CITY OF IDAHO FALLS, IDAHO
COUNCIL MEETING AGENDA
REGULAR MEETING

Thursday, June 26, 2014 **7:30 p.m.**

COUNCIL CHAMBERS
680 PARK AVENUE

The Mayor, City Council, and Staff welcome you to tonight's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided following the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding if and when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so as provided in Item Number 3. Please note that City of Idaho Falls Council Meetings are live streamed at www.idahofallsidaho.gov and archived. Thank you for your interest in City Government.

1. **Call to Order and Roll Call.**

2. **Pledge of Allegiance.**

3. **Public Comment and Mayor's Response Time (Limit 15 Minutes)**: *For members of the Public to speak to the Council regarding matters NOT on the Agenda, not currently pending before the Planning Commission or Board of Adjustment; not the subject of a pending enforcement action; and not relative to a City personnel matter. Please state your name and address for the record and please limit remarks to three (3) minutes. Mayor and/or staff will respond to comments from previous meeting.*

4. **CONSENT AGENDA:** Any item will be removed from the Consent Agenda at the request of any member of the Council and that item will be considered separately later. Approval by roll call vote:

a. Items from the Mayor:

1. Re-Appointment of Claire Pace to serve on the Idaho Falls Public Library Board of Trustees (Term to Expire April, 2018); and, Re-Appointment of Mary Lund to serve on the Idaho Falls Public Library Board of Trustees (Term to Expire April, 2019).

b. Items from the City Clerk:

1. Approval of Minutes from the June 9, 2014 Council Work Session, the June 10, 2014 Special Council Meeting, and the June 12, 2014 Regular Council Meeting.

2. Approval of License Applications, all carrying the required approvals.

c. Items from the Idaho Falls Power Director:

1. Request for authorization to prequalify potential bidders for work associated with the Generator Rehabilitation at the Old Lower Plant. The scope involves engineering, materials, and activities necessary to rewind and refurbish the two generators from the Old Lower Plant site. This project is a subset of the Old Lower Plant Upgrade and Rewind Project in the Capital Improvement Plan and in the Fiscal Year 2014 Budget.

2. Ratify 2014 Underground Reconductor Project Change Order No. 1: Change Order No. 1 is for the 2014 Underground Reconductor Project. City Council awarded the 2014 Underground Reconductor Project on March 20, 2014 to K/M Service Company in the amount of $142,750.83. This Change Order increases the total project cost by $4,200.00 to replace failed cable not originally included in the project. The additional work will take place in the Coachman Subdivision. The budget for this project is adequate to cover the additional cost. Idaho Falls Power Division respectfully requests City Council ratify this Change Order.

d. Items from the Public Works Director:

1. Request for authorization to advertise to receive bids for the Airport Improvements on Grandview Drive – 2014 Project.

ACTION: To approve all items on the Consent Agenda according to the recommendations presented.

5. **REGULAR AGENDA**:

A. **Planning and Building Division**:

1. **Final Plat and Reasoned Statement of Relevant Criteria and Standards – St. Clair Estates Addition, Division No. 13, 4th Amended**: This is the Final Plat and Reasoned Statement of Relevant Criteria and Standards for St. Clair Estates Addition, Division No. 13, 4th Amended. The Planning Commission considered this application at its June 3, 2014 Meeting and recommended approval with the condition that cross-access agreements between the lots be submitted to staff prior to issuance of any building permits. Staff concurs with this recommendation.

ACTION: The following recommendations in sequential order (or take other action deemed appropriate):

a. To approve the Final Plat for St. Clair Estates Addition, Division No. 13, 4th Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

b. To approve the Reasoned Statement of Relevant Criteria and Standards for St. Clair Estates Addition, Division No. 13, 4th Amended and give authorization for the Mayor to execute the necessary documents.

2. **Amendment to Title 4, Chapter 7 of the Idaho Falls City Code Regulating Contractor License Renewals**: This is an Ordinance amending Title 4, Chapter 7 of the Idaho Falls City Code. The Ordinance revises the renewal requirement for expired contractor licenses. Currently, if a license expires, the applicant must re-take the licensing exam which is based on current Building Code requirements. The proposed change will allow relicensing without taking the exam if the applicant can show all continuing education requirements have been completed and the City has not adopted a new edition of the Building Code.

ACTION: To approve the Ordinance under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

B. **City Attorney Division**:

1. **Ordinance Re-Arranging Idaho Falls City Code Title 4**: The Idaho Falls City Code currently requires City licensing of gas fitters (IFCC Title 4, Chapter 9) and heating and cooling installers (IFCC Title 4, Chapter 10) even though the State preempted such City licensing. The City also requires photographers running a photography business to be licensed (IFCC Title 4, Chapter 18). The attached ordinance rescinds Chapter 9, 10, and 18 of Title 4 because such, in the opinion of staff, are no longer allowed (in the case of gas fitters and heating and cooling installers), or no longer effective or needed (in the case of photography businesses). Additionally, because these proposed rescissions, and previous rescissions in Title 4, have left gaps in the Chapters contained therein, the draft rearranges Title 4 to close those gaps by renumbering several Chapters. The City Attorney recommends consideration and adoption of the draft ordinance.

ACTION: To approve the Ordinance under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

2. **Ordinance Amending Impoundment of Dogs**: In December, the former Mayor and Council considered a draft Ordinance that changed a number of provisions in the City's Dog Control Ordinance (IFCC Title 5, Chapter 6). After receiving citizen input, the draft was taken off of the agenda schedule to be reconsidered by Councilmembers and staff. Those considerations included kennel licensing, a possible change to limitations to the number of dogs and cats, and a possible appeal procedure relative to Animal Control. Because the City Attorney's Office is motivated to promote a change to the City's Dog Control Ordinance that brings it into compliance with current state and federal regulation for service animals, and because it appears that there is little or no opposition to the minor changes proposed in December, the proposal has been re-drafted. The City Attorney recommends adoption of the re-drafted version of the Ordinance at this time. Further recommended changes will be brought forth as soon as practicable.

ACTION: To approve the Ordinance under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

C. **Idaho Falls Power Division**:

1. **Tabulation and Award of Bid for Old Lower Plant Runner Project**: Attached for your consideration is the bid tabulation for the Old Lower Plant Runner Project. City Council accepted the bidder prequalification list on May 8, 2014, which resulted in two bidders being prequalified. Only one of the prequalified bidders responded to the bid. That bid has been reviewed by our Engineer, Mooney Consulting. It falls within the Engineer's Estimate and meets the bid requirements for the project. The project

involves fabrication of new runners and appurtenances at the Old Lower Plant as part of the refurbishment of that facility. Idaho Falls Power recommends that the City Council award the bid to CHEC in the amount of $786,000.00.

ACTION: To accept the bid provided by CHEC in the amount of $786,000.00 for the Old Lower Plant Runner Project and give authorization for the Mayor and City Clerk to execute the necessary contract documents (or take other action deemed appropriate).

2. **Bonneville Power Administration (BPA) Power Sales Agreement, Exhibit G, Revision 1**: This is Revision No. 1 of Exhibit G to the Idaho Falls Power's Power Sales Agreement with the Bonneville Power Administration. BPA revised Section 3.2 of Exhibit G to allow less than one-year notice, on a case-by-case basis, for customers acquiring or purchasing a non-federal resource to serve load. The revision affords Idaho Falls Power additional flexibility in timing for integrating potential new resources to load. This has been reviewed by the City Attorney. Idaho Falls Power respectfully requests City Council approve Exhibit G, Revision No. 1 of BPA Contract Number 09PB-13056 and authorize the Mayor to execute the document.

ACTION: To approve Revision No. 1 to Exhibit G of the Bonneville Power Administration Power Sales Agreement Contract Number 09PB-13056 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

3. **Bonneville Power Administration (BPA) Enabling Agreement**: This is an Agreement to enable Idaho Falls Power to transact non-requirements federal power with the Bonneville Power Administration (BPA). This agreement will allow Idaho Falls Power to buy and sell wholesale electricity with BPA's surplus power trading group. These revisions have been reviewed by the City Attorney. Idaho Falls Power respectfully requests City Council approve the Enabling Agreement with BPA, Contract Number 14PM-12262 and authorize the Mayor to execute the documents.

ACTION: To approve the Bonneville Power Administration Enabling Agreement Contract Number 14PM-12262 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

4. **Bonneville Power Administration (BPA) Power Sales Agreement, Exhibit M and N, Revisions No. 2**: These are two exhibit revisions to Idaho Falls Power's Power Sales Agreement with the Bonneville Power Administration. Exhibit M, Revision No. 2 updates Section 3.3.8 of the exhibit to align the contract with how the slice customers are actually using the slice computer application. Section 3.5.4.2 was revised to move performance tests to a calendar year as opposed to BPA fiscal year, to also align with current practices. Exhibit N, Revision No. 2 updates Section 6 to reflect how slice customers are implementing the slice computer application. Section 9 was updated to allow customers to receive the slice output forecast one month earlier than was previously in the agreement. These revisions have been reviewed by the City Attorney. Idaho Falls Power respectfully requests City Council approve Exhibit M and N, Revisions No. 2 of BPA Contract Number 09PB-13056 and authorize the Mayor to execute the documents.

ACTION: To approve Exhibit M and N, Revisions No. 2 to the Bonneville Power Administration Power Sales Agreement Contract No. 09PB-13056 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

D. **Public Works Division**:

1. **Tabulation and Award of Bid for Lee Avenue Storm Drain Construction from 2nd Street to 8th Street Project**: On June 17, 2014, bids were received and opened for Lee Avenue Storm Drain Construction from 2nd Street to 8th Street Project. Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, TMC Contractors, Inc., in an amount of $136,304.80 and, authorization for the Mayor and City Clerk to sign contract documents.

ACTION: To approve the plans and specifications for the Lee Avenue Storm Drain Construction from 2nd Street to 8th Street Project; to accept the lowest responsive, responsible bid provided by TMC Contractors, Inc. in the amount of $136,304.80; and, give authorization for the Mayor and City Clerk to execute the necessary contract documents (or take other action deemed appropriate).

2. **Professional Services Agreement with JUB Engineers Incorporated for South 25th East (Hitt Road) Improvements, East 49th South (Township Road) to Sunnyside Road**: On June 10, 2014, the City Council approved the selection of JUB Engineers Incorporated to provide design services for roadway improvements on South 25th East (Hitt Road) between Sunnyside Road and East 49th South (Township Road) and authorized negotiating terms of an agreement and associated fee. The Public Works Division has negotiated the attached agreement and fee in an amount not to exceed $250,000.00. Public Works recommends approval of this agreement; and, authorization for Mayor and City Clerk to sign the necessary documents.

ACTION: To approve the Professional Services Agreement with JUB Engineers Incorporated for South 25th East (Hitt Road) Improvements, East 49th South (Township Road) to Sunnyside Road in the negotiated not-to-exceed fee amount of $250,000.00 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Motion to Adjourn.

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 Rosemarie Anderson at Telephone Number 612-8414 or the ADA Coordinator Lisa Farris at Telephone Number 612-8323 as soon as possible and they will make every effort to adequately meet your needs.

CONSENT AGENDA:

IDAHO FALLS
PUBLIC
LIBRARY

457 West Broadway
Idaho Falls, Idaho 83402

(208) 612-8450
(208) 612-8467 fax

Website:
www.ifpl.org

Library Board

Hal Peterson, Chair
Claire Pace
Mary Lund
Rodd Rapp
Kristin Hague
Sharon Parry,
City Council Liaison

Library Director

Robert Wright

June 4, 2014

RECEIVED
JUN 11 2014
MAYOR'S OFFICE

Mayor Rebecca Casper
308 Constitution Way
Idaho Falls, Idaho 83402

Dear Mayor Casper:

As you are aware, the term of Library Trustee Claire Pace expired at the end of April 2013. The Idaho Falls Public Library Board of Trustees would like to request that Claire Pace be reappointed to serve another five year term as a trustee of the Idaho Falls Public Library.

Claire Pace is a long time member of the Idaho Falls community, and an active library user. She has experience in the public school system as well as the library and has worked to continually improve library service. As a board we request that Claire Pace be reappointed to serve a term ending in April 2018.

If you have any questions or concerns or need more information, please contact me at 528-3031.

Sincerely,

Hal Peterson, Chair
Idaho Falls Public Library Board of Trustees

CLAIRE PACE

2014 Azalea Drive Idaho Falls, Idaho 83404 (208) 523-0806

EDUCATION

August 1987 Bachelor of Science degree in Economics; Mathematics minor
Brigham Young University, Provo, Utah
Magna Cum Laude

COMMUNITY EXPERIENCE

Schools: Music paraprofessional at Edgemont: August 2005-present
5 hours per week.
Classroom volunteer at Edgemont: 1995-2005
Writing workshops and reading help: 1 year
Weekly music in several classrooms, thirty minutes each class: 8 years
FAME docent: 5 years (This is a series of art appreciation presentations.)

Completed District 91 Models of Teaching: June 2005
(A course in best teaching practices)

Edgemont Strategic Planning Committee: 1996-2002
District 91 Strategic Planning Committee: 1996-2000
District 91 Long-term Planning Committee: 1998-1999

Music: Study of advanced classical piano with Mark Neiwirth: 1990-2005

Piano solo concerts in Idaho Falls: 1992, 1995, 2000, 2003

2003 Gina Bachauer International Amateur Piano Competition,
Salt Lake City, Utah

Annual "Cookie Concerts" for several Edgemont classes. One class at time walks to my house where I discuss and perform several pieces.
5 years (non-sequential)

Active participant in Idaho Falls Music Club: 1995-2006
Group festival chairman: 4 years
City-wide festival chairman-elect: 1 year; chairman: 1 year
Scholarship committee: 2 years

Frequent judge for Piano Festival in eastern Idaho chapters of
National Music Club: 12 years

Church: Leadership, music, and teaching positions: 20 years

IDAHO FALLS
PUBLIC
LIBRARY

457 West Broadway
Idaho Falls, Idaho 83402

(208) 612-8450
(208) 612-8467 fax

Website:
www.ifpl.org

Library Board

Hal Peterson, Chair
Claire Pace
Mary Lund
Rodd Rapp
Kristin Hague
Sharon Parry,
City Council Liaison

Library Director

Robert Wright

June 4, 2014

RECEIVED
JUN 06 2014
MAYOR'S OFFICE

Mayor Rebecca Casper
308 Constitution Way
Idaho Falls, Idaho 83402

Dear Mayor Casper:

As you are aware, the term of Library Trustee Mary Lund expired at the end of April 2014. The Idaho Falls Public Library Board of Trustees would like to request that Mary Lund be reappointed to serve another five year term as a trustee of the Idaho Falls Public Library.

Mary is a long time member of the Idaho Falls community, and an active library user. She has experience in the private school community as well as the library and has worked to continually improve library service.

If you have any questions or concerns or need more information, please contact me at 528-3031.

Sincerely,

Hal Peterson, Chair
Idaho Falls Public Library Board of Trustees

Mary Lund

295 6th Street Idaho Falls, ID 83401
mblund@cableone.net ~ (208) 520-6184

Accomplished instructor and business administrator with extensive leadership experience and expertise in technology instruction

Pertinent Skills and Accomplishments

- Vast and diverse experience, including 13 years in highly visible and demanding leadership roles at Holy Rosary Catholic School with four different administrations
- Critical thinker – able to develop compelling arguments
- Recognized as effective spokesperson for the school
- Energetic and able to effectively handle the demands of multiple projects
- Committed to ideals of excellence in all aspects of life

Work Experience

2001 to present — Business Administrator/Technology Instructor - Holy Rosary Catholic School

- Payroll/Human Resources/Purchasing/Accounts Payable
- Technology Instructor for kindergarten – sixth grade, collaborate with all classroom teachers to deliver Common Core and Technology Standards
- Standardized Test Coordinator/Proctor
- Music Instructor/Children's Choir Director
- Assist the Principal in any projects deemed necessary

1997 to 2001 — Wellness Education Center Office Manager - Eastern Idaho Regional Medical Center

1993 to 1994 — Health Promotions Office Coordinator - Eastern Idaho Regional Medical Center

Education

University of Idaho, Moscow, Idaho
Graduated 1986 - Bachelor of Science in Business Management (Human Resource Emphasis)

Westby High School, Westby, Wisconsin
Graduated 1982 - Diploma

Volunteerism

Idaho Falls Public Library – Trustee – 2009 to present
Soccer Team Manager and Coach
Xtreme Soccer Club – Board Member –Registrar
Bonneville Youth Soccer League – Board Member – Registrar
Idaho Falls High School Football Team Booster Club
Saint John Paul II Church Choir
Religious Education Instructor
School Improvement Committee – Public School District 91 – Clair E Gale Junior High
Holy Rosary School Auction Fundraiser - Committee Member - 18 years; Chairperson– 2 years

Idaho Falls Power

A Division of the City of Idaho Falls *"A community with its own kind of energy"*

Reliable Public Power Provider

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: June 20, 2014

Re: Consent Agenda – Old Lower Plant Generator Rehabilitation Bidder Prequalification

---

Idaho Falls Power respectfully requests authorization to prequalify potential bidders for work associated with the generator rehabilitation at the Old Lower Plant. The scope involves engineering, materials and activities necessary to rewind and refurbish the two generators from the Old Lower Plant site.

This project is a subset of the Old Lower Plant Upgrade and Rewind Project in the Capital Improvement Plan and in the FY14 budget.

JRF/594

C: City Clerk
City Attorney
Municipal Services
File

PO Box 50220
140 S Capital
Idaho Falls ID 83405

Phone: 208-612-8430
Fax: 208-612-8435
www.ifpower.org

Idaho Falls Power

A Division of the City of Idaho Falls *"A community with its own kind of energy"*

Reliable Public Power Provider

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: June 24, 2014

Re: **Consent Agenda** – Ratify 2014 Underground Reconductor Project Change Order No. 1

Attached is change order number one for the 2014 underground reconductor project. City Council awarded the 2014 Underground Reconductor Project on March 20 to K/M Service Company for $142,750.83. This change order increases the total project cost by $4,200 to replace failed cable not originally included in the project. The additional work will take place in the Coachman Subdivision. The budget for this project is adequate to cover the additional cost.

Idaho Falls Power respectfully requests City Council ratify this change order.

JRF/597

Attachments

C: City Clerk
Municipal Services
File

CHANGE ORDER

PROJECT: Coachman Reconductor
ELEC-2014-5

CHANGE ORDER NUMBER: One (1)

DATE: June 16, 2014

CONTRACTOR:
K/M Service Company
1418 West Colorado
Idaho Falls, ID 83402

THE CONTRACT IS CHANGED AS FOLLOWS:
This length of primary underground cable has (4) documented splices and has previously been cable injected. The cable has faulted again and is an integral part of the power loop system in the Coachman neighborhood.

	$4,200
Total Change Order	**$4,200**

NOT VALID UNTIL SIGNED BY OWNER AND CONTRACTOR.

The original Contract Sum was	$142,750.83
Net change by previously authorized Change Order	-
The Contract Sum prior to this Change Order was	$142,750.83
The Contract Sum will be increased by this change order by this amount	$4,200
The new Contract Sum including this Change Order will be	**$146,950.83**

The Contract Time will be not be increased.

CONTRACTOR
K/M Service Company

By: Dan Hansen

Date: 6-16-14

OWNER
City of Idaho Falls

By: Rebecca Casper

Date: 6-16-14

City of Idaho Falls
PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: June 24, 2014

Subject: **BID AUTHORIZATION – AIRPORT IMPROVEMENTS ON GRANDVIEW DRIVE - 2014**

Public Works requests authorization to advertise to receive bids for the Airport Improvements on Grandview Drive - 2014 project.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

c: Mayor
Council
Fugal

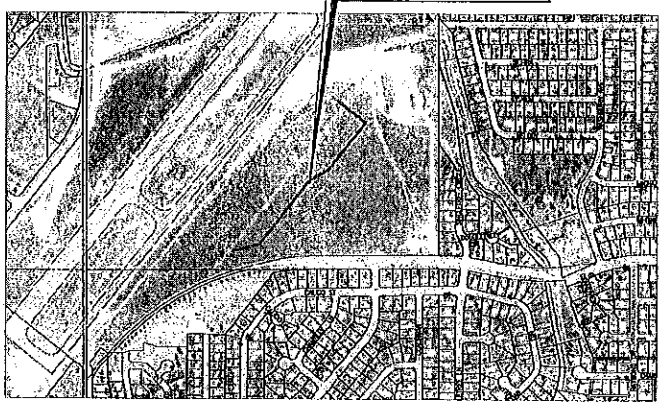
2-37-14-2-AIR-2014-23

380 Constitution Way, Idaho Falls, ID 83402 • Phone (208) 612-8250 • Fax (208) 612-8570 or 612-8520

AIRPORT IMPROVEMENTS ON GRANDVIEW DR – 2014

PROJECT # 2-37-14-2-AIR-2014-23

PROJECT LOCATION



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
MICHAEL A. LEHTO
ED MAROHN
SHARON D. PARRY
DEE DAVID WHITTIER

CITY ENGINEERING DEPARTMENT

CITY PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

CITY ENGINEER
KENT J. FUGAL, P.E., PTOE

2014

REVIEWED BY: SEWER DEPARTMENT

DATE:

REVIEWED BY: WATER DEPARTMENT

DATE:

REVIEWED BY: IDAHO FALLS REGIONAL AIRPORT

DATE:

PROFESSIONAL ENGINEER REGISTERED 9247 STATE OF IDAHO KENT J. FUGAL

CONSTRUCTION PRELIMINARY

AS BUILT:

SCALE: SHOWN IS FOR SHEET 11 x 17 ONLY

CITY OF IDAHO FALLS

ENGINEERING DEPARTMENT

AIRPORT IMPROVEMENTS ON GRANDVIEW DR – 2014 TITLE PAGE

DR BY: Y.G.	CK. BY: G.C.	DW BY: G.C.	
FILE NO. 2-37-14-2-AIR-2014-23	DATE PLOTTED 6-25-14	SHEET NO. 1 OF XX	
DWG NO. Titlepge			

REGULAR AGENDA:

CITY OF IDAHO FALLS

PLANNING AND BUILDING DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220
www.idahofallsidaho.gov

Planning Department • (208) 612-8276 FAX (208) 612-8520 Building Department • (208) 612-8270

BGC-068-14

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Director
SUBJECT: Final Plat and Reasoned Statement of Relevant Criteria and Standards, St. Clair Estates Division No. 13, 4th Amended
DATE: June 23, 2014

Attached is the Final Plat and Reasoned Statement of Relevant Criteria and Standards for St. Clair Estates Division No. 13, 4th Amended. The Planning Commission considered this application at its June 3, 2014 meeting and recommended approval with the condition that cross-access agreements between the lots be submitted to staff prior to issuance of any building permits. Staff concurs with this recommendation. This items is now being submitted to the Mayor and City Council for consideration.

cc: Rose Anderson, City Clerk
file

Attachments: Vicinity Map
Aerial Photo
Final Plat
Staff report, June 3, 2014
Reasoned Statement of Relevant Criteria and Standards

Final Plat

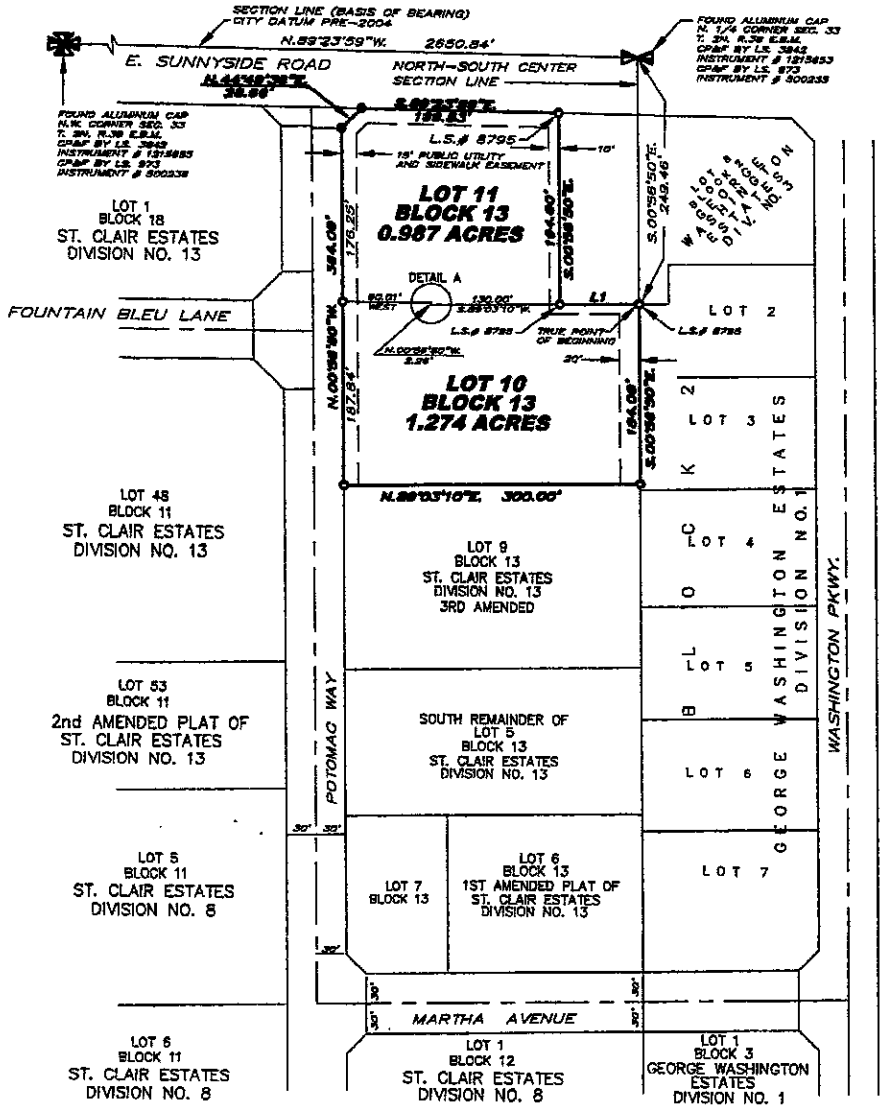
St. Clair Estates Division 13, 4th Amended

CHARLA DR
MERLIN DR
NINA DR
DESOTO ST
CHANNING WY
SUNNYSIDE RD
FOUNTAIN BLEU LN
FOUNTAIN BLEU LN
MERLIN CT
STRAWBERRY PL
DELAWARE AV
POTOMAC WY
MARTHA AV
WASHINGTON PKWY
CRESTWOOD LN
1" = 300'

ST. CLAIR ESTATES, DIVISION NO. 13, 4th AMENDED

AN ADDITION TO THE CITY OF IDAHO FALLS,

BEING A REPLAT OF PART OF LOT 5, BLOCK 13, ST. CLAIR ESTATES, DIVISION NO. 13
PART OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 33,
TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN,
BONNEVILLE COUNTY, IDAHO



Final Plat: St. Clair Estates, Division No. 13, 4th Amended. Beutler presented the staff report, a part of the record. There would be shared access for 2 lots with cross access agreements to each other, with lots within the subdivision, as well the lot to the south. Access will line up with Fountain Blue Lane. Photos of the area to-date were presented, plat has been reviewed by City staff and meets all minimum requirements of the City.

Dixon asked about the area around the perimeter. When looking at the 4th Amendment for Division No. 13, there is no Lot 8. However, there is a lot titled "south remainder of Lot 5." Beutler indicated that was correct. Dixon asked if that was because that lot has to go through here to be re-labeled Lot 8? Beutler said that was correct, it was the last remaining portion of the property that has not been re-platted. Dixon's next question was concerning the little portion of the back parking lot that is actually on Washington Parkway that backs up against Lot 11. Looking at the zoning map, it's the only part that does not have a PUD overlay and the section on Sunnyside Road looks like it's been broken into a half a road and a half a road. Is all that properly annexed at this point? And, without having the PUD overlay on that, does that change anything for either that parking lot or for anything that abuts against that parking lot?

Beutler didn't think that it did as it's been developed and is existing. He didn't think that a missing PUD overlay affected the use of the parking lot. Staff has looked into removing the PUD in this area because it doesn't appear to be as beneficial as first thought. Beutler offered to look into it.

Dixon stated that the main concern was whether that piece of property, by not having a PUD overlay, affects, for example, the setbacks in the PUD overlay. Beutler stated it would not result in any modification in that way and even the cross access agreement is not to have access to the lots to the east, but only north and south.

Black had questions about the plat south of Fountain Blue Lane. There wouldn't be direct access from Sunnyside Road, but you'll go down Potomac Way and Fountain Blue Lane goes to the west of it. She pointed out that on Beutler's sheet it didn't line up with the other section of Fountain Blue Lane. On the final plat, what is going over Fountain Blue Lane? Beutler recalled that the City has recently annexed Fountain Blue Lane and the connection is going to be constructed. The drawing hasn't been updated to show the annexation and the drawing is showing that it's in the county.

Chair Swaney offered the applicant the opportunity to discuss the project. Applicant was not at the meeting. Question was returned to the commission for discussion.

Dixon stated the application was straight forward per the staff report and everything looked in order. He motioned that it be recommended to the mayor and city council approval of the **Final Plat: St. Clair Estates, Division No. 13, 4th Amended** as presented. Cosgrove provided the second. Motion was passed unanimously and recommendation will go forward. Amendment was made to include the cross access agreements prior to issuance of building permits.

IDAHO FALLS PLANNING COMMISSION STAFF REPORT
St. Clair Estates, Division No. 13, 4th Amended
Being a re-plat of part of Lot 5, Block 13,
St. Clair Estates, Division No. 13
June 3, 2014

Planning and Building Division

Applicant: Ellsworth & Associates, PLLC

Location: East of and adjacent to Potomac Way at the southeast corner of the intersection of Potomac Way and Sunnyside Road

Size: Approx. 2.26 acres

Existing Zoning:
Site: P-B/ PUD
North: P-B/ PUD
South: P-B/ PUD
East: P-B/ PUD
West: P-B/ PUD

Existing Land Use:
Site: Vacant
North: Park
South: Vacant
East: Medical Office
West: Medical Office

Future Land Use Map:
Medical Services Center

Attachments:
1. Subdivision information
2. Maps and aerial photos
3. Final plat

Requested Action: To **recommend** to the Mayor and City Council approval of the final plat.

History: St. Clair Estates, Division No. 13 was platted in 2008. Lot 5 included 5.656 acres. This property is only a portion of what was platted as Lot 5. At some point following the recording of Division 13 the property owner at the time split the property through meets and bounds descriptions into five lots and sold them separately. The current property owners are now platting the 2.26 acres, under their control, to correct the improper division of land so that they can proceed with building construction. The property immediately to the south also just went through the platting process for the same reason.

Staff Comments: The area is currently zoned P-B, Professional Business, but includes a PUD designation as well. The PUD was created to address cross access throughout the development and a reduced setback. The plat includes two lots. The lots will be required to have a shared access to Potomac Way. The access is proposed to line up with Fountain Bleu Lane. The lot to the south was also required to provide for cross-access to these two lots to the north. The parking lots of the proposed medical offices will be designed for the shared access. Access to Sunnyside road will not be allowed as it would not be able to meet the Access Management Plan. The existing curb cuts to Sunnyside Road are remainders from homes that used to front the road and will be required to be removed as part of site development.

Staff has reviewed the plat and finds it in compliance with the subdivision ordinance. If approved staff recommends the condition that cross-access agreements be submitted to staff prior to issuance of building permits.

The objectives of the P-B Zone are to:

The objective in establishing the P-B Professional-Business Office Zone is to provide for business and professional offices, governmental and cultural facilities and certain other uses of a semi-commercial nature. This Zone is characterized by relatively high traffic volumes and a wide variety of office type buildings.

Subdivision Ordinance: Boxes with an "X" indicated compliance with the ordinance

REQUIREMENTS	Staff Review
• Purposes listed in Section 10-1-1 as follows:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X No minimum standards for the P-B Zone.
Lots have full frontage on, and access to, a dedicated street.	X Lots have frontage on Potomac Way
Residential lots do not have direct access to arterial streets.	NA
Direct access to arterial streets from commercial or industrial lots.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	NA
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	NA
Residential lots adjoining arterial streets.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	NA No new streets

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT FOR ST CLAIR ESTAES, DIVISION NO. 13, 4th AMENDED, A REPLAT OF A PORTION OF LOT 5, BLOCK 13, ST CLAIR ESTATES, DIVISION NO. 13, LOCATED GENERALLY EAST OF AND ADJACENT TO POTOMAC WAY AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SUNNYSIDE ROAD AND POTOMAC WAY.

WHEREAS, the applicant filed an application for final plat on May 2, 2014; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 3, 2014; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on June 26, 2014 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 City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.

2. The property is an approximate 2.26 acre parcel located east of and adjacent to Potomac Way at the southeast corner of the intersection of Sunnyside Road and Potomac Way.

3. This area is zoned P-B/PUD and have been developed with various medical and general office uses.

4. The Planned Unit Development was created to address cross access throughout the development and a reduced setback.

5. The 2013 Comprehensive Plan Future Land Use Map designates this area as Medical Services Center.

6. The final plat complies with the purposes set forth within the Subdivision 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 plat for St Clair Estates, Division No. 13, 4th Amended with the condition that cross access agreements between the lots be submitted to staff prior to issuance of any building permits.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2014

_____

Rebecca Casper, Mayor

CITY OF IDAHO FALLS

PLANNING AND BUILDING DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220
www.idahofallsidaho.gov

Planning Department • (208) 612-8276 FAX (208) 612-8520 Building Department • (208) 612-8270

BGC-069-14

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Director
SUBJECT: Amendment to Title 4, Chapter 7 of Idaho Falls City Code regulating Contractor License Renewals
DATE: June 23, 2014

Attached is an ordinance amending Title 4, Chapter 7 of the Idaho Falls City Code. The ordinance revises the renewal requirement for expired contractor licenses. Currently, if a license expires the applicant must re-take the licensing exam which is based on current Building Code requirements. The proposed change will allow relicensing without taking the exam if the applicant can show all continuing education requirements have been completed and the City has not adopted a new edition of the Building Code.

cc: Rose Anderson, City Clerk
file

Attachments: Proposed Ordinance Change

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING TITLE 4, CHAPTER 7 TO ALLOW EXPIRED CONTRACTOR LICENSE RENEWALS UNDER CERTAIN CIRCUMSTANCES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City currently requires contractors to obtain a City license; and

WHEREAS, there are occasions when a contractor's license expires during a code cycle but the contractor keeps up with continuing educational units, and still understands the code; and

WHEREAS, the Council wishes to allow contract license renewal for expired licenses where the contractor has maintained all of the continuing education units required and the contractor will function under the same code as was in effect at the time of expiration of the license; and

WHEREAS, the Council wishes to allow a contractor who is familiar with the then-current code edition to renew without having to be retested on information such contractor has already shown he or she is familiar with; and

WHEREAS, the effort to allow renewal of an expired license is part of the important Council desire to maintain a business friendly atmosphere in Idaho Falls.

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

SECTION 1. That Idaho Falls City Code, Title 4, Chapter 7, be amended as follows:

. . .

4-7-9: RENEWAL OR REINSTATEMENT OF LICENSE:

(A) Every contractor license shall be issued on a calendar year basis to expire on December 31st of each year. _The first year's fee shall be pro-rata, based upon ~~when~~ the month the license is granted. _A contractor shall be entitled to renew such contractor's license upon satisfaction of the requirements of this Chapter. _A license renewal application may be submitted to the City beginning on December 1st through and including the last day of January of the year immediately following licensure without a late fee. _Thereafter, a ~~$75~~ late fee shall be collected to offset administrative costs incurred as a result of ~~such~~ late renewal. _Unless otherwise provided in this subsection~~an expired license is renewed within one year of its expiration~~, ~~the~~ a contractor whose license has expired shall be required to make a new application and satisfy all of the then-existing contractor licensing requirements. An expired license may be renewed only where the contractor can show that, during the period the license was expired, all required continuing education units were acquired by the contractor and the City did not adopt a new edition of the Code during the period of expiration. _License renewal applications shall be mailed by the Director no later than November first of each year to every licensed contractor at the address provided by the contractor.

The failure to receive a renewal application shall not excuse untimely license renewal.

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. The remaining Sections of Title 7 shall be in full force and effect.

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 _____, 2014.

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Rosemarie Anderson, City Clerk

(SEAL)

STATE OF IDAHO)
: ss.
County of Bonneville)

I, ROSEMARIE ANDERSON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE AMENDING TITLE 4, CHAPTER 7 TO ALLOW EXPIRED CONTRACTOR LICENSE RENEWALS UNDER CERTAIN CIRCUMSTANCES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Rosemarie Anderson, City Clerk

(SEAL)

LEGAL DEPARTMENT

CITY OF IDAHO FALLS

RANDALL D. FIFE, CITY ATTORNEY
MICHAEL A. KIRKHAM, ASSISTANT CITY ATTORNEY
P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
Telephone No.: (208) 612-8178
www.idahofallsidaho.gov

MEMORANDUM

DATE: June 19, 2014

TO: Honorable Mayor and City Council

FROM: Randall D. Fife, City Attorney

SUBJECT: Draft Ordinance Rearranging IFCC Title 4

Mayor and Council:

The IFCC currently requires City licensing of gas fitters (IFCC Title 4, Chapter 9) and heating and cooling installers (IFCC Title 4, Chapter 10) even though the State preempted such City licensing.

The City also requires photographers running a photography business to be licensed. See IFCC Title 4, Chapter 18.

The attached ordinance rescinds Chapters 9, 10, and 18 of Title 4 because such, in the opinion of staff, are no longer allowed (in the case of gas fitters and heating and cooling installers), or no longer effective or needed (in the case of photography businesses).

Additionally, because these proposed rescissions, and previous rescissions in Title 4, have left gaps in the Chapters contained therein, the draft rearranges Title 4 to close those gaps by renumbering several Chapters.

The City Attorney recommends consideration and adoption of the draft ordinance.

Respectfully,

Randall D. Fife
City Attorney

RDF/co

Attachment
c: Division Director
City Clerk

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING TITLE 4 BY THE REPEAL OF CHAPTERS 9, 10 AND 18 OF THE CITY CODE OF THE CITY OF IDAHO FALLS, IDAHO; AND BY THE RENUMBERING OF TITLE 4, CHAPTERS 20, 22, AND 23 TO CHAPTERS 5, 9 AND 10 RESPECTIVELY; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City currently requires gas fitters and heating and cooling installers to abide by Chapters 9 and 10 of Title 4 of the City Code; and

WHEREAS, the state legislature has declared itself the exclusive authority to require certification or registration for any HVAC contractors, specialty contractor, journeyman, specialty journeyman, apprentice, or specialty apprentice to engage in the heating, ventilation and air conditioning trade within the state; and

WHEREAS, the nature of photography and the photography business has changed significantly since the Ordinance regulating the photography business was initiated; and

WHEREAS, such change has resulted in a decision that the Council no longer wishes to regulate the photography business as has been done in the past; and

WHEREAS, the City wishes to comply with state code; and

WHEREAS, because of various repeals of Chapters 5, 9, 10, 17, 19 and 21 of Title 4, it is expedient to renumber the remaining Chapters of Title 4 to close the gaps created by repeals of portions of Title 4; and

WHEREAS, the renumbering shall not change the content of the Chapters renumbered and repositioned.

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

SECTION 1. Idaho Falls City Code Title 4, Chapters 9, 10, and 18 be repealed in their entirety.

SECTION 2. Title 4, Chapter 20 shall be renumbered and moved to comprise Title 4, Chapter 5, as follows:

4-~~5~~20-1: DEFINITIONS: For the purposes of this Chapter, all terms used herein shall have the same meanings ascribed in Title 8, Chapter 7 of this Code. In addition, certain terms shall have the meanings ascribed below:

PUBLIC RIGHT-OF-WAY CONSTRUCTION: The construction, placement or laying of any asphalt or concrete pavement, sidewalk, driveway, curb, gutter, water line, sanitary sewer line, storm drain line, telephone line, conduit or facilities, electrical line, cable TV line, gas line or any other similar facilities or structures within any street, alley, easement or other public right of way of the City.

PUBLIC RIGHT-OF-WAY CONTRACTOR: Any person, partnership, corporation, association, agency or other organization who engages in the business of public right-of-way construction.

4-~~5~~20-2: LICENSE REQUIRED:

(A) No person shall engage in, control or otherwise direct public right-of-way construction or otherwise engage in the business of a public right-of-way contractor within the City unless such person shall have first obtained a license under the provisions of this Chapter.

(B) Exceptions: No license shall be required for the following persons:

(1) person working under the direct supervision and bond of a licensed public right-of-way contractor;~~,~~

(2) person who solely installs, lays, forms or pours cement for any sidewalk, curb, gutter or driveway within a public right-of-way and adjacent or appurtenant to their own property;~~,~~

(3) City employee engaged in performing work for the City or any employee of the State of Idaho while engaged in performing work for the State;~~,~~

(4) utility holding a franchise granted by the City, but not including a contractor or subcontractor of such person;~~,~~

(5) person who tills soil to a depth of less than fifteen inches for agricultural purposes;~~,~~ and

(6) person who replaces highway guard rails, posts, sign posts, delineative posts, culverts, electric poles, telephone poles, traffic control signs or device supports, or other similar publicly-owned fixtures, in the same approximate location and depth within a public right-of-way.

4-~~5~~20-3: APPLICATION FOR LICENSE: All applications for a Public Right-of-Way Contractor's License shall be on such forms and shall provide such information as the City Engineer deems necessary to determine the applicant's capability and responsibility to perform work within any public right-of-way. The license application shall be submitted to the Public Works Division and shall be accompanied by payment of the license fee. Upon receipt of a fully-completed application, the Public Works Division shall forthwith transmit the application and license fee to the City Clerk. All applications shall be granted or denied by the City Council

within sixty (60) days after the receipt of the fully-completed application form by the Public Works Division.

4-~~5~~20-4: TERM OF LICENSE: Each license issued under this chapter shall expire on December 31 of the year in which it is issued.

4-~~5~~20-5: LICENSE FEES: The fee for a Public Right-of-Way Contractor's License shall be $50.~~00~~. Neither the license fee nor any portion thereof shall be refunded once a license has been issued. No portion of the license fee shall be prorated because the applicant desires to or will operate for less than a full calendar year.

4-~~5~~20-6: LICENSE NOT TRANSFERABLE: Licenses issued under this Chapter shall not be transferable.

4-~~5~~20-7: INSURANCE AND BONDING:

(A) Liability and Hazard Insurance: Every contractor granted a license under this Chapter shall maintain comprehensive general liability coverage including completed operations in an amount not less than five hundred thousand dollars ($500,000) single limit liability for personal injury, death and property damage, provided however if the work to be done is limited to excavation in an easement situated entirely on private property or is for construction of a concrete sidewalk, curb or gutter located within a street right-of-way and parallel with adjoining private property, the amount of such insurance shall be not less than One Hundred Thousand ($100,000) Dollars, single limit. Coverage for underground hazard shall also be included. Contractors engaged in work requiring the use of explosives or work that may endanger or cause the collapse of adjacent buildings or facilities shall also carry explosion and collapse hazard coverage with a minimum limit of five hundred thousand dollars ($500,000) single limit liability for personal injury, death and property damage. This coverage may be carried on an individual "project" or "permit" basis where the need for such coverage is applicable. Each policy as required above shall carry an endorsement naming the City as an additional insured under said policy. Each policy shall also contain a clause requiring that the City Engineer be given at least thirty (30) days advance written notice in the event of anticipated cancellation of the policy or any coverage under the policy. Certificates of insurance evidencing the required coverage shall be filed with the City Engineer along with the contractor's license application.

(B) Worker's Compensation Insurance: Contractors with employees shall carry statutory worker's compensation insurance with at least five hundred thousand dollars ($500,000) employer's liability per occurrence. A certificate of insurance evidencing such worker's compensation coverage as set forth above shall be filed with the City Engineer prior to the issuance of a license under this Chapter.

(C) Bond: Prior to performing work within any public street, alley, easement or other public right-of-way of the City, all licensees shall execute and deposit with the City Engineer either a bond in favor of the City or an equal amount in cash to ensure proper and adequate performance of all work within a public right-of-way in accordance with this Chapter and Title 8, Chapter 7 of this Code. The amount of such bond shall be five thousand dollars ($5,000). A

surety may cancel its future liability under any bond furnished hereunder by giving the City Engineer thirty (30) days advance written notice of the intention to cancel. Cancellation shall not affect any liability which may have accrued under the terms of the bond prior to cancellation. A license shall be subject to revocation whenever a bond is canceled unless a comparable bond is furnished at the time of cancellation of the original bond.

4-~~5~~20-8: DUTIES AND RESPONSIBILITIES OF PUBLIC RIGHT-OF-WAY CONTRACTOR: All licensees under this Chapter shall have the following duties and responsibilities:

(A) Any contractor licensed hereunder shall be responsible for the proper performance of all work required by his contract whether or not such work is done by him directly or by a subcontractor.

(B) Any licensee shall provide such safety measures and equipment as are required to safely protect workmen and the public as prescribed by this Chapter, all other ordinances adopted by the City and all laws of the State of Idaho and the United States.

(C) The licensee shall ensure that all other applicable permits and insurance are obtained by the licensee and any subcontractors working under his contract, prior to undertaking any public right-of-way construction.

(D) The licensee shall present his license when requested to do so by the City Engineer, Street Superintendent, Water and Sewer Superintendent or any of their authorized representatives.

(E) The licensee shall faithfully construct all facilities in accordance with any drawings or specifications approved by the City.

(F) The licensee shall obtain all inspections required by this Code.

(G) The licensee shall construct or reconstruct all underground facilities in strict compliance with all applicable codes, specifications and standards adopted by ordinance of the City.

(H) The licensee shall warrant the adequacy and continued satisfactory condition and function of any street repairs or underground facilities constructed or reconstructed within any public right-of-way, for a period of one year after final approval and acceptance thereof by the City.

4-~~5~~20-9: SUSPENSION AND REVOCATION OF LICENSES:

(A) The City Engineer may suspend or revoke a license when the licensee commits one or more of the following acts or omissions:

(1) Fails to comply with any provisions set forth in this Chapter.

(2) Knowingly combines or conspires with any person to permit his license to be used by such person, except as allowed in this Chapter.

(3) Knowingly conspires with any other person to violate the provisions of this Code.

(4) Knowingly violates any ordinance adopted by the City or any standard drawings or standard specifications governing the construction, replacement or repair of any utility, street or associated facilities within the City.

(B) The procedure governing the suspension or revocation of licenses shall be as follows:

(1) The licensee shall be notified in writing, by certified mail, that good cause appears to suspend or revoke his license. The reason or reasons for each action shall be enumerated in such notice.

(2) Upon receipt of the notice, the licensee may request a hearing before the City Engineer. Such request shall be in writing and shall be delivered to the City Engineer within seven (7) days of the receipt of said notice. Such notice shall be deemed received upon its deposit in the U.S. mail, postage prepaid.

(3) If a hearing is requested by the licensee, the City Engineer shall set a time, date and place of said hearing and shall notify the licensee in writing at least ten (10) days prior to the date of the hearing.

(4) When a hearing is conducted, the licensee and other interested parties may present written or oral testimony and evidence. Upon completion of the hearing, the City Engineer shall promptly notify the licensee in writing, by certified mail, of his findings and decision regarding the suspension or revocation of the license.

(C) If the decision rendered by the City Engineer is adverse to the licensee, the licensee may appeal to the City Council. Such appeal must be filed within thirty (30) days after delivery of the ruling to the licensee. Such delivery shall be presumed complete upon its deposit in the U.S. mail, postage prepaid, addressed to the last known address of the licensee.

SECTION 3. Title 4, Chapter 22 shall be renumbered and moved to comprise Title 4, Chapter 9, as follows:

4-~~9~~22-1: PURPOSE: The purpose of this Chapter is to reduce the number of false security alarms thereby enhancing police response time for critical calls for service and reducing the costs to the City arising from the increasing number of false security alarms. Further, the intent of this Chapter is to encourage alarm businesses and alarm users to maintain the operational viability of security alarm systems and to hold owners of alarm systems accountable for the costs associated with responding to false alarms.

4-922-2: DEFINITIONS: For the purposes of this Chapter, the following terms, phrases, and words, and derivations thereof, shall have the meanings given in this section:

ALARM INSTALLATION COMPANY: A person who engages in the business of selling, providing, maintaining, servicing, repairing, altering, replacing, moving or installing an Alarm System in businesses or residences located within the City.

ALARM MONITORING BUSINESS: Any person who engages in the business of monitoring alarm systems located within the City and summoning police response to activations thereof. This term includes both businesses that are engaged in alarm monitoring for 0profit and businesses that monitor only their own alarm systems.

ALARM OFFICER: The Chief of the Idaho Falls Police Department or his or her designee.

ALARM SYSTEM: Any mechanical, electrical or other device located within the City and which is designed or used for the detection of a trespass, burglary, or robbery within a building, structure, or facility, and which emits an audible sound or which transmits a signal or message which is designed to elicit a response from the Police Department. Alarm systems include, but are not limited to, direct dial telephone devices, audible alarms and proprietor alarms. An alarm system includes all the necessary equipment designed and installed for the detection of a trespass, burglary, robbery or other hazard in a single building, structure, or facility, and for alerting public safety personnel to the commission of an unlawful act within a building, structure or facility.

ALARM USER: Any person who owns or installs and renders operable any alarm system or who contracts for the servicing or maintenance of an alarm system within any building or structure located within the City.

AUDIBLE ALARM: An alarm system which when activated generates sound or signal that is audible from the immediate vicinity of the premises where the alarm system is located.

AUTOMATIC DIALING DEVICE: An alarm system which automatically sends over a telephone line, by direct connection, internet, or otherwise, a pre-recorded voice message or coded signal indicating the existence of an emergency situation.

CALENDAR YEAR: The period between and including January 1 and December 31 of any given year.

CITY: The City of Idaho Falls, Idaho.

EMERGENCY: Any condition which requires or is expected to require a response of police or public safety personnel.

ENHANCED CALL VERIFICATION: An independent method whereby an alarm monitoring company attempts to determine that a signal from an automatic alarm system reflects a need for immediate police assistance or investigation. This verification process will be conducted by the

alarm system monitoring personnel and shall consist of making two phone calls to the responsible party or parties and shall not take more than five minutes from the time the alarm signal has been accepted by the alarm system monitoring company. At least one of the two phone calls must be made to a party off the premises upon which the alarm system is installed.

FALSE ALARM: An alarm system signal, message, transmittal, or communication which results in a response by public safety personnel and for which no emergency situation exists or existed as determined by the responding police personnel. False alarms shall not include alarms caused by natural occurrences such as hurricanes, tornadoes, earthquakes, or other extraordinary circumstances determined by the alarm officer to be clearly beyond the control of the alarm user.

ONE PLUS DURESS ALARM: A security alarm system which permits the manual activation of an alarm signal by entering on a keypad a code that either adds the value of 1 to the last digit of a normal arm/disarm code (e.g., the normal arm/disarm code "1234" if entered as "1235" automatically activates the duress alarm feature) or that involves entering any incorrect final digit to a normal arm/disarm code.

PERSON: Any individual, partnership, association, corporation, limited liability company, trust, or organization of any kind, including a government entity or political subdivision thereof.

PUBLIC NUISANCE ALARM SYSTEM: Any alarm system which generates or transmits more than two (2) False Alarms within a calendar year.

SIA CONTROL PANEL STANDARD CP-01: The ANSI-American National Standard Institute approved Security Industrial Association - SIA CP-01 Control Panel Standard, as may be updated form time to time.

4-~~922~~-3: DUTIES OF ALARM INSTALLATION COMPANIES AND MONITORING:

(A) No Alarm Installation Company or Alarm Monitoring Business shall:

(1) Render any alarm system operational or transfer the control or operation thereof to the alarm system owner without first delivering to the customer written instructions regarding the proper use and operation of such alarm system including instructions regarding the procedure to deactivate the alarm system and reasonable measures that may be undertaken in order to avoid False Alarms.

(2) Fail to keep within the principal offices of the business or company a written copy of the instructions as required by the preceding section, for a period of at least three (3) years from the date of their issuance. Such instructions shall be dated and signed by the customer prior to the delivery thereof to the customer.

(3) Render an alarm system operational or transfer the ownership or control thereof to a customer without delivering to the customer a Customer Alarm Prevention Checklist in such form as may be approved by the Alarm Officer. Such checklist shall be current as of the date it is delivered to the customer and shall be signed and dated by the customer.

(4) Fail to keep at the principal offices of the business or company a copy of the signed checklist required by the preceding Section, for a period of at least three (3) years.

(5) To program an alarm system in a manner which is capable of sending One Plus Duress Alarms.

(6) To maintain, inspect or modify any alarm system capable of sending a One Plus Duress Alarm, without first rendering the One Plus Duress capability inoperable.

(7) To install any alarm system which may be activated by a single action, non-recessed button.

(8) To install any alarm system that is not compliant with SIA Control Panel Standard CP-01 or to install any alarm system which fails to include a designation clearly visible on the control panel thereof, indicating that such control panel has been tested and found compliant with such standard by the Underwriters Laboratory (UL) or other nationally recognized testing laboratory.

(9) To install any Automatic Dialing Device within an alarm system.

(10) To notify or request a police dispatch in response to a security alarm signal without making reasonable efforts to contact the owner of the premises where the alarm system is located or another person designated by such owner to receive such telephone calls.

(11) To fail to silence an alarm signal within fifteen (15) minutes after the receipt of notification that the alarm system has been triggered or activated in a residential structure or within thirty (30) minutes after receipt of notification that an alarm system within a commercial or industrial structure has been activated.

4-~~9~~22-4: RESPONSIBILITIES OF ALARM USERS:

(A) No Alarm User shall:

(1) Use, operate, maintain or install an alarm system unless the alarm user has within his or her employ or retention a person who has been trained in the appropriate procedures to deactivate an alarm system signal and who is capable of deactivating an alarm system signal within fifteen (15) minutes after receipt of notification that the alarm system signal has been triggered.

(2) To allow any alarm system signal to continue for a period of more than fifteen (15) minutes after notification of the activation of the system if protecting a residential structure or within thirty (30) minutes after such activation if the alarm system is protecting a commercial or industrial structure.

(3) To operate a Public Nuisance Alarm without having a permit therefore issued in accordance with the provisions of this Chapter.

4-~~922~~-5: MAINTAINING A PUBLIC NUISANCE ALARM:

(A) No person shall maintain, operate, use or attempt to use a Public Nuisance Alarm System without having a valid Public Nuisance Alarm System Permit.

(B) Public Nuisance Alarm System Permits may be obtained from the office of the City Clerk upon payment of the following permit fees:

3rd false alarm within the calendar year $100
4th false alarm within the calendar year $200
5th false alarm within the calendar year $300
6th false alarm within the calendar year $400
7th and subsequent false alarms within the calendar year $500

Each Public Nuisance Alarm System Permit shall expire on December 31st of the calendar year in which it is issued. Each Public Nuisance Alarm System Permit shall automatically become void upon the triggering of an additional False Alarm and shall remain void until the additional permit fee is paid to the City Clerk.

(C) Whenever any alarm system is deemed a Public Nuisance Alarm System, the Alarm Officer, or his or her designee shall provide a notice to the owner or person in control of the premises. Such notice shall advise the owner or operator of such alarm system that the alarm system has been determined to be a Public Nuisance and that any operation thereof without obtaining a Public Nuisance Alarm system Permit pursuant to this Chapter will constitute a violation of this Chapter. Such notice shall be deemed given upon posting a written notice of such determination upon the premises where the alarm system is located or deposit thereof in the U. S. Mail, Certified Mail, Return Receipt Requested, Postage Pre-Paid and addressed to the owner or operator of such alarm system, if known, or addressed to the owner at the address shown on the records of the Bonneville County Assessor's Office for the premises where the alarm system is located.

4-~~922~~-6: PROHIBITED ALARM SYSTEMS:

(A) No person shall use or operate an automatic dialing device or any device programmed to initiate and deliver a message or signal to any telephone number belonging to the City of Idaho Falls or to any law enforcement dispatch services.

(B) No system shall have an entry or exit delay of less than 45 seconds.

4-~~922~~-7: VIOLATIONS:

(A) Any person who violates any provision of this Chapter shall be guilty of a misdemeanor.

SECTION 4. Title 4, Chapter 23 shall be renumbered and moved to comprise Title 4, Chapter 10, as follows:

4-1023-1: DEFINITIONS: As used in this Chapter:

ADVANCED EMERGENCY MEDICAL TECHNICIAN - AMBULANCE (AEMT-A): An individual certified by the EMS Bureau of the Idaho Department of Health and Welfare on the basis of successful completion of an intermediate training program, examination, subsequent required continued training and recertification.

ADVANCE LIFE SUPPORT: The provision of medical care, medication administration and treatment with medical devices which correspond to the knowledge and skill objectives in the EMT-Paramedic curriculum currently approved by the EMS Bureau of the Idaho Department of Health and Welfare.

AMBULANCE: Any privately-owned motor vehicle used for, or intended to be used for, the transportation of sick or injured persons who may need medical attention during transport.

ATTENDANT DRIVER: A person who is qualified and licensed in accordance with this Chapter as both an ambulance attendant and ambulance driver.

CERTIFICATION: A credential issued to an individual by the EMS Bureau for a specified period of time indicating that minimum standards corresponding to one (1) or several levels of EMS proficiency have been met.

CERTIFIED PERSONNEL: Individuals who have completed training and successfully passed examinations for training and skills proficiency in one (1) or several levels of emergency medical services.

CITY COUNCIL: The City Council of the City of Idaho Falls, Idaho.

CRITICAL CARE TRANSFER (CCT): Transportation of a patient who has received definitive care at a hospital, and who requires or may require care beyond the level of EMT-B for maintenance while being transported. Such care includes, but is not limited to starting and/or maintaining IV's, drug administration, advanced airway care and cardiac monitoring and/or defibrillation.

DIRECTOR: The Fire Chief of the Idaho Falls Fire Department.

EMERGENCY: A medical condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate

medical attention to result in placing the person's health in serious jeopardy, or in causing serious impairments of bodily function or serious dysfunction of any bodily organ or part.

EMERGENCY MEDICAL SERVICES (EMS): The services utilized in responding to a perceived individual need for immediate care in order to prevent loss of life or aggravation of physiological or psychological Illness or Injury.

EMERGENCY MEDICAL TECHNICIAN - BASIC (EMT-B): An individual holding an EMT-B certification issued by the EMS Bureau of the Idaho Department of Health and Welfare.

EMERGENCY MEDICAL TECHNICIAN - PARAMEDIC (EMT-P): An individual holding an EMT-P certification issued by the EMS Bureau of the Idaho Department of Health and Welfare.

EMS DEPARTMENT: The Emergency Medical Services Department of the City of Idaho Falls, Idaho.

FIRST RESPONDER: An individual certified by the EMS Bureau of the Idaho Department of Health and Welfare as a First Responder on the basis of successful completion of a First Responder course approved by the Board of Health and Welfare and subsequent required continuing training.

OUT-OF-HOSPITAL CARE: Any setting outside of a hospital, including inter-facility transfers, in which the provision of EMS may take place.

PATIENT: An individual who is sick, injured, wounded, or otherwise incapacitated or in need of medical assistance or transportation by an ambulance.

PERSON: Any individual, firm, partnership, association, corporation, trust group of individuals acting together for a common purpose, or organization of any kind, excluding any public corporation or agency.

PRE-HOSPITAL CARE: Any setting (including standbys) outside of a hospital, with the exception of inter-facility transfer, in which the provision of EMS may take place.

TRANSFER: The transportation of a patient from one medical care facility to another by ambulance.

TRANSPORT NURSE: A licensed professional nurse who provides critical care services with an organized transporting agency who is certified by the Idaho Board of Nursing, and who is also certified at a minimum as an EMT-B by the EMS Bureau of the Idaho Department of Health and Welfare on the basis of successful completion of a basic EMT training program, examination, subsequent required continuing training and recertification.

4-10~~23~~-2: EMS DEPARTMENT:

(A) Establishment of EMS Department: There is hereby established within the Idaho Falls Fire & Public Safety Division, a department known as the Emergency Medical Services Department. The primary function of such department shall be to coordinate and regulate the delivery of private emergency medical services provided to persons residing in or otherwise located within the City of Idaho Falls. The EMS Department shall have the authority and responsibility to establish and enforce standards for pre-hospital patient care and patient transports throughout the City of Idaho Falls.

(B) EMS Director: The Director shall have responsibility for direction of the work force and management of the facilities and equipment of the EMS Department. If the Director is temporarily unavailable for any reason, direction of the EMS Department will lie with the EMS Division Chief or such other person appointed by the Director or City Council.

(C) Director's Responsibilities: The Director's primary responsibilities shall include:

(1) Assisting the City Council in developing and establishing standards for pre-hospital patient care throughout the City of Idaho Falls; and

(2) Enforcing and regulating EMS services and other first response agencies pursuant to the provisions of this Chapter.

4-10~~23~~-3: AUTHORITY OF DEPARTMENT PERSONNEL: EMS Department personnel rendering emergency medical services at the scene of a medical emergency, injury or sudden onset of acute illness to which they have been dispatched or summoned shall be deemed to have complete medical and technical rescue authority until the patient is released to hospital staff upon arrival at a hospital.

4-10~~23~~-4: REQUIREMENTS FOR OPERATION; EXCEPTIONS:

(A) It shall be unlawful for any person to conduct or operate an emergency medical service, including stand-by services, within the City of Idaho Falls without first obtaining an Ambulance License, issued pursuant to this Chapter.

(B) It shall be unlawful for any person to operate or permit to be operated, an ambulance within the City of Idaho Falls unless each driver and attendant on board each ambulance holds a current Attendant-Driver license, issued pursuant to this Chapter. Such license must be kept upon the Licensee's person while operating an ambulance or providing EMS services.

(C) This Chapter shall not apply to:

(1) Ambulances operated by an agency of the United States, the State of Idaho, the City of Idaho Falls, or a political subdivision of the State of Idaho.

(2) An ambulance operated from a location outside of the City of Idaho Falls which solely transports patients to or from locations outside of Idaho Falls.

(3) Persons providing EMS services solely with the use of aircraft of any type, either fixed-wing or helicopter.

4-10~~23~~-5: CLASSIFICATION OF SERVICES:

(A) General: Ambulance licenses issued pursuant to this Chapter shall set forth which of the following classification or classifications of services the licensee shall be permitted to perform with the licensed vehicle(s), and in performing such services each licensed vehicle shall conform with the staffing and equipment requirements for the type(s) of license(s) issued.

(B) Class One: An ambulance staffed twenty-four (24) hours per day and equipped for emergency medical services authorized to be provided by one EMT-P and one EMT-B or Advanced EMT-A or two EMT-P's.

(C) Class Two: An ambulance staffed twenty-four (24) hours per day and equipped for emergency medical services authorized to be provided by two EMT-B's.

(D) Class Three: An ambulance staffed and equipped for non-emergency inter-facility transfer services. A properly licensed, staffed and equipped Class Three ambulance.

SECTION 5. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 6. 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 7. 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 8. 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 _____, 2014.

CITY OF IDAHO FALLS, IDAHO

_____

Rebecca L. Noah Casper, Mayor

ATTEST:

_____

Rosemarie Anderson, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, ROSEMARIE ANDERSON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE AMENDING TITLE 4 BY THE REPEAL OF CHAPTERS 9, 10 AND 18 OF THE CITY CODE OF THE CITY OF IDAHO FALLS, IDAHO; AND BY THE RENUMBERING OF TITLE 4, CHAPTERS 20, 22, AND 23 TO CHAPTERS 5, 9 AND 10 RESPECTIVELY; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____

ROSEMARIE ANDERSON, CITY CLERK

CITY OF IDAHO FALLS

RANDALL D. FIFE, CITY ATTORNEY
MICHAEL A. KIRKHAM, ASSISTANT CITY ATTORNEY
P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
Telephone No.: (208) 612-8178
www.idahofallsidaho.gov

LEGAL DEPARTMENT

MEMORANDUM

DATE: June 19, 2014

TO: Honorable Mayor and City Council

FROM: Randall D. Fife, City Attorney

SUBJECT: Ordinance Amending Impoundment

Mayor and Council:

In December, the former Mayor and Council considered a draft ordinance that changed a number of provisions in the City's Dog Control ordinance (IFCC Title 5, Chapter 6). After receiving citizen input, the draft was taken off of the agenda schedule to be reconsidered by Council members and staff. Those considerations included kennel licensing, a possible change to limitations of the number of dogs and cats, and a possible appeal procedure relative to animal control.

Because the City Attorney's office is motivated to promote a change to the City's Dog Control ordinance that brings it into compliance with current state and federal regulation for service animals, and because it appears that there is little or no opposition to the minor changes proposed in December, the proposal has been re-drafted.

The City Attorney recommends adoption of the re-drafted version of the ordinance at this time. Further recommended changes will be brought forth as soon as practicable.

Respectfully,

Randall D. Fife
City Attorney

RDF/co

Attachment
c: Division Director
City Clerk

ORDINANCE NO. 2014-

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SECTIONS 5-6-1; 5-6-6; 5-6-7; 5-6-9; 5-6-10; 5-6-11; AND 5-6-12 OF THE IDAHO FALLS CITY CODE, TO REQUIRE SPAYING AND NEUTERING OF A DOG OR CAT ADOPTED FROM THE ANIMAL CONTROL SHELTER; ALLOWING ACCOMODATION OR VARIATION WHERE REQUIRED BY LAW; ALLOWING IMPOUNDMENT OF A NUISANCE ANIMAL; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, it is Council's desire to require spaying or neutering pursuant to conditions described in the Ordinance in order to promote health, safety and general welfare in the City; and

WHEREAS, in order to promote and sustain accessibility in the City by those who are in need of assistance different than, or in addition to, that generally provided to community members, the Council wishes to acknowledge its commitment to those who request accommodations based upon need of assistance by dogs (by the inclusion of specific language in the City Code to allow accommodations).

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

SECTION 1. Section 5-6-1 of the City Code of the City of Idaho Falls, Idaho, is hereby amended, as follows:

5-6-1: DEFINITIONS:

Certain terms used in this Cehapter shall have the meaning ascribed below:

A. ANIMAL CONTROL SHELTER: Any animal shelter, lot, premises or building maintained by the City for the confinement and care of animals.

B. AT LARGE: A dog shall be deemed to be at large when off the property of the owner, and not under restraint or control.

C. DOG: A dog of an age four (4) months or older that is kept as a household pet.

D. DOG KENNEL: Any place where more than two (2) dogs are kept.

E. ENCLOSURE: A fence or structure suitable to prevent escape of the animal or the entry of young children.

F. NEUTERED: Rendered permanently incapable of reproduction.

G. NUISANCE ANIMAL: A nuisance animal, including a dog or cat, is one that:

1. Frequently runs at large;~~,~~
2. Damages, soils, or defecates on private property other than property owned or controlled by the animal owner or on public property, including walks and recreation areas, unless such waste is immediately removed and properly disposed of by the animal owner or handler;~~,~~
3. Causes unsanitary or dangerous conditions;~~,~~
4. Causes a disturbance by excessive barking or other noise making~~,~~
5. Creates a general public nuisance; and/or
6. Chases vehicles, or molests, attacks, or interferes with persons or other domestic animals on public property.

H. OWNER: A person having the right of property or custody of an animal or who keeps or harbors an animal or knowingly permits an animal to remain on or about any premises occupied, owned, or controlled by that person.

I. PERSON: Any individual, corporation, partnership, organization or institution commonly recognized by law as a unit.

J. RESTRAINT: A dog shall be considered under restraint if it is confined within a structure or fenced yard, is secured by a leash, lead or chain or is confined within a vehicle in a manner that prevents escape.

K. UNLICENSED DOG: A dog for which a license has not been issued for the current year, or to which the tag provided for in this Chapter is not attached.

L. VACCINATION: The inoculation of an animal against rabies in accordance with state law and the "Compendium of Animal Rabies Prevention and Control" published by the National Association of the State Public Health Veterinarians and published annually in the Journal of the American Veterinary Medical Association.

SECTION 2. Section 5-6-6 of the City Code of the City of Idaho Falls, Idaho, is hereby amended, as follows:

5-6-6 IMPOUNDING OF DOGS:

Any nuisance animal may be impounded in the Animal Control Shelter. All dogs found at large are declared to be public nuisances and all Ceity police or animal control officers shall impound them in the Animal Control Shelter. The impoundment, redemption, sale or other disposal of impounded dogs shall be as follows:

(A) Impoundment of Unlicensed Dogs. All impounded dogs not licensed or not identified by tag or microchip shall be retained in the Animal Control Shelter for a minimum of three (3) business days. At any time during this period, the owner or keeper of such dog may redeem it by procuring a license, a microchip and by paying an impound fee plus a boarding fee as set forth in this Chapter.

(B) Impoundment of Licensed Dogs. All impounded dogs which are licensed or otherwise identified with a tag or microchip or whose owner is known shall be retained in the Animal Control Shelter for a minimum period of five (5) days after the owner is notified of the impoundment. As soon as reasonably possible following impoundment of such dog, the Animal Services Manager shall give notice of the impoundment to the owner of the dog, either in writing, by telephone or by personal notification. The Animal Services Manager shall keep a record of the date, time and manner of giving notice, with respect to each impounded dog. At any time during the said five (5) day period the owner may redeem the dog by procuring a microchip and paying an impound fee plus a boarding fee as set forth in this Chapter. The five (5) day period shall commence to run at noon on the day following the date notice is given.

(C) Spaying and Neutering. Any dog adopted from the Animal Control Shelter shall be spayed or neutered by a licensed veterinarian either prior to adoption, or within thirty (30) days of adoption, or as soon after the dog is old enough to be spayed or neutered. If the dog is not already spayed or neutered, the adopter shall agree to provide evidence of spaying or neutering to the Animal Control Shelter within thirty (30) days. For dogs determined by a licensed veterinarian to be too young to be spayed or neutered within thirty (30) days of adoption, proof of spaying or neutering shall be provided by the dog's owner within thirty (30) days of the age the dog became eligible for spaying or neutering, which date shall be designated on the adoption paperwork.

(D~~C~~) An unneutered dog that has been impounded at the Animal Control Shelter on two (2) previous occasions during the previous one (1) year period shall be required to be spayed or neutered prior to the owner redeeming the animal. The impound, and boarding fees, shall be applied toward the cost of the spay or neuter.

(E~~D~~) Unclaimed Dogs. The ownership of any dog not redeemed within the periods of time herein stated shall be forfeited and the dog may be sold thereafter by the Animal Services Manager to any person.

(F~~E~~) No dog shall be released from the Animal Control Shelter unless the dog is licensed and microchipped under this Chapter and wearing a tag.

(G~~F~~) Disposal of Dogs: If any dog is not redeemed or sold, the dog may be humanely destroyed and the carcass disposed of in any lawful manner.

SECTION 3. Section 5-6-7 of the City Code of the City of Idaho Falls, Idaho, is hereby amended, as follows:

5-6-7 OWNERSHIP OF DOGS LIMITED:

(A) _It shall be unlawful to operate a dog kennel or to keep upon the premises of any one household or upon the premises of any one business property, more than two (2) dogs unless the owner or person in charge thereof has a commercial or noncommercial kennel license, or where accommodation or variation from these requirements is appropriate under current state or federal law or where allowed by the Zoning Code or by this sub-Chapter.

. . .

SECTION 4. Section 5-6-9 of the City Code of the City of Idaho Falls, Idaho, is hereby amended, as follows:

5-6-9: UNLAWFUL DISPOSAL OF RABID DOG:

It shall be unlawful for a~~A~~ny person ~~who~~ to kill~~s~~ or cause~~s~~ to be killed any rabid dog, or dog suspected of having rabies, or any dog who has bitten or attack~~k~~ed a person, without having given the notice required by ~~the preceding section~~this Chapter, or having given such notice, to kill~~s~~ such dog before the expiration of the ten (10) days quarantine period~~., is guilty of a misdemeanor.~~

SECTION 5. Section 5-6-10 of the City Code of the City of Idaho Falls, Idaho, is hereby amended, as follows:

5-6-10: CONTROL OF DOGS:

(A) It shall be unlawful for a~~A~~ny person ~~who~~ to harbor~~s~~ or keep~~s~~ on his or her premises, or in his or her control any dog which, by loud and prolonged barking or howling, disturbs the peace and quiet of the neighborhood, or of the occupants of adjacent premises~~, is guilty of a misdemeanor~~.

(B) It shall be unlawful for any person to have or keep on his or her premises or in his or her control a nuisance animal.

(C) Any owner or keeper of a dog whose dog is determined to be at large on or in any public street, alley, sidewalk, park or place, or upon private property without the permission of the owner or occupant thereof, is guilty of a misdemeanor. Notwithstanding the foregoing, the Mayor may, upon application of any person, authorize dog shows, exhibitions and dog training courses to be held upon public property and where the dogs participating therein are controlled by competent attendants and the Council may designate public areas within the City which may be used, subject to such rules and regulations as may be prescribed, for the training or exercise of dogs. Dogs within such areas need not be controlled by leash, but shall

be under the control of a responsible person and controlled by whistle, voice or other effective command. Notwithstanding the foregoing, it shall be unlawful for any person ~~who~~ to allows a dog under leash to be in any public park or recreation area designated by the Council as a public area in which dogs are not allowed, ~~is guilty of a misdemeanor,~~ unless the dog is a ~~licensed~~ service dog or is a participant in an approved dog show, exhibition or dog training course, or is otherwise allowed by law or regulation in such an area. Such areas shall be specifically designated by resolution of the Council and a sign giving notice of such prohibition shall be posted at each vehicular entrance to such public area.

(D~~C~~) It shall be unlawful for a~~A~~ny owner or keeper of any female dog in heat to allow such dog ~~determined~~ to be at large. It shall be unlawful for the owner or keeper of such a dog ~~or who~~ to fails to confine or enclose ~~the~~ such dog in ~~such~~ a manner ~~as to~~ that precludes other dogs from breeding, the female dog ~~or from being attracted to such female dog.~~ ~~, is guilty of a misdemeanor.~~

(E~~D~~) It shall be unlawful for a~~A~~ny person ~~who~~ to lets to the owner or keeper of a female dog any dog, except within an enclosure so arranged as to obstruct such animal completely from the view of all persons who have no proprietary interest in the breeding of such animals~~, is guilty of a misdemeanor~~.

SECTION 6. Section 5-6-11 of the City Code of the City of Idaho Falls, Idaho, is hereby amended, as follows:

5-6-11 CONTROL OF CATS:

(A) Cat nuisances include but are not limited to excessive noise, soiling of public property and of private property not owned or rented by the pet owner, and noxious odors or unsanitary conditions caused by failure to clean the cat's resident property.

(B) Cats must be prevented from causing a nuisance by howling in a habitual, consistent, or persistent manner that repeatedly disturbs the peace of the neighborhood.

(C) Owners must take steps to prevent feces deposits by their cats on public property, public and private rights-of-way, and private property not owned or rented by the animal owner and prevent them from continually spraying or depositing urine on lawns and landscaping that causes damage to grasses, flowers, shrubs, etc.

(D) Animal Services shall investigate each complaint and issue a warning letter to the cat owner on the first offense. A citation may be issued on subsequent offenses.

(E) Impoundment of Unlicensed Cats. All impounded cats not licensed or not identified by tag or microchip, shall be retained in the Animal Services Shelter for a minimum of three (3) business days. At any time during this period, the owner or keeper of such cat may redeem it by procuring a microchip and by paying an impound fee plus a boarding fee as set forth in this Chapter. Any cat that is identified by a shelter personnel as "feral" or "wild" shall not be required to be held for the three (3) day period.

(F) Impoundment of Licensed Cats. All impounded cats which are licensed or otherwise identified with a tag or microchip or whose owner is known shall be retained in the Animal Control Shelter for a minimum period of five (5) days after the owner is notified of the impoundment. As soon as reasonably possible following impoundment of such cat, the Animal Services Manager shall give notice of the impoundment to the owner of the cat, either in writing, by telephone or by personal notification. The Animal Services Manager shall keep a record of the date, time and manner of giving notice, with respect to each impounded cat. At any time during the said five (5) day period the owner may redeem the cat by procuring a microchip and paying an impound fee plus a boarding fee as set forth in this Chapter. The five (5) day period shall commence to run at noon on the day following the date notice is given.

(G) Spaying and Neutering. Any cat adopted from the Animal Control Shelter shall be spayed or neutered by a licensed veterinarian either prior to adoption, or within thirty (30) days of adoption, or as soon after the cat is old enough to be spayed or neutered. If the cat is not already spayed or neutered, the adopter shall agree to provide evidence of spaying or neutering to the Animal Control Shelter within thirty (30) days. For cats determined by a licensed veterinarian to be too young to be spayed or neutered within thirty (30) days of adoption, proof of spaying or neutering shall be provided by the cat's owner within thirty (30) days of the age the cat became eligible for spaying or neutering, which date shall be designated on the adoption paperwork.

(HG) Unclaimed Cats. The ownership of any cat not redeemed within the periods of time herein stated shall be forfeited and the cat may be sold thereafter by the Animal Services Manager to any person.

(IH) No cat shall be released from the Animal Services Shelter unless the cat is microchipped under this Chapter.

(JI) Disposal of Cats. If any cat is not redeemed or sold, the cat may be humanely destroyed and the carcass disposed of in any lawful manner.

SECTION 7. Section 5-6-12 of the City Code of the City of Idaho Falls, Idaho, is hereby amended, as follows:

5-6-12: UNLAWFUL INTERFERENCE:

It shall be unlawful for aAny person ~~who~~ to hinders, or interferes with any City Police or Animal Services officer who is seizing any animal, euthanizing the same, or removing the carcass under this Chapter. ~~is guilty of a misdemeanor.~~

SECTION 8. 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. The remaining Sections of Title 5, Chapter 6, shall be in full force and effect.

SECTION 9. 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 10. 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 11. 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 _____, 2014.

CITY OF IDAHO FALLS, IDAHO

_____
REBECCA L. NOAH CASPER, MAYOR

ATTEST:

_____
ROSEMARIE ANDERSON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, ROSEMARIE ANDERSON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

"AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SECTIONS 5-6-1; 5-6-6; 5-6-7; 5-6-9; 5-6-10; 5-6-11; AND 5-6-12 OF THE IDAHO FALLS CITY CODE, TO REQUIRE SPAYING AND NEUTERING OF A DOG OR CAT ADOPTED FROM THE ANIMAL CONTROL SHELTER; ALLOWING ACCOMODATION OR VARIATION WHERE REQUIRED BY LAW; ALLOWING IMPOUNDMENT OF A NUISANCE ANIMAL; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
ROSEMARIE ANDERSON, CITY CLERK

Idaho Falls Power

A Division of the City of Idaho Falls *"A community with its own kind of energy"*

Reliable Public Power Provider

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: June 24, 2014

Re: Bid Award for Old Lower Plant Runner Project

Attached for your consideration is the bid tabulation for the Old Lower Plant Runner Project. City Council accepted the bidder prequalification list on May 8, which resulted in two bidders being prequalified. Only one of those prequalified bidders responded to the bid. That bid has been reviewed by our engineer, Mooney Consulting. It falls within the engineer's estimate and meets the bid requirements for the project.

The project involves fabrication of new runners and appurtenances at the Old Lower Plant as part of the refurbishment of that facility.

Idaho Falls Power recommends that the City Council award the bid to CHEC in the amount of $786,000.

JRF/598

C: City Clerk
City Attorney
Municipal Services - Purchasing
File

PO Box 50220
140 S Capital
Idaho Falls ID 83405

Phone: 208-612-8430
Fax: 208-612-8435
www.ifpower.org

CITY OF IDAHO FALLS

PO BOX 50220
IDAHO FALLS, ID 83405-0220
Phone 208-612-8433

Purchasing Office

Closing Date: June 17th, 2014

TABULATION
Old Lower Turbine Rehabilitation
IF-14-19

Vendor	1) China Huadian Engineering Co., Ltd
Certificate of Eligibility	x
Kaplan Turbine Runner	$476,000
Manual Runner Adjustable Mechanism (Gear Box)	$70,000
Main Turbine Shaft	$110,000
Turbine Inner Cover	$8,000
Turbine Bearing	$80,000
Turbine Shaft Seal	$10,000
Coupling Bolt Between Turbine and Generator Shaft	$30,000
Runner Template for Maintenance Use	$2,000
TOTAL	**$786,000.00**

Engineering estimate - $800,000

Idaho Falls Power

A Division of the City of Idaho Falls

"A community with its own kind of energy"

Reliable Public Power Provider

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Bear Prairie, Assistant General Manager

DATE: June 19, 2014

Re: BPA Power Sales Agreement, Exhibit G, Revision 1.

Attached is Revision No. 01 of Exhibit G, to Idaho Falls Power's Power Sales Agreement with the Bonneville Power Administration. BPA revised section 3.2 of Exhibit G to allow less than one-year notice, on a case-by-case basis, for customers acquiring or purchasing a non-federal resource to serve load.

The revision affords Idaho Falls Power additional flexibility in timing for integrating potential new resources to load. This has been reviewed by the City Attorney. Idaho Falls Power respectfully requests City Council approve Exhibit G, Revision No. 1 of BPA Contract number 09PB-13056 and authorize the Mayor to execute the document.

BP/146

Cc: City Clerk
City Attorney
File

PO Box 50220
140 S Capital
Idaho Falls ID 83405

Phone: 208-612-8430
Fax: 208-612-8435
www.ifpower.org

Revision No. 1, Exhibit G
PRINCIPLES OF NON-FEDERAL TRANSFER SERVICE
Effective July 31, 2014

This revision updates section 3.2 to allow for, on a case-by-case basis, less than one-year notice prior to Idaho Falls acquiring or purchasing a non-federal resource.

As provided by section 14.6.7 of the body of this Agreement and BPA's Long-Term Regional Dialogue Final Policy, July 2007, or any other later revision of that policy, if Idaho Falls acquires non-federal resources to serve its retail load above its established RHWM, then BPA's support and assistance to Idaho Falls regarding transfer service for its non-federal resources shall be consistent with the following principles:

1. **ESTABLISHED CAPS AND LIMITATIONS**
BPA shall provide financial support for the transmission capacity associated with non-federal resource purchases to all Transfer Service customers up to a maximum of 41 megawatts per fiscal year, cumulative over the duration of this Agreement. This cumulative megawatt limit is shown in the table below.

Fiscal Year	Per Year MW Limit	Cumulative MW Limit
FY 2012	41	41
FY 2013	41	82
FY 2014	41	123
FY 2015	41	164
FY 2016	41	205
FY 2017	41	246
FY 2018	41	287
FY 2019	41	328
FY 2020	41	369
FY 2021	41	410
FY 2022	41	451
FY 2023	41	492
FY 2024	41	533
FY 2025	41	574
FY 2026	41	615
FY 2027	41	656
FY 2028	41	697

2. Application of section 14.6.7 of the body of this Agreement shall be on a first come, first served basis in each year based on the date each request is received by BPA. Requests not met, in whole or in part, in any Fiscal Year will have priority over subsequent requests the following year. Once granted, BPA shall honor such request for the duration of the resource acquisition period, not to exceed the term of this Agreement.

3. PROCESS AND PARAMETERS FOR INITIALLY CHOOSING A NON-FEDERAL RESOURCE

3.1 BPA obtains Transfer Service from Third Party Transmission Providers pursuant to OATT Network Integration Transmission Service. Additionally, BPA acquires firm transmission for all load service obligations incurred. Therefore, BPA shall, on behalf of Idaho Falls, pursue Network Resource designation, as defined in the FERC OATT for Idaho Falls' non-federal resource. BPA shall provide all information the Third Party Transmission Provider requires to evaluate the Network Resource designation request. Idaho Falls shall provide all relevant information BPA determines is required to submit an application for designation of the resource as a Network Resource per section 29 of the OATT, or its successor.

3.2 Idaho Falls shall notify BPA of its intent and/or actions to acquire or purchase a non-federal resource at least one year prior to delivery. Such acquisition or purchase shall be for a period of no less than one year in duration. On a case by case basis, BPA may, but is not obligated to, consider notifications made less than one year prior to delivery.

3.3 If BPA's existing Transfer Service to Idaho Falls is pursuant to a non-OATT contractual arrangement, then BPA shall pursue all reasonable arrangements, including but not limited to OATT service, sufficient to enable Idaho Falls to utilize the non-federal resource to serve its load.

3.4 BPA shall not be liable to Idaho Falls in the event that Network Resource designation cannot be obtained.

3.5 BPA shall only obtain or pay for Transfer Service for Idaho Falls' non-federal resource if it is designated as a Network Resource under the Third Party Transmission Provider's OATT with a commitment of at least one year. The limitations in this principle 3 do not pertain to market purchases and the use of secondary network transmission, which are addressed below in principle 15.

4. Idaho Falls shall provide BPA all information BPA determines is reasonably necessary to administer firm network transmission service over the Third Party Transmission Provider's system.

5. BPA shall pay only the capacity costs associated with transmission service to Idaho Falls over transmission facilities of the Third Party Transmission Provider that either: (1) interconnect directly to Idaho Falls' facilities or (2) interconnect to BPA transmission facilities which subsequently interconnect with Idaho Falls' facilities. Idaho Falls shall arrange for, and pay any costs associated with, the delivery of non-federal power to an interconnection point with the Third Party Transmission Provider, including obtaining and paying for firm transmission across all intervening transmission systems.

6. Idaho Falls shall pay a portion of the costs of all Ancillary Services necessary to deliver any non-federal resource to serve its load. The Ancillary Service costs imposed by the Third Party Transmission Provider shall be apportioned between BPA and Idaho Falls based on either:

(1) metered/scheduled quantities of the non-federal resource, expressed as a percentage of total load, multiplied by the total costs assessed BPA by the Third Party Transmission Provider; or

(2) actual charges assessed by the Third Party Transmission Provider.

However, BPA shall treat the cost of load regulation service consistent with the load regulation service cost as described in section 14.6.1(1) of the body of this Agreement. BPA shall be responsible for the cost of generation supplied reactive power, and Idaho Falls shall be responsible for any generation imbalance costs, if any, related to Idaho Falls' non-federal resource.

7. Idaho Falls shall be responsible for the costs of all other transmission services for non-federal deliveries not included in principles 5 and 6 above, including, but not limited to: redispatch, congestion management costs, system and facility study costs associated with adding the non-federal generation as a Network Resource, direct assigned system upgrades, distribution and low-voltage charges, if applicable and real power losses.

8. Idaho Falls shall be responsible for all costs of interconnecting generation to a transmission system.

9. Idaho Falls shall be responsible for acquiring transmission services from BPA, including wheeling for non-federal resources. If Idaho Falls does not require transmission services from BPA for wheeling non-federal resources, then Idaho Falls shall be responsible for a pro rata share of the Third Party Transmission Provider transmission costs that BPA incurs to serve Idaho Falls.

10. Idaho Falls shall be responsible for all integration services to support its non-federal resources:

(1) in accordance with all requirements of the host Balancing Authority and/or Third Party Transmission Provider, and

(2) which are necessary for designation of the non-federal resource as a Network Resource.

11. As necessary, Idaho Falls shall meet all resource metering requirements including compliance with BPA standards and any requirements of the generation host Balancing Authority and/or Third Party Transmission Provider.

12. The Parties shall cooperate to establish the protocols, procedures, data exchanges or other arrangements the Parties deem reasonably necessary to support the transmission of Idaho Falls' non-federal resource.

13. Unless otherwise agreed, Idaho Falls shall be responsible for managing any non-federal resource consistent with Exhibit F.

14. BPA shall have no obligation to pay for Transfer Service for non-federal power to serve any portion of Idaho Falls' retail load that Idaho Falls is obligated to serve with federal power pursuant to this Agreement.

15. Once Idaho Falls' non-federal resource has been designated as a Network Resource, BPA will not undesignate Idaho Falls' Network Resource for marketing purposes. Also, once such Network Resource designation has been made, Idaho Falls may make market purchases to displace the Network Resource, which BPA shall schedule on secondary network service, provided that:

(1) such market purchases are at least one day in duration;

(2) the megawatt amount of the market purchase does not exceed the amount of the designated Network Resource that Idaho Falls would have scheduled to its load;

(3) such market purchases are only scheduled in preschedule consistent with section 4.1 of Exhibit F;

(4) Idaho Falls does not, under any circumstances, remarket its designated Network Resource or perform any other operation that would cause BPA to be in violation of its obligations under the Third Party Transmission Provider's OATT;

(5) Idaho Falls is responsible for any additional energy imbalance, redispatch, and/or UAI charges that result from a transmission curtailment that impacts the resulting secondary network schedule; and

(6) any RSS products that Idaho Falls has purchased from BPA are not applied to the market purchase(s).

16. These principles will be the basis for a separate agreement BPA shall offer to Idaho Falls to support the Transfer Service of Idaho Falls' non-federal resource. BPA shall include terms specific to a particular non-federal resource in exhibits to the separate agreement, with a separate exhibit for each non-federal resource. Idaho Falls is under no obligation to accept this separate agreement or the exhibit for the particular non-federal resource and BPA is not bound to acquire or pay for Transfer Service for non-federal resources if Idaho Falls does not accept the separate agreement or the exhibit for the particular non-federal resource.

17. BPA shall recover the costs associated with any agreements with Idaho Falls reached under these principles pursuant to BPA's Wholesale Power Rate Schedules and GRSPs.

18. SIGNATURES

The Parties have executed this revision as of the last date indicated below.

CITY OF IDAHO FALLS DBA IDAHO FALLS POWER	UNITED STATES OF AMERICA Department of Energy Bonneville Power Administration
By _____	By _____
Name _____ *(Print/Type)*	Name Nancy Schimmels *(Print/Type)*
Title _____	Title Account Executive
Date _____	Date _____

(PSE-W:\POWER\CONTRACT\CUSTOMER\IDAHO FALLS\13056\Exh G\13056 Exh G R 1) 06/09/14

Idaho Falls Power

A Division of the City of Idaho Falls

"A community with its own kind of energy"

Reliable Public Power Provider

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Bear Prairie, Assistant General Manager

DATE: June 19, 2014

Re: Bonneville Power Administration Enabling Agreement.

Attached is the agreement to enable Idaho Falls Power to transact non-requirements federal power with the Bonneville Power Administration (BPA). This agreement will allow Idaho Falls Power to buy and sell wholesale electricity with BPA's surplus power trading group.

These revisions have been reviewed by the City Attorney. Idaho Falls Power respectfully requests City Council approve the Enabling Agreement with BPA, Contract number 14PM-12262 and authorize the Mayor to execute the document.

BP/148

Cc: City Clerk
City Attorney
File

PO Box 50220
140 S Capital
Idaho Falls ID 83405

Phone: 208-612-8430
Fax: 208-612-8435
www.ifpower.org

Contract No. 14PM-12262

AGREEMENT TO ENABLE FUTURE PURCHASES, SALES AND EXCHANGES OF POWER AND OTHER SERVICES executed by the BONNEVILLE POWER ADMINISTRATION and CITY OF IDAHO FALLS

Table of Contents

Section		Page
1.	Term of Agreement	2
2.	Underlying Provisions	2
3.	Definitions	2
4.	Revision of Exhibits; Interpretation	3
5.	Resale Provisions	3
6.	Power Scheduling Provisions	3
7.	Termination Provisions	4
8.	Applicable Law	4
9.	Notices and Contact Information	4
10.	Entire Agreement	5
11.	Dispute Resolution	5
12.	Signatures	6

Exhibit A BPA's Wholesale Power Rate Schedules and General Rate Schedule Provisions
Exhibit B BPA Power Services Scheduling Provisions
Exhibit C Western Systems Power Pool (WSPP) Agreement

This AGREEMENT TO ENABLE FUTURE PURCHASES, SALES AND EXCHANGES OF POWER AND OTHER SERVICES (Agreement), is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and CITY OF IDAHO FALLS (Customer), a corporation incorporated under the laws of the state of Idaho. BPA and Customer are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

The Parties wish to provide a contractual mechanism for future purchases, sales and exchanges of Power (firm and nonfirm) and other products and services which the Parties may agree from time to time to make available as specified below.

This Agreement is not a present purchase, sale or exchange of such Power, or other products and services, and does not constitute any advance agreement or obligation for any Party to make available or to purchase or exchange any amount of such Power or other products and services.

BPA is authorized pursuant to law to market electric power and energy generated at various Federal hydroelectric projects in the Pacific Northwest or acquired from other resources, to construct and operate transmission facilities, to provide transmission and other services, and to enter into agreements to carry out such authority.

The Parties agree as follows:

1. TERM OF AGREEMENT

This Agreement shall become effective at 2400 hours on the date of execution (Effective Date), and shall terminate three years from the Effective Date, unless terminated earlier in accordance with the termination provisions specified in Section 7. All obligations and liabilities accrued hereunder are preserved until satisfied. Execution of this Agreement shall terminate any prior agreement to enable future purchases, sales, or exchanges of Power and other products and services between the Parties.

2. UNDERLYING PROVISIONS

Unless otherwise specified in this Agreement, all provisions required to perform either Party's obligations under this Agreement shall be as described in the Western Systems Power Pool (WSPP) Agreement, attached hereto as Exhibit C. Customer has read such terms of the current WSPP agreement and agrees to the incorporation of the terms referenced in this Agreement, and agrees to review any modification or amendments to the WSPP Agreement as shown on the WSPP website, www.wspp.org. The provisions of the WSPP agreement pertaining to WSPP membership requirements or WSPP administrative matters are not incorporated into this Agreement.

3. DEFINITIONS

Capitalized terms in this Agreement shall have the meanings defined below.

(a) "Excess Federal Power" means excess Federal power as defined in Section 508 of Public Law 104-46.

(b) "Confirmation Agreement" means an agreement, consistent with Section 32 of the WSPP Agreement, confirming a transaction for the purchase and sale of products and services under the WSPP Agreement.

(c) "Power" means Excess Federal Power or firm or nonfirm Surplus Power (or both) made available by BPA, and firm or nonfirm capacity or energy or both made available by Customer.

(d) "Surplus Power" means surplus peaking capacity, or surplus energy or both, as defined in Sections 5(f) and 9(c) of Public Law 96-501, and Sections 1(c) and 1(d) of Public Law 88-552.

4. REVISION OF EXHIBITS; INTERPRETATION

(a) **Revision of Exhibit A**
The Wholesale Power Rate Schedules and General Rate Schedule Provisions included in Exhibit A shall be replaced by successor Wholesale Power Rate Schedules and General Rate Schedule Provisions established in accordance with the provisions of Section 7(i) of the Northwest Power Act and Federal Energy Regulatory Commission rules and is available on BPA's Website.

(b) **Revision of Exhibit B**
BPA shall revise and replace Exhibit B in accordance with the provisions contained in Exhibit B.

(c) **Revision of Exhibit C**
Exhibit C shall include all future WSPP amendments and revisions, unless a Party notifies the other Party in writing that all or a portion of an amendment or revision is unacceptable within 30 days of its effective date. If either Party finds such future amendments and revisions unacceptable, then such amendments or revisions shall not be included in Exhibit C of this Agreement.

(d) **Interpretation**
In the event of a conflict between the terms of any Exhibit and the terms of the body of this Agreement, the terms of the body of this Agreement shall prevail.

5. RESALE PROVISIONS

(a) Resale by Customer of Surplus Power sold by BPA under this Agreement shall, to the extent required by law, comply with the requirements of Section 5(a) of the Bonneville Project Act, as amended (16 U.S.C. Section 832). This provision shall not apply to sales of Excess Federal Power. BPA will identify in each Confirmation Agreement that the Power it sells to the Customer is either: (1) Surplus Power; or (2) Excess Federal Power.

(b) Customer may purchase any Surplus Power under this Agreement only pursuant to Section 5(a) of this Agreement. In the event that BPA discovers that Customer violated this Section 5 in the course of its performance pursuant to a Confirmation Agreement, such Confirmation Agreement shall

be immediately terminated; *provided, however*, any and all liabilities incurred prior to such termination shall remain until satisfied.

6. POWER SCHEDULING PROVISIONS

All power transactions under this Agreement shall be scheduled and implemented in accordance with the Scheduling Provisions in Exhibit B.

7. TERMINATION PROVISIONS

Each Party shall have the right to terminate this Agreement upon 30 calendar days' written notice to the other Party; *provided, however*, that if any Confirmation Agreement between the Parties remains in effect after the termination date of this Agreement and incorporates by reference, individually or generally, provisions of this Agreement, such provisions shall survive the termination of this Agreement and be binding on the Parties until after the termination of the last such agreement.

8. APPLICABLE LAW

All transactions under this Agreement shall be subject to Federal law governing the sale, exchange, or other disposition of Power and other services, including but not limited to, Public Law 75-329 (the Bonneville Project Act, as amended, 16 U.S.C. 832 et seq.), Public Law 88-552 (the Pacific Northwest Preference Act of August 31, 1964, as amended, 16 U.S.C. 837 et seq.), Public Law 93-454 (the Federal Columbia River Transmission System Act, as amended, 16 U.S.C. 838(a) et seq.), Public Law 96-501 (Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. 839 et seq.), and Section 508 of Public Law 104-46 (codified at 16 U.S.C.A. 832m (West Cum. Ann. Pock. Pt. 1996)).

All sales of Surplus Power for use outside the Pacific Northwest under this agreement are subject to the provisions of Public Law 88-552 and Section 9(c) of Public Law 96-501, and the Parties hereby acknowledge their respective responsibilities thereunder. Pursuant to Public Law 88-552, BPA shall have the right to curtail a portion of, or terminate all of: (a) the capacity associated with a surplus firm peaking capacity sale on 60 months' written notice; or (b) the energy associated with a surplus energy sale on a 60-day written notice specifying the amounts and duration of the curtailment or termination, if such capacity and/or energy is needed to meet the capacity and/or energy requirements in the Pacific Northwest. Such curtailments to Customer shall be limited to the amounts and duration necessary to cover BPA's projected Pacific Northwest needs. The sale of capacity and/or energy to Customer under this Agreement shall continue in months during which such capacity and/or energy is not needed, as determined by BPA, in the Pacific Northwest.

9. NOTICES AND CONTACT INFORMATION

Any notice required under this Agreement that requires such notice to be provided under the terms of this section shall be provided in writing to the other Party in one of the following ways:

(a) delivered in person;

(b) by a nationally recognized delivery service with proof of receipt;

(c) by United States Certified Mail with return receipt requested;

(d) electronically, if both Parties have means to verify the electronic notice's origin, date, time of transmittal and receipt; or

(e) by another method agreed to by the Parties.

Notices are effective when received. Either Party may change the name or address for delivery of notice by providing notice of such change or other mutually agreed method. The Parties shall deliver notices to the following person and address:

If to City of Idaho Falls:

City of Idaho Falls
140 S. Capital Ave.
Idaho Falls, ID 83405
Attn: Bear Prairie
Asst. General Manager
Phone: 208-612-8429
FAX: 208-612-8435
E-Mail: bprairie@ifpower.org

If to BPA:

Bonneville Power Administration
905 NE 11th Ave.
P.O. Box 3621
Portland, OR 97208-3621
Attn: John D. Wellschlager
Account Executive
Phone: 503-230-5944
FAX: 503-230-3681
E-Mail: jdwellschlager@bpa.gov

10. ENTIRE AGREEMENT

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

11. DISPUTE RESOLUTION

Notwithstanding anything to the contrary in the WSPP Agreement, before initiating binding arbitration pursuant to Section 21.3(d), 22.3(e)(i), or 22.3(f) of the WSPP Agreement, or if the Parties elect to pursue binding arbitration of any other dispute, the Parties shall draft and sign an agreement which shall meet the requirements of the Administrative Disputes Resolution Act of 1996, 5 U.S.C. §§ 571-584, including the requirements to set forth the precise issue in dispute, the amount in controversy and the maximum monetary award allowed. Under no circumstances shall specific performance be an available remedy against BPA in arbitration.

12. SIGNATURES

The Parties have executed this Agreement as of the last date indicated below.

CITY OF IDAHO FALLS	UNITED STATES OF AMERICA Department of Energy Bonneville Power Administration
By _____	By _____
Name Rebecca Casper *(Print/Type)*	Name John D. Wellschlager *(Print/Type)*
Title Mayor	Title Account Executive
Date _____	Date 6/16/2014

Exhibit A
BPA'S WHOLESALE POWER RATE SCHEDULES AND GENERAL RATE SCHEDULE PROVISIONS

BPA's Wholesale Power Rate Schedules and General Rate Schedule Provisions are available on the BPA Website, www.bpa.gov.

Exhibit B
BPA POWER SERVICES SCHEDULING PROVISIONS

1. PURPOSE

Unless otherwise specified, all transactions shall be scheduled in accordance with the Western Electricity Coordinating Council (WECC), North American Energy Standards Board (NAESB), and the North American Electric Reliability Council (NERC). The purpose of this exhibit is to identify power scheduling requirements and coordination procedures necessary for the delivery of electric power products bought or sold under this Agreement.

2. PRESCHEDULING REQUIREMENTS

Final hourly Schedules must be submitted by the Customer to BPA Power Services Preschedule for the next day(s) transactions by 1100 PT of each Preschedule Day, unless otherwise agreed. After 1100 PT Preschedules can be accepted if mutually agreed to by BPA Power Services Preschedule and the Customer, and the Preschedules are accepted by the transmission provider(s).

3. REVISIONS

BPA may unilaterally revise this Exhibit

(a) to implement changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement, or

(b) to comply with requirements of WECC, NAESB, or NERC, or their successors or assigns.

BPA shall provide any written material revisions of this exhibit with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 2 days after BPA provides written notice of the revisions unless, in BPA's sole judgment, less notice is necessary to comply with an emergency change to the requirements of WECC, NAESB, NERC, or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

Exhibit C
WESTERN SYSTEMS POWER POOL (WSPP) AGREEMENT

The current WSPP Agreement is available from the WSPP Website, www.wspp.org.

Idaho Falls Power

A Division of the City of Idaho Falls

"A community with its own kind of energy"

Reliable Public Power Provider

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Bear Prairie, Assistant General Manager

DATE: June 19, 2014

Re: BPA Power Sales Agreement, Exhibit M & N Revisions #2.

Attached are two exhibit revisions to Idaho Falls Power's Power Sales Agreement with the Bonneville Power Administration. Exhibit M, Revision #2 updates section 3.3.8 of the exhibit to align the contract with how the slice customers are actually using the slice computer application. Section 3.5.4.2 was revised to move performance tests to a calendar year as opposed to BPA fiscal year, to also align with current practices.

Exhibit N, Revision #2 updates section 6 to reflect how slice customers are implementing the slice computer application. Section 9 was updated to allow customers to receive the slice output forecast one month earlier than was previously in the agreement.

These revisions have been reviewed by the City Attorney. Idaho Falls Power respectfully requests City Council approve Exhibit M & N, Revisions No. 2 of BPA Contract number 09PB-13056 and authorize the Mayor to execute the document.

BP/147

Cc: City Clerk
City Attorney
File

PO Box 50220
140 S Capital
Idaho Falls ID 83405

Phone: 208-612-8430
Fax: 208-612-8435
www.ifpower.org

Revision No. 2, Exhibit M
SLICE COMPUTER APPLICATION
Effective June 15, 2014

This revision updates the exhibit to align contract provisions with current Slice Computer Application development and implementation processes. The following sections are being revised: section 3.3.8 and section 3.5.4.2.

Table of Contents

Section			Page
1.	Slice Computer Application – General Description		1
2.	Definitions		2
3.	Slice Water Routing Simulator		2
	3.1	General Description	2
	3.2	Simulator Parameters	4
	3.3	Idaho Falls' Customer Inputs and Use of the Simulator	5
	3.4	Simulator Output	6
	3.5	Simulator Documentation, Performance Test, and Accuracy	7
	3.6	Forecasted H/K, Corrected H/K, Bypass Spill, and Fish Spill	12
	3.7	Calculation and Application of the Hydraulic Link Adjustment	13
4.	Balance of System Module		14
	4.1	BOS Base Amount	14
	4.2	BOS Flex Amount	14
	4.3	BOS Deviation Return Amounts	15
	4.4	Additional Energy Amounts	15
	4.5	Total BOS Amounts	16
5.	Default User Interface		16
6.	SCA Reports		16
7.	Hourly Delivery Request		17
8.	SCA Trial Periods		17
9.	Revisions		18

1. SLICE COMPUTER APPLICATION – GENERAL DESCRIPTION

The Slice Computer Application (SCA) is a proprietary BPA computer application developed and maintained by BPA in consultation with Idaho Falls and other SIG members. The Slice Computer Application consists of the Slice Water Routing Simulator, the Balance of System Module, the Default User Interface, and other related processes used for scheduling, tagging, and accounting of Slice Output and communication of information, all as described below.

The Slice Computer Application is used to determine Idaho Falls' hourly Slice Output Energy amounts that will be made available by Power Services for delivery to Idaho Falls. The total amount of Slice Output Energy to be scheduled each hour is comprised of the results of the Simulator and the BOS Module, as set forth in section 7 of this exhibit.

In the event Exhibit O is implemented pursuant to section 5.10.3.2 of the body of this Agreement, only sections 3.5, 5, 8, and 9 of this Exhibit M shall be in effect as long as Exhibit O remains in effect.

2. DEFINITIONS

The following definitions apply only to this Exhibit M.

2.1 "Algorithm Tuning Parameters" means factors, coefficients, or variables that are embedded within Simulator algorithms or formulas and are adjusted by Power Services as needed to appropriately implement provisions of this Agreement.

2.2 "Bypass Spill" means Spill that occurs at a hydroelectric project associated with lock operations, leakage and fish bypass systems.

2.3 "Forced Spill" means Spill other than Bypass Spill, Elective Spill, or Fish Spill that occurs at a hydroelectric project and is unavoidable in order to operate the project within applicable Operating Constraints.

2.4 "Incremental Side Flows" means the portion of a hydroelectric project's natural inflow that enters the river on which the project is located between that project and the next-upstream project.

2.5 "Logic Control Parameters" means flags or toggles that are embedded within the Slice Computer Application logic and are set by Power Services as needed to appropriately implement provisions of this Agreement.

2.6 "Simulator Initialization Time" means the date and time that represents the beginning of the first one-hour period of the Simulator Modeling Period.

2.7 "Simulator Modeling Period" means the variable time period represented by the Simulator output, including between 216 and 241 one-hour time periods, as described in section 3.1.2 of this exhibit.

3. SLICE WATER ROUTING SIMULATOR

3.1 General Description

The Simulator is designed to determine Idaho Falls' potential range of available Simulated Output Energy Schedules and Delivery Limits associated with the Simulator Projects. Idaho Falls shall utilize the Simulator to simulate the routing of available stream flow through the Simulator Projects in compliance with established Simulator Parameters. Power Services is responsible for establishing and managing Simulator Parameters within the Simulator, pursuant to section 3.2 of this exhibit, and Idaho Falls is responsible for establishing and managing Customer Inputs within the Simulator, pursuant to section 3.3 of this exhibit. Idaho Falls shall use the Slice Computer Application to determine and make its requests for Slice Output Energy scheduled from Power Services.

3.1.1 Idaho Falls shall have access to the Simulator for the purpose of running various Simulated Operating Scenarios.

3.1.2 The Simulator shall be designed to produce Simulated Operating Scenarios in one-hour time periods for no less than 216 hours and no more than 241 hours, depending upon the Simulator Initialization Time. The one-hour time periods shall begin with the hour that begins with the Simulator Initialization Time and will continue for the remaining hours of that calendar day plus the subsequent nine calendar days.

3.1.3 The Simulator shall incorporate approximate hydraulic time lags between Simulator Projects.

3.1.4 The Simulator shall reflect the application of all Operating Constraints in effect for each Simulator Project, including compliance with Operating Constraints in effect at downstream projects.

3.1.5 The Simulator shall calculate simulated inflows to Grand Coulee based upon forecast (or measured when available) discharges from upstream projects plus forecast Incremental Side Flows between those projects and Grand Coulee, as adjusted for forecast Banks Lake irrigation pumping flows.

3.1.6 The Simulator shall compute the simulated Grand Coulee discharge, generation, and forebay elevation based on Idaho Falls' Customer Inputs and shall use such computed discharge to establish Idaho Falls' simulated Chief Joseph inflow, given appropriate time lags, and as adjusted for forecast Chief Joseph Incremental Side Flows.

3.1.7 The Simulator shall calculate simulated inflows to McNary based upon forecast (or measured when available) discharges from Priest Rapids and Ice Harbor after considering approximate hydraulic time lags between those projects and McNary, as adjusted for forecast McNary Incremental Side Flows. The Simulator shall also incorporate Idaho Falls' Hydraulic Link Adjustment, pursuant to section 3.7 of this exhibit, into Idaho Falls' simulated McNary inflow.

3.1.8 The Simulator shall compute the simulated McNary discharge, generation, and forebay elevation based on Idaho Falls' Customer Inputs and shall use such computed discharge to establish Idaho Falls' simulated John Day inflow, given appropriate time lags, and as adjusted for forecast John Day Incremental Side Flows.

3.1.9 The Simulator will compute the simulated discharge, generation and forebay elevations for John Day, The Dalles and Bonneville, as well as simulated inflows into The Dalles and Bonneville for Idaho Falls, in the manner described in section 3.1.8 above.

3.1.10 The Simulator will not be designed to accept aggregated Customer Inputs for the LCOL Complex or the Coulee-Chief Complex. Idaho Falls may develop aggregated Customer Inputs for use in its in-house processes but must translate such aggregated Customer Inputs into individual Customer Inputs for each Simulator Project to enable the Slice Computer Application to validate Idaho Falls' simulated operation of individual Simulator Projects against Operating Constraints.

3.2 Simulator Parameters

Power Services shall establish, monitor and update the Simulator Parameters, as specified in this section 3.2, applicable to each Simulator Project to reflect: (1) Operating Constraints in effect or to take effect at the actual Tier 1 System Resource, and (2) forecast system conditions used by BPA in the operation of the Tier 1 System Resources, for the entire Simulator Modeling Period. Power Services shall designate each Operating Constraint established as a Simulator Parameter as either an Absolute Operating Constraint, a Hard Operating Constraint, or a Soft Operating Constraint. The simulated operating capability available from the Simulator Projects as affected by the Simulator Parameters shall reasonably represent the actual operating capability available from the Tier 1 System Resources that comprise the Simulator Projects as affected by the associated Operating Constraints. To the maximum extent practicable, Power Services shall monitor the operating conditions that affect the Simulator Projects and shall revise the Simulator Parameters as necessary to reflect changes.

3.2.1 Power Services shall have the right to revise Simulator Parameters affecting each Scheduling Hour up to one hour prior to the beginning of each such Scheduling hour. For example, Power Services shall have the right to revise Simulator Parameters affecting Scheduling Hour 13 up until 11:00 a.m.

3.2.2 The Simulator Parameters shall include:

(1) Hourly regulated inflows (Grand Coulee and McNary only);

(2) Hourly Incremental Side Flows;

(3) Initial forebay elevations;

(4) Water to energy conversion factors (H/Ks);

(5) Content to elevation conversion tables;

(6) Project turbine capacities;

(7) Spill limitations and requirements, including Bypass Spill quantities;

(8) Generation limitations and requirements;

(9) Discharge limitations and requirements as needed to meet both discharge and tailwater elevation requirements;

(10) Forebay limitations and requirements;

(11) System wide requirements that affect the Simulator Projects (e.g. Vernita Bar, chum spawning, or Operating Reserves);

(12) Algorithm Tuning Parameters;

(13) Logic Control Parameters that affect the Simulator Projects (e.g. CGS Displacement election, PSB enforcement flag, etc.); and,

(14) Simulator Parameters as implemented pursuant to section 5.12 of the body of this Agreement and included in the specification manual described in section 3.5.1 of this exhibit.

3.3 **Idaho Falls' Customer Inputs and Use of the Simulator**
Idaho Falls shall be responsible for accessing the Simulator and submitting at least one Customer Input for each of the Simulator Projects for each one-hour time period for the entire Simulator Modeling Period. Idaho Falls is required to submit Customer Inputs to the Simulator separately from all other Slice Customers' Customer Inputs.

3.3.1 Customer Inputs shall include:

(1) Generation requests;

(2) Elevation requests;

(3) Discharge requests; and,

(4) Customer Inputs as implemented pursuant to section 5.12 of the body of this Agreement and included in the specification manual described in section 3.5.1 of this exhibit.

3.3.2 Customer Inputs shall be stated in terms of whole project capability rather than Idaho Falls' Slice Percentage of project capability.

3.3.3 The Simulator shall apply a fixed prioritization of Customer Inputs among generation, elevation, and discharge requests.

3.3.4 Upon submission to Power Services, the Simulator shall process Idaho Falls' Customer Inputs to determine a Simulated Operating Scenario. The simulated generation values resulting from each Simulated Operating Scenario shall represent Idaho Falls' potential Simulated

Output Energy Schedules. Simulated Output Energy Schedules are not considered schedules for power delivery.

3.3.5 For each Simulated Operating Scenario the Slice Computer Application will provide Idaho Falls with a report stating for each Simulator Project: (1) the resulting simulated generation, discharge and elevation values, (2) which, if any, Absolute or Hard Operating Constraints limited the Simulated Operating Scenario, and (3) which, if any, Absolute or Hard Operating Constraints were violated.

3.3.6 If Idaho Falls submits Customer Inputs for a Simulated Operating Scenario that would otherwise result in violations of one or more Absolute or Hard Operating Constraints, the Simulator shall, to the extent possible, establish a Simulated Operating Scenario that conforms to the Absolute or Hard Operating Constraints. In such event, Idaho Falls shall make the election to either cancel the submission of its Customer Inputs or accept the results of the Simulated Operating Scenario.

3.3.7 Idaho Falls shall have the right to modify and submit to Power Services its Customer Inputs for each Scheduling Hour within the scheduling deadline established in section 4.1 of Exhibit F. As of the scheduling deadline prior to each Scheduling Hour, the Simulator shall process the Customer Inputs last submitted by Idaho Falls to determine Idaho Falls' final Simulated Operating Scenario and associated final Simulated Output Energy Schedules, which shall be the basis of Idaho Falls' Delivery Request, as described in section 7 of this exhibit, for each such Scheduling Hour.

3.3.8 At least once per day, Idaho Falls shall be required to produce a final Simulated Operating Scenario that demonstrates all Simulator Projects are in compliance with all applicable Operating Constraints for the duration of the Simulator Modeling Period. Idaho Falls may elect to produce more than one such Simulated Operating Scenario during a day. Power Services may suspend this requirement during periods when Power Services determines Idaho Falls is not able to comply due to conflicting Operating Constraints.

3.3.9 Power Services shall provide Idaho Falls with access, via the Slice Computer Application, to a test version of the Simulator that can be used for scenario testing. In this test version Idaho Falls shall have the ability to modify Simulator Parameters.

3.4 **Simulator Output**

Based on the Simulator Parameters and Customer Inputs in effect, the Simulator shall produce the following results for each one-hour time period for the entire Simulator Modeling Period:

3.4.1 Idaho Falls' potential Simulated Output Energy Schedules (simulated generation), simulated discharge, and simulated forebay elevation associated with each Simulator Project.

3.4.2 A list of Customer Inputs that resulted in violation of Operating Constraints within the Simulated Operating Scenario, pursuant to section 3.3.6 of this exhibit, or that were not achieved by the Simulator, for each Simulator Project.

3.4.3 A list of Operating Constraints that were violated within Idaho Falls' simulated operation for each Simulator Project.

3.4.4 An explanation for each occurrence listed pursuant to sections 3.4.2 and 3.4.3 of this exhibit.

3.4.5 Idaho Falls' Hydraulic Link Adjustment amounts as established pursuant to section 3.7 of this exhibit.

3.5 Simulator Documentation, Performance Test, and Accuracy

3.5.1 Simulator Documentation

Power Services, with Idaho Falls' input, shall develop a Slice Water Routing Simulator (SWRS) manual with specifications describing the Simulator computations, processes and algorithms in sufficient detail to permit Idaho Falls to understand and verify the Simulator computations and accuracy of the Simulator outputs. The SWRS manual shall include, but shall not be limited to, the following:

(1) A documented list of data points, including the source systems of record, such as BPA's internal modeling tools or stream flow forecasting databases, that are accessed and used to determine Simulator Parameters;

(2) Full documentation, excluding computer code, of the processes by which the Simulator computes and produces output values;

(3) Full documentation, excluding computer code, of the Simulator functions available to Idaho Falls, including access and controls of the Simulator; and

(4) Full documentation of the data output/display processes and communication protocols associated with Idaho Falls' computer systems.

3.5.2 If requested, Power Services may provide Idaho Falls assistance in developing an operational manual to explain how the Simulator is to be operated by Idaho Falls. After a reasonable period of time (as determined by Power Services) following the SCA Implementation

Date, Power Services may charge Idaho Falls for any such assistance Power Services provides.

3.5.3 **Simulator Performance Test**

Power Services shall conduct the Simulator Performance Test specified in this section 3.5.3 of this exhibit, and as required pursuant to section 5.10.4 of the body of this Agreement and section 3.5.4.2 of this exhibit.

3.5.3.1 **Storage Content Test**

Using actual stream flows (including calculated Incremental Side Flows), operating constraints, initial monthly Simulator Project forebay elevations, and Simulator Project discharges for the months of January through September 2010, as input parameters, Power Services shall produce Simulated Operating Scenarios for each month of that period. Power Services shall compute the hourly Storage Content difference for each Simulator Project as the difference between the simulated Storage Content and the actual Storage Content for each such Simulator Project for each hour of the test period. For each month of the test period, a Simulator Project will have passed the Storage Content test if: (1) the hourly Storage Content difference is greater than the Storage Content value contained in column A of the table below on no more than 4 percent of the hours in the month; and, (2) no hourly Storage Content difference during the month is greater than the lesser of (i) the Storage Content value contained in column B of the table below or (ii) one-half of the applicable monthly available Storage Content. If a Simulator Project fails either of these tests for a month, then such Simulator Project will have failed the Storage Content test for such month.

Simulator Project	Column A	Column B
Grand Coulee	5 ksfd	15 ksfd
Chief Joseph	5 ksfd	11.5 ksfd
McNary	5 ksfd	15 ksfd
John Day	5 ksfd	15 ksfd
The Dalles	5 ksfd	12.5 ksfd
Bonneville	5 ksfd	15 ksfd

The overall Storage Content test will be deemed to have failed if one or more of the following occurs:

(1) Grand Coulee fails the test in one or more of the nine months;

(2) More than 25 percent of the 54 monthly tests fail;

(3) Four or more Simulator Projects fail the test in any single month; or

(4) Any of the Simulator Projects fail the test in all 9 months.

3.5.3.2 **Energy Test**

Using actual stream flows (including calculated Incremental Side Flows), operating constraints, initial monthly Simulator Project forebay elevations, Simulator Project discharge values, and Simulator Project H/Ks for the months of January through September 2010, as input parameters, Power Services shall produce Simulated Operating Scenarios for each month of that period. Power Services shall compute the daily and monthly differences between the simulated generation and actual generation for each Simulator Project. For each month of the test period, a Simulator Project will have passed the energy test if: (1) for each day of the month the daily generation difference is no greater than 5 percent of the associated Simulator Project's actual daily generation; and, (2) the monthly generation difference is no greater than 3 percent of the associated Simulator Project's actual monthly generation. The overall energy test will be deemed to have failed if one or more of the following occurs:

(1) Grand Coulee fails the test in one or more of the 9 months;

(2) More than 25 percent of the 54 monthly tests fail;

(3) Four or more Simulator Projects fail the monthly test in any single month; or

(4) Any of the Simulator Projects fail the test in all 9 months.

3.5.3.3 **Peaking Test**

Power Services shall produce a separate Simulated Operating Scenario as specified below, for the hottest consecutive 3-day period and the coldest consecutive 3-day period that occurred during the period January through September 2010.

The 3-day test periods shall be determined by Power Services based on the weighted-average temperatures for three major load centers: Portland, Seattle, and Spokane. The weighted-average temperatures for these load centers will be determined as follows:

(1) Each city's daily maximum and daily minimum temperature will be averaged;

(2) The resulting day-average temperature from each city will be weighted by applying load center percentage weightings, which will be determined by Power Services and will sum to 100 percent for the three cities; and

(3) The resulting weighted day-average temperatures for each city will then be combined to determine each day's weighted-average load center temperature.

The daily weighted-average load center temperatures will be averaged for each consecutive 3-day period for the January through September 2010 period. The lowest such average will establish the coldest 3-day period and the highest such average will establish the hottest 3-day period.

The Simulated Operating Scenarios will be developed using actual stream flows (including calculated Incremental Side Flows), operating constraints, and initial Simulator Project forebay elevations from the 3-day test periods as input parameters. Each Simulator Project's hourly generation request will be set equal to such Simulator Project's actual generation value from the representative test periods. Power Services will compare each of the Simulator Project's simulated hourly generation values to such Simulator Project's actual hourly generation values for each of the 6 peak hours on any of the test days. The 6 peak hours shall be established as the 6 hours with the largest combined actual Simulator Project generation each day. The peaking test will be deemed to have failed if either of the following occurs:

(1) The Simulator Projects' combined simulated generation value deviates from the Simulator Projects' combined actual generation value by more than 200 aMW over the 6 peak hours on any of the test days; or

(2) The Simulator Projects' combined simulated generation value deviates from the Simulator Projects' combined actual generation value by more than 400 MW on any of the 6 peak hours on any of the test days.

3.5.3.4 **Ramp Down Test**

Using actual stream flows (including calculated Incremental Side Flows), operating constraints, initial Simulator Project forebay elevations, and Simulator Project generation values from the dates specified below as input parameters, Power

Services shall develop a separate Simulated Operating Scenario for each specified date. Power Services shall compute the difference between the simulated Grand Coulee generation change and the actual Grand Coulee generation change for each two consecutive hours between Scheduling Hour 20 and Scheduling Hour 02 for each study day. The ramp down test will be deemed to have failed if one or more of the following occurs:

(1) The difference between the simulated and actual Grand Coulee generation change is greater than 300 MW on any two consecutive hours between Scheduling Hour 20 and Scheduling Hour 02, on any ramp down test date;

(2) The average difference between the simulated and actual Grand Coulee generation change is greater than 100 MW for each two consecutive hours between Scheduling Hour 20 and Scheduling Hour 02 on any ramp down test date.

(3) The ramp down test dates will be:
January 7-8 (Th-F) and 16-17 (Sa-Su), 2010,
February 4-5 (Th-F) and 24-25 (W-Th), 2010,
March 10-11 (W-Th) and 22-23 (M-Tu), 2010,
April 2-3 (F-Sa) and 19-20 (M-Tu), 2010,
May 6-7 (Th-F) and 27-28 (Th-F), 2010,
June 9-10 (W-Th) and 21-22 (M-Tu), 2010,
July 1-2 (Th-F) and 30-31 (F-Sa), 2010,
August 12-13 (Th-F) and 20-21 (F-Sa), 2010,
September 6-7 (M-Tu) and 16-17 (Th-F), 2010.

3.5.3.5 **Changes to Simulator Performance Test Criteria**
If the Simulator Performance Test fails, and after Power Services discusses the results of the test with Idaho Falls, and the Parties agree the test criteria is unreasonable, inappropriate, or unattainable, then the Parties may mutually agree to either deem the Simulator Performance Test as having passed, or alter the test criteria prior to conducting subsequent Simulator Performance Tests.

3.5.4 **Simulator Accuracy**
Idaho Falls and Power Services acknowledge that model errors are inevitable. No cumulative accounting of model error impacts shall be required or established.

3.5.4.1 To minimize such errors Power Services shall ensure Simulator Parameters established for the Simulator reasonably reflect the expected values for forecasted inflows and Operating Constraints and that the Simulator

reasonably represents the operational attributes of the Simulator Projects. Power Services shall develop a process to account and correct for differences between forecasted and measured inflows and H/K values reflected in the Simulator in an effort to minimize cumulative deviations. Idaho Falls shall accept such inputs and corrections, and shall ensure that Customer Inputs established for the Simulator reasonably reflect Idaho Falls' intended use of hourly scheduling flexibility within the established Delivery Limits.

3.5.4.2 As an ongoing check of the Simulator's accuracy, Power Services shall run a retrospective Simulator Performance Test, as described in section 3.5.3 of this exhibit, each calendar year during the term of this Agreement beginning with calendar year 2012. The Simulator accuracy criteria for each Simulator Performance Test shall be set equal to actual Simulator accuracy associated with the preceding Simulator Performance Test results, unless the Parties agree otherwise through the SIG process. The specific study dates for each Simulator Performance Test shall be as agreed by the Parties. The test criteria for each Simulator Performance Test may be modified as agreed by the Parties. The results of each such test shall be made available to Idaho Falls Power by November 15 of each calendar year. The frequency of such tests may be modified by agreement of the Parties through the SIG process.

3.5.4.3 If any annual Simulator Performance Test results are not within the accuracy criteria established pursuant to section 3.5.4.2 of this exhibit, Power Services, in consultation with Idaho Falls and other members of the SIG, shall promptly implement modifications needed to bring the Simulator output in compliance with such accuracy criteria.

3.5.5 **Documentation of Simulator Updates, Upgrades, or Replacements and Idaho Falls' Required Actions**
At least 30 days prior to Power Services implementing any updates, upgrades, or replacements to the Simulator, the Simulator specifications manual described in section 3.5.1 of this exhibit shall be revised by Power Services, with Idaho Falls' input, and distributed to Idaho Falls' SIG representative. Within such 30 day period Idaho Falls shall test its systems and provide sufficient training to its staff to allow it to prudently manage the changes resulting from the updates, upgrades, or replacements.

3.6 **Forecasted H/K, Corrected H/K, Bypass Spill, and Fish Spill**

3.6.1 Power Services shall compute forecasted h/k values for each Simulator Project for use as h/k Simulator Parameters. Forecasted h/k values

shall be computed using observed turbine discharge and gross generation amounts associated with the most recent contiguous periods that include hours ending 2300 through 0600 and hours ending 0700 through 2200) separately. The forecast h/k values shall be applied to all hours of each future, like, contiguous period within the Simulator Modeling Period. Such applied forecasted h/k values shall be adjusted for each hour based upon the ratio of Idaho Falls' hourly simulated head associated with the prior hour and the observed head associated with the applicable observed contiguous period.

3.6.2 Power Services shall compute observed hourly h/k values for each Simulator Project for use in deviation accounting. Observed hourly h/k values shall be based on observed turbine discharge and gross generation amounts for each hour and shall be adjusted based upon the ratio of Idaho Falls' simulated head and the observed head for each hour. Observed hourly h/k values shall be applied to Idaho Falls' final simulated turbine discharge values associated with the same hour to determine corrected SOES amounts and h/k correction return amounts (Idaho Falls' Slice Percentage of the corrected SOES minus Idaho Falls' Slice Percentage of the final SOES). The sum of Idaho Falls' h/k correction return amounts for each hour shall be applied to Idaho Falls' Delivery Request for the Scheduling Hour that occurs 168 hours after the applicable observed hour.

3.6.3 Power Services shall apply forecasted Bypass Spill amounts to Idaho Falls' simulations for the entire Simulation Modeling Period. Power Services shall compute hourly observed Bypass Spill amounts as soon as practicable following each hour. Such hourly observed Bypass Spill amounts shall replace the forecasted Bypass Spill amounts for the Scheduling Hour that occurs 24 hours after the applicable observed hour.

3.6.4 Power Services shall monitor for differences between forecasted and observed Fish Spill amounts. Power Services shall apply adjustments to Idaho Falls' deviation account balance for differences between forecasted and observed Fish Spill amounts which equal or exceed 5% of the day-average observed Fish Spill amounts, as measured in kcfs.

3.7 Calculation and Application of the Hydraulic Link Adjustment

3.7.1 Idaho Falls' Hydraulic Link Adjustment values shall be determined for each hour of this Agreement, beginning October 1, 2011.

3.7.2 Idaho Falls' Hydraulic Link Adjustment values shall be equal to Idaho Falls' Chief Joseph simulated discharge for each hour, minus the Chief Joseph measured discharge for the same hour.

3.7.3 Idaho Falls' Hydraulic Link Adjustment values shall be applied as a component of Idaho Falls' simulated inflow to McNary after considering appropriate lag times and smoothing functions.

4. BALANCE OF SYSTEM MODULE

The BOS Module will include processes that compute: (1) the BOS Base amounts, (2) the BOS Flex amounts, (3) Idaho Falls' BOS Deviation Return amounts, and (4) Idaho Falls' Additional Energy amounts, all as specified below.

4.1 BOS Base Amount

Consistent with the following provisions, the BOS Base amount shall be determined by Power Services and provided to Idaho Falls.

4.1.1 The BOS Base amount, for each hour, shall be equal to the sum of: (1) Power Services' latest planned or scheduled generation amounts associated with the BOS Complex projects, (2) the amount of Elective Spill Power Services implements on the BOS Complex projects, (3) the amount of RHWM Augmentation, as described in Exhibit L, and (4) the forecast amount of energy associated with Tier 1 System Obligations. Tier 1 System Obligations will be netted against or added to the BOS Complex generation as appropriate. Energy associated with RHWM Augmentation included in the BOS Base amount shall be applied in equal amounts each hour of each FY.

4.1.2 Idaho Falls' hourly BOS Base schedules shall be equal to the hourly BOS Base amounts multiplied by Idaho Falls' Slice Percentage.

4.1.3 Power Services shall have the right to revise BOS Base amounts to reflect changes in items listed in section 4.1.1(1) – (4) affecting each Scheduling Hour up to one hour prior to the beginning of each such Scheduling hour. For example, Power Services shall have the right to revise BOS Base amounts affecting Scheduling Hour 13 up until 11:00 a.m.

4.2 BOS Flex Amount

Consistent with the following provisions, the BOS Flex amount shall be determined by Power Services and made available to Idaho Falls on an as available basis.

4.2.1 The BOS Module will: (1) determine if there is sufficient flexibility to reshape the hourly generation associated with the Lower Snake Complex that is included in the BOS Base amount, and if so, (2) provide as output the resulting amount by which the BOS Base amount can be increased or decreased on any given hour. The BOS Module will specify the BOS Flex amounts that are available for the current calendar day and the subsequent calendar day.

4.2.2 Such BOS Flex amounts shall reflect, in the judgment of Power Services, the amount by which the BOS Base amount can reasonably

be reshaped using the within-day flexibility available in the Lower Snake Complex, taking into account the Operating Constraints and stream flow conditions.

4.2.3 Idaho Falls shall determine its planned hourly use of the BOS Flex and submit to Power Services positive and negative hourly BOS Flex schedules that sum to zero for each day. A positive hourly BOS Flex schedule shall reflect an increase relative to the BOS Base amount and a negative hourly BOS Flex schedule shall reflect a decrease relative to the BOS Base amount.

4.2.4 Idaho Falls shall update its hourly BOS Flex schedules to comply with revised BOS Flex amounts. If a mid-day change to the BOS Flex amounts prohibits Idaho Falls from scheduling its net day-total BOS Flex energy to equal zero, then Idaho Falls shall adjust its BOS Flex schedules to bring its net day total BOS Flex schedule as close to zero as possible within the revised BOS Flex amounts. Any non-zero BOS Flex balance remaining at the end of a calendar day shall be applied as Idaho Falls' beginning BOS Flex balance for the following calendar day.

4.2.5 The BOS Flex available to Idaho Falls shall be equal to the BOS Flex amounts determined pursuant to this section 4.2 multiplied by Idaho Falls' Slice Percentage.

4.2.6 If Idaho Falls determines it has a significant risk of not meeting its firm load service at any time, Idaho Falls may request that Power Services, as time permits and based on its professional judgment, assess the ability to modify the established BOS Flex amounts within applicable Operating Constraints. If Power Services alters such BOS Flex amounts, such updated values shall apply to all Slice Customers. Idaho Falls acknowledges such assessment by Power Services may result in an increase, decrease or no change to any of the remaining hourly BOS Flex amounts.

4.2.7 Power Services shall have the right to revise BOS Flex amounts to reflect changes in items listed in section 4.2.1(1) – (2) and section 4.2.6 affecting each Scheduling Hour up to one hour prior to the beginning of each such Scheduling hour. For example, Power Services shall have the right to revise BOS Flex amounts affecting Scheduling Hour 13 up until 11:00 a.m.

4.3 **BOS Deviation Return Amounts**

The BOS Module will compute and establish Idaho Falls' BOS Deviation Return amounts as established in section 4.2.1 of Exhibit N.

4.4 **Additional Energy Amounts**

The BOS Module will compute and establish Idaho Falls' Additional Energy schedules pursuant to section 5.8 of the body of this Agreement.

4.5 **Total BOS Amounts**

Idaho Falls' total BOS amount shall be equal to the sum the following components:

(1) the BOS Base schedule as established pursuant to section 4.1 of this exhibit;

(2) the BOS Flex schedule as established pursuant to section 4.2 of this exhibit;

(3) the BOS Deviation Return amount described in section 4.3 of this exhibit; and,

(4) the Additional Energy amount described in section 4.4 of this exhibit.

5. DEFAULT USER INTERFACE

Power Services shall develop and maintain a Default User Interface (DUI) for Idaho Falls' use in interacting with the Slice Computer Application. Idaho Falls may utilize the DUI as its primary interface or may use an interface it develops in-house. If Idaho Falls' primary interface is not the DUI, then Idaho Falls shall maintain back-up functionality through, and staff capability to operate, the DUI in the event Idaho Falls' in-house interface is unavailable. The DUI shall include the functional capabilities listed below.

(1) Provide Idaho Falls access to the Simulator for submittal of Customer Inputs and to run Simulated Operating Scenarios.

(2) Provide Idaho Falls feedback and reports from the Simulator and BOS Module as set forth in sections 3.4 and 4.2.1 of this exhibit.

(3) Provide Idaho Falls input/output displays related to the Simulator and BOS Module.

6. SCA REPORTS

6.1 As soon as practicable, but no later than 30 minutes past the end of each Scheduling Hour, the SCA shall provide Idaho Falls a detailed report that specifies: (1) Idaho Falls' hourly Storage Offset Adjustment (SOA) amounts as defined in section 2.2 of Exhibit N, and as specified in section 4 of Exhibit N, and (2) the after-the-fact project data associated with the determination of such hourly SOA amounts.

6.2 Power Services shall make available to Idaho Falls, via the Slice Computer Application, a report which shall present all changes to Simulator Parameters that have been made by Power Services between a user specified start date/time and end date/time. Power Services shall include brief, concise explanatory statements coincidental with significant Simulator Parameter changes.

6.3 Power Services shall make available to Idaho Falls, via the Slice Computer Application, a report which shall present all Prudent Operating Decisions implemented by Power Services in the Simulator, between a user specified start date/time and end date/time. The report shall include the reason for imposing the Prudent Operating Decision and the manner in which Power Services incorporated the Prudent Operating Decision into the Simulator Parameters.

7. HOURLY DELIVERY REQUEST

Idaho Falls' hourly Delivery Request for Slice Output Energy associated with any given Scheduling Hour shall be equal to the sum of the following components, rounded to a whole number:

(1) the sum of Idaho Falls' final Simulated Output Energy Schedules established per section 3.3.7 of this exhibit for each of the Simulator Projects, multiplied by Idaho Falls' Slice Percentage;

(2) Idaho Falls' total BOS amount, established pursuant to section 4.5 of this exhibit;

(3) Idaho Falls' reduction penalty amount established per section 5.1.4 of Exhibit N, multiplied by -1; and,

(4) Idaho Falls' H/K correction return established per section 3.6.2 of this exhibit.

Idaho Falls shall revise its hourly Delivery Requests for Slice Output Energy consistent with the requirements of section 3.4 of Exhibit F.

8. SCA TRIAL PERIODS

BPA shall facilitate at least four week-long SCA trial periods. During these trial periods, BPA shall maintain a test version of the SCA in a form as near to production status as possible, including the functionality for Idaho Falls to submit Customer Inputs and run the Simulator to produce Simulated Operating Scenarios and final Simulated Operating Scenarios through the DUI and through the secure network protocols, and to receive results from the submittal processes. The selection of specific weeks for such trial periods will be coordinated through the SIG, but shall begin no earlier than April 1, 2011 and shall end no later than 14 days prior to the SCA Implementation Date. Results and feedback of the trial periods will be reported to the SIG at which time any suggestions for improving the SCA, the Simulator, or the processes necessary to support and maintain the SCA will be discussed and considered by the Parties.

9. REVISIONS

Revisions to this Exhibit M shall be by mutual agreement of the Parties.

10. SIGNATURES

The Parties have executed this revision as of the last date indicated below.

CITY OF IDAHO FALLS DBA IDAHO FALLS POWER	UNITED STATES OF AMERICA Department of Energy Bonneville Power Administration
By _____	By _____
Name _____ *(Print/Type)*	Name Nancy Schimmels *(Print/Type)*
Title _____	Title Account Executive
Date _____	Date _____

(PSE-W:\POWER\CONTRACT\CUSTOMER\IDAHO FALLS\13056\Exh M\13056 Exh M R 2) 05/14/14

Revision No. 2, Exhibit N
SLICE IMPLEMENTATION PROCEDURES
Effective June 15, 2014

This revision updates the exhibit to align contract provisions with current Slice Computer Application development and implementation processes. The following sections are being revised: Table of Contents, section 6 and sections 9.1, 9.2, and 9.3.

Table of Contents

Section		Page
1.	Slice Implementation Procedures – General Description	1
2.	Definitions	1
3.	Data Provided by Power Services	1
4.	Storage Offset Adjustment and Deviation Accounting	2
5.	Operating Constraint Violations and BOS Flex Validations	3
6.	Grand Coulee Project Storage Bounds (PSB)	5
7.	Communications	7
8.	3-Month Forecast of Slice Output	8
9.	12-Month Forecast of Slice Output	8
10.	Congestion Management	9
11.	Confidentiality	9
12.	Revisions	10

1. SLICE IMPLEMENTATION PROCEDURES – GENERAL DESCRIPTION

The procedures established in this Exhibit N shall be used by BPA and Idaho Falls in conjunction with Exhibit M to implement deliveries of energy sold to Idaho Falls under the Slice Product.

In the event Exhibit O is implemented pursuant to section 5.10.3.2 of the body of this Agreement and provisions of this Exhibit N are in conflict with provisions of Exhibit O, provisions of Exhibit O shall prevail.

2. DEFINITIONS

The following definitions apply only to this Exhibit N.

2.1 "Multiyear Hydroregulation Study" means a hydroregulation study that simulates the prospective monthly operation of the Tier 1 System, typically for a 12-month period, given a range of stream flow sequences.

2.2 "Storage Offset Adjustment" or "SOA" means the hourly difference between forecasted and observed inflows for each Simulator Project, as more fully set forth in section 4 of this exhibit.

3. DATA PROVIDED BY POWER SERVICES

In addition to information exchanged and provided through provisions of Exhibit M and in order to assist Idaho Falls in managing and planning the use of its Slice Output, Power Services shall provide Idaho Falls the following information.

3.1 Tier 1 System operational information as described in sections 7, 8 and 9 of this exhibit.

3.2 Idaho Falls' SOA amounts and BOS deviation account balance as described in section 4 of this exhibit.

4. STORAGE OFFSET ADJUSTMENT AND DEVIATION ACCOUNTING

As described below, Power Services shall determine and make available to Idaho Falls a separate Storage Offset Adjustment (SOA) for each Simulator Project that represents simulated water deviation accounting. Power Services shall also determine and make available to Idaho Falls a BOS deviation account balance that represents energy deviation accounting.

4.1 Idaho Falls' Storage Offset Adjustments shall be established for each Simulator Project each hour, and shall account for the differences between forecasted and observed stream flow values. SOAs shall be stated in terms of thousands of second-foot-hours (ksfh), and shall be applied as adjustments to Idaho Falls' associated Simulator Project inflows on the third hour following the hour for which the SOA is calculated. For example, an SOA that is calculated for Grand Coulee for Scheduling Hour 14 shall be applied to Grand Coulee's simulated inflow for Scheduling Hour 17 of the same day.

4.2 Idaho Falls' BOS Deviation Account, expressed in MWh, shall be equal to the sum of (1) the cumulative difference between Idaho Falls' BOS Base amount for each Scheduling Hour and the product of the Actual BOS Generation and Idaho Falls' Slice Percentage for each such hour, (2) the mathematical remainder resulting from rounding Idaho Falls' hourly Delivery Requests to whole numbers, and (3) miscellaneous deviation adjustments, such as those related to fish spill discrepancies. Idaho Falls' BOS Deviation Account balance shall be adjusted based on the following procedures:

4.2.1 Any time the absolute value of Idaho Falls' BOS Deviation Account balance as of 2400 hours any calendar day, is greater than Idaho Falls' Slice Percentage of 4800 MWh (Slice Percentage * 4800 MWh), a BOS Deviation Return will be triggered. When a BOS Deviation Return is triggered, the following shall occur;

(1) Idaho Falls' BOS Deviation Account balance shall be adjusted toward zero by an amount equal to Idaho Falls' Slice Percentage of 2400 MWh (Slice Percentage * 2400 MWh); and,

(2) BOS Deviation Return amounts shall be applied to Idaho Falls' total BOS amount, as described in Section 4.5 of Exhibit M, for each hour of the following full calendar day. For example, if Idaho Falls' BOS Deviation Account balance associated with 2400 hours on a Monday, as determined the following Tuesday, triggers a BOS Deviation Return, then Idaho Falls' total BOS amounts for the following Wednesday shall include BOS Deviation Return amounts. BOS Deviation Return amounts

shall be applied in equal amounts for each hour of the associated calendar day. Such BOS Deviation Return amounts shall be applied as positive or negative values in accordance with the sign of Idaho Falls' BOS Deviation Balance that triggers the associated BOS Deviation Return.

4.2.2 On or before the 15th day of each month Power Services shall determine and provide to Idaho Falls the results of an Actual BOS Generation calculation for the previous month that incorporates updated actual project generation and Tier 1 System Obligation values for each hour of such month. Based on the monthly Actual BOS Generation calculation for each hour, Power Services shall determine a monthly BOS deviation, expressed in MWh, compared to the hourly BOS Base amounts. On the 20th day of each month Power Services shall adjust Idaho Falls' BOS Deviation Account balance by an amount equal to Idaho Falls' Slice Percentage multiplied by the monthly BOS deviation calculated for such previous month.

4.3 Idaho Falls shall make all reasonable efforts to adjust its Simulated Operating Scenarios such that their simulated forebay elevations are equal to Power Services forecasted forebay elevations for 2400 hours PPT on September 30, 2028, or the date of conversion to another power product under section 11 of this Agreement, or the date of termination of this Agreement, whichever occurs earlier. For purposes of this section, such date shall be referred to as the Product End Date. Any differences between Idaho Falls' simulated project forebays and the measured project forebays as of the Product End Date shall be converted to energy amounts by multiplying such differences (simulated minus actual) by the associated federal downstream H/Ks. The resulting energy amounts shall be summed with Idaho Falls' BOS Deviation Account balance as of one month after the Product End Date. The resulting amount of energy, expressed in MWh, if positive, shall be delivered by Power Services to Idaho Falls, or if negative, delivered by Idaho Falls to Power Services, within the next 60 days after the Product End Date.

5. OPERATING CONSTRAINT VIOLATIONS AND BOS FLEX VALIDATIONS

5.1 Operating Constraint Violations

The Simulator is designed such that Idaho Falls' Simulated Operating Scenario maintains compliance with all Hard and Absolute Operating Constraints, whenever possible. However, Power Services and Idaho Falls recognize there may be occasions where one or more Hard or Absolute Operating Constraints are violated within a Simulated Operating Scenario. In the event the Customer Inputs submitted by Idaho Falls result in the violation of one or more Hard or Absolute Operating Constraints in a final Simulated Operating Scenario, as established per section 3.3.7 of Exhibit M, Power Services shall establish operating guidelines based upon its determination of how Power Services would operate the system under similar conditions, such as operating to a minimum flow constraint, that Idaho Falls shall follow until such time as Idaho Falls' final Simulated Operating

Scenario is in compliance with all Operating Constraints. Power Services may also, upon its determination that Idaho Falls could have reasonably avoided such Operating Constraint violation, apply a penalty pursuant to section 5.1.4 of this exhibit for as long as such Hard or Absolute Operating Constraint is violated based upon Idaho Falls' final Simulated Operating Scenarios.

5.1.1 Idaho Falls shall be responsible for monitoring and anticipating potential Operating Constraint violations on a prospective basis and adjusting Customer Inputs as needed to maintain compliance.

5.1.2 Hourly Operating Constraint validations and violations associated with the Simulator Projects shall be based on Customer Inputs established by Idaho Falls and submitted to Power Services within the Power Services real-time scheduling deadline pursuant to section 4.1 of Exhibit F.

5.1.3 Grand Coulee's Project Storage Bound validations and Idaho Falls' actions for associated violations shall be determined pursuant to section 6 of this exhibit.

5.1.4 Pursuant to the terms set forth in section 5 above, but not prior to February 1, 2012, Power Services shall have the right to reduce Idaho Falls' Delivery Request by up to 100% of Idaho Falls' total Simulated Output Energy Schedule for the Lower Columbia Complex for lower Columbia Simulator Project violations, or the Coulee-Chief Complex for Grand Coulee or Chief Joseph Simulator Project violations, on any given hour, taking into account the extent to which BPA determines it would face consequences under similar conditions, subject to the following provisions:

5.1.4.1 Only for hours in which Idaho Falls' final Simulated Operating Scenarios are in violation of a Hard or Absolute Operating Constraint at one or more Simulator Projects, which includes instances where there is a Soft Constraint of the same value applicable to the same Simulator Project as the Hard or Absolute Operating Constraint that is violated;

5.1.4.2 Only to the extent Power Services notifies Idaho Falls of the reduction at least 60 minutes prior to the Scheduling Hour on which the reduction shall be applied, and;

5.1.4.3 Only to the extent Idaho Falls fails to remedy the Operating Constraint violation prior to the deadline established in section 4.1 of Exhibit F.

5.2 **BOS Flex Validations**

Delivery Limit validations associated with BOS Flex amounts shall be based on Idaho Falls' BOS Flex requests submitted to Power Services as of the

deadline set forth in section 4.1 of Exhibit F. Idaho Falls' BOS Flex schedules shall be limited to Idaho Falls' Slice Percentage multiplied by such BOS Flex amounts.

6. GRAND COULEE PROJECT STORAGE BOUNDS (PSB)

When Grand Coulee's upper or lower PSB is established as either a Soft or Hard Operating Constraint, Idaho Falls' simulated Grand Coulee forebay elevation shall be validated against such Grand Coulee's PSB at least once each day. When Grand Coulee's upper or lower PSB is established as an Absolute Operating Constraint, Idaho Falls' simulated Grand Coulee forebay elevation shall be validated against such Grand Coulee's PSB on all hours of each day.

6.1 Determination of Grand Coulee PSB

Power Services shall estimate the upper and lower Grand Coulee PSB associated with each day of the following 3 months as part of each 3-month forecast submitted pursuant to section 8 of this exhibit, and shall update such Grand Coulee PSB as conditions change and as needed to reflect updated Operating Constraints. To determine Grand Coulee's PSBs, Power Services shall calculate the Storage Content associated with the Grand Coulee upper and lower ORCs as established by Operating Constraints in effect. Power Services shall apply a Storage Content difference between the upper and lower Grand Coulee PSB equivalent to at least ½-foot at all times except when Grand Coulee is required to fill to 1290.0 feet for verification of refill. Power Services may specify other conditions under which this ½-foot difference does not apply.

6.2 Application of the Grand Coulee PSB

Power Services shall designate each Grand Coulee PSB that does not represent an Absolute Operating Constraint as either a Hard Operating Constraint or a Soft Operating Constraint. Unless designated otherwise by Power Services, Grand Coulee PSB associated with date-specific required forebay elevations shall be designated as Hard Operating Constraints and Grand Coulee PSB associated with interpolated points in effect on days between such date-specific required forebay elevations shall be designated as Soft Operating Constraints. Idaho Falls shall maintain its simulated Grand Coulee forebay elevation within the upper and lower Grand Coulee PSB that are designated as Hard Operating Constraints, or be subject to penalties as established in section 5.1.4 of this exhibit. Idaho Falls' simulated Grand Coulee forebay may exceed the upper or lower Grand Coulee PSB designated as Soft Operating Constraints without penalties. However, Idaho Falls recognizes that simulating Grand Coulee's forebay outside of the upper or lower Grand Coulee PSB designated as Soft Operating Constraints increases Idaho Falls' risk of violating the Grand Coulee PSB designated as Hard Operating Constraints and incurring the associated penalties.

6.3 **Grand Coulee PSB Violations and Idaho Falls' Actions**
Idaho Falls shall be responsible for monitoring its Simulated Operating Scenarios and any Grand Coulee PSB violations.

6.3.1 If Idaho Falls' simulated Grand Coulee forebay elevation violates the upper Grand Coulee PSB on a day in which the upper Grand Coulee PSB is designated as a Hard Operating Constraint, the following shall apply.

6.3.1.1 Idaho Falls shall immediately modify and submit to Power Services its Customer Inputs associated with Grand Coulee such that Grand Coulee's simulated forebay elevation is within the upper Grand Coulee PSB. If the upper Grand Coulee PSB is not attainable, Idaho Falls shall immediately modify and submit to Power Services its Customer Inputs such that the most restrictive maximum discharge constraint in effect at the Simulator Projects is achieved in its Simulated Operating Scenario. Idaho Falls shall maintain such simulated operation until such time as Idaho Falls' simulated Grand Coulee forebay elevation is within Grand Coulee's upper and lower PSB.

6.3.1.2 Such actions shall not relieve Idaho Falls of any penalty that may apply under section 5.1.4.

6.3.2 If Idaho Falls' simulated Grand Coulee forebay elevation violates the lower Grand Coulee PSB on a day in which the lower Grand Coulee PSB is designated as a Hard Operating Constraint, the following shall apply.

6.3.2.1 Idaho Falls shall immediately modify and submit to Power Services its Customer Inputs associated with Grand Coulee such that Grand Coulee's simulated forebay elevation is within the lower Grand Coulee PSB. If the lower Grand Coulee PSB is not attainable, Idaho Falls shall immediately modify and submit to Power Services its Customer Inputs such that the most restrictive minimum discharge constraint in effect at the Simulator Projects is achieved in its Simulated Operating Scenario. Idaho Falls shall maintain such simulated operation until such time as Idaho Falls' simulated Grand Coulee forebay elevation is within Grand Coulee's upper and lower PSB.

6.3.2.2 Such actions shall not relieve Idaho Falls of any penalty that may apply under section 5.1.4.

7. COMMUNICATIONS

7.1 Idaho Falls shall be solely responsible for its internal dissemination of information provided by Power Services pursuant to Exhibit M and this Exhibit N.

7.2 Idaho Falls shall be able to utilize the Default User Interface, as described in section 5 of Exhibit M, to review the Simulator Parameters established by Power Services.

7.3 Power Services shall make reasonable efforts to promptly notify Idaho Falls of potential and significant system condition or operational changes via e-mail, XML messaging, and/or the daily conference call described in section 7.5 of this exhibit.

7.4 Power Services shall communicate Federal Operating Decisions and Prudent Operating Decisions to Idaho Falls in the following manner:

7.4.1 An initial listing and description of Federal Operating Decisions and Prudent Operating Decisions that affect the Simulator Projects and are in effect as of September 30, 2011;

7.4.2 A publication via the Slice Computer Application as soon as practicable after BPA is informed of a Federal Operating Decision, or BPA makes either a Federal Operating Decision or Prudent Operating Decision affecting the Simulator Projects; and

7.4.3 A verbal report to the attendees during the next scheduled daily conference call as described in section 7.5 of this exhibit regarding Federal Operating Decisions or Prudent Operating decisions that have a material impact on the operation of the Simulator Projects, BOS Complex, or Tier 1 System Obligations.

7.5 Beginning September 28, 2011, and on each Business Day thereafter, Power Services shall initiate an informational conference call with Idaho Falls and the other Slice Customers promptly at 12:40 PPT to discuss current and upcoming operating parameters and other related matters. The time and frequency of the call may be changed upon the mutual agreement of Power Services, Idaho Falls, and the other SIG members. Idaho Falls shall receive notice from Power Services via e-mail at least three Business Days prior to any such change.

7.6 Subject to the provisions set forth in section 5.12 of the body of this Agreement, Power Services, Idaho Falls, and other Slice Customers shall establish a forum to review and discuss Operating Constraints and their application.

8. 3-MONTH FORECAST OF SLICE OUTPUT

8.1 Prior to September 24, 2011 and prior to the 24th day of each month thereafter, Power Services shall provide Idaho Falls with the results of a 3-month forecast, pursuant to section 8.2 of this exhibit. Power Services shall revise such forecast during the month in the event conditions change significantly and shall make such revised forecast available to Idaho Falls in a timely manner.

8.2 Power Services, consistent with its internal study processes, shall perform two single-trace hydroregulation studies that incorporate the expected stream flow condition for the upcoming 3-month period in weekly time periods. One study shall operate Grand Coulee as needed to satisfy the minimum Simulator Project flow constraint in order to attain the highest reservoir elevations possible at Grand Coulee, limited by its upper ORC, and one study shall operate Grand Coulee as needed to satisfy the Simulator Project maximum flow constraint in order to attain the lowest reservoir elevations possible at Grand Coulee, limited to its lower ORC. Both studies shall reflect a pass-inflow operation at all other Simulator Projects and the expected operation at all other Tier 1 System Resources and non-federal projects that are represented in the study, such as Brownlee, Kerr, and the mid-Columbia projects. Power Services shall initialize the starting reservoir Storage Contents for each study equal to the Storage Contents projected to occur at midnight on the study initialization date. Based on the results of these studies, Power Services shall provide to Idaho Falls the weekly natural inflow, turbine discharge, generation, Spill discharge, and ending elevation for each of the Simulator Projects, the Snake Complex projects, Libby, Hungry Horse, Dworshak, and Keenleyside (Arrow); the weekly generation forecasts for the sum of the remaining BOS projects, excluding CGS; the weekly CGS generation forecast; and the weekly forecast of the individual Tier 1 System Obligations. Power Services shall also provide a summary of weekly aggregated planned generator maintenance outages for all Tier 1 System Resources, expressed in total MW, as well as the estimated daily Grand Coulee upper and lower PSB for the study period.

9. 12-MONTH FORECAST OF SLICE OUTPUT

9.1 Prior to June 15, 2014, and prior to each June 15 thereafter during the term of this Agreement, Power Services, Idaho Falls, and other Slice purchasers shall meet to discuss and review inputs, assumptions, and content of the Multiyear Hydroregulation Study used to develop the 12-month forecast described in section 9.4 of this exhibit.

9.2 Prior to July 1, 2014, and prior to each July 1 thereafter during the term of this Agreement, Power Services shall provide Idaho Falls with results from the 12-month forecast, pursuant to section 9.4 of this exhibit.

9.3 Prior to August 15, 2014, and prior to each August 15 thereafter during the term of this Agreement, Power Services, Idaho Falls, and other Slice

purchasers shall meet to discuss the results of the 12-month forecast described in section 9.4 of this exhibit.

9.4 Power Services, consistent with its internal study processes, shall perform a single Multiyear Hydroregulation Study for the upcoming October through September period representing a range of potential stream flow traces, using the number of traces used by Power Services for its internal study purposes. The study shall reflect Grand Coulee operating to its ORC at times when its upper and lower ORC are equal. At times when Grand Coulee's upper and lower ORC are not equal, the study shall reflect Coulee operating in a manner that achieves all Simulator Project flow constraints when possible. The study shall represent a pass-inflow operation at all other Simulator Projects and the expected operation at all other Tier 1 System Resources and non-federal projects that are represented in the study, such as Brownlee, Kerr, and the mid-Columbia projects. Power Services shall initialize the starting reservoir Storage Contents for this study at the Storage Contents projected to occur at midnight on the study initialization date. Based on the results of this study, Power Services shall provide to Idaho Falls the monthly natural inflow, turbine discharge, generation, Spill discharge, and ending elevation for each of the Simulator Projects, the Snake Complex projects, Libby, Hungry Horse, Dworshak, and Keenleyside (Arrow); the monthly generation forecasts for the sum of the remaining BOS projects, excluding CGS; the monthly CGS generation forecast; and the monthly forecast of the individual Tier 1 System Obligations. Power Services shall also provide a summary of monthly aggregated planned generator maintenance outages, expressed in total MW, for all Tier 1 System Resources.

10. CONGESTION MANAGEMENT

If there are congestion management requirements placed on Power Services by the Balancing Authority, Power Services shall adhere to the operational requirements of such congestion management requirements and shall apply such operational requirements to Idaho Falls consistent with the terms of this Agreement.

11. CONFIDENTIALITY

BPA considers all prospective operational information associated with the Tier 1 System or any Tier 1 System Resource to be proprietary and business sensitive. Such information that is provided by BPA to Idaho Falls or its scheduling agent pursuant to Exhibit M or this Exhibit N shall be treated as confidential by Idaho Falls and its scheduling agent. Idaho Falls shall limit its use of such information to its employees or agent solely for the implementation of the terms of this Agreement, and to no others. BPA reserves the right to withhold such operational information from scheduling agents that BPA determines are significant, active participants in WECC wholesale power or transmission markets and that are not purchasers of the Slice Product. If Idaho Falls enlists the services of a scheduling agent that is not a purchaser of the Slice Product Idaho Falls shall require its scheduling agent to develop systems or procedures that create functional separation between Slice related operational information and such scheduling agent's marketing functions.

12. REVISIONS

Revisions to this Exhibit N shall be by mutual agreement of the Parties.

13. SIGNATURES

The Parties have executed this revision as of the last date indicated below.

CITY OF IDAHO FALLS DBA IDAHO FALLS POWER	UNITED STATES OF AMERICA Department of Energy Bonneville Power Administration
By _____	By _____
Name _____ *(Print/Type)*	Name Nancy Schimmels *(Print/Type)*
Title _____	Title Account Executive
Date _____	Date _____

(PSE-W:\power\CONTRACT\CUSTOMER\IDAHO FALLS\13056 Slice\Exh N\13056 Exh N R 2.doc)
05/19/14

City of Idaho Falls
PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: June 24, 2014

Subject: **BID AWARD – LEE AVENUE STORM DRAIN CONSTRUCTION FROM 2ND STREET TO 8TH STREET**

On June 17, 2014, bids were received and opened for Lee Avenue Storm Drain Construction from 2nd Street to 8th Street project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, TMC Contractors, Inc., in an amount of $136,304.80 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

Chris H Fredericksen

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

2-38-19-1-SDN-2014-28

2014-63

City of Idaho Falls

Engineering Department

Bid Tabulation

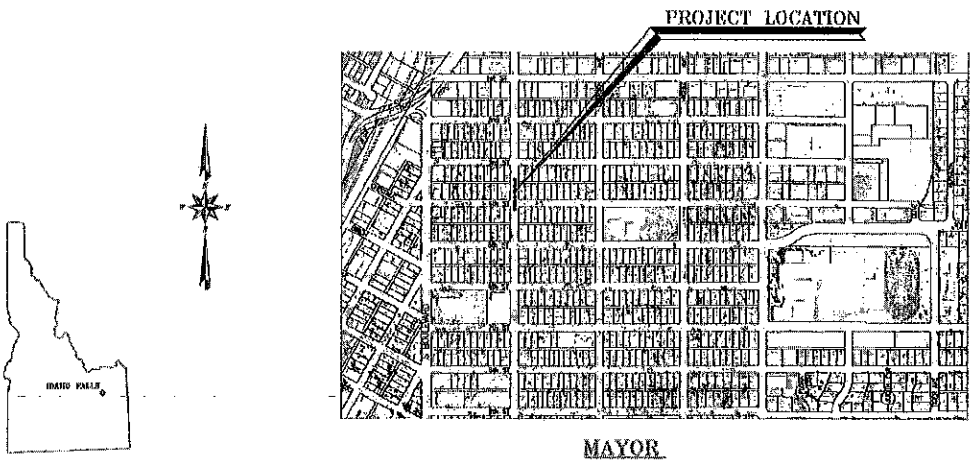
Project: Lee Av Storm Drain Construction 2nd St to 8th St Number: 2.38.10.1-SDN-2014-28

Submitted: Kent J. Fugal, P.E./PTOE Date: June 17, 2014

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		TMC Contractors, Inc.		3H Construction, LLC		HK Contractors, Inc.		Jerome Bowen Construction		DePatco, Inc,	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	EARTHWORK AND BASES														
209.03.4	Removal of Curb and Gutter	429	L.F.	$10.00	$4,290.00	$4.00	$1,716.00	$6.00	$2,574.00	$5.50	$2,359.50	$3.87	$1,660.23	$7.00	$3,003.00
209.03.5	Removal of Sidewalk	156	S.Y.	$15.00	$2,340.00	$4.00	$624.00	$10.00	$1,560.00	$14.50	$2,262.00	$7.87	$1,227.72	$25.00	$3,900.00
209.05.2	Roadway Excavation (Drain Rock)	547	C.Y.	$18.00	$9,846.00	$26.50	$14,495.50	$12.00	$6,564.00	$14.00	$7,658.00	$10.73	$5,869.31	$17.00	$9,299.00
209.05.4	Geotextile Fabric (Drainage)	603	S.Y.	$2.00	$1,206.00	$2.80	$1,688.40	$5.00	$3,015.00	$4.00	$2,412.00	$2.09	$1,260.27	$4.00	$2,412.00
209.06.3	Granular Borrow	126	C.Y.	$20.00	$2,520.00	$30.50	$3,843.00	$14.00	$1,764.00	$34.00	$4,284.00	$14.58	$1,837.08	$25.00	$3,150.00
	INCIDENTAL CONSTRUCTION														
409.02.2	Adjust Water Valve Box	1	EACH	$250.00	$250.00	$370.00	$370.00	$500.00	$500.00	$325.00	$325.00	$1,350.00	$1,350.00	$405.00	$405.00
409.14.2	Drain Rock	351	C.Y.	$20.00	$7,020.00	$22.00	$7,722.00	$20.00	$7,020.00	$51.00	$17,901.00	$27.50	$9,652.50	$27.00	$9,477.00
	PORTLAND CEMENT CONCRETE														
509.02.2	Combination Curb and Gutter - Type STANI	429	L.F.	$25.00	$10,725.00	$22.50	$9,652.50	$29.00	$12,441.00	$34.00	$14,586.00	$31.78	$13,633.62	$31.00	$13,299.00
509.03.2	4" Flatwork	127	S.Y.	$40.00	$5,080.00	$48.00	$6,096.00	$72.00	$9,144.00	$75.00	$9,525.00	$69.55	$8,832.85	$52.00	$6,604.00
509.03.2	6" Flatwork	29	S.Y.	$50.00	$1,450.00	$73.60	$2,134.40	$87.00	$2,523.00	$100.00	$2,900.00	$86.19	$2,499.51	$104.00	$3,016.00
	WATER LINES														
609.01.2	Temporary Water Service	1	L.S.	$1,000.00	$1,000.00	$2,100.00	$2,100.00	$4,000.00	$4,000.00	$4,800.00	$4,800.00	$3,850.00	$3,850.00	$5,600.00	$5,600.00
609.02.2	6" Pipe	25	L.F.	$14.00	$350.00	$21.00	$525.00	$30.00	$750.00	$9.50	$237.50	$63.97	$1,599.25	$55.00	$1,375.00
609.02.2	8" Pipe	20	L.F.	$18.00	$360.00	$22.50	$450.00	$30.00	$600.00	$12.00	$240.00	$172.30	$3,446.00	$47.00	$940.00
609.04.2	6" Sleeve	2	EACH	$300.00	$600.00	$150.00	$300.00	$200.00	$400.00	$175.00	$350.00	$550.00	$1,100.00	$175.00	$350.00
609.04.2	8" Sleeve	2	EACH	$300.00	$600.00	$180.00	$360.00	$200.00	$400.00	$175.00	$350.00	$715.00	$1,430.00	$175.00	$350.00
609.04.2	6" 45° Bend	8	EACH	$300.00	$2,400.00	$445.00	$3,560.00	$275.00	$2,200.00	$300.00	$2,400.00	$451.00	$3,608.00	$265.00	$2,120.00
609.04.2	8" 45° Bend	8	EACH	$300.00	$2,400.00	$520.00	$4,160.00	$275.00	$2,200.00	$300.00	$2,400.00	$478.50	$3,828.00	$260.00	$2,080.00
	SANITARY SEWERS AND STORM DRAIN														
709.02.2	12" Pipe	174	L.F.	$18.00	$3,132.00	$14.00	$2,436.00	$14.50	$2,523.00	$18.00	$3,132.00	$25.30	$4,402.20	$18.00	$3,132.00
709.02.2	12" Ductile Iron Pipe	14	L.F.	$20.00	$280.00	$5.00	$70.00	$45.00	$630.00	$97.00	$1,358.00	$88.00	$1,232.00	$26.00	$364.00
709.02.2	12" Pipe (Perforated)	102	L.F.	$18.00	$1,836.00	$10.50	$1,071.00	$13.75	$1,402.50	$47.00	$4,794.00	$22.36	$2,280.72	$23.00	$2,346.00
709.02.2	18" Pipe (Perforated)	182	L.F.	$30.00	$5,460.00	$20.50	$3,731.00	$31.00	$5,642.00	$48.00	$8,736.00	$27.06	$4,926.56	$29.00	$5,278.00
709.03.2	Manhole - Type I	4	EACH	$2,500.00	$10,000.00	$1,950.00	$7,800.00	$2,100.00	$8,400.00	$2,500.00	$10,000.00	$1,962.09	$7,848.36	$2,500.00	$10,000.00
709.03.3	Additional Manhole Depth	6	L.F.	$100.00	$600.00	$62.00	$372.00	$150.00	$900.00	$100.00	$600.00	$67.50	$405.00	$87.00	$522.00
709.04.2	Inlet Box - Type 1	5	EACH	$1,500.00	$7,500.00	$1,100.00	$5,500.00	$1,120.00	$5,600.00	$1,600.00	$8,000.00	$1,391.50	$6,957.50	$1,900.00	$9,500.00
709.04.3	Additional Inlet Box Depth	0.5	L.F.	$175.00	$87.50	$46.00	$23.00	$200.00	$100.00	$100.00	$50.00	$38.50	$19.25	$86.00	$43.00
709.06.2	Removal of Appurtenance - Type MANHOL	1	EACH	$300.00	$300.00	$300.00	$300.00	$300.00	$300.00	$500.00	$500.00	$1,089.00	$1,089.00	$987.00	$987.00
709.06.2	Removal of Appurtenance - Type INLET	4	EACH	$250.00	$1,000.00	$275.00	$1,100.00	$350.00	$1,400.00	$400.00	$1,600.00	$682.00	$2,728.00	$500.00	$2,000.00

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		TMC Contractors, Inc.		3H Construction, LLC		HK Contractors, Inc.		Jerome Bowen Construction		DePatco, Inc,	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	TRENCH EXCAVATION AND BACKFILL														
609.01.2	Trench Excavation and Backfill - Class I	188	L.F.	$20.00	$3,760.00	$26.50	$4,982.00	$12.50	$2,350.00	$43.00	$8,084.00	$59.15	$11,120.20	$29.00	$5,452.00
609.01.2	Trench Excavation and Backfill - Class II	45	L.F.	$20.00	$900.00	$66.00	$2,970.00	$23.00	$1,035.00	$55.00	$2,475.00	$59.73	$2,687.85	$30.00	$1,350.00
609.03.2	Rock Excavation	75	L.F.	$80.00	$6,000.00	$45.00	$3,375.00	$75.00	$5,625.00	$65.00	$4,875.00	$105.60	$7,920.00	$127.00	$9,525.00
609.05.2	Select Backfill Material	40	C.Y.	$25.00	$1,000.00	$15.00	$600.00	$20.00	$800.00	$13.00	$520.00	$18.70	$748.00	$16.00	$640.00
609.11.2	Removal and Replacement of Asphalt Plantmix and Aggregate Base (Pipe Trenching)	137	L.F.	$75.00	$10,275.00	$36.50	$5,000.50	$105.00	$14,385.00	$65.00	$8,905.00	$94.05	$12,884.85	$81.00	$11,097.00
609.11.2	Removal and Replacement of Asphalt Plantmix and Aggregate Base (Perforated Pipe)	284	L.F.	$100.00	$28,400.00	$44.50	$12,638.00	$87.00	$24,708.00	$65.00	$18,460.00	$65.00	$18,460.00	$81.00	$23,004.00
	SPECIAL PROVISIONS														
SP - 1	Install Manhole Type I with Inlet Box Type 1	1	EACH	$4,000.00	$4,000.00	$2,750.00	$2,750.00	$2,600.00	$2,600.00	$2,800.00	$2,800.00	$3,007.25	$3,007.25	$3,200.00	$3,200.00
SP - 2	Plug and Grout 8" Pipe	42	L.F.	$10.00	$420.00	$6.00	$252.00	$20.00	$840.00	$12.00	$504.00	$36.60	$1,537.20	$27.00	$1,134.00
SP - 3	Plug and Grout 12" Pipe	142	L.F.	$25.00	$3,550.00	$6.25	$887.50	$25.00	$3,550.00	$10.00	$1,420.00	$17.07	$2,423.94	$28.00	$3,976.00
SP - 4	Mobilization	1	L.S.	$11,000.00	$11,000.00	$20,650.00	$20,650.00	$8,000.00	$8,000.00	$7,085.00	$7,085.00	$16,937.90	$16,937.90	$28,000.00	$28,000.00
TOTAL					$151,937.50		$136,304.80		$148,445.50		$168,888.00		$176,302.12		$188,930.00

LEE AV STORM DRAIN CONSTRUCTION
2ND ST TO 8TH ST
PROJECT # 2-38-19-1-SDN-2014-28



REVIEWED BY: SEWER DEPARTMENT
David Smith
DATE: 5-30-14

REVIEWED BY: WATER DEPARTMENT
DATE: 5-30-14

PROFESSIONAL ENGINEER
REGISTERED
6/2/2014
9247
STATE OF IDAHO
KENT J. FUGAL

MAYOR
REBECCA L. NOAH CASPER
CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
MICHAEL A. LEHTO
ED MAROHN
SHARON D. PARRY
DEE DAVID WHITTIER

CITY ENGINEERING DEPARTMENT

CITY PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

CITY ENGINEER
KENT J. FUGAL, P.E., PTOE

2014

AS-BUILT
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY
CITY OF IDAHO FALLS
ENGINEERING DEPARTMENT
LEE AV STORM DRAIN CONSTRUCTION
2ND ST TO 8TH ST
TITLE SHEET
Y.G. | 6.C. | 6.C.
2-38-19-1-SDN-2014-28 | 5-30-14 | SHEET NO. 1 of 5

City of Idaho Falls
PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: June 24, 2014

Subject: **PROFESSIONAL SERVICES AGREEMENT WITH JUB ENGINEERS INCORPORATED FOR S 25th EAST (HITT ROAD) IMPROVEMENTS, E 49TH SOUTH (TOWNSHIP ROAD) TO SUNNYSIDE ROAD**

On June 10, 2014, the City Council approved the selection of JUB Engineers Incorporated to provide design services for roadway improvements on S 25th East (Hitt Road) between Sunnyside Road and E 49th South (Township Road) and authorized negotiating terms of an agreement and associated fee. The Public Works Division has negotiated the attached agreement and fee in an amount not to exceed $250,000.00.

Public Works recommends approval of this agreement; and, authorization for Mayor and City Clerk to sign necessary documents.

Respectfully,

Chris H Fredericksen, P. E.
Public Works Director

CF:jk

c: Mayor
Council
Fugal

1-38-03-2-STR-2009-25

2014-64

Introduction and Executive Summary

The scope of work outlined below, as well as the attached labor hour estimate will be the basis for providing design services to develop plans, specifications and estimate for the improvements to the Hitt Road corridor from Sunnyside Road to approximately one half mile south of Sunnyside Road (the project). This scope of work includes the tasks necessary to prepare preliminary design final design, and PS&E packages for the subject project and includes the following work elements:

- Review and Update of Existing Data
    a. Geotechnical Reports
    b. Traffic Data/Volumes
    c. Developer Layouts
    d. As-built Drawings
    e. City Provided Survey (topography, utility mark outs and boundary)
    f. Utility Information
    g. City provided pavement section(s)
- Traffic Analysis
    a. Review Developer Traffic Impact Study
    b. Correlate with City Provided Traffic Volumes
    c. Review BMPO Model and Correlate
    d. Produce Draft Traffic Analysis Recommendations for Hitt/Sunnyside Road Intersection (lane configuration, phasing, etc.)
- Utility Coordination provided by City
- Preliminary Design
    a. Draft Roadway Plans – 20 sheets
    b. Draft Utility Plans – 8 sheets
    c. Draft Traffic Signal Plans - roll plot
    d. Draft Signing and Pavement Marking Plans – Roll plots
    e. Draft Interconnect and Lighting Plans - Roll plots
    f. Draft Storm Drainage Plans – 8 sheets
    g. Preliminary quantities
    h. Quality Control Review

i. Preliminary Design Review

- Final Design
    a. Roadway Plans - 22
    b. Utility Plans - 8
    c. Traffic Signal Plans - 7
    d. Signing and Pavement Marking Plans - 14
    e. Interconnect and Lighting Plans - 16
    f. Storm Drainage Plans - 10
    g. Special Provisions
    h. City of Idaho Falls Standard Drawings
    i. Final Quantities
    j. Quality Control Review
    k. Final Design Review
- Plans, Specifications and Estimate (PS&E)
- Bidding Support
- Project Administration/Management

Project Description: This project involves designing roadway improvement plans for the expansion of Hitt Road between Sunnyside Road and approximately one half mile south of Sunnyside Road. This Hitt Road design will be for an urban section consisting of 5-lanes with intersection analysis/improvements and turn lanes, with curb, gutter, sidewalk, pathway, , lighting, traffic signal interconnect, signal design, , and other applicable items of work. It is anticipated that the intersection of Sunnyside and Hitt road will warrant additional turn lanes. The maximum lane configuration will not exceed seven by seven. Final design and PS&E/construction documents will be assembled only for the intersection improvements of Sunnyside Road and Hitt Road and extend approximately one-half mile south on Hitt Road with final limits dependent on the actual location of lane tapers and right-of-way. Plans and specifications will be developed using Idaho Falls standard bid documents and Standards.

All work must be completed by October 31, 2014. The first items of work to be completed will be determining potential improvements required on the existing intersection of Sunnyside Road and Hitt Road based on existing and proposed traffic projections. The next item of work will be to construct a horizontal alignment and determine approach locations so that power line realignment and other utility design can be completed (the power pole relocation design along Hitt Road will be done by others and will not be a part of this scope of work).

This project is expected to include the following major design tasks:

- Field/Topographical Survey (City Provided)
- Traffic Analysis
  - Analysis of existing and design year traffic with recommended intersection lane configurations and storage lengths
  - Concept level intersection geometry
- Preliminary Design
  - Roadway Design (City Provided Typical/Pavement Section)
  - Traffic Signal Design)
  - Lighting Design
  - Traffic Signal Interconnect Design
  - Utility Coordination (by City)
  - Drainage Analysis
  - Traffic Signing and Pavement Markings
  - Public Meeting Coordination and Facilitation (By City with exception of attendance by 2 J-U-B team members)
- Final Design
  - Roadway Design
  - Traffic Signal Design
  - Lighting Design
  - Traffic Signal Interconnect
  - Utility Coordination (by City)
  - Drainage Design
  - Traffic Signing and Pavement Markings
  - Construction Special Provisions and quantities
- Complete PS&E Package and Bid Phase Support
  - Assembly of final contract plans, special provisions and quantities
  - Assist with questions during bidding phase

The following major work activities will be completed and provided by City of Idaho Falls staff or others:

- Topographic survey, including utilities
- Boundary survey, including monument recovery and right-of-way staking
- Geotechnical analysis and recommendations for roadway and structure foundations
- Traffic volume data
- Overhead power relocation design
- Standard specifications package
- Final bid package
- Storm drainage design guidelines
- Utility agreements
- Right-of-Way agreements, if applicable

- Utility Coordination and plans
- Public Involvement/Meeting including exhibits
- Estimate and Specifications
- Landscaping Plans
- SWPP Plans and Template/Narrative
- Utility Plans

The following Major Milestones are goals provided for the project schedule:

• Notice to Proceed	Jun. 30, 2014
• Submit Preliminary Design	Aug 21, 2014
• Public Informational Meeting	Aug, 22, 2014
• Submit Final Design	Oct. 03, 2014
• PS&E Submittal	Oct. 31, 2014

Consultant Team: J-U-B will be the prime consultant and perform roadway and drainage design along with overall project management. Six Mile Engineering will be a sub consultant and provide traffic analysis and traffic related design including signal, signing, striping, lighting, and interconnect.

Contract Type: This project will be a Time and Materials with fully loaded labor rate contract with a not to exceed amount as outlined in the labor hour estimate. If at any time during the project, additional items are deemed necessary that differ from the contracting documents, a modification will be prepared so all parties are in agreement with any necessary changes. No work will occur unless it is covered within an approved scope, work plan and cost estimate.

CAD Format: For this project AutoCAD format will be used. Final electronic delivery to the City will be in AutoCAD.

Design Criteria: Plans and special provisions will be developed using City of Idaho Falls standard bid documents and Standards.

Task 1 – Import, Review, and Update Existing Data

OVERVIEW:

It will be important to review the City provided survey data, the traffic data, and other pertinent information early in the design process. This information can have a significant effect on costs and constructability elements and the Traffic Analysis will, to a large extent, dictate the roadway/intersection geometry, utilities, and other significant elements of the project.

TASKS:

1. Import City of Idaho Falls topographic and right-of-way mapping into J-U-B CAD system, configure and review.
    - J-U-B will review files for design adequacy. This review will be completed by the J-U-B roadway lead engineer.
2. Site visit with City of Idaho Falls and J-U-B team
3. Review of Traffic Data
4. Review of Geotechnical Data, if applicable
5. Review of Developer Site Plan
6. Review of Developer Traffic Impact Study
7. Review of BMPO Regional Model

ASSUMPTIONS:

- City of Idaho Falls will provide topographic and right of way files in AutoCAD format.
- City of Idaho Falls will provide all topographic and right of way survey needs for the duration of the project.
- City will provide any right-of-entry letters if needed for the project team to access private property.

PRODUCTS:

- Technical memorandum including recommendations for further analysis or data needs, if applicable.

Task 2 – Preliminary Traffic Analysis

OVERVIEW:

This task is primarily to coordinate with the City to develop a preliminary analysis of the existing and proposed traffic conditions at the intersection of Hitt and Sunnyside Roads, along the Hitt Road corridor between Sunnyside and Township Roads, and at the Hitt and Township Road intersection. The purpose of this task is to provide the design team with the traffic analysis results for the existing and design year conditions and the resulting

concept-level intersection geometry with the recommend intersection lane geometry, turn lane storage lengths, tapers and curb returns.

TASKS:

1. Coordinate with City and BMPO to discuss traffic information, volume data, and background information including proposed land uses in the project area
2. Assess existing conditions (i.e. traffic operations, level of service at intersections, storage/queuing, etc.)
3. Recommend access limitations and approach spacing based on the BMPO Access Management Plan dated July 2012
4. Produce preliminary traffic analysis that summarizes intersection operations for existing and design-year conditions, provides recommendations for signalized intersection operations, intersection and roadway lane geometry and turn lane storage lengths. The traffic analysis will include the following signalized, or proposed signalized, intersections:
    a. Hitt/Sunnyside Road
    b. Hitt/Township
5. Develop concept-level intersection geometry with the turn lane storage and tapers, curb return geometry to accommodate the design vehicle, and locations of pedestrian ramps. The geometry will be developed utilizing the City-provided surveyed topography and control. A scalable pdf exhibit of the proposed geometry, including traffic and pedestrian signal pole locations, will be submitted for review with a summary of the preliminary traffic analysis. Concept-level geometry will be developed at the following intersections:
    a. Hitt/Sunnyside Road
    b. Hitt/Township
6. Address the City's review comments and submit a final exhibit of the concept-level geometry for use in preliminary design and in the final traffic analysis report.

ASSUMPTIONS:

- City to provide existing traffic volumes.
- City to provide crash data for most-recent five year period
- J-U-B/Six Mile to develop future traffic volumes based on BMPO model data and information from the development TIS.
- Traffic study is limited to the analysis of existing traffic and forecasted design year (2035) traffic.
- Sunnyside will match back into existing lane configuration on east leg before Eagle Road.
- The intersection design vehicle is a WB-67.
- Traffic analysis is limited to one analysis scenario.

PRODUCTS:

- Summary of preliminary traffic analysis for submittal with the draft concept-level intersection geometry
- Draft and final exhibit of concept-level horizontal intersection geometry
- Draft and final traffic report to be submitted following approval of concept-level intersection geometry

Task 3 – Utility Coordination

OVERVIEW:

This task is primarily to coordinate with affected utilities in the project area may include power, telecommunications, gas, water, sewer, and other subsurface and aerial utilities. Utility companies will be contacted. City will work with the utility companies to determine which utilities need to be relocated and where they will be relocated.

TASKS:

1. Meet with affected utility companies by City.
2. On-going coordination with utility companies by City.
3. Provide draft and final utility plans to City to determine relocations.

ASSUMPTIONS:

- City will provide all utility coordination and plans development and provide J-U-B with copies of plans and information for coordination with roadway and traffic design elements.

PRODUCTS:

Task 4 – Preliminary Design and Review

OVERVIEW:

This task is to prepare preliminary design plans for roadway, traffic, lighting and storm drainage. These plans will be used for preliminary design review and to support ongoing design efforts. Design data will conform to the current editions, at the time of signing this agreement, of the following manuals: City of Idaho Falls Standard Specifications and Drawings. City of Idaho Falls will be provided the opportunity to comment.

TASKS:

a) **Preliminary Roadway Design**, produce draft roadway plans

a) Develop Horizontal and Vertical Geometrics
    a. Develop Horizontal and Vertical Geometrics for south half through Township intersection.
b) Develop Typical Sections
c) Analyze and Modify for Drainage Conflicts
    a. Analyze and modify overall design to provide for drainage conflicts, including vertical alignment modifications, (interpolation as needed), to provide for gravity drainage into infiltration basins.
d) Field Reviews
    - It is anticipated, through the preliminary design process that one (1) field reviews will be made. One review each by the J-U-B PM, J-U-B PE, and traffic, leads.
e) Create Preliminary Roadway Plan Set including title sheet, typical sections, roadway details and plan and profile sheets.
    a. Provide roll plot of plan and profile for South half of project through Township intersection.

b) **Preliminary Traffic Design**, produce draft traffic plans

a) **Preliminary Signing and Pavement Marking Plans** – Six Mile will conduct preliminary design of the signing and pavement markings and prepare roll plots of the proposed improvements showing locations for proposed pavement markings. Roll plots will be submitted for preliminary design review in lieu of traditional preliminary design review plan sheets (to include the south half mile and the intersection of Hitt/Township in addition to the Preliminary design limits referenced above). They will not contain station/offset information or bid items but will include dimensions of lane widths.

b) **Preliminary Interconnect and Lighting Plans** – Continuous street lighting will be designed on Hitt Road from, and including, the Sunnyside Road intersection to ½ mile south of Sunnyside Road. An illuminance design will be conducted with the City's (Idaho Falls Power's) standard light fixture, pole and mast arm. Lighting calculations with iso-foot-candle contours, developed using AGI32 software, will be conducted and shown on a roll plot of the preliminary

interconnect and lighting design. Illuminance design is limited to the Hitt/Sunnyside intersection and 0.5 mile south of Hitt Road. Design work will include coordinating with Idaho Falls Power for service locations. Interconnect conduit will be installed the 0.5 mile of Hitt Road proposed for final design and connect to the traffic signal cabinet at the Sunnyside Road intersection. It is anticipated that interconnect improvements for the bid plans will be limited to conduit and junction box installation assuming that Idaho Falls Power staff will install, splice and terminate the fiber optic interconnect. Roll plots of the preliminary interconnect and lighting improvements will be prepared showing the iso-foot-candle contours, light pole locations, service points (if available) and interconnect conduit routing. These roll plots will be submitted for preliminary design review in lieu of traditional preliminary design review plan sheets.

Draft Traffic Signal Plans – Six Mile will conduct the preliminary traffic signal design and prepare draft traffic signal plans for the Hitt/Sunnyside Road, intersections consisting of a roll plot showing the proposed locations (without station/offset) for the signal cabinet, service pedestal, signal poles and conduit routing . The roll plot will include the proposed signal phasing diagram and the mast arm details showing the locations of the signal heads and mast arm mounted signs. The roll plot will be submitted for preliminary design review in lieu of traditional preliminary design review plan sheets.

c) **Preliminary Storm Drain Design**, produce draft storm drain plans. Extent of drainage design is contained within project limits.

a) **Preliminary Drainage Plans** -All drainage design will be based on 1.3 in of water across the entire right-of-way. Locations where drainage is coming onto the right-of-way from offsite property (if any) will ab identified and a method for addressing the additional water recommended. Drainage plans and profiles will be prepared as part of the preliminary design set for review and comment. Storm sewer networks and systems, culverts, surface collection and discharge facilities, detention/retention, and ultimate surface or subsurface discharge methodology will be depicted on the Preliminary Drainage Plans. J-U-B anticipates that stormwater runoff will be discharged to infiltration trenches, drywells subsurface drainage infiltration facilities, or seepage beds if required. To keep the roadway plans and profile sheet from becoming too cluttered, J-U-B proposes a separate drainage plan set. The following will be included in the Preliminary Drainage Plans:

- **Plan and Profile** - Preliminary design plan and profile sheets of the proposed collection, conveyance, retention/detention, treatment, and discharge facilities.
- **Design and Grading Details** - Preliminary design and grading details of proposed detention/infiltration facilities, inlet /outlet locations with elevations.
- **Proposed Drainage Feature Details** - Preliminary Drainage details necessary to depict proposed drainage features.

d) **Preliminary Utility Design,** City will produce draft utility plans

e) **Miscellaneous Preliminary Design Tasks**

a) **Quantity Calculations** - Preliminary design level quantity calculations will be performed by the project team. An independent QC check of the calculations will be performed in accordance with the project quality control plan.

b) **Engineer's Estimate (By City)** - Unit prices will be estimated based on the recent local bid history supplied by the City and engineering judgment.

a) **Compile, QC, and Submit Preliminary Design Package** - The draft preliminary roadway plan set will be compiled and will go through a one-day QC review process with the J-U-B Team's Senior QC Leads. This will include QC leads for roadway, traffic, drainage, utilities, TCP and staging, survey and ROW. Adjustments from the QC review will be made, documented and the preliminary package will be provided to the City.

b) **Compile Comments from City on Preliminary Design Package** - The J-U-B PM will respond to comments on the form and will create one red-line set of plans. Each reviewer will be notified when their comments have been responded to so that they can review the responses and contact J-U-B to discuss if necessary. City to solicit and obtain comments from any 3rd Parties and provide them to J-U-B at review meeting if 3rd Party is not in attendance.

c) **Attend and Facilitate Preliminary Design Review Meeting** - The J-U-B Team will prepare for and attend the Preliminary Design Review meeting. J-U-B will coordinate and set up meeting with attendees as requested by the City. The J-U-B Team PM, PE, and traffic lead will attend the Preliminary Design Review meeting.

ASSUMPTIONS:

- City will provide any additional topographic survey needs that arise during preliminary design development.
- No design exceptions are anticipated for this project.
- Drainage facilities will be designed using City of Idaho Falls criteria and standards.

- J-U-B will not incorporate final draft comments from City during the preliminary design process, but will address these comments during Final Design process.
- J-U-B will not design the relocation of utilities, plans developed by the City will indicate where utilities need to be located, both horizontally and vertically; utility companies will provide the design for relocation to be reviewed and approved by the City.
- City will review Preliminary Plan set and provide comments, City will distribute plans to any other entities that require review and collect comments and provide them to J-U-B.
- The J-U-B Team will review and prepare responses to comments on a J-U-B comment resolution form.
- City/J-U-B will hold a Preliminary Design Review meeting to discuss comments and document discussion.

PRODUCTS:

- Preliminary Roadway Plan set sheets
- Preliminary Signing and Pavement Marking roll plots
- Preliminary cost estimate for Signing & Pavement Marking elements
- Cost estimate for Illumination elements
- Preliminary Traffic Signal Roll Plot
- Preliminary Interconnect and Lighting Roll Plot
- Preliminary Drainage Plans, Profiles and Details
- Preliminary quantity calculations
- QC documentation
- Submittal of Preliminary Plan package
- Document and respond to City and other comments on preliminary plans on a J-U-B comment resolution form
- Redline plan set from comment resolution

Task 5 – Final Design and Review

OVERVIEW:

This task is to prepare final design plans for roadway, traffic, utilities, and storm drainage for the intersection of Hitt/Sunnyside Road and segment of Hitt Road approximately one half mile south of Sunnyside Road. Design data will conform to the current editions at the time of signing this agreement, of the following manuals: City of Idaho Falls Standard Specifications and Drawings. City of Idaho Falls will be provided the opportunity to review and comment.

TASKS:

a) **Final Roadway Design,** produce final roadway plans

a) Finalize Horizontal and Vertical Geometrics
b) Develop Final Typical Sections
d) Analyze and Modify for Drainage Conflicts
    a. Analyze and modify overall design to provide for drainage conflicts, including vertical alignment modifications, (interpolation as needed), to provide for gravity drainage into identified/designed facilities.
e) Field Reviews
    a. It is anticipated, through the final design process that two (2) field reviews will be made. Each of the following will attend one field review: the J-U-B PM, J-U-B PE, roadway, traffic, and utility leads
f) Create Final Roadway Plan Set including title sheet, typical sections, roadway details, and plan and profile sheets.

b) **Final Traffic Design,** produce final traffic plans
    a) Final Signing and Pavement Marking Plans – Six Mile will prepare final signing and pavement marking plans indicating locations for proposed signs, instructions for existing signs (remove, relocate or protect), and locations for final pavement markings and delineators. These plans will be created from the roadway plan sheets so that the same match lines are carried through the plan set for clarity and efficiency. Detail sheets of special sign faces are not anticipated for this project. 14 sheets are anticipated for final design

    b) Final Traffic Signal Interconnect and Lighting Plans – Six Mile will prepare final traffic signal interconnect and lighting plans with materials list and lighting details. 16 sheets are anticipated for final design.

    c) Final Traffic Signal Plans – Six Mile will prepare final traffic signal plans for the intersection. Final traffic signal plan sheets at the Hitt/Sunnyside Road intersection include: 1) materials list, 2) signal equipment layout, 3) conduit and conductor diagram, 4) signal wiring diagram, 5) detector wiring diagram, 5) mast arm details, 6) service pedestal schematic, and 7) signal details.

c) **Final Drainage Plans** - Final drainage plans and profiles will be prepared as part of the final design set for review and comment. Storm sewer networks and systems, and subsurface discharge will be depicted on the Final Drainage Plans. J-U-B anticipates that storm water runoff will be discharged to, drywells subsurface drainage infiltration facilities, or seepage. To keep the roadway plans and profile sheet from becoming too cluttered, J-U-B proposes a separate drainage plan set. The following will be included in the Final Drainage Plans:

- **Plan and Profile** - Final design plan and profile sheets of the proposed collection, conveyance, retention/detention, treatment, and discharge facilities.
- **Design and Grading Details** – Final design and grading details of proposed detention/infiltration facilities, inlet /outlet easement locations with elevations.
- **Proposed Drainage Feature Details** - Final Drainage details necessary to depict proposed drainage features.

Final Utility Plans - These plans will be developed by the City.

d) Miscellaneous Final Design Tasks

a) **Quantity Calculations** - Final design level quantity calculations will be performed by the project team. An independent QC check of the calculations will be performed in accordance with the project quality control plan.

b) **Compile, QC, and Submit Final Design Package** - The draft final roadway/traffic plan set will be compiled and will go through a one-day QC review process with the J-U-B Team's Senior QC Leads. This will include QC leads for roadway, traffic, hydraulics and drainage, utilities, and landscaping. Adjustments from the QC review will be made, documented and the preliminary package will be provided to the City.

c) **Compile Comments from City on Final Design Package** - The J-U-B PM will respond to comments on the form and will create one red-line set of plans. Each reviewer will be notified when their comments have been responded to so that they can review the responses and contact J-U-B to discuss if necessary.

d) **Attend and Facilitate Final Design Review Meeting** - The J-U-B Team will prepare for and attend the Final Design Review meeting. J-U-B will coordinate and set up meeting with attendees as requested by the City. The J-U-B Team PM, roadway lead, drainage lead, utilities lead, traffic lead and landscape lead will attend the Final Design Review meeting.

ASSUMPTIONS:

- Percolation testing for storm water discharge is to be provided by the City.
- Drainage facilities will be designed using City-provided parameters.
- J-U-B will not design the relocation of utilities. Plans produced by the City and provided to J-U-B will indicate where utilities need to be located, both horizontally

and vertically; utility companies will provide the design for relocation to be reviewed and approved by the City.
- City will review Final Plan set and provide comments.
- City will distribute plans to any other review entities and collect review comments. These reviews will occur concurrently.
- The J-U-B Team will review and prepare responses to comments on a J-U-B comment resolution form.
- City/J-U-B will hold a Final Design Review meeting to discuss comments and document discussion.
- The City/IF Power will provide list of manufacturer's and model numbers of signal and lighting materials for the project.

PRODUCTS:

- Final Roadway Plan set sheets
- Final Traffic Signal Plans
- Final Signing and Pavement Marking Plans
- Final Interconnect and Lighting Plans
- Final Drainage Plans, Profiles and Details
- Final quantity calculations
- QC documentation
- Final project special provisions
- Submittal of Final Plan package
- Document and respond to City and other comments on final plans on a J-U-B comment resolution form prior to assembling PS&E package
- Redline plan set from comment resolution

Task 6 – PS&E Package and Bid Phase Support

OVERVIEW:

This task is to prepare the final PS&E package for the project, including the intersection of Hitt/Sunnyside Road and the segment of Hitt Road approximately ½ mile south of Sunnyside Road. The PS&E package will be used by the City to advertise for construction bids and procure a construction contractor. This task also includes J-U-B team support of the City during bidding to answer questions that may arise.

TASKS:

1. **PS&E Package**, produce final PS&E Package
    a) Final Design Comments – The design team will produce a comment resolution sheet listing comments from all reviewers. Each comment will be addressed with an A for agree, P for partially agree and D for disagree. Comments with a P or D will have an explanation as to why the comment is not completely agreed with. Each of these comments will be discussed

with the reviewer and a resolution agreed upon.

b) Modify PS&E Package per Comments – The plans, specifications and estimate will be updated to reflect comments agreed with and agreed upon resolution of other comments.

2. **Miscellaneous PS&E Design Tasks**
   a. Bid Documents – The J-U-B team will prepare special provisions for inclusion by the City into the City prepared bid documents.
   b. Estimate - A final Engineer's Opinion of Probable Cost will be updated based on changes to plans and specifications. Quantities by J-U-B, estimate by City
   c. Quality Control Review – The PS&E package, including plans, estimate (quantities using standard bid items), and special provisions, will go through an internal QC review. The package will be updated per the QC review comments.
   d. Compile PS&E Package – The final package will be compiled and delivered to the City for advertisement.
   e. Bid Assistance – The J-U-B team will be available to respond to questions during bidding.

ASSUMPTIONS:

- J-U-B will attend a pre-bid meeting via phone, if applicable.
- J-U-B will provide bid support via email and phone.
- Engineering of Record and CE&I services will be under a separate contract if requested by the City.

PRODUCTS:

- PS&E package including plans, special provisions, and quantities.

Task 7 – Project Administration/Management

OVERVIEW:

This task is to provide administration of the project. This task will be for the Project Manager to make work assignments, review work products, produce critical path diagrams and submit invoicing and status reports. The Project Manager will use this task for keeping the City informed of progress via written updates, meetings, emails and phone calls. Clerical staff will use this task for preparing invoices, project filing and other clerical support duties.

J-U-B PM will administer the team on a day-to-day basis. J-U-B PM will provide the main point of contact for external coordination with the City. The J-U-B Project Engineer (PE) and administrative assistant will keep the paper and electronic files up to date. The

PM, J-U-B PE and J-U-B administrative assistant will use email and formal letters for submittals. The J-U-B PM will provide regular update and direction of weekly/monthly focus; J-U-B project engineer will coordinate externally as requested by the City PM, will internally coordinate tasks and administer meetings, teleconferences, and overall design/delivery efforts between roadway team and other team disciplines as needed.

A bi-weekly telephone conference or in person meeting in Idaho Falls between the City of Idaho Falls Project Manager and J-U-B Engineers, Inc. (J-U-B) Project Manager (PM) will be held. In addition, regular weekly internal team progress meetings will be held as needed. At these meetings, project issues will be discussed and action plans determined. J-U-B will provide, either verbally or in MS Project format, the progress to date of deliverables and milestones. Updates from key team members will be presented. Minutes of these meetings will be recorded and stored in the project files. Action items will be tracked from meeting to meeting with progress noted. The budget and schedule updates will be addressed once a month. Any schedule or budget issues will be discussed and action plans developed to get back on schedule and/or budget.

A draft project Critical Path Diagram (CPD) schedule will be provided at the kickoff meeting and any comments provided will be included and the schedule updated. The CPD will then be updated monthly (at a minimum) and provided to the City. The CPD will also be used to track submittals and interim deliverables. The CPD will contain the following information at a minimum:

- Activities will have identifiable start and finish dates.
- Activities will be discrete activities (by unit) with measurable progress of a tangible product.
- Activities will be at least one day, but less than 30 working days, in duration. Milestones with zero duration will be used. They will be used to flag significant events.
- A computerized schedule will be provided in MS Projects format. The critical path(s) will be depicted.
- A legend explaining the symbols will be used.
- The title block will show the project name, agreement number, professional service provider's name, and date of latest issue.
- Submittals—The Detailed Work Schedule will be sufficiently detailed to show deliverables to be submitted by J-U-B, as specified in the Agreement.

Monthly invoices will be produced by the billing clerk and reviewed by the PM. The PM will prepare the other information necessary for monthly invoicing.

TASKS:

1. Project initiation/start-up and planning
2. Kick off meeting
3. Monthly progress reports and invoices
4. Project meetings
5. Project CPM Schedule
6. Administration of team

ASSUMPTIONS:

- NTP in June 2014
- PS&E in October 2014
- 4 monthly invoices and a final
- CPM updated and submitted monthly or as needed to reflect current project status
- Monthly status reports
- Project team meetings will be scheduled to fit the project needs versus standing meeting times
- Kick-off meeting will be held in Idaho Falls (date to be mutually determined). Assume a 2-hour meeting with attendance by J-U-B PM, City of Idaho Falls PM, Idaho Falls City Survey Lead, Roadway lead, Traffic lead, Drainage lead, and Utility lead. The PM, Traffic Lead and Utility Lead will attend in person, other J-U-B team members will attend via telephone. City welcome to invite any staff to the meeting as well. It may be possible to have some remote staff members join the meeting via conference call, depending on discipline and involvement.
- Remote staff members will attend bi-weekly (as needed for specific issues) and weekly internal meetings via conference call as needed to minimize travel costs.
- All sub-consultants will produce monthly progress reports to be incorporated into J-U-B's monthly reports.

PRODUCTS:

- Monthly invoices and supporting forms.
- Meeting minutes and notes.
- CPM Schedule
    - CPD (in Microsoft Project format). It is anticipated the City will require one week reviewing the initial CPD and J-U-B will have one week to update and resubmit.
    - Monthly updated CPD (4 months).
    - Monthly updates to the CPD will be prepared by J-U-B and submitted via PDF in an email (4 submittals).

- QC documentation.

Task 8 – Engineer of Record Services

OVERVIEW:

This task is to provide Engineer of Record services. The J-U-B team will respond to questions by construction staff and provide clarification of plans and specifications as requested.

TASKS:

1. Pre-Construction Meeting attendance
2. Clarification of Plans and Specifications

ASSUMPTIONS:

- J-U-B PM, Traffic Lead and PE will attend 2 hour Pre-Con meeting

PRODUCTS:

Task 9 – Public Involvement

OVERVIEW:

This task is to provide Public Involvement. The J-U-B team will support the City by attending the public open house meeting.

TASKS:

1. Public Open House, JUB will attend the public meeting coordinated by the City. One J-U-B representative

ASSUMPTIONS:

- The Public Open House will occur coincidentally with the submittal of preliminary design.
- Public comments will be taken, but with a shortened open comment period (1 week)
- No Public Hearing will be required

PRODUCTS:

- Public Open House attendance with one J-U-B staff member present.

Labor Hour Estimate
1-38-03-2-STR 2009-25
Hitt Rd Sunnyside to Township
City of Idaho Falls

J-U-B ENGINEERS, INC. SUMMARY

SALARY COSTS

A. Summary of Man-Hour Costs

1	QC/QA	54.00	L-Hours	$153.45	/hour =	$	8,286.23
2	PM	149.00	L-Hours	$219.70	Traffic Engr	$	32,735.30
3	PE	229.00	L-Hours	$176.38	/hour =	$	40,390.45
4	Designer	298.00	L-Hours	$106.70	/hour =	$	31,796.82
5	Drafter	348.00	L-Hours	$95.50	/hour =	$	33,234.44
6	Env Mngr	0.00	L-Hours	$109.17	/hour =	$	-
7	Survey Tech	16.00	L-Hours	$94.71	/hour =	$	1,515.28
8	PLS	0.00	L-Hours	$129.32	/hour =	$	-
9	PI Specialist	0.00	L-Hours	$92.07	/hour =	$	-
10	Structural Engr	0.00	L-Hours	$153.37	/hour =	$	-
11	Clerical	20.00	L-Hours	$68.17	/hour =	$	1,363.38
		1114.00					
			TOTAL DIRECT PAYROLL			$	149,321.89

B. Payroll Burden & Fringe Benefit Costs

1	Audited Employee Payroll Burden/Fringe Cost					
2	Total Indirect Labor, Overhead & Fee	$149,321.89	x	0.0000	=	$0.00
				TOTAL PAYROLL, BURDEN, FRINGE & FEE		$149,321.89

C. Out-of-Pocket Costs - (See detail sheet)

1	Sub Consultants	Unit	x	Unit Cost	=	Extended Cost
2	Six Mile	1	x	$98,981.00	=	$98,981.00
3	J-U-B Mileage	1,500	x	$0.560	=	$ 840.00
4	J-U-B Per Diem (per person)	5	x	$129.00	=	$ 645.00
5	J-U-B GPS	-	x	$34.15	=	$ -
6	J-U-B Conference Call	-	x	$990.00	=	$ -
7	J-U-B Printing	-	x	$3,713.99	=	$ -
				TOTAL OUT-OF-POCKET COSTS		$ 100,466.00
				TOTAL ESTIMATED FEE		$249,787.89

Prepared by:
J-U-B ENGINEERS, Inc.
250 S Beechwood Ave, Suite 201
Boise, ID 83709

Labor Hour Estimate
1-38-03-2-STR 2009-25
Hitt Rd Sunnyside to Township
City of Idaho Falls

Six Mile Summary

SALARY COSTS

A. Summary of Man-Hour Costs

1	QC/QA	76.00	L-Hours	$136.00	/hour =	$	10,336.00
2	Traffic Lead	216.00	L-Hours	$122.00	Traffic Engr	$	26,352.00
3	Traffic Engr	312.00	L-Hours	$108.00	/hour =	$	33,696.00
4	Staff Engr	292.00	L-Hours	$96.00	/hour =	$	28,032.00
5		0.00	L-Hours	$0.00	/hour =	$	-
6		0.00	L-Hours	$0.00	/hour =	$	-
7		0.00	L-Hours	$0.00	/hour =	$	-
8		0.00	L-Hours	$0.00	/hour =	$	-
9		0.00	L-Hours	$0.00	/hour =	$	-
10		0.00	L-Hours	$0.00	/hour =	$	-
		896.00					
			TOTAL DIRECT PAYROLL			$	98,416.00

B. Payroll Burden & Fringe Benefit Costs

1	Audited Employee Payroll Burden/Fringe Cost					
	Total Indirect Labor & Overhead	$ 98,416.00	x	0.0000	=	$0.00
3	Net Fee	$ 98,416.00	x	0.0000	=	$0.00
4	FCCM	$ 98,416.00	x	0.0000	=	$0.00

TOTAL PAYROLL, BURDEN, FRINGE & FEE $ 98,416.00

C. Out-of-Pocket Costs - (See detail sheet)

	Out of Pocket	Unit		Unit Cost		
1	Mileage	600	x	$0.560	=	$336.00
2	Per Diem	1	x	$129.00	=	$129.00
	Printing, Maps, JPS, etc	1	x	$100.00		$100.00

TOTAL OUT-OF-POCKET COSTS $565.00

TOTAL ESTIMATED FEE $98,981.00