



## NOTICE OF PUBLIC MEETING

Monday, December 7, 2020

City Council Chambers

680 Park Avenue

Idaho Falls, ID 83402

3:00 p.m.

*The public is invited to observe City Council Work Sessions. However, to observe appropriate social distancing guidelines, as recommended by the Centers for Disease Control and Prevention (CDC), the public is encouraged to view this meeting via livestream on the City's website at <https://www.idahofallsidaho.gov/429/Live-Stream>. The agenda does not include an opportunity for public interaction.*

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

### CITY COUNCIL WORK SESSION

*Times listed in parentheses are only estimates.*

#### Call to Order and Roll Call

#### Mayor:

- Acceptance and/or Receipt of Minutes
- Action Desired:* To receive recommendations from the Planning and Zoning Commission
- Calendars, Announcements and Reports (10)
- Coronavirus (COVID-19) Update (5)

#### Council:

- Liaison Reports and Councilmember Concerns (10)

#### Community Development Services:

- Overview - Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security (CARES) Act (CV-1) Funding Request Overview (15)
- Update - Building Code (10)
- Update - Multi-unit Attached Housing Code (10)

#### Fire Department:

- Discussion - Purchase and Funding of Cardiac Monitor/Defibrillators (15)

#### Police Department:

- Background Briefing - Armored Police Vehicles (35)

#### Public Works:

- Briefing - Design Contract – Law Enforcement Complex (15)

#### Mayor:

- Introduction - John Wagner, Idaho National Laboratory (INL) Director (20)

#### Parks and Recreation:

- Discussion - City Sports and Recreation Facilities (20)

#### Announcements and Adjournment

DATED this 4<sup>th</sup> day of December, 2020

  
Kathy Hampton  
City Clerk



## MEMORANDUM

**TO:** Honorable Mayor and Council

**FROM:** Brad Cramer, Community Development Services Director

**DATE:** December 2, 2020

**RE:** December 1, 2020, Planning Commission Action

---

Planning Commission took the following action during the December 1, 2020 meeting.

1. **RZON20-019: REZONE. Rezone from R1, Single Dwelling Residential with a PT, Planned Transition Overlay to TN, Traditional Neighborhood for 0.86 acres, Lots 37-47, and lot 48 less 85.84 square feet, Block 11, Highland Park Addition.** Near Freeman Park, generally south of Science Center Dr., west of Elmore Ave., north of Presto St., east of Fremont Ave. On December 1, 2020 the Planning and Zoning Commission recommended to the Mayor and City Council approval of the rezone as presented.
2. **RZON20-021: REZONE. Rezone from PB, Professional Business to R2, Mixed Residential for 0.56 acres, Lots 18-23, and lot 24 less NE 85.84 square feet, Block 22, Highland Park Addition and the adjacent alley along the west side of the property.** Near Freeman Park, generally south of Presto St., west of Latah Ave., north of Higham St., east of the Snake River. On December 1, 2020 the Planning and Zoning Commission recommended to the Mayor and City Council approval of the rezone as presented.
3. **RZON20-020: REZONE. Rezone from HC, Highway Commercial to CC, Central Commercial for approximately 3.3 acres in the SE 1/4 of the SW 1/4 of Section 24, Township 2N, Range 37E.** Above the Porter Canal, south of S Utah Ave., east of Panchari Dr., north of Pier View Dr., west of Snake River Parkway. On December 1, 2020 the Planning and Zoning Commission recommended to the Mayor and City Council approval of the rezone as presented.

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

# Community Development Services - CDBG CARES Act (CV-1) Funding Request Overview

	<b>Request for Approval of Recommended CV1 CDBG Activities</b>
<b>\$250,072</b>	Original CV1 CDBG allocation
<b>\$130,296.0</b>	Amount Allocated to date
<b>\$94,768.8</b>	*Balance subject to substantial amendment process
<b>\$25,007.2</b>	Balance <i>not subject</i> to substantial amendment process
<b>\$153,303.2</b>	New total amount allocated to date (upon Council/Mayor approval)

\*Substantial Amendment triggered when changes in funding are 10% or more than annual block grant allocation to any City Council approved activity.

**CV1-CDBG block grant allocation (10% of \$250,072 = \$25,007.2)**

Change of \$25,007.2. or less does not trigger a substantial amendment or a public hearing.

### **\$25,007.2 Request for CV1 CDBG Activities**

Fund allowable activities that address an increase in need and do not trigger a substantial amendment or a public hearing:

1. **Community Food Basket Idaho Falls** - Additional **\$4500.00** to cover equipment cost increase from original bid/estimate.
2. **Behavioral Health Crisis Center of Eastern Idaho** - **\$12,905.99** to assist with equipment, PPE, and air purifiers for facility to maintain safe practices/social distancing.
3. **Idaho Legal Aid** - **\$7601.21** allocate a portion to legal assistance for victims of domestic violence due to COVID 19. Annual 2020 CDBG allocation covered April-Aug and cases have increased. Allows for some assistance until CV3-CDBG funds may be considered.

### **Process to approve above activities:**

- 12-7-20** Council Work Session - Provide recommended list of activities to approve;  
Allow 5-day public comment and publish Council approved activities;
- 12-17-20** Council Meeting for Resolution;
- 12-18-20** Notify HUD of Council/Mayor approved activities.

### **CV CDBG Criteria and Selection**

Activity/Project has to assist, address, or prevent COVID 19 and infectious diseases.

Reimbursement allowed back to March 2020 if costs were due to COVID 19.

Does not lift requirement applicable to Fair Housing, Non-Discriminations, Labor, and Environment.

City has till Sept 30, 2022 to address COVID 19 needs.

### **Guidance and webinar training provided by HUD to assist Grantees with new funding and criteria.**

One that stood out was presented by Nan Roman, President and CEO of National Alliance to End Homelessness, Wash D.C. Webinar was about using COVID 19 funds to end homelessness

“Because business as usual” doesn’t work in a COVID 19 environment, Roman suggests the following:

- Unsheltered doesn’t work with COVID 19 because they can’t shelter in place or have the means for resources to use safe practices (handwashing, hand sanitizers, masks)
- Spend funds where needed the most
- Spend wisely and address the most vulnerable first (aging, homeless, and disabled)
- Establish strong partnerships with non-housing orgs and agencies.

**Plan for Post Pandemic Period:** Unemployment, housing needs increase due to not being able to make rent or house payments. *Address the need not the entity*

## CV1-CDBG Projects/Activities-Portion of Balance Recommended for Funding

Applicant	Activity/Project	Beneficiaries Low and Moderate Income (LMI) Census Tracts: 9707, 9711, 9712	Amount Requested	Meets CV CDBG Criteria Y/N	Covered with other funding source?
<b>Community Food Basket Idaho Falls/Idaho Falls Soup Kitchen Ariel Jackson, ED</b>	Increase in cost of bid/estimate. Original \$16,000 allocation for commercial gas stove, standing commercial dishwasher, (6) 8 ft. plastic sorting tables, and a 17 ft. utility dump trailer.	Nonprofit agency providing monthly meals to over 1200 families and individuals with food insecurities.	<b>\$4500.00</b>	Yes, agency assists the community with meals and food distribution. Demand has seen a significant increase due to COVID 19 epidemic during the stay home order.	Agency depends on fundraising and donations with some access to grants. Sudden increase of needs and capacity to continue serving the community requires financial assistance.
<b>Behavioral Health Center of Eastern Idaho Elizabeth Yanez, BHCC Director</b>	Assist with cost to maintain a sanitized facility with PPE, equipment, and air purifiers. Assistance will help facility maintain safe practices and social distancing due to an increase in facility needs as a result of the COVID 19 pandemic.	Non-profit agency providing temporary facility and assessments for homeless individuals caused by drug or alcohol addiction or a mental health crisis.	<b>\$12,905.99</b>	Yes, agency assists the community with specific health crisis needs at their facility. Facility has assisted over 800 clients between April and July of this year during COVID 19 pandemic and stay home order.	Agency depends on fundraising and donations with some access to grants. Needs increased suddenly and capacity to continue serving the community requires financial assistance with needed equipment.
<b>Idaho Legal Aid Jake Workman, ED</b>	Legal assistance to victims of domestic violence experiencing an increase in services due to the COVID 19 pandemic. Amount is a portion of request. Balance request to be considered with CV3 CDBG applications.	Nonprofit agency providing legal assistance to LMI individuals.	<b>\$7601.21</b>	Yes, agency assists LMI community with legal assistance such as protection orders and custody cases due to the COVID 19 Pandemic and stay home order.	Agency depends on fundraising and limited access to grants. Financial assistance is needed to meet an increase in legal assistance for the LMI community.
		<b>Total Request</b>	<b>\$25,072</b>		

# Community Development Services - Building Code Update

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 7 TO ADOPT AND AMEND THE 2018 EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, INTERNATIONAL FUEL GAS CODE, INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL ENERGY CONSERVATION CODE; AND TO ADOPT AND AMEND THE 2015 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE

WHEREAS, various uniform international codes have been adopted by the State that regulate structures and structural components; and

WHEREAS, such codes are adopted to promote safety by requiring that certain building and maintenance standards be applied to habitable structures; and

WHEREAS, the State allows municipalities to make certain limited amendments to such codes in order to accommodate local conditions and concerns as long as such local amendments are equivalent to or at least as stringent as State Code provisions; and

WHEREAS, City staff has reviewed the currently adopted uniform international State Codes, along with the State's amendments to such Codes and recommends, by the Ordinance, certain further, local amendments; and

WHEREAS, City Code amendments contained herein are necessary, are based upon local needs and desires, conform with the purposes and aims of the relevant State Codes, as amended, and are equivalent or at least as stringent as their companion State Codes; and

WHEREAS, the adoption of these local amendments is in the best interest of the community served by the City Codes referenced herein.

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

**SECTION 1.** Title 7, Chapter 1, of the City Code of the City of Idaho Falls, Idaho is hereby amended as follows:

### 7-1-1: INTERNATIONAL BUILDING CODE ADOPTED:

(A) International Building Code Adopted: The International Building Code, 201~~8~~<sup>5</sup>-Edition, published by the International Code Council, Inc., is hereby adopted as an official code of the City, except the portions deleted, modified or amended by the provisions of this Chapter.

(B) Code on File: One (1) copy of the International Building Code, 201~~8~~<sup>5</sup> Edition, shall be retained by the City Clerk for use and examination by the public.

**SECTION 2.** Title 7, Chapter 1, Section 2 of the City Code of the City of Idaho Falls, Idaho is hereby repealed in its entirety and immediately replaced with the following:

**7-1-2: AMENDMENTS TO THE INTERNATIONAL BUILDING CODE:**

(A) Delete Section 305.2.3 and replace with the following: 305.2.3 Twelve (12) or fewer children in a dwelling unit. A facility such as the above within a dwelling unit and having twelve (12) or fewer children receiving such day care shall be classified as a group R-3 occupancy or shall comply with the International Residential Code

(B) Delete Section 308.2.4 and replace with the following: 308.2.4 Five (5) or fewer persons receiving custodial care. A facility with five (5) or fewer persons receiving custodial care shall be classified as a group R03 occupancy or shall comply with the International Residential Code.

(C) Delete Section 308.3.2 and replace with the following: 308.3.2 Five (5) or fewer persons receiving medical care. A facility with five (5) or fewer persons receiving medical care shall be classified as a Group R-3 occupancy.

(D) Delete Section 308.5.4 and replace with the following: 308.5.4 Persons receiving care in a dwelling unit. A facility such as the above within a dwelling unit and having twelve (12) or fewer children receiving day care or having five (5) or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

(E) Delete Section 310.4 and replace with the following: 310.4 and replace with the following: 310.4 Residential Group R-3, Residential Group R-3 Occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4, E or I, including

1. Buildings that do not contain more than two (2) dwellings units.
2. Care facilities that provide accommodations for five (5) or fewer persons receiving personal care, custodial care or medical care.
3. Congregate living facilities (nontransient) with sixteen (16) or fewer occupants, including boarding houses (nontransient) convents, dormitories, fraternities and sororities, and monasteries.
4. Congregate living facilities (transient) with ten (10) or fewer occupants, including boarding houses (transient).
5. Dwelling units providing day care for twelve (12) or fewer children.
6. Lodging houses (transient) with five (5) or fewer guest rooms and ten (10) or fewer occupants.

(F) Delete Section 210.4.1 and replace with the following: 310.4.1 Care facilities within a dwelling. Care facilities for twelve (12) or fewer children receiving day care for five (5) or fewer persons receiving personal care or custodial care that are within a one- or two-family dwelling are permitted to comply with the International Residential Code.

(G) Delete footnote e under Table 2902.1 Minimum Number of Required Plumbing Fixtures and replace with the following: e For business occupancies excluding restaurants and mercantile occupancies with an occupant load of thirty (30) or fewer, service sinks shall not be required.



(H) Delete footnote “f” from Table 2902.1 Minimum Number of Required Plumbing Fixtures, add footnote “f” in header row of the column in Table 2902.1 labeled “Drinking Fountains,” and delete footnote “f” under Table 2902.1 and replace with the following: “f” Drinking fountains are not required for an occupant load of thirty (30) or fewer.

(I) Delete Section 3113.1 and replace with the following: 3113.1 General. The provisions of this Section shall apply to relocatable buildings. Relocatable buildings manufactured after the effective date of this code shall comply with the applicable provisions of this code; title 39, chapter 43, Idaho Code; and IDAPA 24.39.31. Exception: This section shall not apply to manufactured housing used as dwellings.

**SECTION 3.** Title 7, Chapter 2, of the City Code of the City of Idaho Falls, Idaho is hereby amended as follows:

#### 7-2-1 INTERNATIONAL PROPERTY MAINTENANCE CODE ADOPTED

- A. International Property Maintenance Code Adopted: The International Property Maintenance Code, 2018~~5~~ Edition, published by the International Code Council, Inc., is hereby adopted as an official code of the city, except the portions deleted, modified or amended by the provisions of this Chapter.
- B. Code on File: One (1) copy of the International Property Maintenance Code, 2018~~5~~ Edition, duly certified by the Clerk, shall be retained by the City Clerk for use and examination by the public.

**SECTION 4.** Title 7, Chapter 4, of the City Code of the City of Idaho Falls, Idaho is hereby amended as follows:

#### 7-4-1 INTERNATIONAL FUEL GAS CODE ADOPTED

- A. International Fuel Gas Code Adopted: The International Fuel Code, 2018~~5~~ Edition, published by the International Code Council, Inc., is hereby adopted as an official code of the city, except the portions deleted, modified or amended by the provisions of this Chapter.
- B. Code on File: One (1) copy of the International Fuel Gas Code, 2018~~5~~ Edition, shall be retained by the City Clerk for use and examination by the public.

#### 7-4-2: AMENDMENTS TO THE INTERNATIONAL FUEL GAS CODE:

- (A) Section 103.2 of the International Fuel Gas Code, 2018~~5~~ Edition, shall be amended to read as follows:

103.2 Appointment. The code official shall be appointed by the chief appointing authority of the jurisdiction.

- (B) Section 109.1 of the International Fuel Gas Code, 2018~~5~~ Edition, shall be amended to read as follows:

109.1 Application for appeal. A person shall have the right to appeal a decision of the code official to the board of appeals. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder, have been incorrectly interpreted. The application shall be filed on a form obtained from the code official within twenty (20) days after the notice was served.

**SECTION 5.** Title 7, Chapter 5, of the City Code of the City of Idaho Falls, Idaho is hereby amended as follows:

**7-5-1 IDAHO STATE PLUMBING CODE ADOPTED:**

(A). Plumbing Code Adopted: The Idaho State Plumbing Code, adopted in 2017~~43~~ pursuant to Idaho Code Title 54, Chapter 26, is hereby adopted as the official Plumbing Code of the City, except for those portions that are deleted, modified or amended by the provisions of this Chapter.

**7-5-2: AMENDMENTS TO THE IDAHO STATE PLUMBING CODE:** The following amendments shall be made to the Idaho State Plumbing Code:

(A) Chapter 1, Administration. Chapter 1 of the Idaho State Plumbing Code is hereby deleted and replaced with Chapter 1 of the International Building Code, (2012-2018 Edition).

(B) Chapter 3, General Regulations. 313.12.4 Shall be deleted.

(C) . Chapter 4, Plumbing Fixtures and Fixture Fittings-

~~402.4 “Metered Faucets,” shall be amended to read as follows: “Self-closing or self-closing metering faucets may be installed on lavatories intended to serve the transient public, such as those in, but not limited to, service stations, train stations, airports, restaurants, and convention halls. Metered faucets shall deliver a maximum of 0.26 gallons (1.0 liter) of water per use.”~~

~~411.4 shall be deleted.~~

412.1 shall be amended to read as follows: “Plumbing fixtures shall be provided for the type of building occupancy and in the minimum number shown in Chapter 29 of the City’s currently adopted International Building Code, (2018~~5~~ Edition).”

(D). Chapter 56, ~~Water Heaters~~ Water Supply and Distribution.

~~508.5~~ 608.5(7) shall be amended to read as follows: “Discharge from a relief valve into a water heater pan shall be allowed, provided that the pan connection and its drain piping are sized at least one (1) pipe size larger than the outlet of the relief valve.”

~~—(E).— Chapter 6, Water Supply and Distribution. 604.8 Exception shall be amended by the retention~~

~~————— of the first sentence only and the deletion of all other sentences in such Exception to 604.8~~

~~(F) Chapter 7, Sanitary Drainage. 710.9 shall have a sentence added to it as follows: “A single pump is permitted for public use occupancies when the sump basin receives the discharge of not more than one (10) toilet and ten (10) other drainage fixture units.”~~

~~(G)~~ (E) Chapter 10, Traps and Interceptors. Table 10-1 shall be amended to change the footnote that is indicated by an asterisk to read as follows: “The trap arm lengths of water closets or similar fixtures which depend upon self-siphoning and re-filling of their traps for proper operation operation shall be unlimited.”

(H) ~~(F)~~ IDAPA Rule 07.02.06.011.16 shall be deleted and replaced with the following language:

Pot sinks, scullery sinks, and dishwashing sinks, silverware sinks, commercial dishwashing machines, silverware-washing machines, and other similar fixtures shall be connected directly to the drainage system. A floor drain shall be provided adjacent to the fixture, and the fixture shall be connected on the sewer side of the floor drain trap, provided that no other drainage line is connected between the floor drain waste connection and the fixture drain. The fixture and floor drain shall be trapped and vented as required by this Code.

~~(H)~~ (G) IDAPA Rule 07.02.06.011.20 shall be deleted and replaced with the following language:

Food preparation sinks, pot sinks, scullery sinks, dishwashing sinks, silverware sinks, commercial dishwashing machines, silverware-washing machines, steam kettles, potato peelers, ice cream dipper wells, and other similar equipment and fixtures must be indirectly connected to the drainage system by means of an air gap. The piping from the equipment to the receptor must not be smaller than the drain on the unit, but it must not be smaller than one (1) inch (twenty-five and four tenths (25.4) mm).

**SECTION 6.** Title 7, Chapter 6, Section 1, of the City Code of the City of Idaho Falls, Idaho is hereby amended as follows:

**7-6-1: INTERNATIONAL RESIDENTIAL CODE ADOPTED:**

(A) International Residential Code Adopted: The International Residential Code for One and Two Family Dwellings, 20185-Edition, published by the International Code Council, Inc., including Appendix M, is hereby adopted as an official code of the City, except the portions deleted, modified or amended by the provisions of this Chapter.

(B) Code on File: One (1) copy of the International Residential Code for One and Two Family Dwellings, 20185 Edition, shall be retained by the City Clerk for use and examination by the public.

**SECTION 7.** Title 7, Chapter 6, Section 2 of the City Code of the City of Idaho Falls, Idaho is hereby repealed in its entirety and immediately replaced with the following:

**7-6-2: AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE:**

(A) Delete the exception under Section R101.2 Scope, and replace with the following:

Exception: The following shall also be permitted to be constructed in accordance with this code:

1. Owner-occupied lodging houses with five (5) or fewer guestrooms and ten (10) or fewer total occupants.
2. A care facility with five (5) or fewer persons receiving custodial care within a dwelling unit or single-family dwelling.
3. A care facility for five (5) or fewer persons receiving personal care that are within a dwelling unit or single-family dwelling.
4. A care facility with twelve (12) or fewer children receiving day care within a dwelling unit or single-family dwelling.

(B) Delete Section R104.10.1 Flood Hazard Areas

(C) Delete item number 7 under the “Building” subheading of Section R105.2 Work exempt from permit, and replace with the following: 7. Prefabricated swimming pools that are not greater than four (4) feet (one thousand, two hundred nineteen (1219) mm) deep.

(D) Add the following as item number 11 under the “Building” subheading Section R105.2 Work exempt from permit: 11. Flag poles.

(E) Delete Section R109.1.3 and replace with the following: R109.1.3 Floodplain inspections. For construction in areas prone to flooding as established by Table R301.2(1), upon placement of the lowest floor, including basement, the building official is authorized to require submission of documentation of the elevation of the lowest floor, including basement, required in Section R322.

(F) Delete Section R301.2.1.2 Protection of Openings.

(G) Table R301.2(1) of the International Residential Code, 2018 Edition, shall be amended to read as follows:

TABLE R301.2 (1)  
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground Snow Load	Windspeed (MPH)	Seismic Design Category	Subject to Damage From				Winter Design Temp.	Ice Barrier Reqmnt.	Flood Hazards
			Weathering	Frost Line Depth	Termite	Decay			
47	90	Ø1 C	Severe	30 Inch	Slight to moderate	None	-6	Yes	1955, Oct, 1986

(H) Delete Table R302.1(1) and replace with the following:

**TABLE R302.1(1) - EXTERIOR WALLS**

EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls	Fire-resistance rated	1 hour-tested in accordance with ASTM E 119, UL263, or Section 703.3 of the International Building Code with exposure from both sides	< 3 feet
	Not fire-resistance rated	0 hours	≥ 3 feet

EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Projections	Fire-resistance rated	1 hour on the underside, or heavy timber, or fire retardant-treated wood <sup>a,b</sup>	≥ 2 feet to < 3 feet
	Not fire-resistance rated	0 hours	≥ 3 feet
Openings in Walls	Not allowed	N/A	< 3 feet
	25% maximum of wall area	0 hours	≥ 3 feet to < 5 feet
	Unlimited	0 hours	5 feet
Penetrations	All	Comply with Section R302.4	< 3 feet
		None required	≥ 3 feet

- (I) Delete Section R302.13 Fire protection of floors.
- (J) Delete Section R303.4 and replace with the following: R303.4 Mechanical Ventilation.  
Dwelling units shall be provided with whole-house mechanical ventilation in accordance with Section M1505.4
- (K) Delete the exception under Section R313.1 Townhouse automatic fire sprinkler systems, and replace with the following: Exception Automatic residential fire sprinkler systems shall not be required in townhouses where either two (2) one (1)-hour fire-resistance-rated walls or a common two (2)-hour fire-resistance rated wall as specified in item number 2 of Section R302.2.2 is installed between dwelling units or when additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.
- (L) Delete Section R313.2 One-and two-family dwellings automatic fire sprinkler systems.
- (M) Delete the exceptions under Section R314.2.2 Alterations, repairs, and additions, and replace with the following: Exceptions:
1. Work involving the exterior surfaces of dwellings, such as, but not limited to, replacement of roofing or siding, or the addition or replacement of windows or

doors, or the addition of a porch or deck or electrical permits, are exempt from the requirements of this section.

2. Installation, alteration or repairs of plumbing or mechanical systems are exempt from the requirements of this section.

(N) Delete the exceptions under Section R315.2.2 Alterations repairs and additions, and replace with the following: Exceptions:

1. Work involving the exterior surfaces of dwellings, such as, but not limited to, replacement of roofing or siding, or the addition or replacement of windows or doors, or the addition of a porch or deck or electrical permits, are exempt from the requirements of this section.
2. Installation, alteration or repairs of noncombustion plumbing or mechanical systems are exempt from the requirements of this section.

(O) Delete Section R322.1.10 As-built elevation documentation.

(P) Delete Section 322.2.1 and replace with the following: R322.2.1 Elevation requirements.

1. Buildings and structures in flood hazard areas, including flood hazard areas designated as Coastal A Zones, shall have the lowest floors elevated to or above the base flood elevations.
2. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floors (including basement) elevated to a height above the highest adjacent grade of not less than the depth number specified in feet (mm) on the FIRM, or not less than two (2) feet (610 mm) if a depth number is not specified.
3. Basement floors that are below grade on all sides shall be elevated to or above base flood elevation. Exception: Enclosed areas below the design flood elevation, including basements with floors that are not below grade on all sides, shall meet the requirements of Section R322.2.2

(Q) Delete subparagraph 2.1 of Section R322.2.2 Enclosed area below design flood elevation and replace with the following: 2.1 The total net area of all openings shall be at least one (1) square inch (645 mm<sup>2</sup>) for each square foot (0.093 m<sup>2</sup>) of enclosed area, or the opening shall be designed and the construction documents shall include a statement that the design and installation of the openings will provide for equalization of hydrostatic flood forces on exterior walls by allowing the automatic entry and exit of floodwaters.

(R) Delete Tables R403 minimum Depth (D) and Width (W) of Crushed Stone Footings (inches), R403.1(1) Minimum Width and Thickness for Concrete Footings for Light-Frame Construction (inches), R403.1(2) Minimum Width and Thickness for Concrete Footings for Light-Frame Construction and Brick Veneer (inches), and R403.1(3) Minimum Width and

Thickness for Concrete Footings with Cast-In-Place or Fully Grouted Masonry Wall Construction (inches).

(S) Add the following as Table R403.1:

**TABLE R403.1**  
**MINIMUM WIDTH OF CONCRETE, PRECAST, OR MASONRY FOOTINGS (inches)<sup>a</sup>**

	LOAD-BEARING VALUE OF SOIL (psf)			
	1,500	2,000	3,000	≥ 4,000
<b>Conventional light-frame construction</b>				
1-Story	12	12	12	12
2-Story	15	12	12	12
3-Story	23	17	12	12
<b>4-inch brick veneer over light frame or 8-inch hollow concrete masonry</b>				
1-Story	12	12	12	12
2-Story	21	16	12	12
3-Story	32	24	16	12
<b>8-inch solid or fully grouted masonry</b>				
1-Story	16	12	12	12
2-Story	29	21	14	12
3-Story	42	32	21	16

For SI: 1 inch = 25.4 mm, 1 pound per square foot = 0.0479 kPa.

<sup>a</sup>Where minimum footing width is twelve (12) inches, use of a single wythe of solid or fully grouted twelve (12)-inch nominal concrete masonry units is permitted. (3-20-20)T

(T) Delete Section R403.1.1 and replace with the following: R403.1.1 Minimum size.

Minimum sizes for concrete and masonry footings shall be as set forth in Table R403.1 and Figure R403.1(1). The footing width (W) shall be based on the load bearing value of the soil in accordance with Table R401.4.1. Spread footings shall be at least six (6) inches in thickness (T). Footing projections (P) shall be at least two (2) inches and shall not exceed the thickness of the footing. The size of footings supporting piers and columns shall be based on the tributary load and allowable soil pressure in accordance with Table R401.4.1. Footings for wood foundations shall be in accordance with the details set forth in Section R403.2 and Figures R403.1(2) and R403.1(3).

(U) The exception to Section R405.1 of the International Residential Code, 2018 Edition, is hereby amended to read as follows:

**Exception:** A drainage system is not required when the foundation is installed on well-drained ground or sand-gravel mixture soils according to the Unified Soil Classification System, Group I and Group II Soils, as detailed in Table R405.1.

(V) Delete Section R602.10 and replace with the following: R602.1 Wall bracing. Buildings shall be braced in accordance with this Section or, when applicable Section R602.12, or the most current edition of APA System Report SR-102 as an alternate method. Where a

building or portion thereof, does not comply with one (1) or more of the bracing requirements in this Section, those portions shall be designed and constructed in accordance with Section R301.1.

**SECTION 8.** Title 7, Chapter 7, of the City Code of the City of Idaho Falls, Idaho is hereby amended as follows:

**7-7-1: INTERNATIONAL MECHANICAL CODE ADOPTED:**

(A) International Mechanical Code Adopted: The International Mechanical Code, 2018~~5~~ Edition, published by the International Code Council, Inc., is hereby adopted as an official code of the City, except the portions deleted, modified or amended by the provisions of this Chapter.

(B) Code on File: One (1) copy of the International Mechanical Code, 2018~~5~~ Edition, shall be retained by the City Clerk for use and examination by the public.

**7-7-2: AMENDMENTS TO THE INTERNATIONAL MECHANICAL CODE:**

(A) Section 103.2 of the International Mechanical Code ~~2015~~ 2018 Edition, shall be amended to read as follows:

103.2 Appointment. The Code Official shall be appointed by the chief appointing authority of the jurisdiction.

(B) Section 109.1 of the International Mechanical Code, ~~2015~~ 2018 Edition, shall be amended to read as follows:

109.1 Application for appeal. A person shall have the right to appeal a decision of the code official to the board of appeals. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted. The application shall be filed on a form obtained from the code official within twenty (20) days after the notice was served.

**SECTION 9.** Title 7, Chapter 11, of the City Code of the City of Idaho Falls, Idaho is hereby amended as follows:

**7-11-1: INTERNATIONAL ENERGY CONSERVATION CODE ADOPTED:**

(A) International Energy Conservation Code Adopted: The International Energy Conservation Code, 2018~~5~~-Edition, published by the International Code Council, Inc., is hereby adopted as an official code of the City, except the portions deleted, modified or amended by the provisions of this Chapter.

(B) Code on File: One (1) copy of the International Energy Conservation Code, 2018~~5~~ Edition, shall be retained by the City Clerk for use and examination by the public.



**SECTION 10.** Title 7, Chapter 11, Section 2 of the City Code of the City of Idaho Falls, Idaho is hereby repealed in its entirety and immediately replaced with the following:

**7-11-2: AMENDMENTS TO THE INTERNATIONAL ENERGY CONSERVATION CODE:**

- (A) Add the following as Section C101.5.2: C101.5.2 Industrial, electronic, and manufacturing equipment. Buildings or portions thereof that are heated or cooled exclusively to maintain the required operating temperature of industrial, electronic, or manufacturing equipment shall be exempt from the provisions of this code. Such buildings or portions thereof shall be separated from connected conditioned space by building thermal envelope assemblies complying with this code.
- (B) Add the following as an exception under Section C402.5 Air leakage—thermal envelope (Mandatory): Exception: For buildings having over fifty thousand (50,000) square feet of conditioned floor area, air leakage testing shall be permitted to be conducted on less than the whole building, provided the following portions of the building are tested and their measured air leakage is area-weighted by the surface areas of the building envelope:
  - 1. The entire floor area of all stories that have any spaces directly under a roof.
  - 2. The entire floor area of all stories that have a building entrance or loading dock.
  - 3. Representative above-grade wall sections of the building totaling at least twenty-five percent (25%) of the above-grade wall area enclosing the remaining conditioned space. Floor area tested under subparagraphs 1. or 2. of this exception shall not be included in the twenty-five percent (25%) of above-grade wall sections tested under this subparagraph.
- (C) Add the following as exception number 7 under Section C403.5 Economizers (Prescriptive): 7. Unusual outdoor air contaminate conditions—Systems where special outside air filtration and treatment for the reduction and treatment of unusual outdoor contaminants, makes an air economizer infeasible.

(D) Delete Table C404.5.1 and replace with the following:

TABLE C404.5.1 PIPING VOLUME AND MAXIMUM PIPING LENGTHS			
NOMINAL PIPE SIZE (inches)	VOLUME (liquid ounces per foot length)	MAXIMUM PIPING LENGTH (feet)	
		Public lavatory faucets	Other fixtures and appliances
1/4	0.33	31	50
5/16	0.5	N/A - non-standard size	50
3/8	0.75	17	50
1/2	1.5	10	43
5/8	2	7	32
3/4	3	5	21
7/8	4	N/A - non-standard size	16
1	5	3	13
1 1/4	8	2	8
1 1/2	11	1	6
2 or larger	18	1	4

For SI: 1 inch = 25.4 mm; 1 foot = 304.8 mm; 1 liquid ounce = 0.030 L; 1 gallon = 128 ounces.

(3-20-20)T

- (E) Delete the rows in Table R402.1.2 for climate zones “5 and Marine 4” and “6” and replace with the following:

TABLE R402.1.2 INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT <sup>a</sup>										
Climate Zone	Fenestration U-Factor <sup>b</sup>	Skylight U-factor	Glazed Fenestration SHGC <sup>b, c</sup>	Ceiling R-Value	Wood Frame Wall R-Value	Mass Wall R-Value <sup>i</sup>	Floor R-Value	Basement <sup>c</sup> Wall R-Value	Slab <sup>d</sup> R-Value & Depth	Crawlspace <sup>c</sup> Wall R-Value
5	0.32	0.55	NR	38	20 or 13+5 <sup>h</sup>	13/17	30 <sup>e</sup>	15/19	10, 2 ft	15/19
6	0.30	0.55	NR	49	22 or 13+5 <sup>h</sup>	15/20	30 <sup>e</sup>	15/19	10, 4 ft	15/19

(3-20-20)T

- (F) Add the following as footnote “k” to the title of Table R402.1.2—Insulation and Fenestration Requirements by Component: “k” for residential log home building thermal envelope construction requirements see Section 402.6.

- (G) Delete the rows in Table R402.1.4 for climate zones “5 and Marine 4” and “6” and replace with the following:

TABLE R402.1.4 EQUIVALENT U-FACTORS <sup>a</sup>								
Climate Zone	Fenestration U-factor	Skylight U-factor	Ceiling U-factor	Frame Wall U-factor	Mass Wall U-factor <sup>b</sup>	Floor U-factor	Basement Wall U-factor	Crawlspace Wall U-factor
5	0.32	0.55	0.030	0.060	0.082	0.033	0.050	0.055
6	0.30	0.55	0.026	0.057	0.060	0.033	0.050	0.055

(3-20-20)T

- (H) Delete Section R402.1 and replace with the following: R402.4.1 Building thermal envelope.

1. Until June 30, 2021, the building thermal envelope shall comply with Sections R402.1.1 (Installation) and either Section R402.1.2 (Testing) or Section R402.4.1.3 (Visual inspection).
2. Effective July 1, 2021, the building thermal envelope of a minimum of twenty percent (20%) of all new single-family homes constructed by each builder shall comply with Section R402.1.1 (Installation) and Section R402.4.1.2 (Testing). The authority having jurisdiction may:
  - a. Determine how to enforce this requirement, starting with the fifth house and continuing with each subsequent fifth house.
  - b. Waive this requirement if significant testing indicates the five (5) air changes per hour (ACH) requirement is consistently being met or exceeded (resulting in a lower ACH).

- c. Grant exceptions to this requirement in rural areas where testing equipment is not available or cost effective.
  - 3. Effective July 1, 2021, the building thermal envelope of eighty percent (80%) of all new single-family homes constructed by each builder shall comply with Section R402.1.1 (Installation) and either Section R402.1.2 (Testing) or Section R402.4.1.3 (Visual inspection).
  - 4. The sealing methods between dissimilar materials shall allow for differential expansion and contraction.
- (I) Delete Section 402.4.1.1 and replace with the following: R402.1.1 Installation. The components of the building thermal envelope as listed in Table R402.4.1.1 shall be installed in accordance with the manufacturer's instructions and the criteria listed in Table R402.4.1.1, as applicable to the method of construction.
- (J) Delete Section 402.1.2 and replace with the following: R402.4.1.2 Testing. Testing building envelope tightness and insulation installation shall be considered acceptable when tested air leakage is less than five (5) Air changes per hour (ACH) when tested with a blower door at a pressure of 33.5 psf (50 Pa). Testing shall occur after rough in and after installation of penetrations of the building envelope, including penetrations for utilities, plumbing, electrical, ventilation and combustion appliances. Testing shall be conducted in accordance with RESNET/ICC 380, ASTM E 779 or ASTM E 1827 and reported at a pressure of 0.2-inch w.g. (50 Pascals). During Testing:
- 1. Exterior windows and doors, fireplace and stove doors shall be closed, but not sealed.
  - 2. Dampers shall be closed, but not sealed, including exhaust, intake, makeup air, backdraft and flue dampers.
  - 3. Interior doors shall be open.
  - 4. Exterior openings for continuous ventilation systems and heat recovery ventilators shall be closed and sealed.
  - 5. Heating and cooling system(s) shall be turned off.
  - 6. HVAC ducts shall not be sealed.
  - 7. Supply and return registers shall not be sealed.
- (K) Add the following as Section R402.4.1.3: R402.4.1.3 Visual inspection. Building envelope tightness and insulation installation shall be considered acceptable when the items listed in Table R402.4.1.1, applicable to the method of construction, are field verified. Where required by code official an approved party independent from the installer of the insulation shall inspect the air barrier and insulation.
- (L) Add the following as Section R402.6 Residential log home thermal envelope. Residential log home construction shall comply with Section R401 (general), Section R402 (Air leakage), Section R402.5 (Maximum fenestration U-factor and SHGC), Section R402.1

(Controls), the mandatory sections of Sections R403.3 through R403.9, Section R404 (Electrical Power and Lighting Systems), and either 1., 2., or 3. as follows:

1. Sections R402.2 through R402.3, Section R303.3.1 (Insulation), Section R404.1 (Lightning equipment), and Table R402.6 (Log Home Prescriptive Thermal Envelope Requirements by Component).
2. Section R405 (Simulated Performance Alternative).
3. REScheck (U.S. Department of Energy Building Codes Programs).

(M) Add the following as Table R402.6:

<p align="center"><b>TABLE R402.6</b> <b>LOG HOME PRESCRIPTIVE THERMAL ENVELOPE REQUIREMENTS BY COMPONENT</b></p> <p>For SI: 1 foot = 304.8 mm.</p>									
Climate Zone	Fenestration U-factor <sup>a</sup>	Skylight U-factor	Glazed Fenestration SHGC	Ceiling R-value	Min. Average Log Size In Inches	Floor R-value	Basement Wall R-value <sup>d</sup>	Slab R-value & Depth <sup>b</sup>	Crawl Space Wall R-value <sup>d</sup>
5, 6 - High efficiency equipment path <sup>c</sup>	0.32	0.60	NR	49	5	30	15/19	10, 4 ft.	10/13
5	0.32	0.60	NR	49	8	30	10/13	10, 2 ft.	10/13
6	0.30	0.60	NR	49	8	30	15/19	10, 4 ft.	10/13

<sup>a</sup>The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.

<sup>b</sup>R-5 shall be added to the required slab edge R-values for heated slabs.

<sup>c</sup>90% AFUE natural gas or propane, 84% AFUE oil, or 15 SEER heat pump heating equipment (zonal electric resistance heating equipment such as electric base board electric resistance heating equipment as the sole source for heating is considered compliant with the high efficiency equipment path).

<sup>d</sup>"15/19" means R-15 continuous insulated sheathing on the interior or exterior of the home or R-19 cavity insulation at the interior of the basement wall. "15/19" shall be permitted to be met with R-13 cavity insulation on the interior of the basement wall plus R-5 continuous insulated sheathing on the interior or exterior of the home. "10/13" means R-10 continuous insulated sheathing on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement wall.

(3-20-20)T

(N) An exception to Section R403.3.5 shall be added as follows: Exception: Building-framing cavities used as ducts or plenums shall comply with Section M1601.1.1 (IRC).

(O) Delete Section R403.5.3 and replace with the following: R403.5.3 Hot water pipe insulation (Prescriptive). Insulation for hot water piping with a thermal resistance, R-value, of not less than R-3 shall be applied to the following:

1. Piping serving more than one (1) dwelling unit.
2. Piping located outside the conditioned space.
3. Piping located under a floor slab.
4. Buried piping.

5. Supply and return piping in recirculation systems other than demand recirculation systems.

- (P) Delete Section R404.1 and replace with the following: R404.1 Lighting equipment (Mandatory). A minimum of seventy-five percent (75%) of the lamps in permanently installed lighting fixtures shall be high-efficacy lamps or a minimum of seventy-five percent (75%) of the permanently installed lighting fixtures shall contain only high efficacy lamps.
- (Q) Delete Section R406.3 and replace with the following: R406.3 Energy Rating Index. The Energy Rating Index (ERI) shall be determined in accordance with RESNET/ICC 301. Energy used to recharge or refuel a vehicle used for transportation on roads that are not on the building site shall not be included in the ERI reference design or the rated design.

- (R) Delete Tabel R406.4 and replace with the following:

**Table R406.4 - Maximum Energy Rating Index**

Climate Zone	Energy Rating Index <sup>a</sup>
5	68
6	68

<sup>a</sup> Where on-site renewable energy is included for compliance using the ERI analysis of Section R406.4, the building shall meet the mandatory requirements of Section R406.2, and the building thermal envelope shall be greater than or equal to the levels of efficiency and SHGC in Table R402.1.2 or Table R402.1.4 of the 2015 International Energy Conservation Code. (3-20-20)T

**SECTION 11.** Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

**SECTION 12.** Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

**SECTION 13.** Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**SECTION 14.** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
REBECCA L. NOAH CASPER, MAYOR

ATTEST:

\_\_\_\_\_  
KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Ordinance  
entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO,  
AMENDING TITLE 7 TO ADOPT AND AMEND THE 2018 EDITIONS OF  
THE INTERNATIONAL BUILDING CODE, INTERNATIONAL PROPERTY  
MAINTENANCE CODE, INTERNATIONAL FUEL GAS CODE,  
INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL  
MECHANICAL CODE, INTERNATIONAL ENERGY CONSERVATION  
CODE; AND TO ADOPT AND AMEND THE 2015 EDITION OF THE  
INTERNATIONAL EXISTING BUILDING CODE; PROVIDING  
SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND  
ESTABLISHING EFFECTIVE DATE.”

(SEAL)

---

KATHY HAMPTON, CITY CLERK



# Public Works - Design Contract, LEC

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO PHASE II  
CONSTRUCTION OF THE IDAHO FALLS POLICE COMPLEX**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO CONSTRUCTION OF THE IDAHO FALLS POLICE COMPLEX (hereinafter "AGREEMENT"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Architects Design Group / ADG, Inc, (insert address). (hereinafter "ARCHITECT").

**W I T N E S S E T H:**

WHEREAS, CITY desires to build the Idaho Falls Police Complex (the "Project"); and

WHEREAS, CITY has selected ARCHITECT to design the facility; and

WHEREAS, the parties have completed Phase I of the project by conducting a needs assessment, site analysis, conceptual building design, preliminary cost estimates, and presenting a master plan to the City Council; and

WHEREAS, the parties desire to enter in a new agreement for ARCHITECT's work to complete the Phase II of the Project, the Design Development, Contract Documents, Construction, Closeout, and One Year Warranty Phases of the Project; and

WHEREAS, the parties anticipate that a substantive agreement will be entered into by the parties prior beginning the Design Development, Contract Documents, Construction, Closeout, and One Year Warranty Phases of the Project.

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

**SECTION I: PHASE II SCOPE OF WORK**

**General Description:**

The Project is the construction of a new police station complex. Phase II of the Project is generally described as a Detailed Spatial Needs Assessment Update, Site Analysis, Master Planning, Conceptual Building Design, Preliminary Cost Estimate, City Council Presentation, and Design / Engineering and Construction Administration for the City of Idaho Falls Police Department facility.

**A. ARCHITECT Phase II Responsibilities:**

## **Phase II: Basic Architectural and Engineering Services:**

ARCHITECT's Phase II Basic Services consist of those described in this Agreement and include structural, mechanical, and electrical engineering services.

### **1. Schematic Design Phase (4 months):**

- a.** ARCHITECT shall prepare a preliminary evaluation of CITY's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. ARCHITECT shall notify CITY of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be needed for the Project.
- b.** ARCHITECT shall present its preliminary evaluation to CITY and shall discuss with CITY alternative approaches to design and construction of the Project. ARCHITECT shall reach an understanding with CITY regarding the requirements of the *Project*.
- c.** Based on the Project requirements agreed upon with CITY, ARCHITECT shall prepare and present, for CITY's approval, a preliminary design illustrating the scale and relationship of the Project components.
- d.** Based on CITY's approval of the preliminary design, ARCHITECT shall prepare Schematic Design Documents for CITY's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- e.** ARCHITECT shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with CITY's program, schedule and budget for the Cost of the Work. CITY may obtain more advanced sustainable design services as a Supplemental Service.
- f.** ARCHITECT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with CITY's program, schedule, and budget for the Cost of the Work.



- g. ARCHITECT shall submit to CITY an estimate of probable development costs for the Project.
- h. ARCHITECT shall submit the Schematic Design Documents to CITY, and request CITY's review and approval.

**2. Design Development Phase (3 months):**

- a. Based on CITY's approval of the Schematic Design Documents, and following CITY's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, ARCHITECT shall prepare Design Development Documents for CITY's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- b. ARCHITECT shall update the estimate of probable development costs.
- c. ARCHITECT shall submit the Design Development Documents to CITY, advise CITY of any adjustments to the estimate of the Cost of the Work, and request CITY's approval.

**3. Construction Documents Phase (4-5 months):**

- a. Based on CITY's approval of the Design Development Documents, and on CITY's authorization of any adjustments in the Project requirements and the budget for the cost of the Work, ARCHITECT shall prepare Construction Documents for CITY's approval. The term "Work" in this Agreement shall mean all necessary action for the development, construction, renovation, and implementation of the Project. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Project. CITY and ARCHITECT acknowledge that, in order to perform the Work, the general contractor will

provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which ARCHITECT shall review.

- b. ARCHITECT shall incorporate the design requirements of all governmental authorities having jurisdiction over the Project into the Construction Documents.
- c. During the development of the Construction Documents, ARCHITECT shall assist CITY in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between CITY and the general contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). ARCHITECT shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
- d. ARCHITECT shall update the estimate for the Cost of the Work. ARCHITECT shall submit the Construction Documents to CITY, advise CITY of any adjustments to the estimate of the Cost of the Work, and request CITY's approval.

#### **4. Bidding or GMP Coordination (2-3 months)**

ARCHITECT shall assist CITY in establishing a list of prospective general contractors. Following CITY's approval of the Construction Documents, ARCHITECT shall assist CITY in (1) obtaining competitive bids; (2) confirming responsiveness of bids; and, (3) assist with preparing and awarding contracts for construction.

#### **5. Construction Administration Services (14 months)**

- a. ARCHITECT shall assist CITY with the coordination of the construction process, working closely with CITY's selected builder entity. Services shall include reviews of the proposed construction schedule, providing responses to submitted RFI's (requests for information), reviewing submittals for compliance with the contract documents, reviewing pay applications, and providing a complete facility review to develop a punch list of items to be addressed prior to the issuance of a substantial completion certificate, followed by a final facility review and final completions report.

- b. ARCHITECT shall also assemble the appropriate close-out documents for issuance to CITY's selected builder entity with copies provided to CITY including operations and maintenance manuals, manufacturer contact lists, etc.

**6. Post Occupancy/Warranty Inspection (11 months):**

Eleven (11) months after first occupancy of the building by CITY, the appropriate ARCHITECT design team members shall conduct a warranty inspection of the building and shall document all systems and elements that need corrective action, on the part of the general contractor. ARCHITECT shall subsequently re-inspect the facility(ies) to establish that noted items have been satisfactorily resolved or if additional work is required on the part of the general contractor.

**B. CITY's Phase II Responsibilities:**

1. CITY shall submit to ARCHITECT, any existing documentation relative to the proposed site that has been previously identified and investigated; including, but not limited to:
  - a. Aerial maps
  - b. Floodplain maps
  - c. Topographic maps
  - d. Benchmark data
2. CITY shall provide ARCHITECT any existing land development regulations that the Design Team will need to comply with. ARCHITECT shall also research / determine / confirm these regulations as well.
3. CITY shall provide ARCHITECT a list of the existing Permitting Agencies that will be involved in reviewing and/or permitting the Project. ARCHITECT shall also research / determine / confirm these agencies as well.
4. CITY shall provide ARCHITECT with CITY's project management team composition, contact information, and chain of communications command.

**C. Additional Services Upon CITY's Request:**

ARCHITECT, or ARCHITECT's consultants, shall provide the following additional services if requested by CITY:

**1. Interior Design:**



Interior design services related to the programming, conceptual design, bidding and supervision of installation of furnishings. Services related to the inventory of existing furnishings and equipment shall be provided billable on an hourly basis. Said services are to be provided only when specifically requested by CITY in writing.

**2. Off-Site Civil Engineering:**

Upon acceptance of the Conceptual Site Plan, if off-site civil engineering services are required, a scope of work shall be established. Work typically identified as the Scope of Services for Civil Engineering is construction falling outside the property lines or within on-site easements and/or the relocation of existing utilities. The professional fee for such work shall be agreed upon by CITY, ARCHITECT and Civil Engineer based upon a defined Scope of Services.

**3. Landscape Architectural Services:**

Landscape Architectural Services shall be provided by a registered Landscape Architect, selected by ARCHITECT, to provide the Scope of Services to be defined by the accepted Master Site Plan.

**4. Site and Building Identification / Graphic Design:**

Provide graphic design services associated with the design and construction administration of building identification, graphics and signage.

**5. Permitting Coordination Services:**

ARCHITECT shall provide permitting coordination services as follows:

- a. Define all permits and/or review agency requirements and provide a graphic chronological assessment.
- b. Prepare and/or coordinate the permitting applications and make the submittals in a timely manner and in accordance with the schedule to be submitted by ARCHITECT upon execution of this Agreement by CITY.
- c. Monitor the permitting process and provide written progress reports to CITY.

**6. Facility Energy Analysis:**

ARCHITECT shall so prepare Supplementary Design Documents as to permit the accomplishment of a detailed energy analysis, to be conducted by an appropriate entity with expertise in providing this service. The purpose of the analysis shall be to maximize energy efficient systems, including insulation, fenestration and similar passive energy applications, to the extent allowable by the project construction budget. This is a required service to meet the updated Energy Code Permitting Requirements. This service will also be required if CITY elects to pursue LEED certification for the Project.

**7. Facility or Site Model Computer Renderings:**

ARCHITECT shall develop up to three (3) computer-generated rendering(s) of the facilities or of the overall Master Plan, illustrating site utilization, building massing, access and egress roadways, parking areas, pedestrian walkways and stormwater retention areas.

**8. Special Engineering:**

Special Structural Engineering services will be provided by ARCHITECT/Engineer, for site elements outside of the police station complex buildings.

Additional Special Structural Engineering services may also be needed, when authorized by CITY, if unusual site soil or geographic conditions are found to exist. In the event that that an unusual site soil or geographic conditions is found to exist, the parties shall enter into a separate agreement to correct said conditions.

**9. Extended Construction Observation:**

ARCHITECT shall provide standard construction observation services during the construction phase. As also noted in this Agreement, these services constitute twenty percent (20%) of the value of Basic Services. The Construction Documents shall stipulate the period general contractor for construction, which is anticipated to be fourteen (14) months.

ARCHITECT shall be entitled to Additional Fees if the general contractor exceeds this stipulated period which shall be negotiated with the input of CITY, said fees being a pro-rata monthly fee of the fee allocated for Construction Observation of Phase II. These fees shall be documented in the contract specifications as the responsibility of the general contractor and shall be payable to CITY to reimburse CITY for payments to ARCHITECT.

**10. Post Occupancy/Warranty Inspection:**



Eleven (11) months after first occupancy of the building by CITY, the appropriate design team members shall conduct a warranty inspection of the building and shall document all systems and elements that are in need of corrective action. ARCHITECT shall subsequently re-inspect the facility(ies) to establish that noted items have been satisfactorily resolved or if additional work is required.

**11. Community Outreach Program:**

ARCHITECT and its team shall participate in up to three (3) public presentations in a collective effort of engaging the local community at large, if requested by CITY. ARCHITECT will assist with the development of the necessary presentation materials and format and will provide one (1) copy, in both a digital and a hard copy version, to CITY for its records. A minimum of two (2) representatives of the ARCHITECT's team shall participate in each of the requested presentations.

This service, if requested by CITY, shall be included as a part of the Optional Additional Phase II services.

**12. Site Surveying Allowance:**

ARCHITECT shall obtain the services of a Registered Land Surveyor, acceptable to CITY, for a site boundary and topographic survey for the subject property. This service is provided to CITY with the understanding and agreement that ARCHITECT shall have no liability for said services. The professional fee for this service was included in the Phase I Agreement between CITY and ARCHITECT of this project.

**13. Geotechnical Engineering Allowance:**

ARCHITECT obtain the services of a Professional Geotechnical Engineering firm for purposes of sub-surface soils investigation, percolation testing, and foundation recommendations. This service is provided to CITY with the understanding and agreement that ARCHITECT shall have no liability for said services. The professional fee will be established based upon a defined Scope of Services. These services will be completed upon final determination / acceptance of the site by CITY.

**14. Building Commissioning:**

ARCHITECT and its Engineers, if requested by CITY, shall provide complete building commissioning services of the Mechanical, Electrical, and low-voltage systems facility wide including creating a commissioning plan, integrating the commission requirements into project specifications, creating functional test procedures, perform a test and balance verification, and create a training plan. This service shall be provided, upon CITY's

request, at the conclusion of the construction period, and shall include integration testing of building information & communications (ICT) systems with external systems (e.g. commercial telecom services and/or agency owned services).

**15. Grants Coordination Assistance:**

ARCHITECT and its subconsultants shall work directly with CITY's designated Grant Coordinator to assist with the documentation needed to process any grant awarded to CITY to assist with the cost of the Project.

**16. Grants Application:**

ARCHITECT, if requested by CITY, shall provide grant preparation services. The professional fee(s) for any grant preparation work shall be established in a separate agreement after identification of a potential grant and/or grants.

**17. Additional Construction Observation Services:**

CITY may elect to have ARCHITECT provide additional on-site construction observation services in addition to the bi-weekly standard services noted in this AGREEMENT.

**18. Audio-Visual Consultant:**

ARCHITECT shall obtain the services of an individual/Firm with expertise in audio-visual systems and, based upon a defined scope of work for the Project's audio-visual system's needs, shall provide CITY with a proposed professional fee for the audio-visual system work.

**19. Computer Cable System Design Coordination:**

ARCHITECT shall meet with CITY's Project Manager and CITY's Information Technology staff and establish the basic guidelines for a computer cable system for the Project and shall subsequently prepare a cable plan with appropriate distribution spaces in the Project.

**20. Security Consultant:**

ARCHITECT shall obtain the services of a qualified Security Consultant for services related to site and building security systems, including C.C.T.V., access/egress controls, locking devices, and site security systems.

**21. Acoustical Engineering:**



ARCHITECT shall obtain the services of a qualified Acoustical Engineer for enhancing performance in acoustically demanding environments related to the primary large-scale operational spaces and/or exterior conditions such as the adjacent railroad tracks. These *services* include controlling, isolating, and mitigating structure-borne, equipment-generated, and environmental noise and vibration, if required.

**SECTION II: COMPENSATION**

**A. No Employee Relationship**

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

**B. Fees and Conditions for Professional Services**

Payment for all Phase II services described in this Agreement is provided in accordance with the following anticipated Phase II fee:

**Phase II Fee Summary:**

Phase II: Basic Architectural/Engineering Services Fee: .....	\$ 1,913,804.00
Phase II: Required Services: .....	<u>448,965.00</u>
<b>Phase II Subtotal:.....</b>	<b>2,362,769.00</b>
Phase II: Reimbursable Expenses: .....	<u>43,000.00</u>
<b>Phase II Total: .....</b>	<b>2,405,769.00</b>
 Phase II: Optional Additional Services:.....	 \$ 117,663.00
(Subject to change based on Optional Additional Services requested)	

**Basic Architectural and Engineering Services Fee:**

The above Architectural and Engineering Services Fee is calculated upon a total project budget and an estimated construction budget that shall be finalized during the Phase I Preliminary Cost Estimate. The total project budget value shall be established when the Phase I Preliminary Cost Estimate is submitted to CITY for approval. The above Architectural/Engineering Services Fee shall be modified in the event that the Phase I Preliminary Cost Estimate, approved by CITY, differs from the amounts listed in this Agreement. The Architectural and Engineering Services Fee shall be calculated in the following manner:

Building Construction - PD: .....	\$ 16,979,360.00
Building Construction - Rolling Asset Storage: .....	\$ 1,516,930.00
Site Development Allowance: .....	\$ 4,227,335.00
Central Utility Plant Allowance:.....	\$ <u>474,000.00</u>
Total Projected Project "Hard Costs" .....	\$ 23,197,625.00

Professional Architectural/Engineering "Basic Services" Fees:	
\$23,197,625 @ 8.25% .....	\$ 1,913,804.00

### **Phase II: Additional Services:**

Additional Services, consisting of a variety of tasks, are itemized and described in Section I, Paragraph C "Additional Services" of this Agreement. The following is a summary of those additional services and their related professional fee allocation. These additional services fall outside of the "standard Architectural/Engineering services" above.

#### **TASK:**

#### **TOTAL FEE:**

#### **Required Additional Services:**

On-Site Civil Engineering.....	\$ 117,120.00
Landscape Architectural Services (1.3) .....	\$ 39,380.00
Site Survey Allowance (1.13) (completed as part of Phase I) .....	\$ 0.00
Geotechnical Engineering Allowance (1.14) .....	\$ 7,000.00
Site and Building Identifications (1.4).....	\$ 10,200.00
Professional Liability Insurance (\$ 2,281,989 @ 4%) (1.5) .....	\$ 91,280.00
Audio-Visual Consultant (1.21).....	\$ 39,200.00
Cable System Coordination (1.22).....	\$ 20,100.00
Security Consultant (1.23) .....	\$ 45,400.00
Special Engineering, (sitework structural engineering) (1.9) .....	\$ 26,785.00
Facility or Site Model / Renderings (1.8) .....	\$ 7,500.00
• Reimbursable Expenses (printing costs) .....	\$ 600.00
Post Occupancy/Warranty Inspection (1.11) .....	\$ 12,800.00
• Reimbursable Expenses.....	\$ 3,000.00
Estimates of Probable Development Costs:	
Schematic Design Phase .....	\$ 8,600.00
Design Development Phase .....	\$ 9,800.00
75% Completion .....	\$ <u>10,200.00</u>
Subtotal: (Subject to change based on Additional Services required) \$	448,965.00



**Optional Additional Services:**

Interior Design Services (FF&E Coordination): (1.1)	
Est. 45,975 SF @ \$25/SF = \$1,149,375 @ 6% .....	\$ 68,963.00
Off-Site Civil Engineering (1.2) .....	\$ TBD
Extended Construction Observation, if needed (1.10).....	\$ TBD
Community Outreach Program (\$2,900/event), if required (1.12) .....	\$ TBD
Additional Construction Observation Services (see below) .....	\$ TBD
Record/Conformance As-Designed Drawings (1.19) .....	\$ TBD
Facility Energy Analysis (1.7) .....	\$ 26,500.00
Permitting Coordination Services (1.6) .....	\$ 22,200.00
Acoustical Engineering, if required (1.24) .....	\$ TBD
Subtotal: (Subject to change based on Additional Services).....	\$ 117,663.00

**Additional Construction Observation Services:**

As outlined in Section I, Paragraph C "Additional Services" if CITY desires additional Construction Observations Services beyond what is included in the Base Services (bi-weekly attendance at site meetings for a period of 12-14 months), the additional site visits will be calculated as follows:

20 hrs. @ \$102.00/hr. per add. visit.....	\$ 2,040.00*
Reimbursable Expenses .....	\$ 800.00
Total Cost per additional site visit .....	\$ 2,840.00

*\*1 These are hours in addition to those included under "Basic Services".*

**SECTION III: MODIFICATION OF AGREEMENT****A. Termination of Agreement.**

This Agreement may be terminated by ARCHITECT upon thirty (30) days written notice to CITY, should CITY fail to substantially perform in accordance with its terms through no fault of ARCHITECT. CITY may terminate this Agreement with thirty (30) days' notice to ARCHITECT without cause and without further liability to ARCHITECT.

**B. Prorated Payment at Termination.**

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

**C. Extent of Agreement.**

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

**D. Indemnification.**

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

**E. Insurance.**

ARCHITECT shall maintain, during the term of this Agreement, Professional Liability Insurance providing coverage for errors and omissions in the amount of \$2,000,000.00. The Architect shall provide CITY with a certificate showing such coverage and providing that the insurance will not lapse or be canceled except upon thirty (30) days written notice to CITY. As compensation for the cost of such insurance, CITY will pay ARCHITECT a value equating to four (4) percent of the total Architectural and Engineering fee, excluding fees for the Building Program Verification, Master Planning, Preliminary Site Analysis, and Reimbursable Expense Allowance.

**F. ARCHITECT'S Additional Insurance.**

ARCHITECT shall maintain automobile insurance and statutory Workmen's Compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. The comprehensive general liability insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and ARCHITECT shall cause CITY to be named as an additional insured under said policy.

**G. Costs and Attorney Fees.**

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

**H. Jurisdiction and Venue.**

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



**I. Binding of Successors.**

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

**J. Modification and Assignability of Agreement.**

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

**K. Ownership and Publication of Materials.**

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

**L. Non-discrimination.**

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

**M. Qualified Estimates of Cost.**

The estimates of cost for the Project herein are to be prepared by ARCHITECT through the exercise of its experience and judgment in applying presently available cost data; but it is recognized that ARCHITECT has no control over the cost of labor and materials, or other competitive bidding procedures and market conditions so that they cannot warrant that the Project's actual construction costs will not vary from ARCHITECT's cost estimates as a result of these described factors. Nothing in this section shall serve to release ARCHITECT from exercising the skill, care, and professional judgment exercised by similarly situated professional architects or engineers.

**N. Services requiring Supplemental Authorization.**

The services outlined hereinafter shall only be provided by ARCHITECT when requested and authorized in writing by CITY. Such authorization shall also state the negotiated amount and method of compensation by CITY. When authorized to proceed, ARCHITECT shall:

1. Re-design any or all the facilities or re-design any component previously approved by CITY.
2. Assist CITY in resolving disputes over claims, bankruptcy, court proceedings, or default of the contractor.
3. Assist CITY as a result of fire, flood, acts of God, and similar causes through no fault of ARCHITECT.
4. Assist or extend services as a result of strikes, walkouts, and other labor disputes; and including acts relating to the settlement of minority group problems.
5. Provide all other specialty consulting or other miscellaneous services not enumerated in this Agreement and as may be required by CITY.
6. Work with an archaeologist as may be required to avoid problems associated with archaeological findings within the Project site.
7. Meet with representatives of the various agencies involved in the Project in excess of meetings stipulated elsewhere in this Agreement when requested to do so by CITY.
8. Assist CITY in the acquisition of rights of way and easements for the Project, and including property surveys and descriptions for design surveying work.
9. Prepare documents for and appear before courts and boards on matters of litigation related to the Project.
10. Provide additional services as may be required in the event of delinquency or insolvency of the contractor, suspension of work, damages to the construction site by fire, flood, or other natural disasters. Provide assistance as may be required in the event of strikes, walkouts, or other acts of trade or labor unions.
11. Provide or assist with boundary and topography survey services.
12. Provide or assist with Geotechnical services.
13. Identify or remove hazardous waste if encountered during the Project.
14. Changes in the Project program requirements, design, scope, schedule, or budget.
15. Rendering or models of the Project, if requested by CITY.
16. Work associated with producing, bidding, and managing separate bid packages.
17. Work associated with traffic studies, counts, and/or lights if required.



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

ATTEST:


“CITY”

City of Idaho Falls, Idaho

By \_\_\_\_\_  
Kathy Hampton, City Clerk

By \_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

“ARCHITECT”

By  \_\_\_\_\_  
Rodney McManus, VP of Operations  
Architects Design Group, Inc.

STATE OF IDAHO            )  
  ) ss.  
County of Bonneville        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

(Seal)

\_\_\_\_\_  
Notary Public of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA )

) ss:

County of Orange )

On this 24th day of November, 2020, before me, the undersigned, a notary public for Idaho, personally appeared Rodney McManus, Vice President of Operations for Architects Design Group, known or identified to me and whose name is subscribed to the instrument herein and acknowledged to me that they are authorized to execute the same for and on behalf of ADG, Inc.

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

Nicole M. Hevia

Notary Public of Florida

Residing at: 333 N. Knowles Ave. Winter Park, FL 32789

My Commission Expires: 01/01/2023

(Seal)



Mayor -

John Wagner, INL Director



## *Biography*

---

### **John C. Wagner, Ph.D.**

*Associate Laboratory Director, Nuclear Science and Technology Directorate*


***Dr. Wagner will assume the role of Director at INL on Dec. 11, 2020***

Dr. John C. Wagner is the associate laboratory director of INL's Nuclear Science & Technology (NS&T) directorate. His previous roles included director of Domestic Programs in NS&T as well as director of the Technical Integration Office for the DOE-NE Light Water Reactor Sustainability Program at INL. Wagner initially joined INL as the chief scientist at the Materials and Fuels Complex in 2016. He has more than 20 years of experience performing research, and managing and leading research and development projects, programs and organizations.

Wagner received a B.S. in nuclear engineering from the Missouri University of Science and Technology in 1992, and M.S. and Ph.D. degrees from the Pennsylvania State University in 1994 and 1997, respectively. Following graduate school, Wagner joined Holtec International as a principal engineer, performing criticality safety analyses and licensing activities for spent fuel storage pools and storage and transportation casks. Wagner joined the Oak Ridge National Laboratory (ORNL) as an R&D staff member in 1999, performing research in the areas of hybrid (Monte Carlo/deterministic) radiation transport methods, burnup credit criticality safety, and spent nuclear fuel characterization and safety.

While at ORNL, Wagner held various technical leadership positions, including technical lead for postclosure criticality in support of DOE OCRWM's Lead Laboratory for Repository Systems, Radiation Transport Methods Deputy Focus Area lead for the Consortium for Advanced Simulation of Light Water Reactors (CASL), and national technical director of the DOE Office of Nuclear Energy's Nuclear Fuels Storage and

*continued on back...*

A decorative graphic consisting of a cluster of white-outlined hexagons is located on the left side of the page. The hexagons are arranged in a staggered, honeycomb-like pattern, with some hexagons being more prominent than others, creating a sense of depth and geometric structure.

Transportation Planning Project. Wagner also held various management positions, including group leader for the Criticality and Shielding Methods and Applications, Radiation Transport, and Used Fuel Systems groups.

In 2014, Wagner became director of the Reactor and Nuclear Systems Division (RNSD), with responsibility for management direction and leadership to focus and integrate the seven RNSD R&D groups (Advanced Reactor Systems and Safety, Nuclear Data and Criticality Safety, Nuclear Security Modeling, Radiation Transport, Reactor Physics, Thermal Hydraulics and Irradiation Engineering, and Used Fuel Systems) and the Radiation Safety Information Computational Center.

Wagner is a Fellow of the American Nuclear Society and recipient of the 2013 E.O. Lawrence Award. He has authored or co-authored more than 170 refereed journal and conference articles, technical reports, and conference summaries. He was the original developer of the A3MCNP and ADVANTG codes and led the development of the CADIS and Forward-Weighted CADIS hybrid transport methods.