

CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, Id 83402

Thank you for your interest in City Government. If you wish to express your thoughts on a matter listed below, it is best to contact Councilmembers by email or personally before the meeting. Be aware that an amendment to this Agenda may be made upon passage of a motion that states the reason for the amendment and the good faith reason that the Agenda item was not included in the original Agenda posting. City Council Meetings are live streamed at www.idahofallsidaho.gov, then archived on the city website. If you need communication aids or services or other physical accommodations to participate or access this meeting please contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will make an effort to accommodate your needs.

1. **Call to Order.**

2. **Pledge of Allegiance.**

3. **Public Comment.** *Members of the public are invited to address the City Council regarding matters that are not on the Agenda or already noticed for a public hearing. When you address the Council, please state your name and address for the record and please limit your remarks to three (3) minutes. The Mayor may exercise discretion to decide if and when to allow public comment on an agenda item that does not include a public hearing. If the Mayor determines your comments may be made later in the meeting, she will let you know when you may make your comments. Please note that matters currently pending before the Planning Commission or Board of Adjustment which may be the subject of a pending enforcement action, or which are relative to a City personnel matter are not suitable for public comment.*

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

A. Idaho Falls Power:

- 1) Maintenance Obligations and Ownership Agreement with Bonneville Power Administration

B. Items from the City Clerk:

- 1) Approval of Expenditure Summary for the month of June, 2016.
- 2) Approval of Treasurer's Report for the month of June, 2016.
- 3) Approval of Minutes from the May 26, 2016, Idaho Falls Power Board Meeting, June 6, 2016, Council Work Session, June 9, 2016, Regular Council Meeting, June 20, 2016, Regular Council Meeting, and June 29, 2016, Council Work Session (Parks Reports).
- 4) Approval of License Applications, including a Transfer of Beer to Be Consumed to A Street Soup Market (from Alchemy Bistro), all carrying the required approvals.

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

5. **Regular Agenda.**

A. Municipal Services

1) Bid IF-16-1 Sole Source Purchase, Schlage Brand Integrated Security Locks for City Facilities:

The Municipal Services Department requests authorization to advertise the City's intent to make a sole source procurement following a 14-day period, as per I.C. § 67-2808, and then to issue a purchase order for Schlage brand name locks, cylinders, keys and electrified access control products in the amount of \$96,771.00, once the advertisement has been completed. Schlage is the only manufacturer that has the ability to integrate with the City's existing access security system. Funding for the access security hardware is included the 2015/16 department budgets identified below.

City Hall, Annex and Spares	General Fund	\$14,425.00
Fire Department	General Fund	21,670.00
Street Department	Street/Sanitation Fund	3,231.00
Water Department	Water Fund	57,445.00
Total		\$96,771.00

RECOMMENDED ACTION: To advertise the City's intent to make a sole source procurement following a 14-day period, as per I.C. § 67-2808, and then to issue a purchase order for Schlage brand name locks, cylinders, keys and electrified access control products in the amount of \$96,771.00 (or take other action deemed appropriate).

2) Bid IF-16-K, Hot Asphalt Plant Mix: It is the recommendation of the Public Works and the Municipal Services Departments to piggyback the Idaho Department of Transportation's contract #ITB16000705 with H-K Contractors, Inc. to furnish the required annual Bituminous (Hot Asphalt) Plant Mix (\$44.95 per ton of 3/4" and 1/2" hot mix and \$49.95 per ton of 3/8" Hot Mix). For the contract period of July 1, 2015, through June 30, 2016, the Street Division ordered 1,921.43 tons of hot mix totaling \$96,170.50. Funding to purchase the supplies are included in the Public Works 2015/16 and 2016/17 operating budgets.

RECOMMENDED ACTION: To piggyback the Idaho Department of Transportation's contract with H-K Contractors to furnish the required annual Hot Asphalt Plant Mix for an amount totaling \$96,170.50 (or take other action deemed appropriate).

3) Bid Award IF-16-034-City Hall ADA Door: It is the recommendation of the Municipal Services Department to accept the lowest responsive, responsible bid from River's West Construction, Inc. in the amount of \$23,848.00. This amount includes the required payment and performance bonds amount. This project will remodel the City Hall west entrance to allow for ADA access. Funding for this project will be from the 2015/16 Municipal Services General Services General Building Repair and Maintenance operating budget.

RECOMMENDED ACTION: To accept the lowest responsive, responsible bid from River's West Construction, Inc. in the amount of \$23,848.00, to remodel the City Hall west entrance to allow for ADA access, and authorize the Mayor and City Clerk to sign any necessary documents (or take other action deemed appropriate).

B. Public Works

1) Bid Award – Well 18 Production Well: On June 21, 2016, bids were received and opened for the Well 18 Production Well project. Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, O’Keefe Drilling Company, Inc., in an amount of \$171,577.00.

RECOMMENDED ACTION: To approve of the plans and specifications, award to the lowest responsive, responsible bidder, O’Keefe Drilling Company, Inc., an amount of \$171,577.00 for the Well 18 Production Well project, and, give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

2) Bid Award – Well 19 Drilling: On June 21, 2016, bids were received and opened for the Well 19 Drilling project. Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, O’Keefe Drilling Company, Inc., in an amount of \$188,551.00.

RECOMMENDED ACTION: To approve of the plans and specifications, award to the lowest responsive, responsible bidder, O’Keefe Drilling Company, Inc., an amount of \$188,551.00 for the Well 19 Drilling project, and, give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

3) Bid Award – Water Meter Installation – 2016: On July 6, 2016, bids were received and opened for the Water Meter Installation – 2016 project. Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, 3H Construction LLC, in an amount of \$160,896.00.

RECOMMENDED ACTION: To approve of the plans and specifications, award to the lowest responsive, responsible bidder, 3H Construction LLC, an amount of \$160,896.00 for the Water Meter Installation – 2016 project, and, give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

4) Professional Service Agreements (2) for Materials Testing with Strata: For consideration are two (2) Professional Service Agreements for materials testing with Strata. The agreements, if approved, will be used by the Street and Water Divisions to ensure that construction within the public right-of-way adheres to City standards. These agreements have been reviewed by the City Attorney.

RECOMMENDED ACTION: To approve of the Professional Service Agreements for materials testing with Strata, and, give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

5) Professional Services Agreement for North Capital Avenue and Elm Street Road Safety Audit: For consideration is a Professional Services Agreements for engineering services on the North Capital Avenue and Elm Street Road Safety Audit with Precision Engineering. Under the agreement, Precision Engineering will provide engineering services as necessary for a not-to-exceed amount of \$35,800.00. The City will be responsible for \$2,627.72, which is 7.34% of this amount. This agreement has been reviewed by the City Attorney.

RECOMMENDED ACTION: To approve of the Professional Services Agreement for engineering services with Precision Engineering, and, give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

C. Parks and Recreation

1) Change Order #1 Rock Solid Landscape Design and Construction: On July 2, 2015, a bid was awarded to Rock Solid Landscaping Design and Construction for construction of the Wayfinding Monument Sign. Due to design changes and additional services performed beyond the original scope of work, the Department of Parks and Recreation respectfully requests an increase in the contract amount of \$35,396.37 bringing the original award of \$79,583.00 to a total of \$114,979.37, and requests authorization for the Mayor and City Clerk to accept the executed contract as written.

RECOMMENDED ACTION: To approve Change Order #1 to Rock Solid Landscaping Design and Construction in an amount of \$35,396.37, and authorize the Mayor and City Clerk to accept the executed contract as written (or take other action deemed appropriate).

D. Idaho Falls Power

1) Ordinance Amending Sections of the City Code of Idaho Falls Pertaining to the Public Fiber Optic Network: For consideration is an Ordinance amending sections of the City Code of Idaho Falls pertaining to the Public Fiber Optic Network. Following staff recommendations, the ordinance amending Title 8, Chapter 13 was prepared by the City Attorney's office. The proposed changes seek to clarify provisions associated with amortizing extension costs and the methodology for cost recovery.

RECOMMENDED ACTION: To approve the Ordinance amending City Code Title 8, Chapter 13, pertaining to the Public Fiber Optic Network 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) Resolution to Reserve Fiber Pairs for Economic Development Projects in the City of Idaho Falls: For consideration is a resolution reserving three (3) unused, dedicated fiber pairs from the City's dark fiber optic network for economic development projects in the City of Idaho Falls.

RECOMMENDED ACTION: To approve the Resolution to reserve three (3) unused, dedicated fiber pairs for economic development projects in the City of Idaho Falls, and authorize the Mayor to sign the document (or take other action deemed appropriate).

E. Idaho Falls Airport

1) Acceptance of Federal Aviation Administration (FAA) Grant Offer AIP Project No. 3-16-0018-041-2016: For your consideration is FAA Grant Offer AIP No. 3-16-0018-041-2016 in the amount of \$1,064,269.00 for the Design Phase of the Rehabilitation of Taxiway A and C, Runway 2/20 and North Terminal Expansion projects. This grant represents 93.75% of FAA eligible costs, with the remaining costs funded by Airport budgeted resources. The Airport Department respectfully requests acceptance and authorization for the Mayor and City Attorney to execute said documents.

RECOMMENDED ACTION: To accept FAA Grant Offer AIP No. 3-16-0018-041-2016 in the amount of \$1,064,269.00 for the Design Phase of the Rehabilitation of Taxiway A and C, Runway 2/20 and North Terminal Expansion projects, and give authorization for the Mayor and City Attorney to execute said documents (or take other action deemed appropriate).

F. Police Department

1) Dog Control Ordinance: For consideration is an amendment to the Dog Control Ordinance. The Dog Control Ordinance has references to kennels as a place; which is in conflict with current zoning ordinances. Zoning ordinance defines kennels as a use. To address this conflict, staff recommends replacing the City's current kennel licensing with an additional dog permit. The amendment also provides for procedural due process to appeal a denial of an additional dog permit. The City Attorney has drafted an amendment to City Ordinance Title 5, Chapter 2.

RECOMMENDED ACTION: To approve the Ordinance amending City Code Title 5, Chapter 2, Dog Control 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).

G. Community Development Services

1) Request for Waiver of Electric Line Extension Fees, Lorin C. Anderson, Division No. 1, 3rd Amended: For consideration is a request for waiver of electric line extension fees for the project at Lorin C. Anderson, Division No. 1, 3rd Amended. The total fees are \$51,000. This request is made pursuant to City Code 8-5-31 which states, "Council reserves the right to waive or adjust fees (other than net metering fees) upon a finding of good cause to do so where such waiver or reduction supports redevelopment or the annexation of property contiguous with or surrounded by the City." This site is surrounded by City development and is near the core of the City rather than on the fringes. Sewer and water facilities are adjacent to the site. Because the site is a greenfield, or not previously developed, significant electrical infrastructure is required to support the development. Idaho Falls Power and Community Development staff are therefore recommending a waiver of the labor portion of the fee which totals \$12,750.

RECOMMENDED ACTION: To waive the labor portion of electric line extension fees in the amount of \$12,750 for the project at Lorin C. Anderson, Division No. 1, 3rd Amended (or take other action deemed appropriate).

2) Extension to Record a Final Plat, Lorin C. Anderson, Division No. 1, 3rd Amended: For consideration is a request to extend the deadline for recording a plat for Lorin C. Anderson, Division No. 1, 3rd Amended. The City Council approved the plat on March 24, 2016, and the Subdivision Ordinance requires that the plat be recorded within 90 days of approval or the Council may rescind its approval. The applicant is prepared to record the plat immediately following the granting of an extension. Staff recommends approval of the request to extend the deadline to record the plat an additional 90 days.

RECOMMENDED ACTION: To approve the request to extend the deadline for recording a final plat for Lorin C. Anderson, Division No. 1, 3rd Amended, for an additional 90 days (or take other action deemed appropriate).

3) Extension to Record a Final Plat, Hollipark Addition, Division No. 3: For consideration is a request to extend the deadline for recording a plat for Hollipark Addition, Division No. 3. The City Council approved the plat on September 11, 2014, and the Subdivision Ordinance requires that the plat be recorded within 90 days of approval or the Council may rescind its approval. The delay in recording the plat was due to unforeseen issues with securing access easements. Staff required the applicant to resubmit the plat for review to ensure it still complies with all current requirements. The plat still complies and the applicant is prepared to record the plat immediately following the granting of an extension. Staff recommends approval of the request to extend the deadline to record the plat an additional 90 days.

RECOMMENDED ACTION: To approve the request to extend the deadline for recording a final plat for Hollipark Addition, Division No. 3, for an additional 90 days (or take other action deemed appropriate).

4) Public Hearing – Annexation and Initial Zoning of HC-1, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, M&B: 55.416 Acres, Sections 26, 27, 34, and 35, T 2N, R 37E (Jackson Hole Junction): For consideration is the application for Annexation and Initial Zoning of HC-1, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, M&B: 55.416 Acres, Sections 26, 27, 34, and 35, T 2N, R 37E (Jackson Hole Junction). The Planning and Zoning Commission considered this application at its June 7, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDATION ACTIONS: (in sequential order)

- a. To approve the Ordinance annexing Jackson Hole Junction, 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. To approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for Jackson Hole Junction, and give authorization for the Mayor to execute the necessary documents.
- c. To approve the Ordinance assigning a Comprehensive Plan Designation of Commercial and establishing the initial zoning for Jackson Hole Junction as HC-1 (Highway Commercial), 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*), that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning, and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office.
- d. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of HC-1 Commercial for Jackson Hole Junction, and give authorization for the Mayor to execute the necessary documents.

5) Public Hearing – Conditional Use Permit and Reasoned Statement of Relevant Criteria and Standards, Third Ward Medical Office, 187 E. 13th Street: For consideration is the application for

a Conditional Use Permit and Reasoned Statement of Relevant Criteria and Standards, Third Ward Medical Offices, 187 E. 13th Street. The Planning and Zoning Commission considered this application at its June 7, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDATION ACTIONS: (in sequential order)

- a. To approve the Conditional Use Permit for Third Ward Medical Offices, 187 E. 13th Street.
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the Conditional Use Permit for Third Ward Medical Offices, 187 E. 13th Street, and give authorization for the Mayor to execute the necessary documents.

6. **Motion to Adjourn.**

CONSENT AGENDA:



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Bear Prairie, Assistant General Manager *Beck*

DATE: July 8, 2016

Re: Consent Agenda – Maintenance Obligations and Ownership Agreement

Attached is a Maintenance Obligations and Ownership Agreement, contract number 15TX-16161 with the Bonneville Power Administration (BPA). This Agreement terminates and replaces our prior letter agreement with BPA for the continued maintenance of some of Idaho Falls Powers high voltage disconnect switches. This change was in response to BPA's desire to standardize their maintenance agreements with their customers.

This agreement has been reviewed by the City Attorney. Idaho Falls Power respectfully requests City Council approve the Maintenance Obligations and Ownership Agreement, and authorize the Mayor to execute the document.

BP/205

Cc: City Clerk
City Attorney
File

MAINTENANCE OBLIGATIONS AND OWNERSHIP AGREEMENT

**executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
IDAHO FALLS POWER**

Index to Sections

Section	Page
1. Term of Agreement	2
2. Definitions	3
3. Exhibits	3
4. Revision of Exhibits.....	3
5. Billing and Payment	4
6. Ownership of Equipment.....	5
7. Maintenance and Removal of Customer owned Equipment by BPA.....	6
8. Liability	7
9. Additional Commitments	7
10. Failure to Perform	8
11. Standard Provisions	9
12. Signatures	11
 Exhibit A Equipment Maintained by BPA	
 Exhibit B Notices	

This MAINTENANCE OBLIGATIONS AND OWNERSHIP AGREEMENT (Agreement) is entered into by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and IDAHO FALLS POWER (Customer), hereinafter individually referred to as "Party" and collectively as "Parties".

RECITALS

WHEREAS, due to existing equipment ownership and maintenance arrangements, and security/access restrictions, the Parties desire to enter into an agreement providing for the maintenance and ownership of equipment as detailed in this Agreement, and the Parties desire to provide herein for payment for the maintenance of such facilities;

WHEREAS, the Energy Policy Act of 2005 (Act) authorized the Federal Energy Regulatory Commission to approve Electric Reliability Standards with which users, owners and operators of the bulk power system are required to comply (Electric Reliability Standards);

WHEREAS, BPA's maintenance activities on Customer's equipment may be subject to the Electric Reliability Standards, and BPA agrees to be retained by Customer to perform and report to Customer on those activities in accordance with the applicable Electric Reliability Standards;

WHEREAS, Customer is the Registered Entity with compliance responsibility for the Electric Reliability Standards applicable to the equipment described herein; and

WHEREAS, BPA is authorized pursuant to law to maintain transmission facilities and equipment and to enter into agreements to carry out such authority;

In consideration of the promises and mutual covenants and agreements herein contained, the Parties agree as follows:

1. **TERM OF AGREEMENT**

This Agreement shall become effective at 0000 hours on the first calendar day of the month following the date that the Agreement has been signed by both Parties (Effective Date) and shall continue in effect for no longer than 30 years after the Effective Date unless otherwise terminated by the Parties.

This Agreement may be terminated by 12 months prior written notice by either Party.

In the event that the Agreement is terminated, all liabilities incurred hereunder are hereby preserved until satisfied.

This Agreement terminates and replaces in its entirety, prior Letter Agreement, Contract No. DE-MS79-84BP91841 and prior General Trust and O&M Agreement DE-MS79-83BP90922. All obligations incurred under prior agreement(s) shall be preserved until fully satisfied.

2. DEFINITIONS

When used in this Agreement, the following terms have the meaning shown below:

- (a) "Business Day" means any day that is normally observed by the Federal Government as a workday.
- (b) "Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act Section 215(d).
- (c) "FERC" is the Federal Energy Regulatory Commission.
- (d) "NERC" is the North American Electric Reliability Corporation.
- (e) "WECC" is the Western Electricity Coordinating Council.

3. EXHIBITS

The following Exhibits are hereby incorporated into and made part of this Agreement:

- (a) Exhibit A Equipment Maintained by BPA
- (b) Exhibit B Notices

4. REVISION OF EXHIBITS

- (a) At any time, BPA may unilaterally revise Exhibit A pursuant to the notice requirements in Exhibit B to:
 - (1) document replacement or removal of equipment undertaken pursuant to Section 7; and
 - (2) upon 90 days written notice, incorporate revisions to charges described in Exhibit A.
- (b) Customer may request that BPA perform additional exhibit revisions to document Customer-driven asset changes.

5. BILLING AND PAYMENT

(a) **Billing**

BPA shall bill Customer monthly for all services provided during the preceding month(s). BPA may send Customer an estimated bill followed by a final bill. The Issue Date is the date BPA electronically sends the bill to Customer. If electronic transmittal of the entire bill is not practical, BPA shall transmit a summary electronically, and send the entire bill by United States mail.

(b) **Payment**

Customer shall pay all bills electronically in accordance with instructions on the bill. Payment of all bills, whether estimated or final, must be received by the 20th day after the Issue Date of the bill (Due Date). If the 20th day is a Saturday, Sunday, or federal holiday, then the Due Date is the next Business Day.

If Customer has made payment on an estimated bill then:

- (1) if the amount of the final bill exceeds the amount of the estimated bill, Customer shall pay BPA the difference between the estimated bill and final bill by the final bill's Due Date; or
- (2) if the amount of the final bill is less than the amount of the estimated bill, BPA shall pay Customer the difference between the estimated bill and final bill by the 20th day after the final bill's Issue Date. If the 20th day is a Saturday, Sunday, or federal holiday, the difference shall be paid by the next Business Day.

(c) **Late Payments**

After the Due Date, a late payment charge equal to the higher of:

- (1) the Prime Rate (as reported in the Wall Street Journal or successor publication, in the first issue published during the month in which payment was due) plus four (4) percent, divided by 365; or
- (2) the Prime Rate times 1.5, divided by 365;

shall be applied each day to any unpaid balance.

(d) **Termination**

If Customer has not paid its bill in full by the Due Date, it shall have 45 days to cure its nonpayment by making payment in full. If, Customer does not provide payment within three (3) Business Days after receipt of an additional written notice from BPA, and BPA determines in its sole discretion that Customer is unable to make the payments owed, then BPA may terminate this Agreement consistent with Section 1. Written notices sent under this Section 5(d) must comply with Exhibit B.

(e) **Disputed Bills**

(1) If Customer disputes any portion of a charge or credit on Customer's estimated or final bills, Customer shall provide written notice to BPA with a copy of the bill noting the disputed amounts. Notwithstanding whether any portion of the bill is in dispute, Customer shall pay the entire bill by the Due Date. This Section 5(e)(1) does not allow Customer to challenge the validity of any BPA rate.

(2) Unpaid amounts on a bill (including both disputed and undisputed amounts) are subject to the late payment charges provided above. Notice of a disputed charge on a bill does not constitute BPA's agreement that a valid claim under contract law has been stated.

(3) If the Parties agree, or if after a final determination of a dispute pursuant to Section 11(c), Customer is entitled to a refund of any portion of the disputed amount, then BPA shall make such refund with simple interest computed from the date of receipt of the disputed payment to the date the refund is made. The daily interest rate shall equal the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which payment was due) divided by 365.

6. OWNERSHIP OF EQUIPMENT

- (a) Unless joint ownership is indicated in Exhibit A, Customer is the sole owner and holds title to all equipment listed in Exhibit A. When joint ownership is indicated, all jointly owned equipment, facilities, and capital spare parts will be identified as such with co-ownership tags and signs.
- (b) Replacement and removal costs and the proceeds from the disposal of jointly owned equipment will be consistent with the ownership share percentages specified in Exhibit A.

7. MAINTENANCE AND REMOVAL OF CUSTOMER OWNED EQUIPMENT BY BPA

- (a) Customer shall grant BPA and its authorized contractors timely access to its facilities. BPA shall comply with Customer's safety, access and security requirements and shall provide reasonable notice to Customer of any outages of Customer equipment that must be taken to enable BPA to perform its obligations hereunder.
- (b) BPA shall, at Customer's expense:
 - (1) maintain the Customer owned equipment described in Exhibit A in the same manner in which BPA maintains similar equipment owned by BPA, and in accordance with the applicable Electric Reliability Standards
 - (2) maintain BPA's power system control facilities (e.g.: Supervisory Control and Data Acquisition) which are necessary to integrate the Customer owned equipment described in Exhibit A with BPA's control system and, from time to time when BPA determines it is necessary, modify or replace such BPA power system control facilities.
- (c) In the event of a major failure or functional obsolescence of any of the equipment described in Exhibit A, the Parties shall negotiate and execute a mutually acceptable agreement providing for the replacement, repair, or removal of such equipment, with the expenses to be paid by Customer as the equipment owner. In the event of joint ownership, expenses will be shared by the Parties in accordance with the ownership percentages specified in Exhibit A.
- (d) Customer agrees to pay the cost of modifying or replacing any of the power system control equipment associated with the equipment specified in Exhibit A if and when BPA notifies Customer that such action is necessary to make the operation of Customer's equipment compatible with the operation of BPA's equipment. In the event of joint ownership, such costs will be shared in accordance with the ownership percentages specified in Exhibit A. BPA shall provide reasonable written notice to Customer consistent with the availability of budgetary planning and funding. Any such modification or replacement of power system control equipment will be required only:
 - (1) when BPA, in keeping with Good Utility Practice, replaces or modifies similar equipment owned by BPA at the same location,
 - (2) as a part of a programmed project involving a significant portion of BPA's system, or
 - (3) by mutual agreement of the Parties.
- (e) If requested by Customer, BPA shall, at Customer's expense, remove and return to Customer some or all of the salvable facilities and equipment which are owned by Customer as described in Exhibit A. After such removal, BPA may, at Customer's expense, return the BPA facilities altered under the

installation contract described in Exhibit A, to the configuration (1) existing before such contract was executed, or (2) as mutually agreed by the Parties.

8. LIABILITY

- (a) If BPA's negligence in performing its duties under this Agreement is responsible in whole or in part for Customer's failure to comply with Electrical Reliability Standards as applicable to the facilities and equipment listed in Exhibit A, BPA shall bear a share of any monetary penalty or cost of non-monetary sanctions imposed under Section 215 of the Federal Power Act based on its comparative fault determined pursuant to Section 10(g).
- (b) Except as specifically provided in Section 8(a) of this Agreement, in no event shall BPA be liable to Customer, its board of directors, officers, employees, agents or representatives for any lost or prospective profits or for any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement.

9. ADDITIONAL COMMITMENTS

- (a) BPA agrees to provide to Customer in quarter four (4) of each calendar year:
 - (1) Letter certifying BPA has maintained equipment listed in Exhibit A in accordance with BPA's maintenance procedures.
 - (2) Copy of BPA's maintenance procedures applicable to equipment listed in Exhibit A.
 - (3) Copy of maintenance performed as applicable to equipment listed in Exhibit A.
- (b) At the Customer's request in order to respond to an Electric Reliability Standard audit, BPA shall use reasonable efforts to provide all items listed in Section 9(a) and any additional documentation required on an as-needed basis.

10. FAILURE TO PERFORM

- (a) If BPA determines that it may not be in compliance with one or more of the requirements in Section 7(b), it shall notify Customer within three (3) Business Days of such determination.
- (b) If Customer determines that any Electric Reliability Standards may have been violated with respect to facilities and/or equipment listed in Exhibit A, Customer will notify BPA within 10 Business Days. Customer may elect to self report pursuant to WECC's Compliance and Enforcement Program (CMEP).
- (c) Customer will coordinate with BPA to create any Mitigation Plan that Customer prepares for submission to WECC. Customer will submit the Mitigation Plan and all related, required documentation to WECC.
- (d) Customer will notify BPA within 10 Business Days when a Notice of Alleged Violation (NOAV) is issued pursuant to the CMEP and provide BPA a copy of the NOAV. BPA shall treat the NOAV as confidential and it shall not be disclosed, except to BPA's employees, including executives and managers, legal advisors, consultants, and other representatives on a need to know basis. BPA shall not disclose the NOAV to any other parties without Customer consent.
- (e) Customer will not oppose any attempts by BPA to intervene in CMEP proceedings conducted by FERC, NERC, or WECC.
- (f) Customer shall have the sole discretion to decide whether to proceed through the Settlement Process or the Hearing Process under the CMEP.
- (g) In determining whether and to what extent BPA is responsible for any part of monetary penalties or the cost of non-monetary sanctions imposed under Section 215 of the Federal Power Act with respect to Customer's failure to comply with Electrical Reliability Standards as applicable to the facilities and equipment listed in Exhibit A:
 - (1) The Parties shall use good faith efforts to reach agreement on the proper amount, if any, of the monetary penalty or cost of non-monetary sanctions that should be assumed by BPA due to BPA's comparative fault.
 - (2) If the determination of the amount of monetary penalties or cost of non-monetary sanctions to be assumed by Customer and BPA is not resolved after good faith efforts of the Parties to reach a resolution, the dispute may be submitted, upon mutual agreement of Customer and BPA, to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration rules. If Customer and BPA agree to submit the dispute to binding arbitration,

each Party shall have discovery rights as set out in the Federal Rules of Civil Procedure. Judgment upon any award rendered by an arbitrator may be entered in any court or administrative body having appropriate jurisdiction. In order to keep Customer whole, the award shall include interest, from the date of payment by Customer, on the amount of such monetary penalty or cost of non-monetary sanctions for which BPA is determined to be responsible. Interest shall be calculated as stated in Section 5(e)(3). The Parties shall equally share the cost of any arbitration process, including the cost of the arbitrator, court reporter, and room rental. Each Party shall be responsible for the cost of presenting its own case, including, without limitation, witnesses, attorneys, and consultants.

11. STANDARD PROVISIONS

(a) **Amendments**

Except where this Agreement explicitly allows one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

(b) **Assignment**

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld.

(c) **Dispute Resolution**

(1) Except as provided in Section 10(g) of this Agreement, in the event of a dispute arising out of this Agreement, the Parties shall negotiate in good faith to reach an acceptable and timely resolution. If the Parties are unable to resolve the dispute to their mutual satisfaction within five Business days, or any other mutually acceptable time period after negotiation begins, the Parties shall attempt in good faith to resolve the dispute through nonbinding mediation.

(2) Except as provided in Section 10(g) of this Agreement, each Party shall be responsible for its own expenses and one-half of the expenses of the mediator.

(d) **Freedom of Information Act (FOIA)**

BPA may release information provided by Customer to comply with FOIA or if required by any other federal law or court order. For information that Customer provides pursuant to Section 10(d), or designates in writing as proprietary, BPA will limit the use and dissemination of that information within BPA to employees who need the information for purposes of this Agreement.

- (e) **Governing Law**
This Agreement shall be interpreted, construed and enforced in accordance with Federal law.
- (f) **No Third Party Beneficiaries**
This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.
- (g) **Section Headings**
Section headings and subheadings appearing in this Agreement are inserted for convenience only and are not to be construed as interpretations of text.
- (h) **Several Obligations**
Except where specifically stated in this Agreement, the duties, obligations and liabilities of the Parties are intended to be several and not joint or collective.
- (i) **Uncontrollable Forces**
The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. “Uncontrollable Force” means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force that prevents that party from performing its contractual obligations under this Agreement and which, by exercise of that Party’s reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:
- (1) strikes or work stoppage;
 - (2) floods, earthquakes, or other natural disasters; terrorist acts; and
 - (3) final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other Party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. Written notices sent under this section must comply with Exhibit B.

(j) **Waivers**

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

12. SIGNATURES

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

IDAHO FALLS POWER

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____

By: _____

Name: _____
(Print/Type)

Name: Angela DeClerck
(Print/Type)

Title: _____

Title: Senior Transmission Account Executive

Date: _____

Date: _____

**EXHIBIT A
EQUIPMENT MAINTAINED BY BPA**

**TABLE 1
WESTSIDE SUBSTATION – MAINTENANCE PERFORMED BY BPA
FOR IDAHO FALLS POWER**

Customer is billed based on BPA Annual Cost Ratio and Operation and Maintenance Tables¹.

Equipment Position	BPA Equip No.	Customer Equip No.	Equipment Description	BPA Equipment Category	Installed under Contract No.	Annual Charge ¹ \$
Terminal Charge: Gas/Air Power Circuit Breaker						\$7,296
B-79 AB	D99740	N/A	Disconnect switch, 230kV ² , aux bus	Disconnect	91841	Included in Terminal Charge
B-79 LS	D99741	N/A	Disconnect switch, 230kV ² , line side	Disconnect	91841	Included in Terminal Charge
B-79 MB	D99740	N/A	Disconnect switch, 230kV ² , main bus	Disconnect	91841	Included in Terminal Charge
B-79 Sugar Mill	HR1144	N/A	Relay-line, 230kV ²	Relay-line	91841	Included in Terminal Charge
B-79 CT A Phase	C99986	N/A	Current Transformer and AC secondary circuits for interchange metering	Instrument Transformer	91841	Included in Terminal Charge
B-79 CT B Phase	C99987	N/A	Current Transformer and AC secondary circuits for interchange metering	Instrument Transformer	91841	Included in Terminal Charge
B-79 CT C Phase	C99985	N/A	Current Transformer and AC secondary circuits for interchange metering	Instrument Transformer	91841	Included in Terminal Charge
Metering, JEMStar, in/out	WH1310	N/A	Metering, JEMStar, in/out	Metering	91841	Included in Terminal Charge

Total Annual Charge: = \$7,296

Total Monthly Charge³: Total Annual Charge / 12 = \$608

¹ This amount is based on BPA's Annual Cost Ratio and Operation and Maintenance Tables dated September 30, 2007, or its successor, based on average maintenance expenses.

² Operated as 161 kV.

³ The Total Monthly Charge has been adjusted for 12 equal whole dollar monthly payments.

**EXHIBIT B
NOTICES**

1. NOTICES RELATING TO PROVISIONS OF THE AGREEMENT

Any notice required under this Agreement, other than notices of an operating nature (section 2 below), shall be in writing and shall be delivered in person; or with proof of receipt by a nationally recognized delivery service or by United States Certified Mail. Notices are effective when received. Either Party may change the name or address for receipt of notice by providing notice of such change. The Parties shall deliver notices to the following person and address:

If to the Customer:

Idaho Falls Power
P.O. Box 50220
Idaho Falls, ID 83405-0220
Attention: Bear Prairie
Title: Assistant General Manager
Phone: (208) 612-8429
E-mail: BPrarie@ifpower.org

Secondary:

Attention: Jackie Flowers
Title: General Manager
Phone: (208) 612-8438
E-mail: JFlowers@ifpower.org

If to BPA:

Attention: Transmission Account Executive
for Idaho Falls Power – TSE/TPP-2
Phone: (360) 619-6016
Fax: (360) 619-6940

If by First Class Mail:

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

If by Overnight Delivery Service:

Bonneville Power Administration – TSE/TPP-2
905 NE 11th Avenue
Portland, OR 97232

2. NOTICES OF AN OPERATING NATURE

The Customer shall provide BPA with the name (or title), address, voice phone number and Fax number for routine operational activities performed under this Agreement. Such operational activities shall include, but are not limited to outage coordination, generation dispatch and system dispatch. Any notice, request or demand of an operating nature between BPA and the Customer shall be made orally or in writing, by facsimile, by First Class mail or overnight delivery service.

If to the Customer:

Idaho Falls Power
P.O. Box 50220
Idaho Falls, ID 83405-0220
Attention: Bear Prairie
Title: Assistant General Manager
Phone: (208) 612-8429
E-mail: BPrarie@ifpower.org

If to BPA:

Primary Contact:

Dittmer Dispatch:
Phone: (360) 418-2281 or 418-2280
or (503) 283-8501
Fax: (360) 418-2938

Secondary:

Attention: Jackie Flowers
Title: General Manager
Phone: (208) 612-8438
E-mail: JFlowers@ifpower.org

Secondary Contact:

Munro Dispatch:
Phone: (509) 465-1820
or (888) 835-9590
Fax: (509) 466-2444

Outage Coordination:

Dittmer Control Center Outage Office
Phone: (360) 418-2274
or (360) 418-2275
Fax: (360) 418-2214

3. FOR REPORTING OF COMPLIANCE DOCUMENTATION

If to the Customer:

Idaho Falls Power
P.O. Box 50220
Idaho Falls, ID 83405-0220
Attention: Richard Malloy
Title: Engineering and Compliance
Manager
Phone: (208) 612-8428
E-mail: rmalloy@ifpower.org

If to the BPA Reliability Program:

E-mail: TXReliabilityCompliance@bpa.gov

If by First Class Mail:

Bonneville Power Administration
Attention: Transmission Reliability
Program – TPC/TPP-4
P.O. Box 491
Vancouver, WA 98666-0491

If by Overnight Delivery Service:

Bonneville Power Administration
Attention: Transmission Reliability
Program – TPC/TPP-4
5411 NE Hwy 99
Vancouver, WA 98663

City of Idaho Falls
Expenditure Summary
From 6/01/2016 To 6/30/2016

Fund	Total Expenditure
General Fund	1,029,126.40
Street Fund	80,560.11
Recreation Fund	92,593.69
Library Fund	24,475.49
MERF Fund	267,115.87
EL Public Purpose Fund	66,448.62
Golf Fund	85,855.76
Self-Insurance Fund	42,488.65
Municipal Capital Imp F	22,966.00
Street Capital Imp Fund	23,881.79
Traffic Light Cap Imp F	37,460.99
Airport Fund	809,185.10
Water & Sewer Fund	1,052,961.50
Sanitation Fund	4,509.73
Ambulance Fund	44,904.28
Electric Light Fund	4,070,859.47
Payroll Liability Fund	1,827,958.88
	9,583,352.33

JUNE 2016

Dear Mayor and City Council Members.

Attached please find the City of Idaho Falls, Idaho, Monthly Treasurer's Report for the above referenced month, as required by Idaho Code Section 50-208.

This Report was filed in the City Clerk's office on or before the (10th) day from the end of the month of the Report.

OATH

I, Kenneth McOmber, the City of Idaho Falls Treasurer, do hereby affirm that this City of Idaho Falls, Idaho, Monthly Treasurer's Report is true and accurate to the best of my knowledge and that it shows the state of the City treasury as of the date of this Report and the balance of money in the City treasury, all as required by Idaho Code Section 50-208.

Kenneth McOmber
Kenneth McOmber

7-8-16
Date Signed

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 8th day of JULY, 2016, before me, the undersigned, a Notary Public for Idaho, personally appeared KENNETH MCOMBER known to me to be the Treasurer of the City of Idaho Falls, the municipal corporation that executed the foregoing document and acknowledged to that such city executed the same.



Kathy Hampton
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: 01-03-2020

June 2016 Treasurer's Report.xls

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT											
KENNETH MCOMBER TREASURER											
JUNE, 2016											
FUND	BEGINNING CASH	BEGINNING BALANCE	TOTAL RECEIPTS	MATURED INVESTMTS	JOURNAL DEBIT	TOTAL EXPENSES	NEW INVESTS	JOURNAL CREDITS	CASH ON HAND	INVESTED FUNDS	ENDING BALANCE
GENERAL	1,442,820.89	14,447,820.89	1,416,690.00	2,500,000.00	1,432,161.98	3,934,582.85	2,690,000.00	431,971.06	(264,881.04)	13,195,000.00	12,930,118.96
HEALTH & ACCIDENT INSUR.	1,487,573.43	2,472,573.43	-	-	-	-	-	-	1,487,573.43	985,000.00	2,472,573.43
STREET	(1,149,120.80)	(1,149,120.80)	4,748.51	-	-	223,310.86	-	28,535.49	(1,396,218.64)	-	(1,396,218.64)
RECREATION	146,386.09	146,386.09	123,609.68	-	-	179,429.88	-	16,952.76	73,613.13	-	73,613.13
LIBRARY	179,246.13	1,279,246.13	83,016.56	500,000.00	-	152,948.00	500,000.00	13,974.42	95,340.27	1,100,000.00	1,195,340.27
AIRPORT PFC FUND	35,449.87	35,449.87	59,413.24	-	-	-	-	35,449.87	59,413.24	-	59,413.24
MUNICIPAL EQUIP. REPLCMT.	1,062,168.28	15,504,688.38	25,289.67	3,112,384.56	339,367.00	301,223.87	2,905,362.48	-	1,332,623.16	14,235,498.02	15,568,121.18
EL. LT. WEATHERIZATION FD	241,936.47	2,241,936.47	230,222.85	500,000.00	-	66,489.14	700,000.00	85.00	205,585.18	2,200,000.00	2,405,585.18
BUSINESS IMPRV. DISTRICT	72,985.29	72,985.29	36,383.70	-	-	-	-	-	109,368.99	-	109,368.99
IFP RATE STABILIZATION FD	40,295.83	18,323,986.06	-	-	-	-	-	-	40,295.83	13,783,690.23	13,823,986.06
IFP CAPITAL IMPROVEMENT	250,000.00	16,264,728.64	25,168.46	6,500,000.00	-	-	2,000,000.00	3,700,000.00	1,075,168.46	16,014,728.64	17,089,897.10
GOLF	(310,484.50)	(310,484.50)	282,681.78	-	-	211,512.86	-	49,371.70	(288,687.28)	-	(288,687.28)
GOLF CAPITAL IMPROVEMENT	176,028.76	176,028.76	-	-	7,253.77	-	-	-	183,282.53	-	183,282.53
SELF-INSURANCE FD.	215,818.74	2,015,818.74	1,792.89	800,000.00	-	42,488.65	500,000.00	-	475,122.98	1,500,000.00	1,975,122.98
SANITARY SEWER CAP IMP.	336,853.25	1,136,853.25	21,274.16	200,000.00	-	-	200,000.00	-	358,127.41	800,000.00	1,158,127.41
MUNICIPAL CAPITAL IMP.	241,438.06	841,438.06	23,040.27	100,000.00	-	22,966.00	100,000.00	-	241,512.33	600,000.00	841,512.33
STREET CAPITAL IMPRV.	230,158.03	230,158.03	-	-	-	23,881.79	-	-	206,276.24	-	206,276.24
BRIDGE & ARTERIAL STREET	238,013.86	238,013.86	4,057.51	-	-	-	-	-	242,071.37	-	242,071.37
WATER CAPITAL IMPR.	217,978.50	2,417,978.50	26,464.47	700,000.00	-	-	500,000.00	-	444,442.97	2,000,000.00	2,444,442.97
SURFACE DRAINAGE	88,556.11	88,556.11	1,449.03	-	-	-	-	-	90,005.14	-	90,005.14
TRAFFIC LIGHT CAPITAL IMPRV	289,095.45	1,289,095.45	122,590.96	200,000.00	34,096.00	37,460.99	200,000.00	-	408,321.42	1,000,000.00	1,408,321.42
PARKS CAPITAL IMPROVEMENT	85,994.97	85,994.97	16,175.00	-	51,254.29	-	-	-	153,424.26	-	153,424.26
AIRPORT	569,376.69	3,469,376.69	321,533.62	1,300,000.00	-	902,309.62	800,000.00	44,485.42	444,115.27	2,400,000.00	2,844,115.27
WATER & SEWER	1,021,040.57	29,195,040.57	1,636,510.20	5,000,000.00	-	1,378,134.05	5,900,000.00	358,104.39	21,312.33	29,074,000.00	29,095,312.33
W & S EQUIPMENT REPLACE	409,108.93	1,004,108.93	-	-	-	-	-	-	409,108.93	595,000.00	1,004,108.93
W & S SANITARY INTERCPT	238,061.30	738,061.30	-	-	-	-	-	-	238,061.30	500,000.00	738,061.30
SANITATION	541,451.42	1,241,451.42	381,592.43	-	-	157,132.22	200,000.00	122,601.44	443,310.19	900,000.00	1,343,310.19
AMBULANCE	529,337.06	529,337.06	205,230.88	-	-	359,283.74	-	98,369.78	276,914.42	-	276,914.42
ELECTRIC LIGHT	1,231,949.97	8,671,393.00	4,204,569.05	800,000.00	3,700,000.00	4,720,141.41	1,000,000.00	663,565.91	3,552,811.70	7,639,443.03	11,192,254.73
PAYROLL FUND	58,190.87	58,190.87	4,732,742.84	-	7,600.00	3,876,227.39	-	-	922,306.32	-	922,306.32
CLAIMS FUND	-	-	5,342,415.03	-	-	5,342,415.03	-	-	-	-	-
TOTAL ALL FUNDS	10,217,709.52	122,757,091.52	19,328,662.79	22,212,384.56	5,571,733.04	21,931,938.35	18,195,362.48	5,563,467.24	11,639,721.84	108,522,359.92	120,162,081.76

June 2016 Treasurer's Report.xls

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT
 CASH AND INVESTMENT REPORT
 Jun-16

DISTRIBUTION OF CASH CASH AND TRUST ACCOUNTS		INVESTMENTS					
INSTITUTION	AMOUNT	INVESTMENT TYPE	TIME TO MATURITY				TOTAL
			1-30 DAYS	31-90 DAYS	91-180 DAYS	OVER 180 DAYS	
BPA Loan Imprest (BICLI)	\$113,129.85	Certificate of Deposit	\$490,000.00	4,060,000.00	3,490,000.00	7,260,000.00	\$15,300,000.00
El. Lt. Imprest (BIELI)	\$105,595.73						
Refund Acct. (BIRFD)	\$107,141.89	U.S. Securities	\$5,000,000.00	\$348,000.00	\$0.00	\$3,000,000.00	\$8,348,000.00
Wells Fargo Bank	\$4,829,722.22						
Petty Cash	\$14,740.00	Commercial Paper	5,985,843.33	28,323,697.89	9,973,555.56	\$0.00	\$44,283,096.78
US Bank (US)	\$4,568,959.30						
US Bank Payroll (USPAY)	\$882,531.15	Corporate Bonds	\$0.00	6,078,000.00	3,584,000.00	30,929,263.14	\$40,591,263.14
Wells Fargo Bank (WELLS)	\$1,010,233.61						
Key Bank	\$7,668.09						
		TOTAL	\$11,475,843.33	\$38,809,697.89	\$17,047,555.56	\$41,189,263.14	\$108,522,359.92
TOTAL	\$11,639,721.84						

MAY 26, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting (Idaho Falls Power Board Meeting), Thursday, May 26, 2016, at the Idaho Falls Power Conference Room, located at 140 S. Capital Avenue in Idaho Falls, Idaho at 8:00 a.m.

There were present:

Mayor Rebecca Casper
Councilmember Thomas Hally (departed at 10:43)
Councilmember David Smith
Councilmember Michelle Ziel-Dingman
Councilmember Barbara Ehardt
Councilmember Ed Marohn
Councilmember John Radford

Also present:

Jackie Flowers, Idaho Falls Power Director
Bear Prairie, Idaho Falls Power Assistant Director
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 8:00 a.m. and turned the meeting to Director Flowers with the following agenda items, with general discussion throughout:

Idaho Falls Power 2016 Q2 Quarterly Report and Power Forecast:

Director Flowers expressed her appreciation to Barb Sanderson – Senior Accountant, Stacy Scott – Accountant II, and Assistant Director Prairie for their hard work and assistance with the budget reports. She presented the following information regarding FY16 Q2:

- Revenues collected are at 49% of projected budget
 - Residential – 56%
 - Industrial – 52.6%
 - Commercial – 43%
 - Power – Bonneville Power Administration (BPA) 43.5%, surplus 86%
- Expenses were at 50.1% of budget
- Rate Stabilization Fund (RSF) balance is consistent to ten (10) years ago, surplus power sales continue to build capital fund
 - RSF is at target of \$20 million with fluctuation occurring as Power Cost Adjustment (PCA) use is intended. Adjustment will reflect decline in revenues associated with power supply. Final adjustments to the RSF are anticipated to occur prior to budget year end to reflect draws from the Electric Light Fund (ELF) used to stabilize revenues due to poor water and market conditions.
 - Capital Fund at \$15 million budget with expenditures in progress and not yet transferred. Q3 will see true up transfer from Transmission & Distribution (T&D) for North Loop expenses.
 - Electric Light Fund (ELF) at \$4 million mark, prompting transfer from T&D. Q3 saw a \$750,000 transfer to Municipal Equipment Replacement Fund (MERF) balance (based on extending life expectancy from 10 years to 15 years).

Assistant Director Prairie presented the following information regarding FYQ2 Power Supply:

- Q2 Net Power Supply cost = +16% from previous – \$1,237,589
 - Expenses were up \$80,255
 - Revenues were down \$1,190,156 (\$250,000 for bulb sales)
 - 43,986 MWh less sales and prices down \$2.93 on average

MAY 26, 2016

- Gem State & Bulb Generation was 47% lower than previous year
- 47.54% of total budget

He stated Heavy Load and Light Load prices have slightly increased, June and July saw more change due to early run-off. Water outlook indicates above normal precipitation for March, all reservoirs should fill this year.

Circa 2016 Q2 Quarterly Report:

Director Flowers presented the following information:

- Revenues at 54.6% of budget
- Expenses at 87.7% of budget (due to construction work orders, billable)
- Service providers are leasing 14 pairs for 336 drops, private businesses are leasing 11 pairs for 66 drops (Ordinance states maximum pair for provider to lease is six (6))
- Original loan was paid in full in December of 2015, loan balance will slightly fluctuate as money flows fluctuate due to extension requests and amortized costs.

Bulb Turbine Contract with BPA:

Assistant Director Prairie presented the following information:

- Bulb Turbines
 - Contract term: 9/30/2011 – 9/30/2021
 - Five (5) year price renegotiation/five (5) year fixed price
 - 2011-2016 collar - \$30.50 floor, \$55.50 ceiling
 - 2017-2021 Price: Negotiating
 - 2016 versus 2010
 - Wholesale prices have dropped substantially
 - Retail sales are flat to declining
 - Energy Imbalance Market (EIM)
 - General Transfer Agreement (GTA) termination
 - PacifiCorp (PAC) transmission rates increasing
- Negotiations with BPA
 - Fixed flat price per MWh (belief that fixed price adds stability)
 - Index price with collar again - \$21.00 floor, \$31.00 ceiling
 - Options
 - Negotiate the best deal possible
 - Bring bulb output to serve IFP load, decrementing our Tier 1 from BPA

He reviewed analysis of 5-year totals including value of Tier 1 reduction of 14.724% (which does not equal actual bulb generation due to fluctuation of water years), value of selling bulbs to BPA (at \$23.55) and extreme case at \$31.00 per MWh. Assistant Director Prairie believes in all scenarios it is better value to bring bulbs back to IFP load and reduce our Tier 1 BPA expense. The cost of BPA power continues to rise and wholesale prices that BPA would pay for the generation is low. IFP recommendation is to terminate negotiations with BPA for the sale of the bulb turbine output. After brief discussion it was decided by Councilmembers to proceed with recommendations from IFP staff. This item will be presented for approval at the June 6, 2016, Work Session.

Budget:

Director Flowers indicated IFP is continuing to work on the final budget with regard to revenues and power supply. Capital will be slightly adjusted to reflect softened demand. Energy efficiency focus is being adjusted to ease off commercial lighting to ease drop in retail sales. She reviewed the Payment in Lieu of Taxes (PILOT) impact,

MAY 26, 2016

stating a decrease in revenues would result in \$850,000 less cash transfer to the General Fund. More reserves would be available if all in-kind/specialty payments were removed, actual amounts will be based on a three (3)-year average. Director Flowers presented a formula modification to remove the remaining variability in the calculation. Gross revenues from the latest closed fiscal year will be used for the overall benchmark formula. This will shield the calculation from worst case projections in terms of water year, retail sales, wholesale pricing and instead provide certainty as the number is a firm number. Additionally, it will better align with the date range of the APPA benchmark document.

BPA Power Sales Contract:

Assistant Director Prairie reviewed Section 11 of the BPA Contract – “by May 31, 2016, Idaho Falls may provide written notice to BPA that it is requesting to change its purchase obligation effective October 1, 2019”. He stated this is only a notice of intent and BPA has a deadline of July 31, 2016, to accept/deny/defer. By August 31, 2016, BPA will notify the customer (IFP) of any costs which then starts a 30-day timeframe for IFP to accept or stay with slice. He reviewed the slice-water routing model and product options for continuing with slice. He stated alternative product options include load following, flat block, diurnal block, shaped block, and any block/add shaping capacity. He believes the only two (2) other options for change which would be load following and shaped block with shaping capacity. He compared the products as follows:

- Slice/Block – Cost Categories
 - Composite cost pool
 - Non-slice cost pool (block only)
 - Slice cost pool
 - The Energy Authority (TEA) software
 - Utah Associated Municipal Power Systems (UAMPS) scheduling fee
 - IFP staff and expertise to manage hydro risk
- Load Following (not recommended as IFP has its own resources)– Cost Categories
 - Composite cost pool
 - Non-slice cost pool
 - Load shaping charges
 - Demand charges
 - Resource Support Services
- Block with Shaping – Cost Categories
 - Composite cost pool
 - Non-slice cost pool
 - UAMPS scheduling fee/reduced though from Slice
 - IFP staff and expertise to manage scheduling and marketing
- Cost comparison: Slice Cost 2016 - \$24,698,369; Block with Shaping 2016 - \$23,854,986

Assistant Director Prairie’s recommendation is to give notice of intent to change product from Slice to Block with Shaping. Analysis for final determination will be continued.

Transmission to South Idaho and Energy Imbalance Market:

Assistant Director Prairie presented the following information:

- Transmission
 - South Idaho Load Service (SILS)
 - BPA network transmission customer
 - IFP is unique – we are also network with UAMPS
 - GTA
 - Historic agreement between PAC and BPA
 - Five (5) year notice to terminate

MAY 26, 2016

- Terminates on July 1, 2016
- Simply an energy swap after the fact
- Pre Open Access agreement
- Who was affected
 - All BPA customers in PAC East's Balancing Authority (BA), including Idaho Falls, Fall River, Lower Valley, Salmon River Electric, Soda Springs
 - How will BPA serve us?
 - Open Access Transmission Tariff, BPA now standard network customer of PAC
 - Point to Point service through Idaho Power Company
 - AMPS line and litigation – beneficial for BPA to serve IFP and other Eastern Idaho preference customers
 - Market Purchases
- Changes for Idaho Falls
 - Actual schedules with E-tags
 - Bulbs still behind meter but now scheduled with BPA
 - Storage agreements
 - IFP will be scheduling in new BPA online portal
 - Slice in scheduling timelines are problematic
- Energy Imbalance Market
 - History with organized markets in Western Electricity Coordinating Council (WECC)
 - EIM – Sub hourly market
 - Expansion of the California Independent System Operator (CAISO)
 - Uses full network model
 - Balances load and resources – wide footprint
 - More efficient dispatch – low cost resource
 - Transmission – scheduling and payments

EIM footprint is most of California and currently PacifiCorp's service area (including Idaho Falls) but is continuing to expand. Prior to each market run the EIM will automatically assess the entire footprint and determine the most effective dispatch of forecasts, outages, resource scheduling, economic bids, dynamic contingencies, and interchange schedules.

Logo:

Director Flowers presented several draft concepts from Hunt Design for IFP and the Circa logo. She is anticipating the updated logos can be completed to coincide with the timing of the updated utility statements beginning in July, 2016. After brief discussion, it was decided use of 'Idaho Falls Fiber' was preferred over 'Circa'.

There being no further business, it moved by Councilmember Smith, seconded by Councilmember Marohn, that the meeting adjourn at 11:33 a.m., which passed following a unanimous vote.

CITY CLERK

MAYOR

JUNE 6, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Work Session), Monday, June 6, 2016, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Michelle Ziel-Dingman
Councilmember Ed Marohn
Councilmember Barbara Ehardt
Councilmember Thomas Hally
Councilmember John B. Radford

Absent:

Councilmember David M. Smith

Also present:

Kerry McCullough, Public Information Officer
Bear Prairie, Idaho Falls Power Assistant Director
Craig Davis, Idaho Falls Airport Director
Dave Hanneman, Fire Chief
Randy Fife, City Attorney
Michael Kirkham, Assistant City Attorney
Greg Weitzel, Parks and Recreation Director
Brent Martin, Parks Superintendent
Ronnie Campbell, Parks Foreman
Chris Fredericksen, Public Works Director
Kent Fugal, City Engineer
Chris Canfield, Public Works Assistant Director
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:03 p.m. with the following:

Mayor's Report and Action Items:

Mayor Casper stated the Councilmembers will now be receiving minutes from various committees/boards for information purposes. The budget process has begun with all departments, it is anticipated to have a draft budget for Council review on June 29. The American Public Power Association (APPA) meetings will be held the week of June 13, 2016, Idaho Falls Power Director Jackie Flowers and Mayor Casper will be attending. The two (2) current Citizen Review Committees (CRC), Legal Department and Fire Department, have concluded their regular meetings and will be presenting their reports later in the year. Fluor has nominated the Idaho Falls Zoo at Tautphaus Park as a potential STEM (Science, Technology, Engineering and Math) project which would include a \$10,000 grant. First-year report data regarding SAUSA (Special Assistant United States Attorney) will be distributed to Councilmembers. The Human Resources (HR) position has closed, interviews will be scheduled in the near future.

Other Announcements and Calendar Items:

Idaho Falls Fire Department open house for new recruits, June 10; Fire Ops, June 11
Clean & Green Volunteer Day, June 13
Council Work Session 3:00pm and Council Meeting 7:30pm, June 20 – Council President Hally will be conducting Association of Idaho (AIC) Conference, June 22-24 in Boise, including an Economic Development track
Parks Master Planning Meeting, June 29, Ice Arena
Idaho Falls Power (IFP) Board Meeting, June 30

JUNE 6, 2016

City Council Reports:

Councilmember Hally stated the recent stock car races at Idaho Falls Raceway at Noise Park were completely sold out, discussion is occurring for additional bleachers. The Home Owners Association of St. Clair estates is installing a fence surrounding the retention pond in their area. The Idaho Falls Zoo at Tautphaus Park as well as Movies in the Park have been well attended.

Council Marohn stated he, along with Brad Cramer, Community Development Services Director, will be conducting an Economic Seminar at the upcoming AIC Annual Conference.

Councilmember Ehardt expressed her appreciation to those in attendance at the Memorial Day Field of Honor events. She stated she and Director Fredericksen are following up with citizen concerns regarding the Hitt Road/17th Street intersection.

Councilmember Dingman stated applications are currently being accepted for the 42nd session of the Citizens Police Academy (CPA), which will begin in August, 2016.

Councilmember Radford stated the Idaho Falls Fire Department is currently accepting applications. He encouraged the Councilmembers to attend the Fire Ops.

Idaho Falls Power (IFP) presented the following item:

Ratification of Power Supply Notification to Bonneville Power Administration (BPA):

Assistant Director Prairie stated per previous discussion at the May 26, 2016, IFP Board Meeting, the current bulb turbine contract is a ten (10) year contract with a five (5) year break in price for renegotiation of new price. If there is no action on behalf of IFP, the contract terminates by default September 30, 2016. Notice was given to BPA concerning the price negotiation on the sale of the output of the bulb turbines for an additional five (5) years. IFP has been engaged in good faith negotiations with BPA for the past three (3) months to continue the power sale. IFP finds it economically beneficial and of lower economic risk to no longer sell the output to BPA. Under any market price and hydrological scenario analyzed it was cost effective to use this generation to serve our community directly. Assistant Director Prairie stated BPA appreciated the notification from IFP. The majority of the power supply will continue with BPA and as load growth and economic expansion continues, there will be opportunity to purchase additional power supply from BPA. After brief discussion, it was moved by Councilmember Marohn, seconded by Councilmember Hally, to ratify the power supply notification to Bonneville Power Administration. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford. Nay – none. Motion carried.

Idaho Falls Airport presented the following item:

Air Show Funding Discussion:

Mayor Casper stated per Airshow discussion on April 25, 2016, an array of costs was discussed to assist with the Blue Thunder Airshow. Director Davis was requested to collaborate with department directors as well as the Airshow committee for any possible reduction in costs. Director Davis presented the following amounts:

<u>Department</u>	<u>Original Amount</u>	<u>Reduced Amount</u>
Police	\$82,264	\$49,367 – Meets the staffing requested by Air Show board
Fire	\$31,000	\$15,500 – In addition, the Airport will have 24/7 ARFF coverage in 2017
Public Works	\$21,012	\$21,012 – Remained the same as the level was deemed appropriate
Airport	\$40,250	\$0 – The Air Show board has absorbed most of the Airport's anticipated costs, any operational costs will be absorbed by Enterprise Funds
Total Request	\$174,526	\$85,879

Chief Hanneman stated although the Airshow committee is willing to pay \$15,500, the Fire Department cost will remain the same in order to provide adequate services for any potential incidents and public safety. Councilmember Hally stated the previous airshow, held in 2010, was one of the most significant events held by the City that

JUNE 6, 2016

benefited the entire region. Mayor Casper indicated any money allocated for the Airshow would require preapproval and then included in the FY2016/2017 budget. She stated the budgeted line item for all community donations/grants amounts to approximately \$100,000 and the \$85,879 (net amount) requested for the Airshow could cause a severe impact to other entities requesting donations/grants as there is not a specific line item for this particular event. Russell Johnson, Airshow Committee Chairman, appeared and stated according to the Airshow Committee by-laws, any profit received from the Airshow could be donated to any 501(C)3 entity that participates in an educational program. Director Davis distributed a draft sponsorship agreement for possible reimbursement by the Airshow committee. Brief discussion followed regarding other City-assisted events, including the 4th of July activities. Councilmember Marohn indicated these events are economic drivers with community benefits. He believes the requested amount for the Airshow should be taken from the fund balance/reserves. Councilmembers Hally and Radford concurred. Councilmember Ehardt expressed her concern for the possibility of the Airshow committee not reimbursing the City for associated costs. Mr. Fife stated, due to City Ordinance, any monetary commitment to the airshow could not be allocated from the current budget expenditures. Mr. Johnson indicated at this time only a participation commitment from the City is required, any services/costs would be provided in the following year. It was moved by Councilmember Marohn, seconded by Councilmember Hally, to set aside a line item for the Airshow in the amount of \$101,379 to be included in the FY2016/2017 budget. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Hally, Radford. Nay – Councilmember Ehardt. Motion carried. After brief discussion, it was decided a sponsorship agreement should be drafted for the Airshow as well as other community donations/grants.

Legal Department presented the following items:

Training: Health Insurance Portability and Accountability Act (HIPPA) for Elected Officials:

Mr. Kirkham stated HIPPA's privacy rules cover any information that could be used to personally identify an individual by an entity. Elected officials are not entitled to receive any personal information from City staff, such as the Fire or Police Departments. Mr. Kirkham recommended the elected officials avoid putting any staff in a difficult or awkward position regarding potential violation of the HIPPA Rule. He indicated health information received by any media source or a family member is not considered a HIPPA violation.

Public Records Resolution Discussion:

Mr. Kirkham stated a resolution has been drafted regarding a records retention schedule to coincide with the recent changes to Idaho Code. This resolution allows for the classification, retention, preservation, and destruction of certain records as "historical", "permanent", "semipermanent", and "temporary" records. Mr. Fife stated two (2) main changes to Idaho Code include: 1-the allowance of non-paper copies, and 2-ephemera, records that only exist for a moment, such as "post-it" notes or "to do" lists. Brief discussion followed. This resolution will be placed on the June 9, 2016, Council Meeting agenda for approval to be effective July 1, 2016.

Parks and Recreation presented the following items:

Weed Enforcement Presentation:

Director Weitzel indicated the presentation is for educational purposes for the Councilmembers as the Parks and Recreation (P&R) Department receives multiple citizen complaints regarding weed enforcement. He stated one of the Parks Division operational activities is Weed and Environmental Control which manages and enforces the City's weed control program as well as responding to resident's complaints. Weed control provides fire safety, pleasing neighborhood aesthetics, street cleanliness, and the reduction of related health issues. Weed Control is also responsible for herbicide treatment on public properties including right-of-ways and City property, and operating and maintaining Sandy Downs and the Idaho Falls Raceway at Noise Park.

JUNE 6, 2016

Mr. Campbell stated the most common complaint regarding weeds is the fire hazard and being unsightly. He reviewed the hazards associated with noxious weeds, indicating noxious weeds are located on vacant lots, houses, City property such as undeveloped ground, right-of-ways, sidewalks, storm water retention ponds, and other properties maintained by the City such as Idaho Transportation Department (ITD) property, Union Pacific property, snow dumps, and City parks. The solution to controlling weeds includes public awareness, herbicide applications, mechanical means, and Code Enforcement. Director Weitzel reviewed the Weed Control Value Stream process as well as City Code 5-8-12 & 5-8-13 and related fees for enforcement. Mr. Campbell stated due to the limitations of staff, it is not physically possible to maintain weed control on City property. Director Weitzel indicated weed maintenance will be determined by levels of high-area service uses. Brief discussion followed. Citizen complaints regarding weeds are as follows:

	FY 2014	FY 2015	FY 2016
Complaints:	441	545	120
Notices Sent:	240	417	80
Enforcements:	20	39	Ongoing

Director Weitzel stated the three (3) full-time weed control employees and 13 seasonal employees, who also assist with other Parks Division activities, are responsible to maintain 2,115 acres. He indicated it takes approximately 40 hours to spray 57 acres and on average it takes two (2) hours per acre for herbicide applications although any spray treatment cannot occur with wind speed greater than ten (10) miles per hour. Action plan includes request for the FY2016/2017 budget to include one (1) full-time Weed and Environmental Control Maintenance Operator and additional one (1) ton pickup truck to be used for snow removal as well.

Cemetery Plots Resolution Discussion:

Director Weitzel stated a resolution has been drafted to coincide with recent protocol changes made by the State Legislature to provide for a more efficient distribution of unused cemetery plots. This resolution would establish policies and procedures regarding inactivity of such plots for more than fifty (50) years. A provision would be included in the resolution upon presentation of a certificate to ownership of plots which may have been reverted to the City. Brief discussion followed regarding a reversionary clause. This resolution will be placed on the June 9, 2016, Council Meeting agenda for approval to be effective July 1, 2016.

Agency Reports:

School District 91 Board of Trustees Discussion and Presentation:

Mayor Casper stated she believes in the importance of dialogue between the elected officials and the school officials. She then turned the meeting to the School District 91 Board of Trustees and Administration consisting of: Lisa Burtenshaw – Board Chair, Bryan Zollinger – Clerk, Deidre Warden – Vice Chair, Larry Haws – Treasurer, Margaret Wimborne – Communications & Community Engagement Coordinator, and George Boland – Superintendent. It was noted David Lent, Trustee, was absent.

Mr. Boland stated community conversation took place in January of 2015 with topics addressed as follows:

- What are knowledge, skills, and attributes that graduates should have?
- What does learning look like to help acquire knowledge, skills, and attributes?
- What kind of structures are needed to support that type of learning? (facility structures and schedules)

Mr. Boland reviewed possible options for redesign/remodeling of Skyline and Idaho Falls High Schools, including the athletic fields, with general discussion and comments throughout. He stated formal plans and cost scenarios are being assembled for future School Board meeting discussion. Further general discussion followed regarding

JUNE 6, 2016

bonding options, a super high school, current land owned by School District 91, parking, utilities, storm pond space, and power pole(s) relocation.

Ms. Wimborne stated the School District 91 website includes information regarding this topic and all public comments are welcome for future discussion.

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Hally, to adjourn at 6:10 p.m. which motion passed followed a unanimous vote.

CITY CLERK

MAYOR

JUNE 9, 2016

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, June 9, 2016, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember David M. Smith
Councilmember John B. Radford
Councilmember Michelle Ziel-Dingman
Councilmember Barbara Ehardt
Councilmember Ed Marohn

Absent:

Councilmember Thomas Hally

Also present:

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

Mayor Casper invited Dave Coffey, Deputy Fire Chief of Operations, to come forward and lead those present in the Pledge of Allegiance.

Mayor Casper requested any public comment not related to items on the agenda. No one appeared.

Presentation:

Fire Chief Dave Hanneman appeared for River Rescue Honors. He stated a total of 16 Fire Department personnel were involved in the recent rescue operations and introduced staff in attendance; Lance Johnson-Battalion Chief, Brian Moncur-Captain, Matt Hardy-Firefighter, Matt Call-Firefighter, and Jess Morgan-Firefighter. He also introduced two (2) of the victims, Jose Gomez and his four (4)-year old son, Jose Gomez Junior, stating the remaining two (2) victims, Dennis Davey and his son Jacob Davey also four (4) years old, were unable to attend the presentation. Chief Hanneman stated on May 24, 2016, Mr. Davey's boat, containing the four (4) victims capsized in the Snake River near Memorial Drive and Broadway. Several Fire Department, Police Department, and Sheriff's Office units were dispatched to the scene. It was known upon arrival that Jacob Davey was trapped in debris underneath the boat. Mr. Gomez, Jose Jr., and Mr. Davey were rescued from the water by departments' staff. All victims were transported by Emergency Medical Services (EMS) to Eastern Idaho Regional Medical Center (EIRMC) for treatment of hypothermia as the water temperature was approximately 50 degrees. Once Jacob was extricated, Battalion Chief Johnson immediately began CPR as Jacob had been under water for approximately 15-20 minutes and had no heartbeat. He was then transported by awaiting EMS to EIRMC. Chief Hanneman stated persons who normally have no heartbeat for 6-10 minutes will generally not regain a heartbeat, however, those who experience a cold-water drowning have a better chance of survival. He stated younger children have a better of survival as well. Due to the described life-saving measures, Jacob is expected to have a full recovery. Chief Hanneman once again recognized those who participated in the river rescue. A standing ovation followed. Chief Hanneman then re-introduced Jose Gomez. Mr. Gomez briefly recalled the events and expressed his appreciation to the Fire Department staff. Mayor Casper believes the continual first responder training improves response time for such emergencies. She also expressed her appreciation to the Fire Department staff.

Consent Agenda Items:

Idaho Falls Power (IFP) requested approval of Bonneville Power Administration (BPA) Contract Revision No. 4 to Exhibit D.

JUNE 9, 2016

The City Clerk requested approval of the Expenditure Summary for the month of May, 2016.

FUND	TOTAL EXPENDITURE
General Fund	\$958,535.25
Street Fund	135,133.43
Recreation Fund	37,529.85
Library Fund	67,987.78
Municipal Equipment Replacement Fund (MERF)	283,058.98
Electric Light Public Purpose Fund	66,353.79
Business Improvement District	12,500.00
Golf Fund	92,908.47
Self-Insurance Fund	93,066.35
Street Capital Improvement Fund	10,000.00
Traffic Light Capital Improvement Fund	1,964.36
Airport Fund	93,479.34
Water and Sewer Fund	334,279.44
Sanitation Fund	3,551.81
Ambulance Fund	45,408.68
Electric Light Fund	3,643,098.42
Payroll Liability Fund	2,660,532.68
TOTAL	\$8,539,388.63

The City Clerk requested approval of minutes from the April 15 & 16, 2016, Strategic Planning Session, May 9, 2016, Joint Meeting with Ammon Officials, May 12, 2016, Idaho Falls Power Board Meeting, and May 12, 2016, Regular Council Meeting.

The City Clerk requested approval of license applications, all carrying the required approvals.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to approve all items on the Consent Agenda according to recommendations presented. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Radford, Smith, Dingman. Nay – none. Motion carried.

Regular Agenda Items:

Municipal Services Department submitted the following item for Council consideration:

Subject: Bid IF-16-20, Purchase and Removal of House

It is the recommendation of Idaho Falls Power and Municipal Services Departments to accept the sole bid from Greg Rainey to purchase and remove a house located on City property in the amount of \$1,500.00. Idaho Falls Power purchased the property located at 2017 East Iona Road to be used for a future substation site location. The buyer of the house will arrange to have Lemon's House Moving move the house by September 30, 2016.

Councilmember Marohn stated this property is located along the North Loop transmission line project on the east side of town. It was critical to obtain this property to proceed on the planned route for development of transmission lines and substation as the property includes water rights and a well. In 2012, an appraisal was completed for one (1) acre of the property. However, the owner, through negotiation process, agreed to sell all five (5) acres which the City purchased in 2014. The decision was made to discontinue maintenance on the property, therefore a bid process was extended to allow the sale of the house. After several weeks of being advertised, only one (1) bid, from Greg Rainey, was received.

JUNE 9, 2016

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to accept the sole bid from Greg Rainey in the amount of \$1,500.00 to purchase and remove a house located at 2017 East Iona Road to be used for future substation site location, and authorize the Mayor and City Clerk to sign any necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Ehardt, Radford. Nay – none. Motion carried.

Parks and Recreation submitted the following items for Council consideration:

Subject: Cemetery Plots Resolution

For your consideration is a resolution to create protocol in alignment with recently passed protocol by Idaho State Legislature which allows for the more efficient distribution of unused cemetery plots. The resolution has been reviewed and approved by the City Attorney.

Councilmember Radford stated this Resolution will not be effective until July 1, 2016.

It was moved by Councilmember Radford, seconded by Councilmember Marohn, to approve the resolution creating protocol for the efficient distribution of unused cemetery plots, and give authorization for the Mayor and City Clerk to sign the necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Radford, Smith. Nay – none. Motion carried.

Subject: Primary Stock Contract – War Bonnet Roundup Rodeo

For your consideration is the Primary Stock Contractor Agreement with Dakota Rodeo for the War Bonnet Roundup Rodeo in an estimated amount of approximately \$50,000.00. This one (1) event agreement has been reviewed and approved by the City attorney.

Councilmember Radford stated the actual costs will be determined by the number of rodeo events. It is anticipated costs related to the rodeo will be funded through rodeo sponsors and ticket sales.

It was moved by Councilmember Radford, seconded by Councilmember Marohn, to approve Primary Stock Contractor Agreement for the War Bonnet Roundup Rodeo with Dakota Rodeo in an estimated amount of approximately \$50,000 and give authorization for the Mayor and City Clerk to sign the necessary documents. Roll call as follows: Aye – Councilmembers Smith, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

Public Works submitted the following items for Council consideration:

Subject: Idaho Transportation Department State/Local Agreement – 12th Street Idaho Canal Bridge Project

For your consideration is a State/Local Development Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the 12th Street Idaho Canal Bridge project. This agreement stipulates that \$7,000.00 be forwarded as deposit against the City match with the signed agreement if approved. This agreement has been reviewed by the City Attorney.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to adopt the resolution, approve the State/Local Development Agreement for the 12th Street Idaho Canal Bridge project, and give authorization for the Mayor and City Clerk to sign the necessary documents. Roll call as follows: Aye – Councilmember Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

RESOLUTION 2016-17

JUNE 9, 2016

WHEREAS, THE IDAHO TRANSPORTATION DEPARTMENT, HEREAFTER, CALLED THE STATE, HAS SUBMITTED AN AGREEMENT STATING OBLIGATIONS OF THE STATE AND THE CITY OF IDAHO FALLS, HEREAFTER CALLED THE CITY, FOR DEVELOPMENT OF 12TH STREET IDAHO CANAL CULVERT.

Subject: Idaho Transportation Department State/Local Agreement – South Boulevard Corridor Rectangular Rapid Flashing Beacons (RRFB)

For your consideration is a State/Local Development Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the South Boulevard Corridor Rectangular Rapid Flashing Beacons project. This agreement stipulates that the City will administer the construction and inspection services in lieu of the customary fund match of 7.34%. This agreement has been reviewed by the City Attorney.

Public Works Director Chris Fredericksen stated the rapid flashing beacons will be installed at Birch Street, near the D Street underpass as well as 9th Street. The project will be completed with accepted safety improvement funds. He believes the current beacons have been well received in the community.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to adopt the resolution, approve the State/Local Development Agreement for the South Boulevard Corridor Rectangular Rapid Flashing Beacons project, and give authorization for the Mayor and City Clerk to sign the necessary documents. Roll call as follows: Aye – Councilmember Ehardt, Radford, Smith, Marohn, Dingman. Nay – none. Motion carried.

RESOLUTION 2016- 19

WHEREAS, THE IDAHO TRANSPORTATION DEPARTMENT, HEREAFTER, CALLED THE STATE, HAS SUBMITTED AN AGREEMENT STATING OBLIGATIONS OF THE STATE AND THE CITY OF IDAHO FALLS, HEREAFTER CALLED THE CITY, FOR CONSTRUCTION OF S. BOULEVARD CORRIDOR RRFB LIGHTS.

Subject: Idaho Transportation Department State/Local Agreement – Lomax Street and F Street Flashing Stop Signs

For your consideration is a State/Local Development Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the Lomax Street and F Street Flashing Stop Signs project. This agreement stipulates that the City will administer the construction and inspection services in lieu of the customary fund match of 7.34%. This agreement has been reviewed by the City Attorney.

Director Fredericksen stated this project is utilizing federal funding as a safety improvement to install LED (light-emitting diode) lights on three (3) stop signs located on F Street (Capital/Park Avenue/Shoup) as well as three (3) stop signs located on Lomax Street (Freeman/Wabash/Fanning). Solar power is being utilized where possible to reduce any ongoing costs.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to adopt the resolution, approve the State/Local Development Agreement for the Lomax Street and F Street Flashing Stop Signs project, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmember Radford, Ehardt, Smith, Marohn, Dingman. Nay – none. Motion carried.

RESOLUTION 2016- 20

WHEREAS, THE IDAHO TRANSPORTATION DEPARTMENT, HEREAFTER, CALLED THE STATE, HAS SUBMITTED AN AGREEMENT STATING OBLIGATIONS OF THE STATE AND THE CITY OF IDAHO

JUNE 9, 2016

FALLS, HEREAFTER CALLED THE CITY, FOR CONSTRUCTION OF LOMAX AND F STREET FLASHING STOP SIGNS.

Subject: Right-of-Way Use Agreement – ExteNet

For your consideration is a proposed Right-of-Way Use Agreement for ExteNet to install fiber optics in public right-of-way. The agreement was prepared by the City Attorney and has been reviewed by Idaho Falls Power.

Councilmember Ehardt stated due to State regulations, a franchise agreement would not apply. Idaho Falls Power Compliance and Engineering Manager Richard Malloy stated the agreement allows services within the right-of-way, including provisions to allow the City to reserve space within said right-of-way. This agreement is for underground use.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve the Right-of-Way Use Agreement for ExteNet and give authorization for the Mayor and City Clerk to execute the necessary documents and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmember Marohn, Dingman, Ehardt, Radford, Smith. Nay – none. Motion carried.

Idaho Falls Power submitted the following items for Council consideration:

Subject: Approve Pole Attachment License Agreement with ExteNet Systems, Inc

Idaho Falls Power (IFP) has received a request from ExteNet Systems Inc. to attach communication infrastructure to power poles. IFP has a Federal Communications Commission (FCC)-approved template for licensing agreements that will be applied to the ExteNet request. This template will be adopted for all pole attachment requests and, in fact, Idaho Falls Power is currently negotiating agreements with three (3) other companies.

Councilmember Smith stated this agreement is for above the ground use and height of pole placement will be determined by the attached cables.

It was moved by Councilmember Smith, seconded by Councilmember Marohn, to approve the Pole Attachment License Agreement with ExteNet Systems Inc., and authorize the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmember Ehardt, Marohn, Radford, Smith, Dingman. Nay – none. Motion carried.

Subject: Bid Award - Gem State Right Dike Drain Replacement Project

For your consideration is the bid tabulation for the Gem State Right Dike Drain Replacement Project. The right dike is part of the engineered earthen structure of the Gem State dam. This project will replace the single wall ADS pipe between manholes 1 and 2 on the right dike, where the pipe has collapsed. This project is in the Capital Improvement Plan and in the FY16 budget.

Engineer's Estimate	3H Construction LLC
\$163,912.00	\$159,227.00

It was moved by Councilmember Smith, seconded by Councilmember Ehardt, to approve the design and award the bid to the lowest responsive, responsible bidder, 3H Construction LLC, in the amount of \$159,227.00, and give authorization for the Mayor and City Clerk to sign any necessary documents. Roll call as follows: Aye – Councilmember Dingman, Radford, Marohn, Smith, Ehardt. Nay – none. Motion carried.

Subject: Approve a Resolution to Procure Services for the Upper Plant Boat Ramp Replacement Project on the Open Market

JUNE 9, 2016

Idaho Falls Power solicited bids to replace the boat ramp near the Upper Plant this fall while the sedimentation removal project is in progress. No bids were received. The project was included in the Capital Improvement Plan and the FY16 budget. Given the lack of bids, staff requests permission to negotiate services for the project on the open market.

It was moved by Councilmember Smith, seconded by Councilmember Ehardt, to approve the resolution to authorize staff to procure services for the Upper Plant Boat Ramp Replacement Project on the open market, and give authorization for the Mayor and City Clerk to sign the necessary documents. Roll call as follows: Aye – Councilmember Radford, Ehardt, Smith, Marohn, Dingman. Nay – none. Motion carried.

RESOLUTION NO. 2016-21

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO PROCURE SERVICES FOR THE UPPER PLANT BOAT RAMP REPLACEMENT ON THE OPEN MARKET; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

Legal Department submitted the following item for Council consideration:

Subject: Resolution of City's Records Retention Schedule

For your consideration is a Resolution which follows recent changes made by the Idaho Legislature regarding City records retention. The Legislature has changed some of the definitions and requirements relative to reproducing, retaining, and managing public records. The most significant change allows cities, under certain circumstances, to maintain a copy of a City record in a photographic, digital, or other non-paper medium. The resolution contains a definition of "ephemera", which addresses transitory, non-permanent records which do not normally constitute something likely to have intrinsic value or constitute something that the City would keep in the normal course of City business.

Attorney Fife reviewed the length of time required to retain public records including historical, permanent, and semi-permanent. He indicated prior to destroying records, a resolution must be passed to address records by type. He stated "ephemera" includes 'post-it' or similar notes which are only used as a utility to create the document. Records will be reviewed between the City Clerk's Office and the City Attorney's Office to ensure proper records are retained per State Code.

It was moved by Councilmember Ehardt, seconded by Councilmember Marohn, to adopt the resolution regarding a City Records Retention Schedule and authorize the Mayor and City Clerk to sign the necessary documents. Roll call as follows: Aye – Councilmember Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

RESOLUTION NO. 2016-22

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING A DEFINITION OF CITY RECORDS AND THE CLASSIFICATION AND RETENTION OF CERTAIN PUBLIC RECORDS PURSUANT TO IDAHO CODE AND COUNCIL POLICY; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

Community Development Services submitted the following items for Council consideration:

Subject: Request for Waiver of Electric Line Extension Fees

JUNE 9, 2016

For your consideration is a request for waiver of the Electric Line Extension Fee for the Springhill Suites project located at 660 River Walk Drive. The fees requested for waiver total \$54,579.55. This request is made pursuant to City Code 8-5-31 which states, "Council reserves the right to waive or adjust fees (other than net metering fees) upon a finding of good cause to do so where such waiver or reduction supports redevelopment or the annexation of property contiguous with or surrounded by the City." The site under consideration is part of an urban renewal district and is an area that is redeveloping. Staff recommends approval of the waiver.

Councilmember Dingman stated this waiver process began in January, 2016.

Community Development Services Director Brad Cramer stated this is the second request for this waiver. Waiver requests will only be presented to Council upon recommendation by Community Development Services staff.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the waiver of the Electric Line Extension Fee for the Springhill Suites project located at 660 River Walk Drive. Roll call as follows: Aye – Councilmember Smith, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

Subject: Community Development Block Grant (CDBG) 2015 Consolidated Annual Performance and Evaluation Report (CAPER) Resolution

For your consideration is the resolution approving the 2015 CDBG CAPER. The CAPER was reviewed by the Council at the May 12, 2016, meeting. No comments were received during the public comment period.

Councilmember Dingman stated approval of the resolution is the final step in the mandated process for the CDBG CAPER.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Community Development Block Grant 2015 Consolidated Annual Performance and Evaluation Report Resolution and give authorization for the Mayor and City Clerk to sign the necessary documents. Roll call as follows: Aye – Councilmember Dingman, Smith, Marohn, Ehardt, Radford. Nay – none. Motion carried.

RESOLUTION NO. 2016-23

RESOLUTION OF THE CITY OF IDAHO FALLS ADOPTING THE FY2015 ANNUAL REPORT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT.

Subject: Annexation and Initial Zoning of HC- 1, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, M&B: 5.66 Acres, SE ¼, Section 8, T 2N, R 38E

For your consideration is the application for Annexation and Initial Zoning of HC-1, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, M&B: 5.66 Acres, SE ¼, Section 8, T 2N, R 38E. The Planning and Zoning Commission considered this item at its May 3, 2016, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all staff reports and presentation materials be entered into the record.

Director Cramer appeared with the following:

- Slide 1: Property under consideration in surrounding zoning use
- Slide 2: Future Land Use Map of the Comprehensive Plan

JUNE 9, 2016

- Slide 3: Aerial photo of property under consideration
- Slide 4: Additional aerial photo of property under consideration

Director Cramer stated the southern portion of this property has been receiving City services of water and sewer, since 1989.

- Slide 5: Photo of property frontage along Yellowstone Avenue
- Slide 6: Photo looking northwest across property
- Slide 7: Photo looking northeast along trailer park driveway
- Slide 8: Photo looking at undeveloped portion of property to the north

Mayor Casper invited any public comments.

Kevin Murray, Idaho Falls, appeared in lieu of the applicant. Mr. Murray stated this property has been purchased by the owners of State Trailer Supply and was annexed at an earlier time. The parcel is adjacent to current zoning. It is unknown of the power supply source.

Mayor Casper closed the public hearing.

Councilmember Dingman stated curb, gutter, and sidewalk improvements will be required for the frontage of the property as development occurs.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Ordinance annexing M&B: 5.66 Acres, SE ¼, Section 8, T 2N, R 38E, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Smith, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

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

ORDINANCE NO. 3070

AN ORDINANCE ANNEXING APPROXIMATELY 5.66 ACRES LOCATED NORTH OF YELLOWSTONE HIGHWAY AND WEST OF 15TH EAST TO THE CITY OF IDAHO FALLS; DESCRIBING SUCH LANDS; AMENDING THE CITY MAP; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; ESTABLISHING A COMPREHENSIVE PLAN DESIGNATION, AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Dingman, seconded by Councilmember Smith to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for M&B: 5.66 Acres, SE ¼, Section 8, T 2N, R 38E, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith to approve the Ordinance assigning a Comprehensive Plan Designation of HC-1 (Highway Commercial) Zone and establishing the initial zoning for M&B: 5.66 Acres, SE ¼, Section 8, T 2N, R 38E, as “Commercial”, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary, that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning, and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Dingman. Nay – none. Motion carried.

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

JUNE 9, 2016

ORDINANCE NO. 3071

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 5.66 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS HC-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of HC-1 Zone for M&B: 5.66 Acres, SE ¼, Section 8, T 2N, R 38E, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman. Nay – none. Motion carried.

Subject: Annexation and Initial Zoning of R-1, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, Heritage Park

For your consideration is the application for Annexation and Initial Zoning of R-1, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards for Heritage Park. The Planning and Zoning Commission considered this item at its May 3, 2016, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all staff reports and presentation materials be entered into the record.

Director Cramer appeared with the following, stating the City is the applicant.

Slide 1: Property under consideration in surrounding zoning use

Director Cramer stated there is a small parcel in this location which is not under City ownership and therefore is not being annexed. At this time the property owner of said parcel is unknown. There is also a small section, considered the bank of the Snake River, which would include State involvement for annexation. It was recommended by the City Surveyor to delay contacting the State until other river concerns could be addressed as well.

Slide 2: Future Land Use Map of the Comprehensive Plan

Slide 3: Aerial photo of property under consideration

Slide 4: Additional aerial photo of property under consideration

Slide 5: Photo looking southeast across property

Slide 6: Photo looking east across Snake River of IFP Power Plant

Slide 7: Photo looking south toward Sunnyside Road

Slide 8: Photo looking west across Snake River at property

Slide 9: Photo looking west across site

Slide 10: Additional photo looking west across Snake River at property

Director Cramer stated the islands in close proximity can eventually be annexed into City.

Mayor Casper invited any public comments.

Due to the City being the owner through land donation, there was no public comment.

Mayor Casper closed the public hearing.

Councilmember Dingman stated this is a very early step in the process related to the zoning for development of a City park while maintaining consistency with the Comprehensive Plan.

JUNE 9, 2016

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Ordinance annexing Heritage Park, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Radford, Smith, Dingman. Nay – none. Motion carried.

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

ORDINANCE NO. 3072

AN ORDINANCE ANNEXING APPROXIMATELY 9.41 ACRES LOCATED NORTH OF SUNNYSIDE ROAD, WEST OF THE SNAKE RIVER AND EAST OF SNAKE RIVER PARKWAY TO THE CITY OF IDAHO FALLS; DESCRIBING SUCH LANDS; AMENDING THE CITY MAP; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; ESTABLISHING A COMPREHENSIVE PLAN DESIGNATION, AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for Heritage Park, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Ehardt. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Ordinance assigning a Comprehensive Plan Designation of R-1 (Residence) Zone and establishing the initial zoning for Heritage Park as “Parks, Recreation”, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary, that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning, and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office. . Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman. Nay – none. Motion carried.

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

ORDINANCE NO. 3073

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 9.41 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R-1 Zone for Heritage Park, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

There being no further business, it was moved by Councilmember Radford, seconded by Councilmember Marohn, to adjourn the meeting at 8:37 p.m. which motion passed following a unanimous vote.

CITY CLERK

MAYOR

JUNE 20, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting, Monday, June 20, 2016, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

There were present:

Councilmember Thomas Hally
Councilmember Ed Marohn
Councilmember John B. Radford
Councilmember Michelle Ziel-Dingman
Councilmember David M. Smith
Councilmember Barbara Ehardt

Absent:

Mayor Rebecca L. Noah Casper

Also present:

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

Mayor Pro Tem Hally invited Kenny McOmber, City Treasurer to come forward and lead those present in the Pledge of Allegiance.

Mayor Pro Tem Hally requested any public comment not related to items on the agenda. Councilmember Ehardt, on behalf of the Councilmembers, wished a Happy Birthday to Mayor Pro Tem Hally. No one else appeared.

It was moved by Councilmember Hally, seconded by Councilmember Marohn, to move Regular Agenda Item 5.E., Police Department item, in front of Regular Agenda Item 5.B., Fire Department item, being Councilmember Dingman is liaison for the Police Department. The motion was made with good faith reason due to Councilmember Dingman's health and the possibility of her early departure from the meeting. Roll call as follows: Aye – Councilmember Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

Consent Agenda Items:

Community Development Services requested receipt of Planning and Zoning Commission Actions, June 7, 2016, meeting.

The City Clerk requested approval of Treasurer's Report for the month of May, 2016.

The City Clerk requested approval of Minutes from the May 23, 2016, Council Work Session and May 26, 2016, Council Meeting.

The City Clerk requested approval of License Applications, including a Beer To Be Consumed On Premises license to Bear & Blue, all carrying the required approvals.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve all items on the Consent Agenda according to recommendations presented. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Ehardt, Hally, Radford. Nay – none. Motion carried.

Regular Agenda Items:

Community Development Services submitted the following items for Council consideration:

JUNE 20, 2016

Subject: Request for waiver of electric line extension fees, Printcraft Press

For your consideration is a request for waiver of electric line extension fees for the project at 670 Colorado for Printcraft Press. The total fees were \$73,698.63. This request is made pursuant to City Code 8-5-31 which states, "Council reserves the right to waive or adjust fees (other than net metering fees) upon a finding of good cause to do so where such waiver or reduction supports redevelopment or the annexation of property contiguous with or surrounded by the City." This site is unique from previous requests due to a number of factors. The site is an infill site as it is not on the fringes of existing City limits and is surrounded by City and County development. Also, sewer and water facilities are either adjacent to the site or within a short distance. However, electric facilities were not as close to the site and lines and poles had to be extended. There were also no existing transformers on the site and the project requires more transformers than a more typical residential or commercial development. Based on these factors, and in consultation with Idaho Falls Power, staff recommends approval of a waiver for the labor portion of the line extension fees which total \$17,324.28.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the request for waiver for the labor portion of the electric line extension fees in the amount of \$17,324.28, for the project located at 670 Colorado, Printcraft Press. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Subject: Request for extension to record a final plat, Grandview Storage Units, Division No. 1

The applicant for the Grandview Storage Units, Division No. 1, Final Plat has requested a 180-day extension to record the plat. The owner is still resolving easement issues that must be taken care of prior to recording. The plat was approved by the City Council on March 10, 2016, and the 90-day deadline to record the plat was June 8, 2016. Staff recommends approval of an extension to record to plat to December 31, 2016.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the request for extension to record a final plat to December 31, 2016, for Grandview Storage Units, Division No. 1. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

Idaho Falls Police Department submitted the following item for consideration:

Subject: Leave of Absence Without Pay

An employee with the City of Idaho Falls Police Department, Annake Scholes, has provided a waiver allowing for a discussion and disclosure of information related to her employment and health necessary to make a determination about her request for a leave of absence without pay. This individual has been employed with the City of Idaho Falls since January, 2016. She is not eligible for Family Medical Leave, which requires employment with the City for one year. Ms. Scholes intends to take up to 12 weeks off for delivery and care of her newborn child. She began her absence on June 6, 2016, at the direction of her physician. She currently has paid benefits that would last until approximately June 23, 2016.

Police Chief Mark McBride stated per City Personnel Policy, he is allowed to grant up to 15 days of leave without pay, any extension of time would require Council approval. He believes Ms. Scholes is a valued employee and stated this potential issue was discussed prior to Ms. Scholes' acceptance of employment. Chief McBride is also requesting Ms. Scholes benefits continue during her absence. Ms. Scholes portion would amount to approximately \$308.00 and the City portion would amount to approximately \$3,000.00. He stated there would be salary savings in the budget due to her absence which would be applied to the City portion of benefits. Chief McBride stated the current staff will assist with any additional administrative duties during Ms. Scholes absence.

JUNE 20, 2016

It was moved by Councilmember Dingman, seconded by Councilmember Marohn, in accordance with City Policy XXIV, to approve Leave Without Pay for Annake Scholes through August 29, 2016, and that her eligibility for benefits remain whole during her absence. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

Idaho Falls Fire Department submitted the following item for consideration:

Subject: Fire Protection and Equipment Purchase Agreement with Bonneville County Fire District 1

For your consideration is the 2016-2017 Fire Protection Joint Services Agreement with the Bonneville County Fire Protection District #1. This agreement reflects no change in personnel costs from last year and is based on the District supporting the costs of fifteen (15) members of the Fire Department at \$1,596,000. In addition to the Fire Protection Agreement, the Fire Department has negotiated a separate Equipment Purchase Agreement for the District to pay for fifteen (15) sets of Personal Protective Equipment (PPE) at a cost of \$47,550. This purchase would happen immediately and provide replacement PPE for fifteen (15) of our members.

Councilmember Marohn stated any equipment maintenance costs exceeding \$5,000.00 will be paid by the Fire District 1 agreement. The Idaho Falls Fire Department currently pays \$1 per year for equipment lease as well as the Lincoln Fire Station lease.

Fire Chief Dave Hanneman stated PPE equipment was requested in lieu of an additional percentage to the base of the contract. The PPE will be a one-time purchase agreement.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve the 2016-2017 Fire Protection Joint Services Agreement and Equipment Purchase Agreement with Bonneville County Fire District #1, and give authorization for the Mayor and City Clerk to sign the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Smith, Ehardt. Nay – none. Motion carried. Mayor Pro Tem announced Councilmember Dingman's early departure due to health reasons.

Municipal Services submitted the following items for consideration:

Subject: IF-16-22, Line Clearance Project

For your consideration is the bid tabulation for the fiscal year 2016-2017 Line Clearance Project. It is the recommendation of Municipal Services and Idaho Falls Power to accept and award the sole bid from Davey Tree Surgery Company to provide annual tree maintenance work as requested by Idaho Falls Power. Tree maintenance work may include trimming, pruning, removal and stump grinding; data collection, data entry into the "Tree Keeper" management software reporting system; cataloging, inventorying and treatment. The total recommended contract amount is not to exceed \$292,000 for a contract expiration date of September 20, 2017.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to accept and award the sole bid from Davey Tree Surgery Company to provide annual tree maintenance in an amount not to exceed \$292,000, and give authorization for the Mayor and City Clerk to sign any necessary documents. Roll call as follows: Aye – Ehardt, Radford, Smith, Marohn, Hally. Nay – none. Motion carried.

Subject: IF-16-24, Electric Inventory

For your consideration is the tabulation for the subject bid. It is the recommendation of Municipal Services and Idaho Falls Power to accept the lowest responsive, responsible bids from the vendors listed below to furnish electric inventory for a lump sum amount of \$96,272.83.

JUNE 20, 2016

Anixter Power Solutions	\$17,444.50
General Pacific	1,539.00
Codale Electric Supply	11,607.77
WESCO Distribution Inc.	15,381.56
Northern Power Equipment	6,698.50
D & S Electric Supply	43,601.50
Lump Sum Total	\$96,272.83

Councilmember Marohn stated there is a modification to the bid due to equipment already purchased, therefore increasing the total bid amount by \$2.00.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to accept the lowest responsive, responsible bids from the vendors listed above to furnish electric inventory for a lump sum amount of \$96,274.83, and give authorization for the Mayor and City Clerk to sign any necessary documents. Roll call as follows: Aye – Radford, Ehardt, Hally, Smith, Marohn. Nay – none. Motion carried.

Subject: Bid IF-16-J, Sole Source Purchase for Ambulance Gurneys and Monitors

The Municipal Services and Fire Department requests the authorization to advertise the City's intent to make a sole source purchase following a 14-day period, as per I.C. § 67-2808, and then once the advertisement has been completed to issue purchase orders to:

Stryker for two (2) gurneys and the power load system	\$71,923.04
Physio Control for two (2) monitors	\$72,740.15

The above referenced equipment is standardized equipment that will be installed in the two (2) new ambulances approved for purchase on May 26, 2016, from Braun Northwest. To clarify, one ambulance is a replacement funded by the Municipal Equipment Replacement Fund and the other ambulance is an addition to the fleet to be funded by the ambulance fund. Both funding sources are from the 2015/16 Fire department budget.

Municipal Services Director Pam Alexander stated equipment for one (1) ambulance was not included in the current fiscal year budget, however, funding is available in the Ambulance Fund for requested equipment. Brief discussion followed. Fire Chief Hanneman stated Sole Source purchase was required due to standard specifications for ambulance equipment.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to advertise the City's intent to make a sole source purchase following a 14-day period, as per I.C. § 67-2808, and then once the advertisement has been completed to issue purchase orders for ambulance gurneys in the amount of \$71,923.04, and monitors in the amount of \$72,740.15, and authorize the Mayor and City Clerk to sign any necessary documents. Roll call as follows: Aye – Marohn, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Public Works submitted the following items for consideration:

Subject: Bid Award - ADA Improvements on Northgate Mile and on Holmes Avenue Phase III

On June 14th, 2016, bids were received and opened for the ADA Improvements on Northgate Mile and on Holmes Avenue Phase III project. A tabulation of bid results as follows:

Engineer's Estimate	Reinhart Concrete (CAP, LLC)	DePatco, Inc.	JM Concrete, Inc.
\$64,225.00	\$46,023.50	\$57,168.00	\$87,110.00

JUNE 20, 2016

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, CAP, LLC DBA Reinhart Concrete, in an amount of \$46,023.50 and, authorization for the Mayor and City Clerk to sign contract documents.

Councilmember Ehardt stated this is an annual project.

It was moved by Councilmember Ehardt, seconded by Councilmember Smith, to approve the plans and specifications for the ADA Improvements on Northgate Mile and on Holmes Avenue Phase III project, and award the lowest responsive, responsible bidder, CAP, LLC DBA Reinhart Concrete, an amount of \$46,023.50, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith. Nay – none. Motion carried.

Subject: Bid Award – Thermoplastic Citywide – 2016

On June 14th, 2016, bids were received and opened for the Thermoplastic Citywide – 2016 project. A tabulation of bid results as follows:

Engineer's Estimate	Falls Striping, LLC	Idaho Traffic Safety, Inc.
\$82,849.50	\$79,535.52	\$81,008.40

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Falls Striping, LCC, in an amount of \$79,535.52 and, authorization for the Mayor and City Clerk to sign contract documents.

Councilmember Ehardt stated the thermoplastic is in lieu of paint and is favorable for higher pedestrian and vehicular areas.

It was moved by Councilmember Ehardt, seconded by Councilmember Smith, to approve the plans and specifications for Thermoplastic Citywide – 2016 project, and award the lowest responsive, responsible bidder, Falls Striping, LCC, an amount of \$79,535.52, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Marohn, Smith, Hally, Ehardt. Nay – none. Motion carried.

Subject: Bid Award – Eastside Greenbelt Pathway E Street to Vissing Circle

On June 14th, 2016, bids were received and opened for the Eastside Greenbelt Pathway E Street to Vissing Circle project. A tabulation of bid results as follows:

Engineer's Estimate	Thompson Paving, Inc.	DePatco, Inc.	HK Contractors, Inc.
\$531,778.50	\$558,341.85	\$585,986.40	\$610,877.00

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Thompson Paving Inc., in an amount of \$558,341.85 and, authorization for the Mayor and City Clerk to sign contract documents.

Public Works Director Chris Fredericksen stated this item was discussed at the May 9, 2016, Council Work Session and potentially will be funded from the General Fund. He indicated grants were not received for this project, however, funding is available due to other trail projects not occurring at this time. The project would widen the greenbelt pathway along the east side of the Snake River where it intersects with Riverside Drive and would continue to proceed north to US-20. This pathway would also provide a buffer lane of 4' of landscaping between the pathway and vehicular traffic. Sections around Civitan Park will be included as well including three (3)

JUNE 20, 2016

pedestrian crosswalks. It is anticipated this project will begin after July 4, 2016, with completion expected for October, 2016. Councilmember Radford expressed his appreciation for this project and believes it is an important safety factor for the community.

It was moved by Councilmember Ehardt, seconded by Councilmember Smith, to approve the plans and specifications for Eastside Greenbelt Pathway E Street to Vissing Circle project, and award the lowest responsive, responsible bidder, Thompson Paving Inc., an amount of \$558,341.85, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Hally. Nay – none. Motion carried.

Subject: Bid Award – Minor Street Overlays – 2016

On June 14th, 2016, bids were received and opened for the Minor Street Overlays - 2016 project. A tabulation of bid results as follows:

Engineer's Estimate	DePatco, Inc.	HK Contractors, Inc.
\$241,089.00	\$197,537.10	\$238,436.75

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, DePatco, Inc., in an amount of \$197,537.10 and, authorization for the Mayor and City Clerk to sign contract documents.

Councilmember Ehardt stated this is an annual project.

It was moved by Councilmember Ehardt, seconded by Councilmember Smith, to approve the plans and specifications for Minor Street Overlays – 2016 project, and award to the lowest responsive, responsible bidder, DePatco, Inc., an amount of \$197,537.10 and, authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Smith, Ehardt, Marohn, Radford. Nay – none. Motion carried.

Subject: Right-of-Way and Easement Vacation – Lot 5, Block 1 of the Westridge Commercial Plaza, First Amended

As earlier authorized, the City Attorney has prepared the documents to vacate the access right-of-way and easement at Lot 5, Block 1 of the Westridge Commercial Plaza, First Amended. Public Works recommends approval of this vacation; and, authorization for the Mayor and City Clerk to sign the necessary documents.

It was moved by Councilmember Ehardt, seconded by Councilmember Smith, to approve the Ordinance vacating the access right-of-way and easement at Lot 5, Block 1 of the Westridge Commercial Plaza, First Amended, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Ehardt, Marohn. Nay – none. Motion carried.

At the request of Mayor Pro Tem Hally the City Clerk read the ordinance by title only:

ORDINANCE NO. 3074

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A PORTION OF A RIGHT-OF-WAY AND EASEMENT LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED STREET SHALL VEST AS

JUNE 20, 2016

SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Subject: Professional Services Agreements – Sanitary Sewer and Water Connection Fee Update

For your consideration are two (2) Professional Services Agreements with Galardi Rothstein Group, with respect to the Sanitary Sewer Connection Fee Update and the Water Connection Fee Update. Under the agreement, Galardi Rothstein Group will analyze the current connection fee structure and make recommendations for a projected fee schedule to accommodate capacity and growth needs. These agreements for services include a not to exceed amount of \$13,675.00 for Sanitary Sewer and \$21,550.00 for Water. Both agreements have been reviewed by the City Attorney.

Director Fredericksen stated the last fee analysis was conducted in 2008. The new Water Facility Plan addresses new capital needs as well. Any findings would be presented to Council for future action with related fees to be included in the Fee Resolution.

It was moved by Councilmember Ehardt, seconded by Councilmember Smith, to approve the Professional Services Agreements with Galardi Rothstein Group for a not to exceed amount of \$13,675.00 for Sanitary Sewer and \$21,550.00 for Water, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smith, Marohn, Ehardt, Hally, Radford. Nay – none. Motion carried.

Subject: Professional Services Agreement – Sanitary Sewer Rate Study

For your consideration is a Professional Services Agreement with Galardi Rothstein Group, with respect to the Sanitary Sewer Rate Study. Under the agreement, Galardi Rothstein Group will analyze the current Sanitary Sewer funding plan and create a rate model to meet City objectives. This agreement for services includes a not to exceed amount of \$24,640.00 and has been reviewed by the City Attorney.

Councilmember Ehardt stated this is a similar agreement to the previous discussion item.

It was moved by Councilmember Ehardt, seconded by Councilmember Smith, to approve the Professional Services Agreements with Galardi Rothstein Group for a not to exceed amount of \$24,640.00 for Sanitary Sewer Rate Study, and give authorization for the Mayor and City Clerk to sign the necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Parks and Recreation submitted the following item for consideration:

Subject: Right-of-Way Grant

For your consideration is a Right-of-Way Grant with the Bureau of Land Management (BLM) for the proposed right-of-way, Serial Number IDI-38145, for facilities on public land associated with Idaho Falls Raceway at Noise Park and an access road. The City of Idaho Falls entered into an agreement in 1967 with the Idaho Army National Guard for the described right-of-way. However, during the process of Parks and Recreation applying for a grant for the Idaho Falls Raceway at Noise Park, it was discovered that the BLM was the land owner, not the Idaho Army National Guard. There are no fees associated with this right-of-way. This proposed grant would expire in 2046. This agreement has been reviewed and approved by the City attorney.

Parks Superintendent Brent Martin stated although the BLM owns the land, the Idaho National Guard is allowed to operate on the property as a training facility.

JUNE 20, 2016

It was moved by Councilmember Radford, seconded by Councilmember Hally, to approve the Right-of-Way Grant with the Bureau of Land Management for facilities associated with Idaho Falls Raceway at Noise Park and access road and authorize the Mayor and City Clerk to sign the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Smith, Ehardt. Nay – none. Motion carried.

Idaho Falls Airport submitted the following item for consideration:

Subject: Idaho Falls Airport Work Orders 16-03, 16-04 and 16-05 with T-0 Engineers FAA AIP Project No. 3-16-0018-041- 2016 Design Services for Land Acquisition, TWY A Rehabilitation and N. Terminal Expansion Projects

For your consideration are Work Orders 16-03, 16-04 and 16-05 under the approved Master Professional Services Agreement between the City of Idaho Falls and T-0 Engineers, Inc. for the following 2016 Federal Aviation Administration (FAA) Airport Improvement Program (AIP) 41 Grant design projects:

- 16-03: Land Acquisition Services for Runway 2/20 Protection Zones. Cost \$158,480.00
- 16-04: Design of Rehabilitation of Taxiway A, C and Connecting Taxiways. Cost \$504,140.00
- 16-05: Design Concept and Budget Report for N. Terminal Expansion. Cost \$111,296.00

These projects have been approved to be funded through the FAA AIP 41 Grant at 93.75% with the remaining costs covered under Airport budgeted funds. The City Attorney has reviewed said work orders.

Airport Director Craig Davis stated due to FAA AIP projects, a consultant is required for any preparation work including survey, appraisal, and other processes for a buy/sell agreement. He reviewed the locations for the land acquisition, indicating a portion of this land acquisition of approximately 7.2 acres has been included in the 2010 Master Plan Update per federal regulations for runway protection zone. He stated funding has not previously been available. Director Davis stated the expansion project will include three (3) options and concepts for two (2) baggage claim systems.

It was moved by Councilmember Radford, seconded by Councilmember Marohn, to approve Work Orders 16-03, 16-04 and 16-05 with T-0 Engineers and give authorization for the Mayor and City Clerk to sign any necessary documents. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Hally. Nay – none. Motion carried.

Mayor Pro Tem Hally reminded the Councilmembers of the Association of Idaho Cities (AIC) meetings being held in Boise later in the week.

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Radford, to adjourn the meeting at 8:40 p.m. which motion passed following a unanimous vote.

CITY CLERK

MAYOR

JUNE 29, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Work Session – Parks Reports), Wednesday, June 29, 2016, at the Joe Marmo/Wayne Lehto Ice Arena, 390 Rogers Street in Idaho Falls, Idaho at 5:30 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Ed Marohn
Councilmember Michelle Ziel-Dingman (departed at 6:15 p.m.)
Councilmember Barbara Ehardt (departed at 6:35 p.m.)
Councilmember John B. Radford
Councilmember David M. Smith

Absent:

Councilmember Thomas Hally

Also present:

Kerry McCullough, Public Information Officer
Greg Weitzel, Parks and Recreation Director
Brent Martin, Parks Superintendent
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 5:35 p.m. and requested a motion to amend the agenda to include announcements items. It was moved by Councilmember Marohn, seconded by Councilmember Smith, to amend the agenda as requested from Mayor Casper. Motion passed following a unanimous vote.

Mayor Casper stated the Councilmembers will be receiving their budget packets in the near future. She indicated the elected officials had been given courtesy passes to attend the Idaho Falls Chukars games, the City Attorney is determining the value of the passes. Mayor Casper also stated elected officials are only able to receive one courtesy pass to the Melaleuca Freedom Celebration and any additional tickets must be purchased. She reminded the Councilmembers of the \$50 gift limitations.

Tautphaus Park Master Planning Progress Report:

Parks and Recreation Director Greg Weitzel introduced Richard Shaw, Michael Tunte, and Jeff Zimmermann, Design Workshop consulting team.

Mr. Shaw indicated the purpose of a Master Plan is to visualize the future. He stated Tautphaus Park is an important community asset and this Master Plan should be a guiding factor for the next 10-20 years. Summary of community feedback from February, 2016, included:

- the need to create safe pedestrian, bicycle, and automobile access
- the park provides recreation areas
- entrances, roadways, and parking areas are difficult to maneuver
- current programs are a significant investment/asset
- trees and landscaping adds to the character of the park
- the zoo should be expanded to allow additional educational programs
- continuation of legacy of the park

Mr. Tunte reviewed two (2) Master Plan options for Tautphaus Park with brief discussion/comments throughout.

Option 1 included: multi-use trails (paved and unpaved), relocation of west-side entrances, expansion of Funland and rides to include a splash pad and miniature golf course, expansion of skate park, expansion of zoo, additional sheet of ice for Ice Arena, portable events stage, some softball and/or baseball fields relocated to Old Butte Road to

JUNE 29, 2016

allow adequate parking, Lilac Circle redesigned to allow public art, additional shelters, botanical garden, expansion of fountain to include pond feature with shelters, and improved roadways.

Option 2 included: relocation of zoo entrance, splash pad become part of all-access playground, additional sheet of ice for Ice Arena, Sunken Diamond softball field redesigned for amphitheater, Lilac Circle redesigned to allow public art, walking system around the fountain, fountain plaza, canal trail, and improved roadways.

Mr. Shaw indicated valuable community feedback will be compiled and a final Master Plan is scheduled to be completed by August, 2016.

Heritage Park Concept Plan Report:

Heritage Park is Idaho Falls' newest park and was acquired through land donation. The park is located on the west side of the Snake River with natural vegetation, rock formations, and water falls. The Concept Plan includes a road network, surface storm water/water gardens, ample green space including an amphitheater, kids' nature play area, and promontory with a spiral walkway to an elevated level that could allow scenic overlook. The Concept Plan could intercept current Riverwalk paths through the park as well as a Heritage Trail Network, offering historical information.

There being loss of quorum, the meeting adjourned at 6:35 p.m.

CITY CLERK

MAYOR

REGULAR AGENDA:



MEMORANDUM

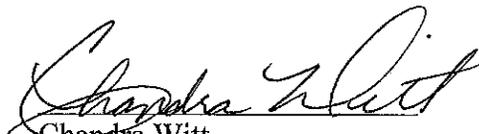
TO: Mayor and City Council
FROM: Municipal Services Department
DATE: June 30, 2016
RE: Bid IF-16-1 Sole Source Purchase, Schlage Brand Integrated Security Locks for City Facilities

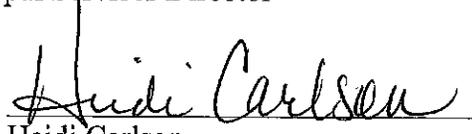
The Municipal Services Department requests authorization to advertise the City's intent to make a sole source procurement following a 14-day period, as per I.C. § 67-2808, and then to issue a purchase order for Schlage brand name locks, cylinders, keys and electrified access control products in the amount of \$96,771.00, once the advertisement has been completed. Schlage is the only manufacturer that has the ability to integrate with the City's existing access security system. The City selected Schlage brand name products a number of years ago based on the manufacturer's ability to provide patented key systems to protect against unauthorized key duplication, manufacturing and distribution of key blanks. If approved, a purchase order will be issued to Architectural Building Supply (ABS), the only authorized distributor in the area and located in Idaho Falls, Idaho. Funding for the access security hardware is included the 2015/16 department budgets identified below.

City Hall, Annex and Spares	General Fund	\$14,425.00
Fire Department	General Fund	\$21,670.00
Street Department	Street/Sanitation Fund	\$ 3,231.00
Water Department	Water Fund	\$57,445.00
Total		\$96,771.00

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent



ABS

ARCHITECTURAL BUILDING SUPPLY
A DIVISION OF THE CORK & BOARDMAN GROUP, LLC

1420 Lincoln Rd
Idaho Falls, ID 83401
Tel: (208) 523-6484 Fax: (208) 529-8649

Quote

Quote # : **4162162**
Quote Date : **Feb 22, 2016**
Expiration Date : **Sep 30, 2016**

Customer:

City Of Idaho Falls
PO Box 50220
Idaho Falls, ID 83405-0220

Ship To:

City Of Idaho Falls
PO Box 50220
Idaho Falls, ID 83405-0220

Account Code : 102211
Terms : Net 30 Days
Customer Job # :
Salesperson : Chad Hansen
Order Name :
Purchase Order # :
Shipped Via :

Street Department Added

<u>Qty</u>	<u>Product Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
13	Communication Kit COM400L 626	200.00	2,600.00
24	Electronic Lock AD-400-CY-70-MTK-RHO JD LH 626	1,010.00	24,240.00
25	Electronic Trim AD-400-993R-70-MTK-RHO JD LHR 626	1,165.00	29,125.00
22	Exit Device 98EO US32D	620.00	13,640.00
79	Cylinder Core 20-740 626 CP Keyway	65.00	5,135.00
134	Cylinder 20-728 626	60.00	8,040.00
10	Closer 4040 XP REG/PA TBSRT AL	215.00	2,150.00
1	Deadlock B662P 0-Bitted C KEYWAY 626	105.00	105.00
4	Exit Device 98EO 313	640.00	2,560.00
5	Electronic Trim AD-400-993R-70-MTK-RHO JD LHR 6436	1,265.00	6,325.00
1	Exit Device 98EO 48" US32D	630.00	630.00
5	Primus Cylinder Core 20-740 EP KEYWAY 626	65.00	325.00
3	Lockset D53PD PLY 10-025 14-019 626	310.00	930.00
2	Reader Module MTK	390.00	780.00
2	Cylinder Housing 20-059 626	28.00	56.00
2	Cylinder Core 20-740 FP KEYWAY 626	65.00	130.00
Pre-Tax Total		:	96,771.00
10898 - ID-IDAHO STATE TAX		:	0.00
Quote Total		:	96,771.00

Richard Warren

From: Miles, Chet <Chet.Miles@allegion.com>
Sent: Thursday, June 02, 2016 6:36 AM
To: Richard Warren
Cc: Cale Rafferty; Gassaway, Jason
Subject: Schlage area distribution

Architectural Building Supply (a division of Cook & Boardman) located in Idaho Falls, Idaho is one of Allegion's most valued partners here in the Mountain States. ABS is the sole supplier in the area for Schlage Mechanical (locks, cylinders and keys) and Schlage Electrified Access Control products (AD, CO, CM/CL and NDE). ABS is the only distributor in the area that is open with all Allegion brands.

We try to protect our end users (City of Idaho Falls) by placing strict price quoting restrictions on our networked Electrified Access Control products (Schlage AD) to insure that the people selling and installing the product are capable and qualified in all aspects of the product. We have full confidence in ABS and their partners in being able to supply the correct product for an application, as well as trouble shooting and repairing any issues that may occur with an application of our products. With this confidence we can assure you that ABS is receiving the highest allowable discount from Allegion on the Schlage AD product(s) specified for your upcoming project.

Cale and his team have continually exceeded all expectations for our distribution model qualifications and I am excited to partner with ABS and The City of Idaho Falls on this project... we've been working on this for three years.

Please let me know if you need anything. Thanks again for the support.

Chet J. Miles
Sales Consultant
SSC Mountain States
Allegion, PLC

240 E. Morris Ave., #203
Salt Lake City, UT 84115

Mobile +1.801.201.2213
Email: chet.miles@allegion.com
Website: www.allegion.com



ALLEGION

Please consider the environment before printing this email

The information contained in this message is privileged and intended only for the recipients named. If the reader is not a representative of the intended recipient, any review, dissemination or copying of this message or the information it contains is prohibited. If you have received this message in error, please immediately notify the sender, and delete the original message and attachments.



IDAHO FALLS

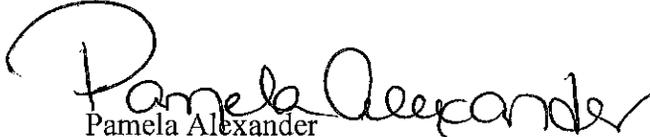
MEMORANDUM

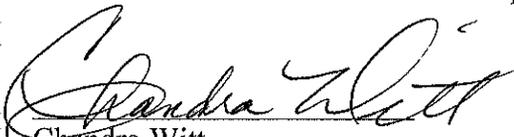
TO: Mayor and City Council
FROM: Municipal Services Department
DATE: June 30, 2016
RE: Bid IF-16-K, Hot Asphalt Plant Mix

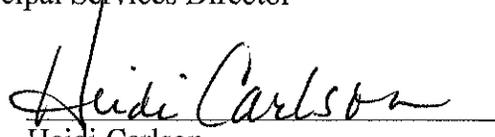
It is the recommendation of the Public Works and the Municipal Services Departments to piggyback the Idaho Department of Transportation's contract #ITB16000705 with H-K Contractors, Inc. The supplier will furnish the required annual Bituminous (Hot Asphalt) Plant Mix for \$44.95 per ton of 3/4" and 1/2" hot mix and \$49.95 per ton of 3/8" Hot Mix.

For the contract period of July 1, 2015 through June 30, 2016 the Street Division ordered 1,921.43 tons of hot mix totaling \$96,170.50. Funding to purchase the supplies are included in the Public Works 2015/16 and 2016/17 operating budgets.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent



Equal Opportunity Employer

P.O. Box 51450
Idaho Falls, Idaho 83405
(208) 523-6600
Fax (208) 523-6021

June 28, 2016

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

RE: Award, State Contract, Bid ITB16000705

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

The renewed contract period shall be from June 30, 2016 to June 29, 2017.

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

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

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

Thank you,

A handwritten signature in black ink, appearing to read 'Jeff Trosper', is written over a horizontal line.

Jeff Trosper
Operations Manager
HK Contractors, Inc.

CITY & COUNTY MUNICIPALITY PRICING:

Willow Creek Hot Plant (Idaho Falls, ID)
¼" Hot Mix \$44.95 per ton
½" Hot Mix \$44.95 per ton
¾" Hot Mix \$49.95 per ton

Teton Hot Plant (Teton, ID)
¼" Hot Mix \$57.00 per ton
½" Hot Mix \$57.00 per ton

*CSS-1 Tac Oil was not included in the State Bid this year, however, as a courtesy, HK will extend last year's price of \$3.50 per gallon.



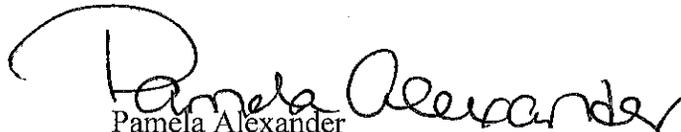
MEMORANDUM

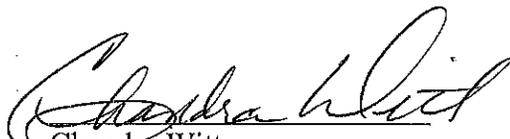
TO: Mayor and City Council
FROM: Municipal Services Department
DATE: July 8, 2016
RE: Bid Award IF-16-034-City Hall ADA Door

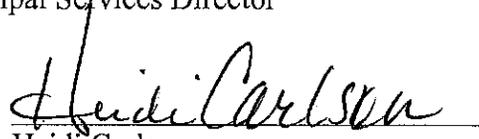
Attached is the tabulation for the above subject bid. It is the recommendation of the Municipal Services Department to accept the lowest responsive, responsible bid from River's West Construction, Inc. in the amount of \$23,848.00. This amount includes the required payment and performance bonds amount. This project will remodel the City Hall west entrance to allow for ADA access and will follow drawing set #20616-A1.0 and E1.1. prepared by Alderson Karst & Nitro Architects, P.A.

Funding for this project will be from the 2015/16 Municipal Services General Services General Building Repair and Maintenance operating budget.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

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

Office of the Purchasing Agent

Due Date: June 21, 2016

TABULATION

Quote #16-034/City Hall ADA Door

BIDDER CR Clark Construction Shelley, ID Alan Clark Construction Idaho Falls, ID River's West Construction,
LLC Idaho Falls, ID Inc.

Public Works License	017831-A-3	020156-A-3	013042-AA-3
Base Bid	\$32,467.00	\$28,420.00	\$23,509.00
Payment and Performance Bonds	\$850.00	\$550.00	\$339.00
Total Cost	\$33,317.00	\$28,970.00	\$23,848.00



To: Honorable Mayor & City Council
From: Chris H Fredericksen, Public Works Director
Date: June 22, 2016
Subject: **BID AWARD – WELL 18 PRODUCTION WELL**

At 2:30 PM, Local Time, Tuesday, June 21st, 2016, bids were received and opened for the Well 18 Production Well project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, O'Keefe Drilling Company, Inc., in an amount of \$171,577.00 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

A handwritten signature in blue ink that reads "Chris H Fredericksen".

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

1-38-06-3-WTR-2016-17

City of Idaho Falls

Engineering Department

Bid Tabulation

Project..... Well 18 Production Well

Number..... 1-38-6-3-WTR-2016-17

Submitted Kent J. Fugal, P.E., PTOE

Date..... June 21, 2016

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		O'Keefe Drilling Company, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount
SPECIAL PROVISIONS							
SP - 1	Mobilization/Demobilization	1	L.S.	\$35,000.00	\$35,000.00	\$18,600.00	\$18,600.00
SP - 2	24" Drive Shoe	1	EACH	\$2,500.00	\$2,500.00	\$475.00	\$475.00
SP - 3	Drill 24" Temporary Casing	100	L.F.	\$300.00	\$30,000.00	\$240.00	\$24,000.00
SP - 4	Drill 20" Casing	90	L.F.	\$225.00	\$20,250.00	\$215.00	\$19,350.00
SP - 5	20" Drive Shoe	1	EACH	\$1,000.00	\$1,000.00	\$425.00	\$425.00
SP - 6	Install 20" 0.375" Wall Casing	192	L.F.	\$100.00	\$19,200.00	\$74.00	\$14,208.00
SP - 7	Grouting	6	C.Y.	\$500.00	\$3,000.00	\$333.00	\$1,998.00
SP - 8	Pull 24" Temporary Casing	100	L.F.	\$50.00	\$5,000.00	\$35.00	\$3,500.00
SP - 9	Drill Nominal 20" Open Hole	145	L.F.	\$180.00	\$26,100.00	\$200.00	\$29,000.00
SP - 10	Install 16" 0.050" Slot S.S. Well Screen	145	L.F.	\$125.00	\$18,125.00	\$143.00	\$20,735.00
SP - 11	Install 16" S.S. Head Pipe	5	L.F.	\$125.00	\$625.00	\$232.20	\$1,161.00
SP - 12	K-Packer 16-20"	1	EACH	\$2,250.00	\$2,250.00	\$2,155.00	\$2,155.00
SP - 13	Well Development	10	HR	\$800.00	\$8,000.00	\$305.00	\$3,050.00
SP - 14	Well Disinfection	1	L.S.	\$500.00	\$500.00	\$3,000.00	\$3,000.00
SP - 15	Pump Test Mobilization/Demobilization	1	L.S.	\$25,000.00	\$25,000.00	\$16,830.00	\$16,830.00
SP - 16	Pumping Test	38	HR	\$290.00	\$11,020.00	\$305.00	\$11,590.00
SP - 17	Rig Directed Rate	4	HR	\$80.00	\$320.00	\$375.00	\$1,500.00
TOTAL				\$207,890.00		\$171,577.00	

City of Idaho Falls - Proposed Well 18

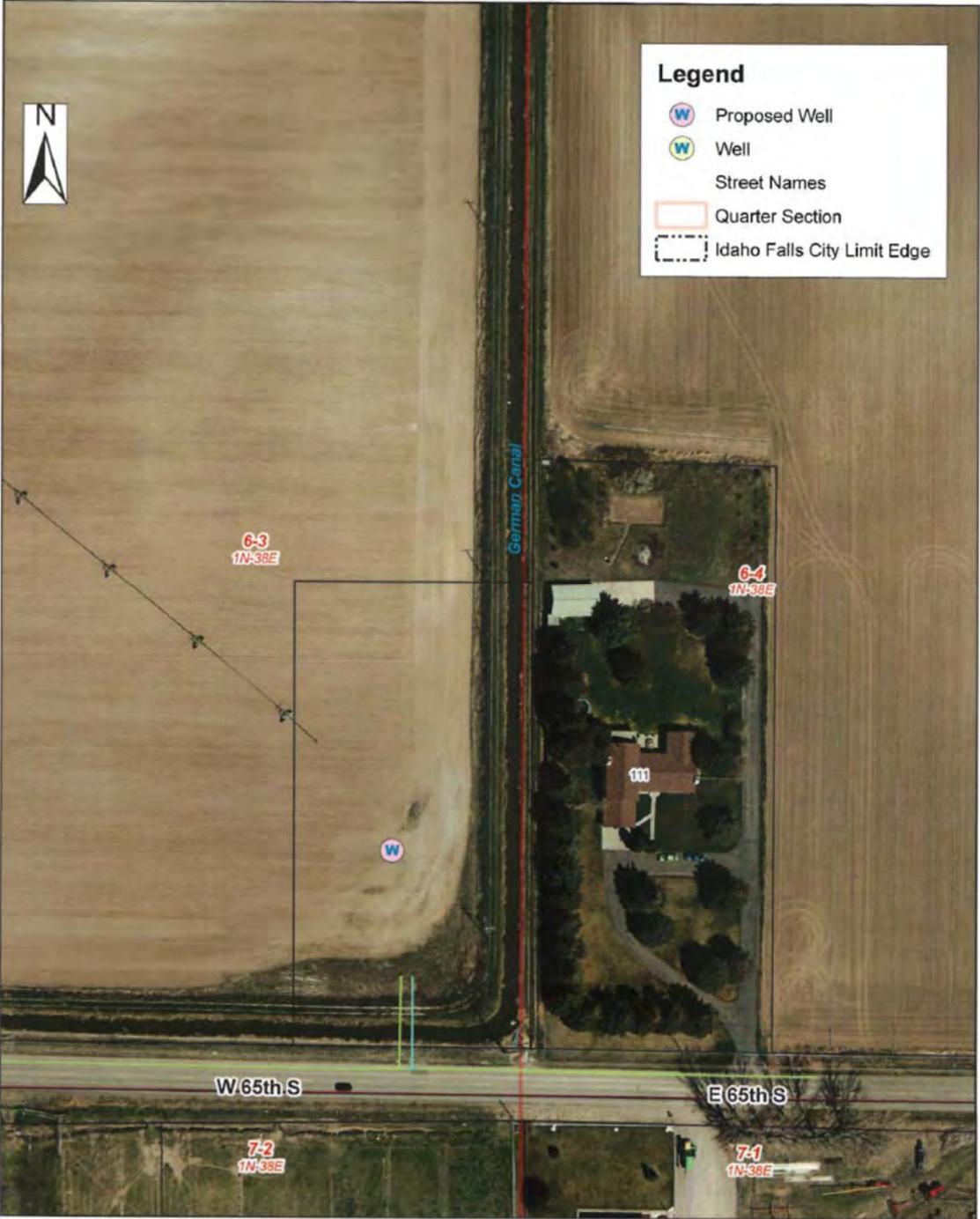


Figure 2. Map of well lot for well 18 and drilling location.



To: Honorable Mayor & City Council
From: Chris H Fredericksen, Public Works Director
Date: June 22, 2016
Subject: **BID AWARD – WELL 19 DRILLING**

At 3:30 PM, Local Time, Tuesday, June 21st, 2016, bids were received and opened for the Well 19 Drilling project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, O'Keefe Drilling Company, Inc., in an amount of \$188,551.00 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

A handwritten signature in blue ink that reads "Chris H Fredericksen".

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

2-38-17-1-WTR-2015-29

City of Idaho Falls

Engineering Department

Bid Tabulation

Project..... Well 19 Drilling

Number..... 2-38-17-1-WTR-2015-29

Submitted Kent J. Fugal, P.E., PTOE

Date..... June 21, 2016

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		O'Keefe Drilling Company, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount
SPECIAL PROVISIONS							
SP - 1	Mobilization/Demobilization	1	L.S.	\$35,000.00	\$35,000.00	\$18,600.00	\$18,600.00
SP - 2	24" Drive Shoe	1	EACH	\$2,500.00	\$2,500.00	\$475.00	\$475.00
SP - 3	Drill 24" Temporary Casing	150	L.F.	\$300.00	\$45,000.00	\$240.00	\$36,000.00
SP - 4	Drill 20" Casing	110	L.F.	\$225.00	\$24,750.00	\$215.00	\$23,650.00
SP - 5	20" Drive Shoe	1	EACH	\$1,000.00	\$1,000.00	\$425.00	\$425.00
SP - 6	Install 20" 0.375" Wall Casing	262	L.F.	\$100.00	\$26,200.00	\$74.00	\$19,388.00
SP - 7	Grouting	9	C.Y.	\$500.00	\$4,500.00	\$333.00	\$2,997.00
SP - 8	Pull 24" Temporary Casing	150	L.F.	\$50.00	\$7,500.00	\$35.00	\$5,250.00
SP - 9	Drill Nominal 20" Open Hole	120	L.F.	\$180.00	\$21,600.00	\$200.00	\$24,000.00
SP - 10	Install 16" 0.050" Slot S.S. Well Screen	120	L.F.	\$125.00	\$15,000.00	\$143.00	\$17,160.00
SP - 11	Install 16" S.S. Head Pipe	5	L.F.	\$125.00	\$625.00	\$232.20	\$1,161.00
SP - 12	K-Packer 16-20"	1	EACH	\$2,250.00	\$2,250.00	\$2,155.00	\$2,155.00
SP - 13	Well Development	10	HR	\$800.00	\$8,000.00	\$305.00	\$3,050.00
SP - 14	Well Disinfection	1	L.S.	\$500.00	\$500.00	\$3,000.00	\$3,000.00
SP - 15	Pump Test Mobilization/Demobilization	1	L.S.	\$25,000.00	\$25,000.00	\$18,150.00	\$18,150.00
SP - 16	Pumping Test	38	HR	\$290.00	\$11,020.00	\$305.00	\$11,590.00
SP - 17	Rig Directed Rate	4	HR	\$800.00	\$3,200.00	\$375.00	\$1,500.00
TOTAL				\$233,645.00		\$188,551.00	

City of Idaho Falls - Proposed Well 19



Figure 2. Map of well lot for well 19 and drilling location.



To: Honorable Mayor & City Council
From: Chris H Fredericksen, Public Works Director
Date: July 7, 2016
Subject: **BID AWARD – WATER METER INSTALLATION - 2016**

At 10:00 A.M., Local Time, Wednesday, July, 6th, 2016, bids were received and opened for the Water Meter Installation - 2016 project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, 3H Construction LLC, in an amount of \$160,896.00 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

A handwritten signature in blue ink that reads "Chris H Fredericksen".

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

0-00-00-0-WTR-2016-27

2016-70

City of Idaho Falls

Engineering Department

Bid Tabulation

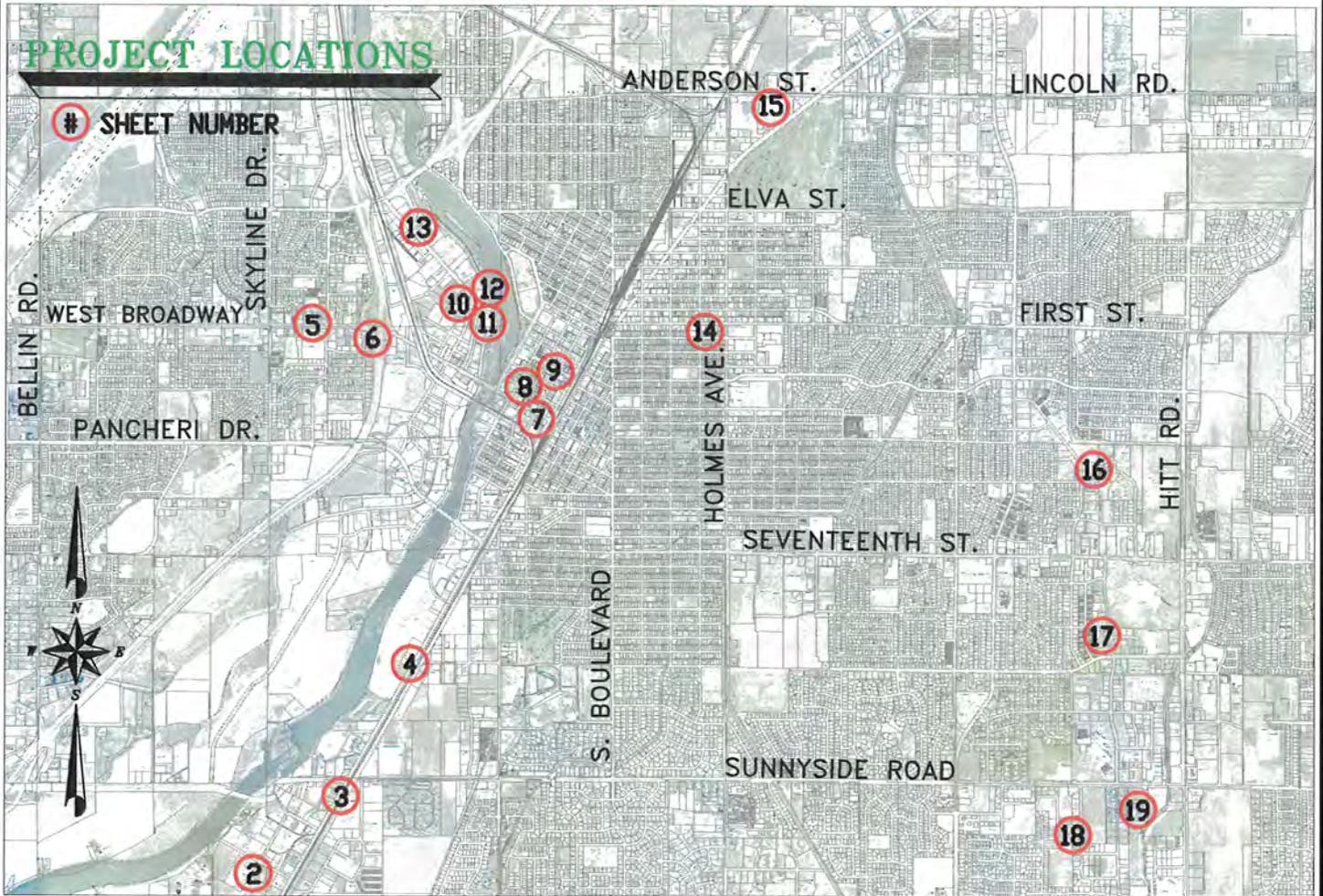
Project..... Water Meter Installation - 2016
 Submitted Kent J. Fugal, P.E., PTOE

Number..... 0-00-00-0-WTR-2016-27
 Date..... July 6, 2016

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		3H Construction, LLC	
				Unit Price	Total Amount	Unit Price	Total Amount
EARTHWORK AND BASES							
209.03.4	Removal of Curb and Gutter	170	L.F.	\$15.00	\$2,550.00	\$10.00	\$1,700.00
209.03.5	Removal of Sidewalk	68	S.Y.	\$25.00	\$1,700.00	\$12.00	\$816.00
INCIDENTAL CONSTRUCTION							
409.02.2	Adjust Water Valve Box (Collar Only)	1	EACH	\$200.00	\$200.00	\$500.00	\$500.00
409.03.2	Adjust Curb Stop Box	1	EACH	\$150.00	\$150.00	\$350.00	\$350.00
409.05.8	Remove and Reset Fence	20	L.F.	\$27.00	\$540.00	\$42.00	\$840.00
409.21.2	Repair Sprinkler Systems	1	L.S.	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
PORTLAND CEMENT CONCRETE							
509.02.2	Combination Curb and Gutter - Type STANDARD	130	L.F.	\$35.00	\$4,550.00	\$45.00	\$5,850.00
509.02.2	Combination Curb and Gutter - Type NON-STANDARD	40	L.F.	\$35.00	\$1,400.00	\$45.00	\$1,800.00
509.03.2	4" Flatwork	64	S.Y.	\$65.00	\$4,160.00	\$72.00	\$4,608.00
509.03.2	6" Flatwork	4	S.Y.	\$75.00	\$300.00	\$98.00	\$392.00
WATER LINES							
609.01.2	Temporary Water Service	1	L.S.	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00
609.02.2	4" Pipe	10	L.F.	\$10.00	\$100.00	\$30.00	\$300.00
609.02.2	6" Pipe	10	L.F.	\$10.00	\$100.00	\$30.00	\$300.00
609.06.2	2" Service Line	7	L.F.	\$12.00	\$84.00	\$30.00	\$210.00
609.06.3	2" Service Connection	1	EACH	\$700.00	\$700.00	\$600.00	\$600.00
609.06.4	1" Reconnecting Service Line	1	EACH	\$550.00	\$550.00	\$600.00	\$600.00
609.06.4	1½" Reconnecting Service Line	1	EACH	\$675.00	\$675.00	\$600.00	\$600.00
609.06.4	2" Reconnecting Service Line	1	EACH	\$750.00	\$750.00	\$600.00	\$600.00
TRENCH EXCAVATION AND BACKFILL							
809.01.2	Trench Excavation and Backfill - Class II	7	L.F.	\$30.00	\$210.00	\$40.00	\$280.00
809.02.2	Unsuitable Material Excavation	10	C.Y.	\$40.00	\$400.00	\$40.00	\$400.00
809.03.2	Rock Excavation	20	L.F.	\$150.00	\$3,000.00	\$120.00	\$2,400.00
809.04.2	Base Stabilization Material	10	C.Y.	\$50.00	\$500.00	\$40.00	\$400.00
809.10.2	Removal and Replacement of Landscaped Areas	110	L.F.	\$30.00	\$3,300.00	\$75.00	\$8,250.00
809.11.2	Removal and Replacement of Asphalt Plantmix and Aggregate Base (2"/6")	50	L.F.	\$40.00	\$2,000.00	\$125.00	\$6,250.00
809.11.2	Removal and Replacement of Asphalt Plantmix and Aggregate Base (3"/8")	20	L.F.	\$50.00	\$1,000.00	\$140.00	\$2,800.00
809.11.2	Removal and Replacement of Asphalt Plantmix and Aggregate Base (4"/10")	5	L.F.	\$60.00	\$300.00	\$200.00	\$1,000.00
SPECIAL PROVISIONS							
SP - 1	1" Water Meter	1	EACH	\$2,200.00	\$2,200.00	\$2,700.00	\$2,700.00
SP - 2	1 1/2" Water Meter	2	EACH	\$2,200.00	\$4,400.00	\$3,500.00	\$7,000.00
SP - 3	2" Water Meter	10	EACH	\$4,200.00	\$42,000.00	\$3,800.00	\$38,000.00
SP - 4	3" Water Meter	1	EACH	\$7,200.00	\$7,200.00	\$4,100.00	\$4,100.00
SP - 5	4" Water Meter	7	EACH	\$7,200.00	\$50,400.00	\$4,100.00	\$28,700.00
SP - 6	6" Water Meter	1	EACH	\$9,800.00	\$9,800.00	\$4,500.00	\$4,500.00
SP - 7	2" Inside Water Meter	2	EACH	\$1,200.00	\$2,400.00	\$1,750.00	\$3,500.00
SP - 8	3" Inside Water Meter	3	EACH	\$1,600.00	\$4,800.00	\$1,850.00	\$5,550.00
TOTAL				\$160,419.00		\$160,896.00	

WATER METER INSTALLATION - 2016

PROJECT # 0-00-00-0-WTR-2016-27



GENERAL NOTES

1. CAUTION MUST BE USED WHEN EXCAVATING IN THIS AREA. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. CALL 811 FOR LOCATE. RETAIN & PROTECT ALL UTILITIES UNLESS SHOWN OTHERWISE.
2. CONTRACTOR TO VERIFY UTILITIES PRIOR TO CONSTRUCTION, NO TOPOGRAPHIC SURVEY HAS BEEN COLLECTED.
3. CITY OF IDAHO FALLS SHALL SUPPLY ALL WATER MATERIAL FOR METER INSTALLATION EXCEPT THAT THE CONTRACTOR SHALL SUPPLY CONNECTING FITTINGS FOR ALL INDOOR INSTALLATIONS AND OUTDOOR COPPER INSTALLATIONS GREATER THAN 2" IN DIAMETER (INCIDENTAL TO METER INSTALLATION). SALVAGE COPPER MATERIAL TO OWNER.
4. INTERIOR METER INSTALLATIONS WILL REQUIRE A LICENSED PLUMBER.
5. METER INSTALLATION QUANTITIES MAY INCREASE OR DECREASE BASED ON BID PRICES.
6. CONTRACTOR SHALL NOTIFY BUSINESSES 2-3 DAYS PRIOR TO WATER BEING SHUTOFF AND COORDINATE CONSTRUCTION TIMING WITH THE BUSINESS OWNER.

MAYOR

REBECCA L. NOAH CASPER
CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
DAVID M. SMITH

ED MAROHN
JOHN B. RADFORD
MICHELLE ZIEL-DINGMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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



2016

REVIEWED BY: WATER DIVISION

[Signature]

DATE: 6-16-16

AS BUILT:			
IDAHO FALLS PUBLIC WORK			
WATER METER INSTALLATION			
2016			
TITLE SHEET			
CHK BY:	Y.G. DSG BY:	G.C. DWN BY:	G.C.
FILE NO. 0-00-00-0-WTR-2016-27	DATE PLOTTED:	SHEET NO.	
DWG NO. Titlepage	6-16-16	1 of 19	



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: June 24, 2016

Subject: **PROFESSIONAL SERVICE AGREEMENTS (2) FOR MATERIALS TESTING WITH STRATA**

Attached for consideration are two Professional Service Agreements for materials testing with Strata. The agreements, if approved, will be used by the Street and Water Divisions to ensure that construction within the public right-of-way adheres to City Standards. These agreements have been reviewed by the City Attorney.

Public Works recommends approval of these Professional Service Agreements; and, authorization for the Mayor and City Clerk to sign the documents.

Respectfully,

A handwritten signature in blue ink that reads "Chris H Fredericksen".

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachments

c: Olson

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO
WATER DEPARTMENT TESTING SERVICES FOR THE
CITY OF IDAHO FALLS, IDAHO**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE CITY OF IDAHO FALLS, IDAHO, WATER DEPARTMENT TESTING SERVICES (hereinafter "Agreement"), is made and entered into this 2ND day of JUNE, 2016, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Strata, 1652 Woodruff Park, Idaho Falls, ID (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, CITY desires to accept a proposal to provide Construction Materials Testing Services associated with roadway maintenance and construction support for the Idaho Falls Water Division; and

WHEREAS, CITY Public Works Department has selected the above-referenced firm to complete the Scope of Work identified herein; and

Whereas, CITY wishes CONSULTANT to complete the Scope of Work pursuant to this Agreement.

NOW, THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the parties hereto, as follows:

SECTION I: SCOPE OF WORK

Scope of Work shall include Scope of Work described in CONSULTANT's response to CITY's Request for Proposal dated May 18, 2016, in its Water Department Testing Services Proposal (all incorporated herein and made a part of this Agreement by this reference), and as follows:

1. General Scope of Work: Density testing of subgrade, trench backfill, subbase, and base materials; concrete sampling and testing; density testing of hot mix asphalt (HMA); and sampling and laboratory testing of soils, concrete, and HMA.
2. Project Team: CONSULTANT will provide a project manager to provide supervision and technical oversight of services.
3. Earthwork Observation and Testing:
 - a. CONSULTANT shall provide a field professional to perform compaction testing services during site earthwork activities.

- b. CONSULTANT shall not enter a trench without proper shoring/benching.
4. Testing of Concrete: CONSULTANT shall provide an American Concrete Institute or Western Alliance for Quality Transportation Construction certified field professional to provide testing during concrete placement. CONSULTANT's personnel will perform sampling and field testing of concrete including testing for: slump, temperature (concrete and ambient), entrained air content, unit weight (if required), and casting compressive strength cylinders.
5. Hot Mix Asphalt Testing: CONSULTANT will provide a field professional to perform periodic field testing during placement and compaction of hot mix Asphalt paving.
6. Laboratory Testing: CONSULTANT anticipates that compliance testing of soil, concrete and hot mix asphalt will be required during this construction.
7. Technical Management Reports: Consultant's field professional will generate a preliminary daily field report (DFR) documenting the testing activities performed by the individual, observations, results of tests performed, and status (incomplete, compliant, non-compliant, etc.).

SECTION II:

A. Independent Contractor.

The contracting parties warrant by their signature that no employer/employee relationship is established between CONSULTANT and CITY by the terms of this Agreement. It is understood by the parties hereto that CONSULTANT is an independent contractor and as such neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement.
2. The cost for CONSULTANTS' services for Project as described in Section I, Scope of Work, is a total estimated amount "not-to-exceed" thirty-five thousand dollars (\$35,000) billed as shown in CONSULTANT's response of May 18, 2016, attached.
3. Payment is due upon receipt of CONSULTANT's statement(s).
4. CITY and CONSULTANT may mutually agree to re-allocate tasks, providing the "not-to-exceed" price described in Section II.B.2. of this Agreement is unchanged.
5. This proposal excludes the cost of any equipment (e.g. ladders, trench shoring) to gain access to any area requiring inspection or sampling of materials.

C. Right to Use Images and Published Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use the results of the Project and its image(s), including any portion of its image(s). The use of image(s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs and functions. Image(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to CONSULTANT for use of such image(s).

Nothing in this section shall constrain CONSULTANT from using the PROJECT materials for other trainings or projects with other entities.

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by CONSULTANT upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement with thirty (30) days notice without cause and without further liability to CONSULTANT except as designated by this section. In the event of termination, CONSULTANT shall be paid for services performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement.

This Agreement may be amended only by written instrument signed by both parties hereto.

C. Project Timeline.

CITY and CONSULTANT shall agree upon a start date. The projected date of Project completion is November 2017, unless adjusted by mutual agreement between the parties. CITY shall make available to CONSULTANT all technical data of record in CITY's possession, including financial, operations, and other information necessary for Project.

D. Termination of Project.

If any portion of Project covered by this Agreement shall be suspended, abated, abandoned or terminated, CITY shall pay CONSULTANT for the services rendered to the date of such suspended, abated, abandoned or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

E. CONSULTANT's Insurance.

In performance of professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession; and no other warranty, either expressed or implied, is made in connection with rendering CONSULTANT's services.

F. CONSULTANT's Additional Insurance.

CONSULTANT shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and CONSULTANT shall cause CITY to be named as an additional insured under said policy.

G. Indemnification.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of CONSULTANT in the performance of professional services under this Agreement, to the extent that CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CONSULTANT and CITY. CONSULTANT shall not be obligated to indemnify CITY for CITY's sole negligence.

H. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

I. Jurisdiction and Venue.

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

J. Binding of Successors.

CITY and CONSULTANT each bind themselves, their partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partner, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement.

K. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning Project, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. CONSULTANT may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

L. CITY's Representatives.

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

M. Conflict of Interest.

CONSULTANT covenants that they presently have no interest and will not acquire any interest, direct or indirect, in Project which would conflict in any manner or degree with the performance of services hereunder. CONSULTANT further covenants that, in performing this Agreement, they will employ no person who has any such interest.

N. Ownership and Publication of Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use all reports, information, data and other materials prepared by CONSULTANT pursuant to this Agreement and shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain CONSULTANT from using Project Materials for other trainings or projects with other entities.

O. Non-discrimination.

CONSULTANT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

ATTEST:

"CITY"
City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

"CONSULTANTS"
Strata

By _____
Its: CHIEF STRATA OFFICER (CSO)

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2016, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

(Seal)

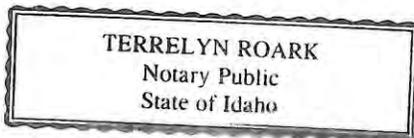
STATE OF IDAHO)
) ss:
County of Bonneville)

On this 2ND day of JUNE, 2016, before me, the undersigned, a notary public, in and for said State, personally appeared BART LARSEN, known or identified to me to be the CSO of Strata, and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said Strata.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Terrelyn Roark
Notary Public of Idaho
Residing at: 8653 W. HALLAMORE DR, BOISE, ID 83709
My Commission Expires: 02-28-2018

(Seal)





PRELIMINARY FEE ESTIMATE

Idaho Falls Water Department - Various
Testing/Various Locations 2016-207
Water Department
IFP15011D

	Unit	@	Rate
Earthwork			
Field Professional - Density Testing	Hours	@	\$43.26
Engineer - Field	Hours	@	\$87.55
Field Professional - Overtime	Hours	@	\$64.89
Field Professional - Obtain/Transport Samples	Hours	@	\$43.26
Density Gauge - Hour	each	@	\$10.30
T-74 Maximum Density - Idaho	each	@	\$772.50
Moisture Density Relationship Curve	each	@	\$154.50
Sieve Analysis of Coarse & Fine Aggregate	each	@	\$77.25
Moisture Content -	each	@	\$14.45
Atterberg Limit	each	@	\$51.50
Mileage	each	@	\$0.70
Asphalt			
Field Professional - Asphalt Density Testing	Hours	@	\$43.26
Field Professional - Overtime	Hours	@	\$64.89
Density Gauge - Hour	each	@	\$10.30
Field Professional - Coring Asphalt	Hours	@	\$43.26
Coring Equipment	each	@	\$208.00
Extraction Gradation w/Moisture - Ignition Oven	each	@	\$169.95
Asphalt Core Density	each	@	\$36.06
Rice Max Theoretical Test	each	@	\$87.55
Mileage	each	@	\$0.70
Concrete			
Field Professional - Concrete Testing	Hours	@	\$43.26
Field Professional - P/U Cylinders	Hours	@	\$43.26
Special Inspector - Reinforced Concrete	Hours	@	\$49.44
Compressive Strength - Cylinder - 4x8	each	@	\$18.48
Compressive Strength - Cylinder - 6x12	each	@	\$18.48
Mileage	each	@	\$0.70
Field Professional - Overtime	Hours	@	\$64.89
Project			
Project Manager	Hours	@	\$87.55
Project Administrator	Hours	@	\$38.05

208,237,5400
Page 1 of 15-18-2018

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO
STREET DEPARTMENT TESTING SERVICES FOR THE
CITY OF IDAHO FALLS, IDAHO**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE CITY OF IDAHO FALLS, IDAHO, STREET DEPARTMENT TESTING SERVICES (hereinafter "Agreement"), is made and entered into this 2nd day of JUNE, 2016, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Strata, 1652 Woodruff Park, Idaho Falls, ID (hereinafter referred to as "CONSULTANT").

W I T N E S S E T H:

WHEREAS, CITY desires to accept a proposal to provide Construction Materials Testing Services associated with roadway maintenance and construction support for the Idaho Falls Street Division; and

WHEREAS, CITY Public Works Department has selected the above-referenced firm to complete the Scope of Work identified herein; and

Whereas, CITY wishes CONSULTANT to complete the Scope of Work pursuant to this Agreement;

NOW, THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the parties hereto, as follows:

SECTION I: SCOPE OF WORK

Scope of Work shall include Scope of Work described in CONSULTANT's response to CITY's Request for Proposal date May 18, 2016, in its Street Department Testing Services Proposal (all incorporated herein and made a part of this Agreement by this reference), and as follows:

1. General Scope of Work: Density testing of subgrade, trench backfill, subbase, and base materials; concrete sampling and testing; density testing of hot mix asphalt (HMA); and sampling and laboratory testing of soils, concrete, and HMA.
2. Project Team: CONSULTANT will provide a project manager to provide supervision and technical oversight of services.
3. Earthwork Observation and Testing:
 - a. CONSULTANT shall provide a field professional to perform compaction testing services during site earthwork activities.

- b. CONSULTANT shall not enter a trench without proper shoring/benching.
4. Testing of Concrete: CONSULTANT shall provide an American Concrete Institute or Western Alliance for Quality Transportation Construction certified field professional to provide testing during concrete placement. CONSULTANT's personnel will perform sampling and field testing of concrete including testing for: slump, temperature (concrete and ambient), entrained air content, unit weight (if required), and casting compressive strength cylinders.
5. Hot Mix Asphalt Testing: CONSULTANT will provide a field professional to perform periodic field testing during placement and compaction of hot mix Asphalt paving.
6. Laboratory Testing: CONSULTANT anticipates that compliance testing of soil, concrete and hot mix asphalt will be required during this construction.
7. Technical Management Reports: Consultant's field professional will generate a preliminary daily field report (DFR) documenting the testing activities performed by the individual, observations, results of tests performed, and status (incomplete, compliant, non-compliant, etc.).

SECTION II:

A. Independent Contractor.

The contracting parties warrant by their signature that no employer/employee relationship is established between CONSULTANT and CITY by the terms of this Agreement. It is understood by the parties hereto that CONSULTANT is an independent contractor and as such neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement.
2. The cost for CONSULTANTS' services for Project as described in Section I, Scope of Work, is a total estimated amount "not-to-exceed" twenty-five thousand dollars (\$25,000) billed as shown in CONSULTANT's response of May 18, 2016, attached.
3. Payment is due upon receipt of CONSULTANT's statement(s).
4. CITY and CONSULTANT may mutually agree to re-allocate tasks, providing the "not-to-exceed" price described in Section II.B.2. of this Agreement is unchanged.
5. This proposal excludes the cost of any equipment (e.g. ladders, trench shoring) to gain access to any area requiring inspection or sampling of materials.

C. Right to Use Images and Published Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use the results of the Project and its image(s), including any portion of its image(s). The use of image(s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs and functions. Image(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to CONSULTANT for use of such image(s).

Nothing in this section shall constrain CONSULTANT from using the PROJECT materials for other trainings or projects with other entities.

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by CONSULTANT upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement with thirty (30) days notice without cause and without further liability to CONSULTANT except as designated by this section. In the event of termination, CONSULTANT shall be paid for services performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement.

This Agreement may be amended only by written instrument signed by both parties hereto.

C. Project Timeline.

CITY and CONSULTANT shall agree upon a start date. The projected date of Project completion is November 2017, unless adjusted by mutual agreement between the parties. CITY shall make available to CONSULTANT all technical data of record in CITY's possession, including financial, operations, and other information necessary for Project.

D. Termination of Project.

If any portion of Project covered by this Agreement shall be suspended, abated, abandoned or terminated, CITY shall pay CONSULTANT for the services rendered to the date of such suspended, abated, abandoned or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

E. CONSULTANT's Insurance.

In performance of professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession; and no other warranty, either expressed or implied, is made in connection with rendering CONSULTANT's services.

F. CONSULTANT's Additional Insurance.

CONSULTANT shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and CONSULTANT shall cause CITY to be named as an additional insured under said policy.

G. Indemnification.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of CONSULTANT in the performance of professional services under this Agreement, to the extent that CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CONSULTANT and CITY. CONSULTANT shall not be obligated to indemnify CITY for CITY's sole negligence.

H. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

I. Jurisdiction and Venue.

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

J. Binding of Successors.

CITY and CONSULTANT each bind themselves, their partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partner, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement.

K. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning Project, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. CONSULTANT may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

L. CITY's Representatives.

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

M. Conflict of Interest.

CONSULTANT covenants that they presently have no interest and will not acquire any interest, direct or indirect, in Project which would conflict in any manner or degree with the performance of services hereunder. CONSULTANT further covenants that, in performing this Agreement, they will employ no person who has any such interest.

N. Ownership and Publication of Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use all reports, information, data and other materials prepared by CONSULTANT pursuant to this Agreement and shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain CONSULTANT from using Project Materials for other trainings or projects with other entities.

O. Non-discrimination.

CONSULTANT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

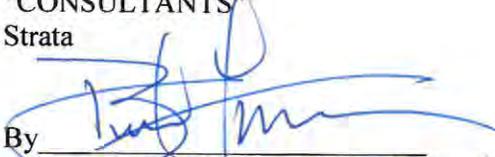
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

ATTEST:

"CITY"
City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

"CONSULTANTS"
Strata

By _____
Its: CHIEF STRATEGY OFFICER (CSO)

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2016, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 2ND day of JUNE, 2016, before me, the undersigned, a notary public, in and for said State, personally appeared BART LARSEN, known or identified to me to be the CSO of Strata, and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said Strata.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Terrelyn Roark
Notary Public of Idaho
Residing at: 8652 W. HACKAWORE DR, BOJIE, ID 83709
My Commission Expires: 02-28-2018

(Seal)

TERRELYN ROARK Notary Public State of Idaho



PRELIMINARY FEE SCHEDULE

Idaho Falls - Various Testing/Variou
Locations 2016-2017
Streets Department
IFP15011C

	Unit	@	Rate
Earthwork			
Field Professional - Density Testing	hours	@	\$43.26
Engineer - Field	hours	@	\$87.55
Field Professional - Overtime	hours	@	\$64.89
Field Professional - Obtain/Transport Samples	hours	@	\$43.26
Density Gauge - Hour	each	@	\$10.30
T-74 Maximum Density - Idaho	each	@	\$772.50
Moisture Density Relationship Curve	each	@	\$154.50
Sieve Analysis of Coarse & Fine Aggregate	each	@	\$77.25
Moisture Content -	each	@	\$14.45
Atterberg Limit	each	@	\$51.50
Mileage	each	@	\$0.70
Asphalt			
Field Professional - Asphalt Density Testing	hours	@	\$43.26
Field Professional - Overtime	hours	@	\$64.89
Density Gauge - Hour	each	@	\$10.30
Field Professional - Coring Asphalt	hours	@	\$43.26
Coring Equipment	each	@	\$206.00
Extraction Gradation w/Moisture - Ignition Oven	each	@	\$169.95
Asphalt Core Density	each	@	\$36.05
Rice Max Theoretical Test	each	@	\$87.55
Mileage	each	@	\$0.70
Concrete			
Field Professional - Concrete Testing	hours	@	\$43.26
Field Professional - P/U Cylinders	hours	@	\$43.26
Special Inspector - Reinforced Concrete	hours	@	\$46.44
Compressive Strength - Cylinder - 4x8	each	@	\$16.46
Compressive Strength - Cylinder - 6x12	each	@	\$16.46
Mileage	each	@	\$0.70
Field Professional - Overtime	hours	@	\$64.89
Project			
Project Manager	hours	@	\$87.55
Project Administrator	hours	@	\$36.05



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: July 7, 2016

Subject: **PROFESSIONAL SERVICES AGREEMENT FOR NORTH CAPITAL AVENUE AND ELM STREET ROAD SAFETY AUDIT**

Attached for consideration is a Professional Services Agreement for engineering services on the North Capital Avenue and Elm Street Road Safety Audit with Precision Engineering.

Under the agreement, Precision Engineering will provide engineering services as necessary for a not-to-exceed amount of \$35,800.00. The City will be responsible for \$2,627.72, which is 7.34% of this amount. This agreement has been reviewed by the City Attorney.

Public Works recommends approval of this Professional Services Agreement; and, authorization for the Mayor and City Clerk to sign the document.

Respectfully,

A handwritten signature in blue ink that reads "Chris H Fredericksen".

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachments

c: Canfield

2-38-18-4-TRF-2015-42

2016-69

IDAHO TRANSPORTATION DEPARTMENT
LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number 94086

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF IDAHO FALLS, whose address is PO Box 50220 Idaho Falls ID 83405, hereinafter called the "Sponsor," and PRECISION ENGINEERING, LLC, whose address is 588 E. Ridge Dr, Eagle, ID, 83616, hereinafter called the "Consultant."

RATIFICATION

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

NOW, THEREFORE, the parties hereby agree as follows:

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

PROJECT NAME: N CAPITAL AVE & ELM ST SAFETY AUDIT, ID FALLS
PROJECT NO: A018(898)
KEY NO: 18898

I. SUBCONSULTANTS

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

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Kevin Kuther, Safety Engineer, LHTAC; (208) 344-0565; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

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

1. The following attachments are made a part of this Agreement:
 - a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.

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

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

- 2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

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

V. TIME AND NOTICE TO PROCEED

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **11/30/2016**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

- A. Payment Basis: Specific Rates of Compensation (Loaded hourly rates [labor, OH & fee] plus direct expenses). Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the actual cost or Not-To-Exceed amount of the Agreement, whichever is lesser.
- B. Compensation Amount
 - 1. Not-To-Exceed Amount: **\$35,800.00**
 - 2. Additional Services Amount: **\$0.00**
 - 3. Total Agreement Amount: **\$35,800.00**
- C. The rates identified in Attachment No. 2 were negotiated and agreed upon by both parties to this Agreement. These rates will be fixed for the period of this Agreement.

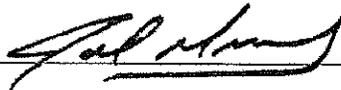
- D. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$35,800.00** to perform the work of this Agreement.

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

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

PRECISION ENGINEERING, LLC
Consultant

CITY OF IDAHO FALLS
Sponsor

By: 
Title: Principal Engineer

By: _____
Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____
Title: _____

ATTACHMENT NO. 1L

CONSULTANT AGREEMENT SPECIFICATIONS

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

A. DEFINITIONS

1. **Administrator:** Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: <http://www.itd.idaho.gov/design/cau/policies/policies.htm> .
17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.
18. **State:** Normally "State" refers to the Idaho Transportation Department.
19. **Sponsor:** The "Sponsor" refers to the local public agency.
20. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

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

B. STANDARDS OF PERFORMANCE

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

C. AGREEMENT ADMINISTRATOR

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

D. PERSONNEL

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

E. SUBCONSULTANTS

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

F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

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

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

H. MONTHLY PROGRESS REPORT

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

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

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

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

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

I. PROGRESS AND FINAL PAYMENTS

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

Lump Sum

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

Cost Plus Fixed Fee

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

Cost

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

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

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

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.
3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.
5. Payments to Subconsultants

The Consultant shall pay each Subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each Subconsultant within twenty (20) calendar days after the Subconsultant's work is satisfactorily completed.

Form ITD-2892 (Certification of Payment) shall be filled out by the consultant for each invoice and provided to the Agreement Administrator verifying payments to subconsultants. Upon completion of the work, the consultant shall certify total payment to all subconsultants on Form ITD-2921 (Certification of Payment Amounts). Forms will be provided by the State.

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

- a. The Consultant warrants that they have not:

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

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

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

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

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

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

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

3. CHANGES IN WORK

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

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

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

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

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

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

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

4. DELAYS AND EXTENSIONS

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

Extensions of time may be granted for the following reasons:

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

5. TERMINATION

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

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

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

6. DISPUTES

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

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

7. ACCEPTANCE OF WORK

- a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.
- c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

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

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

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

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials by the Sponsor for purposes other than intended under this agreement shall be at the risk of the Sponsor. The Consultant has the right to make and retain copies of all data and documents for project files. All material acquired or produced by the Consultant under this contract may be public records under the Idaho Public Records Act. Reference Idaho Code Section 9-338(9).

9. AERIAL PHOTOGRAPHY

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

10. CADD SPECIFICATIONS

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

- a. Standard CD-ROM format;
- b. Standard DVD-ROM Format

Files shall be developed with MicroStation software, XM Version 8.09.X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: <http://itd.idaho.gov/manuals/ManualsOnline.htm> .

11. GEOTECHNICAL AND MATERIALS WORK

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

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

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

13. INDEMNITY

- a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.
- b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.
- c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

14. INSURANCE

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

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

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

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

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

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

16. LEGAL COMPLIANCE

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

17. SUBLETTING

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

18. PERMITS AND LICENSES

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

19. PATENTS AND COPYRIGHTS

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

20. CIVIL RIGHTS ACT

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

- a. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://www.itd.idaho.gov/civil/pdf/eeocc/dbesprqn.pdf>
- b. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
- c. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
- d. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
- e. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
- f. **Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs a. through e. above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by regulations, orders, or directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interest of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

21. INSPECTION OF COST RECORDS

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

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

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

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

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

24. EMPLOYEE ELIGIBILITY

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



Scope of Work

June 29, 2016

N CAPITAL AVE & ELM ST SAFETY AUDIT, ID FALLS

PROJECT NO. STC-7116

KEY NO. 18898

PRECISION ENGINEERING, LLC

539 S. Fitness Place Suite 120

Eagle Idaho 83616

Phone: 208-938-1695

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

Email: joel@precisionengineeringllc.com

PROJECT UNDERSTANDING

The City of Idaho Falls and the Local Highway Technical Assistance Council (LHTAC), as part of the 2017 Local Highway Safety Improvement Program (LHSIP) has programmed a Road Safety Audit. The downtown area in Idaho Falls has seen significant numbers of crashes in recent years. The City has an interest in developing a greater understanding of the safety issues present on the downtown streets and the mitigation measures that would be effective. Two corridors have been selected as being representative of the varied roadways in the downtown area and are proposed for detailed study under this project, those corridors are:

- Capital Avenue from Broadway Street to G Street
- Elm Street from Eastern Avenue to Corner Avenue

PROJECT DEVELOPMENT

This is a federal funded safety project sponsored by the City of Idaho Falls and will be completed as a simple project and does not require full federal oversight. The general purpose of this project is to provide the City of Idaho Falls with services to conduct a Road Safety Audits (RSA) and the corresponding report.

The intent of the audit is to identify safety concerns within the project limits and provide potential solutions. This will include a comprehensive analysis of existing crash data, roadway geometry, signing, striping, pedestrian treatments, and intersection traffic control to gain a better understanding of the underlying issues contributing to crashes and will consider all potential users. It will also include the development of specific recommendations for reducing crashes. It is believed that the results for the two study corridors will have application at many other locations throughout the greater downtown area.

ASSUMPTION:

- City of Idaho Falls/LHTAC to provide Precision with crash summary data and traffic counts
- City of Idaho Falls to make available a conference room for use by the Audit Team Members the day of the Kickoff Meeting and Field Review Audit
- If additional traffic counts (ADT / peak hour) are needed they will be conducted by the City of Idaho Falls
- Precision will rent a vehicle with the capacity to carry the entire audit team and will be used to conduct the Field Review.

PROJECT SCOPE OF WORK

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

This RSA is a formal safety evaluation of the following existing downtown roadways (*Capital Avenue from Broadway Street to G Street and Elm Street from Eastern Avenue to Corner Avenue*) by an independent, multidisciplinary audit team. The team will look for potential safety hazards that may affect all road users and suggests measures to mitigate those safety issues. The audit team will be composed of multidiscipline individuals with knowledge of the area but do not have direct influence or oversight at the project locations. This may include law enforcement, and emergency medical services, federal, state, local transportation personnel and others as determined. The RSA team leader and team members will be conducting field reviews during both the day and night. We intend to follow the procedures detailed in the FHWA RSA Procedure and Guidelines Manual and other RSA references/resources as needed to provide a thorough RSA.

TASK 1: FACILITATE SAFETY AUDIT

1.1 Identify Interdisciplinary RSA Team

Precision will provide a team leader to conduct the RSA and correspond with the LHTAC RSA Project Manager and Project Owner (City of Idaho Falls) via conference calls to determine the required disciplines and individuals for the RSA from a list of potential participants developed by the RSA team. The audit team members shall be independent of the Project Owner.

Anticipated Audit team:

- Precision Engineering Personnel
- LHTAC Engineering Personnel
- ITD Traffic and/or FHWA Safety Personnel
- Idaho Falls Law Enforcement and First Response Personnel
- School District Transportation Services
- Neighboring Jurisdiction, i.e. Cities of Shelly or Ammon
- Bingham or Madison County
- Area Business Owners or ID Falls Development Corporation

Precision will coordinate the RSA schedule with the team members.

Deliverables: List of RSA Team Participants contacted (with their corresponding profession, agency, e-mail address and phone number, reason for acceptance or decline), invitation letter/memo or copy of e-mail sent to potential auditors, list of recruited RSA team members, and RSA schedule.

1.2 Prepare Relevant Data and Documents

Precision will coordinate with the City of Idaho Falls, BMPO, LHTAC and ITD to obtain available relevant data and documents needed by the audit team members. The relevant project data will consist of, but not limited to, the following: Crash Data, Traffic Volumes, Traffic Speed Data, Truck Route Distribution, Downtown Corridor Plan,

Available Multimodal Data and list of Proposed Future Projects.

Precision will prepare a meeting agenda, a brief statement of the project scope, display maps for discussion of the project area and field audit checklists. All pertinent data and documents for the RSA will be provided to team members at least one week before the audit-briefing meeting.

Deliverables: Meeting agenda, copies of relevant data and documents given to each team member.

1.3 Conduct RSA Kickoff Meeting

Precision will schedule, notify the RSA team members and lead the kickoff meeting. The goal of the kickoff meeting is to accomplish the following:

- Allow all team members to introduce themselves and give a brief description of their experience. The City of Idaho Falls may be present during the meeting to give clarification on intricate safety issues.
- Explain the RSA scope, objectives and goals of the selected project to the team.
- Identify team roles, responsibilities, evaluation and reporting procedures.
- Lead discussion with the team about the project with relevant data and documents including but not limited to crash data, traffic volume history, aerial photographs, previous studies/reports, if available, design criteria and known safety constraints or issues discussed by the Project Owner and LHTAC in Section 1.1 above.
- Discuss and set RSA completion schedule and report delivery date.

Deliverables: Meeting Minutes.

1.4 Perform Field Reviews

Following the kickoff meeting, Precision will lead the field review which will include both daytime and nighttime inspections. The field review may also include peak period and off-peak period observations, which will be determined by the team during the field review.

Precision will ensure the field review is conducted in a manner that is safe and maximizes time and effort. Precision will provide field equipment such as, camera, flashlights and measuring instruments. Team members will responsible for providing their own personal safety equipments: vest, close toed shoes, etc.

It is anticipated the team will travel to the designated roadways in a single vehicle to drive the site as a single unit to discuss the team's observations and potential safety improvements. The team will also walk both roadways to discuss pedestrian and bike safety improvements. The field review will include but is not limited to observations of road users' characteristics, surrounding land uses and traffic flow within and near the study area.

Deliverables: Photos, field review notes and team member sketches

1.5 Conduct Debriefing Meeting and Present Findings

At the end of the field review, Precision will conduct a debriefing meeting to discuss and consolidate the team findings in order to formulate and prioritize the identified safety recommendations. At that point the team will present the findings of the RSA to the Project Owner.

The RSA team will decide by consensus, which recommendations are to be included in the report. Any comments, observations, and safety improvement recommendations that do not go forward will be put into a spreadsheet and recorded together with the reasons why the issues are not to be considered. Safety improvement recommendations carried forward will be included in the report.

Deliverables: RSA team findings, PowerPoint presentation and prioritized safety improvement recommendations. The lists of comments, observations and recommendations not considered by the audit team in spreadsheet format shall also be submitted.

1.6 Prepare Draft RSA Findings Report

Precision will write the draft audit report ensuring that all agreed upon comments and recommendations discussed during the debriefing meeting are included in the report.

Precision will prioritize and categorize safety issues with recommended safety improvements. Precision will provide conceptual cost estimates categorized by low, medium and high for the recommended safety improvements.

Precision will provide the draft RSA report to the team members for their review and comments prior to submission of draft report to the City of Idaho Falls.

In general, the RSA report shall follow the following sample outline:

- A. Background
- B. Introduction
- C. Project Data Received from Project Owner
- D. Audit Team Members and Affiliation
- E. Project Location and Description
- F. Audit Observations and Potential Safety Enhancements
- G. Summary of Road Safety Audit
- H. Table of Potential Safety Enhancements
- I. Appendix
 - Kickoff Meeting Minutes
 - Crash Data and Collision Diagrams
 - Traffic Volumes (ADT)
 - Table of Recommendations not Considered
 - References

Deliverables: Draft RSA Report to the City of Idaho Falls

1.7 Finalize RSA Findings and Submit Report

After all comments that came from the review of the draft RSA report. Precision will submit the final stamped report to Idaho Falls and LHTAC.

Deliverables: Final RSA Report

City of Idaho Falls Response to RSA Findings

After submitting the final RSA the City of Idaho Falls will provide responses to the findings and proposed improvements. The responses will be incorporated into the Table of Potential Safety Enhancements.

TASK 2: PROJECT MANAGEMENT

2.1 Project Coordination

This task will include progress meetings, informal reviews and general coordination with LHTAC and City of Idaho Falls staff as required during the project.

2.2 Prepare Monthly Invoices

Monthly invoices will include the LHTAC 771 – Monthly Progress Report, the current Professional Service Authorization (PSA), Monthly Status Form, updated milestones and a cover letter summarizing the work progress and budget status.

SCHEDULED MILESTONES

The following Milestones are estimated due to the difficulty of scheduling multiple persons over multiple agencies to conduct the two day RSA field review. Our intent is to provide the Draft RSA Report no later than Early November to the City of Idaho Falls. This is to allow ample time for the City Staff to prepare and submit for LHSIP 2019 Funding for improvements identified in the RSA report (Applications due January 2017).

Project Milestone	Start Date	Completion Date
Notice to Proceed	Monday 8/1/16	Monday 8/1/16
1.1 Identify Interdisciplinary RSA Team	Early August	Mid August
1.2 Prepared Relevant Data & Documents	Mid August	Late August
1.3 Conduct RSA Kickoff Meeting	Early Sept / Mid Sept	Early Sept / Mid Sept
1.4 Perform Field Reviews (2 Days)	Same time as Task 1.3	2 Days
1.5 Conduct Debriefing Meeting & Present Findings	On the Completion Date of Task 1.4	On the Completion Date of Task 1.4
1.6 Prepare Draft RSA Findings Report	Early October	Late October / Early November
1.7 Finalize RSA Findings & Submit Report	Early November	Late November
<i>City Staff to Present Findings to City Council for Acceptance</i>	<i>Mid December</i>	<i>Late December</i>

MAN HOUR ESTIMATE

MAN-HOUR ESTIMATE				
N CAPITAL AVE & ELM SAFETY AUDIT ID FALLS				
ITD PROJECT NO. A018(898) KEY NO. 18898				
	PM HOURS Joel G	PE HOURS Andy E	EIT HOURS Brandon M	TOTAL HOURS
TASK 1	FACILITATE SAFETY AUDIT			
1.1 Identify Interdisciplinary RSA Team	16	8	4	28
1.2 Prepare Relevant Data and Documents	12	24	32	68
1.3 Conduct RSA Kickoff Meeting	4		4	8
1.4 Perform Field Reviews	12		12	24
1.5 Conduct Debriefing Meeting and Present Findings	2		2	4
1.6 Prepare Draft RSA Findings Report	40	50	60	150
1.7 Finalize RSA Findings and Submit Report	20	32	40	92
TASK 1 HOURS	106.0	114.0	154.0	374.0
TASK 1 MAN-DAYS	13.3	14.3	19.3	46.8
TASK 2	PROJECT MANAGEMENT			
2.1 Project Coordination	40	6	8	54
2.2 Prepare Monthly Invoices	12			12
TASK 2 TOTAL	52	6	8	66
TASK 2 MAN-DAYS	6.5	0.8	1.0	8.3
TOTAL HOURS	158.0	120.0	162.0	440.0
TOTAL MAN-DAYS	19.8	15.0	20.3	55.0
LABOR	TOTAL HOURS	TOTAL MAN DAYS	LOADED HR RATE	TOTAL COST
Joel Grounds, P.E.,PTOE Project Manager/Principal Engineer	158.0	19.75	\$105.00	\$16,590.00
Andy Elliott, P.E. Project Engineer	120.0	15	\$71.00	\$8,520.00
Brandon Mapes, E.I.T. Staff Engineer	162.0	20.25	\$56.00	\$9,072.00
Total Labor Expense				\$34,182.00
DIRECT EXPENSES	DESCRIPTION OF BREAKDOWN	*ESTIMATED AMOUNT	UNIT COST	TOTAL COST
PRINTING	Lump Sum	1	\$150.00	\$150.00
RENTAL VAN	2 Day Audit	2	\$150.00	\$300.00
** LODGING	2 People for 3 Days	6	\$89.00	\$534.00
** MEALS	2 People for 3 Days	6	\$51.00	\$306.00
RENTAL CAR	Rental per Day	3	\$100.00	\$300.00
Total Direct Expenses				\$1,590.00
PROJECT TOTAL				\$35,772.00



MEMORANDUM

To: Honorable Mayor and City Council

From: Greg A. Weitzel, Director, Parks and Recreation Department

Date: July 14, 2016

Subject: **CHANGE ORDER # ONE (1) ROCKSOLID LANDSCAPE DESIGN AND CONSTRUCTION**

Mayor and Council:

On July 2nd, 2015 a bid was awarded to Rock Solid Landscaping Design and Construction for construction of the Wayfinding Monument Sign.

Due to design changes and additional services performed beyond the original scope of work, the Department of Parks and Recreation respectfully requests an increase in the contract amount of \$35,396.37 bringing the original award of \$79,583.00 to a total of \$114,979.37, and requests authorization for the Mayor and City Clerk to accept the executed contract as written.

Respectfully,

A handwritten signature in blue ink, appearing to read "Greg A. Weitzel".

Greg A Weitzel
Department of Parks and Recreation

laj

Attachment

cc: Mayor
City Clerk
File

CHANGE ORDER

PROJECT: WAYFINDING SIGNAGE
CITY OF IDAHO FALLS

TO CONTRACTOR: ROCK SOLID LANDSCAPE
DESIGN AND CONSTRUCTION
447 WHITTIER IDAHO FALLS, IDAHO

CHANGE ORDER NUMBER: <i>One</i>
DATE: <u>June 27, 2016</u>
PROJECT: <u>WAYFINDING MONUMENT</u>
PURCHASE ORDER NUMBER: <u>77675</u>
PURCHASE ORDER DATE: <u>9/21/2015</u>

Page 1 of 2

THE CONTRACT IS CHANGED AS FOLLOWS:

The addition of two (2) variable frequency drives.	<u>\$ 4,249.20</u>
The addition of one (1) anemometer -Required for the requested scope of winter operations.	<u>\$ 350.00</u>
The addition of twenty four (24) hours for design work and pre construction meetings. -Included for the directive of adding flowing water to the sign and then redesign; revising drawings, meetings, and collaboration.	<u>\$ 2,160.00</u>
The addition of forty (40) tons of boulders.	<u>\$ 5,400.00</u>
An additional 20% in building materials; fabric, liner, plumbing etc..	<u>\$ 2,800.00</u>
An additional 20% in labor hours.	<u>\$ 3,856.00</u>
Generator rental and fuel for temporary electrical service for testing and final adjustments to the water feature.	<u>\$ 550.00</u>
Core drilling installation pockets for night lighting. Labor and equipment.	<u>\$ 725.32</u>
Trench work for relocating curb stops and back flow prevention valve. - Includes excavation, backfill, and compaction.	<u>\$ 1,146.08</u>
Expanded metal for protecting aqua blox from damage due to unwanted foot traffic.	<u>\$ 912.62</u>
Water service to water feature installation trench. - Includes excavation, backfill, compaction, and water supply line installation.	<u>\$ 654.25</u>
Landscape surrounding area as outlined in attached drawings (2 pages). Includes: Fifteen (15) Yards 1-1/4" black and tan rock mulch over 1450 ft ² weed fabric One hundred forty one (141) linear feet of 4" x 1/8" metal edging Eight (8) 5 gallon shrubs Twenty seven (27) 1 gallon perennials/ornamental grasses Three (3) 25 gallon evergreen trees Two (2) 8" caliper trees. Transport from nursery to sign location provided by the city of Idaho Falls. One (1) 90" root ball shrub. Transport from nursery to sign location provided by the city of Idaho Falls. Two thousand fifty (2050) ft ² of sod Ten (10) tons of basalt accent boulders Irrigation to be installed by the city of Idaho Falls.	<u>\$ 12,592.90</u>
Total:	<u>\$ 35,396.37</u>

CHANGE ORDER NUMBER: One
DATE: June 27, 2016
PROJECT: WAYFINDING MONUMENT
PURCHASE ORDER NUMBER: 77675
PURCHASE ORDER DATE: 9/21/2015

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The original contract sum was \$ 79,583.00
The contract sum will increase decrease unchange
by the change order in the amount of \$ 35,396.37
The new contract sum including this change order will be..... \$ 114,979.37

Contractor Representative:

RockSolid Landscape Design and Construction
447 Whittier
Idaho Falls, Idaho

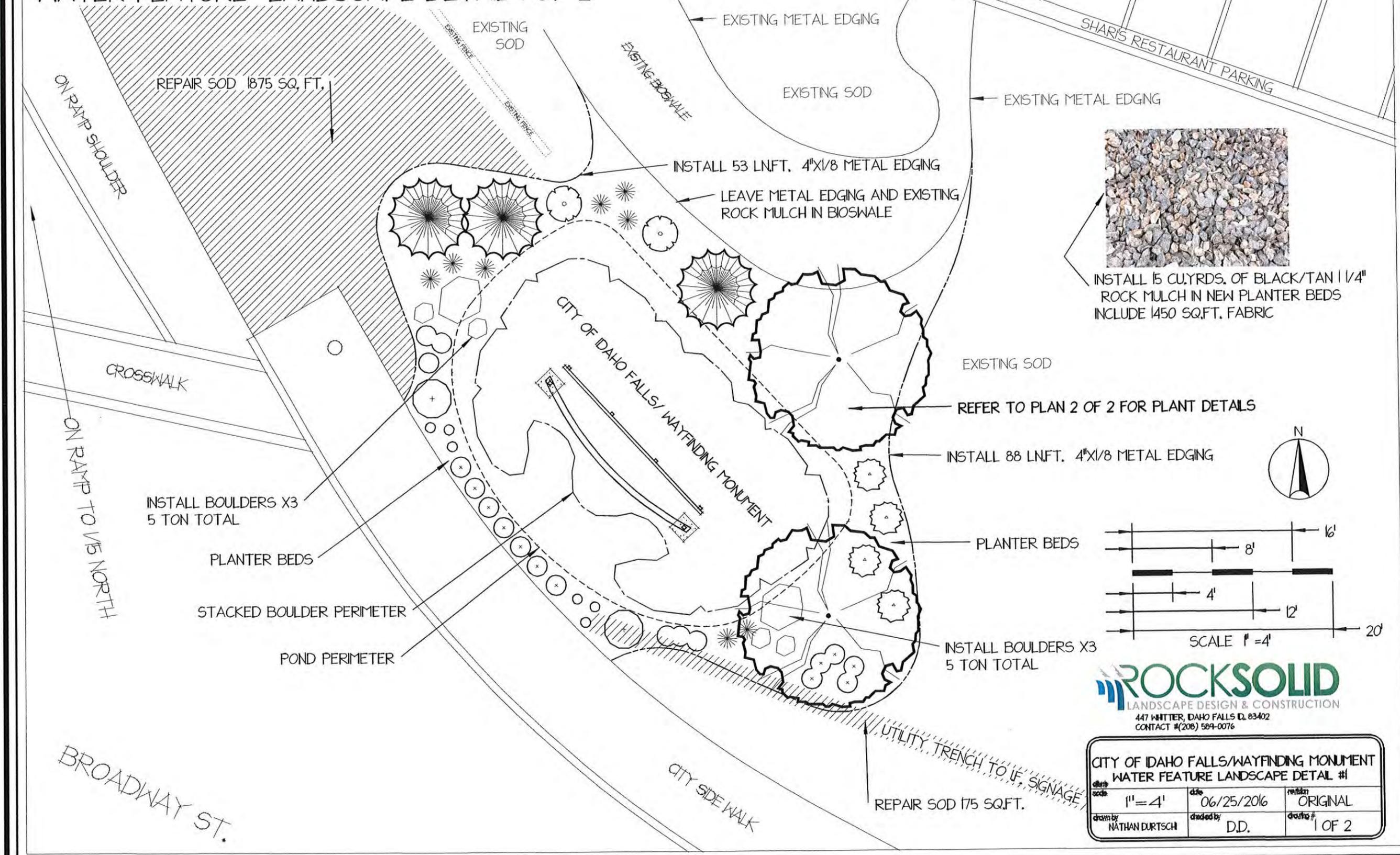
By: *Dan Dutzeli*
Date: 6/29/16

Owner Representative:

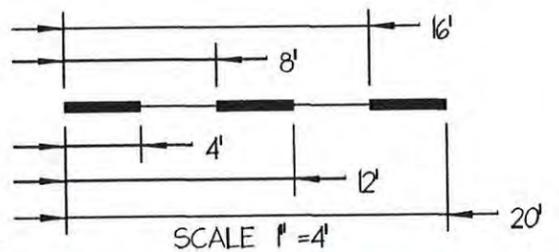
City of Idaho Falls
Parks and Recreation Department
520 Memorial Drive
Idaho Falls, Idaho

By: _____
Date: _____

WAYFINDING MONUMENT WATER FEATURE LANDSCAPE DETAIL 1 OF 2



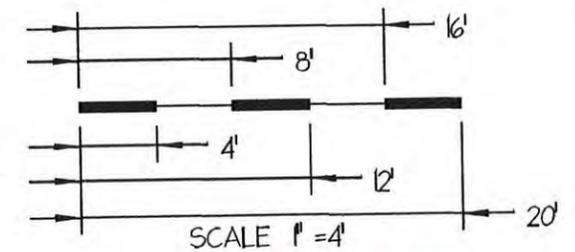
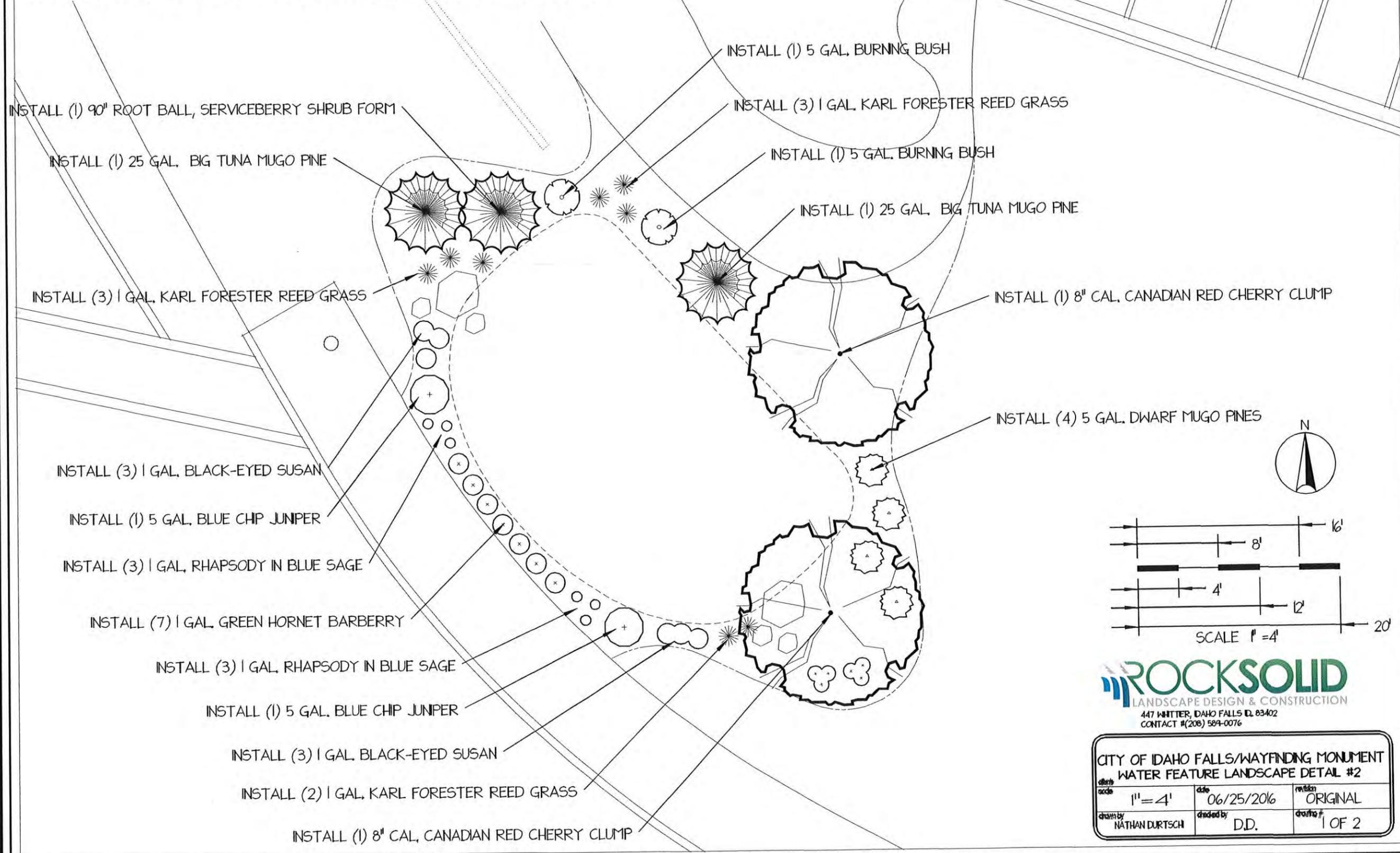
INSTALL 15 CU. YRDS. OF BLACK/TAN 1/4" ROCK MULCH IN NEW PLANTER BEDS
INCLUDE 1450 SQ. FT. FABRIC



ROCKSOLID
LANDSCAPE DESIGN & CONSTRUCTION
447 WHITTIER, IDAHO FALLS ID. 83402
CONTACT # (208) 589-0076

CITY OF IDAHO FALLS/WAYFINDING MONUMENT WATER FEATURE LANDSCAPE DETAIL #1		
date scale 1" = 4'	date 06/25/2016	revision ORIGINAL
drawn by NATHAN DURTSCH	checked by D.D.	sheet # 1 OF 2

WAYFINDING MONUMENT WATER FEATURE LANDSCAPE DETAIL 2 OF 2



ROCKSOLID
LANDSCAPE DESIGN & CONSTRUCTION
447 WHITTER, IDAHO FALLS ID. 83402
CONTACT # (208) 589-0076

CITY OF IDAHO FALLS/WAYFINDING MONUMENT WATER FEATURE LANDSCAPE DETAIL #2		
scale 1" = 4'	date 06/25/2016	revision ORIGINAL
drawn by NATHAN DURTSCH	designed by D.D.	sheet # 1 OF 2



A Department of the City of Idaho Falls.

"A community with its own kind of energy"

MEMORANDUM



To: Honorable Mayor and City Council
From: Jackie Flowers, General Manager
Date: July 11, 2016
Re: Ordinance Amending Sections of the City Code of Idaho Falls Pertaining to the Public Fiber Optic Network

Attached for your consideration is an Ordinance amending sections of the City Code of Idaho Falls pertaining to the Public Fiber Optic Network. Following staff recommendations, the ordinance amending Title 8, Chapter 13 was prepared by the City Attorney's office. The proposed changes seek to clarify provisions associated with amortizing extension costs and the methodology for cost recovery.

Staff respectfully requests that the Mayor and City Council approve the amended Ordinance under the suspension of 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*).

Thank you for your consideration.

Attachment

JRF/749

Cc: City Clerk
City Attorney
File

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 13 OF THE IDAHO FALLS, IDAHO, CITY CODE TO CLARIFY CONDITIONS FOR SERVICE OF FIBER TO CUSTOMERS; FOR CUSTOMER COST RECOVERY AND AMORTIZATION; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City of Idaho Falls established a public fiber optic network in 2004; and

WHEREAS, the Idaho Falls fiber network includes access to the public fiber optic system by wholesale providers of communication services for the purpose of providing end use customers retail service; and

WHEREAS, the wholesale providers and their end use customers are allowed to amortize their extension costs and entitled to recoup a portion of their fees from subsequent customers who connect to their distribution extension; and

WHEREAS, the City of Idaho Falls requires clarification in terms associated with amortization and recoup processes.

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

SECTION 1. Title 8, Chapter 13, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

8-13-5: NO OBLIGATION TO SERVE: The City shall have no obligation to serve or provide fiber optic access to any customer. The City reserves the right to limit or refuse access to the public fiber network at its sole discretion, provided access shall not be denied or limited on the basis of race, color, religious creed, ancestry, religion, age, national origin, familial status, veterans status, disability, sexual orientation, and/or gender expression/identity.

...

8-13-7: APPLICATION FOR FIBER OPTIC NETWORK ACCESS:

- (A) Fiber optic access shall not be delivered to any customer until the customer or ~~his or her~~ the customer's authorized agent personally appears at the office of Idaho Falls Power, 140 S. Capital Ave., Idaho Falls, Idaho, and makes written application for delivery of fiber optic access. Such application shall be in such form as may be

determined by the Director and the City Attorney. The Director may require appropriate identification of any customer or agent making application for fiber optic access. Customers requesting any fiber optic access which contemplates substantial extensions of the fiber backbone or the construction of significant enhancements or additions to the fiber optic network at public expense, as determined by the Director, may be required to present site plans, improvement plans, feasibility plans, financial statements and financial guarantees contemporaneously with such application and, where the customer is allowed to amortize payments for such extensions, enhancements, or additions, the customer shall allow the City to audit all relevant financial records of such customer. Any customer who willfully gives materially false information in the customer's his or her application or who shall falsely represent the customer's his or her identity shall be guilty of a misdemeanor and fiber optic access to such customer may be subject to summary termination of access, ~~in accordance with Section 8-13-15 of this Chapter.~~

- (B) In the event installation of distribution fiber is necessary in order to provide the access requested by the customer, the cost of designing and installing such distribution line shall be borne by the customer, subject to the customer's recovery of a portion of such cost from a subsequent customer, in the manner set forth in ~~Section 8-13-26 of this Chapter.~~ The Director may require the initial customer to pay the estimated costs of such design and installation to the City prior to and as a condition for the commencement of the installation of such distribution fiber by the City. The design and/or installation of such distribution fiber may be performed by ~~the City crews~~ or by an independent contractor hired by the City. In the event the installation is performed by an independent contractor, the City shall deliver a copy of the contractor's bid to the customer prior to its issuance of a notice to proceed to such independent contractor. In the event the actual costs of such construction exceed the initial estimate by the Director, such excess shall be paid to the City within fifteen (15) days after the delivery of an itemized invoice to the customer by the City, reflecting the total amount of the design and construction costs incurred by the City in constructing such distribution fiber extension. In the event such construction costs are less than the estimate, then such difference shall be returned to the initial customer within thirty (30) days after the substantial completion of such distribution fiber extension. In no event will the City undertake the design or construction of a new distribution line, if the customer is delinquent in their his or her payment of the access charges set from time to time by Resolution of the Council forth in section 8-13-27 hereof or is otherwise in default of the customer's his or her obligations under this Chapter. Upon approval by the Director and where the amount to be amortized does not exceed ten thousand dollars (\$10,000), Ppayment for distribution fiber may also be made in monthly installments not to exceed a total of sixty (60) months. ~~Provided a w~~Written agreement ~~is approved by the Director City Council~~ and signed by the customer shall be required for amortization. Amortization shall not be allowed if the Retail Internet User for whom the distribution fiber is being constructed or installed has paid the wholesale customer for such distribution fiber or has agreed to pay for such distribution fiber in full. Amortization shall not be allowed until the wholesale customer has demonstrated a satisfactory payment history of not less than one (1) year with the public fiber system unless

approved by the Director. If the Retail Internet User for whom such distribution fiber has been provided thereafter discontinues ~~his or her~~ the customer's service agreement with the customer with whom the City has executed an amortization agreement, such Retail Internet User shall not be allowed to again use such distribution fiber unless the new service provider for such Retail Internet User agrees to assume and pay the entire balance then owed on the account of such distribution fiber.

8-13-8: TRANSFER OF ACCESS RIGHTS PROHIBITED: All rights to fiber access and any rights or privileges arising under the provisions of this Chapter shall not be transferred to any person or entity without the prior express written approval of the Director.

8-13-9: RATES AND SCHEDULES: Fiber optic access supplied by the City shall be billed in accordance with the schedule of rates set forth in ~~Section 8-13-27 of this Chapter~~ and as set from time to time by Resolution of this Council. The schedule of rates is designed to provide monthly rates for access supplied to the customer. Selection of appropriate rates shall be based on the customer's choice of available services, subject to the approval of the Director.

...

8-13-15: VOLUNTARY TERMINATION OF FIBER OPTIC ACCESS:

(A) In the event that any customer desires to discontinue receiving fiber optic access from the City, ~~he or she~~ the customer shall give advance notice in writing to the Director of such desire. Customers will be responsible for all fiber optic access made available to the customer's premises until the date set forth in the customer's notice and for any construction or distribution costs provided or incurred by the City in order to make access available to such customer. In the event any customer fails to give written notice in the manner set forth above, the customer shall be responsible for any and all bills or monthly service charges incurred until such notice is given, or until another customer makes application to receive fiber optic access at the same point of delivery, regardless of whether or not the original customer actually utilized the fiber optic access for ~~his or her~~ their own purposes.

...

8-13-22: BACKBONE EXTENSIONS: Extensions of the fiber backbone ring may be made at the sole discretion of the City. Access to the backbone ring will be provided through the construction of distribution system facilities as described in ~~this Chapter Section 8-13-23 hereof~~. The City reserves the right to upgrade, overbuild and rebuild the network in any fashion which may result in new backbone or distribution and service drop boundaries.

8-13-23: DISTRIBUTION SYSTEM EXTENSION: An extension of the distribution system is any continuation of, or branch from, the nearest available existing distribution fiber or new branch from the nearest available Backbone Access Point. The City may make extensions of the distribution system at customer expense as provided for in the schedule of rates set forth in this Chapter and as set from time to time by Resolution of this Council. ~~Section 8-13-26 hereof~~. All distribution construction work shall be undertaken solely by the City and at the expense of the

customer. An estimate of construction costs will be provided for customer review and approval prior to beginning any construction activity and the City may require the customer to pay such estimate in full prior to the commencement of such system extension. In the event that actual costs exceed the estimate, the customer shall pay such excess before fiber optic access is provided. Customers may elect to pay for the construction costs of such extension in full at the time of connection to the publicly owned fiber system or may, with the approval of the Director, amortize such costs over a period not to exceed sixty (60) months, where the amount to be amortized does not exceed up to ten thousand dollars (\$10,000). Notwithstanding the customer's participation in the construction costs of any extension of the distribution system, ownership and control of such extensions shall remain solely with the City.

8-13-24: DISTRIBUTION DESIGN: All new connections between the backbone fiber and the end use location shall be designed by authorized City personnel. Distribution will begin at the most appropriate Backbone Access Point or Access Node as determined by the Director and shall run to a patch panel installed at the desired customer location. Distribution spurs, connecting the backbone to the Access Nodes, will be constructed of single mode fiber cable conforming to City standards. Routing will follow the public right-of-way and be placed on publicly owned poles to the maximum extent possible. Service drops will terminate at a patch panel in the end user's premises. The patch panel shall be supplied by the City and the cost thereof shall be included in the customer distribution costs payable in accordance with ~~Section 8-13-23~~ of this Chapter. All customers shall allow authorized personnel of the City access to the customer's patch panel at all reasonable times and any customer who refuses to allow such access shall be subject to termination of fiber access in the manner set forth in this Chapter, Section 8-13-15 hereof.

8-13-25: COST SHARING FOR DISTRIBUTION FIBER EXTENSIONS:

- (A) The purpose of this ~~s~~Section is to establish an equitable method for sharing the cost of constructing distribution fiber lines among customers who use such lines in common. The initial construction costs to extend any portion of a distribution fiber line shall be borne entirely by and shared among ~~the~~ customers using such distribution fiber, in the manner set forth in this Section below.

- (B) Each initial fiber customer who constructs distribution fiber at that customer's ~~his or her~~ sole expense shall be entitled to recover a portion of the ~~his or her~~ initial distribution fiber construction costs from any subsequent fiber customer(s) ~~or customers~~ who connect to any portion of the distribution fiber constructed by such initial fiber customer. Such cost recovery shall be based upon the amounts paid by the initial customer to the City pursuant to the provisions of ~~Section 8-13-7(B)~~ of this Chapter. Such cost recovery shall be limited to collection only from a subsequent fiber customer who connects to such portion of the distribution fiber within five (5) years from the date that the distribution fiber was placed in service. Such cost recovery shall be undertaken in the manner set forth ~~below in this Section~~ and shall be limited to a customer's recovery of not more than seventy-five percent (75%) of the initial distribution fiber construction costs paid by the initial fiber customer.

- (C) ~~At the time any subsequent customer applies makes application~~ for connection to a distribution fiber line ~~that was constructed at the sole expense of the initial customer, another customer, the Director shall notify the initial customer of such application. The Director or his or her agent shall calculate the amount of cost recovery which the initial customer is entitled to recover from the subsequent customer, based upon the following formula:~~

~~Amount of Recovery = Usage Ratio x Distance Ratio x Initial Construction Costs~~

~~Upon making such calculation, t~~The Director shall notify the initial customer and the subsequent customer(s) of ~~the cost recovery such amounts to be paid by the subsequent customer(s). Such cost recovery amounts shall then be paid to the City in a lump sum or, upon the approval of the Director, in amortized payments in accordance with the terms of an amortization agreement approved by the Director prior to the delivery of fiber optic access to the subsequent customer(s). Any approved amortized payment amount shall not exceed ten thousand dollars (\$10,000). Upon receipt of the cost recovery such amount, the City shall credit the payment by the subsequent customer(s) against the initial customer's monthly bill. In no case shall the total cost recovery from all subsequent users customer exceed seventy-five percent (75%) of the initial customer's construction cost.~~

- (D) ~~For the purpose of the cost recovery method set forth herein, a subsequent customer may also be entitled to exercise such cost recovery right with respect to another A subsequent customer who connects to any portion of the distribution fiber constructed at the first subsequent user's initial customer's expense shall pay no more than twenty-five percent (25%) of the initial customer's remaining amortized balance.~~

...

8-13-26: SCHEDULE OF RATES:

- (A) ~~Applicability: This rate schedule applies to all customers receiving Dark Fiber access from the City of Idaho Falls. The interconnection fees set forth below shall be paid by the customer prior to the customer's his or her connection to the Fiber Optic System.~~

...

- (C) ~~Monthly Backbone Service Access Fee: Each customer shall pay the specified monthly fee charge covering cost of service for the use of one or more single pairs of fiber traversing the entire backbone ring, regardless of actual distances used. Only that route shown on the Network Map as dark fiber backbone is included in the monthly backbone service fee access charge. Any route not covered by the dark fiber backbone is considered part of the distribution system and service drop network, and shall be subject to additional service charges or fees as specified above in this Chapter.~~

...

- (G) **Distribution Access Fee:** A monthly distribution access fee shall be charged to each subsequent fiber customer served from the fiber optic network by an initial fiber customer covered under the backbone service fee for the use of one distribution pair of fiber. This ~~fee charge~~ covers the City's operation and maintenance costs for the distribution line.
- (H) **Cost Sharing Payment or Credit:** Upon receipt of an application for access from a subsequent customer, the Director shall calculate the cost-sharing charge to be borne by the subsequent customer, according to ~~Section 8-13-26~~ of this Chapter. The charge is only applicable if a subsequent customer makes use of a portion of a distribution line constructed by an initial customer or if another subsequent customer makes use of a distribution line paid for by a preceding subsequent customer.

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

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

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this ____ day of _____, 2016.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 13 OF THE IDAHO FALLS, IDAHO, CITY CODE TO CLARIFY CONDITIONS FOR SERVICE OF FIBER TO CUSTOMERS; FOR CUSTOMER COST RECOVERY AND AMORTIZATION; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK



A Department of the City of Idaho Falls

"A community with its own kind of energy"

MEMORANDUM



To: Honorable Mayor and City Council
From: Jackie Flowers, General Manager
Date: July 11, 2016
Re: Resolution to Reserve Fiber Pairs for Economic Development Projects in the City of Idaho Falls

Attached for your consideration is a resolution reserving three unused, dedicated fiber pairs from the City's dark fiber optic network for economic development projects in the City of Idaho Falls.

Idaho Falls Power respectfully requests that City Council approve the resolution and authorize the Mayor to sign the document.

Attachment

JRF/750

Cc: City Clerk
City Attorney
File

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO RESERVE UNUSED, UNDEDICATED FIBER PAIRS FOR ECONOMIC DEVELOPMENT PROJECTS; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City of Idaho Falls established a public fiber optic network in 2004; and

WHEREAS, the public fiber optic network was established, in part, to enhance the growth and continued economic vitality of the City; and

WHEREAS, the City fiber network provides access to public fiber optic system to businesses with significant voice and data transmission needs; and

WHEREAS, the City fiber network has been so successful that the City wishes to reserve capacity in order to accommodate the future growth and changing uses by reserving a number of fiber pairs for economic development recruitment in the City.

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

1. City Council directs City staff to reserve no less than three (3) currently unused, undedicated fiber pairs for economic development projects located in the City of Idaho Falls; and
2. The City's Economic Development Director; Community Development Services Director; and Idaho Falls Power General Manager; will review requests for leased pair fiber in conjunction with economic development projects and will make recommendations to City Council for those that qualify to lease a pair of fibers to serve an approved economic development project (e.g., a project qualified under the City's economic development ordinance or otherwise demonstrating significant economic value to the City).

ADOPTED and effective this _____ day of July, 2016.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO RESERVE UNUSED, DEDICATED FIBER PAIRS FOR ECONOMIC DEVELOPMENT PROJECTS; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

Kathy Hampton, City Clerk

(SEAL)

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig H. Davis, Airport Director

DATE: July 14, 2016

SUBJECT: **Acceptance of FAA Grant Offer**
AIP Project No. 3-16-0018-041-2016

Attached for your consideration is Federal Aviation Administration (FAA) Grant Offer AIP No. 3-16-0018-041-2016 in the amount of \$1,064,269.00 for the Design Phase of the Rehabilitation of Taxiway A and C, Runway 2/20 and North Terminal Expansion projects.

This grant represents 93.75% of FAA eligible costs, with the remaining costs funded by Airport budgeted resources. The Airport Department respectfully requests acceptance and authorization for the Mayor and City Attorney to execute said documents.

Respectfully submitted,



Craig H. Davis
Airport Director

c: City Clerk



U. S. Department
Of Transportation

**Federal Aviation
Administration**

Helena Airports District Office
2725 Skyway Drive, Suite 2
Helena, Montana 59602

Phone: (406) 449-5271
Fax: (406) 449-5274

June 27, 2016

The Honorable Rebecca L. N. Casper, Mayor
City of Idaho Falls
PO Box 50220
308 Constitution Way
Idaho Falls, ID 83405

Grant Offer, AIP Project No. 3-16-0018-041-2016
Contract No. DOT-FA16NM-2021
DUNs No. 092027010
Idaho Falls Regional Airport
Idaho Falls, ID

Dear Mayor Casper:

We are enclosing two (2) copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-16-0018-041-2016 at Idaho Falls Regional Airport, Idaho Falls, Idaho. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- The sponsor's authorized representative must execute the grant, followed by your attorney's certification, no later than **July 15, 2016**, in order for the grant to be valid. The attorney's signature date must be on or after the sponsor's authorized representative's signature date.

If the sponsor's authorized representative is other than the legal signatory for the governing body, then the governing body must provide the Airports District Office with a letter on official letterhead signed by the legal signatory of the organization, or a resolution authorizing the individual to execute the grant.

- You may not make any modification to the text, terms, or conditions of the Grant Offer.
- We ask that you return one executed copy of the Grant Offer in the enclosed envelope. Please keep one (1) executed copy of the grant for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 5 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Quarterly Performance Reports are due within 30 days from the end of every quarter.

A copy of a "**Single Audit Certification Form**" is also enclosed. Please complete and return a copy to this office with the executed Grant Agreement. Please make a copy for your files. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Airports District Office.

Steve Engebrecht is the assigned program manager for this grant and available to assist you with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project. If you have any questions please contact this office at (406) 449-5271.

Sincerely,



David S. Stelling, Manager
Helena Airports District Office

Enclosures (4)

cc: Via e-mail
Craig H. Davis, Airport Director
Nathan Cuvala, T-O Engineers, Boise, Idaho
Melissa Kaplan, Idaho Transportation Department – Division of Aeronautics
Bill Statham, Idaho Transportation Department – Division of Aeronautics



Single Audit Certification Form

As a condition of receiving Federal assistance under the Airport Improvement Program, you must comply with audit requirements as established under 2 CFR §200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. For more information on the audit requirements please reference the following web site: <https://harvester.census.gov/facweb>.

In accordance with your Airport Improvement Program (AIP) grant agreement, you must provide a copy of your audit to your local Airports District Office (ADO), whether or not there are any significant findings. Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

Airport Sponsor Information:

_____	_____
Sponsor Name	Fiscal/Calendar Year Ending

Airport Name	
_____	_____
Sponsor's Representative Name	Representative's Title
_____	_____
Telephone	Email

Please check the appropriate line(s):

- We are subject to the Single Audit requirements and are taking the following action:
 - The Single Audit for this fiscal/calendar year has been submitted to the FAA.
 - The Single Audit for this fiscal/calendar year is attached.
 - The Single Audit report will be submitted to the FAA as soon as this audit is available.

- We are exempt from the Single Audit requirements for the fiscal/calendar noted above.

Sponsor Certification:

_____	_____
Signature	Date

Return to: FAA, Helena Airports District Office
2725 Skyway Drive, Suite 2
Helena, MT 59602



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	June 27, 2016
Airport/Planning Area	Idaho Falls Regional
AIP Grant Number	3-16-0018-041-2016 (DOT- FA16NM-2021)
DUNS Number	092027010
TO:	City of Idaho Falls, Idaho (herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **February 24, 2016**, for a grant of Federal funds for a project at or associated with the Idaho Falls Regional Airport, Idaho Falls, Idaho, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Idaho Falls Regional Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 02/20 (phase 1-design); Rehabilitate Taxiways A and C, including realignment of 200 feet of Taxiway C, and connecting taxiways A-1, A-3, A-4, A-5, and A-6 (phase 1-design); Expand Terminal Building (phase 1-design)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,064,269**.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$1,064,269 for airport development or noise program implementation

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343). The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
5. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **July 15, 2016**, or such subsequent date as may be prescribed in writing by the FAA.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such

Federal share require advance approval by the Secretary.

- 9. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 10. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers
 - 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 - 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 - 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 11. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 12. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 13. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
- 14. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 15. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside

the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Maximum Obligation Increase For Primary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent for land project.

17. Audits for Public Sponsors. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

18. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

19. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

20. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR part 1200.
- 21. Exhibit “A” Property Map.** The Exhibit “A” Property Map dated **October 2010**, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
- 22. Building AIP Proration. Expand Terminal Building (phase 1-design)** will include an analysis of eligible vs. non-eligible items as outlined in Appendix N. Terminal Building Projects, of FAA Order 5100.38D for review and approval by the Helena ADO. For purposes of computing the United States’ share of the allowable costs of the project, the final allowable cost of the **Expand Terminal Building (phase 1-design)** included in the project must not exceed the percent of the actual cost of this work item as determined by analysis of eligible vs. non-eligible items as approved by the Helena ADO. A grant amendment will be issued to define the final prorated share. Until such time as the percent of the actual cost of this work is determined and approved, cost of the **Expand Terminal Building (phase 1-design)** included in the project must not exceed 80 percent of the actual cost of this work item.
- 23. Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
- 24. Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.
- 25. Design Grant.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.
- 26. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:
- A. Follow FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing

an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

- B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement, and;
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
- 27. Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
- 28. Protection of Runway Protection Zone.** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
- 29. Financial Reporting Requirements.** The Sponsor agrees to submit a **Federal Financial Report** (FAA Form SF-425) for all open grants to the Airports District Office within 90 days following the end of each

Federal fiscal year and with each Final Project Closeout Report.

The Sponsor further agrees to submit an **Outlay Report and Request for Reimbursement** (FAA Form SF-271 for construction projects) or **Request for Advance or Reimbursement** (FAA Form SF-270 for non-construction projects) to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

- 30. Final Payment.** The Sponsor understands and agrees that in accordance with 49 USC 47111, no payments totaling more than 90 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed.

If the project is determined to be satisfactorily complete and proper documentation is submitted by the Sponsor to the Airports District Office (ADO), then the ADO may approve payments up to 97.5 percent of United States Government's share of the project's estimated allowable cost. "Satisfactorily complete" means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.

31. Sponsor Performance Report.

- A. **For non-construction projects** – the Sponsor understands and agrees that in accordance with 2 CFR §200.328 the Sponsor shall submit a Quarterly Performance Report to the Airports District Office (ADO) within 30 calendar days from the end of the quarter, beginning in the quarter in which the project begins, and for each following quarter until the project is substantially complete. If a major project or schedule change occurs between Quarterly Performance Reports, the sponsor must submit an out of cycle performance report to the ADO. The performance report for non-construction projects shall include the following as a minimum:

1. A comparison of proposed objectives to actual accomplishments.
2. Reasons for any slippage or lack of accomplishment in a given area.
3. Impacts on other AIP-funded projects.
4. Impacts to projects funded by PFC, other FAA programs, or the sponsor.
5. Identification and explanation of any anticipated cost overruns.

- B. **For construction projects** – FAA Form 5370-1 Construction Progress and Inspection Report satisfies the performance reporting requirement. The sponsor must submit FAA Form 5370-1 to the ADO on a **weekly basis** during construction and at least quarterly when the project is in winter shutdown, until the project is substantially complete. Form 5370-1 requires the following information:

1. Estimated percent completion to date of construction phases.
2. Work completed or in progress during the period.
3. Brief Weather Summary during the period including approximate rainfall and period of below freezing temperature.
4. Contract time: Number of days charged to date and last working day charged.
5. Summary of laboratory and field testing during the period.
6. Work anticipated by the contractor for the next period.
7. Problem areas and other comments.

- 32. Grant Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of this grant is based on FAA acceptance of the Sponsor's certification to carry out the project in accordance with FAA policies, standards, and specifications. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor understands that:

- A. The Sponsor’s certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- B. The FAA’s acceptance of a Sponsor’s certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
- C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

David S. Stelling

(Typed Name)

Manager, Helena Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City of Idaho Falls, Idaho

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By:

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



MEMORANDUM

TO: Mayor Casper, Kathy Hampton
FROM: Mark McBride, Chief of Police
DATE: 12 July, 2016

RE: Council Agenda/Dog Control Ordinance
5-6-1 & 5-6-7

The Police Department respectfully requests that the attached Amendment to the Dog Control Ordinance be placed on the City Council Meeting Agenda for 14 July 2016.

The Dog Control Ordinance has references to kennels as a place; which is in conflict with current zoning ordinances. Zoning ordinance define kennels as a use.

The staff recommends replacing the City's current kennel licensing with an additional dog permit. The amendment also provides for procedural due process to appeal a denial of an additional dog permit.

The City Attorney has drafted an amendment to City Ordinance Title 5, Chapter 2.

COUNCIL AGENDA ACTION: For Council to approve the amended Ordinance under the suspension of 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 ready by title, or reject the Ordinance).

/lh

MCBRIDE-072.2016 MEMO

ORDINANCE NO. 2016-

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SECTION 5-6-1 AND 5-6-7 OF THE IDAHO FALLS CITY CODE; REPLACING THE CITY'S CURRENT LICENSING PROGRAM FOR COMMERCIAL AND NON-COMMERCIAL DOG KENNELS AND WITH AN ANNUAL ADDITIONAL DOG PERMIT PROGRAM FOR UP TO THREE (3) DOGS IN ADDITION TO THE TWO (2) CURRENTLY ALLOWED BY RIGHT WITHIN THE CITY'S LIMITS, WHICH INCLUDES FEES, INSPECTION AND REVIEW BY CITY STAFF, AND APPEALS FOR DENIAL AND REVOCATION OF SUCH PERMIT; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, City kennel licensing is currently required in commercial and noncommercial zoning districts for people who wish to have more than two (2) dogs; and

WHEREAS, such kennel licensing includes a requirement for consent of neighbors in order to successfully be granted such a license; and

WHEREAS, the kennel licensing program has not resulted in the desired regulation and control of potential nuisances; and

WHEREAS, the City staff believes that the current kennel licensing program is no longer necessary, if an adjustment in the Code is made; and

WHEREAS, complaints related to the number of dogs in any one (1) dwelling or any one (1) business property may be handled through general public nuisance Ordinances and statutes; and

WHEREAS, the City wishes to establish an annual additional dog permit which allows review by City staff, to include inspections, an annual non-refundable fee, decisions to be made regarding dog health and safety through an inspection, and insuring that the presence of additional dogs are permitted by the owner or landlord; and

WHEREAS, the City wishes to establish an appeal process and fee for denial or revocation of a permit; and

WHEREAS, in order to facilitate such appeal, the City establishes an Animal Control Review Board that consists of the City animal service manager, an Idaho Falls Police Department services captain, and a licensed veterinarian; and

WHEREAS, an appeal from the Animal Control Review Board may be made to the City Council; and

WHEREAS, a non-refundable fee for the application for the license for the Animal Control Review Board hearing and for the City Council review of a denial should be provided to reflect the amount the services required by such actions, and

WHEREAS, the City Council believes this to be a streamlining of the current process and a fair resolution of concerns regarding the current process.

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 Chapter 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.~~

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

EF. NEUTERED: Rendered permanently incapable of reproduction.

FG. 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.

GH. 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.

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

IJ. 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.

JK. 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.

KL. 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 5-6-7 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 maintain upon the premises of any one (1) dwelling or upon the premises of any one (1) business property more than two (2) dogs except, where accommodation or variation from these requirements is appropriate under current Idaho or federal law or where allowed by the Zoning Code or by this Chapter. ~~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.~~

(B) Annual Additional Dog Permit.

1. Application. An application to have up to three (3) dogs in addition to the two (2) dogs allowed by this Chapter (for a total number of dogs not to exceed five (5)) shall be made to the Clerk. The application shall be accompanied by the following: (a) the annual non-refundable fee for the additional dog permit; (b) the name, address, and other contact information for the Owner of each dog and for the property on which the dog(s) will be kept; (c) identification of each dog (their breed(s), name and license number); (d) verification of spaying or neutering, where applicable; (e) a depiction of the outside area showing all fencing, kennel(s), and dog run(s) which are capable of confining dogs; (f) a statement signed by the person owning or controlling the property that permission has been granted to have more than two (2) dogs on such premises; and (g) a signed agreement that allows the City and its agents, to enter onto the property (including the dwelling and interior parts of the property) at any time 8:00 a.m. to 5:00 p.m., on any day, to conduct an inspection of the property for the purposes of verifying that the permittee is in compliance with the permit.

2. Fee. A fee established from time to time by Resolution of the Council shall be charged for each additional dog permit allowed by this Chapter. Such fee shall be annual, non-refundable, and not pro-rated.

3. Inspection. Prior to issuance of the additional dog permit, the location where additional dog(s) shall be kept will be inspected by a City animal control officer who will verify that the planned location for the additional dog(s) is sanitary, safe, and that dog escape or nuisance is not likely.

4. Annual Permit. The additional dog permit allowed by this Chapter shall be for a term of not more than one (1) calendar year and shall expire annually at midnight December 31 of every year.

5. Permit Denial or Revocation. Prior to the denial or revocation of the additional dog permit, the City shall provide written notice of the denial or revocation to the applicant or permittee. Such written notice shall be sent by certified mail or hand delivery to the address provided in the application. The written notice shall state the reason(s) for such revocation or denial and shall state that such applicant or permittee may request an appeal to the Animal Control Review Board hearing, as provided herein. Notice of denial or revocation is effective on the date the notice is placed in the mailbox maintained by the U.S. Postal Service, or is hand delivered to the applicant or permittee.

6. When a City animal control officer or peace officer certifies to the Clerk in writing that there is an immediate danger to life or health of a person because of additional dogs, the application or license may be immediately and summarily denied or revoked. Under such conditions, notice of such denial or revocation will be given as soon as practicable thereafter.

7. Failure by the City to give notice as provided in this Chapter, shall not establish a right to the additional dog permit under this Chapter.

C. Appeals.

1. Appeal to the City Animal Control Review Board. If an application for the additional dog permit is denied or revoked, the applicant or permittee may give written notice of appeal of such denial or revocation to the Clerk. The Animal Control Review Board shall consist of the City Animal Service Manager, the Idaho Falls Police Department Services Captain, and a licensed veterinarian. The Animal Control Review Board shall then set a time and a place for such hearing and the Clerk shall inform the applicant or licensee of the hearing date in writing, at least five (5) business days prior to such Board hearing. The Animal Control Review Board will review the application and any relevant testimony and materials and will make a determination regarding issuance or revocation of the permit within twenty-one (21) calendar days following the date of the Board hearing.

2. Appeal to City Council. A party adversely affected by a decision made by the Animal Control Review Board may appeal the Board's decision to the Council by filing a notice of appeal in writing to the Clerk. A time and a place for such hearing shall be set within thirty (30) days following the receipt of the notice of appeal, and the Clerk shall inform the applicant or permittee or person affected of the hearing date in writing at least five (5) business days prior to such Council hearing. At or following the hearing, Council may uphold the decision to deny or revoke or may direct the Clerk to issue a permit which has been denied or revoked, upon finding of good cause for the issuance of such permit.

3. Failure by an applicant, person appealing, or their representative to appear before the Council at the time scheduled to consider the appeal shall result in the automatic denial of such appeal.

4. Fee for appeal. A non-refundable fee shall for appeal to the Animal Control Review Board and/or to the Council, shall be in an amount set from time-to-time by Resolution of Council.

~~(B) Noncommercial License: Applications for noncommercial kennel licenses shall be made to the Clerk. Such license shall not be issued unless at least seventy five percent (75%) of all the owners or persons in possession of premises located within one hundred feet (100') of the premises upon which said noncommercial kennel is to be maintained, have consented to the operation of such noncommercial kennel. Upon receipt of such application, the City Clerk shall request Animal Services to poll such owners to determine if they are willing to consent to the issuance of a noncommercial kennel license to the applicant. For the purposes of determining such percentage, persons having joint ownership or control of such premises shall be considered as one person. The applicant shall also pay a license fee of fifty dollars (\$50) annually, which fee shall be returned to the applicant if the license is not issued. The applicant shall allow an annual inspection of the kennel by Animal Services personnel and any inspections that may be warranted in response to complaints or violations of this Chapter supported by probable cause. The application shall state the name and address of the owner, the location of the non-commercial kennel, the number of dogs presently kept and the breed(s) of the dogs. Dogs kept in a noncommercial kennel shall be owned only by members of the immediate household and a separate dog license shall be purchased for each dog. A noncommercial kennel license shall not be transferable and shall expire on December 31st of the year of issuance. Upon renewal of a noncommercial kennel license, a re-polling of neighboring owners shall not be required, unless within one (1) year prior to the expiration of such license, one or more complaints have been filed in writing with the Police Department or Animal Services regarding the applicant's maintenance of such kennel. In such event, no license shall be issued until Animal Services has conducted a new poll and the required consents have been obtained. No person holding a noncommercial kennel license shall keep any dog for breeding purposes or for the purpose of raising such dog for commercial sale. All dogs, except registered purebred dogs, kept pursuant to a noncommercial kennel license shall be sterilized within twelve (12) weeks after their date of birth. No license shall be issued unless the applicant i) provides written certification by a licensed veterinarian that all licensed animals, other than purebred animals, have been sterilized or the applicant provides a certificate from an Animal Control officer that he or she has~~

~~inspected each animal and verified such sterilization, and ii) the applicant provides proof of registration by a recognized kennel club for each unsterilized purebred dog kept on the premises. In no event may the licensee or applicant keep more than one breed of unsterilized purebred dogs on the premises. A maximum of five (5) dogs may be kept upon the premises owned by a person holding a noncommercial kennel license.~~

SECTION 3. Non-Conforming Uses. Any lawful pet use established pursuant to the City's Zoning Code prior to the effective date of this Ordinance shall be allowed to continue as a non-conforming use pursuant to such Zoning Code. No non-conforming pet use shall be allowed to increase in extent or intensity and no dogs in excess of the three (3) dogs allowed by this Ordinance shall be allowed to replace any dog owned at the time that such non-conforming use was recognized in an attempt to allow such non-conformity to continue.

SECTION 4. Intent. It is Council's intent hereby to allow the owners of property with lawful uses, to keep up to five (5) dogs currently owned until the number of such dogs naturally decreases to not more than three (3) dogs per dwelling. It is also Council's intent that current non-conforming pet uses are extinguished as soon as possible under the law.

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

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 _____, 2016.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR



BGC-079-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Request for waiver of electric line extension fees, Lorin C. Anderson Division No. 1, 3rd Amended
DATE: July 7, 2017

Attached is a request for waiver of electric line extension fees for the project at Lorin C. Anderson Division No. 1, 3rd Amended. The total fees are \$51,000. This request is made pursuant to City Code 8-5-31 which states, "Council reserves the right to waive or adjust fees (other than net metering fees) upon a finding of good cause to do so where such waiver or reduction supports redevelopment or the annexation of property contiguous with or surrounded by the City."

This site is surrounded by City development and is near the core of the City rather than on the fringes. Sewer and water facilities are adjacent to the site. Because the site is a greenfield, or not previously developed, significant electrical infrastructure is required to support the development. Idaho Falls Power and Community Development staff are therefore recommending a waiver of the labor portion of the fee which totals \$12,750.

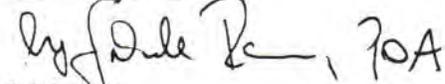
Attachments: Letter from applicant

Cc: Kathy Hampton, City Clerk
File

To Whom It May Concern,

I am trying to develop a project that is located on St. Clair Road just behind the Big Lots shopping center in the parcel of land that is and has been vacant inside the City of Idaho Falls forever. This property has had multiple projects planned but has never been constructed. I have been through the City of Idaho Falls approval process and am planning on starting construction on my project as soon as possible. With this property sitting vacant inside the core of Idaho Falls and the properties surrounding it all being previously developed, I feel that our project is a great addition in and needed in the area. The City of Idaho Falls Power has sent me their line extension fees associated with their new process which totals \$51,000. It is my understanding that these fees can be requested to be waived if the project is considered and infill project in the City. As I have mentioned previously that is exactly what our project is and would consider my project a key candidate for the waiver. Would you please consider this my formal request to the City of Idaho Falls to waive the City of Idaho Falls line extension fees? Thanks for your time and consideration.

Sincerely,



Cal Kunkel

COMMUNITY DEVELOPMENT SERVICES



Planning Division
Office (208) 612-8276
Fax (208) 612-8520

Building Division
Office (208) 612-8270
Fax (208) 612-8520

BGC-077-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Extension to Record a Final Plat, Loin C. Anderson Division. 1, 3rd Amended
DATE: July 7, 2017

Attached is a request to extend the deadline for recording a plat for Lorin C. Anderson Division 1, 3rd Amended. The City Council approved the plat on March 24, 2016 and the Subdivision Ordinance requires that the plat be recorded within 90 days of approval or the Council may rescind its approval. The applicant is prepared to record the plat immediately following the granting of an extension. Staff recommends approval of the request to extend the deadline to record the plat an additional 90 days.

Cc: Kathy Hampton, City Clerk
File

COMMUNITY DEVELOPMENT SERVICES

Planning Division
Office (208) 612-8276
Fax (208) 612-8520

Building Division
Office (208) 612-8270
Fax (208) 612-8520



BGC-078-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Extension to Record a Final Plat, Hollipark Addition Division No. 3
DATE: July 7, 2017

Attached is a request to extend the deadline for recording a plat for Hollipark Addition Division No. 3. The City Council approved the plat on September 11, 2014 and the Subdivision Ordinance requires that the plat be recorded within 90 days of approval or the Council may rescind its approval. The delay in recording the plat was due to unforeseen issues with securing access easements. Staff required the applicant to resubmit the plat for review to ensure it still complies with all current requirements. The plat still complies and the applicant is prepared to record the plat immediately following the granting of an extension. Staff recommends approval of the request to extend the deadline to record the plat an additional 90 days.

Cc: Kathy Hampton, City Clerk
File



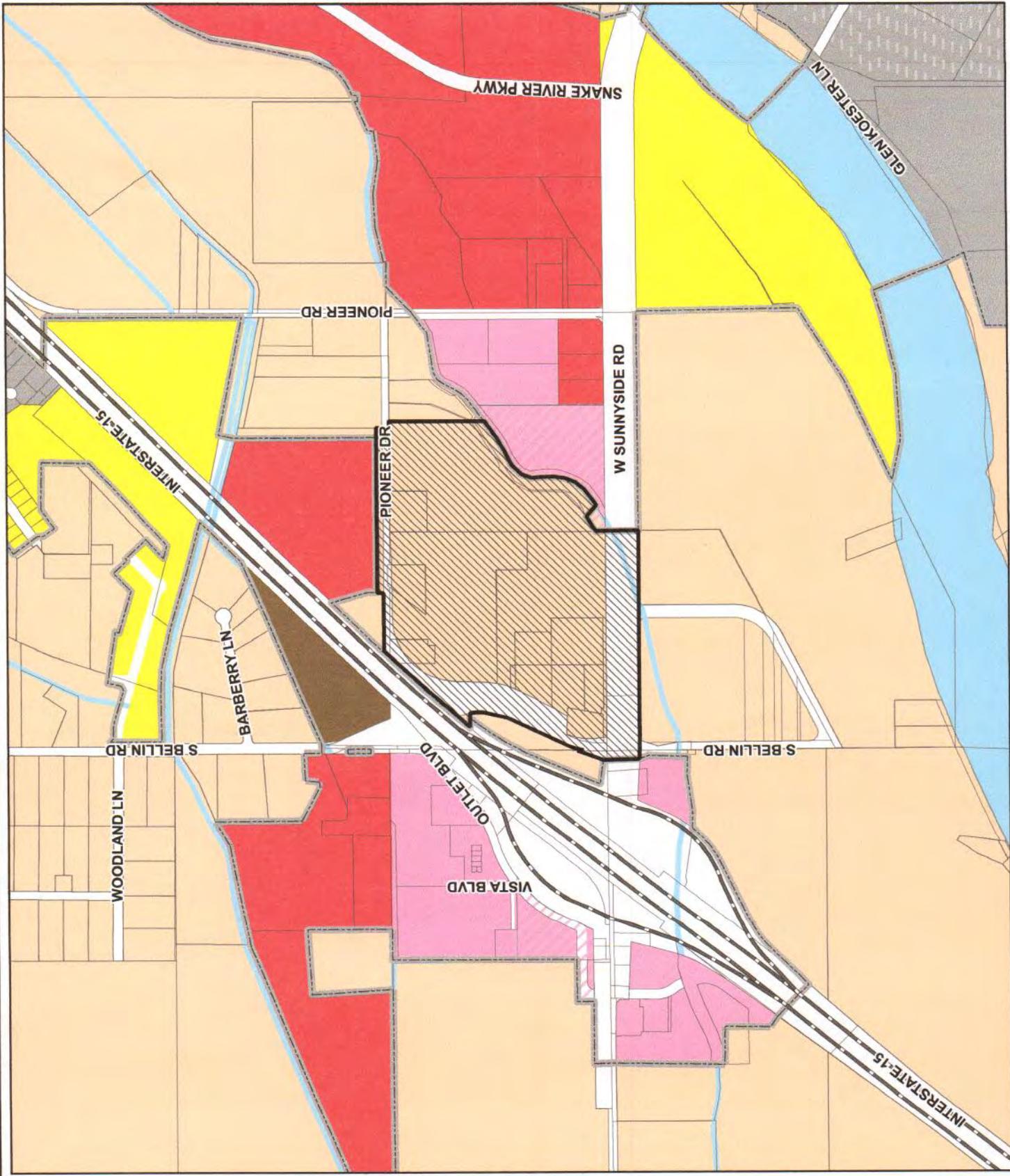
BGC-076-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Annexation and Initial Zoning of HC-1, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, M&B: 55.416 Acres, Sections 26, 27, 34, and 35, T 2N, R 37E (Jackson Hole Junction)
DATE: July 7, 2017

Attached is the application for Annexation and Initial Zoning of HC-1, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, M&B: 55.416 Acres, Sections 26, 27, 34, and 35, T 2N, R 37E (Jackson Hole Junction). The Planning and Zoning Commission considered this application at its June 7, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments: Vicinity Map
Aerial Photo
Staff Report June 7, 2016
Draft Planning and Zoning Commission Minutes June 7, 2016
Annexation Ordinance
Zoning Ordinance
Reasoned Statement of Relevant Criteria and Standards

Cc: Kathy Hampton, City Clerk
File



- Legend**
- Site
 - RP
 - RP-A
 - R-1
 - R-2
 - R2A
 - R-3
 - R-3A
 - PB
 - MS
 - RSC-1
 - C-1
 - HC-1
 - CC-1
 - GC-1
 - R&D-1
 - M-1
 - I&M-1
 - I&M-2
 - RMH
 - PT-1
 - PT-2
 - PT-2 & T-1
 - PUD
 - T-1
 - T-2
 - 30' Setback
 - 50' Setback
 - City Limits
 - Area of Impact

IDAHO FALLS

Planning Division
 City Annex Building
 680 Park Ave.
 Idaho Falls, ID 83402
 (208) 612-8276

1" = 800'



Snake River Pkwy
Event Center Dr

Miligan Rd

Enterprise St
S Yellowstone Ave
Bombardier Ave
Petersen St

Koester Rd
Glen Koester Ln

Interstate 15 SB
Grizzly Way
Saddal Ln

Pioneer Rd

Saddle Ct
Saddal Ln
Lonwood Dr

Pioneer Dr

W Sunnyside Rd

Genevieve Way

Barberry Ln

S Bellin Rd

S Bellin Rd

Charlotte Dr

Woodland Ln

Outer Blvd

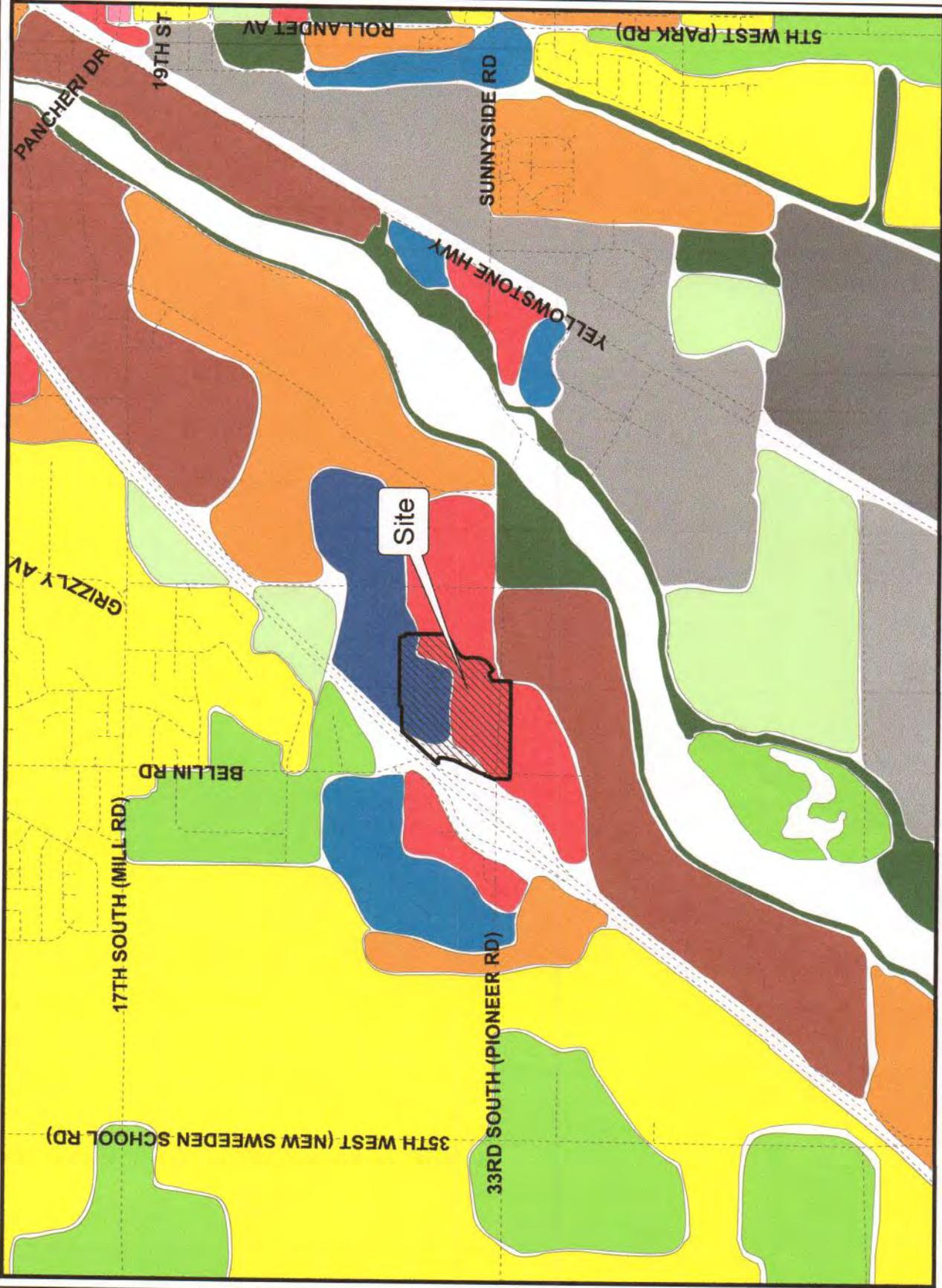
Interstate 15 NB

W 33rd S

Annexation & Initial Zoning

M&B: Approx. 55.417 Acres Sections 26, 27, 34 & 35, T 2N, R 37E

- Estate
- Low Density
- Higher Density
- Greenbelt Mixed Uses
- Parks, Recreation
- Public Facilities, Open Spaces
- Commercial
- Employment Centers
- Medical Services Center
- Higher Education Centers
- Planned Transition
- Highway-related industrial
- Railroad-related industrial



Comprehensive
Plan

IDAHO FALLS


 Planning Division
 City Annex Building
 680 Park Ave.
 Idaho Falls, ID 83402
 (208) 612-8276

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

**Annexation and Initial Zoning of HC-1
Jackson Hole Junction (M&B 55.416 Acres)
June 7, 2016**



Community
Development
Services

Applicant: Horrocks
Engineers

Location: North and adjacent
to Sunnyside, east of I-15,
south and west of Pioneer
Road

Size: 55.416 acres

Existing Zoning: Site:
County C-2
North: County A-1
East, west: HC-1
South: HC-1, County C-2

Existing Land Use: Site,
north: Single-family/Ag,
south: Commercial, vacant,
east: Auto-dealerships, west:
I-15, Commercial

Future Land Use Map:
Commercial, Medical
Services Center

Attachments:

1. Comprehensive Plan and
Zoning Information
2. Maps and aerial photos

Requested Action: To **recommend** approval of annexation
with initial zoning of HC-1 to the Mayor and City Council.

Staff Comments: This application is a Category A
annexation with the owner requesting annexation to the City.
There is one owner, however, who has contacted staff and
may withdraw their property from consideration. The
remainder of the property will still be contiguous to the City
even if this parcel is withdrawn.

The requested zoning for the property is HC-1 which is
consistent with the principles of the comprehensive plan.
HC-1 is recommended for use near highways and interstates.
There are also City utilities already adjacent to the site in
Sunnyside Road. The annexation also includes the ROW for
Sunnyside Road which is the final section of Sunnyside
between I-15 and Hitt Road which has not been annexed.

Access to the site from Sunnyside Road will be controlled
by the Idaho Transportation Department (ITD). There has
already been a public involvement process and negotiations
between Idaho Falls, Bonneville County, and ITD through
the BMPO to determine the most appropriate location for an
access to this property.

Staff has reviewed the request and recommends approval.

Transportation

Plan: Sunnyside Road—Major arterial
Pioneer Road—Collector
I-15—Interstate

Comprehensive Plan Policies:

Cluster community commercial centers and highway commercial rather than encourage strip commercial along arterial streets. Pg. 48

Regional commercial centers, as other major traffic generators, should be located approximately at or within one-half mile from major state thoroughfares and be served by existing arterial streets. Convenient access and visual exposure are important to the success of regional commercial centers. Utilizing existing state highways and arterial streets with excess capacity will reduce future public costs. Pg. 48

People continue to tell us at citizen participation events they are concerned about the appearance of the entrance ways to the City. Some were concerned with open storage adjacent to the entrance ways, especially I-15, by public and private entities. Most residents wanted more landscaping on our entryways. The desired image was one of landscaped roadways, uncluttered by open storage and signs, inviting people to visit, live, and invest in our community. Pg. 10

Encourage development in areas served by public utilities or where extensions of facilities are least costly. Pg. 67

Zoning

Ordinance: 10-3-18 – HC-1 LIMITED BUSINESS ZONE

(A) General Objectives and Characteristics.

The HC-1 Limited Business Zone has been established as a district in which the primary use of the land is for retail stores and service establishments to serve the traveling public. This Zone is usually located at specific locations along highways leading into the City, and is characterized by buildings set back from the right-of-way line and having a wide variety of architectural forms and shapes.

The objectives in establishing this zone are to:

- (1) Encourage the development and continued use of the land within the Zone for business purposes.
- (2) To promote safety on the highway.
- (3) To maintain maximum use of highway right-of-way for travel purposes.

(4) To prohibit uses which tend to thwart or militate against the continued use and development of the land within the zone for its primary purpose.

In order to accomplish the objectives and purposes of this Zoning Code and to promote the essential characteristics of this Zone, the following regulations shall apply in the HC-1 Limited Business Zone:

(B) Use Requirements.

The following uses shall be permitted in the HC-1 Zone:

(1) Any use permitted in the RSC-1 Residential Shopping Center Zone, and in the C-1 Limited Business Zone, except that dwellings shall not be permitted unless such dwellings are custodial or caretaker's dwellings incidental to the use of the land for commercial purposes.

(2) Super service stations.

(3) Automobile sales lots.

(4) Drive-in eating establishments.

(5) Machinery sales establishments.

(6) Amusement enterprises, such as merry-go-rounds, penny arcades, etc.

(7) Retail establishments with incidental wholesaling, but excluding establishments the principle activity of which is a storage warehouse.

(8) Auto body shops.

(9) Beer parlors, taverns and cocktail lounges.

(10) Open storage areas, provided they are buffered from public streets by:

(a) Site planning that uses structures to buffer open storage areas from public streets, or

(b) A minimum seven foot (7') foot wide landscaped buffer, which may include a fence or wall at the rear of the buffer.

(11) Indoor shooting ranges when approved by the Planning Commission as a conditional use.

(12) Other uses ruled by the Council to be similar to the above listed uses, and in harmony with the objectives and characteristics of this zone.

(C) Area, Width, Location, Height, and Size Requirements.

No requirements, except that all buildings shall be setback a minimum distance of thirty feet (30') feet from any public street except as herein provided and required under the provisions of this Zoning Code.

(D) See Supplementary Regulations to Zones.

(E) Special Provisions.

(1) No dust, odor, smoke, vibration, or intermittent light, glare or noise shall be emitted which is discernible beyond the premises, except for normal movement of automobile traffic.

(2) When a development in the HC-1 Zone adjoins land zoned RP, RP-A, RMH, or unincorporated land designated as single-family residential in the Idaho Falls Comprehensive Plan, a thirty foot (30') foot wide landscape buffer with landscaped berm to a height of six feet (6') and trees spaced at twenty foot (20') intervals shall be provided on the property line shared with such residential designation. Natural buffers such as canals may be included within this thirty foot (30') buffer and shall eliminate the need for berms where the canal is elevated or at least twenty feet (20') in width; however, landscaping with trees spaced at twenty foot (20') intervals shall still be provided.

(3) A landscaped strip at least twenty feet (20') feet in width with lawn, ground cover, shrubbery, and trees at forty foot (40') centers shall be provided and maintained along the development side of the property line bordering any street, except for permitted driveways.

Minutes: Swaney moved to approve the minutes of May 3, 2016, Josephson seconded the motion and it passed unanimously.

Public Hearings:

1. ANNEXATION/INITIAL ZONING. (Jackson Hole Junction). Cramer presented the staff report, a part of the record. Wimborne asked if it is appropriate to make a recommendation on the entire property if a portion might be withdrawn. Cramer indicated that they can withdraw at any point until it goes to City Council and only the legal description that goes into the annexation would be changed. Cramer added that as long as the final product is fewer acres and not more that is fine. Black clarified and Cramer agreed that the line does not go south of Sunnyside road. Dixon clarified and Cramer agreed that the area will be a single development.

Dixon opened the public hearing.

Applicant: Clint Boyle, 901 Pier View Drive, Suite 205, Idaho Falls, Idaho. Boyle stated that JHJCC, LLC is the applicant and will move forward with a large commercial center, after a favorable outcome of the annexation process. Boyle indicated that the applicant took time to compile and purchase multiple properties to compose the current annexation application. Boyle indicated that the piece of property that is in question is being negotiated out and should close in the next few weeks. Boyle clarified that the notifications are appropriate and all parties have been notified and if the annexation ends up scaling down prior to City Council everything will still be in order. Boyle stated that sewer and water main lines and power lines exist in the Sunnyside road across the entire frontage. Boyle stated there is interest in the property and tenants that are waiting for the annexation. Boyle indicated that the other quadrants are also zoned HC-1 and this property will tie in with the current development and the Comprehensive Plan.

No one appeared in support or opposition to the application.

Josephson asked about the small piece of property to the west of the subject property. Boyle indicated that property owner is not interested in selling. Boyle indicated there is a residential dwelling on the property. Dixon asked Cramer what the difference between the County zoning of C-2 and the City's zoning of HC-1. Cramer indicated that the C-2 zone in the county is almost verbatim the City's GC-1 zone, which is heavy commercial. Cramer indicated that staff was concerned with the heavier uses (chicken hatcheries, coal and lumber yard, etc.) Cramer indicated they wanted to ensure that the entry way to the City was inviting and attractive and GC-1 would not accomplish that goal with the potential land uses.

Mario Hernandez, 2252 W Sunnyside, Idaho Falls, Idaho. Hernandez offered his support for the annexation and zoning change. Hernandez indicated that it will give diverse ability for the property.

Dixon closed the public hearing.

Swaney commended the applicant on the efforts on preparing this annexation by consolidating the property to a single annexation. Swaney is anxious for the annexation of the remainder of Sunnyside so there is no controversy about who is responsible for emergency response on Sunnyside.

Black moved to recommend to the Mayor and City Council approval of the Annexation and Initial Zoning of HC-1 for the Jackson Hole Junction property as presented, Wimborne seconded the motion and it passed unanimously.

2. CONDITIONAL USE PERMIT. (Third Ward Medical Offices). Beutler presented the staff report, a part of the record. Dixon asked Beutler to go over why the property was recently rezoned. Swaney asked for clarification as to why the Commission does not approve or deny this Conditional Use Permit as typically they do have the power of approval or denial. Beutler indicated that there are certain types of CUP's that the Commission has the approval/denial power and some types are only recommendations to the elected body. Swaney questioned why there is not a reasoned statement of relevant criteria and standards. Beutler indicated that the reasoned statement is only attached when they are the decision making body. Dixon asked if when they are the deciding body if they have the option to push the decision to the elected officials and refer the application to City Council with a recommendation. Beutler indicated that the zoning ordinance is very clear as to when the Commission will act and when they will refer. Dixon asked about buffering for the buildings across the alley if they are using the alley as a turn around. Beutler indicated that buffers generally don't go across rights of way and typically the buffer runs along property lines. Dixon asked what the trip count for the area will be. Beutler deferred to the applicant. Dixon asked and Beutler confirmed it is appropriate to discuss hours of operation and restrictions thereon.

Dixon opened the public hearing.

Applicant:

Steven Loosli, 5390 S. Marbrisa, Idaho Falls, Idaho. Loosli represents Third Ward LLC. Loosli clarified that the building is not specifically a registered building, but is a key component in the registration of the 11th street Historic District. Loosli indicated that they would be open during traditional business hours for a medical clinic. Loosli gave a background and definition on integrated medicine to include the combination of conventional and alternative medicine. Loosli indicated that they intend to have medical doctors, physician assistants, nurse practitioners, nature path, chiropractor, massage therapist, acupuncture and other medical team members. Loosli indicated that they were looking for a "statement building" for their new medical business. Loosli gave a brief time table of past uses of the Third Ward Building. Loosli indicated that they purchased the property in May. Loosli indicated that many of the buildings components have to be removed, redone and/or relocated using and abiding by the guidelines of the Historic Renovation Guidelines of the Department of the Interior and State Historic Preservation Office. Loosli went through cost estimates for the repairs to the building. Loosli indicated that their medical approach is high intensity/low volume. Loosli indicated that they do not require 5 spots per 1,000/sq. ft., but rather 3 spots per 1,000 sq. ft. Loosli discussed the cultural/dance hall and the usage calculation showing the 51 spots with minimal adjustments to the existing property. Loosli stated that they anticipate a staff count of 25 (high estimate), which will leave half the stalls open for patients. Loosli went over the request for the variance of use of the alley for general circulation. Loosli indicated that they propose to pave the alley along their property line. Loosli discussed the request for the variance for the lack of the 10% parking lot landscaping. Loosli indicated they will have handicap accessible stalls and entrances and they will be sensitive to the needs of the clients.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN LANDS TO THE CITY OF IDAHO FALLS; DESCRIBING SUCH LANDS; AMENDING THE CITY MAP; ASSIGNING A COMPREHENSIVE PLAN MAP DESIGNATION OF COMMERCIAL; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Exhibits A and C of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Exhibits A and C is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City upon compliance with procedures required in Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands where necessary; and

WHEREAS, the lands to be annexed are contiguous to the City and the City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, the lands to be annexed are shown the Comprehensive Plan Map as "Commercial" and;

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:

- 1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in Exhibits A and C are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the City Council that the lands described hereinbelow in Exhibits A and C of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as "Commercial"; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

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

SECTION 1. Annexation of Property. The lands described in Exhibits A and C are hereby annexed to the City of Idaho Falls, Idaho.

SECTION 2. Assigning a Comprehensive Plan Map Designation. The area being annexed is hereby assigned a Comprehensive Plan Map Designation of Commercial.

SECTION 3. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 4. Findings. That the findings contained in the recitals of this Ordinance be, and the same are hereby, adopted as the official City Council findings for this Ordinance, and that any

further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 2016.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the
ORDINANCE – JACKSON HOLE JUNCTION - ANNEXATION

Ordinance entitled: "AN ORDINANCE ANNEXING CERTAIN LANDS TO THE CITY OF IDAHO FALLS; DESCRIBING SUCH LANDS; AMENDING THE CITY MAP; ASSIGNING A COMPREHENSIVE PLAN MAP DESIGNATION OF COMMERCIAL; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 55.416 ACRES DESCRIBED IN EXHIBITS A AND C OF THIS ORDINANCE AS HC-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Section 1 is HC-1 Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Commercial"; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on June 7, 2016, and recommended approval of zoning the subject property to HC-1 Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on July 14, 2016.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the lands described in Exhibits A and C in Idaho Falls, Idaho, Bonneville County, to-wit:

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "HC-1 Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2015.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 55.416 ACRES DESCRIBED IN EXHIBITS A AND C OF THIS ORDINANCE AS HC-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

Project: IF-777-1506, Jackson Hole Junction

Date: May 12, 2016

Page: 1 of 3



EXHIBIT "A"

ANNEXATION DESCRIPTION

This parcel is situated in a portion of the S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Section 27, the S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ the S.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ the N.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ and the N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Section 26, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, more particularly described as follows:

COMMENCING at the southeast corner of said S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$, being the corner common to Sections 26, 27, 34 and 35; thence traversing the east boundary of said S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$,

- 1) N.00°34'41"E., 10.35 feet to the **POINT OF BEGINNING**; thence leaving said east boundary,
- 2) N.78°25'05"W., 57.89 feet to an angle point on the easterly boundary of City of Idaho Falls Annexation Ordinance No. 2930 and the southeast corner of a parcel shown on Record of Survey Instrument No. 1303659, records of Bonneville County; thence leaving said angle point and along the easterly boundary of said Record of Survey,
- 3) N.20°19'58"E., 143.52 feet to a point of curvature; thence continuing along said easterly boundary and a curve to the right,
- 4) Having an arc length of 56.88 feet, a radius of 328.08 feet, through a central angle of 09°56'02" and a long chord which bears N.25°18'00"E., 56.81 feet; thence continuing along said easterly boundary,
- 5) N.30°16'01"E., 50.60 feet to a point of curvature; thence continuing along said easterly boundary and a curve to the left,
- 6) Having an arc length of 17.91 feet, a radius of 434.26 feet, through a central angle of 02°21'48" and a long chord which bears N.27°23'13"E., 17.91 feet to a point on the west line of Grade Separation No. 10 of I-15-3(7) 111 at station 6+21.94; thence continuing along said easterly boundary and said west line,
- 7) N.25°10'07"E., 363.51 feet to station 9+84.62 of said Grade Separation; thence continuing along said easterly boundary and west line,

- 8) N.11°20'53"E., 164.06 feet to a point of curvature at station 11+75 of said Grade Separation; thence continuing along said easterly boundary and west line, along a curve to the left,
- 9) Having an arc length of 65.50 feet, a radius of 349.26 feet, through a central angle of 10°44'45" and a long chord which bears N.03°14'31"W., 65.41 feet to the northeast corner of said Record of Survey; thence leaving the west line of said Grade Separation and along the north boundary of said Record of Survey,
- 10) N.89°25'10"W., 33.80 feet to the northwest corner of said Record of Survey, also being the northeasterly corner of City of Idaho Falls Annexation Ordinance No. 2930; thence along the northerly boundary of said Ordinance No. 2930
- 11) N.89°25'10"W., 60.14 feet, more or less, to the northwesterly corner of said Ordinance No. 2930 and a point on curve on the east right-of-way of Interstate 15 as described in Instrument No. 1442355, records of Bonneville County also being a point on the easterly boundary of City of Idaho Falls Annexation Ordinance No. 2528; thence leaving said north boundary and along said east right-of-way and east boundary of said Ordinance No. 2528 along a curve to the right,
- 12) Having an arc length of 617.76 feet, a radius of 17,288.73 feet, through a central angle of 02°02'50" and a long chord which bears N.41°27'40"E., 617.73 feet; thence leaving said east right-of-way and easterly boundary,
- 13) S.89°58'07"E., 59.26 feet to a point on the northerly prescriptive use right-of-way of Pioneer Road and a curve to the right; thence traversing said northerly right-of-way along a curve to the right,
- 14) Having an arc length of 194.96 feet, a radius of 395.01 feet, through a central angle of 28°16'45" and a long chord which bears N.74°16'33"E., 192.99 feet to a point of compound curvature; thence along a curve to the right,
- 15) Having an arc length of 53.83 feet, a radius of 2093.78 feet, through a central angle of 01°28'23" and a long chord which bears N.89°09'08"E., 53.83 feet to a point of tangency; thence continuing,
- 16) N.89°53'19"E., 1142.34 feet; thence leaving said northerly right-of-way and along said west boundary,
- 17) S.00°01'53"W., 538.37 feet; thence continuing,



- 18) S.00°02'02"W., 76.29 feet to a point on the centerline of the Sidehill Canal as it now exists and a point on the west boundary of a parcel described in City of Idaho Falls Annexation Ordinance No. 2693 thence along said centerline and west boundary,
- 19) S.53°13'24"W., 28.42 feet; thence continuing,
- 20) S.53°46'07"W., 96.63 feet; thence continuing,
- 21) S.58°44'25"W., 72.44 feet; thence continuing,
- 22) S.63°33'42"W., 106.43 feet; thence continuing,
- 23) S.44°11'12"W., 85.55 feet; thence continuing,
- 24) S.21°29'18"W., 67.51 feet; thence continuing,
- 25) S.05°34'30"E., 52.68 feet; thence continuing,
- 26) S.02°08'35"E., 80.59 feet; thence continuing,
- 27) S.08°07'27"W., 65.25 feet; thence continuing,
- 28) S.21°43'37"W., 68.61 feet; thence continuing,
- 29) S.39°31'40"W., 71.79 feet; thence continuing,
- 30) S.51°45'57"W., 83.88 feet; thence continuing,
- 31) S.57°13'21"W., 35.55 feet; thence leaving said centerline and continuing along said west boundary,
- 32) N.47°03'00"W., 87.71 feet; thence continuing,
- 33) S.58°25'58"W., 104.83 feet, more or less, to a point on the east boundary of said S.W. ¼ of the S.W. ¼; thence along said east boundary and said west boundary,
- 34) S.00°16'13"W., 57.23 feet to the southeast corner of said S.W. ¼ of the S.W. ¼; thence leaving said west boundary, along the south boundary of said S.W. ¼ of the S.W. ¼,
- 35) S.89°50'20"W., 1276.43 feet; thence leaving said south boundary,
- 36) N.78°25'05"W., 50.85 feet to the **POINT OF BEGINNING**.

CONTAINING 49.042acres, more or less.



ANNEXATION
ORDINANCE
#

CITY OF IDAHO FALLS
BONNEVILLE COUNTY

A PORTION OF THE S.E. ¼ OF THE S.E. ¼ OF SECTION 27, THE S.W. ¼ OF THE S.W. ¼, THE S.E. ¼ OF THE S.W. ¼, AND THE NW ¼ SW ¼ OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M.

EXHIBIT "B"

EXHIBIT "A"

ANNEXATION DESCRIPTION

This parcel is situated in a portion of the S.E. ¼ of the S.E. ¼ of Section 27, the S.W. ¼ of the S.W. ¼ of the S.E. ¼ of the S.W. ¼ of the N.W. ¼ of the S.W. ¼ and the N.E. ¼ of the S.W. ¼ of Section 26, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, more particularly described as follows:

COMMENCING at the southeast corner of said S.E. ¼ of the S.E. ¼, being the corner common to Sections 26, 27, 34 and 35; thence traversing the east boundary of said S.E. ¼ of the S.E. ¼,

- 1) N.00°34'41"E., 10.35 feet to the POINT OF BEGINNING; thence leaving said east boundary.
- 2) N.78°25'05"W., 57.89 feet to an angle point on the easterly boundary of City of Idaho Falls Annexation Ordinance No. 2930 and the southeast corner of a parcel shown on Record of Survey Instrument No. 1303659, records of Bonneville County; thence leaving said angle point and along the easterly boundary of said Record of Survey,
- 3) N.20°19'58"E., 143.52 feet to a point of curvature; thence continuing along said easterly boundary and a curve to the right,
- 4) Having an arc length of 56.88 feet, a radius of 328.08 feet, through a central angle of 09°56'02" and a long chord which bears N.25°18'00"E., 56.81 feet; thence continuing along said easterly boundary.
- 5) N.30°16'01"E., 50.60 feet to a point of curvature; thence continuing along said easterly boundary and a curve to the left,

- 6) Having an arc length of 17.91 feet, a radius of 434.26 feet, through a central angle of 02°21'48" and a long chord which bears N.27°23'13"E., 17.91 feet to a point on the west line of Grade Separation No. 10 of I-15-3(7) 111 at station 6+21.94; thence continuing along said easterly boundary and said west line.

- 7) N.25°10'07"E., 363.51 feet to station 9+84.62 of said Grade Separation; thence continuing along said easterly boundary and west line.

- 8) N.11°20'53"E., 164.06 feet to a point of curvature at station 11+75 of said Grade Separation; thence continuing along said easterly boundary and west line, along a curve to the left,

- 9) Having an arc length of 65.50 feet, a radius of 349.26 feet, through a central angle of 10°44'45" and a long chord which bears N.03°14'31"W., 65.41 feet to the northeast corner of said Record of Survey; thence leaving the west line of said Grade Separation and along the north boundary of said Record of Survey,

- 10) N.89°25'10"W., 33.80 feet to the northwest corner of said Record of Survey, also being the northeasterly corner of City of Idaho Falls Annexation Ordinance No. 2930; thence along the northerly boundary of said Ordinance No. 2930

- 11) N.89°25'10"W., 60.14 feet, more or less, to the northwesterly corner of said Ordinance No. 2930 and a point on curve on the east right-of-way of Interstate 15 as described in Instrument No. 1442355, records of Bonneville County also being a point on the easterly boundary of City of Idaho Falls Annexation Ordinance No. 2528; thence leaving said north boundary and along said east right-of-way and east boundary of said Ordinance No. 2528 along a curve to the right,

- 12) Having an arc length of 617.76 feet, a radius of 17,288.73 feet, through a central angle of 02°02'50" and a long chord which bears N.41°27'40"E., 617.73 feet; thence leaving said east right-of-way and easterly boundary,

- 13) S.89°58'07"E., 59.26 feet to a point on the northerly prescriptive use right-of-way of Pioneer Road and a curve to the right; thence traversing said northerly right-of-way along a curve to the right,

- 14) Having an arc length of 194.96 feet, a radius of 395.01 feet, through a central angle of 28°16'45" and a long chord which bears N.74°16'33"E., 192.99 feet to a point of compound curvature; thence along a curve to the right,

- 15) Having an arc length of 53.83 feet, a radius of 2093.78 feet, through a central angle of 01°28'23" and a long chord which bears N.89°09'08"E., 53.83 feet to a point of tangency; thence continuing,

- 16) N.89°53'19"E., 1142.34 feet; thence leaving said northerly right-of-way and along said west boundary,

- 17) S.00°01'53"W., 538.37 feet; thence continuing,

- 18) S.00°02'02"W., 76.29 feet to a point on the centerline of the Sidehill Canal as it now exists and a point on the west boundary of a parcel described in City of Idaho Falls Annexation Ordinance No. 2693 thence along said centerline and west boundary,

- 19) S.53°13'24"W., 28.42 feet; thence continuing,

- 20) S.53°46'07"W., 96.63 feet; thence continuing,

- 21) S.58°44'25"W., 72.44 feet; thence continuing,



<p>PRELIMINARY NOT FOR CONSTRUCTION</p>	<p>SCALE VERTICAL H/A HORIZONTAL H/A</p>	<p>WARNING 1/2" IF THIS BAR IS NOT MEASURED 1" THEN DRAWING IS NOT TO SCALE</p>	<p>HORROCKS ENGINEERS</p>	<p>801 Park View Dr. Suite 208 Idaho Falls, ID 83402 (208) 825-1223</p>	<p>JACKSON HOLE JUNCTION ANNEXATION EXHIBIT</p>	<p>PROJECT NO. BY 777-1808</p>
	<p>DATE</p>	<p>DATE</p>	<p>DATE</p>	<p>DATE</p>	<p>DATE</p>	<p>DATE</p>

ANNEXATION
ORDINANCE
#

CITY OF IDAHO FALLS

BONNEVILLE COUNTY

A PORTION OF THE S.E. ¼ OF THE S.E. ¼ OF SECTION 27, THE S.W. ¼ OF THE S.W. ¼, THE S.E. ¼ OF THE S.W. ¼, AND THE NW ¼ SW ¼ OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M.

EXHIBIT "B"

- 22) S.63°33'42"W., 106.43 feet; thence continuing.
- 23) S.44°11'12"W., 85.55 feet; thence continuing.
- 24) S.21°29'18"W., 67.51 feet; thence continuing.
- 25) S.05°34'30"E., 52.68 feet; thence continuing.
- 26) S.02°08'35"E., 80.59 feet; thence continuing.
- 27) S.08°07'27"W., 65.25 feet; thence continuing.
- 28) S.21°43'37"W., 68.61 feet; thence continuing.
- 29) S.39°31'40"W., 71.79 feet; thence continuing.
- 30) S.51°45'57"W., 83.88 feet; thence continuing.
- 31) S.57°13'21"W., 35.55 feet; thence leaving said centerline and continuing along said west boundary.
- 32) N.47°03'00"W., 87.71 feet; thence continuing.

- 33) S.38°25'58"W., 104.83 feet, more or less, to a point on the east boundary of said S.W. ¼ of the S.W. ¼; thence along said east boundary and said west boundary.
- 34) S.60°16'13"W., 57.23 feet to the southeast corner of said S.W. ¼ of the S.W. ¼; thence leaving said west boundary, along the south boundary of said S.W. ¼ of the S.W. ¼.
- 35) S.89°50'20"W., 1276.43 feet; thence leaving said south boundary.
- 36) N.78°25'05"W., 50.85 feet to the POINT OF BEGINNING.

CONTAINING 49.042 acres, more or less.



PRELIMINARY
NOT FOR CONSTRUCTION

SCALE
HORIZONTAL
VERTICAL
N/A
N/A

WARNING
1/2"
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

HORROCKS
ENGINEERS

901 The View Dr.
Suite 200
Boise Falls, ID 83402
(208) 522-1221

JACKSON HOLE JUNCTION
ANNEXATION EXHIBIT

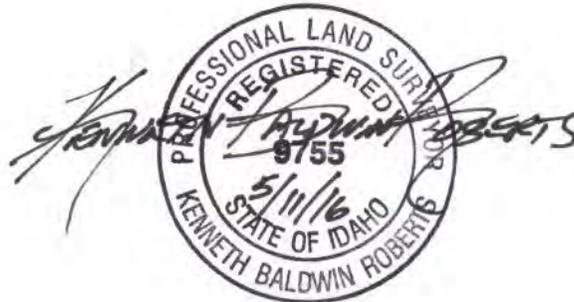
PROJECT NO.	E-777-1028
DATE	05/11/16
BY	05/26/2015
DATE	05/06/2018
SCALE	3" = 3'
DATE	05/06/2018

-EXHIBIT C -

SUNNYSIDE CONNECTION ANNEXATION

A parcel of land in Section 26, 27, 34, and 35, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, described as follows:

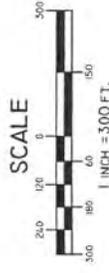
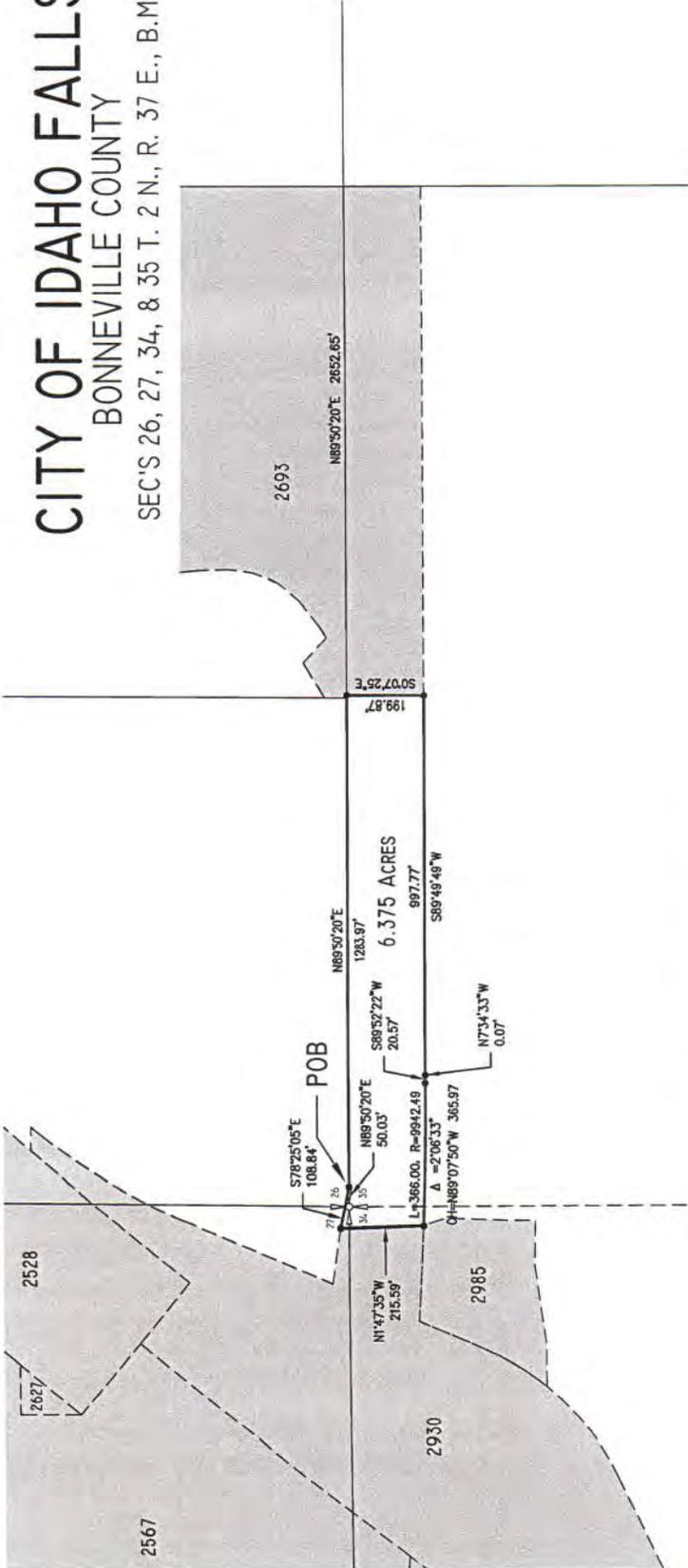
COMMENCING at the Section Corner common to Sections 26, 27, 34, and 35; THENCE along the Section Line common to said Sections 26 and 35 N89°50'20"E 50.03 feet to the TRUE POINT OF BEGINNING; THENCE continuing along said Section Line N89°50'20"E 1283.97 feet to a point on the westerly boundary of City of Idaho Falls Annexation Ordinance No.2693; THENCE along said westerly Boundary of Annexation Ordinance No.2693 S0°07'25"E 199.87 feet to a point on the southerly Right-of-Way line of Sunnyside Road; THENCE along the said southerly Right-of-Way line the following four, (4), courses and distances, S89°49'49"W 997.77 feet; THENCE N7°34'33"W 0.07 feet; THENCE S89°52'22"W 20.57 feet to a point on a non-tangent curve to the right; THENCE through said curve for a length of 366.00 feet having a radius of 9942.49 a delta angle of 2°06'33" and a chord bearing N89°07'50"W 365.97 feet to a point on the Easterly Boundary of Annexation Ordinance No.2930; THENCE along said Easterly Boundary of Annexation Ordinance No.2930 N1°47'35"W 215.59 feet to a point on the northerly Right-of-Way line of Sunnyside Road; THENCE S78°25'05"E 108.84 feet to the TRUE POINT OF BEGINNING and containing 6.375 acres more or less.



ANNEXATION ORDINANCE

CITY OF IDAHO FALLS BONNEVILLE COUNTY

SEC'S 26, 27, 34, & 35 T. 2 N., R. 37 E., B.M.



SUNNYSIDE CONNECTION ANNEXATION

A parcel of land in Section 26, 27, 34, and 35, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, described as follows:

COMMENCING at the Section Corner common to Sections 26, 27, 34, and 35; THENCE along the Section Line common to said Sections 26 and 35 N89°50'20"E 50.03 feet to the **TRUE POINT OF BEGINNING**; THENCE continuing along said Section Line N89°50'20"E 1283.97 feet to a point on the westerly boundary of City of Idaho Falls Annexation Ordinance No. 2693; THENCE along said westerly boundary of Annexation Ordinance No. 2693 50°07'25" E 199.87 feet to a point on the southerly Right-of-Way line of Sunnyside Road; THENCE along the said southerly Right-of-Way line the following four, (4), courses and distances, S89°49'49"W 997.77 feet; THENCE N7°34'33"W 0.07 feet; THENCE S89°52'22"W 20.57 feet to a point on a non-tangent curve to the right; THENCE through said curve for a length of 366.00 feet having a radius of 994.49 a delta angle of 2°06'33" and a chord bearing N89°07'50"W 365.97 feet to a point on the Easterly Boundary of Annexation Ordinance No. 2930; THENCE along said Easterly Boundary of Annexation Ordinance No. 2930 N1°47'35"W 215.59 feet to a point on the northerly Right-of-Way line of Sunnyside Road; THENCE S78°25'05"E 108.84 feet to the **TRUE POINT OF BEGINNING** and containing 6.375 acres more or less.

RECORDED WITH THE BONNEVILLE COUNTY RECORDERS OFFICE AS INSTRUMENT NO. _____



CITY OF IDAHO FALLS

ENGINEERING DEPARTMENT

ANNEXATION

INTERSTATE 15 & SUNNYSIDE INTERCHANGE

SEC'S 26, 27, 34, & 35 T. 2 N., R. 37 E., B.M.

SCALE: AS SHOWN FILE NO. TITLE OF INSTRUMENT NO. DATE (M-D-Y)

DRAWN BY: _____ SHEET NO. _____

DATE: _____

TITLE: *ANNEXATION*

BY: *KBR*

DATE: _____

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF 55.416 ACRES OF PROPERTY LOCATED NORTH AND ADJACENT TO SUNNYSIDE ROAD, EAST OF I-15 AND SOUTH AND WEST OF PIONEER ROAD

WHEREAS, the applicant filed an application for annexation on May 9, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 7, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on July 14, 2016 and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 55.416 acre parcel.
3. This is a category "A" annexation in which the property owner is requesting annexation to the city.
4. The property is contiguous to existing City limits on the east and southwest boundaries.
5. There are existing City utilities in Sunnyside road which are easily accessible and have capacity to serve the property

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation for the above described property.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF HC-1 FOR 55.416 ACRES OF PROPERTY LOCATED NORTH AND ADJACENT TO SUNNYSIDE ROAD, EAST OF I-15 AND SOUTH AND WEST OF PIONEER ROAD

WHEREAS, the applicant filed an application for initial zoning of HC-1 on May 9, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 7, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on July 14, 2016 and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 55.416 acre parcel.
3. The property is contiguous to existing City limits on the east and southwest boundaries.
4. The Comprehensive Plan Future Land Use Map shows this area to be a mix of Commercial and Medical Services Center. HC-1 zoning is consistent with the Commercial designation.
5. The surrounding zoning in the area is predominantly HC-1 in the City and C-2 in the County. The proposed HC-1 zone is consistent with these zones. HC-1 is also intended to be used near highways and interstates. The property is just east of the I-15 and Sunnyside interchange.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning of HC-1 for the above described property.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor



BGC-075-16

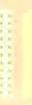
TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Conditional Use Permit and Reasoned Statement of Relevant Criteria and Standards, Third Ward Medical Offices, 187 E. 13th Street
DATE: July 7, 2017

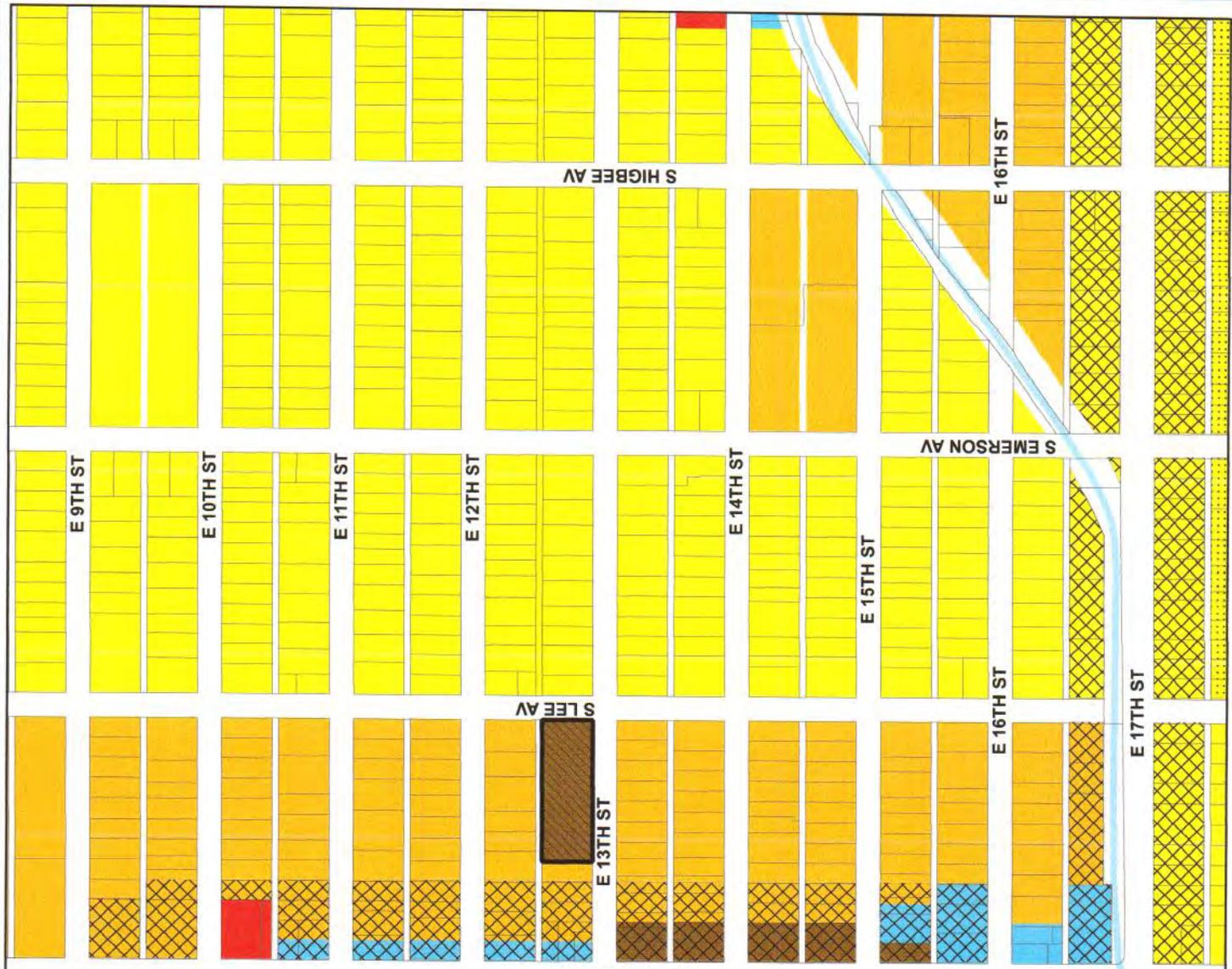
Attached is the application for a Conditional Use Permit and Reasoned Statement of Relevant Criteria and Standards, Third Ward Medical Offices, 187 E. 13th Street. The Planning and Zoning Commission considered this application at its June 7, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments: Vicinity Map
Aerial Photo
Site Plan
Staff Report June 7, 2016
Draft Planning and Zoning Commission Minutes June 7, 2016
Reasoned Statement of Relevant Criteria and Standards

Cc: Kathy Hampton, City Clerk
File

Legend

-  Site
-  RP
-  RP-A
-  R-1
-  R-2
-  R2A
-  R-3
-  R-3A
-  PB
-  MS
-  RSC-1
-  C-1
-  HC-1
-  CC-1
-  GC-1
-  R&D-1
-  M-1
-  I&M-1
-  I&M-2
-  RMH
-  PT-1
-  PT-2
-  PT-2 & T-1
-  PUD
-  T-1
-  T-2
-  30' Setback
-  50' Setback
-  City Limits
-  Area of Impact



IDAHO FALLS



 Planning Division
 City Annex Building
 680 Park Ave.
 Idaho Falls, ID 83402
 (208) 612-8276

1" = 400'



IDAHO FALLS PLANNING AND ZONING COMMISSION
 STAFF REPORT
Conditional Use Permit
Third Ward Medical Offices – 187 E. 13th St.
June 7, 2016



Applicant: Graham Whipple/Third Ward, LLC

Location: 187 E. 13th Street, east of S. Boulevard, west of Holmes

Existing Zoning: Site: R-3
 North, west, south: R-2
 East: R-1

Existing Land Use:
 Site: Church building
 Surrounding area: residential

Proposed Land Use:
 Site: Medical and Professional Office

Future Land Use Map:

Attachments:

1. Conditional Use Permit Requirements
2. Comprehensive Plan and Zoning Information
3. Maps and aerial photos

Requested Action: To **recommend** to the Mayor and City Council approval of a conditional use permit for an RSC-1 use of medical and professional offices within an R-3 zone.

History: The building was built between 1928 and 1934 and is the site of the old Third Ward Church. It currently is a contributing building to the 11th Street Historic District. The structure has been primarily vacant since the LDS Church sold the property. There have been several conditional use permit requests for the property over the years for various uses. The property was rezoned from R-2, with a PT-2 overlay, to R-3 in August of 2015.

Staff Comments: The Zoning Ordinance provides for the use within the R-3 Zone provided the following conditions are met:

- (a) A conditional use permit is obtained in accordance with the provisions of this Zoning Code.
- (b) The use is conducted only within existing buildings or structures located on the premises at the time the application is made, without substantial exterior remodeling or expansion of the existing building or buildings.
- (c) The use contemplated is of such a nature that it may, with appropriate conditions as set forth in this Zoning Code, be conducted on the premises without substantially disrupting the character of the surrounding area or materially conflicting with the general characteristics of the area designated in the Comprehensive Plan.

The building is proposed to be used as a medical center for integrated medicine. As such the applicant indicates that the use will be less intense than a typical physician or outpatient clinic. Additionally, the building has an existing gymnasium and dance hall. These areas will remain and be used as flex space.

The property has frontage onto E 13th Street, a one way street heading east, and Lee Avenue. Access to the property comes from E 13th Street and an alley that runs along the north of the property. The existing parking lot will be expanded, slightly on the east side, and able to provide the required 51 parking spaces.

Medical/Professional Office Space	15,000 sq ft	45 spaces required
Flex Space	3,000 sq ft	6 spaces required
	Total:	51 spaces required

Cont.: page 2

The proposed parking lot relies on the alley and E 13th Street for circulation which does not meet current minimum standards for parking lot circulation. Additionally the ordinance requires all parking areas, including more than 24 parking spaces, to provide 10% internal landscaping within the parking lot. This is also not provided. As parking is a concern for the redevelopment of the property the applicant is trying to maximize the amount of off street parking that can be provided with the development. The alley is proposed to be repaved as part of the project. State statute allows the Planning and Zoning Commission as part of the conditional use permit process to provide a variance to these standards required by the zoning ordinance.

67-6512(f), In addition to other processes permitted by this chapter, exceptions or waivers of standards, other than use, inclusive of the subject matter addressed by section 67-6516, Idaho Code, in a zoning ordinance may be permitted through issuance of a special use permit or by administrative process specified by ordinance, subject to such conditions as may be imposed pursuant to a local ordinance drafted to implement subsection (d) of this section.

Residential uses surround the property with the closest residence on the property's west side, adjacent to the parking lot. The Zoning Ordinance requires a minimum of a 7 – 10 foot landscape buffer between the parking lot and the adjacent residential use. The existing landscaped area appears to be 8-feet and will meet the minimum space requirement. A masonry wall, opaque fence or dense evergreen hedge, at least 6-feet in height, will be required to develop the site for the commercial use.

Conditional Use Permit:

Section 10-3-6(L) Additional Conditions. In addition to the conditions specified by the Zoning Code for conditional uses in each particular Zone, the Planning Commission or Council may impose additional conditions not inconsistent with the purposes set forth in this section, including, but not limited to those:

- (1) Minimizing adverse impact on other developments or adjacent properties.
- (2) Controlling the sequence and timing of development.
- (3) Controlling the duration of development.
- (4) Assuring the development is maintained properly.
- (5) Designating the exact location and nature of development.
- (6) Requiring landscaping of on-site or off-site public facilities or services.
- (7) Restricting the hours of operation of any business or other commercial activity conducted on the premises.
- (8) Such other conditions as may be necessary to preserve the character and harmony of the zone and avoid conflict with the general characteristics of the area designated in the Comprehensive Plan.

Prior to granting a conditional use permit, the Planning Commission or Council may require studies of the social, economic, fiscal or environmental effects of the proposed conditional use, and may require the submission of a development plan in accordance with Development Plan requirements of the Residential Shopping Center Zone Subsection of this Zoning Code.

Zoning Ordinance:

10-3-13: R-3 RESIDENCE ZONE

(A) General Objectives and Characteristics.

The objective in establishing the R-3 Residence Zone is to designate appropriate areas within the City for rental dwelling units, multiple family dwellings and similar buildings where living accommodations for groups may be located. This Zone is characterized by a variety of dwelling types having widely varying forms and shapes, with somewhat denser residential environment and a greater movement of vehicular traffic than is characteristic of the R-2A Zone. In general this Zone is situated in the central part of the City where the need for rental units is greatest, and along major streets, and on the borders of neighborhoods where quiet, tranquil conditions are not as necessary as they are in the interior of low density residential neighborhoods.

In order to accomplish the objectives and purposes of this Zoning Code and to promote the essential characteristics of this Zone, the following regulations shall apply in the R-3 Zone:

(B) Use Requirements.

The following uses shall be permitted in the R-3 Zone:

- (1) Any use permitted in the RP, RP-A, R-1, R-2 and R-2A Zones.
- (2) Apartment buildings and residence courts.
- (3) Boarding houses, lodging houses, rooming houses, and rest homes.
- (4) Incidental retailing of goods and services, such as newspapers, magazines, and tobacco, for the convenience of people living in apartment buildings, provided the facilities therefor shall be located within the main building, and provided no sign or display shall be used advertising the retail services offered within the building which can be seen from a public street. Provided further, the floor area devoted to the retailing of goods and services shall not exceed ten square feet (10 ft²) for each dwelling unit contained within the main building.
- (5) Any use permitted in the R-3A and RSC-1 Zones provided the following conditions are met:
 - (a) A conditional use permit is obtained in accordance with the provisions of this Zoning Code.
 - (b) The use is conducted only within existing buildings or structures located on the premises at the time the application is made, without substantial exterior remodeling or expansion of the existing building or buildings. Any use requiring the construction of a new building for a use not otherwise permitted within this zone, shall not be permitted.
 - (c) The use contemplated is of such a nature that it may, with appropriate conditions as set forth in this Zoning Code, be conducted on the premises without substantially disrupting the character of the surrounding area or materially conflicting with the general characteristics of the area designated in the Comprehensive Plan.

(C) Area Requirements

An area of not less than five thousand square feet (5,000 ft²) shall be provided and maintained for dwellings, boarding houses, lodging and rooming houses, rest homes and child care centers. No development in this Zone shall exceed a gross density of thirty-five (35) dwelling units per acre.

(D) Width Requirements.

The minimum width of any building site for dwellings, boarding houses, lodging and rooming houses, shall be fifty feet (50') measured at the building setback line. The minimum width for any building site for a rest home or other main building shall be sixty feet (60').

(E) Location of Buildings and Structures.

- (1) **Setback.** All buildings shall be set back a minimum distance of twenty feet (20') from any public street, except as herein provided and required under the provisions of this Zoning Code. One foot (1') shall be added to the front yard required for each two feet (2') feet of building height above twenty-five feet (25').
- (2) **Side Yards.** For main buildings there shall be side yards of not less than six feet (6'). Side yard requirements for accessory buildings shall be the same as for main buildings, except no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building.
- (3) **Rear Yards.** There shall be a rear yard of at least twenty-five feet (25') on both interior and corner lots. For accessory buildings no rear yard shall be required, except where an alley is located at the rear of a lot, in which case a three foot (3') rear yard is required.

(F) Height Requirements.

There shall be no height requirements, except as limited by yard requirements.

(G) Size of Buildings.

No requirements.

(H) Lot Coverage and Landscaping.

- (1) **Maximum Lot Coverage.** Lot coverage, including all area under roofs and paved surfaces, including driveways, walks, and parking areas, shall not exceed eighty percent (80%) of the total lot area. The remaining lot area (at least twenty percent (20%) of the total lot area) shall be landscaped. See the Landscaping subsection of this Zoning Code for general landscaping requirements.
- (2) **Lot Coverage Exemption.** The landscaped area on a lot will be considered to include such hard-surface outdoor recreation facilities as tennis courts, basketball courts, shuffleboard courts, and swimming pools, provided that:
 - (a) The hard-surface outdoor recreation facilities make up no more than forty percent (40%) percent of the required landscaped area, and
 - (b) Those facilities are available for the use of all residents of the development.
- (3) **Required Buffers.** Wherever a development in the R-3 Zone adjoins Zones RP, RP-A, R-1, or RMH, or unincorporated land designated for single family residential use in the City's Comprehensive Plan, a minimum ten foot (10') wide landscaped buffer shall be provided. This buffer may be included in the twenty percent (20%) percent minimum landscaped area required in A. above.

(I) See Supplementary Regulations to Zones.

Black moved to recommend to the Mayor and City Council approval of the Annexation and Initial Zoning of HC-1 for the Jackson Hole Junction property as presented, Wimborne seconded the motion and it passed unanimously.

2. CONDITIONAL USE PERMIT. (Third Ward Medical Offices). Beutler presented the staff report, a part of the record. Dixon asked Beutler to go over why the property was recently rezoned. Swaney asked for clarification as to why the Commission does not approve or deny this Conditional Use Permit as typically they do have the power of approval or denial. Beutler indicated that there are certain types of CUP's that the Commission has the approval/denial power and some types are only recommendations to the elected body. Swaney questioned why there is not a reasoned statement of relevant criteria and standards. Beutler indicated that the reasoned statement is only attached when they are the decision making body. Dixon asked if when they are the deciding body if they have the option to push the decision to the elected officials and refer the application to City Council with a recommendation. Beutler indicated that the zoning ordinance is very clear as to when the Commission will act and when they will refer. Dixon asked about buffering for the buildings across the alley if they are using the alley as a turn around. Beutler indicated that buffers generally don't go across rights of way and typically the buffer runs along property lines. Dixon asked what the trip count for the area will be. Beutler deferred to the applicant. Dixon asked and Beutler confirmed it is appropriate to discuss hours of operation and restrictions thereon.

Dixon opened the public hearing.

Applicant:

Steven Loosli, 5390 S. Marbrisa, Idaho Falls, Idaho. Loosli represents Third Ward LLC. Loosli clarified that the building is not specifically a registered building, but is a key component in the registration of the 11th street Historic District. Loosli indicated that they would be open during traditional business hours for a medical clinic. Loosli gave a background and definition on integrated medicine to include the combination of conventional and alternative medicine. Loosli indicated that they intend to have medical doctors, physician assistants, nurse practitioners, nature path, chiropractor, massage therapist, acupuncture and other medical team members. Loosli indicated that they were looking for a "statement building" for their new medical business. Loosli gave a brief time table of past uses of the Third Ward Building. Loosli indicated that they purchased the property in May. Loosli indicated that many of the buildings components have to be removed, redone and/or relocated using and abiding by the guidelines of the Historic Renovation Guidelines of the Department of the Interior and State Historic Preservation Office. Loosli went through cost estimates for the repairs to the building. Loosli indicated that their medical approach is high intensity/low volume. Loosli indicated that they do not require 5 spots per 1,000/sq. ft., but rather 3 spots per 1,000 sq. ft. Loosli discussed the cultural/dance hall and the usage calculation showing the 51 spots with minimal adjustments to the existing property. Loosli stated that they anticipate a staff count of 25 (high estimate), which will leave half the stalls open for patients. Loosli went over the request for the variance of use of the alley for general circulation. Loosli indicated that they propose to pave the alley along their property line. Loosli discussed the request for the variance for the lack of the 10% parking lot landscaping. Loosli indicated they will have handicap accessible stalls and entrances and they will be sensitive to the needs of the clients.

Dixon asked what the traditional hours of use will be. Loosli indicated 8 a.m. – 5 p.m. Monday through Friday. Dixon asked if the flex space would have use in other hours besides the 8-5. Loosli indicated there is a possibility of having a company Christmas party or gathering in the evening hours, but will not be standard or predictable occurrence.

Support/Opposition:

Karlene Brown, 190 12th Street, Idaho Falls, Idaho. Brown expressed her concern about the alley and the dumpster location. Brown asked if the City has intentions of doing away with garbage service and going to the large dumpster with single pickup for the area. Brown also indicated that the alley needs to be maintained in the winter as people get stuck in the alley. Brown complimented the clean up the applicant has done on the building and the site.

Yan Scott, 125 E 14th Street, Idaho Falls, Idaho. Scott offered his support for the application and is enjoying the renovation of the building.

Linda Reeder, 164 E 13th Street, Idaho Falls, Idaho. Reeder offered her support for the project. Reeder asked how they are currently doing construction when they have not been approved for the Conditional Use Permit. Reeder stated her concern for the amount of traffic that is going through during the construction phase. Reeder indicated that the metal fencing around the property is not enough to keep people out of the construction site each night and suggested additional security. Reeder stated that the circulation of the traffic going in and out on 13th street does not make sense to her and believes it will overload 13th street.

Nancy Bowen, 104 E 14th Street, Idaho Falls, Idaho. Bowen stated she is concerned about the use of the alley and how to control where people enter and exit.

Tom Peters, 330 E 13th Street, Idaho Falls, Idaho. Peters stated his concern is the traffic jam that occurs at 5 p.m. and the intersection at Holmes is terrible.

Applicant: Steven Loosli, 5390 Marbrisa, Idaho Falls, Idaho. Loosli indicated they are prepared to maintain the alley if the City will allow them. Dixon asked if the improvement to the alley will be the entire length of the property or just behind the parking lot. Loosli clarified that the paving will be from Lee to the property line. Loosli indicated they are only showing where their garbage collection will be and have not heard of the City consolidating garbage collection. Loosli stated that the building has a reputation in the community and the building is attractive for young people to go to and break into and see if it is haunted. Loosli indicated they are doing their best to show activity in the building and anticipate that the breaking in will settle down. Loosli indicated they hope to be done with the demolition process shortly. Loosli also indicated that all the work being currently done does not require a permit from the City and is general maintenance. Loosli indicated they will inform their customers of the appropriate and best ways to enter and exit the property and area.

Foster asked what Staff's recommendation is on the application. Beutler indicated that Staff is in favor the application and is sensitive to the neighbor's concerns. Swaney suggested removing a few parking spots and not having to use the alley as a turn around. Beutler indicated that they have to weigh the needs of parking versus turning around in the alley. Black indicated that this is the best use that has come to the Commission. Black indicated that the parking spaces are more important than the landscaping and keeping parking off the street.

Support/Opposition:

Nancy Bowen, 104 E 14th Street, Idaho Falls, Idaho. Bowen clarified that she is not opposed to the use of the alley and suggested more use of the alley for enter/exit. Bowen stressed the importance of maintaining the alley with pavement/plowing.

Karlene Brown, 190 12th Street, Idaho Falls, Idaho. Brown clarified that she does want the applicant to use the alley and was only concerned with the maintenance of the alley.

Dixon closed the public hearing.

Dixon reminded the Commissioners about the variance on the parking circulation to include the alley; and parking lot landscaping variance. Dixon also suggested considering hour of operation.

Wimborne stated her support for the proposed use of the building and is in favor of the variances the staff has outlined. Swaney stated the proposal is well thought out and the use will be an asset to the community with very minimal impact to the community at large. Foster asked how long the CUP would be used before they rezoned the property. Dixon indicated that if they wanted to rezone it to R-3A they would have to come back for a rezone, otherwise the CUP can stay in place as long as the use is consistent with the CUP as approved. Black asked if the CUP changes with ownership. Cramer indicated that if the building changes ownership they are supposed to renew the CUP with City Council.

Wimborne moved to recommend to the Mayor and City Council approval of the Conditional Use Permit for RSC-1 use of medical and professional offices within an R-3 Zone for the Third Ward Medical Offices at 187 E 13th Street, as presented, with variances to allow for the use of the alley and City Street for circulation and the lower requirement for landscaping to allow for additional parking, Black seconded the motion.

The Commissioners discussed if there was a need to add the paving requirement or hours of operation to the motion. Swaney indicated that the commitment from the developer was normal business hours for similar uses in the community and Swaney encouraged the applicant to clearly define to the City Council that they are committing to improving the alley and maintaining the alley.

Dixon and Beutler discussed the maintenance of the alley. Beutler indicated that as part of the site plan process public works will require that the alley be paved and it is noted on the site plan that was provided as part of the application that their intent is to repave the alley.

Dixon called for a vote on the motion and it passed unanimously.

3. PLANNED UNIT DEVELOPMENT. (Saturn Park Townhomes). Beutler presented the staff report, a part of the record. Black and Beutler discussed the extension of Saturn Ave. and confirmed that the applicant will make the improvements to include curb, gutter and sidewalk on the west side and possibly the east side. Black asked about the possibility of the park that could be created with the City owned property. Beutler indicated that Parks and Recreation is aware of the property and is unsure if they are going to pursue the project or leave the property as open space. Black clarified that Saturn would have street parking.

Dixon opened the public hearing.

Applicant:

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

CONDITIONAL USE PERMIT FOR A R-3A AND RSC-1 ZONE USE OF MEDICAL AND PROFESSIONAL OFFICE WITHIN AN R-3 ZONE

WHEREAS, the applicant filed an application for a final plat on May 6, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 7, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on July 14, 2016 and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is located at 187 E. 13th Street, generally east of S. Boulevard, west of Holmes Avenue.
3. The building was built between 1928 and 1934 and is the site of the old Third Ward Church.
4. The property was rezoned from R-2, with a PT-2 overlay, to R-3 in August of 2015.
5. The Zoning Ordinance provides for the use within the R-3 Zone provided the following conditions are met:
 - (a) A conditional use permit is obtained in accordance with the provisions of this Zoning Code.
 - (b) The use is conducted only within existing buildings or structures located on the premises at the time the application is made, without substantial exterior remodeling or expansion of the existing building or buildings.
 - (c) The use contemplated is of such a nature that it may, with appropriate conditions as set forth in this Zoning Code, be conducted on the premises without substantially disrupting the character of the surrounding area or materially conflicting with the general characteristics of the area designated in the Comprehensive Plan.
6. Because the site is existing and being converted from a church use to an office use the project requires variances from the City's parking lot circulation standards and the 10% internal landscaping within the parking lot.
7. State statute allows the City Council as part of the conditional use permit process to provide a variance to these standards required by the zoning ordinance.
8. The Planning Commission recommended approval of the conditional use permit and variance requests because the applicants intend to improve the alley and 13th street, as a one-way street, supports the circulation pattern through the parking lot. The site also has substantial green space which needs to be maintained and the site needs to maximize parking to offset impacts to the neighborhood.
9. The site meets all other requirements for development.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Conditional Use Permit and associated variances for an R-3A and RSC-1 Zone use of medical and professional office within an R-3 zone.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor