small Towns and Quiet Suburban 45-5- dBA.*
- 2. Have The Zone tum down their sub-woofer speakers (the Heavy BASS) so that it is in compliance with Madison County Code Section 101-231 (3) Noise: Objectionable noise which is due to volume, frequency, or **"BEAT"** shall be*

*muffled or otherwise controlled.*

3. *Have a Sheriff's deputy vehicle with his blinking red/blue light on at the corner of Stationary Place Road and Bond Avenue. Have the Deputies either warn and/or issue citations for disturbing the peace when anyone is yelling, screaming, hollering, honking their vehicle horns, and/or loudly revving their vehicle engines in the parking lots and on the streets.*

4. *Have Dance end on time.*

*We are just asking that the laws be enforced so that there is "**Peace and Quiet**".*

*The following are Residents of Madison County that have either **heard the MUSIC** or **felt the BEAT** from The Zone dances:*

*Bud Squires, 1256 North 2<sup>nd</sup> East  
Doug & Ken Sakota, 1245 North 2<sup>nd</sup> East  
Sam & Mary Butikofer, 1347 North 2<sup>nd</sup> East  
Nate & Candice Dexter, 1362 (approximately) North 2<sup>nd</sup> East  
Carolyn Sakota-Smith, 1371 North 2<sup>nd</sup> East  
Darwin & Wendy Sakota, 78 West Moody Rd.  
Alan Sakota, 84 (approximately) West Moody Rd.  
Ryan & Karie Jones, 62 East Moran View  
Milton & LuAnn Webster, 96 East Moran View  
Tabitha McCoy, 71 West Moran View  
Lee Munns, 1291N. 5<sup>th</sup> West (over one mile directly West)  
\*\*\* and Kimber Ricks **also heard and felt the beat** on March 21, 2014*

**Doug Sakota** presented the following on noise:

1. Idaho Statute Title 18 (Crimes and Punishments, Chapter 64 – Riot, Rout, Unlawful Assembly, Prize Fighting, Disturbing the Peace).
2. Madison County codes regulating noise: General and Administrative Provisions - (3) Noise. Objectionable noise, as determined by the county, which is due to volume, frequency, or beat, shall be muffled or otherwise controlled. Air raid sirens and related apparatus used solely for public purposes are exempt from this requirement, as are noises attendant to ordinary agricultural operations. (4) Vibration. No vibration shall be permitted which is discernable without instruments on any adjoining lot or property.
3. Noise Standards, Madison County, Title 10, Chapter 1, General Provisions, Section 1.8.2 (C) Noise. Typical Outdoor Sound Levels in Various Environments.
4. Madison County Code Book (Miscellaneous Provisions – Sec. 109-122. Standards for small turbines). (d) Sound level. At or beyond property lines for small wind turbines must not exceed 45 dBA. (To compare, an operating refrigerator is about 40 dBA)

They requested a limit of 45 decibels.

**Council Member Busby** asked when the last dance was held. They hold dances three or four times a year.

Discussion: The Development Workshop management (Mr. Mike O'Bleness) has heard of the problem; they believe the new owner is trying to comply with the 45 decibel limit for noise.

**Council Member Mann** said if the property is annexed, hopefully, the City will try to control the noise. City Attorney Zollinger said that if the property is annexed, noise problems will be efficiently addressed by City Police. Rexburg Police Officers have access to decibel meters and will not permit any noise that exceeds the legal limit.

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**Staff Report:**

**ZONING DISTRICT:** Light Industrial

**I. BACKGROUND**

The subject property is an area of unincorporated property adjacent to the City of Rexburg. The applicant is asking to have the property annexed to the City of Rexburg. The parcel being requested for annexation is approximately 6 acres. It includes the Development Workshop building and will stay zoned as Light Industrial.

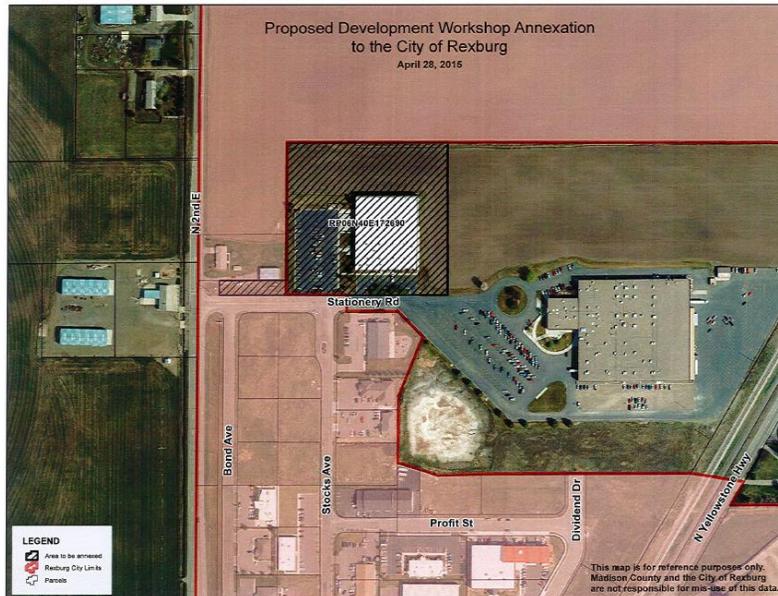
**II. SITE DESCRIPTION**

The site is located at 275 Stationery Road. The subject property is approximately 6 acres. The surrounding neighborhood is predominantly commercial to the south and east. The west and north is surrounded by farm land and a couple of houses.

**III. STAFF RECOMMENDATION**

Staff recommends that the Commission take public testimony, and determine if the proposed annexation can be approved, denied, or approved with conditions. The Comprehensive Plan identifies the use as Light Industrial. The current zoning is compatible with the Comp Plan. Staff recommends that the Planning and Zoning recommend to the City Council to approve the annexation of this property.

**Planning and Zoning** recommended annexation of the property at 275 Stationery Place.



**Council Member Wolfe** moved to Suspend the Rules for the reading of BILL 1133; Council President Smith seconded the motion; Mayor Woodland asked for a roll call vote:

**Those voting aye**

- Council Member Smith
- Council Member Wolfe
- Council Member Mann
- Council Member Busby

**Those voting nay**

None

**The motion carried**

**Council Member Wolfe** moved to approve and third read BILL 1133 for the annexation of property at 275 Stationery Place; Council Member Smith seconded the motion; Mayor Woodland asked for a vote:

**Those voting aye**

- Council President Smith
- Council Member Wolfe
- Council Member Busby
- Council Member Mann

**Those voting nay**

None

**The motion carried**

**B. Approve Fireworks Stands - Staff**

BL #	Company Name	Address of stand	Applicant	Contact Info	Paid	Insurance
2376	TNT FIREWORKS	530 N 2ND E (WALMART)	DAVID WEBSTER	(208) 681-3283	YES	YES
2374	TNT FIREWORKS	124 W MAIN (BROULIM'S)	LYNN WEBSTER	(208) 681-3283	YES	YES
2701	RED BOX FIREWORKS	565 N 2ND E	BRYAN BRUSMAN	(208) 360-3397	YES	YES
2818	JK MARKETING LLC/ ACME DISCOU	490 N 2ND E	JARED JENSEN		YES	YES
2820	FAMILY FUN FIREWORKS LLC	125 VALLEY RIVER DRIVE	BRENDA POLLARD	(208) 233-3543	YES	YES
2687	ACME DISCOUNT FIREWORKS	490 N 2ND E (ALBERTSONS)	JARED JENSEN	(208) 851-1337	YES	YES

Discussion: City Clerk Kay reviewed the applications for fireworks stands in 2015. They will be allowed to sell fireworks from June 26<sup>th</sup> to July 26<sup>th</sup>. The Fire Department inspects the facilities before they are presented with their license.

**Council Member Smith** moved to approve the fireworks stands as presented; Council Member Mann seconded the motion; Mayor Woodland asked for a vote:

**Those voting aye**

Council President Smith  
Council Member Wolfe  
Council Member Busby  
Council Member Mann

**Those voting nay**

None

**The motion carried**

**Staff Reports:**

**A. Public Works:** – **Public Works Director Millar** reported on 2<sup>nd</sup> North Street which is under construction (from Center Street to 2<sup>nd</sup> East). This is a total reconstruction which will include the additions of new sewer, water, road, curb, and gutter. They are working with the neighbors for access. Council Member Wolfe asked to include lighting conduit in the project. There is already school district communication conduit in the 2<sup>nd</sup> North Street under construction.

**Director Millar** reported on the water project. City Attorney Zollinger took the issue before a judge last week. The judge approved the judicial confirmation and was forwarded to the state. Director Millar anticipates a loan grant offer in near future. This will be done, signed, and committed before the end of June.



IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF MADISON

In re:	)	Case No. CV-2015-220
	)	
THE CITY OF REXBURG,	)	
an Idaho municipal	)	JUDGMENT
corporation,	)	
	)	
Petitioner.	)	
	)	

The Court having entered its Findings of Fact and Conclusions of Law in the above-entitled action, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

(1) The Judicial Confirmation Law, Title 7, Chapter 13, Idaho Code, is valid and constitutional.

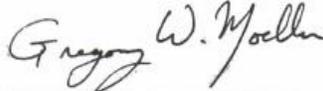
(2) The proposed Loan Agreement between the City of Rexburg, Madison County, Idaho and the State of Idaho, Department of Environmental Quality, as Exhibit "A" to the Petition for Judicial Confirmation filed in this matter, and lodged on April 6, 2015, and the promissory note issued pursuant thereto, constitute valid "ordinary and necessary expenses" within the meaning of Article 8, Section 3, Idaho Constitution, for which no approval of the City's electors is required;

(3) The proposed Loan Agreement, when duly executed and delivered, and the promissory note or other evidence of indebtedness, to be issued pursuant thereto, will, when

executed, issued, and delivered, constitute valid and enforceable special obligations of the Petitioner, enforceable in accordance with their terms; and

(4) The City may validly pledge its water revenues and other lawfully available funds of the City appropriated by the City Council for such purpose as security for the payments required under the Loan Agreement and the promissory note issued pursuant thereto.

DATED this 1 day of June, 2015.

  
\_\_\_\_\_  
Gregory W. Moeller  
District Judge

### 1. Airport bid results for approval

**City Engineer Keith Davidson** reviewed the bids on the shoulder grading and the apron project. The bids were good with HK as the low bidder. The airport will be shut down for two weeks before allowing flights to continue.

**Council Member Busby** asked if the funds for the project come from a grant. City Engineer Keith Davidson said 90% of the cost will be covered by FFA grant and about 3% will be covered by the state, the remainder of the cost will be paid by Madison County and City.

#### Airport Bid for Shoulder and Apron 2015

Contractor	Bid Sch. 1 + 2	Bid Sch. 1 + 2 + 3
DePatco Inc.	\$ 541,106.75	\$ 622,944.25
H & K Contractors	\$ 455,430.00	\$ 528,845.00
T.M.C. Cont.	\$ 513,584.20	\$ 574,525.70
Knife River	\$ 569,496.80	\$ 667,941.80

**Council Member Mann** moved to approve the airport bid for the improvements as presented; Council Member Busby seconded the motion; Mayor Woodland asked for a vote:

**Those voting aye**

Council President Smith  
Council Member Wolfe  
Council Member Busby  
Council Member Mann

**Those voting nay**

None

**The motion carried**

**City Engineer Keith Davidson** indicated the second aspect of the airport project, is to have an oversight construction contract. He said they have negotiated with GDA; they will be using Forsgren Associates of Rexburg to oversee the construction at the airport. The cost of the contract will be \$50,698.00.

- 2. Construction oversight contract with GDA** (*GDA Engineers in Cody, Wyoming and Heber City, Utah provide civil engineering, planning, and surveying solutions for our valued clients in Wyoming, Utah, and across the Rocky Mountain Region. GDA Engineers is celebrating over 60 years of successful projects across Wyoming, Montana, Idaho, Utah, and Colorado*)

**AGREEMENT BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

*THIS AGREEMENT is by and between The City of Rexburg, Idaho and Board of County Commissioners of Madison County, Idaho (hereinafter called OWNER) and HK Contractors, Inc.*

(hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### **ARTICLE 1 – WORK**

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Rexburg-Madison County Airport Runway Shoulder Grading and Apron Rehabilitation Project, A.I.P. Numbers 03-16-0031-11-2013, 03-16-0031-13-2014, and 03-16-0031-14-2015, State Project Numbers F148-REX, F148RXE, F168-RXE.

#### **ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is described as follows: Rexburg-Madison County Airport Runway Shoulder Grading and Apron Rehabilitation Project, A.I.P. Numbers 03-16-0031-11-2013, 03-16-0031-13-2014, and 03-16-0031-14-2015, State Project Numbers F148-REX, F148RXE, and F168-RXE.

#### **ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by GDA Engineers who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

#### **ARTICLE 4 – CONTRACT TIMES.**

4.01 Time is of the essence so the Work will be substantially completed as stated in the Bid Proposal & Notice to Proceed and completed and ready for final payment in accordance with the Contract Documents.

Liquidated Damages will be assessed for failure to complete any of the following items within the time specified: Substantial Completion by **August 28, 2015** Phase 1 Substantial Completion within 14 working days from start date Phase 2 Substantial Completion within **21** working days from start date Final Completion by **October 12, 2015**.

4.02 **Liquidated Damages.** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.01 above, plus any extensions thereof allowed in accordance with the Contract Documents. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Two Thousand Eight Hundred Dollars (\$2,800.00) per calendar day** for each calendar day that expires after the time specified in paragraph 4.01, 4.02 and 4.03.

#### **4.03 Project Schedule V-2**

The Contractor will be required to present a complete schedule after the award of the bid, at the preconstruction conference and it shall also show full and complete adherence to the Construction Safety and Phasing Plan herein.

#### **ARTICLE 5 – CONTRACT PRICE.**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.

5.01 For all Awarded Work, payment shall be made as per attached CONTRACTOR'S Bid and CONTRACT for BID SCHEDULE 1, 2, & 3 for \$582,845.00. As provided in the General Provisions, estimated quantities are not guaranteed and determinations of actual quantities and classification are to be made by ENGINEER as provided in the General and/or Special Provisions. Unit prices have been computed as provided in the General Provisions.

#### **ARTICLE 6 – PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with the General and/or Special Provisions. Applications for Payment will be processed by ENGINEER as provided in the General and / or Special Provisions.

6.01 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the \* day of each month during construction as provided in paragraphs 6.01.1. and 6.01.2. below. All such payments will be measured by the schedule of values established in the CONTRACT (and in the case of Unit Price Work based on the number of units completed). See Section 10.05 D herein for more information on payments. \* Payments to Contractor will be made expeditiously by the Sponsor as soon as possible after receipt of funding for each month's Construction work. Reimbursement forms will be sent to the funding agencies by the 1st Wednesday of any given

month whenever possible for the Contractor's work during the preceding month and normal turnaround time is two to four weeks.

**6.01.1** Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the Contract Documents. 90% of Work completed (with the balance being retainage). 90% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER).

**6.01.2** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the OWNER. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the OWNER.

**6.01.3.** Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the Contract Documents.

**6.02** Final Payment. Upon final completion and acceptance of the Work in accordance with the Contract Documents, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER, as provided in the Contract Documents. Payment of the final estimate under this contract, including the ten percent (10%) of partial estimates retained, as herein provided, shall not be due or payable until the Notice of the Completion and acceptance of the work V-3 under this contract shall have been given by publication and posting for the time and in the manner required by the laws of the Federal Aviation Administration, and/or the State where the work is done.

## **ARTICLE 7 – INTEREST.**

Not used.

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### **Notice of Award**

Date: \_\_\_\_\_

Project: **Rexburg-Madison County Airport Runway Shoulder Grading and Apron Rehabilitation Project**

Owner: **The City of Rexburg, Idaho and The Board of County Commissioners of Madison County, Idaho**

FAA and ITD Project Numbers: **03-16-0031-13-2014 & F148RXE; 03-16-0031-11-2013 & F148-REX 03-16-0031-14-2015 & F168-RXE**

Contract: **Rexburg-Madison County Airport Runway Shoulder Grading and Apron Rehabilitation Project**

Engineer's Project No.: **141007 & 141034**

Bidder: **HK Contractors, Inc.**

Bidder's Address: **PO Box 51450, Idaho Falls, ID 83405**

You are notified that your Bid dated May 19th, 2015 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Schedules 1, 2, and 3 of the Rexburg-Madison County Airport Runway Shoulder Grading and Apron Rehabilitation Project. The Contract Price of your Contract is Five-Hundred twenty-eight thousand Eight-Hundred Forty Five Dollars (\$528,845.00). 4 copies of the proposed Contract Documents (except Project Manual and Drawings) accompany this Notice of Award. 4 sets of the Project Manual and Drawings will be delivered separately or otherwise made available to you immediately. You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner 4 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Information for Bidders and General Provisions (Paragraph 30-05).
3. Other conditions precedent:  
Provide copies of the following:
  - A. Certificate of Insurance
  - B. Preliminary Project Schedule

*Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.*

***EJCDC C-510 Notice of Award Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute. 00510-2 (GDA 04/12)***

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AGREEMENT FOR REXBURG APRON REHABILITATION CONSTRUCTION  
ADMINISTRATIVE SERVICES PROJECT BETWEEN CITY OF REXBURG, IDAHO AND  
MADISON COUNTY, IDAHO AND GDA ENGINEERS

STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES

Owner and Engineer agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

**1.01 Scope**

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**2.01 General**

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

**ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

**3.01 Commencement**

- A. Engineer shall begin rendering services as of the Effective Date of the Agreement.  
THIS IS AN AGREEMENT effective as of, (“Effective Date”) between  
City of Rexburg and Madison County (“Owner”) and  
Graham, Dietz & Associates, DBA GDA Engineers (“Engineer”).  
Owner intends to Construction Administrative Services for the rehabilitation of the primary apron.  
 (“Project”).

**Page 2 of 14**

***EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.***

**3.02 Time for Completion**

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
  - B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
  - C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time or completion of Engineer’s services, and the rates and amounts of Engineer’s compensation shall be adjusted equitably.
  - D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
  - E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.
- 

**Notice to Proceed**

Date: \_\_\_\_\_

Project: **Rexburg-Madison County Airport Runway Shoulder Grading and Apron Rehabilitation Project**

Owner: **The City of Rexburg, Idaho and The Board of County Commissioners of Madison County, Idaho**

FAA and ITD Project Numbers:

03-16-0031-13-2014 & F148RXE

03-16-0031-11-2013 & F148-REX

03-16-0031-14-2015 & F168-RXE

Contract: **Rexburg-Madison County Airport Runway Shoulder Grading and Apron Rehabilitation Project**

Engineer's Project No.: **141007 & 141034**

Contractor: **HK Contractors, Inc.**

Contractor's Address: **PO Box 51450, Idaho Falls, Idaho 83405**

You are notified that the Contract Times under the above Contract will commence to run on July 30, 2015. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is no later than August 28, 2015, and the date of Final Completion is no later than October 12, 2015, and the number of working days is 21. Before you may start any Work at the Site, you must provide certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents. Also, before you may start any Work at the Site, you must: Submit copies of: 1.) Work Schedule, 2.) Submittal Schedule, 3.) Safety Plan Compliance Document (SPCD), 4.) Description of the Quality Control Program for review and approval, and 5.) Storm Water Pollution Prevention Plan (SWPPP).

Owner: **The City of Rexburg, Idaho** Owner: **The Board of County Commissioners of Madison County, Idaho**

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**Council Member Busby** moved to approve the GDA Engineer's Contract as presented; Council Member Smith seconded the motion; Mayor Woodland asked for a vote:

**Those voting aye**

Council President Smith

Council Member Wolfe

Council Member Busby

Council Member Mann

**Those voting nay**

None

**The motion carried**

The airport master plan was reviewed. As the airport grows it will be approaching B2 Classification.

3. **Surplus equipment** that has failed (*i.e. welder's mother board*)
  - A. Welder with bad mother board
  - B. 2013 Cat 950K Loader vin # 0R4A01421
  - C. 2013 John Deere 624K Loader vin#1DW624KZDE655198

**Public Works Director Millar** reviewed the three items for surplus. He is hoping to have positive results from the sale of the loaders which will be advertised nationally. They sell surplus items by putting them in the newspaper for local bidders. A minimum will be set. "Municipibid," a national program, is another promising avenue by which the surplus items may be sold.

Discussion on the Park Street Park merry-go-round. It was scraped due to age and condition.

**Council Member Busby** moved to surplus the used equipment as presented; Council Member Smith seconded the motion; Mayor Woodland asked for a vote:

**Those voting aye**

Council President Smith

Council Member Wolfe

Council Member Busby

Council Member Mann

**Those voting nay**

None

**The motion carried**

**City Engineer Davidson** reviewed right-of-way on the Moody Road and 2<sup>nd</sup> East. He asked for approval to negotiate the right-of-way in the Urban Renewal Area.

**Council Member Mann** moved to have City Engineer Keith Davidson negotiate for the right-of-way in the Urban Renewal Area as presented along the Moody Road and 2<sup>nd</sup> East; Council Member Smith seconded the motion; Mayor Woodland asked for a vote:

<u>Those voting aye</u>	<u>Those voting nay</u>
Council President Smith	None
Council Member Wolfe	
Council Member Busby	
Council Member Mann	

**The motion carried**

**Council President Smith** asked about the progress in the Cresthaven Subdivision. The construction will begin in June after property owners have been contacted.

**B. Finance Department:** Matt Nielson

**Finance Officer Matt Nielson** was excused; however, Mayor Woodland asked the City Council to review the Financial Reports:

**CITY OF REXBURG**  
FY 2015

**BUDGET SUMMARY REPORT**  
7 months ending  
4/30/2015

Page 1

**EXPENDITURES**

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>58%</u>	<u>FORECAST</u>
<b>OPERATING EXPENDITURES</b>				
Mayor & Council & MYAB	279,000	163,568	59%	276,400
Economic Development	208,400	121,986	59%	208,600
Arts	430,700	170,154	40%	302,000
Customer Services	308,800	186,106	60%	312,700
Information Technology	433,100	226,428	52%	415,600
Financial Management	861,500	434,145	50%	821,600
Legal Services	220,200	127,099	58%	225,700
Planning & Zoning	164,500	99,483	60%	170,900
Building Safety	1,225,500	425,379	35%	722,900
GIS	419,200	228,859	55%	381,300
Emergency Services	3,883,600	1,770,941	46%	3,419,300
Golf Courses	498,300	193,298	39%	447,800
Parks & Ball Diamonds	538,000	200,605	37%	571,000
Recreation Administration & Programs	425,900	224,721	53%	455,900
Riverside Aquatic Center	547,400	32,746	6%	440,100
Miscellaneous: MYAB, Airport, Legacy Flight Museum	135,800	57,369	42%	212,400
<b>Police Department</b>				
Administration Division & Fund 09	1,365,200	609,277	45%	1,042,900
Patrol Division & Funds 13	1,883,000	1,091,757	58%	1,862,600
Investigations Division	687,800	429,576	62%	688,800
Community Services Division & Funds 08,11,14	555,300	314,179	57%	550,500
Total Police Department	4,491,300	2,444,789	54%	4,144,800
<b>Public Works</b>				
Shop	469,600	280,011	60%	472,400
Sanitation	1,782,100	997,843	56%	1,818,800
Water	2,056,900	1,133,787	55%	2,107,800
Wastewater	4,135,000	1,892,875	46%	4,072,300
Street Operations	2,330,700	1,279,908	55%	2,806,400
Street Repair Contracts	1,544,700	327,496	21%	1,184,000
Total Public Works	12,319,000	5,911,920	48%	12,461,700
<b>TOTAL OPERATING EXPENDITURES</b>	<b>27,390,200</b>	<b>13,019,596</b>	<b>48%</b>	<b>25,990,700</b>
<b>CAPITAL EXPENDITURES</b>				
General Fund Contingency	203,700		0%	150,800
General & Street Fund Transfers	2,025,300	73,703	4%	2,400,000
Engineering	591,000	337,535	57%	571,200
Construction 06,30,31,32,39,41,42,44,46,49,51-58,82,85	19,739,500	1,709,203	9%	11,320,300
Contributed Capital	4,300,000		0%	5,050,000
Capital Reserve Funds 07,18,20,33,34,35,38	4,302,600	498,010	12%	3,340,400
LID Debt Service Funds 59-69	600,800	120,300	20%	513,400
Trust & RLF Funds 15,16,19,21,22,90,91	1,621,600	283,305	17%	1,293,600
<b>TOTAL CAPITAL EXPENDITURES</b>	<b>33,384,500</b>	<b>3,022,056</b>	<b>9%</b>	<b>24,639,700</b>
<b>TOTAL EXPENDITURES FOR ALL FUNDS</b>	<b>60,774,700</b>	<b>16,041,652</b>	<b>26%</b>	<b>50,630,400</b>

REVENUES	BUDGET	ACTUAL	58%	FORECAST
<b>OPERATING REVENUES</b>				
Fund Balances for Operations	2,177,500		0%	1,612,500
Property Tax	3,688,300	2,234,656	61%	3,688,300
Interest	163,600	93,577	57%	166,800
State Taxes & Grants	2,244,500	1,044,753	47%	2,349,400
Miscellaneous	1,083,800	582,502	54%	1,514,400
Utility Charges	7,831,400	4,485,342	57%	8,134,900
Permits & Licenses	677,400	468,576	69%	755,500
Franchise Fees	1,582,500	826,797	52%	1,583,500
Parks, Recreation, Museums, Arts, Golf	1,092,900	276,930	25%	1,021,900
County Road Tax	700,000	514,446	73%	780,000
Operating Contributions	2,398,500	898,688	37%	2,550,000
Interfund Charges for Services	3,177,400	1,756,731	55%	3,285,800
Fund Transfers for Operations	1,506,800	73,703	5%	1,492,100
Federal Grants	700,000		0%	418,900
Reimbursements	0	0	0%	0
Contingent Revenues for Operations	0	0	0%	0
<b>TOTAL OPERATING REVENUES</b>	<b>29,024,600</b>	<b>13,256,701</b>	<b>46%</b>	<b>29,354,000</b>
<b>CAPITAL REVENUES</b>				
Fund Balances for Capital	1,147,300		0%	1,736,300
Contributed Capital	4,710,000		0%	5,244,300
Construction Funds	17,474,200	1,241,215	7%	10,422,300
Capital Reserve Funds	4,352,600	1,421,756	33%	7,415,400
LID Funds	535,000	53,128	10%	448,300
Trust Funds	1,603,600	462,370	29%	1,836,400
Fund Transfers In	1,927,400		0%	2,204,500
<b>TOTAL CAPITAL REVENUES</b>	<b>31,750,100</b>	<b>3,178,469</b>	<b>10%</b>	<b>29,307,500</b>
<b>TOTAL REVENUES ALL FUNDS</b>	<b>60,774,700</b>	<b>16,435,170</b>	<b>27%</b>	<b>58,661,500</b>

<b>OPERATIONS SUMMARY</b>				
<b>TOTAL OPERATING REVENUES</b>	29,024,600	13,256,701	46%	29,354,000
<b>TOTAL OPERATING EXPENDITURES</b>	27,390,200	13,019,596	48%	25,990,700
<b>---NET OPERATIONS</b>	<b>1,634,400</b>	<b>237,105</b>	<b>-2%</b>	<b>3,363,300</b>
<b>CAPITAL SUMMARY</b>				
<b>TOTAL CAPITAL REVENUES</b>	31,750,100	3,178,469	10%	29,307,500
<b>TOTAL CAPITAL EXPENDITURES</b>	33,384,500	3,022,056	9%	24,639,700
<b>---NET CAPITAL TRANSACTIONS</b>	<b>-1,634,400</b>	<b>156,413</b>	<b>1%</b>	<b>4,667,800</b>
<b>TOTAL ALL REVENUES</b>	<b>60,774,700</b>	<b>16,435,170</b>	<b>27%</b>	<b>58,661,500</b>
<b>TOTAL ALL EXPENDITURES</b>	<b>60,774,700</b>	<b>16,041,652</b>	<b>26%</b>	<b>50,630,400</b>
<b>NET ALL REVENUES OVER EXPENDITURES</b>		<b>393,518</b>	<b>1%</b>	<b>8,031,100</b>

CASH & INVESTMENTS*	BALANCE AS OF 4/30/2015	Percentage of Portfolio
Bank of Commerce Legacy Flight Museum Checking	25,254	0.12%
Beehive Credit Union CD	249,525	1.17%
Cash On Hand	1,050	0.00%
Citizens Community Bank CDARS	5,096,739	23.90%
Citizens Community Bank Checking (RLF)	162,375	0.76%
Real Estate Investments (Streets)	347,004	1.63%
State Diversified Bond Fund	7,114,455	33.36%
State Local Government Investment Pool	2,464,217	11.55%
Wells Fargo Bank Drug Fund Checking	20,042	0.09%
Wells Fargo Bank Fire District Checking & Savings	257,040	1.21%
Zions Bank Collateralized Acct	4,215,989	19.77%
Zions Bank Direct Auction-Agencies	1,164,863	5.46%
Zions Bank General Checking	195,384	0.92%
Zions Bank Payroll Checking	14,254	0.07%
<b>TOTAL</b>	<b>21,328,191</b>	<b>100.00%</b>

**CITY OF REXBURG**  
**TREASURER'S EXPENDITURE REPORT BY FUND**  
**FISCAL YEAR TO DATE ENDING 04/30/2015 @ 58% of the Fiscal Year 2015**

#	FUND	WAGES	CAPITAL	OTHER	TOTAL	BUDGET	BUDGET	END BAL.
48	AIRPORT CONSTRUCTION		184,174	0	184,174	641,000	29%	-158,182
47	AIRPORT OPERATIONS	2,800	15,500	8,222	26,522	20,100	132%	-4,664
81	ARTS COUNCIL	15,657		54,430	70,087	86,200	81%	-37,690
36	ARTS PROMULGATION			0		132,300	0%	80,339
82	BROADBAND FIBER INITIATIVE			0		4,100	0%	283
28	BUILDING SAFETY AND P&Z	251,241	4,584	269,037	524,862	1,390,000	38%	684,900
85	COMMUNITY SAFETY LIGHTING		15,492	41,790	57,282	258,800	22%	106,270
83	EI BUSINESS COMPETITION			12,568	12,568	15,600	81%	-7,124
19	FIRE DISTRICT		1,554	246,964	248,518	1,510,000	16%	1,215,947
21	FIRE EMPLOYEES TRUST			12,587	12,587	55,700	23%	38,949
20	FIRE IMPACT FEES			0		80,100	0%	88,007
18	FIRE JOINT EQUIPMENT		1,698	0	1,698	291,500	1%	190,941
17	FIRE OPERATIONS	773,822	228,583	710,999	1,713,404	2,982,800	57%	-1,029,656
37	FIRE PARAMEDIC CARE UNIT	34,464		23,073	57,537	900,800	6%	105,398
93	FIRE PIPES & DRUMS			5,064	5,064	8,500	60%	1,236
32	FIRE STATION ADDITION		881,871	0	881,871	1,919,400	46%	219,462
01	GENERAL	2,239,239	214,823	2,230,191	4,684,253	10,327,800	45%	3,681,954
29	GEOGRAPHIC INFORMATION SYS.	110,439	6,655	111,765	228,859	419,200	55%	-6,029
51	GOLF COURSE CONSTRUCTION			414	414	6,200	7%	-627,700
50	GOLF COURSE OPERATIONS	70	27,300	165,928	193,298	498,300	39%	1,307,487
24	LEGACY FLIGHT MUSEUM			18,126	18,126	89,600	20%	45,360
53-58	LID CONSTRUCTION FUNDS		121,436	2,524	123,960	1,700,000	7%	-225,056
59-79	LID DEBT SERVICE FUNDS			120,300	120,300	600,800	20%	-195,286
45	MAYOR'S YOUTH COMMITTEE			1,941	1,941	4,500	43%	1,200
38	PARKS IMPACT FEES		124,667	0	124,667	969,100	13%	841,066
41	PARKS RIVERSIDE CONSTRUCTION		111,371	0	111,371	410,000	27%	-32,391
14	POLICE ANIMAL CONTROL	31,907	3,440	31,701	67,048	119,400	56%	-52,508
08	POLICE D.A.R.E.			615	615	15,900	4%	6,510
09	POLICE DRUG INTERD./EDUC.			796	796	11,000	7%	2,305
07	POLICE IMPACT FEES			0		-41,800	0%	101,863
91	POLICE SHOP WITH A COP			12,037	12,037	22,700	53%	19,142
13	POLICE SMALL GRANTS	14,027		8,726	22,753	50,800	45%	-2,548
03	RECREATION PROGRAMS	12,450		46,491	58,941	180,600	33%	-8,106
22	REVOLVING LOAN		5,097	0	5,097	18,000	28%	1,283,152
23	REXBURG RAPIDS	2,128		30,618	32,746	547,400	6%	149,367
40	ROMANCE THEATER	13,913	20,939	22,602	57,454	70,800	81%	-55,068
25	SANITATION OPERATIONS	110,914	84,000	801,705	996,619	1,782,100	56%	1,576,586
46	SEWER & WATER LINE EXTENSION			0		1,000,000	0%	
35	SEWER CAPITAL RESERVE			71,644	71,644	2,396,400	3%	3,373,324
27	SEWER OPERATIONS	218,424	579,600		1,894,099	5,635,000	34%	17,037,469
52	SEWER PLANT CONSTRUCTION		201,608	0	201,608	3,000,000	7%	654,250
31	SHOP CONSTRUCTION		7,064		7,064	1,000,000	1%	-7,064
33	STREET IMPACT FEES			0		200,000	0%	485,891
44	STREET NEW CONSTRUCTION		122,691	0	122,691	2,200,000	6%	222,909
02	STREET OPERATIONS	286,031	371,973	621,904	1,279,908	2,687,000	48%	313,041
43	STREET REPAIR CONTRACTS		293,131	24,129	317,260	1,544,700	21%	439,796
04	TABERNACLE (Aud. & Museum)	10,107	532	30,113	40,752	133,600	31%	-35,978
05	TABERNACLE ORCHESTRA			1,860	1,860	7,800	24%	-7,112
39	TRAILS OF MADISON COUNTY			92	92	100,000	0%	-92
90	VETERANS MEMORIAL TRUST			0		6,700	0%	5,279
34	WATER CAPITAL RESERVE			0		407,300	0%	1,386,066
26	WATER OPERATIONS	163,812	277,200		1,133,787	2,856,900	40%	13,947,961
42	WATER TANK AND WELL		3,170	0	3,170	9,500,000	0%	-3,170
<b>TOTAL</b>		<b>4,291,445</b>	<b>3,910,153</b>	<b>5,740,956</b>	<b>15,731,404</b>	<b>60,774,700</b>	<b>26%</b>	<b>47,118,286</b>

Citizens are invited to inspect the detailed supporting records of the above financial statement.

**C. Community Development – Val Christensen**

**1. May's Building Permit Report:**

Community Development Director Christensen reviewed the monthly report for building permits.

Issued Permits Monthly Valuation Report									
Month: May Year: 2015									
Permit Type	Project	Address	Issued Date	Applicant	Total Valuation	Building Fees	Impact / Other Fees	Total Fees	
Multi-Family Residential	Carlson Senior Apartments	339 East 7th North	11-May-15	Rexburg Pacific Associates	\$5,057,721.98	\$33,410.30	\$123,679.00	\$157,089.30	
Commercial Addition	Verizon Tower - 4th South	344 W 4th S	14-May-15	Verizon Wireless	\$100,000.00	\$600.00		\$600.00	
Commercial Tenant Finish	Rehab Services of Idaho - Tenant Finish	38 Professional Plaza	19-May-15	Headwaters Construction	\$53,000.00	\$1,806.00		\$1,806.00	
Commercial New Rigby	Beehive Federal Credit Union - Rigby	250 S State Street, Rigby	11-May-15	NEW Architects, P.A.	\$306,924.80	\$0.00	\$0.00	\$0.00	
Commercial Remodel	LDS Philanthropies/DI - Kitchen Remodel	611 N 2nd E	13-May-15	JRW & Associates	\$10,000.00	\$82.00	\$0.00	\$82.00	
Commercial Addition	Clair & Dee's Tire	117 N 2nd S E	11-May-15	JW Masonry, LLC	\$16,666.63	\$303.00	\$0.00	\$303.00	
Single Family Residential Addition	Stegelmeyer Lane - Shed Construction	Stegelmeyer Lane	29-May-15	Ray McDougall		\$130.00		\$130.00	
Building - Single Family Residence	895 S 2400 W - SFR	895 S 2400 W	18-May-15	Kartchner Homes, Inc	\$185,934.42	\$1,708.00	\$2,987.00	\$4,695.00	
Building - Single Family Residence	897 S 2400 W - SFR	897 S 2400 W	18-May-15	Kartchner Homes, Inc	\$185,934.42	\$1,708.00	\$2,987.00	\$4,695.00	
Building - Single Family Residence	889 S 2400 W - SFR	889 S 2400 W	18-May-15	Kartchner Homes, Inc	\$185,934.42	\$1,708.00	\$2,987.00	\$4,695.00	
Building - Single Family Residence	881 S 2400 W - SFR	881 S 2400 W	18-May-15	Kartchner Homes, Inc	\$185,934.42	\$1,708.00	\$2,987.00	\$4,695.00	
Building - Single Family Residence	873 S 2400 W - SFR	873 S 2400 W	18-May-15	Kartchner Homes, Inc	\$185,934.42	\$1,708.00	\$2,987.00	\$4,695.00	
Building - Single Family Residence	865 S 2400 W - SFR	865 S 2400 W	18-May-15	Kartchner Homes, Inc	\$185,934.42	\$1,708.00	\$2,987.00	\$4,695.00	
Mechanical Residential Only	431 E 2nd S-gas line pressure test	431 E 2nd S	5-May-15	Josh Clark		\$65.00	\$0.00	\$65.00	
Madison County Mechanical Residential	1241 Desert Rock Dr-Addition	1241 Desert Rock Dr	5-May-15	ADVANCED PLUMBING		\$195.00		\$195.00	
Electrical Only Commercial	221 S 1st E-Branch Circuits	221 S 1st E	5-May-15	Bron W Laisman		\$85.00		\$85.00	
Building - Single Family Residence	859 S 2380 W - SFR	859 S 2380 W, Rexburg Idaho	12-May-15	Kartchner Homes, Inc	\$258,351.44	\$2,720.00	\$6,102.00	\$8,822.00	
Madison County Mechanical Residential	71 W Moran View Rd #120-gas line	71 W Moran View Rd #120	6-May-15	Caleb Miller		\$130.00	\$0.00	\$130.00	
Electrical Only Residential	119 N 1st E - Hepworth Electrical Only	119 N 1st E	7-May-15	LON RICKS ELECTRIC		\$105.00	\$0.00	\$105.00	
Electrical Only Commercial	Idaho Martial Arts Academy - Electrical Only	17 W Main St	7-May-15	A & S Electric	\$1,350.00	\$57.20	\$0.00	\$57.20	
Plumbing Commercial Only	Shaved Ice Shop North of Wendy's	585 N 2nd E	7-May-15	Kauer Construction		\$65.00	\$0.00	\$65.00	
Electrical Only Commercial	296 Airport Rd - Lighting Retro	296 Airport Rd	8-May-15	NULITE ELECTRIC	\$3,036.89	\$121.00	\$0.00	\$1,121.00	
SFR Basement Finish	270 Baldwin Dr - Basement Finish	270 Baldwin Dr	11-May-15	Kartchner Homes, Inc	\$17,180.00	\$801.00	\$0.00	\$901.00	
Electrical Only Commercial	Madison County Rd & Bridge - Power line	529 Airport Road	13-May-15	LEISHMAN ELECTRIC		\$78.00	\$0.00	\$78.00	
Plumbing Residential Only	125 E 1st N - replacing sewer pipe	125 E 1st N	14-May-15	Parker Septic Tank Service	\$866.88	\$38.00	\$0.00	\$38.00	
Plumbing Residential Only	126 W Poleline Rd - Sewer Line Replacement	126 W Poleline Rd	15-May-15	Kristina & Masin Otnel		\$65.00	\$0.00	\$65.00	
Plumbing Residential Only	136 Syringa - Plumbing	136 Syringa	19-May-15	All About Home Repair		\$130.00	\$0.00	\$130.00	
Fire Operational Permit	The Towers Phase 2 - Blasting	333 W 8th S	19-May-15	Eagle Rock Blasting		\$50.00	\$50.00	\$50.00	
Plumbing Residential Only	72 N Willow Rd - Water line	72 N Willow Rd	22-May-15	Diamond K Plumbing & Heating		\$65.00	\$0.00	\$65.00	
Plumbing Residential Only	124 Tamarack - Water Heater	124 Tamarack	28-May-15	Advanced Home Services		\$65.00	\$0.00	\$65.00	
Mechanical Residential Only	345 W 1st S, #50 Gas Line pressure	345 W 1st S, #50	28-May-15	Alvaro Gonzalez		\$65.00	\$0.00	\$65.00	
Madison County Mechanical Residential	2386 Little Town Dr.-new construction mech.	2386 Little Town Dr.	28-May-15	Andy Johnson		\$325.00	\$0.00	\$325.00	
Plumbing Commercial Only	Grantair Apartments Water Line	168 E 2nd S	28-May-15	Chad Ball Construction Inc.		\$65.00	\$0.00	\$65.00	
SFR Basement Finish	142 N 3rd W - Basement Finish	142 N 3rd W	29-May-15	Chad Knight		\$225.00	\$0.00	\$225.00	
					\$6,940,715.14	\$52,134.50	\$147,753.00	\$199,887.50	

Community Development Director Val Christensen said Alpine Dermatology is planning a large building in the Valleywide Subdivision.

Discussion on Senior Apartments being built on 7<sup>th</sup> North. There are 48 units with assisted living as an option.

**Calendared Bills and Tabled Items:**

- A. LAND USE ACTION – BILLS RECOMMENDED/APPROVED IN A LAND USE PUBLIC HEARING PROCEDURE: – NONE**
- B. BILL Introduction: – NONE**
- C. First Reading:** Those items which are being introduced for first reading:
  - 1. **BILL 1133** Annexation of 275 Stationary Place (Development Workshop)

This item was considered under “**Items for Consideration**” There was a suspension of the rules for BILL 1133.

*Council Member Wolfe moved to approve and third read BILL 1133 for the annexation of property at 275 Stationery Place; Council Member Smith seconded the motion; Mayor Woodland asked for a vote:*

<b><u>Those voting aye</u></b>	<b><u>Those voting nay</u></b>
<i>Council President Smith</i>	<i>None</i>
<i>Council Member Wolfe</i>	
<i>Council Member Busby</i>	
<i>Council Member Mann</i>	

***The motion carried***

- D. Second Reading:** Those items which have been first read: – NONE

- E. Third Reading:** Those items which have been second read:
  - 1. **BILL 1132** Amend the Development Code Ordinance 1115 by file (#15 00188) making amendments to the document concerning substantive and non-substantive items.

Discussion:

**Council Member Busby** moved to consider Ordinance 1132 approved and third read; Council Member Wolfe seconded the motion; Mayor Woodland asked for a vote:

<b><u>Those voting aye</u></b>	<b><u>Those voting nay</u></b>
Council President Smith	None
Council Member Wolfe	
Council Member Busby	
Council Member Mann	

**The motion carried**

**Mayor’s Business:**

**Consent Calendar:** The consent calendar includes items which require formal City Council Action; however they are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar for discussion in greater detail. Explanatory information is included in the City Council’s agenda packet regarding these items.

- A. Minutes from May 20, 2015 meeting
- B. Approve the City of Rexburg Bills

**Council Member Mann** moved to approve the Consent Calendar and pay the bills; Council Member Busby seconded the motion; Mayor Woodland asked for a vote:

<b><u>Those voting aye</u></b>	<b><u>Those voting nay</u></b>
Council Member Smith	None

Council Member Wolfe  
Council Member Mann  
Council Member Busby

**The motion carried**

**Adjourned at 8:05 P.M.**

APPROVED:

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Richard S. Woodland, Mayor

Attest:

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Blair D. Kay, City Clerk