CITY OF IDAHO FALLS, IDAHO
COUNCIL MEETING AGENDA
REGULAR MEETING

Thursday, August 28, 2014 **7:30 p.m.**

COUNCIL CHAMBERS
680 PARK AVENUE

The Mayor, City Council, and Staff welcome you to tonight's meeting. We appreciate and encourage public participation. If you wish to comment on a matter that is NOT on the Agenda, you should comment during Agenda Item Number 3. If you do not know whether the Mayor will allow comments on an Item on tonight's Agenda (other than during a public hearing), your comments should be made during Agenda Item Number 3. 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. Thank you for your interest in City Government.

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

2. **Pledge of Allegiance.**

3. **Public Comment and Mayor's Response Time (Limit 15 Minutes)**: *This is the opportunity for members of the public to speak to the Council regarding matters that are NOT on the Agenda, NOT noticed for a public hearing, NOT currently pending before the Planning Commission or Board of Adjustment; NOT the subject of a pending enforcement action; and NOT relative to a City personnel matter. If you want to speak, please state your name and address for the record and please limit your remarks to three (3) minutes. The Mayor and/or staff may respond to comments from a previous meeting. NOTE: 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 that your comments may be made later in the meeting, she will let you know when you may make your comments.*

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

a. Items from the City Clerk:

1. Approval of Minutes from the August 6, 2014 Budget Work Session, the August 7, 2014 Budget Work Session, the August 11, 2014 Council Work Session, and the August 14, 2014 Regular Council Meeting.

2. Approval of License Applications, including a BEER TO BE CONSUMED ON THE PREMISES LICENSE to Tandoori Oven, all carrying the required approvals.

b. Items from the Airport Director:

1. FAA Grant Offer, AIP No. 3-16-0018-039-2014 in the amount of $1,888,760.00 for the Design, Construction, and Construction Administration of the Airport Apron, Taxilane and Access Road Project. This grant represents 93.75% of the costs, with the remaining 6.25% funded by Airport budgeted resources. The Airport Division respectfully requests approval and authorization for the Mayor and City Attorney to execute and certify said document.

2. Change Order No. 6 with Barry Hayes Construction, LLC for the Terminal Expansion Project. This Change Order is a credit due to a previous billing discrepancy by the contractor. This credit decreases the project cost by $4,250.00 for a revised contract total of $2,399,004.97. The Federal Aviation Administration (FAA) has reviewed and approved this Change Order. The Airport Division respectfully requests City Council approval of said document and authorization for the Mayor to execute the necessary documents.

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

5. **REGULAR AGENDA**:

A. **Municipal Services Division**:

1. **Ralph Isom Farm Lease Extension Agreement**: This is a proposed Lease Agreement between the City of Idaho Falls and Ralph Isom for City-owned property located west of Idaho Falls. The City Attorney has reviewed and approved this Lease Agreement. It is not anticipated that this property will be needed for public purposes during the term of the Lease. It is respectfully requested that Council approve the Lease Agreement and authorize the Mayor and City Clerk to execute the necessary documents.

ACTION: To approve the Farm Lease Agreement between the City of Idaho Falls and Ralph Isom and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2. **Idaho Army National Guard Supplemental Agreement No. 7**: This is the Idaho National Guard Supplemental Agreement No. 7. Said agreement will extend for an additional five years to construct and maintain access to the City of Idaho Falls sanitary disposal area located on Cinder Butte Road. Municipal Services Division respectfully requests that the City Council approve said Agreement and give authorization for the Mayor to execute the necessary documents.

ACTION: To approve the Idaho National Guard Supplemental Agreement No. 7 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

3. **Parking Lot Lease Agreement between City of Idaho Falls and Watersprings School**: This is a proposed Lease Agreement between the City of Idaho Falls and Watersprings School for City-owned property located at 574 4th Street. The City Attorney has prepared and approved the attached Lease. It is not anticipated that the property will be needed for public purposes during the term of this Agreement. Municipal Services Division respectfully requests that Council approve said Lease Agreement and give authorization for the Mayor and City Clerk to execute the necessary documents.

ACTION: To approve the Parking Lot Lease Agreement between City of Idaho Falls and Watersprings School and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

B. **Idaho Falls Power Division**:

1. **Acceptance of Qualified Bidders for Old Lower Plant Generator Rewind Project**: At the June 26 City Council Meeting, Council authorized staff to prequalify potential bidders for work associated with the rewind of the generators from the Old Lower Plant as part of the upgrade to that facility. This project is a subset of the Old Lower Plant Upgrade and Rewind Project in the Capital Improvement Plan and is included in both the Fiscal Year 2014 and Fiscal Year 2015 Budgets. Six potential bidders responded to our advertised solicitation. The responses have been reviewed by our engineer, Mooney Consulting, with five meeting the requirements for prequalification. All firms were notified by mail of their prequalification status on August 11. Idaho Falls Power requests that the City Council approve prequalification of Integrated Power Services, Australian Winders, GE Industrial Solutions, Alstrom Power Inc., and Seattle Industrial Motor and Machine, and authorize the bid package to be mailed to these contractors for competitive bidding.

ACTION: To approve prequalification of Integrated Power Services, Australian Winders, GE Industrial Solutions, Alstrom Power, Inc., and Seattle Industrial Motor and Machine and give authorization for the bid package to be mailed to these contractors for competitive bidding of this project (or take other action deemed appropriate).

2. **Tabulation and Award of Bid for Fiscal Year 2015 Line Clearance Project**: This is the bid tabulation for the Fiscal Year 2015 Line Clearance Project. The sole bid received was from Davey Tree Surgery Company. This is the same company who has subcontracted this work for the last several years. Idaho Falls Power staff has been very pleased with the work done by Davey Tree. Idaho Falls Power continues to realize reduction in vegetation related outages due to the proactive line clearance practices. Idaho Falls Power recommends City Council award the bid to Davey Tree Surgery Company for a not to exceed amount of $325,000.00, and authorize the Mayor and City Clerk to sign the documents.

ACTION: To accept the bid provided by Davey Tree Surgery Company to complete the Fiscal Year 2015 Line Clearance Project for a not to exceed amount of $325,000.00 and give authorization for the Mayor and City Clerk to execute the necessary contract documents (or take other action deemed appropriate).

6. **Public Hearing – Adoption of 2014-2015 Proposed New Fees and Fee Increases**: Municipal Services Division respectfully requests the Mayor and Council approval of the 2014-2015 proposed fees including new fees and fee increases. The proposed new fees and fee increases were advertised August 17, 2014 and August 24, 2014 as required by Idaho Code. The Public Hearing is scheduled for 7:30 p.m., Thursday, August 28, 2014, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho.

ACTION: To approve the Resolution adopting a Schedule of Revised Fees for services provided and regularly charged as specified by City Code and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

7. **Public Hearing – Adoption of 2014-2015 Fiscal Year Budget**: This is the proposed Annual 2014-2015 Fiscal Year Budget that was tentatively approved on August 14, 2014 by the Mayor and City Council and has been advertised as required by Idaho Code. Municipal Services respectfully requests the adoption of the 2014-2015 Fiscal Year Budget in the amount of $177,578,424.00 and the attached Appropriation Ordinance, appropriating the monies to and among the various funds.

ACTION: To approve the Ordinance adopting the 2014-2015 Fiscal Year Budget in the amount of $177,578,424.00 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).

Motion to Adjourn.

If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Rosemarie Anderson at Telephone Number 612-8414 or the ADA Coordinator Lisa Farris at Telephone Number 612-8323 as soon as possible and they will make every effort to adequately meet your needs.

CONSENT AGENDA:

IDAHO FALLS REGIONAL AIRPORT

2140 N. Skyline Drive #12
Idaho Falls, ID 83402
Phone: (208) 612-8224
Fax: (208) 612-8517

MEMORANDUM

To: Honorable Mayor and City Council

From: Craig H. Davis, Airport Director

Date: August 28, 2014

Subject: **FAA Grant Offer**
AIP No. 3-16-0018-039-2014
Airport Apron, Taxilane and Access Road Project

Attached is an FAA Grant Offer, AIP No. 3-16-0018-039-2014 in the amount of $1,888,760.00 for the Design, Construction and Construction Administration of the Airport Apron, Taxilane and Access Road Project. This grant represents 93.75% of the costs, with the remaining 6.25% funded by Airport budgeted resources.

The Airport Division respectfully requests approval and authorization for the Mayor and City Attorney to execute and certify said document.

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

August 20, 2014

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

Grant Offer, AIP Project No. 3-16-0018-039-2014
Contract No. DOT-FA14NM-2052
DUNs No. 092027010
Idaho Falls Regional Airport
Idaho Falls, Idaho

Dear Mayor Casper:

We are enclosing two (2) copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-16-0018-039-2014 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 designated sponsor's representative must execute the grant, followed by your attorney's certification, by **September 5, 2014**, in order for the grant to be valid. The attorney's signature date must be ***on or after*** the sponsor's signature date.

  If the sponsor's 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.

- No change may be made by you or your representative to 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 49 CFR § 18.21, 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. 4 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.

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.

Please print and attach a copy of the new Airport Sponsor Assurances dated 3/2014 to your grant application dated June 12, 2014, and amended by letter dated July 24, 2014. The Airport Sponsor Assurances can be obtained from the FAA website at: (http://www.faa.gov/airports/aip/grant_assurances/). Also, please print and attach a copy of the new AC Checklist for AIP and PFC Projects dated 3/20/2014 for your files. This is also on the FAA website at: (http://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf). The applicable assurances and AC checklist are required to be included with each grant agreement.

A copy of an "**A-133 Single Audit Certification Form**" is enclosed. Please complete and return a copy to the office with the executed Grant Agreement. Please make a copy for your files.

In accordance with **OMB Circular A-133** "***Audits of States, Local Governments, and Non-Profit Organizations***", if your organization expends $500,000 or more a year (calendar or fiscal) in total Federal financial assistance, then you must conduct an audit in accordance with OMB Circular A-133 and submit it to the Federal Audit Clearinghouse, regardless of whether there are any significant findings. In accordance with your AIP grant agreement, you must also provide a copy of the audit information to this office.

Prevention and reduction of Vehicle/Pedestrian Deviations (V/PD) and runway incursions is a major FAA safety initiative. We are providing all towered airport sponsors with planned 2014 construction projects with Runway Safety Action Team (RSAT) briefing and educational materials. Please use the enclosed FAA Guide to Operations, "*A Comprehensive Guide to Safe Driving on the Airport Surface*" and copy of a guide for "*Reducing the Potential for V/PD and Runway Incursions*" for your preconstruction discussion with contractors, airport employees, tenants, and other airport users.

Steve Engebrecht is the assigned program manager for this grant and is 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 regarding the Grant Offer, Audit Certification Form, or RSAT materials, please contact this office at (406) 449-5271.

Sincerely,

David S. Stelling, Manager
Helena Airports District Office

Enclosures (6)

cc: Via e-mail
Craig Davis, Manager, Idaho Falls Regional Airport
Nathan Cuvala, TO-Engineers, Boise, ID
Melissa Kaplan, Idaho Transportation Department – Division of Aeronautics

A-133 Single Audit Certification Form

The Single Audit Act of 1984, implemented by OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) establishes audit requirements for State and local governments that receive Federal aid. State or local governments (City, County, Airport Board) that expend $500,000 or more a year (calendar or fiscal) in total Federal financial assistance must conduct an audit and submit it to the Federal Audit Clearinghouse. For more information on the Single Audit Act requirements please reference the following web site: http://harvester.census.gov/sac/

This notice is our request for a copy of your most recent audit, whether or not there are any significant findings. In accordance with your Airport Improvement Program (AIP) grant agreement, you must also provide that information to your local Airports District Office (ADO). 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 A-133 Single Audit requirements (expended $500,000 or more in total Federal funds for the fiscal/calendar year noted above) and are taking the following action:

- ☐ The A-133 single audit for this fiscal/calendar year has been submitted to the FAA.
- ☐ The A-133 single audit for this fiscal/calendar year is attached.
- ☐ The A-133 single audit report will be submitted to the FAA as soon as this audit is available.

☐ We are exempt from the Single Audit A-133 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	August 20, 2014
Airport/Planning Area	Idaho Falls Regional Airport (IDA)
AIP Grant Number	3-16-0018-039-2014 (Contract No. DOT-FA14NM-2052)
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 **June 12, 2014,** and amended by letter dated **July 24, 2014,** for a grant of Federal funds for a project at or associated with Idaho Falls Regional Airport, Idaho Falls, Idaho, both of which are included as part of this Grant Agreement; and

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

Construct Apron; Construct Taxiway; Construct Access Road

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 3/2014 and updated on April 3, 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 $1,888,760.00.

   For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

   $0.00 for planning

   $1,888,760.00 for airport development or noise program implementation

   $0.00 for land acquisition.

2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

3. **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.

4. **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.

5. **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.

6. **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 **September 5, 2014**, or such subsequent date as may be prescribed in writing by the FAA.

7. **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.

8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **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 866–492–0280) or the Internet (currently at http://fedgov.dnb.com/webform).

10. **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.

11. **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 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. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

    By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

18. **Ban on Texting When 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 when driving in all subgrants, contracts and subcontracts.

19. **Trafficking in Persons.**
    A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that 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) are:
        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 Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

20. **Exhibit A Incorporated by Reference.** The Exhibit "A" updated **June 11, 2010**, and attached to the Airport Layout Plan approved on October 15, 2010, is incorporated herein by reference.

SPECIAL CONDITIONS

21. **NEW AIRPORT SPONSOR ASSURANCES:** The new "Assurances for Airport Sponsors" dated 3/2014 and "FAA Advisory Circulars Required for Use in AIP Funded and PFC approved Projects" dated 3/20/2014, are hereby incorporated herein and made a part of the Project Application submitted by the Sponsor dated **June 12, 2014,** and as amended by letter dated **July 24, 2014.** The applicable assurances and AC checklist are required to be included with each grant application.

22. **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.

23. **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.

24. **SPONSOR PERFORMANCE REPORT:**

A. **For non-construction projects** – the Sponsor understands and agrees that in accordance with 49 CFR 18.40 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.

25. 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.

D. 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:

1. inspection date;
2. location;
3. distress types; and

4. maintenance scheduled or performed.

E. 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.

26. **PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF $250,000:** The Sponsor agrees to:

A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
4. Qualifications of engineering supervision and construction inspection personnel.
5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

B. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.

C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

27. **GRANT APPROVAL BASED UPON CERTIFICATION:** The FAA and the Sponsor agree that the FAA approval of this grant is based on the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. 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

David S. Stelling
(Signature)

David S. Stelling
(Typed Name)

Manager, Helena Airports District Office
(Title)

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 Designated Official Representative)

By: _____
(Typed Name of Sponsor's Designated Official Representative)

Title: _____
(Title of Sponsor)

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 _____ 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.

IDAHO FALLS REGIONAL AIRPORT
2140 N. Skyline Drive #12
Idaho Falls, ID 83402
Phone: (208) 612-8224
Fax: (208) 612-8517

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig H. Davis, Airport Director

DATE: August 28, 2014

SUBJECT: **Airport Terminal Expansion Project - Change Order No. 6**

Attached is change order No. 6 for the Terminal Expansion Project. This change order is a Credit due to a previous billing discrepancy by the contractor. This Credit decreases the project cost by $4,250.00 for a revised contract total of $2,399,004.97.

The FAA has reviewed and approved this change order.

The Airport Division respectfully requests City Council approval of said document.

Respectfully submitted,

Craig H. Davis
Airport Director

c: City Clerk

CONTRACT CHANGE ORDER NO. 6

or

SUPPLEMENTAL AGREEMENT NO. _____

AIRPORT Idho Falls Regional **DATE** August 12, 2014

LOCATION Idho Falls, Idaho **AIP PROJECT NO.** 3-16-0018-038

CONTRACTOR Barry Hayes Constr.,LLC

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

Item No.	Description	Unit	Unit Price	Quantity	Amount
1	Cabinetry-certification	LS	(4250)	1	(4,250)
This Change Order Total	**$(4,250.00)**				
Previous Change Order(s) Total	**$ 127,408.97**				
Revised Contract Total	**$2,399,004.97**				

The time provided for completion in the contract is (unchanged) (decreased) (increased) by -0- working days. This document shall become an amendment to the contract and all provisions of the contract will apply. Changes are shown on Drawing(s) No. N/A dated _____, three copies attached.

Recommended by: _____ **August 12, 2014**
~~Engineer~~ ARCHITECT — **Date**

Approved by: _____ _____
Owner — **Date**

Accepted by: _____ 8·12·14
Contractor — **Date**

Concurred by: _____ _____
State Aeronautics (if applicable) — **Date**

Approved by: _____ _____
Federal Aviation Administration — **Date**

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

AIP PROJECT NO. 3-16-0018-038 CHANGE ORDER NO. 6
(Supplemental Agreement)

AIRPORT Idaho Falls Regional LOCATION Idaho Falls, Idaho

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed contract change(s) and location(s).
Descrptions attached in letter from Insight letter of July 31,2014 attached to this Change order No. 6.

2. Reason(s) for the change(s) *(Continue on reverse if necessary)*
Justification attached in Insight letter attached to this Change Order 6.

3. Justifications for unit prices or total cost.
Contractors cost proposal was reviewed by appropriate discipline for reasonableness of proposed costs
Cost information was submitted to FAA over the last month for review & concurrence.

4. The sponsor's share of this cost is available from:
Existing Budget for the project.

5. If this is a supplemental agreement involving more than $2,000, is the cost estimate based on the latest wage rate decision? Yes ☐ No ☐ Not Applicable ☒.

6. Has consent of surety been obtained? Yes ☐ Not Necessary ☒.

7. Will this change affect the insurance coverage? Yes ☐ No ☒.

8. If yes, will the policies be extended? Yes ☐ No ☐.

9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials?
Yes ☒ No ☐ When August 11, 2014 With Whom Steve Engebrecht

Comment Has reviewed and concurred

Submit 4 copies to the FAA

INSIGHTarchitects,pa
Russ Phillips + Dana Kauffman

July 31, 2014

Lillian Bowen
JVIATION
Project Manager
2422 12th Ave. Rd.
Nampa, ID 83686

RE: AIP# 3-16-0028-0038
I.F.R.A. Terminal Expansion
2140 N. Skyline Drive
Idaho Falls, ID 83405

Mrs. Bowen,

I'm writing this letter to describe the circumstances regarding a specification modification that is planned to be included in Change Order #06 for the IFRA Terminal expansion project. I'm hoping this will serve as sufficient backup for a modification of the federal funding for this project.

Specification Section 064116 Plastic and Metal-Laminate-Faced Architectural Cabinets

The cabinet specification required the Contractor to receive Architectural Woodwork Institute's (AWI) cabinetry certificates stating that the cabinetry as installed meets AWI's standards. After inspection it was found that there were several items which did not meet AWI's standards that would require repair and re-inspection. The cabinetry contractor found that repair would be infeasible due to the nature of the cabinetry construction, including several locations that are designed to have removable panels for future convenience of the Airport.

The Director of Aviation, along with the design team, has determined that the cabinetry is functioning adequately and the aesthetics, as installed, is sufficient. Upon further discussion with the City an option to alleviate the requirement for AWI certificates if a credit was given back to the project equal to the value of this work. Additionally, the Contractor would be required to sign a document that would hold the Airport and the City of Idaho Falls harmless and defend them against any claims having to deal with the lack of AWI certification.

The pricing for this credit was determined through personal interviews with AWI representatives and a local cabinet shop, Idaho Custom Wood Products. A general rule of thumb for the price for this certification is 10% of the total cabinetry contract. The schedule of values for cabinetry on this project is roughly $37,000 – 10% of which would be $3,700. The contractor has provided a credit of more than this, totaling $4,250. We find this credit to be sufficient enough to alleviate this requirement from the specifications/ project.

Sincerely,

Rob TeBeau, Architect
INSIGHTarchitects pa

REGULAR AGENDA:

CITY OF IDAHO FALLS

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

MUNICIPAL SERVICES

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

August 14, 2014

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **RALPH ISOM FARM LEASE EXTENSION AGREEMENT**

Attached for your consideration is the proposed lease agreement between the City of Idaho Falls and the Ralph Isom, for City owned property located west of Idaho Falls.

The City Attorney, Randy Fife, has reviewed and approved this lease agreement. It is not anticipated that this property will be needed for public purposes during the term of the lease.

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

Respectfully,

CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch
Attachment

LEASE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND RALPH ISOM

THIS LEASE AGREEMENT BETWEEN CITY OF IDAHO FALLS AND RALPH ISOM (hereinafter "LEASE AGREEMENT"), made this _____ day of August, 2014, is made by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho, 83405 (hereinafter "CITY"), and RALPH ISOM, an individual whose address is _____ (hereinafter "LESSEE").

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the mutual covenants, conditions and obligations set forth herein, the parties agree as follows:

1. **Leased Premises**. CITY hereby leases to LESSEE for a term of one (1) year commencing on August 1, 2014 and ending on July 31, 2015, the following described land (hereinafter "LEASED PREMISES") lying and being in Bonneville County, Idaho, to wit:

Lot 4 and SW ¼ SE ¼, Section 1, and Lots 1 & 2 and W ½, NE ¼, Section 12, Township 2 North, Range 36, E.B.M. containing 240 acres more or less.

2. **Rent.** LESSEE agrees to pay to CITY as rental for the Premises, the sum of Three Hundred Twenty Dollars ($320) per year as rent for said LEASED PREMISES, payable annually in advance commencing August 1, 2014.

3. **Fencing**. LESSEE shall, at his own proper expense, place or cause to be placed a lawful fence around the entire LEASED PREMISES. LESSEE may make use of the fence now exists along the east side of the LEASED PREMISES, but that portion of the fence (as repaired, if needed) shall remain the property of CITY. At the termination of this LEASE AGREEMENT or its renewal, LESSEE may remove at his expense any and all fencing materials installed along the north, west and south sides of the LEASED PREMISES.

4. **Well**. LESSEE may use the existing well hole on the LEASED PREMISES, but LESSEE shall furnish at his expense all equipment, pump, motor, and power which may be required to irrigate the premises, and at the termination of this LEASE AGREEMENT, or any renewal thereof, LESSEE may, at his expense, remove any such equipment, pump and/or motor.

5. **Maintenance of Premises.** LESSEE agrees to keep the demised premises clear of any debris, trash, weeds, clutter or other unattractive items of personal property. LESSEE shall also keep the demised premises reasonably clear of snow, ice or other obstruction or hazard. LESSEE agrees that CITY shall have no responsibility whatsoever for such maintenance and care. LESSEE shall also be responsible for maintenance of the fence surrounding the demised premises.

6. **Inspections**. CITY may enter the LEASED PREMISES at all reasonable times for the purposes of inspection and removal of debris.

7. Use of Premises. LESSEE agrees to use the land only for grazing of livestock and agrees that use of land will always be in compliance of law. Such use shall be subject to and shall in all respects conform to all applicable rules and regulations. LESSEE agrees to comply with all reasonable directives issued by CITY as necessary to facilitate and ensure the safe and efficient operation of the demised premises.

8. Utilities. LESSEE shall be responsible for and pay all utilities for the demised premises.

9. Maintenance of Premises. LESSEE agrees to keep the demised premises clear of any debris, trash, weeds, clutter or other unattractive items of personal property. LESSEE shall also keep the demised premises reasonably clear of snow, ice or other obstruction or hazard. LESSEE agrees that CITY shall have no responsibility whatsoever for such maintenance and care. LESSEE shall also be responsible for maintenance of the fence surrounding the demised premises.

10. Waste. LESSEE agrees not to commit nor permit any waste, or destruction of the demised premises or the improvements hereon, and shall upon the expiration of the term hereof, return the premises to CITY in as good a condition as the same now exits.

11. Compliance With Applicable Law. LESSEE agrees at all times herein to comply with all applicable rules, regulations, ordinances, statutes or administrative laws of the City of Idaho Falls.

12. Compliance With Environmental Laws. LESSEE agrees not to store, dispose, use or allow the use of any "hazardous substance" or "hazardous waste" upon the demised premises, as such term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA," 42 U.S.C. § 9601, et seq.), the clean Water Act ("CWA," 33 U.S.C. § 1251, et seq.), the clean Air Act ("CAA," 42 U.S.C. § 7401, et seq.), the Toxic Substances control Act ("TSCA," 15 U.S.C § 2601, et seq., the Resource Conservation and Recovery Act of 1976 ("RCRA," 42 U.S.C. § 6901, et seq.), the Idaho Environmental Protection and Health Act of 1972 ("IEPHA," Title 39, Chapter 1, Idaho Code), the Idaho Hazardous Waste Management Act of 1983 ("IHWMA," Title 39, Chapter 44, Idaho Code) or any other similar state or federal law or regulation regulating the use, storage, transport or manufacture of a hazardous substance (such laws and regulations are hereafter referred to as "Environmental Laws"), without first sending written notice of such intended use to CITY at least sixty (60) days prior to the commencement of such use. Such notice shall specifically describe the hazardous substance involved, the reason for such use and all methods, precautions and procedures to be employed by LESSEE to ensure such hazardous substance is not released into the environment. LESSEE also agrees to strictly comply with all terms and provisions of such acts, statutes and laws, and any other similar environmental law or any rule or regulations, enacted or promulgated after the date hereof, and to design and construct all facilities in a manner which reasonably ensures hazardous substances will not be released into the environment. CITY may prohibit the use, storage, or deposit of such substances until LESSEE demonstrates to CITY's complete satisfaction that such proposed use will comply in every respect with such laws and that such use will be conducted in a proper and safe manner.

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

If LESSEE gives notice of an intent to use such hazardous substances, CITY may require that LESSEE annually submit a written site assessment and environmental audit to CITY, in scope, form and substance satisfactory to CITY, and prepared by an independent, competent and qualified licensed engineer showing that the engineer has conducted an environmental audit of the premises, consistent with good commercial and customary practice and certifying that no evidence or indication came to light which would suggest there has been a release of hazardous substances on the demised premises or which would necessitate an environmental response action by the United States government or the State of Idaho, or any agency thereof. Such assessment shall further certify that LESSEE's use of the premises and the condition of the premises, complies with and does not deviate from all applicable environmental statutes, laws, ordinances, rules and regulations, including any licenses, permits or certificates required thereunder. If any environmental response action is initiated by any federal or state agency as a result of LESSEE's use, storage, generation, disposal or transport of hazardous substances upon the demised premises, CITY may require such environmental audit and inquiry be conducted more frequently than annually and as frequently as necessary to ensure LESSEE's compliance with the terms and provisions hereof. If any environmental response action is initiated or taken by any state or federal regulatory agency as a result of such use by LESSEE, CITY may require LESSEE to post and deliver a performance bond or policy of insurance indemnifying and holding the CITY harmless from any and all reasonably foreseeable costs, penalties, fines or response costs of any kind which may be assessed by such agency on account of LESSEE's failure to comply with the provisions of such environmental laws and regulations, as a condition for LESSEE's continued use of the premises pending determination by a court of law of LESSEE's compliance with such statutes.

If LESSEE fails to strictly comply with the Environmental Laws, CITY may immediately and without prior notice enter upon the premises and take such response action as reasonably necessary to bring the property into compliance with such laws and comply with any response action taken by any agency charged with the enforcement thereof. In such event, all costs, expenses and consultants' fees incurred by CITY for such response or remediation effort shall be promptly and immediately paid by LESSEE, and together with interest at a rate of twelve percent (12%) per annum until paid, from the date such costs were incurred by CITY.

If LESSEE has used, stored or transported a hazardous substance or waste upon the premises, CITY may, at the termination of this LEASE AGREEMENT, perform an environmental audit of such scope and extent determined necessary by CITY, in order to determine LESSEE's compliance with the terms and provisions of this paragraph. Such audit shall be performed at the sole expense of LESSEE.

LESSEE agrees to indemnify and save CITY harmless from any and all damages, remedial orders, judgments, decrees, costs and expenses, including but not limited to attorneys' fees, consultants' fees, clean-up costs, removal and response costs arising from LESSEE's

failure to strictly comply with the terms and provisions of this paragraph. The terms and provisions of this paragraph shall survive the termination of this LEASE AGREEMENT and shall remain in effect for the full period of any statute of limitations with respect to the enforcement of the Environmental Laws or the terms and conditions of this LEASE AGREEMENT, whichever is longer. Nothing herein shall be deemed to impose upon LESSEE any obligation or duty to indemnify CITY on account of any violation of the environmental laws by CITY or by any leaseholder who was in possession of the demised premises prior to the commencement of the term of this LEASE AGREEMENT.

The terms and conditions of this paragraph shall survive the termination or expiration of this LEASE AGREEMENT.

13. Liability Insurance. LESSEE shall obtain and keep in force during the term of this LEASE AGREEMENT a liability policy in the face amount of not less than $500,000, which policy names CITY as an additional insured.

14. Insurance Policies. Insurance required herein shall be in companies licensed to do business within the State of Idaho and acceptable to the CITY and shall provide that the same shall not be cancelled, except after at least thirty (30) days advance written notice to the CITY. LESSEE shall provide a copy of the Declaration page and each endorsement page evidencing such coverage to CITY within fifteen (15) days after the execution of this LEASE AGREEMENT.

15. Hold Harmless. LESSEE shall indemnify, defend, and hold CITY harmless from any and all claims arising from LESSEE's use of the Premises or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by LESSEE in the demised premises and shall further indemnify, defend, and hold CITY harmless from and against any and all claims arising from any breach or default in the performance of any obligations on LESSEE's part to be performed under the provisions of this LEASE AGREEMENT or arising from any negligence of LESSEE or any of its agents, contractors, employees, or invitees and from any and all costs, reasonable attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. LESSEE hereby assumes all risk of damage to property or injury to persons in the demised premises from any cause, and LESSEE hereby waives all claims in respect thereof against CITY, excepting where said damage or injury arises out of: (a) negligence or willful misconduct of CITY or any of its agents, contractors, employees or invitees; or (b) CITY's breach of this LEASE AGREEMENT. CITY shall indemnify, defend, and hold LESSEE harmless from any and all claims arising from any damage to property or injury to persons caused by any negligence or willful misconduct of CITY or any of its agents, contractors, employees or invitees (except for LESSEE) in, on, or about the building of which the demised premises are a part and shall further indemnify, defend, and hold LESSEE harmless from and against any and all claims arising from any breach or default in the performance of any obligations on CITY's part to be performed under the provisions of this LEASE AGREEMENT and from any and all costs, reasonable attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Neither party shall be liable in any event for incidental or consequential damages to the other by reason of any default hereunder. The provisions of this Section 18 shall survive the expiration or earlier termination of this LEASE AGREEMENT arising in connection with any

event occurring prior to such expiration or termination.

16. Discrimination. LESSEE shall not, on the grounds of race, color or gender identity/expression, sexual orientation, national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable state or federal law.

17. No Assignment of Lease Agreement. LESSEE shall not assign, mortgage, encumber, sublease or transfer this Lease or any part thereof, or improvements thereon or any privileges arising hereunder.

18. Termination of LEASE AGREEMENT. This LEASE AGREEMENT will terminate upon failure of LESSEE to perform the agreements upon his part to be performed, and may be cancelled by CITY upon sixty (60) days written notice being given to LESSEE, but only if the use of said land shall be required for a public purpose. In such event, CITY shall refund the rent paid for the year in which the LEASE AGREEMENT is cancelled, and shall reimburse LESSEE for the cost of removing his fence.

19. Default. In the event LESSEE shall file or have filed against it a petition under the Bankruptcy Act, or shall make as assignment for the benefit of creditors, become insolvent, or fail to fully and faithfully comply with the terms and provisions hereof, then and in such event, LESSEE shall be deemed to be in default of this LEASE AGREEMENT, and in the event LESSEE shall fail to cure such default within thirty (30) days after written notice shall have been given to them by CITY in a manner provided hereinbelow, CITY may elect to terminate this LEASE AGREEMENT or alternatively or in addition thereto, CITY may pursue any other remedies at law or in equity to enforce the performance of this LEASE AGREEMENT or to recover damages for the breach thereof. Such notice shall generally set forth the nature of the default claimed by CITY.

20. Notices. All notices required under the terms of this LEASE AGREEMENT shall be given by depositing a copy of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the receiving party at the address set forth below, or such other addresses as may be given in a writing delivered to the sending party. All notices shall be deemed to be received upon their deposit in the United States mail in the manner provided above. For the purposes of this paragraph, the parties' addresses are as follows:

City of Idaho Falls P.O. Box 50220 Idaho Falls, Idaho 83402	Ralph Isom Isom Farms, LLC 5584 W. 33rd N. Idaho Falls, Idaho 83402-5334

21. Waiver/Invalidity. If either party waives a breach of this LEASE AGREEMENT, such waiver shall not be construed as a waiver of any other simultaneous or subsequent breach of this LEASE AGREEMENT. If any provision of this LEASE AGREEMENT is found invalid, such invalidity shall not affect the enforceability of any other term or provision of this LEASE AGREEMENT.

22. Jurisdiction and Venue. It is agreed that this LEASE 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.

23. Binding Effect. This LEASE AGREEMENT shall be binding upon the heirs, successors, or personal representatives of the parties hereto.

24. Complete Agreement. The parties acknowledge and agree that this writing shall constitute the complete and final agreement of the parties hereto, that all prior negotiations, representations or understandings of the parties shall be deemed to merge into and are superseded by this LEASE AGREEMENT. This LEASE AGREEMENT may be amended only by written agreement duly and regularly executed by the parties hereto.

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

ATTEST:

_____
Rosemarie Anderson
City Clerk

CITY OF IDAHO FALLS

By:_____
Rebecca L. Noah Casper
Mayor

LESSEE

By_____
Ralph Isom

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of August, 2014, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

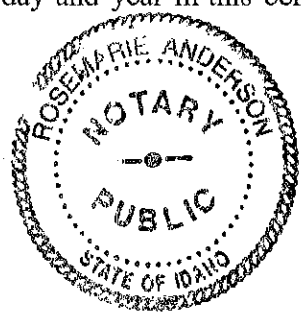
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public for State of Idaho
Residing at Idaho Falls, Idaho
(Seal) My Commission Expires:_____

STATE OF IDAHO)
) ss:
County of)

On this 25th day of August, 2014, before me, the undersigned, a notary public, in and for said State, personally appeared Ralph Isom, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he is authorized to executed the same for and on behalf of his own behalf.

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



Rosemarie Anderson
Notary Public for State of Idaho
Residing at: Idaho Falls, Idaho
(Seal) My Commission Expires: 02-16-2018

CITY OF IDAHO FALLS

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

MUNICIPAL SERVICES

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

August 14, 2014

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **IDAHO ARMY NATIONAL GUARD SUPPLEMENTAL AGREEMENT #7**

Attached for your consideration is the Idaho National Guard Supplemental Agreement #7. The said agreement will extend for an additional five years to construct and maintain access to the City of Idaho Falls sanitary disposal area located on Cinder Butte Road.

Municipal Services respectfully requests that the City Council approve and authorize the Mayor to execute the document.

Respectfully,

CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch

Attachment

HEADQUARTERS, IDAHO ARMY NATIONAL GUARD
SUPPLEMENTAL AGREEMENT NUMBER 7
LICENSE NUMBER DACA 67 - 3 - 68 - 42
IDAHO FALLS NATIONAL GUARD TARGET RANGE, IDAHO

WHEREAS, the Department of the Army granted a License to the City of Idaho Falls to construct and maintain access to its sanitary disposal area, Idaho Falls National Guard Target Range, Idaho by virtue of Department of the Army License Number DACA 67-3-68-42 and Supplemental Agreement Numbers, 1, 2, 3, 4, 5, and 6, thereto for a term ending 30 September 2014; and;

Whereas, the Department of the Army has assigned responsibility for said License to the Army National Guard; and

Whereas, the Licensee has requested that said License be extended for an additional term beyond the current extend said License.

Now THEREFORE, said License No. DACA 67-3-68-42 is amended in the following particular:

The termination date is extended an additional five (5) years through 30 September 2019.

ALL OTHER TERMS AND CONDITION SHALL REMAIN THE SAME.

IN WITNESS WHERE OF, I have hereunto set my hand by authority of the United States Property and Fiscal Officer of Idaho on this 1st day of August 2014.

Farin D. Schwartz
Lieutenant Colonel
Idaho Army National Guard
Assistant USPFO for Real Property

City of Idaho Falls

By: _____

_____ _____
(Print or type name) Date

Title: _____

CITY OF IDAHO FALLS

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

MUNICIPAL SERVICES

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

August 22, 2014

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **WATERSPRINGS SCHOOL PARKING LOT LEASE**

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

Randall Fife, City Attorney, has prepared and approved the attached lease. It is not anticipated that the property will be needed for public purpose during this term of agreement.

Municipal Services respectfully requests that the Council approve said lease agreement and authorize the Mayor to execute the documents.

Respectfully,

CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch
Attachment

PARKING LOT LEASE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND WATERSPRINGS SCHOOL

THIS PARKING LOT LEASE AGREEMENT BETWEEN CITY OF IDAHO FALLS AND WATERSPRINGS SCHOOL (hereinafter "LEASE AGREEMENT"), made this 26TH day of August, 2014, is made by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho, 83405 (hereinafter "CITY"), and WATERSPRINGS SCHOOL f/k/a Calvary Chapel Christian School, whose address is 4250 S. 25th E. Idaho Falls, Idaho (hereinafter "LESSEE").

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the mutual covenants, conditions and obligations set forth herein, the parties agree as follows:

1. **Premises.** CITY agrees to lease to LESSEE, subject to the full and faithful performance of the terms, conditions and covenants contained herein, the parking lot space comprised of approximately fourteen (14) parking spaces located at 574 4th Street, Idaho Falls, Idaho, (hereinafter "Leased Premises"), as more particularly described in Exhibit "A" attached hereto and made a part hereof, and legally described in Exhibit "B" attached hereto. LESSEE shall be entitled to the exclusive use of such Leased Premises solely for the purpose of providing off-street parking for its employees and invitees to its premises located immediately south of the demised premises; however, CITY reserves the right, upon at least thirty (30) days prior advance written notice to LESSEE, to designate other adjacent parking spaces of equal size and comparable distance from Leased Premises as new premises for purposes of continuing this LEASE AGREEMENT. In the event such notice is given, LESSEE shall at the expiration of

such thirty (30) day notice, immediately vacate and surrender possession of the Leased Premises and thereafter cease all use Leased Premises. At that time, the parties shall amend this LEASE AGREEMENT to describe the new premises as designated by CITY, and provide for the immediate use of the new premises upon vacation of the previously identified Leased Premises.

2. **Initial Term and Options to Renew**. The term of this LEASE AGREEMENT shall be for one (1) year and shall commence on September 1, 2014 (Commencement Date), and shall terminate on August 31, 2015. LESSEE shall have the right and option to renew this LEASE AGREEMENT for two (2) additional consecutive periods of one (1) year each, provided LESSEE shall not then be in default of its obligations hereunder at the expiration of such initial term or extended term. Any term shall renew automatically unless LESSEE provides written notice to CITY of its intent not to exercise the option to renew a term no less than ninety (90) days prior to the end of a current term, or preceding extended term as the case may be, and provided LESSEE shall not then be in default of its obligations hereunder at the expiration of such original term or extended term. In the event LESSEE fails to give such notice, then and in such even, this LEASE AGREEMENT shall terminate and LESSEE shall forfeit all successive options to renew thereafter.

3. **Rental and Payment**. LESSEE agrees to pay to CITY as rental for the Leased Premises, the sum of Eight Dollars ($8) per parking space per month for a total of One Hundred Twelve Dollars ($112) per month commencing on the Commencement Date of this LEASE AGREEMENT, with each remaining monthly payment due on the first (1st) day of each calendar month thereafter throughout the term of this LEASE AGREEMENT. At the expiration of the term, and any renewal term throughout this LEASE AGREEMENT, or any extensions thereof, the amount of such rental shall be adjusted by multiplying the original rental by a fraction

determined as follows: The U.S. Consumer Price Index of all Urban Consumers (CPI-U), U.S. City Average, for November 2013, as determined by the U.S. Department of Labor, Bureau of Labor Statistics as denominator, and the most current CPI-U available at the time of such adjustment, as numerator.

4. **Use of Premises**. LESSEE is hereby granted the privilege of using the Leased Premises for the purpose of providing off-street parking for its employees and invitees to its business premises located immediately south of the demised premises.

5. **Limitation on Use.** LESSEE agrees that the Leased Premises and improvements thereon shall be used only for the temporary parking of private motor vehicles incidental to LESSEE's use, operation and maintenance of Watersprings School located on 4250 S. 25th E., Idaho Falls, Idaho. LESSEE further agrees that the Leased Premises shall not be used for any commercial purpose without the express written consent of CITY, which will not install or use any underground or above-ground fuel storage tanks upon the Leased Premises, without CITY's prior written consent, which will not be unreasonably withheld, conditioned or delayed.

6. **Utilities**. LESSEE shall be responsible for and pay all utilities for the Leased Premises. CITY shall have no obligation to construct or provide water or sanitary sewer service lines, electrical, sanitation, telephone, or other utility services to the Leased Premises.

7. **Maintenance of and Alteration to Premises**. LESSEE agrees to keep the Leased Premises clear of any debris, trash, weeds, clutter or other unattractive items of personal property. LESSEE shall also keep the Leased Premises reasonably clear of snow, ice or other obstruction or hazard to its use as a parking lot and pedestrian way. LESSEE agrees that CITY shall have no responsibility whatsoever for such maintenance and care. LESSEE shall also be responsible for maintenance of the lawn area and other landscaping areas of the Leased Premises

installed by CITY, including but not limited to mowing the grass. If LESSEE fails to maintain the lawn area and landscaped area, CITY shall provide a ten (10) day notice to LESSEE to perform the necessary maintenance. If LESSEE fails to perform the maintenance within ten (10) days, the CITY shall perform the maintenance and bill LESSEE for the cost of such maintenance. CITY has installed lighting on the Leased Premises and shall have no duty to install further lighting. LESSEE has the right to install additional lighting on the Leased Premises, at its sole cost and expense, if it determines that the lighting installed by CITY is inadequate. LESSEE shall provide plans and specifications to CITY for CITY's approval before any additional lighting is installed.

8. **Waste.** LESSEE agrees not to commit nor permit any waste, or destruction of the Leased Premises or the improvements thereon, and shall upon the expiration of the term hereof, return the Leased Premises to CITY in the same condition as now exists.

9. **Compliance With Applicable Law.** LESSEE agrees at all times herein to comply with all applicable rules, regulations, ordinances, statutes or administrative laws of CITY, the State of Idaho, the United States of America, or any agency or political subdivisions thereof having jurisdiction over the Leased Premises.

10. **Compliance With Environmental Laws.** LESSEE agrees not to store, dispose, use or allow the use of any "hazardous substance" or "hazardous waste" upon the Leased Premises, as such term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA," 42 U.S.C. § 9601, *et seq.*), the Clean Water Act ("CWA," 33 U.S.C. § 1251, *et seq.*), the Clean Air Act ("CAA," 42 U.S.C. § 7401, *et seq.*), the Toxic Substances Control Act ("TSCA," 15 U.S.C. § 2601, *et seq.*, the Resource Conservation and Recovery Act of 1976 ("RCRA," 42 U.S.C. § 6901, *et seq.*), the Idaho Environmental Protection

and Health Act of 1972 ("IEPHA," Title 39, Chapter 1, Idaho Code), the Idaho Hazardous Waste Management Act of 1983 ("IHWIVIA," Title 39, Chapter 44, Idaho Code) or any other similar state or federal law or regulation regulating the use, storage, transport or manufacture of a hazardous substance (such laws and regulations are hereafter referred to as "Environmental Laws"), in violation of any Environmental Laws without first sending written notice of such intended use to CITY at least sixty (60) days prior to the commencement of such use. Such notice shall specifically describe the hazardous substance involved, the reason for such use and all methods, precautions and procedures to be employed by LESSEE to ensure such hazardous substance is not released into the environment. LESSEE also agrees to strictly comply with all terms and provisions of such acts, statutes and laws, and any other similar environmental law or any rule or regulations, enacted or promulgated after the date hereof, and to design and construct all facilities in a manner which reasonably ensures hazardous substances will not be released into the environment. CITY may prohibit the use, storage, or deposit of such substances until LESSEE demonstrates to CITY's complete satisfaction that such proposed use will comply in every respect with such laws and that such use will be conducted in a proper and safe manner.

CITY, and it agents, attorneys, employees, consultants and contractors, hereby reserve the right to enter upon and inspect the Leased Premises at any time for the purpose of determining LESSEE's compliance with the provisions of this paragraph, including without limitation the right to perform such inspections, examinations, subsurface testing, soils and ground water testing and other tests necessary to protect CITY's interest in the property and ensure LESSEE's compliance with the terms and provisions of this paragraph, provided that CITY will not unreasonably interfere with LESSEE's rights of use granted under this LEASE AGREEMENT.

If LESSEE gives notice of an intent to use such hazardous substances, CITY may require that LESSEE annually submit a written site assessment and environmental audit to CITY, in scope, form and substance satisfactory to CITY, and prepared by an independent, competent and qualified licensed engineer showing that the engineer has conducted an environmental audit of the Leased Premises, consistent with good commercial and customary practice and certifying that no evidence or indication came to light which would suggest there has been a release of hazardous substances on the Leased Premises or which would necessitate an environmental response action by the United States government or the State of Idaho, or any agency thereof. Such assessment shall further certify that CITY's use of the Leased Premises and the condition of the Leased Premises complies with and does not deviate from all applicable environmental statutes, laws, ordinances, rules and regulations, including any licenses, permits or certificates required thereunder. If any environmental response action is initiated by any federal or state agency as a result of LESSEE's use, storage, generation, disposal or transport of hazardous substances upon the Leased Premises, CITY may require such environmental audit and inquiry be conducted more frequently than annually and as frequently as necessary to ensure LESSEE's compliance with the terms and provisions hereof. If any environmental response action is initiated or taken by any state or federal regulatory agency as a result of such use by LESSEE, CITY may require LESSEE to post and deliver a performance bond or policy of insurance indemnifying and holding CITY harmless from any and all reasonably foreseeable costs, penalties, fines or response costs of any kind which may be assessed by such agency on account of LESSEE's failure to comply with the provisions of such environmental laws and regulations, as a condition for LESSEE's continued use of the Leased Premises pending determination by a court of law of LESSEE's compliance with such statutes.

If LESSEE fails to strictly comply with the Environmental Laws and does not cure such failure on or before thirty (30) days after written notice from CITY, or if such failure cannot reasonably be cured in a thirty (30) day period, on or before such time as reasonably extended, CITY may immediately and without prior notice enter upon the Leased Premises and take such response action as reasonably necessary to bring the Leased Premises into compliance with such laws and comply with any response action taken by any agency charged with the enforcement thereof. In such event, all costs, expenses and consultants' fees reasonably incurred by CITY for such response or remediation effort shall be promptly and immediately paid by LESSEE upon receipt of a written demand therefor, and, if the amount is not paid on or before thirty (30) days after receipt of the demand, interest will accrue on the past due amount at a rate of twelve percent (12%) per annum until paid, from the date demand for payment was received.

If LESSEE has used, stored or transported a hazardous substance or waste upon the Leased Premises in violation of the provisions of this LEASE AGREEMENT, CITY may, at the termination of this LEASE AGREEMENT, perform an environmental audit of such scope and extent determined necessary by CITY, in order to determine LESSEE's compliance with the terms and provisions of this paragraph. Such audit shall be performed at the sole expense of LESSEE. LESSEE agrees to indemnify and save CITY harmless from any and all damages, remedial orders, judgments, decrees, costs and expenses, including but not limited to attorney fees, consultant fees, clean-up costs, removal and response costs arising from LESSEE's failure to strictly comply with the terms and provisions of this paragraph. The terms and provisions of this paragraph shall survive the termination of this LEASE AGREEMENT and shall remain in effect for the full period of any statute of limitations with respect to the enforcement of the Environmental Laws or the terms and conditions of this LEASE AGREEMENT, whichever is

longer. Nothing herein shall be deemed to impose upon LESSEE any obligation or duty to indemnify CITY on account of any violation of the Environmental Laws by CITY or by any leaseholder who was in possession of the Leased Premises prior to the commencement of the term of this LEASE AGREEMENT.

The terms and conditions of this paragraph shall survive the termination or expiration of this LEASE AGREEMENT.

11. **Property Insurance.** CITY, at CITY's cost, shall obtain and keep in force during the term of this LEASE AGREEMENT, a policy or policies of insurance covering loss or damage to the Leased Premises, in an amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risk). Nothing herein shall obligate CITY to provide or maintain fire, flood or extended "all risk" coverage for LESSEE's personal property kept or stored on the Premises.

12. **Liability Insurance.** LESSEE agrees to furnish CITY with a current Certificate of Insurance evidencing General Liability insurance coverage prior to use of the parking lot written for not less than the following limits of liability:

Each Occurrence Limit for Bodily Injury and Property Damage Liability	$1,000,000
General Aggregate Limit	$2,000,000

CITY shall be added as an Additional Insured on the User's General Liability policy. A certificate of Insurance with the Additional Insured endorsement must be received and approved prior to use of the parking lot.

13. **Discrimination.** LESSEE shall not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner

prohibited by Part 21 of the Federal Aviation Regulations or other applicable local, state or federal law.

14. **Assignment.** LESSEE shall not assign, mortgage, encumber, sublease or transfer this LEASE AGREEMENT or any part thereof, or improvements thereon or any privileges arising hereunder, without the prior written consent of CITY, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, LESSEE shall have the right to sublet or assign this LEASE AGREEMENT, without CITY's consent, to any of LESSEE's Affiliates (as defined below), on the same terms and conditions hereof. LESSEE shall provide to CITY a copy of each such assignment or subletting agreement within thirty (30) days following such assignment or subletting. As used herein, "LESSEE's Affiliate" means any corporation or entity that controls, is controlled by, or is under common control with, LESSEE, or any corporation or entity that purchases substantially all of the assets of LESSEE or its parent corporation or that results from a merger or consolidation with LESSEE or its parent.

15. **Indemnification**. LESSEE shall indemnify, defend, and hold CITY harmless from any and all claims arising from LESSEE's use of the Leased Premises or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by LESSEE in the Leased Premises and shall further indemnify, defend, and hold CITY harmless from and against any and all claims arising from any breach or default in the performance of any obligations on LESSEE's part to be performed under the provisions of this LEASE AGREEMENT or arising from any negligence of LESSEE or any of its agents, contractors, employees, or invitees and from any and all costs, reasonable attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. LESSEE hereby assumes all risk of damage to property or injury to persons in the

Leased Premises from any cause, and LESSEE hereby waives all claims in respect thereof against CITY, excepting where said damage or injury arises out of: (a) negligence or willful misconduct of CITY or any of its agents, contractors, employees or invitees; or (b) CITY's breach of this LEASE AGREEMENT. CITY shall indemnify, defend, and hold LESSEE harmless from any and all claims arising from any damage to property or injury to persons caused by any negligence or willful misconduct of CITY or any of its agents, contractors, employees or invitees (except for LESSEE) in, on, or about the building of which the Leased Premises are a part and shall further indemnify, defend, and hold LESSEE harmless from and against any and all claims arising from any breach or default in the performance of any obligations on CITY's part to be performed under the provisions of this LEASE AGREEMENT and from any and all costs, reasonable attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Neither party shall be liable in any event for incidental or consequential damages to the other by reason of any default hereunder. The provisions of this Section 15 shall survive the expiration or earlier termination of this LEASE AGREEMENT arising in connection with any event occurring prior to such expiration or termination.

16. **Termination of Lease.** LESSEE shall have the option to terminate this LEASE AGREEMENT at any time by giving written notice of said termination to CITY, ninety (90) days prior to said termination. LESSEE agrees to surrender and quit the Leased Premises immediately upon the termination of this LEASE AGREEMENT.

17. **Default.** In the event LESSEE shall file or have filed against it a petition under the Bankruptcy Act, or shall make as assignment for the benefit of creditors, become insolvent, or fail to fully and faithfully comply with the terms and provisions hereof, then and in such event,

LESSEE shall be deemed to be in default of this LEASE AGREEMENT, and in the event LESSEE shall fail to cure such default within sixty (60) days after written notice shall have been given to them by CITY in a manner provided herein below, CITY may elect to terminate this LEASE AGREEMENT or alternatively or in addition thereto, CITY may pursue any other remedies at law or in equity to enforce the performance of this LEASE AGREEMENT. Such notice shall generally set forth the nature of the default claimed by CITY.

18. **Notices**. All notices required under the terms of this LEASE AGREEMENT shall be given by depositing a copy of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the receiving party at the address set forth below, or such other addresses as may be given in a writing delivered to the sending party. All notices shall be deemed to be received upon their deposit in the United States mail in the manner provided above. For the purposes of this paragraph, the parties' addresses are as follows:

CITY:	LESSEE:
City of Idaho Falls	Watersprings School
Attn: Director of Municipal Services	Attn: John Yadon
P.O. Box 50220	4250 S. 25th E.
Idaho Falls, Idaho 83405	Idaho Falls, Idaho 83404

19. **Attorney's Fees**. In the event either party is required to commence legal action to enforce the terms and provisions hereof, the prevailing party shall be entitled to recover from the defaulting party a reasonable attorney's fee and court costs as determined by the court.

20. **Waiver/Invalidity**. If either party waives a breach of this LEASE AGREEMENT, such waiver shall not be construed as a waiver of any other simultaneous or subsequent breach of this LEASE AGREEMENT. If any provision of this LEASE AGREEMENT is found invalid, such invalidity shall not affect the enforceability of any other term or provision of this LEASE AGREEMENT.

21. **Binding Effect**. This LEASE AGREEMENT shall be binding upon the heirs, successors, personal representatives or assigns of the parties hereto.

22. **Venue and Jurisdiction**. This LEASE AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this LEASE AGREEMENT shall be exclusively in the District Court of the Seventh Judicial of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

23. **Complete Agreement**. The parties acknowledge and agree that this writing shall constitute the complete and final agreement of the parties hereto, that all prior negotiations, representations or understandings of the parties shall be deemed to merge into and are superseded by this LEASE AGREEMENT. This LEASE AGREEMENT may be amended only by written agreement duly and regularly executed by the parties hereto.

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

ATTEST:

By_____
Rosemarie Anderson, City Clerk

CITY OF IDAHO FALLS

By_____
Rebecca L. Noah Casper, Mayor

WATERSPRINGS SCHOOL

By John T. Yadon
John Yadon

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2014, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

_____
Notary Public for State of Idaho
Residing at Idaho Falls, Idaho
(Seal) My Commission Expires:_____

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 26th day of August, 2014, before me, the undersigned, a notary public for Idaho, personally appeared John Yadon, known to me to be an authorized agent of Watersprings School, the entity that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of Watersprings School.

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

Rosemarie Anderson
Notary Public for State of Idaho
Residing at Idaho Falls, Idaho
(Seal) My Commission Expires: 02-16-2018

ROSEMARIE ANDERSON NOTARY PUBLIC STATE OF IDAHO

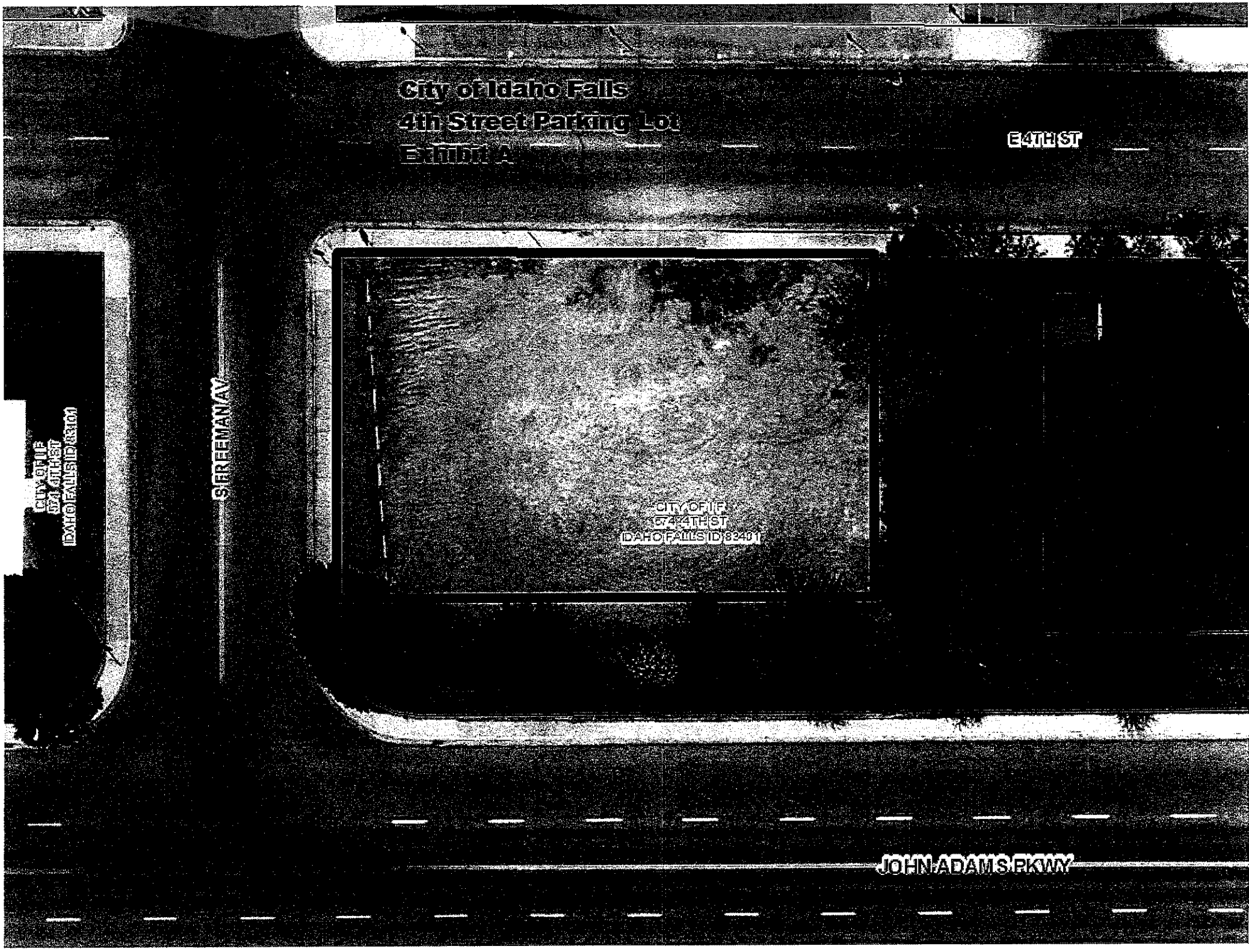

City of Idaho Falls
4th Street Parking Lot
Exhibit A
E 4TH ST
S FREEMAN AV
CITY OF I F
574 4TH ST
IDAHO FALLS ID 83401
JOHN ADAMS PKWY

EXHIBIT "B"

PARKING LOT AT 4TH. ST. AND FREEMAN AVE.

BEGINNING at the Northwest corner of Section 20, T.2N.,R.38 E.B.M. and running thence along the section line N89°57'40"E 689.25 feet to the East right-of-way line of Freeman Ave.; thence along said right-of-way line S0°11'30"E 1014.36 feet to the southeast corner of the intersection of 4th. St. and Freeman Ave. and the TRUE POINT OF BEGINNING; thence along the south right-of-way line of 4th. St. S89°28'12"E 148.00 feet; thence S0°11'30"E 95.00 feet; thence N89°28'12"W 148.00 feet to the east right-of-way line of Freeman Ave.; thence along said right-of-way line N0°11'30"W 95.00 feet to the TRUE POINT OF BEGINNING containing 14,059 square feet.

All bearings are on City of Idaho Falls datum.

Idaho Falls Power

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

Reliable Public Power Provider

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: August 25, 2014

Re: Acceptance of Qualified Bidders for Old Lower Plant Generator Rewind Project

---

At the June 26 City Council meeting, Council authorized staff to prequalify potential bidders for work associated with the rewind of the generators from the Old Lower Plant as part of the upgrade to that facility. This project is a subset of the Old Lower Plant Upgrade and Rewind Project in the Capital Improvement Plan and is included both the FY14 and FY15 budgets.

Six potential bidders responded to our advertised solicitation. The responses have been reviewed by our engineer, Mooney Consulting, with five meeting the requirements for prequalification, see attached letter. All firms were notified by mail of their prequalification status on August 11.

Idaho Falls Power requests that the City Council approve prequalification of Integrated Power Services, Australian Winders, GE Industrial Solutions, Alstom Power Inc., and Seattle Industrial Motor and Machine and authorize the bid package to be mailed to these contractors for competitive bidding.

JRF/602

Attachments

C: City Clerk
City Attorney
Municipal Services - Purchasing
File

PO Box 50220
140 S Capital
Idaho Falls ID 83405

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

August 8, 2014

Mr. Richard Malloy
Program Manager
Idaho Falls Power
140 S. Capital
Idaho Falls, ID 83405

Subject: SOQ Evaluation - City of Idaho Falls Old Lower Powerplant Generator Rehabilitation - Project No. ELEC-2014-09

Dear Richard:

Mooney Consulting has reviewed the SOQ responses for the Idaho Falls solicitation for the OLP generator rehabilitation. All responses were evaluated for conformance with the conditions set forth in the solicitation for Project No. ELEC-2014-19.

In all, six (6) contractor responses were reviewed. We find five (5) of these contractors to be qualified to perform the required work and recommend that City approve these contractors for RFP stage. The sixth respondent, Riverside Inc., we find to not be in conformance with the requirements of the SOQ for the reasons stated below.

As required in the SOQ, each SOQ respondent was required by Exhibit A, Section 2 – Minimum Requirements, paragraph 2.1 to provide the following:

- List three (3), applicable hydroelectric projects that your company or consortium has completed in the last 10 years. Each project, in order to be accepted as prior experience, shall have included:
  - Rewind and refurbishment of generator installations
  - A completed Project Reference Form (Exhibit C) must be completed and provided for three (3) relevant projects

The Riverside SOQ response cited the following three (3) projects:

- C.J. Strike and Lower Malad – work involved re-insulating field poles only with no rewinds cited.
- Black Creek - involved pulling and installing a 3800 kW generator, rewind of stator, and recondition entire generator.

On 7/25/14 Mooney Consulting asked Riverside to provide more specific information regarding hydro projects they had worked on that required complete stator rewinds (as required by SOQ - Exhibit A).

On 8/3/14 Riverside provided two additional documents. The first being test data from the Black Creek generator. The second document included machine data and hand sketches regarding bearings, shaft, etc. Neither document addressed the request for relevant hydro rewind experience.

MOONEY
P.O. BOX 9105
BOISE ID 83707

8/4/14 Mooney Consulting asked Riverside for further details regarding the Black Creek project work. Riverside's response (from the General Manager) listed a detailed account of rewinding an induction motor at the Black Creek Project. The test data sent on 8/3/14 showed the generator to be a salient pole type generator where the field poles (8) were given a voltage drop test (pole drop test). An induction generator has no field poles, and is therefore a different type of generator from the synchronous OLP generators. The Riverside response also states: "As far as the generator rewind we performed, this is the same scope of work that would need to be done to the stators from Idaho Falls". The Idaho Falls generators are synchronous generators that require a factory diamond type winding as opposed to an induction motor that is random wound. There is not a similarity between what is needed for the Idaho Falls generator and what is proposed by Riverside. A search of the records indicates that Hydro West constructed the Black Creek Project for Puget Sound Energy (the original owner) in 1992–1993. Puget Sound's records indicate that the Black Creek generator is a synchronous generator (induction type generator was referenced by Riverside) with a directly connected brushless exciter.

It is the recommendation of Mooney Consulting that Riverside is considered to not be in conformance with the requirements of the OLP SOQ. Given ample opportunity, Riverside has failed to provide credible evidence of conventional hydro rewind experience of the type required for the OLP synchronous generators. The hydro references presented by Riverside have been inaccurate and are not relevant to the SOQ request. Further, we recommend the City of Idaho Falls formally notify Riverside that they have been found not qualified for the proposed generator rehabilitation. Our understanding is that such formal notification will allow Riverside a period of seven (7) days to appeal the decision.

We also recommend that the remaining five (5) SOQ respondents (Alstom Power, Inc., Australian Winders, GE Industrial Solutions, IPS Portland, and SIMMCO) be deemed as qualified and allowed to move forward to the RFP stage of the project.

Should you have questions or comments please do not hesitate to contact me.

Sincerely,

Michael P. Elliott, P.E.
Project Manager
Mooney Consulting

cc: Jackie Flowers
John Barksdale
Bob Mooney
Liu Lianggao

Idaho Falls Power

A Division of the City of Idaho Falls

"A community with its own kind of energy"

Reliable Public Power Provider

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: August 25, 2014

Re: Award Bid for FY2015 Line Clearance Project

Attached for your consideration is the bid tabulation for the FY2015 Line Clearance Project. The sole bid received was from Davey Tree Surgery Company. This is the same company who has subcontracted this work for the last several years.

Idaho Falls Power staff has been very pleased with the work done by Davey Tree. We continue to realize reduction in vegetation related outages due to our proactive line clearance practices.

Idaho Falls Power recommends City Council award the bid to Davey Tree Surgery Company for a not to exceed amount of $325,000, and authorize the Mayor and City Clerk to sign the documents.

JRF/614

Attachment

Cc: City Clerk
City Attorney
Municipal Services - Purchasing
file

CITY OF IDAHO FALLS
OFFICIAL BID OPENING

DATE OF OPENING: Tuesday, August 12, 2014 TIME: 10:00 a.m.

LOCATION: City Clerk's Office, 308 Constitution Way, Idaho Falls, Idaho 83402

PROJECT: LINE CLEARANCE PROJECT

ANTICIPATED COUNCIL
AWARD DATE: Thursday, August 28, 2014

NAME OF BIDDER DAVEY TREE SURGERY	BID BOND NO BID PROVIDED	ADDENDUM	PRICE PER HOUR	PRICE PER 8 HOURS	PRICE PER OVERTIME RATE
Qualified Working Foreman					
Qualified Trimmer	**See Attached Documents**				
Qualified Ground Person					
55' Aerial Lift with Chip Box					
Chipper					
Pickup					
Trimmer Trainee					
Split Dump Truck					
Stump Grinder					
Garlon 4 per ounce					

ENGINEER'S ESTIMATE: $_____

PRICE PAGE

Line Clearance Project will run until terminated by Idaho Falls Power.

	$/Hour	$/8 Hours	$/Hour Overtime Rate
Qualified Working Foreman	$ 37.73	$ 301.84	$ 47.91
Qualified Trimmer	$ 25.72	$ 205.76	$ 32.66
Trimmer Trainee	$ 23.75	$ 190.00	$ 30.16
Qualified Ground Person	$ 18.01	$ 144.08	$ 22.88
55' Aerial Lift with Chip Box	$ 15.93	$ 127.44	$ 15.93
Chipper	$ 3.66	$ 29.28	$ 3.66
Pickup	$ 7.05	$ 56.40	$ 7.05
Dump Truck	$ 10.13	$ 81.04	$ 10.13

Stump Grinding – per caliper inch	$ 4.05
Sterilant per gallon e.g., Garlon 4	$ 56.14

Prices for the above items shall include all applicable and necessary miscellaneous tools, equipment, operation / maintenance costs and program management for trimming and removing trees as well as field data collection, data entry, database development, inventory updating, and tree management program implementation.

CITY OF IDAHO FALLS

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

MUNICIPAL SERVICES

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

August 26, 2014

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **ADOPTION OF 2014-2015 PROPOSED FEES INCLUDING NEW FEES AND FEE INCREASES**

Municipal Services respectfully requests the Mayor and Council approval of the 2014-2015 proposed fees including new fees and fee increases. The proposed new fees and fee increases were advertised August 17, 2014 and August 24, 2014 as required by Idaho Code.

The Public Hearing is scheduled for 7:30 p.m. Thursday, August 28, 2014, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, ID.

Respectfully,

CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch
Attachment

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City of Idaho Falls proposes to increase existing fees beginning October 1, 2014, or an imposed new fee of respective fees from the current fiscal year. The fee increases or new fees are necessary to cover increased costs associated with these programs and services.

SOURCE OF FEES	CURRENT	NEW
Cemetery		
Adult or Child Burial Spaces (Fielding, all spaces in Devotion & Evergreen)	$ 400.00	$ 500.00
Adult or Child Burial Spaces (Rose Hill)	$ 400.00	$ 500.00
Sexton Fees (grave opening and closing adult and child)	$ 275.00	$ 325.00
Tautphaus Park Zoo		
Penguin Feeding Program (fee for fish to feed penguins)	$ -	$ 3.00
Keeper for a Day (program fee)	$ -	$ 100.00
Recreation		
Ice Arena		
Ice Rental Fee	$ 63.75	$ 70.00
Admission		
Youth	$ 3.00	$ 3.25
Adult	$ 3.75	$ 4.00
Stick and Shoot & Freestyle (Youth)	$ 3.75	$ 4.00
Stick and Shoot & Freestyle (Adult)	$ 5.00	$ 5.25
Skate Rental	$ 3.00	$ 3.25
Baseball Field Use Fee (game fee)	$ 12.00	$ 14.00
Parks		
Sandy Downs Parking Fee (per vehicle)	$ -	$ 5.00
Memorial Bench	$ -	$ 550.00
Remembrance Tree	$ -	$ 350.00

Building Permits

Project valuation and plan check fee (see below for all proposed changes)

Total Valuation Up to $	CURRENT	NEW	Total Valuation Up to $	CURRENT	NEW
$1 to $500	$ 16.48	$ 18.13	$19,000	$ 229.69	$ 252.66
$600	$ 18.54	$ 20.39	$20,000	$ 239.99	$ 263.99
$700	$ 21.63	$ 23.79	$21,000	$ 251.32	$ 276.45
$800	$ 24.72	$ 27.19	$22,000	$ 261.62	$ 287.78
$900	$ 26.78	$ 29.46	$23,000	$ 270.89	$ 297.98
$1,000	$ 28.84	$ 31.72	$24,000	$ 282.22	$ 310.44
$1,100	$ 30.90	$ 33.99	$30,000	$ 329.60	$ 362.56
$1,200	$ 32.96	$ 36.26	$31,000	$ 336.81	$ 370.49
$1,300	$ 35.02	$ 38.52	$32,000	$ 342.99	$ 377.29
$1,400	$ 37.08	$ 40.79	$33,000	$ 352.26	$ 387.49
$1,500	$ 39.14	$ 43.05	$34,000	$ 359.47	$ 395.42
$3,000	$ 67.80	$ 74.58	$35,000	$ 367.71	$ 404.48
$4,000	$ 73.13	$ 80.44	$36,000	$ 373.89	$ 411.28
$5,000	$ 83.43	$ 91.77	$37,000	$ 381.10	$ 419.21
$6,000	$ 93.73	$ 103.10	$38,000	$ 390.37	$ 429.41
$7,000	$ 105.06	$ 115.57	$39,000	$ 397.58	$ 437.34
$8,000	$ 115.36	$ 126.90	$40,000	$ 403.76	$ 444.14
$9,000	$ 124.63	$ 137.09	$41,000	$ 413.03	$ 454.33
$10,000	$ 135.96	$ 149.56	$42,000	$ 420.24	$ 462.26
$11,000	$ 146.26	$ 160.89	$43,000	$ 427.45	$ 470.20
$12,000	$ 156.56	$ 172.22	$44,000	$ 435.69	$ 479.26
$13,000	$ 166.86	$ 183.55	$45,000	$ 442.90	$ 487.19
$14,000	$ 177.16	$ 194.88	$46,000	$ 450.11	$ 495.12
$15,000	$ 187.16	$ 205.88	$47,000	$ 458.35	$ 504.19
$16,000	$ 198.79	$ 218.67	$48,000	$ 465.56	$ 512.12
$17,000	$ 209.09	$ 230.00	$49,000	$ 472.77	$ 520.05
$18,000	$ 220.42	$ 242.46	$50,000	$ 481.01	$ 529.11

For valuation between $50,001 and $100,000, $529.11 shall be charged for the first $50,000, plus $5.55 for each additional $1,000 or fraction there of	$481.01 and $5.05	$529.11 and $5.55
For valuation between $100,001 and $500,000, $820.00 shall be charged for the first $100,000, plus $4.26 for each additional $1,000 or fraction there of	$745.72 and $3.87	$820.00 and $4.26
For valuation between $500,001 and $1,000,000, $2,604.77 shall be charged for the first $500,000, plus $3.81 for each additional $1,000 or fraction there of	$2,367.97 and $3.35	$2,604.77 and $3.81
For valuation of $1,000,001 and up $4,520.67 shall be charged for the first $1,000,000, plus $2.43 for each additional $1,000 or fraction there of	$4,109.70 and $2.21	$4,520.67 and $2.43
Commercial Electrical Permits		
$27.44 plus 1.5% of the first $20,000 plus 0.75% of amounts over $20,000 of the bid amount	$ 24.95	$ 27.44
Commercial Mechanical Permits		
$27.44 plus 1.5% of the first $20,000 plus 0.75% of amounts over $20,000 of the bid amount	$ 24.95	$ 27.44
Commercial Plumbing Permits		
$27.44 plus 1.5% of the first $20,000 plus 0.75% of amounts over $20,000 of the bid amount	$ 24.95	$ 27.44
Residential Electrical Permits		
$27.44 plus $5.32 for each electrical service, branch circuit, and hot tub and spa, and $21.52 for each swimming pool	$24.95, $4.84, and $19.57	$27.44, $5.32, and $21.52
Residential Mechanical Permits		
$27.44 plus $4.64 for installation or relocation of each mechanical unit	$24.95 and $4.22	$27.44 and $4.64
Residential Plumbing Permits		
$27.44 plus $4.64 for installation or relocation of each plumbing fixture and gas piping system	$24.95 and $4.22	$27.44 and $4.64
Residential Building Valuation Multipliers		
Single - Family Dwelling	$42.90 per square foot	$47.19 per square foot
Finished Basement	$13.20 per square foot	$14.52 per square foot
Wood - Frame Garage	$14.10 per square foot	$15.51 per square foot
Unit Fee Schedule for Residential Buildings Schedule 3 (remaining)		
Re-roofing permit	$20.25 minimum	$22.27 minimum
Signs, outline lighting systems or marquee - 1 circuit	$ 5.41	$ 5.95
Branch circuits within the same sign, outline lighting system or marquee - each	$ 3.24	$ 3.56
Other Inspections and Fees (covers residential and commercial buildings, plumbing, mechanical and electrical		
Inspections outside of normal business hours (minimum charge - 2 hours)	$ 61.80	$ 67.98
Re-inspection fees assessed under provisions of Section 305.8	$ 61.80	$ 67.98
Inspection for which no fee is specifically indicated (minimum charge -1/2 hour)	$ 61.80	$ 67.98
Additional plan review required by changes, additions, or revisions to plan (minimum charge - 1/2 hour)	$ 31.93	$ 35.12

Any person who desires to provide comments regarding such fee increases may appear at 7:30 p.m. on Thursday, August 28, 2014, at the City of Idaho Falls Council Chamber, City Hall Annex, 680 Park Avenue, Idaho Falls, Idaho

Rosamarie Anderson

Rosemarie Anderson
City Clerk

Published: August 17th and August 24th, 2014

RESOLUTION NO. 2014-

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

WHEREAS, City Council deems it advisable to adopt existing fees set by earlier ordinances and resolutions in one general fee resolution; and

WHEREAS, Council has determined that the revised fees included in this Resolution are appropriate and are reasonably related to the purpose for which such fees are charged; and

WHEREAS, a public hearing was held pursuant to Idaho Code § 63-1311A after which the Council considered input given by the public; and

WHEREAS, the Council, by this Resolution, desires to amend and update only those fees and charges contained in the Attachment to this Resolution, while continuing and approving of other fee lawfully charges by the City that are contained elsewhere and not within the Attachment to this Resolution.

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

1. That the fees set forth in Idaho Falls Fee Schedule – August, 2014, Exhibit "A," attached hereto and made a part hereof, be in force and effect in matters relating to fees from and after the 1st day of October, 2014;

2. That this Resolution amends all previous Resolutions and Ordinances regarding fees charged by the City concerning the fees that are contained in this Resolution;

3. That any Resolution or provision thereof that is inconsistent with this Resolution is hereby repealed, except for a fee that is not contained in this Resolution; and

4. Where a fee is not contained within this Resolution, but is lawfully established elsewhere, such fee is approved of by the Council and shall continue at its current rate unless and until rescinded or adjusted by a Resolution of the Council.

ADOPTED and effective this ___ day of August, 2014.

CITY OF IDAHO FALLS, IDAHO

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Rosemarie Anderson, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

> That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW."

_____
Rosemarie Anderson, City Clerk

City of Idaho Falls
Fee Schedule

(August 2014)

Police Division 1
Fire and Public Safety Division 2
Municipal Services Division 4
  Licensing 4
  City Officer and Employee Bonds 8
Electric Light Division (Idaho Falls Power) 10
  Electric Service Fees 10
  Public Fiber Optic Network Fees 11
Public Works Division 12
  Sewer Fees 12
  Water Service Fees 14
  Sanitation Service Fees 16
  Street Department Loaner Fees 22
Park and Recreation Fees 23
Airport Division 38
Planning and Building Division 39
Library 45

Police Division

1. Public Parking Fees
    a. Downtown Resident Parking Permit $15
    b. Downtown Unlawful Parking Citation $5
    c. Second Unlawful Parking Citation within 30 days of Prior Citation $15
    d. Third or subsequent Unlawful Parking Citation within 30 days of Prior Citation $30
    e. Unlawful Parking in a Spot Designated for Persons With Disabilities $50
    f. Any other Violation of the Public Parking Ordinance $10
    g. Violation of Snow Removal Ordinance $45
2. Abandoned Vehicle Reclamation – Processing Fee 15
3. Finger Printing Processing Fee per card $10
4. General Infraction Fine $100

Fire and Public Safety Division

1. International Fire Code Permits and Fees
    a. Operational Permit Fee $50
    b. Construction Permit Fee $50
    c. Fine for Failure to Comply with Stop Work Order $300
    d. Life Safety License $125
    e. Violation of License Requirement Fine $300
    f. Structural Plan Review Fees ..... $50 per 5,000 square feet, or portion thereof, up to a maximum of $500
    g. Fire Alarm Plan Review Fee ..... $50 per 100 devices, or a portion thereof, up to a maximum of $150
    h. Additional acceptance test field inspections $65
    i. Fire Sprinkler System Review Fees $100
    j. Additional Fire Sprinkler System Inspection Fees $25
    k. Fire Pump Review Fee $100
    l. Alarm Response Fee ..... Maximum $150
    m. Mitigation Reimbursement Fees ..... Posted fee schedule
2. Firework Licensing
    a. Consumer Fireworks Permit Application Fee $25
    b. Consumer Fireworks Inspection Fee $25
    c. Consumer Fireworks Wholesale Permit Fee $100
3. Ambulance Service
    a. Transports
        i. Non-Emergency – In District $520
        ii. Emergency – ALS Assessment or ate1 ALS Intervention –In District $645

iii. Emergency – ALS Assessment or at least 1 ALS intervention – Out of District $825

iv. BLS Non-Emergency – In District $340

v. BLS Emergency – In District $550

vi. BLS Emergency – Out of District $725

vii. ALS 2 – at least 3 separate administrations of one or more medication or at least on ALS procedure – In District $930

viii. Specialty Care Transport $1,100

b. Mileage

i. BLS Mileage & ALS Mileage – Resident $12

ii. BLS Mileage & ALS Mileage – Non-Resident $12

c. Treat and Release

i. Insurance other than Medicare $150

ii. Respond and Evaluate, no other services $100

iii. Response and Treatment $150

d. Ambulance Waiting Time ..... $140 per half-hour

Municipal Services Division

Licensing

1. Liquor by the Drink
    a. Liquor by the Drink Annual License Fee $562.50
    b. Transfer of Liquor by the Drink License $100
    c. Liquor Catering Permit $20
2. Beer
    a. Beer Annual On or Off Premises Consumption License $200
    b. Annual Bottled or Canned Beer Off Premises Consumption License $50
    c. Transfer of Annual On or Off Premises Consumption License $100
    d. Transfer of Annual Bottled or Canned Beer Off Premises Consumption License $25
    e. License for Beer Sold or Donated for Benevolent, Charitable, or Public Purposes $20
    f. Multiple-Event license for Beer Sold or Donated for Benevolent, Charitable, or Public Purposes $20
    g. License for Wine and Beer Sold or Donated for Benevolent, Charitable, or Public Purposes ..... Not to exceed $20
3. Building Contractors
    a. Class A License $200
    b. Class B License $200
    c. Class C License $200
    d. Class D License $125
    e. Out of State Reciprocity License $50
    f. In-state Reciprocity License $0
    g. Late Renewal or Reinstatement of License Fee $75
    h. Inactive Contractor's License Fee $100

i. Employee of non-reciprocal contractor continuing education course costs $50

j. Reciprocal contractor continuing education course cost $100

4. Public Right of Way Contractors
   a. Public Right of Way Contractor's License Fee $50
   b. Public Right of Work Bond $5,000
5. Wine
   a. Annual retail wine license $200
   b. Annual wine-by-the-drink license $200
   c. License for Wine Sold or Donated for Benevolent, Charitable, or Public Purposes $20
   d. Multiple-Event license for Wine Sold or Donated for Benevolent, Charitable, or Public Purposes $20
   e. License Transfer Fee $100
   f. License for Wine and Beer Sold or Donated for Benevolent, Charitable, or Public Purposes ..... Not to exceed $20
6. Private Patrol Services
   a. Private Patrol Person Bond $1,000
   b. Private Patrol Service Bond $2,000
7. Door to Door Solicitation Permit $40
8. Plumbers
   a. Master Plumber License $35
   b. Journeyman Plumber License $10
   c. Lawn Sprinkler Contractor License $100
   d. Journeyman Lawn Sprinkler Installer License $10
   e. Water Conditioner Installer License $100
   f. Journeyman Water Conditioner Installer License $10
   g. Plumbing Apprentice License $5
   h. License Renewal – Master Plumber, Lawn Sprinkler

Installer, or Water Conditioner
Installer License $35

i. License Renewal – Journeyman Plumber, Journeyman Lawn Sprinkler Installer, or Journeyman Water Conditioner Installer License $10

j. Plumbing Apprentice License $5

9. Itinerant Merchants, Mobile Food Vendors, Door-to-Door Salesmen
   a. Idaho Falls Resident Itinerant Merchant's License $20
   b. Bonneville County resident-Itinerant Merchant Investigation Fee $25
   c. Outside of Bonneville County, Idaho Resident – Itinerant Merchant Investigation Fee $50
   d. Outside of the State of Idaho – Itinerant Merchant Investigation Fee $250
   e. Itinerant merchant's bond $1,000
   f. Mobile Food Vender's License $20
10. Pawnbrokers License $50
11. Secondhand Precious Metals Dealer License ..... $ 30
12. Secondhand Storekeeper License $30
13. Scrap Dealer License $50
14. Public Transportation Operator's License $20
15. Public Transportation Vehicle License Fee $20
16. Transfer of Public Transportation Vehicle License $5
17. Adult Businesses
   a. Fine – Operating without a valid permit ..... $ 300
   b. Application Fee ..... $ 100
   c. Annual Permit Fee $100
   d. Sexually Oriented Business Employee License $100
   e. License Renewal $25
18. Burglary and Robbery Alarms

a. Third False Alarm Public Nuisance Alarm System Permit $100
b. Fourth False Alarm Public Nuisance Alarm System Permit $200
c. Fifth False Alarm Public Nuisance Alarm System Permit $300
d. Sixth False Alarm Public Nuisance Alarm System Permit $400
e. Seventh and Subsequent False Alarm Public Nuisance Alarm System Permit $500

19. Dog Licensing and Control
    a. Unneutered Dog and Cat License $12
    b. Neutered Dog License $6
    c. Duplicate Tag Fee $1
    d. Noncommercial Kennel License $50
    e. Commercial Kennel License $50
    f. Impound Daily Fee $22
    g. Boarding Fee $19
20. Day Care Licensing
    a. Family Child Care License ..... $ 75
    b. Group Child Care License ..... $ 150
    c. Child Care Center ..... $ 225
    d. Background Check Fee ..... $ 50
21. Sign Licensing
    a. Sign Contractor's License ..... $ 25
    b. Sign Contractor's Bond ..... $ 1,000
    c. Sign Erection Fee $60
    d. Electric Sign Fee $30
    e. Structural Plan Review Fee $30
22. Bus Stop Bench Permit Fee $10
23. Bus Stop Bench Permit Extension Fee $5
24. Bus Stop Bench Renewal Fee $5
25. Trees and Shrubbery
    a. Private Tree Service Company License Fee $25
    b. Fine For the Violation of the Provisions of Chapter 9 – Trees and Shrubbery $100
26. Cemetery Plot Transfer Fee $10

27. Cemetery Plot Ownership Certificate Fee $10
28. License Denial Appeal Filing Fee $50
29. Emergency Medical Services Licensing
    a. EMS Class I Annual License $500
    b. EMS Class II Annual License $500
    c. EMS Class III Annual License $250
    d. EMS Class IV Annual License $250
    e. Attendant-Ambulance Driver License $25

Civic Auditorium

1. Rental Rates
    a. Commercial
        i. Performance Using Touring Performers (Admission)
            1. Main Performance ..... Greater of 10% or $500
            2. Each Matinee ..... Greater of 10% or $500
        ii. Performance Using Area Performers (Admission)
            1. Main Performance ..... Greater of 10% or $350
            2. Each Matinee ..... Greater of 10% or $125
        iii. Performance Using Area Performers or Touring Performers (No Admission)
            1. Main Performance $200
            2. Each Matinee $125
        iv. Meetings
            1. Main Session $500
            2. Each additional Session Matinee $200
    b. Non-Profit
        i. Performance Using Touring Performers (Admission)
            1. Main Performance ..... Greater of 10% or $350
            2. Each Matinee ..... Greater of 10% or $125
        ii. Performance Using Members as Performers (Admission)
            1. Main Performance $200
            2. Each Matinee $75
        iii. Performance Using Members as Performers (No Admission)

1. Main Performance $125
2. Each Matinee $125

iv. Meetings for Organizations

1. Main Session $200
2. Each additional Session Matinee $100

2. Additional Rates

a. Additional rehearsal time and setting stage

i. First three hours $60
ii. Each additional hour $10
iii. Head Technicians $18
iv. Assistant Technicians $10
v. Stage Hands & Others $10
vi. Sales of hard concessions ..... 10% of sales
vii. Marley Dance floor (to cover the tape cost) $40

3. Booking and Deposit Fee

a. One Day $100
b. Two Days $200
c. Three or more Days $300

City Officer and Employee Bonds

1. Building Inspectors (Blanket Bond) $5,000
2. City Engineer $1,000
3. Clerk $5,000
4. Controller $5,000
5. Deputy Treasurer $5,000
6. Director of Municipal Services $5,000
7. Fire Chief $1,000
8. Mayor and City Clerk office employees (Blanket Bond) $5,000
9. Police Chief $2,000
10. All other Police officers or employees $1,000
11. Purchasing Agent $1,000
12. Street Superintendent $1,000
13. Treasurer $5,000
14. Water Superintendent $2,000

Electric Light Division (Idaho Falls Power)

Electric Service Fees

1. Meter Service Installation fee $50
2. Meter Accuracy Test $50
3. Tampering Reconnection Fee $50
4. First Electric Disconnect Fee $25
5. Any Subsequent Disconnect Fee within 12 months of preceding disconnect order $50
6. Maximum Security Deposit for Non-12-Month-Consecutive Residential Customer $300
7. Maximum Security Deposit for Non-12-Month-Consecutive Commercial or Industrial Customer $1,000
8. Security Light Installation Fee $150
9. Commercial Rate – Energy Charges ..... $0.0425 per KWH
10. Commercial Rate – Demand Charge ..... $5.75 per KW for all KW, but in no event less than $17.50 per month
11. Net Metering Commercial Rate – Energy Charge ..... $0.0425 per KWH
12. Net Metering Commercial Rate – Demand Charge ..... $5.75 per KW for all KW, but in no event less than $17.50 per month
13. Small Industrial Rate – Energy Charge ..... $0.0362 per KWH
14. Small Industrial Rate – Demand Charge ..... $6.50 per KW for all KW, but if less than 275 KW, $2,000
15. Large Industrial Rate – Energy Charge ..... $0.035 Per KWH
16. Large Industrial Rate – Demand Charge ..... $6.50 for KW for all KW, but if Less than 2,000 KW, $14,000
17. Large Single Load Rate ..... Negotiated Rate
18. Residential Energy Charges ..... $0.0625 Per KWH, plus a $10.00 Basic Charge
19. Net Metering Residential Rate – Basic Charge $10.00
20. Net Metering Residential Rate – Energy Charge ..... $0.0625 Per KWH

21. Net Metering Rate – Energy Credit ..... Average Mid-Columbia Day ahead index price Per KWH
22. City Street Light Energy Charge ..... $0.10 Per KWH
23. City-Owned Public Facilities Energy Charges ..... $0.065 Per KWH
24. Security Lighting Energy Charges – Monthly Rate – 100 W High Pressure Sodium $17.50
25. Security Lighting Energy Charges – Monthly Rate – 200 W High Pressure Sodium $20
26. Security Lighting Energy Charges – Monthly Rate – 400 W Metal Halide $26.50
27. Security Lighting Installation Fee $150
28. Temporary or Construction Electric Service – Residential Rate ..... $0.0625 Per KWH for all energy, plus a $10.00 Monthly basic charge
29. Temporary or Construction Electric Service – Nonresidential rate ..... $0.0425 per KWH for all energy, plus monthly demand charge of $5.75 per KW for all KW, but in no event less than $17.50 per month
30. Temporary service installation charge ..... One time charge of $150. The charge is $750 if a transformer is required.
31. Trailer Court Service – Energy Charge ..... $0.0425 per KWH for all Energy
32. Trailer Court Service – Demand Charge ..... $5.75 Per KW for all KW, but in no event less than $17.50

Public Fiber Optic Network Fees

1. Fiber optic disconnection fee $100
2. Subsequent disconnection fee within 12 months of prior disconnection $250
3. Maximum Security Deposit $4,000
4. Backbone Service Fee, per single pair fiber, per month $1,340
5. New Customer Connection Fee per Connection $100
6. Construction Costs ..... Actual Costs
7. Distribution Engineering fee per drop $100
8. Monthly Distribution Access Fee $25
9. Cost Sharing Payments or Credits ..... Actual Costs

Public Works Division

Sewer Fees

1. Connection Fees
    a. Single Family Dwelling Sewer Connection Fee ..... $1,023 per connection
    b. Mobile Home Courts or Mobile Home Subdivision Connection Fee ..... $1,023 per mobile home space
    c. Motels, Hotels, Boarding Houses, Travel Courts Connection Fee ..... $1,023 per connection plus $60 per room, or trailer space used independently for human habitation
    d. Apartment Houses, Duplexes, Condominiums and similar living Units Connection Fee ..... $1,023 per connection plus $342 per living unit in excess of 1 unit
    e. Commercial Buildings Connection Fee ..... $1,023 per connection plus $34.20 per plumbing fixture in excess of 4 fixtures
    f. Sewer Main Connection Charge ..... $20 per front foot of property owned upon street or public right of way within which a sewer main is located
2. Monthly Domestic Rates
    a. Single Family Dwellings, including condominium units and mobile homes ..... $21.66 plus $16.27 for each functionally separate apartment located in such dwelling
    b. Large multi-family dwelling unit ..... $16.27 for each functionally separate dwelling unit
    c. Small multi-family dwelling unit ..... 21.66 for each functionally separate dwelling unit
    d. Mobile home court ..... $21.66 plus $16.27 for each occupied space

e. Commercial buildings and professional officers ..... $6.49 per each 1,000 square feet of floor space

f. Laundromats ..... $10.82 per washing machine upon the premises

g. Barber or beauty shops ..... $3.46 for each sink

h. Hotels, motels, boarding houses ..... $6.92 for each room

i. Restaurants and fast-food establishments $57.56

j. Elementary Schools ..... $9.00 per each 50 enrolled students or fraction thereof

k. Secondary Schools, colleges, and universities ..... $11.42 per each 50 enrolled students or fraction thereof

l. All other non-metered customers ..... $21.66 per each fully enclosed stricter connected to the publicly operated waste water treatment and collection works.

3. Monthly Metered Commercial Rates

a. Commercial User ..... $3.39 per month base charge, plus $2.10 per 1,000 gallons of metered water

b. All domestic and commercial structures ..... 110% of the domestic and commercial rates set forth above for City residents.

4. Industrial Rates for Certain Users

a. Penford Products Company

i. Flow ..... $0.6080 per 1,000 Gallons

ii. BOD ..... $0.5308 per Pound

iii. TSS ..... $0.3570 per Pound

b. BARI and Group Modelo

i. Flow ..... $0.4280 Per 1,000 Gallons

ii. BOD ..... $0.5308 per Pound

iii. TSS ..... $0.3570 per Pound

5. County and City Rates

a. Iona Bonneville Sewer District ..... $204 per 1,000 Gallons

b. City of Ucon Rate ..... $1.50 per 1,000 Gallons

c. City of Ammon ..... $2.04 per 1,000 Gallons

6. Violation Fees

a. Violation of Sewer Code Fee $1,000

b. Civil Fine for Sewer Code Violation $1,000

c. Misdemeanor Penalty – Criminal Fine for Willful or Negligent Violation of Sewer Code $1,000

d. Misdemeanor Penalty – Criminal Fine for Willful or Negligent Introduction of any Substance into POTW, Which Causes Injury or Damage $1,000

e. Misdemeanor Penalty – Criminal Fine for Knowingly Making False Statement in Any Sewer Permit Application $1,000

7. Maximum Informant Reward $1,000
8. Septic Haulers License
   a. 0 ≥500 Gal $41.25
   b. 500 ≥1000 Gal $82.50
   c. 1000 ≥1500 Gal $123.75
   d. 1500 ≥2000 Gal $165.00
   e. 2000 ≥2500 Gal $206.25
   f. 2500 ≥3000 Gal $247.50
   g. 3000 ≥3500 Gal $288.75
   h. 3500 ≥4000 Gal $330.00
   i. 4000 ≥4500 Gal $371.25
   j. 4500 ≥5000 Gal $412.50
   k. 5000 ≥5500 Gal $453.75
   l. 5500 ≥6000 Gal $495.00
9. Past Due Service Charge $3
10. Maximum Unified Utility Service Charge $3
11. Discontinuing and Restoring Electric Service Fee $10
12. Service Call Fee for Disconnection for Nonpayment $10
13. Maximum fine for violation of Sewer Code $1,000
14. Maximum Penalty for Violation of Sewer Code $1,000

Water Service Fees

1. Water System Connection Fee for 1'' Service Line $1,312
2. Water System Connection Fee for 1.5'' Service Line $2,624

3. Water System Connection Fee for 2'' Service Line $5,248
4. Water System Connection Fee for 4'' Service Line $20,992
5. Water System Connection Fee for 6'' Service Line $47,232
6. Water System Connection Fee for 8'' Service Line $82,656
7. Water Main Connection Charge ..... $35 per front foot of property
8. Service Call Charge ..... Actual Cost
9. 1'' Service Line Installation Charge $1,100
10. 1 ½'' Service Line Installation Charge $1,200
11. 2'' Service Line Installation Charge $1,300
12. Delinquent Account Service Charge $3
13. Maximum Unified Utility Service Charge $3
14. Water Disconnection Fee $10
15. Nonmetered Monthly Water Rate – Single Family Dwellings and Mobile Homes (excluding separate apartment units within such dwelling), per dwelling or unit $21
16. Nonmetered Monthly Water Rate – Apartment Unit per unit $15.78
17. Nonmetered Monthly Water Rate – Apartment unit occupied by landlord or manager $21
18. Nonmetered Monthly Water Rate - Office Buildings, Banks, Bowling Alleys, Lodges, Markets per 1,000 sqft of area $6.29
19. Nonmetered Monthly Water Rate – Laundromat – per machine $10.47
20. Nonmetered Monthly Water Rate – Travel trailer court ..... $21 Plus $15.78 per occupied trailer space
21. Nonmetered Monthly Water Rate – Barber or Beauty Shop, each bowl $3.56
22. Nonmetered Monthly Water Rate – Hotel, motor hotel, motel, or rooming house, per room $6.68
23. Nonmetered Monthly Water Rate – Restaurant and fast-food establishment $55.80
24. Nonmetered Monthly Water Rate – Elementary Schools (Grades 1-6) – Per 50 students or fraction thereof $8.78

25. Nonmetered Monthly Water Rate – Secondary Schools $11.07
26. Nonmetered Monthly Water Rate – All other nonmetered customers – per premises or building $21
27. Irrigation Service Monthly Water Rate – Customer, landlord, tenant or agent $17.46
28. Irrigation Service Monthly Water Rate – Non-metered, nonresidential property with lawn or cultivated area measuring more than 1/20th an acre-per acre or fraction thereof $97.59
29. Metered Monthly Water Service Rate ..... $21 per month, plus $0.55 per each 1,000 gallons, or any fraction thereof, in excess of 12,000 per month, subject to the minimum monthly charge
30. Minimum Monthly Metered Charge – 5/8'' Meter $21
31. Minimum Monthly Metered Charge – 3/4'' Meter $21
32. Minimum Monthly Metered Charge – 1'' Meter $21
33. Minimum Monthly Metered Charge – 1 1/4'' Meter $27.90
34. Minimum Monthly Metered Charge – 1 1/2'' Meter $34.90
35. Minimum Monthly Metered Charge – 2'' Meter $41.79
36. Minimum Monthly Metered Charge – 3'' Meter $48.80
37. Minimum Monthly Metered Charge – 4'' Meter $69.69
38. Minimum Monthly Metered Charge – 6'' Meter $139.40
39. Minimum Monthly Metered Charge – 8'' Meter $208.94
40. Annual Environmental Quality Assessment Fee $3

Sanitation Service Fees

1. Residential Once-A-Week Pickup— Monthly Charge $9

2. Commercial—Handload Container—
Once-A-Week Pickup Charge.....$9
3. Commercial—Handload Container—
Two Pickup A Week Charge $18
4. Commercial—Handload Container—
Three-Pickup-A-Week Charge $27
5. Commercial—Handload Container—
Four-Pickup-A-Week Charge $36
6. Commercial—Handload Container—
Five-Pickup-A-Week Charge.....$45
7. Commercial—Handload Container—
Six-Pickup-A-Week Charge $54
8. Commercial – Small 1 ½ C.Y.
Containers - Once a Week Pickup
Monthly Charge $38.80
9. Commercial – Small 1 ½ C.Y.
Containers - Twice a Week Pickup
Monthly Charge $48.40
10. Commercial – Small 1 ½ C.Y.
Containers - Three Pickups a Week
Monthly Charge $58
11. Commercial – Small 1 ½ C.Y.
Containers - Four Pickups a Week
Monthly Charge $67.60
12. Commercial – Small 1 ½ C.Y.
Containers - Five Pickups a Week
Monthly Charge $77.20
13. Commercial – Small 1 ½ C.Y.
Containers - Six Pickups a Week
Monthly Charge $86.80
14. Commercial – Small 1 ½ C.Y.
Containers - Seven Pickups a Week
Monthly Charge $96.40
15. Commercial – Small 3 C.Y. Containers
- Once a Week Pickup Monthly
Charge.....$47.30
16. Commercial – Small 3 C.Y. Containers
- Twice a Week Pickup Monthly
Charge.....$60.50
17. Commercial – Small 3 C.Y. Containers
- Three Pickups a Week Monthly
Charge.....$73.70
18. Commercial – Small 3 C.Y. Containers
- Four Pickups a Week Monthly
Charge.....$86.90

19. Commercial – Small 3 C.Y. Containers
- Five Pickups a Week Monthly
Charge $100.10
20. Commercial – Small 3 C.Y. Containers
- Six Pickups a Week Monthly Charge $113.30
21. Commercial – Small 3 C.Y. Containers
- Seven Pickups a Week Monthly
Charge $126.40
22. Commercial – Small 4 C.Y. Containers
- Once a Week Pickup Monthly
Charge $53.40
23. Commercial – Small 4 C.Y. Containers
- Twice a Week Pickup Monthly
Charge $70.20
24. Commercial – Small 4 C.Y. Containers
- Three Pickups a Week Monthly
Charge $87.00
25. Commercial – Small 4 C.Y. Containers
- Four Pickups a Week Monthly
Charge $103.80
26. Commercial – Small 4 C.Y. Containers
- Five Pickups a Week Monthly
Charge $120.60
27. Commercial – Small 4 C.Y. Containers
- Six Pickups a Week Monthly Charge $137.40
28. Commercial – Small 4 C.Y. Containers
- Seven Pickups a Week Monthly
Charge $154.20
29. Commercial – Large Uncompacted
Containers – One Pick-up a Month
Monthly Charge $169
30. Commercial - Large Uncompacted
Containers - Two Pickups a Month
Monthly Charge $304
31. Commercial – Large Uncompacted
Containers - Three Pickups a Month
Monthly Charge $439
32. Commercial Large Uncompacted
Containers - Four Pickups a Month
Monthly Charge $574
33. Commercial Large Uncompacted
Containers - Five Pickups a Month
Monthly Charge $709
34. Commercial Large Uncompacted
Containers - Six Pickups a Month
Monthly Charge $844

35. Commercial Large Uncompacted
Containers - Seven Pickups a Month
Monthly Charge $979
36. Commercial – Large Uncompacted
Containers – Eight Pickups a Month
Monthly Charge $1,114
37. Commercial - Large Uncompacted
Containers - Nine Pickups a Month
Monthly Charge $1,249
38. Commercial – Large Uncompacted
Containers - Ten Pickups a Month
Monthly Charge $1,384
39. Commercial Large Uncompacted
Containers - 11 Pickups a Month
Monthly Charge $1,519
40. Commercial Large Uncompacted
Containers - 12 Pickups a Month
Monthly Charge $1,654
41. Commercial Large Uncompacted
Containers - 13 Pickups a Month
Monthly Charge $1,789
42. Commercial Large Uncompacted
Containers - 14 Pickups a Month
Monthly Charge $1,924
43. Commercial – Large Uncompacted
Containers – 15 Pickup a Month
Monthly Charge $2,059
44. Commercial - Large Uncompacted
Containers - 16 Pickups a Month
Monthly Charge $2,194
45. Commercial – Large Uncompacted
Containers - 17 Pickups a Month
Monthly Charge $2,329
46. Commercial Large Uncompacted
Containers - 18 Pickups a Month
Monthly Charge $2,454
47. Commercial Large Uncompacted
Containers - 19 Pickups a Month
Monthly Charge $2,599
48. Commercial Large Uncompacted
Containers - 20 Pickups a Month
Monthly Charge $2,734
49. Commercial Large Uncompacted
Containers - 21 Pickups a Month
Monthly Charge $2,869

50. Commercial Large Uncompacted
Containers - 22 Pickups a Month
Monthly Charge $3,004
51. Commercial Large Uncompacted
Containers - 23 Pickups a Month
Monthly Charge $3,139
52. Commercial – Large Compacted
Containers – One Pick-up a Month
Monthly Charge $123.00
53. Commercial - Large Compacted
Containers - Two Pickups a Month
Monthly Charge $247.00
54. Commercial – Large Compacted
Containers - Three Pickups a Month
Monthly Charge $371.00
55. Commercial Large Compacted
Containers - Four Pickups a Month
Monthly Charge $494.00
56. Commercial Large Compacted
Containers - Five Pickups a Month
Monthly Charge $618.00
57. Commercial Large Compacted
Containers - Six Pickups a Month
Monthly Charge $742.00
58. Commercial Large Compacted
Containers - Seven Pickups a Month
Monthly Charge $865.00
59. Commercial – Large Compacted
Containers – Eight Pickups a Month
Monthly Charge $989.00
60. Commercial - Large Compacted
Containers - Nine Pickups a Month
Monthly Charge $1,112.00
61. Commercial – Large Compacted
Containers - Ten Pickups a Month
Monthly Charge $1,236.00
62. Commercial Large Compacted
Containers - 11 Pickups a Month
Monthly Charge $1,360.00
63. Commercial Large Compacted
Containers - 12 Pickups a Month
Monthly Charge $1,483.00
64. Commercial Large Compacted
Containers - 13 Pickups a Month
Monthly Charge $1,607.00

65. Commercial Large Compacted Containers - 14 Pickups a Month Monthly Charge $1,730.00
66. Commercial – Large Compacted Containers – 15 Pickup a Month Monthly Charge $1,854.00
67. Commercial - Large Compacted Containers - 16 Pickups a Month Monthly Charge $1,978.00
68. Commercial – Large Compacted Containers - 17 Pickups a Month Monthly Charge $2,101.00
69. Commercial Large Compacted Containers - 18 Pickups a Month Monthly Charge $2,225.00
70. Commercial Large Compacted Containers - 19 Pickups a Month Monthly Charge $2,348.00
71. Commercial Large Compacted Containers - 20 Pickups a Month Monthly Charge $2,472.00
72. Commercial Large Compacted Containers - 21 Pickups a Month Monthly Charge $2,596.00
73. Commercial Large Compacted Containers - 22 Pickups a Month Monthly Charge $2,719.00
74. Commercial Large Compacted Containers - 23 Pickups a Month Monthly Charge $2,843.00
75. Commercial Large Compacted Containers - 24 Pickups a Month Monthly Charge $2,966.00
76. Multiple Single-Family Unit – Single Commercial container – Individual User Monthly Charge $9
77. Construction debris disposal – any container – Additional Charge $22
78. Minimum 30 C.Y. Uncompacted Container Monthly Charge (Regardless of pickup) $50
79. Service Charge for late bill $3
80. Maximum Unified Utility Service Charge $3

Street Department Loaner Fees

1. Candlesticks and Base ..... $50 each
2. A-Frame ..... $65 each
3. Cones ..... $50 each
4. Sign and Stand ..... $300 each

Park and Recreation Fees

1. Sandy Downs – 2702
    a. Admission $1
        i. Parking
        ii. Parking (event holder) $1
        iii. Parking (events) $5
        iv. RV Parking Monthly $125
        v. RV Parking Daily $10
    b. Rentals Daily
        i. Grandstand Cleaning Deposit (each event) $500
        ii. Grandstand/Arena $600
        iii. Fire Pit $20
        iv. Arena $100
        v. Water Truck $150
        vi. Tractor $150
    c. Rodeo Setup/Takedown $300
    d. Stall Area
        i. Stall Daily $5
        ii. Stall Monthly $30
        iii. Tack Room Monthly $10
        iv. Horse Walker Monthly $10
        v. Horseback Riding Permit Annual $20
2. Parks Rental/ – 2703
    a. Shelters/Decks Daily
        i. Application Fee (non-refundable) $50
        ii. Small Shelter $50
        iii. Band Shell $175
        iv. Multi-Purpose Shelter Hockey Event $200
        v. Sportsman's Island Deck Area $35
        vi. Jenson Overlook Deck Area $35
        vii. Memorial Drive Vendor Half-Pad $50
        viii. Memorial Drive Vendor Full-Pad $100
    b. Rentals
        i. Picnic Table (6 tables) $50
        ii. Additional Picnic Table $5
    c. Trash Cans (each) $4

d. Volleyball Set Deposit $10
e. Water Spigot Deposit $75
f. Bleacher (per unit) $40
g. Fencing (up to 200 feet) $100
h. Additional Fencing (beyond 200 feet) ..... $0.20 per foot
i. Canopy (15' x 15') $75
j. Canopy (20' x 40') $250
k. Banners (set of 10) $150
l. Additional Banner(s) (each) $12
m. Special Event/Cleaning Deposit (over 100 people) $300

3. Weed Control – 2705
   a. Tractor with Operator (hour) $100
   b. Hand Work per Operator (hour) $30
   c. Enforcement Administration Fee (per lien) $100
   d. Lien Placement Fee (per lien) $25
4. Noise Park – 2706
   a. Admission $1
   b. Parking $1
   c. Parking RV Daily $5
   d. Practice Rider $20
   e. Practice Rider 10 Punch Pass $150
   f. Practice Rider Season Pass $250
   g. Event Rental $500
   h. Concession Booth Rental (event) $100
5. Horticulture/Forestry – 2707
   a. Tree Trimming/Removal Permit $10
   b. Arborist (hour) $50
   c. Lift Truck with Operator (hour) $100
   d. Hand Work per Operator (hour) $30
   e. Fee for removal of trees
   f. Enforcement Administration Fee (per lien) $100
   g. Lien Placement Fee (per lien) $25
6. Activity Center – 2708
   a. Small Rental (east and west rooms 2 hour min.) $10
   b. Large Rental (south room 2 hour min) $15

c. Large Reception Rental (3 hour min or $175 a day) $25
d. Kitchen Rental (1/2 day $45.00) $85
~~e.~~ Cleaning Deposit Fee $100

7. Cemetery – 2901

a. Burial
   i. Saturday Burial $150
   ii. After 4:30pm Burial $100
   iii. Opening/Closing Adult/Child $325
   iv. Opening/Closing Infant $165
   v. Opening/Closing Cremation $125
b. Disinterment
   i. Disinterment Adult/ Child $800
   ii. Disinterment Infant $320
   iii. Disinterment Cremation $125
c. Burial Spaces
   i. Adult/Child Up Right Section $500
   ii. Adult/Child Fielding Flat Section $500
   iii. Infant (under 1 year) $200
d. Niche Wall
   i. Niche Wall Top $400
   ii. Niche Wall Middle $300
   iii. Niche Wall Bottom $200
e. Niche Wall Parkhaurst
   i. Niche Wall Top $350
   ii. Niche Wall Middle $400
   iii. Niche Wall Bottom $350
   iv. Memorial Wall Per Line (east and west side) $125

8. Tautphaus Park Zoo – 2704

a. Admission
   i. Regular Admission – Adult $7
   ii. Regular Admission – Child (4-12 years) $4

iii. Regular Admission – Senior (62+) $5.50
iv. Regular Admission – 3 and Under ..... Free
v. Educational/Group – Adult $6
vi. Educational/Group – Child (4-12 years) $3.50
vii. Educational/Group – Senior (62+) $4.50
viii. Educational/Group – 3 and Under ..... Free
ix. Non-Tax Group – Adult $5.67
x. Non-Tax Group – Child (4-12 years) $3.31
xi. Non-Tax Group – Senior (62+) $4.25
xii. Non-Tax Group – 3 and Under ..... Free
xiii. City Rate – Adult $5
xiv. City Rate – Child (4-12 years) $3
xv. City Rate – Senior (62+) $4.50
xvi. City Rate – 3 and Under ..... Free

b. Program Fees
i. 45 Min Class – Tots $15
ii. 60 Min Class – K through 2nd $17.50
iii. 90 Min Class – 3rd through 5th $20
iv. 3 Hour Class 6th through 8th $25
v. 3 Hour Class – Weeklong (7-9 years) $85
vi. 3 Hour Class – Weeklong (7-9 years) years) Members $70
vii. 7 Hour Class – Weeklong (10-12 years) $140

viii. 7 Hour Class – Weeklong (10-12 years) Members $115
ix. Behind the Scenes Tours $30
x. Behind the Scenes Tours Members $25
xi. Overnight Safari $55
xii. Overnight Safari Members $45
xiii. Group Overnight Safari $50
xiv. Group Overnight Safari Members $40
xv. Junior ZooCrew $105
xvi. Junior ZooCrew Members $85
xvii. Late Pick-up Fee ..... $5 every 15 minutes
xviii. Penguin Feeding Program (fee for fish to feed penguins) $3
xix. Keeper for a Day $100

c. Rental Fees
i. Tent (2 hour min) ..... $75 an hour
ii. Tent (additional hours) ..... $35 an hour
iii. After Hours Fee (2 hour min) ..... $150 an hour
iv. Animal Encounter Show $35
v. Animal Interaction (1 person, 2 animals, 30 minutes) $35
vi. Costume Character Appearance (1/2 hour) $45
vii. Tent (10' x 10') $25
viii. Tent (20' x 40') $100
ix. Wagon/Stroller Rental $4

d. Parties and Gatherings
i. Birthday Package (only 10am or 2pm) $85
ii. Daytime Event $145

iii. Private Evening Event $480
iv. Off Season Birthday Party $70

e. Penguin Interaction
i. Adult $20
ii. Child (4-12) $10
iii. Group Discount (6 or more people) ..... 20% discount

f. Volunteer Led Programs
i. Onsite Tours (max 25 people) $10
ii. Offsite Outreach (40 people or more)
1. Within District #91 & #93 (non-profit) $15
2. Within District #91 & #93 (profit) $25
3. Outside Districts #91 & #93 (30 mile radius) $30
4. Any Group between 30 and 50 mile radius of zoo $40
5. Any Second Program on the same day as first $15
iii. Assembly Programs (40-100 people)
1. Within District #91 & #93 (non-profit) $60
2. Within District #91 & #93 (profit) $75
3. Outside Districts #91

& #93 (50 mile radius) $75

4. Assembly Programs (over 100 people) $100

g. Staff Led Programs
   i. 50-100 Miles $100
   ii. 101-150 Miles $150
   iii. 151-200 Miles $200
   iv. Additional Programs Fees (same day up to 3) $50
   v. Per Mile Fee (round trip mileage) ..... $0.50 a mile

9. Recreation – 4801, 4802, 4806,

a. Temporary Concession Permit(one day per site/per stand) $15

b. Ice Arena
   i. Ice Rental Fee $70
   ii. Public Skate
      1. Ages 4-12 ..... $3.25
      2. Ages 13 + ... $4
   iii. Stick, Shoot, and Freestyle
      1. Youth $4
      2. Adult $5.25
   iv. 10 Punch Pass
      1. Ages 4-12 ..... $25
      2. Ages 13 + ... $33.50
   v. 30 Punch Pass
      1. Ages 4-12 ..... $70
      2. Ages 13 + ... $95
   vi. Annual Pass
      1. Ages 4-12 ..... $245
      2. Ages 13 + ... $315
   vii. Skate Rentals $3.25
   viii. Ice Skating Lessons $45
   ix. Ski Rental for Youth $5

c. Recreation Center
   i. Wallyball $3.25
   ii. Racquetball $3.25
   iii. Weight Room $2.75

iv. Pre-School Gym $1

d. Basketball

i. Basketball Skills $30
ii. Summer Camp $60
iii. Jr. League Summer $40
iv. Jr. League Fall $40
v. Jr. League Winter $40
vi. Adult League Summer ..... $375 team
vii. Adult League Fall ..... $425 team
viii. Adult League Winter ..... $425 team
ix. Alumni Tournament ..... $225 team
x. Hispanic League ..... $375 team
xi. Women's League ..... $375 team

e. Softball/Baseball

i. Adult Men's Slow-Pitch Fall ..... $515 team
ii. Fast Pitch Girls ..... $515 team
iii. Adult Softball Men's League ..... $790 team
iv. Adult Softball Comp Co-Ed Fall ..... $600 team
v. Adult Softball Co-Ed ..... $515 team
vi. Bobbie Sox Softball $39
vii. Knothole Baseball $39

f. Flag Football

i. Youth $39
ii. Adult ..... $450 team

g. Soccer

i. Clinics 12U $50
ii. Clinics 10U $50
iii. Clinics 8U $35

h. Tennis Lessons $20
i. Tennis Camp $10
j. Volleyball Girls $30
k. Taiko $60
l. Dance Classes $35
m. Running Program $43
n. Smart Start Program $35
o. Breakfast with Santa $6.50
p. Daddy Daughter Date ..... $44 couple
q. Skateboard Clinics $40
r. Fishing Buddies Clinic $30

s. Fishing Clinic $38

10. Wes Deist Aquatic Center Fees – 4803

a. Membership fees

i. 1-Month Senior $40
ii. 3-Month Senior $105.50
iii. 6-Month Senior $189
iv. 1-Year Senior $280
v. 1-Month Adult $45
vi. 3-Month Adult $118
vii. 6-Month Adult $211
viii. 1-Year Adult $312
ix. 1-Month Couple (couple is 2 people from the same household) $78.50
x. 3-Month Couple $213
xi. 6-Month Couple $312
xii. 1-Year Couple $400
xiii. 1-Month Family (family is up to 5 people in the same household) $113
xiv. 3-Month Family $245
xv. 6-Month Family $400
xvi. 1-Year Family $668
xvii. 1-Month Family Add-On (add 1 extra person to family pass, must live in same household) $17.50
xviii. 3-Month Family Add-On $23
xix. 6-Month Family Add-On $34
xx. 1-Year Family Add-On $56

b. Punch Cards (10 time punch cards for lap & public swims and fitness classes)

i. Adult Everything Punch Card $38
ii. Senior/Child (62 + and 12 & under) Everything Punch Card $25

c. Daily Fees
i. Adult (13 +) $4
ii. Senior/Child (62 + and 12 & under) ..... $ 3.50

d. Fitness Classes Daily
i. Adult (13 +) $4.50
ii. Senior/Child (62 + and 12 & under) $3.75

e. Birthday Parties $63

f. Group Rates (pre-arranged groups only)
i. 10-19 in group $3
ii. 20-29 ..... $2.75
iii. 30+ $2.50

g. Facility Rentals
i. Up to 50 Swimmers (per hour) $120
ii. Up to 100 Swimmers (per hour) $130
iii. Up to 150 Swimmers (per hour) $180
iv. Up to 200 Swimmers (per hour) $230
v. Up to 250 Swimmers (per hour) $290
vi. Up to 300 Swimmers (per hour) $360
vii. Up to 350 Swimmers (per hour) $420
viii. Up to 400 Swimmers (per hour) $480
ix. Wading Pool Only (during hours the main pool is already open) $50

x. Wading Pool Only (during hours the main pool is not open) $60
xi. Room Rental $7.50

h. Lessons
i. Full Size Lessons (8 days) $35.25
ii. Half Size Lessons (8 days) $65.25
iii. Private (one 1/2 hour class) $18
iv. Semi-Private (one 1/2 hour class) ..... $ 24

i. Schools
i. School Group Lessons $3.50
ii. High School PE Classes $1.50
iii. High School PE Aerobics $3
iv. Discount Nights (Monday & Jr High Night & Wading Pool & YMCA & Schools (field trips)) $2

j. Kayaking
i. Open Boat $6.50
ii. Group Instructor Fee $7.50

k. Triathlons $20

l. Late Fees for Programs (for those who register after the deadline) $5

m. Daily Themed Programs $15

n. Fitness Challenge $10

o. Lane Rentals (USA/High School/Non-Profit) $10.15

p. Swim Team Fees
i. Rental (for a 4 hour session with set up

and take down) per person, whichever is more ..... $300 or $3

q. High School Swim Team Fees
   i. High School Swim Team Dual Meets (per team per hour) $120
   ii. High School Regional Meets $3
   iii. Junior High Swim Team $125

r. Swim Team Sessions (8 weeks) 4 times a year New Format Sessions (8 Week sessions) 4 times a year
   i. 3 Days per Week (practices) $125
   ii. 2 Days per Week $90
   iii. 1 Day per Week $55
   iv. Add on an Additional Day Session $35

s. Multi Family Program Discounts
   i. (discounts are for multi-family members living in the same household signing up for the same program – first person is regular price)
   ii. 2nd Person ..... 5% Discount
   iii. 3rd or More ..... 10% Discount

t. Family Night $10

11. Golf Course(s) Fees – 6001, 6002, 6003, 6004, 6005, 6006

a. Non-Resident Green Fees

i. Weekday 9 Holes $18.50
ii. Weekday 18 Holes $25.75
iii. Weekend 9 Holes $19.50
iv. Weekend 18 Holes $26.75
v. Out-of-State 9 Holes $19.50
vi. Out-of-State 18 Holes $35

b. Resident Green Fees
i. Weekday 9 Holes $15.50
ii. Weekday 18 Holes $22.75
iii. Weekend 9 Holes $16.50
iv. Weekend 18 Holes $23.75

c. Make-Up Green Fees
i. Make-Up One $7.25
ii. Make-Up Two $3
iii. Make-Up Three $1

d. Resident Season Passes
i. First Adult $585
ii. Second Adult $470
iii. First Senior 5-Day $400
iv. Second Senior 5-Day $360
v. First Senior 7-Day $500
vi. Second Senior 7-Day $460
vii. Young Adult Pass $370

e. Non-Resident Season Passes
i. First Adult $625
ii. Second Adult $505
iii. First Senior 5-Day $440
iv. First Senior 7-Day $540
v. Second Senior 7-Day $460
vi. Annual User Fee $1

f. Junior Season Passes
i. Full-Time Junior $220
ii. Part-Time Junior $150

g. Resident Punch Passes
i. Punch 10-9 Hole $143.84
ii. Punch 10-18 Hole $209.25
iii. Punch 20-9 Hole $272
iv. Punch 20-18 Hole $395.25

h. Non-Resident Punch Passes
i. Punch 10-9 Hole $171
ii. Punch 10-18 Hole $236.25

iii. Punch 20-9 Hole $323
iv. Punch 20-18 Hole $446.25

i. Locker Fee Yearly $190.44
j. Cart Usage Fee Yearly $190.44
k. Driving Range
i. Small Bucket $4
ii. Large Bucket $5.50
iii. Small Bucket 10 Punch Pass $34
iv. Large Bucket 10 Punch Pass $46.75
l. Short Course
i. Green Fees $4
ii. Punch Pass $34
iii. Yearly Pass (75) $84
iv. Yearly Pass (115) $126
m. Golf Cart Rentals
i. Golf Cart Per Rider 9 Holes $6
ii. Golf Cart Per Rider 18 Holes $12
iii. Private Cart Trail Fee per Rider 9 Holes $6
iv. Private Cart Trail Fee per Rider 18 Holes $12
v. Punch Card 11-9 Hole $60
vi. Punch Card 11-18 ..... $115
n. Single Rider Cart Pass Yearly $828
o. Couple Rider Cart Pass Yearly $1025.80
p. Club Rental 9 Holes
i. High End Clubs $20
ii. Standard Clubs $7.95
iii. Push Cart $3
q. Club Rental 18 Holes
i. High End Clubs $30
ii. Standard Clubs $10
iii. Push Cart $5

12. Memorials
a. Memorial Bench $550

b. Remembrance Tree $350

*All Season Pass Categories, except for the Junior (Age 17-Under) Passes will be subject to a $1 per round USER FEE. Pass Holders will have the option to avoid this per round USER FEE by paying an annual User Fee of $60 per Pass Holder.

Airport Division

1. Landing Fee ..... $1.30 per 1,000 pound gross weight
2. Fuel Flowage Fee ..... $0.05 for each gallon of aviation fuel dispensed into any general aviation aircraft.
3. Passenger Facility Charge $4.50

Planning and Building Division

1. Erosion Control
    a. Initial Erosion Control Contractors Certificate $50
    b. Erosion Control Contractors Certificate Renewal $25
    c. Erosion Control Plan Permit – Plans less than One Acre $50
    d. Erosion Control Plan Permit – Plans One Acre or More $100
2. Print and Digital Data Costs
    a. Paper
        i. Zoning Map –6'' x 50'' $6
        ii. Street Map – 36'' x 36'' $5
        iii. Street Map –24'' x 24'' $3
        iv. Aerial Map –36'' x 48'' $12
        v. Aerial Map –36'' x 36'' $9
        vi. Aerial Map –24'' x 36'' $6
        vii. KIP or Blue Line Print – 24'' x 36'' $3
        viii. Print (Per Print More than 5) – 8.5'' x 11'' $0.50
        ix. Print (Per Print More than 5) – 11'' x 17'' $1
        x. Custom Size Print ..... $0.50 per Square Foot
        xi. Custom Size Aerial Print ..... $1 per Square Foot
    b. Mylar
        i. Site Plan – 24'' x 36'' $6
        ii. Custom Size Print ..... $1 per Square Foot
        iii. Custom Size Aerial Print ..... $2 per Square Foot
    c. Digital Data
        i. CD ..... $1 per Disk
        ii. DVD ..... $2 per Disk
    d. Shipping and Handling (US Postal Service)
        i. Envelope $2
        ii. CD-mailer $2
        iii. Map Tube $10
3. Subdivision Fees

a. Preliminary Plat Application fee $100
b. Final Plat Application fee ..... $250 plus $28 lot fee for each lot appearing on plat
c. Acre Fee, for each acre appearing on the plat $63
d. Subdivision Improvement Plan ..... $200, plus $10 per lot appearing on the plans or $200 plus $20 per acre, whichever is greater

4. Annexation Fees
   a. Bridge and Arterial Streets Fee ..... $100 per required parking space
   b. Surface draining fee per square foot of assessable land $0.0075
5. Application Fees
   a. Variance Application $350
   b. Rezoning Application $550
   c. Planned Transition Zone Application $550
   d. Comprehensive Plan Amendment $250
   e. Conditional Use Permit (Either Planning Commission or City Council) $225
   f. Conditional Use Permit (Both Planning Commission and City Council) $325
   g. RSC-1 Zone Site Plan Review $150
   h. Planned Unit Development $300
6. Building Permit Fees
   a. Total Valuation $1 up to $500 ..... $18.13
   b. Total Valuation up to $600 ..... $20.39
   c. Total Valuation up to $700 ..... $23.79
   d. Total Valuation up to $800 ..... $27.19
   e. Total Valuation up to $900 ..... $29.46
   f. Total Valuation up to $1,000 ..... $31.72
   g. Total Valuation up to $1,100 ..... $33.99
   h. Total Valuation up to $1,200 ..... $36.26
   i. Total Valuation up to $1,300 ..... $38.52
   j. Total Valuation up to $1,400 ..... $40.79
   k. Total Valuation up to $1,500 ..... $43.05
   l. Total Valuation up to $3,000 ..... $74.58
   m. Total Valuation up to $4,000 ..... $80.44
   n. Total Valuation up to $5,000 ..... $91.77
   o. Total Valuation up to $6,000 ..... $103.10
   p. Total Valuation up to $7,000 ..... $115.57

q. Total Valuation up to $8,000 ..... $126.90
r. Total Valuation up to $9.000 ..... $137.09
s. Total Valuation up to $10,000 ..... $149.56
t. Total Valuation up to $11,000 ..... $160.89
u. Total Valuation up to $12,000 ..... $172.22
v. Total Valuation up to $13,000 ..... $183.55
w. Total Valuation up to $14,000 ..... $194.88
x. Total Valuation up to $15,000 ..... $205.88
y. Total Valuation up to $16,000 ..... $218.67
z. Total Valuation up to $17,000 ..... $230.00
aa. Total Valuation up to $18,000 ..... $242.46
bb. Total Valuation up to $19,000 ..... $252.66
cc. Total Valuation up to $20,000 ..... $263.99
dd. Total Valuation up to $21,000 ..... $276.45
ee. Total Valuation up to $22,000 ..... $287.78
ff. Total Valuation up to $23,000 ..... $297.98
gg. Total Valuation up to $24,000 ..... $310.44
hh. Total Valuation up to $30,000 ..... $362.56
ii. Total Valuation up to $31,000 ..... $370.49
jj. Total Valuation up to $32,000.00 ..... $377.29
kk. Total Valuation up to $33,000 ..... $387.49
ll. Total Valuation up to $34,000 ..... $395.42
mm. Total Valuation up to $35,000 ..... $404.48
nn. Total Valuation up to $36,000 ..... $411.28
oo. Total Valuation up to $37,000 ..... $419.21
pp. Total Valuation up to $38,000 ..... $429.41
qq. Total Valuation up to $39,000 ..... $437.34
rr. Total Valuation up to $40,000 ..... $444.14
ss. Total Valuation up to $41,000 ..... $454.33
tt. Total Valuation up to $42,000 ..... $462.26
uu. Total Valuation up to $43,000 ..... $470.20
vv. Total Valuation up to $44,000 ..... $479.26
ww. Total Valuation up to $45,000 ..... $487.19
xx. Total Valuation up to $46,000 ..... $495.12
yy. Total Valuation up to $47,000 ..... $504.19
zz. Total Valuation up to $48,000 ..... $512.12
aaa. Total Valuation up to $49,000 ..... $520.05
bbb. Total Valuation up to $50,000 ..... $529.11
ccc. For total valuation between $50,001 and $100,000 ..... $529.11 for the first $50,000 valuation, plus $5.55 for each additional $1,000 or faction thereof

ddd. For total valuation between $100,001 and $400,000 ..... $820.00 for the first $100,000 valuation, plus $4.26 for each additional $1,000.00 or fraction

thereof

eee. For total valuation between $500,001. and $1,000,000. ..... $2,604.77 for the first $500,000 valuation, plus $3.81 for each additional $1,000 or fraction thereof

fff. For total valuation of $1,000,000 and beyond ..... $4,520.67 for the first $1,000,000 valuation, plus $2.43 for each additional $1,000 or fraction thereof

7. New Residential Buildings and Additions Valuation Multiplies
   i. Dwelling Unit Valuation ..... $47.19 per Square Foot
   ii. Finished Basement ..... $14.52 per Square Foot
   iii. Wood-Frame Garage ..... $15.51 per Square Foot
8. Commercial Permits
   a. Commercial Electrical Wiring Permit ..... $27.44 plus 1.5% of first $20,000 of wiring costs, plus 0.75% of wiring costs in excess of $20,000 (Wiring Costs include the total costs of any and all equipment, materials, and labor for installation governed by the National Electrical Code.
   b. Commercial Mechanical Permits ..... $27.44 plus 1.5% of the first $20,000 Plus 0.75% of amounts over $20,000 of bid amount. The Bid amount includes total costs of all equipment, materials, and labor for installation governed by the Uniform Mechanical Code.
   c. Commercial Plumbing Permit Fees ..... $27.44 plus 1.5% of first $20,000 plus 0.75% of amounts over $20,000 of bid amount. The bid amount includes total costs of all equipment materials, and labor for installation governed by the the Uniform Plumbing Code.
   d. Commercial Re-Roofing Permit Fee ..... $27.44 plus 1% of first $20,000 of roofing costs, plus .7875% of the costs in excess of $20,000 Dollars (Maximum Fee $3,000)

9. Residential Permits Fees
    a. Residential Electrical Permits ..... $27.44; plus $5.32 for each electrical service branch circuit, hot tub, spa; plus $21.52 for each swimming pool.
    b. Residential Mechanical Permit Issuance ..... $27.44 plus $4.64 Unit Fee per installation or relocation of each mechanical unit
    c. Residential Plumbing Permit Fees
        i. Unit Fee for Each Plumbing Fixture $4.64
        ii. Unit Fee for Each Gas Piping System $4.64
    d. Residential Re-Roofing Permit ..... 1% of valuation. Minimum fee of $22.27, Maximum fee of $100
    e. Signs, Outline Lighting Systems or Marquees
        i. One Branch Circuit Sign $5.95
        ii. Additional Branch Circuits Within Same Sign ..... $3.56 per Branch Circuit
10. Other Inspections and Fees (covers residential and commercial buildings, plumbing, mechanical and electrical)
    a. Permit Issuance Fee (For Issuing Each Permit) $27.44
    b. Inspections outside of normal business hours (Minimum 2 hour charge) ..... $67.98 per hour or hourly cost to City, whichever is greatest
    c. Re-inspection fees (Section 305.8) ..... $67.98 per hour hourly cost to City, whichever is greatest
    d. Inspection for which no fee is specifically indicated (minimum one-half hour charge) ..... $67.98 per hour hourly cost to City, whichever is greatest

e. Additional plan review required by changes, additions, or revisions to plan (minimum one-half hour charge)..... $ 35.12 per hour
hourly cost to City,
whichever is greatest

Library

1. Overdue Fine ..... $0.25 per day per item
2. Maximum Overdue Fine ..... $5 per item
3. Lost item ..... Original retail cost or library's replacement cost, whichever is less
4. Lost or damaged barcode $1
5. Lost or damaged RFID tag $1
6. Lost or Damaged jacket cover $2
7. Lost or damaged DVD out of set ..... $19 per DVD if able to be ordered separately otherwise must pay the cost to replace entire set
8. Lost or damaged CD out of set ..... $10 per CD if able to be ordered separately otherwise must pay the cost to replace entire set
9. Lost or damaged cassette out of set ..... $10 per cassette if able to be ordered separately otherwise must pay the cost to replace entire set
10. Lost or damaged artwork on CD or DVD $2
11. Lost or damaged case for CD or DVD
    a. 2 to 14 sleeves $7
    b. 16-30 sleeves $11
    c. CD/DVD/VHS case single $2
    d. Cassette case $3
12. Torn page in book $2
13. Lost or damaged spine label $1
14. Lost individual booklet from an Easy Reader set $5
15. Processing fee for lost or damaged items $5
16. Lost or damaged magazine ..... Cover price of the magazine, no processing fee assessed
17. Lost library card $0.50
18. Out of County Card fee $62.54
19. Meeting Rooms
    a. Bonneville County non-business groups ..... $15 first hour, $10 each hour or part thereof after
    b. All other groups ..... $40 first hour, $20 each hour or part thereof after
    c. Cleaning fee ..... Actual cost to clean

and repair the room
(Maximum fee of $50)

d. Non refundable Food fee $50

20. Copies and Printing

a. Black and white

i. One sided 8.5 by 11 inch copy ..... $0.10 per page
ii. Two sided 8.5 by 11 inch copy ..... $0.25 per page
iii. One sided 8.5 by 14 inch copy ..... $0.15 per page
iv. Two sided 8.5 by 14 inch copy ..... $0.30 per page
v. One sided 11 by 14 inch copy ..... $0.20 per page
vi. Two sided 11 by 14 inch copy ..... $0.40 per page

b. Color

i. One sided 8.5 by 11 inch copy ..... $0.25 per page
ii. Two sided 8.5 by 11 inch copy ..... $0.50 per page
iii. One sided 8.5 by 14 inch copy ..... $0.30 per page
iv. Two sided 8.5 by 14 inch copy ..... $0.60 per page
v. One sided 11 by 14 inch copy ..... $0.50 per page
vi. Two sided 11 by 14 inch copy ..... $1 per page

21. Obituary look up on microfilm ..... $5.00 per obituary

CITY OF IDAHO FALLS

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

MUNICIPAL SERVICES

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

August 21, 2014

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **ADOPTION OF 2014-2015 FISCAL BUDGET**

Attached is a copy of the proposed annual 2014-2015 Fiscal Year Budget that was tentatively approved on August 14, 2014 by the Mayor and Council and has been advertised as required by Idaho Code.

Municipal Services respectfully requests the adoption of the 2014-2015 Fiscal Year Budget in the amount of $177,578,424 and the attached appropriation ordinance, appropriating the monies to and among the various funds. Randy Fife, City Attorney, has the appropriative ordinance to review.

Respectfully,

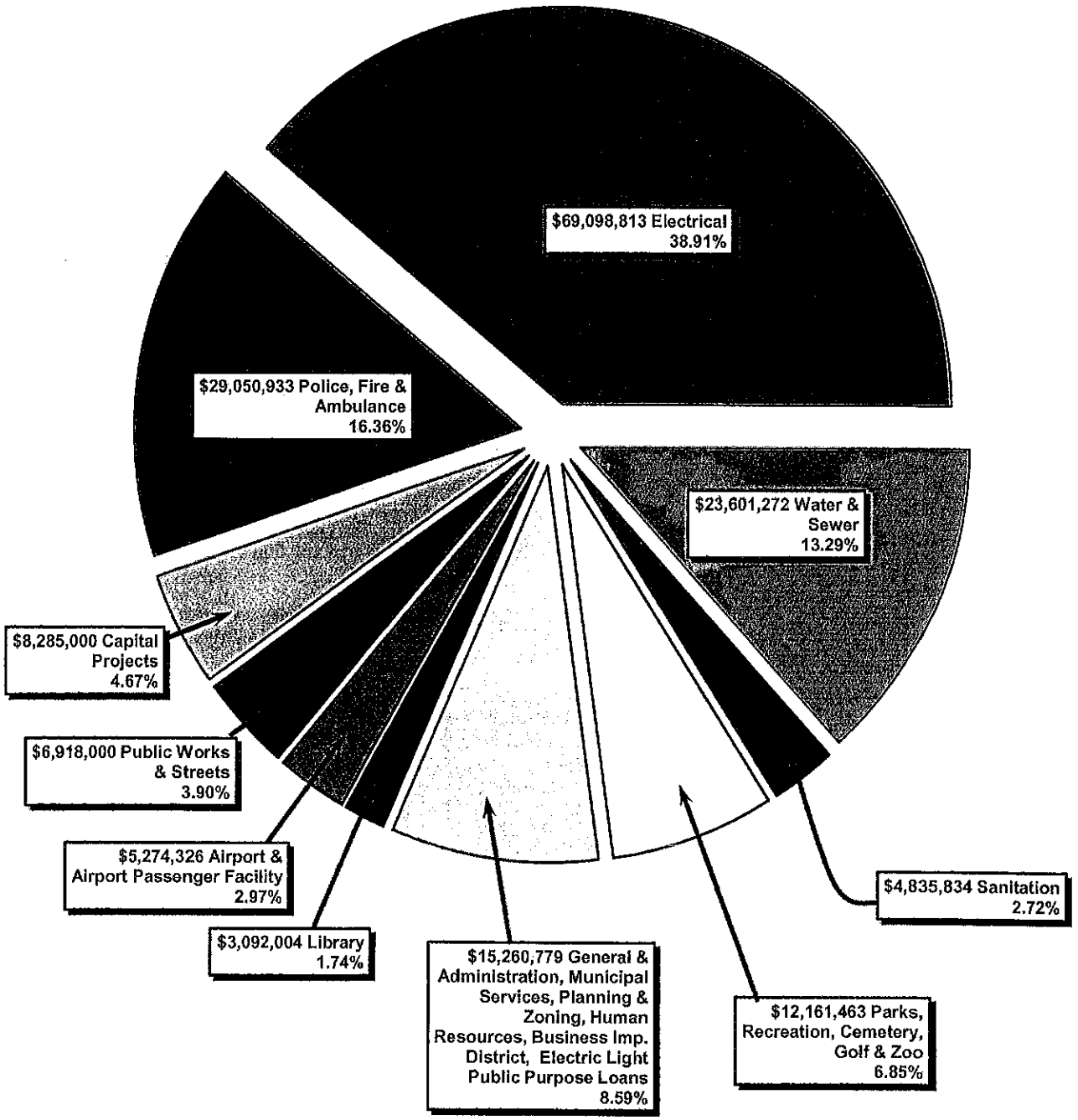
CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch
Attachment

2014 2015

City of Idaho Falls

Expenditures

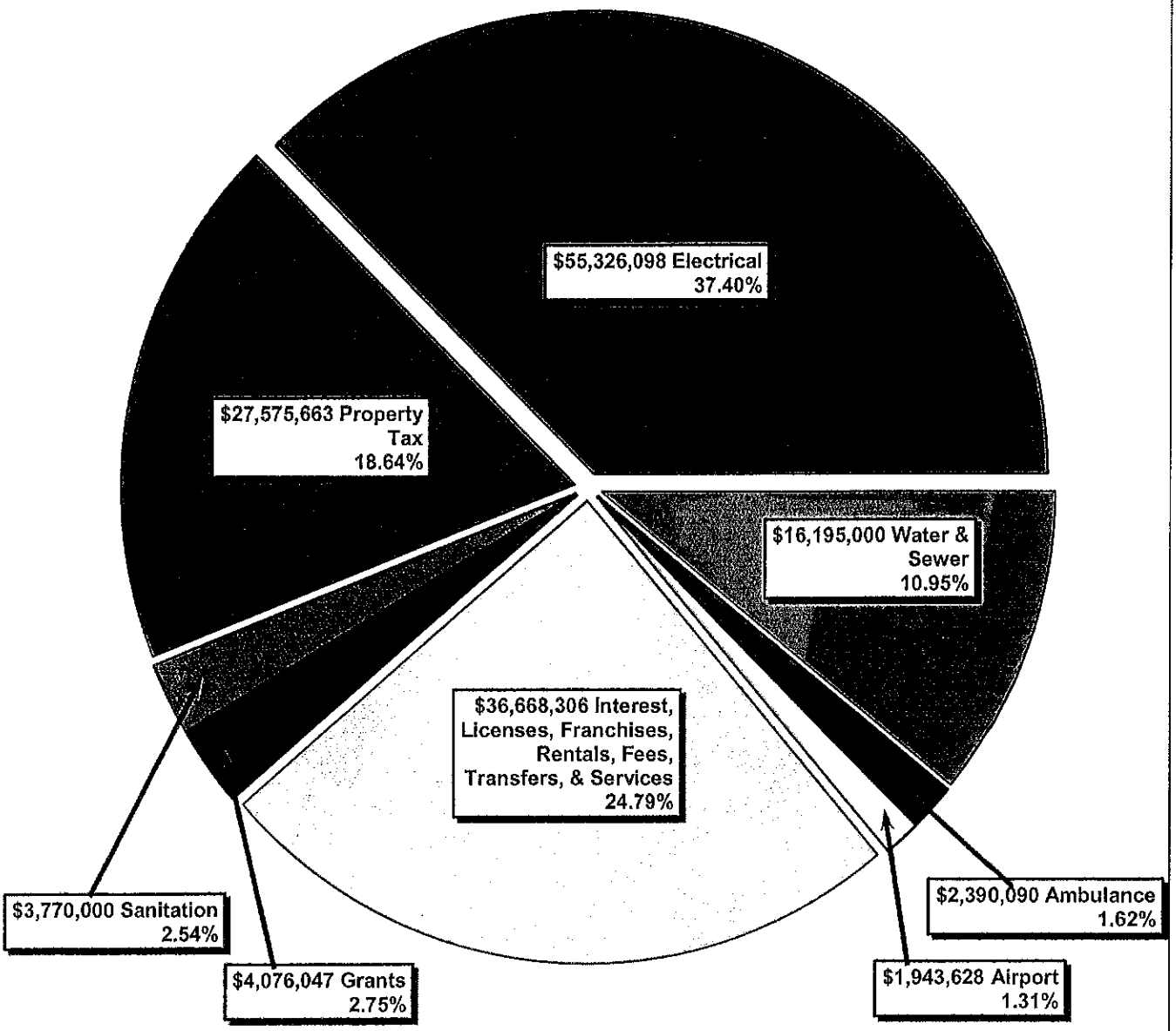


Total $177,578,424

2014 2015

City of Idaho Falls

Earned Revenues and Other Resources

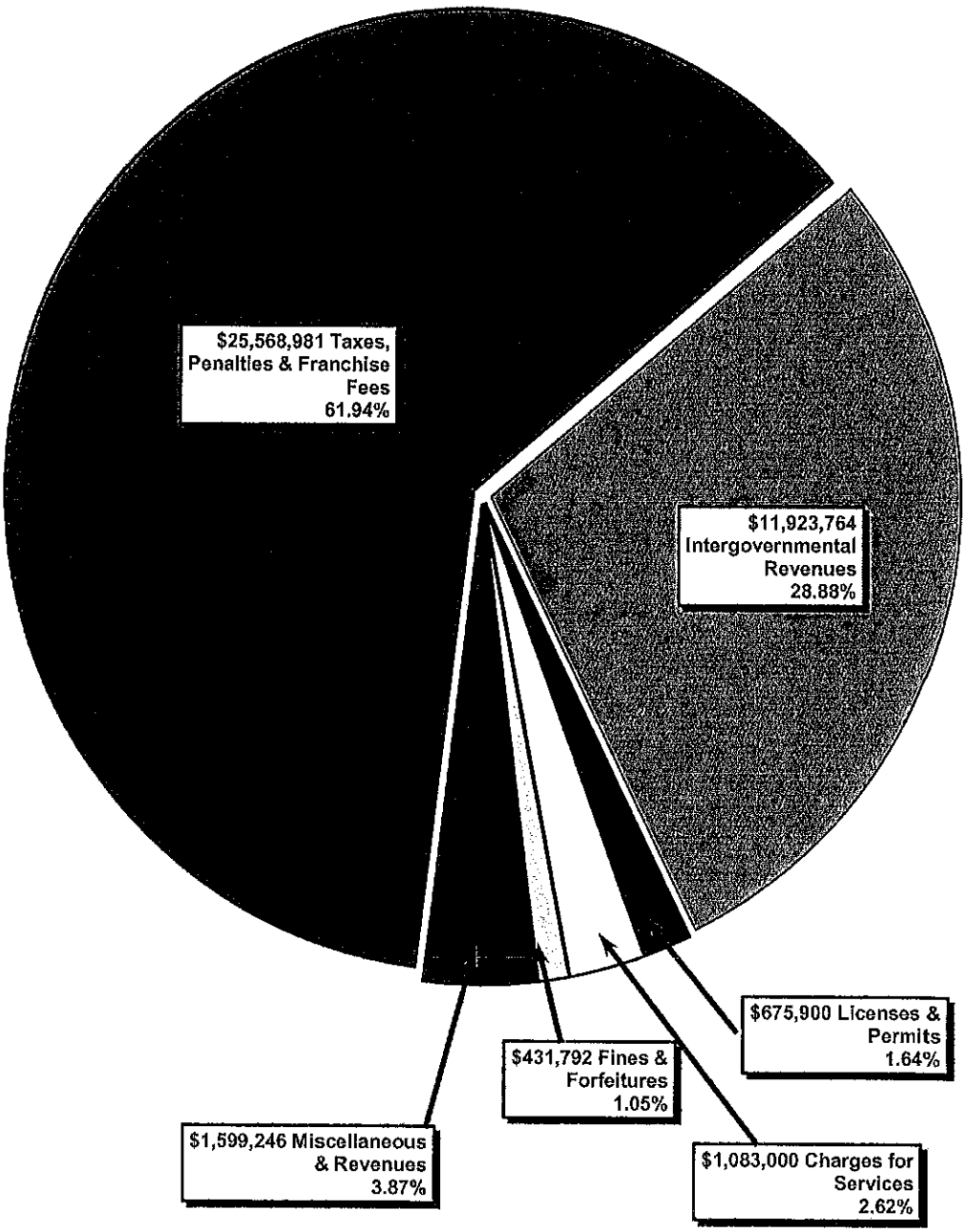


Total Earned Revenue	$147,944,832
Fund Transfers and Fund Balance Carryovers	29,633,592
Total	$177,578,424

2014 2015

City of Idaho Falls

General Fund Revenues

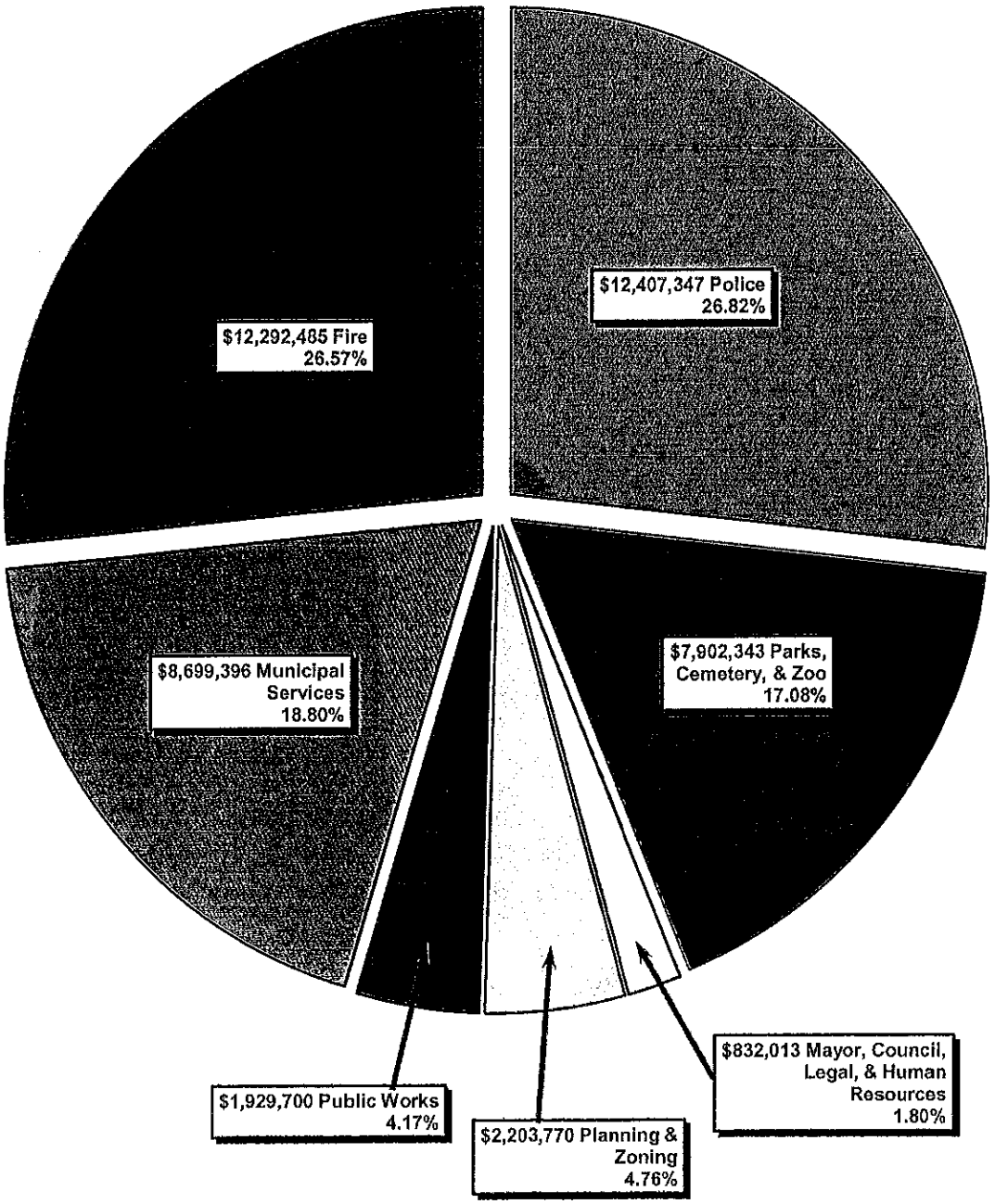


Total $41,282,683

2014 2015

City of Idaho Falls

General Fund Expenditures

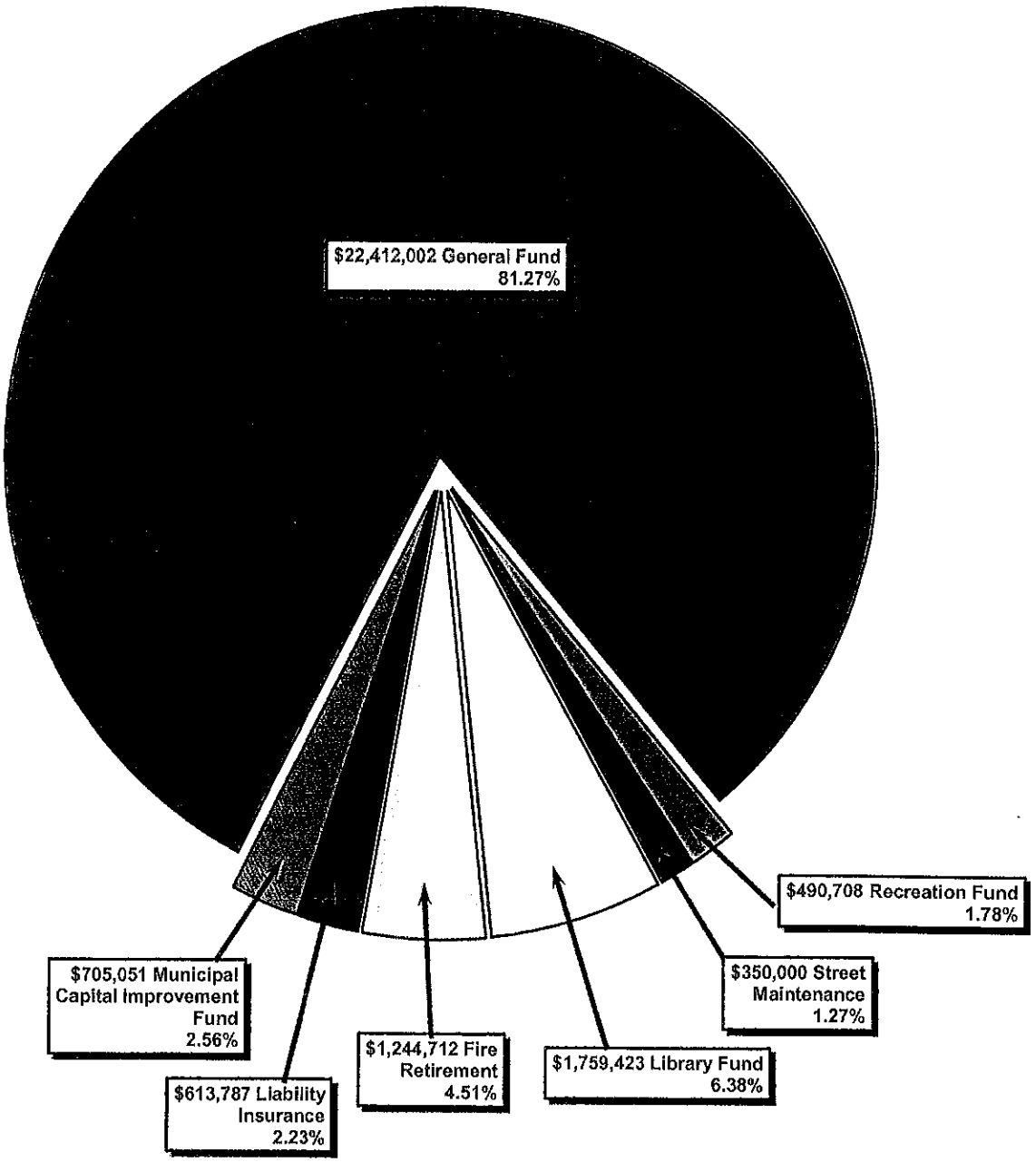


Total $46,267,054

2014 2015

City of Idaho Falls

Property Tax Allocation

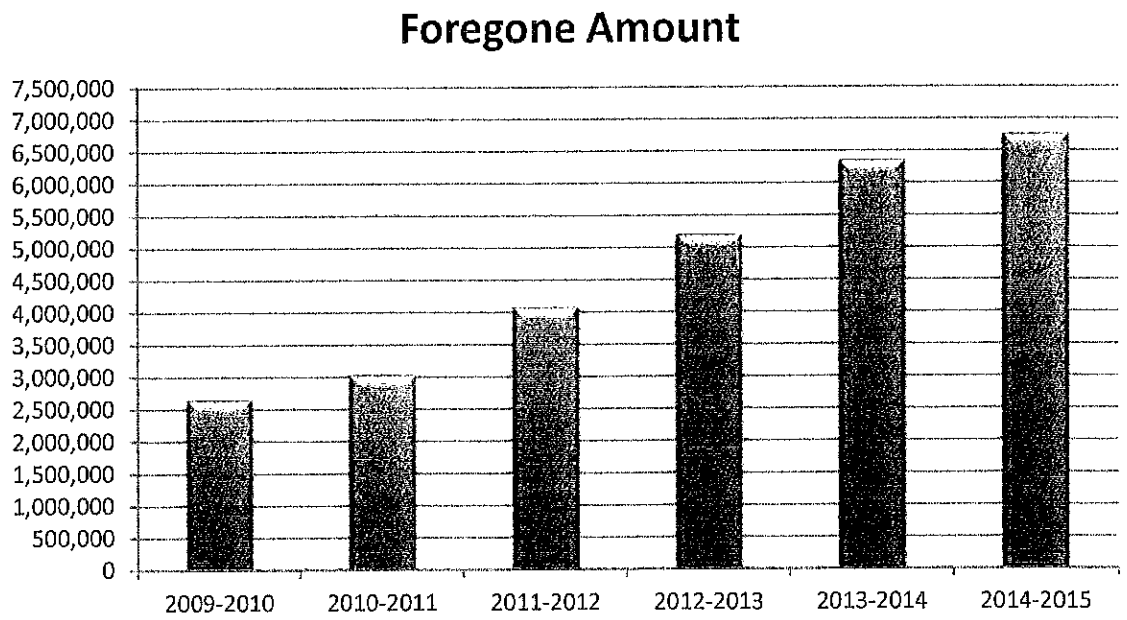


Total

City of Idaho Falls
Foregone Amount
6 Year History with Graph

(e) In the case of a nonschool district for which less than the maximum allowable increase in the dollar amount of property taxes is certified for annual budget purposes in any one (1) year, such a district may, in any following year, recover the foregone increase by certifying, in addition to any increase otherwise allowed, an amount not to exceed one hundred percent (100%) of the increase originally foregone. Said additional amount shall be included in future calculations for increases as allowed;

Budget Fiscal Year	Maximum Allowable	Amount Certified	Foregone Change	Foregone Amount
2009-2010	29,406,840	26,768,236	1,757,981	2,638,604
2010-2011	29,793,290	26,768,236	386,450	3,025,054
2011-2012	30,835,472	26,768,236	1,042,182	4,067,236
2012-2013	31,966,223	26,768,236	1,130,751	5,197,987
2013-2014	33,115,863	26,768,236	1,149,640	6,347,627
2014-2015	34,325,070	27,575,663	401,780	6,749,407



** (source) County L-2 form used to calculate and certify property tax dollars*

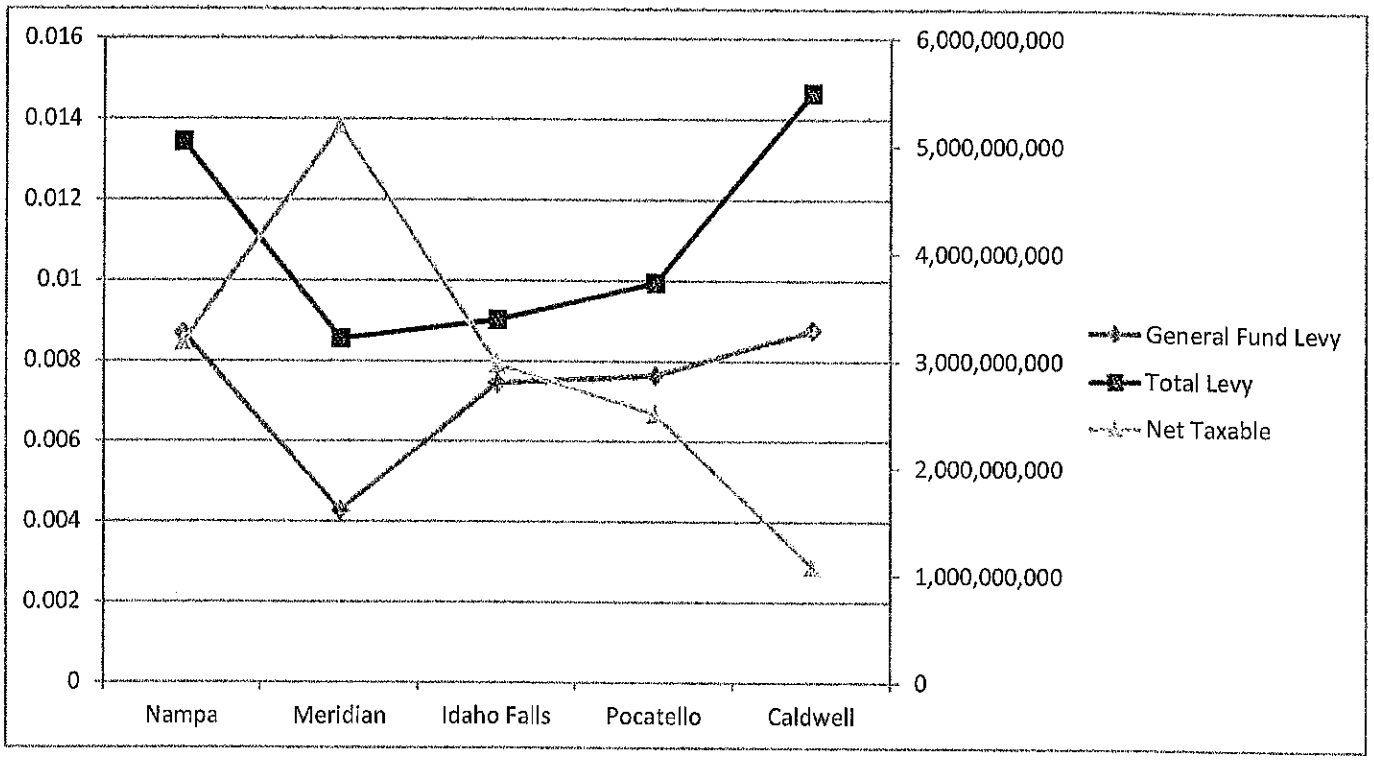
** the actual amount of foregone will be different than L-2 until property values are certified by the State*

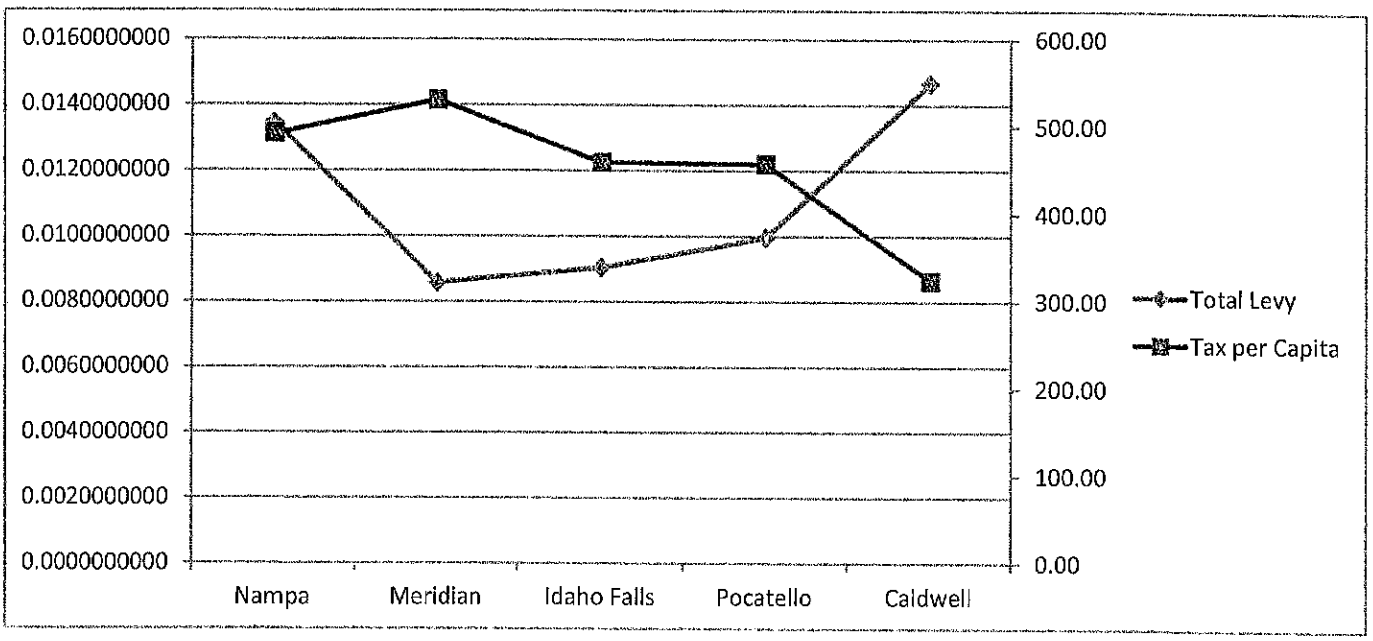
** the amounts shown for the budget year 2014-2015 are estimates only and not based on certified dollars*

2013 Levy and Property Tax Comparison

City	Estimated 2013 Population	General Fund Levy	Total Levy	Net Taxable Value	Full Value	Property Tax per Capita
Nampa	86,518	0.0086554990	0.0134306440	3,171,811,384	3,957,062,409	492.38
Meridian	83,596	0.0042588550	0.0085506530	5,186,841,362	6,694,943,942	530.54
Idaho Falls	58,292	0.0074272580	0.0090267460	2,965,311,628	3,785,617,353	459.19
Pocatello	54,350	0.0076223620	0.0099393370	2,502,380,360	3,263,310,178	457.63
Caldwell	48,957	0.0087417180	0.0146506449	1,082,995,580	1,445,186,744	324.09

**source - Idaho State Tax Commission website (county L2 form)*





City of Idaho Falls
All City Expenditures
2014-2015

FUND	2013-2014 Adopted Budget	2014-2015 Proposed Budget	Increase (Decrease)
Airport	$5,062,095	$4,674,326	($387,769)
Airport Passenger Facility	600,000	600,000	0
Ambulance	3,785,254	4,351,101	565,847
Bridge & Arterial	300,000	200,000	(100,000)
Business Improvement District	45,600	45,600	0
Electric	71,837,494	69,098,813	(2,738,681)
Electric Light Public Purpose	300,000	300,500	500
General	43,068,309	46,267,054	3,198,745
Golf	2,642,414	2,598,735	(43,679)
Library	3,036,396	3,092,004	55,608
Municipal Capital Improvement	1,000,000	200,000	(800,000)
Municipal Equipment Replacement	1,676,000	2,129,500	453,500
Parks Capital Improvement	0	50,000	50,000
Recreation	1,450,686	1,660,385	209,699
Sanitary Sewer	600,000	600,000	0
Sanitation	4,732,586	4,835,834	103,248
Self-Insurance	1,043,000	1,050,000	7,000
Street	5,743,246	4,988,300	(754,946)
Street Capital Improvement	2,250,000	5,100,000	2,850,000
Surface Drainage	50,000	60,000	10,000
Traffic Light Capital Improvement	1,167,495	875,000	(292,495)
Water & Sewer	33,882,622	23,601,272	(10,281,350)
Water Capital Imp.	1,300,000	1,200,000	(100,000)
TOTAL	**$185,573,197**	**$177,578,424**	**(7,994,773)**

All Funds
Revenues - Expenditures
2014-2015

FUNDS	2013-2014 Expenditure Budget	2014-2015 Proposed Revenues	2014-2015 Proposed Expenditures	Revenues Over (Under) Expenditures	Fund Reserves Available
Airport	$5,062,095	$4,447,628	$4,674,326	($226,698)	Y
Airport Passenger Facility	600,000	600,000	600,000	0	-
Ambulance	3,785,254	4,371,772	4,351,101	20,671	-
Bridge & Arterial	300,000	41,000	200,000	(159,000)	N
Business Improvement District	45,600	52,000	45,600	6,400	-
Electric	71,837,494	55,987,702	69,098,813	(13,111,111)	Y
Elect. Light Public Purpose	300,000	302,000	300,500	1,500	-
Electric Light Rate Stabilization	0	250,000	0	250,000	-
General	43,068,309	41,282,683	46,267,054	(4,984,371)	Y
Golf	2,642,414	2,660,980	2,598,735	62,245	-
Library	3,036,396	2,963,583	3,092,004	(128,421)	Y
Municipal Capital Improvement	1,000,000	731,051	200,000	531,051	-
Municipal Equipment Replacement	1,676,000	1,410,700	2,129,500	(718,800)	Y
Parks Capital Improvement	0	50,000	50,000	0	-
Recreation	1,450,686	1,427,983	1,660,385	(232,402)	Y
Sanitary Sewer	600,000	110,250	600,000	(489,750)	Y
Sanitation	4,732,586	3,805,000	4,835,834	(1,030,834)	Y
Self-Insurance	1,043,000	1,200,000	1,050,000	150,000	-
Street	5,743,246	4,271,000	4,988,300	(717,300)	N
Street Capital Improvement	2,250,000	3,036,000	5,100,000	(2,064,000)	N
Surface Drainage	50,000	12,000	60,000	(48,000)	Y
Traffic Light Capital Improvement	1,167,495	376,000	875,000	(499,000)	Y
Water & Sewer	33,882,622	18,385,000	23,601,272	(5,216,272)	Y
Water Capital Improvement	1,300,000	170,500	1,200,000	(1,029,500)	Y
TOTAL	**$185,573,197**	**$147,944,832**	**$177,578,424**	**($29,633,592)**	

City of Idaho Falls
General Fund Expenditures - Net Budget Comparison
2014-2015

DEPARTMENT	Approved Budget 2011-2012	Approved Budget 2012-2013	Approved Budget 2013-2014	Proposed 2014-2015 Budget	Proposed Increase (Decrease) Over 2013-2014
Council	$88,757	$89,417	$84,727	$85,326	$599
Fire	10,161,449	9,866,743	9,846,523	12,292,485	2,445,962
Governmental Power Costs	760,000	780,000	780,000	780,000	0
Human Resources	183,322	190,669	184,167	189,971	5,804
Judicial	115,069	165,370	214,415	285,123	70,708
Legal	105,546	100,411	107,874	112,114	4,240
Mayor	102,241	122,787	110,706	159,479	48,773
Municipal Services	3,242,682	3,255,593	3,421,515	3,354,375	(67,140)
Non - Departmental	1,437,659	1,233,255	1,575,942	1,565,021	(10,921)
Parks	5,688,280	5,723,543	7,424,669	7,902,343	477,674
Planning & Building	2,541,304	2,270,591	2,183,124	2,203,770	20,646
Police	12,085,238	12,254,341	12,196,676	12,407,347	210,671
Prior Year Encumbrances	3,000,000	3,000,000	3,000,000	3,000,000	0
Public Works	2,024,830	1,972,509	1,937,971	1,929,700	(8,271)
Total Net	41,536,377	41,025,229	43,068,309	46,267,054	3,198,745
Revenues	(38,055,653)	(37,745,558)	(39,096,087)	(41,282,683)	(2,186,596)
Expenditures -	3,480,724	3,279,671	3,972,222	4,984,371	**$1,012,149**
Less Encumbrances	(3,000,000)	(3,000,000)	(3,000,000)	(3,000,000)	
Excess Expenditures / (Revenues)	**$480,724**	**$279,671**	**$972,222**	**$1,984,371**	

New annexation and construction dollars $405,903
Additional property tax dollars of $401,524
Approximately $401,780 increase in foregone for a total of $6,749,407 available in foregone
$1,000,000 will be transferred from General Fund cash reserves to the Street department

New employees (general fund costs only)	**$153,907**
Capital Requests over $15,000 (before other funding)	**$4,595,995**

City of Idaho Falls
General Fund Revenues
2014-2015

Description	2013 - 2014 Actual Budget	2014 - 2015 Estimated Budget	Increase (Decrease)
TAXES & FRANCHISES	$ 24,832,599	$ 25,568,981	$ 736,382
LICENSES & PERMITS	632,900	675,900	43,000
INTERGOVERNMENTAL	11,359,407	11,923,764	564,357
MISC. CHARGES FOR SERV.	451,540	519,100	67,560
PARKS FACILITIES	546,200	563,900	17,700
FINES & FORFEITURES	464,189	431,792	(32,397)
MISCELLANEOUS	809,252	1,599,246	789,994
TOTAL	**$ 39,096,087**	**$ 41,282,683**	**$ 2,186,596**

NOTICE OF PUBLIC HEARING
PROPOSED BUDGET FOR FISCAL YEAR 2014-2015
CITY OF IDAHO FALLS, IDAHO

A public hearing pursuant to Idaho Code section 50-1002, will be held for consideration of the proposed budget for the fiscal year from October 1, 2014 to September 30, 2015. The hearing will be held at the City of Idaho Falls Council Chambers, in the City Annex Building, located at 680 Park Avenue, Idaho Falls, Idaho at 7:30 p.m. on Thursday, August 28, 2014. All interested persons are invited to appear and provide comments regarding the proposed budget. Copies of the proposed budget are available at the Idaho Falls City Controller's Office during regular office hours (8:00 a.m. to 5:00 p.m., weekdays). City Hall is accessible to persons with disabilities. Anyone desiring accommodations for disabilities in order to allow access to the budget documents or to the hearing should contact the City Controller's Office at 612-8230 at least 48 hours prior to the public hearing. The proposed FY 2015 budget is shown below as FY 2015 proposed expenditures and projected revenues.

PROPOSED EXPENDITURES

	FY 2013 Actual Expenditures	FY 2014 Budget Expenditures	FY 2015 Proposed Expenditures
General Fund			
Mayor and Council	$ 185,156	$ 195,433	$ 244,805
Legal	218,003	322,289	397,237
Municipal Services	4,045,490	8,777,457	8,699,396
Planning and Building	1,839,617	2,183,124	2,203,770
Human Resources	193,787	184,167	189,971
Police	12,146,138	12,196,676	12,407,347
Fire	10,061,739	9,846,523	12,292,485
Parks	5,525,378	7,424,669	7,902,343
Public works	1,573,898	1,937,971	1,929,700
General Fund Total	35,789,206	43,068,309	46,267,054
Special Revenue Funds			
Street Fund	4,623,444	5,743,246	4,988,300
Recreation Fund	1,316,882	1,450,686	1,660,385
Library Fund	2,844,239	3,036,396	3,092,004
Airport Passenger Facility Charge Fund	590,028	600,000	600,000
Municipal Equipment Replacement Fund	1,015,621	1,676,000	2,129,500
Electric Light Public Purpose Fund	290,311	300,000	300,500
Business Improvement District Fund	45,600	45,600	45,600
Golf Fund	2,367,599	2,642,414	2,598,735
Special Revenue Funds Total	13,093,724	15,494,342	15,415,024
Internal Service Fund			
Self-Insurance Fund	1,136,794	1,043,000	1,050,000
Capital Projects Funds			
Sanitary Sewer Capital Improvement Fund	-	600,000	600,000
Municipal Capital Improvement Fund	1,050,641	1,000,000	200,000
Street Capital Improvement Fund	4,459,949	2,250,000	5,100,000
Bridge and Arterial Street Fund	17,086	300,000	200,000
Water Capital Improvement Fund	-	1,300,000	1,200,000
Surface Drainage Fund	9,319	50,000	60,000
Traffic Light Capital Improvement Fund	287,231	1,167,495	875,000
Parks Capital Improvement Fund	-	-	50,000
Capital Projects Funds Total	5,824,226	6,667,495	8,285,000
Enterprise Funds			
Airport Fund	3,533,908	5,062,095	4,674,326
Water and Sewer Fund	21,262,927	33,882,622	23,601,272
Sanitation Fund	4,073,292	4,732,586	4,835,834
Ambulance Fund	3,909,807	3,785,254	4,351,101
Electric Fund	54,202,337	71,837,494	69,098,813
Enterprise Funds Total	86,982,271	119,300,051	106,561,346
Total Expenditures - All Funds	$ 142,826,221	$ 185,573,197	$ 177,578,424

PROJECTED REVENUES

	FY 2013 Actual Revenues	FY 2014 Budget Revenues	FY 2015 Projected Revenues
Property Tax Levy			
General Fund	$ 22,002,992	$ 22,025,313	$ 22,762,002
Recreation Fund	481,812	483,062	490,708
Library Fund	1,730,786	1,732,009	1,759,423
Municipal Capital Improvement Fund	693,572	694,066	705,051
Fire Retirement	1,208,591	1,238,786	1,244,712
Liability Insurance	595,000	595,000	613,767
Property Tax Levy Total	26,712,753	26,768,236	27,575,663
Revenue Sources Other Than Property Tax			
General Fund	14,245,630	15,236,988	16,662,202
Street Fund	3,163,277	3,914,476	3,271,000
Recreation Fund	906,070	875,040	937,275
Library Fund	1,093,474	1,102,172	1,204,160
Passenger Facility Fund	590,028	600,000	600,000
Municipal Equipment Replacement Fund	81,197	50,000	100,000
Electric Light Public Purpose Fund	275,073	303,500	302,000
Business Improvement District Fund	50,069	52,000	52,000
Electric Rate Stabilization Fund	222,408	250,000	250,000
Golf Fund	2,396,019	2,659,734	2,660,980
Self-Insurance Fund	1,152,787	1,150,000	1,200,000
Sanitary Sewer Capital Improvement Fund	198,860	139,250	110,250
Municipal Capital Improvement Fund	82,966	1,000	26,000
Street Capital Improvement Fund	1,880,982	250,000	3,036,000
Bridge and Arterial Street Fund	23,983	36,000	41,000
Water Capital Improvement Fund	318,730	169,750	170,500
Surface Drainage Fund	4,535	4,500	12,000
Traffic Light Capital Improvement Fund	203,393	550,376	376,000
Parks Capital Improvement Fund	-	-	-
Airport Fund	3,439,583	3,656,088	3,847,628
Water and Sewer Fund	21,855,854	32,949,500	18,385,000
Sanitation Fund	3,794,328	3,774,000	3,805,000
Ambulance Fund	3,406,157	3,818,883	4,371,772
Electric Fund	57,117,876	55,130,642	55,987,702
Fund Transfers	2,217,877	3,083,880	2,960,700
Fund Balance Carryover	(2,607,688)	29,047,182	29,633,592
Other Revenue Sources Total	116,113,468	158,804,961	150,002,761
Total Revenues - All Funds	$ 142,826,221	$ 185,573,197	$ 177,578,424

I, Rosemarie Anderson, City Clerk of the City of Idaho Falls, Idaho certify that the above is a true and correct statement of the proposed expenditures by fund and the entire estimated revenues and other sources of the City of Idaho Falls, Idaho for the fiscal year 2014-2015; all of which have been tentatively approved by the City Council on August 14, 2014 and entered at length in the Journal of Proceedings.

Dated this 14th day of August, 2014.

Rosemarie Anderson, City Clerk

Publish: August 17th and August 24th, 2014

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City of Idaho Falls proposes to increase existing fees beginning October 1, 2014, or an imposed new fee of respective fees from the current fiscal year. The fee increases or new fees are necessary to cover increased costs associated with these programs and services.

SOURCE OF FEES	CURRENT	NEW
Cemetery		
Adult or Child Burial Spaces (Fielding, all spaces in Devotion & Evergreen)	$ 400.00	$ 500.00
Adult or Child Burial Spaces (Rose Hill)	$ 400.00	$ 500.00
Sexton Fees (grave opening and closing adult and child)	$ 275.00	$ 325.00
Tautphaus Park Zoo		
Penguin Feeding Program (fee for fish to feed penguins)	$ -	$ 3.00
Keeper for a Day (program fee)	$ -	$ 100.00
Recreation		
Ice Arena		
Ice Rental Fee	$ 63.75	$ 70.00
Admission		
Youth	$ 3.00	$ 3.25
Adult	$ 3.75	$ 4.00
Stick and Shoot & Freestyle (Youth)	$ 3.75	$ 4.00
Stick and Shoot & Freestyle (Adult)	$ 5.00	$ 5.25
Skate Rental	$ 3.00	$ 3.25
Baseball Field Use Fee (game fee)	$ 12.00	$ 14.00
Parks		
Sandy Downs Parking Fee (per vehicle)	$ -	$ 5.00
Memorial Bench	$ -	$ 550.00
Remembrance Tree	$ -	$ 350.00
Building Permits		
Project valuation and plan check fee (see below for all proposed changes)		

Total Valuation Up to $	CURRENT	NEW	Total Valuation Up to $	CURRENT	NEW
$1 to $500	$ 16.48	$ 18.13	$19,000	$ 229.69	$ 252.66
$600	$ 18.54	$ 20.39	$20,000	$ 239.99	$ 263.99
$700	$ 21.63	$ 23.79	$21,000	$ 251.32	$ 276.45
$800	$ 24.72	$ 27.19	$22,000	$ 261.62	$ 287.78
$900	$ 26.78	$ 29.46	$23,000	$ 270.89	$ 297.98
$1,000	$ 28.84	$ 31.72	$24,000	$ 282.22	$ 310.44
$1,100	$ 30.90	$ 33.99	$30,000	$ 329.60	$ 362.56
$1,200	$ 32.96	$ 36.26	$31,000	$ 336.81	$ 370.49
$1,300	$ 35.02	$ 38.52	$32,000	$ 342.99	$ 377.29
$1,400	$ 37.08	$ 40.79	$33,000	$ 352.26	$ 387.49
$1,500	$ 39.14	$ 43.05	$34,000	$ 359.47	$ 395.42
$3,000	$ 67.80	$ 74.58	$35,000	$ 367.71	$ 404.48
$4,000	$ 73.13	$ 80.44	$36,000	$ 373.89	$ 411.28
$5,000	$ 83.43	$ 91.77	$37,000	$ 381.10	$ 419.21
$6,000	$ 93.73	$ 103.10	$38,000	$ 390.37	$ 429.41
$7,000	$ 105.06	$ 115.57	$39,000	$ 397.58	$ 437.34
$8,000	$ 115.36	$ 126.90	$40,000	$ 403.76	$ 444.14
$9,000	$ 124.63	$ 137.09	$41,000	$ 413.03	$ 454.33
$10,000	$ 135.96	$ 149.56	$42,000	$ 420.24	$ 462.26
$11,000	$ 146.26	$ 160.89	$43,000	$ 427.45	$ 470.20
$12,000	$ 156.56	$ 172.22	$44,000	$ 435.69	$ 479.26
$13,000	$ 166.86	$ 183.55	$45,000	$ 442.90	$ 487.19
$14,000	$ 177.16	$ 194.88	$46,000	$ 450.11	$ 495.12
$15,000	$ 187.16	$ 205.88	$47,000	$ 458.35	$ 504.19
$16,000	$ 198.79	$ 218.67	$48,000	$ 465.56	$ 512.12

$17,000	$ 209.09	$ 230.00	$49,000	$ 472.77	$ 520.05
$18,000	$ 220.42	$ 242.46	$50,000	$ 481.01	$ 529.11

For valuation between $50,001 and $100,000, $529.11 shall be charged for the first $50,000, plus $5.55 for each additional $1,000 or fraction there of	$481.01 and $5.05	$529.11 and $5.55
For valuation between $100,001 and $500,000, $820.00 shall be charged for the first $100,000, plus $4.26 for each additional $1,000 or fraction there of	$745.72 and $3.87	$820.00 and $4.26
For valuation between $500,001 and $1,000,000, $2,604.77 shall be charged for the first $500,000, plus $3.81 for each additional $1,000 or fraction there of	$2,367.97 and $3.35	$2,604.77 and $3.81
For valuation of $1,000,001 and up $4,520.67 shall be charged for the first $1,000,000, plus $2.43 for each additional $1,000 or fraction there of	$4,109.70 and $2.21	$4,520.67 and $2.43
Commercial Electrical Permits		
$27.44 plus 1.5% of the first $20,000 plus 0.75% of amounts over $20,000 of the bid amount	$ 24.95	$ 27.44
Commercial Mechanical Permits		
$27.44 plus 1.5% of the first $20,000 plus 0.75% of amounts over $20,000 of the bid amount	$ 24.95	$ 27.44
Commercial Plumbing Permits		
$27.44 plus 1.5% of the first $20,000 plus 0.75% of amounts over $20,000 of the bid amount	$ 24.95	$ 27.44
Residential Electrical Permits		
$27.44 plus $5.32 for each electrical service, branch circuit, and hot tub and spa, and $21.52 for each swimming pool	$24.95, $4.84, and $19.57	$27.44, $5.32, and $21.52
Residential Mechanical Permits		
$27.44 plus $4.64 for installation or relocation of each mechanical unit	$24.95 and $4.22	$27.44 and $4.64
Residential Plumbing Permits		
$27.44 plus $4.64 for installation or relocation of each plumbing fixture and gas piping system	$24.95 and $4.22	$27.44 and $4.64
Residential Building Valuation Multipliers		
Single - Family Dwelling	$42.90 per square foot	$47.19 per square foot
Finished Basement	$13.20 per square foot	$14.52 per square foot
Wood - Frame Garage	$14.10 per square foot	$15.51 per square foot
Unit Fee Schedule for Residential Buildings Schedule 3 (remaining)		
Re-roofing permit	$20.25 minimum	$22.27 minimum
Signs, outline lighting systems or marquee - 1 circuit	$ 5.41	$ 5.95
Branch circuits within the same sign, outline lighting system or marquee - each	$ 3.24	$ 3.56
Other Inspections and Fees (covers residential and commercial buildings, plumbing, mechanical and electrical		
Inspections outside of normal business hours (minimum charge - 2 hours)	$ 61.80	$ 67.98
Re-inspection fees assessed under provisions of Section 305.8	$ 61.80	$ 67.98
Inspection for which no fee is specifically indicated (minimum charge -1/2 hour)	$ 61.80	$ 67.98
Additional plan review required by changes, additions, or revisions to plan (minimum charge - 1/2 hour)	$ 31.93	$ 35.12

Any person who desires to provide comments regarding such fee increases may appear at 7:30 p.m. on Thursday, August 28, 2014, at the City of Idaho Falls Council Chamber, City Hall Annex, 680 Park Avenue, Idaho Falls, Idaho

Rosemarie Anderson
City Clerk

Published: August 17th and August 24th, 2014

ORDINANCE NO.

THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, FOR THE PERIOD COMMENCING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015, APPROPRIATING AND APPORTIONING THE MONIES OF SAID CITY TO AND AMONG THE SEVERAL FUNDS OF SAID CITY AND DESIGNATING THE PURPOSE FOR WHICH SAID MONIES MAY BE EXPENDED; SPECIFYING THE AMOUNT OF MONEY PAID BY PROPERTY TAX TO BE APPROPRIATED TO SAID FUNDS; PROVIDING THAT THE ORDINANCE SHALL BECOME EFFECTIVE AUGUST 28, 2014.

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

SECTION 1. The revenue of the City of Idaho Falls received during the fiscal period beginning October 1, 2014 and ending September 30, 2015 (hereafter the "Fiscal Period") derived from taxes levied therefore is apportioned to the several funds as follows:

General Levy	$22,762,002
Fire Retirement	1,244,712
Liability Insurance	613,767
Total General Fund	24,620,481
Recreation Fund	490,708
Library Fund	1,759,423
Municipal Capital Improvement Fund	705,051
Total Property Taxes	$27,575,663

SECTION 2. From the revenues of the Street Fund collected within the Fiscal Period and any uncommitted fund balance in the Street Fund, the sum of $4,988,300 is apportioned to the Street Fund.

SECTION 3. From the revenues of the Recreation Fund collected within the Fiscal Period and any uncommitted fund balance in the Recreation Fund, the sum of $1,660,385 is apportioned to the Recreation Fund.

SECTION 4. From the revenues of the Library Fund collected within the Fiscal Period and any uncommitted fund balance in the Library Fund, the sum of $3,092,004 is apportioned to the Library Fund.

SECTION 5. From the revenues of the Airport Passenger Facility Charge Fund collected within the Fiscal Period and any uncommitted fund balance in the Airport Passenger Facility Charge Fund, the sum of $600,000 is apportioned to the Airport Passenger Facility Charge Fund.

SECTION 6. From the revenues of the Municipal Equipment Replacement Fund collected within the Fiscal Period and any uncommitted fund balance in the Municipal Equipment Replacement Fund, the sum of $2,129,500 is apportioned to the Municipal Equipment Replacement Fund.

SECTION 7. From the revenues of the Electric Light Public Purpose Fund collected within the Fiscal Period and any uncommitted fund balance in the Electric Light Public Purpose Fund, the sum of $300,500 is apportioned to the Electric Light Public Purpose Fund.

SECTION 8. From the revenues of the Business Improvement District Fund collected within the Fiscal Period and any uncommitted fund balance in the Business Improvement District Fund, the sum of $45,600 is apportioned to the Business Improvement District Fund.

SECTION 9. From the revenues of the Electric Stabilization Fund collected within the Fiscal Period and any uncommitted fund balance in the Electric Stabilization Fund, the sum of $ -0- is apportioned to the Electric Stabilization Fund.

SECTION 10. From the revenues of the Golf Fund collected within the Fiscal Period and any uncommitted fund balance in the Golf Fund, the sum of $2,598,735 is apportioned to the Golf Fund.

SECTION 11. From the revenues of the Self-Insurance Fund collected within the Fiscal Period and any uncommitted fund balance in the Self-Insurance Fund, the sum of $1,050,000 is apportioned to the Self-Insurance Fund.

SECTION 12. From the revenues of the Sanitary Sewer Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Sanitary Sewer Capital Improvement Fund, the sum of $600,000 is apportioned to the Sanitary Sewer Capital Improvement Fund.

SECTION 13. From the revenues of the Municipal Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Municipal Capital Improvement Fund, the sum of $200,000 is apportioned to the Municipal Capital improvement Fund.

SECTION 14. From the revenues of the Street Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Street Capital Improvement Fund, the sum of $5,100,000 is apportioned to the Street Capital Improvement Fund.

SECTION 15. From the revenues of the Bridge and Arterial Street Fund collected within the Fiscal Period and any uncommitted fund balance in the Bridge and Arterial Street Fund, the sum of $200,000 is apportioned to the Bridge and Arterial Street Fund.

SECTION 16. From the revenues of the Water Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Water Capital Improvement Fund, the sum of $1,200,000 is apportioned to the Water Capital Improvement Fund.

SECTION 17. From the revenues of the Surface Drainage Fund collected within the Fiscal Period and any uncommitted fund balance in the Surface Drainage Fund, the sum of $60,000 is apportioned to the Surface Drainage Fund.

SECTION 18. From the revenues of the Traffic Light Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Traffic Light Capital Improvement Fund, the sum of $875,000 is apportioned to the Traffic Light Capital Improvement Fund.

SECTION 19. From the revenues of the Parks Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Parks Capital Improvement Fund, the sum of $50,000 is apportioned to the Parks Capital Improvement Fund.

SECTION 20. From the revenues of the Airport Fund collected within the Fiscal Period and any uncommitted fund balance in the Airport Fund, the sum of $4,674,326 is apportioned to the Airport Fund.

SECTION 21. From the revenues of the Water and Sewer Fund collected within the Fiscal Period and any uncommitted fund balance in the Water and Sewer Fund, the sum of $23,601,272 is apportioned to the Water and Sewer Fund.

SECTION 22. From the revenues of the Sanitation Fund collected within the Fiscal Period and any uncommitted fund balance in the Sanitation Fund, the sum of $4,835,834 is apportioned to the Sanitation Fund.

SECTION 23. From the revenues of the Ambulance Fund collected within the Fiscal Period and any uncommitted fund balance in the Ambulance Fund, the sum of $4,351,101 is apportioned to the Ambulance Fund.

SECTION 24. From the revenues of the Electric Light Fund collected within the Fiscal Period and any uncommitted fund balance in the Electric Light Fund, the sum of $69,098,813 is apportioned to the Electric Light Fund.

SECTION 25. From all other revenues of the City of Idaho Falls collected within the Fiscal Period and the uncommitted fund balance in the General Fund, the sum of $46,267,054 is apportioned to the General Fund.

SECTION 26. From the monies apportioned to the General Fund, the sum of $46,267,054 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 27. From the monies apportioned to the Street Fund, the sum of $4,988,300 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 28. From the monies apportioned to the Recreation Fund, the sum of $1,660,385 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 29. From the monies apportioned to the Library Fund, the sum of $3,092,004 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 30. From the monies apportioned to the Airport Passenger Facility Charge Fund, the sum of $600,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 31. From the monies apportioned to the Municipal Equipment Replacement Fund, the sum of $2,129,500 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 32. From the monies apportioned to the Electric Light Public Purpose Fund, the sum of $300,500 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 33. From the monies apportioned to the Business Improvement District Fund, the sum of $45,600 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 34. From the monies apportioned to the Electric Stabilization Fund, the sum of $ -0- is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 35. From the monies apportioned to the Golf Fund, the sum of $2,598,735 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 36. From the monies apportioned to the Self-Insurance Fund, the sum of $1,050,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 37. From the monies apportioned to the Sanitary Sewer Capital Improvement Fund, the sum of $600,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 38. From the monies apportioned to the Municipal Capital Improvement Fund, the sum of $200,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 39. From the monies apportioned to the Street Capital Improvement Fund, the sum of $5,100,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 40. From the monies apportioned to the Bridge and Arterial Street Fund, the sum of $200,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 41. From the monies apportioned to the Water Capital Improvement Fund, the sum of $1,200,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 42. From the monies apportioned to the Surface Drainage Fund, the sum of $60,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 43. From the monies apportioned to the Parks Capital Improvement Fund, the sum of $50,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 44. From the monies apportioned to the Traffic Light Capital Improvement Fund, the sum of $875,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 45. From the monies apportioned to the Airport Fund, the sum of $4,674,326 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 46. From the monies apportioned to the Water and Sewer Fund, the sum of $23,601,272 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 47. From the monies apportioned to the Sanitation Fund, the sum of $4,835,834 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 48. From the monies apportioned to the Ambulance Fund, the sum of $4,351,101 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 49. From the monies apportioned to the Electric Light Fund, the sum of $69,098,813 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 50. This ordinance shall be in full force and effect from and after its passage, execution and publication in the manner required by law.

PASSED BY COUNCIL AND APPROVED BY THE MAYOR THIS 28th DAY OF AUGUST, 2014.

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

ROSEMARIE ANDERSON, CITY CLERK

(SEAL)

STATE OF IDAHO)
ss
COUNTY OF BONNEVILLE)

I, Rosemarie Anderson, City Clerk of the City of Idaho Falls, Idaho do hereby certify: That the above and foregoing is a full, true and correct copy of the Ordinance entitled "THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, FOR THE PERIOD COMMENCING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015, APPROPRIATING AND APPORTIONING THE MONIES OF SAID CITY TO AND AMONG THE SEVERAL FUNDS OF SAID CITY AND DESIGNATING THE PURPOSE FOR WHICH SAID MONIES MAY BE EXPENDED; SPECIFYING THE AMOUNT OF MONEY PAID BY PROPERTY TAX TO BE APPROPRIATED TO SAID FUNDS; PROVIDING THAT THE ORDINANCE SHALL BECOME EFFECTIVE AUGUST 28, 2014."

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

(SEAL) ROSEMARIE ANDERSON, CITY CLERK