



# City Council Meeting

## Agenda

680 Park Avenue  
Idaho Falls, ID 83402

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Thursday, September 23, 2021

7:30 PM

City Council Chambers

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**While Coronavirus (COVID-19) is still a public health risk, the City will follow Eastern Idaho Public Health (EIPH) recommendations. EIPH currently recommends observance of The Centers for Disease Control and Prevention (CDC) guidelines.**

### **Welcome.**

City Council Meetings are open to any member of the public. All are welcome to observe (either in person or via the City's website livestream). Note that not all agenda items include the opportunity for public comment. Also, please be aware that amendments to this agenda may be made by Council during the meeting upon passage of a motion that states a good faith reason why the desired change was not included in the original agenda posting. To participate personally, we ask you to follow these City guidelines.

### **Opportunity for General Public Comment.**

The public is invited to address the City Council but only regarding general matters that are not listed on this agenda or that are already noticed for a public hearing, subject to the Public Hearing Participation Guidelines below. When you address the Council, please state your name and some general contact information (e.g., city, address, neighborhood). Please limit your remarks to approximately three (3) minutes. For legal reasons, topics you may not comment upon include matters currently pending before the City's Planning and Zoning Commission or Board of Adjustment; pending City enforcement actions (including those on appeal); and City personnel actions.

### **Public Hearing Participation Guidelines.**

- 1.** In-person Comment. Because public hearings must follow various procedures required by law, please wait to offer your comments until comment is invited/indicated. Please address your comments directly to the Council and try to limit them to three (3) minutes.
- 2.** Written Comment. The public may provide written comments via postal mail sent to City Hall or via email sent to the City Clerk at [IFClerk@idahofalls.gov](mailto:IFClerk@idahofalls.gov). Comments will be distributed to the members of the Council and become a part of the official public hearing record. Written testimony must be received no later than forty-eight (48) hours prior to the date of the hearing to ensure inclusion in the permanent City record.
- 3.** Remote Comment. When available, the public may provide live testimony remotely via the WebEx meeting platform using a phone or a computer. Those desiring public hearing access should send a valid and accurate email address to [VirtualAttend@idahofalls.gov](mailto:VirtualAttend@idahofalls.gov) no later than forty-eight (48) hours prior to the date of the hearing so log-in information can be sent to you prior to the meeting. Please indicate for which public hearing on the agenda you wish to offer testimony. Please note that the remote option will not be available for all meetings.

Regularly scheduled Council meetings are live-streamed and archived on the City website ([idahofalls.gov](http://idahofalls.gov)). If communication aids, services, or other physical accommodations are needed to facilitate participation or access for this meeting, please contact City Clerk Kathy Hampton at 208-612-8414 or ADA Coordinator Lisa Farris at 208-612-8323. They can help accommodate special needs.

1. **Call to Order.**
2. **Pledge of Allegiance.**
3. **Public Comment.**

Please see guidelines above.

4. **Consent Agenda.**

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

**A. Municipal Services**

- 1) Minutes from Council Meetings **21-256**  
September 7, 2021 City Council Work Session and September 9, 2021 City Council Meeting.

**Attachments:** 20210907 Work Session - Unapproved.pdf  
20210909 Council Meeting - Unapproved.pdf

- 2) License Applications, all carrying the required approvals

***Recommended Action:***

Approve, accept, or receive all items on the Consent Agenda according to the recommendations presented (or take other action deemed appropriate).

5. **Regular Agenda.**

**A. Municipal Services**

- 1) Public Hearing to Auction City Property **21-240**  
The Fire and Municipal Services Departments have determined this property, formerly known as Fire Station 6, is no longer needed and recommend the sale of this property with a minimum appraised value of \$181,000. The Notice of Public Hearing was published on Sunday, September 5, 2021. The public hearing is scheduled for Thursday, September 23, 2021, at 7:30 pm in the Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho. At the conclusion of the hearing, Council will have met the notice and hearing requirements to auction the property. Following the conclusion of the public hearing and the Council's direction to staff to auction the property, pursuant to Idaho Code §50-1403(1), the City of Idaho Falls will publish a Notice to Auction the property in the Post Register on Sunday, October 3, 2021, and Sunday, October 10, 2021, with the public auction held on Friday, October 22, 2021, at 10:00 am (mountain time zone).

***Recommended Action:***

Pursuant to Idaho Code §50-1402, Municipal Services requests that the Council conduct a public hearing and subsequently determine whether to auction the city property located at 525 E. 8th Street and, if so, declare a minimum bid of \$181,000 (or take other action deemed appropriate).

**Attachments:** 525 E 8th St- Fire Station-Idaho Falls 9-13-2021.pdf

**B. Police Department**

- 1)** Memorandum of Understanding between District 91 and IFPD **21-229**  
regarding School Resource Officers (SRO)

This is a Memorandum of Understanding (MOU) between District 91 and the Idaho Falls Police Department (IFPD) establishing each entity's obligation under the School Recourse Officer (SRO) program. IFPD has provided sworn officers to work as SROs within Idaho Falls School District 91 for many years. IFPD is pleased to continue the SRO services. This MOU is the same as last year's Council-approved MOU with a change of dates to make it effective during the 2021-2022 school year.

***Recommended Action:***

IFPD recommends that Council approve the MOU between IFPD and District #91

**Attachments:** School Resource Officer Agreement 2021 SIGNED.pdf

- 2)** Operation Underground Railroad Donation **21-230**

Operation Underground Railroad is donating a forensic recovery of evidence data center (FREDC) module. This is a secure data server that will be used for management of evidence in child pornography and other like evidence associated with ICAC (Internet Crimes Against Children) cases. The value of the FREDC is \$107,544. This server is anticipated to meet IFPD needs for the next 5 years.

Operation Underground Railroad is also donating an electronic detection dog and training. The canine will be certified to find hidden electronic devices that contain evidence of child pornography, sexual assault, or any other crime that may be contained as evidence on an electronic device. The estimated value of the electronic detection dog and the training is \$19,000. The final value will be determined after the dog is selected and the training is complete.

The Council was briefed when this donation was discussed in detail at the August 9 City Council work session.

***Recommended Action:***

To accept the donation of a Forensic Recovery of Evidence Data Center Module from Operation Underground Railroad in the amount of \$145,000 and give authorization to the mayor or her designees to sign the necessary documents.

**Attachments:** 2021 K9 Application.docx  
Idaho Falls Police Department.DOCX  
Quote 20210630B.pdf

**C. Idaho Falls Power**

**1) Ordinance Amendment - Title 8, Chapter 13 21-241**

The expansion and improvement of the Idaho Falls Fiber system has prompted the revision of Title 8, Chapter 13 of the City Code to reflect current requirements and functions of IFF by revising City open access network regulations and functions, providing severability, codification, publications by summary and establishing the effective date.

***Recommended Action:***

Rescind the current Title 8, Chapter 13 Ordinance in its entirety and approve the revised Title 8, Chapter 13 Ordinance language and give authorization to the Mayor and City Clerk to execute the necessary documents, (or take other action deemed appropriate).

**Attachments:** Ordinance - Title 8 Ch 13 Public Fiber Optic System 9.7.21 DRAFT.pdf  
Ordinance - Title 8 Ch 13 Public Fiber Optic System 9.7.21.pdf

**2) IFP 21-38 Fiber Optic Cable Installation Services 21-242**

Idaho Falls Power solicited bids from qualified contractors to install the fiber network service inside our new customers' homes. Wheeler Electric, Inc. was the only responsive, responsible bidder. Based on the quantities installed in the first two years of the fiber project and the per unit bid prices, the value is estimated to be \$456,000.00.

***Recommended Action:***

Approve this bid award to Wheeler Electric, Inc. of Idaho Falls, Idaho for the unit prices shown as bid, for a not-to-exceed amount of \$456,000.00 and give authorization to the Mayor and City Clerk to execute the necessary documents, (or take other action deemed appropriate).

**Attachments:** IFP 21-38 Fiber Optic Cable Installation bid packet and contract - Wheeler.pdf

**D. Public Works****1) State Local Agreement and Resolution with the Idaho 21-248**

Transportation Department (ITD) for the Intersection of 5th Street and Holmes Avenue Signal project.

Attached for your consideration is a State Local Agreement for project development with ITD for this intersection improvement project. The project is intended to remove the existing wire hung signals and replace them with standard signal poles. The project will also update the existing signal control cabinetry and vehicular & pedestrian detection.

***Recommended Action:***

Approval of the State Local Agreement and Resolution with ITD for the Intersection of 5th Street and Holmes Avenue Signal project and authorization for Mayor and City Clerk to sign the documents or take other action deemed appropriate.

**Attachments:** Int 5th and Holmes Signal.pdf

**2) State Local Agreement and Resolution with the Idaho 21-249**



Transportation Department (ITD) for the Intersection of East 17th Street and South Woodruff Avenue project.

Attached for your consideration is a State Local Agreement for construction with ITD to reconstruct this intersection. Intersection reconstruction will include a new traffic signal controlling seven lanes of traffic at each leg of the intersection. Proposed lane configurations will be similar to those at the intersection of East 17th Street and South 25th East.

***Recommended Action:***

Approval of the State Local Agreement and Resolution with ITD for the Intersection of East 17th Street and South Woodruff Avenue project and authorization for Mayor and City Clerk to sign the documents or take other action deemed appropriate.

**Attachments:** Int 17th and S Woodruff.pdf

- 3) State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Science Center Drive; North Boulevard to Holmes Avenue project. **21-250**

Attached for your consideration is a State Local Agreement for project development with ITD to reconstruct the intersection of North Boulevard and Science Center Drive, including the construction of new traffic signal and rehabilitating the pavement on Anderson Street from North Boulevard to Holmes Avenue.

***Recommended Action:***

Approval of the State Local Agreement and Resolution with ITD for the Science Center Drive; North Boulevard to Holmes Avenue project and authorization for Mayor and City Clerk to sign the documents or take other action deemed appropriate.

**Attachments:** Science Center N Blvd to Holmes.pdf

- 4) Professional Services Agreement with Stantec Consulting Services, Inc. for Wastewater Treatment Plant Biogas Cogeneration project. **21-252**

The purpose of this Agreement is to establish a contract with Stantec Consulting Services, Inc. to investigate biogas utilization options at the Wastewater Treatment Plant that may put the potential energy to beneficial use.

***Recommended Action:***

Approval of a Professional Services Agreement and authorization for Mayor and City Clerk to execute the document or take other action deemed appropriate.

**Attachments:** WWTP - Biogas Cogeneration Project.pdf

- 5) Resolution - Adopting the Idaho Standards for Public Works Construction (ISPWC), 2020 Edition, with Amendments. **21-253**

The City adopted the 2017 Edition of the Idaho Standards for Public Works Construction, with

various amendments, in May of 2018 for use as the City's Standard Drawings and Specifications. City staff has reviewed the newer 2020 Edition and finds it, as amended, to reflect local desires and conditions to be appropriate standards for the Council to adopt.

***Recommended Action:***

Approval of the resolution and authorization for Mayor and City Clerk to sign the document or take other action deemed appropriate.

**Attachments:** Resolution - ISPWC 2020 9.17.21.pdf

**6) Resolution - Adopting an Engineering Design Policy Manual (EDPM) 21-254**

City Public Works staff has collected, updated and supplemented existing City design policies and best practices into a proposed single, cohesive, set of design policies referred to as the EDPM, and recommends it in order to provide developers and City staff criteria to aid them in bringing public infrastructure projects to successful completion.

***Recommended Action:***

Approval of the resolution and authorization for Mayor and City Clerk to sign the document or take other action deemed appropriate.

**Attachments:** Resolution - Engineering Design Policy Manual 9.17.21.pdf

**7) Ordinance to Establish an Engineering Design Policy Manual (EDPM) within City code. 21-255**

City Public Works staff has collected, updated and supplemented existing City design policies and best practices into a proposed single, cohesive, set of design policies referred to as the EDPM, and recommends it in order to provide developers and City staff criteria to aid them in bringing public infrastructure projects to successful completion.

The proposed ordinance revision was written to recognize and establish the EDPM within City code.

***Recommended Action:***

Approve the ordinance revision under a suspension of the rules requiring three complete and separate readings and request that it be read by title (or consider the ordinance on the first reading, reject the ordinance, or take other action deemed appropriate).

**Attachments:** Ordinance

**E. Community Development Services**

**1) Business Improvement District Management Agreement between the City of Idaho Falls and the Downtown Development Corporation. 21-246**

As part of the Business Improvement District (BID) for the downtown area, each year the City

has renewed an agreement with the Idaho Falls Downtown Development Corporation (IFDDC). The agreement establishes what funds IFDDC will receive in support of achieving identified goals and objectives. The agreement also requires IFDDC to hold an annual meeting with BID members and report to the City Council.

***Recommended Action:***

Approve the Business Improvement District Management Agreement between Idaho Falls Downtown Development Corporation and the City of Idaho Falls (or take other action as deemed appropriate).

**Attachments:** Draft Management Agreement with City 21-22 (kirkham suggestions).doc

- 2)** Parking Management Agreement between IF-1, LLC and the City **21-247**  
of Idaho Falls for The Broadway parking garage.

The attached agreement is for management of parking facilities at The Broadway. The parking spaces are public but managed by IF-1, LLC. The agreement is a renewal for one year.

***Recommended Action:***

Approve the Parking Management Agreement between IF-1, LLC and the City of Idaho Falls (or take other action as deemed appropriate).

**Attachments:** Parking Management Agreement - City of Idaho Falls(kirkham suggestions).docx

- 3)** Public Hearing-Part 1 of 2 of the Annexation and Initial **21-244**  
Zoning-Annexation Ordinance and Reasoned Statement of  
Relevant Criteria and Standards for 13.282 acres, Lots 5-11, Block  
1, And Lots 1-5, Block 6, Hodson Addition, Division No. 1, and  
adjacent right-of-way for Woodruff Circle and Hawthorne Street.

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of R3A which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 13.282 acres, Lots 5-11, Block 1, And Lots 1-5, Block 6, Hodson Addition, Division No. 1, and adjacent right-of-way for Woodruff Circle and Hawthorne Street. The Planning and Zoning Commission considered this item at its August 3, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

***Recommended Action:***

1. Approve the Ordinance annexing 13.282 acres, Lots 5-11, Block 1, And Lots 1-5, Block 6, Hodson Addition, Division No. 1, and adjacent right-of-way for Woodruff Circle and Hawthorne Street under a suspension of the rules requiring three complete and separate readings and request 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, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of

13.282 acres, Lots 5-11, Block 1, And Lots 1-5, Block 6, Hodson Addition, Division No. 1, and adjacent right-of-way for Woodruff Circle and Hawthorne Street and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** Zoning Map .jpg  
Aerial.jpg  
Comp Plan.jpg  
Staff Report.doc  
Land Use Table Residential.pdf  
PC Minutes.docx  
Ordinance  
Legal and Exhibit Map Hodson Annex Initial zoning.pdf  
07 Reasoned Statement Annexation.docx

- 4)** Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R3A-Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 13.282 acres, Lots 5-11, Block 1, And Lots 1-5, Block 6, Hodson Addition, Division No. 1, and adjacent right-of-way for Woodruff Circle and Hawthorne Street. **21-245**

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of R3A which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 13.282 acres, Lots 5-11, Block 1, And Lots 1-5, Block 6, Hodson Addition, Division No. 1, and adjacent right-of-way for Woodruff Circle and Hawthorne Street. The Planning and Zoning Commission considered this item at its August 3, 2021, meeting and recommended approval of R3A by a unanimous vote. Staff recommends the requested zoning of R3A.

***Recommended Action:***

1. Assign a Comprehensive Plan Designation of "Higher Density and Commercial" and approve the Ordinance establishing the initial zoning for R3A as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R3A and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** Zoning .jpg  
Aerial.jpg  
Comp Plan Map.jpg  
Ordinance  
Legal and Exhibit Map Hodson Annex Initial zoning.pdf  
Reasoned Statement Zoning.docx

- 5) Public Hearing-Rezone from RMH to R3A, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 0.22 acres of Lots 1-3 and a Portion of Lots 6-7, Block 1, Hodson Addition, Division No. 1. **21-243**

Attached is the application for Rezoning from RMH to R3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for 0.22 acres of Lots 1-3, Portion of Lots 6-7, Block 1, Hodson Addition, Division No. 1. The Planning and Zoning Commission considered this item at its August 3, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

***Recommended Action:***

1. Approve the Ordinance Rezoning 0.22 acres of Lots 1-3 and a Portion of Lots 6-7, Block 1, Hodson Addition, Division No. 1, from RMH to R3A, under suspension of the rules requiring three complete and separate readings and request 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, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from RMH to R3A, and give authorization for the Mayor to execute the necessary documents (or take other action as deemed appropriate).

**Attachments:** Zoning Map .jpg  
Aerial.jpg  
Comp Plan Map.jpg  
Staff Report.docx  
Land Use Table Residential.pdf  
PC Minutes.docx  
Ordinance  
Reasoned Statement.docx

6. Announcements.

7. Adjournment.

# Memorandum

File #: 21-256

City Council Meeting

**FROM:** Kathy Hampton, City Clerk  
**DATE:** Friday, September 17, 2021  
**DEPARTMENT:** Municipal Services

## Subject

Minutes from Council Meetings

## Council Action Desired

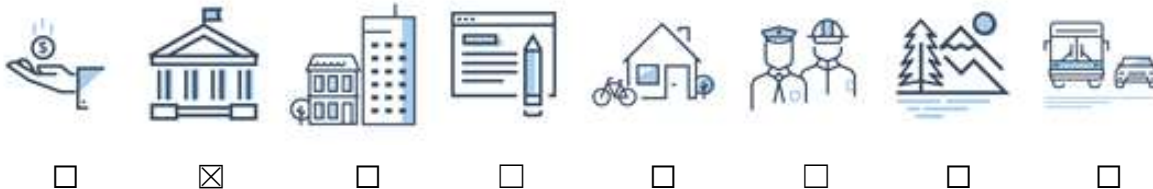
- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the minutes as described below (or take other action deemed appropriate).

## Description, Background Information & Purpose

September 7, 2021 City Council Work Session and September 9, 2021 City Council Meeting.

## Alignment with City & Department Planning Objectives



The minutes support the Good Governance community-oriented result by providing assurance of regulatory and policy compliance to minimize and mitigate risk.

## Interdepartmental Coordination

N/A

**Fiscal Impact**

N/A

**Legal Review**

N/A

## September 7, 2021 Work Session - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Tuesday, September 7, 2021, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

### Call to Order and Roll Call:

There were present:

Mayor Rebecca L. Noah Casper  
Council President Michelle Ziel-Dingman  
Councilor John Radford  
Councilor Jim Freeman  
Councilor Jim Francis  
Councilor Lisa Burtenshaw

Absent:

Councilor Thomas Hally

Also present:

Pamela Alexander, Municipal Services Director  
Josh Roos, Treasurer  
Eric Day, Division Fire Chief  
Brad Cramer, Community Development Services Director  
Kerry Beutler, Community Development Services Assistant Planning Director  
Duane Nelson, Fire Chief  
Scott Grimmett, Fire Marshal  
Ryan Tew, Human Resources Director  
Michael Kirkham, Assistant City Attorney  
Randy Fife, City Attorney  
Kathy Hampton, City Clerk

Mayor Casper announced a vacancy in the City Clerk's Office, noting this position has been advertised for replacement.

### Liaison Reports and Councilmember Concerns:

Council President Dingman had no items to report.

Councilor Burtenshaw stated discussion is occurring with Dustin Pantheri and the Parks and Recreation (P&R) Department regarding the use of Noise Park.

Councilor Freeman announced the splash pad is open.

Councilor Francis stated, per the Idaho Falls Police Department (IFPD), the School Resource Officer (SRO) agreement and the Project Underground Railroad grant will be presented for Council approval in the near future.

Councilor Radford stated the bike path map has been posted on the city's website, he believes a pamphlet regarding the bike path may also be available at the Chamber of Commerce. He also briefly reviewed upcoming Imagine IF events.

### Review: Ambulance Collections and Write-offs:

Mayor Casper indicated write-offs occur on an annual basis, with the ambulance account being the largest write-off. She stated ambulance collections were not performing well, therefore, Director Alexander created an inter-



### September 7, 2021 Work Session - Unapproved

departmental committee that has assisted with the ambulance accounts which have resulted in improvements. Director Alexander noted there was a request in the previous year for call volume and write-off comparison. She also noted Division Chief Day, as a co-chair of the committee, reviews the medical necessity of all claims. Division Chief Day reviewed ambulance call volume from 2006-2020, stating the number of calls has doubled in this timeframe. He also reviewed ambulance write-offs by year and call volume, noting the Medicaid expansion pushed more individuals out of the insurance column into the Medicaid column. Director Alexander stated electronic billing did not occur prior to 2014, and any claims that were missing information were sent back to the paramedic. She also stated the city entered into a contract with Whitman in 2014 with all billing occurring electronically which stream-lined the process. She indicated during this time the majority of claims were stale due to address issues. Director Alexander reviewed combined totals of ambulance write-offs – Medicare-52%, Medicaid-26%, contractual (Division Chief Day explained the facility contracts)-5%, collection agency-15%, and hardships-0.2%. Division Chief Day stated Medicare and Medicaid are non-negotiable federally mandated rates and the city has no control over those particular rates. Director Alexander stated a Request for Proposal (RFP) was submitted with a contract awarded to Professional Credit in 2016. She briefly reviewed the Professional Credit active platform. She also stated Professional Credit collects in all states, and has been collecting 11-12% on new accounts. She noted there is a hardship policy, monthly committee meetings, and quarterly meetings with Professional Credit. She recognized the committee members. Director Alexander briefly reviewed the collection industry timelines. She stated the total write-off request amounts to \$2,547,555.25, which is approximately \$93,000 less than the previous year. Division Chief Day stated all avenues are being pursued to collect on ambulance billing, including collection from automobile insurance. Per Councilor Freeman, Division Chief Day stated disputes are typically an educational process. Director Alexander clarified an individuals' insurance may not include coverage for ambulance. General discussion followed regarding the catch up of previous claims, and the Medicare expansion. Division Chief Day stated the percentage of Medicare patients has increased up to 21% while there are fewer patients in the Medicaid column. He explained the Ground Emergency Medical Transport (GEMT) stating this is a program through Medicare that reimburses transport agencies for the difference between the cost to provide the service and what Medicaid actually pays. He indicated this program will be looked at by several entities once passed by the legislation, and he believes this will have a huge impact. He also indicated the city is close to 50% of cost of what Medicaid pays. Mayor Casper believes when Medicare and Medicaid are mixed with the other write-offs, it appears the city is not being effective with collection methods. She questioned if these accounts should be split. Director Alexander stated the committee has been focused on the categories although she indicated the charts could be adjusted. Division Chief Day stated actual cost for services must be provided for the GEMT, and actual costs are closely-lined with the charges independent of payers. He also stated studies are performed with other departments to ensure the city is comparable with charges. Councilor Burtenshaw believes the city never expected to collect Medicare and Medicaid, therefore the collection rate appears to be 85%. Councilor Freeman believes the service provided is a bargain for the citizens. Per Councilor Radford, Mr. Fife is unsure if the rate could be adjusted for eligibility for the service. Mayor Casper stated this item will be included on the September 9 City Council Meeting agenda.

#### Discussion: Imagine IF:

Director Cramer stated this has been a collaborative effort, he expressed his appreciation to all those involved. He also stated draft documents will be available in the near future. He reviewed current and upcoming milestones stating the plan is anticipated to go before the Council late in the year, depending on the feedback. He noted plans are continuing to change and the document will change and grow as well. Director Cramer reviewed the document with general discussion throughout:

## **September 7, 2021 Work Session - Unapproved**

Introduction – a connection to the past and how that effects the future. Director Cramer stated one of the aspects for an update was the growth that Idaho Falls is experiencing and the concerns heard from the community that Idaho Falls will lose who it is as a city. He indicated there is a brief summary of the growth period and timeline of Idaho Falls that indicates the town uses its resources in innovative ways, including people. The introduction also ties the land with the agricultural roots, ensuring those historical aspects remain true. Director Cramer stated the 17 plan elements that are required by the State are included in each section, and a graph regarding the legal aspect is included in that specific section. He also stated staff worked hard to tie this plan to the Strategic Plan with help from Agnew Beck. He noted the quotes from the Strategic Plan shows how directly related the plans are. Director Cramer stated this will address what developers and neighbors need to know as development applications come forward. The plan specifically references City Action Teams, which will be used to tackle issues raised by the community. The plan also describes how planning needs to change. Director Cramer explained the 'triangle' indicating the widest part refers to the Comprehensive Plan and Map and the triangle gets narrower with policies, projects, and programs and the less discretion there is as a city (Zoning and Subdivision Codes, and Development Applications).

Methodology – this includes background research, data, trends, and economic. Staff also conducted department interviews for importance and concerns which Director Cramer believes lead to some good conversations. He is hopeful the departments feel represented. Director Cramer stated community engagement occurred as staff wanted to ensure the community drove conversations with issues they felt were going on in the city. He also stated the first survey has been reported on, the second survey received nearly 400 responses, and public comment will continue throughout the adoption process.

Growth Philosophy – defines the philosophy on how the city grows. Director Cramer stated staff looked at the growth patterns and rates from the 2020 Census and then reviewed how the population and land grew. He reported that based on the trends there were three (3) potential scenarios: stay at the same rate of growth; accelerated rate; and repeat of 1950-1960 where the population doubled. He indicated if the population stayed the same by 2030 there would be approximately 74,000 people, accelerated would be 84,000, and doubled would be 123,000. He explained if the rate of land consumption stayed on course the amount of land that would be required is a large number. Director Cramer stated discussions have been occurring for years on how to focus growth inward, and infill has been working. He also stated staff is proposing to move into Urban Transects, versus low- or high-density areas, that are more descriptive of what is actually happening on the land. The proposed transects are Parks and Open Space, Future Development, Industrial, Suburban, General Urban, Mixed-Use Centers and Corridors, Urban Core, and Special Use. Director Cramer believes this change will have a much broader description. He displayed examples of existing developments as well as a proposed map with a reduction in the overall boundary which was committed to in the Area of Impact (AOI) discussions. He also believes the proposed plan map is simpler, and is more diverse.

Imagining IF – City-wide Housing. Director Cramer identified five (5) themes. He stated staff focused on Accountable Implementation that has been outlined as best practice by the American Planning Association Document. He noted the plan has very few directives and timetables. He explained the tables in each section.

Geography – Director Cramer stated staff preferred this to be simple, manageable, and general. He also stated staff wanted to have more people involved so they had large geographic areas. He believes the city needs to continue to engage in these areas, and one of the recommendations is to have a consistent and robust engagement program with neighbors. He indicated this program will be ongoing for the next 2-3 years. He also indicated the draft proposal is a starting point and only contains three (3) themes instead of five (5) themes including housing, transportation

### September 7, 2021 Work Session - Unapproved

and connectivity, and community health. These plans will have tables, actions, issues, objectives, and area maps. Director Cramer displayed and explained Area 3. He stated staff intends to do an annual review, adding any major updates would occur every 3-5 years instead of 7-10 years. Per Councilor Freeman, Director Cramer reviewed departmental discussions and contributions. Per Councilor Radford, Director Cramer stated he learned that every single neighborhood in the city loves accessory dwellings. He believes this may be due to Coronavirus (COVID-19) as multi-generational housing has increased. Mr. Beutler noted there was feedback regarding block parties. He stated the plan stresses how important neighborhoods are to maintain the identity as a city and keep the smaller town values. Mayor Casper believes the engagement process was interesting and effective, although she expressed her concern for the community expecting quick results as this was information only at this time. Per Mayor Casper, Director Cramer stated the second survey addressed citizens had been heard in the first survey, addressed the concerns raised, listed actions that will address the concerns, and asked citizens if the city had gotten their concerns correctly addressed and heard. He believes there will be individuals that will always feel they are not heard. Brief discussion followed regarding Rental Assistance Advocacy Groups. Per Mayor Casper, Director Cramer stated staff intends to explore, investigate, or study. He believes this could be the starting point. Director Cramer agrees that resources available to do something might not be available, but he feels that it deserves to be explored, or studied. Per Councilor Freeman, Director Cramer stated the area map currently works for big data collection, there is a specific plan for downtown and south downtown, and it would make sense to create a whole section for each area like the lettered streets. Councilor Radford stated he attended some of the meetings and he believes there is pride and identity around a name of an area. Councilor Francis believes it may be less divisive not to label neighborhoods as they are diverse in their own way. Council President Dingman believes homeowners and renters wants the maximum flexibility. She also believes higher-density residential is going to increase and the city will see an increased amount of pushback from individuals who are used to single family (R1) neighborhoods, while the same time hearing from residents stating that a new "starter home" doesn't exist. She indicated, per the upcoming neighborhood meeting discussion, it has been shown there is less conflict when developers can speak to neighbors, however, there is tension when determining what is and is not Council's role. Mayor Casper questioned how to facilitate growth outside of the AOI boundaries. Director Cramer stated this is addressed by state law, and owner-initiated cities can grow past their AOI. Per Mayor Casper, Director Cramer stated conversations with the county regarding the city's Comprehensive Plan would occur before it gets to Council. He noted the advisory committee includes the county. Brief discussion followed regarding neighborhood block parties. Councilor Burtenshaw stated people desire to have the look and feel of Idaho Falls which will come down to having the walkable livable neighborhoods, not just miles and miles of walls. Per Councilor Burtenshaw, Director Cramer stated staff interacts regularly with developers regarding infrastructure, realizing there are challenges. Brief comments followed.

#### Discussion: Requirement of Neighborhood Meetings Proposal:

Director Cramer stated the proposed ordinance is largely based on a guidebook developed several years ago that is handed out to developers. The guidebook is based on research from other Idaho cities. Director Cramer stated neighborhood meetings would be required as part of an application for preliminary plat, planned unit development, rezoning, or conditional use permit. He also stated a neighborhood meeting would be required prior to submittal of an application. He reviewed Section 6 of the proposed ordinance, noting concerns from a neighborhood meeting must be addressed. Director Cramer emphasized, due to the added time to the process, a public hearing would no longer be required at the city level for a preliminary plat, unless a petition is signed per Section 2 of the proposed ordinance. He believes those hearings are not effective and are not accomplishing what they were originally intended to do. He also believes this proposed ordinance will save time in some areas while adding time in other areas. Councilor Radford expressed his concern when the land use map is changed. Mr. Fife stated the law is set up so individuals should not have a say for regulations per the legislation. He believes there is due process with the

### September 7, 2021 Work Session - Unapproved

expectation of predictability. He noted conditions could be added if they are reasonable, however, because rules are set in the subdivision codes the Council doesn't have to decide what is law. He stated any changes for input would require legislative action. He also stated a neighborhood meeting adds a process that does not currently exist. Per Councilor Francis, Director Cramer stated public hearings are required for quasi-judicial items. He also stated preliminary plat hearings are not required by state law. He noted the city chose to hold public hearings for preliminary plats to try and get the neighborhood meeting concept started. Also per Councilor Francis, Director Cramer stated city staff does not intend to attend the neighborhood meetings. He also stated the public hearing notice is 300', which comes from State code. Councilor Radford believes any neighborhood meetings should expand beyond the 300', and possibly include social media notification. Per Councilor Francis, Mr. Fife counseled against the councilmembers attending neighborhood meetings. General discussion followed including the flow chart of the process. Director Cramer stated this ordinance will be presented to Council at a later time for approval, and is proposed to be effective January 1.

#### Discussion: Idaho Falls Firefighters Local 1565 Labor Agreement:

Chief Nelson stated the negotiation committee consists of himself, Human Resources, and Municipal Services. He also stated this committee spent several months meeting with the Firefighters Union, and he believes both parties made good strides with a good contract. Chief Nelson reviewed changes including paid hours, protective clothing (trade-off from health care premium), physical fitness equipment, sick leave accrual (how time is allotted, there is no change to the rate), payout of sick leave and the cap of sick leave, retirement payout and cleanup of vacation payout, vacation picks, training committee, retirement contributions, and compensation (1% Cost of Living Adjustment (COLA) to longevity and step and grade). Councilor Burtenshaw noted this group is not part of the new employee compensation plan. Mayor Casper noted an executive session occurred prior to the negotiations where councilmembers expressed their thoughts regarding the parameters. Per Mayor Casper, Chief Nelson stated these parameters were based on 2.5% of compensation, health insurance (the group chose to use the city's insurance carrier), and the new city's compensation plan (there was concern that individual positions may not be compared directly to other fire agencies in like positions). He believes discussion will continue regarding the compensation plan. Mayor Casper stated this item will be included on the September 9 City Council Meeting agenda.

#### Discussion: City Code Amendments to adopt the 2018 International Fire Code:

Fire Marshal Grimmatt stated the proposed ordinance maintains everything that is built under the building code. He reviewed significant updates including the technology of buildings, working safely as firefighters with solar energy systems and battery storage in commercial buildings and residences, how to balance egress for fire emergencies and walk-down solutions in educational occupancies, emergency escape and rescue openings within buildings to help safeguard children, manage outdoor assembly events, and standardized inspections for mobile food vendors. Other changes that may be applicable in the future include plant processing and oil extraction facilities, and standardizing how to build and test emergency responder radio coverage in large buildings. Fire Marshal Grimmatt noted there are additional minor modifications with regard to fire protection systems. Per Councilor Radford, Fire Marshal Grimmatt stated the State of Idaho exempts sprinkler systems in single-family residential homes. Brief discussion followed regarding sprinkler systems. Mayor Casper stated this item will be included on the Sept 9 City Council Meeting agenda.

#### Calendars, Announcements, Reports, and Updates:

Mayor Casper announced Community Suicide Prevention will be holding their annual memorial walk on September 9, and their annual conference will be held on September 10.

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COVID-19 – Mayor Casper stated Health Districts 1 and 2 have invoked Crisis Standards of Care for hospitals. She also stated Crisis Standards of Care would have an immediate effect on the city's ambulance service which would have a ripple effect on Emergency Medical Service (EMS) workers. She believes, per discussion with Chief Nelson, there could be a peak of COVID in mid-October. She noted a mask requirement will not come from the health district. She believes individuals need to be voluntarily conscientious, and those who are not vaccinated could be hard hit.

#### Discussion: Association of Idaho Cities (AIC) Legislative Initiatives:

Mayor Casper stated AIC requested input from cities regarding legislative issues. She indicated items submitted by the city included broadband, camera record keeping, annexation, and balancing of the privacy for public and private individuals. She also stated the next step will include all proposals presented to the AIC board, all approved proposals will then be presented to the AIC legislative committee, followed by submission to the legislators during the AIC meeting. Mayor Casper stated AIC has hired a new lobbyist, who has provided information regarding the Idaho cities campaign objectives. Tactics include legislative meetings, pins, letters, talking points, publications, tour of duty, and an annual award. Mayor Casper briefly explained each of these tactics.

#### Discussion: Calendar Management:

Mayor Casper stated dates for the upcoming year are currently being collected by various departments. She noted the main calendar meeting will be held in December through coordination of the Mayor's Office, Director Alexander, the Idaho Falls Power Executive Assistant, and the City Clerk. She requested any possible changes to the calendar be submitted prior to this December meeting. She also stated an effort is being made in the Mayor's Office to create a more consistent schedule into the four (4) weeks of the month (and randomly a 5<sup>th</sup> week). Brief general discussion followed.

There being no further business, the meeting adjourned at 6:10 p.m.

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Kathy Hampton, City Clerk

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Rebecca L. Noah Casper, Mayor



# City Council Meeting

## Minutes - Draft

680 Park Avenue  
Idaho Falls, ID 83402

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Thursday, September 9, 2021

7:30 PM

City Council Chambers

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### 1. Call to Order.

**Present:** Mayor Rebecca L Noah Casper, Council President Michelle Ziel-Dingman, Councilor John Radford, Councilor Jim Freeman, Councilor Jim Francis, and Councilor Lisa Burtenshaw

**Absent:** Councilor Thomas Hally

Also present:

All available Department Directors

Randy Fife, City Attorney

Kathy Hampton, City Clerk

### 2. Pledge of Allegiance.

Mayor Casper requested Councilor Freeman to lead those present in the Pledge of Allegiance.

### 3. Public Comment.

Mayor Casper requested any public comment not related to items currently listed on the agenda or not related to a pending matter.

Ellie Hampton, Idaho Falls resident, appeared. Ms. Hampton stated she was raised that your word means something, commitments should be honored, and just because others can do it doesn't mean you should. Ms. Hampton is referring to the commitment made by the city when they took funding from the Land and Water Conservation Fund (LWCF) for South Capital Park. She stated she learned last spring that the city has tentatively planned to use a major portion of South Capital Park for the purpose of building a 185' water tower. She also stated she agrees that the city needs a water tower. Ms. Hampton indicated some neighbors agree and don't see violating the contract with the LWCF as a big deal, and some thankfully disagree. She is hoping for a change of mind especially since South Capital Park is not the only suitable location. She indicated there are two (2) other options and neither of those options require breaking a long-standing commitment. Ms. Hampton stated she has been a long-time supporter of the city and has supported efforts to build a community that values quality of life, and she has supported salary increases for city workers and first responders even if it required a tax increase. She noted she managed the construction of the band shell at Freeman Park many years ago and served four (4) years on a committee for the city budget. Ms. Hampton stated she tries to be part of the solution and not part of the problem, and she pays attention to city issues. She indicated she was aware that the city wanted to remove the water tower, however she missed the proposal and meetings to locate the water tower in South Capital Park. She believes someone dropped the ball as most individuals are not aware of the water tower in the park. Ms. Hampton stated it's difficult for her to come forward publicly to oppose the proposed action because it is not her standard procedure. She reiterated the city should honor its commitments. Ms. Hampton stated the other suitable locations don't require ruining an established park, having a low/middle income neighborhood lose the essence of their neighborhood park, and doesn't require

removal of beautiful shade trees that will take decades to grow back. Ms. Hampton urged the Council to reconsider and change the location for the water tower as it is the honorable thing to do.

Porter Talbot appeared. Mr. Talbot stated his comments refer to the Afghanistan refugees. He indicated there are three (3) refugees centers in Idaho, two (2) in Boise and one (1) in Twin Falls. He also indicated the Twin Falls center is worried they will not have places for the refugees when they are brought to Idaho. He stated the refugees are currently housed in six (6) military bases across the United States. He also stated there are less than 50 refugees but more will be coming. Mr. Talbot indicated the previous presidential administration (Trump) passed an executive order stating municipalities needed to give approval for refugees in their area. He noted Pocatello passed a resolution in December 2019 stating they would accept refugees. Mr. Talbot stated in February 2021, President Biden revoked the executive order, however, his order has a caveat to do a report to determine if each action should be maintained, reversed, or modified. He also stated that regardless of whether it is required by the executive order, he feels the State Department will first look at the communities that would welcome refugees. He noted the CSI (College of Southern Idaho) in Twin Falls stated they have received several calls from Idaho Falls who are wanting to help. Mr. Talbot believes this is a welcoming community, and it would be nice if the community can move forward and help.

Catherine Smith, Idaho Falls Downtown Development Corporation (IFDDC) Executive Director and city resident, appeared. Ms. Smith stated she is appearing in her role as Executive Director to represent the voices of the downtown businesses and property owners. She also stated the IFDDC works to represent and serve the district that is made of people and businesses who live and work 6 and 7 days a week for their downtown businesses. Ms. Smith stated she has been watching the discussion of the water tower very closely this year and has participated in the public hearing held with the Board of Adjustment, attended the City Council Work Session when the water tower was included on the agenda, and watched the presentation from the LWCF representative at a recent City Council Work Session. She indicated she has also sent multiple emails regarding the process with the IFDDC, and the majority of the downtown constituents support the location to avoid disrupting any downtown parking. Ms. Smith indicated this discussion began in April of 2019 and she believes the goal of Public Works or any city employee was to ensure all individuals had an opportunity to share their comments. She also believes no one in Public Works or Parks and Recreation wanted to have folks upset to the point where a social media presence with a following of 500 would form, along with speaking out at Council Meetings, and sending emails expressing dismay with the process. Ms. Smith believes the communication efforts were organized to avoid the previously mentioned issues. She stated she and the IFDDC are closely looped into all city communications and have the luxury of paying attention to what's happening in any city department because it's part of their work. She also stated she enjoys watching the live stream. She indicated she was very aware of what was going on and the outreach that was happening, and that outreach was shared to the downtown constituents who were encouraged to participate and many did so. Ms. Smith stated the constituents of the Business Improvement District (BID) make their livings downtown. She also stated it has been hard to be on the opposite side of the topic from people whom she deeply respects. She expressed her surprised for individuals who missed the outreach because she saw it everywhere. She also criticized individuals who engaged and participated in the process actively and continued to say there wasn't enough outreach, which began in 2019 and continued through 2020. She stated she struggles to understand why the opinions or interest of someone who wishes to visit the park once or twice a month outweighs the interest of businesses on Cliff Street that have built their businesses generation after generation. She believes heck has no fury like a business owner who is living through a road closure or construction cycle. She requested the Council consider what will happen to the Cliff Street

businesses in the event of a two-year construction cycle including road closures, stating this would be very tough with the possibility of those businesses being gone, especially after a pandemic. She noted Johnson Brother's is at a total loss as to why the process would start over or amend the site selection to the parking lot behind Willowtree Gallery. She stated the parking in the lot identified as an option early on for the tower will continue to be utilized more and more as a new downtown business recently opened. She also noted the IFDDC commissioned and completed a large historic mural on the back of the Willowtree building to beautify that area. A water tower would in fact completely block that piece of artwork that was hand painted by a local artist. Ms. Smith stated she is from a farming family that honors the land and the importance of open spaces. She believes heritage to green spaces is core to what makes her farming family thrive. She stated she's an advocate for the public lands through Teton Valley and the Swan Valley area and participates in efforts in east Idaho to ensure there is green space that is open to the public. As Ms. Smith understands, less than 40' in a circle circumference will be removed for the tower base, the playground equipment will stay, and the bathrooms will remain. She is hopeful, if this is the location of the tower, there will be some creative public art or something to help enhance the space and celebrate the park. Ms. Smith stated the city has a wild amount of green space and trees and is so fortunate to have such a robust park supply. She appreciates the concerns for the noncompliance piece of the park and the goal to bring the city back into compliance. She trusts the work of the city directors and staff to bring these pieces together. She stated she knows these directors and not for a minute believes there was any malice or ill intent when this process was launched for public comment and execution from that public comment. She believes the process took place fairly, and any criticism of the city staff and directors through this process has been really difficult to watch and see. Ms. Smith is hopeful as the process continues, to remember that the process for the public comment did take place openly and the comments received during that specific effort were to avoid utilizing parking spaces. She stated whether the perception or reality of downtown parking is true doesn't matter, there will always be an uphill battle against perceptions of parking scarcity downtown. Ms. Smith believes the bigger issue for the downtown business owners is that they participated in the process (this was before the pandemic was even a thing-) and voiced their feelings to avoid impacting any parking. She is asking that the feedback and participation not be lost or forgotten.

Jim Pletcher, Idaho Falls resident, appeared. Mr. Pletcher stated his wife has had a business in downtown for 17-18 years. He also stated he participated in the water tower siting process, was informed when the meetings would be held, attended several meetings, and provided comments. He believes the process was executed well. He also believes the city directors were gracious enough to answer questions. Mr. Pletcher stated he is an engineer by trade and runs the downtown business. He believes the process was right on target. He also believes the city bent over backwards and felt there were unbiased answers given to citizens asking questions. Mr. Pletcher stated when a complimentary business in downtown is lost it has a ripple effect on the smaller businesses, therefore, if the water tower does not go in South Capital Park and is moved farther north to the business district some of the businesses will have several problems and may not continue business which will impact all downtown businesses. He believes there is a synergy arrangement with the downtown businesses where people visit multiple shops. He indicated if the water tower is moved north, the parking situation will cascade and the people that park along Cliff Street will move farther north, and that parking will move farther north to A Street and A Street is already a tough area to ensure there is enough parking space for customers. He stated due to those considerations he will advocate keeping the process in place that took a lot of time and was well done.

Mayor Casper expressed her appreciation for the civilized comments.



**4. Consent Agenda.****A. Municipal Services**

- 1)** Approval of Workers' Compensation and Employer's Liability Insurance for Fiscal Year 2021/22  
The total of \$238,611 is an increase of \$16,703 from last fiscal year's amount of \$221,908. City staff is recommending the purchase of worker's compensation insurance with Safety National for an annual cost of \$172,156, plus a surety bond in the amount of \$700,000 with Travelers Casualty & Surety Company for \$7,455 and the renewal of the Moreton & Company broker consulting contract for \$59,000.
- 2)** Treasurer's Report for July 2021  
A monthly Treasurer's report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending July 2021, cash and investments total \$150.5M. Total receipts received and reconciled to the general ledger were reported at \$26.3M, which includes revenues of \$25.1M and inter-departmental transfers of \$1.2M. Total distributions reconciled to the general ledger were reported at \$19.4M, which includes salary and benefits of \$5.8M, operating costs of \$12.4M and inter-departmental transfers of \$1.2M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$139.0M.
- 3)** Minutes from Council Meetings  
August 23, 2021 City Council Budget Session/Work Session and August 26, 2021 City Council Meeting.
- 4)** License Applications, all carrying the required approvals

***Recommended Action:***

It was moved by Councilor Burtenshaw, seconded by Council President Ziel-Dingman, to accept all items on the Consent Agenda according to the recommendations presented. The motion carried by the following vote: Aye - Councilors Freeman, Francis, Radford, Burtenshaw, Dingman. Nay - none.

**5. Regular Agenda.****A. Community Development Services**

- 1)** Amendment of City Ordinance, Title 9, Chapter 4, Section 21, to permit the regulation of downtown parking by block face  
For consideration on the regular agenda is an ordinance amending Title 9, Chapter 4, Section 21 of City Code. The proposed amendment modifies regulation of downtown parking from a parking space model to a block face model. Currently, vehicles downtown in a 2-hour parking zone must move to a new space at the end of their 2-hours. The proposed ordinance requires the vehicle to move to a new block face, which is defined as 500 lineal feet of where previously parked and not across the street on the same block. Vehicles may not return to the same

block face within a 12-hour period.

The ordinance is proposed by the Idaho Falls Downtown Development Corporation (IFDDC) as a better parking management tool and to prevent vehicles from moving one space every two hours. IFDDC has assumed responsibility of managing and enforcing downtown parking, which is consistent with a recommendation from a downtown parking study that recommended all parking management be handled by a single agency. During the work session at which this item was discussed, the Council asked about the cost of the signs. The Street Division of Public Works has indicated approximately \$6,600 for the materials and staff time. The timeline is approximately six weeks, however the ordinance and code are structured so that whatever signs are posted, whether the existing 2-hour per space or the new 2-hour per block face, is what will govern that block until all the signs can be replaced.

Community Development Services Director Brad Cramer appeared. He stated this item was previously discussed in a (July 6, 2021) City Council Work Session. Per Councilor Francis, Director Cramer reviewed the core downtown area as defined in the ordinance. Councilor Radford expressed his appreciation to the IFDDC and Ms. Smith.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the ordinance permitting the regulation of downtown parking by block face under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors Dingman, Radford, Francis, Burtenshaw, Freeman. Nay - none.

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

**ORDINANCE NO. 3409**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 9, CHAPTER 4, SECTION 21, TO PERMIT THE REGULATION OF DOWNTOWN PARKING BY BLOCK FACE; PROVIDING DEFINITIONS AND EXPLANATION ON BLOCK FACE PARKING ZONES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

**B. Fire Department**

**1) Fire Code 2018 Ordinance**

Adoption of the most current edition of the International Fire code ensures application of the most current guidelines and aligns the current code with community development services and the State of Idaho.

Fire Chief Duane Nelson appeared. He stated this item was discussed at the September 7 City Council Work Session. He also stated this ordinance requires changes every several years in conjunction with the Building Code as building and plans are reviewed, evaluated, and inspected.

It was moved by Councilor Burtenshaw, seconded by Councilor Freeman, to approve the ordinance amending sections 7-10 through 7-10-4 to provide for the adoption of the International Fire Code 2018 Edition under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors Radford, Freeman, Burtenshaw, Francis, Dingman. Nay - none.

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

**ORDINANCE NO. 3410**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING SECTIONS 7-10-1 THROUGH 7-10-4 OF THE CITY CODE OF THE CITY OF IDAHO FALLS, TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL FIRE CODE, 2018 EDITION, AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

**2) 2021-2022 Local 1565 Labor Agreement**

Labor agreement with Idaho Falls Firefighters Local 1565 and the CITY. The overall agreement reflects 2021 collective bargaining negotiations and includes a 1% wage increase, changes to the firefighter's healthcare premium payments, sick leave, and vacation payout modifications. This agreement is for approximately one year and will expire on April 30, 2022.

Chief Nelson appeared. He stated the negotiation team included Municipal Services, Human Resources, and himself. He believes the negotiations were cordial. Councilor Burtenshaw expressed her appreciation on the cordiality and civility of the negotiation team.

It was moved by Councilor Burtenshaw, seconded by Councilor Freeman, to approve the 2021-2022 Labor Agreement with Idaho Falls Firefighters Local No. 1565 and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Burtenshaw, Dingman, Freeman, Francis, Radford. Nay - none.

**C. Idaho Falls Power**

**1) IFP 21-033-2 Lower Plant Runner Hub Rebuild**

Idaho Falls Power (IFP) solicited bids from qualified construction contractors to rebuild Lower Plant's runner hub, which includes removal, disassembly and reassembly of the runner and runner hub. The bid includes all equipment, materials and labor. IFP received 3 bids with Gracon, LLC being the lowest responsive, responsible bidder at \$531,465.00.

Idaho Falls Power (IFP) Generation Superintendent Mark Reed appeared. He stated routine maintenance required this rebuild as a minor leakage, which is normal, was noticed from the blade seals inside the runner hub. He noted the equipment typically lasts 20-25 years. He also noted the inspections, which occur every five (5) years, are included in the Capital Plan. He indicated the project will occur this fall and will take approximately 135 days to complete. Mr.

Reed described the rebuild process. He stated the lower plant was not an emergency situation, therefore it was pushed back for capital planning. He also stated, due to water being scarce this winter, the lower plant will more than accommodate the expected water flow this fall with no lost revenue. He expects this project to be completed prior to the spring flows. Per Mayor Casper, Mr. Reed stated the equipment/products have already been acquired.

It was moved by Councilor Freeman, seconded by Councilor Radford, to approve the agreement with Gracon, LLC of Lafayette, Colorado, for Lower Plant's runner hub rebuild at a not-to-exceed amount of \$531,465.00 and give authorization to the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Burtenshaw, Radford, Dingman, Freeman, Francis. Nay - none.

#### **D. Municipal Services**

##### **1) Approval to Write-Off Ambulance Service Accounts**

The total includes calendar year 2020 accounts for Medicare and Medicaid published rates reduced to the maximum allowable rates, with Medicare at \$1,640,570.39 or 64% and Medicaid at \$791,378.64 or 31% of the total write-off request of \$2.5M. The remaining \$115,606.22 or 4% of the total write-off request, includes calendar year 2018 and 2019 deceased and bankrupt accounts at \$11,922.64, contractual and collection agency accounts determined uncollectible at \$103,683.58. Last fiscal year's approved write-off was \$2,641,390.71 which was \$93,835.46 more than this year's request.

Municipal Services Director Pamela Alexander appeared. She stated this item was discussed at the September 7 City Council Work Session. She noted the write-off occurs on a routine annual basis which must be completed in September prior to the auditors. She believes the collection efforts through electronic billing and the collection agency is working. Councilor Burtenshaw commended the collaborative effort between Municipal Services and the Idaho Falls Fire Department (IFFD).

It was moved by Councilor Burtenshaw, seconded by Council President Ziel-Dingman, to approve the write-off of unpaid ambulance service accounts for calendar service dates 2018, 2019 and 2020 determined as uncollectible for a total of \$2,547,555.25. The motion carried by the following vote: Aye - Councilors Dingman, Burtenshaw, Francis, Freeman, Radford. Nay - none.

#### **6. Announcements.**

Councilor Freeman announced the 20th anniversary of 9-11. He stated he worked for the IFFD at that time and was a world-changing event particularly for the firefighters. He believes the country came together and was united. He prefers to get back to being one people. Mayor Casper announced the Eastern Idaho State Fair is currently happening, Community Suicide Prevention Conference will be held September 10, the 20th anniversary of 9-11 is being commemorated with several community events including a fundraising dinner for first responders and their families featuring Chief Nelson as one of the speakers, the Governor's Capital for the Day with the City of Ammon will occur on September 16 (Mayor Casper believes this is the first Capital for a Day in Bonneville County), the Wall

that Heals event is scheduled for September 16-19, the Walk to End Alzheimers will be held September 18, City Council Work Session is scheduled for September 20, the Idaho Falls Regional Airport Workshop is scheduled for September 21, and IFP Board Meeting and City Council Meeting are scheduled for September 23. Council President Dingman announced Director Support Professionals Recognition Week will be held September 12-18, she expressed her gratitude to those who work in that industry. She also announced the Domestic Violence and Sexual Assault Walk a Mile in Her Shoes event on September 14. Councilor Burtenshaw announced Constitution Day on September 17 which will include a bell ringing at the Museum of Idaho.

**7. Adjournment.**

There being no further business, the meeting adjourned at 8:25 p.m.

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Kathy Hampton, City Clerk

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Rebecca L. Noah Casper, Mayor



# Memorandum

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**File #:** 21-240

**City Council Meeting**

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**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Thursday, September 9, 2021  
**DEPARTMENT:** Municipal Services

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## Subject

Public Hearing to Auction City Property

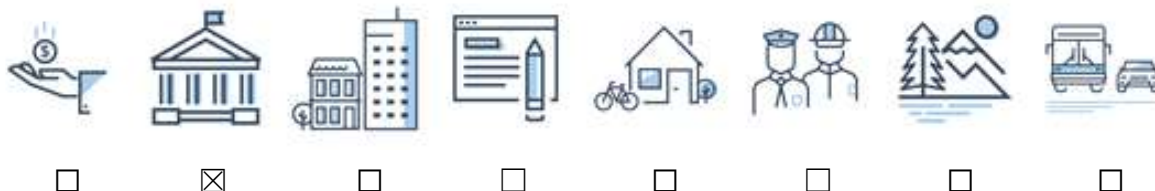
## Council Action Desired

- ☐ Ordinance                      ☐ Resolution                      ☒ Public Hearing  
☐ Other Action (Approval, Authorization, Ratification, etc.)

Pursuant to Idaho Code §50-1402, Municipal Services requests that the Council conduct a public hearing and subsequently determine whether to auction the city property located at 525 E. 8<sup>th</sup> Street and, if so, declare a minimum bid of \$181,000 (or take other action deemed appropriate).

## Description, Background Information & Purpose

The Fire and Municipal Services Departments have determined this property, formerly known as Fire Station 6, is no longer needed and recommend the sale of this property with a minimum appraised value of \$181,000. The Notice of Public Hearing was published on Sunday, September 5, 2021. The public hearing is scheduled for Thursday, September 23, 2021, at 7:30 pm in the Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho. At the conclusion of the hearing, Council will have met the notice and hearing requirements to auction the property. Following the conclusion of the public hearing and the Council's direction to staff to auction the property, pursuant to Idaho Code §50-1403(1), the City of Idaho Falls will publish a Notice to Auction the property in the Post Register on Sunday, October 3, 2021, and Sunday, October 10, 2021, with the public auction held on Friday, October 22, 2021, at 10:00 am (mountain time zone).

**Alignment with City & Department Planning Objectives**

Auctioning this property supports the good governance community-oriented result by providing sound fiscal management to surplus property that is no longer needed for Fire operations.

**Interdepartmental Coordination**

The Fire department concurs with the recommendation to auction this property.

**Fiscal Impact**

During the August 26, 2021, City Council meeting, Council approved the staff recommendation to surplus the property and declare the property's minimum value at \$181,000 based on the appraisal conducted on May 28, 2021. Payment shall be governed by Idaho Code §50-1404 with a non-refundable deposit of \$1,000.00 within three (3) business days of highest bid received, with the balance of the highest bid paid at closing.

**Legal Review**

Legal concurs that the Council action desired is within State Statute.





# Boam & Associates

**Real Estate Appraisal Report Of:**

525 E 8th St  
Idaho Falls, ID 83405

**Date of Appraisal Report:**

April 7, 2021

**Prepared For:**

City of Idaho Falls

**Prepared By:**

Boam & Associates  
Curtis Boam, ID-CGA #51

**File Name:**

#04281

# Boam & Associates

## *REAL ESTATE APPRAISALS*

1820 E 17th Street Suite 230  
Idaho Falls, ID 83404  
Phone (208) 528-9200  
Fax (208) 528-9204  
Email: valuationfinder@gmail.com

**Curtis J. Boam**  
**Certified General Appraiser**

May 28, 2021

Chandra Witt  
City of Idaho Falls

RE: Fire Station  
525 E 8th St  
Idaho Falls, ID 83405

Dear Mrs. Witt:

As requested, I have completed the appraisal on the above referenced property. A personal inspection was made of the property by me.

I have analyzed the various factors that influence value for the purpose of estimating a supportable indication and appraisal of the market value of the subject properties in its present condition and based on its highest and best use.

This is an appraisal report.

As a result of my inspection, investigation, and analysis, I have concluded the following opinion of the market value of the subject property. The estimate market value of the subject property as of April 7, 2021 is \$181,000.

Sincerely,



Curtis J. Boam  
Appraiser, CGA-51

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# Overview

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|   |                       |
|---|-----------------------|
| <i>Property Type</i>  | Commercial Property   |
| <i>Real Estate Appraised</i>  | 525 E 8th St          |
| <i>County</i>   | Bonneville            |
| <i>Client</i>   | City of Idaho Falls   |
| <i>Borrower(s)</i>  | N/A                   |
| <i>Intended User</i>  | City of Idaho Falls   |
| <i>Intended Use</i>   | Estimate Market Value |
| <i>Effective Value Date</i><br>(point in time that the value applies) | 4/7/2021              |
| <i>Report Date</i><br>(date the report is transmitted to client)      | 5/28/2021             |

***Appraisal Report Standard:***

My analyses, opinions, and conclusions were developed, and this report has been prepared, to conform to the Uniform Standards of Professional Appraisal Practice (USPAP) and Federal Financial Institutions Regulatory Agencies (FFIRAs) and Related Bodies that were in effect at the time this report was prepared.

# Overview Continued:

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## **Property Rights Appraised:**

The real property is appraised as a fee simple interest. No personal property was included in the appraisal report.

## **Ownership and Recent History:**

Recorded County Records indicate that the property is currently owned by the City of Idaho Falls.

## **Sales History:**

No sales history was available or obtained in the preparation of this appraisal report for the last three years.

# Scope of Work:

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The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

The report is to be used only by the client for their purpose. The report does not allow for any other use or purpose.

Development upon the intended use, intended users, and agreements between the appraiser and the client, the appraisal development process may include several, but not necessarily all of the following tasks:

- Observation of the property appraised
- Research for appropriate market data
- Data verification
- Consideration of influential market area, physical, economic, and governmental factors
- Determination of the subjects highest and best use(s), if appropriate
- Development of one or more applicable approaches to value
- Reconciliation of value indications
- Preparation of this report

Extent of Services Provided:

|   |  |
|---|--|
| <i>Number of Final Value Opinions Developed</i>                     | 1  |
| <i>Value Opinion(s) Reflect the Worth of the Property Appraised</i> | As-Is                                      |
| <i>Extent of Report Preparation</i>                                 | A Summary Appraisal Report                 |
| <i>Other Report of Preparation</i>                                  | Report Complies with FIRREA                |
| <i>Data Sources</i>   | Local MLS; Public Records                  |
| <i>Documents Considered</i>   | County Records and local MLS data          |
| <i>Data Verification</i>  | Direct and Indirect Materials              |
| <i>Extent of Subject Observation by Appraiser</i>                   | Adequate Interior and Exterior Inspections |

# Area Data:

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The subject property is located in the central portion of the City of Idaho Falls which is in central Bonneville County. Idaho Falls is the county seat and has a population of approximately 63,543 people. Idaho Falls is located in southeastern Idaho and is a major trade center. The county population is approximately 121,680 people.

Idaho Falls is an agricultural community with the main crop being potatoes. There is also grain, livestock, and other commodities grown here, but the main industry is potatoes.

Other major industries and employers in the area are the Idaho National Laboratory and related contractors with that facility, manufacturing businesses, various retail stores, various construction companies, school districts, and medical facilities. Also providing employment are various other service industries. There are numerous marketing and manufacturing firms in and around the area.

Idaho Falls is the home of College of Eastern Idaho, which is a state-owned educational institution. The ISU/UI Center for Higher Education and University Place which are affiliated with Idaho State University and the University of Idaho are located here.

Idaho Falls is in the heart of summer and winter recreation areas such as Island Park and West Yellowstone. There are two national parks and a national monument located in the area. There is also fishing, boating, camping, snowmobiling, skiing, and other recreational features located throughout the region.

The area is served by numerous financial organizations. They include banks, credit unions, mortgage companies, and etc.

Transportation for the area is provided by major airlines in Idaho Falls. It is also serviced by a bus line. Union Pacific Railroad runs through the area. Interstate Highway 15, State Highways 26 and 91 also run throughout the area. Numerous trucking companies are located in the area. There is both city and county government.

There is an annual precipitation of approximately 9 inches. Winter temperatures average from 10-30 degrees and summer temperatures ranging from 50-90 degrees for an average. The elevation is approximately 4700 feet.

# Area Data Continued:

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Health care is mainly provided by Eastern Idaho Regional Medical Center and Mountain View Hospital. There are also a nursing home and living centers, surgical centers, and numerous physicians and surgeons in the area.

Basic services such as grocery stores, eating establishments, service stations, and various other service and convenience businesses are found in the area.

The greater Idaho Falls area has two school districts serving all grades kindergarten through 12th grade. There are several church and religious denominations in the area.

Several parks are located throughout the city. There is an aquatic center, park, museum, and zoo in the center of town. There are four 18 hole golf courses in the area.

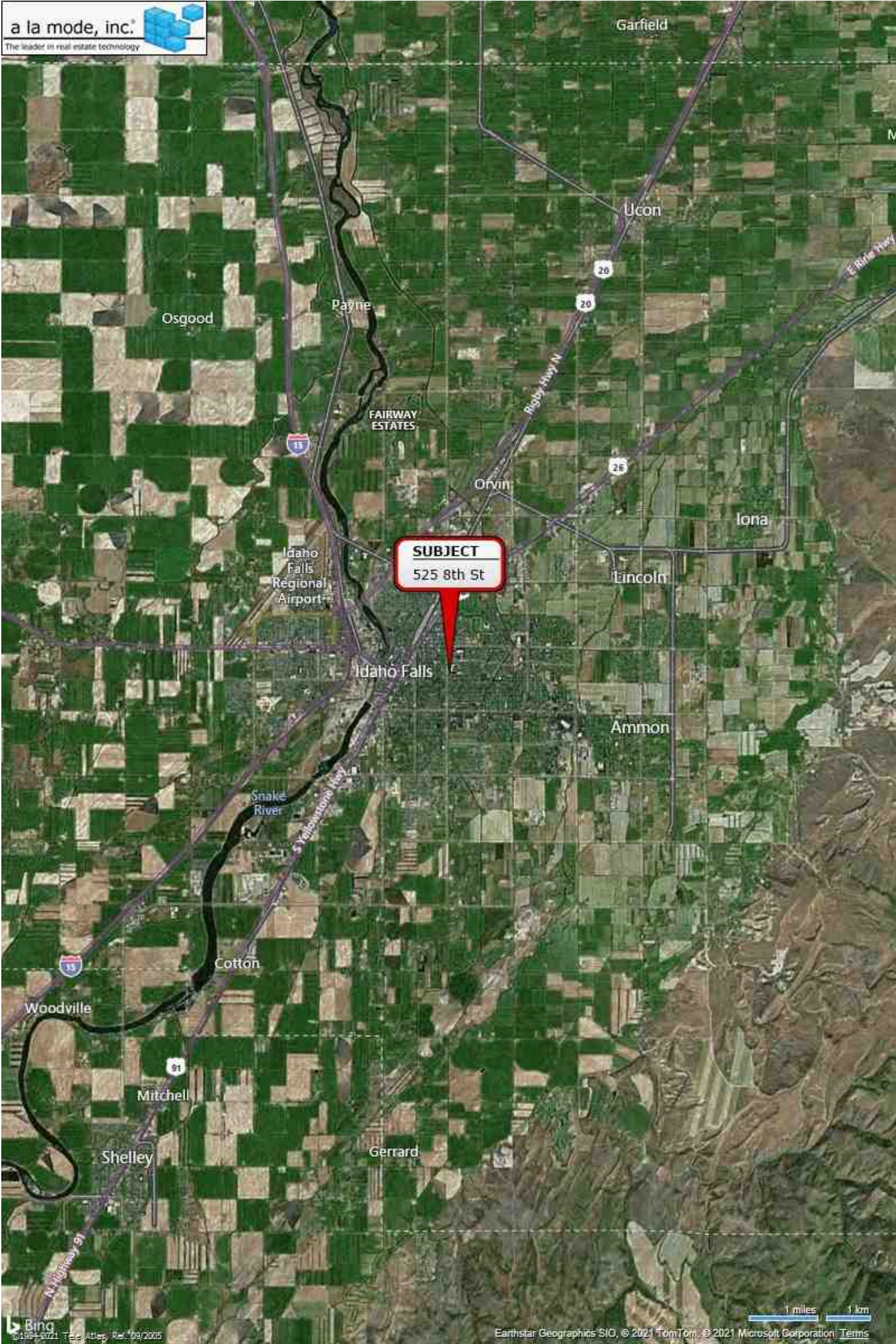
Because Idaho Falls is a main route to the national parks and other points of interest in the area, there is some tourism. There is motel/hotel facilities scattered throughout.

In addition to Idaho Falls being a major trade center in the area, it is also a major employment center which provides additional employment to the people who live in surrounding communities.



Area Map

|                             |             |        |            |                         |
|-----------------------------|-------------|--------|------------|-------------------------|
| Borrower                    |             |        |            |                         |
| Property Address 525 8th St |             |        |            |                         |
| City                        | Idaho Falls | County | Bonneville | State ID Zip Code 83401 |
| Lender/Client               |             |        |            |                         |



# Neighborhood Description:

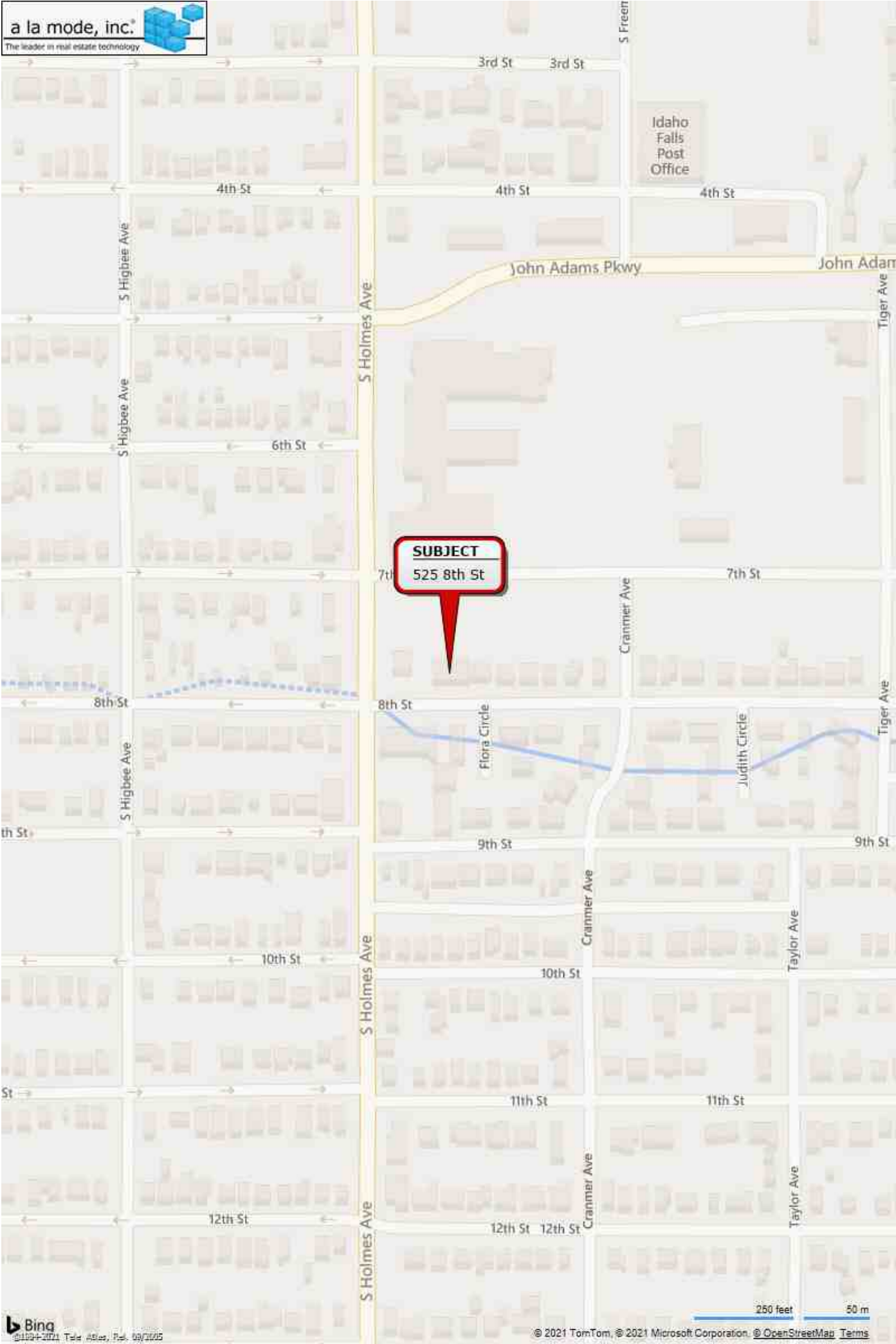
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The neighborhood is the central portion of Idaho Falls. It is north of 17th street, south of 1st street, east of boulevard, and west of Woodruff. The neighborhood is mainly residential. Commercial properties are located along the major roads. Minor neighborhood conveniences include convenient stores, offices and small retail. Idaho Falls High School is in the area. The neighborhood is fully developed. Some residential property is being replaced. There is access by city streets. Neighborhood land mix appears compatible. No apparent adverse condition.



Neighborhood Map

|                  |             |        |            |       |    |          |       |
|------------------|-------------|--------|------------|-------|----|----------|-------|
| Borrower         |             |        |            |       |    |          |       |
| Property Address | 525 8th St  |        |            |       |    |          |       |
| City             | Idaho Falls | County | Bonneville | State | ID | Zip Code | 83401 |
| Lender/Client    |             |        |            |       |    |          |       |



# Definitions Used in this Appraisal:

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Market Value: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeable, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions where by:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (USPAP 2018-2019 Addition page 153)

Highest and Best Use: The reasonably probable use of property that results in the highest value and best use must meet legal permissibility, physical possibility, financial feasibility, and maximum productivity.

The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)

The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions) (Dictionary of Real Estate Appraisal 6th Addition page 109)

Improvements: Buildings or other relatively permanent structures or infrastructure (e.g., sewer lines, water lines, and roads) located on, or attached to land. (Dictionary of Real Estate Appraisal 6th Addition page 114) Other improvements may be but are not limited to cleaning of debris, landscaping, etc.

Appraisal is also subject to lender's definitions. See attached engagement letter.

# Subject Property Specs:

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## **Legal Description:**

LOTS 13-14, BLOCK 1, SAFSTROM NW1/4, SEC 20, T 2N, R 38

## **Zoning:**

The properties are subject to zoning ordinances of Idaho Falls City classified as SDR1/ Single Family Residential.

## **Assessed Value and Taxes:**

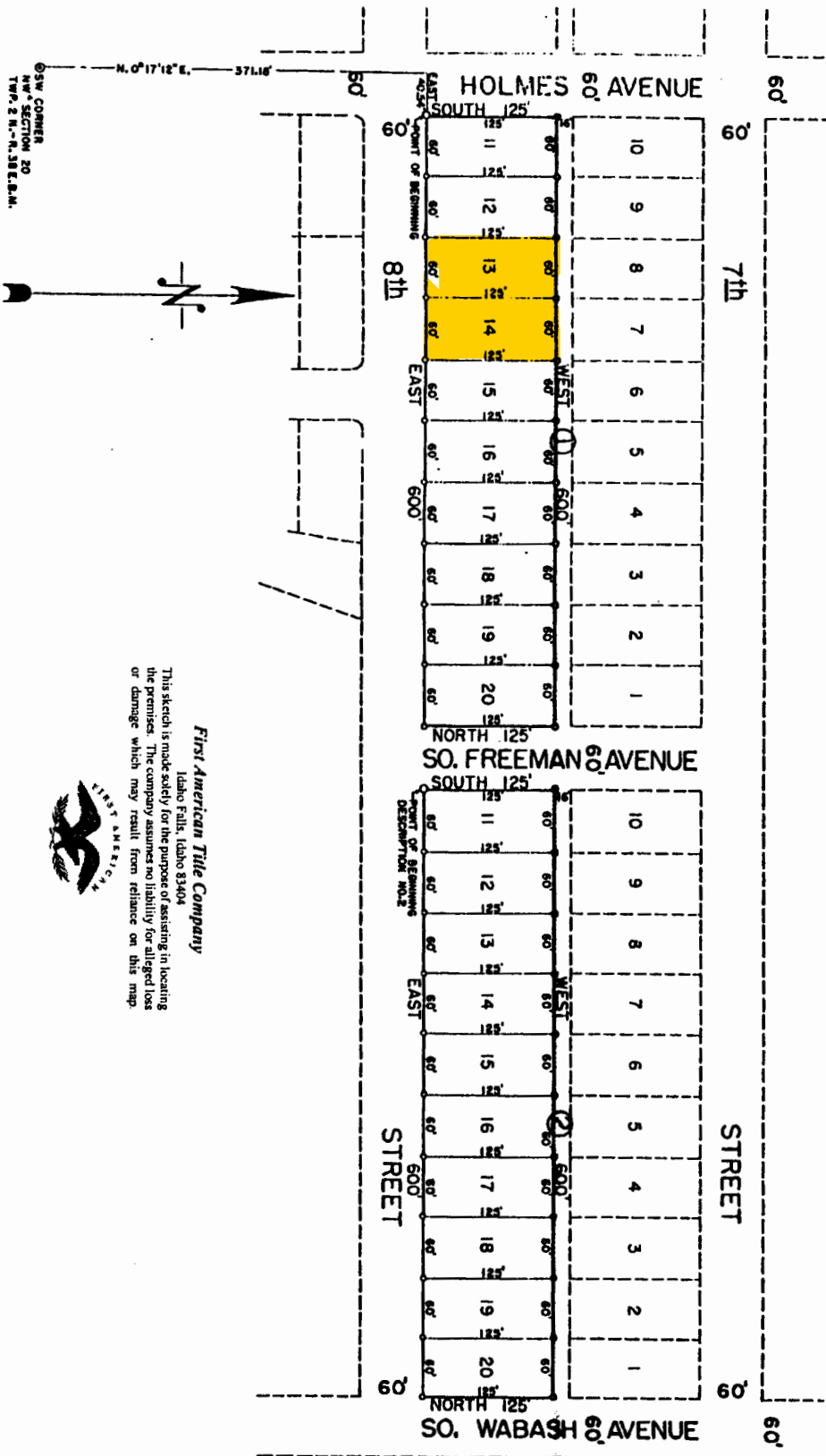
According to the Bonneville county Treasurer the property is tax exempt.

Assessor's Parcel # RPA2120001013A

## **Flood Hazard:**

Flood Hazard Zone C, Map # 1600290005B, Map Date October 15, 1982

SAFSTROM ADDITION  
(DIVISION NO. 1)  
TO  
THE CITY OF IDAHO FALLS, IDAHO.  
A PORTION OF  
NW1/4 of Sec. 20, T.2 N., R.38 E.B.M.

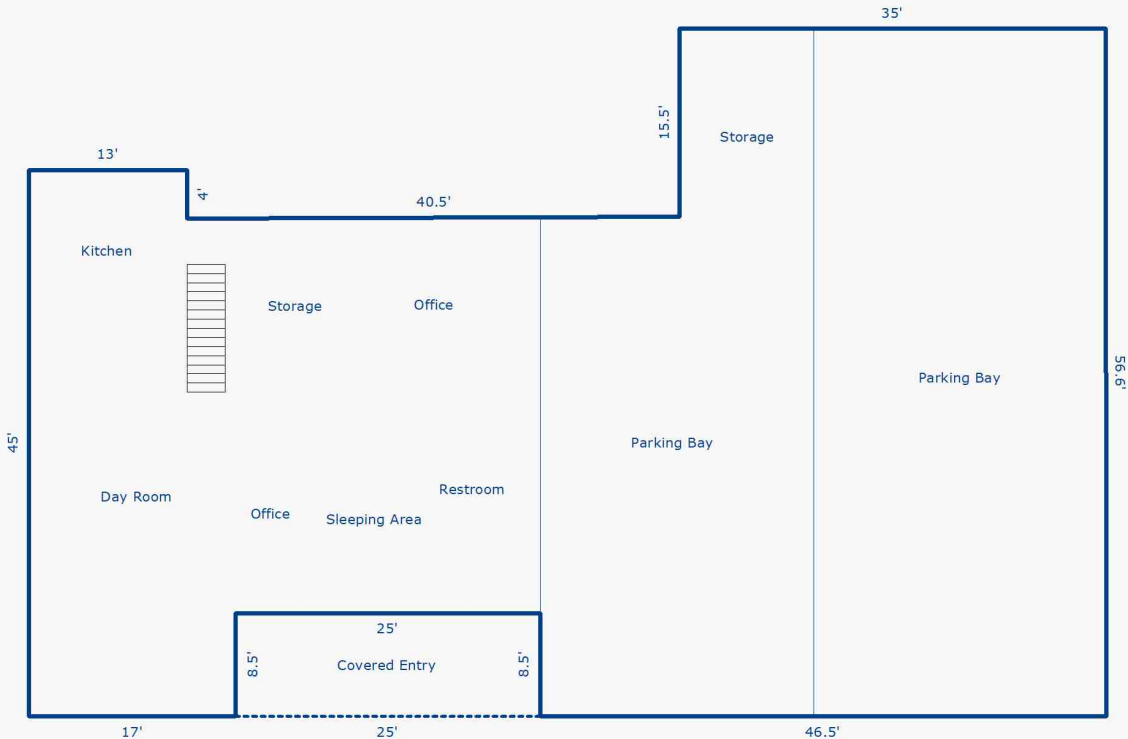


*First American Title Company*  
Idaho Falls, Idaho 83404  
This sketch is made solely for the purpose of assisting in locating the premises. The company assumes no liability for alleged loss or damage which may result from reliance on this map.



Building Sketch (Page - 1)

|                  |             |        |            |       |    |          |       |
|------------------|-------------|--------|------------|-------|----|----------|-------|
| Borrower         |             |        |            |       |    |          |       |
| Property Address | 525 8th St  |        |            |       |    |          |       |
| City             | Idaho Falls | County | Bonneville | State | ID | Zip Code | 83401 |
| Lender/Client    |             |        |            |       |    |          |       |



Sketch by Apex Sketch v5 Standard™

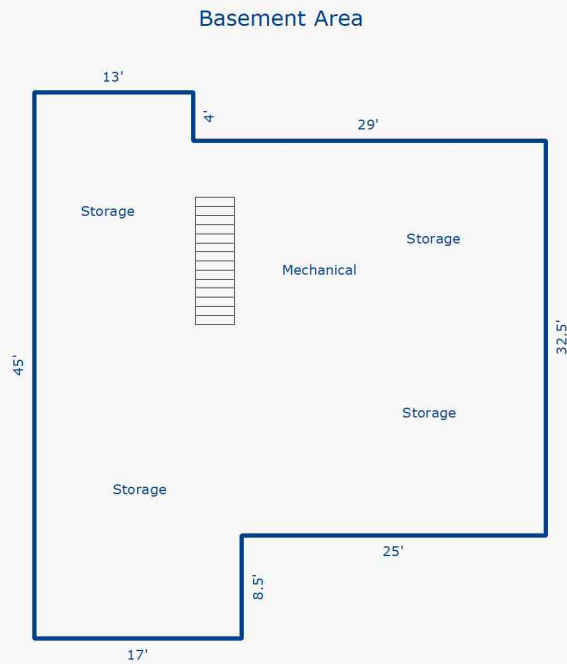
Comments:

| AREA CALCULATIONS SUMMARY |             |           |            |
|---------------------------|-------------|-----------|------------|
| Code                      | Description | Net Size  | Net Totals |
| GLA1                      | First Floor | 4017.14   | 4017.14    |
| P/P                       | Porch       | 212.50    | 212.50     |
| Net LIVABLE Area          |             | (rounded) | 4017       |

| LIVING AREA BREAKDOWN |        |      |           |
|-----------------------|--------|------|-----------|
| Breakdown             |        |      | Subtotals |
| First Floor           |        |      |           |
| 0.5 x                 | 8.5 x  | 0.0  | 0.02      |
| 0.5 x                 | 32.5 x | 0.0  | 0.32      |
|                       | 46.5 x | 8.5  | 395.21    |
|                       | 8.5 x  | 17.0 | 144.50    |
| 0.5 x                 | 40.5 x | 0.1  | 2.59      |
|                       | 4.0 x  | 13.0 | 52.00     |
|                       | 88.5 x | 32.5 | 2875.45   |
|                       | 15.5 x | 35.0 | 542.50    |
|                       | 35.0 x | 0.1  | 4.48      |
| 0.5 x                 | 15.5 x | 0.0  | 0.07      |
| 10 Items              |        |      | (rounded) |
|                       |        |      | 4017      |

## Building Sketch (Page - 2)

|                  |             |        |            |       |    |          |       |
|------------------|-------------|--------|------------|-------|----|----------|-------|
| Borrower         |             |        |            |       |    |          |       |
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| City             | Idaho Falls | County | Bonneville | State | ID | Zip Code | 83401 |
| Lender/Client    |             |        |            |       |    |          |       |



Sketch by Apex Sketch v5 Standard™

Comments:

| AREA CALCULATIONS SUMMARY |             |          |            |
|---------------------------|-------------|----------|------------|
| Code                      | Description | Net Size | Net Totals |
| BSMT                      | Basement    | 1561.50  | 1561.50    |

| AREA BREAKDOWN |           |
|----------------|-----------|
| Breakdown      | Subtotals |
|                |           |



# PROPERTY DESCRIPTION:

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The subject property contains 30,054 sq. ft. or 0.69 acres. (two lots). It is rectangularly shaped With street frontage along the front. There is an alley across the rear. Gravel parking is located in the rear off the alley. The landscaping is mainly lawn. There is front street parking. There are city utilities utilized by the property.

The subject building was built as a neighborhood fire station in the 1950's. It was used for that purpose for several years and since has been converted to storage and satellite office. The building includes 4017 sq. ft. building which includes two parking bays. Rooms include office areas, kitchen, storage, sleeping area and day room. The basement is unfinished and is used for storage and mechanical. The basement is 1561 sq. ft. There is a front covered porch. Construction is frame and brick on a concrete foundation. The roof is tar and gravel. The windows, plumbing, heating and electric are adequate. The interior is painted drywall with vinyl and carpet floor coverings. Maintenance appears to be adequate. The overall condition is average. The parking bays have high ceilings and doors to accommodate the equipment that has been housed on the property.

Remaining economic life is estimated at less than 30 years. Without major remodel and updating the building is approaching the end of its remaining economic life.

# HIGHEST AND BEST USE:

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The highest and best use definition is indicated in the Definition Section of this report. The characteristics of the land such as size, shape, location, and topography have been considered. In addition, the analysis has included the surrounding developments, existing zoning, access, utilities, current market trends, and demand for property of this type in the market area.

The land value is based on the premise of the highest and best use "as though vacant". There are four tests which are taken into consideration in developing an opinion of highest and best use. These four tests include an examination of those uses that are physically possible, legally permissible, financially feasible, and maximally productive. Each criterion is considered cumulatively and provides the best analysis for the highest and best use of the land.

The improvements on the subject property conform to zoning. Current use as a neighborhood fire station which is allowed by zoning.

Neighborhood trends appear stable.

Considering the subject property's characteristics and the above four tests, the uses of the property allowed by their current zoning of Single Family Residential in its highest and best use currently. It is likely that the property would have to be rezoned for any use other than SDR1/Single Family Residential.

Photograph Addendum

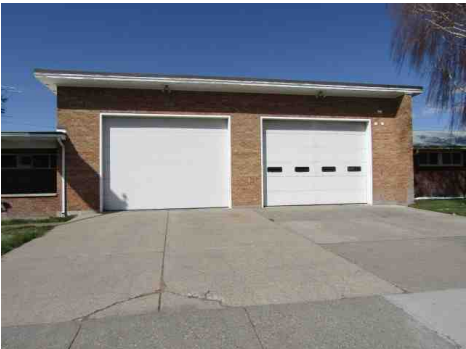
|                  |             |        |            |       |    |          |       |
|------------------|-------------|--------|------------|-------|----|----------|-------|
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| Lender/Client    |             |        |            |       |    |          |       |



Exterior



Exterior



Exterior



Exterior



Exterior



Exterior



Exterior



Exterior



Street View



Street View



Garage Interior



Garage Interior



Garage Interior



Garage Interior



Garage Interior



Photograph Addendum

|                             |             |        |            |          |       |
|-----------------------------|-------------|--------|------------|----------|-------|
| Borrower                    |             |        |            |          |       |
| Property Address 525 8th St |             |        |            |          |       |
| City                        | Idaho Falls | County | Bonneville | State    | ID    |
|                             |             |        |            | Zip Code | 83401 |
| Lender/Client               |             |        |            |          |       |



Interior



Interior



Interior



Interior



Interior



Interior



Interior



Interior



Interior



Interior



Interior



Interior



Interior



Interior



Interior

# APPROACHES TO VALUE:

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Three approaches to value are generally considered in arriving at an estimate of value of Real Estate. These are called Cost, Income, and Sales Comparison Approaches.

In the Cost Approach, a value is estimated by computing the present replacement cost of the improvements and then applying an appropriate depreciation rate to arrive at a depreciated value, found by comparison in the market, to arrive at a value for the property. This approach is based on the assumption that the replacement cost is the upper limit of value. This approach is best used when the improvements are new or near new and are proper. As improvements increase in age and depreciation accumulates, the validity of this approach lessens.

The Income Approach is a process of developing the gross income from a property into an indication of value. This is accomplished by analyzing the relationship of net incomes from similar properties based on economic rent to their selling prices in the market. The relationship between net income and selling price is called the capitalization rate. This rate is divided into the indicated net income for the subject property, other units of comparison were also considered.

The application of the Sales Comparison Approach produces an estimate of value by comparing it with similar properties of the same type and class that have sold or are currently offered for sale, is this considered the most reliable approach for the subject property. Prices of those properties deemed most comparable tend to set the range in which the value of the subject property will fall. When properly applied, this approach generally allows for decrease or increase in value.

## COST APPROACH:

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The Cost Approach was not developed due to age of improvements and depreciation estimates.

## INCOME APPROACH:

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The subject property is currently occupied by the City of Idaho Falls, and the Income Approach is not applicable.

# SALES COMPARISON APPROACH:

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In arriving at an estimated value by this approach, the market has been investigated for sales of similar properties in the area. Recent sales of similar, comparable properties are limited.

The comparable sales considered were as representative of the subject as possible. They were located in the subject and competing neighborhoods within the market area. They also varied in size, design, condition, and use. They were the most current available. Data obtained from local MLS, public records, local real estate agents, and associate appraisers.

Marketing time for commercial property in the subjects' market area is estimated in excess of 180 days. A quicker marketing time could be obtained depending on buyer and sellers' motivation reflected in asking prices and offers made and accepted. Exposure time is estimated similar to market time.

Value appears to be related to a particular property with considerations given to size. Also, improvements have some limited value depending on their condition and overall contribution. Quite often in purchases of this type, property sales do not reflect a firm pattern but more desire or needs of an individual and are often affected by the sellers and or buyer's motivation and supply and demand.

Commercial construction has been limited in the neighborhood over the past several years. The subject is fully developed. Any new construction would include remodeling of existing buildings or the removal of existing buildings for redevelopment. Currently supply and demand appears in balance for property similar to the subject.

5 improved sales were considered to establish a value for the subject property.

A summary of these sales is on the next three pages with complete sale data located in the sale data section of the report. Data is retained in the appraiser's file.

**Sales Comparison Approach Continued:**

| Sale<br>(Subject)                       | 1  | 2   | 3  | 4  | 5  |
|---|--|---|--|--|--|
| Location                                | 120 Northgate<br>Mile<br>Idaho Falls,<br>83401 | 160 Lomax<br>St<br>Idaho Falls<br>83401               | 393 E 1st St<br>Idaho Falls<br>83401       | 1500 W<br>Pancheri Dr<br>Idaho Falls<br>83402  | 538 W 21st<br>St<br>Idaho Falls<br>83402                   |
| Sale Date                               | 04/2019  | 01/2021   | 06/2019                                    | 03/2020  | 10/2019  |
| Sales Price                             | \$288,000                                      | \$250,000   | \$250,000                                  | \$175,000  | \$151,500  |
| Land Size<br>(30056 sq. ft.)            | 21780 sq. ft.                                  | 29229 sq. ft.   | 6098 sq. ft.                               | 15246 sq. ft.  | 9583 sq. ft.   |
| Building Size<br>(4017 sq. ft.)         | 7275 sq. ft.                                   | 4760 sq. ft.  | 6200 sq. ft.                               | 3000 sq. ft.   | 4538 sq. ft.   |
| Sale Price Per<br>sq.ft. Of<br>Building | \$39.59  | \$52.52   | \$40.32                                    | \$58.34  | \$33.38  |
| Adjustments:                            | Building Size<br>+10%                          | No<br>Basement<br>+5%<br>Storage<br>Buildings<br>-15% | No<br>Basement<br>+5%<br>Site Size<br>+10% | Shop<br>-10%<br>No<br>Basement<br>+5%<br>Building<br>Size<br>-5%<br>Site Size<br>+5% | Shop<br>-10%<br>No<br>basement<br>+5%<br>Site Size<br>+10% |
| Indicated<br>Adjusted<br>Value/per unit | \$43.55  | \$47.27   | \$46.37                                    | \$55.42  | \$35.05  |



### **Sales Comparison Approach Continued:**

Comparable 1: Located on the corner of a commercial area. In the neighborhood west of the subject. The building is currently retail. Construction quality is similar. It has a partial basement for storage and a small upper level for offices. It has a corner location. On-site parking. The building was built in 1955. The building has had some minor updates since it's purchase. The property is located on a busy street.

Comparable 2: Located in the neighborhood west of the subject. The building was built in 1942. There is a main building with several storage buildings attached. The building is framed construction, in average condition. There is onsite parking. The most recent use for the property was a used car lot. The property is located on a busy street.

Comparable 3: Located north west of the subject in the neighborhood. The building was built in 1952. It is currently used for retail. The construction quality is similar to the subject. There is street parking and some limited rear parking.

Comparable 4: Located in a neighborhood south west of the subject. The property has some onsite parking. Its main use is office. There was an additional attached shop on the property. The access is shared by adjoining properties. The building was built in 1980 and is block construction.

Comparable 5: Located south west of the subject in a neighboring neighborhood. Included on the property is a house and two shop buildings with associated office space. Main building was built in approximately 1960 and has had some remodeling. There is some onsite parking and additional street parking. It is block construction.

**Sales comparison approach continued:**

Adjustments were made for differences in features of the comparables when compared to the subject. Major Adjustments were made for building size, no basement, shops and other storage buildings as well as site size. No time adjustment was indicated for comparables over 12 months old. Based on the indicated adjusted values, I estimate the subject value at \$45.00 per sq. ft of building area. This includes land and all associated improvements.

Giving comparables 1, 2 and 3 the most weight \$45.00 per sq. ft. of building area is indicated.

$$4,017 \text{ sq. ft. at } \$45.00/\text{sq. ft.} = \$180,765$$

Summary of Sales Comparison

\$181,000

# RECONCILIATION AND CONCLUSION:

---

|                           |           |
|---------------------------|-----------|
| COST APPROACH             | N/A       |
| INCOME APPROACH           | N/A       |
| SALES COMPARISON APPROACH | \$181,000 |

The Cost Approach is the least reliable of the approaches to value due to age of building.

The Income Approach is estimated based on the current rent. It appears to be at market. Expenses were estimated. This indicates the lower value of the range of the three approaches.

The Sales Comparison Approach is based on similar sales of property like the subject. They have similar uses and were considered equal in location. Adjustments were made for land and building size.

The Sales Comparison Approach was given the most weight and reflects the current value of the subject in the market. The estimate market value of the subject property at 528 E 8th St. as of April 7, 2021 is \$181,000. The above value represents the value of the land and building improvements only and does not include any personal property.

.

## STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership. The future operation of the property assumes skilled and adequate management but are not represented to be historically based.
2. The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
3. If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, expressed or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
6. The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, expressed or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties. All information furnished regarding rental rates, lease terms, or projections of income and expense is from sources deemed reliable. No warranty or representation is made as to the accuracy thereof.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state, or local laws. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for any unauthorized use of this report.
9. If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
11. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
12. An appraisal of real property is not a 'property inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.
13. Values for various components of the subject parcel and improvements or the value derived by one or two approaches to value as contained within this report are valid only when making a summation or final opinion of value and are not to be used independently for any purpose and must be considered invalid if so used. A separate report on only a part of a whole property, particularly if the reported value exceeds the value that would be derived if the property were considered separately as a whole, must be stated as a fractional report.
14. Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

## APPRAISER'S CERTIFICATION:

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
8. I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
9. Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.
11. All conclusions and opinions concerning the real estate that are set forth in this report were prepared by the Appraiser(s), whose signature(s) appears on this report. No change of any item in this report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

In compliance with the 2014-2015 Revisions to the USPAP Ethics Rule, unless otherwise noted I have performed no prior service, as an appraiser, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervised the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 3 through 8 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** 525 E 8<sup>th</sup>-St

### APPRAISER:

Signature: Curtis Boam

Name: Curtis J. Boam

Date Signed: 05/28/2021

State Certification #: CGA #51

or State License #: \_\_\_\_\_

State: Idaho

Expiration Date of Certification or License: 11/09/2021

### SUPERVISORY APPRAISER (if required):

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

State Certification #: \_\_\_\_\_

or State License #: \_\_\_\_\_

State: \_\_\_\_\_

Expiration Date of Certification or License: \_\_\_\_\_

\_\_\_\_ Did \_\_\_\_\_ Did Not Inspect Property

# HAZARDOUS SUBSTANCES STATEMENT

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Unless otherwise noted in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions affect the value of the property, the value estimate is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

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# COVID-19 IMPACT STATEMENT

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As of the effective date of the appraisal, the short and long-term impact on the market from the COVID-19 pandemic is unknown; however, it is reasonable to assume that current restrictions in market activity due to the virus may extend marketing time beyond the current levels. This assumption has been taken into consideration with regards to the estimate of reasonable exposure time. At this time, the appraiser assumes that there is no delay in market activity and no significant long-term shift in demand and supply which would result in a change in market activity or prices. These are considered to be extraordinary assumptions which, if proven false, could impact the opinions and conclusions expressed herein.

## QUALIFICATIONS OF THE APPRAISER

**CURTIS J. BOAM**

Idaho State Certified Appraiser, #CGA-51

### BUSINESS ADDRESS

1820 E 17th St STE 230  
Idaho Falls, ID 83404  
Email: valuationfinder@gmail.com

Phone: 208-528-9200

Fax: 208-528-9204

### APPRAISAL EXPERIENCE

Curtis J. Boam & Associates, Owner/Appraiser -March 88 to Present;  
Eastern Idaho Appraisal Service, Associate/Appraiser- May 88 to December 92;  
England, Boam & Associates, Partner/Appraiser- June 84 to March 88;  
Bingham County Assessor's Office, Staff Appraiser- Sept 80 to May 90;  
VA, FHA, HUD Certified  
Residential, Agricultural, Commercial and Industrial Properties

### EDUCATION

*Education Requirements have been met each year starting with 1988 through 2018. Most recent courses in the past 5 years include:*

Relocation Appraisal and the New ERC Form- August 2014, The Nuts and Bolts of Green Building for Appraisers (With Audio and Video)- September 2014, Appraisal for Self-Storage Facilities- October 2014, Appraisal of Assisted Living Facilities- March 2015, The New FHA Handbook 4000.1- July 2015, Code of Ethics (Teton Board of Realtors)- October 2015, Online Business Practices and Ethics- October 2015, Various other mapping, appraisal and financial seminars, 2016-2017 7-hour National USPAP Update Course- October 2016, Understanding Residential Construction-May 2016, The Nuts and Bolts of Green Building for Appraisers (with Audio and Video)- September 2017, Supporting Your Adjustments: Methods for Residential Appraisers- December 2017, Land and Site Valuation- March 2018. Manufactured Home Appraisal- January 2020. The Fundamentals of Appraising Luxury Homes- January 2020. 7-Hour National USPAP Update Course- May 2020.

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**Boam & Associates**

REAL ESTATE APPRAISALS



## MAJOR CLIENTS

Heartland Real Estate, Way Out West Realty, Blackfoot Real Estate, A Dream Away Realty, Robie Real Estate, Veterans Administration, HUD/FHA, Fannie Mae, Mountain West Realty, Bank of Commerce, US Bank, Bank of Idaho, Wells Fargo Bank, USDA, Farm Credit Services, Rels, Valuation, ValueNet, Ireland Bank, Summit National Bank, Connections Credit Union and other various institutions.

## AFFILIATIONS

Snake River Regional MLS(Idaho Falls/Blackfoot), Upper Valley Board of Realtors, Pocatello Board of Realtors and MLS, Teton Board of Realtors and MLS (Jackson, WY), Eastern Idaho Chapter of Farm Managers and Rural Appraisers, National Association of Real Estate Appraisers, C.R.E.A, C.C.R.A, and C.V.C. Destination's, Practicing Affiliate of the Appraisal Institute, Salmon River Board of Realtors.

## REFERENCES

|               |              |           |
|---------------|--------------|-----------|
| Clayton Case  | 208-244-8987 | Bank      |
| Karen Cameron | 208-558-7354 | Realtor   |
| Greg Kelley   | 208-529-5058 | Appraiser |

# LIMITING CONDITIONS

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1- The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not the subject property is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

2- By this notice, all persons, companies, or corporations using or relying on this report in any manner bind themselves to accept these Contingent and Limiting conditions, and all other contingent and limiting conditions contained elsewhere in this report. Do not use any portion of this report unless you fully accept all Contingent and Limiting conditions contained throughout this document.

3- The “Subject” of “Subject Property” refers to the real property that is the subject of this report. An Appraiser is defined as an individual person who is licensed to prepare real estate appraisal-related services in the State of Idaho and affixes his signature to this document

4- These contingent and Limiting Conditions are an integral part of this report along with all certifications, definitions, descriptions, facts, statements, assumptions, disclosures, hypotheses, analyses and opinions.

5- All contents of this report are prepared solely for the explicitly identified client and other explicitly identified intended users. The liability of the Appraiser is limited solely to the client. There is no accountability, obligation, or liability to any other third party. Other intended users may read but not reply on this report. The Appraiser’s maximum liability relating to services rendered under this engagement (regardless of form of action, whether in contract, negligence or otherwise) is limited to the fee paid to Boam and Associates Appraisal Company for that portion of their services, or work product giving rise to liability. In no event shall the Appraiser be liable for consequential, special, incidental or punitive loss, damages or expense (including without limitation, lost profits, opportunity costs, etc.) even if advised of their possible existence. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all contingent and limiting conditions, assumptions, and disclosures. Use of this report by third parties shall be solely at the risk of the third party.

6- This document communicates the results of an appraisal assignment. This communication is not an inspection, engineering, construction, legal, or architectural report. It is not an examination or survey of any kind. Expertise in these areas is not implied. The Appraiser is not responsible for any costs incurred to discover, or correct any deficiency in the property.

7- As part of this appraisal, information was gathered and analyzed to form opinion(s) that pertain solely to one or more explicitly identified effective value dates. The effective value date is the only point in time that the value applies. Information about the subject property, neighborhood, comparables, or other topics discussed in this report was obtained from sensible sources. In accordance with the extent of research all information cited herein was examined for accuracy, is believed to be reliable, and is assumed reasonably accurate. However, no guaranties or warranties are made for this information. No liability or responsibility is assumed for any inaccuracy which is outside the control of the Appraiser, beyond the scope of work, or outside reasonable due diligence of the Appraiser.

8- Real estate values are affected by many changing factors. Therefore, any value opinion expressed herein is considered credible only on the effective value date. Every day that passes thereafter, the degree of credibility wanes as the subject changes physically, the economy changes, or market conditions change. The Appraiser reserves the right to amend these analyses and/or value opinion(s) contained within this appraisal report if erroneous, or more factual-information is subsequently discovered. No guarantee is made for the accuracy of estimates or opinions furnished by others, and relied upon in this request.

9- In the case of limited partnerships, syndication offerings, or stock offerings in the real estate, the client agrees that in case of lawsuit (brought by the lender, partner, or part owner in any form of ownership, tenant, or any other party), the client will hold Boam and Associates Appraisal Company completely harmless. Acceptance of, and/or use of this report by the client, or any third party is prima facie evidence that the user understands and agrees to all these conditions.

10- Unless specifically stated otherwise herein, the Appraiser is unaware of any engineering study made to determine the bearing capacity of the subject land or nearby lands. Improvements in the vicinity, if any, appear to be structurally sound. It is assumed soil and subsoil conditions are stable and features that cause supernormal costs to arise. It is also assumed existing soil conditions of the subject land have proper load bearing qualities to support the existing improvements, or proposed improvements appropriate for the site. No investigation for potential seismic hazards were made. This appraisal assumes there are no conditions of the site, subsoil, or structures, whether latent, patent, or concealed that would render the subject property less valuable. Unless specifically stated otherwise in this document, no earthquake compliance report, engineering report, flood zone analysis, hazardous substance determination, or analysis of these unfavorable attributes was made, or ordered in conjunction with this appraisal report. The client is strongly urged to retain experts in these fields, if so desired.

11- If this appraisal values the subject as though construction, repairs, alterations, remodeling, renovation, or rehabilitation will be completed in the future, then it is assumed such work will be completed work is assumed completed in substantial conformance with plans, specifications, descriptions, or attachments made referred to herein. It is also assumed all planned, in-progress, or recently completed construction complies with the zoning ordinance, and all applicable building codes. A prospective value opinion has an effective value date that is beyond or in the future relative to this report's preparation date. If this appraisal includes a prospective valuation, it is understood and agreed the Appraiser is not responsible for an unfavorable value effect caused by unforeseeable events that occur before completion of the project.

12- Electric, heating, cooling, plumbing, water supply, sewer or septic, mechanical equipment, and other property systems were not tested. No determination was made regarding the operability, capacity, or remaining physical life of any component in, on, or under the real estate appraised. All building components are assumed adequate and in good working order unless stated otherwise. Private water wells and private septic systems are assumed sufficient to comply with federal, state, or local health safety standards. No liability is assumed for the soundness of structural members since structural elements were not tested or studied to determine their structural integrity. The rood cover for all structures is assumed water tight unless otherwise noted. This document is not an inspection, engineering or architectural report. If the client has a concern regarding structural, mechanical, or protective components of the improvements, or the adequacy or quality of sewer, water or other utilities, the client should hire an expert in the appropriate discipline before relying upon this report. No warranties or guarantees of any kind are expressed or implied regarding the current or future physical condition or operability of any property component.

13- The allocation of value between the subjects land and improvements, if any, represents our judgment only under the existing use of the property. A re-evaluation should be made if the improvements are removed, substantially altered, or the land is utilized for another purpose.

14- The Client and all intended users agree to all the following (A) This appraisal does not serve as a warranty on the physical condition or operability of the property appraised. (B) All users of this report should take all necessary precautions before making any significant financial commitments to or for the subject. (C) Any estimate for repair or alterations is a non-warranted opinion of the Appraiser.

15- No liability is assumed for matters of legal nature that affect the value of the subject property. Unless a clear statement to the contrary is made in this report, value opinion(s) formed herein are predicated upon the following assumptions. (A) The real property is appraised as though, and assumed free from all value impairments including yet not limited to title defects, liens, encumbrances, title claims, boundary discrepancies, encroachments, adverse easements, environmental hazards, pest infestation, leases, and atypical physical deficiencies. (B) All real estate taxes and assessments, of any type are assumed fully paid. (C) It is assumed ownership of the property appraised is lawful. (D) It is also assumed the subject property is operated under competent and prudent management. (E) The subject property was appraised as though and assumed free of indebtedness. (F) The subject real estate is assumed fully compliant with all applicable federal, state, and local environmental regulations and laws. (G) The subject is assumed fully compliant with all applicable zoning ordinances, building codes, use regulations, and restrictions of all types. (H) All licenses, consents, permits, or other documentation required by any relevant legislative or governmental authority, private entity, or organization have been obtained, or can be easily obtained or renewed for a nominal fee.

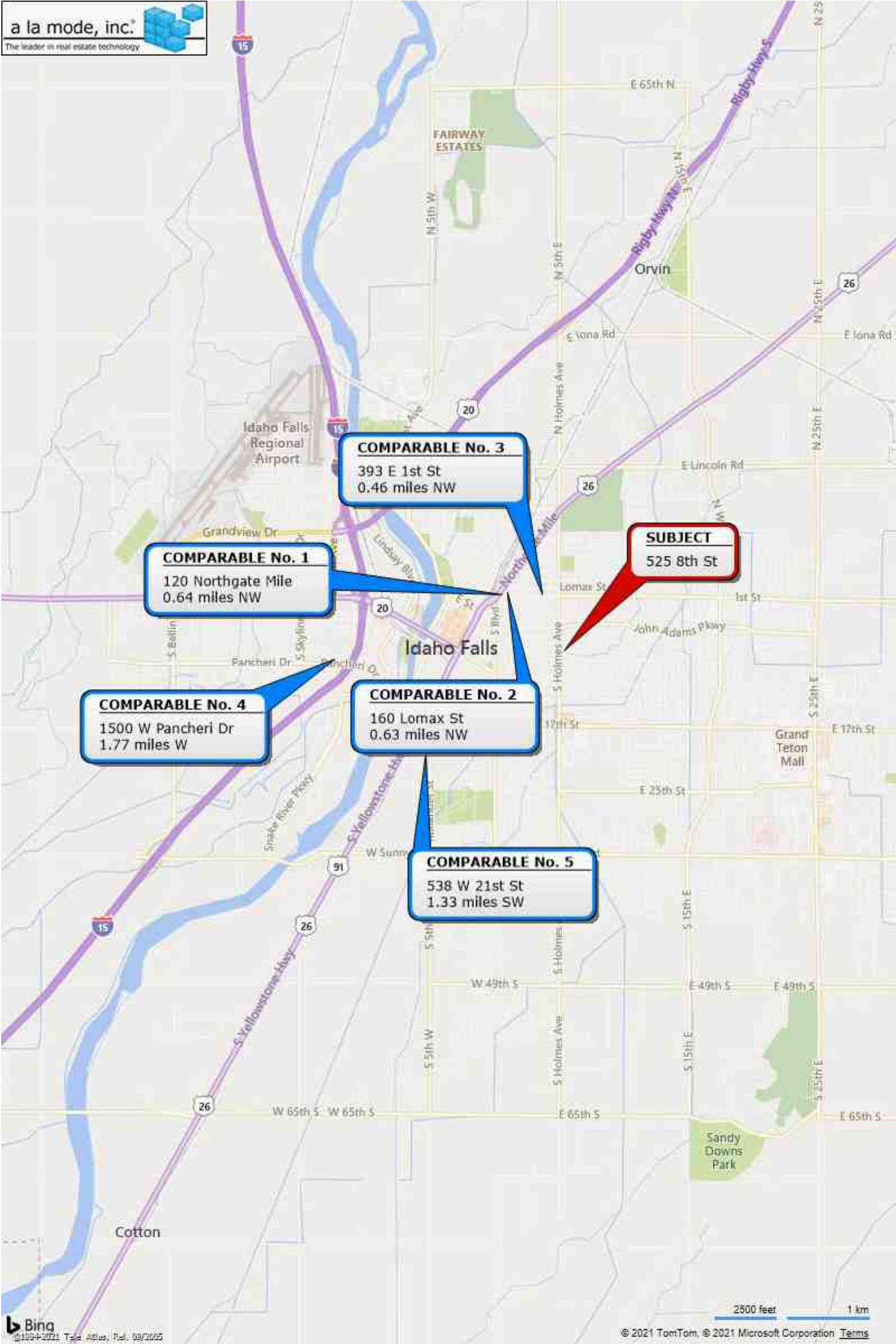
DATE: May 28, 2021 APPRAISER(s): Curtis Boan

# ADDENDUM

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Comparable Sales Map

|                  |             |        |            |       |    |          |       |
|------------------|-------------|--------|------------|-------|----|----------|-------|
| Borrower         |             |        |            |       |    |          |       |
| Property Address | 525 8th St  |        |            |       |    |          |       |
| City             | Idaho Falls | County | Bonneville | State | ID | Zip Code | 83401 |
| Lender/Client    |             |        |            |       |    |          |       |



Comparable Photo Page

|                             |             |        |            |       |                   |
|-----------------------------|-------------|--------|------------|-------|-------------------|
| Borrower                    |             |        |            |       |                   |
| Property Address 525 8th St |             |        |            |       |                   |
| City                        | Idaho Falls | County | Bonneville | State | ID Zip Code 83401 |
| Lender/Client               |             |        |            |       |                   |



Comparable 1

120 Northgate Mile  
Prox. to Subject  
Sale Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location  
View  
Site  
Quality  
Age



Comparable 2

160 Lomax St  
Prox. to Subject  
Sale Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location  
View  
Site  
Quality  
Age



Comparable 3

393 E 1st St  
Prox. to Subject  
Sale Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location  
View  
Site  
Quality  
Age



Comparable Photo Page

|                  |             |        |            |       |    |          |       |
|------------------|-------------|--------|------------|-------|----|----------|-------|
| Borrower         |             |        |            |       |    |          |       |
| Property Address | 525 8th St  |        |            |       |    |          |       |
| City             | Idaho Falls | County | Bonneville | State | ID | Zip Code | 83401 |
| Lender/Client    |             |        |            |       |    |          |       |



Comparable 4

1500 W Pancheri Dr  
Prox. to Subject  
Sale Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location  
View  
Site  
Quality  
Age



Comparable 5

538 W 21st St  
Prox. to Subject  
Sale Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location  
View  
Site  
Quality  
Age

Comparable 6

Prox. to Subject  
Sale Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location  
View  
Site  
Quality  
Age



# Memorandum

File #: 21-229

City Council Meeting

**FROM:** Chief Bryce Johnson  
**DATE:** Thursday, August 19, 2021  
**DEPARTMENT:** Police Department

## Subject

Memorandum of Understanding between District 91 and IFPD regarding School Resource Officers (SRO)

## Council Action Desired

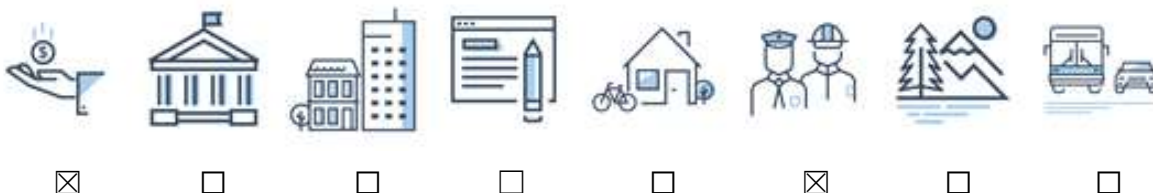
- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

IFPD recommends that Council approve the MOU between IFPD and District #91

## Description, Background Information & Purpose

This is a Memorandum of Understanding (MOU) between District 91 and the Idaho Falls Police Department (IFPD) establishing each entity's obligation under the School Recourse Officer (SRO) program. IFPD has provided sworn officers to work as SROs within Idaho Falls School District 91 for many years. IFPD is pleased to continue the SRO services. This MOU is the same as last year's Council-approved MOU with a change of dates to make it effective during the 2021-2022 school year.

## Alignment with City & Department Planning Objectives



Click or tap here to enter text.

### **Interdepartmental Coordination**

Click or tap here to enter text.

### **Fiscal Impact**

District 91 agrees to pay 70% of the wages and benefits for two IFPD Officers and 50% of the wages and benefits for two additional Officers for a total of \$232,328.92 annually

### **Legal Review**

Click or tap here to enter text.

# IDAHO FALLS

## SCHOOL RESOURCE OFFICER AGREEMENT

AGREEMENT, made effective the day 31st of August 2021, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation, P.O. Box 50220, Idaho Falls, Idaho 83405, (here in after "CITY"), and IDAHO FALLS SCHOOL DISTRICT NO. 91, a public corporation organized pursuant to the laws of the State of Idaho, 690 John Adams Parkway, Idaho Falls, Idaho 83401, (here in after "DISTRICT");

### WITNESSETH:

WHEREAS, CITY operates and maintains a Police Department within CITY limits and -employs a trained and certified staff of police officers to provide law enforcement services within CITY;

WHEREAS, DISTRICT has need of qualified and trained personnel to provide security and law enforcement services within the various schools of DISTRICT which are located within the boundaries of CITY;

WHEREAS, it is to the mutual interest of the parties that security and law enforcement services be readily available during school hours within such schools;

NOW THEREFORE, it is hereby agreed as follows:

1. **CITY Police Officers:** Subject to the approval by DISTRICT on an officer-by-officer basis, CITY agrees to provide for the use and benefit of DISTRICT sworn police officers to work as School Resource Officers ("SROs") within the schools operated by DISTRICT within the CITY provided CITY shall have no

obligation to provide a substitute officer during times when an SRO is taking mandatory training, approved vacation, holiday, sick leave or other leave or absences beyond the control of the CITY. Such police officers shall be available during the time when school is in session during the term of this Agreement.

2. **Term of this Agreement.** The term of this Agreement shall commence on August 31, 2021 and shall terminate on August 31, 2022.
3. **Compensation.** In consideration for the services provided herein, the parties agree to the following compensation.

**For Two (2) SRO's.** The DISTRICT agrees to pay CITY an amount equal to seventy percent (70%) of each SRO's wages and seventy percent (70%) of the cost of each SRO's benefits, as hereinafter stated, for the entire term of this Agreement, irrespective of whether school is in session. In particular, DISTRICT shall pay CITY seventy percent (70%) of all compensation paid to all SRO's and seventy percent (70%) of each officer's FICA withholdings, PERSI withholdings and the premiums for workers' compensation, health and accident insurance and life insurance attributable to such SRO.

**For Two (2) SRO's.** The DISTRICT agrees to pay CITY an amount equal to fifty percent (50%) of each SRO's wages and fifty percent (50%) of the cost of each SRO's benefits, as hereinafter stated, for the entire term of this Agreement, irrespective of whether school is in session. In particular, DISTRICT shall pay CITY fifty percent (50%) of all compensation paid to

all SRO's and fifty percent (50%) of each officer's FICA withholdings, PERSI withholdings and the premiums for workers' compensation, health and accident insurance and life insurance attributable to such SRO.

**All SRO's.** DISTRICT will pay 100% of overtime earned by the SRO's for school related activities. Overtime incurred from a criminal investigation or arrest will be paid 100% by CITY. Payment of DISTRICT's share of such wages and benefits shall be due no later than the 30<sup>th</sup> day of June during the term hereof, provided CITY sends an invoice to DISTRICT at least fifteen (15) days prior to such due date. Each invoice shall be for wages and benefits paid since August 31, 2020, or since the date of the last payment.

4. **Work Schedules.** DISTRICT shall have the right to establish and direct the work hours and work days for all SRO's, including the right, if necessary, to require work on holidays established by CITY Personnel Policy and the right to require work in excess of an eight (8) hour day, provided in such event, any overtime compensation paid to or accrued by an SRO and arising from such holiday pay or overtime work, shall be included within the compensation (comp time) in which DISTRICT is required to participate. DISTRICT can change the shift hours of the SRO to accommodate scheduled school-related events that require security or the presence of the SRO. Any overtime compensation for DISTRICT-related activities will be paid by DISTRICT at one hundred percent (100%) of time earned. Overtime earned as part of a criminal investigation or arrest will be paid 100% by CITY.
5. **Supervision and Direction of SRO's.** DISTRICT shall have the right to generally assign work tasks to the SROs, provided the manner and means by which such



work is performed shall be determined by CITY, in accordance with CITY's Personnel Policy, ordinances and regulations and any general orders promulgated by the Chief of Police and School District 91 Board policy. The right to make such work assignments shall be limited to the time when school is in session. In particular, CITY will be responsible for the education, training and disciplining of SROs. The SRO's assignments and work ethics will be continually evaluated by the DISTRICT, and concerns or issues will be presented to the Idaho Falls Police Department promptly. Quarterly meetings between the School and Police Administration should also be arranged. CITY will try to make accommodations to provide training outside of school hours. There may be mandatory training in which the officers will have to attend during school time. Officers will notify school principals of such training. It is the desire of CITY to provide DISTRICT with SROs; however, because of possible staffing shortages and officer interest, CITY does not guarantee that all SRO positions will be filled. DISTRICT has the right to reject any SRO candidate and if not satisfied at any time with the current SRO, DISTRICT may request a new SRO. Replacement of any personnel is not guaranteed by CITY. All wages, benefits and all terms and conditions of the SRO's employment shall be in accordance with and subject to the CITY Personnel Policy, regulations and procedures as established by the statute or CITY ordinance. Selections and transferred will be made in accordance with CITY policy. School personnel will be involved in the transfer process.

6. **Uniforms and Equipment.** CITY will provide each SRO with all equipment, uniforms, weapons, communications equipment and other accessories as necessary to perform his/her duties and as are customarily supplied for police officers generally. Weapons and munitions that are stored in any SRO office will be secured in lockers and safes provided by CITY. The control and security of SRO weaponry will be the responsibility of CITY. CITY will provide each SRO with a computer, network interface card and associated software capable of communicating with and through the CITY Records Management System.
7. **Equipment Provided by District.** DISTRICT shall provide an office, desk, telephone and necessary office supplies for use by each SRO. DISTRICT will also provide an internet connection for use by each SRO.
8. **Liability Insurance; Waiver of Indemnification and Contribution Rights.** DISTRICT and CITY shall each be separately responsible to obtain and maintain their own policy of liability insurance for claims arising against either of them as a result of any act or omission by each SRO and neither shall have any obligation or duty to procure liability insurance for the other. To the fullest extent permitted by law and by the terms and conditions of both parties' general, police liability or errors and omissions insurance policies, each party waives, as against the other, any claim for indemnification or contribution arising out of any negligent act or omission by any SRO while acting within the course and scope of his duties whenever such act or omission causes property damage or personal harm, injury or death to a third party. To the extent such waiver

is not allowed by any policy of one party, the waiver shall not be applicable to the other party,

9. **Complete Agreement.** This writing evidences the complete and final agreement of the parties and no prior statement, representation or understanding shall be assumed,

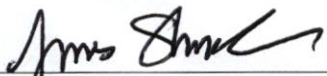
DATED this 11<sup>th</sup> day of August, 2021

CITY OF IDAHO FALLS, IDAHO

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Rebeca Casper  
Mayor

IDAHO FALLS SCHOOL DISTRICT NO. 91

By: 

James Shrank  
Superintendent





# Memorandum

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**File #:** 21-230

**City Council Meeting**

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**FROM:** Chief Bryce Johnson  
**DATE:** Wednesday, August 25, 2021  
**DEPARTMENT:** Police Department

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## Subject

Operation Underground Railroad Donation

## Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

To accept the donation of a Forensic Recovery of Evidence Data Center Module from Operation Underground Railroad in the amount of \$145,000 and give authorization to the mayor or her designees to sign the necessary documents.

## Description, Background Information & Purpose

Operation Underground Railroad is donating a forensic recovery of evidence data center (FREDC) module. This is a secure data server that will be used for management of evidence in child pornography and other like evidence associated with ICAC (Internet Crimes Against Children) cases. The value of the FREDC is \$107,544. This server is anticipated to meet IFPD needs for the next 5 years.

Operation Underground Railroad is also donating an electronic detection dog and training. The canine will be certified to find hidden electronic devices that contain evidence of child pornography, sexual assault, or any other crime that may be contained as evidence on an electronic device. The estimated value of the electronic detection dog and the training is \$19,000. The final value will be determined after the dog is selected and the training is complete.

The Council was briefed when this donation was discussed in detail at the August 9 City Council work session.

## Alignment with City & Department Planning Objectives



Click or tap here to enter text.

### Interdepartmental Coordination

IFPD has coordinated with IT to ensure compatibility with the FREDC and to find a location to place the server.

### Fiscal Impact

For the past several years IFPD has been budgeting \$10,000 annually to obtain secure server space for child pornography evidence. As this donation will meet IFPD needs for an anticipated 5 years, this will create a savings of \$10,000 per year. The electronic detection dog will need additional equipment including a home kennel and a box for a vehicle. At this time, the IFPD anticipates that these costs will be covered by a grant from another organization.

### Legal Review

The City Law Department reviewed the terms of agreement.



Jordan Detection K-9  
1048 N Buck Creek Rd.  
Greenfield, Indiana 46140  
765-278-0743

## ELECTRONIC DETECTION K-9 AWARD APPLICATION

### GENERAL INFORMATION:

Over the past few years, Jordan Detection K-9 has partnered with several not for profits. When they discovered the availability of trained K-9's that could be of great assistance investigating child exploitation and human trafficking type crimes, they felt an obligation to help law enforcement agencies obtain this new tool to aid in their investigations. The not for profit underwrites the program and will provide funding for an Electronic Storage Detection K-9 to law enforcement agencies who successfully complete an award application and meet all of the terms and conditions of the program.

The applications will be reviewed by Chief Trainer, Todd Jordan, Jordan Detection K-9. Final determination of the agency receiving the award will be made by the Board of Directors of the specific not for profit making the donations. The award will consist of a fully trained and certified Electronic Storage Detection K-9 trained and certified by Jordan Detection K-9. Initial training and certification of an agreed upon handler by Todd Jordan will be included.

### TRAINING AND CERTIFICATION:

The training and certification of the awarded K-9 is conducted solely by Jordan Detection K-9 located in Indianapolis, Indiana. Jordan Detection K-9 develops the curriculum and oversees all training and instruction for the program. The highly intensive two week handler course will include classroom instruction, scenario based real life training, as well as various physically demanding training exercises. The canines are trained to work through all types of environmental issues and discriminate and locate many types of electronic devices throughout the training program.

At the end of the two week course, the teams are required to pass a certification standard test conducted by Jordan Detection K-9 CEO/Chief Trainer, Todd Jordan. This certification is critical to the success of the handler. Evidence uncovered by the K-9 may become a key point in subsequent criminal and civil trials.



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After completing the initial two week training, the K-9 and handler become a team. Each team must recertify annually at one of the recertification locations. Annual recertification arrangements and fees will be determined and agreed upon by the agency and Jordan Detection K-9. A five year commitment by the law enforcement agency receiving the award is required. If the K-9 is not recertified yearly by a representative of Jordan Detection K-9 or the department doesn't complete the five year commitment, the applicable not for profit shall be reimbursed the total amount paid for the K-9. The K-9 will be decertified and retired to the agency/handler. Should the agency decide to change handlers of the K-9, the agency shall be responsible for the cost of a two week handler school through Jordan Detection K-9 to re-train the new handler.



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APPLICATION

AGENCY INFORMATION:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE CONTACT: \_\_\_\_\_

APPLICANT/HANDLER INFORMATION:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_



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EMAIL/PHONE CONTACT: \_\_\_\_\_

REQUIRED INFORMATION:

Is there an Electronic Storage Detection K-9 in your area? Yes \_\_\_\_\_ No \_\_\_\_\_ Don't Know \_\_\_\_\_

If yes, where is the team located? Did the K-9 go through Jordan Detection K-9 for certification?

How many search warrants were conducted by your ICAC Task Force for the previous two years?

\_\_\_\_\_

Attach a current resume of the applicant describing their job and training history including a list of certifications and agency/department work experience.



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APPLICANT/HANDLER MUST COMPLETE THE FOLLOWING:

I, \_\_\_\_\_, in consideration of my participation in the Not for Profit Grant Program, do hereby release the Not for Profit, Jordan Detection K-9, and any contributors and all other departments or agencies associated with the program, from any and all liability for any illness or bodily injury sustained by, or alleged to have been sustained by the applicant/handler arising in any way from his/her participation in this program.

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

AGENCY/DEPARTMENT MUST COMPLETE THE FOLLOWING:

The applicant is a full-time employee of the agency named above, is in good health and can complete all phases of training.

Yes \_\_\_\_\_ No \_\_\_\_\_

Applicant has the ability to walk three to four miles per day. Yes \_\_\_\_\_ No \_\_\_\_\_

Applicant has the ability to walk backwards, touch the floor and reach to throw targets.

Yes \_\_\_\_\_ No \_\_\_\_\_



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The agency listed on the agency information line on this form is attached to an Internet Crimes Against Children Task Force.

Yes \_\_\_\_\_ No \_\_\_\_\_

The agency conducts search warrants in child exploitation cases. Yes \_\_\_\_\_ No \_\_\_\_\_

The agency supports the applicant/handler named above. Yes \_\_\_\_\_ No \_\_\_\_\_

The agency agrees to the terms and conditions required with the five year commitment or handler change.

Yes \_\_\_\_\_ No \_\_\_\_\_

The agency will be responsible for the K-9's care which includes but is not limited to, food, veterinarian care, yearly recertification through Jordan Detection K-9 and general care and transport of the K-9.

Yes \_\_\_\_\_ No \_\_\_\_\_

The agency can accept a partial donation towards the purchase of a K-9. Yes \_\_\_\_\_ No \_\_\_\_\_

The agency requires a full donation towards the purchase of a K-9. Yes \_\_\_\_\_ No \_\_\_\_\_





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Once an agency is chosen, and a K-9 has been purchased, an agency will be unable to cancel without paying a \$1,500.00 fee to maintain the K-9 until the next class. Once Jordan Detection K-9 has been notified that the agency has canceled or given up their place in class, an invoice for \$1,500.00 shall be paid by the agency.

I agree with the above \$1,500.00 fee requirement. Yes \_\_\_\_\_ No \_\_\_\_\_

If the K-9 is not recertified yearly by a representative of Jordan Detection K-9 or the department doesn't complete the five year commitment, the applicable not for profit shall be reimbursed the total amount paid for the K-9. The K-9 will be decertified and retired to the agency/handler. Should the agency decide to change handlers of the K-9, the agency shall be responsible for the cost of a two week handler school through Jordan Detection K-9 to re-train the new handler.

I agree with the above statement. Yes \_\_\_\_\_ No \_\_\_\_\_

The not for profits and Jordan Detection K-9 require that the K-9 lives in the handler's personal residence and shall NOT be kept in a kennel. The K-9 must be present with the handler during the work day in the office or general vicinity of the handler for working and bonding purposes and not kept separate from the handler.

I agree with the above terms. Yes \_\_\_\_\_ No \_\_\_\_\_

The Electronic Detection K-9 will not receive training from any other agency , trainer or handler while under the 5 year commitment, failure to consistently train the K-9 in the manner taught by Jordan Detection K-9 will result in full reimbursement of the K-9 to the not for profit.

I agree with the above terms. Yes \_\_\_\_\_ No \_\_\_\_\_



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By accepting a donated K-9, the agency agrees to share statistics which involve the K-9 with the donor(s). This includes number of search warrants, number of devices found, and any other relevant information that the organization may report back to the donors who funded the K-9. The K-9 shall be made available for media releases and donors shall be acknowledged in such media releases.

I, \_\_\_\_\_, the Chief/Department Head of the agency named above, in consideration of the participation by \_\_\_\_\_, (applicant/handler) in the Not for Profit K-9 Program, do hereby on behalf the department release said Not for Profit, Jordan Detection K-9, and any contributors to the not for profit and any and all other departments or agencies associated with the program, from any and all liability for any illness or other bodily injury sustained by, or alleged to have been sustained by the applicant/handler arising in any way from his/her participation.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SUBMIT TO: [jordandetectionk9@gmail.com](mailto:jordandetectionk9@gmail.com)

For Office Use Only:

Applicant approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Name: \_\_\_\_\_ Class Completion Date: \_\_\_\_\_



OPERATION UNDERGROUND RAILROAD

## OPERATION UNDERGROUND RAILROAD (O.U.R.) DOMESTIC LAW ENFORCEMENT SUPPORT MUTUAL AGREEMENT FOR THE RECEIPT OF CONTRIBUTIONS

This Mutual Agreement Document (MAD) will govern contributions from O.U.R. to the Idaho Falls Police Department, each reserving the right to withdraw from the MAD with 30-day written notice with or without cause.

O.U.R. is a non-profit organization that exists to protect children from sex trafficking and sexual exploitation, a mission best accomplished through collaboration with law enforcement agencies (LEAs) both in the U.S. and abroad. O.U.R.'s domestic endeavors are different than its international activities. O.U.R. does not conduct domestic operations. O.U.R. recognizes that U.S. LEAs have the authority to enforce the laws relating to human trafficking and child exploitation and are therefore best positioned to conduct investigative and operational activities in this fight. O.U.R. is committed to empowering domestic LEAs by providing tools, training and technology to enhance their abilities to combat child exploitation.

O.U.R. shares a mission consistent with Internet Crimes Against Children (ICAC) task forces and has agreed to coordinate any domestic support with them. The receiving LEA will advise the presiding ICAC Commander in its state of this contribution to avoid duplication of efforts and to facilitate de-confliction.

The receiving LEA is responsible for researching agency or governing board policies and state laws governing the acceptance of contributions from 501(c)(3) organizations, and getting the necessary approvals to receive donations, in any form, from O.U.R. The receiving LEA will be responsible for any recurring costs associated with the Electronic Storage Detection Dog or any other subsequent contributions.

O.U.R. is fully sustained by donors who generously give to help save children from being victimized by sexual predators, and to identify, rescue and heal those who have fallen prey to such predation. O.U.R. donors deserve to be informed regarding how their donations equate to the "measurables" necessary to combat child exploitation. By accepting this canine you agree to provide O.U.R. with numbers of any individuals arrested, or victims identified with the assistance of the donated canine. O.U.R. does not require any names or case identifiers, just raw numbers provided in bimonthly reports which O.U.R. will solicit. Furthermore, if forensic analysis of any devices located by the donated canine leads to the identification of a victim/s, those numbers, no names, are requested to facilitate program evaluation, and most importantly assure our donors that these extraordinary dogs are doing exceptional things to safeguard children. Additionally, O.U.R. is required to account for contributions made to LEAs during biannual audits. Such reports will provide documentation and indicators of yield associated with this contribution.

Attachment A will delineate specific contributions for subsequent donations with the original MAD remaining the governing document. Withdrawal from this document will not exempt the LEA, from agreed upon reporting requirements. Further, withdrawal from or noncompliance with the terms of this MAD shall not obligate the LEA to refund or reimburse O.U.R. for the contributions provided hereunder.

Donors deserve seeing how their contributions translate to children being safeguarded from predators, and such reporting and media exposure is a great motivator for continued support to O.U.R., which enables O.U.R. to further support LEAs. Where O.U.R. contributions support an operation resulting in arrests or other newsworthy activity, acknowledgement of O.U.R.'s support is requested in associated press releases. O.U.R. will coordinate with the LEA's designated media rep about sharing, via website or social media posts, any successes and stories of interest made possible by the support provided. O.U.R. will not publish or share LEA identifiers, such as name or logo, without prior written consent of LEA.

Certain donors like to name the dogs they sponsor. In such cases we respectfully ask the receiving LEA to honor this request. If no name is requested by the sponsor, you will be notified by Jordan Detection K-9 to name your dog at the appropriate time.

Acceptance of any O.U.R. donations shall not create any requirements or obligations of LEA except for those specifically stated in the preceding paragraphs.

For any future donations governed by this document, a description, reporting requirements and other specifics associated with the donation will be provided for agreement of both parties as a supplement to this original agreement with an addendum delineating the contribution.

**Designated LEA Point of Contact for Reporting:**

**Phone number:**

**Email:**

**Designated LEA Media Representative:**

**Phone number:**

**Email:**

The following donations, or forms thereof, will be provided to the Idaho Falls Police Department:

- 1) Electronic Storage Detection Canine through Jordan Detection K-9s
- 2) Forensic File Server, Software, and hardware

Please sign below in acknowledgment that you understand the content herein and will agree to O.U.R.'s requests as the recipient of donation/s listed. Attachment A can be used for any subsequent contributions governed by this MAD.

\_\_\_\_\_  
O.U.R. Representative Name

\_\_\_\_\_  
O.U.R. Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Idaho Falls Police Department

\_\_\_\_\_  
Law Enforcement Representative Name

\_\_\_\_\_  
Law Enforcement Representative Signature

Digital Intelligence, Inc.  
17165 West Glendale Drive  
New Berlin, WI 53151

Voice: (262) 782-3332  
Fax: (262) 782-3331  
Email: sales@digitalintelligence.com

## Request for Quote

| Date      | Quote #    |
|-----------|------------|
| 6/30/2021 | Q20210630B |

Fed Tax ID # 39-1957034

| Customer  |
|---|
| Idaho Falls Police Dept<br>Kyle Christopherson<br>Tel: 208-612-8644<br><a href="mailto:kchristopherson@idahofallsidaho.gov">kchristopherson@idahofallsidaho.gov</a> |

| Item  | Description   | Quantity | Unit Cost | Total     |
|-------|---|----------|-----------|-----------|
| K6000 | <b>Forensic Recovery of Evidence Data Center (FREDC) consisting of:</b>   | 1        | 97,845.00 | 97,845.00 |
| F6230 | <b>Forensic File Server (4U)</b><br><br>Dual(2) Intel® Xeon® 4110 CPUs, (8 Core) 2.1 GHz/3.0 GHz, 11MB Cache [T1342]<br><br>128 GB(4x32GB) PC4-21300 DDR4 2666 MHz ECC Memory [T2326]<br><br>100 TB Internal RAID Array (80 TB RAID6, 10 X 10 TB Drives)<br><br>1 x 500 GB 7200 RPM SATA Hard Drive in removable drive bay - Disaster Recovery Drive<br><br>4 port (16 channel) 12Gb/s SAS controller card<br><br><b>Detailed System Specifications:</b><br>4U Rackmount Enclosure (10 Bays)<br>1200 Watt Modular Power Supply<br>Dual Intel® Socket P (LGA 3647) Motherboard for Intel® Xeon® Scalable Processors Family (205W) Intel® C621 Chipset<br>12 DIMM Slots supporting DDR4 2666/2400 Registered ECC (RDIMM, LR-DIMM) Memory - up to 768 GB<br>7 PCI-Express 3.0(x16)Slots<br>8 ports Intel® 6 Gb/s SATA Controller<br>2 ports ASMedia® 6 Gb/s SATA Controller<br>4 x U.2 connector<br>1 x M.2 Socket 3, with M Key<br>2 Intel® I210-AT Gigabit LAN RJ45 ports<br>Realtek® S1220A 7.1-Channel High Def Audio CODEC<br>1 x Optical S/PDIF out<br>1 x 8-channel Audio I/O<br>1 PS/2 Ports (Keyboard & Mouse Combo)<br>Intel® X550-T2 10GbE LAN controller - 2 port<br>4 USB 2.0 Ports - 2 Back, 2 Front Mounted<br>10 USB 3.0 Ports - 10 Front Mounted<br>4 USB 3.1 Gen 1 ports - Back Mounted<br>1 USB 3.1 Gen 2 port - Back Mounted<br>1 USB 3.1 Gen 2 Type C port - Back Mounted<br>Aspeed AST2500 64MB VRAM Graphics Controller | 1        |           |           |

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|        |  |   |  |  |
|--------|--|---|--|--|
|        | 4 x 2.5" SATA Drive Chassis with external access<br>2 x RAID Chassis with 5 removable drive bays<br>each (10 total)<br>BD-R/BD-RE/DVD±RW/CD±RW Blu-ray Burner Dual-Layer<br>Combo Drive                              |   |  |  |
| S1601  | Operating System Software - SUSE Linux<br>Enterprise Server Operating System   | 1 |  |  |
| S1615  | Xming X Server Software for FREDC  | 1 |  |  |
| S1616  | Eltima USB Network Gate Software for FREDC   | 1 |  |  |
| S1626  | FREDC Backup Software - NetVault   | 1 |  |  |
| T5538  | Master Unit - 240 Terabyte RAID Array Module<br>(220 Terabyte RAID6) (4U)<br>24 Bay, 4U Rackmount RAID Enclosure (Multilane<br>SAS Attached)<br>24 x 10 TB, 7200 RPM Hard Drives in Hotswap<br>removable drive trays | 1 |  |  |
| T5539  | JBOD Unit - 240 Terabyte Array Module (220 TB<br>RAID6) 24 Bay, 4U Rackmount RAID Enclosure<br>(Multilane SAS Attached) 24 x 10 TB 7200<br>RPM Hard Drives   | 1 |  |  |
| T6018  | LTO-8 Ultrium Robotic Tape Library (2U)<br>LTO-8 Ultrium Drive, 24 Slot Library, SAS<br>interface  | 1 |  |  |
| T6015  | LTO-8 Media Set<br>Qty 11 x Data Media (12 TB/30 TB capacity)<br>Qty 1 x Cleaning Media  | 1 |  |  |
| T6233B | 10 Gigabit (Copper) Network Switch<br>Qty 1 x Fully managed, line-rate 10G Copper<br>'Base-T' rackmount switch. Supports up to 48<br>10GBase-T (RJ45) and 4 SFP+ ports.  | 1 |  |  |
| T6236  | 24 Port Rackmount Cat 6A Patch Panel (1U)  | 2 |  |  |
| C6001  | Cat 5e 10ft Patch Cable Set - 5 cables   | 1 |  |  |
| C6002  | Cat 6A 1ft Patch Cable Set - 25 cables   | 2 |  |  |
| C6003  | Cat 6A 10ft Patch Cable Set - 5 cables   | 1 |  |  |
| X9070  | Rackmount 19 inch LCD Display with integrated<br>Keyboard/Track Pad (1U)   | 1 |  |  |
| X9071  | 8 port KVM Switch KVM with IP Remote Access  | 1 |  |  |
| C6004  | KVM Cable Set - Qty 1 x USB Cable  | 2 |  |  |
| T6214  | 12 Outlet 15A 120V Rackmount Power Strip   | 1 |  |  |

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Fed Tax ID # 39-1957034

|                 |  |   |  |  |
|-----------------|--|---|--|--|
| <b>X9072</b>    | <b>2U Rackmount Shelf</b>  | 2 |  |  |
| <b>T6213</b>    | <b>3000 VA Rackmount Uninterruptable Power Supply (UPS) (2U)</b>   | 1 |  |  |
| <b>T6240</b>    | <b>42U Rack Mount Cabinet, Black, 42" deep with rear ventilation fans - 24"(w) x 44"(d) x 81"(h)</b>   | 1 |  |  |
| <b>F1130 RM</b> | <b>Forensic Recovery of Evidence Device - RackMount (FRED-RM) (4U)</b><br><br><b>Intel® Core™ i9-10980XE 18 Core Processor, 3.0 GHz Base /4.6 GHz Turbo, 24.75MB Intel® Smart Cache [T1063]</b><br><br><b>128 GB Memory PC4-21300 DDR4 2666 MHz (8x16GB) [T2015]</b><br><br><b>Nvidia RTX 3080 10 GB Graphics Card - 1 HDMI, 3 DisplayPort [T0038]</b><br><br><u>NVME M.2 PCIe Solid State Drives</u><br><b>DRIVE 1 - 1 TB M.2 NVMe PCIe Solid State Drive [T3044] - Operating System installed on DRIVE 1</b><br><b>DRIVE 2 - 2 TB M.2 NVMe PCIe Solid State Drive [T3099B]</b><br><br><u>SATA Connected Drives</u><br><b>DRIVE 3 - 4 TB Solid State SATA Drive [T3080]</b><br><b>DRIVE 4 - 4 TB Solid State SATA Drive [T3087]</b><br><b>DRIVE 5 - 1 TB Solid State SATA Drive [T3092]</b><br><b>DRIVE 6 - 1 TB Solid State SATA Drive [T3085]</b><br><b>DRIVE 7 - 1 TB Solid State SATA Drive [T3085]</b><br><br><u>USB3.1 HotSwap Connected Drives</u><br><b>DRIVE 8 - 1 TB Solid State SATA Drive [T3085]</b><br><br><b>10 Gigabit Network Card - 1 port [T6238]</b><br><br><b>Windows 10 Professional (64 bit) [T0018]</b><br>Other Operating System included: <ul style="list-style-type: none"> <li>• openSUSE Tumbleweed (64 bit)</li> </ul><br><b>System Restore Media</b> - Bootable Blu-ray disc containing restore environment and factory configured operating system images<br><br><b>Hardware Write Blocking:</b><br>Digital Intelligence® UltraBay 4d Hardware Write-Blocker with touch screen display: <ul style="list-style-type: none"> <li>• Integrated IDE Drive Write Blocker</li> <li>• Integrated SATA Drive Write Blocker</li> <li>• Integrated SAS Drive Write Blocker</li> </ul> | 1 |  |  |

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|  |  |  |  |
|--|--|--|--|
| <ul style="list-style-type: none"> <li>• Integrated USB 3.0/2.0 Write Blocker</li> <li>• Integrated FireWire IEEE 1394b Write Blocker</li> <li>• Integrated PCIe Write Blocker</li> <li>• Write-Block and Read/Write visibility via Lock/Unlock LEDs</li> <li>• Read and write mode capabilities for all device ports controlled via front panel</li> <li>• Allows simultaneous imaging of 2 attached devices</li> </ul> <p>Digital Intelligence® Integrated Forensic Media Card Reader - Read-Only and Read/Write switchable</p> <p>Digital Intelligence® Imaging Workshelf - Extendable/Retractable with integrated ventilation</p> <p><b>Detailed System Specifications:</b><br/> 4U Rackmount Enclosure (10 Bays)<br/> 1200 Watt Modular power supply<br/> Intel® X299 Chipset Motherboard - Workstation series<br/> 7 PCI-Express 3.0(x16)Slots<br/> 1 M.2 Socket 3, with M key, type 2242/2260/2280/22110 storage devices support (PCIe 3.0 x 4 mode)<br/> 1 M.2 Socket 3, with M key, type 2242/2260/2280 storage devices support (PCIe 3.0 x 4 mode)<br/> 8 x SATA 6Gb/s port(s)<br/> 2 x U.2 connector<br/> 2 RJ45 LAN ports -<br/> Intel® I210-AT, 1 x Gigabit LAN Controller<br/> Intel® I219-LM, 1 x Gigabit LAN Controller<br/> Realtek® ALC S1220A 7.1 Channel High Def Audio CODEC<br/> 6 USB 2.0 ports - 4 Back Mounted. 2 Front Mounted<br/> 3 USB 3.0 ports - Front Mounted<br/> 7 USB 3.1 Gen 1 ports - Back Mounted<br/> 1 USB 3.1 Gen 1 Type C port - Back Mounted<br/> 1 USB 3.1 Gen 2 ports - Back Mounted<br/> 1 USB 3.1 Gen 2 Type C port - Back Mounted<br/> 1 Write Blocked USB 3.0/2.0 port - Front Mounted<br/> 1 Write Blocked FireWire 1394b port - Front Mounted<br/> 1 Write Blocked SATA port - Front Mounted<br/> 1 Write Blocked SAS/SATA port - Front Mounted<br/> 1 Write Blocked IDE port - Front Mounted<br/> 1 Write Blocked PCIe port - Front Mounted<br/> 4 x 2.5" SATA Drive Chassis with external access<br/> 1 x Shock Mounted SATA Removable Hard Drive Bays (IDE Capable)<br/> 1 x HotSwap Shock Mounted Universal (IDE/SATA</p> |  |  |  |
|--|--|--|--|



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|               |   |   |          |          |
|---------------|---|---|----------|----------|
|               | <p>compatible) Removable Hard Drive Bays<br/>BD-R/BD-RE/DVD±RW/CD±RW Blu-ray Burner Dual-Layer Combo Drive</p> <p>Toolbox containing: Adapters, Cables, Security Screwdriver Set and OEM Documents</p> <p>Other Software included: Symantec Ghost, CD Authoring Software</p> <p>Rackmount Rail Set</p> <p>Warranty: 3 years</p>                                 |   |          |          |
| <b>B1100</b>  | <b>Free Training (Limited Time Offer):</b> One Seat per System in the 1-day FRED orientation and training course "Digital Forensics with FRED" Please note: Training held at Digital Intelligence headquarters New Berlin, WI.  | 1 |          |          |
|               | <b>Three Year Warranty</b><br>3 years hardware warranty, lifetime technical support (telephone, email, online support ticket system)  | 1 | INC      | INC      |
| <b>T62071</b> | <b>(OPTIONAL) Annual Support Visit:</b> 1 Day on-site support visit providing additional procedural review, training, and general assistance as requested by customer. Customer to schedule at the end of warranty year 1 (use or lose). (CONUS)  | 1 | 3,000.00 | 3,000.00 |
| <b>T62072</b> | <b>(OPTIONAL) Annual Support Visit:</b> 1 Day on-site support visit providing additional procedural review, training, and general assistance as requested by customer. Customer to schedule at the end of warranty year 2 (use or lose). (CONUS)  | 1 | 3,000.00 | 3,000.00 |
| <b>T62073</b> | <b>(OPTIONAL) Annual Support Visit:</b> 1 Day on-site support visit providing additional procedural review, training, and general assistance as requested by customer. Customer to schedule at the end of warranty year 3 (use or lose). (CONUS)  | 1 | 3,000.00 | 3,000.00 |
|               | <b>Onsite Installation, Configuration, and Equipment Orientation (Continental US)</b>   | 1 | INC      | INC      |
|               | <p><b><u>SITE REQUIREMENTS</u></b></p> <p><b><u>Standard 120 Volt Electrical Requirements:</u></b> FREDC requires a 30 Amp, 120 Volt circuit with a NEMA L5-30R receptacle for each UPS unit.</p> <p><b><u>Optional (by request) 230 Volt Electrical Requirements for International Customers:</u></b><br/>16 Amp, 230 Volt circuit with receptacle for one</p> |   |          |          |

Digital Intelligence, Inc.  
17165 West Glendale Drive  
New Berlin, WI 53151

Voice: (262) 782-3332  
Fax: (262) 782-3331  
Email: sales@digitalintelligence.com

## Request for Quote

| Date      | Quote #    |
|-----------|------------|
| 6/30/2021 | Q20210630B |

Fed Tax ID # 39-1957034

|  |   |        |        |                 |               |  |                    |      |  |              |               |  |
|--|---|--------|--------|-----------------|---------------|--|--------------------|------|--|--------------|---------------|--|
| <p>of the following plug types - (IEC-320 C20, Schuko CEE 7 / EU1-16P, British BS1363A) for each UPS unit.</p> <p><b>Cooling Load:</b> Each UPS unit is capable of providing 2700 watts of power at maximum output resulting in a maximum heat output of about 9215 BTU/HR for cooling load. Standard build does not saturate UPS.</p> <p><b>Network Cabling:</b><br/>Cat6A (for 10G network) cabling should extend from FREDC location <u>directly</u> to work stations included in the forensic network. Cabling at FREDC location should be terminated with standard RJ45 plugs and 10 feet of excess length. Cat5e(for 1G network)cabling can be utilized but will decrease network performance.</p> <p><b>EggMail Notification System (US Only):</b><br/>Sends text message system notifications. Requires adequate cellular coverage at FREDC location. Only available in United States.</p> |   |        |        |                 |               |  |                    |      |  |              |               |  |
| <p><b>Freight and Delivery charges (CONUS)</b><br/>Note: All freight deliveries are dock or curb-side only</p>   | 1   | 700.00 | 700.00 |                 |               |  |                    |      |  |              |               |  |
| <p><b>Available Extended Maintenance Contracts - Please contact Digital Intelligence Sales</b></p> <p><b>Additional FREDC Options available - Please contact Digital Intelligence Sales for more information on Database Server and Virtual Machine Servers.</b></p>   |   |        |        |                 |               |  |                    |      |  |              |               |  |
| <p>All prices are in U.S. Dollars</p> <p>This quote is valid for 30 days from date of issue.</p> <p>To order please FAX P.O. to (262) 782-3331 or email to <a href="mailto:sales@digitalintelligence.com">sales@digitalintelligence.com</a></p> <p>Thank you for your interest</p>   | <table><tr><td><b>Subtotal</b></td><td colspan="2">\$ 107,545.00</td></tr><tr><td><b>WI SalesTax</b></td><td colspan="2">0.00</td></tr><tr><td><b>Total</b></td><td colspan="2">\$ 107,545.00</td></tr></table> |        |        | <b>Subtotal</b> | \$ 107,545.00 |  | <b>WI SalesTax</b> | 0.00 |  | <b>Total</b> | \$ 107,545.00 |  |
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| <b>WI SalesTax</b>   | 0.00  |        |        |                 |               |  |                    |      |  |              |               |  |
| <b>Total</b>   | \$ 107,545.00   |        |        |                 |               |  |                    |      |  |              |               |  |

Prepared by: Jane Stone  
Rev.01292021

# Memorandum

File #: 21-241

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Thursday, September 9, 2021  
**DEPARTMENT:** Idaho Falls Power

## Subject

Ordinance Amendment - Title 8, Chapter 13

## Council Action Desired

- ☒ Ordinance ☐ Resolution ☐ Public Hearing  
☐ Other Action (Approval, Authorization, Ratification, etc.)

Rescind the current Title 8, Chapter 13 Ordinance in its entirety and approve the revised Title 8, Chapter 13 Ordinance language and give authorization to the Mayor and City Clerk to execute the necessary documents, (or take other action deemed appropriate).

## Description, Background Information & Purpose

The expansion and improvement of the Idaho Falls Fiber system has prompted the revision of Title 8, Chapter 13 of the City Code to reflect current requirements and functions of IFF by revising City open access network regulations and functions, providing severability, codification, publications by summary and establishing the effective date.

## Alignment with City & Department Planning Objectives



This action supports our readiness for good governance by providing assurance of regulatory and policy compliance to minimize and mitigate risk. This action also supports the reliability and growth element of the IFP Strategic Plan.

**Interdepartmental Coordination**

Legal Services, Idaho Falls Power and Idaho Falls Fiber.

**Fiscal Impact**

None.

**Legal Review**

Legal Services has reviewed and approved.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; REVISING PUBLIC FIBER OPTIC SYSTEM AND CITY OPEN ACCESS NETWORK REGULATIONS AND FUNCTIONS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, Idaho Falls Power (IFP) has provided reliable and affordable electricity to customers for many years; and

WHEREAS, Title 50 of the Idaho Code grants to cities, in addition to specific authority to operate an electric utility, the ability to develop and enhance efforts to promote general health, safety, and welfare; and

WHEREAS, as part of its ongoing efforts to provide efficient and reliable electric power services to residential and commercial customers, IFP has integrated a fiber optic system within its utility; and

WHEREAS, the City has developed a public fiber optic system and made its open access network available to wholesale and retail customers, giving them the ability to utilize the City's broadband network by choosing a internet service provider who then provides the broadband service directly to the end user; and

WHEREAS, the expansion and improvement of the fiber system by Idaho Falls Fiber (IFF) has prompted the revision of Title 8, Chapter 13 of the City Code to more closely reflect current requirements and functions of IFF.

WHEREAS, the Council believes that the changes proposed are desirable, fair, and necessary.

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

**SECTION 1:** Title 8, Chapter 13 of the City Code of the City of Idaho Falls, Idaho, is hereby rescinded in its entirety and replaced with the following language:

8-13-1: **DEFINITIONS:** Certain terms used in this Chapter shall have the meanings ascribed below:

**ACCESS NODE:** An enclosure with Splice trays on the Fiber Optic System that provides access for splicing a Customer connection to the public distribution system.

**BACKBONE ACCESS POINT:** An enclosure with Splice trays on the backbone ring that provides access for splicing Distribution Fiber to the fiber backbone.

**CUSTOMER:** A retail or wholesale user of fiber optic access provided through the Public Fiber Optic System

**DARK FIBER:** A Fiber Strand without any light flowing through it.

**DIRECTOR:** The Director of the Idaho Falls Power.

**DISTRIBUTION FIBER:** A fiber that connects the Fiber Backbone ring to a Customer's facility fiber, Customer access drop, or other Customer owned equipment.

**FIBER BACKBONE:** A network of Dark Fiber, generally consisting of ninety-six (96) or more strands of single mode fiber located within the public right-of-way.

**FIBER OPTIC CABLE:** A cable containing a bundle of Fiber Strands.

**FIBER OPTIC CUSTOMER:** A person who applies for or receives fiber optic access from the City.

**FIBER STRAND:** An individual glass fiber, roughly the thickness of a human hair, that is capable of distributing a distinct signal transmitted in the form of pulses of light.

**INTERNET SERVICE PROVIDER OR "ISP":** A Fiber Optic Customer who provides internet services to Customers for monetary gain or other consideration using City Fiber or other method of connection to a Customer.

**INITIAL DISTRIBUTION FIBER CONSTRUCTION COSTS:** The total cost of designing and constructing an extension of Distribution Fiber between the Backbone and a Dark Public Fiber Optic System Initial Fiber Customer's Point of Delivery. Such amount shall be established by the Director following the construction of such distribution line by the City based upon the reasonable and actual costs incurred by the City for the service being delivered to the location, whether performed by City crews or by an independent contractor.

**LIT FIBER:** A Fiber Strand lit by Idaho Falls Fiber that provides ISP's access to Customers for the delivery of internet service.

**NETWORK:** Any and all equipment and or facilities used to deliver fiber services.

**OPEN ACCESS NETWORK:** The portion of the Public Fiber Optic System that allows an Internet Service Provider the capability of providing services to Retail Internet Customers with City Lit Fiber.

**POINT OF DELIVERY:** A physical location or point that separates the Public Fiber Optic System from the equipment owned by a Customer, typically a patch panel located within a Customer's premises.

**PUBLIC FIBER OPTIC SYSTEM:** A publicly owned transmission medium or network of optical fiber cables owned by the City, along with all associated electronics and equipment, capable of carrying a digital signal or data by means of electric light wave impulses.

**RETAIL INTERNET USER:** A consumer or end-user of internet or data transmission services or fiber optic access who does not sell or provide such services to other Customers for monetary gain or consideration.

**SERVICE LEVEL AGREEMENT (SLA):** An agreement between one Customer and the City that states additional terms and conditions by which the City will provide fiber service.

**SPLICE:** A physical connection between the ends of two Fiber Strands.

**WHOLESALE CUSTOMER:** A Fiber Optic Customer who leases one or more fiber optic pairs for the purpose of selling or providing internet or data services to other retail users for monetary gain or consideration.

8-13-2: **PURPOSES:** The purposes of this Chapter are as follows:

- (A) To enhance access to and encourage cost effective use of high-speed data transmission lines serving facilities for the benefit of Idaho Falls Power customers.
- (B) To enhance the growth and continued economic vitality of the City by providing to the City residents a high speed, modern and efficient means of communicating information and transmitting electronic data.
- (C) To manage and regulate competing demands for use of the public right-of-way by minimizing the installation of duplicative communications lines and facilities on, over or under the public right-of-way.
- (D) To reduce the cost of maintaining the sidewalk, pavement and public facilities located within the public right-of-way by minimizing the number of pavement cuts and dislocation of other public facilities necessitated by the construction or installation of duplicative communications lines.
- (E) To foster competition among communication providers by providing open access to the publicly owned fiber network.
- (F) To reduce the cost of communication services to Idaho Falls Power customers by eliminating anti-competitive pricing and leveraging for maximum community benefit the existing communication networks required to provide modern electric service and products.

(G) To ensure that Internet Service Providers comply with established standards and service levels as a condition to provide fiber optic access and internet services to Customers on the Open Access Network.

8-13-3: **OWNERSHIP OF THE PUBLIC FIBER OPTIC SYSTEM:** There is hereby established as a division within Idaho Falls Power, the Public Fiber Optic System, owned and operated as Idaho Falls Fiber. Management of the Public Fiber Optic System shall be vested solely in Idaho Falls Power, subject to such rules, regulations, and operational guidelines as may be approved by the Council. Notwithstanding the foregoing, to the extent possible all operational costs, charges, expenses, revenues and receipts attributable to or derived from the operation of the public fiber optic network shall be separately accounted for or fairly apportioned between the Public Fiber Optic System and the electrical energy generation, distribution and transmission system, in order to establish fair, equitable and non-discriminatory rates for the delivery of fiber optic access, separate and apart from the establishment of electrical.

8-13-4: **MANAGEMENT OF FIBER OPTIC NETWORK ACCESS:** The City shall have exclusive right to sell, lease and deliver fiber optic access on the Public Fiber Optic System. Such exclusive right includes, but is not limited to, City establishment and regulation of criteria and standards necessary for provision by Internet Service Providers of fiber optic access and internet service to Customers on the Open Access Network, as approved from time to time by Resolution of the Council.

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

8-13-6: **PUBLIC FIBER OPTIC SYSTEM CONTENT NOT TO BE REGULATED:** The provisions of this Chapter shall apply only to the delivery of fiber optic access and related services across the Public Fiber Optic System. Nothing herein shall be construed or deemed to regulate the delivery of communications or data services over or across lines, facilities, or equipment owned by a private communications provider, or which may be located in the public right-of-way pursuant to a franchise, lease, or other license or privilege granted by the City.

8-13-7: **APPLICATION FOR PUBLIC FIBER OPTIC SYSTEM ACCESS:**

(A) Public Fiber Optic System access shall not be delivered to any Customer until the Customer or the Customer's authorized agent makes an application or until the Customer applies pursuant to another approved City process (such as a secured online application process) for delivery of access to the Public Fiber Optic System. Such application shall be in such form as may be determined by the City. Any Customer requesting any access which contemplates substantial extensions of the Fiber Backbone or the construction of significant enhancements or additions to the Public Fiber Optic System or the Open Access Network at public expense, as determined by the Director, may be required to present site plans, improvement plans, feasibility plans, financial statements and financial guarantees



contemporaneously with such application and, where the Customer is allowed to amortize payments for such extensions, enhancements, or additions, the Customer shall allow the City to audit all relevant financial records of such Customer. Any Customer who willfully gives materially false information in the Customer's application or who shall falsely represent the Customer's identity shall be guilty of a misdemeanor and fiber optic access to such Customer may be subject to summary termination of access.

(B) Requests for Dark Fiber Access: In the event installation of Dark Distribution Fiber is necessary to provide the access requested by a Customer, the cost of designing and installing shall be borne by the Customer as deemed appropriate by the Director based upon factors of construction benefiting the single Customer or the general network. The Director may require the Public Fiber Optic System Initial Fiber Customer to pay the estimated costs of such design and installation to the City prior to and as a condition for the commencement of the installation of such Distribution Fiber by the City. The design and/or installation of such Distribution Fiber may be performed by the City or by an independent contractor hired by the City. The City will not undertake the design or construction of a new distribution lines, if the Customer is delinquent in their payment obligations to the City. Upon approval by the Director payment for Distribution Fiber may be made in monthly installments not to exceed a total of sixty (60) months. Written agreement approved by the Director and signed by the Customer shall be required for amortization. Amortization shall not be allowed if the Retail Internet User for whom the Distribution Fiber is being constructed or installed has paid the Wholesale Customer for such Distribution Fiber or has agreed to pay for such Distribution Fiber in full. If the Retail Internet User for whom such Distribution Fiber has been provided thereafter discontinues the Customer's service agreement with whom the City has executed an amortization agreement, such Retail Internet User shall not be allowed to again use such Distribution Fiber unless the new service provider for such Retail Internet User agrees to assume and pay the entire balance then owed on the account of such Distribution Fiber.

8-13-8: TRANSFER OF ACCESS RIGHTS PROHIBITED: No right to fiber access and any rights or privileges arising under the provisions of this Chapter shall be transferred to any person or entity without the prior express written approval of the Director.

8-13-9: LIMITATIONS UPON DELIVERY OF FIBER ACCESS:

(A) Fiber access shall be delivered only to premises or facilities which are in conformity with the provisions of this Chapter, the International Building and/or Fire Codes, the Zoning Ordinance, and all other ordinances of the City.

(B) Fiber access will be supplied under a given rate schedule only to such points of delivery as are adjacent to the Public Fiber Optic System and provided that the Public Fiber Optic System has the technological capability to meet the Customer's service needs under the applicable rate schedule. The City shall not be obligated to construct extensions or to install additional fiber access facilities necessary to meet a Customer's needs, except as explicitly authorized by the Director.

(C) Retail Customers must be connected to Idaho Falls Power's electrical system in order to connect and remain connected to the Public Fiber Optic System, except as explicitly authorized by the Director.

(D) Unleased pairs on the Backbone Network, as determined by the Director, will remain unsold for future use by the City.

8-13-10: **LIMITATIONS UPON NUMBER OF FIBER STRANDS:** Consistent with the stated purpose of this Chapter to promote competition among communication service providers in the City, no Customer may lease or use more than six (6) fiber pairs at any given time, except as expressly provided for in a written agreement authorized by the Council.

8-13-11: **ACCESS AND RIGHTS OF WAY:** Fiber optic service shall be provided only where the Customer, without cost to the City, provides the City access and a right-of-way for the City's lines and apparatus serving the Customer, over, across, and upon the property owned or controlled by the Customer. The Customer shall permit City access to the property and shall provide access to the City's lines and apparatus, including ingress and egress, at all reasonable hours and at any time during an emergency or a City construction project or City-permitted or City-authorized construction project. Access and right-of-way provided by the Customer or property owner pursuant to this subsection shall not require specific prior notification from the City to the Customer or property owner of need for ingress or egress. By acceptance of or application for fiber optic services, the Customer shall be deemed to waive any claim for damages by the City in conducting City's customary and routine repair, maintenance, construction, and other operations within such right-of-way. Failure to provide access and right-of-way pursuant to this subsection may result in the disconnection of City electric and/or Dark or Lit Fiber optic service to the Customer until access is accomplished by the City. City lines and apparatus includes City electrical and fiber equipment, power poles, transformers, underground conductors, wires, meters, pedestals, communications boxes, fiber optic splice cables, optical network terminations (ONTs). Access to City lines and apparatus shall not be impeded or prevented by the presence or construction of any permanent or semi-permanent barriers or structures such as a fence, shed, enclosure, tree, shrub, planting, rock, monument, or the like.

8-13-12: **BILLINGS:** Billings for fiber optic services shall be rendered based upon the terms and conditions of the Customer's fiber agreement(s) or, if there is no agreement that governs billing, the Customer shall be billed following standard City utility billing policies and practices. Billings shall be deemed paid upon receipt at the office of the City Treasurer.

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

(A) If any Customer desires to terminate Dark or Lit Fiber optic access from the City, the Customer shall give advance notice in writing to the Director.

(B) In the event any Wholesale Customer terminates service prior to the expiration of one (1) year from the date service was first commenced, then the entire unpaid balance for the service charges remaining for such one (1) year period, shall become immediately due and payable upon delivery of the Customer's notice of termination.

8-13-14: **LIABILITY FOR INTERRUPTIONS OF ACCESS:** The City shall not be liable for any loss, injury or damage of any kind, including but not limited to consequential, special and punitive damages, resulting from the interruption, reduction, loss or restoration of fiber optic access to a Customer or ISP from any cause, including without limitation any loss by fire, flood, epidemic, pandemic, accident, casualty, sabotage, terrorist act, strike, labor slow-down, act of God or the public enemy or failure or inadequacy of the Network. The City disclaims any express or implied warranty of merchantability or fitness for a particular purpose and the delivery of fiber optic access to any Customer or ISP shall not be construed as or deemed to be the delivery of goods under the Idaho Uniform Commercial Code. By acceptance of fiber optic access, the Customer of ISP agrees to, and shall be deemed to, waive any and all claims for damage or loss to the Customer's or ISP's lines, facilities, or communications equipment caused by any act or omission of the City; however, nothing herein shall be deemed or construed as a waiver of any claim for damage or liability arising out of the gross negligence or malicious act of the City, or its agents, unless otherwise specified in a separate Service Level Agreement.

8-13-15: **SHUT-DOWN FOR REPAIRS:** For the purpose of making necessary repairs, upgrades or changes to the Network, or to avoid damage to property or to persons, the City may, without prior notice to a Customer or ISP, suspend fiber optic access for such periods as may be reasonably necessary to make such repairs, upgrades or changes and the City shall not be liable for damage of any kind, direct or indirect, as a result of such discontinuance of fiber optic access, unless otherwise specified in a separate Service Level Agreement.

8-13-16: **PROTECTION OF CUSTOMER'S OR ISP'S EQUIPMENT:** A Customer or ISP is solely responsible for the selection, installation and maintenance of all equipment and wiring, other than the City's apparatus, on the Customer or ISP side of the Point of Delivery. A Customer shall install and maintain suitable protective devices and equipment to protect life and property from harm or injury and the City assumes no duty to warn or otherwise assist a Customer in the selection or use of such protective devices.

8-13-17: **FEES FOR SERVICE:** Fees associated with use of the Network shall be set from time to time by Resolution of the Council.

8-13-18: **SERVICE POLICY:** Policies related to service or operation of the Public Fiber Optic System and the Open Access Network may be adopted from time to time by Resolutions of the Council.

8-13-19: **TAMPERING WITH PUBLIC FIBER OPTIC SYSTEM PROHIBITED:**

(A) No person shall connect to, adjust, tamper with or make any alteration or addition to the Public Fiber Optic System, without having first obtained express permission from the Director.

(B) Any person who willfully or maliciously causes damage to, interference with or obstruction to the efficient operation of the Public Fiber Optic System shall be guilty of a misdemeanor.

(C) Any person who causes such damage shall, in addition to any criminal fines or penalties, be liable to the City for any reasonable damages which may be proximately caused by such damage or interference. Such amounts may be included upon the Customer's regular monthly billing statement for utility service and, upon the Customer's failure or refusal to pay such charges, fiber optic access, or any other public utility service provided by the City, such service(s) may be terminated.

8-13-20: **FALSE CUSTOMER INFORMATION:** Any Customer who willfully gives materially false information in the Customer's application or who shall falsely represent the Customer's identity shall be guilty of a misdemeanor and fiber optic access to such Customer may be subject to summary termination of access.

8-13-21: **THEFT OF PUBLIC FIBER OPTIC SYSTEM SERVICES:** It shall be unlawful for any person to make any connection to or install or construct any facility or equipment willfully or knowingly obtain fiber optic access from or by making use of the Public Fiber Optic System or Open Access Network, without paying for such access or without paying the fees and charges established.

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

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

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF IDAHO FALLS, IDAHO

---

REBECCA L. NOAH CASPER, Ph.D  
MAYOR

ATTEST:

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

(SEAL)

STATE OF IDAHO            )  
  ) ss:  
County of Bonneville        )

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

That the above and foregoing is a full, true and correct copy of the Ordinance  
entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO,  
A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; REVISING  
PUBLIC FIBER OPTIC SYSTEM AND CITY OPEN ACCESS NETWORK  
REGULATIONS AND FUNCTIONS; PROVIDING SEVERABILITY,  
CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING  
EFFECTIVE DATE.”

(SEAL)

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

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; REVISING PUBLIC FIBER OPTIC SYSTEM AND CITY OPEN ACCESS NETWORK REGULATIONS AND FUNCTIONS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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WHEREAS, the expansion and improvement of the fiber system by Idaho Falls Fiber (IFF) has prompted the revision of Title 8, Chapter 13 of the City Code to more closely reflect current requirements and functions of IFF.

WHEREAS, the Council believes that the changes proposed are desirable, fair, and necessary.

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

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**WHOLESALE CUSTOMER:** A Fiber Optic Customer who leases one or more fiber optic pairs for the purpose of selling or providing internet or data services to other retail users for monetary gain or consideration.

**8-13-2: PURPOSES:** The purposes of this Chapter are as follows:

- (A) To enhance access to and encourage cost effective use of high-speed data transmission lines serving facilities for the benefit of Idaho Falls Power customers.
- (B) To enhance the growth and continued economic vitality of the City by providing to the City residents a high speed, modern and efficient means of communicating information and transmitting electronic data.
- (C) To manage and regulate competing demands for use of the public right-of-way by minimizing the installation of duplicative communications lines and facilities on, over or under the public right-of-way.
- (D) To reduce the cost of maintaining the sidewalk, pavement and public facilities located within the public right-of-way by minimizing the number of pavement cuts and dislocation of other public facilities necessitated by the construction or installation of duplicative communications lines.
- (E) To foster competition among communication providers by providing open access to the publicly owned fiber network.
- (F) To reduce the cost of communication services to Idaho Falls Power customers by eliminating anti-competitive pricing and leveraging for maximum community benefit the existing communication networks required to provide modern electric service and products.



(G) To ensure that Internet Service Providers comply with established standards and service levels as a condition to provide fiber optic access and internet services to Customers on the Open Access Network.

8-13-3: **OWNERSHIP OF THE PUBLIC FIBER OPTIC SYSTEM:** There is hereby established as a division within Idaho Falls Power, the Public Fiber Optic System, owned and operated as Idaho Falls Fiber. Management of the Public Fiber Optic System shall be vested solely in Idaho Falls Power, subject to such rules, regulations, and operational guidelines as may be approved by the Council. Notwithstanding the foregoing, to the extent possible all operational costs, charges, expenses, revenues and receipts attributable to or derived from the operation of the public fiber optic network shall be separately accounted for or fairly apportioned between the Public Fiber Optic System and the electrical energy generation, distribution and transmission system, in order to establish fair, equitable and non-discriminatory rates for the delivery of fiber optic access, separate and apart from the establishment of electrical.

8-13-4: **MANAGEMENT OF FIBER OPTIC NETWORK ACCESS:** The City shall have exclusive right to sell, lease and deliver fiber optic access on the Public Fiber Optic System. Such exclusive right includes, but is not limited to, City establishment and regulation of criteria and standards necessary for provision by Internet Service Providers of fiber optic access and internet service to Customers on the Open Access Network, as approved from time to time by Resolution of the Council.

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

8-13-6: **PUBLIC FIBER OPTIC SYSTEM CONTENT NOT TO BE REGULATED:** The provisions of this Chapter shall apply only to the delivery of fiber optic access and related services across the Public Fiber Optic System. Nothing herein shall be construed or deemed to regulate the delivery of communications or data services over or across lines, facilities, or equipment owned by a private communications provider, or which may be located in the public right-of-way pursuant to a franchise, lease, or other license or privilege granted by the City.

8-13-7: **APPLICATION FOR PUBLIC FIBER OPTIC SYSTEM ACCESS:**

(A) Public Fiber Optic System access shall not be delivered to any Customer until the Customer or the Customer's authorized agent makes an application or until the Customer applies pursuant to another approved City process (such as a secured online application process) for delivery of access to the Public Fiber Optic System. Such application shall be in such form as may be determined by the City. Any Customer requesting any access which contemplates substantial extensions of the Fiber Backbone or the construction of significant enhancements or additions to the Public Fiber Optic System or the Open Access Network at public expense, as determined by the Director, may be required to present site plans, improvement plans, feasibility plans, financial statements and financial guarantees

contemporaneously with such application and, where the Customer is allowed to amortize payments for such extensions, enhancements, or additions, the Customer shall allow the City to audit all relevant financial records of such Customer. Any Customer who willfully gives materially false information in the Customer's application or who shall falsely represent the Customer's identity shall be guilty of a misdemeanor and fiber optic access to such Customer may be subject to summary termination of access.

(B) Requests for Dark Fiber Access: In the event installation of Dark Distribution Fiber is necessary to provide the access requested by a Customer, the cost of designing and installing shall be borne by the Customer as deemed appropriate by the Director based upon factors of construction benefiting the single Customer or the general network. The Director may require the Public Fiber Optic System Initial Fiber Customer to pay the estimated costs of such design and installation to the City prior to and as a condition for the commencement of the installation of such Distribution Fiber by the City. The design and/or installation of such Distribution Fiber may be performed by the City or by an independent contractor hired by the City. The City will not undertake the design or construction of a new distribution lines, if the Customer is delinquent in their payment obligations to the City. Upon approval by the Director payment for Distribution Fiber may be made in monthly installments not to exceed a total of sixty (60) months. Written agreement approved by the Director and signed by the Customer shall be required for amortization. Amortization shall not be allowed if the Retail Internet User for whom the Distribution Fiber is being constructed or installed has paid the Wholesale Customer for such Distribution Fiber or has agreed to pay for such Distribution Fiber in full. If the Retail Internet User for whom such Distribution Fiber has been provided thereafter discontinues the Customer's service agreement with whom the City has executed an amortization agreement, such Retail Internet User shall not be allowed to again use such Distribution Fiber unless the new service provider for such Retail Internet User agrees to assume and pay the entire balance then owed on the account of such Distribution Fiber.

8-13-8: TRANSFER OF ACCESS RIGHTS PROHIBITED: No right to fiber access and any rights or privileges arising under the provisions of this Chapter shall be transferred to any person or entity without the prior express written approval of the Director.

8-13-9: LIMITATIONS UPON DELIVERY OF FIBER ACCESS:

(A) Fiber access shall be delivered only to premises or facilities which are in conformity with the provisions of this Chapter, the International Building and/or Fire Codes, the Zoning Ordinance, and all other ordinances of the City.

(B) Fiber access will be supplied under a given rate schedule only to such points of delivery as are adjacent to the Public Fiber Optic System and provided that the Public Fiber Optic System has the technological capability to meet the Customer's service needs under the applicable rate schedule. The City shall not be obligated to construct extensions or to install additional fiber access facilities necessary to meet a Customer's needs, except as explicitly authorized by the Director.

(C) Retail Customers must be connected to Idaho Falls Power's electrical system in order to connect and remain connected to the Public Fiber Optic System, except as explicitly authorized by the Director.

(D) Unleased pairs on the Backbone Network, as determined by the Director, will remain unsold for future use by the City.

8-13-10: **LIMITATIONS UPON NUMBER OF FIBER STRANDS:** Consistent with the stated purpose of this Chapter to promote competition among communication service providers in the City, no Customer may lease or use more than six (6) fiber pairs at any given time, except as expressly provided for in a written agreement authorized by the Council.

8-13-11: **ACCESS AND RIGHTS OF WAY:** Fiber optic service shall be provided only where the Customer, without cost to the City, provides the City access and a right-of-way for the City's lines and apparatus serving the Customer, over, across, and upon the property owned or controlled by the Customer. The Customer shall permit City access to the property and shall provide access to the City's lines and apparatus, including ingress and egress, at all reasonable hours and at any time during an emergency or a City construction project or City-permitted or City-authorized construction project. Access and right-of-way provided by the Customer or property owner pursuant to this subsection shall not require specific prior notification from the City to the Customer or property owner of need for ingress or egress. By acceptance of or application for fiber optic services, the Customer shall be deemed to waive any claim for damages by the City in conducting City's customary and routine repair, maintenance, construction, and other operations within such right-of-way. Failure to provide access and right-of-way pursuant to this subsection may result in the disconnection of City electric and/or Dark or Lit Fiber optic service to the Customer until access is accomplished by the City. City lines and apparatus includes City electrical and fiber equipment, power poles, transformers, underground conductors, wires, meters, pedestals, communications boxes, fiber optic splice cables, optical network terminations (ONTs). Access to City lines and apparatus shall not be impeded or prevented by the presence or construction of any permanent or semi-permanent barriers or structures such as a fence, shed, enclosure, tree, shrub, planting, rock, monument, or the like.

8-13-12: **BILLINGS:** Billings for fiber optic services shall be rendered based upon the terms and conditions of the Customer's fiber agreement(s) or, if there is no agreement that governs billing, the Customer shall be billed following standard City utility billing policies and practices. Billings shall be deemed paid upon receipt at the office of the City Treasurer.

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

(A) If any Customer desires to terminate Dark or Lit Fiber optic access from the City, the Customer shall give advance notice in writing to the Director.

(B) In the event any Wholesale Customer terminates service prior to the expiration of one (1) year from the date service was first commenced, then the entire unpaid balance for the service charges remaining for such one (1) year period, shall become immediately due and payable upon delivery of the Customer's notice of termination.

8-13-14: **LIABILITY FOR INTERRUPTIONS OF ACCESS:** The City shall not be liable for any loss, injury or damage of any kind, including but not limited to consequential, special and punitive damages, resulting from the interruption, reduction, loss or restoration of fiber optic access to a Customer or ISP from any cause, including without limitation any loss by fire, flood, epidemic, pandemic, accident, casualty, sabotage, terrorist act, strike, labor slow-down, act of God or the public enemy or failure or inadequacy of the Network. The City disclaims any express or implied warranty of merchantability or fitness for a particular purpose and the delivery of fiber optic access to any Customer or ISP shall not be construed as or deemed to be the delivery of goods under the Idaho Uniform Commercial Code. By acceptance of fiber optic access, the Customer of ISP agrees to, and shall be deemed to, waive any and all claims for damage or loss to the Customer's or ISP's lines, facilities, or communications equipment caused by any act or omission of the City; however, nothing herein shall be deemed or construed as a waiver of any claim for damage or liability arising out of the gross negligence or malicious act of the City, or its agents, unless otherwise specified in a separate Service Level Agreement.

8-13-15: **SHUT-DOWN FOR REPAIRS:** For the purpose of making necessary repairs, upgrades or changes to the Network, or to avoid damage to property or to persons, the City may, without prior notice to a Customer or ISP, suspend fiber optic access for such periods as may be reasonably necessary to make such repairs, upgrades or changes and the City shall not be liable for damage of any kind, direct or indirect, as a result of such discontinuance of fiber optic access, unless otherwise specified in a separate Service Level Agreement.

8-13-16: **PROTECTION OF CUSTOMER'S OR ISP'S EQUIPMENT:** A Customer or ISP is solely responsible for the selection, installation and maintenance of all equipment and wiring, other than the City's apparatus, on the Customer or ISP side of the Point of Delivery. A Customer shall install and maintain suitable protective devices and equipment to protect life and property from harm or injury and the City assumes no duty to warn or otherwise assist a Customer in the selection or use of such protective devices.

8-13-17: **FEES FOR SERVICE:** Fees associated with use of the Network shall be set from time to time by Resolution of the Council.

8-13-18: **SERVICE POLICY:** Policies related to service or operation of the Public Fiber Optic System and the Open Access Network may be adopted from time to time by Resolutions of the Council.

8-13-19: **TAMPERING WITH PUBLIC FIBER OPTIC SYSTEM PROHIBITED:**

(A) No person shall connect to, adjust, tamper with or make any alteration or addition to the Public Fiber Optic System, without having first obtained express permission from the Director.

(B) Any person who willfully or maliciously causes damage to, interference with or obstruction to the efficient operation of the Public Fiber Optic System shall be guilty of a misdemeanor.

(C) Any person who causes such damage shall, in addition to any criminal fines or penalties, be liable to the City for any reasonable damages which may be proximately caused by such damage or interference. Such amounts may be included upon the Customer's regular monthly billing statement for utility service and, upon the Customer's failure or refusal to pay such charges, fiber optic access, or any other public utility service provided by the City, such service(s) may be terminated.

8-13-20: **FALSE CUSTOMER INFORMATION:** Any Customer who willfully gives materially false information in the Customer's application or who shall falsely represent the Customer's identity shall be guilty of a misdemeanor and fiber optic access to such Customer may be subject to summary termination of access.

8-13-21: **THEFT OF PUBLIC FIBER OPTIC SYSTEM SERVICES:** It shall be unlawful for any person to make any connection to or install or construct any facility or equipment willfully or knowingly obtain fiber optic access from or by making use of the Public Fiber Optic System or Open Access Network, without paying for such access or without paying the fees and charges established.

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

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

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF IDAHO FALLS, IDAHO

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REBECCA L. NOAH CASPER, Ph.D  
MAYOR

ATTEST:

---

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO            )  
  ) ss:  
County of Bonneville        )

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

That the above and foregoing is a full, true and correct copy of the Ordinance  
entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO,  
A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; REVISING  
PUBLIC FIBER OPTIC SYSTEM AND CITY OPEN ACCESS NETWORK  
REGULATIONS AND FUNCTIONS; PROVIDING SEVERABILITY,  
CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING  
EFFECTIVE DATE.”

---

KATHY HAMPTON, CITY CLERK

(SEAL)

File #: 21-242

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Friday, September 10, 2021  
**DEPARTMENT:** Idaho Falls Power

## Subject

IFP 21-38 Fiber Optic Cable Installation Services

## Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve this bid award to Wheeler Electric, Inc. of Idaho Falls, Idaho for the unit prices shown as bid, for a not-to-exceed amount of \$456,000.00 and give authorization to the Mayor and City Clerk to execute the necessary documents, (or take other action deemed appropriate).

## Description, Background Information & Purpose

Idaho Falls Power solicited bids from qualified contractors to install the fiber network service inside our new customers' homes. Wheeler Electric, Inc. was the only responsive, responsible bidder. Based on the quantities installed in the first two years of the fiber project and the per unit bid prices, the value is estimated to be \$456,000.00.

## Alignment with City & Department Planning Objectives



This action supports our readiness for managed, well-planned growth and development by expanding fiber optic services and ensuring reliable community connectivity. This action also supports the growth element of the IFP Strategic Plan.

**Interdepartmental Coordination**

Legal Services and Idaho Falls Fiber.

**Fiscal Impact**

Budgeted in the 2021/22 budget.

**Legal Review**

Legal has reviewed and approves.



| Idaho Falls Power                  |   |                    |                |            |              |                         |              |            |              |
|------------------------------------|---|--------------------|----------------|------------|--------------|-------------------------|--------------|------------|--------------|
| Project: Fiber Residential Install |   |                    | Bid Tabulation |            |              | Number: IFP 21-38       |              |            |              |
| Submitted: Jace Yancey             |   |                    |                |            |              | Date: September 2, 2021 |              |            |              |
|                                    | Description   | Estimated Quantity | Unit           | Unit Price | Total Amount | Unit Price              | Total Amount | Unit Price | Total Amount |
| 1                                  | Bid for single underground residence installation                   | Per Residence      | 300 homes      | \$365      | \$109,500.00 |                         |              |            |              |
| 2                                  | Bid for single overhead residence installation with alley access    | Per Residence      | 300 homes      | \$510      | \$153,000.00 |                         |              |            |              |
| 3                                  | Bid for single overhead residence installation without alley access | Per Residence      | 300 homes      | \$645      | \$193,000.00 |                         |              |            |              |
| Total of All Unit Price Bid Items  |   |                    |                |            | \$456,000.00 |                         |              |            |              |

# BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 1—OWNER AND BIDDER

- 1.01 Sealed proposals for furnishing **Project No. IFP 21-38 – Idaho Falls Fiber Residential Fiber Installation** as described in "Specifications" will be received at the Idaho Falls Administration Building, 140 S. Capital, Idaho Falls, Idaho 83402 until 2:30 PM on the 31st day of August, 2021, and then will be publicly opened and read. The price page(s) and the signature page(s) of the proposal must be the original--copies or faxed copies are not acceptable and will result in rejection of the bid.

The **Envelope** containing your proposal must be sealed, show the Invitation to Bid Number, the date and time of opening and your Company name. The envelope should be addressed as follows:

|                      |                        |                       |                         |
|----------------------|------------------------|-----------------------|-------------------------|
| Vendor's Name        | <u>Mailing Address</u> | OR                    | <u>Special Delivery</u> |
| Invitation to Bid #: | <u>IF - 21 - 38</u>    | City of Idaho Falls   | City of Idaho Falls     |
| Date:                | <u>August 31</u>       | IFP Fiber             | IFP Fiber               |
| Time:                | <u>2:30 PM</u>         | PO Box 50220          | 140 S Capital           |
|                      |                        | Idaho Falls, ID 83405 | Idaho Falls, ID 83402   |

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:

- ~~A. Required Bid security;~~
- B. List of Proposed Subcontractors;
- ~~C. List of Proposed Suppliers;~~
- D. Idaho Public Works Contractor's license number.

## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:
  - 1. IFF has provided an estimated number of locations for each Unit Code of the Micro duct installations with the total estimated number of installations for each Unit Code. Sub-Total prices to be the per unit rate times the total estimated quantity
  - 2. Bidder acknowledges that:

- a. Price quoted for residential fiber installations will include all work and cleanup.
- b. Bidder will provide all tools, labor and equipment required to complete the fiber installations.
- c. Bidder may perform fiber installations from overhead and underground sources and from front and rear easements.
- d. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- e. Estimated quantities are not guaranteed, may be distributed between multiple contractors, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents. IFF will award work to the lowest available bidder based on individual price required for each sub-set of the larger project.

### 3.02 Unit Price Bids

B. Bidder will perform the following Work at the indicated unit prices:

| Item No.                          | Description   | Unit          | Estimated Quantity per year | Bid Unit Price per Residence | Bid Amount   |
|-----------------------------------|---|---------------|-----------------------------|------------------------------|--------------|
| 1                                 | Bid for single underground residence installation                   | Per Residence | 300 homes                   | \$365.00                     | \$109,500.00 |
| 2                                 | Bid for single overhead residence installation with alley access    | Per Residence | 300 homes                   | \$510.00                     | \$153,000.00 |
| 3                                 | Bid for single overhead residence installation without alley access | Per Residence | 300 homes                   | \$645.00                     | \$193,000.00 |
|                                   |   |               |                             |                              | \$           |
| Total of All Unit Price Bid Items |   |               |                             |                              | \$456,000.00 |

## ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with 00820 – Special Provisions, Article 2.

## ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

### 5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, ~~including without limitation those dealing with the disposition of Bid security.~~

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

| Addendum Number | Addendum Date |
|-----------------|---------------|
| N / A           |               |
|                 |               |
|                 |               |

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

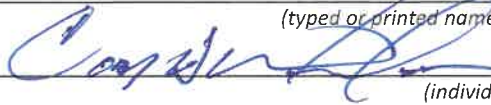
BIDDER hereby submits this Bid as set forth above:

Bidder:

Wheeler Electric, Inc.

(typed or printed name of organization)

By:



(individual's signature)

Name: Cody J Wheeler

(typed or printed)

Title: Vice President

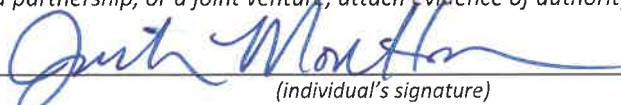
(typed or printed)

Date: August 31, 2021

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name: Jennifer Moulton

(typed or printed)

Title: Controller

(typed or printed)

Date: August 31, 2021

(typed or printed)

Address for giving notices:

469 W 16th Street, Idaho Falls, Idaho 83402

Bidder's Contact:

Name: Fred Bunce

(typed or printed)

Title: Service Manager

(typed or printed)

Phone: 208.522.1909

Email: fredb@wheelerelectric.com

Address:

469 W 16th Street, Idaho Falls, Idaho 83402

Bidder's Idaho Public Works License No.:

#12483-U-4

**\*\* Wheeler Electric, Inc. has no proposed subcontractors for this project.**

# CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Idaho Falls Fiber (Owner) and  
Wheeler Electric, Idaho Falls, Idaho (Contractor).

Owner and Contractor hereby agree as follows:

## ARTICLE 1 - THE WORK

### 1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  - 1. Project No. IFP 21-38 – Idaho Falls Fiber - Fiber Residential Installation, which includes installing a fiber cable from the lot corner to the residence, splicing the fiber, installing an ONT and providing power to the ONT.
  - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located at **various areas inside the City of Idaho Falls.**

## ARTICLE 2 - CONTRACT DOCUMENTS

### 2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

## 2.02 Contract Documents Defined

### A. The Contract Documents consist of the following documents:

1. This Contract.
- ~~2. Performance bond.~~
- ~~3. Payment bond.~~
- ~~4. Drawings as listed on the Drawing Sheet Index.~~
- ~~5. Addenda.~~
6. The following which may be delivered or issued on or after the Effective Date of the Contract:
  - a. Work Change Directives (EJCDC C-940).
  - b. Change Orders (EJCDC C-941).
  - c. Field Orders.
7. Section 00820 – Special Provisions
  - a. Specifications included in this section.

## ARTICLE 3 - ENGINEER

### 3.01 Engineer

- A. The Engineer for this Project is **Idaho Falls Fiber**.

## ARTICLE 4 - CONTRACT TIMES

### 4.01 Contract Times

- A. The term of this Contract shall commence from the date of execution by all parties and shall terminate on September 30, 2024
- B. Contractor agrees to complete the work within the time specified herein and to accept as full payment for all work, materials or services rendered on or delivered to the Project, an amount determined by the unit price method set forth in the Contract Documents and the Proposal, or the lump sum amount set forth in the Proposal. All work contemplated in the Proposal and the Contract Documents shall be completed by September 30, 2024.

### ~~4.02 Liquidated Damages~~

## ARTICLE 5 - CONTRACT PRICE

### 5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the unit prices for each unit of Work completed submitted in the bid form 00410, dated XX August 2021.

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.



## ARTICLE 6 - BONDS AND INSURANCE

### 6.01 ~~Bonds~~

- ~~A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.~~

### 6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
    - a. Automobile Insurance and Statutory Workmen's Compensation Insurance coverage.
    - b. Employer's Liability, and Comprehensive General Liability Insurance coverage.
      - 1) The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim
      - 2) One Million Dollars (\$1,000,000) aggregate
      - 3) CONTRACTOR shall cause CITY to be named as an additional insured under said policy.
- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
  2. Blanket contractual liability coverage to the extent permitted by law;
  3. Broad form property damage coverage; and

4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
  1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

## **ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES**

### **7.01 Supervision and Superintendence**

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.

- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.
- 7.02 Other Work at the Site
- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- 7.03 Services, Materials, and Equipment
- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
  - B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.
- 7.04 Subcontractors and Suppliers
- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.
- 7.05 Quality Management
- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.
- 7.06 Licenses, Fees and Permits
- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
  - B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.
- 7.07 Laws and Regulations; Taxes
- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
  - B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

#### 7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

#### 7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.

- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

#### 7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

#### 7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

#### 7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

## **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

### **8.01 Owner's Responsibilities**

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

### **9.01 Engineer's Status**

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and

Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 10 - CHANGES IN THE WORK**

### **10.01 Authority to Change the Work**

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

### **10.02 Change Orders**

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## **ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

### **~~11.01 Differing Conditions Process~~**

- ~~A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.~~
- ~~B. After receipt of written notice, Engineer will promptly:~~
  - ~~1. Review the subsurface or physical condition in question;~~
  - ~~2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;~~

- ~~3. Determine whether the condition falls within the differing site condition as stated herein;~~
  - ~~4. Obtain any pertinent cost or schedule information from Contractor;~~
  - ~~5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and~~
  - ~~6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.~~
- ~~C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.~~

## **ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION**

### **12.01 Claims Process**

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

## **ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

### **13.01 Tests and Inspections**

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.



### 13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

## ARTICLE 14 - PAYMENTS TO CONTRACTOR

### 14.01 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

### ~~14.02 Retainage~~

- ~~A. The Owner shall retain **[Percentage of Contract Price to be Held as Retainage]** % of each progress payment until the Work is substantially complete.~~

### 14.03 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

### 14.04 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title

defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 14.05 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

#### 14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents;
  - 2. Consent of the surety to final payment;
  - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  - 4. A list of all disputes that Contractor believes are unsettled; and
  - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

#### 14.08 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

## **ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

### **15.01 Owner May Suspend Work**

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

### **15.02 Owner May Terminate for Cause**

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

### **15.03 Owner May Terminate for Convenience**

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in

connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

### ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

#### 16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
    - a. The cost, progress, and performance of the Work;
    - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
    - c. Contractor's safety precautions and programs.
  5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 17 - MISCELLANEOUS**

### **17.01 Cumulative Remedies**

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### **17.02 Limitation of Damages**

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

### **17.03 No Waiver**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

### **17.04 Survival of Obligations**

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### **17.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

### **17.06 Controlling Law**

- A. This Contract is to be governed by the law of the state in which the Project is located.

### **17.07 Dispute Resolution and Attorneys' Fees**

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration

panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

17.08 Non-discrimination

- A. Contractor 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, veteran's status, or national origin. Nothing in this Paragraph shall require Contractor to exceed the reasonable accommodation requirements established by the Americans With Disabilities Act.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

City of Idaho Falls

By: Rebecca L. Noah Casper

Title: Mayor

Attest:

Title:

Address for giving notices:

Idaho Falls Power

P.O. Box 50220

Idaho Falls, ID 83405-0220

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)*

CONTRACTOR:

Wheeler Electric

By:

Title:

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

Title:

Address for giving notices:

469 W. 16<sup>th</sup>

, Idaho Falls, ID

License No.:

(where applicable)

**NOTE TO USER: Use in those states or other jurisdictions where applicable or required.**

File #: 21-248

City Council Meeting

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Tuesday, September 14, 2021  
**DEPARTMENT:** Public Works

## Subject

State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Intersection of 5th Street and Holmes Avenue Signal project.

## Council Action Desired

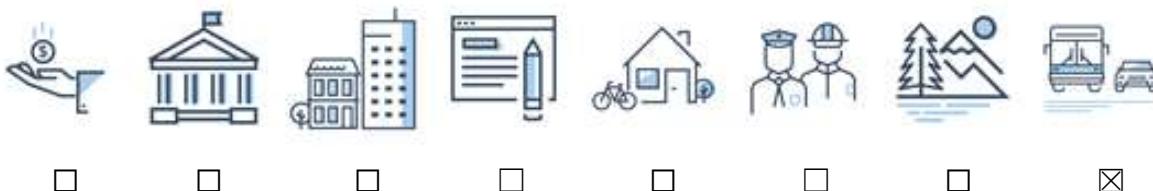
- ☐ Ordinance
 ☒ Resolution
 ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approval of the State Local Agreement and Resolution with ITD for the Intersection of 5th Street and Holmes Avenue Signal project and authorization for Mayor and City Clerk to sign the documents or take other action deemed appropriate.

## Description, Background Information & Purpose

Attached for your consideration is a State Local Agreement for project development with ITD for this intersection improvement project. The project is intended to remove the existing wire hung signals and replace them with standard signal poles. The project will also update the existing signal control cabinetry and vehicular & pedestrian detection.

## Alignment with City & Department Planning Objectives



This agreement supports the community-oriented results of reliable public infrastructure and transportation by upgrading the traffic signal at this intersection.

**Interdepartmental Coordination**

Project reviews will be conducted with all necessary city departments to ensure coordination of project activities.

**Fiscal Impact**

The total cost of the project is anticipated to be \$486,000.00. This agreement requires city financial contribution toward the project with a match rate of 7.34% for an estimated total of \$35,672.00.

**Legal Review**

The Agreement has been reviewed by the City Attorney.



2-38-20-2-TRF-2021-03  
2021-68

**STATE/LOCAL AGREEMENT  
(PROJECT DEVELOPMENT)**

**PROJECT NO. A020(461)  
INT 5<sup>TH</sup> & HOLMES SIGNAL  
CITY OF IDAHO FALLS  
BONNEVILLE COUNTY  
KEY NO. 20461**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF IDAHO FALLS, acting by and through its Mayor and Council, hereafter called the Sponsor.

**PURPOSE**

The Sponsor has requested that the State include in its Idaho Transportation Investment Program the Local Highway Safety Improvement Program (LHSIP) Project with Key No. 20461, described as installation signal at the intersection of 5<sup>th</sup> & Holmes Signal. Project development is to be performed by Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

**NOTE:** Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

## **SECTION I. GENERAL**

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development and right of way is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current **estimated** funding is as follows:
  - a. **Project Development - \$99,000**
    - (PE-\$5,000, PL-\$20,000, PC-\$74,000)
  - b. **Right-of-Way - \$22,000**
  - c. **Utilities - \$0**
  - d. **Construction Engineering - \$55,000**
    - a. (CE-\$5,000, CL-\$20,000, CC-\$30,000)
  - e. **Construction - \$310,000**
  - f. **Total Estimated Project Costs - \$486,000**
3. The Sponsor's match for this project will be provided as follows:
  - a. Cash in the amount of 7.34 percent of the entire project (current **estimate** \$35,672);
4. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:  
<https://apps.itd.idaho.gov/PayITD> .
5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site:  
<http://itd.idaho.gov/manuals/ManualsOnline.htm>.
6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.
7. If the project is terminated by the Sponsor prior to completion, the Sponsor shall repay to the State all

federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.

8. Sufficient Appropriation. It is understood and agreed that the State and the Sponsor are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate the State or the Sponsor beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State and the Sponsor reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

**SECTION II.** That the State shall:

1. Provide the following services incidental to the project development:
  - a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
  - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
  - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
  - d. Provide a hearing officer to conduct a formal public hearing as necessary.
  - e. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate.

- f. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
  - g. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.
  - h. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
  - i. Print and assemble plans, special provisions, specifications and contracts.
  - j. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
- 2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
  - 3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
  - 4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated by the Sponsor prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.
  - 5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

**SECTION III.** That the Sponsor shall:

- 1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **FIVE THOUSAND DOLLARS (\$5,000)**, estimated to be the total expense to the State. In addition, pay to the

State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3. These funds will be credited towards the Sponsor's match on the project.

2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated by the Sponsor prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for and hold a formal public hearing if required in accordance with the Idaho Open Meetings Law.
6. If requested by a utility company, hold hearings before the City Council or Board of Commissioners. The Sponsor will issue orders to the utilities.
7. Right of Way
  - a. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
  - b. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project unless the property value meets the requirements in Idaho Code Section 54-4105(5) and 49 CFR 24.102.
  - c. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
  - d. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.

- e. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
  - f. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
  - g. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
  - h. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
  - i. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
8. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the

provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.

9. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
10. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
11. Comply with Attachment 1 attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
12. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
13. Comply with all other applicable State and Federal regulations.



**EXECUTION**

This Agreement is executed for the State by its Highways Construction & Operations Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Idaho Falls.

**IDAHO TRANSPORTATION DEPARTMENT**

\_\_\_\_\_  
Division Administrator  
Highways Construction & Operations

**ATTEST:**

**CITY OF IDAHO FALLS**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

(SEAL)

By regular/special meeting  
on \_\_\_\_\_.

Cf: 20461 SLAPD

## RESOLUTION

**WHEREAS**, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, for project development of the intersection of 5th and Holmes Signal; and

**WHEREAS**, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

**WHEREAS**, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

**WHEREAS**, The **STATE** can only pay for work associated with the State Highway system; and

**WHEREAS**, the **CITY** is fully responsible for its share of project costs; and

### **NOW, THEREFORE, BE IT RESOLVED:**

1. That the Agreement for Federal Aid Highway Project A020(461) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

## CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Idaho Falls, held on \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
City Clerk

## ATTACHMENT 1

### 1050.20 Appendix A:

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

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.  
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the Consultant until they have achieved compliance;
  - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
  - Cancellation, termination or suspension of the Agreement, in whole or in part;
  - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

### 1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, ( 49 USC § 4 71, Section 4 7123 ), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

### **Implementation Procedures**

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI

compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

#### **Discrimination Complaint Procedure**

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department  
Equal Employment Opportunity Office – External Programs  
EEO Manager  
PO Box 7129  
Boise, ID 83707-1129  
208-334-8884

Federal Highway Administration  
Idaho Division Office  
3050 Lakeharbor Lane, Suite 126  
Boise, ID 83703  
208-334-9180

### **Sanctions**

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office  
Revised: 03-09, 08-10, 08-17

# Memorandum

File #: 21-249

City Council Meeting

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Tuesday, September 14, 2021  
**DEPARTMENT:** Public Works

## Subject

State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Intersection of East 17th Street and South Woodruff Avenue project.

## Council Action Desired

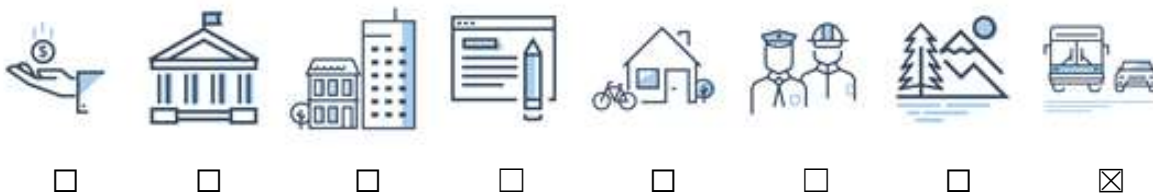
- ☐ Ordinance
 ☒ Resolution
 ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approval of the State Local Agreement and Resolution with ITD for the Intersection of East 17th Street and South Woodruff Avenue project and authorization for Mayor and City Clerk to sign the documents or take other action deemed appropriate.

## Description, Background Information & Purpose

Attached for your consideration is a State Local Agreement for construction with ITD to reconstruct this intersection. Intersection reconstruction will include a new traffic signal controlling seven lanes of traffic at each leg of the intersection. Proposed lane configurations will be similar to those at the intersection of East 17th Street and South 25th East.

## Alignment with City & Department Planning Objectives



This agreement supports the community-oriented results of reliable public infrastructure and transportation by reconstructing and adding additional turn lanes at this busy arterial intersection.

**Interdepartmental Coordination**

Project reviews have been conducted with all necessary city departments to ensure coordination of project activities.

**Fiscal Impact**

The total cost of the project is anticipated to be \$4,173,781.00. This agreement requires city financial contribution toward the project with a match rate of 7.34% for an estimated total of \$306,356.00.

Non-participating work associated with replacing the existing water line within project limits is anticipated to be \$260,000 and this cost will be paid by the Water Division. The cities total financial contribution for the project that includes non-participating water line construction and also deducts anticipated in-kind services amounts to \$372,970.

**Legal Review**

The Agreement has been reviewed by the City Attorney.



2-38-21-3-STR-2016-07  
2021-70

**STATE/LOCAL AGREEMENT  
(CONSTRUCTION)  
PROJECT NO. A014(024)  
INT E 17<sup>TH</sup> ST AND S WOODRUFF, IDAHO FALLS  
BONNEVILLE COUNTY  
KEY NO. 14024**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF IDAHO FALLS**, acting by and through its Mayor and Council, hereafter called the Sponsor.

**PURPOSE**

The Sponsor has requested federal participation in the costs of constructing a project to improve vehicle capacity, pedestrian accommodation and storm drainage at the intersection of 17<sup>th</sup> Street and Woodruff Avenue in Idaho Falls, which has been designated as Project No. A014(024). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

**SECTION I. GENERAL**

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration.
3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:  
<https://apps.itd.idaho.gov/PayITD> .

4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated May 12, 2016.
7. The Sponsor has obtained approval to perform in-kind work on this project as shown on the Request for Approval of In-kind Work by Local Sponsor on Federal-aid Projects, attached to the Project Development agreement referenced in Paragraph 6 above.
8. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

**SECTION II.** That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.

2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.
3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.
4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.
5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.
6. Designate a resident engineer as the State deems necessary to supervise and oversee the overall progress and construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will review and approve all monthly and final contract estimates and change orders.
7. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.
8. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications during the life of the construction contract.
9. Authorize the Sponsor to provide construction inspection, sampling and testing (IS&T) services on the project. Requirements for IS&T Services are detailed in Exhibit B to this Agreement.

10. Within sixty (60) days of receipt of invoices from the Sponsor for the Sponsor's contract administration and inspection costs, review and credit the federal participating amount towards the sponsors match.
11. Upon receipt of contract estimates of construction costs from the Sponsor, process and make payment to the general contractor.
12. Review the materials certification documentation, make appropriate determination of participation, and prepare the materials certification in accordance with the State's Quality Assurance Manual.
13. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
14. Conduct a final cost accounting of the project, which will reconcile eligibility for federal reimbursement with the costs recorded in the project program. The district records inspector will submit a report of expenditures, and a report of completion that will include materials certification, a final invoice, detail of final estimate, change order summary, and any contractor claims.

The final cost accounting will determine if overpayments must be recovered from the Sponsor, or if final reimbursements are due to the Sponsor. Any excess funds transmitted by the Sponsor and not required for the project will be applied to any outstanding balance the Sponsor may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the Sponsor.

15. Perform a final inspection of the project upon completion of construction.
16. Upon satisfactory inspection and project closeout, execute a Certification and Acceptance of Project, and provide a copy to the Sponsor.
17. Subject to the limitations hereinafter set forth, State shall indemnify, defend and save harmless Sponsor from and against any and all demands, claims or liabilities

caused by or arising out of any negligent acts by State, or State's officers, agents, and employees while acting within the course and scope of their employment, which arise from this project. Any such indemnification hereunder by State is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by State shall in no event cause the liability of State for any such negligent act to exceed the liability limits set forth in the Idaho Tort Claims Act. Such indemnification shall in no event exceed the amount of loss, damages, expenses or attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to the negligence of Sponsor.

**SECTION III.** That the Sponsor shall:

1. Pay to the State before the advertisement for bids, the amount of Three Hundred Seventy-Two Thousand Nine Hundred Seventy Dollars (\$372,970), which is the Sponsor's estimated share of the cost for construction plus preliminary engineering, and construction engineering & inspection (CE&I), and after deducting credit for the Sponsor's previous deposit as applies to Preliminary Engineering, in-kind services to be performed by the Sponsor, and the Sponsor's match for the consulting agreement. These costs and the Sponsor's match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering, inspection and contingencies will be approximately 16.74% of the total construction cost.
2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor's portion of such excess cost.
3. Designate Chris Canfield, Assistant Public Works Director, as its agent to administer the project in accordance with the plans and specifications in the

manner required by applicable state and federal regulations. The designated agent will prepare all monthly and final contract estimates and change orders, and submit all change orders to the State for their review and approval.

4. Designate Sponsor personnel to provide construction inspection, sampling and testing (IS&T) services on the project as detailed in Exhibit B to this Agreement.
5. Estimate the anticipated project completion costs when construction costs reach 85% of the funds that have been obligated for the project. The Sponsor shall monitor construction costs, and if costs are anticipated to exceed 105% of the total project costs, provide for additional funding necessary to complete the project.
6. Submit invoices to the State on a monthly basis for the contract administration costs of this project, to be credited toward the Sponsor's match per Section II, Paragraph 10 of this Agreement.
7. Submit contract estimates of construction costs to the State on a monthly basis.
8. Upon receipt of the statement referred to in Section II, Paragraph 14 indicating an adjustment in cost against the Sponsor, promptly remit such amount to the State.
9. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
10. To the extent provided by the Idaho Tort Claims Act, indemnify, save harmless, and defend, regardless of outcome the State from expenses of, and against suits, actions, claims, or losses of every kind, nature, and description, including costs, expenses, and attorney

fees that may be incurred by reason of any negligence of the Sponsor in the work which is the subject of this Agreement.

**EXECUTION**

This Agreement is executed for the State by its Highways Construction and Operations Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Idaho Falls.

**IDAHO TRANSPORTATION DEPARTMENT**

\_\_\_\_\_  
Division Administrator  
Highways Construction and Operations

**ATTEST:**

**CITY OF IDAHO FALLS**

\_\_\_\_\_  
City Clerk  
  
(SEAL)

\_\_\_\_\_  
Mayor

By regular/special meeting  
on \_\_\_\_\_.

hm:14024 SLAConst



## RESOLUTION

**WHEREAS**, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, for construction of the intersection of E 17<sup>th</sup> St and S Woodruff; and

**WHEREAS**, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

**WHEREAS**, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

**WHEREAS**, The **STATE** can only pay for work associated with the State Highway system; and

**WHEREAS**, the **CITY** is fully responsible for its share of project costs; and

### **NOW, THEREFORE, BE IT RESOLVED:**

1. That the Agreement for Federal Aid Highway Project A014(024) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

## CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Idaho Falls, held on \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
City Clerk

**WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS**

Key No: 14024

Project No: A014(024)

Project Name: Int E 17th St and S Woodruff

Sponsor: City of Idaho Falls

Description of work: This project will improve vehicle capacity, pedestrian accomodation and storm drain function at the intersection of 17th Street and Woodruff Avenue in Idaho Falls.

Date of State/Local Agreement for Project Development: 5/12/2016

**TOTAL ESTIMATED COST OF CONSTRUCTION** *Includes E&C* \$4,053,000  
**APPROVED FORCE ACCOUNT WORK** \$0  
**PLUS PE BY STATE** *(from 2101)* \$10,000  
**PLUS PC** *(from PC Agreements)* \$370,781  
**MINUS ALL NON-PARTICIPATING PARTICIPATING TOTAL** \$4,173,781

**MATCH PERCENTAGES**

**PERCENTAGE AMOUNTS**

**MINUS FEDERAL MAXIMUM**

**ADD OVERAGE** *( If Any To Local )*

**LOCAL SHARE OF CONSTRUCTION AMOUNT**

| FEDERAL        | LOCAL        |
|----------------|--------------|
| 92.66%         | 7.34%        |
| \$3,867,425.47 | \$306,355.53 |
| \$0            |              |
| 3,867,425      | \$0          |
|                | \$306,356    |

**ADJUSTMENTS**

**PLUS ALL NON-PARTICIPATING** *(From above if work by contract)* \$260,000

**MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE** *(from PD Agreement)* \$10,000

**MINUS APPROVED IN-KIND WORK** \$156,171

**MINUS PRELIMINARY ENGINEERING PAID BY LOCAL** \$27,215

*(If LPA has not rec'd reimbursement, use actual PC dollars paid by LPA)*

*(If LPA has rec'd reimbursement, use local match % of actual PC dollars paid by LPA)*

*(Amounts must be supported by District Records Inspector Audit)*

**CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS** \$372,970

Comments:

|   |              |
|---|--------------|
| Construction Estimate (CN):                     | \$ 3,249,287 |
| Construction Estimate Local Participation (CN): | \$ 260,000   |
| Non-Bid Items :                                 | \$ -         |
| Contingencies (5%):                             | \$ 162,464   |
| Construction Engineering (CE&I 8.41%):          | \$ 273,198   |
| Construction Administration (CL 3.13%):         | \$ 101,552   |
| Construction Administration (CE .20%):          | \$ 6,499     |
| <b>Totals:</b>                                  | \$ 4,053,000 |

PREPARED BY: Heather Parker

Date: 9/7/2021

## **EXHIBIT B**

### **Construction Inspection, Sampling and Testing Services**

The Sponsor shall provide services relating to office and field documentation, Verification Sampling & Testing of materials and inspection staff. The Sponsor shall provide oversight and coordination activities of the project staff which will include Sampler/Testers with the necessary Western Alliance for Quality Transportation Construction (WAQTC) qualifications and skills to perform all associated tests for Aggregate, Embankment & Base/In-Place Density, Asphalt and Concrete. Inspectors shall be IQP (ITD) Certified Inspectors with sufficient skills and experience to assist in administration of this construction project, from project start up, throughout the duration of the construction activities and through project closeout. The project will be administered to ensure compliance with the following contract documents: Special Provisions, sealed Project Drawings and Plans; 2012 (or current) Idaho Standard Specifications for Highway Construction; January 2013 (or current) Supplemental Specifications; July 2013 (or current) QC/QA Special Provisions (QASP); SP-SA Special Provisions- Federal Aid; and all addenda issued prior to bid opening.

The Sponsor shall provide the qualified personnel as necessary to effectively carry out its responsibilities under this agreement.

*The work required by this project is as follows:*

#### **I. Construction Administration**

This consists of all necessary efforts to administer the project construction contract under the direction of the Idaho Transportation Department (ITD). The Sponsor will be responsible to ensure the project is completed and accepted by the ITD and the Federal Highway Administration (FHWA). This will require interpretation of the plans, coordination of changes to the project, assistance in processing change orders, resolving disputes, claims analysis, and all other engineering tasks normally handled by a Project Engineer/Manager. In addition, the Sponsor shall provide photographic equipment, safety equipment as well as any other necessary items to perform the work. Quality and quantity of these items shall meet with ITD approval. Sponsor is to provide all necessary personnel safety equipment in accordance with OSHA, MSHA, Department of Labor, FHWA, MUTCD and ITD standards and conduct safety reviews/inspections as necessary to ensure a safe work environment.

The Sponsor shall:

1. Under the direction of ITD, act as the Resident Engineer's authorized representative as defined in the Contract Documents. The extent and limitation of the duties, responsibilities and authority of the Engineer as assigned in said Contract Documents shall not be modified, except as the Engineer may otherwise agree in writing. Serve as ITD's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents.
2. Provide general contract administration on the construction contract in accordance with the ITD Contract Administration Manual, and assist the Project Manager in monitoring Contractor's compliance with contract requirements. Notify Resident Engineer when Contractor is found in non-compliance.
3. Analyze the plans, specifications, special provisions and other contract documents, and recommend to the ITD any necessary or desirable changes to accomplish the project in accordance with the plans and specifications.
4. Attend and assist in the facilitation of pre-construction conferences, partnering meetings, job conferences, weekly coordination meetings, pre-operational meetings, public information meetings, and other project related meetings. Take and maintain notes of all meetings and conferences and then distribute copies to participants within one week.
5. Document any project delay or potential delay caused by conflicts or utilities.

6. Analyze the Contractor's work schedule (Critical Path Diagram, CPM) when submitted and make recommendations to the ITD regarding any changes, or needed changes, to the schedule. Monitor the Contractor's adherence to the work schedule during construction.
7. Maintain a complete set of project records, including daily diaries, quantities for pay items, progress estimates, material deliveries and correspondence.
8. Maintain a daily record of each pay item for the progress estimate. Quantities will be based on daily records and calculations. All such records will be retained.
9. Prepare pay items for posting to ledgers in accordance with established procedures and submit to the ITD with recommendation for payment. The recommendation will be based on such observations and review that, to the best of the Sponsor's knowledge, information and belief, the contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents, and the conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled.
10. Track and maintain a log on all shop drawing and/or sample submittal and encourage all reviewers to complete their review in a timely manner. Deficiencies will be immediately reported to the ITD.
11. Identify and monitor all project permit requirements and notify the Contractor and ITD immediately when violations or potential violations occur.
12. Upon notice by the Contractor of pending claims for extra work or work beyond the original scope, maintain accurate records showing actual cost of such work.
13. Analyze and make recommendations to the ITD on all requests received from the Contractor for time extensions, contract changes, and extra work.
14. Coordinate all contract changes with the Contractor, ITD, and others as required.
15. Monitor and reinforce each Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with ITD procedures. This includes verifying Contractor and Subcontractor's payrolls for format classification, pay scale, timely submissions, and concurrence with field reviews. Maintain filing system for payrolls and labor interviews and notify contractors on incorrect classification, pay scales, etc.
16. Monitor and reinforce each Contractor's compliance with contract provisions in regard to Equal Employment Opportunity and Affirmative Action and check job site at least once to verify bulletin board and posters adhere to the contract. Coordinate corrective actions with the ITD.
17. Monitor and reinforce each Contractor's compliance with contract provisions in regard to environmental provisions and permits.
18. Assist ITD in preparing for any litigation or other action that may arise. Prepare claim package in accordance with Memo No. 28 of the Contract Administration Manual on all claims of ITD and Contractor relating to the acceptability of the Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Contractor's work.

## **II. Survey Control**

The Sponsor shall be responsible for verifying the existence and accuracy of location for all reference points and baseline control points indicated on the plans. In performing verification surveys of construction layout, the Sponsor shall:

1. Make and record such measurements as necessary to calculate and document quantities for pay items.
2. Do independent check and verify line, grade, and structure layout.
3. Perform incidental engineering surveys as directed to carry out the services covered by this agreement and to verify and confirm the accuracy of the contractor's survey layout work. All survey work shall be performed under the supervision of a Surveyor registered in Idaho.

### **III. Project Inspection**

There are four distinct and independent areas of inspection and materials testing associated with this project which is as follows:

- Materials Quality Control (QC) and acceptance sampling and testing and inspection when materials are installed into the work by the Contractor.
- Materials verification sampling and testing and inspection to verify the results of the acceptance testing and inspection performed by the Contractor.
- Independent Assurance evaluations will be performed by ITD Materials Section.
- Dispute resolution sampling and testing.

The Sponsor shall coordinate any IA inspections that may be required with ITD.

This includes all work necessary to monitor the Contractor's work in progress to verify the work is in substantial conformance with the Contract Documents. ITD must approve all the inspectors working under this agreement before doing any work on this project. All inspectors will meet the requirements outlined in the Contract Administration Manual, Section 114. Inspectors shall be IQP (ITD) certified Inspectors with sufficient skills and experience to assist in administration of this construction project, from project start up, throughout the duration of the construction activities and through project closeout.

The Sponsor shall provide construction inspection as needed to ensure a quality project. Senior inspectors shall be high school graduates (or GED equivalent) with a minimum of eight (8) years of experience in construction inspection. Inspectors shall be high school graduates (or GED equivalent) with at least three (3) years experience in construction inspection. Inspectors in charge of reviewing the contractor's traffic control shall be TCI IQP certified.

The Sponsor shall:

1. Conduct on-site inspection of the Contractor's work in progress to determine if the work is in accordance with the Contract Documents. Prepare daily reports on ITD forms recording the Contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as the case of observing test procedures; maintain in the project files, and send copies to ITD on a weekly basis.
2. Assist in enforcing the current ITD safety policy and the safety provisions of the contract. Take immediate action if warranted and report immediately to ITD the occurrence of: safety deficiencies, incidences, hazardous environmental conditions, emergencies, or acts of God endangering: personnel, work, property or the environment.
3. Report to ITD whenever part of the Contractor's work in progress may not produce a completed project that conforms to the Contract Documents or may prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.

4. Identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.
5. Receive and review all certificates of inspections, tests, and approvals required by the Contract Documents.
6. Check measurements of pay quantities for accuracy, as requested by the ITD, and prepare required documentation for processing of payment to the Contractor.

The frequency and scope of inspections will vary with the work activity being performed; however, the Sponsor shall perform inspection services in accordance with ITD's procedures, policies, directives and industry-accepted standards.

#### *IV. Material Testing*

This task includes all work to determine that the materials supplied and constructed by the Contractor meet the conditions set forth in the contract documents. All sampling and testing personnel working under this agreement must meet the requirements outlined in the Contract Administration Manual, Section 114, for testing and sampling which they perform. All samplers and testers must be accepted by the ITD before performing any work on this project. All testing must be performed at a laboratory qualified through the ITD Laboratory Qualification Program.

The Sponsor shall provide oversight and coordinate the activities of their staff which will include Sampler/Testers with the necessary WAQTC qualifications and skills to perform all associated tests. ITD will provide IA Inspectors and IA testing will be performed by ITD. Materials Verification Testing and inspection duties shall include, but not be limited to asphalt pavement, soils, aggregate, structural and non-structural concrete, conduit installation, incidental items and traffic control operations, and preparation of QC/QA data analysis and review. All work shall be performed in accordance with the project plans, special provisions, ITD Standard Specifications, ITD QA-SP, the ITD Quality Manual and other appropriate standards. The Sponsor will provide all sampling equipment, disposable molds for casting concrete cylinders, sample cartons, sample bags, and other expendable type testing supplies.

The Sponsor shall:

1. Perform project on-site sampling and testing of component materials and completed work items to verify that the materials and workmanship incorporated in each project are in substantial conformity with the plans, specifications and contract provisions. The Sponsor shall meet the minimum sampling frequencies and other provisions as contained in the contract documents, QA Special Provision, ITD Quality Manual, and as required due to project phasing, or other factors which could affect minimum testing frequencies.
2. Keep ITD informed about schedules for sampling and testing on each project and ensure that all documentation reports on sampling and testing are completed and submitted the same week the work is done or as otherwise directed.
3. Monitor the Contractor's Quality Control Plan pursuant to QC/QA Special Provisions. Insert the acceptance and verification testing results into the electronic QC/QA statistical analysis spreadsheet for aggregates and asphalt pavement pay items and forward this spreadsheet via email to the proper ITD representative.
4. Be responsible for transporting samples to be tested in an ITD laboratory or other laboratory to the appropriate laboratory.
5. The responsibility for control of concrete production is assigned to the Contractor. The Sponsor shall provide daily monitoring of the Contractor's Quality Control activities at the project site and perform acceptance sampling and testing at the specified frequency.

6. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by the Contractor. Make recommendations to the ITD for change orders before allowing any substitutes.
7. Compile and maintain in current status, the Materials Summary Log and applicable QC/QA data entry in accordance with the ITD Policy (MAP's Program).

## **V. Project Closeout**

This task involves acquiring and preparing the necessary project closeout documents, which shall include all supporting records. The Sponsor shall:

1. Verify to ITD that all the necessary documents have been received for submission of contractor's affidavit of payment.
2. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.
3. Promptly conduct an inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of ITD and the Contractor, to determine if the work is Substantially Complete. If there are no objections from ITD and the Sponsor considers the work substantially complete, the Sponsor shall deliver a certificate of substantial completion to ITD and the Contractor.
4. Participate in a final inspection, to include representatives from ITD, to determine if the completed work by the contractor is acceptable so that the Sponsor may recommend in writing, final payment to the Contractor. Accompanying the recommendation for final payment, the Sponsor shall also provide a notice that the work is acceptable to the best of their knowledge, information and belief and based on the extent of the services provided under this agreement.
5. Prepare and furnish to ITD record plans showing appropriate record information based on project annotated documents received from the Contractor. Supply two (2) sets of red marked plans depicting all changes to the original contract will be supplied to ITD.

# Memorandum

File #: 21-250

City Council Meeting

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Tuesday, September 14, 2021  
**DEPARTMENT:** Public Works

## Subject

State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Science Center Drive; North Boulevard to Holmes Avenue project.

## Council Action Desired

- ☐ Ordinance
 ☒ Resolution
 ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approval of the State Local Agreement and Resolution with ITD for the Science Center Drive; North Boulevard to Holmes Avenue project and authorization for Mayor and City Clerk to sign the documents or take other action deemed appropriate.

## Description, Background Information & Purpose

Attached for your consideration is a State Local Agreement for project development with ITD to reconstruct the intersection of North Boulevard and Science Center Drive, including the construction of new traffic signal and rehabilitating the pavement on Anderson Street from North Boulevard to Holmes Avenue.

## Alignment with City & Department Planning Objectives



This agreement supports the community-oriented results of reliable public infrastructure and transportation by improving traffic operations and rehabilitating the existing pavement within the proposed project limits.



**Interdepartmental Coordination**

Project reviews will be conducted with all necessary city departments to ensure coordination of project activities.

**Fiscal Impact**

The total cost of the project is anticipated to be \$1,356,000.00. This agreement requires city financial contribution toward the project with a match rate of 7.34% for an estimated total of \$99,530.00.

**Legal Review**

The Agreement has been reviewed by the City Attorney.

2-38-07-4-STR-2021-07  
2021-69

**STATE/LOCAL AGREEMENT  
(PROJECT DEVELOPMENT)**

**PROJECT NO. A022(008)  
SCIENCE CENTER; N BLVD TO HOLMES  
CITY OF IDAHO FALLS  
BONNEVILLE COUNTY  
KEY NO. 22008**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF IDAHO FALLS, acting by and through its Mayor and Council, hereafter called the Sponsor.

**PURPOSE**

The Sponsor has requested that the State include in its Idaho Transportation Investment Program the Local Highway Safety Improvement Program (LHSIP) Project with Key No. 22008, described as upgrade to the existing span wire signal and controller system to a pole and mast arm traffic signal at the intersection of Science Center Drive and N Blvd. Project development is to be performed by Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

**NOTE:** Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

## **SECTION I. GENERAL**

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development and right of way is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current **estimated** funding is as follows:
  - a. **Project Development - \$130,000**
    - (PE-\$5,000, PL-\$15,000, PC-\$110,000)
  - b. **Right-of-Way - \$11,000**
  - c. **Utilities - \$0**
  - d. **Construction Engineering - \$80,000**
    - a. (CE-\$5,000, CL-\$20,000, CC-\$55,000)
  - e. **Construction - \$1,135,000**
  - f. **Total Estimated Project Costs - \$1,356,000**
3. The Sponsor's match for this project will be provided as follows:
  - a. Cash in the amount of 7.34 percent of the entire project (current **estimate** \$99,530);
4. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:  
<https://apps.itd.idaho.gov/PayITD> .
5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site:  
<http://itd.idaho.gov/manuals/ManualsOnline.htm>.
6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.
7. If the project is terminated by the Sponsor prior to completion, the Sponsor shall repay to the State all

federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.

8. Sufficient Appropriation. It is understood and agreed that the State and the Sponsor are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate the State or the Sponsor beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State and the Sponsor reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

**SECTION II.** That the State shall:

1. Provide the following services incidental to the project development:
  - a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
  - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
  - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
  - d. Provide a hearing officer to conduct a formal public hearing as necessary.
  - e. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate.

- f. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
  - g. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.
  - h. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
  - i. Print and assemble plans, special provisions, specifications and contracts.
  - j. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
- 2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
  - 3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
  - 4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated by the Sponsor prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.
  - 5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

**SECTION III.** That the Sponsor shall:

- 1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **FIVE THOUSAND DOLLARS (\$5,000)**, estimated to be the total expense to the State. In addition, pay to the

State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3. These funds will be credited towards the Sponsor's match on the project.

2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated by the Sponsor prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for and hold a formal public hearing if required in accordance with the Idaho Open Meetings Law.
6. If requested by a utility company, hold hearings before the City Council or Board of Commissioners. The Sponsor will issue orders to the utilities.
7. Right of Way
  - a. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
  - b. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project unless the property value meets the requirements in Idaho Code Section 54-4105(5) and 49 CFR 24.102.
  - c. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
  - d. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
  - e. Before initiating negotiations for any real property

required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.

- f. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
  - g. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
  - h. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
  - i. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
8. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any



right-of-way donations obtained, which may be credited as a matching share.

9. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
10. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
11. Comply with Attachment 1 attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
12. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
13. Comply with all other applicable State and Federal regulations.

**EXECUTION**

This Agreement is executed for the State by its Highways Construction & Operations Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Idaho Falls.

**IDAHO TRANSPORTATION DEPARTMENT**

\_\_\_\_\_  
Division Administrator  
Highways Construction & Operations

**ATTEST:**

**CITY OF IDAHO FALLS**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

(SEAL)

By regular/special meeting  
on \_\_\_\_\_.

cf: 22008 SLAPD

## RESOLUTION

**WHEREAS**, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, for project development of the Science Center; N. Boulevard to Holmes Project; and

**WHEREAS**, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

**WHEREAS**, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

**WHEREAS**, The **STATE** can only pay for work associated with the State Highway system; and

**WHEREAS**, the **CITY** is fully responsible for its share of project costs; and

### **NOW, THEREFORE, BE IT RESOLVED:**

1. That the Agreement for Federal Aid Highway Project A022(008) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

## CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Idaho Falls, held on \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
City Clerk

## ATTACHMENT 1

### 1050.20 Appendix A:

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

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.  
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the Consultant until they have achieved compliance;
  - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
  - Cancellation, termination or suspension of the Agreement, in whole or in part;
  - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

### 1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, ( 49 USC § 4 71, Section 4 7123 ), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

### **Implementation Procedures**

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI

compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

#### **Discrimination Complaint Procedure**

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department  
Equal Employment Opportunity Office – External Programs  
EEO Manager  
PO Box 7129  
Boise, ID 83707-1129  
208-334-8884

Federal Highway Administration  
Idaho Division Office  
3050 Lakeharbor Lane, Suite 126  
Boise, ID 83703  
208-334-9180

### **Sanctions**

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office  
Revised: 03-09, 08-10, 08-17

# Memorandum

File #: 21-252

City Council Meeting

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Tuesday, September 14, 2021  
**DEPARTMENT:** Public Works

## Subject

Professional Services Agreement with Stantec Consulting Services, Inc. for Wastewater Treatment Plant Biogas Cogeneration project.

## Council Action Desired

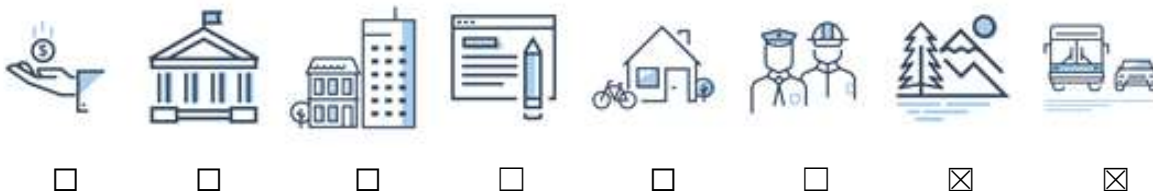
- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approval of a Professional Services Agreement and authorization for Mayor and City Clerk to execute the document or take other action deemed appropriate.

## Description, Background Information & Purpose

The purpose of this Agreement is to establish a contract with Stantec Consulting Services, Inc. to investigate biogas utilization options at the Wastewater Treatment Plant that may put the potential energy to beneficial use.

## Alignment with City & Department Planning Objectives



This project supports the community-oriented results of environmental sustainability and reliable public infrastructure by evaluating potential beneficial uses of biogas produced at the Wastewater Treatment Plant.

## Interdepartmental Coordination



Project reviews will be conducted with all necessary city departments to ensure coordination of project activities.

**Fiscal Impact**

The agreed cost to perform services is a not to exceed amount of \$144,223.00 and will be paid for entirely by the Wastewater Fund. Sufficient funding and budget authority exist to complete the work associated with the Agreement.

**Legal Review**

The Agreement was prepared by the Legal Department.

2-37-35-1-SWR-2020-37  
2021-67

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE  
IDAHO FALLS WASTEWATER TREATMENT PLANT BIOGAS  
COGENERATION PROJECT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE IDAHO FALLS WASTEWATER TREATMENT PLANT BIOGAS COGENERATION PROJECT ("Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, 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 ("CITY"), and Stantec Consulting Services, Inc., 727 E. Riverpark Lane, Suite 150, Boise, Idaho 83706 ("CONSULTANT").

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

WHEREAS, CITY desires to retain an engineering firm to provide professional engineering services to support the Wastewater Treatment Plant Biogas Cogeneration project at CITY's Wastewater Treatment Plant; and

WHEREAS, CITY Public Works Department has selected CONSULTANT to provide such professional engineering services; and

WHEREAS, CONSULTANT does provide professional engineering services.

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

**SECTION I: SCOPE OF WORK**

The following is a proposed Scope of Work to investigate biogas utilization options that may put the energy to beneficial use and reduce both electric utility costs and carbon footprint ("Project"). Phases 2 and 3 would include final design and construction services which are not included in this scope of work.

**A. General Assumptions:**

The following Scope of Work is prepared for Phase I of the Project. Scope of Work for Phase II (Pre-Procurement and Design) and Phase III (Construction Support) shall follow selection of the cogeneration alternative. Additional assumptions for the work include:

1. All technical memoranda (TM) shall include draft versions for CITY review prior to finalization.
2. Meetings held virtually unless otherwise noted herein.
3. All critical calculations and deliverables shall be reviewed by qualified independent reviewers.
4. CITY reviews are to be completed within two (2) weeks.

## B. Objectives:

For the Phase I Evaluation, CONSULTANT shall:

1. Develop and provide information to help CITY better understand biogas utilization strategies through our kickoff meeting discussions and visits to operating facilities.
2. Evaluate alternatives based on cost and basic non-economic criteria to select an alternative that best meets CITY's Project objectives.
3. Develop concept level layouts and costs for biogas utilization alternatives and future planning.
4. Provide technical memos and an executive summary for CITY to use for planning and funding of a biogas utilization project.

## C. Tasks

### TASK 1: Project Management.

The Project management and coordination work shall include:

- 1.1 Project Management Plan.  
CONSULTANT shall prepare a basic workplan or Project management plan (PMP) that generally defines the delivery approach, staffing, responsibilities, quality, schedule, risks and project deliverables that shall be a baseline guide and a working document throughout the project including the potential future phases. This document shall be a working document to be used throughout the design and construction phases.
- 1.2 Progress Report Meetings.  
CONSULTANT shall coordinate monthly Progress Meetings and keep CITY advised of the status of Phase 1. The meetings are expected to be virtual, averaging sixty (60) minutes in duration with agendas prior to the meetings and notes distributed within two (2) working days after the meeting. Separate technical workshops may be scheduled outside of these monthly progress meetings.
- 1.3 Internal Team Coordination.  
CONSULTANT shall participate in bi-weekly internal meetings with the evaluation team including coordination with subconsultant(s) and design leads to coordinate discipline status, identify risks, and provide a forum for issues or questions that need to be communicated or coordinated with CITY or that need further attention within the design team.
- 1.4 Progress Tracking and Reporting.  
CONSULTANT shall prepare and maintain tracking tools for monthly reporting and invoicing for reporting to CITY. The invoicing shall include monthly status updates on an agreed to hourly rate as identified in the Agreement.

#### Assumptions:

1. Effort includes coordinating with subconsultant(s) and managing associated invoices.
2. Invoicing shall be performed monthly unless otherwise communicated.
3. Technical review meetings and workshops are not part of this task.
4. Progress reporting meetings with CITY are assumed to be virtual unless otherwise noted.
5. Change logs and other documentation requested by CITY shall be kept and maintained on an MS Teams Sharepoint site and reviewed in the monthly progress meetings. The Sharepoint site shall be available for CITY and CONSULTANT.

#### Deliverables:

1. Draft and Final PMP
2. Progress Report Meeting Agenda and Notes
3. Monthly Invoices

#### TASK 2: Project Kickoff, Data Gathering and Workshop

The effort in this task includes Data Gathering, Project Kick-off, Existing Gas Usage Evaluation, Technology Site Visits, and establish the Evaluation Criteria.

##### 2.1 Data Gathering.

CONSULTANT shall work with CITY to develop data and information requests. CONSULTANT shall collect and review all pertinent data including record drawings, geotechnical data, survey, population, and plant operational data. This collection shall also include requests from CITY to provide any information needed for the development of the preliminary engineering effort. Data collected shall be summarized and included a Project Needs and Objectives Technical Memorandum.

##### 2.2 Project Kickoff.

CONSULTANT shall coordinate and facilitate a four (4) hour project kickoff session. The effort shall include a two (2) hour site visit to examine existing systems, gather equipment information, compile operational experience, successes, and concerns. The site visit shall be followed by a two (2) hour meeting to present an overview of biogas utilization options, site considerations, and current and projected digester loading rates and biogas production rates. The meeting shall also include development of non-economic selection criteria for the biogas alternatives.

##### 2.3 Technology Site Visits.

CONSULTANT shall schedule, coordinate, and facilitate a visit to Pocatello WRF to tour their existing cogeneration equipment and facilities. Two (2) CONSULTANT members shall accompany city to assist with questions and take notes.

Assumptions:

1. Site visit to Pocatello shall include questions and discussion topics shall be developed for the site visits discussions and notes summarizing the site visits shall be prepared and distributed after the site visits.
2. CONSULTANT shall be entitled to reasonably rely upon the information and data provided by CITY or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included herein.
3. Kick-off session to be attended by three (3) CONSULTANT members.

Deliverables:

1. Project Kickoff Notes
2. Technology Site Visit Notes
3. Evaluation Criteria Meeting Notes
4. TM 1 – Project Needs and Objectives

TASK 3: Alternative Evaluation

- 3.1 CONSULTANT shall evaluate the following biogas alternatives:

Biogas fueled combined heat and power systems:

- a. engine generators
- b. microturbines

Both options shall be compared against the current system (status quo/no change). The work shall include coordination with the electric utility (Idaho Falls Power) to identify system requirements, interconnection requirements, and likely rate structures. For each alternative, prepare a site plan and building layout (plan view only), capital, O&M, and life cycle cost estimate, and an assessment of the non-financial criteria as determined in previous meetings. This information shall be developed and summarized in an Alternatives Summary and Costs Technical Memorandum. Each alternative shall be reviewed and ranked with CITY in an Alternative Evaluation Workshop and compiled in a Recommended Alternatives and Implementation Plan Technical Memorandum.

- 3.2 Alternatives Evaluation and Recommendation Workshop.  
CONSULTANT, in hybrid meeting format, shall graphically present the two (2) alternatives as developed and gather CITY input. CONSULTANT shall also present a PowerPoint summarizing the data gathered, capital, and lifecycle cost analysis and

summary of non-economic criteria assessment. Collaboratively the Project Team (CITY and CONSULTANT) shall evaluate and confirm the alternatives using the life cycle costs along with non-economic criteria and confirm which alternative is recommended.

Assumptions:

1. Alternative Evaluation and Recommendation Workshop is expected to be held via hybrid in-person and virtually and two (2) hours in duration with meeting agenda and notes distributed before and after the meeting.
2. Utility coordination is limited to request of utility information and two (2) thirty (30) minute conference calls with two (2) CONSULTANT staff to solicit connection requirements and solicit approximate rate structure expectations.
3. The costs estimates or Opinions of Probable Construction Cost (OPCC) shall be Class 5 estimates. A Class 5 OPCC is generally prepared based on very limited information, and subsequently has wide accuracy ranges. A Class 5 effort virtually always uses stochastic estimating methods such as cost/capacity curves and factors, scale of operations factors, Lang factors, Hand factors, Chilton factors, Peters-Timmerhaus factors, Guthrie factors, and other parametric and modeling techniques. The typical accuracy ranges are -20% to -50% on the low side, and +30% to +100% on the high side, depending on the technological complexity of the project, appropriate reference information, and the inclusion of an appropriate contingency determination. Class 5 costing is typically used for assessing initial project viability, analysis of alternates, or long-range planning.

Deliverables:

1. Workshop and Meeting Agenda and Notes
2. TM2 – Alternatives Summary and Recommendation

TASK 4. Summary of Preferred Alternative

CONSULTANT shall prepare a project Executive Summary (including budget and schedule) based on meetings and TMs 1 and 2. The Executive Summary shall support CITY in Project overview meeting(s) with stakeholders and be used as a reference document for the potential budgeting and follow-on final design.

4.1 Stakeholder Meeting

CONSULTANT shall provide the draft Executive Summary and slide deck a minimum of three (3) weeks prior to Stakeholder meeting for CITY review and comment. CONSULTANT to attend one (1) virtual meeting with CITY to review executive summary and slide deck with CITY a minimum of two (2) weeks prior to a Stakeholder meeting. CONSULTANT shall revise the executive summary and slide deck following virtual review meeting and submit electronically to city. Two (2) CONSULTANT members to attend, present slide deck, be prepared for questions at one (1), 1.5-hour Stakeholder Meeting in Idaho Falls.

Assumptions:

1. CITY to review Executive Summary and slide deck in two (2) weeks.
2. CITY shall coordinate with the stakeholders.
3. CITY to identify key stakeholders, invite, and provide administrative staff for sign-in etc. at the Stakeholder Meeting
4. Stakeholder meeting one and a half (1.5) hour duration
5. Five (5) written responses to follow-up Stakeholder comments and or questions after Stakeholder Meeting

Deliverables:

1. Executive Summary
2. Project Overview Slide Deck
3. Stakeholder Meeting Notes

Optional Task(s):

1. In the Kickoff Meeting and alternatives development, include an RNG alternative for delivery of biogas to an offsite natural gas pipeline.
2. On-site Gas Use Evaluation Optimization.  
CONSULTANT shall evaluate the existing biogas system at the WWTP and determine if there are any on-site demands or unidentified biogas enhancement opportunities not being utilized in case offsite option (power) is not selected. Additionally, each alternative shall be evaluated for impacts from optimized biogas productions with potential co-digestion of FOG or other high energy waste stream. These findings and associated write-ups would be incorporated into TMs indicated herein.

**SECTION II:**

A. Independent Contractor.

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

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement.



2. The fee is compensated by time and materials not-to-exceed one hundred forty-four thousand two hundred twenty-three dollars (\$144,223) as shown on the Fee Schedule in Attachment A along with the rate table shown in Attachment B.

3. Invoices shall be paid by CITY in the currency of the jurisdiction in which Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and shall entitle CONSULTANT, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest shall accrue on accounts overdue by thirty (30) days at the lesser of one point five (1.5%) percent per month (eighteen (18%) percent per annum) or the maximum legal rate of interest.

4. Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses shall be invoiced in addition to labor fees.

a. Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges shall be charged as invoiced to CONSULTANT with a ten percent (10%) markup.

b. Unless otherwise noted, the fees in this Agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes shall be added to all invoices as required.

c. Where the Services or services conditions change, CONSULTANT shall submit to CITY, in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

d. Unless otherwise specified, charges for Services are based on CONSULTANT's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, CONSULTANT's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

#### C. Project Schedule

Phase 1 is expected to be complete by February 15, 2022, provided the work can be started by September 27, 2021. The preliminary Project schedule is shown on Attachment C with additional detail.

#### D. Special Terms and Conditions

1. CITY responsibilities:

a. CITY shall provide to CONSULTANT in writing, CITY's total requirements in connection with the Project, including the Project budget and time constraints. CITY shall make available to CONSULTANT all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information and data furnished by CITY, including information and data originating with other consultants employed by CITY whether such consultants are engaged at the request of CONSULTANT or otherwise. Where such information or data originates either with CITY or its consultants then CONSULTANT shall not be responsible to CITY for the consequences of any error or omission contained therein.

b. When required by CONSULTANT, CITY shall engage specialist consultants directly to perform items of work necessary to enable CONSULTANT to carry out the Services. Whether arranged by CITY or CONSULTANT, these services shall be deemed to be provided under direct contracts to CITY unless expressly provided otherwise.

c. CITY shall give prompt consideration to all documentation related to the Project prepared by CONSULTANT and whenever prompt action is necessary shall inform CONSULTANT of CITY's decisions in such reasonable time so as not to delay the schedule for providing the Services.

d. When applicable, CITY shall arrange and make provision for CONSULTANT's entry to the Project site as well as other public and private property as necessary for CONSULTANT to perform the Services. CITY shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay CONSULTANT in the performance of the Services.

2. CONSULTANT's responsibilities:

a. CONSULTANT shall furnish the necessary qualified personnel to provide the Services. CONSULTANT represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, CONSULTANT shall be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that shall be applied to measure CONSULTANT's performance. There are no other representations or warranties expressed or implied made by CONSULTANT. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by CONSULTANT nor shall

CONSULTANT warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond CONSULTANT's reasonable control. CONSULTANT does not warrant the Services to any third party and CITY shall indemnify and hold harmless CONSULTANT from any demands, claims, suits or actions of third parties arising out of CONSULTANT's performance of the Services.

3. The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME are based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

E. Right to Use Images and Published Materials.

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

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

**SECTION III:**

A. Termination of Agreement.

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

B. Extent of Agreement.

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

C. Project Timeline.

CITY and CONSULTANT shall agree upon a start date. CITY shall make available to CONSULTANT all technical data of record in CITY's possession, including financial, operations, and other information necessary for Project.

D. Termination of Project.

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

E. CONSULTANT's Insurance.

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

F. CONSULTANT's Additional Insurance.

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

G. Indemnification.

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

H. Costs and Attorney Fees.

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

I. Jurisdiction and Venue.

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

J. Binding of Successors.

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

K. Modification and Assignability of Agreement.

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

L. CITY's Representatives.

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

M. Conflict of Interest.

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

N. Ownership and Publication of Materials.

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

O. Non-discrimination.

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

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

ATTEST:

"CITY"  
City of Idaho Falls, Idaho

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

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

"CONSULTANT"  
Santec Consulting Services, Inc.

By Nick Smith  
Nick Smith, P.E.,  
Principal Project Manager

STATE OF IDAHO            )  
                                      ) ss.  
County of Bonneville     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casperson, 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 they are 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.

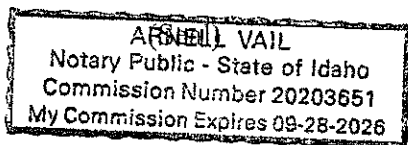
(Seal)

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

STATE OF Idaho )  
 ) ss:  
County of Ada )

On this 7th day of September, 2021, before me, the undersigned, a notary public, in and for said State, personally appeared Nick Smith, P.E., known or identified to me to be the Project Manager for Santec Consulting Services, Inc., and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of Santec Consulting Services, Inc.

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



Arnell Vail  
Notary Public of Idaho  
Residing at: Boise, Idaho  
My Commission Expires: 09-28-2026



# Attachment A - Fee Schedule

| Task         | Task Name                                  | Units         |               |               |                 |                 |                |                  |              |             |                  |              |  | Hours         | Labor           | Expense        | Subs            | Total            |
|--------------|--|---------------|---------------|---------------|-----------------|-----------------|----------------|------------------|--------------|-------------|------------------|--------------|--|---------------|-----------------|----------------|-----------------|------------------|
|              |  | Whitlock, Dru | Rogers, Clint | Fuss, Michael | Smith, Nicholas | Zavaneili, Tony | Hurtess, Jason | Bertoch, Madison | Shiha, Poole | Vall, Annel | Ridgeway, Hilory | Carr, Cheree |  |               |                 |                |                 |                  |
| 1            | Project Management                         | 3             | 4             | 6             | 24              | 4               | 1              | 5                | 1            | 4           | 9                | 5            |  | 63            | \$11,925        | \$0            | \$4,510         | \$16,435         |
| 2            | Project Kickoff, Data Gathering & Workshop | 17            | 14.5          | 26.5          | 13.5            | 4               |                | 17.5             | 7            |             |                  |              |  | 100           | \$22,903        | \$860          | \$27,060        | \$50,763         |
| 3            | Alternatives Evaluation                    | 15            | 12.5          | 12            | 9.5             | 3               | 1              | 14               | 26           | 3           |                  |              |  | 126           | \$24,320        | \$560          | \$19,910        | \$44,730         |
| 4            | Summary of Preferred Alternative           | 4             | 2             | 11            | 9               | 4               |                | 13               | 2            | 2           |                  |              |  | 43            | \$9,115         | \$500          | \$6,050         | \$15,765         |
| 5            | Optional Tasks                             | 14            | 2             | 1             | 1               |                 |                | 10               | 22           | 4           |                  |              |  | 54            | \$9,600         | \$0            | \$6,930         | \$16,530         |
| 5.1          | Evaluate BFG Alternative                   | 8             | 1             | 0.5           | 0.5             |                 |                | 6                | 12           | 2           |                  |              |  | 30            | \$5,355         | \$0            | \$1,870         | \$7,225          |
| 5.2          | Biogas Optimization                        | 6             | 1             | 0.5           | 0.5             |                 |                | 4                | 10           | 2           |                  |              |  | 24            | \$4,245         | \$0            | \$5,060         | \$9,305          |
| <b>Total</b> |  |               |               |               |                 |                 |                |                  |              |             |                  |              |  | <b>77.663</b> | <b>\$77,663</b> | <b>\$1,900</b> | <b>\$64,460</b> | <b>\$144,223</b> |

| Name             |          | Project Billing Rate |          | Total Units (T&M) |          | Fee (T&M) |            |
|------------------|----------|----------------------|----------|-------------------|----------|-----------|------------|
| Whitlock, Dru    | \$260    | \$260                | \$260    | 57                | \$14,980 | \$14,980  | \$13,760   |
| Rogers, Clint    | \$9,100  | \$9,100              | \$9,100  | 35                | \$315    | \$315     | \$2,835    |
| Fuss, Michael    | \$14,980 | \$14,980             | \$14,980 | 56.5              | \$847.5  | \$847.5   | \$7,627.5  |
| Smith, Nicholas  | \$230    | \$230                | \$230    | 7                 | \$1,610  | \$1,610   | \$1,439    |
| Zavaneili, Tony  | \$230    | \$230                | \$230    | 7                 | \$1,610  | \$1,610   | \$1,439    |
| Hurtess, Jason   | \$205    | \$205                | \$205    | 9                 | \$1,845  | \$1,845   | \$1,660.5  |
| Bertoch, Madison | \$165    | \$165                | \$165    | 90.5              | \$14,933 | \$14,933  | \$13,589.5 |
| Shiha, Poole     | \$130    | \$130                | \$130    | 58                | \$7,540  | \$7,540   | \$6,786    |
| Vall, Annel      | \$110    | \$110                | \$110    | 13                | \$1,430  | \$1,430   | \$1,267    |
| Ridgeway, Hilory | \$90     | \$90                 | \$90     | 9                 | \$810    | \$810     | \$729      |
| Carr, Cheree     | \$90     | \$90                 | \$90     | 5                 | \$450    | \$450     | \$405      |
|                  | \$1,000  | \$1,000              | \$1,000  | 1900              | \$1,900  | \$1,900   | \$1,710    |
|                  | \$1,100  | \$1,100              | \$1,100  | 58800             | \$64,680 | \$64,680  | \$58,212   |



## Idaho Falls WWTP Biogas Cogeneration Project, Phase 1 - Evaluation

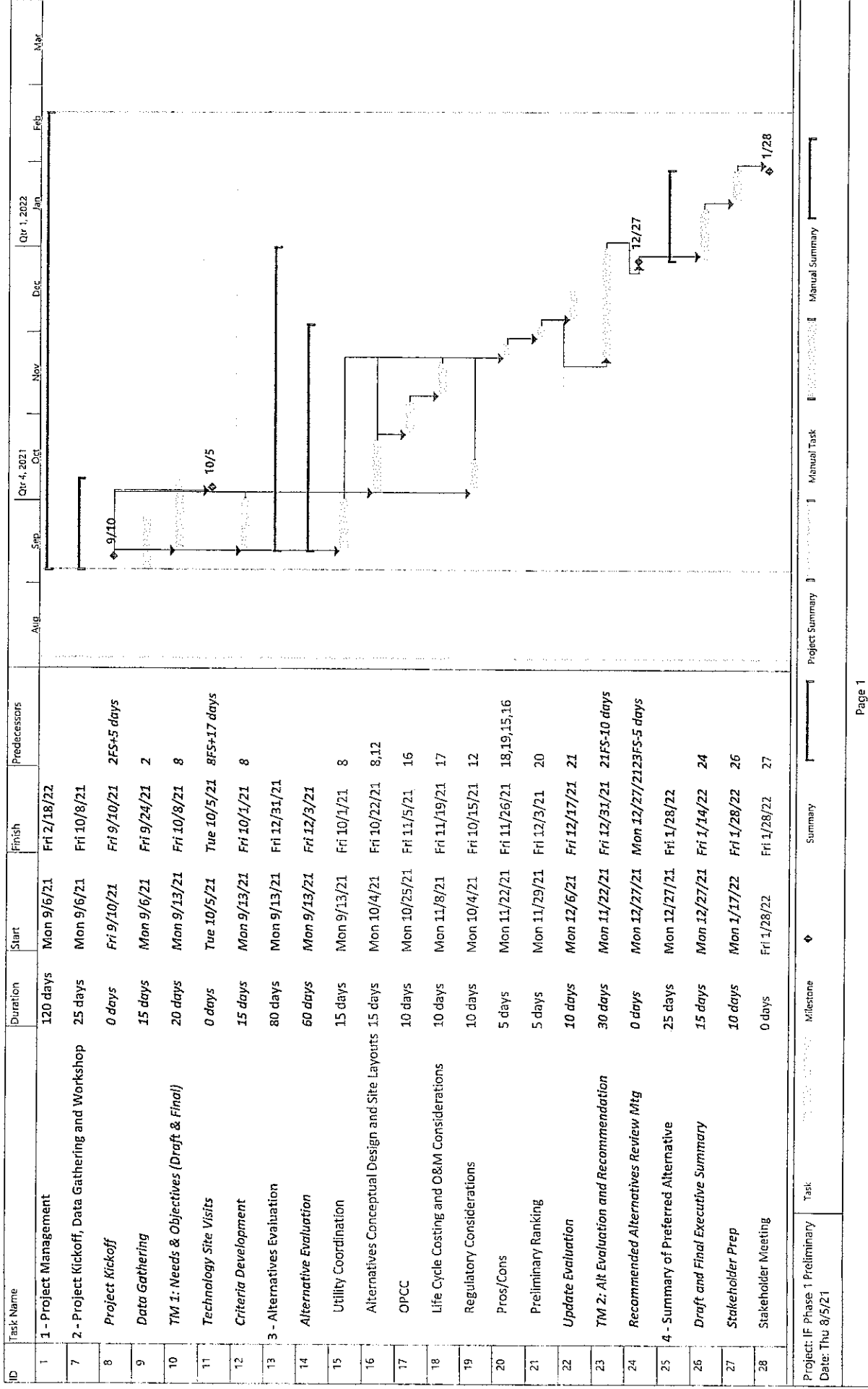
## CONFIDENTIAL RATE SCHEDULE

1. The rates provided below shall be in effect for the Idaho Falls Cogeneration Evaluation Phase 1 work.
2. Services provided by CONSULTANT personnel in various labor categories will be billed at the following negotiated hourly rates (inclusive of salary, overhead, and fee):

| Billing Category                    | Key Personnel  | *Billing Rate |
|-------------------------------------|--|---------------|
| Senior Principal / Technical Expert | Michael Fuss, PE, Clint Rogers, PE, Dru Whitlock, PE | \$ 260        |
| Principal                           | Nick Smith, PE, Tony Zavanelli, PE                   | \$ 230        |
| Senior Associate                    | Jason Hurless, PE                                    | \$ 205        |
| Associate                           | TBD  | \$ 190        |
| Professional Engineer               | Madison Bertoch, PE, Matt Shroll, PE                 | \$ 165        |
| Senior CAD                          | TBD  | \$ 155        |
| EIT / CAD                           | Iani Batilov, PE                                     | \$ 130        |
| Senior Administration               | Arnell Vail  | \$ 110        |
| Administration / Intern             | Hillary Ridgeway, Abigail Sigurdson                  | \$ 90         |

*\*The above unit prices include payroll taxes, insurance costs, fringe benefits, general overhead, and consultant profit.  
These rates are valid through December 31, 2022.*

3. Travel will not be billed to the City of Idaho Falls for travel based within 60 miles of the City.
4. Subconsultant markups will be limited to 10% and will be paid on a lump sum basis.



Project: IF Phase 1 Preliminary  
Date: Thu 8/5/21

Task Milestone Summary Manual Task Manual Summary



# Memorandum

File #: 21-253

City Council Meeting

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Wednesday, September 15, 2021  
**DEPARTMENT:** Public Works

## Subject

Resolution - Adopting the Idaho Standards for Public Works Construction (ISPWC), 2020 Edition, with Amendments.

## Council Action Desired

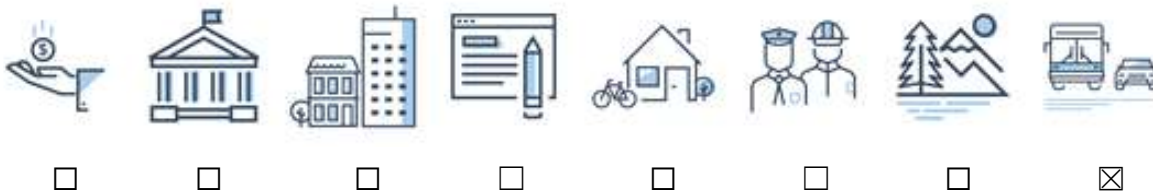
- ☐ Ordinance ☒ Resolution ☐ Public Hearing  
☐ Other Action (Approval, Authorization, Ratification, etc.)

Approval of the resolution and authorization for Mayor and City Clerk to sign the document or take other action deemed appropriate.

## Description, Background Information & Purpose

The City adopted the 2017 Edition of the Idaho Standards for Public Works Construction, with various amendments, in May of 2018 for use as the City's Standard Drawings and Specifications. City staff has reviewed the newer 2020 Edition and finds it, as amended, to reflect local desires and conditions to be appropriate standards for the Council to adopt.

## Alignment with City & Department Planning Objectives



This resolution supports the community-oriented result of reliable public infrastructure and transportation by adopting the most current version of the ISPWC.

**Interdepartmental Coordination**

Other appropriate departments have been involved in the development of the City's amendments to the ISPWC in order to ensure that the standards meet their needs.

**Fiscal Impact**

There are no anticipated fiscal impacts to the city for this action.

**Legal Review**

The resolution was prepared by the Legal Department.

2021-71

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING THE 2020 EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, WITH AMENDMENTS, FOR USE BY IDAHO FALLS PUBLIC WORKS AND OTHERS AS CONSTRUCTION STANDARDS IN THE CITY; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, a new 2020 edition of the Idaho Standards for Public Works Construction (ISPWC) has been produced since the previous adoption by the City, and City staff has reviewed said 2020 edition and finds it, as amended, to reflect local desires and conditions to be appropriate standards for the Council to adopt and impose; and

WHEREAS, the adoption of the ISPWC, as amended, should be applied to all construction in the City on and after an effective date; and

WHEREAS, the Council agrees that such adoption by this Resolution is in the best interests of the community and will promote health and safety and consistency; and

WHEREAS, adoption of City Standard Drawings and Specifications by Resolution allows the City flexibility to make changes from time to time in order to accommodate various City interests and as deemed appropriate by the Council.

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

1. The City Council hereby adopts and endorses the 2020 edition of the Idaho Standards for Public Works Construction (ISPWC) with the accompanying City amendments; and
2. The ISPWC, as amended, shall be referred to in the City Code as the City's "Standard Drawings and Specifications"; and
3. The Standard Drawings and Specifications, adopted hereby, shall apply to all relevant construction, development, permits, permissions, and requests filed on and after September 30, 2021.

ADOPTED and effective this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
Rebecca L. Noah Casper, Ph.D., Mayor

ATTEST:

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

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the  
Resolution entitled, “A RESOLUTION OF THE CITY OF IDAHO  
FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE  
STATE OF IDAHO, ADOPTING THE 2020 EDITION OF THE  
IDAHO STANDARDS FOR PUBLIC WORKS  
CONSTRUCTION, WITH AMENDMENTS, FOR USE BY  
IDAHO FALLS PUBLIC WORKS AND OTHERS AS  
CONSTRUCTION STANDARDS IN THE CITY; AND  
PROVIDING THAT THIS RESOLUTION BE EFFECTIVE  
UPON ITS PASSAGE, APPROVAL, AND PUBLICATION  
ACCORDING TO LAW.”

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

(SEAL)



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# STANDARD DRAWINGS AND SPECIFICATIONS

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Public Works

Engineering

Construction

July 2021



## **City of Idaho Falls Standard Drawings and Specifications**

### **Introduction:**

The City of Idaho Falls has adopted the 2020 edition of the Idaho Standards for Public Works Construction (ISPWC) as its standard drawings and specifications with the modifications listed in the following Specifications. In the event of a conflict between the ISPWC and the City of Idaho Falls Standard Drawings and Specifications, the City of Idaho Falls Standards shall govern unless the contrary is approved in writing by the Idaho Falls City Engineer for a specific circumstance. The terms “Engineer” and “City” in the ISPWC and the City of Idaho Falls Specifications shall refer to the Idaho Falls City Engineer and the City of Idaho Falls, respectively.

# **CITY OF IDAHO FALLS**

## **STANDARD SPECIFICATIONS**

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City of Idaho Falls Supplemental Specifications

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**CITY OF IDAHO FALLS**  
**SUPPLEMENTAL SPECIFICATIONS TO**  
**THE ISPWC**

**DIVISION 200 - EARTHWORK**

# **CITY OF IDAHO FALLS SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC**

## Division 200 – Earthwork

### Section 201 – Clearing and Grubbing and Removal of Obstructions, Part 3.2 Removal of Obstructions

#### **Add Item A.5:**

5. When necessary to remove fencing, replace it in an equal to or better than condition as it was originally and confine livestock and other domestic animals in conformance to Section 2040 – Fencing.

### Section 202 – Excavation and Embankment, Part 3.3 Controlled Blasting

#### **Add Item A.4:**

4. Where blasting is necessary during rock excavation, notify all entities that have or may have underground utilities in the area and make a copy of the blasting plan available to them a minimum of forty-eight (48) hours prior to commencing blasting operations.

### Section 203 – Soil Materials, Part 3 Workmanship

#### **Add Item 3.1 A and B:**

##### 3.1. Workmanship

- A. Fine grade and roll topsoil area to provide a fine textured, smooth and firm surface, free of footprints, undulations or irregularities.
- B. 6" minimum topsoil thickness or as shown on the City-approved project drawings or as directed by Engineer.

### Section 203 – Soil Materials, Part 4 Measurement and Payment

#### **Add Item 4.1:**

- 4.1. Use one of the following unit price options as designated in the Bid Schedule. Includes all labor, materials, equipment and tools required to perform the work as specified. If required and not listed in the Bid

Schedule, the following Bid Items are to be considered incidental to other Bid items.

A. Topsoil: By the cubic yard.

1. Bid Schedule Payment Reference: 203.4.1.A.1.
2. Bid Schedule Description: Topsoil... cubic yard (CY).

B. Topsoil: By the square yard.

1. Bid Schedule Payment Reference: 203.4.1.B.1.
2. Bid Schedule Description: Topsoil... square yard (SY).

#### Section 205 – Dewatering, Part 1.5 Permits

Item C, **Delete** “Part 1.4.B” and **Insert** “Part 1.5.B”.

**CITY OF IDAHO FALLS**  
**SUPPLEMENTAL SPECIFICATIONS TO**  
**THE ISPWC**

**DIVISION 300 - TRENCHING**

# **CITY OF IDAHO FALLS SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC**

## Division 300 – Trenching

### Section 302 – Rock Excavation, Part 3.1 General

#### **Add** Item E:

- E. Where blasting is necessary during rock excavation, notify all entities that have or may have underground utilities in the area and make a copy of the blasting plan available to them a minimum of forty-eight (48) hours prior to commencing blasting operations.

### Section 305 – Pipe Bedding, Part 3.3 Class A-2 Bedding System

Item A, **Delete** “either Type II or”.

### Section 305 – Pipe Bedding, Part 3.4 Class B-1 Bedding System

**Delete** Part 3.4 Class B-1 Bedding System.

### Section 306 – Trench Backfill, Part 1.1 Section Includes

Item A, **Delete** “Pipe bedding” and **Insert** “Trench backfill”.

### Section 306 – Trench Backfill, Part 2.3 Imported Trench Backfill Material

**Delete** Item A and **insert** new Item A:

- A. 6-inch minus uncrushed aggregate conforming to Section 801 – Uncrushed Aggregate.

### Section 307 – Street Cuts and Surface Repairs, Part 3.8 Type “P” Surface Restoration (Asphalt Roadway Surfaces)

**Delete** Item E and **insert** new Item E:

- E. Asphalt concrete pavement thickness is to match existing pavement depth to a maximum depth of 6 inches unless a greater section is otherwise indicated in the Contract Documents. In no case shall pavement thickness be less than 2-1/2

inches on local residential streets, 3 inches on local industrial or designated collector streets, or 4 inches on arterial streets.

**Delete** Item F and **insert** new Item F:

- F. After base compaction, saw cut existing pavement as necessary to establish straight edges and to provide for patches/patch segments that are rectangular in shape and whose edges are approximately perpendicular and parallel to the direction of traffic flow.

**Delete** Item H and **insert** new Item H:

- H. Repair damaged or broken sections of pavement by vertical saw cutting from existing cut line to outside of damaged pavement, then parallel to trench, then back to the existing cut line in a rectangular manner.

Item J.3, **delete** “2 feet” and **insert** “3.5 feet”.

Section 307 – Street Cuts and Surface Repairs, Part 3.9 Type “P” Surface Restoration (with Pavement Fabric)

**Delete** Item E and **insert** new Item E:

- E. After base compaction, saw cut existing pavement as necessary to establish straight edges and to provide for patches/patch segments that are rectangular in shape. Cut the asphalt overlay above the fabric an additional 4 inches.

Division 300 – Trenching – Standard Drawings

**Delete** the following Standard Drawings:

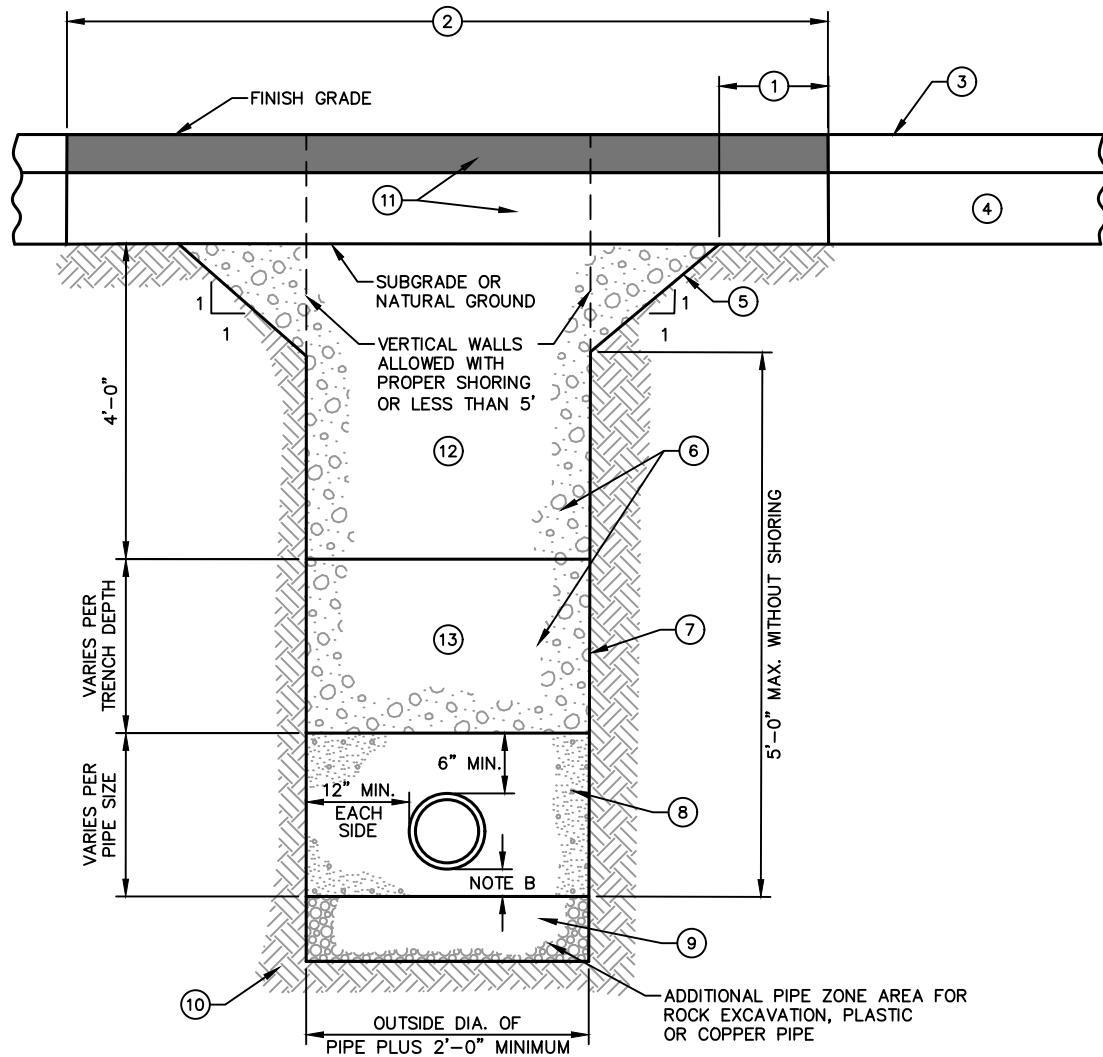
Delete SD-301  
Delete SD-302  
Delete SD-303  
Delete SD-303A  
Delete SD-303B  
Delete SD-308

**Add** the following Idaho Falls Standard Drawings:

Add IF-301  
Add IF-302  
Add IF-303



Add IF-308  
Add IF-309  
Add IF-310  
Add IF-311  
Add IF-312



## NOTES

- (A) TRENCH EXCAVATION PER SECTION-301.
- (B) PIPE BEDDING PER SECTION-305.
- (C) BACKFILL AND COMPACTION PER SECTION-306, TYPE A-1 OR AS OTHERWISE APPROVED IN WRITING BY ENGINEER.
- (D) TRENCH WIDTH AT SURFACE TO BE KEPT TO A MINIMUM. SLOPING OF TRENCH IN EXISTING PAVEMENT SURFACES SHALL NOT BE ALLOWED WITHOUT WRITTEN PERMISSION OF THE CITY ENGINEER. ALL TRENCHING SHALL BE DONE IN STRICT ACCORDANCE OF THE OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.) REQUIREMENTS.
- (E) PATCH EDGES THAT RUN LONGITUDINAL TO THE ROADWAY ARE ALLOWED ONLY AT THE EDGES OR MIDPOINT OF TRAVEL LANES.

## LEGEND

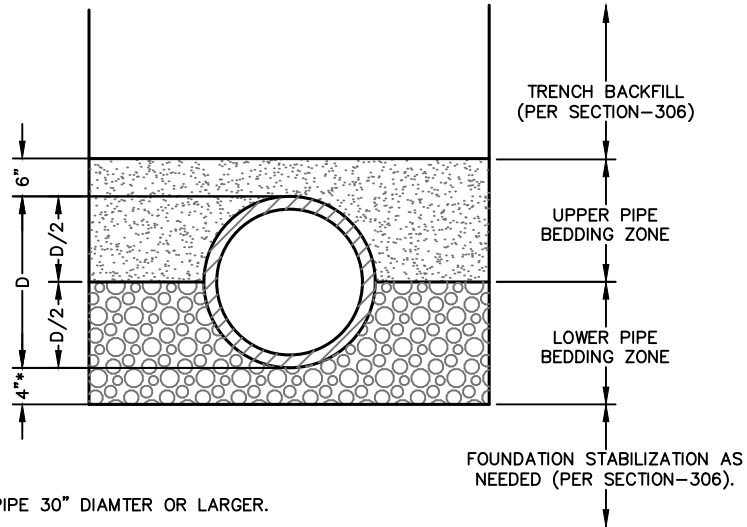
- (1) TRANSVERSE TRENCH < 30 MPH 2'-0" MIN  
TRANSVERSE TRENCH ≥ 30 MPH 10'-0" MIN.  
LONGITUDINAL TRENCH (SEE NOTE E) 2'-0" MIN.
- (2) SURFACE REPAIR WIDTH, 4' MINIMUM.
- (3) EXISTING SURFACE.
- (4) EXISTING BASE.
- (5) TRENCH BACK SLOPE PER O.S.H.A. OR SUITABLE SHORING.
- (6) TRENCH BACKFILL PER SECTION-306.
- (7) VERTICAL TRENCH WALLS SHORING PER O.S.H.A..
- (8) PIPE BEDDING PER SECTION-305 (SEE IF-302).
- (9) FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (PER SECTION-304).
- (10) UNDISTURBED SOIL (TYP).
- (11) SURFACE REPAIR AND BASE PER SECTION-307 (SEE IF-303).
- (12) UPPER COMPACTION ZONE.
- (13) LOWER COMPACTION ZONE.

2021 REVISION

CITY OF IDAHO FALLS

TYPICAL TRENCH

STANDARD DRAWING  
NO. IF-301



| BEDDING SYSTEM                  | BEDDING MATERIAL   |                    |
|---------------------------------|--------------------|--------------------|
|                                 | LOWER BEDDING ZONE | UPPER BEDDING ZONE |
| CLASS A-1                       | TYPE I             | TYPE I             |
| CLASS A-2                       | TYPE I             | TYPE III           |
| CLASS B-2                       | TYPE III           | TYPE III           |
| CLASS C-1 (CONCRETE CAP)        | TYPE I             | TYPE IV            |
| CLASS C-2 (CONCRETE CRADLE)     | TYPE IV            | TYPE I             |
| CLASS C-3 (CONCRETE ENCASEMENT) | TYPE IV            | TYPE IV            |

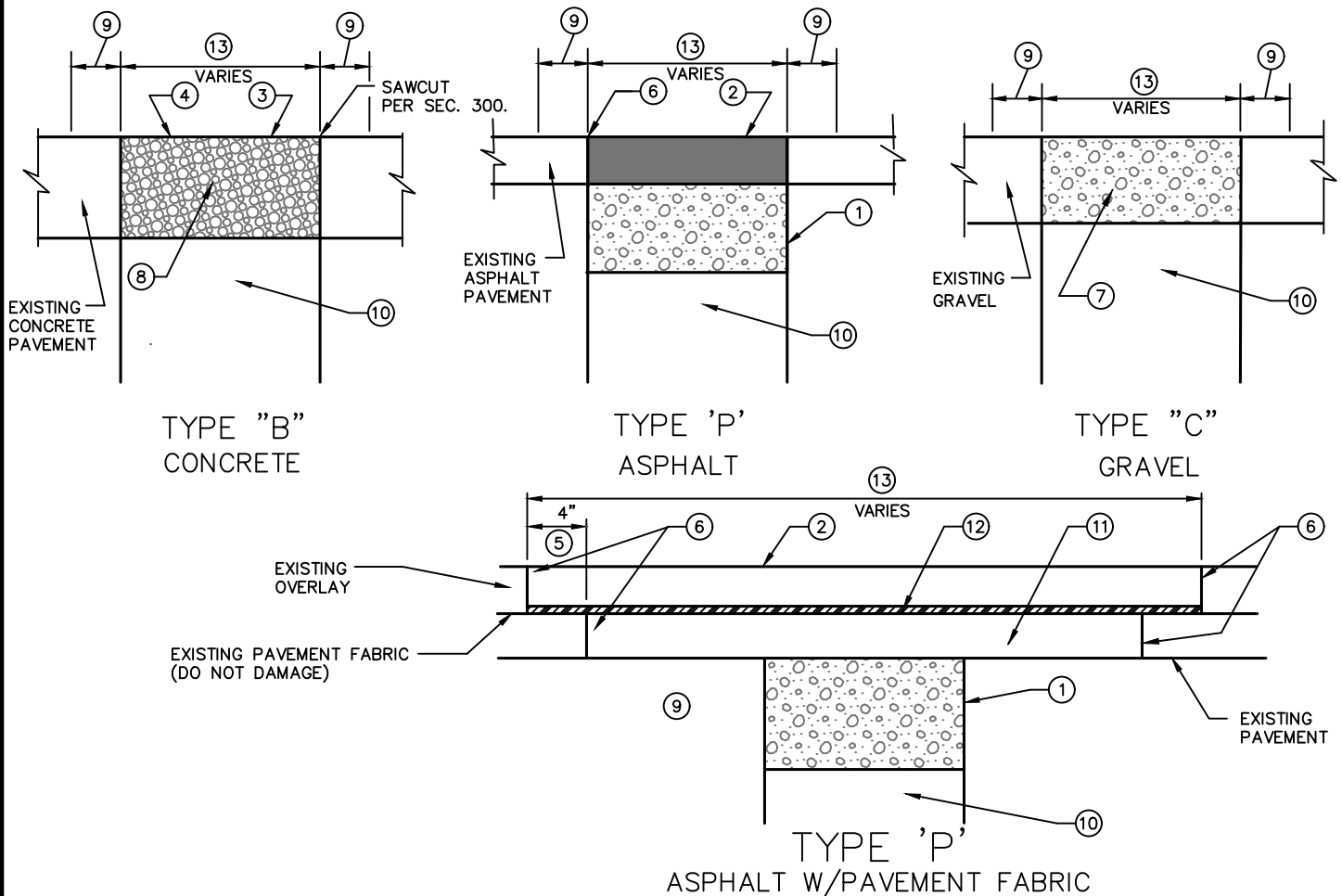
NOTE  
 (A) REFER TO SECTION-305 FOR MATERIAL  
 AND COMPACTION REQUIREMENTS.

2018 REVISION

CITY OF IDAHO FALLS

# TYPICAL PIPE PIPE BEDDING SECTION

STANDARD DRAWING  
 NO. IF-302



## NOTES:

- (A) REFER TO SECTION-307 FOR MATERIALS AND WORKMANSHIP REQUIREMENTS.
- (B) ALL STREET CUTS WILL REQUIRE RESURFACING BY A PAVING MACHINE OR SPREADER BOX. PATCH WIDTHS ARE NEVER TO BE LESS THAN 4' IN WIDTH.
- (C) WHERE THE STREET SURFACE INCLUDES AN OVERLAY WITH FABRIC, TAKE THE FOLLOWING ADDITIONAL STEPS:
  - A. OVERLAY ABOVE FABRIC AN ADDITIONAL 4" ON EACH SIDE TO EXPOSE EXISTING FABRIC.
  - B. INSTALL NEW ASPHALT TO GRADE FABRIC.
  - C. INSTALL NEW FABRIC FULL WIDTH OF CUT, IN ACCORDANCE WITH MANUFACTURE'S INSTRUCTIONS.
  - D. OVERLAY FABRIC WITH ASPHALT TO FINISH GRADE OF STREET.
- (D) TACK ALL COLD JOINT SURFACES WITH EMULSION WHICH HAS BEEN "BROKEN" PRIOR TO PATCHING.
- (E) PATCH EDGES THAT RUN LONGITUDINAL TO THE ROADWAY ARE ALLOWED ONLY AT THE EDGES OR MIDPOINT OF TRAVEL LANES.

## LEGEND

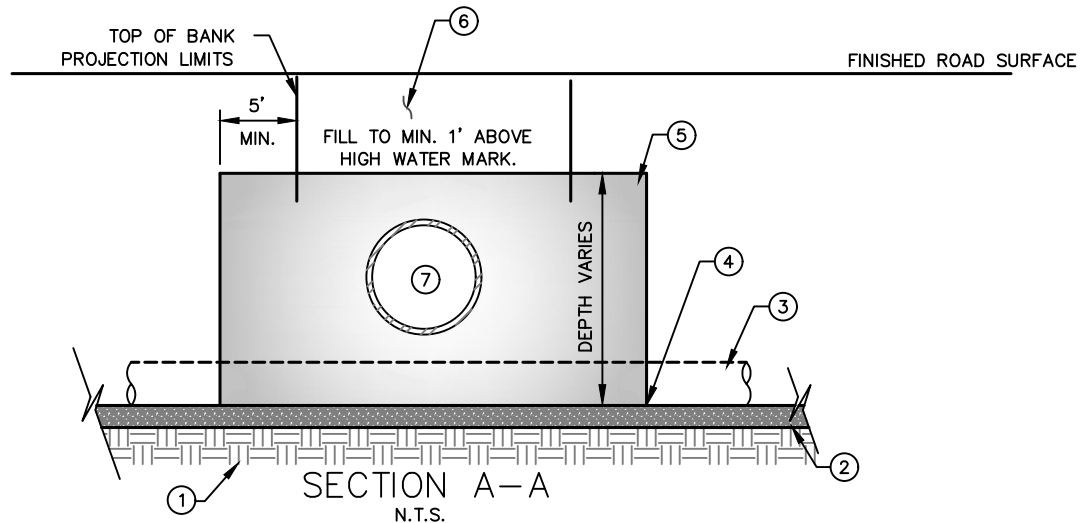
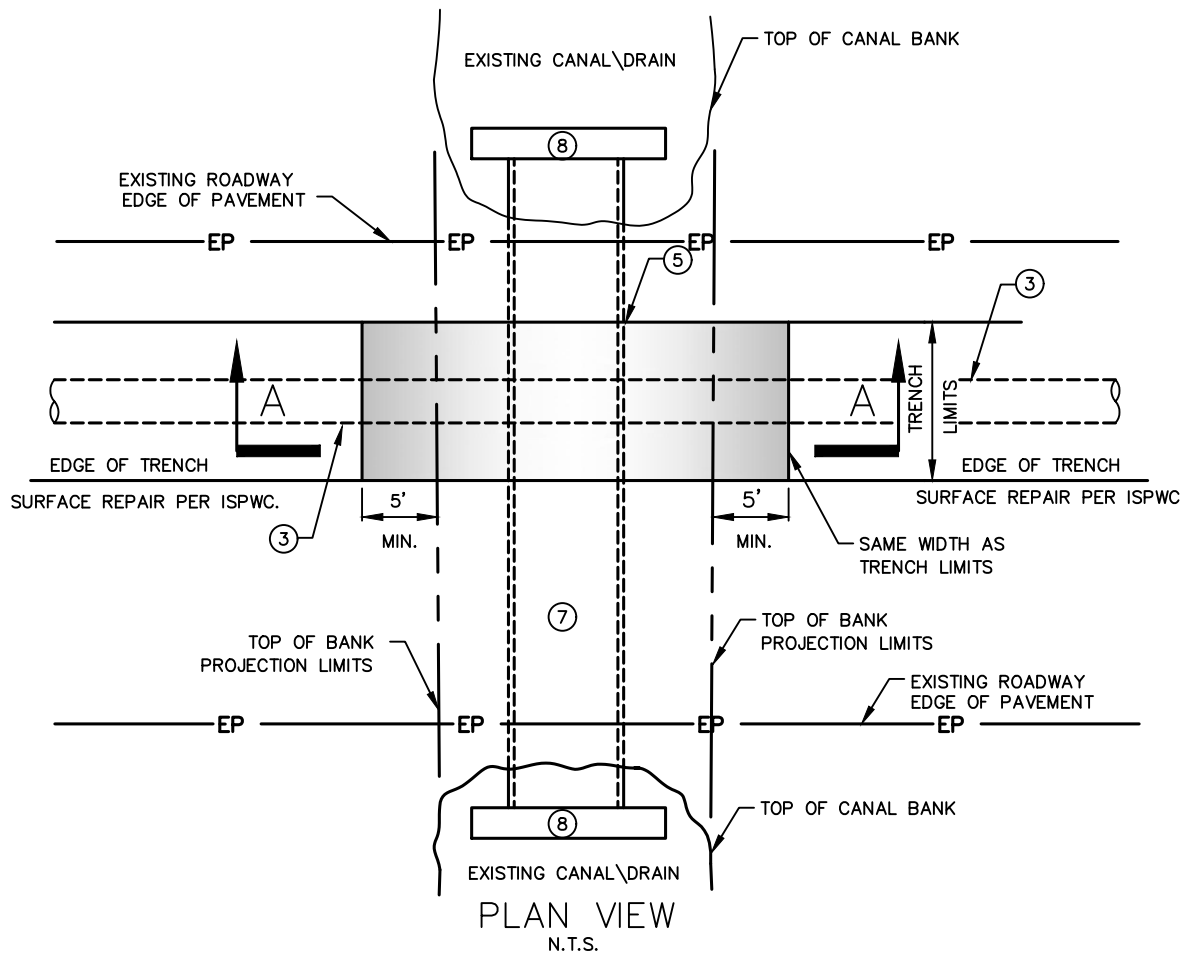
- (1) 8" OF 3/4" MINUS CRUSHED AGGREGATE BASE (MIN.) UNLESS A GREATER DEPTH IS OTHERWISE SPECIFIED.
- (2) MATCH EXISTING PAVEMENT DEPTH TO 6" UNLESS A GREATER DEPTH IS SPECIFIED. USE A 2 1/2" (MIN.) MAT ON RESIDENTIAL STREETS AND 3" (MIN.) MAT ON INDUSTRIAL AND COLLECTORS AND 4" (MIN.) ON ARTERIALS.
- (3) PORTLAND CEMENT CONCRETE SHALL BE CLASS 4000 psi EARLY STRENGTH, AND COMPLY WITH SECTION-706. CUT ASPHALT MAT IN NEAT STRAIGHT LINE.
- (4) KEEP TRAFFIC OFF 72 HOURS, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- (5) MINIMUM DISTANCES. 4" OVERLAP APPLIES WHERE FABRIC IS BETWEEN ASPHALT LAYERS.
- (6) CUT ASPHALT IN NEAT STRAIGHT LINE.
- (7) 3/4" MINUS AGGREGATE SURFACE COURSE (8") OR THICKNESS OF EXISTING GRAVEL, WHICHEVER IS GREATER.
- (8) THICKNESS EQUALS EXISTING PAVEMENT DEPTH PLUS 2" OF CONCRETE PAVEMENT.
- (9) TRANSVERSE TRENCH < 30 MPH 2'-0" MIN  
TRANSVERSE TRENCH ≥ 30 MPH 10'-0" MIN.  
LONGITUDINAL TRENCH (SEE NOTE E) 2'-0" MIN.
- (10) COMPACTED TRENCH BACKFILL AS PER IF-301 AND SECTION-306 OF THESE SPECIFICATIONS.
- (11) ASPHALT TO EXISTING SHELF (MIN 2" THICK).
- (12) PLACE NEW PAVEMENT FABRIC FULL WIDTH OF ASPHALT PATCH.
- (13) 4' MINIMUM WIDTH FOR SURFACE RESTORATION.

2018 REVISION

CITY OF IDAHO FALLS

# STREET CUTS AND SURFACE REPAIR DETAILS

STANDARD DRAWING  
NO. IF-303



### LEGEND

- |   |  |
|---|--|
| ① EXISTING GROUND.                                | ⑥ BACKFILL PER IF-301.<br>SURFACE REPAIR PER IF-303. |
| ② PIPE BEDDING PER ISPMC.                         | ⑦ CULVERT CROSSING.                                  |
| ③ INSTALLED PIPE BENEATH<br>CANAL DRAIN CROSSING. | ⑧ HEADWALL.  |
| ④ FLOWABLE FILL FROM<br>TOP OF PIPE BEDDING.      |  |
| ⑤ FLOWABLE FILL.                                  |  |

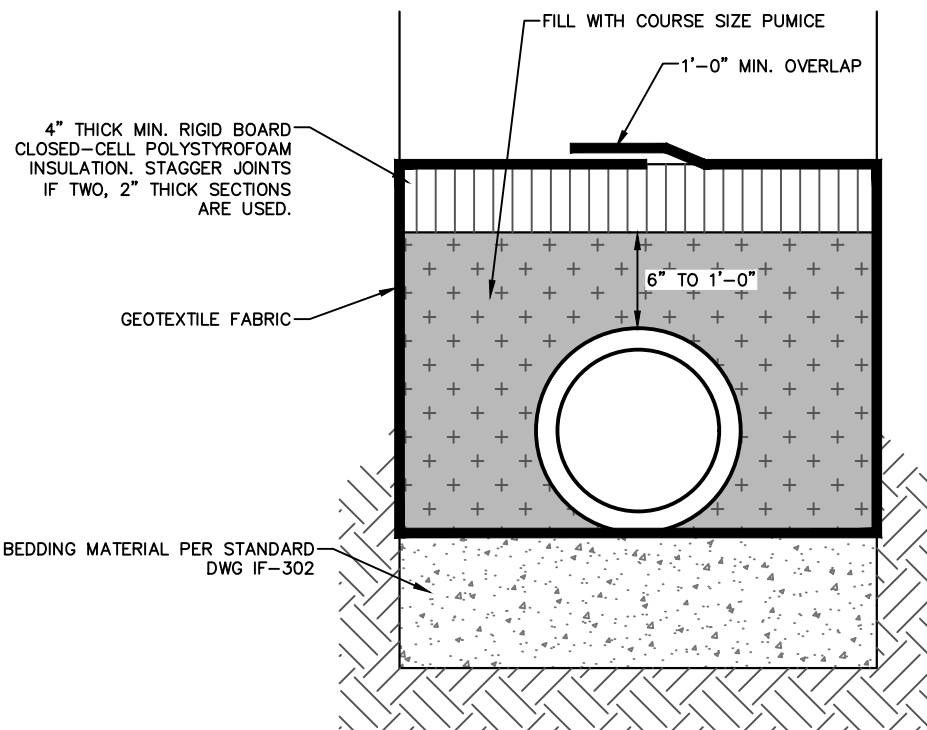
2018 REVISION

CITY OF IDAHO FALLS

## FLOWABLE FILL AT CULVERT CROSSINGS

STANDARD DRAWING  
NO. IF-308

STANDARD DRAWING  
NO. IF-309

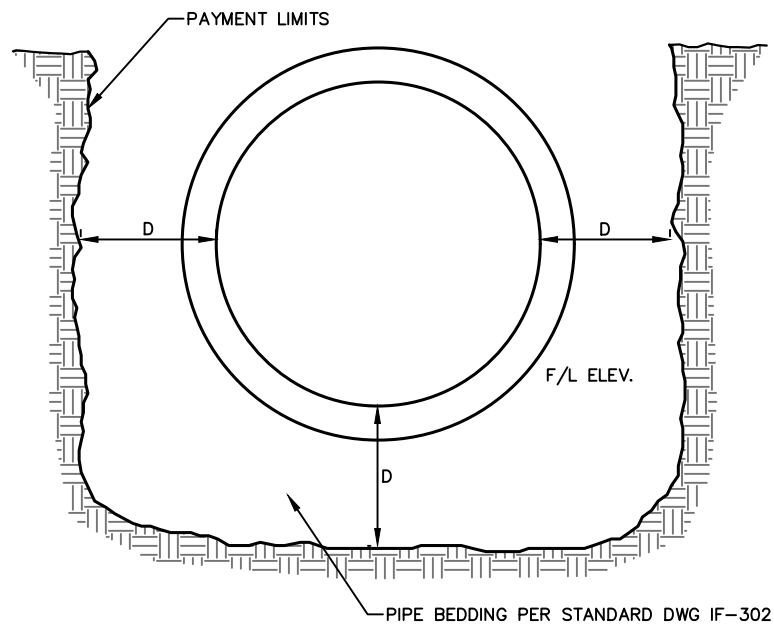


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CITY OF IDAHO FALLS

PIPE INSULATION

STANDARD DRAWING  
NO. IF-310



| PIPE SIZE | D       |
|-----------|---------|
| 0" – 30"  | 1' – 0" |
| 31" – 54" | 1' – 3" |
| 55" – 84" | 1' – 6" |

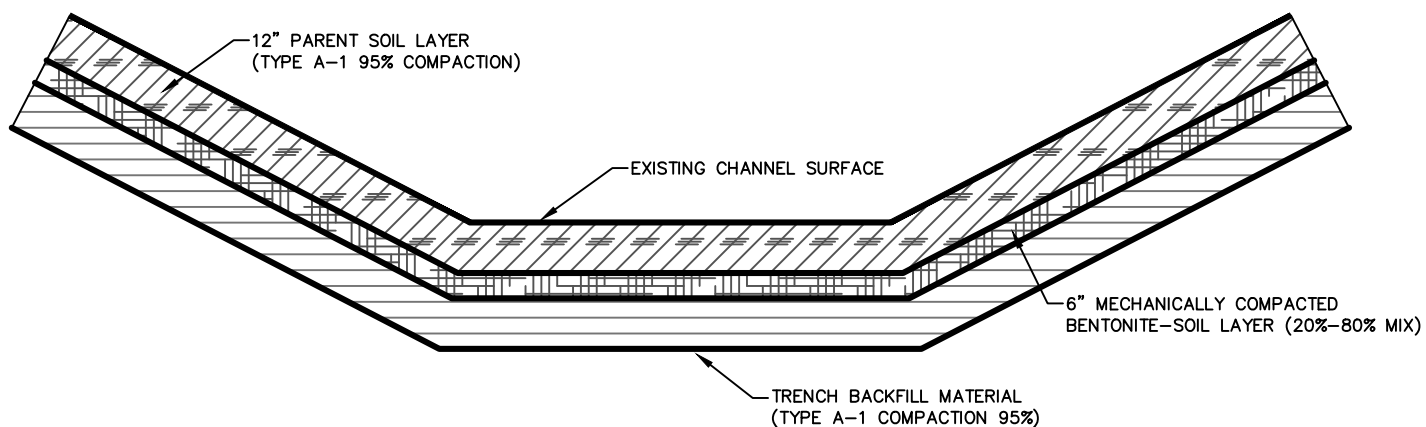
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# ROCK EXCAVATION DIAGRAM

STANDARD DRAWING  
NO. **IF-311**





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# REPAIR OF EXISTING WATERWAYS

STANDARD DRAWING  
NO. IF-312

**CITY OF IDAHO FALLS**

**SUPPLEMENTAL SPECIFICATIONS TO**  
**THE ISPWC**

**DIVISION 400 - WATER**

# **CITY OF IDAHO FALLS SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC**

## Division 400 – Water

### Section 401 – Water Pipe and Fittings, Part 2.1 Pipe and Fittings Size, Type and Strength

**Add** new Item D:

- D. For all pipes larger than 2" in diameter, install only ductile iron pipe and fittings unless otherwise approved in writing by the Engineer.

### Section 401 — Water Pipe and Fittings, Part 2.3 Ductile Iron Pipe and Fittings

**Delete** Item A.1 and **insert** new Item A.1:

- 1. Thickness Class: Class 50 or higher as may be required by the bedding, pressure and loading conditions encountered at the project site.

### Section 401 — Water Pipe and Fittings, Part 3.1 Examinations

**Delete** Item C and **insert** new Item C:

- C. Verify that excavation will allow a minimum pipe cover of 72 inches and a maximum pipe cover of 96 inches, unless otherwise indicated in the Contract Documents.

### Section 401 — Water Pipe and Fittings, Part 3.2 Pipe Installation

**Add** new Item R:

- R. Conductivity: Provide a continuity connection at all mechanical and rubber gasket joints in ductile iron pipe. Use number two or larger stranded copper wire with end sleeves. Make electrical connections using Cad weld Type HB or equal. Expose the surface of the pipe by removing factory coatings where Cad weld connections are made to the pipe. After connections have been completed, thoroughly clean all exposed surfaces of the pipe, where the coatings were removed to complete the connection, to expose the base metal. Coat the connection and the cleaned area of the pipe with two or more field coats of bitumastic coating.

## Section 401 — Water Pipe and Fittings, Part 3.4 Thrust Blocks

**Delete** Item B and **insert** new Item B:

- B. Provide bearing area against undisturbed earth. If the soil at the site of the thrust block is of a poor or unsuitable nature and at the direction of the Engineer, remove said unsuitable material and replace with Crushed or Uncrushed Aggregate Base or other material approved in writing by the Engineer. If required by the Engineer, increase the thrust blocking in size to provide the necessary blocking and restraint required in lieu of removing unsuitable material.

## Section 401 — Water Pipe and Fittings, Part 3.11 Abandonment of Existing Mains

**Add** new Item E:

- E. Cap end of abandoned main in a manner approved by the Engineer.

## Section 401 — Water Pipe and Fittings, Part 3 Construction

**Add** new Part 3.12 Temporary Water Service

- A. Provide temporary water service when replacement construction is required of an existing water main line pipe. This temporary water service is required during the time it takes for the proper construction of the replacement water main line pipe, including the required time for disinfection, pressure testing, flushing, bacterial testing and receiving results of an acceptable bacterial test. No temporary water service is required for service disruptions that do not exceed 4 hours in duration, provided that the disruption is coordinated with the user(s) to minimize their inconvenience.
- B. Utilize such material for temporary water service that is capable of supplying the volume of water that is currently being required by the adjacent properties, except that volume required for fire protection. Use material that is “new” or used previously only for potable water.
- C. Handle temporary water service in such a manner as to maintain a safe clean temporary water service at all times during the replacement construction. Chlorinate the temporary water service and hydrant. A passing bacteria test is required prior to being placed in service. Choose a method and material for temporary water service that is acceptable to the Engineer. Demonstrate that the method is feasible and will work properly prior to starting the replacement construction. Coordinate closely with the City's Water Division to minimize adverse impact on water service operations and surrounding private property.

- D. Shut off the existing water line that is to be replaced prior to any excavation. This may be done on a block-by-block basis if the Contractor so desires. Notify all property owners and the City Water Division of any water line that is to be turned off during the replacement construction. Provide an approximate time and duration for each water main line shut-off period. Provide a temporary water service to any property that requires water service during a shut-off period.
- E. The Contractor may “hose over”, with a hose consisting of drinking water quality materials from one property with water service to another property without service, provided both property owners understand and agree to the arrangement and the temporary line can be maintained on a twenty-four (24) hour basis. “Hosing over” from a property that is already “hosed over” is not allowed. Repair any faucets, etc. which become plugged during the temporary service.
- F. Locate and place any overland pipelines and hoses used for the temporary water service in a manner to minimize interference with pedestrian and vehicular traffic. Incorporate appropriate signing and barricading, in accordance with MUTCD, to mark street crossings and sidewalk areas.
- G. Upon completion of the “new” replaced water main line and reconnection of the existing or new service lines, flush each property's water system and ensure that all faucets, etc. are not plugged.
- H. Indemnify and hold harmless the City from any and all damages or claims arising from the temporary water service operations. The Contractor is entirely responsible for the methods and results of the temporary water service.

**Add** new Part 3.13 Water Main Access Structure

- A. Water Main Access Structure in conformance with Standard Drawing IF-411.

**Section 401 — Water Pipe and Fittings, Part 4.1 Measurement and Payment**

**Add** Item C and D:

- C. Temporary Water Service: By the lump sum for all temporary water service required.
  - 1. Bid Schedule Payment Reference: 401.4.1.C.1.
  - 2. Bid Schedule Description: Temporary Water Service...lump sum (LS).

D. Water Main Access Structure: Per Lump Sum.

1. Bid Schedule Payment Reference: 401.4.1.D.1.
2. Bid Schedule Description: Water Main Access Structure...lump sum (LS).

Section 402 — Hydraulic Valves, Part 2.1 Valve Size, Type and Strength

**Add** Item D:

D. Valve Size

1. Resilient Seated Gate Valves: Maximum size 10 inches.
2. Butterfly Valves: Minimum size 12 inches.

Section 402 — Hydraulic Valves, Part 2.5 Blow-off Assembly

**Delete** Part 2.5 Blow-off Assembly in its entirety.

Section 402 — Hydraulic Valves, Part 2.7 Valve Boxes

**Delete** Item C and **insert** new Item C:

- C. Adjustment: Adjustable with sufficient length as to be adapted without full extension to the depth of cover required over the pipe at the valve location.

Section 402 – Hydraulic Valves, Part 3.2 Installation

**Add** Item G:

- G: Install an extension stem, where the valve operating nut is installed at depths in excess of 6 feet of finished grade, such that the top of the extension is within 18 inches of the finished grade.

Section 403 – Hydrants, Part 2.3 Color

**Delete** Item A and **insert** new Item A:

- A. Chrome Yellow, OSHA Safety Yellow, or approved equal.

Section 403 – Hydrants, Part 2 Materials

**Add** Part 2.9 Flush Hydrant

2.9 FLUSH HYDRANT

- A. Conform to Standard Drawing IF-405 Flush Hydrant.
- B. Nozzle: Two inch NPT nozzle outlet.
- C. Inlet: Two inch FIP inlet.
- D. Operation: Operable by turning a top-mounted 9/16 inch square nut counterclockwise to open and clockwise to close, with drain outlet sealed in all positions from 1/4 open to fully open.
- E. Material for Internal Working Parts, Inlet and Outlet: Low-lead brass.
- F. Material for Wear Parts (O-rings and Valve Seat): Of commonly available dimensions and materials and not of vendor-unique design.
- G. Installation Type: Below grade, designed to fit within a standard valve box with all working parts serviceable from above with no digging required.

#### Section 403 – Hydrants, Part 3.1 Examinations

##### **Add Item F:**

- F. Verify that the size of the main line to which the hydrant line is to be connected is a minimum size of 6 inches if the main is looped or a minimum of 8 inches if the main is not looped.

#### Section 403 – Hydrants, Part 3.2 Installation

##### **Add Items H and I:**

- H. Thoroughly clean and paint all iron parts of hydrants, both inside and outside. Coat all inside surfaces and outside surfaces below the sidewalk ring with asphalt varnish, Federal Specifications TT-P-51a or JANP-450. Apply two coats, the first having dried thoroughly before the second is applied.
- I. Thoroughly clean the outside of hydrants above the sidewalk ring and paint with one coat of paint of durable composition conforming to Federal Specification TT-P-86a, Type IV and two additional coats of Chrome Yellow, OSHA Safety Yellow, or approved equal, on the body and cap.

## Section 403 — Hydrants, Part 4.1 Measurement and Payment

**Delete** Item A and **insert** new Item A:

- A. Hydrant. Per each as specified. Includes hydrant, valve, pipe, thrust blocks, restraint, fittings, valve boxes, connections, drain rock, filter fabric, spare parts, excavation, bedding, backfilling, testing and all appurtenances not itemized in the Bid Schedule.
  - 1. Bid Schedule Payment Reference: 403.4.1.A.1.
  - 2. Bid Schedule Description: Hydrant, Type \_\_\_\_\_...each (EA).

**Add** Item B, C, and D:

- B. Reset Existing Hydrant. Per each as specified. Includes hydrant, valve, pipe, thrust blocks, restraint, fittings, valve boxes, connections, drain rock, filter fabric, spare parts, excavation, bedding, backfilling, testing and all appurtenances not itemized in the Bid Schedule.
  - 1. Bid Schedule Payment Reference: 403.4.1.B.1.
  - 2. Bid Schedule Description: Reset existing Hydrant, Type \_\_\_\_\_...each (EA).
- C. Relocate Existing Hydrant. Per each as specified. Includes hydrant, valve, pipe, thrust blocks, restraint, fittings, valve boxes, connections, drain rock, filter fabric, spare parts, excavation, bedding, backfilling, testing and all appurtenances not itemized in the Bid Schedule.
  - 1. Bid Schedule Payment Reference: 403.4.1.C.1.
  - 2. Bid Schedule Description: Relocate existing Hydrant, Type \_\_\_\_\_...each (EA).
- D. Reconnect Existing Hydrant. Per each as specified. Includes hydrant, valve, pipe, thrust blocks, restraint, fittings, valve boxes, connections, drain rock, filter fabric, spare parts, excavation, bedding, backfilling, testing and all appurtenances not itemized in the Bid Schedule.
  - 1. Bid Schedule Payment Reference: 403.4.1.D.1.
  - 2. Bid Schedule Description: Reconnect existing Hydrant, Type \_\_\_\_\_...each (EA).

## Section 404 – Water Service Line and Meters, Part 2.1 Service Pipe

**Add** new Item D:



- D. For all service pipes 2" and less in diameter, install only Type K seamless copper water tube unless otherwise approved in writing by the Engineer.

Section 404 — Water Service Line and Meters, Part 2.4 Appurtenances

**Delete** Items B.1 and B.3 and **insert** new Item B.1:

1. Type: Ball type with conductive compression outlet for Type K copper tubing.

**Delete** Item G and **insert** new Item G:

G. Meter Box

1. Products and materials in accordance with Standard Drawings IF-401A and IF-401B.

Section 404 — Water Service Line and Meters, Part 2.4 Appurtenances

**Add** new Item I Curb Stops and Curb Boxes:

1. Curb stops: Ball type with conductive compression inlet for Type K copper tubing, ¼ turn with stop.
2. Curb boxes: Provided with a shut off rod of such length that the top of said rod is between 6" and 36" below proposed finish grade. Arch pattern base and two-hole Erie style lid with Mueller H-10342 or equal curb box sleeves for use in sidewalks.

Section 404 – Water Service Line and Meters, Part 3.2 Installation

**Delete** the last sentence of Item A and **replace** with the following:

For service disruptions exceeding 4 hours in duration, provide temporary water service in accordance with Section 401, Part 3.12 Temporary Water Service.

**Add** new Items M through P:

- M. Do not use couplings for service lines, unless the length of service line is such that one complete roll or stick of tubing will not make the connection from corporation stop to curb stop valve.
- N. Leave the main trench open at all points where service connections are made until such services are installed and tested to the curb stop valve.

- O. Connect service lines in such a manner as to ensure electrical conductivity.
- P. Plan and coordinate work such that water service can be resumed with the least possible inconvenience to the public, with no water service being disconnected to any customer for a period of more than six consecutive hours unless approved in writing by the Engineer.

#### Section 404 — Water Service Line and Meters, Part 4.1 Measurement and Payment

##### **Add** Items B and C:

- B. Replace Water Service, Size \_\_\_\_: Per each size as specified. Includes excavation, bedding, backfill, service tap, and saddle, corporation stop, service pipe, fitting, meter, meter box and all appurtenances as designated in the Plans and as directed by Engineer.
  - 1. Bid Schedule Payment Reference: 404.4.1.B.1.
  - 2. Bid Schedule Description: Replace Water Service, Size \_\_\_\_...each (EA).
- C. Adjust Meter Box: Per each as specified. Includes excavation, labor, bedding, backfill, and all appurtenances to adjust meter box to grade (sizes 1" through 2") as designated in the Plans and directed by Engineer.
  - 1. Bid Schedule Payment Reference: 404.4.1.C.1.
  - 2. Bid Schedule Description: Adjust Meter Box...each (EA)

#### Division 400 – Water – Standard Drawings

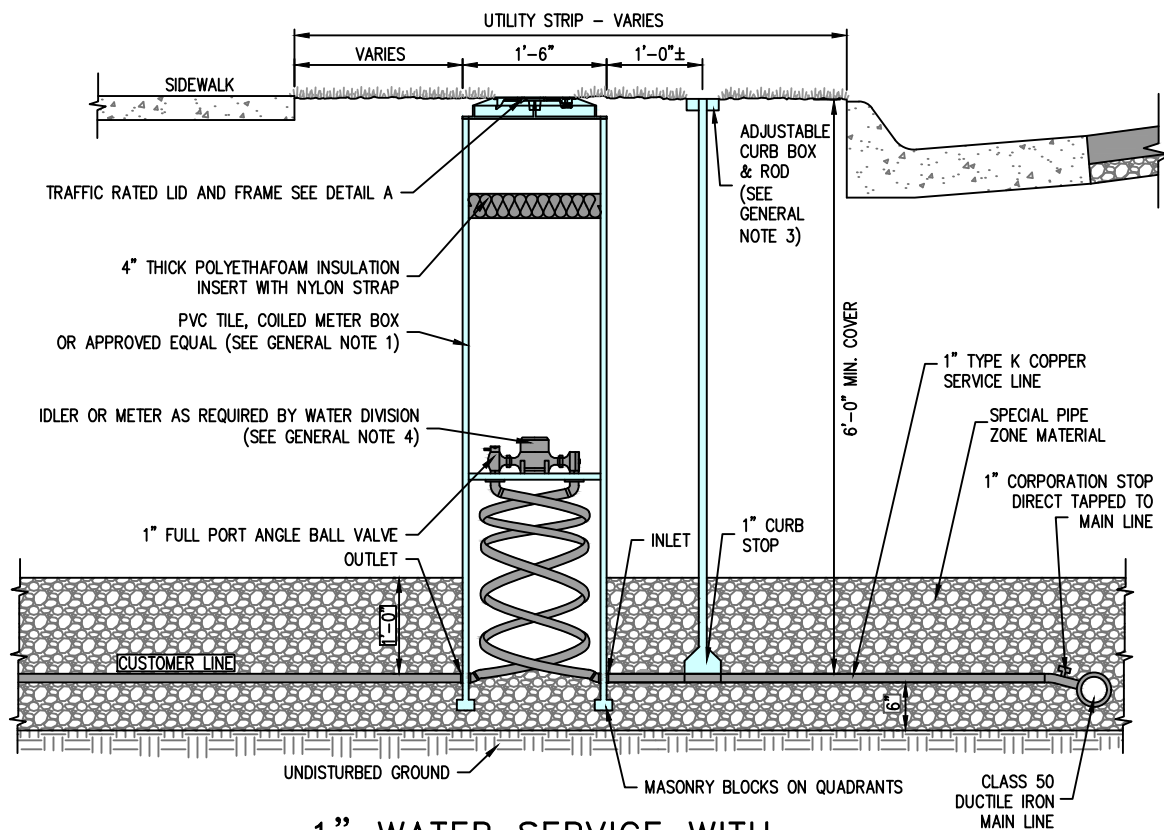
##### **Delete** the following Standard Drawings:

Delete SD-401  
Delete SD-402  
Delete SD-403  
Delete SD-404  
Delete SD-405

##### **Add** the following Idaho Falls Standard Drawings:

Add IF-401A  
Add IF-401B  
Add IF-401C  
Add IF-401D

Add IF-401E  
Add IF-401F  
Add IF-403 (2 sheets)  
Add IF-404  
Add IF-404A  
Add IF-405  
Add IF-409 (2 sheets)  
Add IF-410  
Add IF-410A  
Add IF-410B  
Add IF-410C



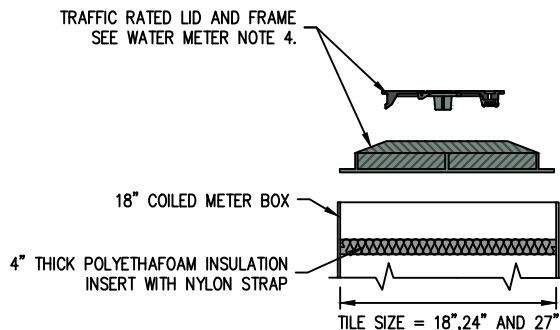
## 1" WATER SERVICE WITH 18" DIAMETER METER BOX

### GENERAL NOTES:

1. APPROVED WATER LINE MATERIALS LIST MAINTAINED BY CITY OF IDAHO FALLS WATER DIVISION (208) 612-8471.
2. CONTRACTOR SHALL NOTIFY CITY OF IDAHO FALLS WATER DIVISION AND ANY IMPACTED CUSTOMERS OF ANY WATER LINE CLOSURES OR SERVICE OUTAGES.
3. CURB BOXES LOCATED IN CONCRETE SHALL BE EQUIPPED WITH A CURB BOX SLEEVE (MUELLER PART #: H-10342 OR APPROVED EQUAL).
4. WATER METERS SHALL BE INSTALLED ON ALL NEW CONSTRUCTION FOR NON-RESIDENTIAL USE AND IRRIGATION OF COMMON PROPERTY. WATER IDLERS SHALL BE INSTALLED ON ALL NEW RESIDENTIAL CONSTRUCTION IN LIEU OF WATER METERS.

### WATER METER NOTES:

1. ALL BRASS FITTINGS AND VALVES FOR METER BOX AND SERVICE LINE SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR AND CONFORM TO AWWA C800 AND NSF 61.
2. BACKING WRENCH REQUIRED FOR CONNECTION OF METER BOX TO THE CITY SERVICE LINE AND CUSTOMER SERVICE LINE TO PREVENT DAMAGE TO BOX AND ASSOCIATED PIPING.
3. METER BOX AND CURB STOPS SHALL BE LOCATED IN LANDSCAPED AREAS WHERE POSSIBLE.
4. TRAFFIC RATED LID AND FRAME SET TO FINISHED GRADE. FRAME TO BE D&L FOUNDRY #B5020-R3 OR APPROVED EQUAL. LID TO BE D&L FOUNDRY #B5020-06 (NO LOCK; WITH 2" DIAMETER SENSOR HOLE AND THUMB CUT-OUT) OR APPROVED EQUAL. SENSOR HOLE TO BE PLUGGED.



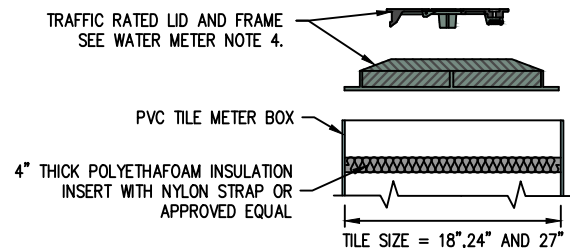
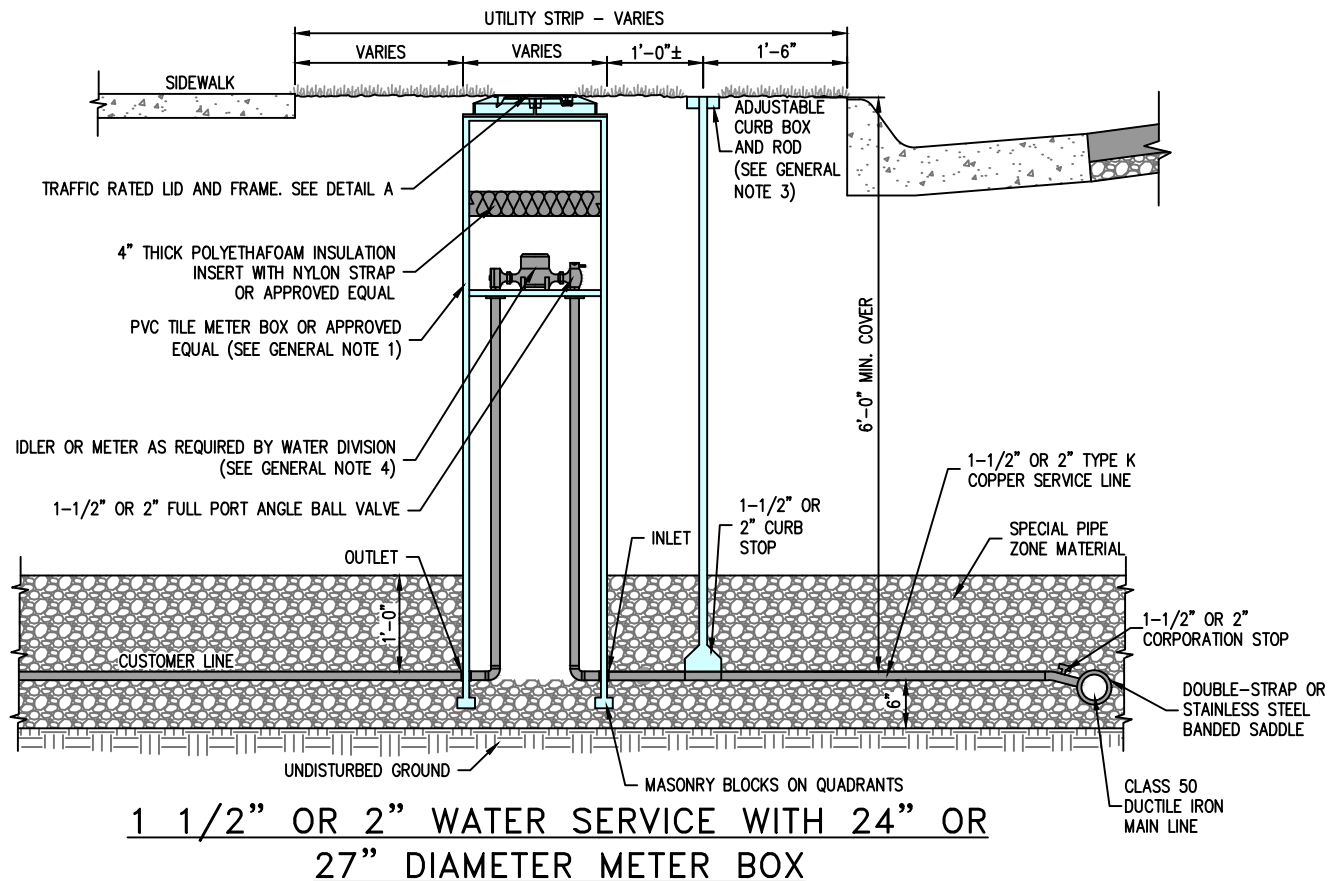
## DETAIL A TRAFFIC RATED RING AND LID 18" DIAMETER METER BOX

2018 REVISION

CITY OF IDAHO FALLS

WATER SERVICE  
WITH METER BOX

STANDARD DRAWING  
NO. IF-401A



### DETAIL A TRAFFIC RATED RING AND LID 24" AND 27" DIAMETER METER BOXES

#### GENERAL NOTES:

1. APPROVED WATER LINE MATERIALS LIST MAINTAINED BY CITY OF IDAHO FALLS WATER DIVISION (208) 612-8471.
2. CONTRACTOR SHALL NOTIFY CITY OF IDAHO FALLS WATER DIVISION AND ANY IMPACTED CUSTOMERS OF ANY WATER LINE CLOSURES OR SERVICE OUTAGES.
3. CURB BOXES LOCATED IN CONCRETE SHALL BE EQUIPPED WITH A CURB BOX SLEEVE (MUELLER PART #: H-10342 OR APPROVED EQUAL).
4. WATER METERS SHALL BE INSTALLED ON ALL NEW CONSTRUCTION FOR NON-RESIDENTIAL USE AND IRRIGATION OF COMMON PROPERTY. WATER IDLERS SHALL BE INSTALLED ON ALL NEW RESIDENTIAL CONSTRUCTION IN LIEU OF WATER METERS.

#### WATER METER NOTES:

1. ALL BRASS FITTINGS AND VALVES FOR METER PIT AND SERVICE LINE SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR AND CONFORM TO AWWA C800 AND NSF 61.
2. BACKING WRENCH REQUIRED FOR CONNECTION OF METER BOX TO THE CITY SERVICE LINE AND CUSTOMER SERVICE LINE TO PREVENT DAMAGE TO BOX AND ASSOCIATED PIPING.
3. METER BOX AND CURB STOPS SHALL BE LOCATED IN LANDSCAPED AREAS WHERE POSSIBLE.
4. TRAFFIC RATED LID AND FRAME SET TO FINISHED GRADE. FRAME TO BE D&L FOUNDRY #B5020-R3 OR APPROVED EQUAL. LID TO BE D&L FOUNDRY #B5020-06 (NO LOCK; WITH 2" DIAMETER SENSOR HOLE AND THUMB CUT-OUT) OR APPROVED EQUAL. SENSOR HOLE TO BE PLUGGED.
5. 1-1/2" AND 2" METER BOXES MAY BE ORDERED WITH BY-PASS LINES WITH PRIOR WRITTEN APPROVAL FROM WATER DIVISION. FOR APPROVAL, CONTACT WATER DIVISION AT (208) 612-8471.

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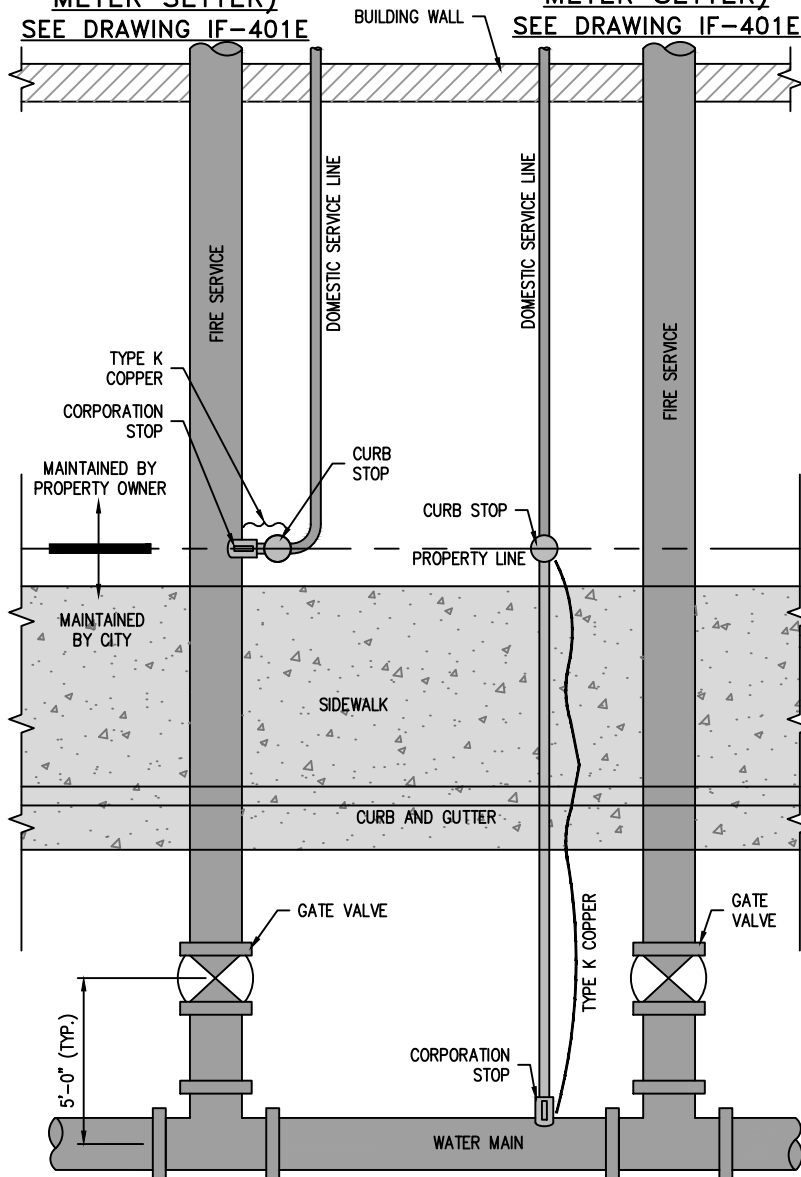
CITY OF IDAHO FALLS

WATER SERVICE  
WITH METER BOX

STANDARD DRAWING  
NO. IF-401B

**OPTION 1**  
(REQUIRES INTERIOR  
METER SETTER)  
SEE DRAWING IF-401E

**OPTION 2**  
(REQUIRES INTERIOR  
METER SETTER)  
SEE DRAWING IF-401E



**INSTALLATION OPTIONS FOR  
WATER SERVICE CONNECTIONS**  
NOT TO SCALE

**NOTES:**

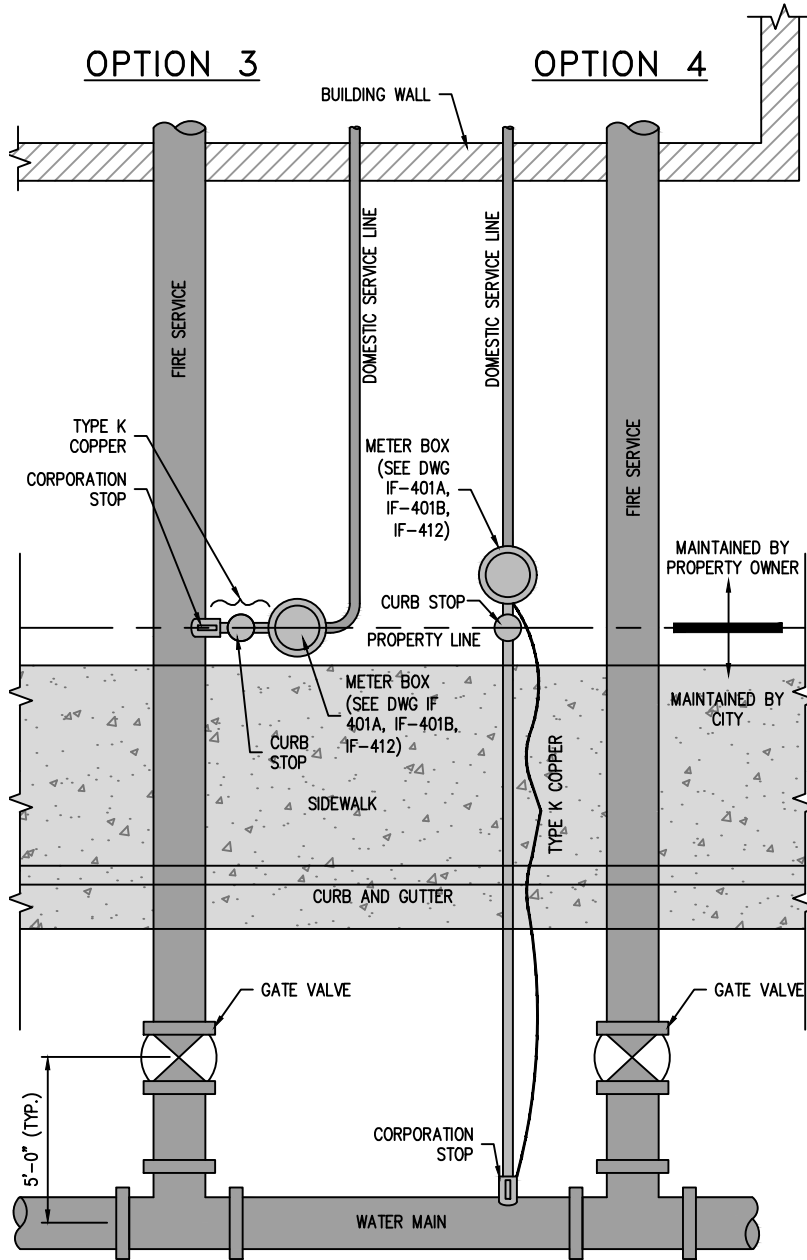
- PER IDAHO ADMINISTRATIVE CODE (IDAPA 58.01.08) ALL NEW WATER SERVICE LINE INSTALLATIONS SHALL INSTALL PROVISIONS FOR A WATER METER (EITHER A METER BOX OR A COMMERCIAL INTERIOR METER SETTER) TO CAPTURE BOTH DOMESTIC AND LANDSCAPE SPRINKLING USES.
- WHENEVER POSSIBLE, WATER METERS FOR COMMERCIAL INTERIOR METER SETTERS MUST BE MOUNTED IN A HORIZONTAL POSITION.
- LANDSCAPE SPRINKLER LINES MUST CONNECT TO SERVICE LINE AFTER WATER METER, OR CONTRACTOR WILL BE REQUIRED TO INSTALL A SEPARATE METER BOX FOR LANDSCAPE SPRINKLER LINE.
- COMMERCIAL INTERIOR METER SETTER SHALL BE LOCATED IN A HEATED MECHANICAL ROOM.
- METER BY-PASS LINES REQUIRE PRIOR WRITTEN APPROVAL FROM THE WATER DIVISION. FOR APPROVAL, CONTACT WATER DIVISION (208) 612-8471.
- ISOLATION VALVES SHALL BE INSTALLED IMMEDIATELY UP AND DOWNSTREAM OF THE WATER METER ON COMMERCIAL INTERIOR METER SETTERS. ISOLATION VALVES SHALL BE FULL PORT BALL VALVES FOR LINES SIZES UP TO 2" AND RESILIENT SEAT GATE VALVES FOR LINE SIZES OVER 2".
- WATER METERS MAY BE PURCHASED AT THE CITY OF IDAHO FALLS WATER DIVISION. CONTACT WATER DIVISION (208) 612-8471 FOR APPROVED METERS.
- CITY OF IDAHO FALLS WATER DIVISION SHALL OWN AND MAINTAIN WATER METERS AND REGISTERS IN INTERIOR METER SETTERS AND MANIFOLDS.
- SEE IF-401E FOR PLAN VIEW COMMERCIAL INTERIOR METER SETTER.

2018 REVISION

CITY OF IDAHO FALLS

**WATER LINES  
SERVICE LINES**

STANDARD DRAWING  
NO. **IF-401C**



**INSTALLATION OPTIONS FOR  
WATER SERVICE CONNECTIONS**  
NOT TO SCALE

**NOTES:**

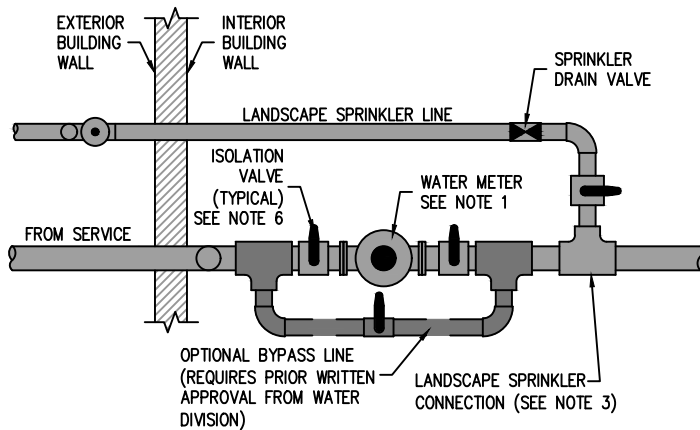
1. PER IDAHO ADMINISTRATIVE CODE (IDAPA 58.01.08) ALL NEW WATER SERVICE LINE INSTALLATIONS SHALL INSTALL PROVISIONS FOR A WATER METER (EITHER A METER BOX OR A COMMERCIAL INTERIOR METER SETTER) TO CAPTURE BOTH DOMESTIC AND LANDSCAPE SPRINKLING USES.
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4. COMMERCIAL INTERIOR METER SETTER SHALL BE LOCATED IN A HEATED MECHANICAL ROOM.
5. METER BY-PASS LINES REQUIRE PRIOR WRITTEN APPROVAL FROM THE WATER DIVISION. FOR APPROVAL, CONTACT WATER DIVISION (208) 612-8471.
6. ISOLATION VALVES SHALL BE INSTALLED IMMEDIATELY UP AND DOWNSTREAM OF THE WATER METER ON COMMERCIAL INTERIOR METER SETTERS. ISOLATION VALVES SHALL BE FULL PORT BALL VALVES FOR LINES SIZES UP TO 2" AND RESILIENT SEAT GATE VALVES FOR LINE SIZES OVER 2".
7. WATER METERS MAY BE PURCHASED AT THE CITY OF IDAHO FALLS WATER DIVISION. CONTACT WATER DIVISION (208) 612-8471 FOR APPROVED METERS.
8. CITY OF IDAHO FALLS WATER DIVISION SHALL OWN AND MAINTAIN WATER METERS AND REGISTERS IN INTERIOR METER SETTERS AND MANIFOLDS.

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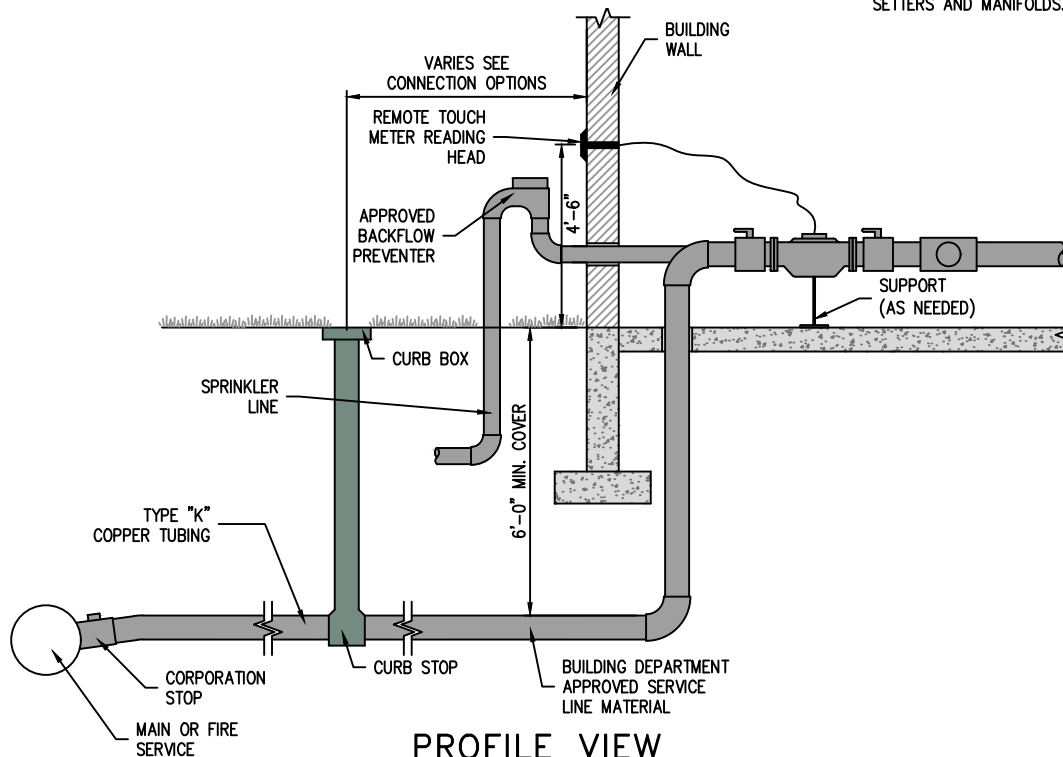
CITY OF IDAHO FALLS

**WATER LINES  
SERVICE LINES**

STANDARD DRAWING  
NO. **IF-401D**



PLAN VIEW



PROFILE VIEW

## COMMERCIAL INTERIOR METER SETTER

### NOTES:

1. PER IDAHO ADMINISTRATIVE CODE (IDAPA 58.01.08) ALL NEW WATER SERVICE LINE INSTALLATIONS SHALL INSTALL PROVISIONS FOR A WATER METER (EITHER A METER BOX OR A COMMERCIAL INTERIOR METER SETTER) TO CAPTURE BOTH DOMESTIC AND LANDSCAPE SPRINKLING USES.
2. WHENEVER POSSIBLE, WATER METERS FOR COMMERCIAL INTERIOR METER SETTERS MUST BE MOUNTED IN A HORIZONTAL POSITION.
3. LANDSCAPE SPRINKLER LINES MUST CONNECT TO SERVICE LINE AFTER WATER METER, OR CONTRACTOR WILL BE REQUIRED TO INSTALL A SEPARATE METER BOX FOR LANDSCAPE SPRINKLER LINE.
4. COMMERCIAL INTERIOR METER SETTER SHALL BE LOCATED IN A HEATED MECHANICAL ROOM.
5. METER BY-PASS LINES REQUIRE PRIOR WRITTEN APPROVAL FROM THE WATER DIVISION. FOR APPROVAL, CONTACT WATER DIVISION (208) 612-8471.
6. ISOLATION VALVES SHALL BE INSTALLED IMMEDIATELY UP AND DOWNSTREAM OF THE WATER METER ON COMMERCIAL INTERIOR METER SETTERS. ISOLATION VALVES SHALL BE FULL PORT BALL VALVES FOR LINES SIZES UP TO 2" AND RESILIENT SEAT GATE VALVES FOR LINE SIZES OVER 2".
7. WATER METERS MAY BE PURCHASED AT THE CITY OF IDAHO FALLS WATER DIVISION. CONTACT WATER DIVISION (208) 612-8471 FOR APPROVED METERS.
8. CITY OF IDAHO FALLS WATER DIVISION SHALL OWN AND MAINTAIN WATER METERS AND REGISTERS IN INTERIOR METER SETTERS AND MANIFOLDS.

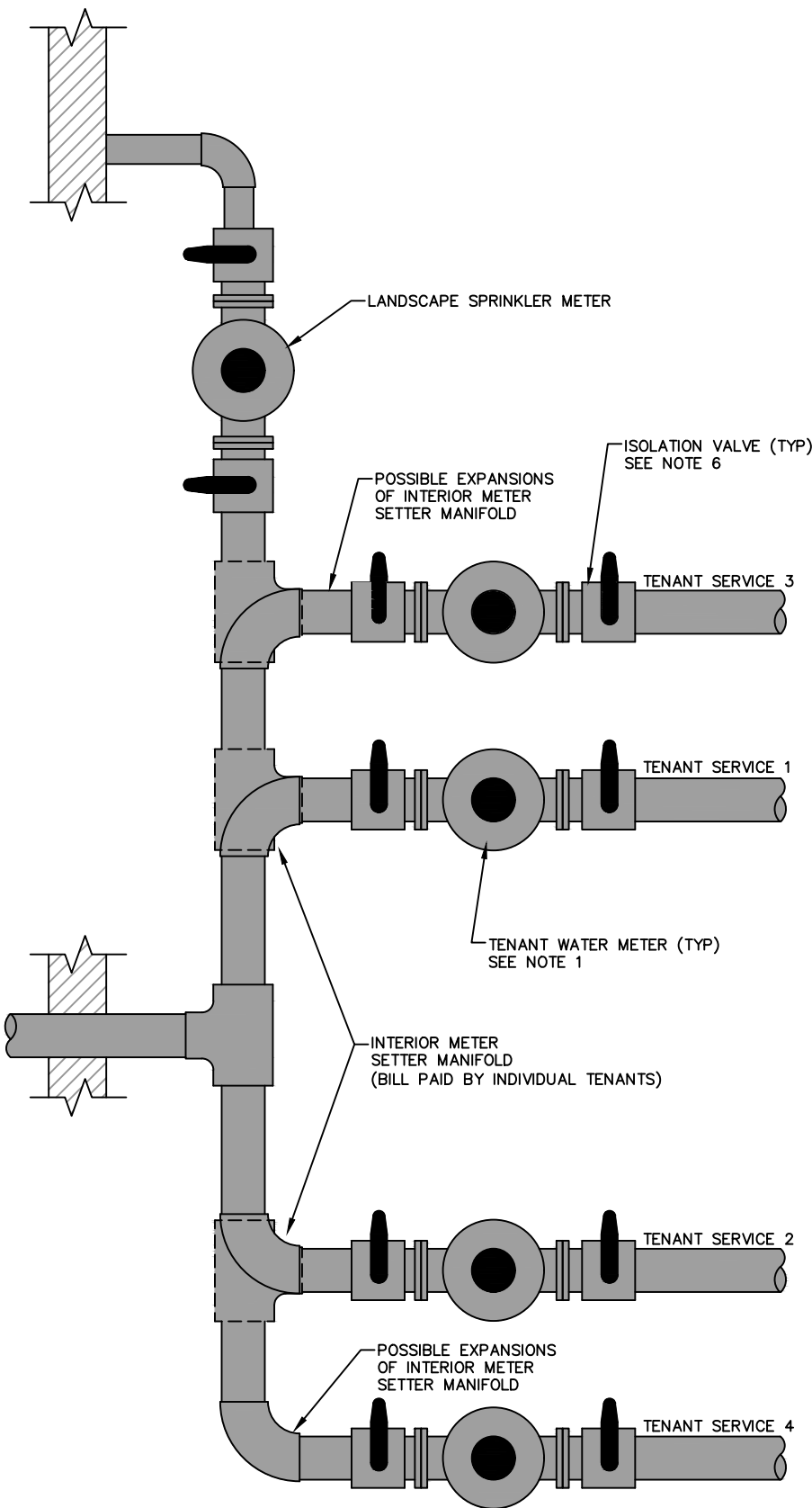
2018 REVISION

CITY OF IDAHO FALLS

**WATER LINES  
SERVICE LINES**

STANDARD DRAWING  
NO. **IF-401E**





## NOTES:

1. PER IDAHO ADMINISTRATIVE CODE (IDAPA 58.01.08) ALL NEW WATER SERVICE LINE INSTALLATIONS SHALL INSTALL PROVISIONS FOR A WATER METER (EITHER A METER BOX OR A COMMERCIAL INTERIOR METER SETTER) TO CAPTURE BOTH DOMESTIC AND LANDSCAPE SPRINKLING USES.
2. WHENEVER POSSIBLE, WATER METERS FOR COMMERCIAL INTERIOR METER SETTERS MUST BE MOUNTED IN A HORIZONTAL POSITION.
3. LANDSCAPE SPRINKLER LINES MUST CONNECT TO SERVICE LINE AFTER WATER METER, OR CONTRACTOR WILL BE REQUIRED TO INSTALL A SEPARATE METER BOX FOR LANDSCAPE SPRINKLER LINE.
4. COMMERCIAL INTERIOR METER SETTER SHALL BE LOCATED IN A HEATED MECHANICAL ROOM.
5. METER BY-PASS LINES REQUIRE PRIOR WRITTEN APPROVAL FROM THE WATER DIVISION. FOR APPROVAL, CONTACT WATER DIVISION (208) 612-8471.
6. ISOLATION VALVES SHALL BE INSTALLED IMMEDIATELY UP AND DOWNSTREAM OF THE WATER METER ON COMMERCIAL INTERIOR METER SETTERS. ISOLATION VALVES SHALL BE FULL PORT BALL VALVES FOR LINES SIZES UP TO 2" AND RESILIENT SEAT GATE VALVES FOR LINE SIZES OVER 2".
7. WATER METERS MAY BE PURCHASED AT THE CITY OF IDAHO FALLS WATER DIVISION. CONTACT WATER DIVISION (208) 612-8471 FOR APPROVED METERS.
8. CITY OF IDAHO FALLS WATER DIVISION SHALL OWN AND MAINTAIN WATER METERS, REGISTERS, AND FLANGES ONLY IN INTERIOR METER SETTERS AND MANIFOLDS ALL ELSE OWNED AND MAINTAINED BY PROPERTY OWNER.
9. OWNER SHALL ENSURE THAT EACH TENANT SERVICE IS CAPTURED BY A SINGLE METER.

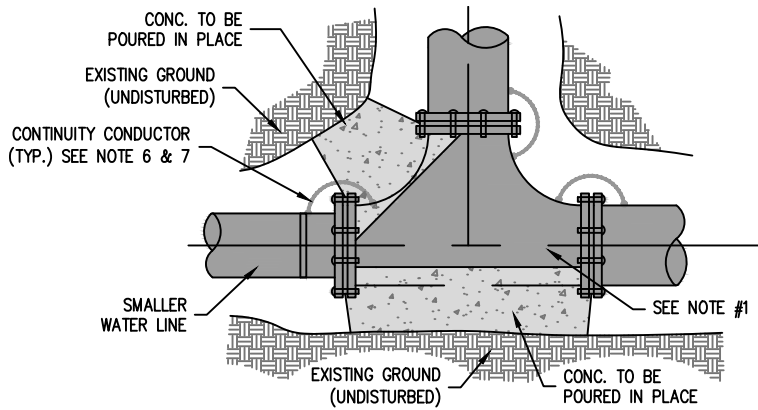
## COMMERCIAL INTERIOR METER SETTER

2018 REVISION

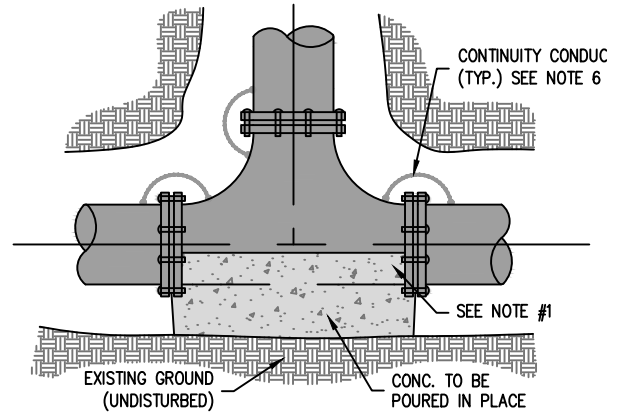
CITY OF IDAHO FALLS

WATER LINES  
SERVICE LINES

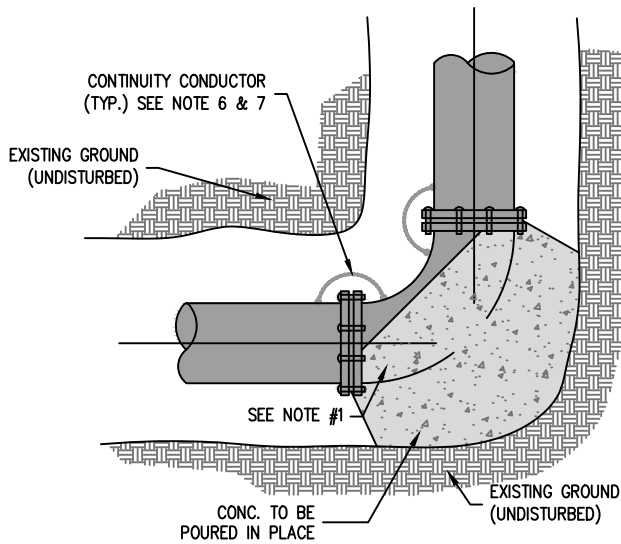
STANDARD DRAWING  
NO. IF-401F



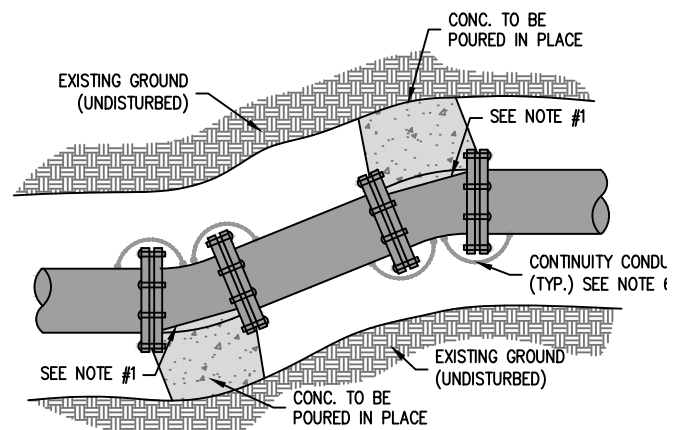
**TEE BLOCKING**  
(SMALLER LINE OR PLUG)



**TEE BLOCKING**



**BEND BLOCKING**



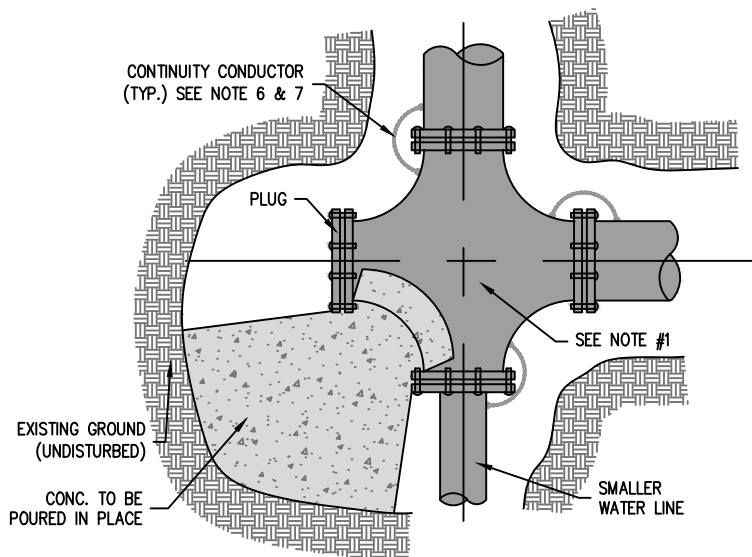
**HORIZONTAL BEND BLOCKING**

2018 REVISION

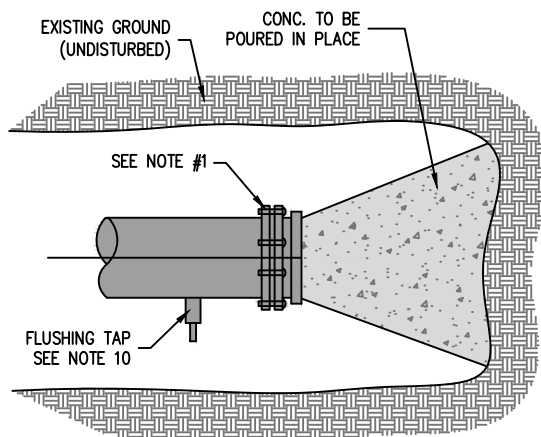
CITY OF IDAHO FALLS

**THRUST BLOCKS &  
CONTINUITY CONDUCTORS**

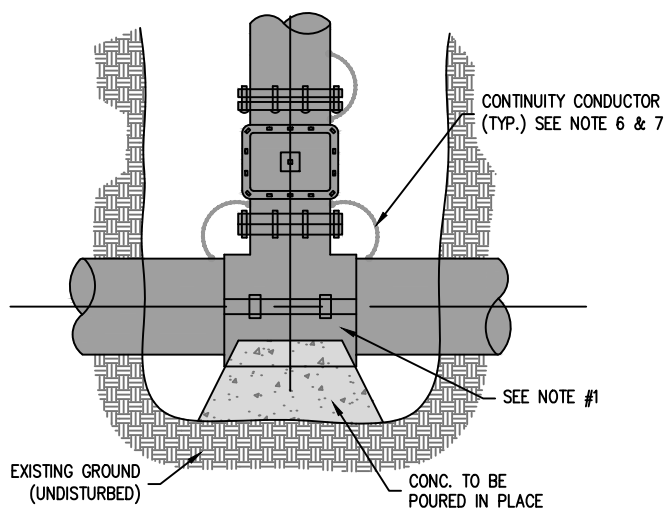
STANDARD DRAWING  
NO. **IF-403**  
Sheet 1 of 2



### CROSS BLOCKING (SMALLER LINE OR PLUG)



### PLUG BLOCKING



### TAPPING TEE BLOCKING

### NOTES:

1. ALL APPURTENANCES TO BE WRAPPED WITH 8 MIL PLASTIC TO PREVENT CONCRETE FROM ADHERING TO ANY PART OF FITTINGS.
2. ALL THRUST BLOCKING SHALL BE POURED AGAINST UNDISTURBED EARTH.
3. REQUIRED AREA OF CONCRETE SURFACE BEARING AGAINST TRENCH WALL, FOR THRUST BLOCKS.
 

|                   |              |
|-------------------|--------------|
| 4" FITTING .....  | 3.0 SQ. FT.  |
| 6" FITTING .....  | 3.0 SQ. FT.  |
| 8" FITTING .....  | 5.3 SQ. FT.  |
| 10" FITTING ..... | 8.4 SQ. FT.  |
| 12" FITTING ..... | 11.8 SQ. FT. |
| 14" FITTING ..... | 16.2 SQ. FT. |
| 16" FITTING ..... | 21.1 SQ. FT. |
| 18" FITTING ..... | 26.7 SQ. FT. |
| 20" FITTING ..... | 33.0 SQ. FT. |
| 24" FITTING ..... | 47.3 SQ. FT. |
4. JOINT RESTRAINTS REQUIRED IF WATER LINE IS PLACED IN SERVICE PRIOR TO THRUST BLOCK ATTAINING REQUIRED STRENGTH.
5. ALL THRUST BLOCKS TO BE CLASS 4 CONCRETE.
6. ALL CONTINUITY CONDUCTORS SHALL BE A MINIMUM #2 STRANDED COPPER WIRE WITH END SLEEVES.
7. CONTINUITY CONNECTION SHALL BE A CAD WELD TYPE HB OR EQUAL.
8. APPROVED WATER LINE MATERIALS LIST MAINTAINED BY CITY OF IDAHO FALLS WATER DIVISION (208) 612-8471.
9. CONTRACTOR TO NOTIFY CITY OF IDAHO FALLS WATER DIVISION AND IMPACTED CUSTOMERS OF ANY WATER LINE CLOSURES OR SERVICE OUTAGES.
10. FLUSHING TAPS SHALL ONLY BE INSTALLED ON TEMPORARY DEAD-END LINES THAT ARE PLANNED FOR FUTURE EXTENSION. UPON EXTENSION OF TEMPORARY DEAD-END LINES, FLUSHING TAP SHALL BE REMOVED AND REPLACED WITH A BRASS PLUG.
11. FLUSHING TAPS SHALL ONLY BE INSTALLED ON TEMPORARY DEAD-END LINES THAT ARE PLANNED FOR FUTURE EXTENSION. UPON EXTENSION OF TEMPORARY DEAD-END LINES, FLUSHING TAP SHALL BE REMOVED AND REPLACED WITH A BRASS PLUG.
12. FLUSH HYDRANTS (SEE IF-410) SHALL BE INSTALLED ON ALL PERMANENT DEAD-END LINES (I.E. CUL-DE-SACS).

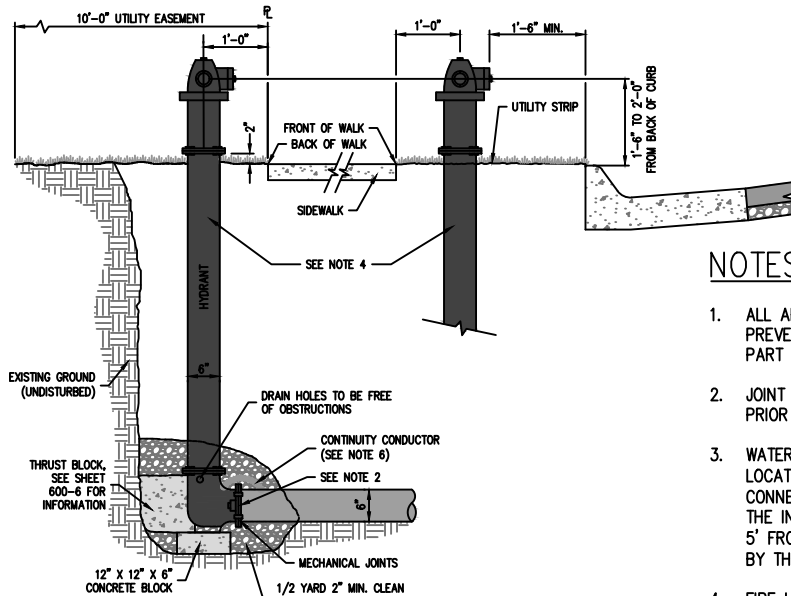
2018 REVISION

## TYPICAL THRUST BLOCKING DETAILS

CITY OF IDAHO FALLS

# THRUST BLOCKS & CONTINUITY CONDUCTORS

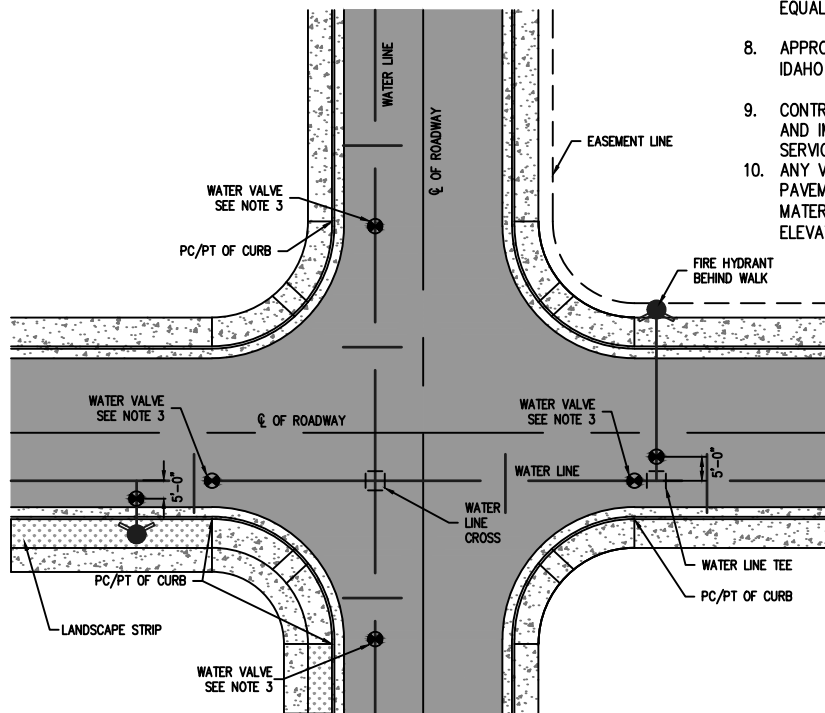
STANDARD DRAWING  
NO. **IF-403**  
Sheet 2 of 2



**FIRE HYDRANT DETAIL**

**NOTES:**

1. ALL APPURTENANCES SHALL BE WRAPPED WITH 8 MIL. PLASTIC TO PREVENT CONCRETE THRUST-BLOCKING FROM ADHERING TO ANY PART OF FITTINGS.
2. JOINT RESTRAINTS REQUIRED IF WATER LINE IS PLACED IN SERVICE PRIOR TO THRUST BLOCK ATTAINING REQUIRED STRENGTH.
3. WATER VALVES ON MAIN LINES AT INTERSECTIONS SHALL BE LOCATED AT P.C./P.T. OF CURB WHERE POSSIBLE. NO SERVICE CONNECTIONS SHALL BE ALLOWED BETWEEN WATER VALVES WITHIN THE INTERSECTION. WATER VALVES ON THE FIRE LINES SHALL BE 5' FROM THE CENTERLINE OF THE WATER MAIN OR AS DIRECTED BY THE ENGINEER.
4. FIRE HYDRANTS AND CURB STOPS SHALL BE LOCATED OUT OF SIDEWALK AREA WHERE POSSIBLE. LOCATE FIRE HYDRANTS 1'-0" BEHIND WALK IN UTILITY EASEMENT AS SHOWN OR 1'-0" IN FRONT OF WALK IF NO EASEMENT IS AVAILABLE BEHIND WALK.
5. ASPHALT CUT SHALL BE NEAT & VERTICAL IN A CIRCLE SYMMETRICALLY AROUND VALVE BOX.
6. ALL CONTINUITY CONDUCTORS SHALL BE A MINIMUM #2 STRANDED COPPER WIRE WITH END SLEEVES.
7. CONTINUITY CONNECTION SHALL BE A CAD WELD TYPE HB OR EQUAL.
8. APPROVED WATER LINE MATERIALS LIST MAINTAINED BY CITY OF IDAHO FALLS WATER DIVISION (208) 612-8471.
9. CONTRACTOR SHALL NOTIFY CITY OF IDAHO FALLS WATER DIVISION AND IMPACTED CONSUMERS OF ANY WATER LINE CLOSURES OR SERVICE OUTAGES.
10. ANY VALVE BOXES INSTALLED PERMANENTLY OUTSIDE OF PAVEMENT MUST HAVE COLLARS INSTALLED, SLOPE SURFACE MATERIAL AWAY FROM COLLAR APPROX. 1" - 1-1/2" BELOW BOX ELEVATION.



**WATER VALVE LOCATION AT INTERSECTIONS DETAIL**

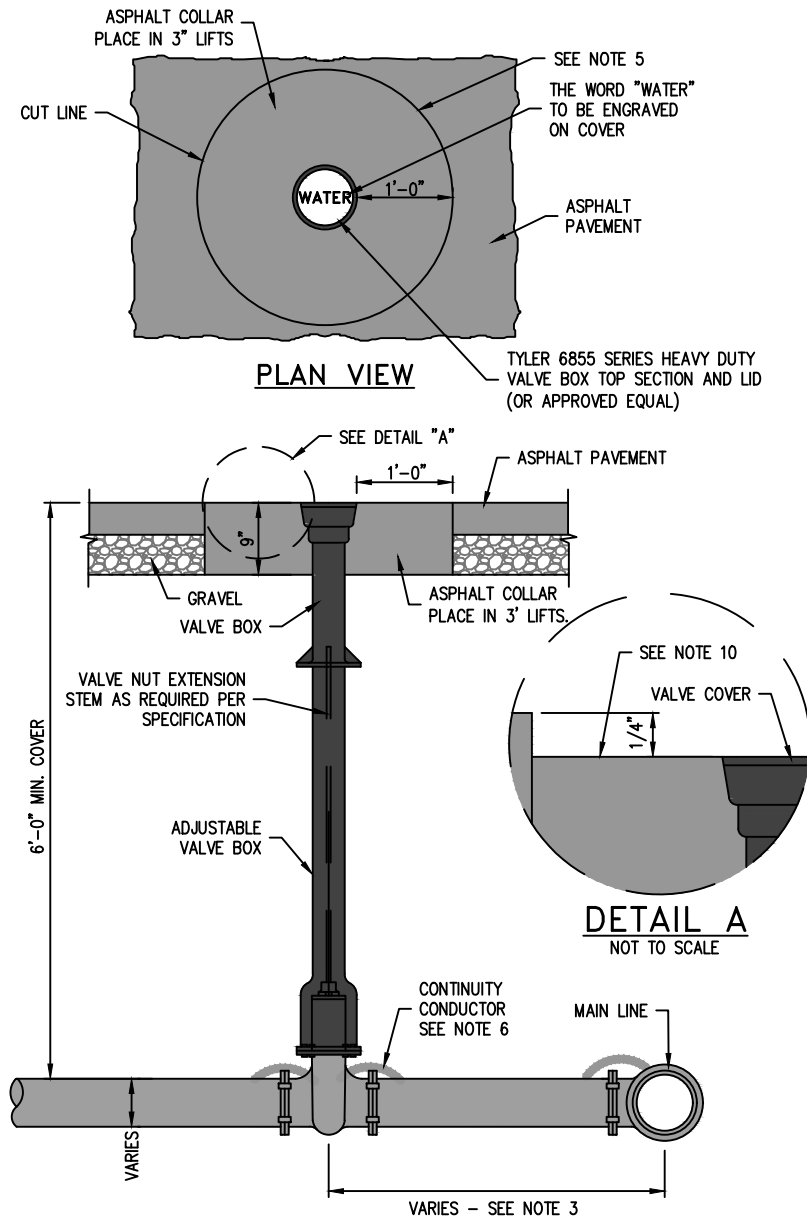
SCALE - 1"=40'

2018 REVISION

CITY OF IDAHO FALLS

**WATER LINES  
FIRE HYDRANT**

STANDARD DRAWING  
NO. **IF-404**



## WATER MAIN VALVE INSTALLATION

### NOTES:

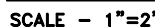
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2. JOINT RESTRAINTS REQUIRED IF WATER LINE IS PLACED IN SERVICE PRIOR TO THRUST BLOCK ATTAINING REQUIRED STRENGTH.
3. WATER VALVES ON MAIN LINES AT INTERSECTIONS SHALL BE LOCATED AT P.C./P.T. OF CURB WHERE POSSIBLE. NO SERVICE CONNECTIONS SHALL BE ALLOWED BETWEEN WATER VALVES WITHIN THE INTERSECTION. WATER VALVES ON THE FIRE LINES SHALL BE 5' FROM THE CENTERLINE OF THE WATER MAIN OR AS DIRECTED BY THE ENGINEER.
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5. ASPHALT CUT SHALL BE NEAT & VERTICAL IN A CIRCLE SYMMETRICALLY AROUND VALVE BOX.
6. ALL CONTINUITY CONDUCTORS SHALL BE A MINIMUM #2 STRANDED COPPER WIRE WITH END SLEEVES.
7. CONTINUITY CONNECTION SHALL BE A CAD WELD TYPE HB OR EQUAL.
8. APPROVED WATER LINE MATERIALS LIST MAINTAINED BY CITY OF IDAHO FALLS WATER DIVISION (208) 612-8471.
9. CONTRACTOR SHALL NOTIFY CITY OF IDAHO FALLS WATER DIVISION AND IMPACTED CONSUMERS OF ANY WATER LINE CLOSURES OR SERVICE OUTAGES.
10. ANY VALVE BOXES INSTALLED PERMANENTLY OUTSIDE OF PAVEMENT MUST HAVE COLLARS INSTALLED, SLOPE SURFACE MATERIAL AWAY FROM COLLAR APPROX. 1" - 1-1/2" BELOW BOX ELEVATION.

2018 REVISION

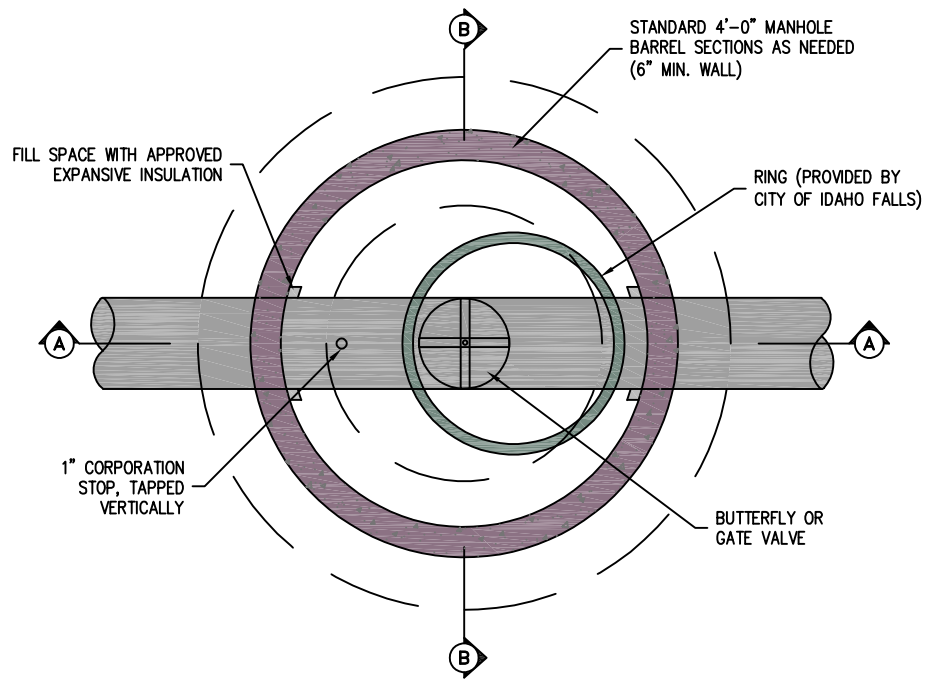
CITY OF IDAHO FALLS

WATER VALVE

STANDARD DRAWING  
NO. IF-404A

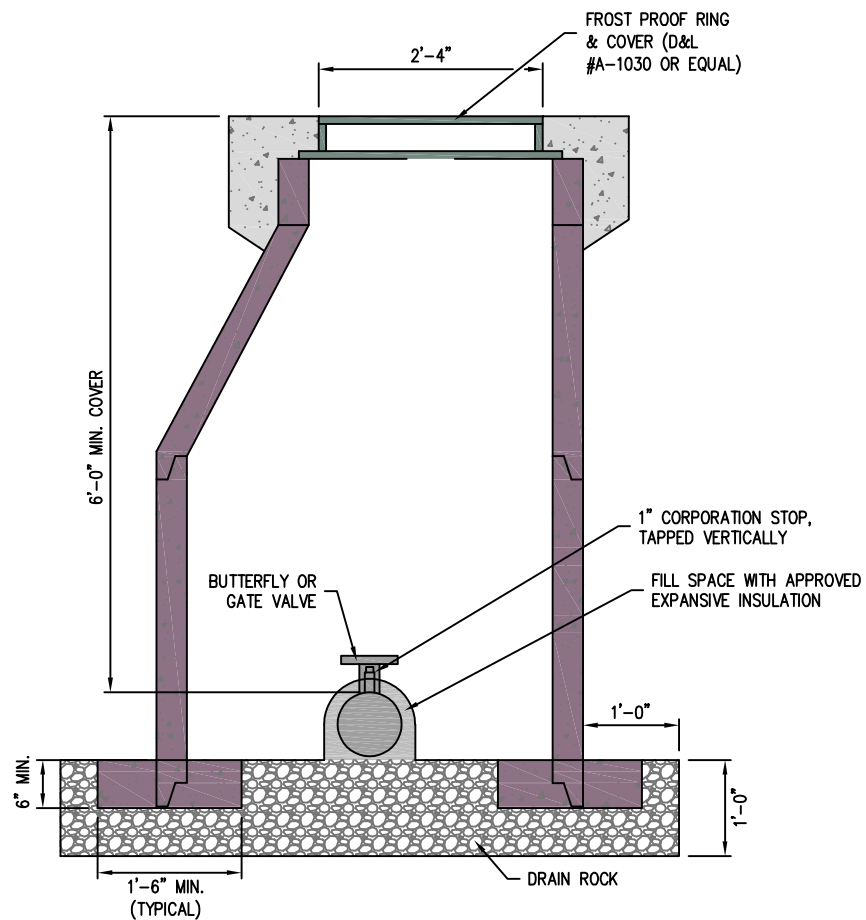


STANDARD DRAWING  
NO. IF-405



### FLOOR VIEW WITH RING PLACEMENT

NTS



### SECTION B-B

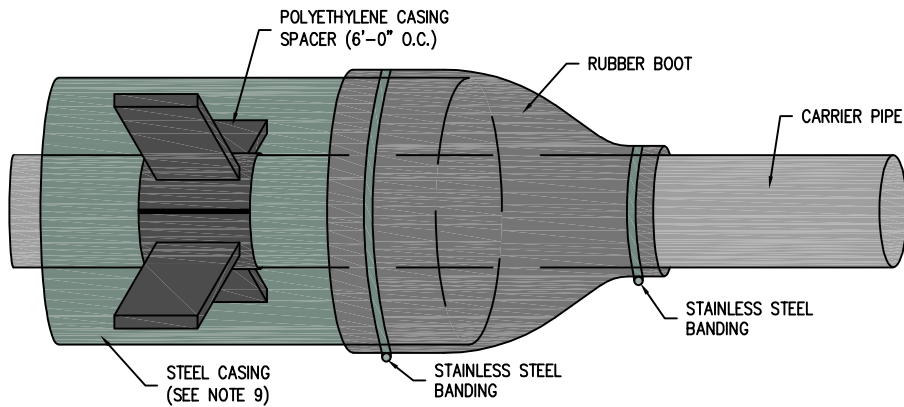
NTS

2018 REVISION

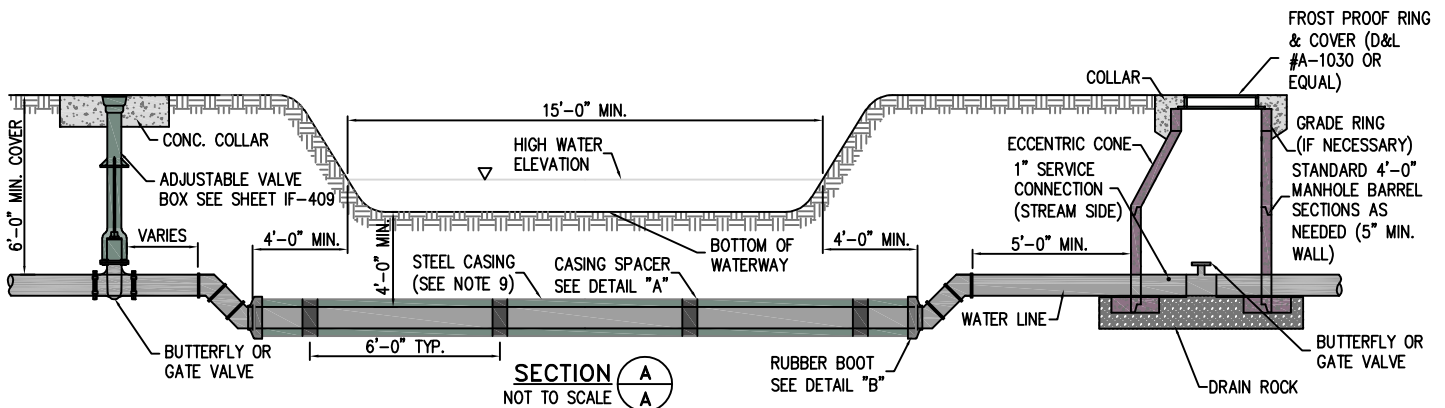
CITY OF IDAHO FALLS

## WATER MAIN ACCESS STRUCTURE

STANDARD DRAWING  
NO. **IF-409**  
Sheet 1 of 2



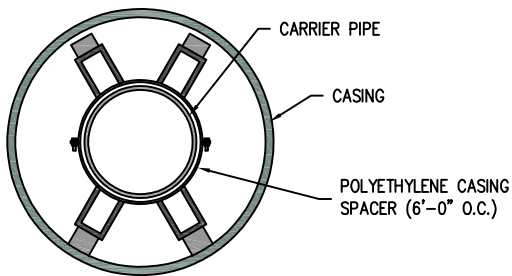
**CASING DETAIL "B"**  
NOT TO SCALE



## WATER MAIN ACCESS STRUCTURE (REQUIRED FOR ALL OPEN CHANNEL CROSSINGS GREATER THAN 15'-0" WIDE)

### NOTES:

1. ALL SURFACES (AGAINST WHICH CONCRETE OR GROUT IS TO BE PLACED) SHALL FIRST BE COATED WITH AN EPOXY BONDING AGENT SUCH AS SONNO BOND (SONNE BORN CO.), PROBOND EPOXY ET-150 (PROTEX INDUSTRIES CO.) OR EQUAL.
2. JOINTS, ETC., THAT MUST BE GROUTED, SHALL BE "DRY PACKED" WITH A NON-SHRINKING, NON-METALLIC, TYPE GROUT, SUCH AS THORITE (STANDARD DRY WALL PRODUCTS, INC.) OR EQUAL.
3. BUTTERFLY OR GATE VALVE SHALL BE INCIDENTAL.
4. WATER LINE SHALL HAVE MIN. 3'-0" COVER UNDER CANAL FLOOR.
5. TOP OF WATER LINE CASING UNDER BRIDGE STRUCTURE SHALL BE 3' BELOW BRIDGE FOOTINGS WHERE POSSIBLE (2'-0" MIN.).
6. APPROVED WATER LINE MATERIALS LIST MAINTAINED BY CITY OF IDAHO FALLS WATER DIVISION (208) 612-8471.
7. CONTRACTOR SHALL NOTIFY CITY OF IDAHO FALLS WATER DIVISION AND IMPACTED CUSTOMERS OF ANY WATER LINE CLOSURES OR SERVICE OUTAGES.
8. NO SERVICE CONNECTIONS WILL BE ALLOWED BETWEEN WATER MAIN ACCESS STRUCTURE AND VALVE BOX.
9. STEEL CASING WALL THICKNESS SHALL BE IN CONFORMANCE WITH SECTION 308.



**CASING DETAIL "A"**  
SCALE - 1"=1'

2018 REVISION

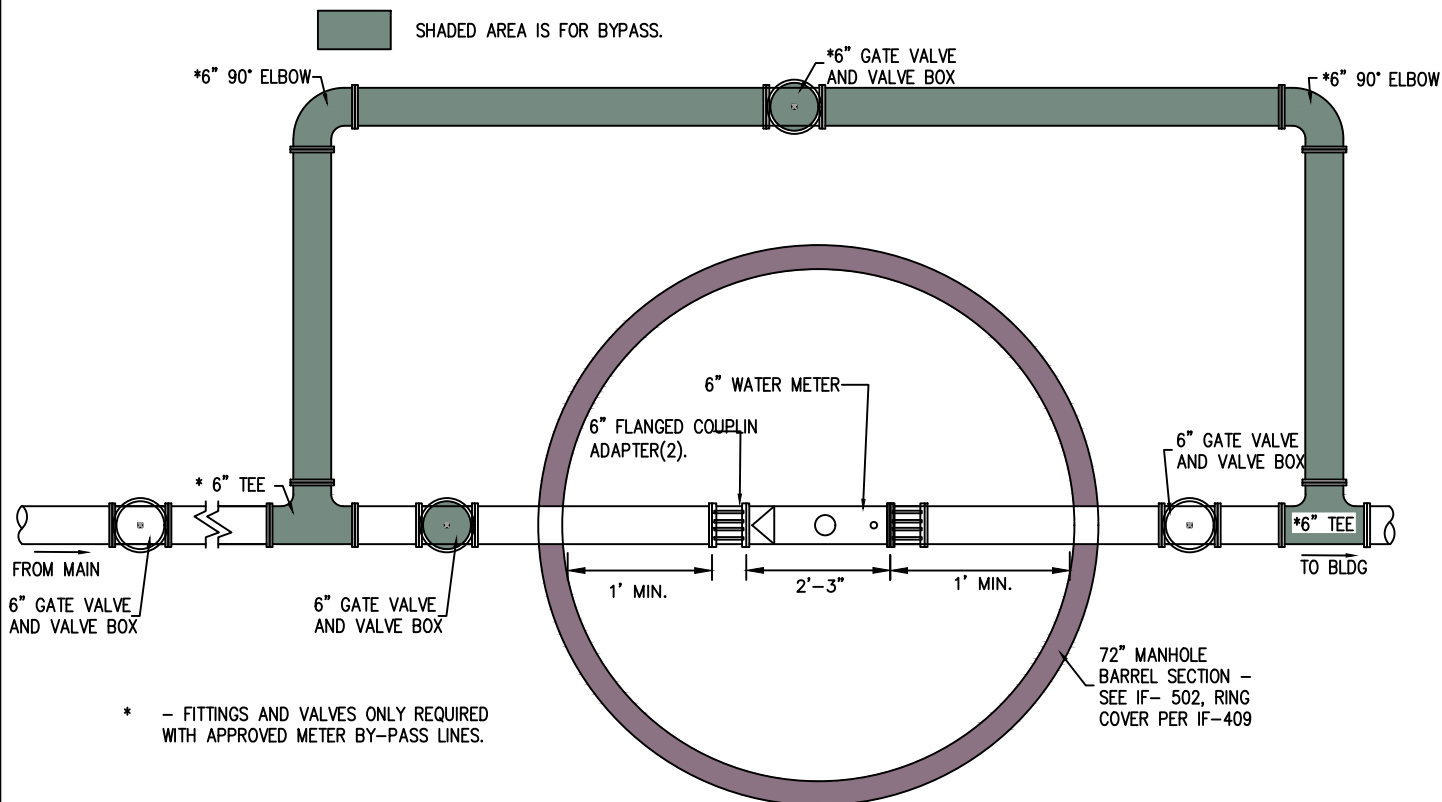
CITY OF IDAHO FALLS

## WATER MAIN ACCESS STRUCTURE

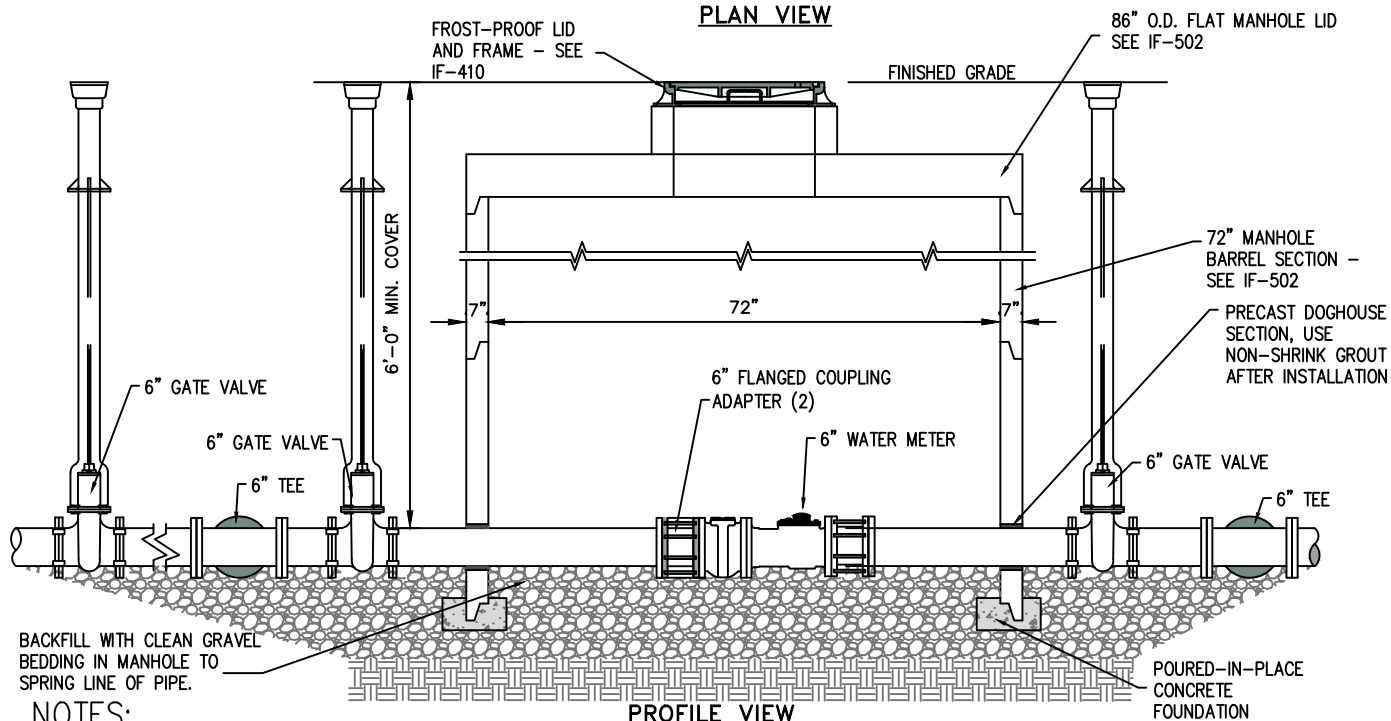
STANDARD DRAWING  
NO. **IF-409**  
Sheet 2 of 2







PLAN VIEW



PROFILE VIEW

**6" WATER LINE W/ 72" MANHOLE**

- NOTES:**
1. ALL FITTINGS AND VALVES SHOWN IN METER BY-PASS LINES SHALL BE RESTRAINED.
  2. FLANGED COUPLING ADAPTERS SHALL BE ROMAC FCG SERIES OR APPROVED EQUAL.
  3. METER BY-PASS LINES REQUIRE PRIOR WRITTEN APPROVAL FROM THE WATER DIVISION. FOR APPROVAL, CONTACT WATER DIVISION AT (208) 612-8471.
  4. ALL METER MANHOLE LIDS TO BE CENTERED IN MANHOLE, NO EXCEPTIONS.
  5. STRAINERS ARE REQUIRED ON COMPOUND AND TURBINE METERS.
  6. ALL FITTINGS TO BE MECHANICAL JOINT.

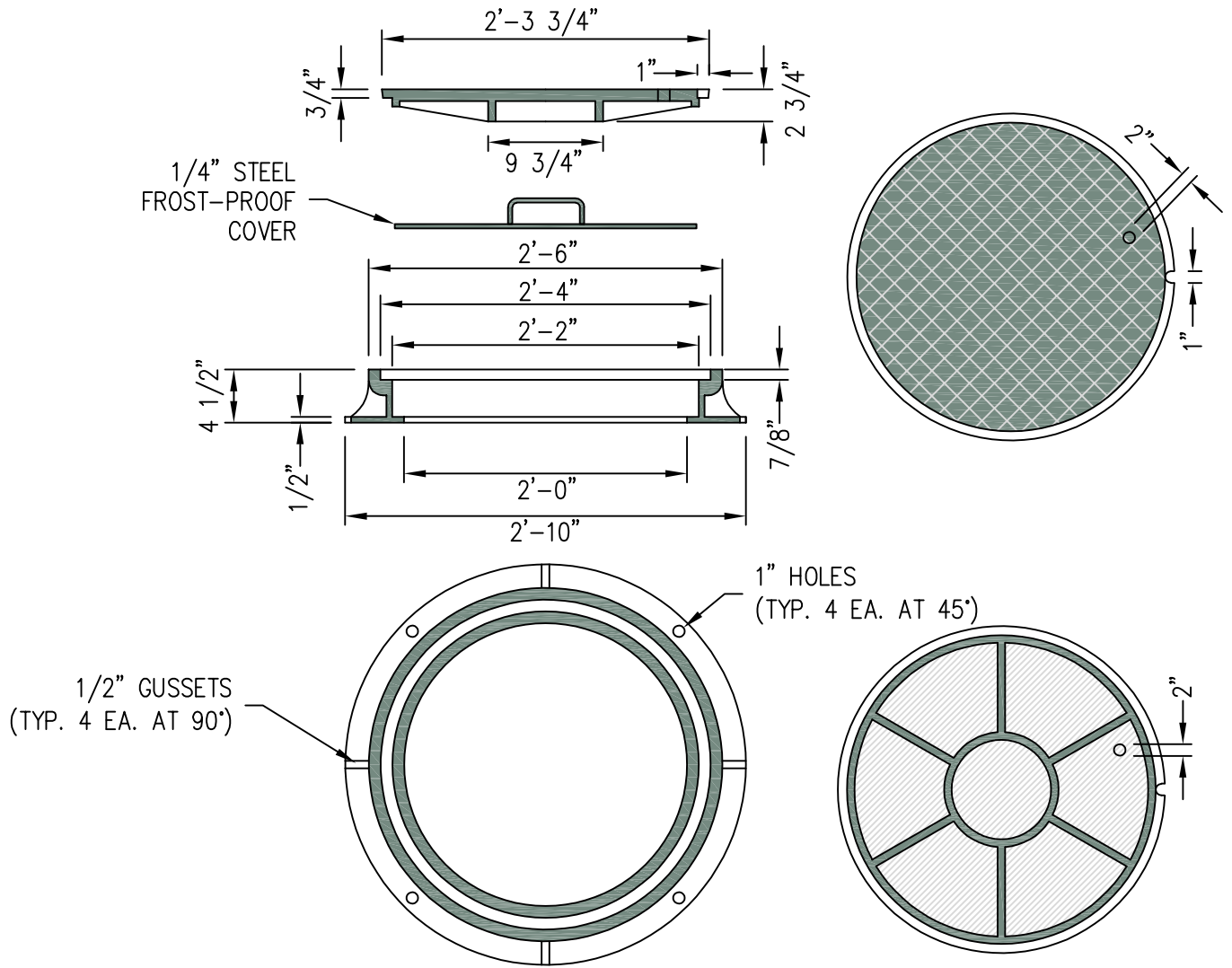
2021 REVISION

CITY OF IDAHO FALLS

**6" WATER METER  
MANHOLES**

STANDARD DRAWING  
NO. **IF-410A**





**METER BOX RING AND COVER DETAIL**  
(FROST PROOF) NTS

2018 REVISION

|                     |                             |                                 |
|---------------------|-----------------------------|---------------------------------|
| CITY OF IDAHO FALLS | METER BOX<br>RING AND COVER | STANDARD DRAWING<br>NO. IF-410C |
|---------------------|-----------------------------|---------------------------------|

**CITY OF IDAHO FALLS**

**SUPPLEMENTAL SPECIFICATIONS TO  
THE ISPWC**

**DIVISION 500 - SEWER**

# **CITY OF IDAHO FALLS SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC**

## Division 500 – Sewer

### Section 501 – Gravity Sewers, Part 1.4 Submittals

**Delete** Item D and **insert** new Item D:

- D. Closed circuit television inspection video and logs.

### Section 501 — Gravity Sewers, Part 2.1 Pipe Size, Type and Strength

**Delete** Item B and **insert** new Item B:

- B. If type and strength classifications are not indicated in the Contract Documents, use any of the alternate pipe materials meeting the minimum requirements of this section, after obtaining written approval from the Engineer for any materials other than solid wall PVC.

**Add** new Item D:

- D. When pipe is to be installed with less than 2 feet of cover (requires written approval from Engineer), use Class 50 ductile iron pipe.

### Section 501 — Gravity Sewers, Part 2.2 Gravity Sewer Pipe and Fittings

**Delete** Item I.2 and **insert** new Item I.2:

- I.2. Minimum Class: Class III or as indicated in the Contract Documents.

**Delete** Item J and **insert** new Item J:

- J. Pressure Pipe for Gravity Sewers.
  - 1. Meet pipe and fitting specifications of Section 401 – Water Pipe and Fittings, Part 2 Materials.

**Add** new Item K:

- K. System Prequalification.

1. Prequalification of joint system for water tightness prior to installation: Provide material and test equipment from the manufacturer for proof testing. Test according to the requirements of Part 3.4 Testing. Submit test specimens and results to the Engineer.

#### Section 501 — Gravity Sewers, Part 3.4 Testing

##### **Add** Item H.12:

- H.12. The City pays the costs of the initial CCTV inspection unless otherwise provided for by contract. The Contractor is responsible for the cost of any re-inspection or inspection performed solely for the benefit of the Contractor.

#### Section 502 — Manholes, Part 1.4 Submittals

##### **Delete** Item A and **insert** new Item A:

- A. Submit shop drawings for materials to be installed or furnished under this section. Include manhole steps only if indicated in the plans or otherwise approved in writing by the Engineer.

#### Section 502 — Manholes, Part 2.1 Manhole Size, Type and Strength

##### **Add** new Items D, E and F:

- D. Use cast-in-place manholes only with prior written approval of the Engineer.
- E. Use concentric cones only with prior written approval of the Engineer.
- F. Meet HS25 traffic loading requirements.

#### Section 502 — Manholes, Part 2.4 Grade Rings

##### **Add** new Item E:

- E. Use material other than precast concrete grade rings only with prior written approval of the Engineer.

#### Section 502 — Manholes, Part 2.5 Frames and Covers

##### **Delete** Item A and **insert** new Item A:

- A. Size and shape: As detailed in Standard Drawings IF-507A – Standard Manhole

Cover and Frame, IF-507B – Wide Flange Manhole Cover and Frame, and IF-507C – Reversible Manhole Cover and Frame.

#### Section 502 — Manholes, Part 3.9 Installation of Steps

**Delete** Item A and **insert** new Item A:

- A. Install manhole steps only if indicated on the plans or otherwise approved in writing by the Engineer.

#### Section 502 — Manholes, Part 3 Workmanship

**Add** new Part 3.16 Sewage Bypass Systems

- A. Prior to pipe removal, implement bypass flow procedures in accordance with Section 512 – Sewage Bypass Systems and the approved plan.

#### Section 509 — CIPP Rehabilitation, Part 2.1 Materials

**Add** new Part 2.1.E:

- E. Trenching pipe patching system: Pipe Patch Cured-In-Place-Pipe (CIPP) from Source One Environmental or approved equal. Meet requirements of ASTM F 1216.

#### Section 509 — CIPP Rehabilitation, Part 3 Execution

**Add** new Part 3.12 CIPP Patch:

- 12. Follow manufacturer's recommendations for cleaning/ inspecting/preparing the pipe, installing and curing the patch, handling sewage flow, etc. Comply with the requirements of this Section 509 for items of work not specifically directed by the manufacturer. Where the damaged section of pipe intended for repair is too long to be accommodated with a single patch, use multiple overlapping patches.

#### Section 509 — CIPP Rehabilitation, Part 4.1 Measurement and Payment

**Add** Item F:

- F. CIPP Patch: On a per-each basis to patch section of sewer pipe. Includes mobilizing equipment, set up for installation, pre-cleaning, pre- and post-CCTV documentation, materials, labor, tools, testing, surface restoration, and related work.



1. Bid Schedule Payment Reference: 509.4.1.F.1.
2. Bid Schedule Description: CIPP Patch...each (EA).

## Division 500 — Sewer

### **Add** new Section 513 Sanitary Sewer Lift Stations

#### SECTION 513 — SANITARY SEWER LIFT STATIONS

##### PART 1 GENERAL

###### 1.1 SECTION INCLUDES

- A. Sanitary sewer lift station materials and installation.

###### 1.2 RELATED SECTIONS

- A. Section 204 — Structural Excavation and Backfill.
- B. Section 305 — Pipe Bedding.
- C. Section 703 — Cast-in-Place Concrete.
- D. Section 802 — Crushed Aggregate.

###### 1.3 REFERENCES

- A. ASTM C 478: Precast Reinforced Concrete Manhole Section.
- B. ASTM C 497: Standard Test Methods for Concrete Pipe, Manhole Sections, or Tile.
- C. Local City and State electrical codes and the National Electric Code (NEC), current edition.

###### 1.4 SUBMITTALS

- A. Submit show drawings for materials to be installed or furnished under this section.
- B. Submit manufacturer's certification that manholes, pipes, pumps, panels, and appurtenances meet or exceed specified requirements.

- C. Submit manufacturer's installation instructions and maintain copy at the jobsite.

#### 1.5 PROJECT RECORD DOCUMENTS

- A. Accurately record actual locations of constructed lift stations and other encountered utilities in relation to existing permanent benchmarks.
- B. Provide copy of record documents to Owner prior to issuance of substantial completion.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Handle and store manhole sections, covers, pipes, pumps, panels, and appurtenances in a manner which prevents shock, damage, or detrimental exposure to weather.
- B. Protect joint sealing material used for lift station structure manholes from sunlight and contamination until ready for installation in the manhole.

### PART 2 MATERIALS

#### 2.1 LIFT STATION STRUCTURES

- A. Standard precast concrete units conforming to ASTM C 478 or cast-in-place concrete. Conform in all respects to Standard Drawing IF-516A and as modified by the Contract Documents.
- B. Reinforced concrete floor with #5 rebar on 6-inch centers placed in both directions.
- C. Flat concrete lid. 30 inch by 48 inch hinged metal access cover with upper guide brackets, chain hooks, lid support, and horizontal bar for attachment of the liquid level sensor cables. Meet the loading requirements shown on the Plans and in Standard Drawings. Meet or exceed HS-25 loading requirements if situated where vehicles can drive over the lid.

#### 2.2 PRESSURE PIPE, VENT PIPE AND CONDUITS

- A. Pressure pipe: 4" minimum diameter or as required by size of pumps. Ductile iron inside the lift station and over to and through

the valve vault. Downstream of valve vault conform with Section 505 — Pressure Sewers.

- B. Ball check valves: Flygt HDL TYPE 5087 or approved equal.
- C. Vent pipe: 4-inch galvanized rigid steel pipe with threaded fittings. Threaded collar on the above-ground end of the vent pipe, with a welded 1/8-inch screen covering the opening.
- D. Electrical conduits: Galvanized rigid steel meeting the requirements of NEC and of the size required for the conductor or as shown in the Standard Drawings, whichever is larger.

## 2.3 SUBMERSIBLE PUMPS

- A. Neva-Clog Flygt wastewater pumps or approved equal.
- B. Equipped with the required size electric motor connected for operation on a 208/240-volt, 3-phase, 60-hertz, 4-wire service with a minimum of 35 feet of Type SPC cable suitable for submersible pump applications or as approved by the Engineer.
- C. Power cable: Sized according to NEC and ICEA Standards with a P-MSHA approval. Connect from the pumps directly to the control panel.
- D. Furnish each pump with a minimum of 25 feet of stainless steel lifting chain of adequate strength to safely raise and lower the pump with 2 galvanized or stainless steel lifting rails and with mounting hardware and stainless steel bolts to fit the pumps and bases to the lift station as shown on the Standard Drawings.

## 2.4 PUMP CONTROLS

- A. Pump control panel: Minimum 36" X 30" X 12" NEMA Type 4 gasketed, watertight, dust tight, lockable enclosure. 208/240 volts, 3-phase, 60-hertz, 4-wire service or as approved by the Engineer. All electrical equipment U.L. listed.
- B. Panel Requirements.
  - 1. Intrinsically safe solid state alternator for two or more pumps which provides alternating operation of pumps under normal conditions and provides simultaneous

operation of both pumps in case of high level conditions.

2.     Condensation heater.
3.     Lightning arrestor.
4.     Adapter for direct connection of auxiliary power supply, to be Appleton Cat. #ADJA6044150RS 60A 4W 4P STY. 1 or as required with a male end inside the receptacle. Transfer switch.
5.     Pump motor controls, to include:
  - a.     Running time meter.
  - b.     Pump run light.
  - c.     Combination circuit breaker/overload with manual reset for protection against current overloads, short-circuit protection and disconnect for all phases.
  - d.     Across-the-line magnetic contactor.
  - e.     Hand/off/auto pump operations selector switch.
  - f.     Amperage meters with interior panel door display, sized appropriately based on the individual pump motor.
- C.     Liquid pressure transducer mounted in the lift station manhole, communication cable, and control unit(s) for pump control.
- D.     Equipment to be compatible with the lift station pump control and designed for the site conditions.
- E.     Control unit installed in a lockable weather resistant enclosure mounted on the Lift Station Control Pedestal a minimum of 30 inches above the Lift Station Lid.
- F.     Design the control system for a duplex pump system capable of ensuring that the lead pump changes with each “pump on” event.
- G.     Design the control unit to allow the operator to control pump

operation from the unit mounted on the lift Station Pedestal with a liquid level selection range between 0 and 30 feet. Control unit to control pump and alarm operation at the following operator-selected liquid level elevations that occur in the Lift Station Manhole (with elevations supplied by the Idaho Falls Wastewater Division):

1. Pump off (minimum liquid level).
2. Lead pump on.
3. Lag pump on.
4. Alarm on.

- H. All electrical conduit openings that penetrate the lift station wall to have pliable removable seal-offs, NEMA-approved for Class I Division I locations.

## PART 3 WORKMANSHIP

### 3.1 SUBMERSIBLE PUMPS AND CONTROLS

- A. Install all equipment in a neat, plumb and workmanlike manner in accordance with the manufacturer's recommendations.
- B. Mount the level transducer on the lift station wall in accordance with the manufacturer recommendations and in a location that is accessible at access hatch and minimizes false liquid level readings.

### 3.2 ELECTRICAL WORK

- A. Complete all electrical work in accordance with the Plans, these Specifications, all local City and State electrical codes and the NEC, current edition, by licensed electricians.
- B. Obtain an electrical installation permit from the City prior to starting construction.

### 3.3 ELECTRICAL SERVICE

- A. Install conduit and wire from the meter base at the lift station control panel to the power supply as shown on the Plans or as

directed by Idaho Falls Power representatives.

- B. Arrange for inspection by the Idaho Falls Building Division upon completion of the lift station installation. Pay any inspection fees not waived by said Division (incidental—no additional compensation).

### 3.4 ALARM SYSTEMS

- A. Sanitary sewer lift stations: Alarms to be accommodated through the telemetry system.
- B. Storm lift stations: Install an alarm light on the outside of the control panel. Connect the high-level alarm sensor cable from the lift station to the control panel. Notify the Idaho Falls Wastewater Division when the alarm system work is completed to verify that the alarm system is functioning properly.

### 3.5 PRESSURE DISCHARGE PIPE

- A. Install pressure discharge pipe to gravity drain to the discharge manhole if possible. Install the pipe at an elevation so the top of the pressure discharge pipe and the top of the gravity pipe in the discharge manhole are level. Direct the outflow of the pressure discharge pipe at the gravity pipe invert.
- B. Locate ball check valves and isolation valves as shown in the Standard Drawings.

### 3.6 CONDUITS

- A. Install conduits in sand bedding as shown on the Standard Drawings.
- B. Blow conduits free of any loose debris or moisture prior to pulling any wire and seal conduits thereafter.

### 3.7 START-UP AND TRAINING

- A. Upon completion of construction, notify the Engineer and the Idaho Falls Wastewater Division of the date and time for initial start-up of the lift station.
- B. Complete a minimum 4-hour test period, provide up to 8 hours of

operation training for Idaho Falls Wastewater Division personnel, if required, and provide 6 copies of an approved Operation and Maintenance Manual to the City prior to acceptance.

PART 4 MEASUREMENT AND PAYMENT

4.1 Sanitary sewer lift station to be measured on a lump sum basis complete, in place, and fully operational as stated in these Specifications. Payment includes full compensation for all labor, materials, equipment and tools necessary to furnish, install, test and make ready for service the lift station complete and in place as shown on the Standard Drawings, Plans, and as directed by the Engineer. If not specifically indicated otherwise on the Plans and specifically included in the Bid Schedule, all items required to perform the work, including structure excavation and structure backfill, precast concrete manhole, lift station wet well, pipe, discharge pipe and fittings, trench excavation and backfill, submersible pumps and controls, and any other required items, are incidental to the Bid Item.

A. Sanitary Sewer Lift Station: On a lump sum basis for the construction of a fully operational lift station.

1. Bid Schedule Payment Reference: 513.4.1.A.1.
2. Bid Schedule Description: Sanitary Sewer Lift Station... lump sum (LS).

Division 500 – Sewer – Standard Drawings

**Delete** the following Standard Drawings:

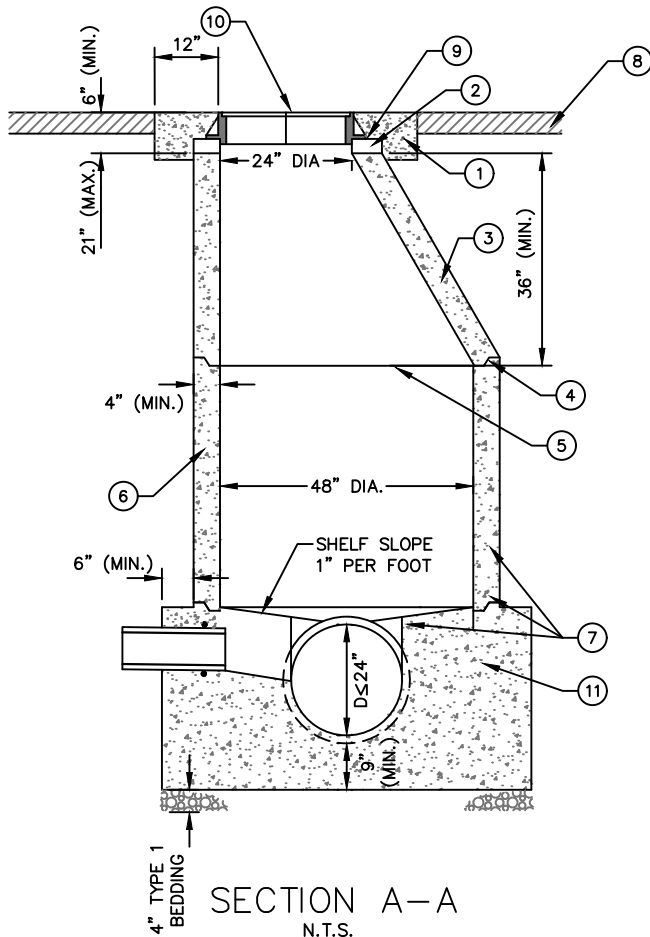
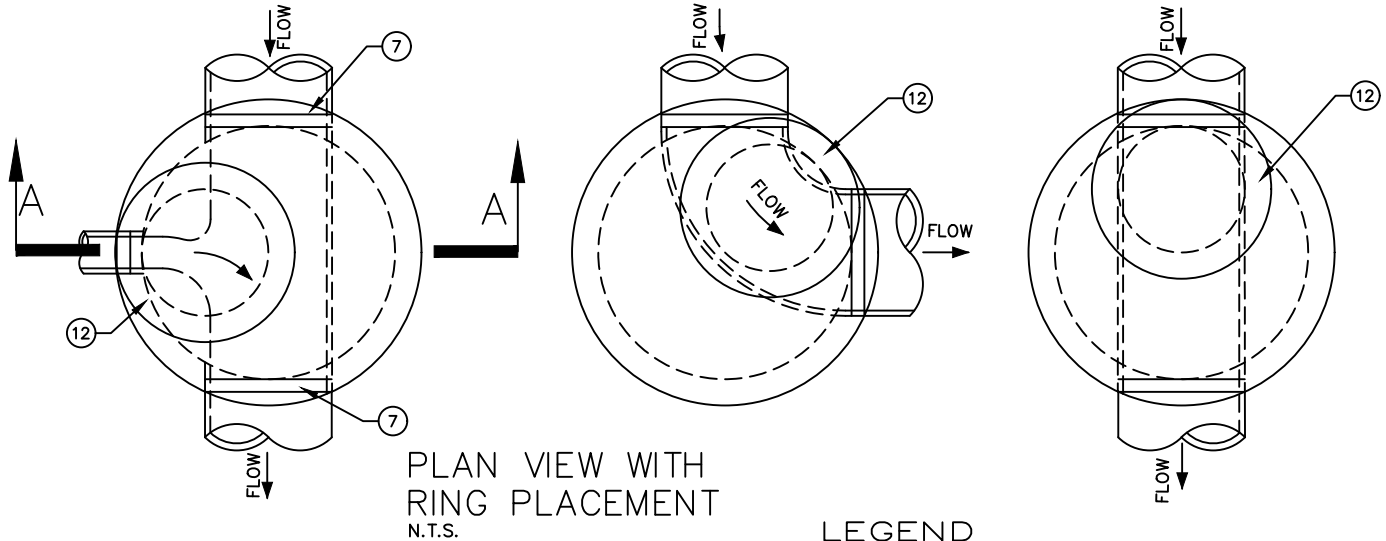
Delete SD-501  
Delete SD-502  
Delete SD-503  
Delete SD-504  
Delete SD-505  
Delete SD-507  
Delete SD-507A  
Delete SD-508  
Delete SD-509  
Delete SD-511  
Delete SD-511A  
Delete SD-511B  
Delete SD-512

**Add** the following Idaho Falls Standard Drawings:

- Add IF-501
- Add IF-502
- Add IF-503
- Add IF-504
- Add IF-505
- Add IF-507A
- Add IF-507B
- Add IF-507C
- Add IF-507D
- Add IF-508A
- Add IF-508B
- Add IF-511
- Add IF-512
- Add IF-516 (3 sheets)
- Add IF-517A
- Add IF-517B
- Add IF-518A
- Add IF-518B



4 FT. OR GREATER DEPTH,  
PIPE DIA.  $\leq 24"$



### LEGEND

- ① CONCRETE/ASPHALT COLLAR IN PAVED STREET SECTIONS PER IF-508A or IF-508B
- ② GRADE RINGS GROUTED WATERTIGHT IN PLACE, NOT TO EXCEED 21" FROM FINISHED SURFACE TO TOP OF CONE. SEE IF-517A & IF-517B.
- ③ PRECAST MONOLITHIC ECCENTRIC CONE SECTION. (REBAR NOT SHOWN).
- ④ RAMNEK OR APPROVED GASKETS ALL JOINTS.
- ⑤ PROPERLY ALIGN ALL INTERIOR JOINTS.
- ⑥ PRECAST CONCRETE MANHOLE-BARREL SECTION (REBAR NOT SHOWN).
- ⑦ PRECAST GASKETED HUB RING OR RUBBER GASKETED COLLAR-FLEXIBLE AND WATER TIGHT.
- ⑧ REPLACEMENT SURFACING TO MATCH FLUSH WITH EXISTING SURFACING (AC SHOWN).
- ⑨ FRAME TO BE GROUTED TO GRADE RINGS.
- ⑩ FRAME AND COVER PER IF-507A.
- ⑪ CAST IN PLACE MANHOLE BASE. SEE SD-501A FOR PREFABRICATED BASE.
- ⑫ ROTATE CONE AS SHOWN IN RELATION TO PIPE SETUP AND DIRECTION OF FLOW. ALL OTHER CONFIGURATIONS TO HAVE WRITTEN ENGINEERS APPROVAL.

### NOTES:

- Ⓐ PROVIDE MANHOLE CONCRETE REINFORCING TO ACCOMMODATE TRAFFIC LOADINGS.
- Ⓑ FOR DIAMETER, D, GREATER THAN 24", SEE IF-502 OR SD-503.
- Ⓒ FRAME AND COVER SHALL BE FLUSH WITH SLOPE OF PAVEMENT.
- Ⓓ WHERE PVC PIPE IS UTILIZED, INSTALL A RUBBER RING OR GASKET COLLAR WHERE THE PIPE IS IN CONTACT WITH MANHOLE BASE AND/OR MANHOLE CHANNEL, IN ORDER TO ENSURE A WATERTIGHT SEAL.
- Ⓔ EITHER BASE ON IF-501 OR SD-501A MAY BE USED WITH ANY STANDARD MANHOLE TYPE A.

2018 REVISION

CITY OF IDAHO FALLS

STANDARD MANHOLE  
TYPE A

STANDARD DRAWING  
NO. IF-501

Section A-A N.T.S. (Not To Scale) of a manhole structure. The diagram shows a cross-section of a concrete manhole with a circular opening. Key dimensions and components are labeled:

- Top Section:** A 6" (MIN.) thick layer at the top, with a 21" (MAX.) dimension for the overall top structure.
- Manhole Opening:** A 24" DIA. MIN. opening at the top, leading to a larger 54"-72" DIAMETER MANHOLE FOR PIPE D = 27-36".
- Wall Thickness:** The wall thickness is 5" (MIN.) on the right side.
- Rebar:** A note indicates (REBAR NOT SHOWN).
- Bottom Section:** A shelf slope of 1" PER FOOT is shown. The bottom opening has a diameter of D=27"-36".
- Bedding:** A 9" MIN. thick bedding layer is shown at the bottom, with a 4" TYPE 1 BEDDING layer below it.
- Dimensions:** The overall height of the manhole varies (6' MIN. WHERE DEPTH PERMITS). The bottom section varies in height.
- Labels:** Various numbered labels (1, 2, 3, 4, 5, 6, 8, 9, 10, 11) point to specific components of the structure.

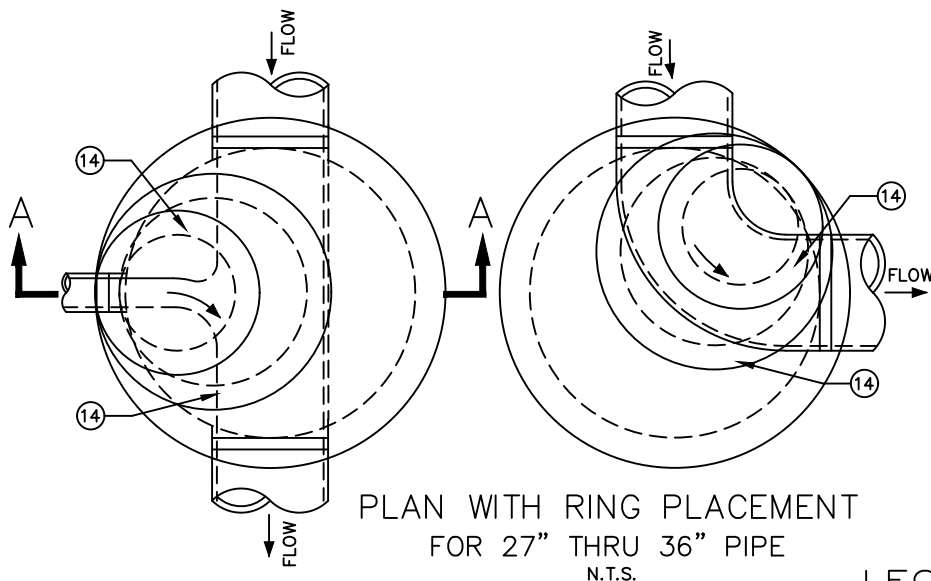
- ① CONCRETE/COLLAR/SPHALT COLLAR IN PAVED AND GRAVEL AREAS PER IF-508A or IF-508B.
- ② GRADE RINGS GROUT WATERTIGHT IN PLACE, NOT TO EXCEED 21" FROM FINISHED SURFACE TO TOP OF CONE. SEE IF-517A & IF-517B.
- ③ REINFORCED CONCRETE REDUCER SLAB.
- ④ RAMNEK OR APPROVED GASKET AT ALL JOINTS.
- ⑤ PROPERLY ALIGN ALL INTERIOR JOINTS.
- ⑥ PRECAST CONCRETE MANHOLE BARREL SECTION (REBAR NOT SHOWN), 54"-72" RCP.
- ⑦ PRECAST GASKETED HUB RING OR RUBBER GASKETED COLLAR-FLEXIBLE AND WATER TIGHT.
- ⑧ REPLACEMENT SURFACING TO MATCH FLUSH WITH EXISTING SURFACING (AC SHOWN).
- ⑨ FRAME TO BE GROUTED TO GRADE RINGS.
- ⑩ FRAME AND COVER PER IF-507A
- ⑪ CAST-IN-PLACE MANHOLE BASE. SEE SD-502A FOR PREFABRICATED BASE.
- ⑫ ROTATE LID AS SHOWN IN RELATION TO PIPE SETUP AND DIRECTION OF FLOW. ALL OTHER CONFIGURATIONS TO HAVE WRITTEN ENGINEERS APPROVAL.

- (A) OPTIONAL PREFABRICATED MANHOLE BASE WITH APPROVED PIPE CONNECTIONS MAY BE USED WITH ENGINEERS APPROVAL, SEE SD-502A.
- (B) FOR EXTRA DEPTH MANHOLE, SEE IF-503 "STANDARD MANHOLE TYPE B, DEEP".
- (C) FRAME AND COVER SHALL BE FLUSH WITH SLOPE OF PAVEMENT.
- (D) WHERE PVC IS PIPE UTILIZED, INSTALL A RUBBER RING OR GASKET COLLAR WHERE THE PIPE IS IN CONTACT WITH MANHOLE BASE AND/OR MANHOLE CHANNEL, IN ORDER TO ENSURE A WATERTIGHT SEAL.
- (E) PROVIDE MANHOLE CONCRETE REINFORCING TO ACCOMMODATE TRAFFIC LOADINGS.

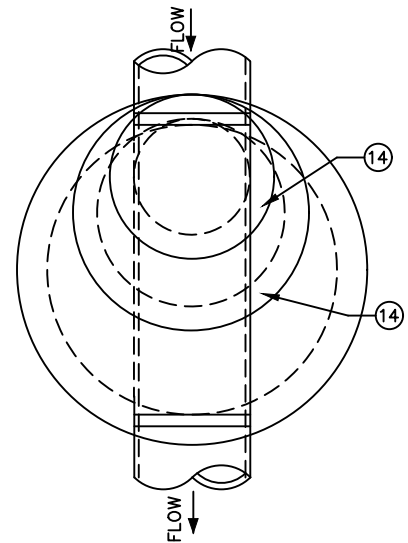
CITY OF IDAHO FALLS

# STANDARD MANHOLE TYPE B

STANDARD DRAWING  
NO. IF-502

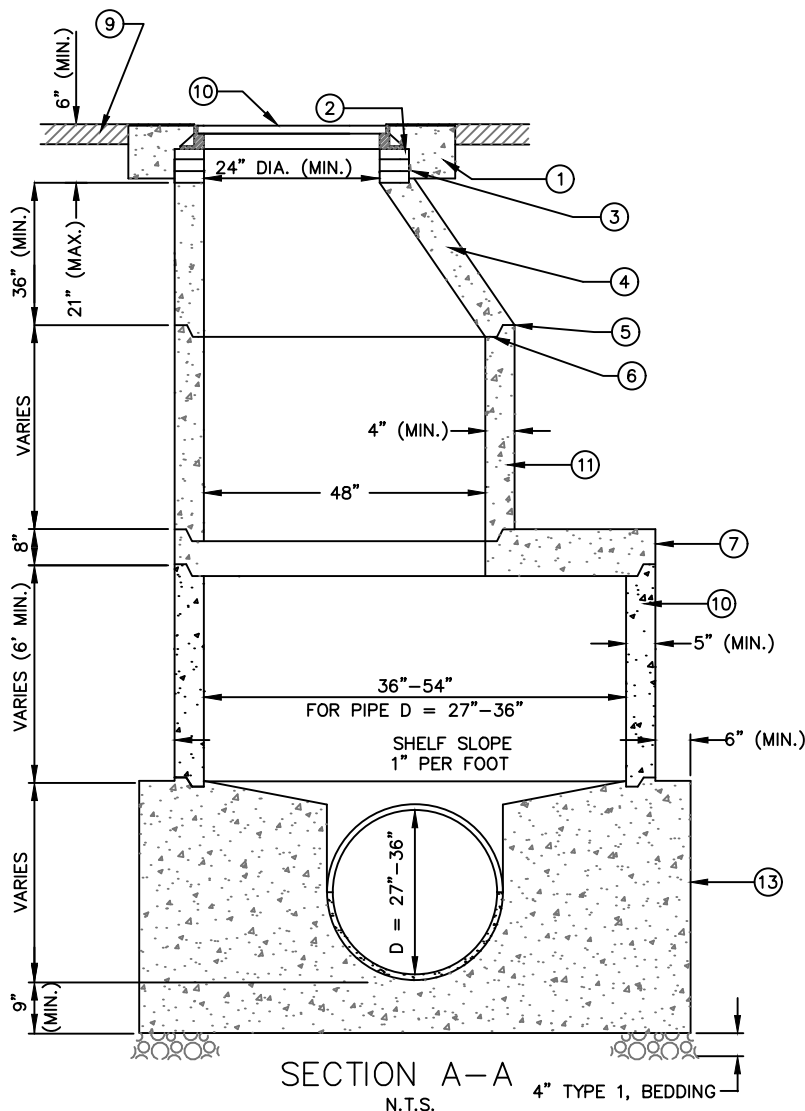


PLAN WITH RING PLACEMENT  
FOR 27" THRU 36" PIPE  
N.T.S.



### LEGEND

- ① CONCRETE/ASPHALT COLLAR IN PAVED AND GRAVEL STREET SECTIONS PER IF-508A & IF-508B.
- ② FRAME TO BE GROUTED TO GRADE RINGS.
- ③ GRADE RINGS GROUT WATER TIGHT IN PLACE, NOT TO EXCEED 21" FROM FINISHED SURFACE TO TOP OF CONE. SEE IF-517A AND IF-517B.
- ④ PRECAST MONOLITHIC ECCENTRIC CONE.
- ⑤ RAMNEK OR APPROVED GASKETS AT ALL JOINTS.
- ⑥ PROPERLY ALIGN ALL INTERIOR JOINTS.
- ⑦ REINFORCED CONCRETE REDUCER SLAB AS APPROVED BY THE ENGINEER.
- ⑧ SURFACING TO MATCH FLUSH WITH EXISTING SURFACING (AC SHOWN).
- ⑨ FRAME AND COVER PER IF-507A.
- ⑩ 36" RCP THRU 54" PIPE.
- ⑪ 48" DIAMETER BARREL SECTION.
- ⑫ GRADE RINGS.
- ⑬ CAST-IN-PLACE MANHOLE BASE. SEE SD-502A FOR PREFABRICATED BASE.
- ⑭ ROTATE REDUCER SLAB AND ECCENTRIC CONE AS SHOWN IN RELATION TO PIPE SET UP AND DIRECTION OF FLOW. ALL OTHER CONFIGURATIONS TO HAVE WRITTEN ENGINEERS APPROVAL



### NOTES:

- (A) OPTIONAL PREFABRICATED MANHOLE BASE WITH APPROVED PIPE CONNECTIONS MAY BE USED WITH ENGINEERS APPROVAL, SEE IF-502A.
- (B) FRAME AND COVER SHALL BE FLUSH WITH SLOPE OF PAVEMENT.
- (C) WHERE PVC IS UTILIZED, A RUBBER RING OR GASKET COLLAR IS TO BE INSTALLED WHERE THE PIPE IS IN CONTACT WITH MANHOLE BASE AND/OR MANHOLE CHANNEL, IN ORDER TO ENSURE A WATERTIGHT SEAL.
- (D) PROVIDE MANHOLE CONCRETE REINFORCING TO ACCOMMODATE TRAFFIC LOADINGS
- (E) PIPE MAIN CANNOT BE INSTALLED CONTINUOUSLY THROUGH BASE.

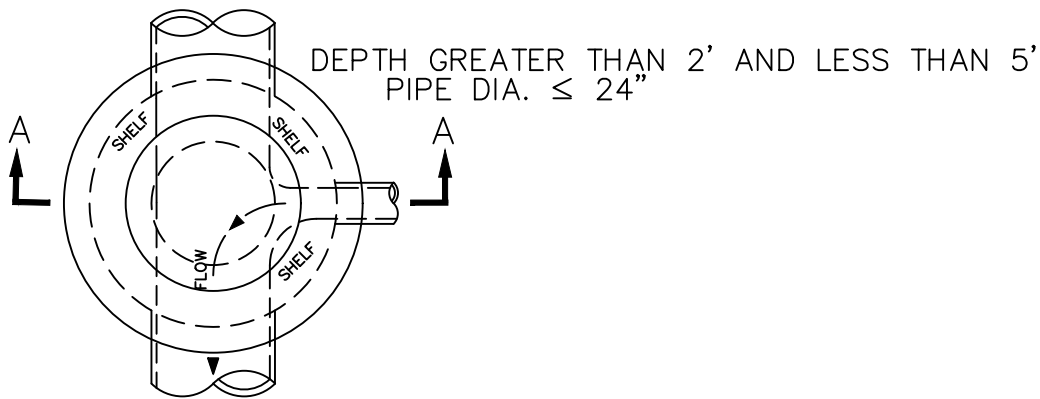
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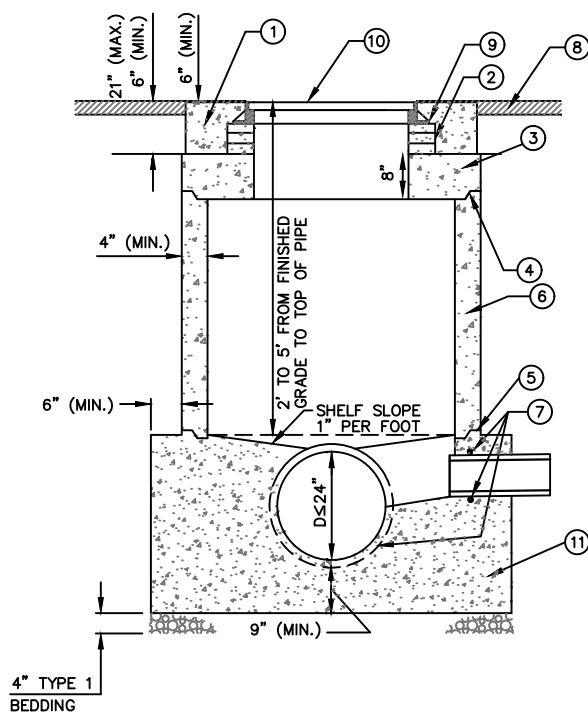
## MANHOLE TYPE B, DEEP

STANDARD DRAWING  
NO. IF-503





PLAN  
N.T.S.



#### LEGEND

- ① CONCRETE OR ASPHALT COLLAR IN PAVED STREET SECTION PER IF-616A OR IF-616B.
- ② GRADE RINGS GROUTED WATERTIGHT IN PLACE, NOT TO EXCEED 21" FROM FINISHED SURFACE TO TOP OF CONE. SEE IF-517A AND IF-517B.
- ③ REINFORCED CONCRETE REDUCER SLAB. REBAR NOT SHOWN.
- ④ RAMNEK OR APPROVED GASKETS AT ALL JOINTS.
- ⑤ PROPERLY ALIGN ALL INTERIOR JOINTS.
- ⑥ PRECAST CONCRETE MANHOLE BARREL SECTION (REBAR NOT SHOWN) 48" RCP.
- ⑦ PRECAST GASKETED HUB RING OR RUBBER GASKETED COLLAR.
- ⑧ SURFACING TO MATCH FLUSH WITH EXISTING SURFACING (AC SHOWN).
- ⑨ FRAME TO BE GROUTED TO GRADE RINGS.
- ⑩ FRAME AND COVER PER IF-507A.
- ⑪ CAST-IN-PLACE MANHOLE BASE. SEE IF-501A FOR PREFABRICATED BASE.

#### NOTES:

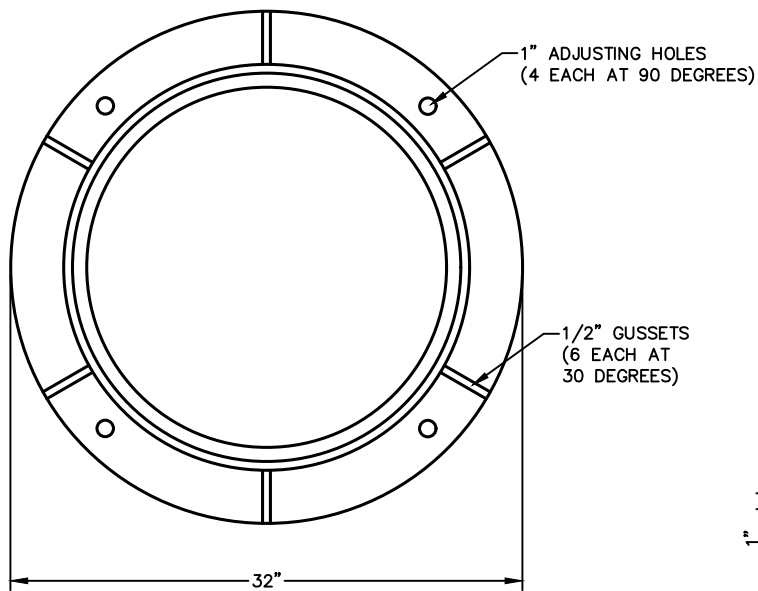
- (A) FOR DIAMETER, D, GREATER THAN 24", SEE IF-613 OR IF-614.
- (B) MANHOLE FRAME AND COVER:
  - A. FRAME AND COVER SHALL BE FLUSH WITH SLOPE OF PAVEMENT.
  - B. "SEWER CONFINED SPACE" ON COVER.
- (C) WHERE PVC PIPE IS UTILIZED, INSTALL A RUBBER RING OR GASKET COLLAR WHERE THE PIPE IS IN CONTACT WITH MANHOLE BASE AND/OR MANHOLE CHANNEL, IN ORDER TO ENSURE A WATERTIGHT SEAL.
- (D) EITHER BASE ON IF-612 OR SD-501A MAY BE USED WITH ANY MANHOLE TYPE A.

2018 REVISION

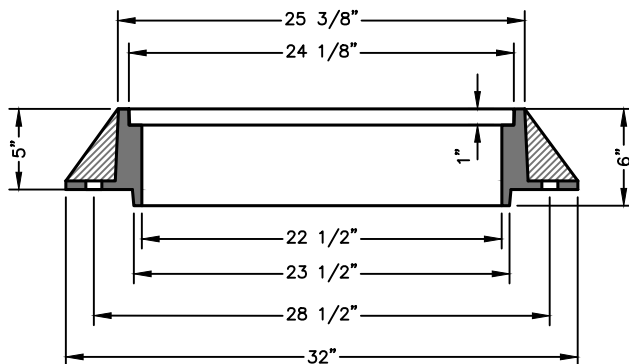
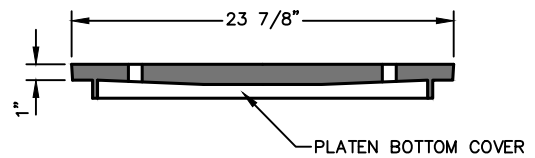
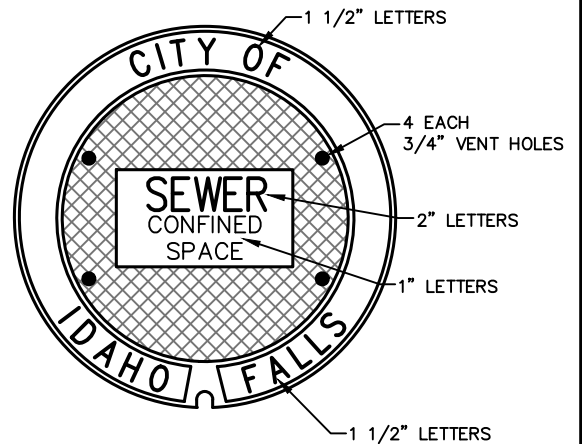
CITY OF IDAHO FALLS

## SHALLOW MANHOLE TYPE A

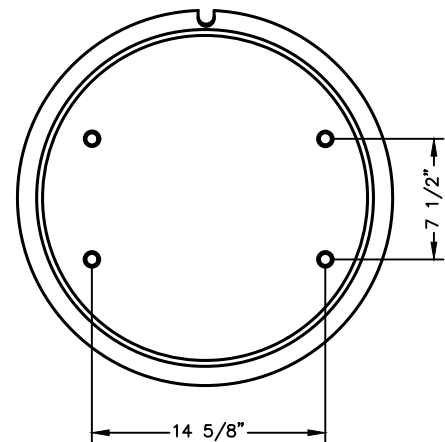
STANDARD DRAWING  
NO. IF-505



PLAN  
N.T.S.



FRAME  
N.T.S.



COVER  
N.T.S.

# NOTES:

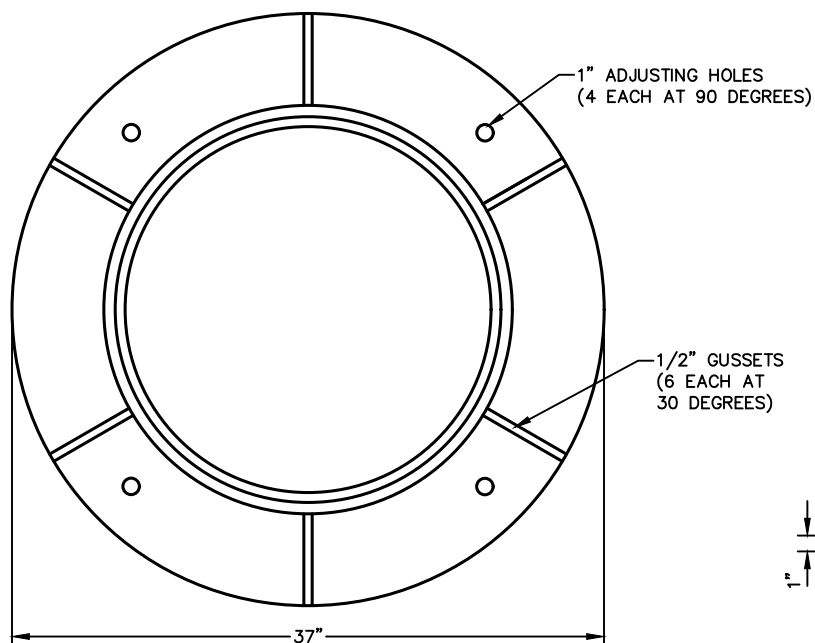
- (A) ALL SEWER LIDS SHALL BE LABELED "CITY OF IDAHO FALLS SEWER CONFINED SPACE" AS SHOWN.
- (B) USE CROSSHATCHED PATTERN ON LID.
- (C) STEEL YIELD STRENGTH:  $f_y = 65,000$  PSI.

2018 REVISION

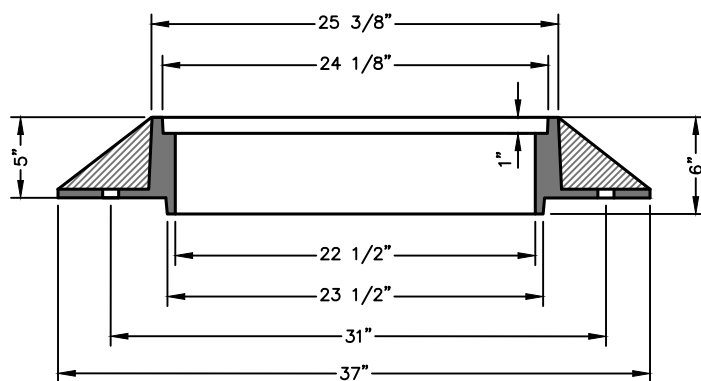
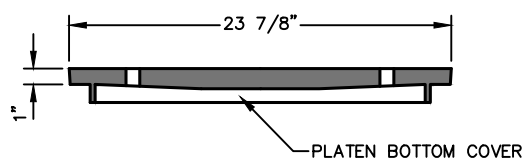
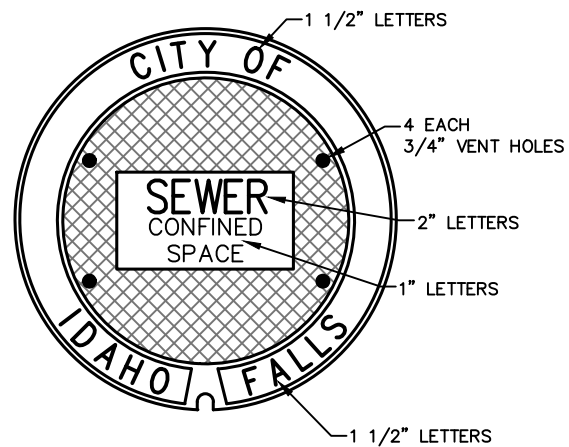
CITY OF IDAHO FALLS

## STANDARD MANHOLE COVER AND FRAME

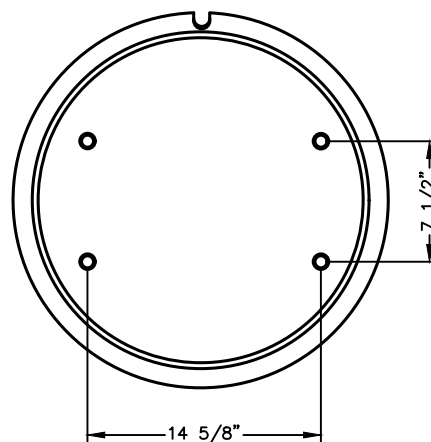
STANDARD DRAWING  
NO. IF-507A



PLAN  
N.T.S.



FRAME  
N.T.S.



COVER  
N.T.S.

#### NOTES:

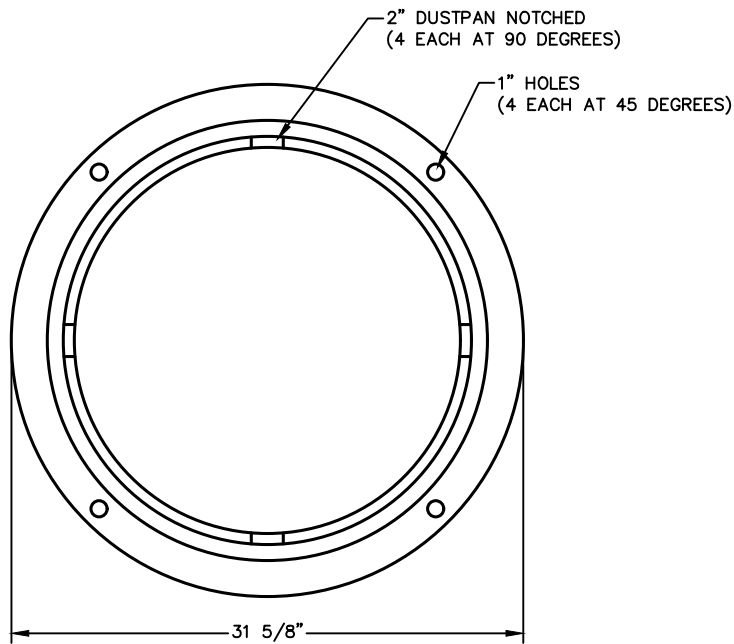
- (A) ALL SEWER LIDS SHALL BE LABELED "CITY OF IDAHO FALLS SEWER CONFINED SPACE" AS SHOWN. STORM SEWER LIDS REPLACE "SEWER CONFINED SPACE" WITH "STORM DRAIN".
- (B) USE CROSSHATCHED PATTERN ON LID.
- (C) STEEL YIELD STRENGTH:  $f_y = 65,000$  PSI.
- (D) USE ONLY WITH ENGINEERS WRITTEN APPROVAL.

2021 REVISION

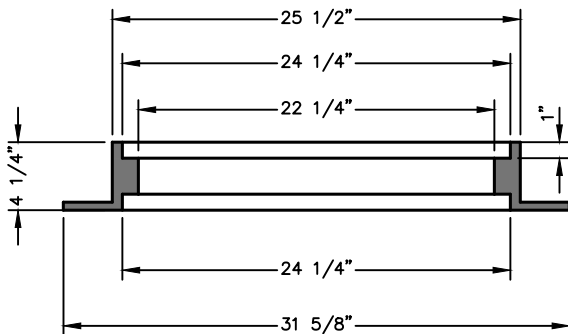
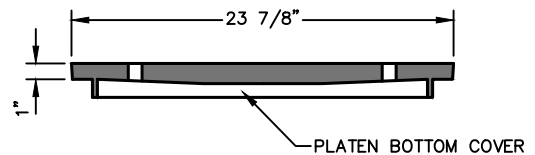
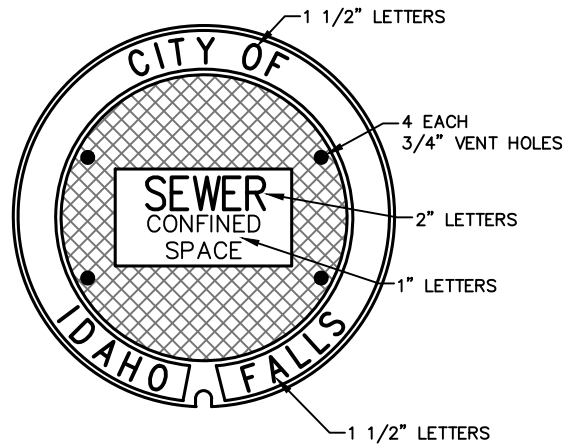
CITY OF IDAHO FALLS

## WIDE FLANGE MANHOLE COVER AND FRAME

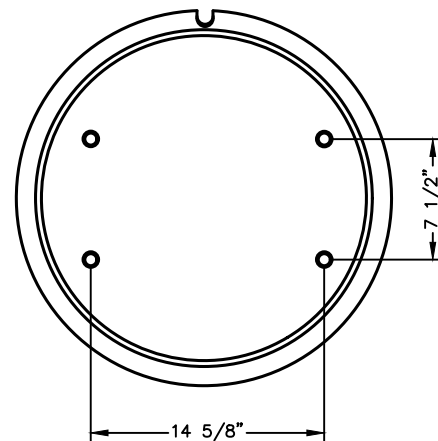
STANDARD DRAWING  
NO. IF-507B



PLAN  
N.T.S.



FRAME  
N.T.S.



COVER  
N.T.S.

NOTES:

- (A) ALL SEWER LIDS SHALL BE LABELED "CITY OF IDAHO FALLS SEWER CONFINED SPACE" AS SHOWN. STORM SEWER LIDS REPLACE "SEWER CONFINED SPACE" WITH "STORM DRAIN".
- (B) USE CROSSHATCHED PATTERN ON LID.
- (C) STEEL YIELD STRENGTH:  $f_y = 65,000$  PSI.
- (D) USE ONLY WITH ENGINEER WRITTEN APPROVAL.

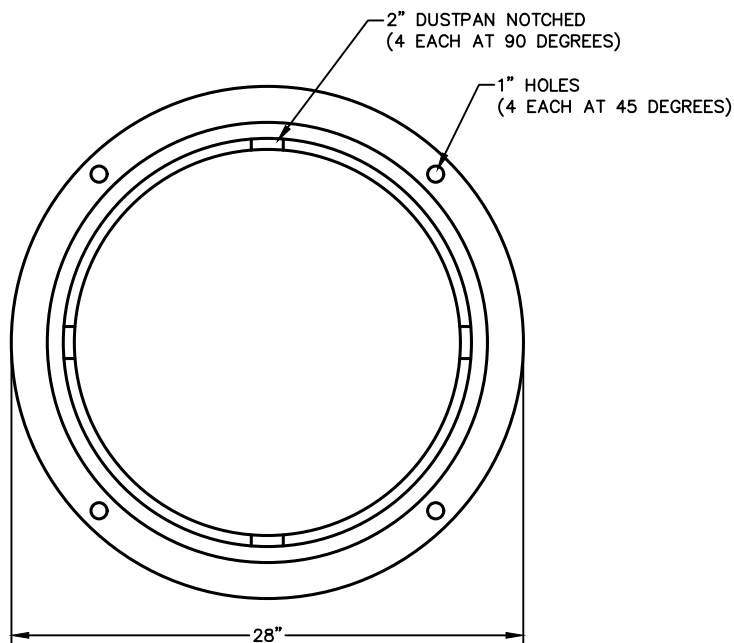
2021 REVISION

CITY OF IDAHO FALLS

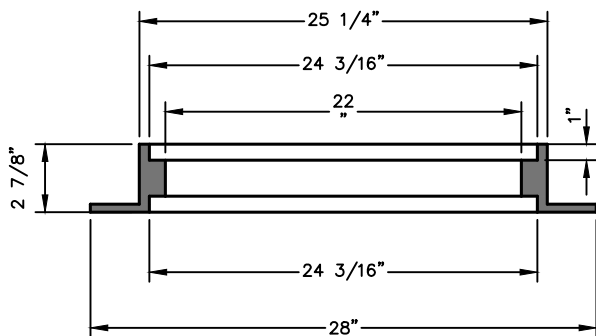
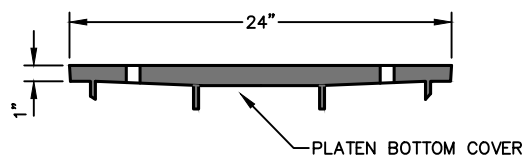
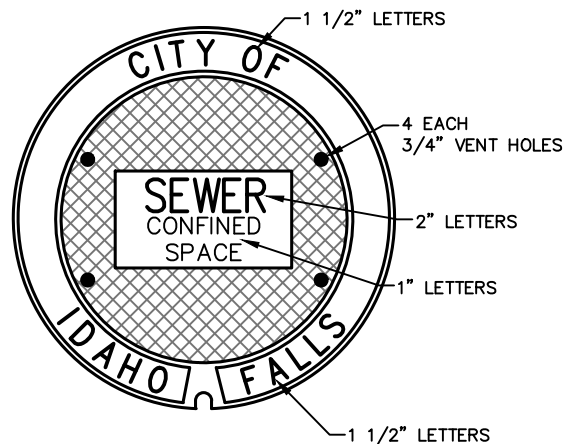
REVERSIBLE MANHOLE  
COVER AND FRAME

STANDARD DRAWING  
NO. IF-507C

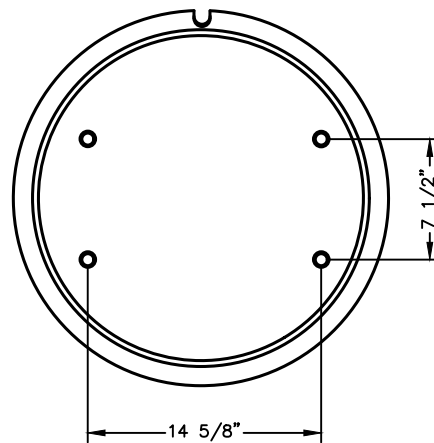




PLAN  
N.T.S.



FRAME  
N.T.S.



COVER  
N.T.S.

### NOTES:

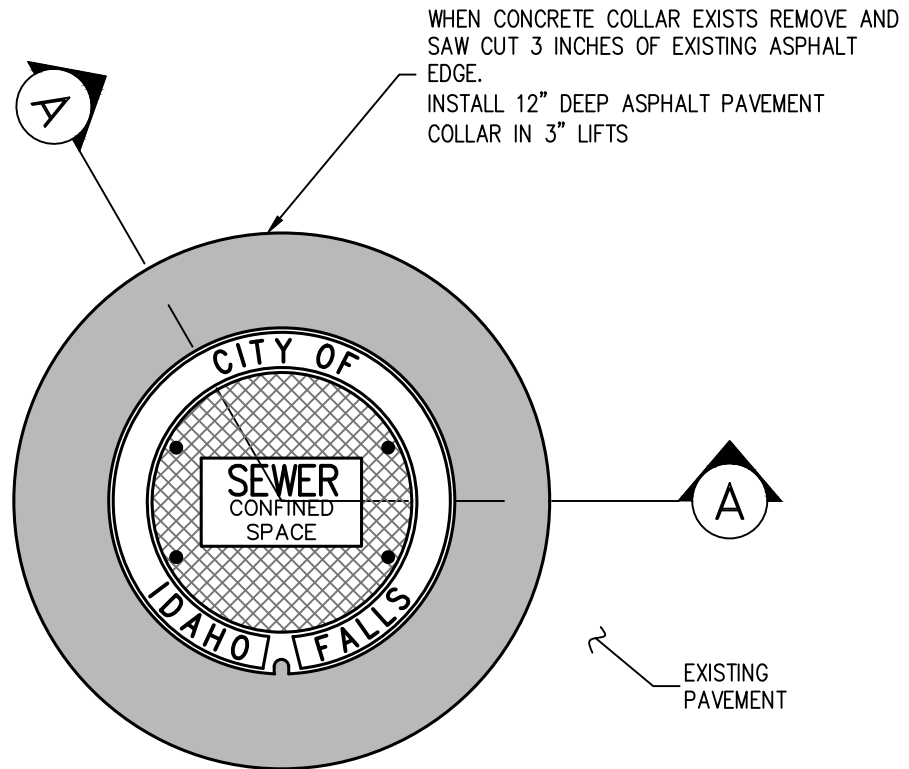
- (A) ALL SEWER LIDS SHALL BE LABELED "CITY OF IDAHO FALLS SEWER CONFINED SPACE" AS SHOWN. STORM SEWER LIDS REPLACE "SEWER CONFINED SPACE" WITH "STORM DRAIN".
- (B) USE CROSSHATCHED PATTERN ON LID.
- (C) STEEL YIELD STRENGTH:  $f_y = 65,000$  PSI.
- (D) USE ONLY WITH ENGINEER WRITTEN APPROVAL.

2021 REVISION

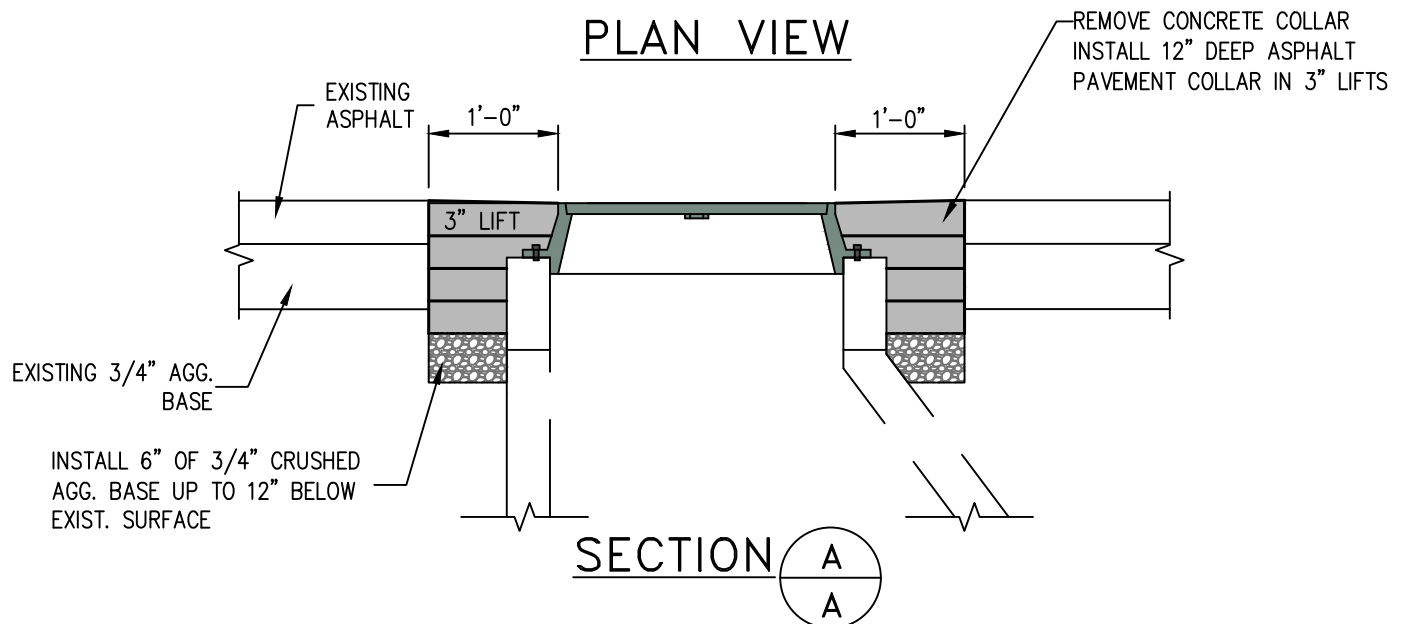
CITY OF IDAHO FALLS

## LOW PROFILE MANHOLE COVER AND FRAME

STANDARD DRAWING  
NO. IF-507D



## PLAN VIEW



## SECTION

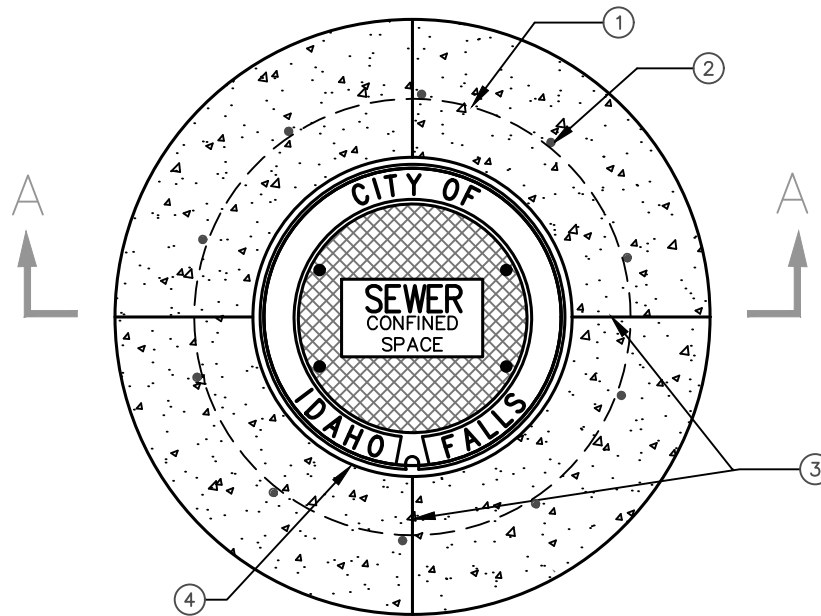
## DETAIL

2021 REVISION

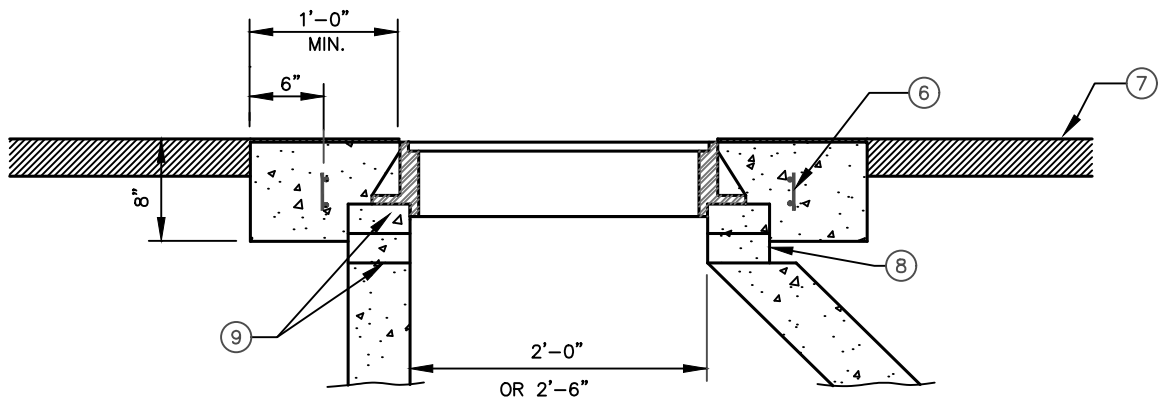
CITY OF IDAHO FALLS

STANDARD MANHOLE  
ASPHALT COLLAR

STANDARD DRAWING  
NO. IF-508A



PLAN  
N.T.S.



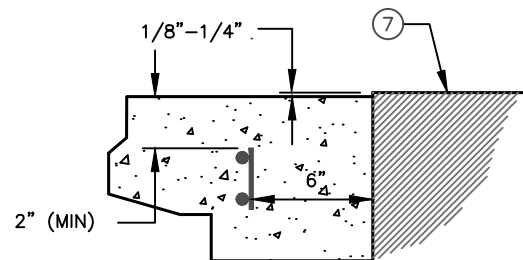
SECTION A-A  
N.T.S.

NOTE:

- (A) TOP OF COLLAR TO BE FLUSH WITH MANHOLE COVER.

## LEGEND

- (1) #4 REBAR HOOPS (2 EACH) SEE SECTION A-A).
- (2) #4 REBAR AT 20" SPACING.
- (3) SCORES.
- (4) RIM.
- (5) NOT USED.
- (6) SEE "DETAIL A" FOR REBAR IN COLLAR.
- (7) FINISHED GRADE.
- (8) SEE OTHER STANDARD DRAWINGS OF MANHOLES FOR MAXIMUM HEIGHT.
- (9) GROUT BETWEEN RING AND COVER AND GRADE RINGS.



DETAIL A

N.T.S.

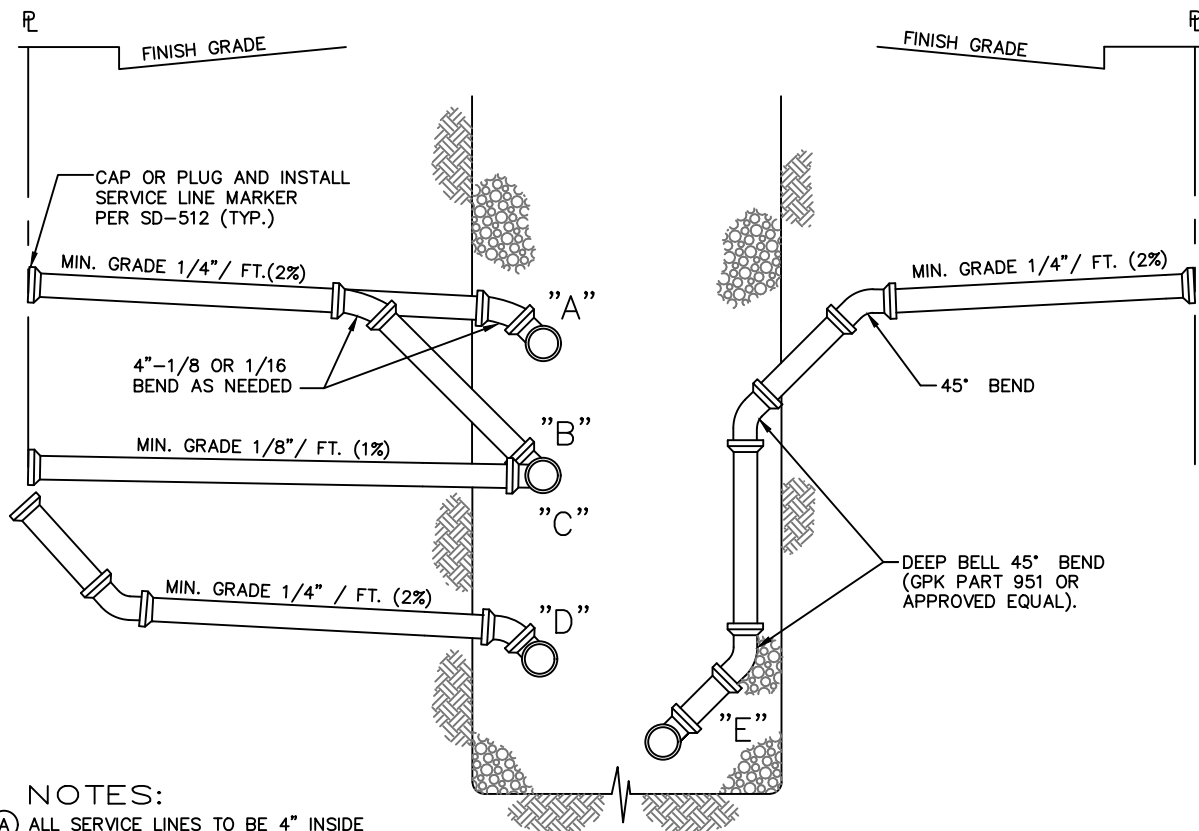
ENGINEER APPROVAL PRIOR TO INSTALL

2021 REVISION

CITY OF IDAHO FALLS

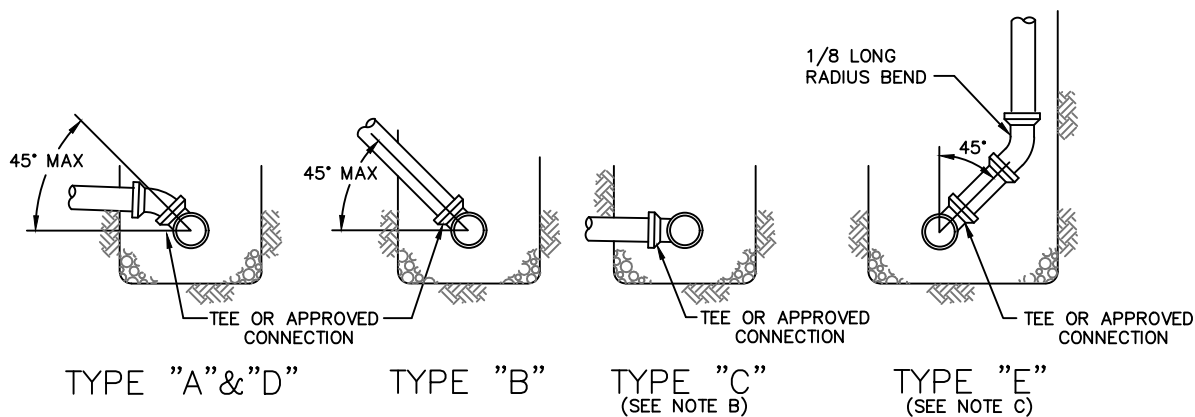
MANHOLE  
CONCRETE COLLAR

STANDARD DRAWING  
NO. IF-508B



- NOTES:
- (A) ALL SERVICE LINES TO BE 4" INSIDE DIAMETER UNLESS OTHERWISE NOTED.
  - (B) TYPE "C" CONNECTION WILL ONLY BE ALLOWED IF APPROVED BY THE ENGINEER IN WRITING.
  - (C) TYPE "E" ALLOWABLE FOR TRENCHES 15' DEEP OR GREATER WITH PRE-APPROVAL BY THE ENGINEER.

ELEVATIONS  
N.T.S.



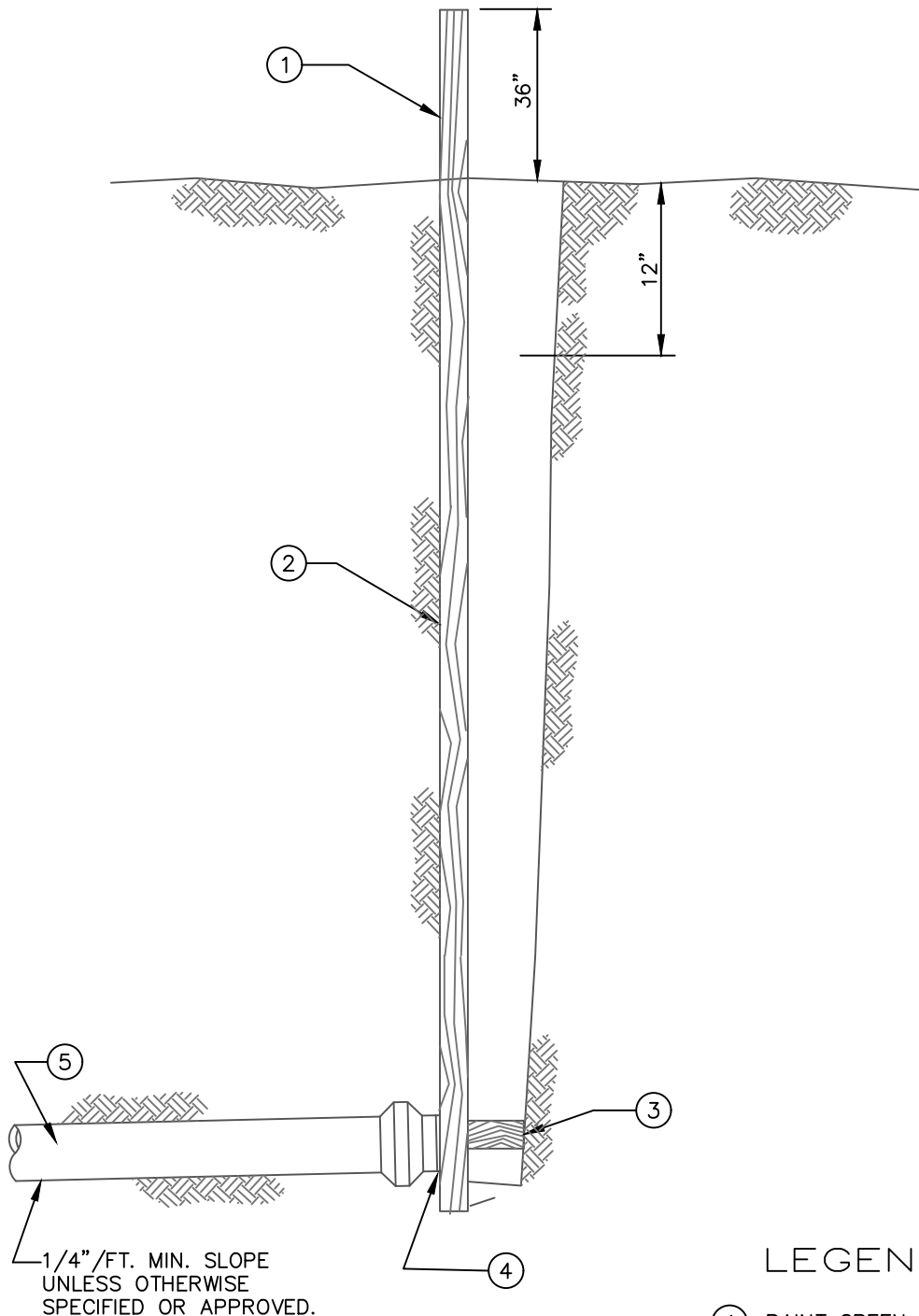
CONNECTION DETAILS  
N.T.S.

2018 REVISION

CITY OF IDAHO FALLS

STANDARD SEWER  
SERVICE LINES

STANDARD DRAWING  
NO. IF-511



PROFILE  
N.T.S.

## LEGEND

- ① PAINT GREEN.
- ② 2" X 4" MARKER OR 4"-5" DIAMETER PEELER CORE POST.
- ③ 2" X 4" BLOCKING.
- ④ PLUG OR CAP.
- ⑤ 4" OR 6" SEWER SERVICE PIPE.

2021 REVISION

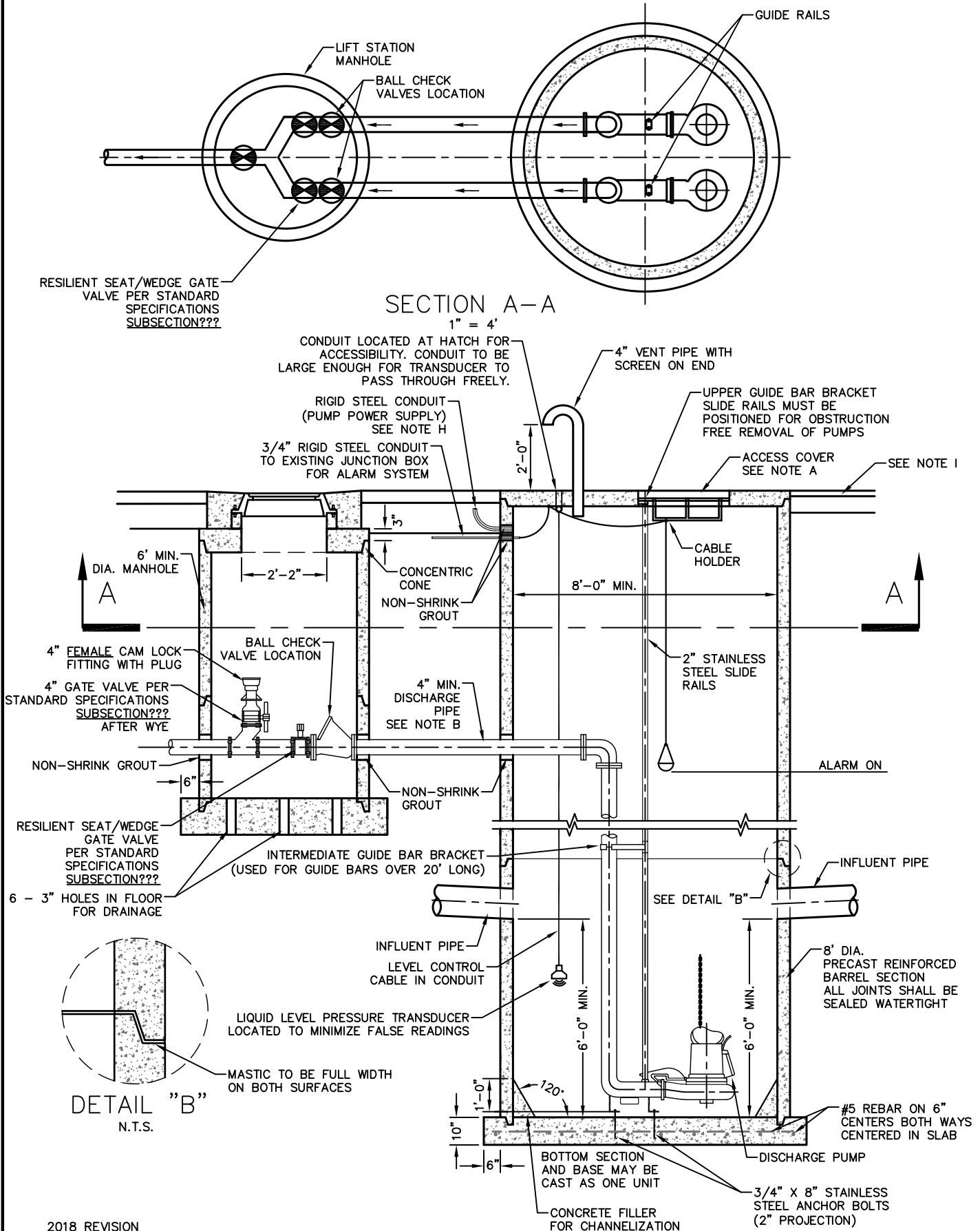
CITY OF IDAHO FALLS

STANDARD SERVICE  
MARKER

STANDARD DRAWING  
NO. IF-512

# NOTES:

SEE SHEET IF-516 SHEET 3 OF 3



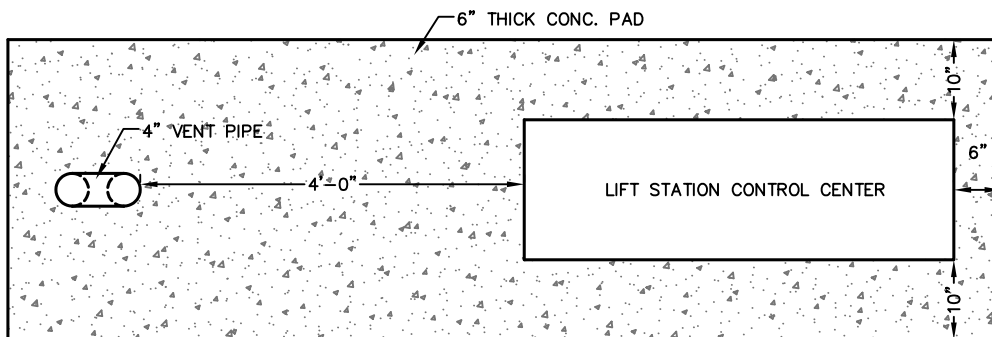
2018 REVISION

CITY OF IDAHO FALLS

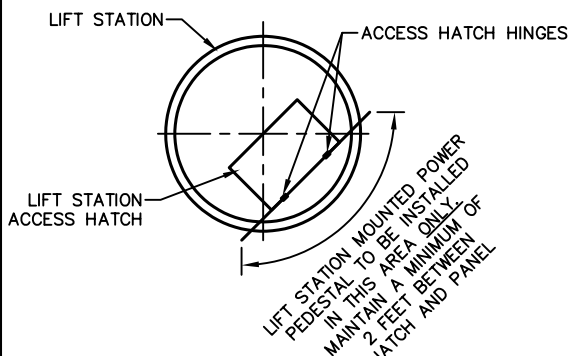
LIFT STATION

STANDARD DRAWING  
NO. IF-516  
SHEET 1 OF 3

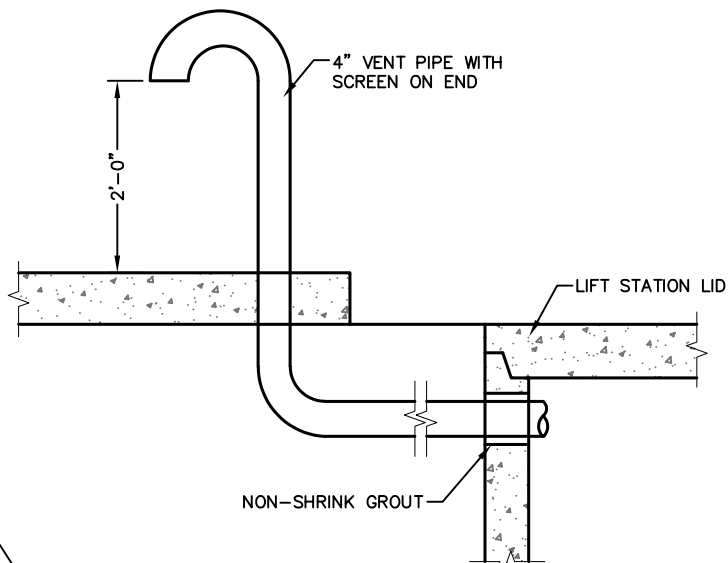
NOTES:  
SEE SHEET IF-516  
SHEET 3 OF 3



CONCRETE PAD LAYOUT  
(IF PEDESTAL NOT ATTACHED TO LIFT STATION)  
1" = 2'



POWER PEDESTAL  
LOCATION DETAIL  
NTS

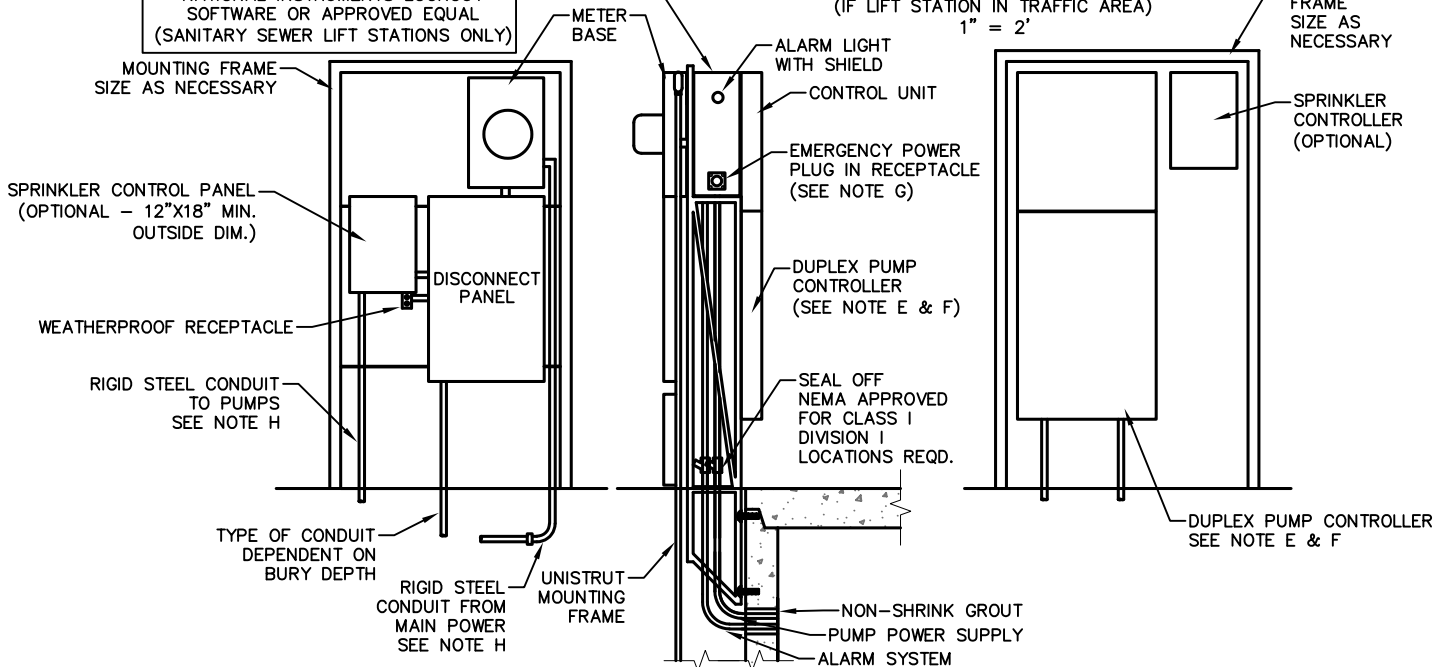


VENT PIPE DETAIL  
(IF LIFT STATION IN TRAFFIC AREA)  
1" = 2'

CONTROL CENTER SUBJECT TO ENGINEER'S SPECIFICATIONS (MOUNTED TO SIDE OF LIFT STATION)

JUNCTION BOXES FOR THE PUMP CABLES MUST BE LOCATED ABOVE THE FLOOD ELEVATION

THE TELEMETRY SYSTEM SHALL BE FURNISHED BY TETON COMMUNICATIONS INC. - ZETRON 1700 SERIES AND NATIONAL INSTRUMENTS LOOKOUT SOFTWARE OR APPROVED EQUAL (SANITARY SEWER LIFT STATIONS ONLY)



FRONT VIEW

SIDE VIEW

BACK VIEW

PEDESTAL DETAIL  
1" = 2'

2018 REVISION

CITY OF IDAHO FALLS

LIFT STATION

STANDARD DRAWING  
NO. IF-516  
SHEET 2 OF 3

## NOTES:

- A ACCESS COVER FOR LIFT STATION AND MANHOLE SHALL BE DESIGNED FOR HS 25 LOADING.
- B CLASS 50 OR HIGHER DUCTILE IRON REQUIRED FOR DISCHARGE PIPES & APPURTENANCES INSIDE AND BETWEEN LIFT STATION AND MANHOLE.
- C SEE PROJECT SPECIFICATIONS OR PLANS FOR PUMP CAPACITIES AND OTHER HARDWARE AS REQUIRED FOR EACH SPECIFIC INSTALLATION.
- D THE CITY OF IDAHO FALLS SEWER DEPARTMENT SHALL SPECIFY THE CONTROL LEVEL SETTING FOR THE FOLLOWING LIQUID LEVELS:
  - 1) PUMP OFF (MIN. LIQUID LEVEL)
  - 2) LEAD PUMP ON
  - 3) LAG PUMP ON
  - 4) ALARM ON
- E PROVIDE A 1.5' X 1.5' BLOCK OUT IN THE DUPLEX CONTROLLER CABINET.
- F INSTALL A 110 VOLT RECEPTACLE BRACKET ADJACENT TO BLOCK OUT AREA (SEE NOTE 5) IN DUPLEX PUMP CONTROLLER CABINET.
- G EMERGENCY POWER PLUG RECEPTACLE, APPLETON CAT. #ADJA6044150RS 60A 4W 4P STY. 1 OR AS REQUIRED ON ALL STORM DRAIN AND SANITARY SEWER LIFT STATIONS. MUST HAVE A MALE END INSIDE RECEPTACLE.
- H SIZE OF CONDUIT TO BE DETERMINED BY SIZE OF INSTALLED PUMPS (MIN. 2"). ONE CONDUIT PER PUMP. SEPARATE CONDUIT FOR TRANSDUCER & FLOATS
- I ASPHALT ACCESS TO LIFT STATION SHALL BE 15' WIDE 2" PLANTMIX OVER 6" OF CRUSHED GRAVEL.
- J ALL HARDWARE (BOLTS, NUTS, ETC.) SHALL BE STAINLESS STEEL. NO GALVANIZED HARDWARE WILL BE ALLOWED.
- K NO ELECTRICAL CONNECTIONS, SPLICES OR JUNCTION BOXES SHALL BE INSIDE LIFT STATION.
- L LIFT STATION CIRCULATION DEVICE REQUIRED FOR GREASE AND SEDIMENTATION CONTROL SHALL BE ATTACHED TO PUMP (APPLICABLE TO SANITARY SEWERS ONLY).
- M LIFT STATION LID AND CONTROLLER ORIENTATION AS DIRECTED BY WASTEWATER DIVISION SUPERINTENDENT.
- N DO NOT INSTALL TRASH RACKS ON SANITARY SEWER PIPES OVER 30".
- O ALL FORCED MAIN LINES SHALL HAVE A FLOW RATE OF 2'-0" PER SECOND MINIMUM. TRACER WIRE REQUIRED WITH CONNECTION ENDS AT VALVE VAULT AND DISCHARGE MANHOLE.
- P PUMP SPEEDS AS PER I.D.A.P.A. REQUIREMENTS.
- Q CONTROLS & METERS NEED TO BE MOUNTED IN TOP HALF OF PANEL.

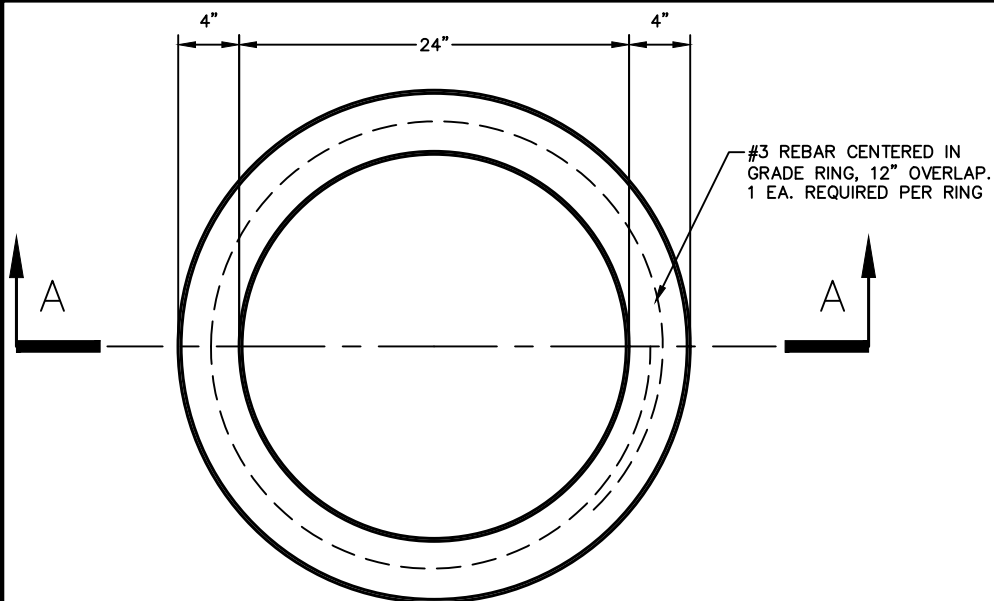
2021 REVISION

CITY OF IDAHO FALLS

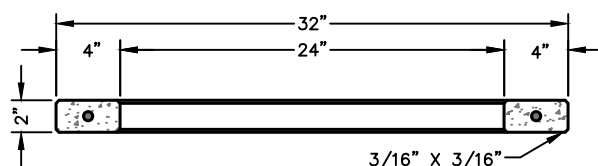
LIFT STATION

STANDARD DRAWING  
NO. IF-516  
SHEET 3 OF 3

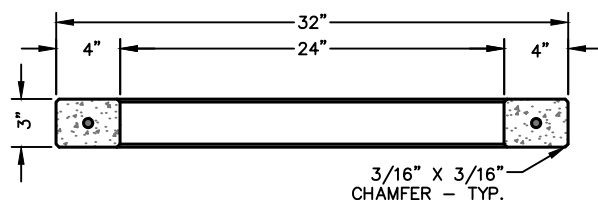




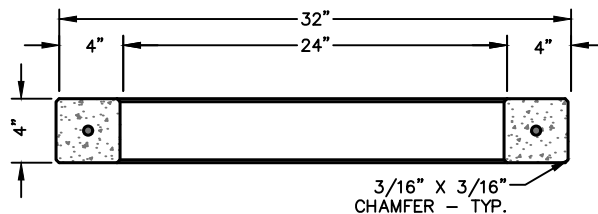
PLAN VIEW  
N.T.S.



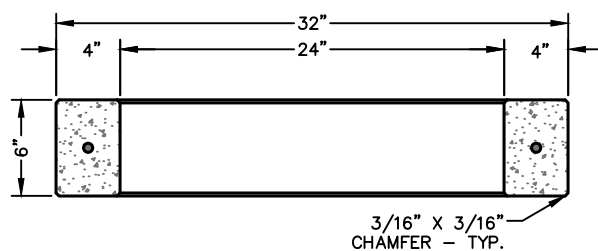
2" GRADE RING



3" GRADE RING

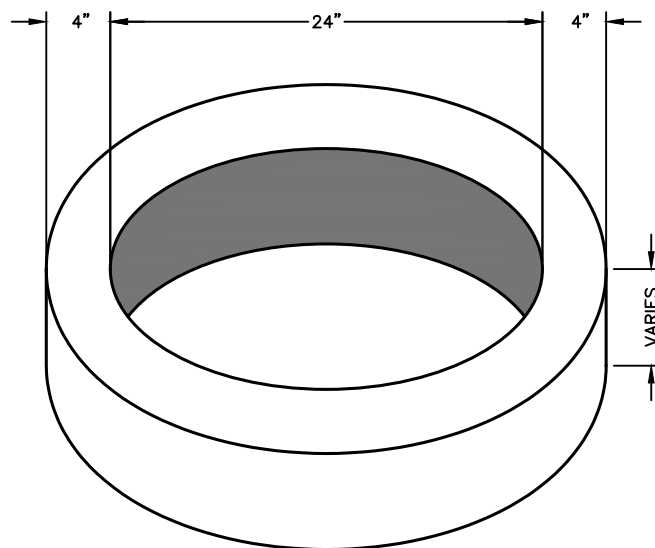


4" GRADE RING



6" GRADE RING

SECTION A-A  
N.T.S.



ISOMETRIC VIEW  
N.T.S.

#### NOTES:

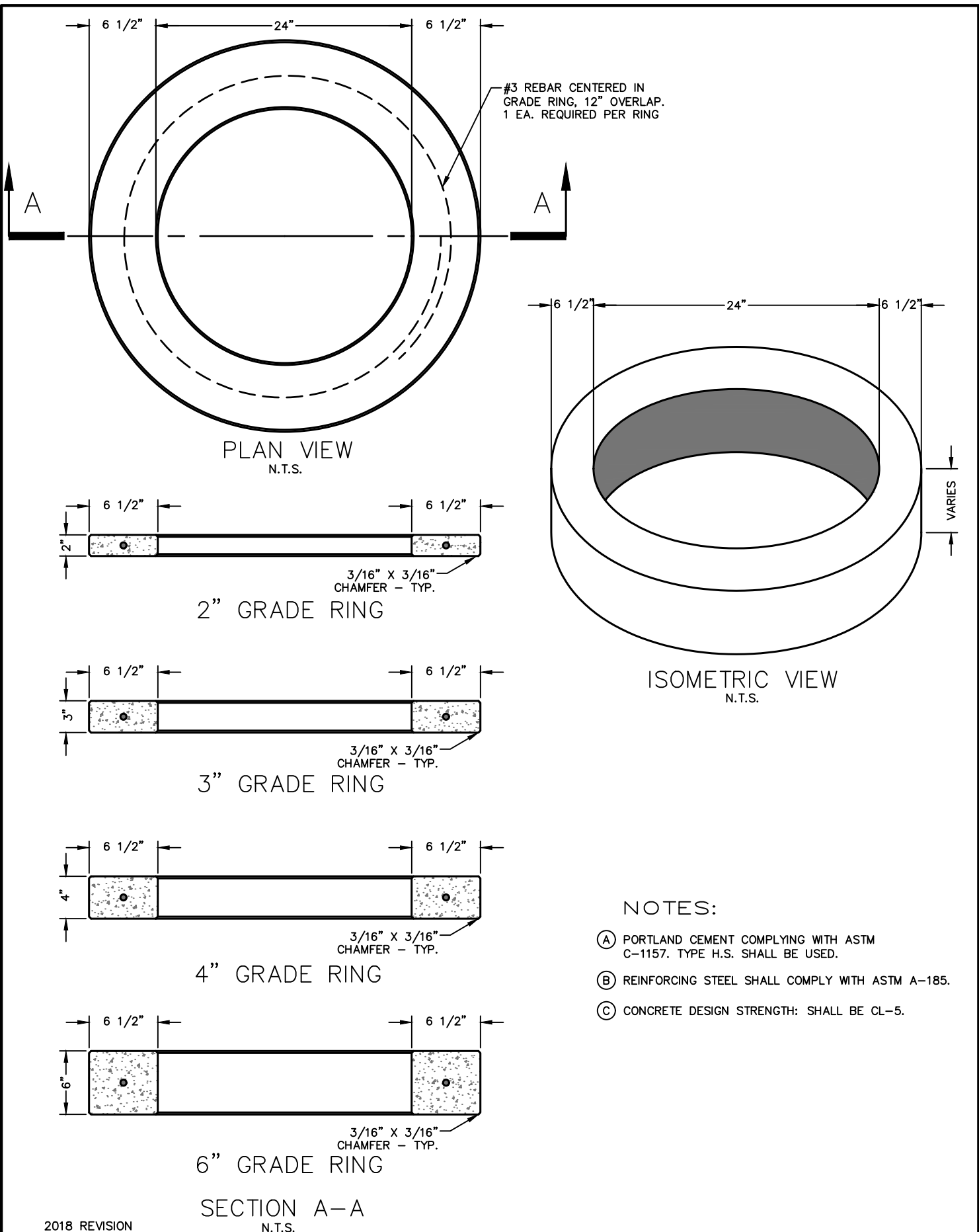
- (A) PORTLAND CEMENT COMPLYING WITH ASTM C-1157. TYPE H.S. SHALL BE USED.
- (B) REINFORCING STEEL SHALL COMPLY WITH ASTM A-185.
- (C) CONCRETE DESIGN STRENGTH: SHALL BE CL-5.

2018 REVISION

CITY OF IDAHO FALLS

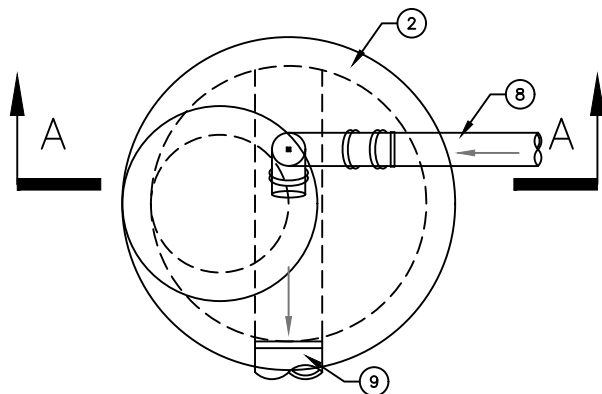
## STANDARD GRADE RING

STANDARD DRAWING  
NO. IF-517A

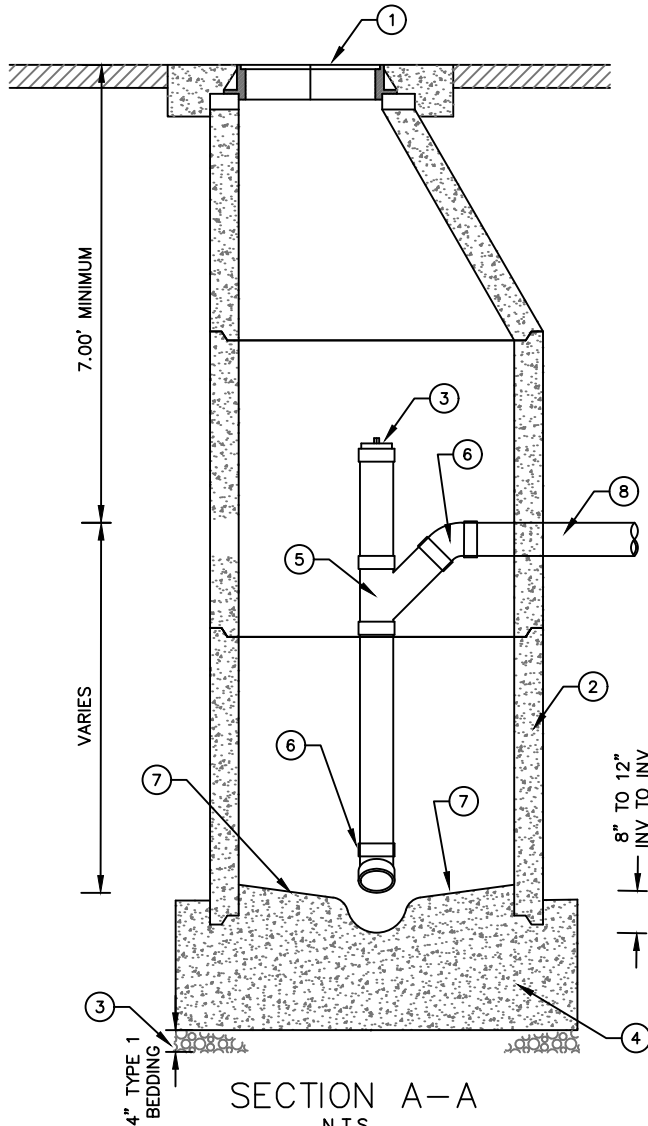


|                     |                           |                                 |
|---------------------|---------------------------|---------------------------------|
| CITY OF IDAHO FALLS | WIDE FLANGE<br>GRADE RING | STANDARD DRAWING<br>NO. IF-517B |
|---------------------|---------------------------|---------------------------------|





PLAN VIEW  
N.T.S.



SECTION A-A  
N.T.S.

## LEGEND

- ① FRAME AND COVER PER STANDARD DRAWING IF-507A
- ② MANHOLE PER STANDARD DRAWING IF-501, IF-502 OR IF-503.
- ③ THREADED CAP.
- ④ CONCRETE BASE CAST IN PLACE PER SECTION 703.
- ⑤ WYE - FITTING
- ⑥ 45 DEGREE BEND.
- ⑦ SLOPE SHELF 1" PER FOOT.
- ⑧ PRESSURE PIPE
- ⑨ GRAVITY PIPE

## NOTES:

- (A) FRAME AND COVER SHALL BE FLUSH WITH SLOPE OF PAVEMENT.
- (B) CONSTRUCT BASIC MANHOLE PER TYPE SPECIFIED.
- (C) SECURE PIPE ASSEMBLY TO MANHOLE WALL AT A MINIMUM OF TWO LOCATIONS. BRACKETS AND SECURING LOCATIONS TO BE APPROVED BY ENGINEER.
- (D) OPTIONAL PREFABRICATED TYPE B MANHOLE BASE WITH APPROVED PIPE CONNECTIONS MAY BE USED WITH ENGINEER'S APPROVAL, SEE SD-502A.
- (E) PROVIDE MANHOLE CONCRETE REINFORCING TO ACCOMMODATE TRAFFIC LOADINGS.
- (F) DEEP PRESSURE DISCHARGE MANHOLE WILL ONLY BE ALLOWED WITH WRITTEN APPROVAL FROM ENGINEER.

2018 REVISION

CITY OF IDAHO FALLS

# PRESSURE DISCHARGE MANHOLE (DEEP)

STANDARD DRAWING  
NO. IF-518B

**CITY OF IDAHO FALLS**

**SUPPLEMENTAL SPECIFICATIONS TO  
THE ISPWC**

**DIVISION 600 – CULVERTS, STORM  
DRAINS AND GRAVITY IRRIGATION**

# **CITY OF IDAHO FALLS SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC**

## Division 600 – Culverts, Storm Drains and Gravity Irrigation

### Section 601 – Culvert, Storm Drain and Gravity Irrigation Pipe, Part 1.4 Submittals

**Add** new Item D:

- D. Closed circuit television inspection video and logs.

### Section 601 — Culvert, Storm Drain and Gravity Irrigation Pipe, Part 2.1 Pipe Size, Type and Strength

**Delete** Item A and **insert** new Item A:

- A. If type and strength classifications are not indicated in the Contract Documents, use any of the alternate pipe materials meeting the minimum requirements of this section, after obtaining written approval from the Engineer for any materials other than solid wall PVC or reinforced concrete.

**Add** new Item D:

- D. When pipe is to be installed with less than 2 feet of cover, as measured at the bell (requires written approval from Engineer), use either Class V reinforced concrete pipe or Class 50 ductile iron pipe.

### Section 601 — Culvert, Storm Drain and Gravity Irrigation Pipe, Part 2.2 Culvert, Storm Drain and Gravity Irrigation Pipe and Fittings

**Delete** Item H.1 and **insert** new Item H.1:

- H.1. Minimum Class: Class III or as indicated in the Contract Documents.

**Add** new Items O and P:

- O. Pressure Pipe for Culverts, Storm Drains and Gravity Irrigation.
  - 1. Meet pipe and fitting specifications of Section 401 – Water Pipe and Fittings, Part 2 Materials.

P. System Prequalification.

1. Prequalification of joint system for water tightness prior to installation: Provide material and test equipment from the manufacturer for proof testing. Test according to the requirements of Part 3.4 Testing. Submit test specimens and results to the Engineer.

Section 601 — Culvert, Storm Drain and Gravity Irrigation Pipe, Part 3.2 Pipe Installation

**Delete** Item D and **insert** new Item D:

- D. Install pipe in accordance with the manufacturer's recommendations for the type of pipe specified in the Contract Documents. Ensure that reinforced concrete pipe is installed with the minor axis on the elliptical reinforcement placed in a vertical plane (top to bottom) when the pipe is laid.

Section 602 — Storm Drain Inlets, Catch Basins, Manholes, and Gravity Irrigation Structures, Part 1.4 Submittals

**Delete** Item A and **insert** new Item A:

- A. Submit shop drawings for materials to be installed or furnished under this section. Include manhole steps only if indicated in the Contract Documents or otherwise approved in writing by the Engineer.

Section 602 — Storm Drain Inlets, Catch Basins, Manholes, and Gravity Irrigation Structures, Part 2.1 Appurtenances, Type and Strength

**Add** new item D and E:

- D. All catch basins to be Type IV Standard Drawing IF-601 unless otherwise approved by Engineer.
- E. Use concentric manhole cones only with prior written approval of the Engineer.

Section 602 — Storm Drain Inlets, Catch Basins, Manholes, and Gravity Irrigation Structures, Part 2.5 Grade Rings, Frames, Grates and Covers

**Delete** Items B and **insert** new Item B:

- B. Grade rings to be 3,000 psi per Section 703 – Concrete. Use an HDPE form, Wirly-Gig or approved substitution, installed per manufacturer's recommendations, only if indicated in the Contract Documents or with prior written approval of the Engineer.

Section 602 — Storm Drain Inlets, Catch Basins, Manholes, and Gravity Irrigation Structures,  
Part 2.11 PVC Drainage Structures

**Delete** Items A and B and **insert** new Items A and B:

- A. Use Polyvinyl Chloride (PVC) drainage structures only if indicated in the Contract Documents or with prior written approval of the Engineer.
- B. Use Nyoplast-ADS drainage structures, or approved equivalent, only if indicated in the Contract Documents or with prior written approval of the Engineer.

Section 602 — Storm Drain Inlets, Catch Basins, Manholes, and Gravity Irrigation Structures,  
Part 2 Materials

**Add** new Part 2.12 Infiltration Manholes:

2.12. INFILTRATION MANHOLES

- A. Perforated concrete manhole in conformance with Standard Drawing IF-630A and IF-630B.

Section 602 — Storm Drain Inlets, Catch Basins, Manholes, and Gravity Irrigation Structures,  
Part 3.10 Installation of Steps

**Delete** Item A and **insert** new Item A:

- A. Install manhole steps only if indicated in the Contract Documents or otherwise approved in writing by the Engineer.

Section 602 — Storm Drain Inlets, Catch Basins, Manholes, and Gravity Irrigation Structures,  
Part 4 Measurement and Payment

**Add** new Item S:

- S. Pond Inlet Treatment: Per lump sum for the construction of gutter, rip rap, geotextile fabric and all other required items as shown in Standard Drawing IF – 631.
  - 1. Bid Schedule Payment Reference: 602.4.1.S.1.
  - 2. Bid Schedule Description: Pond Inlet Treatment...lump sum (LS).



## Division 600 — Culverts, Storm Drains and Gravity Irrigation

### **Add** new Section 603 Storm Lift Stations

#### SECTION 603 — STORM LIFT STATIONS

##### PART 1 GENERAL

###### 1.1 SECTION INCLUDES

- A. Storm lift station materials and installation.

###### 1.2 RELATED SECTIONS

- A. Section 513 — Sanitary Sewer Lift Stations.
- B. See Section 513 — Sanitary Sewer Lift Stations, Part 1.2.

###### 1.3 REFERENCES

- A. See Section 513 — Sanitary Sewer Lift Stations, Part 1.3.

###### 1.4 SUBMITTALS

- A. See Section 513 — Sanitary Sewer Lift Stations, Part 1.4.

###### 1.5 PROJECT RECORD DOCUMENTS

- A. See Section 513 — Sanitary Sewer Lift Stations, Part 1.5.

###### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. See Section 513 — Sanitary Sewer Lift Stations, Part 1.6.

##### PART 2 MATERIALS

###### 2.1 LIFT STATION STRUCTURES

- A. See Section 513 — Sanitary Sewer Lift Stations, Part 2.1.

###### 2.2 PRESSURE PIPE, VENT PIPE AND CONDUITS

- A. See Section 513 — Sanitary Sewer Lift Stations, Part 2.2.

### 2.3 SUBMERSIBLE PUMPS

- A. See Section 513— Sanitary Sewer Lift Stations, Part 2.3.

### 2.4 PUMP CONTROLS

- A. See Section 513 — Sanitary Sewer Lift Stations, Part 2.4.

## PART 3 WORKMANSHIP

### 3.1 SUBMERSIBLE PUMPS AND CONTROLS

- A. See Section 513 — Sanitary Sewer Lift Stations, Part 3.1.

### 3.2 ELECTRICAL WORK

- A. See Section 513 — Sanitary Sewer Lift Stations, Part 3.2.

### 3.3 ELECTRICAL SERVICE

- A. See Section 513 — Sanitary Sewer Lift Stations, Part 3.3.

### 3.4 ALARM SYSTEMS

- A. See Section 513 — Sanitary Sewer Lift Stations, Part 3.4.

### 3.5 PRESSURE DISCHARGE PIPE

- A. See Section 513 — Sanitary Sewer Lift Stations, Part 3.5.

### 3.6 CONDUITS

- A. See Section 513 — Sanitary Sewer Lift Stations, Part 3.6.

### 3.7 START-UP AND TRAINING

- A. See Section 513 — Sanitary Sewer Lift Stations, Part 3.7.

## PART 4 MEASUREMENT AND PAYMENT

- 4.1 Storm lift station to be measured on a lump sum basis complete, in place, and fully operational as stated in these Specifications. Payment includes full compensation for all labor, materials, equipment and tools necessary to furnish, install, test and make ready for service the lift station

complete and in place as shown on the Standard Drawings, Plans, and as directed by the Engineer. If not specifically indicated otherwise on the Plans and specifically included in the Bid Schedule, all items required to perform the work, including structure excavation and structure backfill, precast concrete manhole, lift station wet well, pipe, discharge pipe and fittings, trench excavation and backfill, submersible pumps and controls, and any other required items, are incidental to the Bid Item.

A. Storm Lift Station: On a lump sum basis for the construction of a fully operational lift station.

1. Bid Schedule Payment Reference: 603.4.1.A.1.
2. Bid Schedule Description: Storm Lift Station...lump sum (LS).

Division 600 – Culverts, Storm Drains and Gravity Irrigation – Standard Drawings

**Delete** the following Standard Drawings:

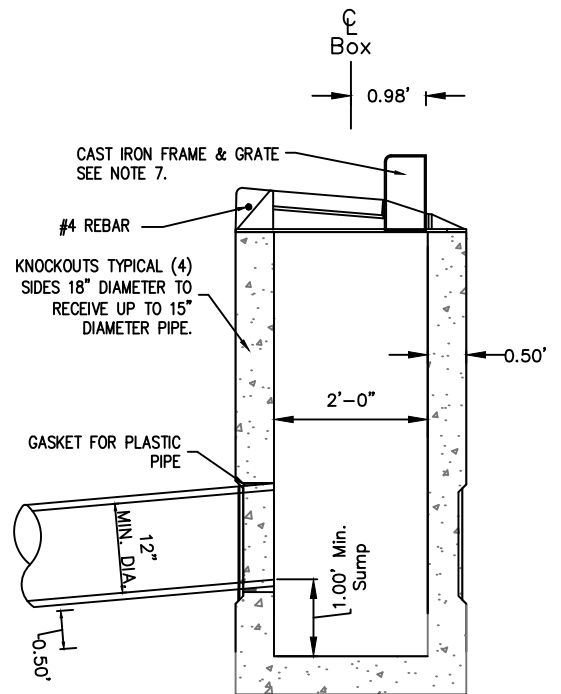
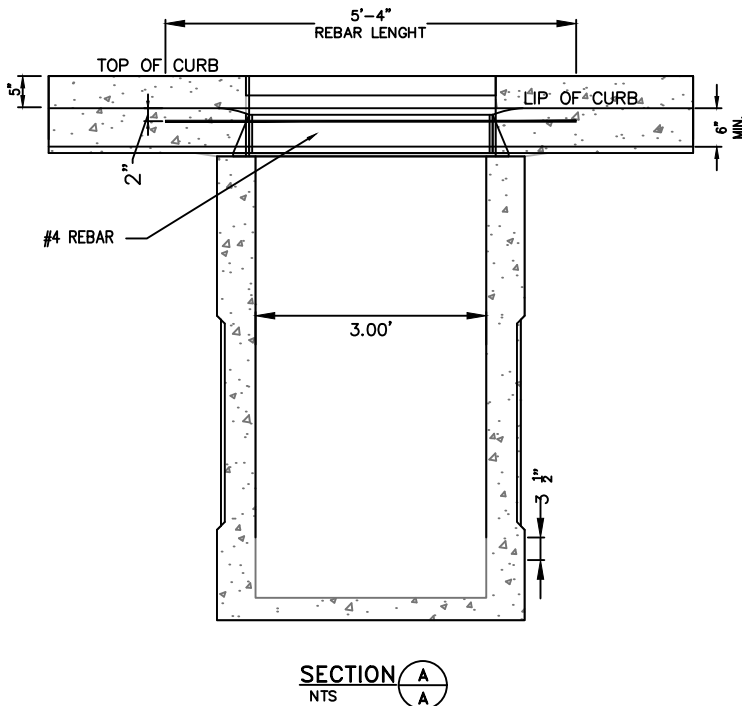
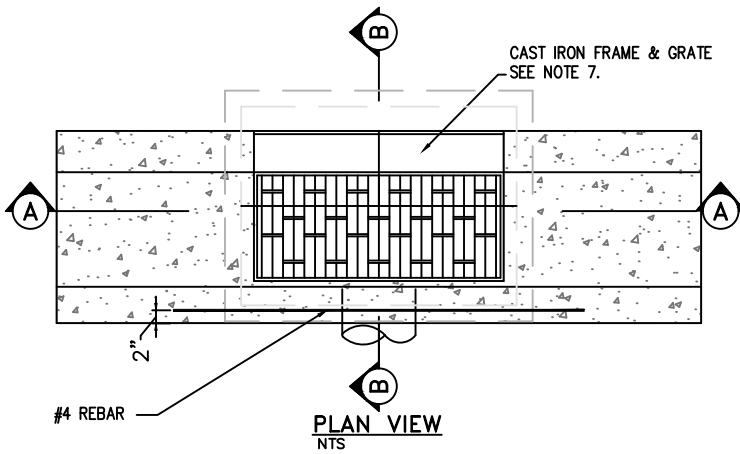
Delete SD-601  
Delete SD-604  
Delete SD-611  
Delete SD-612  
Delete SD-613  
Delete SD-613A  
Delete SD-614  
Delete SD-614A  
Delete SD-616  
Delete SD-617  
Delete SD-618

**Add** the following Idaho Falls Standard Drawings:

Add IF-604 (2 sheets)  
Add IF-611  
Add IF-612  
Add IF-612A  
Add IF-613  
Add IF-613A  
Add IF-614  
Add IF-614A  
Add IF-616A  
Add IF-616B  
Add IF-617A  
Add IF-617B  
Add IF-617C  
Add IF-617D  
Add IF-630A  
Add IF-630B  
Add IF-631

## NOTES:

1. ALL INLETS INSTALLED WITHIN PUBLIC RIGHT-OF-WAY SHALL BE SIDE OPENERS UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
2. ALL CONCRETE PIPES (24" OR LESS IN DIA.) CONNECTED TO MANHOLES OR INLET BOXES SHALL HAVE A BELL AND SPIGOT JOINT LOCATED WITHIN 24" OF THE OUTSIDE WALL OF STRUCTURE. THIS PROTRUDING PORTION OF PIPE SHALL BE SUPPORTED WITH CONCRETE UP TO, BUT NOT INCLUDING THE JOINT.
3. ALL EXPOSED SURFACES TO BE GROUTED SHALL FIRST BE COATED WITH AN EPOXY BONDING AGENT.
4. JOINTS, ETC., THAT MUST BE GROUTED, SHALL BE "DRY PACKED" WITH A NON-SHRINK, TYPE GROUT SUCH AS THORITE (STANDARD WALL PRODUCTS, INC.) OR EQUIVALENT.
5. SEE STANDARD DRAWING IF-701A FOR DIMENSIONS OF CURB AND GUTTER.
6. ALL CONCRETE SHALL BE CLASS 4000 AND CURED WITH A CURING COMPOUND AS SPECIFIED IN THE STANDARD SPECIFICATION OR AS DIRECTED BY THE ENGINEER.
7. CAST IRON FRAME AND GRATE TO BE D&L FOUNDRY #1-3517, NEENAH FOUNDRY R-3067 OR APPROVED EQUAL. GRATE TO BE TYPE "L".
8. TOP BACK OF CURB TO LOW POINT OF GRATE MINIMUM 0.62 FEET



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# STANDARD 2'X3' PRECAST CATCH BASIN TYPE IV

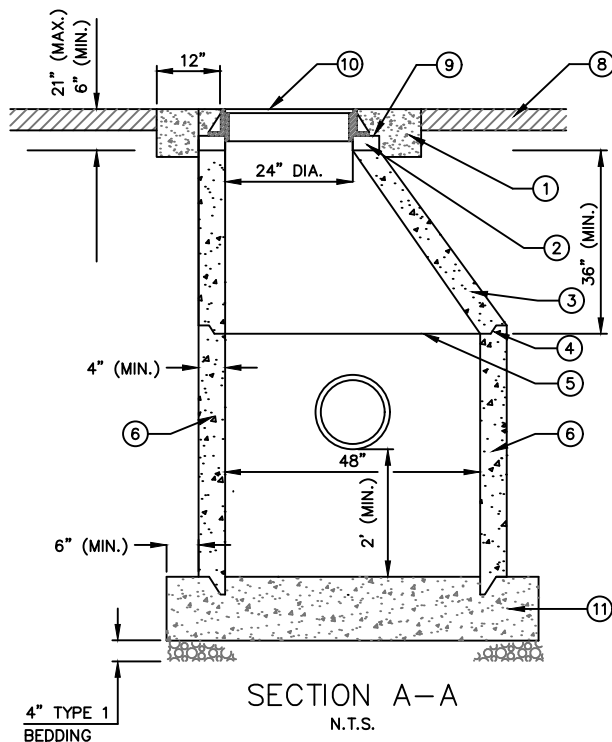
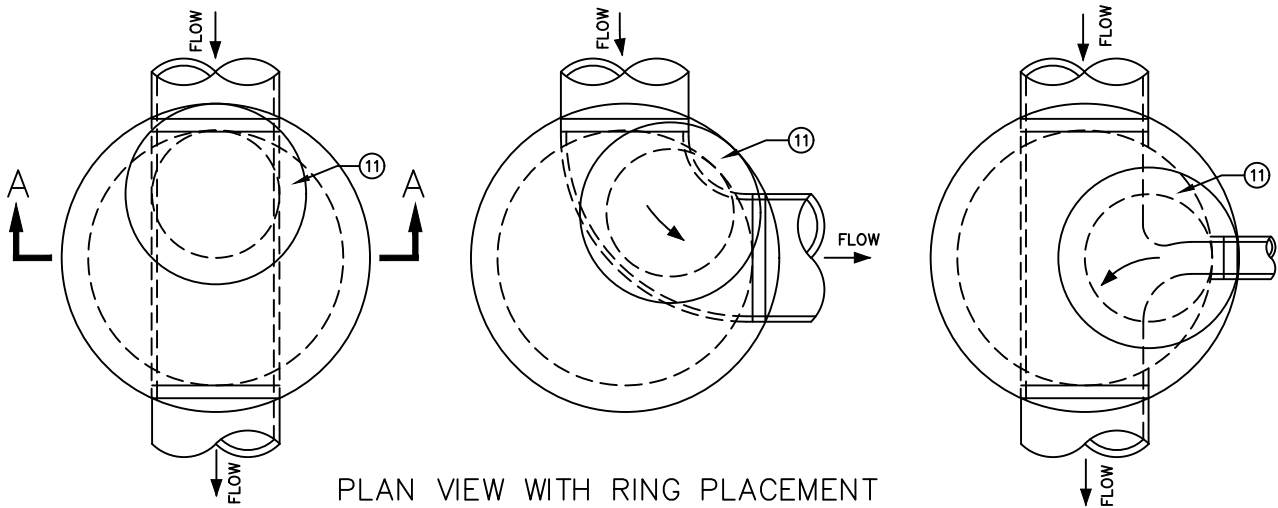
STANDARD DRAWING  
NO. IF-604  
SHEET 1 OF 2



1. ALL INLETS INSTALLED WITHIN PUBLIC RIGHT-OF-WAY SHALL BE SIDE OPENERS UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
2. ALL CONCRETE PIPES (24" OR LESS IN DIA.) CONNECTED TO MANHOLES OR INLET BOXES SHALL HAVE A BELL AND SPIGOT JOINT LOCATED WITHIN 24" OF THE OUTSIDE WALL OF STRUCTURE. THIS PROTRUDING PORTION OF PIPE SHALL BE SUPPORTED WITH CONCRETE UP TO, BUT NOT INCLUDING THE JOINT.
3. ALL EXPOSED SURFACES TO BE GROUTED SHALL FIRST BE COATED WITH AN EPOXY BONDING AGENT.
4. JOINTS, ETC., THAT MUST BE GROUTED, SHALL BE "DRY PACKED" WITH A NON-SHRINK, TYPE GROUT SUCH AS THORITE (STANDARD WALL PRODUCTS, INC.) OR EQUIVALENT.
5. SEE STANDARD DRAWING IF-701A FOR DIMENSIONS OF CURB AND GUTTER.
6. ALL CONCRETE SHALL BE CLASS 4000 AND CURED WITH A CURING COMPOUND AS SPECIFIED IN THE STANDARD SPECIFICATION OR AS DIRECTED BY THE ENGINEER.
7. CAST IRON FRAME AND GRATE TO BE D&L FOUNDRY #-3559, NEENAH FOUNDRY R-3075 OR APPROVED EQUAL. GRATE TO BE TYPE "L".
8. TOP BACK OF CURB TO LOW POINT OF GRATE MINIMUM 0.62 FEET.



STANDARD DRAWING  
NO. **IF-604**  
SHEET 2 OF 2



#### LEGEND

- ① CONCRETE OR ASPHALT COLLAR IN PAVED STREET PER IF-616A & IF-616B.
- ② GRADE RINGS GROUTED WATERTIGHT IN PLACE, NOT TO EXCEED 21" FROM FINISHED SURFACE TO TOP OF CONE. SEE IF-517A AND IF-517B.
- ③ PRECAST MONOLITHIC ECCENTRIC CONE SECTION. (REBAR NOT SHOWN).
- ④ RAMNEK OR APPROVED GASKETS AT ALL JOINTS.
- ⑤ PROPERLY ALIGN ALL INTERIOR JOINTS.
- ⑥ PRECAST CONCRETE MANHOLE BARREL SECTION (REBAR NOT SHOWN).
- ⑦ PRECAST GASKETED HUB RING OR RUBBER GASKETED COLLAR.
- ⑧ SURFACING TO MATCH FLUSH WITH EXISTING SURFACING (AS SHOWN).
- ⑨ FRAME TO BE GROUTED TO GRADE RINGS.
- ⑩ FRAME AND COVER PER IF-507A.
- ⑪ ROTATE CONE AS SHOWN IN RELATION TO PIPE SETUP AND DIRECTION OF FLOW. ALL OTHER CONFIGURATIONS TO HAVE WRITTEN ENGINEERS APPROVAL.

#### NOTES:

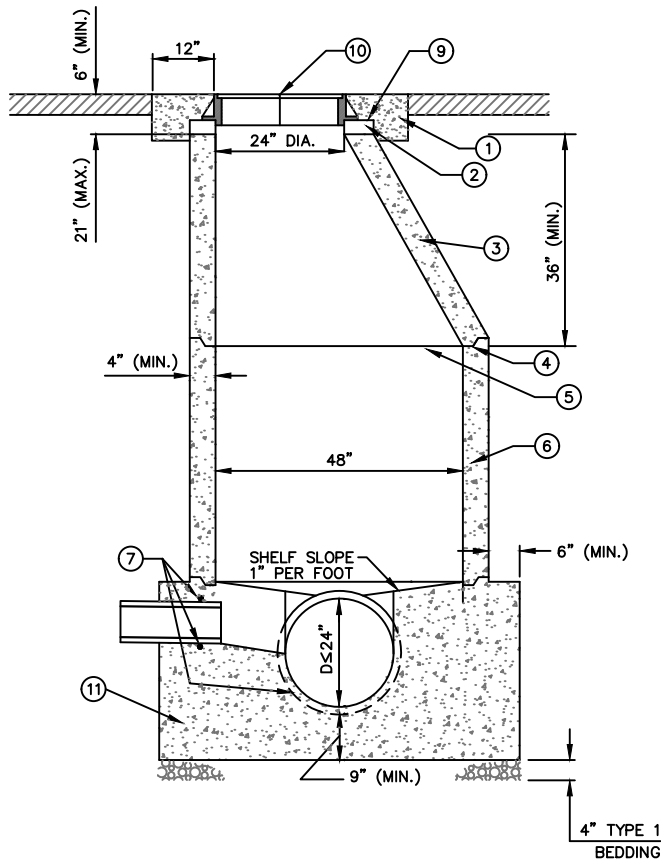
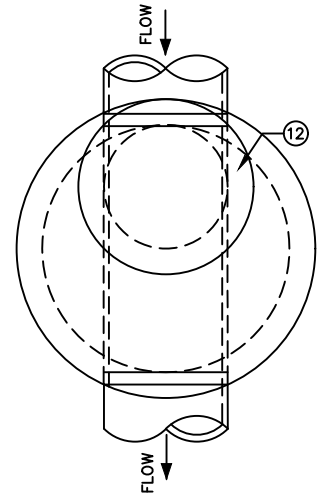
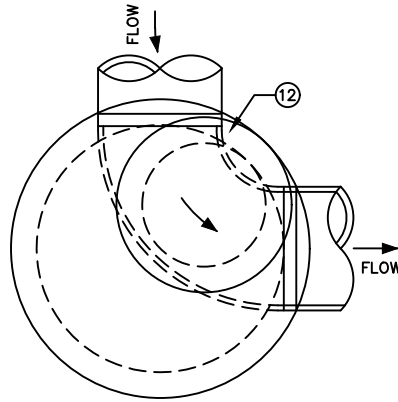
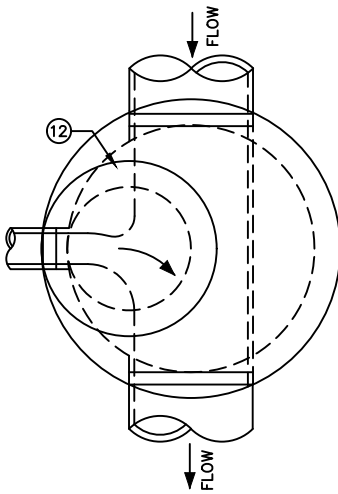
- (A) RAISED INVERTS ONLY ALLOWED AT OUTFALL SEWER.
- (B) FOR INLET PIPE DIAMETER, D, GREATER THAN 24", SEE IF-613 OR IF-614.
- (C) MANHOLE FRAME AND COVER:
  - A. FRAME AND COVER SHALL BE FLUSH WITH SLOPE OF PAVEMENT.
  - B. "SEWER CONFINED SPACE" ON COVER.
- (D) WHERE PVC PIPE IS UTILIZED, INSTALL A RUBBER RING OR GASKET COLLAR WHERE THE PIPE IS IN CONTACT WITH MANHOLE BASE AND/OR MANHOLE CHANNEL, IN ORDER TO ENSURE A WATERTIGHT SEAL.

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## MANHOLE TYPE A RAISED INVERT

STANDARD DRAWING  
NO. IF-611



## LEGEND

- ① CONCRETE OR ASPHALT COLLAR IN PAVED STREET PER IF-616A OR IF-616B.
- ② GRADE RINGS GROUTED WATERTIGHT IN PLACE, NOT TO EXCEED 21" FROM FINISHED SURFACE TO TOP OF CONE. SEE IF-517A AND IF-517B.
- ③ PRECAST MONOLITHIC ECCENTRIC CONE SECTION. (REBAR NOT SHOWN).
- ④ RAMNEK OR APPROVED GASKETS AT ALL JOINTS.
- ⑤ PROPERLY ALIGN ALL INTERIOR JOINTS.
- ⑥ PRECAST CONCRETE MANHOLE BARREL SECTION (REBAR NOT SHOWN) 48" RCP.
- ⑦ PRECAST GASKETED HUB RING OR RUBBER GASKETED COLLAR.
- ⑧ SURFACING TO MATCH FLUSH WITH EXISTING SURFACING (AC SHOWN).
- ⑨ FRAME TO BE GROUTED TO GRADE RINGS.
- ⑩ FRAME AND COVER PER IF-507A.
- ⑪ CAST-IN-PLACE MANHOLE BASE. SEE IF-501A FOR PREFABRICATED BASE.
- ⑫ ROTATE CONE AS SHOWN IN RELATION TO PIPE SETUP AND DIRECTION OF FLOW. ALL OTHER CONFIGURATIONS TO HAVE WRITTEN ENGINEERS APPROVAL.

## NOTES:

- A FOR DIAMETER, D, GREATER THAN 24", SEE IF-613 OR IF-614.
- B MANHOLE FRAME AND COVER:
  - A. FRAME AND COVER SHALL BE FLUSH WITH SLOPE OF PAVEMENT.
  - B. "SEWER CONFINED SPACE" ON COVER.
- C WHERE PVC PIPE IS UTILIZED, INSTALL A RUBBER RING OR GASKET COLLAR WHERE THE PIPE IS IN CONTACT WITH MANHOLE BASE AND/OR MANHOLE CHANNEL, IN ORDER TO ENSURE A WATERTIGHT SEAL.
- D EITHER BASE ON IF-612 OR SD-501A MAY BE USED WITH ANY MANHOLE TYPE A.

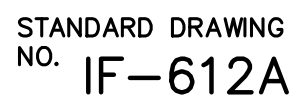
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CITY OF IDAHO FALLS

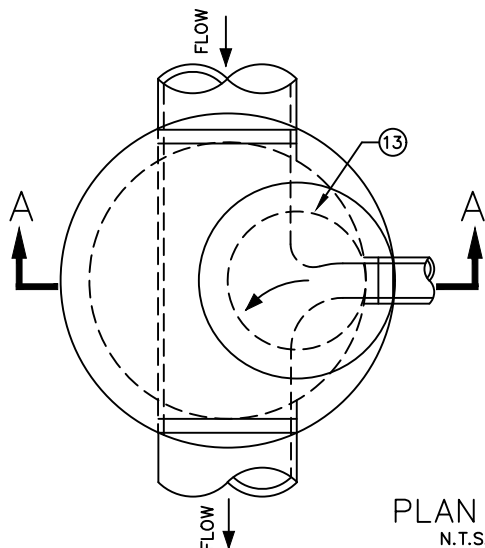
MANHOLE TYPE A

STANDARD DRAWING  
NO. IF-612

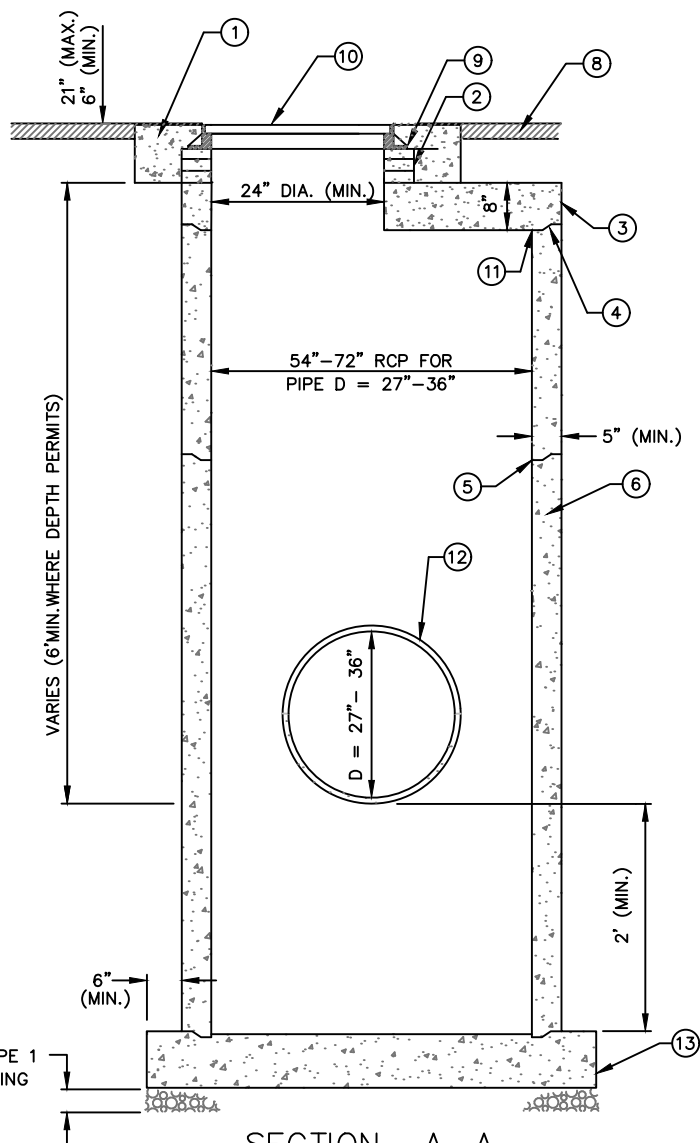
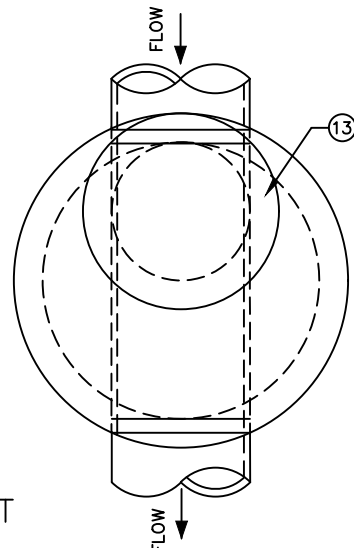
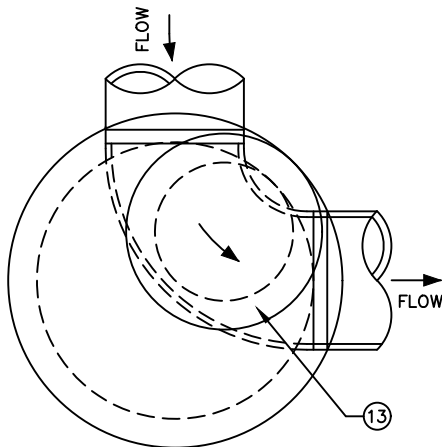








PLAN VIEW WITH RING PLACEMENT  
N.T.S.  
FOR PIPE DIA. 27" – 36" PIPE



SECTION A-A  
N.T.S.

### LEGEND

- ① CONCRETE OR ASPHALT COLLAR IN PAVED AND GRAVEL PER IF-616A & IF-616B.
- ② GROUT GRADE RINGS WATERTIGHT IN PLACE, NOT TO EXCEED 21" FROM FINISHED SURFACE TO TOP OF CONE. SEE IF-517A AND IF-517B.
- ③ REINFORCED CONCRETE REDUCER SLAB. REBAR NOT SHOWN.
- ④ RAMNEK OR APPROVED GASKETS AT ALL JOINTS.
- ⑤ PROPERLY ALIGN ALL INTERIOR JOINTS.
- ⑥ PRECAST CONCRETE MANHOLE BARREL SECTION (REBAR NOT SHOWN) 54"-72" RCP.
- ⑦ PRECAST GASKETED HUB RING OR RUBBER GASKETED COLLAR.
- ⑧ SURFACING TO MATCH FLUSH WITH EXISTING SURFACING (AC SHOWN).
- ⑨ FRAME TO BE GROUTED TO GRADE RINGS.
- ⑩ FRAME AND COVER PER IF-507A.
- ⑪ GROUT SMOOTH ALL INTERIOR JOINTS.
- ⑫ CUT OUT RCP MANHOLE TO CONFORM TO PIPE.
- ⑬ ROTATE LID AS SHOWN IN RELATION TO PIPE SETUP AND DIRECTION OF FLOW. ALL OTHER CONFIGURATIONS TO HAVE WRITTEN ENGINEERS APPROVAL.

### NOTES:

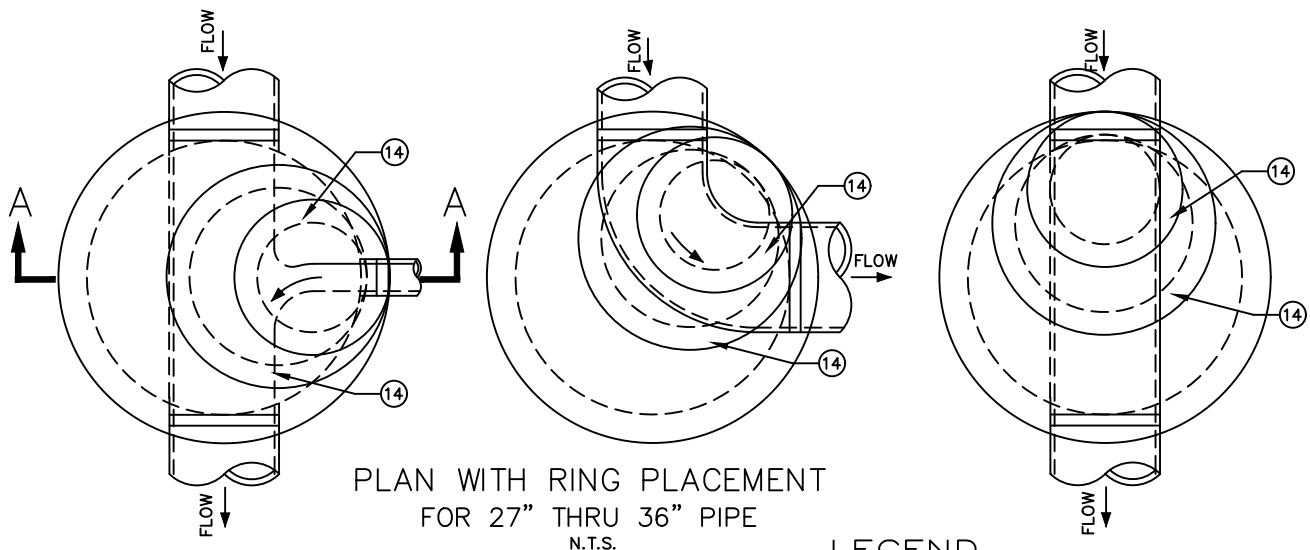
- (A) FOR EXTRA DEPTH MANHOLE, SEE IF-614 "STANDARD MANHOLE TYPE B, DEEP".
- (B) MANHOLE FRAME AND COVER:
  - A. FRAME AND COVER SHALL BE FLUSH WITH SLOPE OF PAVEMENT.
  - B. "SEWER CONFINED SPACE" ON COVER.
- (C) WHERE PVC IS UTILIZED, INSTALL A RUBBER RING OR GASKET COLLAR WHERE THE PIPE IS IN CONTACT WITH MANHOLE BASE AND/OR MANHOLE CHANNEL, IN ORDER TO ENSURE A WATERTIGHT SEAL.
- (D) RAISED INVERT ONLY ALLOWED AT OUTFALL SEWERS.

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CITY OF IDAHO FALLS

## MANHOLE TYPE B RAISED INVERT

STANDARD DRAWING  
NO. IF-613A

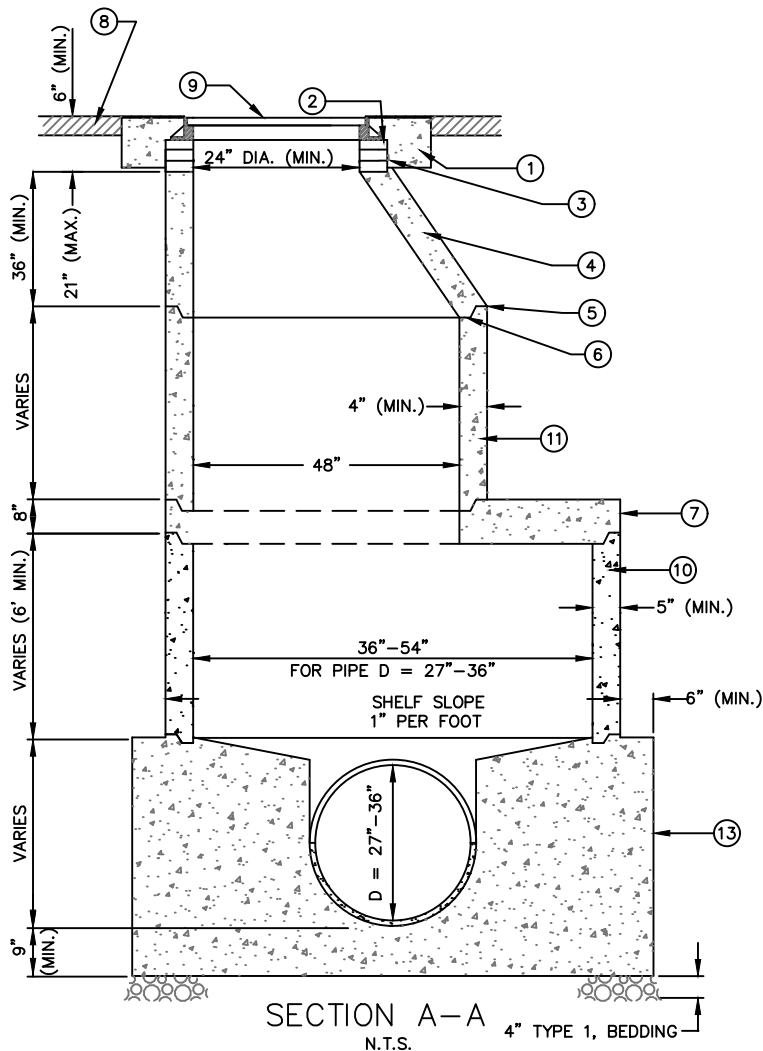


### LEGEND

- ① CONCRETE OR ASPHALT COLLAR IN PAVED AND GRAVEL STREET SECTIONS PER IF-508A & IF-508B.
- ② FRAME TO BE GROUTED TO GRADE RINGS.
- ③ GRADE RINGS GROUT WATER TIGHT IN PLACE, NOT TO EXCEED 21" FROM FINISHED SURFACE TO TOP OF CONE. SEE IF-517A AND IF-517B.
- ④ PRECAST MONOLITHIC ECCENTRIC CONE.
- ⑤ RAMNEK OR APPROVED GASKETS AT ALL JOINTS.
- ⑥ PROPERLY ALIGN ALL INTERIOR JOINTS.
- ⑦ REINFORCED CONCRETE REDUCER SLAB AS APPROVED BY THE ENGINEER.
- ⑧ SURFACING TO MATCH FLUSH WITH EXISTING SURFACING (AC SHOWN).
- ⑨ FRAME AND COVER PER IF-507A.
- ⑩ 36" RCP THRU 54" PIPE.
- ⑪ 48" DIAMETER BARREL SECTION.
- ⑫ GRADE RINGS.
- ⑬ CAST-IN-PLACE MANHOLE BASE. SEE IF-502A FOR PREFABRICATED BASE.
- ⑭ ROTATE REDUCER SLAB AND ECCENTRIC CONE AS SHOWN IN RELATION TO PIPE SET UP AND DIRECTION OF FLOW. ALL OTHER CONFIGURATIONS TO HAVE WRITTEN ENGINEERS APPROVAL

### NOTES:

- (A) OPTIONAL PREFABRICATED MANHOLE BASE WITH APPROVED PIPE CONNECTIONS MAY BE USED WITH ENGINEERS APPROVAL, SEE IF-502A.
- (B) MANHOLE FRAME AND COVER:
  - A. FRAME AND COVER SHALL BE FLUSH WITH SLOPE OF PAVEMENT.
  - B. "SEWER CONFINED SPACE" ON COVER.
- (C) WHERE PVC IS UTILIZED, A RUBBER RING OR GASKET COLLAR IS TO BE INSTALLED WHERE THE PIPE IS IN CONTACT WITH MANHOLE BASE AND/OR MANHOLE CHANNEL, IN ORDER TO ENSURE A WATERTIGHT SEAL.

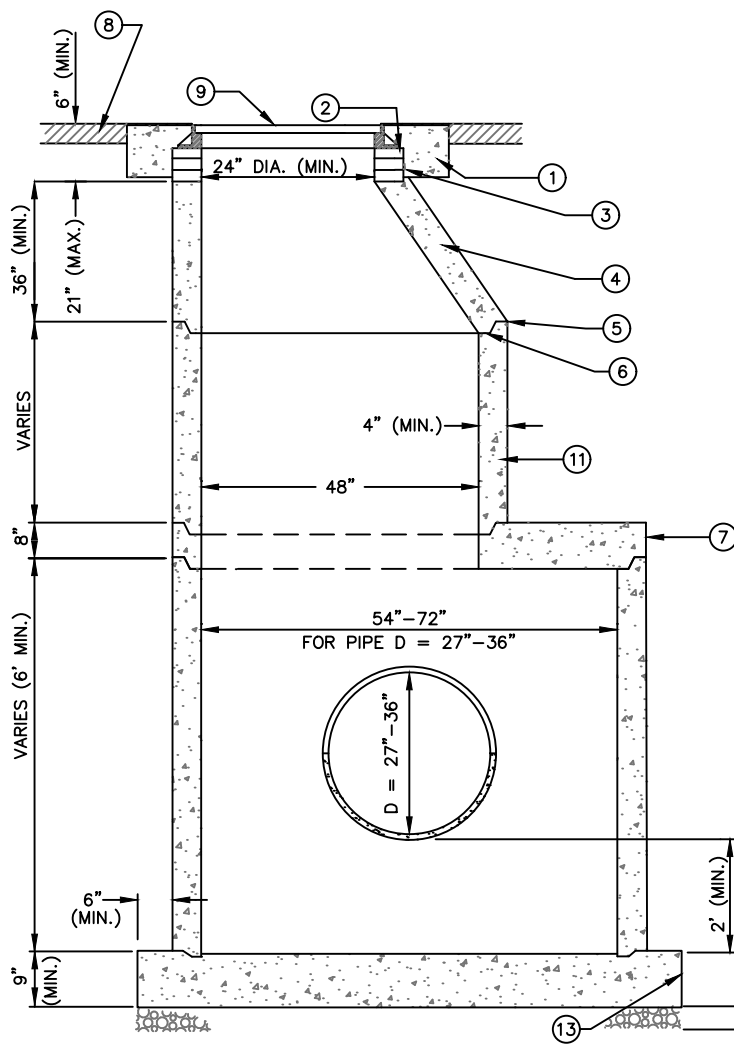
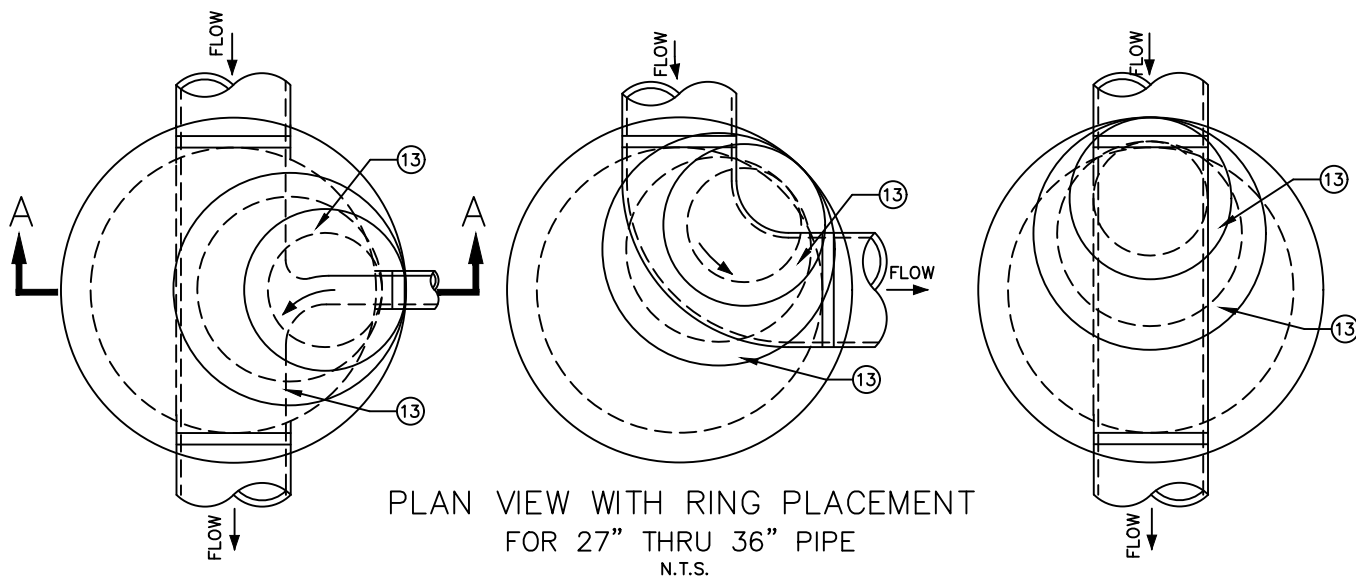


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CITY OF IDAHO FALLS

MANHOLE  
TYPE B, DEEP

STANDARD DRAWING  
NO. IF-614



#### LEGEND

- ① CONCRETE OR ASPHALT COLLAR IN PAVED AND GRAVEL SECTIONS PER IF-616A AND IF-616B.
- ② FRAME TO BE GROUTED TO GRADE RINGS.
- ③ GRADE RINGS GROUT WATER TIGHT IN PLACE, NOT TO EXCEED 21" FROM FINISHED SURFACE TO TOP OF CONE. SEE IF-517A AND IF-517B.
- ④ PRECAST MONOLITHIC ECCENTRIC CONE.
- ⑤ RAMNEK OR APPROVED GASKETS AT ALL JOINTS.
- ⑥ PROPERLY ALIGN ALL INTERIOR JOINTS.
- ⑦ REINFORCED CONCRETE REDUCER SLAB AS APPROVED BY THE ENGINEER.
- ⑧ SURFACING TO MATCH FLUSH WITH EXISTING SURFACING (AC SHOWN).
- ⑨ FRAME AND COVER PER IF-507A.
- ⑩ 54" RCP THRU 72" PIPE.
- ⑪ 48" DIAMETER BARREL SECTION.
- ⑫ GRADE RINGS.
- ⑬ ROTATE REDUCER SLAB AND ECCENTRIC CONE AS SHOWN IN RELATION TO PIPE SET UP AND DIRECTION OF FLOW. ALL OTHER CONFIGURATIONS TO HAVE WRITTEN ENGINEERS APPROVAL

#### NOTES:

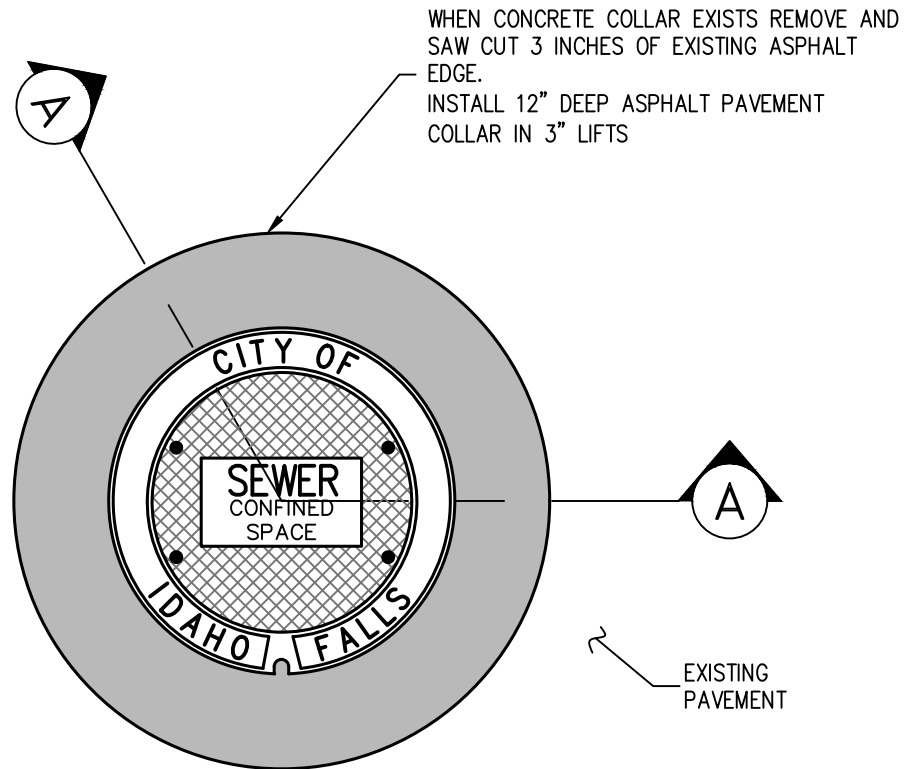
- (A) RAISED INVERT ONLY ALLOWED AT OUTFALL SEWERS.
- (B) MANHOLE FRAME AND COVER:  
A. FRAME AND COVER SHALL BE FLUSH WITH SLOPE OF PAVEMENT.  
B. "SEWER CONFINED SPACE" ON COVER.
- (C) WHERE PVC IS UTILIZED, A RUBBER RING OR GASKET COLLAR IS TO BE INSTALLED WHERE THE PIPE IS IN CONTACT WITH MANHOLE BASE AND/OR MANHOLE CHANNEL, IN ORDER TO INSURE A WATERTIGHT SEAL.

2018 REVISION

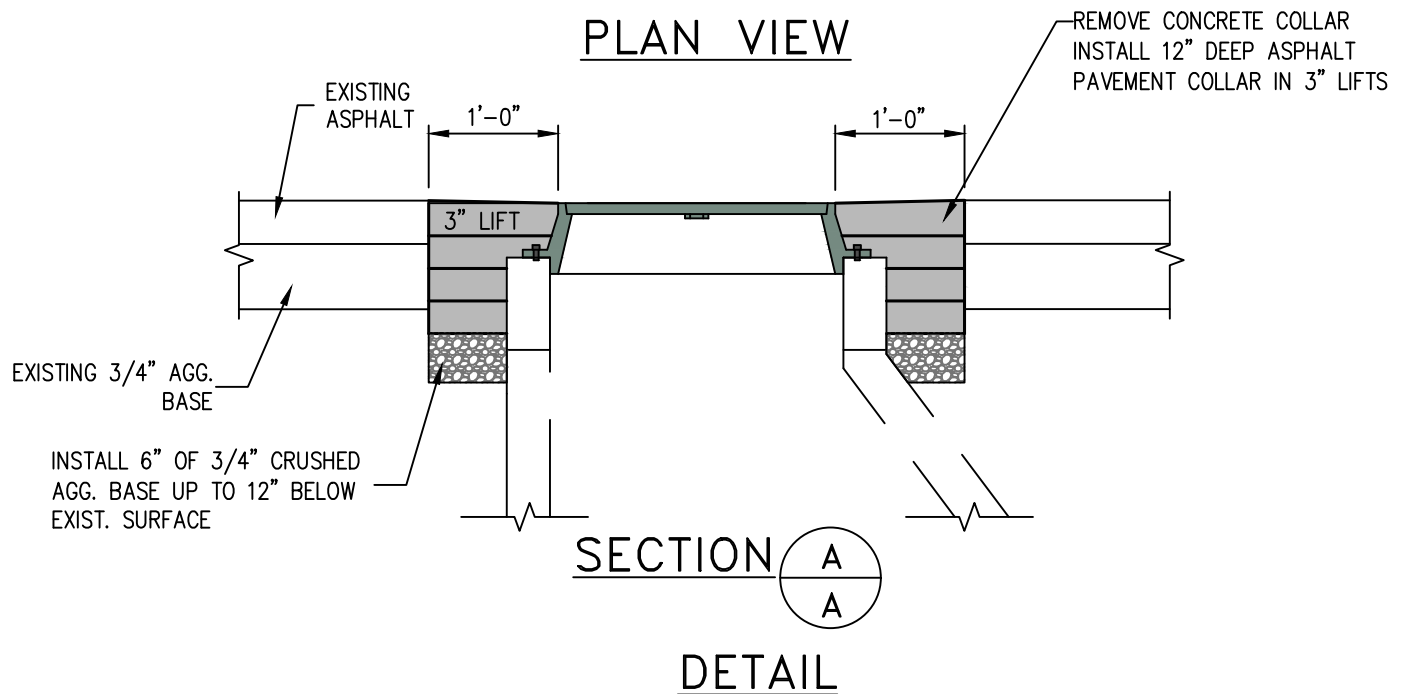
CITY OF IDAHO FALLS

MANHOLE TYPE B  
DEEP – RAISED INVERT

STANDARD DRAWING  
NO. IF-614A



## PLAN VIEW

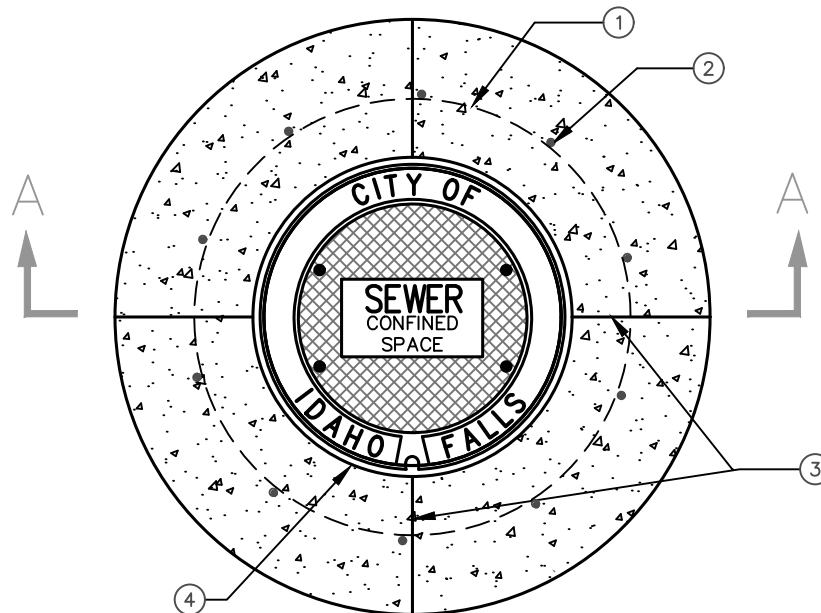


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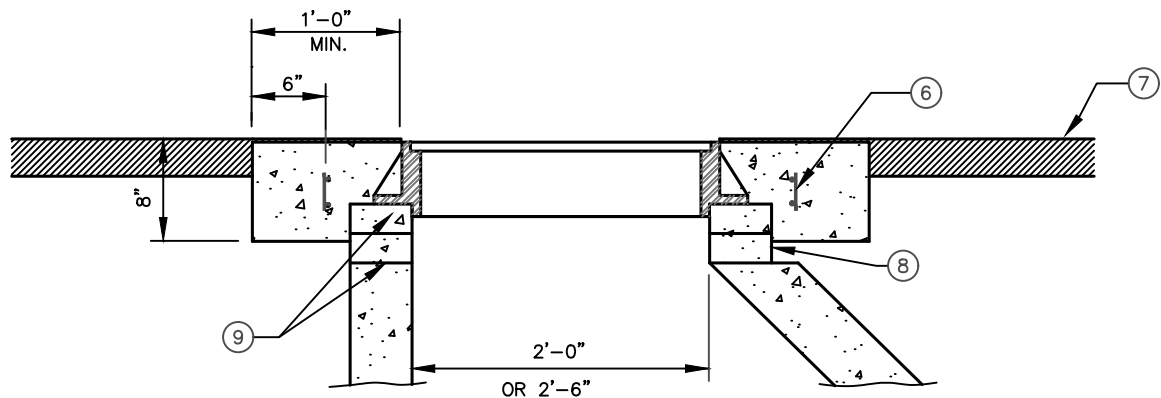
CITY OF IDAHO FALLS

STANDARD MANHOLE  
ASPHALT COLLAR

STANDARD DRAWING  
NO. IF-616A



PLAN  
N.T.S.



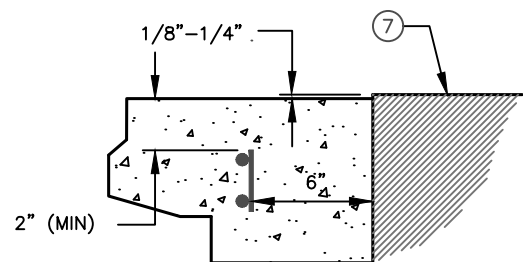
SECTION A-A  
N.T.S.

NOTE:

- (A) TOP OF COLLAR TO BE FLUSH WITH MANHOLE COVER.

# LEGEND

- (1) #4 REBAR HOOPS (2 EACH) SEE SECTION A-A).
- (2) #4 REBAR AT 20" SPACING.
- (3) SCORES.
- (4) RIM.
- (5) NOT USED.
- (6) SEE "DETAIL A" FOR REBAR IN COLLAR.
- (7) FINISHED GRADE.
- (8) SEE OTHER STANDARD DRAWINGS OF MANHOLES FOR MAXIMUM HEIGHT.
- (9) GROUT BETWEEN RING AND COVER AND GRADE RINGS.



DETAIL A

N.T.S.

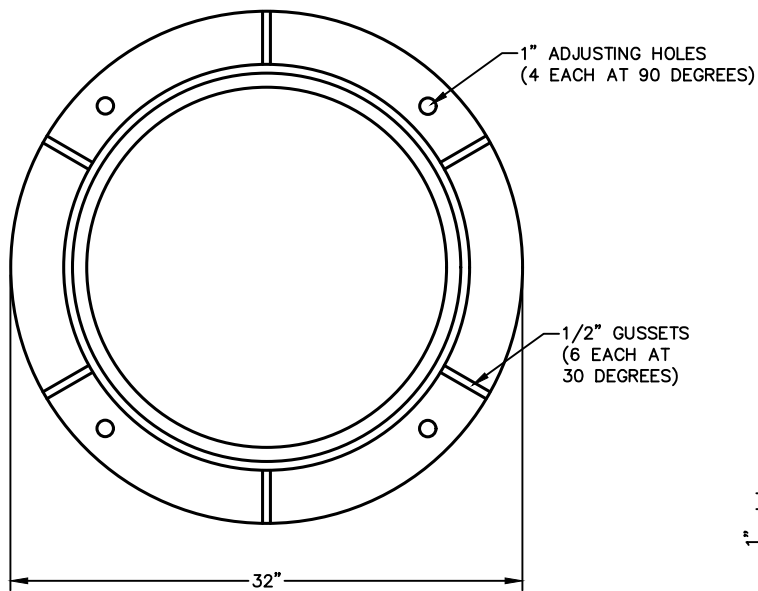
ENGINEER APPROVAL PRIOR TO INSTALL

2021 REVISION

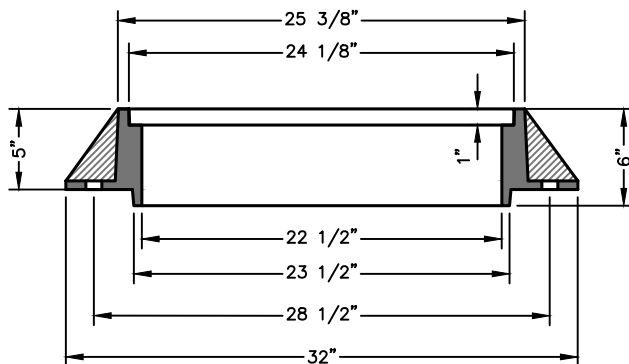
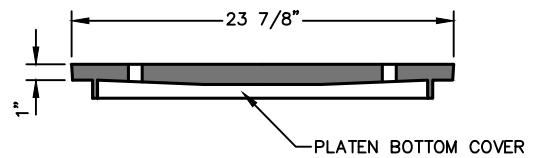
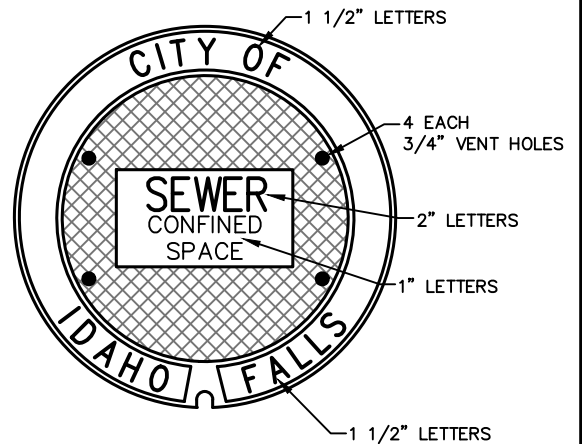
CITY OF IDAHO FALLS

MANHOLE  
CONCRETE COLLAR

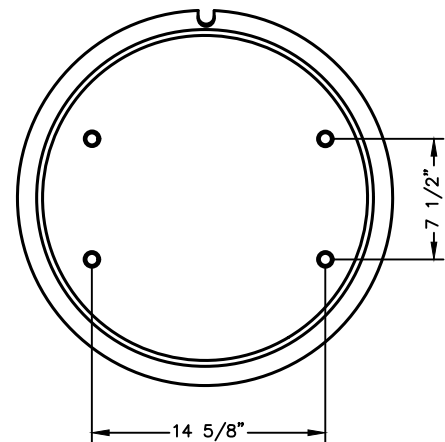
STANDARD DRAWING  
NO. IF-616B



PLAN  
N.T.S.



FRAME  
N.T.S.



COVER  
N.T.S.

### NOTES:

- (A) ALL SEWER LIDS SHALL BE LABELED "CITY OF IDAHO FALLS SEWER CONFINED SPACE" AS SHOWN.
- (B) USE CROSSHATCHED PATTERN ON LID.
- (C) STEEL YIELD STRENGTH:  $f_y = 65,000$  PSI.

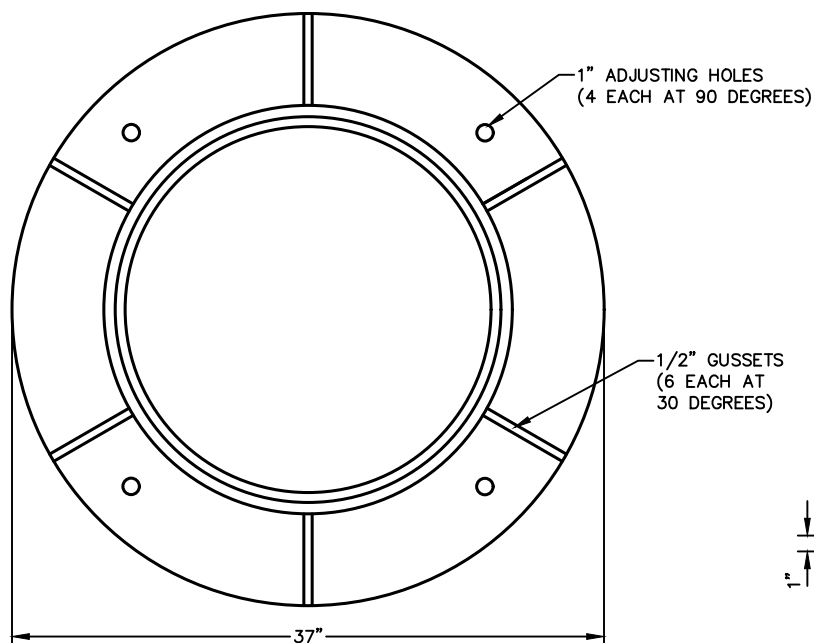
2021 REVISION

CITY OF IDAHO FALLS

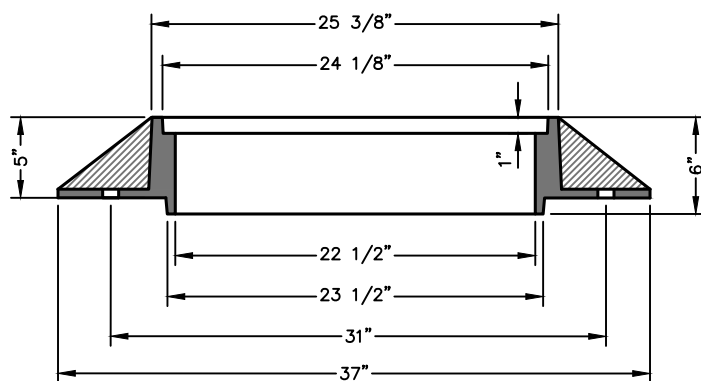
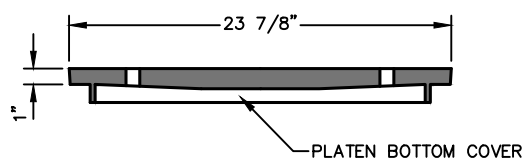
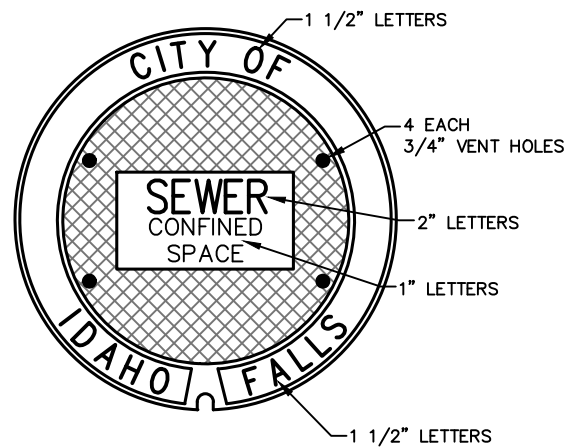
## STANDARD MANHOLE COVER AND FRAME

STANDARD DRAWING  
NO. IF-617A

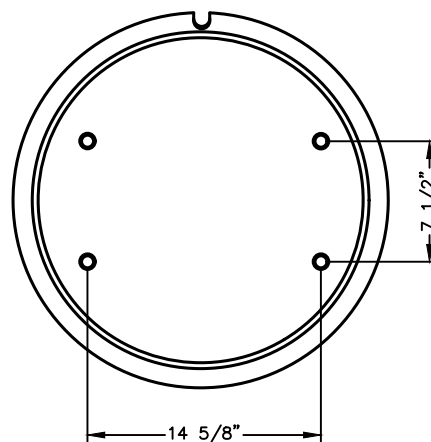




PLAN  
N.T.S.



FRAME  
N.T.S.



COVER  
N.T.S.

#### NOTES:

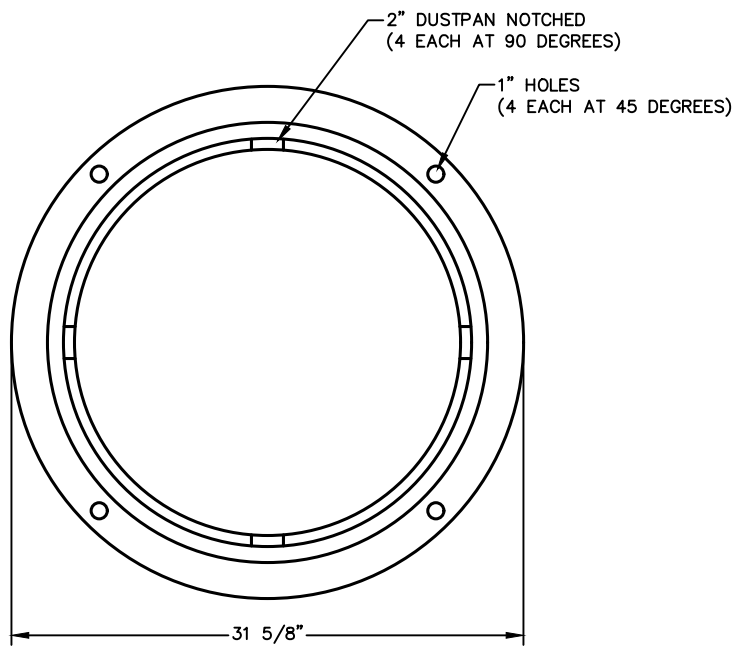
- (A) ALL SEWER LIDS SHALL BE LABELED "CITY OF IDAHO FALLS SEWER CONFINED SPACE" AS SHOWN. STORM SEWER LIDS REPLACE "SEWER CONFINED SPACE" WITH "STORM DRAIN".
- (B) USE CROSSHATCHED PATTERN ON LID.
- (C) STEEL YIELD STRENGTH:  $f_y = 65,000$  PSI.
- (D) USE ONLY WITH ENGINEERS WRITTEN APPROVAL.

2021 REVISION

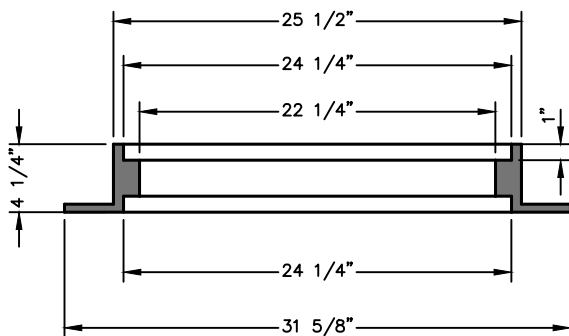
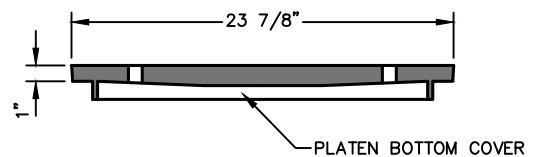
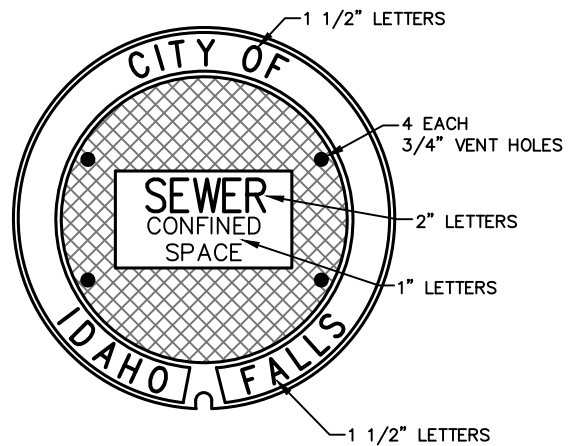
CITY OF IDAHO FALLS

## WIDE FLANGE MANHOLE COVER AND FRAME

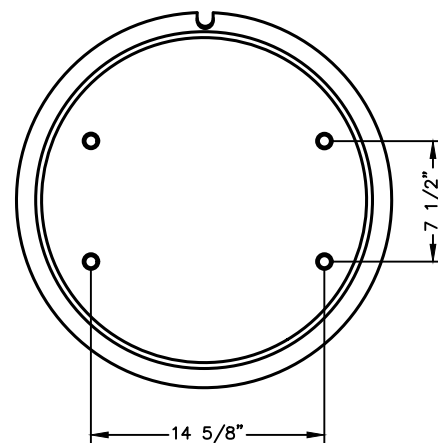
STANDARD DRAWING  
NO. IF-617B



PLAN  
N.T.S.



FRAME  
N.T.S.



COVER  
N.T.S.

NOTES:

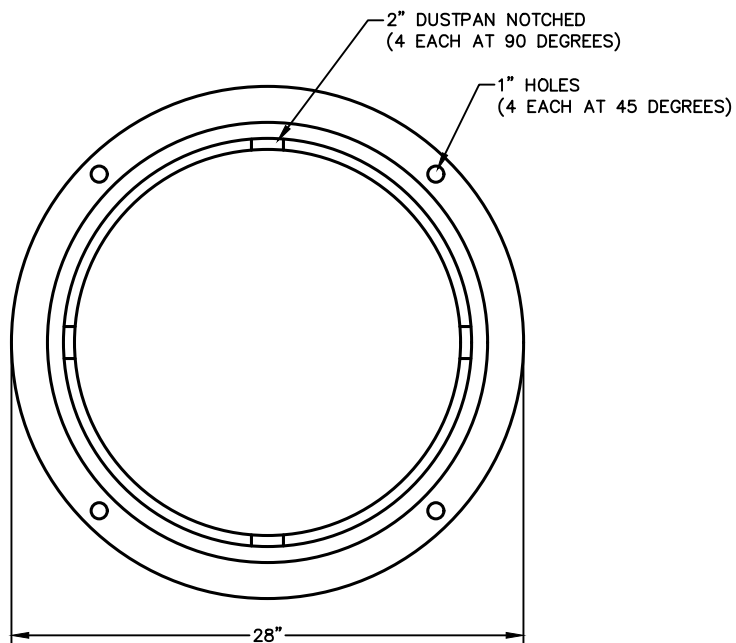
- (A) ALL SEWER LIDS SHALL BE LABELED "CITY OF IDAHO FALLS SEWER CONFINED SPACE" AS SHOWN. STORM SEWER LIDS REPLACE "SEWER CONFINED SPACE" WITH "STORM DRAIN".
- (B) USE CROSSHATCHED PATTERN ON LID.
- (C) STEEL YIELD STRENGTH:  $f_y = 65,000$  PSI.
- (D) USE ONLY WITH ENGINEER WRITTEN APPROVAL.

2021 REVISION

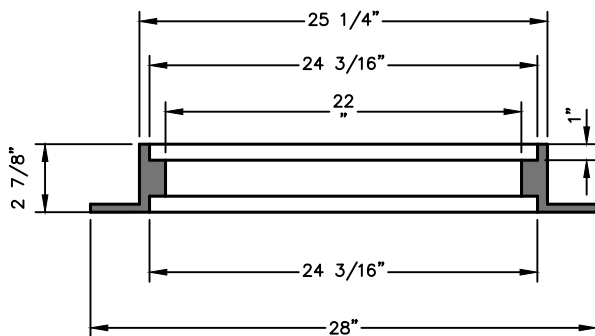
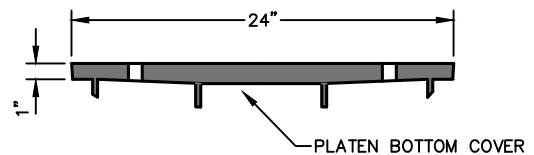
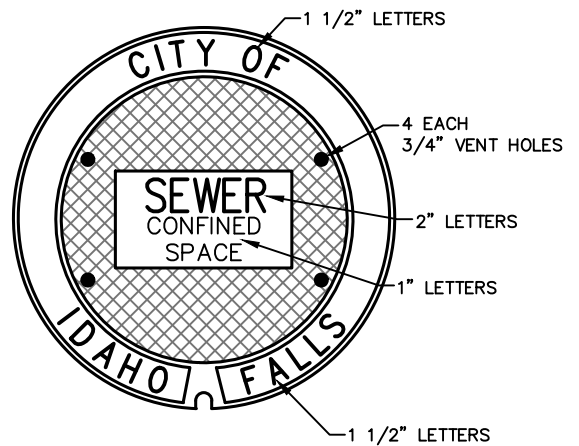
CITY OF IDAHO FALLS

REVERSIBLE MANHOLE  
COVER AND FRAME

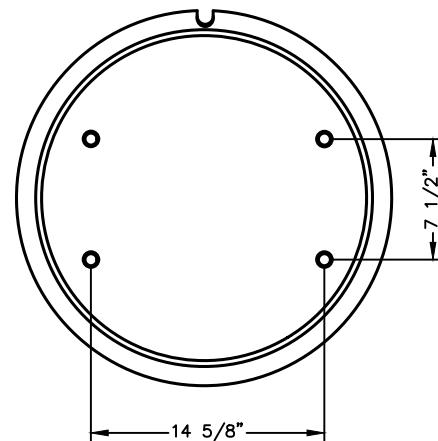
STANDARD DRAWING  
NO. IF-617C



PLAN  
N.T.S.



FRAME  
N.T.S.



COVER  
N.T.S.

### NOTES:

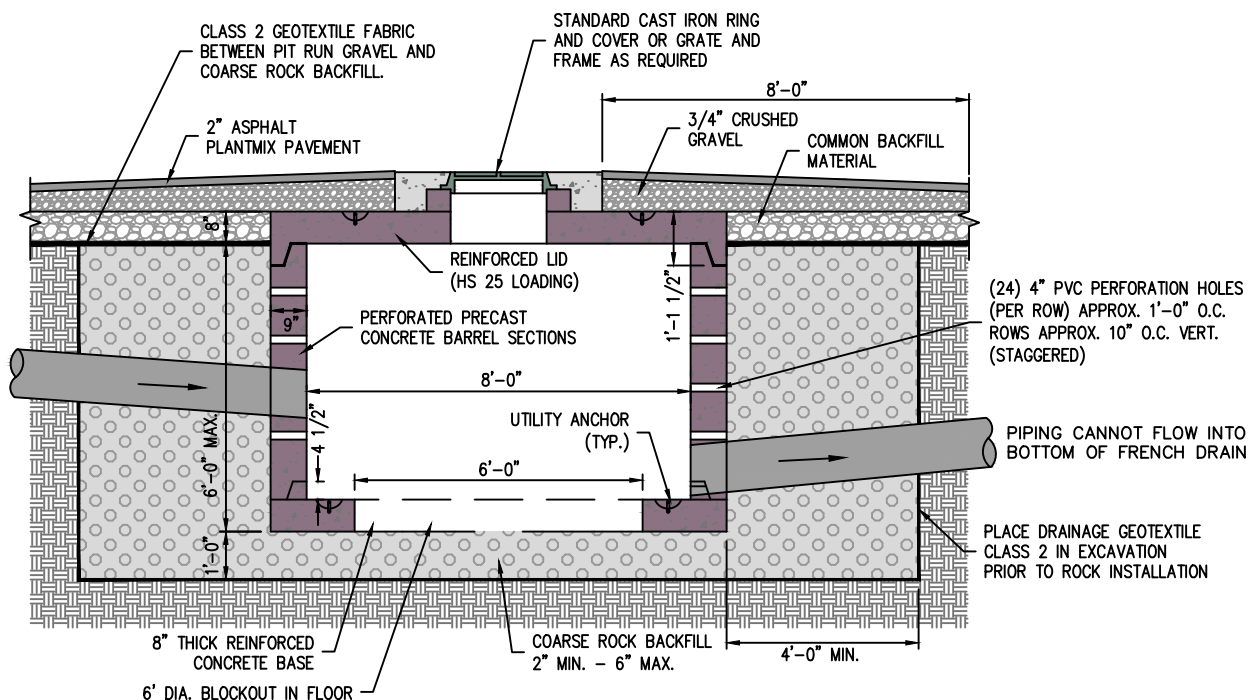
- (A) ALL SEWER LIDS SHALL BE LABELED "CITY OF IDAHO FALLS SEWER CONFINED SPACE" AS SHOWN. STORM SEWER LIDS REPLACE "SEWER CONFINED SPACE" WITH "STORM DRAIN".
- (B) USE CROSSHATCHED PATTERN ON LID.
- (C) STEEL YIELD STRENGTH:  $f_y = 65,000$  PSI.
- (D) USE ONLY WITH ENGINEER WRITTEN APPROVAL.

2021 REVISION

CITY OF IDAHO FALLS

## LOW PROFILE MANHOLE COVER AND FRAME

STANDARD DRAWING  
NO. IF-617D



## INFILTRATION MANHOLE

### NOTES:

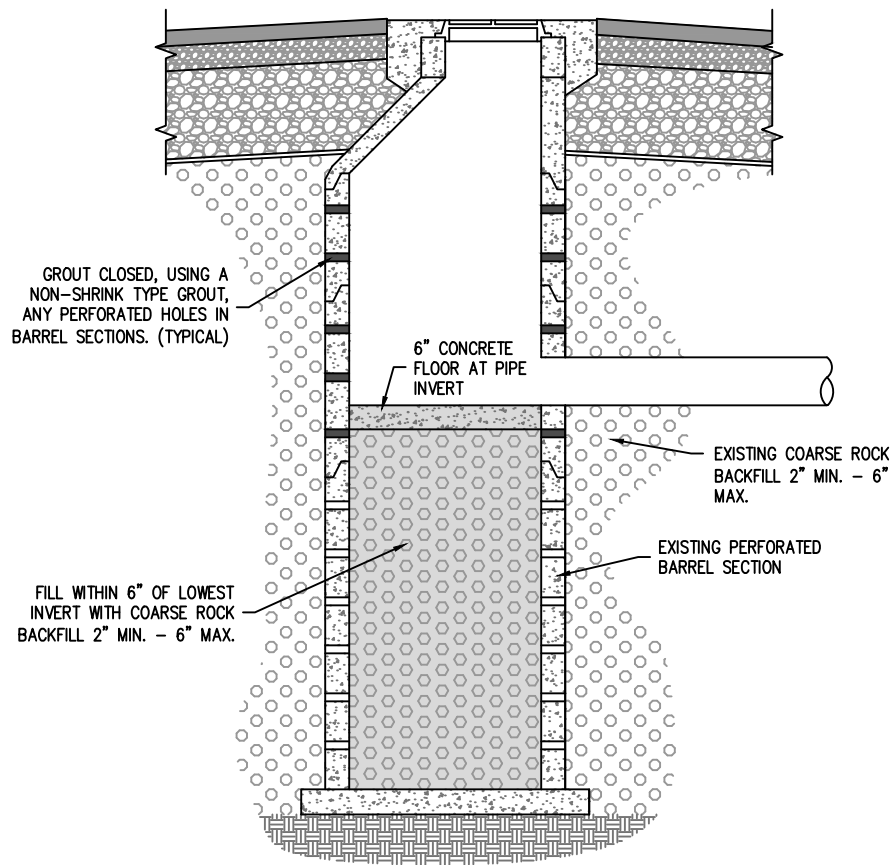
1. ALL MANHOLE FLOW LINES SHALL BE CONSTRUCTED TO PROVIDE SMOOTH FLOW THROUGH CHARACTERISTIC.
2. ALL CONCRETE PIPES (24" OR LESS IN DIA.) CONNECTED TO MANHOLES OR INLET BOXES SHALL HAVE A BELL AND SPIGOT JOINT LOCATED WITHIN 24" OF THE OUTSIDE WALL OF STRUCTURE. THIS PROTRUDING PORTION OF PIPE SHALL BE SUPPORTED WITH CONCRETE UP TO, BUT NOT INCLUDING THE JOINT.
3. ALL SURFACES (AGAINST WHICH CONCRETE OR NON-SHRINK GROUT IS TO BE PLACED) SHALL FIRST BE COATED WITH AN EPOXY BONDING AGENT SUCH AS SONNO BOND (SONNE BORN CO.), PROBOND EPOXY ET-150 (PROTEX INDUSTRIES CO.) OR EQUAL.
4. JOINTS, ETC., THAT MUST BE GROUTED, SHALL BE "DRY PACKED" WITH A NON-SHRINKING, NON-METALLIC TYPE GROUT, SUCH AS THORITE (STANDARD DRY WALL PRODUCTS, INC.) OR EQUAL.
5. ALL BROKEN PIPE FACES TO BE SMOOTHED OFF WITH NON-SHRINK GROUT.

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CITY OF IDAHO FALLS

# INFILTRATION MANHOLE

STANDARD DRAWING  
NO. **IF-630A**



## TYPICAL CONVERSION –TO STANDARD MANHOLE TO INFILTRATION MANHOLE

### NOTES:

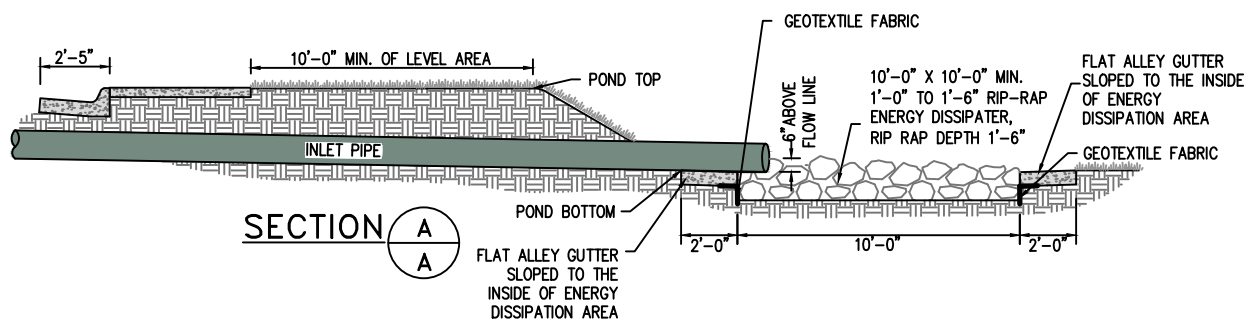
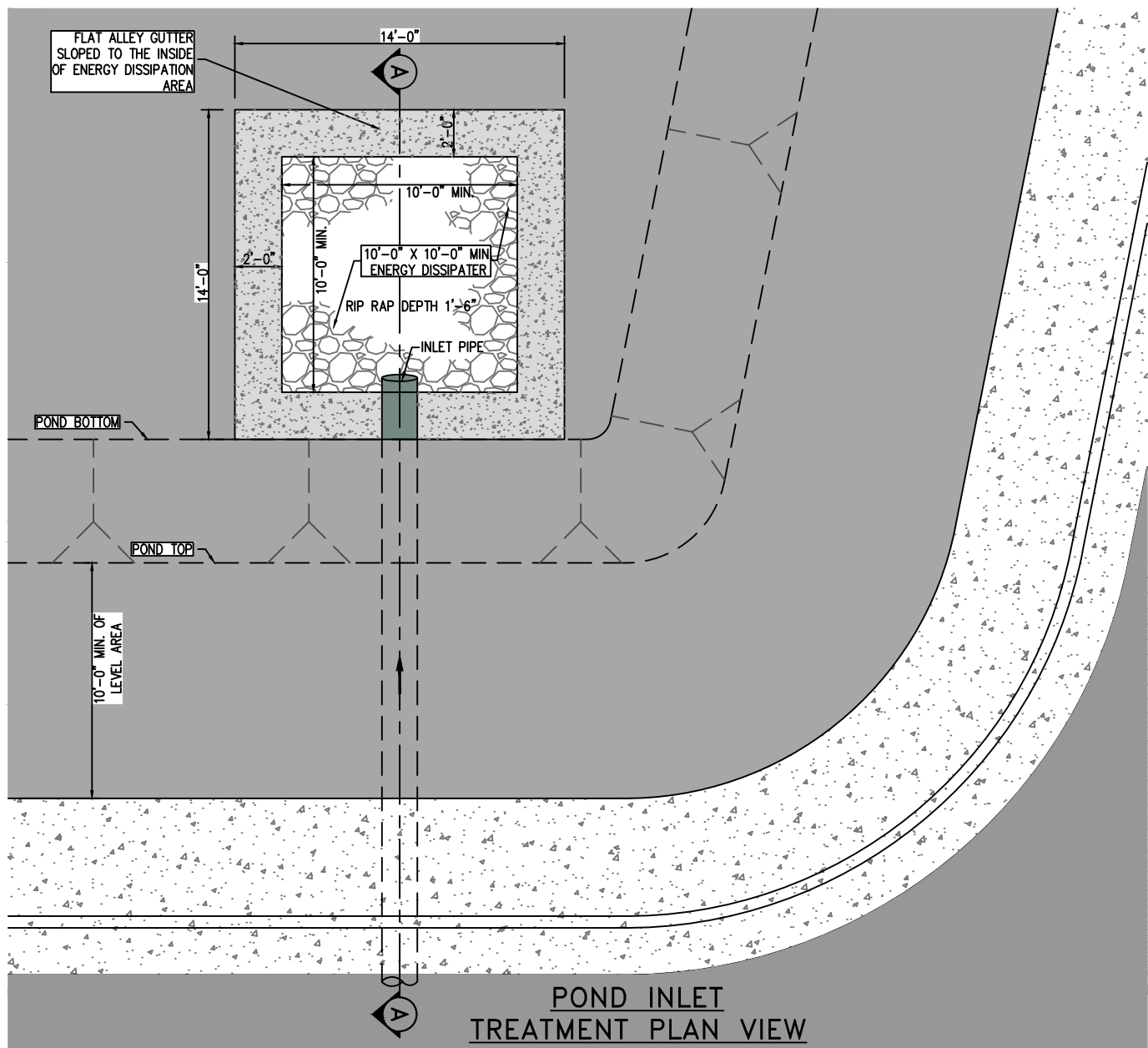
1. ALL MANHOLE FLOW LINES SHALL BE CONSTRUCTED TO PROVIDE SMOOTH FLOW THROUGH CHARACTERISTIC WITH CHANNELIZATION HALF DIAMETER OF PIPING..
2. ALL CONCRETE PIPES (24" OR LESS IN DIA.) CONNECTED TO MANHOLES OR INLET BOXES SHALL HAVE A BELL AND SPIGOT JOINT LOCATED WITHIN 24" OF THE OUTSIDE WALL OF STRUCTURE. THIS PROTRUDING PORTION OF PIPE SHALL BE SUPPORTED WITH CONCRETE UP TO, BUT NOT INCLUDING THE JOINT.
3. ALL SURFACES (AGAINST WHICH CONCRETE OR NON-SHRINK GROUT IS TO BE PLACED) SHALL FIRST BE COATED WITH AN EPOXY BONDING AGENT SUCH AS SONNO BOND (SONNE BORN CO.), PROBOND EPOXY ET-150 (PROTEX INDUSTRIES CO.) OR EQUAL.
4. JOINTS, ETC., THAT MUST BE GROUTED, SHALL BE "DRY PACKED" WITH A NON-SHRINKING, NON-METALLIC TYPE GROUT, SUCH AS THORITE (STANDARD DRY WALL PRODUCTS, INC.) OR EQUAL.
5. ALL BROKEN PIPE FACES TO BE SMOOTHED OFF WITH NON-SHRINK GROUT.

2018 REVISION

CITY OF IDAHO FALLS

# INFILTRATION MANHOLE CONVERSION

STANDARD DRAWING  
NO. IF-630B



2021 REVISION

CITY OF IDAHO FALLS

# POND INLET TREATMENT

STANDARD DRAWING  
NO. IF-631

**CITY OF IDAHO FALLS**

**SUPPLEMENTAL SPECIFICATIONS TO**  
**THE ISPWC**

**DIVISION 700 – Concrete**

# CITY OF IDAHO FALLS SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC

## Division 700 – Concrete

### Section 702 – Concrete Reinforcement Part 3.1 Placement

**Add** new Item A.1:

1. If concrete blocks are used, they shall have appropriate tie wires imbedded in them during their forming stage and each block shall be tied to the reinforcing bar it supports, to hold the block in place. Concrete blocks shall have approximately the same strength quality as the concrete placed around them. Plastic coated tie wire will only be required when epoxy coated reinforcing steel is specified for bridge decks. Alternate methods of holding the concrete blocks in place may be approved. The use of pebbles, pieces of broken stone, concrete or brick, metal pipe or wooden blocks will not be permitted.

### Section 703 – Cast in Place Concrete Part 2.4 Concrete Mix

**Delete** Table 1 and **insert** new Table 1:

| Concrete <sup>(a)</sup><br>Class in (psi)<br><u>(28 day)</u> | Minimum<br>Cement<br>Content | Max Water<br><u>Cement Ratio</u> | Max Slump<br>(inches) | Air Content<br><u>(Percent)</u> |
|--|------------------------------|----------------------------------|-----------------------|---------------------------------|
|  | <u>LB./CY</u> <sup>(b)</sup> |                                  |                       |                                 |
| 4000A  | 560                          | .44                              | 2.5±1.0               | 6.5±1.5                         |
| 4000B  | 560                          | .44                              | 5                     | 6.5±1.5                         |
| 3000   | 560                          | .49                              | 5                     | 6.5±1.5                         |
| 1500   | 380                          | .60                              | 8                     | 0-6                             |
| Flowable Fill<br>125-150 psi<br>max                          | 30 Min.                      | .80                              | 10                    | 0-10                            |

- a. Classes of concrete are the minimum compressive strengths when tested in accordance with applicable tests.
- b. It may not always be possible to produce concrete of the required strength using the minimum cement content. No separate payment will be made for additional cement required to meet minimum strength.



**Delete** Table 2 (retain footnotes) and **insert** new Table2:

| Concrete <sup>(a)</sup><br>Class in (psi)<br>(28 day) | Minimum <sup>(b)</sup><br>Cement<br>Content | Minimum <sup>(b)</sup><br>Fly Ash<br>Content | Max<br>Water<br>Cement<br>Ratio | Max<br>Slump<br>(inches) | Air<br>Content<br>(Percent) |
|---|---|--|---------------------------------|--------------------------|-----------------------------|
|   | <u>LB./CY</u>                               | <u>LB./CY</u>                                |                                 |                          |                             |
| 4000AF  | 467   | 116  | .42                             | 2.5±1.0                  | 6.5±1.5                     |
| 4000BF  | 467   | 116  | .42                             | 5 Max                    | 6.5±1.5                     |
| 3000F   | 467   | 116  | .47                             | 5 Max                    | 6.5±1.5                     |
| 1500F   | 317   | 79   | .58                             | 8 Max                    | 0-6                         |
| Flowable Fill<br>– 125-150<br>psi                     | 30 Min                                      | 250  | 2.0                             | 6 – 8                    | N/A                         |
| Compactable<br>Fill (High<br>Density)                 | 110   |  | 4.0                             | 0-1                      | N/A                         |

**Delete** Item D and **insert** new Item D:

- D. Unless otherwise specified in the Contract Documents or approved by the Engineer, use Class 4000AF extruded and 4000BF formed concrete with ¾ inch minus coarse aggregate.

**Delete** Item I and **insert** new Item I:

- I. Flowable Fill (CDF) shall meet the requirements of Table 1 or Table 2 and use 3,200 lbs. (SSD) of aggregates per cubic yard with a blend of 70% fine aggregate and 20% coarse aggregate (3/8 inch to No. 4) per ASTM C33.

### Section 703 – Cast in Place Concrete Part 3.4 Concrete Finishing

**Add** new Item D and E:

- D. Bond skid-resistant overlays and high friction surfaces to bridges and elevated slabs with Pro-Poxy Type III D.O.T or approved equal. Apply per manufactures recommendation or as approved by Engineer
- E. Seal cracks in bridge decks with Pro Poxy 40 LVLM or approved equal. Apply per manufactures recommendation or as approved by Engineer.

### Section 703 – Cast in Place Concrete Part 3.5 Curing and Protection

**Add** new Item F:

- F. Continuously and conscientiously protect the new concrete from any type of damage or vandalism. Provide all barricades, fences, ropes, pedestrian bridges, personnel, etc. required to protect the freshly placed concrete from damage or defacement by pedestrians, animals, vehicles, etc. Do not begin any concrete placement until such protective devices and personnel are on hand at the project site. Remove and replace all concrete that is damaged, marred or defaced at no cost to the City.

### Section 706 –Other Concrete Construction Part 2.4 Portland Cement Concrete

**Delete** Item A and **insert** new Item A:

- A. Conform to the requirements of Section 703 – Cast-In-Place Concrete and Section 705 – Concrete Pavement.

### Section 706 – Other Concrete Construction Part 2.5 Accessories

**Add** new Item B:

- B. Epoxy adhesive for bonding: Rezi-Weld 1000 multi-purpose epoxy or approved equal.

### Section 706 – Other Concrete Construction Part 3.10 Tolerances

**Add** new Item E:

- E. Any cross sectional dimensions or measurements (i.e., depth, width, curb face batter, curb top radius, flow line radius, etc.) of any concrete member or element shall not vary more than one-fourth (1/4) inch from the approved typical cross section dimensions for the member or element; provided, however, that ninety (90) percent of the depth and/or width measurements of any fifty (50) foot length of the member or element shall be equal to or greater than the specified Plan (typical cross section) depth and width dimensions.

The Contractor shall furnish a ten (10) foot long straightedge to check the finished concrete work for conformance with the required tolerances. It shall be at the site of the work prior to the placing and finishing of the concrete work.

Any concrete work having unsightly bulges, ridges, low spots or other finishing defects shall be removed and replaced at the Contractor's expense.

#### Section 706 – Other Concrete Construction Part 3.12 Protection

**Add** new Item B:

- B. Continuously and conscientiously protect the new concrete from any type of damage or vandalism. Provide all barricades, fences, ropes, pedestrian bridges, personnel, etc. required to protect the freshly placed concrete from damage or defacement by pedestrians, animals, vehicles, etc. Do not begin any concrete placement until such protective devices and personnel are on hand at the project site. Remove and replace all concrete that is damaged, marred or defaced at no cost to the City.

#### Section 706 – Other Concrete Construction Part 4 Measurement and Payment

**Add** the following to paragraph 4.1:

Required aggregate base under and around all construction items paid under this section shall be incidental to the respective concrete bid items. No payment for this construction will be made under Section 802 unless otherwise indicated in the Contract Documents.

#### Section 706 – Other Concrete Construction Part 4.1.A Concrete Curb and Gutter

**Add** new Items 13 and 14:

13. Bid Schedule Payment Reference: 706.4.1.A.13.
14. Bid Schedule Description: 10" Mountable Curb... linear foot (LF).

#### Section 706 – Other Concrete Construction Part 4.1.B Concrete Valley Gutter

**Add** new Items 5 and 6:

5. Bid Schedule Payment Reference: 706.4.1.B.5.
6. Bid Schedule Description: Alley Gutter... linear foot (LF).

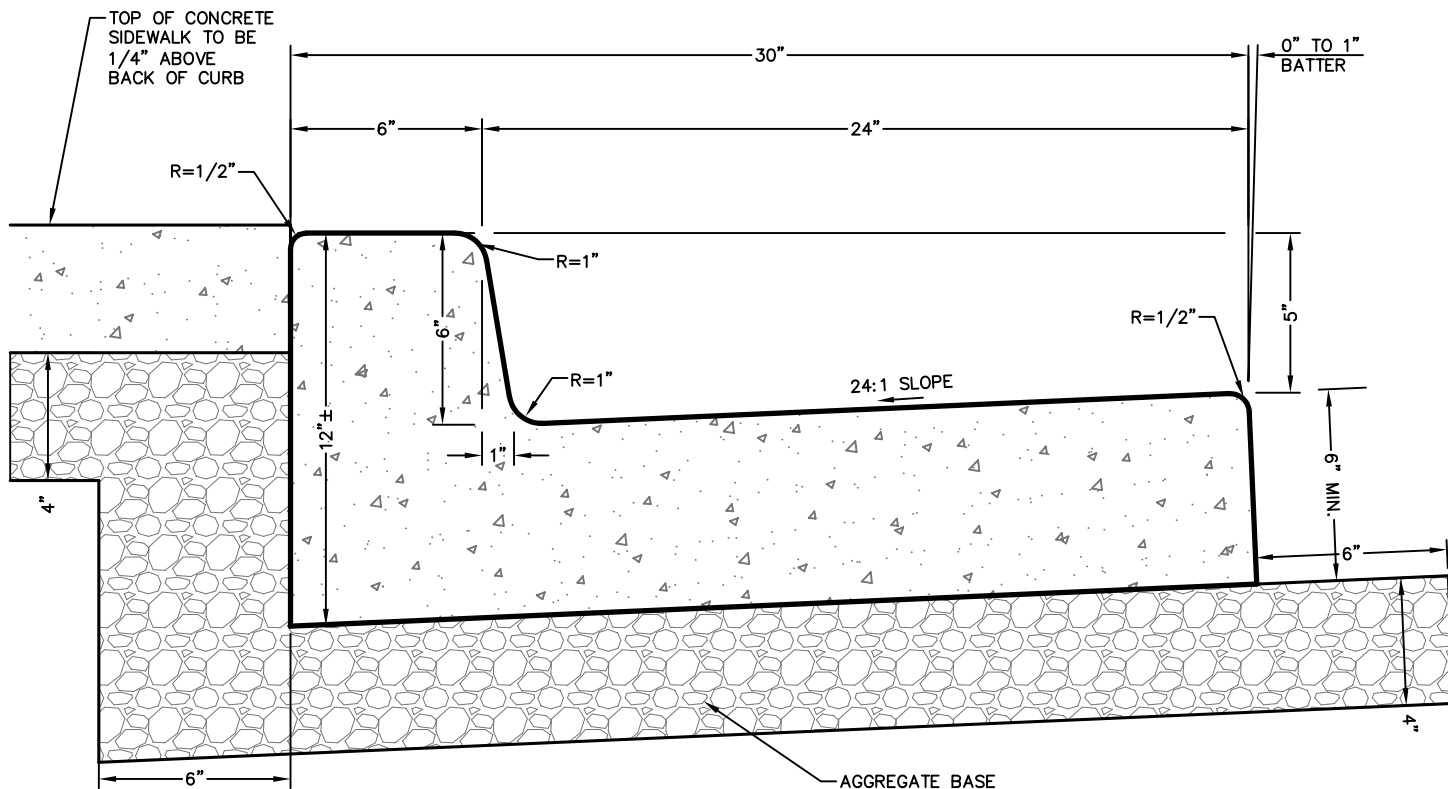
## Division 700 – Concrete – Standard Drawings

**Delete** the following Standard Drawings:

Delete SD-701A  
Delete SD-708  
Delete SD-709  
Delete SD-710  
Delete SD-710A  
Delete SD-710B  
Delete SD-710C  
Delete SD-712A  
Delete SD-712C  
Delete SD-712D  
Delete SD-712E

**Add** the following Idaho Falls Standard Drawings:

Add IF-701A  
Add IF-701C  
Add IF-701D  
Add IF-701E  
Add IF-708A  
Add IF-708B  
Add IF-709  
Add IF-710  
Add IF-710A  
Add IF-710B  
Add IF-710C  
Add IF-712A  
Add IF-712B  
Add IF-712C  
Add IF-712D  
Add IF-712E



## NOTES:

- (A) GRADE AND ALIGNMENT TO BE ESTABLISHED OR APPROVED BY THE ENGINEER.
- (B) BASE: 4-INCH COMPACTED DEPTH OF 3/4-INCH MINUS CRUSHED AGGREGATE BASE MATERIAL, PLACE AS SPECIFIED UNDER SECTION-802 ISPMC; COMPACTED TO EXCEED 95% OF STANDARD PROCTOR.
- (C) 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
- (D) CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS AT 10- FEET MAXIMUM SPACING (OR CONSISTENT WITH 2X SIDEWALK WIDTH FOR SCORE SPACING).
- (E) MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPMC SPECIFICATIONS.
- (F) BACKFILL AS PER SECTION-706.
- (G) SECURE RIGHT-OF-WAY PERMIT BEFORE BEGINNING CONSTRUCTION IN PUBLIC RIGHT-OF-WAY.
- (H) CURB AND GUTTER STANDARD TO BE USED ON ALL PUBLIC ROADWAYS UNLESS APPROVED BY ENGINEER.

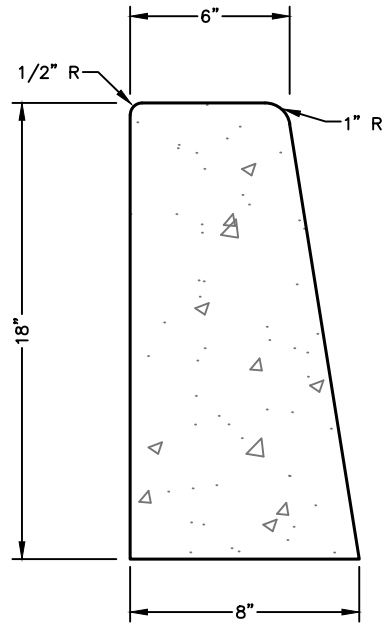
2018 REVISION

CITY OF IDAHO FALLS

CURB AND GUTTER  
STANDARD

STANDARD DRAWING  
NO. IF-701A

2021 REVISION



6" VERTICAL CURB (NO GUTTER)  
NTS

#### NOTES

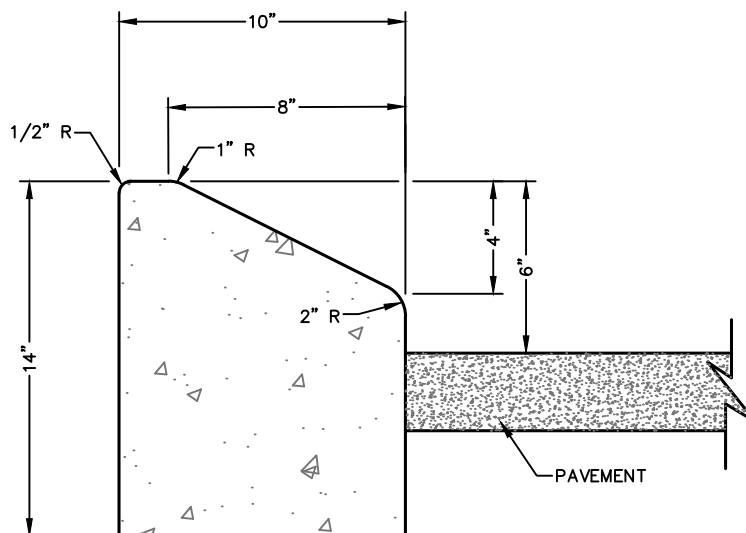
- (A) GRADE AND ALIGNMENT TO BE ESTABLISHED OR APPROVED BY ENGINEER.
- (B) BASE: 4-INCH COMPACTED DEPTH OF 3/4-INCH MINUS CRUSHED AGGREGATE BASE MATERIAL, PLACE AS SPECIFIED UNDER SECTION-802 ISPMC; COMPACTED TO EXCEED 95% OF STANDARD PROCTOR.
- (C) CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS MINIMUM EIGHT FEET.
- (D) MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPMC SPECIFICATIONS.
- (E) BACKFILLS AS PER ISPMC SECTION 706.
- (F) SECURE RIGHT-OF-WAY PERMIT BEFORE CONSTRUCTION IN PUBLIC RIGHT-OF-WAY.

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CITY OF IDAHO FALLS

6" VERTICAL CURB  
(NO GUTTER)

STANDARD DRAWING  
NO. IF-701D



MOUNTABLE VERTICAL CURB  
NTS

## NOTES

- (A) GRADE AND ALIGNMENT TO BE ESTABLISHED OR APPROVED BY ENGINEER
- (B) BASE; 4-INCH COMPACTED DEPTH OF 3/4-INCH MINUS CRUSHED AGGREGATE BASE MATERIAL, PLACE AS SPECIFIED UNDER SECTION-802 ISPMC: COMPACTED TO EXCEED 95% OF STANDARD PROCTOR.
- (C) CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS MINIMUM EIGHT FEET.
- (D) MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPMC SPECIFICATIONS.
- (E) BACKFILLS AS PER ISPMC SECTION 706.
- (F) SECURE RIGHT-OF-WAY PERMIT BEFORE CONSTRUCTION IN PUBLIC RIGHT-OF-WAY.

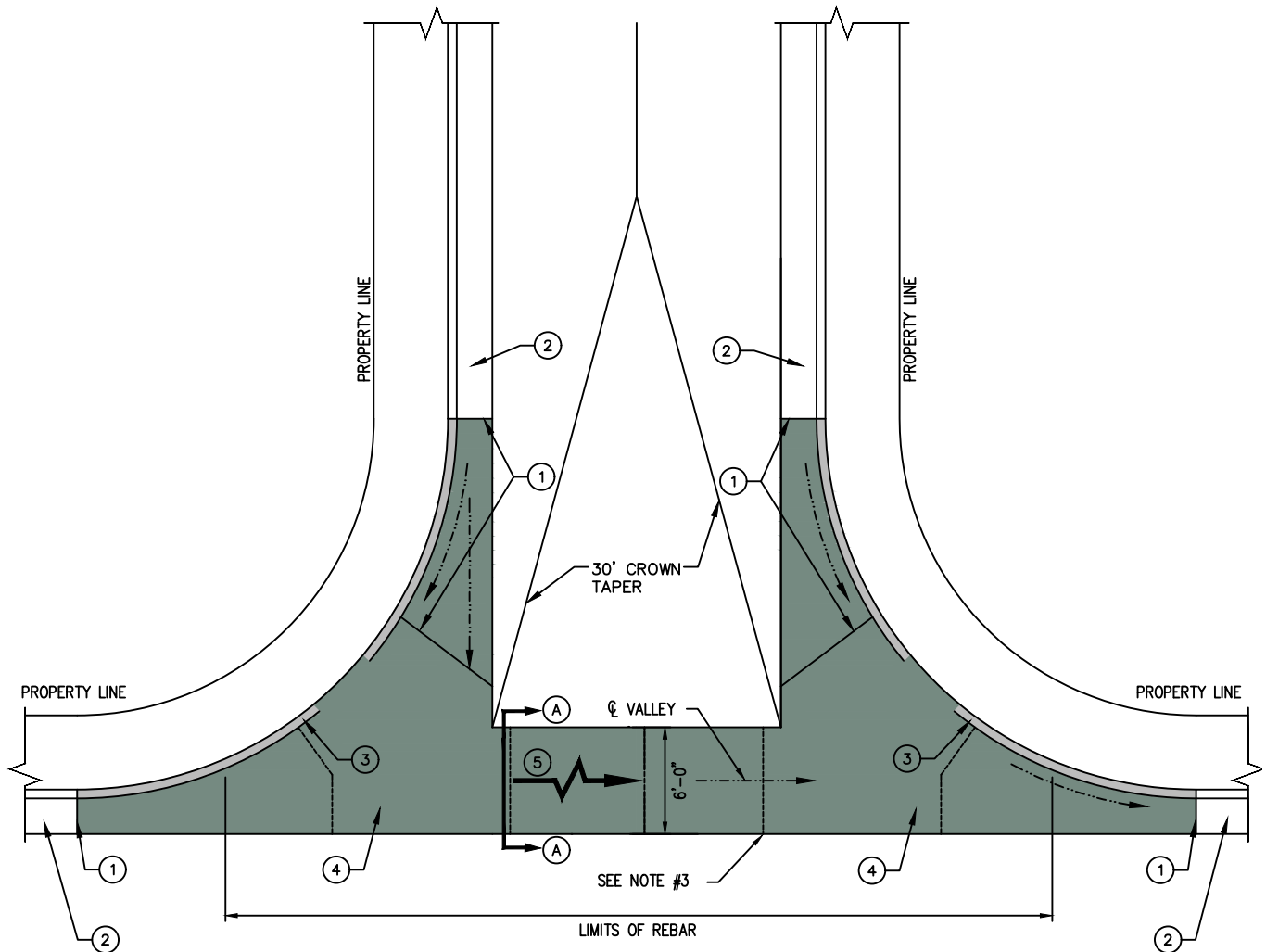
2021 REVISION

CITY OF IDAHO FALLS

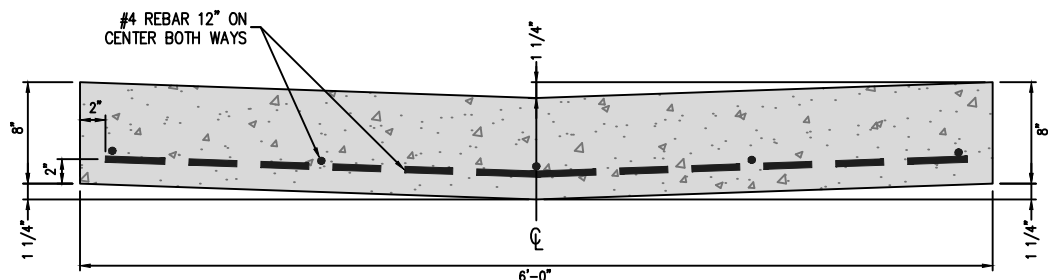
10" MOUNTABLE CURB

STANDARD DRAWING  
NO. IF-701E





## STREET CROSS DRAIN



## VALLEY GUTTER SECTION

(A) TYPICAL SECTION

### LEGEND:

- A. 4 INCHES OF 3/4" COMPACTED AGGREGATE BASE SHALL BE REQUIRED UNDER ALL CROSS DRAINS AND CONCRETE WHERE UNSUITABLE BASE MATERIAL IS ENCOUNTERED, IF FILL MATERIAL IS REQUIRED, OR WHERE DIRECTED BY ENGINEER.
- B. ALL CONCRETE SHALL BE CURED WITH A CURING COMPOUND AS SPECIFIED IN THE STANDARD SPECIFICATIONS OR AS DIRECTED BY THE ENGINEER.
- C. SCORING LINES SHALL BE A MINIMUM OF 2" DEEP AND LOCATED EVERY 10' IN ALL VALLEY GUTTER SECTIONS.
- D. MINIMUM RUNNING SLOPE OF CROSS DRAINS SHALL BE 1% OR AS APPROVED BY THE ENGINEER.
- E. VALLEY GUTTER SHALL BE USED ONLY AS A LAST RESORT. ALL OTHER OPTIONS MUST BE EVALUATED BEFORE INSTALLING VALLEY GUTTER.

### NOTES

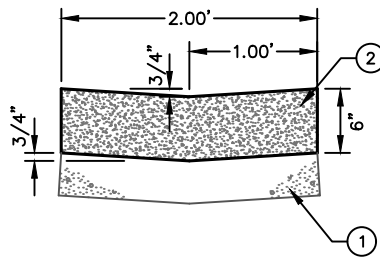
- (1) 1/2" PREFORMED EXPANSION JOINT FILLER
- (2) 0.4% MIN. SLOPE
- (3) 0.6% MIN. SLOPE ON RADIUS
- (4) CROSS DRAIN & CURB TO BE AS A SINGLE PLACEMENT
- (5) 1% MIN. SLOPE

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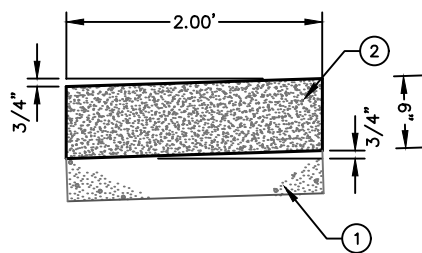
CITY OF IDAHO FALLS

# VALLEY GUTTER

STANDARD DRAWING  
NO. IF-708A



ALLEY "V"



ALLEY FLAT

LEGEND:

- ① 4" OF 3/4" MINUS CRUSHED AGGREGATE BASE MINIMUM.
- ② CONCRETE.

NOTES:

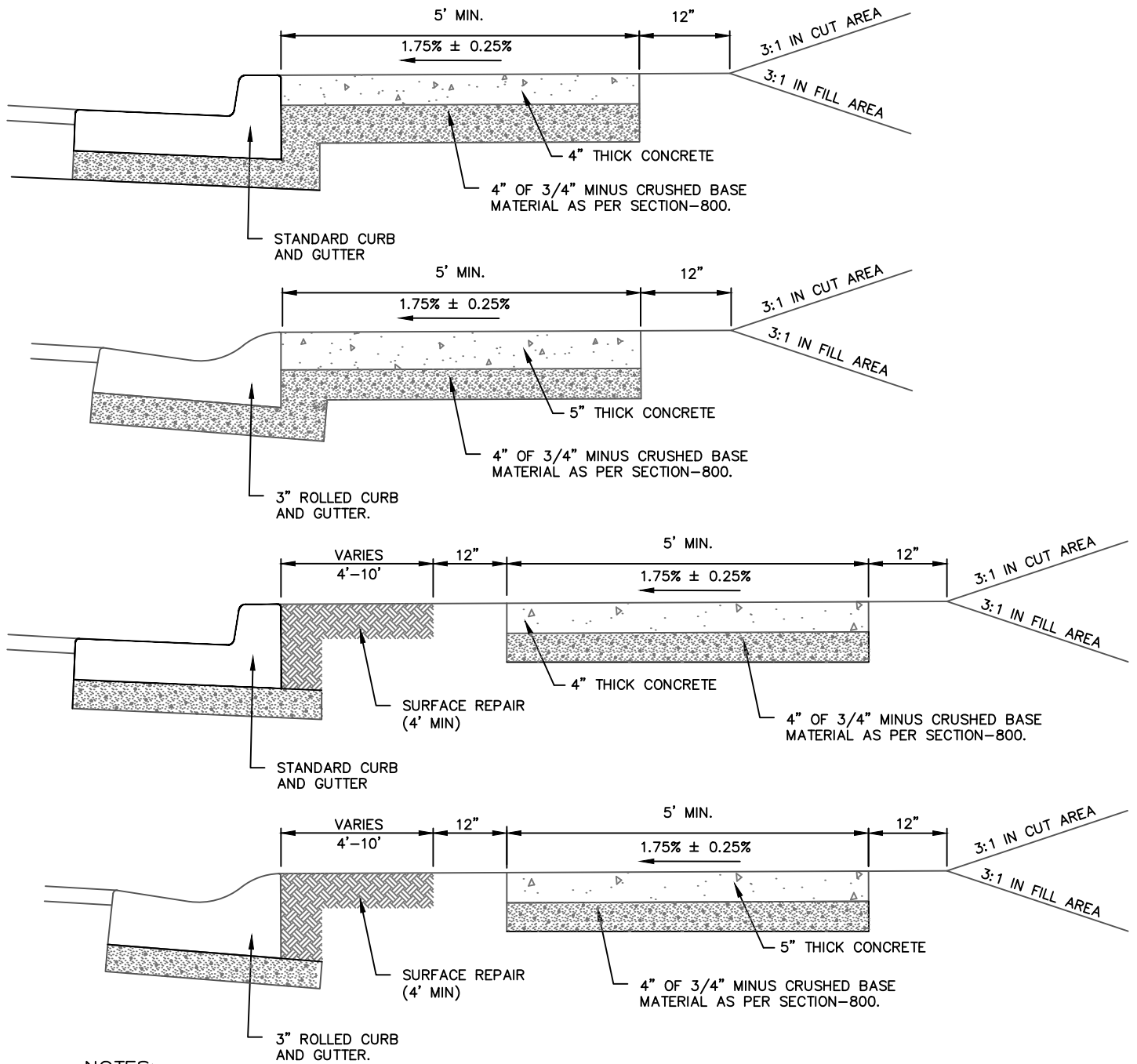
- (A) GRADE OF GUTTER MINIMUM 0.4%.
- (B) EXPANSION JOINT 1/2-INCH PREFORMED JOINT MATERIAL (AASHTO M 213).

2018 REVISION

CITY OF IDAHO FALLS

ALLEY GUTTER

STANDARD DRAWING  
NO. IF-708B



NOTES:

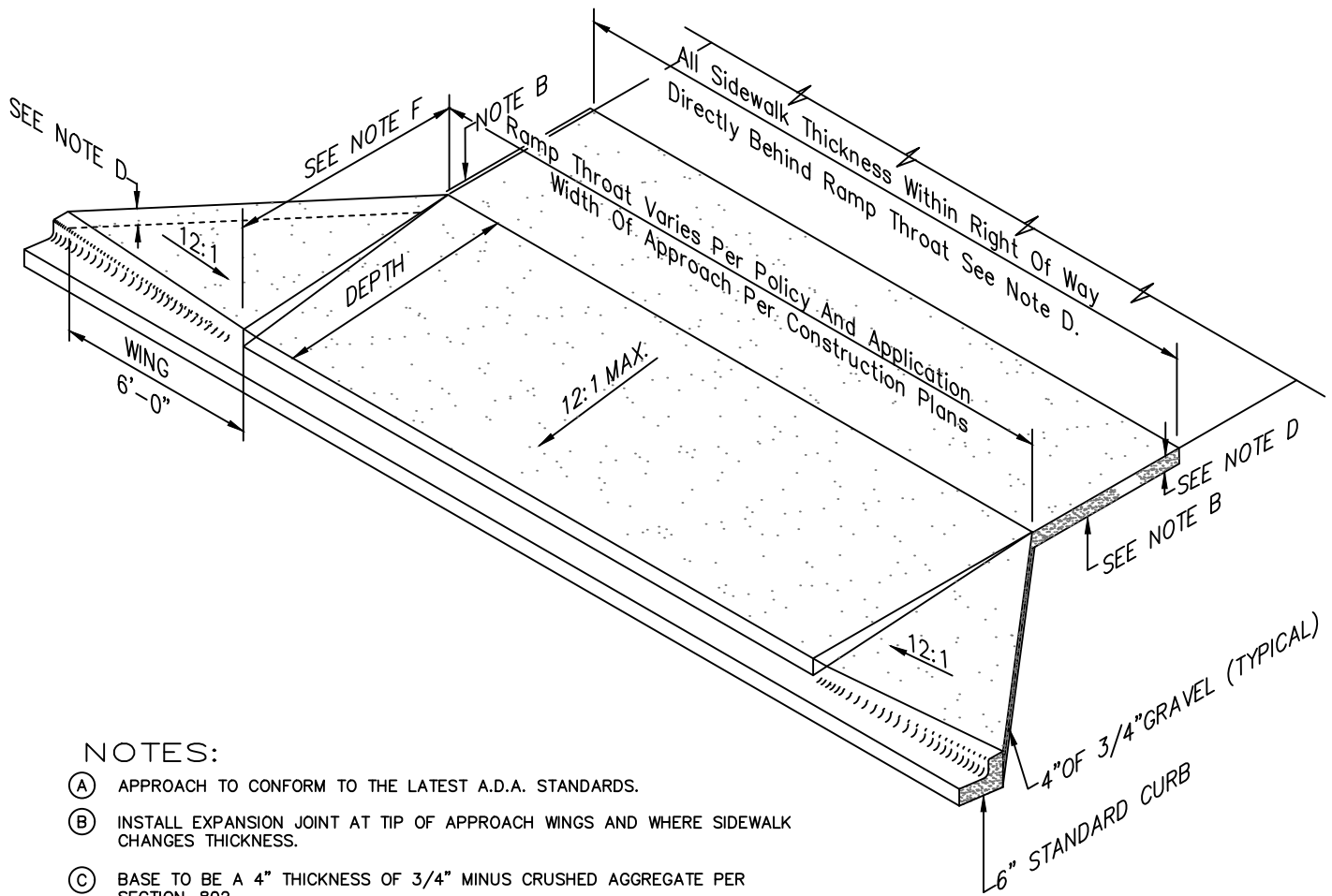
- (A) LOCATION GRADE AND WIDTH TO BE ESTABLISHED OR APPROVED BY THE OWNER.
- (B) BASE TO BE COMPACTED TO EXCEED 95% OF STANDARD DENSITY.
- (C) SLOPE SIDEWALK TOWARD THE STREET NOT TO EXCEED 1.75% ± 0.25% UNLESS OTHERWISE SPECIFIED BY THE OWNER.
- (D) SCORE AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING. IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION FOR SIDEWALK GREATER THAN 5 FEET IN WIDTH.
- (E) 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO A STRUCTURE, PLACE 1/2" EXPANSION JOINT MATERIAL ALONG THE BACK OF WALK THE FULL LENGTH.
- (F) SINGLE FAMILY DRIVEWAY APPROACH ACROSS PLANTER STRIP & WALK TO BE 5" MINIMUM (7" MINIMUM ALL OTHER APPROACHES) CONCRETE OVER 4" OF 3/4" MINUS CRUSHED BASE.
- (G) SIDEWALK CONSTRUCTION JOINTS SHALL BE CONSTRUCTED APPROXIMATELY 1/8" WIDE, D/3 IN DEPTH (D IS DEPTH OF SIDEWALK) AND FINISHED AND EDGED SMOOTH. A PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED EVERY 40' FOR NEW SIDEWALK CONSTRUCTION.

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CITY OF IDAHO FALLS

# CONCRETE SIDEWALK

STANDARD DRAWING  
NO. IF-709



#### NOTES:

- (A) APPROACH TO CONFORM TO THE LATEST A.D.A. STANDARDS.
- (B) INSTALL EXPANSION JOINT AT TIP OF APPROACH WINGS AND WHERE SIDEWALK CHANGES THICKNESS.
- (C) BASE TO BE A 4" THICKNESS OF 3/4" MINUS CRUSHED AGGREGATE PER SECTION-802.
- (D) APPROACH THROAT WIDTHS SET BY POLICY AND APPLICATION. ALL CONCRETE TO BE 5" THICK FOR SINGLE FAMILY RESIDENTIAL (7" THICK FOR ALL OTHER APPROACHES) FROM TIP OF WING TO TIP OF WING UP TO THE EXPANSION JOINT. WHEN SIDEWALK IS SEPARATE FROM CURB THE SIDEWALK IMMEDIATELY BEHIND THE APPROACH THROAT SHALL BE 5" THICK FOR SINGLE FAMILY RESIDENTIAL (7" THICK FOR ALL OTHER APPROACHES).
- (E) APPROACH DIMENSIONS ARE BASED ON THE HEIGHT OF THE CURB. SEE TABLE BELOW
- (F) PAY QUANTITIES FOR URBAN APPROACHES SHALL INCLUDE THE APPROACH RAMP/DRIVEWAY AREA, AND THE APPROACH FLARES/WINGS..

APPROACH DIMENSION TABLE

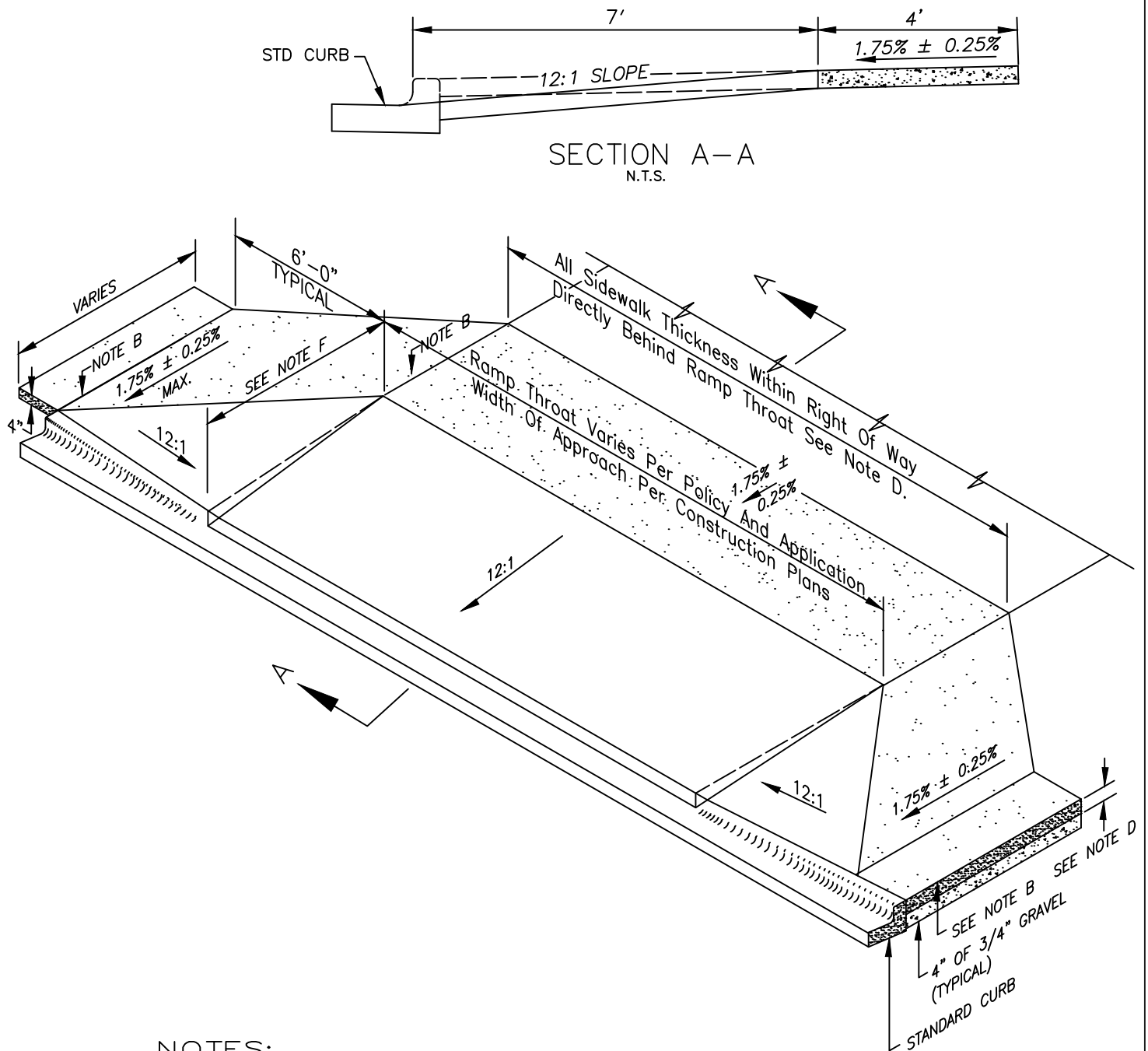
| Curb   | 3" | 4" | 5" | 6" | 7" | 8" |
|--|----|----|----|----|----|----|
| Depth  | 4' | 5' | 6' | 7' | 8' | 9' |
| Wing   | 3' | 4' | 5' | 6' | 7' | 8' |
| Throat Per Policy And Application Unless Otherwise Approved by Owner |    |    |    |    |    |    |

2021 REVISION

CITY OF IDAHO FALLS

## CONCRETE SIDEWALK APPROACH

STANDARD DRAWING  
NO. IF-710



# NOTES:

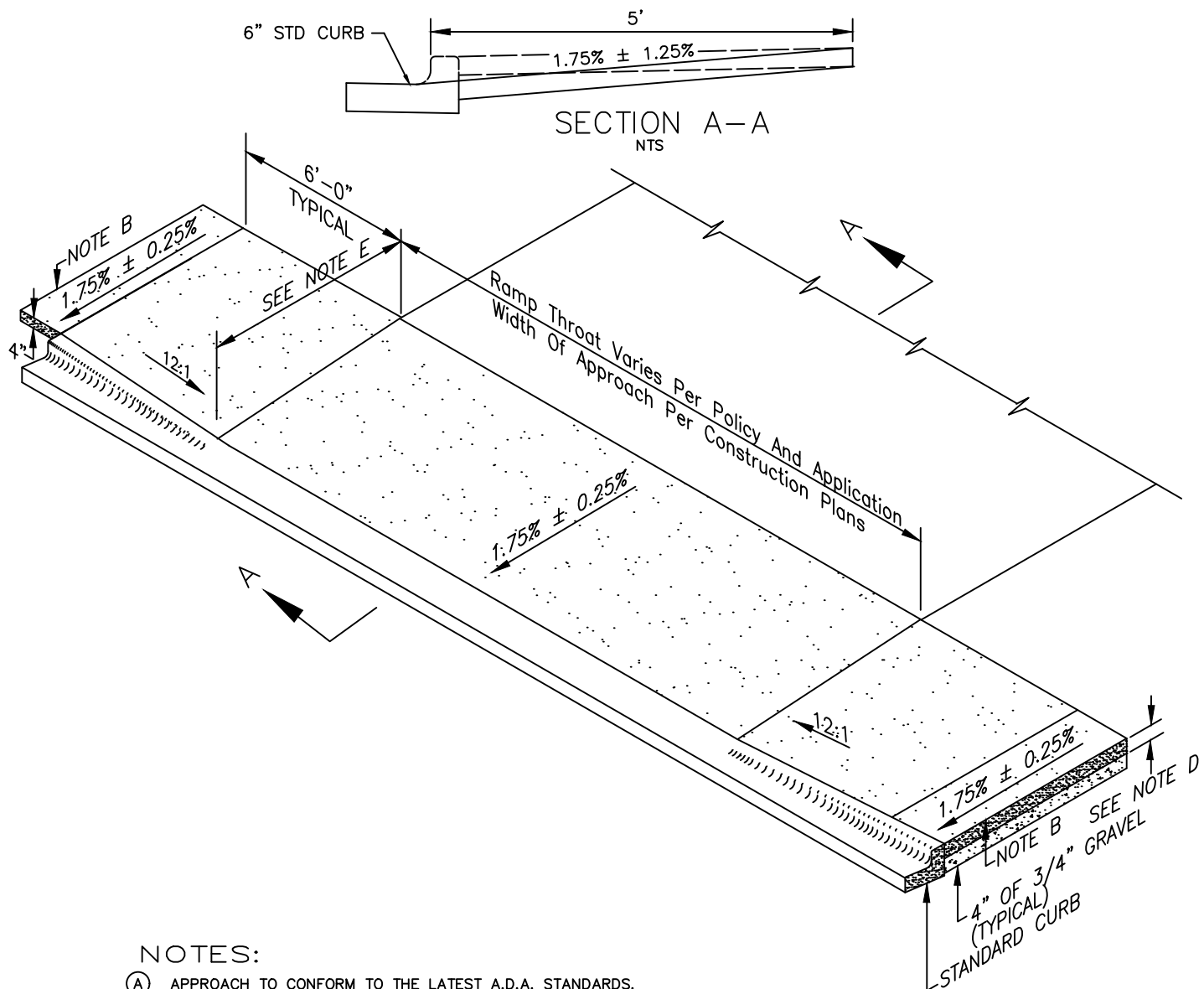
- (A) APPROACH TO CONFORM TO THE LATEST A.D.A. STANDARDS.
- (B) INSTALL EXPANSION JOINT AT TIP OF APPROACH WINGS AND WHERE SIDEWALK CHANGES THICKNESS.
- (C) BASE TO BE A 4" THICKNESS OF 3/4" MINUS CRUSHED AGGREGATE PER SECTION-802.
- (D) APPROACH THROAT WIDTHS SET BY POLICY AND APPLICATION. ALL CONCRETE TO BE 5" THICK FOR SINGLE FAMILY RESIDENTIAL (7" THICK FOR ALL OTHER APPROACHES) FROM TIP OF WING TO TIP OF WING UP TO THE EXPANSION JOINT. WHEN SIDEWALK IS SEPARATE FROM CURB THE SIDEWALK IMMEDIATELY BEHIND THE APPROACH THROAT SHALL BE 5" THICK FOR SINGLE FAMILY RESIDENTIAL (7" THICK FOR ALL OTHER APPROACHES).
- (E) SIDEWALK WIDTH MAY VARY.
- (F) PAY QUANTITIES FOR URBAN APPROACHES SHALL INCLUDE THE APPROACH RAMP/DRIVEWAY AREA, AND THE APPROACH FLARES/WINGS..

2021 REVISION

CITY OF IDAHO FALLS

CONC. DRIVEWAY SIDEWALK  
AROUND APPROACH

STANDARD DRAWING  
NO. IF-710A



#### NOTES:

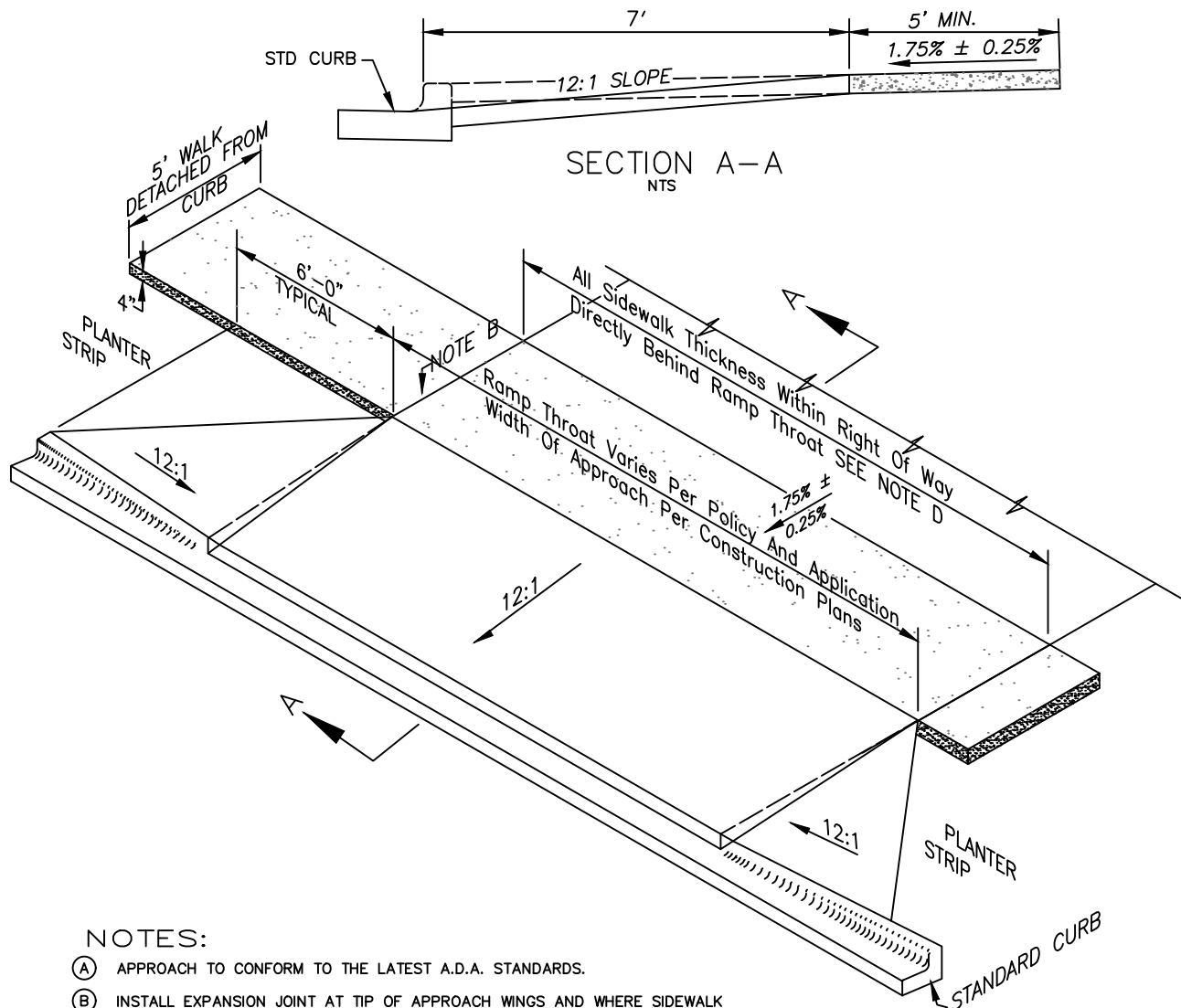
- (A) APPROACH TO CONFORM TO THE LATEST A.D.A. STANDARDS.
- (B) INSTALL EXPANSION JOINT AT TIP OF APPROACH WINGS AND WHERE SIDEWALK CHANGES THICKNESS.
- (C) BASE TO BE A 4" THICKNESS OF 3/4" MINUS CRUSHED AGGREGATE PER SECTION-802.
- (D) APPROACH THROAT WIDTHS SET BY POLICY AND APPLICATION. ALL CONCRETE TO BE 5" THICK FOR SINGLE FAMILY RESIDENTIAL (7" THICK FOR ALL OTHER APPROACHES) FROM TIP OF WING TO TIP OF WING UP TO THE EXPANSION JOINT. WHEN SIDEWALK IS SEPARATE FROM CURB THE SIDEWALK IMMEDIATELY BEHIND THE APPROACH THROAT SHALL BE 5" THICK FOR SINGLE FAMILY RESIDENTIAL (7" THICK FOR ALL OTHER APPROACHES).
- (E) SIDEWALK WIDTH MAY VARY.

2021 REVISION

CITY OF IDAHO FALLS

## CONCRETE DRIVEWAY WITH RAMPED SIDEWALK

STANDARD DRAWING  
NO. IF-710B



#### NOTES:

- (A) APPROACH TO CONFORM TO THE LATEST A.D.A. STANDARDS.
- (B) INSTALL EXPANSION JOINT AT TIP OF APPROACH WINGS AND WHERE SIDEWALK CHANGES THICKNESS.
- (C) BASE TO BE A 4" THICKNESS OF 3/4" MINUS CRUSHED AGGREGATE PER SECTION-802.
- (D) APPROACH THROAT WIDTHS SET BY POLICY AND APPLICATION. ALL CONCRETE TO BE 5" THICK FOR SINGLE FAMILY RESIDENTIAL (7" THICK FOR ALL OTHER APPROACHES) FROM TIP OF WING TO TIP OF WING UP TO THE EXPANSION JOINT. WHEN SIDEWALK IS SEPARATE FROM CURB THE SIDEWALK IMMEDIATELY BEHIND THE APPROACH THROAT SHALL BE 5" THICK FOR SINGLE FAMILY RESIDENTIAL (7" THICK FOR ALL OTHER APPROACHES).
- (E) SIDEWALK WIDTH MAY VARY.
- (F) PAY QUANTITIES FOR URBAN APPROACHES TO INCLUDE THE APPROACH RAMP/DRIVEWAY AREA, AND THE APPROACH FLARES/WINGS.
- (G) ROUTING OF SIDEWALK AROUND APPROACH IS NOT NECESSARY WHEN THE PLANTING STRIP EQUALS OR EXCEEDS 6 FEET.

2021 REVISION

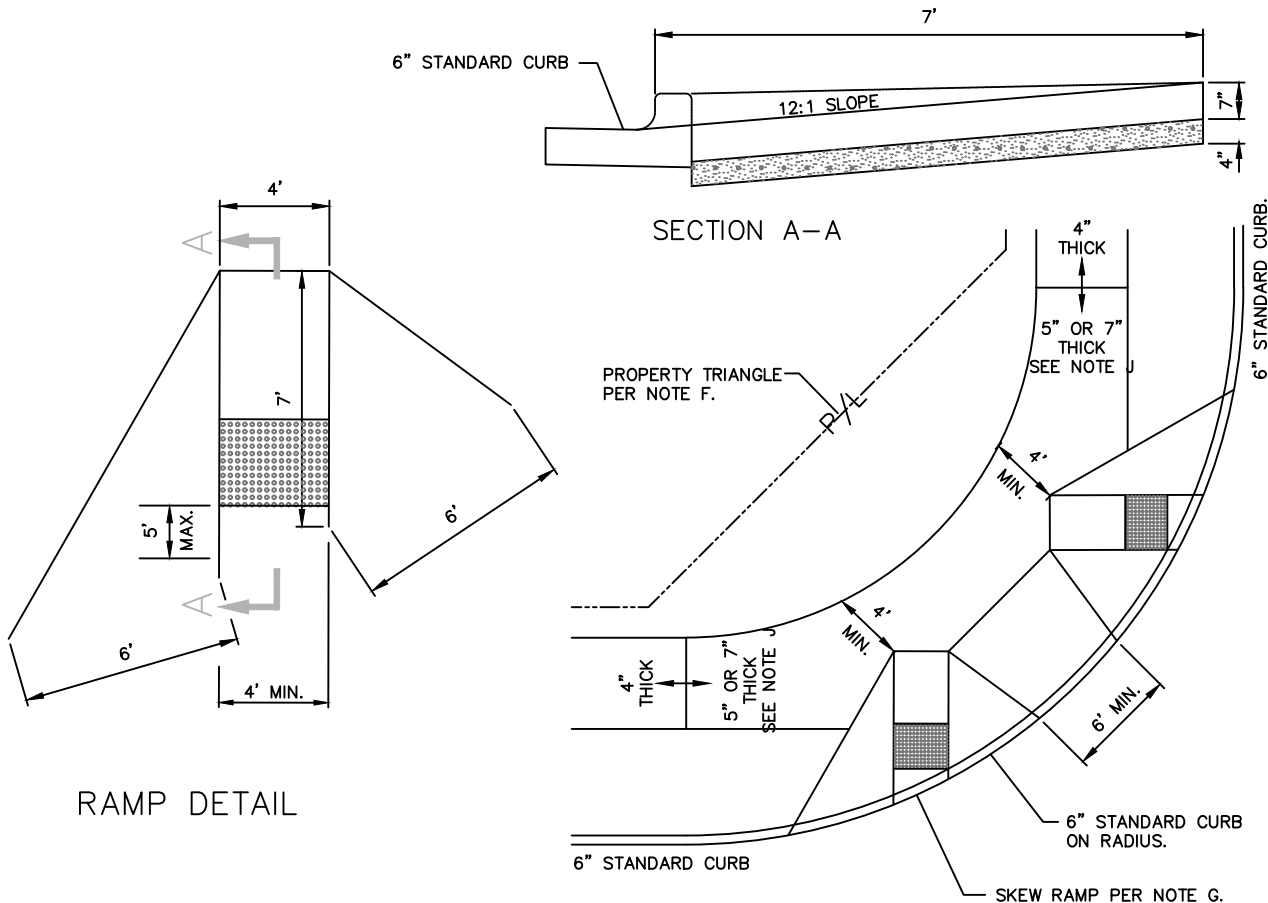
CITY OF IDAHO FALLS

## CONCRETE DRIVEWAY WITH DETACHED SIDEWALK

STANDARD DRAWING  
NO. IF-710C

## NOTES:

- (A) THIS TYPE OF RAMP TO BE USED FOR ALL CORNERS EXCEPT WHERE LOCAL STREETS MEET.
- (B) CURB ON THE RADIUS TO BE 6" STANDARD CURB FOR SHOWN DIMENSIONS.
- (C) ALL RAMP SURFACES TO BE 12 TO 1 SLOPE TO CONFORM TO ADA REQUIREMENTS.
- (D) THIS TYPE OF CORNER TO HAVE TWO RAMPS CENTERED IN RADIUS WITH 6' BETWEEN RAMP WING TIPS.
- (E) CORNER RADIUS IS 30' AS A MINIMUM WHEN ADJOINING ANY COLLECTOR OR ARTERIAL STREET. THE ENGINEER MAY REQUIRE LARGER RADIUS SIZES WHERE LARGER VEHICLE TURNING IS EXPECTED.
- (F) PROPERTY TRIANGLE SIZE TO BE EQUAL TO THE RADIUS SIZE AS A MINIMUM. THE ENGINEER MAY REQUIRE LARGER TRIANGLES TO ACCOMMODATE VARIOUS TRAFFIC EQUIPMENT AND UTILITIES.
- (G) THE RAMP THROAT WIDTH TO BE 4 FEET MEASURED PERPENDICULAR TO THE 7 FOOT THROAT SIDE. THE RAMP THROAT DEPTH TO BE 7 FEET MEASURED FROM THE FACE OF THE CURB TO THE BACK OF THE APPROACH. THE 7 FOOT SIDE OF THE RAMP THROAT TO BE PARALLEL WITH THE EXPECTED PATH OF THE PEDESTRIAN AND NOT PERPENDICULAR TO THE CURB. FOR EXAMPLE: PARALLEL WITH THE CROSS WALK STRIPES OR STOP BAR.
- (H) THE RAMP WINGS TO BE 6 FEET MEASURED AT THE CURB FACE FOR 6" STANDARD CURB.
- (I) ALL RAMP TO HAVE A 4 FOOT WIDE CONTINUOUS PATH BEHIND THEM FOR PEDESTRIANS.
- (J) ALL CONCRETE ADJOINING THE RADIUS WITHIN AND AROUND THE RAMP TO BE 7 INCHES THICK ON ARTERIAL CORNERS AND 5 INCHES THICK ON ALL OTHER CORNERS WITH 4 INCHES OF 3/4 INCH AGGREGATE BASE.



TYPICAL CORNER  
30' RADIUS MINIMUM

2021 REVISION

CITY OF IDAHO FALLS

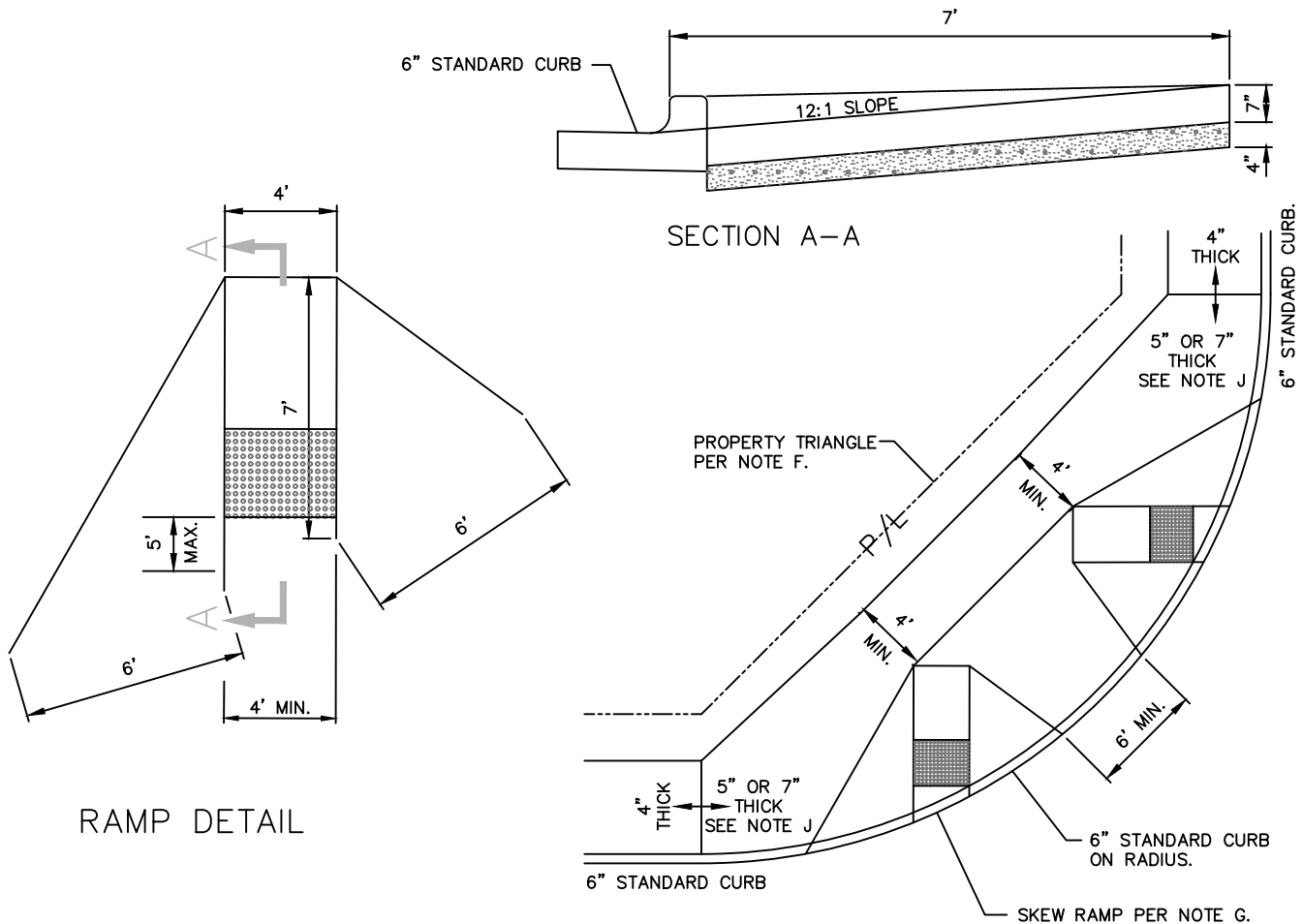
PEDESTRIAN RAMP TYPE "A"  
FOR NEW DEVELOPMENT

STANDARD DRAWING  
NO. IF-712A



## NOTES:

- (A) THIS TYPE OF RAMP TO BE USED FOR ALL CORNERS EXCEPT WHERE LOCAL STREETS MEET.
- (B) CURB ON THE RADIUS TO BE 6" STANDARD CURB FOR SHOWN DIMENSIONS.
- (C) ALL RAMP SURFACES TO BE 12 TO 1 SLOPE TO CONFORM TO ADA REQUIREMENTS.
- (D) THIS TYPE OF CORNER TO HAVE TWO RAMPS CENTERED IN RADIUS WITH 6' BETWEEN RAMP WING TIPS.
- (E) CORNER RADIUS IS 30' AS A MINIMUM WHEN ADJOINING ANY COLLECTOR OR ARTERIAL STREET. THE ENGINEER MAY REQUIRE LARGER RADIUS SIZES WHERE LARGER VEHICLE TURNING IS EXPECTED.
- (F) PROPERTY TRIANGLE SIZE TO BE EQUAL TO THE RADIUS SIZE AS A MINIMUM. THE ENGINEER MAY REQUIRE LARGER TRIANGLES TO ACCOMMODATE VARIOUS TRAFFIC EQUIPMENT AND UTILITIES.
- (G) THE RAMP THROAT WIDTH TO BE 4 FEET MEASURED PERPENDICULAR TO THE 7 FOOT THROAT SIDE. THE RAMP THROAT DEPTH TO BE 7 FEET MEASURED FROM THE FACE OF THE CURB TO THE BACK OF THE APPROACH. THE 7 FOOT SIDE OF THE RAMP THROAT TO BE PARALLEL WITH THE EXPECTED PATH OF THE PEDESTRIAN AND NOT PERPENDICULAR TO THE CURB. FOR EXAMPLE: PARALLEL WITH THE CROSS WALK STRIPES OR STOP BAR.
- (H) THE RAMP WINGS TO BE 6 FEET MEASURED AT THE CURB FACE FOR 6" STANDARD CURB.
- (I) ALL RAMP TO HAVE A 4 FOOT WIDE CONTINUOUS PATH BEHIND THEM FOR PEDESTRIANS.
- (J) ALL CONCRETE ADJOINING THE RADIUS WITHIN AND AROUND THE RAMP TO BE 7 INCHES THICK ON ARTERIAL CORNERS AND 5 INCHES THICK ON ALL OTHER CORNERS WITH 4 INCHES OF 3/4 INCH AGGREGATE BASE.



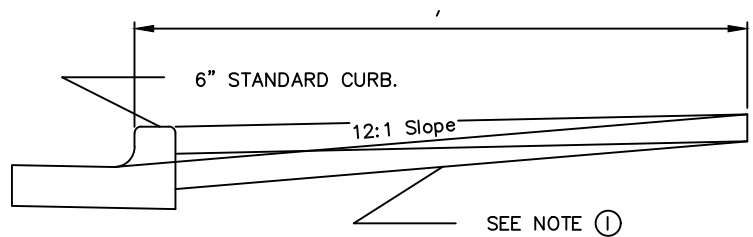
TYPICAL CORNER  
30' RADIUS MINIMUM

2021 REVISION

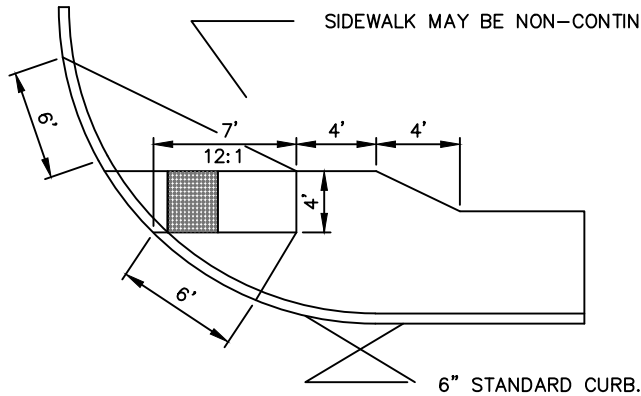
CITY OF IDAHO FALLS

PEDESTRIAN RAMP TYPE "A"  
FOR EXISTING SIDEWALK

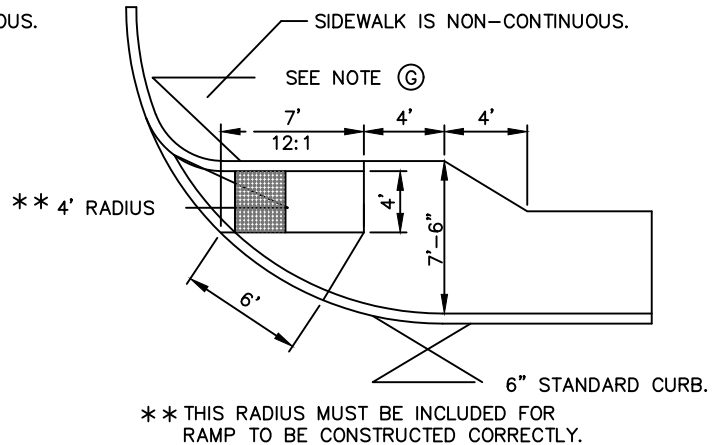
STANDARD DRAWING  
NO. IF-712B



RAMP SECTION



TYPE "C3"  
15' RADIUS MINIMUM



TYPE "C4"  
15' RADIUS MINIMUM

### NOTES:

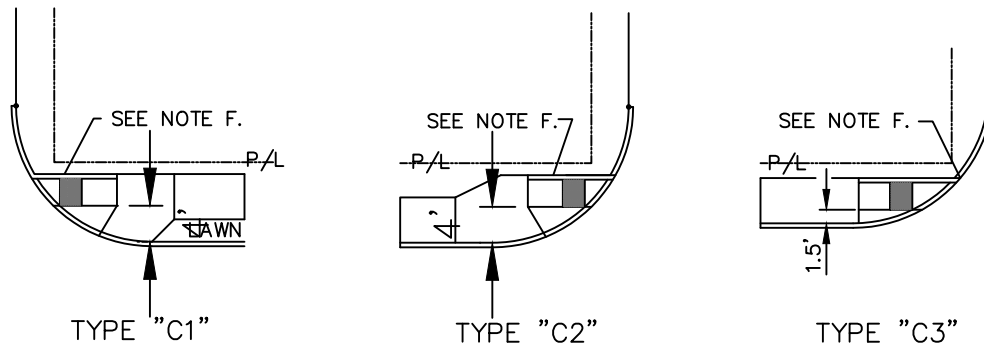
- ① THIS TYPE OF RAMP MAY BE USED FOR LARGE COMMERCIAL APPROACHES WHERE THE STANDARD CONCRETE APPROACH IS NOT REQUIRED. THESE ALSO MAY BE USED FOR ALLEY AND PRIVATE STREET APPROACHES WHERE:
  - A. THE SIDE WALK IS NOT REQUIRED TO CONTINUE AROUND THE RADIUS
  - B. A SECOND RAMP IS NOT REQUIRED TO MOVE PEDESTRIANS ACROSS THE PRIMARY STREET.
- ② CURB ON THE RADIUS MUST BE 6" STANDARD CURB FOR SHOWN DIMENSIONS.
- ③ ALL RAMP SURFACES MUST CONFORM TO ADA REQUIREMENTS.
- ④ THIS TYPE OF CORNER MUST HAVE A SINGLE RAMP TURNED PARALLEL TO THE PRIMARY STREET.
- ⑤ CORNER RADIUS IS 15' AS A MINIMUM.  
THE DISTRICT MAY REQUIRED LARGER RADIUS SIZES WHERE LARGER VEHICLE TURNING IS EXPECTED.
- ⑥ THE RAMP THROAT WIDTH MUST BE 4 FEET MEASURED PERPENDICULAR TO THE 7 FOOT THROAT SIDE.  
THE RAMP THROAT DEPTH MUST BE 7 FEET MEASURED FROM THE FACE OF THE CURB TO THE BACK OF THE APPROACH.  
THE 7 FOOT SIDE OF THE RAMP THROAT MUST BE PARALLEL WITH THE EXPECTED PATH OF THE PEDESTRIAN AND NOT PERPENDICULAR TO THE CURB FOR EXAMPLE: PARALLEL WITH THE CROSS WALK STRIPES, THE STOP BAR, OR THE PRIMARY STREET CURB.
- ⑦ THE RAMP WING MUST BE 6 FEET MEASURED AT THE CURB FACE FOR 6" STANDARD CURB.  
THE WING AWAY FROM THE ROAD IS ELIMINATED AND REPLACED WITH A WING SUBSTITUTE THAT IS 6 INCHES HIGH AT THE FACE OF THE STANDARD CURB AND 0 INCHES HIGH AT THE BACK OF THE RAMP AND POURED MONOLITHICALLY WITH THE RAMP.
- ⑧ ALL RAMPS MUST HAVE A MINIMUM 4 FOOT X 4 FOOT LANDING BEHIND THEM FOR PEDESTRIANS.
- ⑨ ALL CONCRETE ADJOINING THE RADIUS WITHIN AND AROUND THE RAMPS SHALL BE 7 INCHES THICK ON ARTERIAL CORNERS AND 5 INCHES THICK ON ALL OTHER CORNERS WITH 4 INCHES OF 3/4 INCH AGGREGATE BASE.
- ⑩ RAMP CROSS SLOPE TO BE 1.75% ± 0.25%.

2021 REVISION

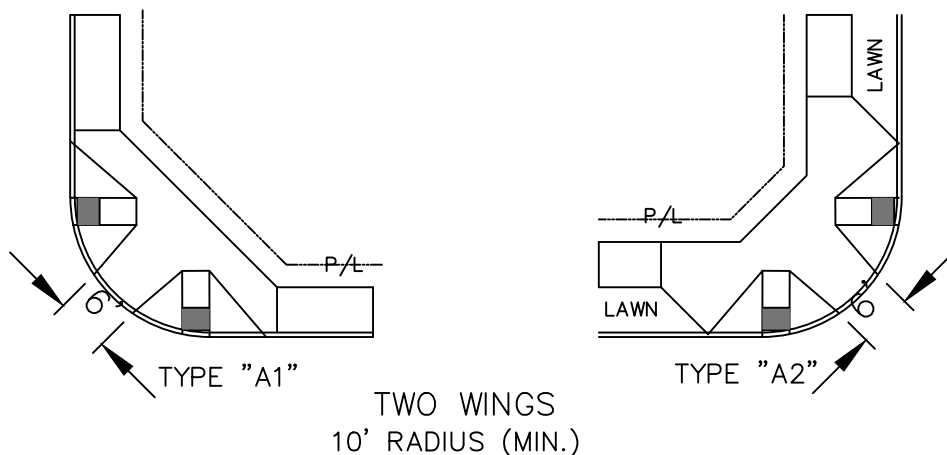
CITY OF IDAHO FALLS

PEDESTRIAN RAMP TYPE "C"  
FOR NEW DEVELOPMENT

STANDARD DRAWING  
NO. IF-712C



ONE WING / ONE CURB  
FOR NON CONTINUOUS SIDEWALK  
10' RADIUS (MIN.)



TWO WINGS  
10' RADIUS (MIN.)

# NOTES:

- (A) THESE STYLES OF RAMPS MAY BE USED WHERE EXISTING STREET CORNERS NEED NEW CURBS AND RAMPS AND THE RADIUS IS 10 FOOT MIN. OR LARGER.
- (B) CURB ON THE RADIUS SHOULD MATCH THE HEIGHT AND STYLE OF THE ADJOINING EXISTING CURB ANY VARIANCE FROM THIS MUST BE APPROVED BY THE OWNER.
- (C) RAMP DIMENSIONS ARE BASED ON THE HEIGHT OF THE CURB. SEE TABLE BELOW.

RAMP DIMENSION TABLE

| CURB   | 3" | 4" | 5" | 6" | 7" | 8" |
|--------|----|----|----|----|----|----|
| DEPTH  | 4' | 5' | 6' | 7' | 8' | 9' |
| WING   | 3' | 4' | 5' | 6' | 7' | 8' |
| THROAT | 4' | 4' | 4' | 4' | 4' | 4' |

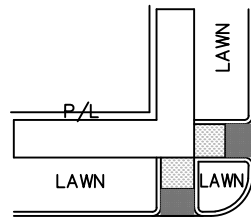
- (D) ALL RAMPS TO HAVE A 4 FOOT WIDE CONTINUOUS PATH BEHIND THEM FOR PEDESTRIANS.
- (E) ALL RAMP SURFACES MUST BE 12 TO 1 SLOPE TO CONFORM TO A.D.A. REQUIREMENTS.
- (F) RAMP WINGS MAY BE REPLACED BY A 6 INCH WIDE CURB IF RAMP SIDE ABUTS A LAWN OR PLANTER. THE CURB IS 0 INCHES TALL AT BACK OF APPROACH AND MATCHES CURB HEIGHT AT THE STREET.
- (G) ALL CONCRETE ADJOINING THE RADIUS WITHIN AND AROUND THE RAMPS TO BE 7 INCHES THICK ON ARTERIAL CORNERS AND 5 INCHES THICK ON ALL OTHER CORNERS WITH 4 INCHES OF 3/4 INCH AGGREGATE BASE.

2021 REVISION

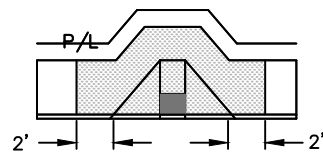
CITY OF IDAHO FALLS

**PEDESTRIAN RAMPS WITHIN RADIUS  
FOR MODIFYING EXISTING CORNERS**

STANDARD DRAWING  
NO. **IF-712D**



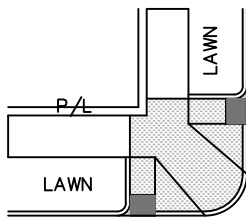
TYPE "F1"  
TWO CURBS  
2' TO 8' RADIUS ONLY



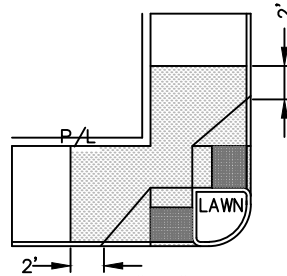
TYPE "G1"  
MID BLOCK

CONCRETE

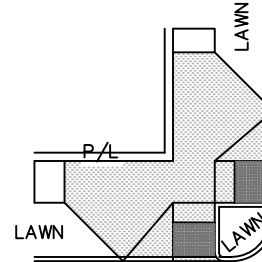
7" THICK SEE NOTE G  
5" THICK SEE NOTE G



TYPE "E1"

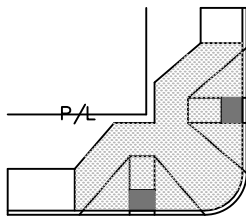


TYPE "E2"

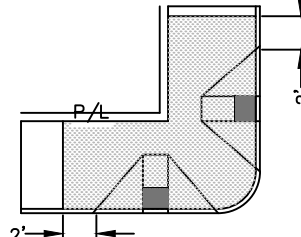


TYPE "E3"

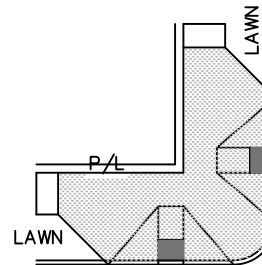
ONE WING / ONE CURB  
2' TO 8' RADIUS ONLY



TYPE "D1"



TYPE "D2"



TYPE "D3"

TWO WINGS  
2' TO 8' RADIUS ONLY

#### NOTES:

- (A) RAMPS OUTSIDE OF THE RADIUS MAY BE USED WHERE EXISTING STREET CORNERS NEED NEW CURBS AND RAMPS AND THE RADIUS IS BETWEEN 2 AND 8 FEET.
- (B) CURB ON THE RADIUS SHOULD MATCH THE HEIGHT AND STYLE OF THE ADJOINING EXISTING CURBS. ANY VARIANCE FROM THIS MUST BE APPROVED BY THE ENGINEER.
- (C) ALL RAMP SURFACES TO BE 12 TO 1 SLOPE TO CONFORM TO A.D.A. REQUIREMENTS.
- (D) RAMP DIMENSIONS ARE BASED ON THE HEIGHT OF THE CURB. SEE TABLE BELOW.

RAMP DIMENSION TABLE

| CURB   | 3" | 4" | 5" | 6" | 7" | 8" |
|--------|----|----|----|----|----|----|
| DEPTH  | 4' | 5' | 6' | 7' | 8' | 9' |
| WING   | 3' | 4' | 5' | 6' | 7' | 8' |
| THROAT | 4' | 4' | 4' | 4' | 4' | 4' |

- (E) RAMP WINGS MAY BE REPLACED BY A 6 INCH WIDE CURB IF RAMP SIDE ABUTS A LAWN OR PLANTER. THE CURB IS 0 INCHES TALL AT BACK OF APPROACH AND MATCHES CURB HEIGHT AT THE STREET.
- (F) ALL RAMPS MUST HAVE A 4 FOOT WIDE CONTINUOUS PATH BEHIND THEM FOR PEDESTRIANS.
- (G) ALL CONCRETE ADJOINING THE RADIUS WITHIN AND AROUND THE RAMPS TO BE 7 INCHES THICK ON ARTERIAL CORNERS AND 5 INCHES THICK ON ALL OTHER CORNERS WITH 4 INCHES OF 3/4 INCH AGGREGATE BASE.

2021 REVISION

CITY OF IDAHO FALLS

PEDESTRIAN RAMPS OUTSIDE RADIUS  
FOR MODIFYING EXISTING CORNERS

STANDARD DRAWING  
NO. IF-712E

# **CITY OF IDAHO FALLS**

## **SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC**

### **DIVISION 800 – Aggregates and Asphalt**

# **CITY OF IDAHO FALLS SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC**

## Division 800 – Aggregates and Asphalt

### Section 801 – Uncrushed Aggregates, Part 2.1 Description

**Insert** new Item E:

- E. Material to be free of wood, weeds, limbs, leaves, trash, or other organic matter.

### Section 801 — Uncrushed Aggregates, Part 4.1 Measurement and Payment

**Add** new Items C, D, and E:

- C. Uncrushed Drain Rock 3 inches: By the cubic yard measured on a compacted in place basis.
  - 1. Bid Schedule Payment Reference: 502.4.1.C.1.
  - 2. Bid Schedule Description: Uncrushed Drain Rock 3 inches...Cubic yard (CY).
- D. Sand: By the cubic yard measured on a compacted in place basis.
  - 1. Bid Schedule Payment Reference: 502.4.1.D.1.
  - 2. Bid Schedule Description: Sand...Cubic yard (CY).
- E. Filter Sand: By the cubic yard measured on a compacted in place basis.
  - 1. Bid Schedule Payment Reference: 502.4.1.E.1.
  - 2. Bid Schedule Description: Filter Sand...Cubic yard (CY).

### Section 805 – Asphalt Part 2.2

**Delete** Item D and **Insert** new Item D:

D.

| <b>Liquid Asphalts Rubberized</b>  |                 |                |                    |
|--|-----------------|----------------|--------------------|
| <b>Property</b>  | <b>RC 3000R</b> | <b>RC-800R</b> | <b>Test Method</b> |
| Flash point, T.O.C., °F  | 80 Min.         | 80 Min.        | ASTM D 1310        |
| Visc. @ 140°F, cst   | 3000-6000       | 800-1600       | ASTM D 2170        |
| Distillation: 30 in Hg<br>% of Total Dist. To 680°F  |                 |                | ASTM D 402         |
| To 437°F   | 15 Min.         |                |                    |
| 500°F  | 25 Min.         | 45Min.         |                    |
| 600°F  | 70 Min.         | 75 Min.        |                    |
| Res., Vol. % by Difference   | 80 Min.         | 75 Min.        |                    |
| <b>Test on Rubberized Base Asphalt</b>   |                 |                |                    |
| Viscosity @ 140°F Poise  | 1600-2400       | 1600-2400      | ASTM D 2171        |
| Duct @ 77°F (5 cm/min) cm  | 150 Min.        | 150 Min.       | ASTM D 113         |
| Duct @ 39°F (5cm/min) cm   | 35 Min.         | 35 Min.        | ASTM D 113         |
| Toughness, inch-pounds   | 75 Min.         | 75 Min.        | *                  |
| Tenacity, inch-pounds  | 50 Min.         | 50Min.         | *                  |
| * Benson Method of Toughness and Tenacity,<br>Scott Tester, inch-pounds @77°F, twenty (20) inches per minute pull.<br>Tension head seven-eighth (7/8) inch diameter. |                 |                |                    |

Sampling - Rubberized Base Asphalt samples taken at point of manufacture of the liquid asphalt shall be the material tested for compliance of Rubberized Base Asphalt. Liquid asphalt samples taken at point of delivery will be tested for compliance of properties other than rubberized base asphalt requirements.

#### Section 806 – Asphalt Tack Coat, Part 2.1 Description

**Delete** Item A and **Insert** new Item A:

- A. Asphalt Grade SS-1 Emulsified Asphalt.
  - 1. Engineer may change grade one step with no change in unit price.
  - 2. Asphalt will be accepted at point of delivery.

### Section 808 – Seal Coat, Part 3.1 Construction Limitations

#### **Add** Item B.5:

5. Crack Seal: Deery 102: 80°F and rising. Apply as per product data sheet.

#### **Add** Item J:

- J. Conduct all traffic control activities in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). Maintain traffic control during and after the seal coating of streets until the chips are completely cleaned up, the newly seal coated surfaces fog coated and the project accepted by the Engineer. Give special consideration to warning motorists, motorcyclists, and other roadway users to the dangers posed by loose gravel on the roadway. Provide access during business hours on all streets with a single business entrance on a street to be seal coated, unless written permission is obtained from the business allowing closure of the entrance. Close other streets, as allowed by the Engineer, during the seal coat operation except where there is only one access available; however, provide a detour plan in accordance with the MUTCD for any closure to the Engineer for his approval 24 hours prior to the closure. Provide notice of the closures and the detour to the various agencies and news media as required. Prior to the start of any work, provide the City with a "Work Schedule" detailing each phase of the work, the dates scheduled, and the work crew used.

### Section 808 – Seal Coat, Part 3.3 Applying Asphalt

#### **Delete** Item E and **Insert** new Item E:

- E. Unless otherwise directed, use forty-five hundredths (0.45) plus or minus five hundredths (0.05) of a gallon per square yard of CRS-2R, with the exact application rate determined by the Engineer.

### Section 808 – Seal Coat, Part 3.4 Application of Cover Coat Material

#### **Delete** Item J and **Insert** new Item J:

- J. Remove all excess cover coat material from the entire surface width of all streets sealed and from all lawns, sidewalks, driveways, utility strips, etc.

### Section 808 – Seal Coat, Part 3.4 Application of Cover Coat Material

#### **Add** new Item Q:

- Q. Within 24 hours of when excess cover coat material has been removed, apply fog



coat in conformance with Section 813 Fog Coat.

Section 808 – Seal Coat, Part 4 Measurement and Payment

**Add** the following to Item 4.1:

Fog Coat is incidental to Seal Coat.

Section 813 – Fog Coat, Part 3.2 Application of Fog Coat

**Delete** Item D **Add** new Item D:

- D. Unless otherwise specified, apply CSS-1h at the rate of one-tenth (0.1) plus or minus four hundredths ( $\pm 0.04$ ) of a gallon per square yard of diluted emulsified asphalt. Dilute asphalt to equal parts of asphalt and potable water.

Division 800 – Aggregates and Asphalt – Standard Drawings

**Delete** the following Standard Drawings:

Delete SD-801  
Delete SD-802  
Delete SD-803  
Delete SD-804  
Delete SD-805  
Delete SD-806  
Delete SD-807

**CITY OF IDAHO FALLS**  
**SUPPLEMENTAL SPECIFICATIONS TO**  
**THE ISPWC**

**DIVISION 1100 - TRAFFIC**

# **CITY OF IDAHO FALLS SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC**

## Division 1100 – Traffic

### Section 1101 — Traffic Signal and Appurtenances, Part 2 Products

**Add** new Section 2.1:

#### **2.1 MATERIALS**

- A. Signal Cabinet: TS-2, Type 1, NEMA 'P'.
- B. Controller: Econolite Cobalt ATC.
- C. Service Pedestal: Type 3 underground 100 amp. Meyers, Milbank, Tesco or approved equal.
- D. Battery Backup System: UPS unit with batteries and enclosure. Tesco, Alpha Technologies, or approved equal.
- E. Signal Pole: Valmont or approved equal.
- F. Combination Signal and Luminaire Pole: Valmont or approved equal.
- G. Light Pole: Davit style (6' 3" curvature radius), Galvanized steel.
- H. Pedestrian Signal Pole: 4" SCH 40 A-53 galvanized steel pipe with Pelco pedestal base.
- I. Luminaire: 163W LED. Leotek or approved equal.
- J. Photoelectric Control: 240V, mounted in service pedestal. Intermatic, GE, Fisher-Pierce or approved equal.
- K. Junction Box: Polymer concrete composite with traffic rated cover. Quazite, Carson Ind., Armorcas, or approved equal.
- L. Vehicle Signal Head: Three- and four-section vertical. Peek, Siemens ITS, McCain or approved equal.

1. 12" polycarbonate.
  2. 5" black backplate with yellow 2" 3M diamond grade retroreflective border.
  3. 12" olive green tunnel visors.
- M. Vehicle Signal Modules: 12" LED with quick disconnect leads, smooth lens surface, 120 VAC. Gelcor, Leotek, Dialight or approved equal.
- N. Pedestrian Signal Head: 16" LED, countdown timer with housing. IDC with Dialight countdown module or approved equal.
- O. Signal Head Mounting Bracket
1. Pelco or approved equal for three-section and four-section for vehicle signal mast arm mounting.
  2. Econolite, McCain, or approved equal for three-section and four-section for vehicle signal side of pole terminal compartment mounting.
  3. Econolite, McCain, or approved equal for pedestrian signal head side of pole terminal compartment mounting.
- P. Pedestrian Push Button Assembly

#### Section 1101 — Traffic Signals and Appurtenances, Part 3.2 Loop Installation

**Delete** Items C, D, E, F, G, H, I, J, K, L, N, O, R, and S and **insert** new Items C and D:

- C. Splice using waterproof 3M brand scotch cast or approved equal. Inline resin splice kits only.
- D. Saw cut loop installation not allowed.

#### Section 1101 — Traffic Signals and Appurtenances, Part 4 Measurement and Payment

**Add** new Item B:

- B. Traffic Signal: By the lump sum for all work included in the Contract Documents or specified herein. Work to include the sum total of all items for a complete system to be furnished, installed, and tested, including full compensation for all costs involved in furnishing all labor, materials, and equipment necessary or

incidental to the construction of a complete new signal system as shown in the Contract Documents. Work to include saw cutting, excavation, backfilling, concrete foundations, conduit, wiring, loops, controller and service cabinets, signal heads, signal poles, mast arms, emergency preemption devices, restoration of facilities destroyed or damaged during construction, and for making all required tests. All additional materials and labor not shown in the Contract Documents, or called for herein, and which are required to complete the specified system are incidental to the construction and included in the lump sum contract price.

1. Bid Schedule Payment Reference: 1101.4.1.B.1.
2. Bid Schedule Description: Pedestrian Hybrid Beacon...Each (EA).

#### Section 1104 — Permanent Pavement Markings, Part 1.3 References

**Delete** Item B and **insert** new Item B:

- B. Federal Specifications, TT-P- 1952-D, Type II High Build.

#### Section 1104 — Permanent Pavement Markings, Part 2.3 Thermoplastic Pavement Markings

**Delete** Item A and B and **insert** new Item A and B:

- A. Reflective thermoplastic pavement markings material to be pre-formed with a minimum thickness of 125 mils.
- B. Heat fused permanent pre-formed thermoplastic pavement markings to conform to the current American Association of State Highway and Transportation Officials (AASHTO) Standard M-249, with the exception of the relevant differences for the material being supplied in the pre-formed state. Use polymeric materials, pigments, binders and glass beads, factory produced as a product. The dimensions shall meet the requirements of the current Manual on Uniform Traffic Control Devices, as adopted by the State of Idaho.

#### Section 1104 — Permanent Pavement Markings, Part 3.3 Paint Application

**Add** New Item O and P:

- O. No additional payment for temporary striping, unless approved in advance by Engineer.
- P. Cycle length for striping to be 40 feet (10 foot stripe with a 30 foot gap).

## Section 1104 — Permanent Pavement Markings, Part 3.4 Thermoplastic Pavement Marking Application

**Delete** Item A and **insert** new Item A:

- A. Properly clean and prepare surface. Completely remove any and all existing thermoplastic and paint to the approval of the Engineer.

## Section 1105 — Permanent Traffic Signing, Part 2.2 Signs

**Delete** Item D and **insert** new Item D:

- D. All sign sheeting must meet ASTM D 4956-04 and the requirements of the MUTCD Retro reflectivity Levels regardless of compliance dates. As a minimum Type IV sheeting must be used for the following signs: Stop, Yield, Wrong Way, Do Not Enter, Black and Yellow warning signs, Fluorescent Yellow-Green school signs and Street Name signs. Remaining signs may be fabricated of Type I sheeting. Local agencies may require higher standards. Splicing of reflective sheeting will not be allowed on panels of less than 24 inches in length or width. One splice may be permitted on larger panels if any gaps are less than 0.04 inches in width and color matches.

## Section 1105 — Permanent Traffic Signing, Part 2 Materials

**Add** new Part 2.4 Rectangular Rapid Flash Beacon (RRFB):

- A. Rectangular Rapid Flash Beacon.
  - 1. Two rapidly and alternately flashing rectangular yellow indications having LED array based pulsing light sources, and designed, located, and operated with the detailed requirements specified on the plans.
  - 2. Complete assembly, consisting of beacon mounts (compatible to the sign post), indications, electrical components (wiring, solid-state circuit boards, etc.), two W11-2 signs, two W16-7p signs, mounting hardware, post, and post foundation.
  - 3. Activates by a push button. The RRFB is normally dark, initiates operation only upon pedestrian actuation, and ceases operation after a predetermined time limit (based on MUTCD procedures). When activated, the RRFB indications flash in a rapidly alternating “wig-wag” flashing sequence (left light on, then right light on).
  - 4. Indications have 70 to 80 periods of flashing per minute. Posts are 4” diameter round, compatible to the flasher system and have breakaway bases that are NCHRP 350 TL3 or MASH compliant.
  - 5. Assembly will be paired with an assembly on the opposite side of the street. Communication is provided between the two assemblies such that a

pedestrian activation at either assembly activates both RRFB assemblies simultaneously.

6. Equipped with a solar panel, battery, and all other equipment recommended by the RRFB manufacturer for solar operation.
7. Minimum size of approximately 5" wide x 2" high. The two RRFB indications align horizontally, with the longer dimension of the indication horizontal, and a minimum space between the two indications of approximately 7" measured from inside edge of one indication to inside edge of second indication. The outside edges of the two indications, including any housing, is not to protrude beyond the outside edges of the integral signage of the RRFB. The light intensity of the RRFB's indications meets the minimum specifications of the Society of Automotive Engineers (SAE) standard 1595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005. The pushbutton is capable of continuous operation over a temperature range of -30 degrees F to 165 degrees F (-34 degrees C to 74 degrees C).

B. Control Cabinet.

1. Provide airflow for internal components, screen vents on all to prevent insects and other foreign matter from entering.
2. Include at least two tamper-resistant stainless steel hinges and a replaceable #2 traffic lock with keys.
3. The cabinet includes a removable control panel to which all control circuit components either mount or connect.
4. Utilize four 5/16"-18 stainless steel mounting studs that mate to a range of bracket options. To ensure a secure mount to the supporting post, two banding style brackets that fit poles with a 2-3/8" or larger diameter shall be included as standard equipment.
5. All materials used in the construction or mounting of the control cabinet is either aluminum or stainless steel. Anti-vandal mounting is an option.
6. Apply a UV resistant label to the exterior of the cabinet and include system specific information including model number, serial number, date of manufacture, as well as any applicable regulatory compliance information.

C. Controller – The Programmable Flash Controller is housed within the Control Cabinet and includes the following:

1. Integrated constant-current LED drivers with a minimum of two-channel output for driving one or two units.
2. Multiple levels of LED brightness through LED drive current control as determined by the phototransistor input.
3. Utilize MUTCD compliant flash pattern
4. Automatically adjust the LED drive current control to optimize brightness for the ambient lighting conditions.

5. LED drive outputs to reach the full output current as programmed within the duration of the 100ms on-time.
6. Integrated Real Time Clock (RTC) with on-board battery backup.
7. Capability of RS232 communication for programming with Windows-based software.
8. Minimum of two General Purpose Inputs and Outputs (GPIO).
9. Minimum of two General Purpose Inputs and Outputs (GPIO).
10. Internally housed in its own IP67 type enclosure.
11. Independently replaceable of other control panel components.
12. Monitor internal temperature.
13. Operate between the temperatures of -40° to +176°F (-40° to +80°C).

#### D. Sign.

1. Type W11-2 Florescent Green with an arrow.
2. Conform to 2009 Federal Highway Administration's MUTCD section 2A.07 on retro reflectivity and illumination. Each sign has eight Daylight-Visible LEDs (amber) that are embedded individually into 1" diameter holes around the perimeter of the sign and be ultrasonically welded to the sign assembly to provide maximum strength and rigidity.
3. Sign blank material is a minimum of 0.080" thick aluminum.
4. Consists of reflective fluorescent yellow-green or fluorescent yellow or white sheeting, as required, for an MUTCD compliant sign, applied to the sign blank with a Protective Overlay film to provide an additional layer of graffiti protection.
5. Specified quantity of high power, 1-watt LEDs.
6. LED sealed within a 7/8" diameter, heat-dissipating plastic enclosure to provide resistance to weather and vibration.
7. LEDs wired in strings to activate simultaneously per MUTCD standards.
8. LEDs wired in parallel electrically so that remaining LEDs continue to flash in the event of the failure of any individual LED.
9. Encapsulate Wiring between LEDs inside aluminum extrusions secured to the back of each sign assembly, to provide weather resistance and protection.
10. Adequate holes for mounting to a pole or post.
11. Apply UV-resistant label(s) to the back of each sign assembly. Include specific information such as the manufacturer, manufacturer phone number, model number, serial number, date of manufacture and any applicable regulatory compliance information.

#### E. Solar Charge Controller.

1. Utilize an intelligent 4-stage algorithm and Pulse Width Modulation (PWM)



for battery charging.

2. Automatically provide Low Voltage Disconnect (LVD) to protect batteries when needed.
3. Automatically provide Load-Reconnection once battery levels have been restored to an acceptable value.
4. Protect against and automatically recover from: short circuit, overload, reverse polarity, high temperature, lightning and transient surge, as well as voltage spikes.
5. Independently replaceable of other control panel components.
6. Operate from -40° to +140°F (-40° to +60°C).LED

#### F. Battery Power.

1. Housed inside the Control Cabinet.
2. Nominal output voltage of 12 VDC and a capacity of 48Ah.
3. Rechargeable type Gelled-Electrolyte.
4. Sealed and spill-proof.
5. Battery replaceable independently of other components.
6. Fused for short circuit protection.

#### G. Solar Power (55W)

1. Constructed of an anodized aluminum frame, high-transmission 1/8" tempered glass, with silicon cells encapsulated in double-layer EVA, and with a white polymer backing.
2. Affixed to an aluminum plate and pole top bracket at a fixed angle of 45° to provide maximum insolation exposure.
3. Post top mounting system provides 360° of rotational direction adjustment and upon installation, must be oriented with the collector facing South.
4. Operate at 12VDC nominal with a maximum output rating of 55 watts.
5. The solar panel specifications:
  - a. Minimum Overall Size: 625 square inches
  - b. Maximum power voltage: 18.18 VDC
  - c. Maximum power current: 3.1 A
  - d. Operate from -40° to +194°F (-40° to +90°C)
6. Connectors dust proof and water proof.
7. Fasteners anti-vandal pin-type set screws, provide wrench.

H. 900 MHz FHSS Wireless Transceiver.

1. Seamlessly integrate with the controller to ensure sequential activation of other radio-equipped devices in the system.
2. Include an integrated LCD and two user-interface buttons for setup and troubleshooting, including readouts of flash duration (timeout), battery conditions, and LED testing functionality.
3. Include two LED indicators for status and troubleshooting.
4. Shall be capable of operating as a Parent (Gateway) or Child (Node or Repeater).
5. Capable of providing site-survey data for verification of signal strength between network devices.
6. Include network-wide modification of sign controller settings and output durations, using programmability from any networked transceiver without the use of additional equipment or software.
7. Synchronize the system components to activate the indications within 120msec of one other and remain synchronized throughout the duration of the flash (timeout) cycle.
8. Operate on the license-free ISM band.
9. Operate from 3.3VDC to 15VDC.
10. In the event of failure, replaceable independently of other components.

I. Pole Shaft.

1. 13' – 15' length standard specified outer diameter aluminum pedestal pole.
2. Supply with one end threaded for easy installation into a pedestal base.

J. Pole Pedestal Base.

1. TP-358 cast aluminum that mounts on a concrete foundation attached by four internal anchor bolts imbedded in the foundation.
2. Include a large 8.5" square hand hole cover allowing access to the interior.

K. Warning Static Sign.

1. Each static sign face shall be constructed on a 0.080" thick 5052-H32 aluminum and screened onto 3MTM Diamond Grade TM DG3 Reflective sheeting of specified color.
2. MUTCD compliant sign legend, as dictated by the requirements.
3. Two holes for mounting to a post or pole.
4. Include pole mounting hardware.

## Section 1105 — Permanent Traffic Signing, Part 3.1 Sign Installation

**Add** new Item C Rectangular Rapid Flash Beacon (RRFB):

- C. Rectangular Rapid Flash Beacon (RRFB).
  - 1. Install in accordance with the manufacturer's recommendations and as shown on the plans. Pole mounting requirements per MUTCD guidelines. Foundations shall be in compliance with City standards for sign posts as applicable. Complete assembly, consisting of beacon mounts (compatible to the sign post), indications, electrical components (wiring, solid-state circuit boards, etc.), two W11-2 signs, two W16-7p signs, mounting hardware, post, and post foundation.
  - 2. Each Sign to be supplied with all required hardware to install assembly. Include the crossing warning sign and the supplemental downward diagonal arrow plaque. Provide an ITD 851 and 914 form for all materials incorporated in this work. Indications have 70 to 80 periods of flashing per minute. Posts are 4" diameter round, compatible to the flasher system and have breakaway bases that are NCHRP 350 TL3 or MASH compliant.
  - 3. Include a three-year Manufacturer warranty, unconditional warranty against all defects in material and workmanship.

## Section 1105 – Permanent Traffic Signing 4.1 Measurement and Payment

**Add** new Items E, F and G:

- E. Install Traffic Sign: Per each including post, anchor, sign face and incidentals. Includes full compensation for materials, labor and equipment necessary for completing the work and all appurtenances not itemized on the Bid Schedule.
  - 1. Bid Schedule Payment Reference: 1105.4.1.E.1.
  - 2. Bid Schedule Description: Install Traffic Sign, Type \_\_\_\_\_...Each (EA).
- F. Remove and Replace Traffic Sign: Per each including post, anchor, and sign face. Includes full compensation for materials, labor and equipment necessary for completing the work and all appurtenances not itemized on the Bid Schedule.
  - 1. Bid Schedule Payment Reference: 1105.4.1.F.1.
  - 2. Bid Schedule Description: Remove and Replace Traffic Sign, Type \_\_\_\_\_...Each (EA).
- G. Rectangular Rapid Flash Beacon (RRFB): Per each and includes full compensation for materials, labor and equipment necessary for completing the work and all appurtenances not itemized on the Bid Schedule.

1. Bid Schedule Payment Reference: 1105.4.1.G.1.
2. Bid Schedule Description: Rectangular Rapid Flash Beacon (RRFB)...Each (EA).

Division 1100 – Traffic – Standard Drawings

**Delete** the following Standard Drawings:

Delete SD-1102  
Delete SD-1103  
Delete SD-1105  
Delete SD-1106  
Delete SD-1107  
Delete SD-1108  
Delete SD-1109  
Delete SD-1110  
Delete SD-1112  
Delete SD-1113  
Delete SD-1114  
Delete SD-1115  
Delete SD-1116  
Delete SD-1118  
Delete SD-1119  
Delete SD-1122  
Delete SD-1125  
Delete SD-1126  
Delete SD-1127  
Delete SD-1131  
Delete SD-1132

**Add** the following Idaho Falls Standard Drawings:

Add IF-1103  
Add IF-1105  
Add IF-1107  
Add IF-1108  
Add IF-1109 (2 Sheets)  
Add IF-1110  
Add IF-1112  
Add IF-1113  
Add IF-1114  
Add IF-1114A

Add IF-1115  
Add IF-1132A  
Add IF-1132B  
Add IF-1132C

| 7/C CABLE DESIGNATIONS<br>PROTECTIVE/PERMISSIVE<br>IMSA #14 19-1 |                  |
|--|------------------|
| RED  | THRU RED LIGHT   |
| ORANGE   | THRU AMBER LIGHT |
| GREEN  | THRU GREEN LIGHT |
| BLACK  | LEFT AMBER LIGHT |
| WHITE  | COMMON           |
| BLUE   | LEFT GREEN LIGHT |
| BLACK/TRACER   | COMMON           |

| 5/C CABLE DESIGNATIONS<br>THRU OR LEFT VEHICLE HEAD<br>IMSA #14 19-1 |             |
|--|-------------|
| RED  | RED LIGHT   |
| ORANGE   | AMBER LIGHT |
| GREEN  | GREEN LIGHT |
| BLACK  | SPARE       |
| WHITE  | COMMON      |

| 3/C CABLE DESIGNATIONS<br>PEDESTRIAN SIGNAL HEAD<br>IMSA #14 19-1 |            |
|---|------------|
| RED   | DON'T WALK |
| BLACK   | WALK       |
| WHITE   | COMMON     |

| 1P CABLE DESIGNATIONS<br>PEDESTRIAN PUSH BUTTON<br>IMSA #16 50-2 |        |
|--|--------|
| BLACK  | HOT    |
| WHITE  | COMMON |

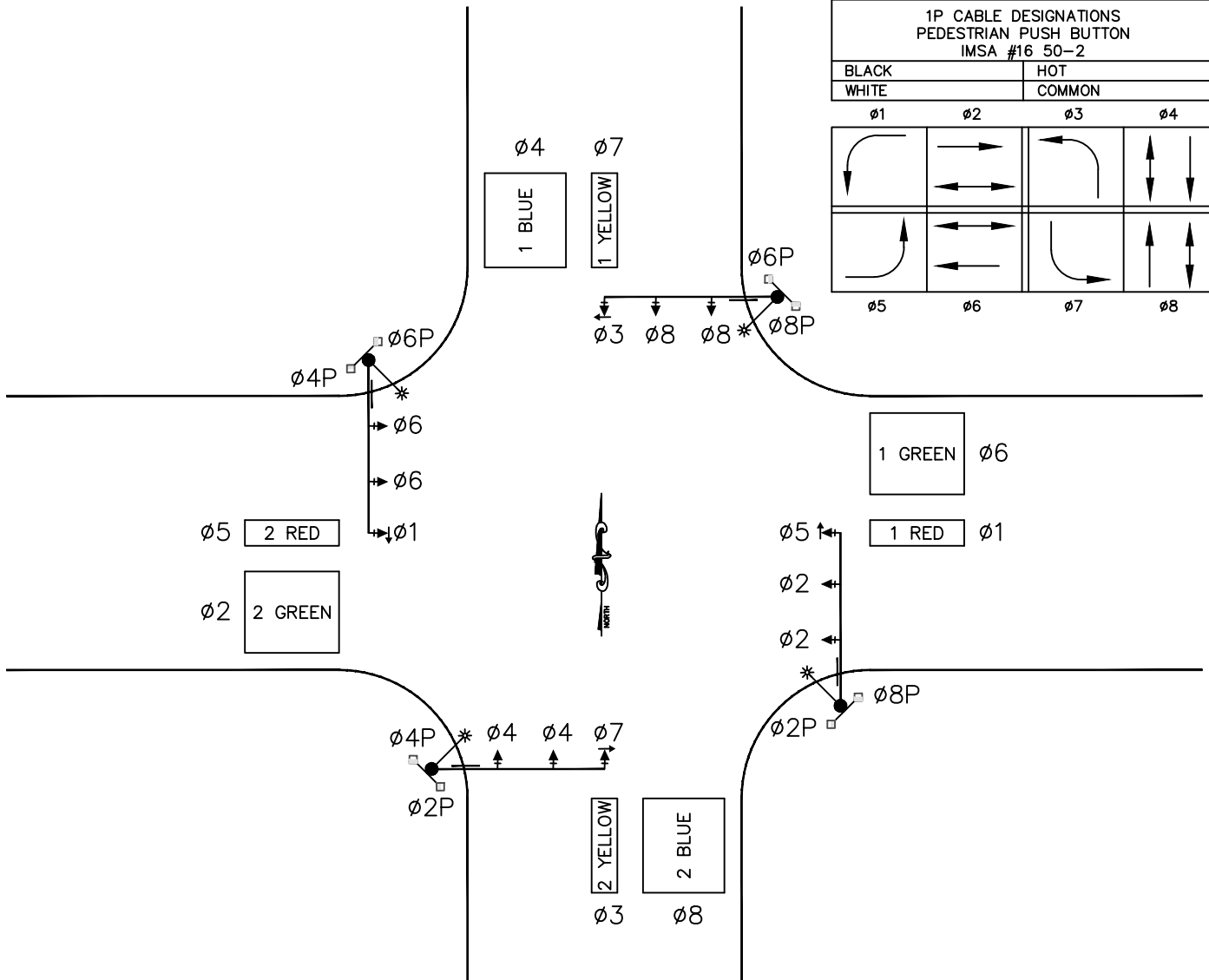
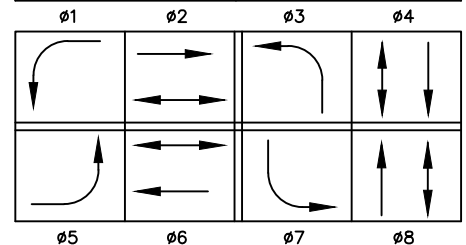


TABLE A

| PHASE NO. | TAPE COLOR |
|-----------|------------|
| 1         | 2 RED      |
| 2         | GREEN      |
| 3         | 2 YELLOW   |
| 4         | BLUE       |
| 5         | RED        |
| 6         | 2 GREEN    |
| 7         | YELLOW     |
| 8         | 2 BLUE     |

TABLE B

| PHASE NO. | TAPE COLOR |
|-----------|------------|
| 1         | RED        |
| 2         | GREEN      |
| 3         | YELLOW     |
| 4         | BLUE       |
| 5         | RED        |
| 6         | GREEN      |
| 7         | YELLOW     |
| 8         | BLUE       |

### NOTES:

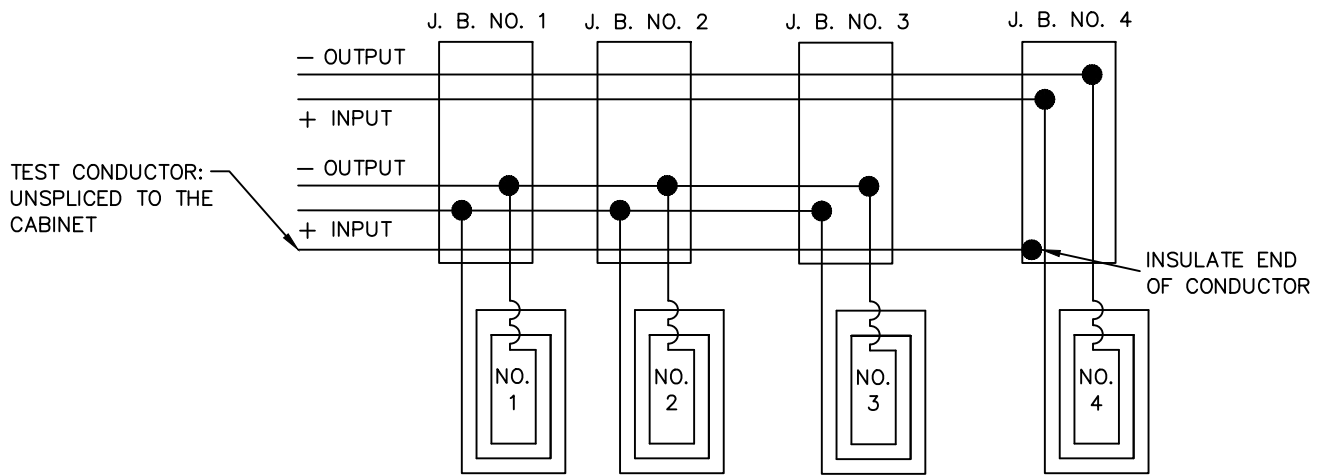
- ALL DETECTOR LOOP WIRES SHALL BE COLOR CODED PER ISPWC STANDARD DETAIL NO. IF-1112.
- ALL DETECTOR LOOP LEAD-IN CABLES SHALL BE COLOR CODED BY PHASE. SEE "TABLE A" ON THIS SHEET. DETECTOR LEAD-IN CABLE FOR COUNT LOOPS SHALL ALSO HAVE TWO WRAPS OF BLACK.
- ALL 7/C, 5/C, 3/C AND 1P CABLES IN THE SIGNAL POLE SHALL BE COLOR CODED BY PHASE. SEE "TABLE B" ON THIS SHEET.

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## STANDARD CABLE COLOR DESIGNATION DETAIL

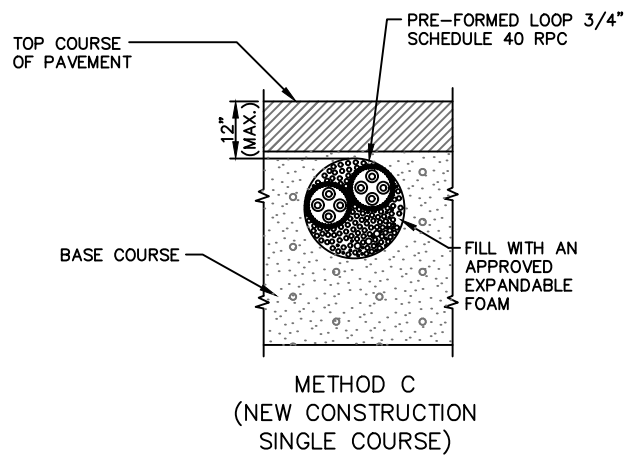
STANDARD DRAWING  
NO. IF-1103



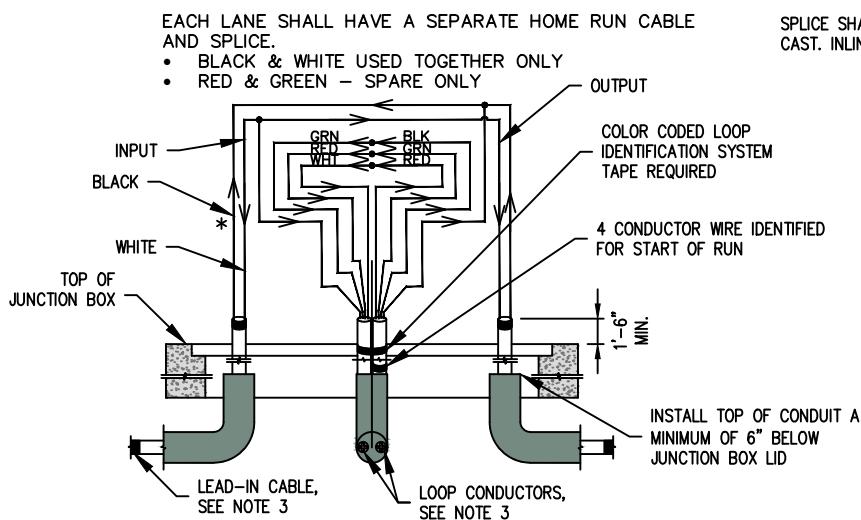
## LOOP SYSTEM AND JUNCTION BOX WIRING DIAGRAM

### NOTES:

- LEAD IN WIRE SHALL BE RUN OFF OF SAME CORNER OF LOOP FOR ALL LOOPS, REGARDLESS OF POSITION OF J-BOX.
- HYDRO CLEAN AND AIR DRY SLOT.
- SPLICING OF MULTIPLE LOOP CONDUCTORS TO THE LEAD-IN ALLOWED IN JUNCTION BOX ONLY.
- ALL LOOPS REQUIRE TWO TURNS OF FOUR CONDUCTOR CABLE.
- THE LOOPS IN EACH LANE SHALL BE WOUND IN A COUNTER CLOCKWISE DIRECTION.



## LOOP CONDUCTOR INSTALLATION



| LANE NO. | TAPE COLOR |
|----------|------------|
| 1        | BLUE       |
| 2        | GREEN      |
| 3        | ORANGE     |
| 4        | RED        |
| 5        | WHITE      |

IN ASCENDING ORDER  
BLUE SHALL BE USED  
FOR THE CURB OR EDGE  
OF PAVEMENT.

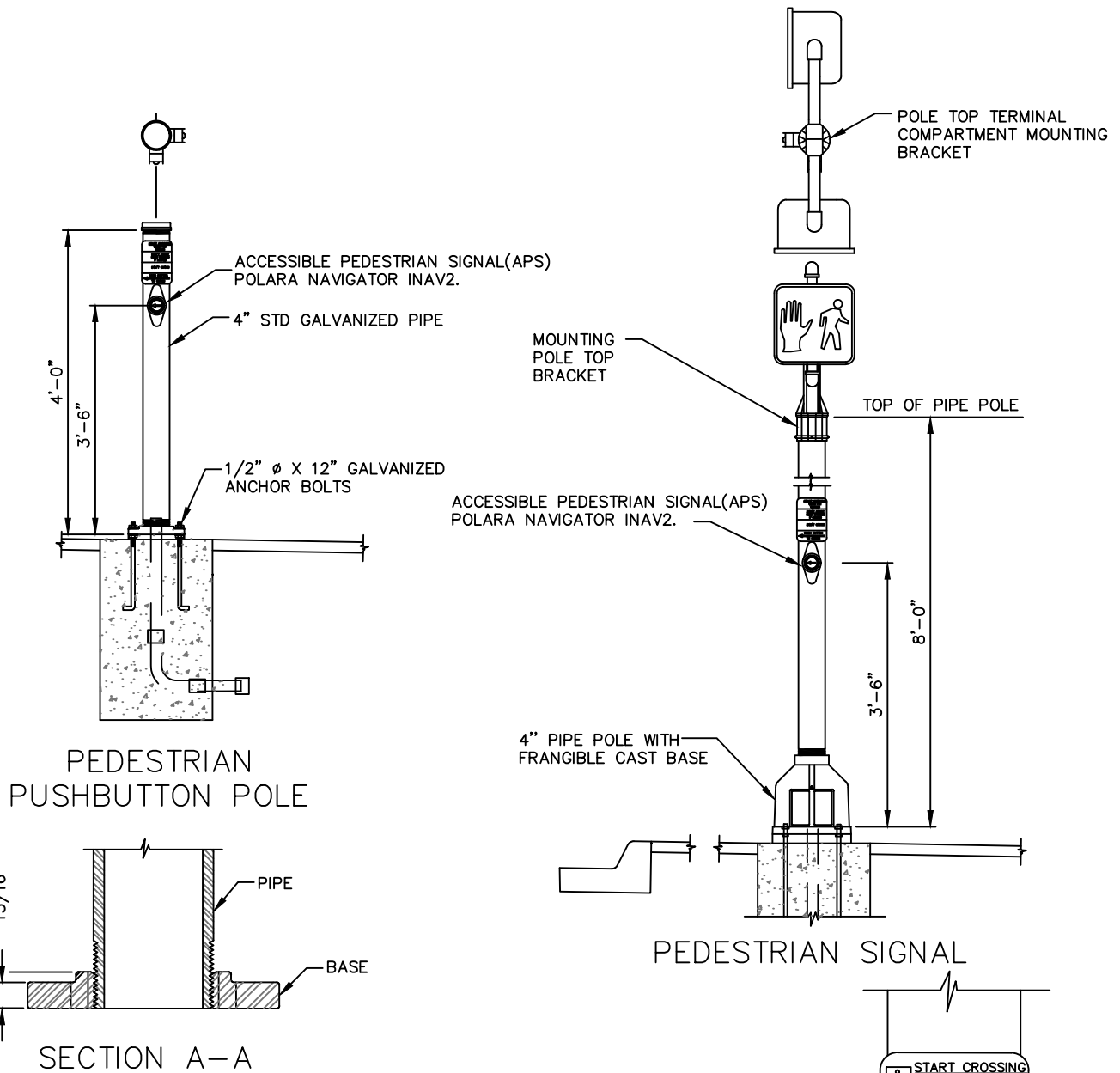
TAIL ON STARTING WIRE IDENTIFIED THEN  
THE PAIR MARKED TOGETHER WITH  
APPROPRIATE COLORED TAPE.

### COLOR CODED LOOP IDENTIFICATION SYSTEM

## LOOP SPLICE DETAIL AT JUNCTION BOX

SCALE - N.T.S.

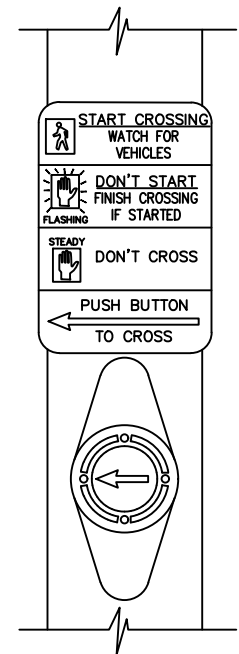
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#### NOTES:

- (A) THIS DRAWING SHOWS TYPICAL INSTALLATION DETAILS ONLY. SEE PLAN SHEETS FOR QUANTITY AND LOCATION OF SIGNAL AND LIGHTING COMPONENTS TO BE INSTALLED.
- (B) ORIENTATION OF SIGNAL COMPONENTS SHALL BE AS SHOWN UNLESS OTHERWISE SPECIFIED ON THE PLAN SHEETS.
- (C) SEE ISPCW IF-1109 FOR FOUNDATION DETAILS.
- (D) ALL SIGNAL COMPONENTS SHALL BE LEVELED AFTER THE POLE HAS BEEN PLUMBED.
- (E) SPECIFIC LOCATION OF EACH POLE INSTALLATION SHALL BE AS INDICATED ON THE PROJECT PLAN SHEETS.
- (F) ALL CONDUIT ELBOWS USED IN CONCRETE BASES SHALL BE RIGID STEEL CONDUIT (RSC).
- (G) STEEL CONDUIT SHALL BE USED TO EXTEND ELBOWS BEYOND FOUNDATION.
- (H) SPARE STUB OUTS SHALL BE TERMINATED WITH A STEEL COUPLING AND PLASTIC PUSH PLUG AT BOTH ENDS.
- (I) SEALED CLOSURES ARE REQUIRED ON SINGLE POINT MOUNTED HEADS.

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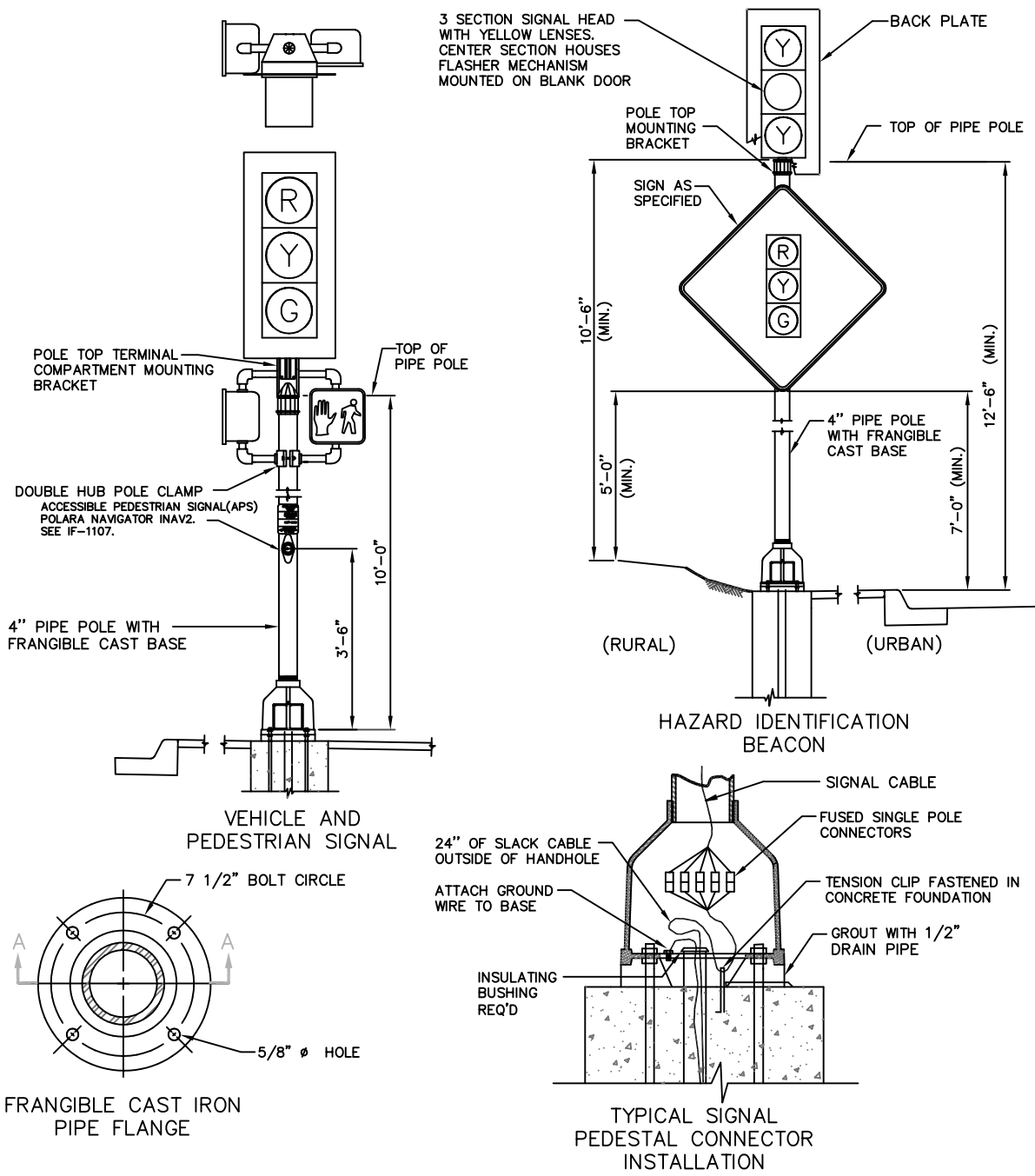


CITY OF IDAHO FALLS

## PEDESTRIAN SIGNAL AND PUSH-POLE BUTTON

STANDARD DRAWING  
NO. IF-1107



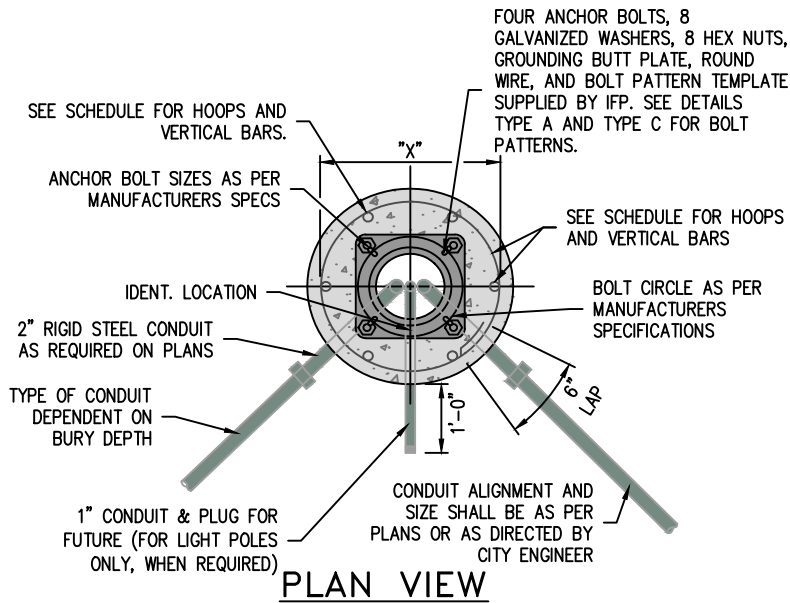


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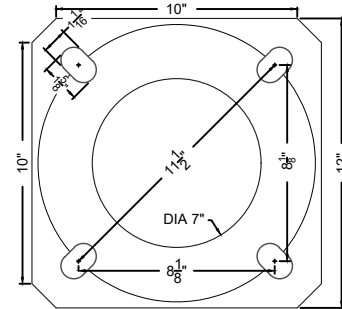
CITY OF IDAHO FALLS

# STANDARD SIGNAL POLE PEDESTAL DETAILS

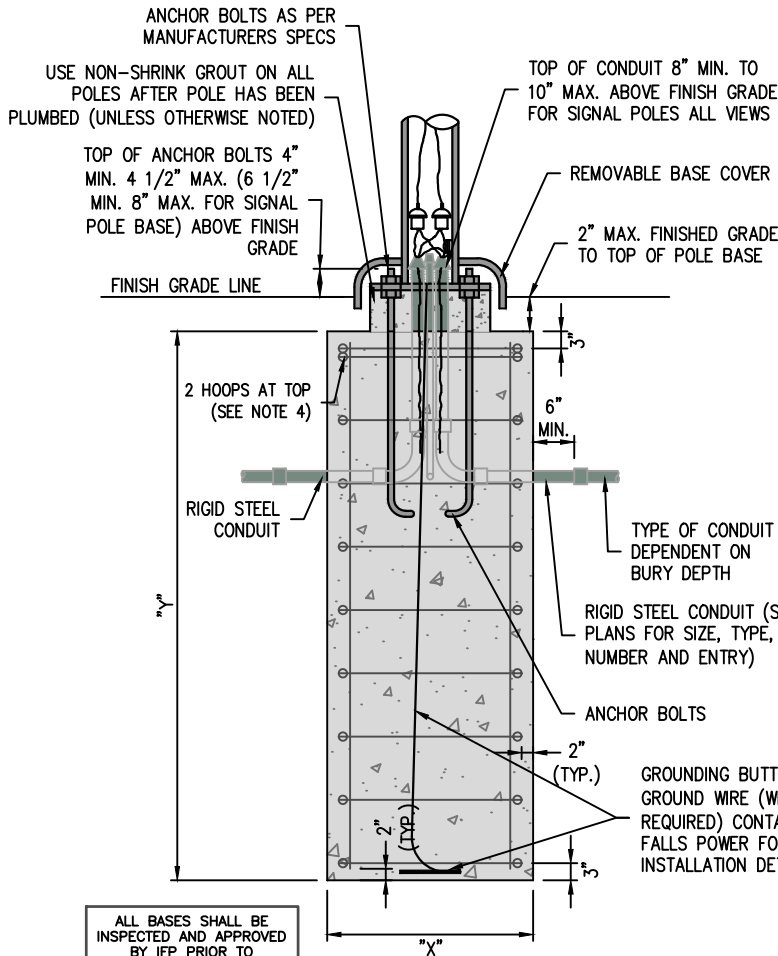
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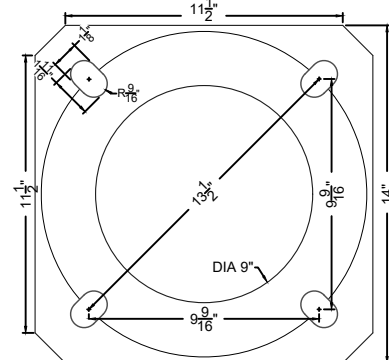
30' LIGHT POLE BASE PATTERN (TYPE A)



NOT TO SCALE



40' LIGHT POLE BASE PATTERN (TYPE C)



IF PRE-CAST CONCRETE LIGHT POLE IT SHALL MEET OR EXCEED ALL SPECIFICATIONS ABOVE

CONCRETE SHALL BE CLASS 4 CONCRETE (4,000 PSI) SEE SECTION 703.2.4 CONCRETE MIX CITY OF IDAHO FALLS SUPPLEMENTAL ISPCW STANDARDS

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CITY OF IDAHO FALLS

# STANDARD POLE FOUNDATION DETAIL

STANDARD DRAWING NO. IF-1109  
Sheet 1 of 2

| POLE FOUNDATION SCHEDULE          |        |                |                 |       |        |       |      |          |               |      |          |
|-----------------------------------|--------|----------------|-----------------|-------|--------|-------|------|----------|---------------|------|----------|
| POLE TYPE                         | MT.HT. | MASTARM LENGTH | FOUNDATION TYPE | X     | Y      | HOOPS |      |          | VERTICAL RODS |      |          |
|                                   |        |                |                 |       |        | NO.   | SIZE | LIN. FT. | NO.           | SIZE | LIN. FT. |
| PEDESTRIAN SIGNAL POLE            | 10'    | —              | A               | 2'-0" | 5'-0"  | 4     | #4   | 23'-0"   | 6             | #4   | 28'-0"   |
| LIGHT POLE PEDESTRIAN SIGNAL POLE | 30'    | ALL            | A               | 2'-0" | 5'-0"  | 4     | #4   | 23'-0"   | 6             | #4   | 28'-0"   |
| LIGHT POLE                        | 40'    | ALL            | C               | 3'-0" | 8'-0"  | 5     | #4   | 44'-2"   | 8             | #6   | 61'-4"   |
| PED. PUSHBUTTON POLE              | 4'-0"  | —              | E               | 1'-6" | 2'-6"  | —     | —    | —        | —             | —    | —        |
| DUAL MASTARM SIGNAL POLE          | —      | ALL            | F               | 3'-0" | 12'-0" | 8     | #5   | 70'-8"   | 12            | #6   | 140'     |
| SIGNAL POLE                       | —      | 20' — 55'      | F               | 3'-0" | 12'-0" | 8     | #5   | 70'-8"   | 12            | #6   | 140'     |
| SIGNAL POLE (SEE NOTE 2)          | —      | 60' — 65'      | G               | 3'-6" | 14'-0" | 9     | #5   | 78'-10"  | 12            | #6   | 166'     |

TRAFFIC SIGNAL POLES ARE LIMITED TO A MAXIMUM 50' LUMINAIRE MOUNTING HEIGHT, A MAXIMUM 20' LUMINAIRE MAST ARM LENGTH, AND MAXIMUM SIGNAL MAST ARM LENGTHS LISTED IN THE "SIGNAL POLE SCHEDULE".

WHEN BEDROCK IS ENCOUNTERED ROCK MUST BE REMOVED AND POLE PLACED AS SHOWN BELOW.

### NOTE:

| SIGNAL POLE SCHEDULE    |                   |                 |             |
|-------------------------|-------------------|-----------------|-------------|
| VERTICAL POLE           | SIGNAL ARM LENGTH |                 |             |
| CLASS 1                 | 20'               |                 | SINGLE MAST |
|                         | 25'               |                 |             |
|                         | 30'               |                 |             |
|                         | 35'               |                 |             |
| CLASS 2                 | 40'               |                 | DOUBLE MAST |
|                         | 45'               |                 |             |
| CLASS 3                 | 50'               |                 |             |
|                         | 55'               |                 |             |
| CLASS 4<br>(SEE NOTE 3) | ARM 1             | ARM 2<br>(MAX.) | DOUBLE MAST |
|                         | 20'               | 55'             |             |
|                         | 25'               | 55'             |             |
|                         | 30'               | 50'             |             |
|                         | 35'               | 45'             |             |
|                         | 40'               | 45'             |             |
|                         | 45'               | 45'             |             |
|                         | 50'               | 30'             |             |
|                         | 55'               | 25'             |             |
|                         |                   |                 |             |

- CONTACT THE CITY OF IDAHO FALLS ENGINEERING DEPT. IF SOIL IS CLAY, SANDY CLAY, SILTY CLAY, AND CLAYEY SILT OR IF SOIL IS ORGANIC CLAYS AND PEAT.
- TRAFFIC SIGNAL POLES ARE LIMITED TO A MAXIMUM 50' LUMINAIRE MOUNTING HEIGHT, A MAXIMUM 20' LUMINAIRE MAST ARM LENGTH, AND MAXIMUM SIGNAL MAST ARM LENGTHS LISTED IN THE "SIGNAL POLE SCHEDULE".
- CONTRACTOR SHALL PROVIDE CUSTOM FOUNDATION DESIGN FOR TRAFFIC SIGNAL POLES THAT EXCEED LIMITATIONS IN NOTE 2. THE FOUNDATION SHALL BE DESIGNED AND SEALED BY A QUALIFIED ENGINEER CURRENTLY LICENSED TO PRACTICE ENGINEERING IN IDAHO.
- USE 2 HOOPS AT TOP FOR FOUNDATION TYPE "G" ONLY.
- REINFORCEMENT STEEL IN FOUNDATIONS SHALL BE GRADE 60.
- ALL BASES SHALL BE INSPECTED & APPROVED BY THE CITY ENGINEER PRIOR TO CONCRETE PLACEMENT.
- USE MANUFACTURER'S STANDARD FOR ANCHOR BOLT INSTALLATION.
- TRAFFIC SIGNAL POLES SHALL HAVE A GROUND CONNECTED TO THE POWER SOURCE LOCATION ONLY. MULTIPLE GROUNDS ARE ONLY ALLOWED ON STREET LIGHT POLES.
- ALL CONDUITS, ELBOWS & COUPLINGS WITHIN & PROTRUDING FROM THE FOUNDATION SHALL BE RIGID STEEL. THE REMAINING CONDUITS SHALL BE AS SHOWN ON THE PLANS.
- GRADUAL SWEEP ELBOWS ONLY, PLUMBERS ELBOWS NOT ALLOWED.

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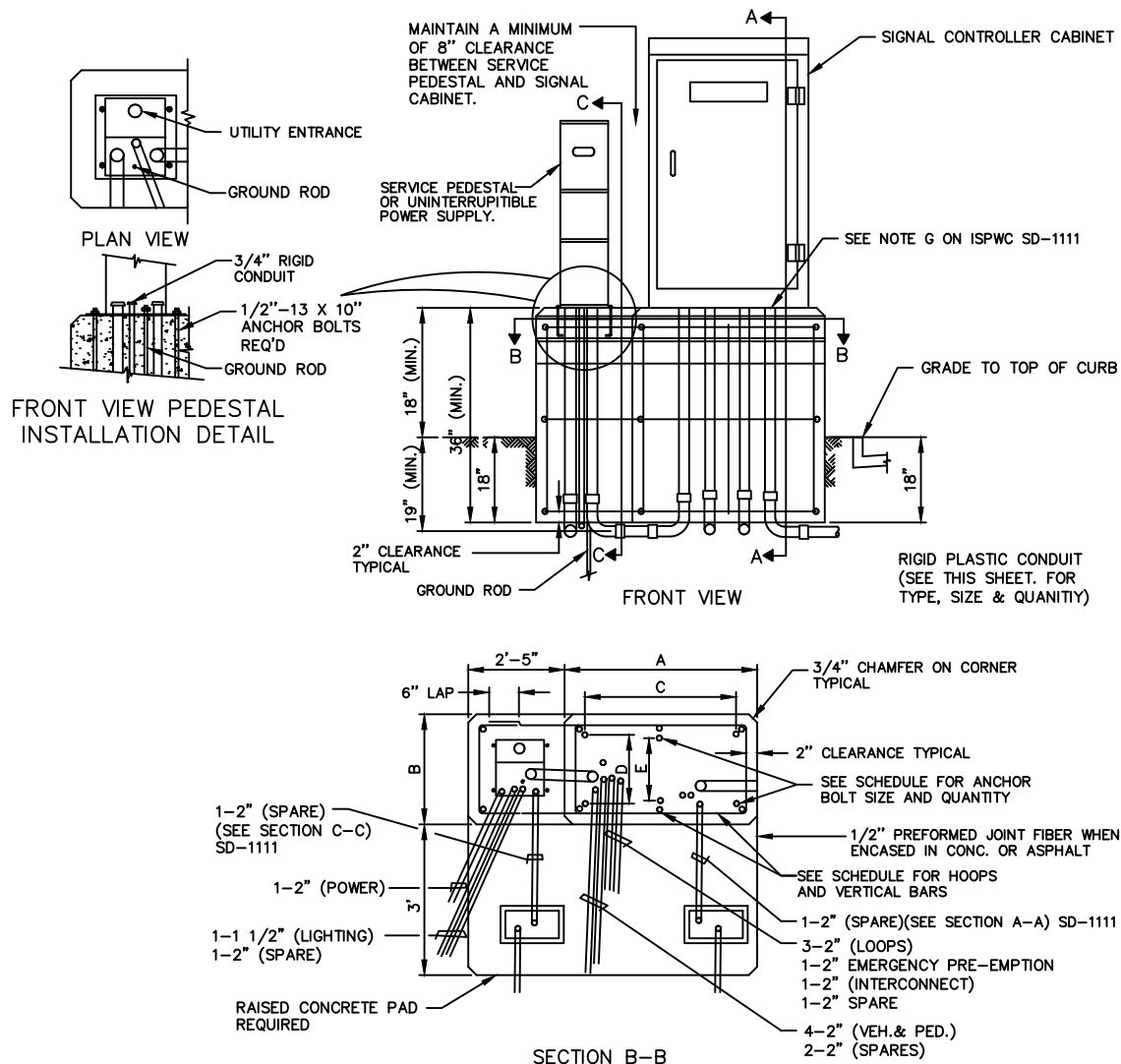
CITY OF IDAHO FALLS

## STANDARD POLE FOUNDATION DETAIL

STANDARD DRAWING  
NO. **IF-1109**  
Sheet 2 of 2

| FOUNDATION SCHEDULE |                 |        |       |           |           |       |              |      |          |          |      |       |          |      |
|---------------------|-----------------|--------|-------|-----------|-----------|-------|--------------|------|----------|----------|------|-------|----------|------|
|                     |                 |        |       |           |           |       | CABINET ONLY |      |          |          |      |       |          |      |
| CABINET TYPE        | FOUNDATION TYPE | A      | B     | C         | D         | E     | HOOPS        |      |          | VERTICAL |      | RODS  | CU. YDS. | CONC |
|                     |                 |        |       |           |           |       | NO.          | SIZE | LIN. FT. | NO.      | SIZE |       |          |      |
| SIGNAL              | M               | 2'-9"  | 1'-8" | —         | —         | 1'-0" | 3            | #4   | 24'0"    | 6        | #4   | 13'0" | .5       | .1   |
|                     | P               | 3'-11" | 2'-5" | 3'-4 3/4" | 1'-6 1/2" | —     | 3            | #4   | 35'6"    | 6        | #4   | 13'0" | .9       | .1   |

| FOUNDATION SCHEDULE (CONT.)     |      |          |     |      |          |                |     |                                 |      |          |     |      |          |                |     |             |                 |
|---------------------------------|------|----------|-----|------|----------|----------------|-----|---------------------------------|------|----------|-----|------|----------|----------------|-----|-------------|-----------------|
| CABINET AND 1 SERVICE PEDESTALS |      |          |     |      |          |                |     | CABINET AND 2 SERVICE PEDESTALS |      |          |     |      |          |                |     |             |                 |
| HOOPS                           |      | VERTICAL |     | RODS |          | CU. YDS. CONC. |     | HOOPS                           |      | VERTICAL |     | RODS |          | CU. YDS. CONC. |     | ANCHOR BOLT |                 |
| NO.                             | SIZE | LIN. FT. | NO. | SIZE | LIN. FT. | FOUNDATION     | PAD | NO.                             | SIZE | LIN. FT. | NO. | SIZE | LIN. FT. | FOUNDATION     | PAD | QNTY.       | SIZE            |
| 3                               | #4   | 38'6"    | 8   | #4   | 17'4"    | .8             | .2  | 3                               | #4   | 53'0"    | 10  | #4   | 21'8"    | 1.1            | .3  | 2           | 1" X 12" X 3"   |
| 3                               | #4   | 50'0"    | 8   | #4   | 17'4"    | 1.4            | .2  | 3                               | #4   | 64'6"    | 10  | #4   | 21'8"    | 1.9            | .3  | 4           | 5/8" X 18" X 4" |

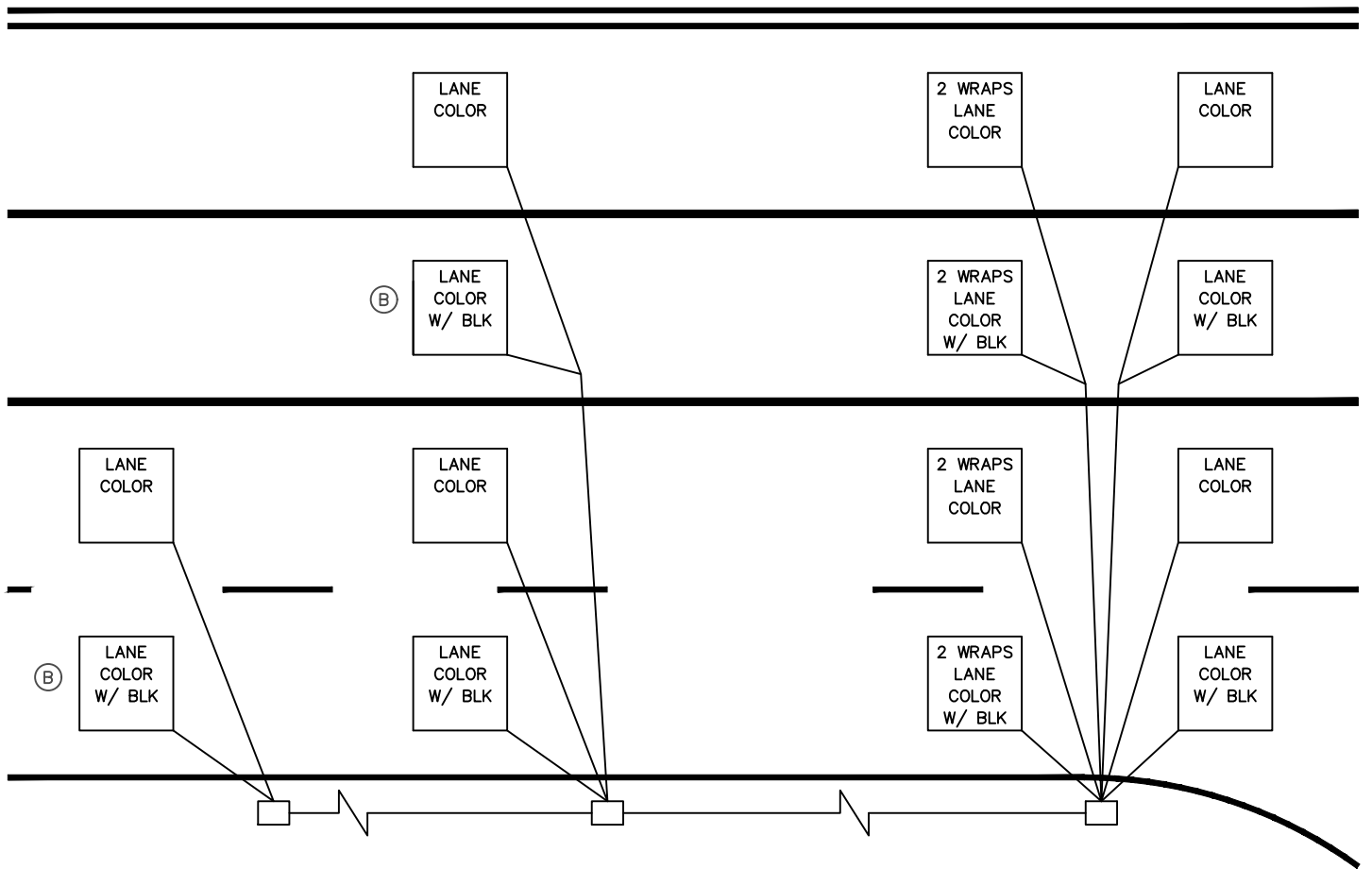


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CITY OF IDAHO FALLS

# STANDARD CABINET FOUNDATION – DETAIL A

STANDARD DRAWING  
NO. IF-1110



TYPICAL APPROACH

NOTE:

- (A) DETECTOR LOOP LEAD-IN CABLES SHALL BE COLOR CODED ACCORDING TO PHASE. SEE "TABLE A" ON ISPMC STANDARD DETAIL NO. IF-1103.
- (B) FOR SINGLE LANE PHASE MOVEMENT, DELETE COLOR CODING WITH BLACK WRAP. FOR MORE THAN ONE LANE PHASE MOVEMENT, ADD ONE BLACK WRAP PER PER ADDITIONAL LANE.

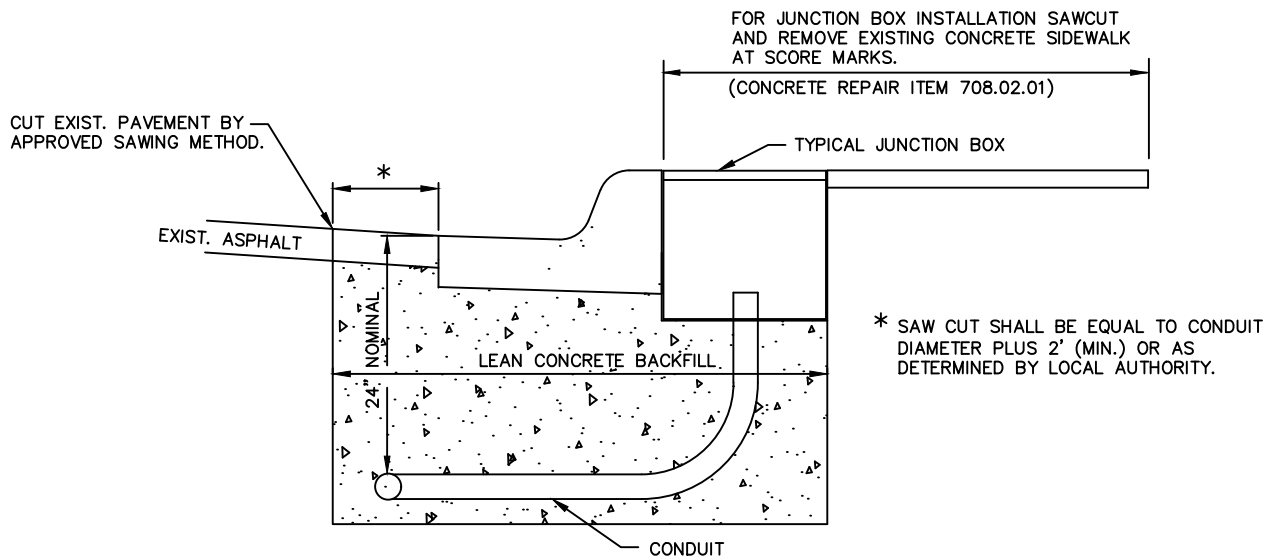
| COLOR CODED           |            |
|-----------------------|------------|
| IDENTIFICATION SYSTEM |            |
| LANE NO.              | TAPE COLOR |
| 1                     | BLUE       |
| 2                     | GREEN      |
| 3                     | ORANGE     |
| 4                     | RED        |
| 5                     | WHITE      |

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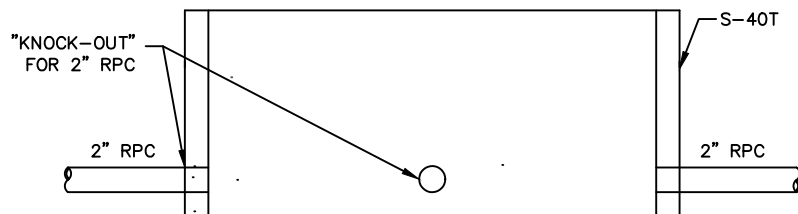
CITY OF IDAHO FALLS

# DETECTOR LOOP WIRE COLOR SCHEME DETAIL

STANDARD DRAWING  
NO. IF-1112



TYPICAL JUNCTION BOX INSTALLATION  
(UNDER EXISTING CURB)



TYPICAL JUNCTION BOX INSTALLATION  
DETAIL FOR INTERCONNECT

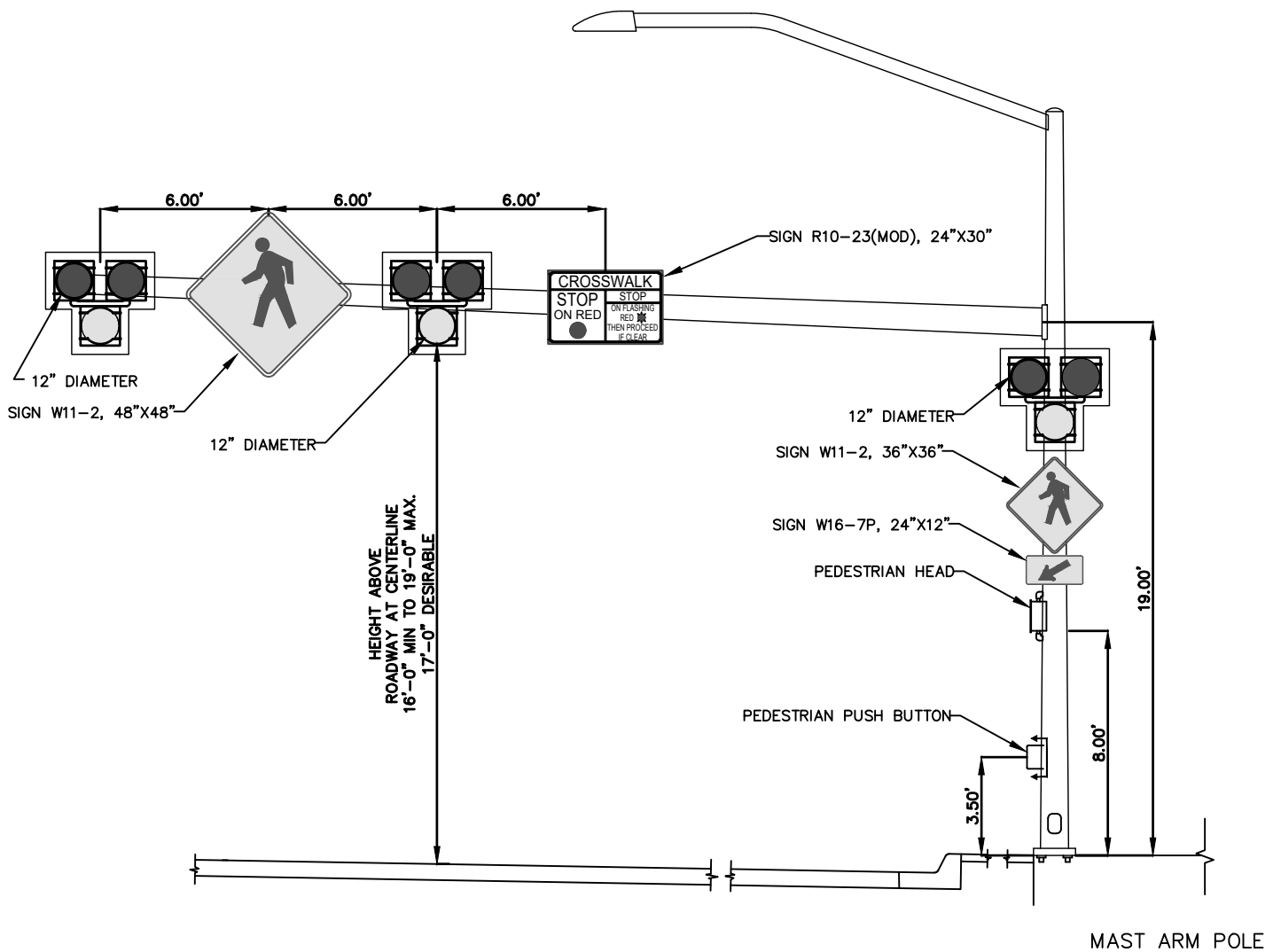
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TYPICAL JUNCTION  
BOX DETAIL

STANDARD DRAWING  
NO. IF-1113





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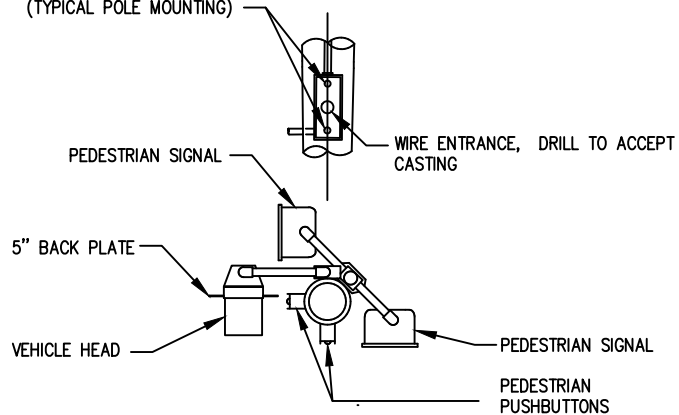
CITY OF IDAHO FALLS

# PEDESTRIAN HYBRID BEACON MAST ARM AND POLE

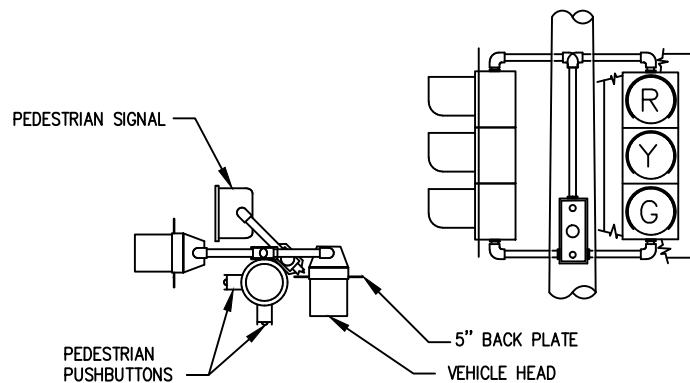
STANDARD DRAWING  
NO. IF-1114A



DRILL AND TAP POLE FOR 1/2" CAP SCREWS TO FIT TERMINAL COMPARTMENT MOUNTING BRACKET. (TYPICAL POLE MOUNTING)

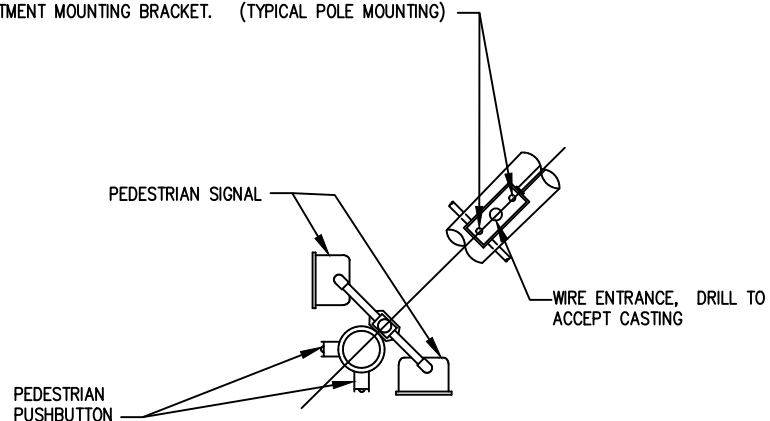


VIEW A-A  
(SD-1114)



### POLE MOUNTED HEADS FOR DUAL MAST ARM INSTALLATION

DRILL AND TAP POLE FOR 1/2" CAP SCREWS TO FIT TERMINAL COMPARTMENT MOUNTING BRACKET. (TYPICAL POLE MOUNTING)



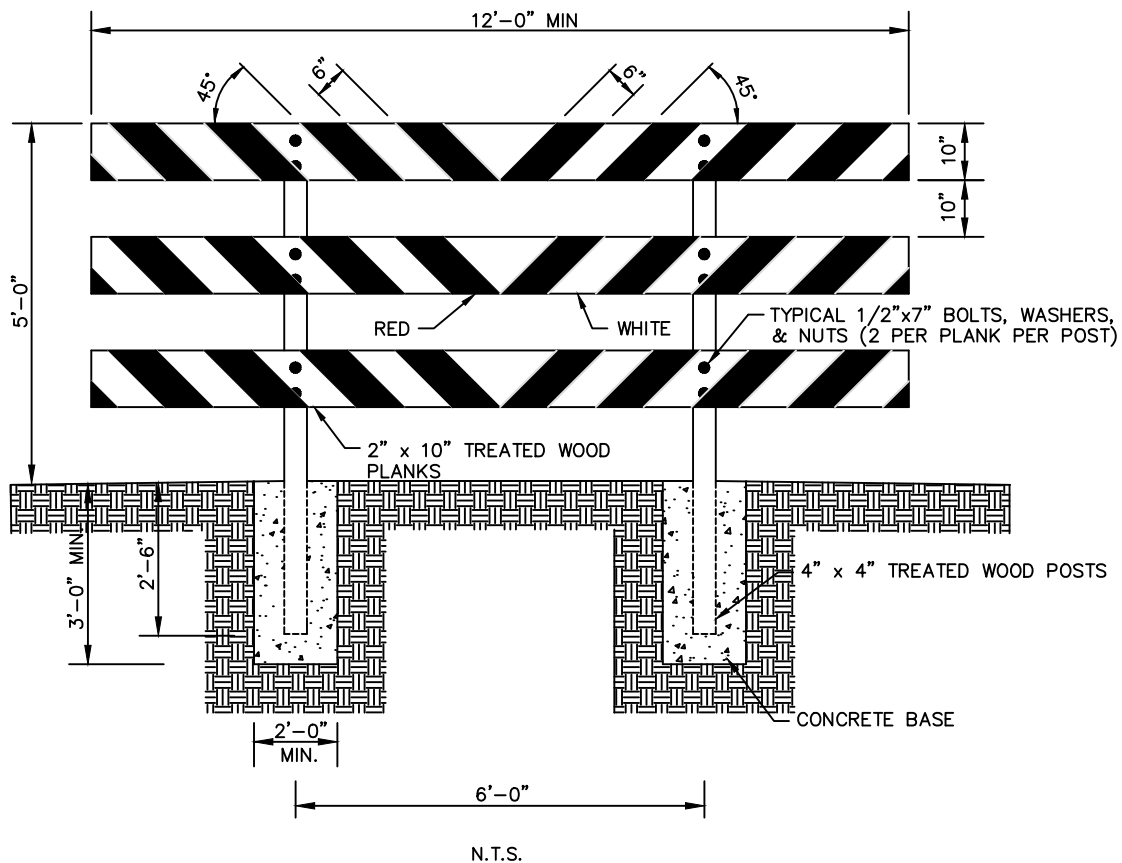
VIEW B-B  
(SD-1114)

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CITY OF IDAHO FALLS

TRAFFIC SIGNAL MAST  
ARM AND POLE DETAILS

STANDARD DRAWING  
NO. IF-1115



## NOTES:

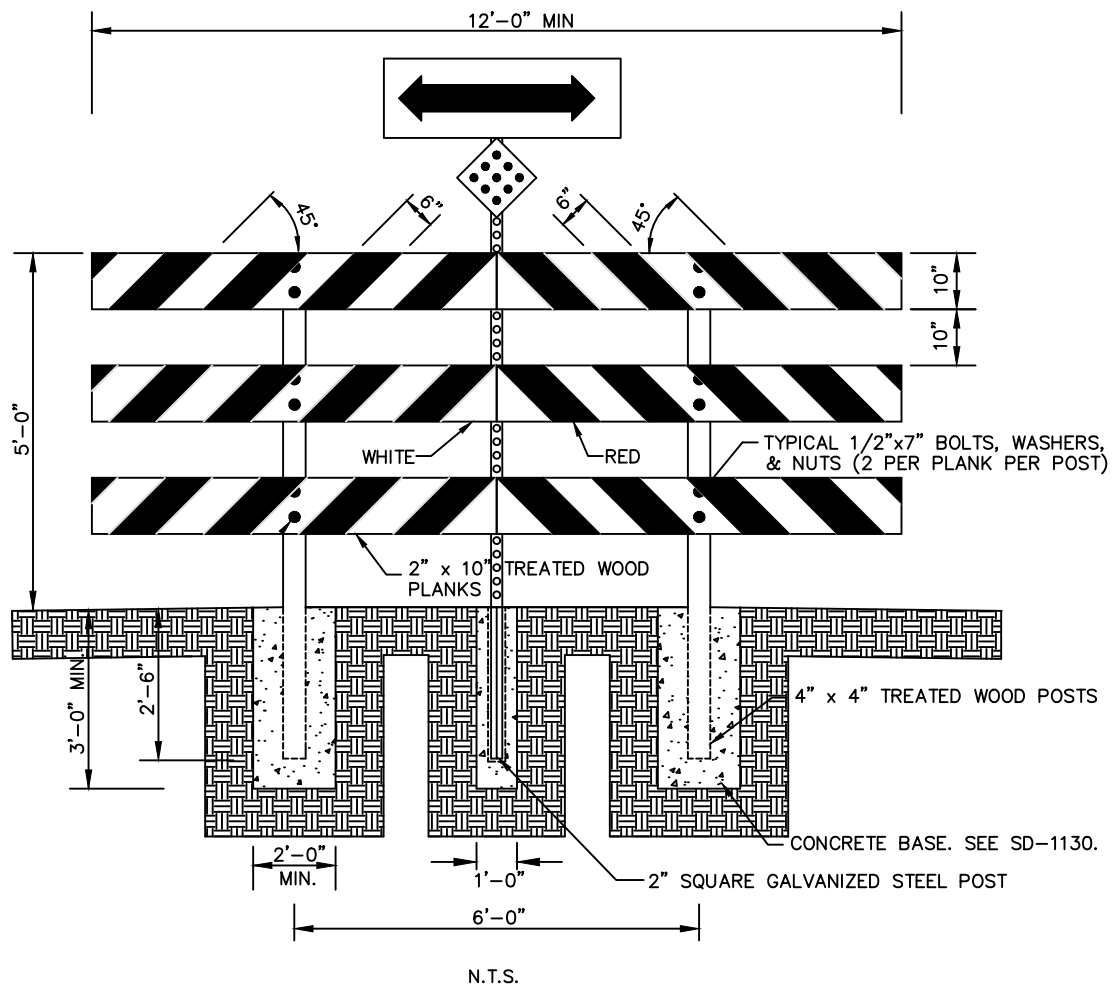
- (A) THE ABOVE BARRICADE SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR WHERE CALLED FOR ON THE PLANS.
- (B) MARKINGS FOR BARRICADE RAILS SHALL BE RED AND WHITE STRIPES (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
- (C) WHERE BARRICADE EXTENDS ENTIRELY ACROSS ROADWAY, IT IS DESIRABLE THAT THE STRIPES SLOPE DOWNWARD IN THE DIRECTION WHICH TRAFFIC MUST TURN IN DETOURING. WHERE BOTH RIGHT AND LEFT TURNS ARE PROVIDED FOR, THE CHEVRON STRIPPING MAY SLOPE DOWNWARD IN BOTH DIRECTIONS FROM THE CENTER OF THE BARRICADE.
- (D) THE ENTIRE AREA OF RED AND WHITE STRIPES SHALL BE REFLECTORIZED SO AS TO BE VISIBLE UNDER NORMAL ATMOSPHERIC CONDITIONS FROM A MINIMUM DISTANCE OF 1,000 FEET WHEN ILLUMINATED BY THE LOW BEAMS OF STANDARD AUTOMOBILE HEADLIGHTS.
- (E) FREE STANDING BARRICADES SHALL BE BUILT SIMILAR, BUT 4"x4" POSTS SHALL BE 5'-0" LONG AND SHALL HAVE 2" x 6" x 4'-0" LONG SUPPORTS SET 90° TO AND CENTERED ON POST FOR SUPPORT AND ATTACHED WITH 2-1/2"x7" BOLTS WITH WASHERS AND NUTS.
- (F) ALL SURFACES SHALL BE PAINTED WITH MINIMUM TWO COATS OF WHITE OIL BASE PAINT. ALL PAINTS SHALL BE REFLECTORIZED.
- (G) MARKINGS FOR TEMPORARY BARRICADE RAILS SHALL BE ORANGE AND WHITE STRIPES. SHALL BE REFLECTORIZED SO AS TO BE VISIBLE UNDER NORMAL ATMOSPHERIC CONDITIONS FROM A MINIMUM DISTANCE OF 1,000 FEET WHEN ILLUMINATED BY THE LOW BEAMS OF STANDARD AUTOMOBILE HEADLIGHTS.

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CITY OF IDAHO FALLS

# TYPE III BARRICADE DEAD END

STANDARD DRAWING  
NO. IF-1132A



## NOTES:

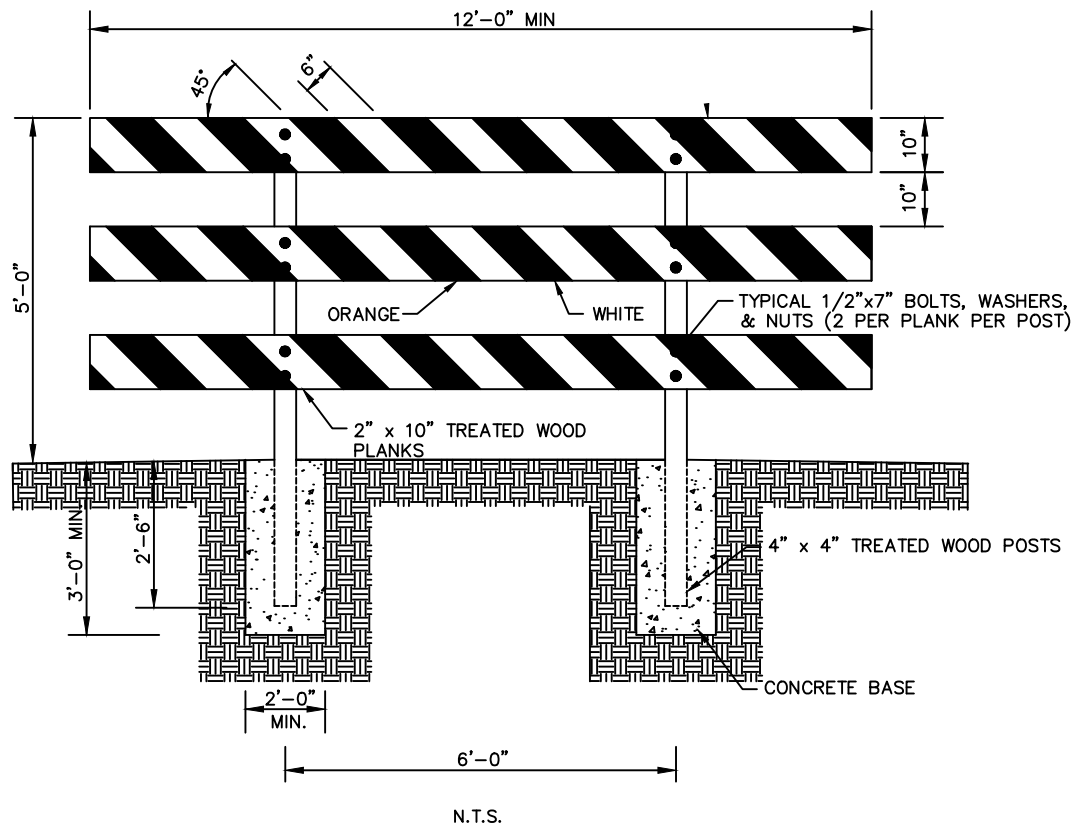
- (A) THE ABOVE BARRICADE SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR WHERE CALLED FOR ON THE PLANS.
- (B) MARKINGS FOR BARRICADE RAILS SHALL BE RED AND WHITE STRIPES (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
- (C) WHERE BARRICADE EXTENDS ENTIRELY ACROSS ROADWAY, IT IS DESIRABLE THAT THE STRIPES SLOPE DOWNWARD IN THE DIRECTION WHICH TRAFFIC MUST TURN IN DETOURING. WHERE BOTH RIGHT AND LEFT TURNS ARE PROVIDED FOR, THE CHEVRON STRIPPING MAY SLOPE DOWNWARD IN BOTH DIRECTIONS FROM THE CENTER OF THE BARRICADE.
- (D) THE ENTIRE AREA OF RED AND WHITE STRIPES SHALL BE REFLECTORIZED SO AS TO BE VISIBLE UNDER NORMAL ATMOSPHERIC CONDITIONS FROM A MINIMUM DISTANCE OF 1,000 FEET WHEN ILLUMINATED BY THE LOW BEAMS OF STANDARD AUTOMOBILE HEADLIGHTS.
- (E) FREE STANDING BARRICADES SHALL BE BUILT SIMILAR, BUT 4"x4" POSTS SHALL BE 5'-0" LONG AND SHALL HAVE 2" x 6" x 4'-0" LONG SUPPORTS SET 90° TO AND CENTERED ON POST FOR SUPPORT AND ATTACHED WITH 2-1/2"x7" BOLTS WITH WASHERS AND NUTS.
- (F) ALL SURFACES SHALL BE PAINTED WITH MINIMUM TWO COATS OF WHITE OIL BASE PAINT. ALL PAINTS SHALL BE REFLECTORIZED.
- (G) MARKINGS FOR TEMPORARY BARRICADE RAILS SHALL BE ORANGE AND WHITE STRIPES (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).

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CITY OF IDAHO FALLS

## TYPE III BARRICADE "T" INTERSECTION

STANDARD DRAWING  
NO. IF-1132B



# NOTES:

- (A) THE ABOVE BARRICADE SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR WHERE CALLED FOR ON THE PLANS.
- (B) MARKINGS FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE STRIPES (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
- (C) WHERE BARRICADE EXTENDS ENTIRELY ACROSS ROADWAY, IT IS DESIRABLE THAT THE STRIPES SLOPE DOWNWARD IN THE DIRECTION WHICH TRAFFIC MUST TURN IN DETOURING. WHERE BOTH RIGHT AND LEFT TURNS ARE PROVIDED FOR, THE CHEVRON STRIPPING MAY SLOPE DOWNWARD IN BOTH DIRECTIONS FROM THE CENTER OF THE BARRICADE.
- (D) THE ENTIRE AREA OF RED AND WHITE STRIPES SHALL BE REFLECTORIZED SO AS TO BE VISIBLE UNDER NORMAL ATMOSPHERIC CONDITIONS FROM A MINIMUM DISTANCE OF 1,000 FEET WHEN ILLUMINATED BY THE LOW BEAMS OF STANDARD AUTOMOBILE HEADLIGHTS.
- (E) FREE STANDING BARRICADES SHALL BE BUILT SIMILAR, BUT 4"x4" POSTS SHALL BE 5'-0" LONG AND SHALL HAVE 2" x 6" x 4'-0" LONG SUPPORTS SET 90° TO AND CENTERED ON POST FOR SUPPORT AND ATTACHED WITH 2-1/2"x7" BOLTS WITH WASHERS AND NUTS.
- (F) ALL SURFACES SHALL BE PAINTED WITH MINIMUM TWO COATS OF WHITE OIL BASE PAINT. ALL PAINTS SHALL BE REFLECTORIZED..

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CITY OF IDAHO FALLS

TYPE III BARRICADE  
SIDE OF ROADWAY

STANDARD DRAWING  
NO. IF-1132C

**CITY OF IDAHO FALLS**

**SUPPLEMENTAL SPECIFICATIONS TO  
THE ISPWC**

**DIVISION 2000 – Miscellaneous**

# **CITY OF IDAHO FALLS SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC**

## Division 2000 – Miscellaneous

### Section 2020 – Survey Monuments Part 2.1 General

**Delete** items A, B, F and **insert** new Item A, B, F:

- A. Monuments to be of the quality, material, and dimensions shown on the Standard Drawing IF-2020A Standard Survey Monument Installation, the Contract Documents, and the Special Provisions.
- B. Cast Iron frames and covers over existing monuments to be of the quality, material, and dimensions shown on the Standard Drawing IF-2020B Valve Box for Existing Control Monuments, the Contract Documents and Special Provisions.
- F. Monuments per Section 50-1303 and or 54-1227 of the Idaho Code.

**Delete** Item G.

### Section 2020 – Survey Monuments Part 3.1 Reference Points

**Add** new item D:

- D. All other monuments to be approved in writing by City Surveyor.

### Section 2020 – Survey Monuments Part 3 Workmanship

**Delete** Parts 3.2, 3.3.

### Section 2020 – Survey Monuments Part 3.4 Standard Rebar Monument

**Add** new Item A:

- A. Install per Idaho Code and Drawing IF-2020A.

### Section 2020 – Survey Monuments Part 4.1 Measurement and Payment

**Delete** A and B.

## Section 2030 — Utility Adjustments, Part 2 Materials

**Insert** new Item 2.1.B:

- B. Grout: flowable fill per section 703.2.4.

## Section 2030 — Utility Adjustments, Part 3.1 Manholes, Storm Drains, and Valve Boxes

**Delete** Item F and **insert** new Item F:

- F. Adjust manholes, storm drains, and valve boxes to final grade and place asphalt collar after paving is completed and before chip sealing. Manhole asphalt collar in conformance with IF-2030B. Valve box asphalt collar in conformance with IF-404A.

## Section 2030 — Utility Adjustments, Part 3 Workmanship

**Add** new Part 3.5:

### 3.5. LOWER MANHOLE AND VALVE BOXES

- A. Ahead of milling lower all conflicting manholes such that the manholes are below the milling depth. Schedule the lowering of the manholes in a manner that minimizes the time between the lowering and milling operations.
- B. Ahead of milling lower all conflicting valve boxes such that the valve boxes are below the milling depth. Schedule the lowering of the valve boxes in a manner that minimizes the time between the lowering and milling operations.

## Section 2030 — Utility Adjustments, Part 4 Measurement and Payment

**Insert** new Items E, F and G:

- E. Lower Manhole: Measured by each manhole adjusted prior to milling operations.
  - 1. Bid Schedule Payment Reference: 2030.4.1.E.1.
  - 2. Bid Schedule Description: Lower Manhole...each (EA).
- F. Lower Valve Box: Measured by each valve box adjusted prior to milling operations.
  - 3. Bid Schedule Payment Reference: 2030.4.1.F.1.

4. Bid Schedule Description: Lower Valve Box...each (EA).
- G. Grout Pipe – Size \_\_\_\_ : By the linear foot for type and size of pipe measured along the horizontal centerline of the pipe. Work includes all labor, material and equipment required to grout pipe.
  1. Bid Schedule Payment Reference: 2030.4.1.G.1.
  2. Bid Schedule Description: Grout Pipe – Size \_\_\_\_ ...linear foot (LF).

#### Section 2040 – Fencing 2.1.C Chain Link Fabric

**Delete** Item 1 and **insert** new Item 1, 2 and 3:

1. Chain link fabric to be a 2-inch diamond mesh woven from coated wire minimum 9 gauge.
2. Fabric to have one selvage edge knuckled and one edge twisted and barbed. Fabric ASTM A 392, Class I.
3. Fence material to be heavily hot dip galvanized after fabrication and meet requirements and be in conformance with AASHTO M 181 and ASTM A 153.

#### Section 2040 – Fencing 2.3 Posts

**Delete** Item C and **insert** new Item C:

- C. Zinc-coated steel. See Standard Drawing IF-2040I.

#### Section 2040 – Fencing Section 3.2 Construction Requirements

**Add** new Item M, and N:

- M. Remove and Reset Fence
  1. Remove existing fence and reinstall the fence in its proposed location once all work has been completed that would allow the fence to be reset. Use all necessary care during fence removal to ensure that it can be reset at the location shown in the plans. After the required contract work is complete in the vicinity of the fence location, replace and restore the fence to its original condition using either existing materials or other new or used materials of equal type and condition of the original fence.
  2. During the interval between removal and resetting the fence, provide sufficient temporary fencing as necessary.



## Section 2040 – Fencing 4.1 Measurement and Payment

### **Add** new Item D:

- D. Remove and Reset Fence, Type\_\_\_\_: per linear foot measured along the horizontal centerline of the fence through all braces and gates. Include full compensation for materials, labor and equipment necessary for completing the work and all appurtenances not itemized on the Bid Schedule.
  - 1. Bid Schedule Payment Reference: 2040.4.1.D.1.
  - 2. Bid Schedule Description: Remove & Reset Fence, Type \_\_\_\_...linear foot (LF).

## Division 2000 – Miscellaneous

### **Add** new Section 2052 Sprinkler System

#### SECTION 2052 — SPRINKLER SYSTEM

##### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Sprinkler system materials and installation.

##### 1.2 RELATED SECTIONS

- A. Section 901 — Pressure Irrigation Pipe and Fittings.

##### 1.3 SUBMITTALS

- A. Submit drawings for materials to be installed or furnished under this section.
- B. Submit manufacturer's certification that pipe, valves, sprinkler and appurtenances meet or exceed specified requirements.
- C. Submit manufacturer's installation instructions and maintain copy at the jobsite.

##### 1.4 PROJECT RECORD DOCUMENTS

- A. Accurately record actual locations of constructed sprinkler system including but not limited to sprinklers, valves, valves boxes, irrigation zones.

- B. Provide copy of record documents to Owner prior to issuance of substantial completion.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Handle and store pipe, fittings, valves and appurtenances in a manner which prevents shock, damage, or detrimental exposure to weather.

### PART 2 MATERIALS

#### 2.1 PIPE

- A. Material as shown on IF-2052.
- B. Do not use damaged or kinked pipe.

#### 2.2 CONNECTIONS FOR POLYETHYLENE PIPE

- A. Barbed insert fittings and stainless steel clamps as shown on drawings.

#### 2.3 WIRING

- A. 18 gauge braided for lengths up to 1000 feet.
- B. 14 gauge single strand for lengths greater than 1000 feet.

#### 2.5 SPRINKLER HEADS

- A. See parts list on Standard Drawing IF-2052.

### PART 3 WORKMANSHIP

#### 3.1 SPRINKLER SYSTEM INSTALLATION

- A. All design and work performed to be done by a licensed firm specializing in sprinkler systems. All materials used in the sprinkler system to be available in Idaho Falls for future maintenance. Verify all material sources with Engineer prior to bidding. Failure to do so will not relieve the Contractor from responsibility for furnishing and installing all materials in strict accordance with these requirements at the locations as shown on the plans or as directed by Engineer.
- B. File for a Sprinkler Permit for the installation of sprinkler systems. Perform all work in accordance with these specifications, current

rules, regulations, and other applicable State or local laws. Provide and install a backflow device in accordance with the requirements of the City Building Division.

- C. Design system to have adequate coverage. Adjust system as necessary to provide coverage, avoid existing fixed obstructions and minimize elevation changes in any lateral line.
- D. Install the system water supply in accordance with IF-2052. Changes require prior written approval from Engineer.
- E. Prepare accurate to scale "As-Built" drawings as installation proceeds and submit drawings in electronic form prior to final inspection. Final payment for sprinkler system will not be authorized until all drawings are complete, submitted and accepted by Engineer.
- F. During construction and storage, protect all materials from damage and prolonged exposure to sunlight. Replace or fix all damaged materials prior to final acceptance.
- G. Install controller, conduit, wiring and electric valves per the plans, Manufacturers recommendations and City Building Division requirements. Install electrical valves at the highest locations to prevent damage and allow access during periods of flooding. Place electrical valves in a plastic valve box with reinforced heavy-duty lock top or snap top plastic lids. Place valve 6 inches below the top of valve box. Place single valves in a round valve box minimum 10-inch diameter. Multiple valves may be installed in a single properly sized valve box, provided the valves are installed with sufficient clearance to allow removal without damage or removal of the box, other valves or lines. Set valve boxes to finish grade in landscape areas. Valve boxes must be notched to give a 2-inch minimum clearance from the main or lateral lines.

#### Irrigation System Definitions

|              |  |
|--------------|--|
| Service Line | Line from City water main to backflow device.                  |
| Main Line    | Line or lines from the backflow device to the electric valves. |
| Lateral Line | The lines from the electric valve to the last sprinkler head.  |

- H. Install main lines at a depth of 12 to 14 inches below finish grade. Install lateral lines at depth of 8 to 12 inches below finished grade. Install lateral lines using a sleeve when crossing asphalt or concrete. Do not cut continuous lateral lines for the installation of sprinklers.
- I. Install service line, including 2 inch Type K Copper from supply point to the point, as depicted in drawing IF-2052. Install a 2 inch

tee, with approved quick connect coupler at finish grade, between curb stop and the backflow device. Install backflow device in accordance with the City Building Division requirements. Install 2 inch galvanized pipe from backflow device between 12 to 14 inches below ground. Change from galvanized to plastic as shown in the Standard Drawings, any size reduction to occur at the same location. Use proper adapters for connecting dissimilar types of pipe.

- J. Adjust sprinkler heads in the lawn areas to proper grade when sod is sufficiently established to allow walking on it without appreciable damage. Adjust sprinkler heads for proper distribution and trim.
- K. When entire sprinkler system is completed and inspections and approvals by the City Building Division have been completed, submit copies of the approvals and request acceptance by Engineer. Where sprinkler system work does not comply repair and/or replace all material and perform all work then resubmit for approval by Building Division and acceptance by Engineer.

### 3.2 SPRINKLER SYSTEM REPAIR

- A. Remove sprinkler system where necessary to complete the required work.
- B. Remove and replace all sprinkler systems that are damaged as a result of construction.
- C. Upon completion of work restore sprinkler system as near to the original location as possible, or as necessary to provide coverage, and to the original condition using either existing materials or other new or used materials of equal type and condition as directed by Engineer. Restore system to equal or better in all respects and condition to the original sprinkler system.
- D. Prior to installation and/or removing existing sprinkler systems meet with affected property owner to discuss the extent of the work. Discuss the reinstallation of the sprinkler system, and jointly ascertain and agree upon the existing condition of any adjacent and surrounding objects, features, and facilities that may be affected by sprinkler system removal and installation.
- E. Repair all damage that may occur to any adjacent or surrounding objects, features or facilities. Preserve, protect, restore and/or replace such facilities so that after completion of the project all such facilities are in a condition as good as, or better than, their original condition.

PART 4 MEASUREMENT AND PAYMENT

- 4.1 Sprinkler System to be measured on a lump sum basis complete, in place, and fully operational as stated in these Specifications. Payment includes full compensation for all labor, materials, equipment and tools necessary to furnish, install, test and make ready for service the sprinkler system complete and in place as shown on the Standard Drawings, Plans, and as directed by the Engineer.
- A. Sprinkler System: On a lump sum basis for construction of a fully operational sprinkler system.
    - 1. Bid Schedule Payment Reference: 2052.4.1.A.1.
    - 2. Bid Schedule Description: Sprinkler System...lump sum (LS).
  - B. Repair Sprinkler System: On a lump sum basis for repair/reconstruction of existing sprinkler system to be fully operational per plans and directions of Engineer.
    - 1. Bid Schedule Payment Reference: 2052.4.1.B.1.
    - 2. Bid Schedule Description: Repair Sprinkler System...lump sum (LS).
  - C. Repair Sprinkler System: On a linear foot basis for repair/reconstruction of existing sprinkler system to be fully operational per plans and directions of Engineer.
    - 1. Bid Schedule Payment Reference: 2052.4.1.C.1.
    - 2. Bid Schedule Description: Repair Sprinkler System...linear foot (LF).

**Add new Section 2053 Sod**

SECTION 2053 — SOD

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Furnishing and placing sod.

1.2 DELIVERY, STORAGE, AND HANDLING

- A. Furnish all labor, equipment, tools and materials necessary to install sod as shown on the plans and directed by Engineer.

## PART 2 MATERIALS

### 2.1 SOD

- A. Merion, Park, Delta, or Windsor Kentucky Bluegrass, or combinations of approved fine textured grasses suitable for the area designated for sod and free of weeds.
- B. True to type and name in accordance with the Standard Plant Names, current edition, by the Editorial Committee of the American Joint Committee on Horticultural Nomenclature.
- C. Not less than ten months old, with prior approval at the supply source before cutting for delivery to the planting site. Sod showing evidence of improper handling or discoloration due to prolonged storage prior to delivery will be rejected.

### 2.2 FERTILIZER

- A. Of neutral character, with some elements derived from organic sources and containing a percentage of nitrogen required to provide 3/4 to 1 pound of actual nitrogen per 1,000 square feet of lawn area and not more than 4% phosphorus.
- B. Nitrogen in a form that will be available to lawn during initial period of growth; at least 50% nitrogen to be organic form.

## PART 3 WORKMANSHIP

### 3.1 PLACEMENT

- A. Fine grade and roll topsoil (minimum topsoil depth of 4 inches) to provide a fine textured, smooth and firm surface, free of weeds, footprints, undulations or irregularities. Finished grade of the sod bed to be 1 - 1 ¼ inches below the finished grade of the adjacent curbs and/or sidewalks to permit the placing of the sod to final grade. Additional topsoil may be required to establish this finished grade requirement.
- B. Cut individual sod pieces in a uniform size with square corners at a uniform depth of one to one and one-quarter (1 - 1 ¼) inches. Lay the first row of sod in a straight line and subsequent rows placed parallel to and tightly against each other. Stagger lateral joints. Ensure that the sod is not stretched or overlapped, and that all joints are butted tightly. After placing sod, roll the lawn diagonally and water heavily.
- C. Establishment period for the sod lawn consists of: (1) protecting the sodded areas from trespass and other damages; (2) promoting

the growth of the grass sod; (3) mowing; (4) removing clippings, weeds, litter and debris; and (5) reconditioning and/or replacing any sod which for any reason fails to show a healthy growth of the grass sod.

- D. Water sodded areas at such times and with such frequency as is in accordance with good horticultural practices under the prevailing conditions.
- E. Mow the grass when it has attained a height between three and one-half and four and one-quarter (3-½ and 4-1/4) inches, and when the ground is sufficiently firm to prevent rutting. Mow the grass to a height of three (3) inches. Repeat as necessary to not remove more than one-third (1/3) of overall grass height in a single cutting and not cut less than three (3) inches in grass height.
- F. Do not allow the clippings to smother or retard grass growth. Weed and remove noxious vegetation individually or using a blanket treatment in accordance with accepted lawn care practices to achieve the appearance of a healthy and well cared for lawn of uniform color, texture and condition, free of weeds.

#### PART 4 MEASUREMENT AND PAYMENT

- 4.1 Sod to be measured on a square yard (SY) basis complete in place. Payment includes full compensation for all labor, materials (including topsoil), equipment and tools necessary to furnish and install sod as shown on the Standard Drawings, Plans, and as directed by the Engineer.

- A. Sod: On a square yard basis for the placement of sod.
  - 1. Bid Schedule Payment Reference: 2053.4.1.A.1.
  - 2. Bid Schedule Description: Sod... square yard (SY).

#### **Add** new Section 2054 Structural Soil

#### SECTION 2054 — STRUCTURAL SOIL

##### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Structural Soil materials and placement.

##### 1.2 DELIVERY, STORAGE, AND HANDLING

- A. Furnish all labor, equipment, tools and materials necessary to furnish and install structural soil as shown on the plans and directed by Engineer.

PART 2 MATERIALS

2.1 STRUCTURAL SOIL

- A. CU-Structural Soil® or approved equal.

PART 3 WORKMANSHIP

3.1 PLACEMENT

- A. Dimensions as shown on the Plans or as directed by Engineer. Minimum depth 36 inches unless otherwise approved by Engineer.

PART 4 MEASUREMENT AND PAYMENT

- 4.1 Structural soil to be measured on a cubic yard (CY) basis complete in place. Payment includes full compensation for all labor, materials, equipment and tools necessary to furnish, haul, and place structural soil as shown on the Plans, and as directed by the Engineer.

- A. Structural Soil: On a cubic yard basis for the placement of structural soil.
  - 1. Bid Schedule Payment Reference: 2054.4.1.A.1.
  - 2. Bid Schedule Description: Structural Soil... cubic yard (CY).

**Add** new Section 2055 Decorative Rock

SECTION 2055 — DECORATIVE ROCK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Decorative Rock supply and placement.

1.2 DELIVERY, STORAGE, AND HANDLING

- A. Stockpile aggregate in an approved location.



- B. Stockpile, load, haul and place material in a manner which minimizes segregation and degradation.

## PART 2 MATERIALS

### 2.1 DESCRIPTION

- A. Fractured or non-fractured decorative aggregate meeting the required material, size, gradation and test results as shown on the plans.

## PART 3 WORKMANSHIP

### 3.1 PLACEMENT

- A. Minimum 3" depth or as shown on the Plans.

## PART 4 MEASUREMENT AND PAYMENT

- 4.1 Decorative rock measured on a cubic yard (CY) basis complete in place. Payment includes full compensation for all labor, materials, equipment and tools necessary to furnish, haul, and install decorative rock as shown on the Plans and as directed by the Engineer.

- A. Decorative Rock: On a cubic yard basis for placement.
  - 1. Bid Schedule Payment Reference: 2055.4.1.A.1.
  - 2. Bid Schedule Description: Decorative Rock Type \_\_\_\_... cubic yard (CY).

## **Add** new Section 2056 Trees/Shrubs

## SECTION 2056 – TREES/SHRUBS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Tree and shrub supplying, planting, and preparation.

#### 1.2 SUBMITTALS

- A. Submit a list of trees and shrubs to be installed under this section. Include in the list name, variety, size, and quality.

- B. Submit supplier's installation instructions and maintain copy at the jobsite.

#### 1.4 PROJECT RECORD DOCUMENTS

- A. Record locations and name of installed trees and shrubs.
- B. Provide copy of record documents to Owner prior to issuance of substantial completion.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver after preparations for planting have been completed and plant immediately. If planting is delayed more than (6) hours after delivery, set on the ground in shade, protect from weather and mechanical damage, and keep roots moist by protecting them with soil, wet peat moss, wet sawdust, or wet ground bark. Do not remove container-grown stock from containers until planting time. Label with a securely attached waterproof tag bearing legible designation of botanical and common name.

### PART 2 MATERIALS

#### 2.1 TREES/SHRUBS

- A. Provide all materials to complete the installation as shown on the Plans or as directed by Engineer. Substitutions will not be accepted unless approved in writing by Engineer. If specialized landscape material is not obtainable, submit to Engineer proof of no availability and proposal for use of equivalent material.
- B. Use trees and shrubs grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, vigorous stock grown under climatic conditions similar to conditions in the locality of the project and free of disease, insects, eggs, larvae, and defects such as knots, sunscald, injuries, abrasions, or disfigurement, with well-developed root systems.
- C. Do not prune prior to delivery. Do not bend or bind-tie trees in such a manner as to damage bark, break branches, or destroy natural shape. Provide protective covering during delivery.

#### 2.1 PLANTING MULCH

- A. Ground fir, spruce or hemlock, free from weed seeds, tannin, or other compounds detrimental to tree life. Mulch size range ¼" to 1", with a maximum of 50 percent passing a ½" screen.

## PART 3 WORKMANSHIP

### 3.1 TREE/SHRUB PLANTING

- A. Provide good quality topsoil (or structural soil where specified) prior to the installation of the landscaping. Soil material to be approved prior to delivering to the job site. Install soil using a method to provide adequate compaction while providing a suitable planting medium. Exercise care to insure the proper support and protection for the sprinkler system.
- B. Stake tree/shrub locations and secure Engineer's acceptance prior to planting. Make minor adjustments as directed.
- C. Proceed with and complete tree planting work as rapidly as portions of the site become available, working within the seasonal limitations for the kind of tree planting required. Determine location of underground utilities and perform work in a manner that will avoid possible damage.
- D. Hand excavate, as required, to minimize possibility of damage to underground utilities. Excavate circular pits with vertical sides and with bottom of excavation slightly raised at center, to provide proper drainage, and loosen hard topsoil in bottom of excavations. Fill excavations for trees with water and allow water to percolate out before planting.
- E. For balled and bur lapped (B&B) tree/shrub, make excavations at least twice as wide as the ball diameter and equal to the ball depth, and loosen approximately four (4) to six (6) inches of the compacted topsoil below the bottom of the excavation.

### 3.2 TREE/SHRUB PLANTING

- A. Plant materials true to name and variety established by the American Joint Committee on Horticultural Nomenclature "Standardized Plant Names," latest edition. The trees to comply with the recommendations and requirements of ANSI Z60.1 "Standard for Nursery Stock" and as further specified. Trees/Shrubs to conform to state and federal laws relating to inspection for diseases and insect infestation, and to the American Standard for Nursery Stock. Trees to be first class representatives of the species or variety.
- B. Plant trees/shrubs of the sizes shown or specified in the Plans. Trees/Shrubs of larger size may be used if acceptable to the Engineer, and if sizes of roots or containers are increased proportionately. Use of such trees not to increase the contract

price. Use tree size with branching configuration recommended by ANSI Z60.1 for type and species required.

- C. Engineer reserves the right to inspect the trees/shrubs, either at a place of growth or at site before planting, for compliance with requirements for name, variety, size, and quality. Upon completion of the work and prior to the final acceptance, present to Engineer, for a final check as to conformance to these specifications, invoices or written statements from the suppliers showing the name(s) of materials received or shipped.
- D. Set B&B stock on layer of compacted topsoil soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. When set, place additional topsoil/structural soil around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately two-thirds (2/3) full, apply water before installing remainder of backfill. Remove burlap from around base of tree approximately two-thirds (2/3) down the ball and open to sides of the ball.
- E. Set container grown stock as specified for B&B stock, except cut cans on two (2) sides with an approved can cutter and remove bottoms of wooden boxes after partial backfilling so as not to damage root balls
- F. Dish top of backfill to allow for mulching and provide additional backfill berm around edge of excavations to form shallow saucer to collect water. In tree/shrub planted areas, provide not less than a two (2) inch thickness of mulch over the backfill, and finish level with adjacent sod. Prune, thin out and shape trees in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Engineer, do not cut tree leaders and remove only injured or dead branches from flowering trees, if any. Remove and replace excessively pruned or malformed stock resulting from improper pruning.
- G. Paint cuts over one-half (1/2) inch in size with standard tree/shrub paint or compound, covering exposed, living tissue. Use paint that is waterproof, antiseptic, adhesive, elastic, and free of kerosene, coal tar, creosote, and other substances harmful to plants. Do not use shellac.
- H. Stake trees with two (2) wood stakes driven two (2) feet into the ground with the portion extending above the ground approximately one-half (1/2) of trunk height. Stake one (1) foot from the trunk, fastened at approximately two-fifths (2/5) of trunk height with wire run through rubber hose.

PART 4 MEASUREMENT AND PAYMENT

- 4.1 Trees/Shrubs to be measured on per each basis complete, in place as stated in these Specifications. Payment includes full compensation for all labor, materials, equipment and tools necessary to furnish and install trees complete and in place as shown on the Plans, and as directed by the Engineer.
- A. Trees: Per each for the type and size of tree indicated on the bid schedule.
    - 1. Bid Schedule Payment Reference: 2056.4.1.A.1.
    - 2. Bid Schedule Description: Tree Type \_\_\_\_\_, Size \_\_\_\_\_...each (EA).
  - B. Shrubs: Per each for the type and size indicated on the bid schedule.
    - 1. Bid Schedule Payment Reference: 2056.4.1.B.1.
    - 2. Bid Schedule Description: Shrub Type \_\_\_\_\_, Size \_\_\_\_\_...each (EA).

**Add** new Section 2060 Asphalt Milling

SECTION 2060 – ASPHALT MILLING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Asphalt milling used to construct cold milling, edge treatment, and end treatment as defined within this section.

1.2 RELATED SECTIONS

- A. Section 802 – Crushed Aggregates
- B. Section 803 – Plant Mix Aggregates

PART 3 WORKMANSHIP

3.1 EQUIPMENT

- A. Designed to mill bituminous pavements without the addition of heat and the ability to plane Portland cement concrete patches where required in the bituminous pavement.
- B. Cutting drum to have a minimum of one-hundred twenty inches wide and equipped with carbide-tipped cutting teeth placed in a

- variable lacing pattern to produce the desired finish.
- C. Operating speeds from 0 to 40 feet per minute.
- D. Self-propelled and have the capability of spraying water at the cutting drum to minimize dust.
- E. Capable of removing material next to the gutter of the pavement being reconditioned and be designed so that the operator can at all times observe the milling operation without leaving the controls.
- F. Capable of adjusting for slope and depth. Maximum milling depth of 3 inches in one pass without producing fumes or smoke.
- G. Capable of discharging milled material to the front of the machine.

### 3.2 COLD MILLING

- A. Mill asphalt concrete pavement as dimensioned and as otherwise designated on the plans or as directed by Engineer.
- B. Cold milling to remove the designated variable depths of asphalt concrete to provide an overlay key at joints and over the width of the cold milled area.
- C. Additional widths of cold milling may be required at various locations as determined by Engineer.
- D. Surface of pavement to be uniformly rough grooved or ridged as directed by Engineer.
- E. Ramp all structures and vertical joints in the cold milled area which are transverse to through traffic and greater than 1-1/2 inches in height. Ramp to be temporary asphalt concrete pavement.
- F. Place ramps the same day as the cold milling and remove ramps the same day as permanent paving.
- G. Erect appropriate signage delineating the hazard to the traveling public.
- H. Maximum longitudinal and transverse variance allowed for the finished milling of ¼ inch in depth per 10 feet measured transversely or longitudinally. Correct all areas exceeding this maximum variance prior to paving, at no additional cost to the City.
- I. Minimum 50:1 (horizontal: vertical) slope for ramp.
- J. See Standard Drawing IF-2060.

### 3.3 EDGE TREATMENT

- A. Edge mill as shown in the Plans, as specified, and as directed by Engineer.

- B. Depth to be per Plans, Special Provisions or as directed by Engineer.
- C. Maximum longitudinal variance allowed for the finished milling of ¼ inch in depth per 10 feet measured longitudinally.
- D. See Standard Drawing IF-2060.

#### 3.4 END TREATMENT

- A. As shown in the Plans, as specified and as directed by Engineer.
- B. See Standard Drawing IF-2060.

#### 3.5 MILL TAILINGS

- A. Haul mill tailings to the City's yard located at 2530 Hemmert Avenue (or to other location if specified in Plans or Special Provisions) and stockpile at a location designated by Engineer. Mill tailings become the property of the City. The Contractor will not be required to supply a loader to pile the material. End-dump the material in the location designated in an orderly fashion.
- B. No separate payment will be made for hauling the material. All costs associated with this work shall be considered incidental to existing milling pay items designated for the project.

### PART 4 MEASUREMENT AND PAYMENT

- 4.1 Milling to include all tools, labor, materials, hauling of mill tailings, and equipment necessary to conduct milling as shown in the Plans, as directed by Engineer, and as specified.
  - A. Cold Milling: By the square yard.
    - 1. Bid Schedule Payment Reference: 2060.4.1.A.1.
    - 2. Bid Schedule Description: Cold Milling...square yard (SY).
  - B. Edge Treatment: By the linear foot.
    - 1. Bid Schedule Payment Reference: 2060.4.1.B.1.
    - 2. Bid Schedule Description: Edge Treatment...linear foot (LF).
  - C. End Treatment: By the linear foot.
    - 1. Bid Schedule Payment Reference: 2060.4.1.C.1.
    - 2. Bid Schedule Description: End Treatment...linear foot (LF).

**Add** new Section 2070 Modular Block Retaining Wall Units

#### SECTION 2070 — MODULAR BLOCK RETAINING WALL UNITS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Modular block supply and placement.

1.2 RELATED SECTIONS

- A. 2050 - Construction Geotextiles
- B. 204 - Structural Excavation and Compacting Backfill

1.3 REFERENCES

- A. ASTM C-90 and ASTM C-140

1.4 SUBMITALLS

- A. Submit product data for materials to be installed under this section.
- B. Submit manufacture's certification that block meets or exceed specified requirements.
- C. Submit manufacturer's installation instructions and maintain copy at the jobsite.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Handle and store block per manufacturer's recommendations and in manner which prevents damage.

PART 2 MATERIALS

2.1 MODULAR BLOCK

- A. Grey in color or custom color as specified in the Plans, Special Provision, or as directed by the Engineer.
- B. Sculptured Rock finish or as specified in the Plans, Special Provisions or as directed by the Engineer.
- C. Surfaces to be free of chips, cracks or other imperfections.
- D. Each block and geogrid layer to interlock to block layer below.

2.2 TOLERANCES

- A. Block to have a compressive strength of not less than three thousand (3000) pounds per square inch.



- B. Absorption eight (8) percent maximum for standard weight aggregate.
- C. Inter-unit shear strength four hundred (400) pounds per lineal foot minimum at two (2) pounds per square inch normal force.
- D. Geogrid unit peak connection strength six hundred (600) pounds per lineal foot minimum at two (2) pounds per square inch normal force.
- E. Maximum horizontal gap between erected units one-half (1/2) inch.

## PART 3 WORKMANSHIP

### 3.1 EXAMINATION

- A. Verify that site conditions are ready to receive work and field measurements are as shown on drawings.
- B. Beginning of installation means installer accepts existing conditions.

### 3.2 INSTALLATION

- A. Install block without damage to structural capacity, shape, or finish. Replace damaged block.
- B. Align and maintain uniform horizontal and vertical joints as block is installed.
- C. Maintain temporary bracing in place until final support is provided, Protect block from staining.

### 3.3 INSTALLATION TOLERANCES

- A. Install block level and plumb within tolerances.
- B. Maximum horizontal gap between erected units one-half (1/2) inch.
- C. Install the slope of the vertical wall face per the Standard Drawings or as suggested by the manufacturer.
- D. Modular block may be placed in a convex or concave alignment curve with a minimum radius of four (4) feet, not to exceed manufacturer's tolerances.

## PART 4 MEASUREMENT AND PAYMENT

- 4.1 Payment includes full compensation for all labor, materials, equipment and tools necessary to furnish, haul, and install modular block as shown on the Plans and as directed by the Engineer.

- A. Modular Block: On a square foot (SF) basis of exposed wall face, complete in place.
  - 1. Bid Schedule Payment Reference: 2070.4.1.A.1.
  - 2. Bid Schedule Description: Modular Block... square foot (SF).
- B. Modular Block: On a linear foot (LF) basis, complete in place.
  - 1. Bid Schedule Payment Reference: 2070.4.1.B.1.
  - 2. Bid Schedule Description: Modular Block... linear foot (LF).

**Add** new Section 2080 Handrail

SECTION 2080 — HANDRAIL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Handrail supply and placement.

1.2 REFERENCES

- A. ASTM B 429 Aluminum pipe and tubing
- B. ASTM B 209 Aluminum plates and sheets
- C. ASTM B 221 Aluminum rods, bars or shapes
- D. ASTM A 120 Steel railing materials welded or seamless
- E. ASTM A 365 Structural Steel
- F. ASTM 501 Tubular section of hot rolled mild steel
- G. American Welding Society Structural Welding Code AWS D1.1.

1.3 SUBMITALLS

- A. Submit product data for materials to be installed under this section.
- B. Submit shop drawings and /or product data for materials to be installed or furnished under this section.

PART 2 MATERIALS

2.1 HANDRAIL

- A. Aluminum conforming to the requirements of the Aluminum Association Standards.
- B. Aluminum rails and vertical support posts one and one-half inch

- diameter.
- C. Aluminum balusters three-quarter inch diameter.
- D. Steel welded or seamless steel pipe conforming to the requirements of ASTM A 120.
- E. Structural steel conforming to ASTM A 365.
- F. Steel tubular sections of hot rolled mild steel conforming to ASTM A 501.
- G. Steel rails and vertical support posts one and one-half inch diameter.
- H. Steel balusters three quarter inch diameter.

### PART 3 WORKMANSHIP

#### 3.1 EXAMINATION

- A. Rails, posts and balusters machine cut to provide a uniform length prior to assembly.

#### 3.2 INSTALLATION

- A. Install rails in accordance with the details shown on the plans and Standard Drawing IF-2080.
- B. Steel handrails – Field welds galvanized with such materials as “Galvalloy” or “Galvicon”.

### PART 4 MEASUREMENT AND PAYMENT

- 4.1 Handrail measured on a linear foot (LF) basis complete in place. Payment includes full compensation for all labor, materials, equipment and tools necessary to furnish, haul, and install handrail as shown on the Plans and as directed by the Engineer.

- A. Handrail: On a linear foot basis.
  - 1. Bid Schedule Payment Reference: 2080.4.1.A.1.
  - 2. Bid Schedule Description: Handrail... linear foot (LF).

### Division 2000 – Miscellaneous – Standard Drawings

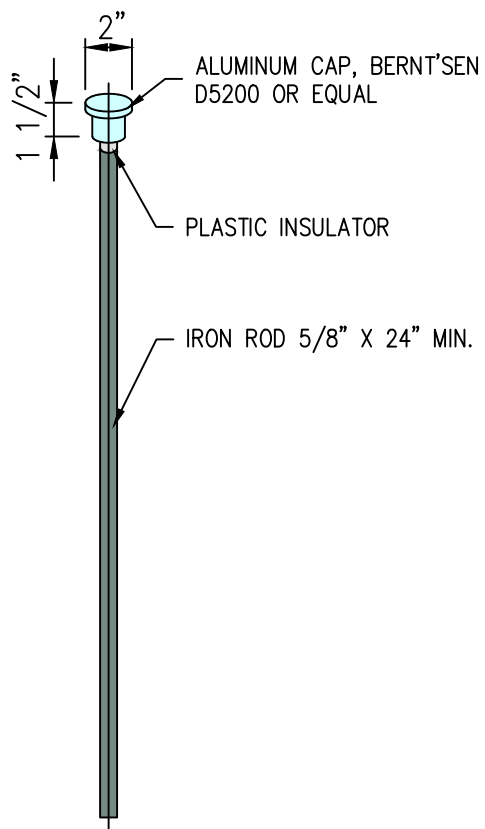
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Delete SD-2020A  
Delete SD-2020B

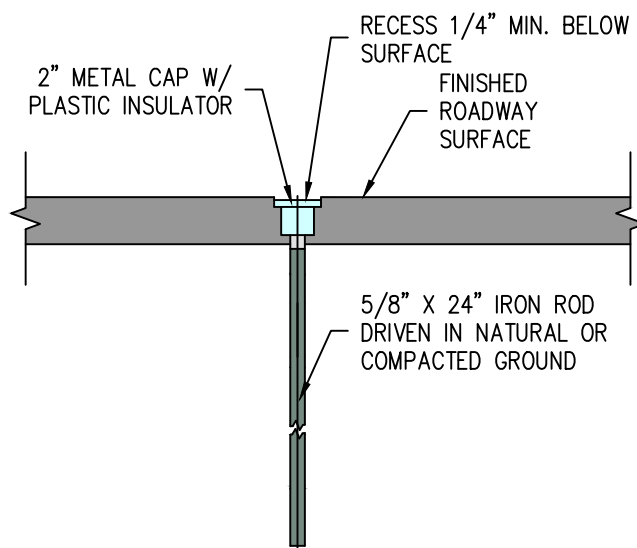
Delete SD-2020C  
Delete SD-2020D  
Delete SD-2020E  
Delete SD-2020I

**Add** the following Idaho Falls Standard Drawings:

Add IF-2020A  
Add IF-2020B  
Add IF-2030B  
Add IF-2030C  
Add IF-2040I (4 sheets)  
Add IF-2052 (5 sheets)  
Add IF-2060 (3 sheets)  
Add IF-2070  
Add IF-2080 (2 sheets)



MONUMENT  
DETAIL



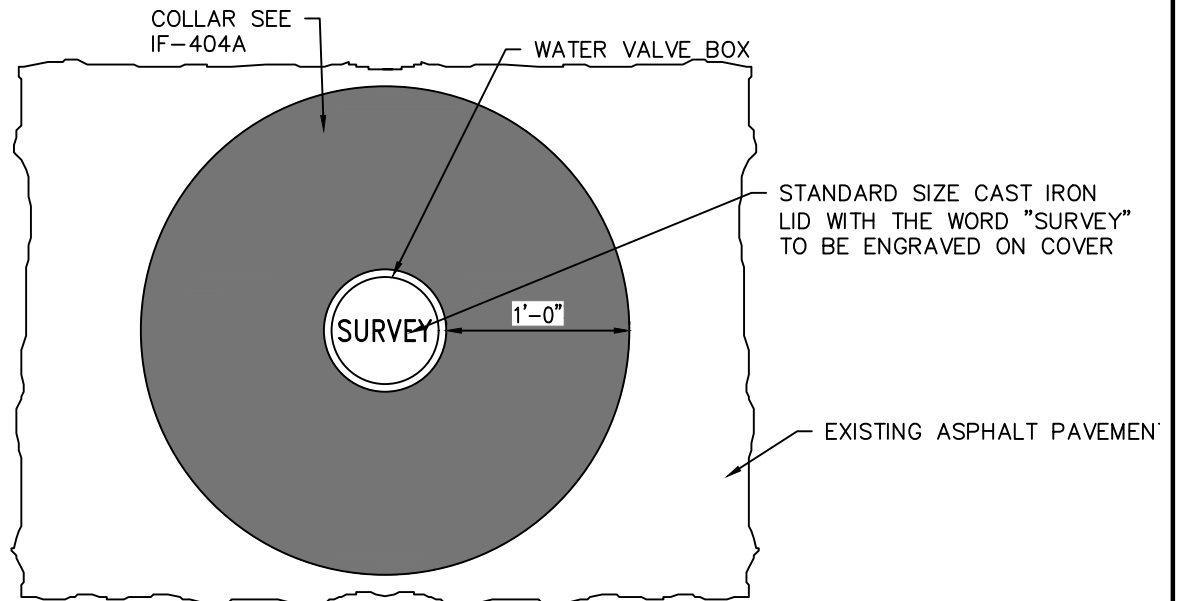
STREET MONUMENT INSTALLATION  
FOR STREET P.I.'S

2018 REVISION

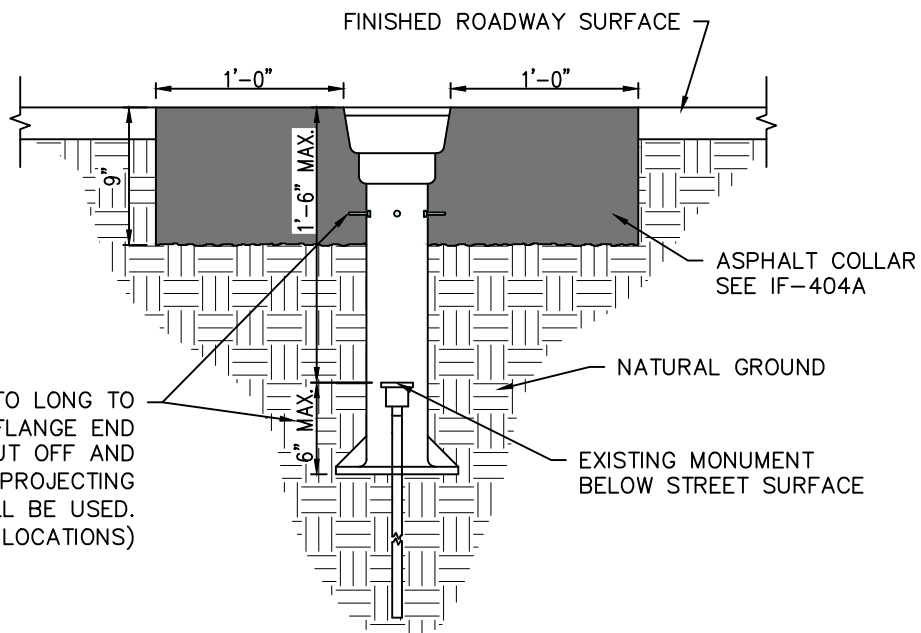
CITY OF IDAHO FALLS

STANDARD SURVEY  
MONUMENT INSTALLATION

STANDARD DRAWING  
NO. IF-2020A



**PLAN VIEW**

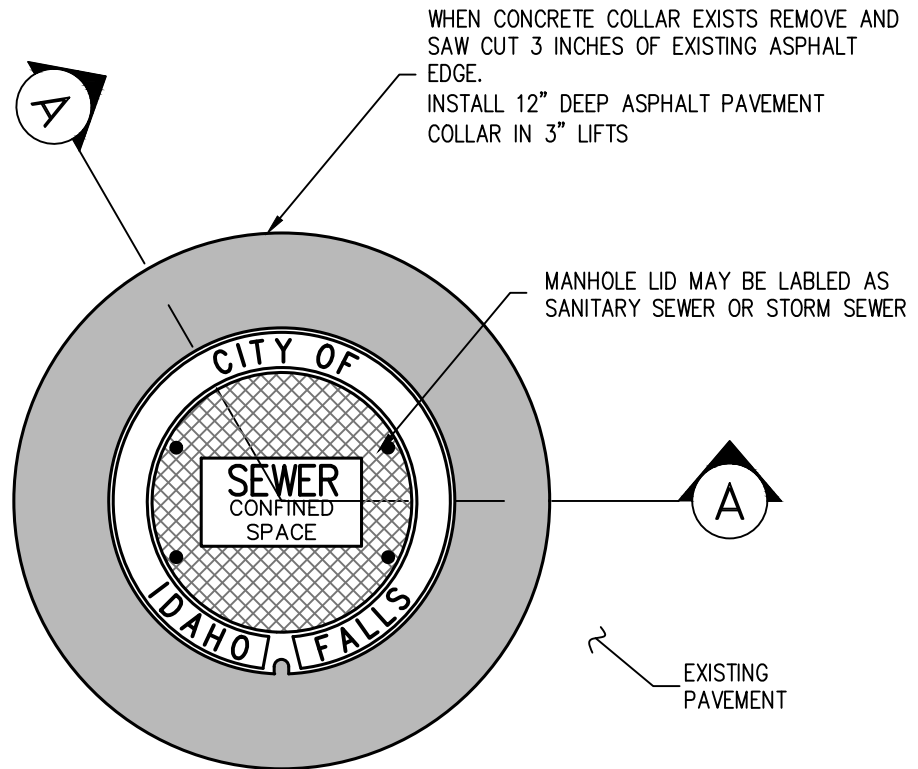


2018 REVISION

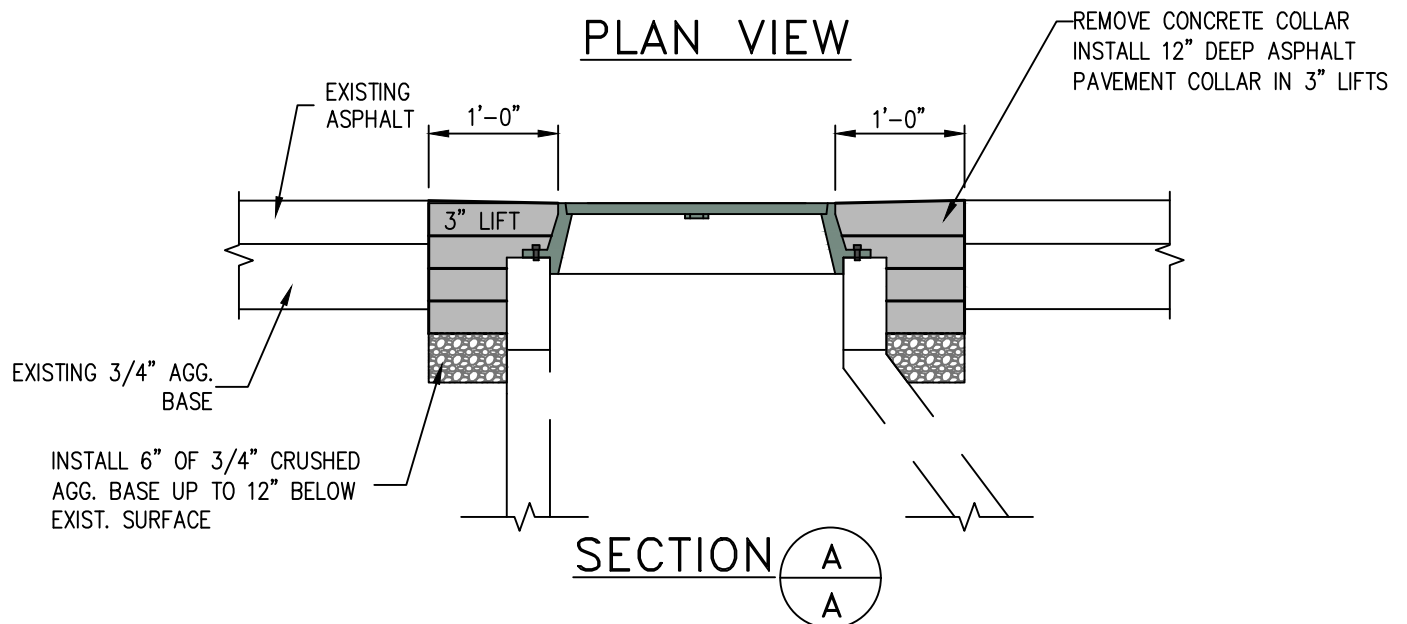
CITY OF IDAHO FALLS

# VALVE BOX FOR EXISTING CONTROL MONUMENTS

STANDARD DRAWING  
NO. IF-2020B



## PLAN VIEW



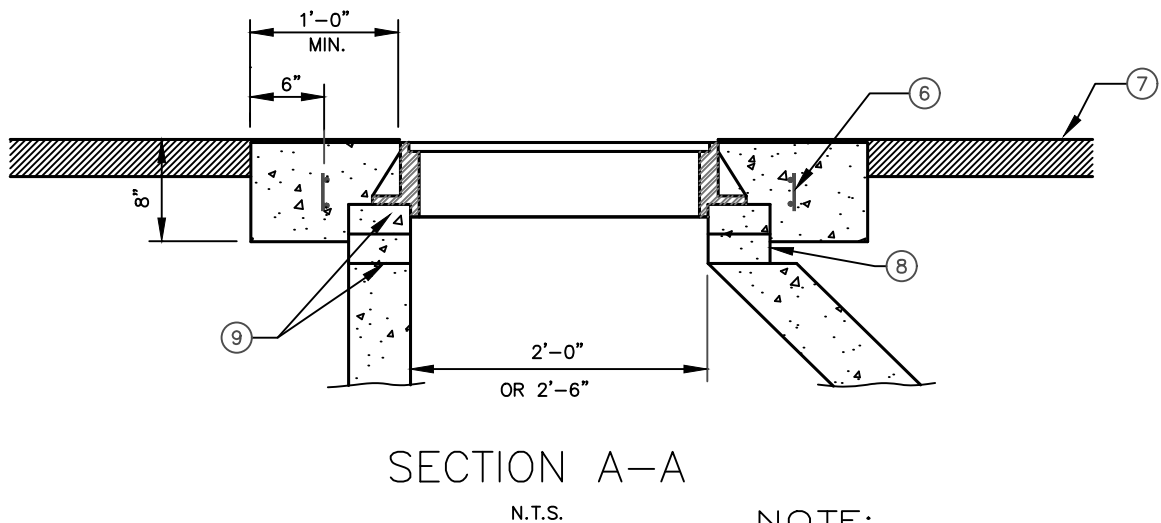
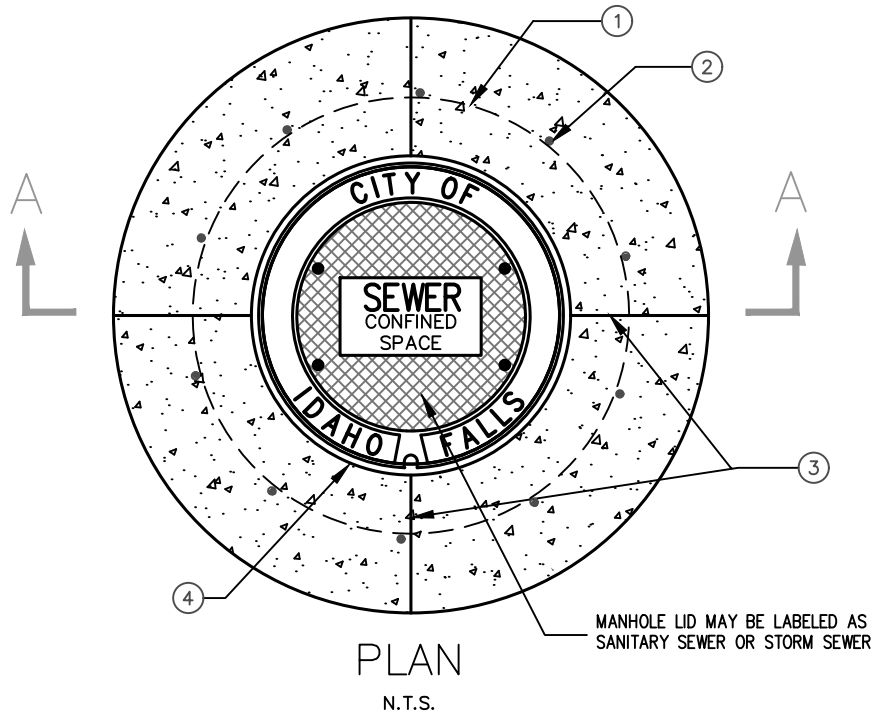
## DETAIL

2021 REVISION

CITY OF IDAHO FALLS

STANDARD MANHOLE  
ASPHALT COLLAR

STANDARD DRAWING  
NO. IF-2030B

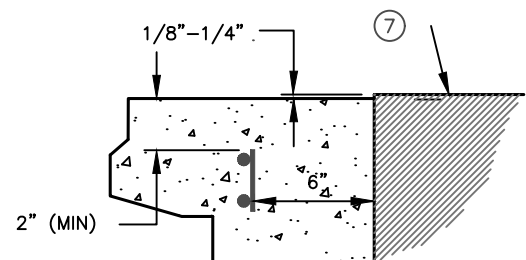


## LEGEND

- ① #4 REBAR HOOPS (2 EACH) SEE SECTION A-A.
- ② #4 REBAR AT 20" SPACING.
- ③ SCORES.
- ④ RIM.
- ⑤ NOT USED.
- ⑥ SEE "DETAIL A" FOR REBAR IN COLLAR.
- ⑦ FINISHED GRADE.
- ⑧ SEE OTHER STANDARD DRAWINGS OF MANHOLES FOR MAXIMUM HEIGHT.
- ⑨ GROUT BETWEEN RING AND COVER AND GRADE RINGS.

## NOTE:

- Ⓐ TOP OF COLLAR TO BE FLUSH WITH MANHOLE COVER.



2021 REVISION

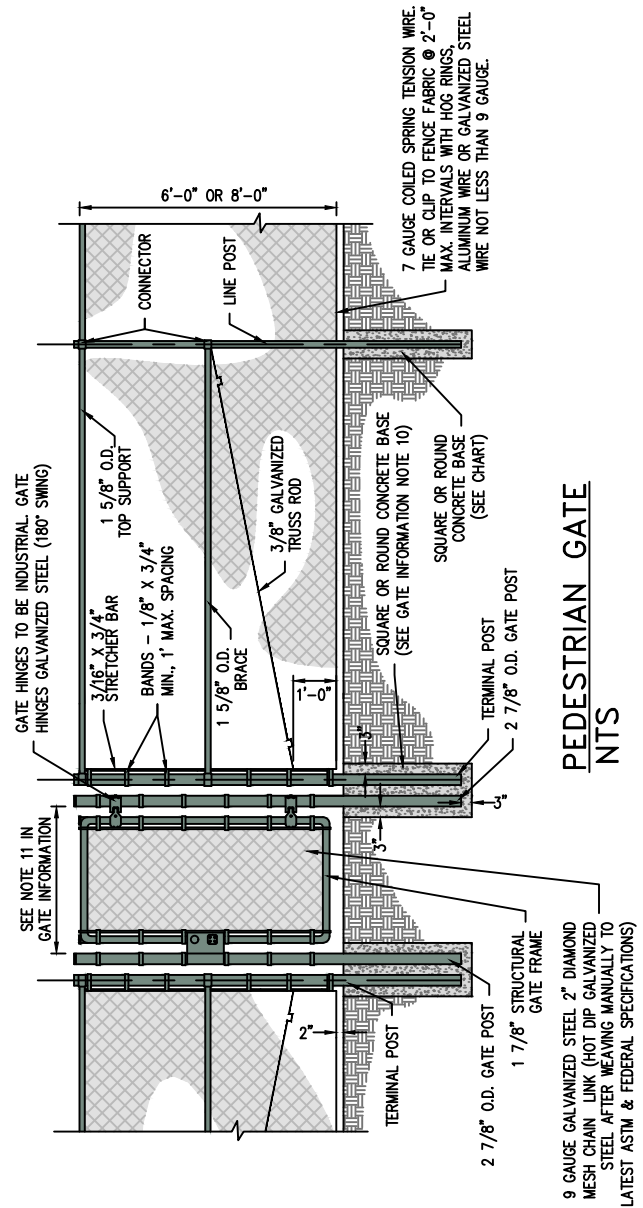
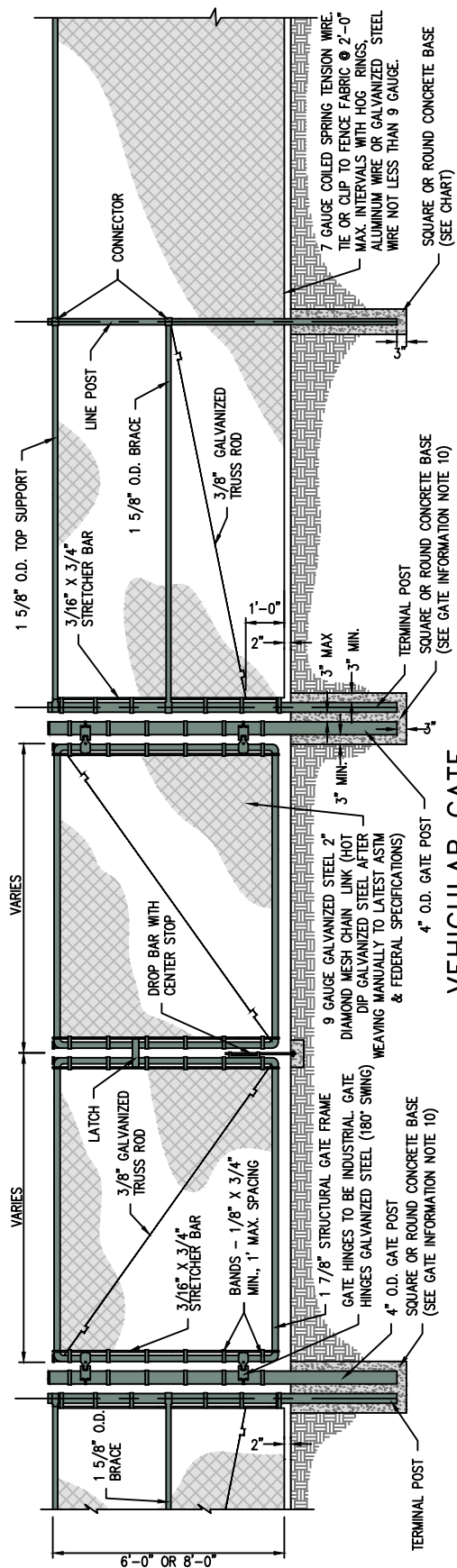
ENGINEER WRITTEN APPROVAL PRIOR TO INSTALL

CITY OF IDAHO FALLS

MANHOLE  
CONCRETE COLLAR

STANDARD DRAWING  
NO. IF-2030C



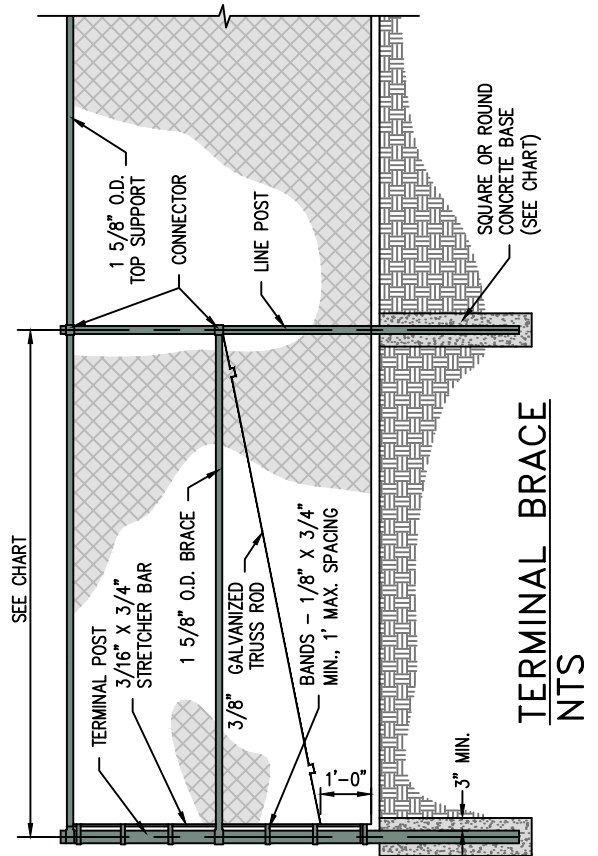
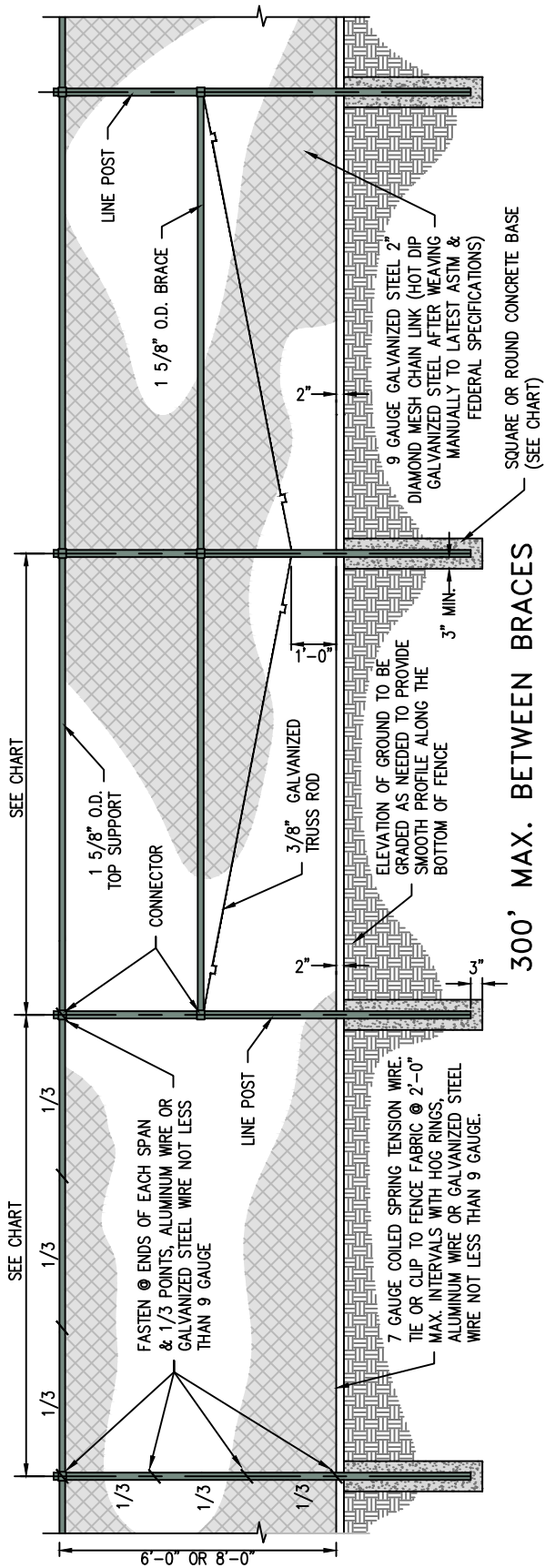


2021 REVISION

CITY OF IDAHO FALLS

CHAIN LINK  
FENCE GATE

STANDARD DRAWING  
NO. IF-2040I  
Sheet 1 of 4

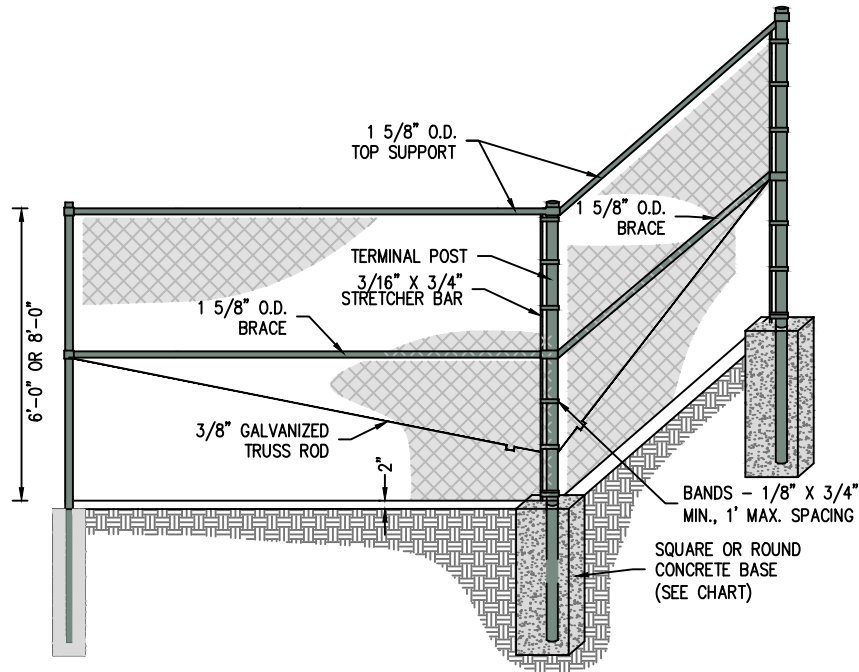


2021 REVISION

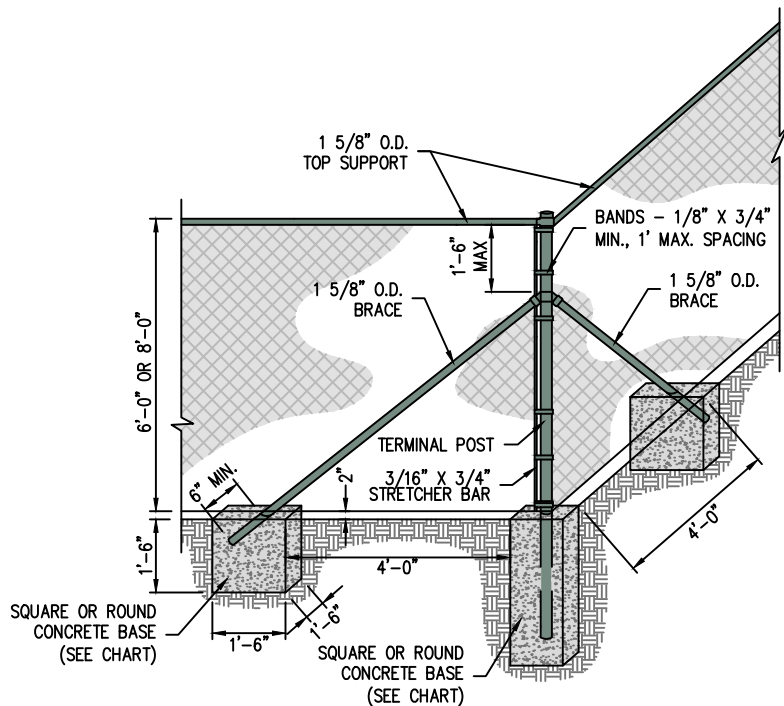
CITY OF IDAHO FALLS

# CHAIN LINK FENCE LINE/TERMINAL BRACE

STANDARD DRAWING  
NO. IF-2040I  
Sheet 2 of 4



CORNER BRACE  
NTS



CORNER BRACE  
NTS

2021 REVISION

CITY OF IDAHO FALLS

CHAIN LINK FENCE  
CORNER BRACE

STANDARD DRAWING  
NO. IF-2040I  
Sheet 3 of 4

## GATE INFORMATION:

1. ALL GATES TO BE FURNISHED WITH SUITABLE LENGTH OF DOUBLE O, ZINC COATED, PASSING LINK CHAIN AND LOCK.
2. CHAIN TO BE FASTENED SECURELY TO UNHINGED GATE POST AT POSITIONS TO BE DETERMINED BY THE CITY ENGINEER.
3. MASTER KEYS WILL BE FURNISHED FOR ALL LOCKS.
4. CHAIN AND LOCK MENTIONED ABOVE TO BE USED ALONG WITH REGULAR TYPE GATE CATCH FOR LOCKING DEVICE.
5. ALL GATES ARE TO BE FURNISHED ACCORDING TO THE PLANS OR AN APPROVED EQUAL AS DETERMINED BY THE CITY ENGINEER.
6. ALL GATES ARE TO BE INDUSTRIAL 9-GAUGE, OR APPROVED EQUAL.
7. THE GATES SHALL BE HUNG ON GATE FITTINGS AS SHOWN OR AS APPROVED ON THE SHOP DRAWINGS OF THE GATES.
8. HINGES TO BE INDUSTRIAL TYPE, OR APPROVED EQUAL.
9. ALL CONCRETE USED FOR POSTS SHALL BE CITY'S CLASS 4 AND THE QUANTITY SHALL BE INCLUDED IN THE OTHER FENCE ITEMS.
10. VEHICULAR GATE POSTS SHALL BE 4"  $\phi$ , PEDESTRIAN GATE POST SHALL BE 2 7/8"  $\phi$ . BOTH SHALL BE SCHEDULE 40 AND SHALL HAVE AN 18"  $\phi$  X 3'6" CONCRETE FOOTING IN CONJUNCTION WITH TERMINAL POST FOR BOTH 8'-0" AND 6'-0" FENCE HEIGHTS.
11. GATE OPENING SHALL BE A MINIMUM OF 3'-0" IN WIDTH WITH GATE AT A 90° ANGLE FROM FENCE, OPENING IS THE CLEAR SPACE BETWEEN LATCHING MECHANISM AND DOOR AT A 90° ANGLE TO FENCE.

## GENERAL NOTES:

1. CORNER AND TERMINAL POSTS TO BE SCHEDULE 40.
2. LINE POST TO BE SCHEDULE 40.
3. ALL FENCING, POSTS, GATES, INSTALLATION WORK, ETC., SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SPECIAL PROVISIONS OR AS DETERMINED BY THE CITY ENGINEER.
4. CONCRETE FOR POSTS SHALL BE THOROUGHLY COMPACTED AROUND POST BY TAMPING OR VIBRATING AND SHALL HAVE A SMOOTH FINISH, SLIGHTLY HIGHER THAN THE GROUND, SLOPED TO DRAIN AWAY FROM THE POST.
5. INSTALL ALL FENCING WITH "BARBED" ENDS ALONG TOP OF FENCE, UNLESS OTHERWISE NOTED.

## CHART

| City of Idaho Falls<br>Chain Link Fence Posts & Footing Requirements |                                 |  |              |  |
|--|---------------------------------|--|--------------|--|
| Fence Height   | Fence Type (9 Gauge Chain Link) | Line Posts & Terminal Post Size (Outside Dia.) | Post Spacing | Conc. Ftg. (Dia. x Depth)                |
| 8 Ft.  | With Vinyl Privacy Slats        | 3 1/2" $\phi$ Schedule 40                      | 8'-0" O.C.   | 12" $\phi$ x 4'-6"<br>16" $\phi$ x 3'-6" |
|  |                                 | 2 7/8" $\phi$ Schedule 40                      | 5'-0" O.C.   | 12" $\phi$ x 4'-6"<br>16" $\phi$ x 3'-0" |
| 8 Ft.  | Without Vinyl Privacy Slats     | 2 3/8" $\phi$ Schedule 40                      | 10'-0" O.C.  | 12" $\phi$ x 3'-0"                       |
| 6 Ft.  | With Vinyl Privacy Slats        | 2 7/8" $\phi$ Schedule 40                      | 10'-0" O.C.  | 12" $\phi$ x 4'-6"<br>16" $\phi$ x 3'-6" |
|  |                                 | 2 3/8" $\phi$ Schedule 40                      | 5'-0" O.C.   | 12" $\phi$ x 3'-6"                       |
| 6 Ft.  | Without Vinyl Privacy Slats     | 2 3/8" $\phi$ Schedule 40                      | 10'-0" O.C.  | 12" $\phi$ x 3'-0"                       |

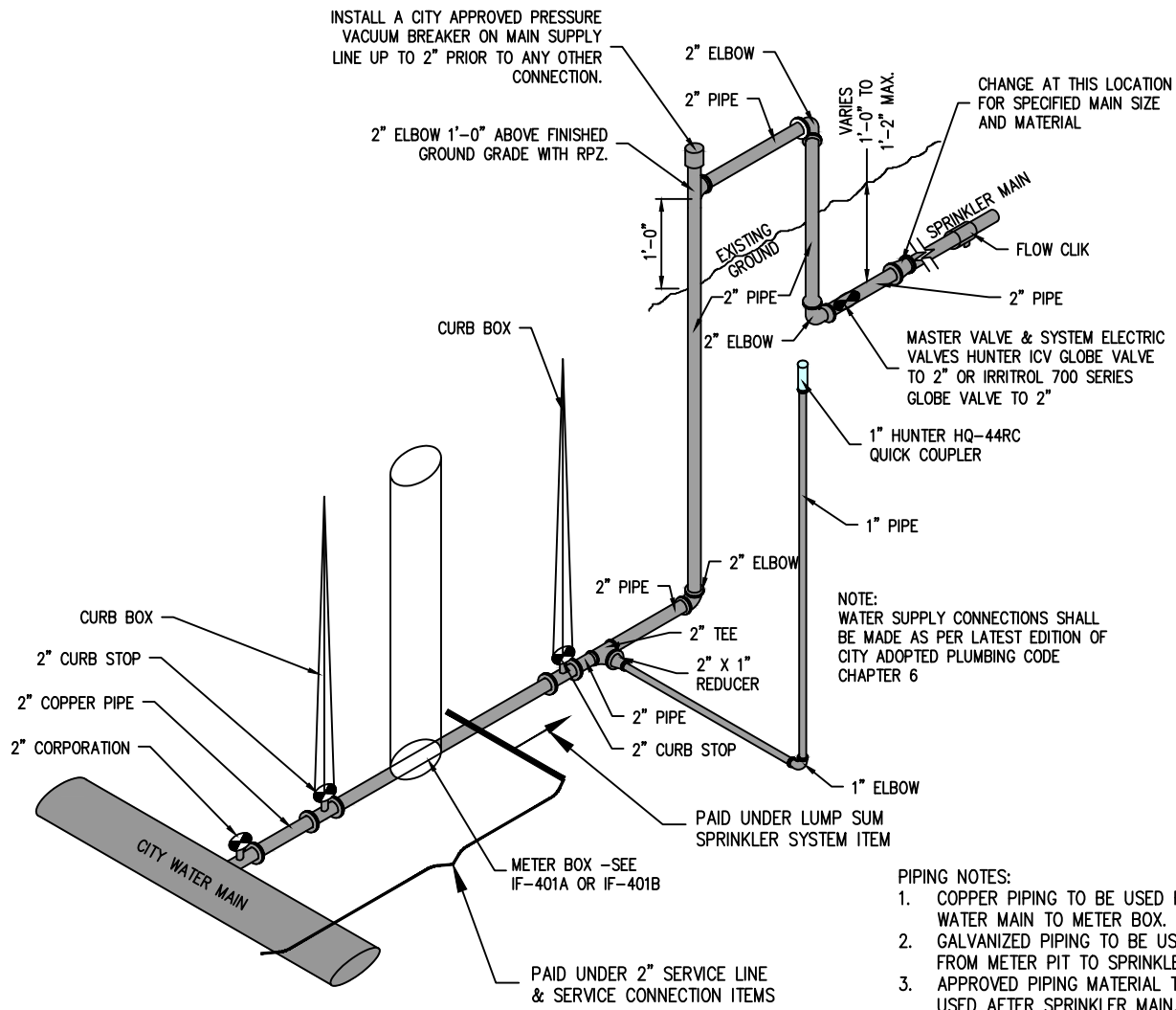
| CHAIN LINK FENCE GROUNDING TABLE   |     |                    |
|------------------------------------|-----|--------------------|
| FENCE DIST. FROM TRANSMISSION LINE | kV  | GROUNDING INTERVAL |
| 0' - 100'                          | 500 | 200'               |
| 100' - 200'                        | 500 | 500'               |
| 0' - 100'                          | 345 | 400'               |
| 100' - 150'                        | 345 | 1000'              |
| 50' - 100'                         | 230 | 500'               |

2021 REVISION

CITY OF IDAHO FALLS

CHAIN LINK FENCE GATE  
INFO., NOTES & CHART

STANDARD DRAWING  
NO. IF-2040I  
Sheet 4 of 4



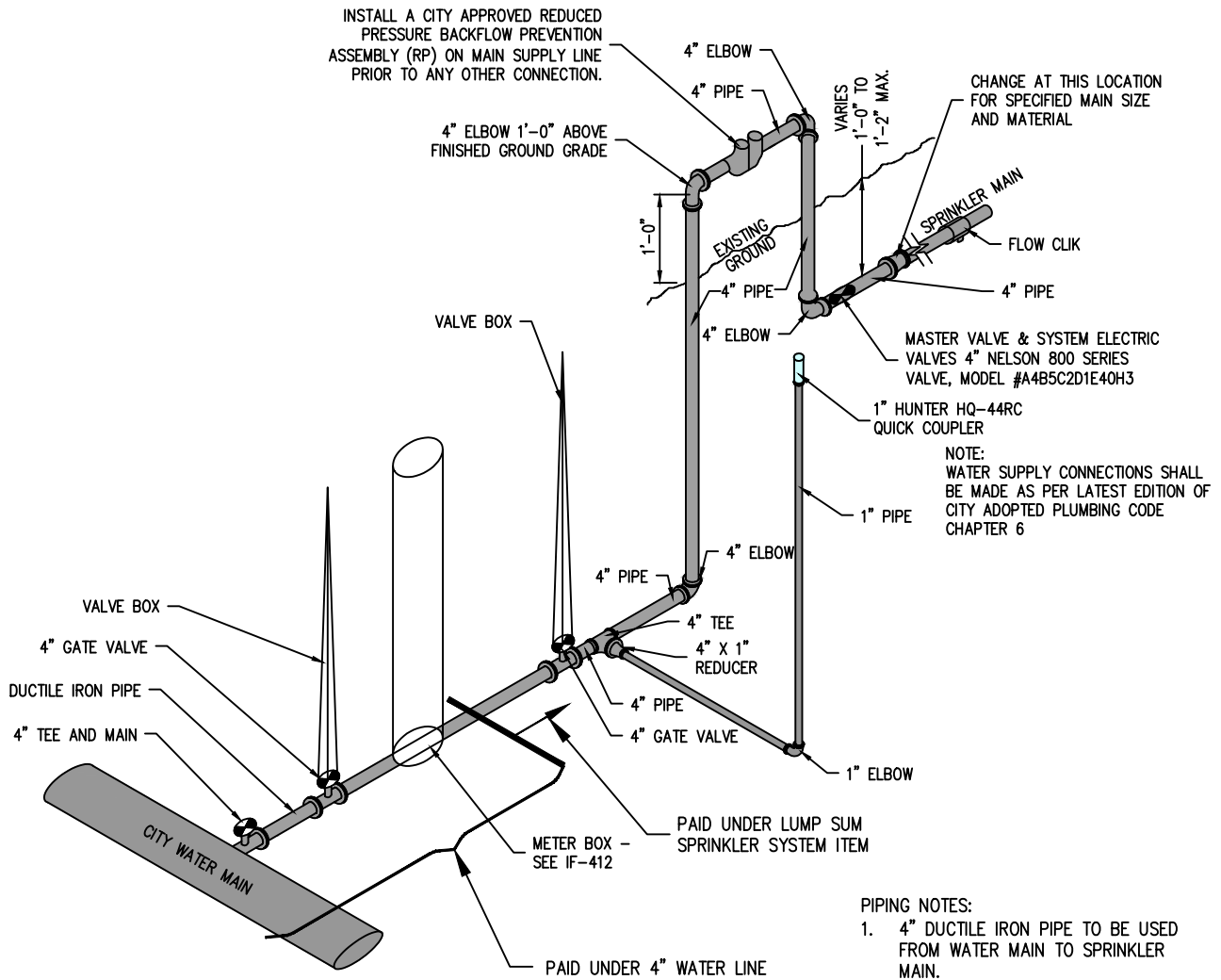
## WATER SUPPLY (UP TO 2")

2021 REVISION

CITY OF IDAHO FALLS

SPRINKLER SYSTEM

STANDARD DRAWING  
NO. IF-2052  
SHEET 1 OF 5



## WATER SUPPLY (4")

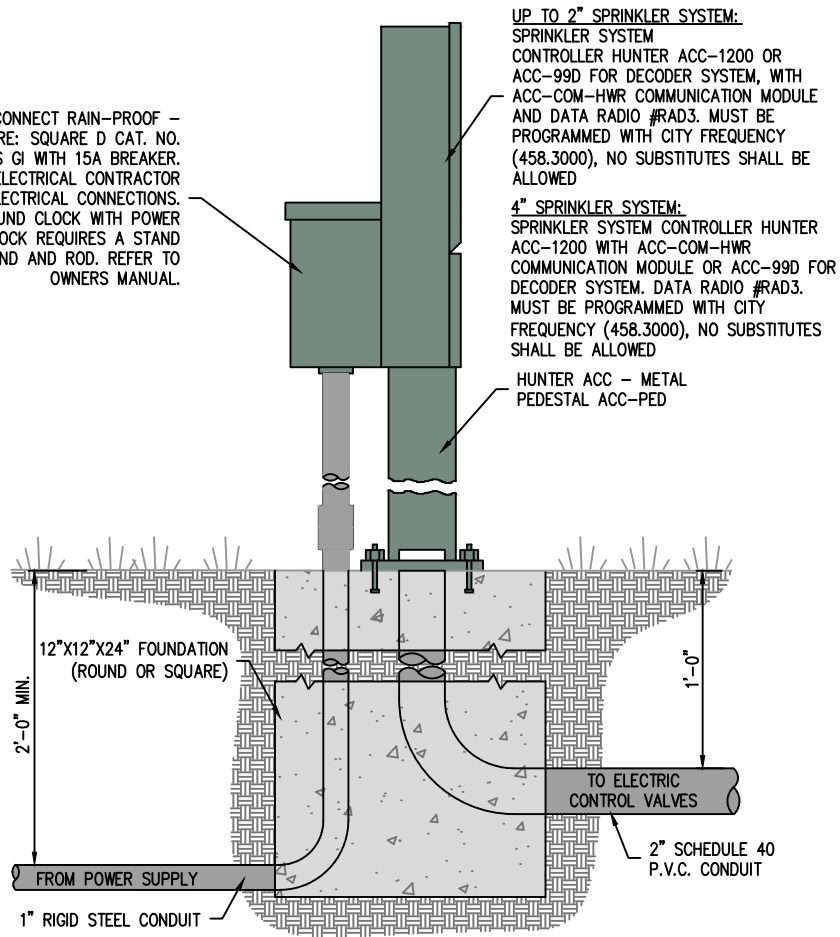
2021 REVISION

CITY OF IDAHO FALLS

SPRINKLER SYSTEM

STANDARD DRAWING  
NO. IF-2052  
SHEET 2 OF 5

MAIN POWER DISCONNECT RAIN-PROOF –  
TYPE 3R ENCLOSURE: SQUARE D CAT. NO.  
Q02-4L70R SERIES GI WITH 15A BREAKER.  
LICENSED ELECTRICAL CONTRACTOR  
REQUIRED FOR ELECTRICAL CONNECTIONS.  
DO NOT GROUND CLOCK WITH POWER  
SUPPLY. CLOCK REQUIRES A STAND  
ALONE GROUND AND ROD. REFER TO  
OWNERS MANUAL.



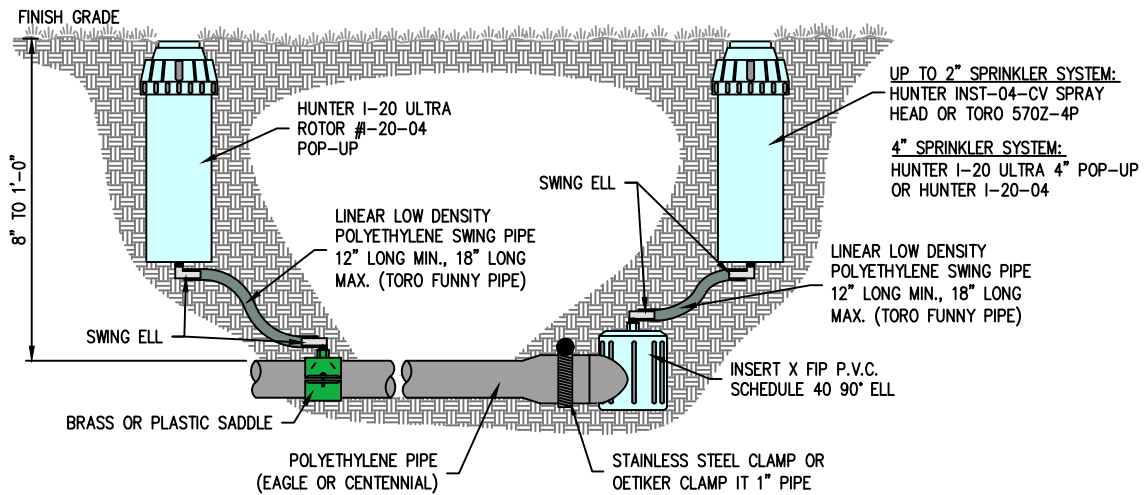
TYPICAL CONTROLLER, PEDESTAL & MAIN  
POWER DISCONNECT INSTALLATION

2021 REVISION

CITY OF IDAHO FALLS

SPRINKLER SYSTEM

STANDARD DRAWING  
NO. IF-2052  
SHEET 3 OF 5



## TYPICAL LATERAL LINE & HEAD INSTALLATION USING POLYETHYLENE PIPE & LOW DENSITY FUNNY PIPE

2021 REVISION

CITY OF IDAHO FALLS

# SPRINKLER SYSTEM

STANDARD DRAWING  
NO. **IF-2052**  
SHEET 4 OF 5



## SPRINKLER SYSTEM PARTS LIST

- PIPE – POLYETHYLENE –
  - MAIN LINES AND LATERALS – EAGLE OR CENTENNIAL
  - LATERALS 1-1/2" OR SMALLER
  - SCHEDULE 40 PVC – MAIN LINES ONLY
  - POLYETHYLENE SWING PIPE (FUNNY PIPE)
- VALVES (APPROPRIATE SIZE)
  - HUNTER ICV GLOBE
  - IRRITROL 700 SERIES ULTRA FLOW
- FLOW SENSOR BODY – HUNTER FCT (APPROPRIATE SIZE)
- SADDLES (APPROPRIATE SIZE)
  - BRASS
  - PLASTIC
- SPRAYS
  - HUNTER INSTITUTIONAL SPRAY –
  - HUNTER INST-04
  - TORO 570Z-4P-PRX
- SPRINKLERS
  - ROTORS HUNTER I-20 ULTRA
  - HUNTER I-20 ADV
  - HUNTER I-20 36V
- CONTROL WIRE
  - 18 GAUGE BRAIDED (1000 FT. OR LESS)
  - 14 GAUGE SINGLE STRAND (OVER 1000 FT.)
- PEDESTAL – HUNTER ACC-PED
- COMMUNICATION MODULES
  - HUNTER ACC-COM-HWR
  - DATA RADIO MODEL #RAD3 (RADIO MUST BE PROGRAMMED WITH CITY FREQUENCY (458.3000)

## SPRINKLER SYSTEM PARTS LIST (UP TO 2")

- MAIN VALVE HOOK-UP BALL VALVES (STOP ONLY-APPROPRIATE SIZE)
- BACK FLOW DEVICE – CITY APPROVED DEVICE
  - PVB OR RPZ FOR LARGER PIPE INSTALLATIONS (APPROPRIATE SIZE)
- CONTROLLER – HUNTER ACC-1200 OR ACC-99D CONTROLLER FOR USE WITH DECODER SYSTEMS

## SPRINKLER SYSTEM PARTS LIST (4")

- MAIN VALVE HOOK-UP 4" GATE VALVE
- BACK FLOW DEVICE – CITY APPROVED DEVICE
- CONTROLLER – HUNTER ACC-1200 OR ACC-99D FOR DECODER SYSTEM (WITH DECODER WIRE)

## NOTE:

1. SYSTEM ELECTRIC VALVES  
HUNTER ICV GLOBE VALVE TO 2" OR IRRITROL 700 SERIES ULTRA FLOW VALVE TO 2".
2. SENSOR BODY HUNTER FCT SCHEDULE 40 (TEE) SHALL BE INSTALLED DOWNSTREAM FROM MASTER VALVE A DISTANCE 10 TIMES THE DIAMETER OF THE PIPE USED. THE NEXT FITTING (BEND, ELBOW OR TEE) DOWNSTREAM SHALL BE A DISTANCE 5 TIMES THE DIAMETER OF THE PIPE USED. FLOW SENSOR INSIDE TEE SHALL BE HUNTER FLOW SENSOR. NO SUBSTITUTES SHALL BE ALLOWED.
3. PRIOR TO INSTALLATION OF SPRINKLER HEADS, OPEN ELECTRIC CONTROL VALVES AND USE FULL HEAD OF WATER TO FLUSH OUT SYSTEM.
4. SEPARATE SYSTEMS MUST BE SET UP ON THE BOTTOM OF AREAS FROM THE SYSTEMS ON BERMS, HILLS, AND PONDS.
5. IRRIGATION SYSTEMS REQUIRING MORE THAN 12 STATIONS SHALL HAVE CONTROLLER EXPANSION MODULE HUNTER ACM-600 (6 STATION INCREMENTS UP TO 42 STATIONS).
6. MAIN LINES INSTALLED 1'-0" TO 1'-2" MAXIMUM BELOW GRADE
7. ELECTRICAL CONDUIT SHALL BE INSTALLED BY A LICENSED ELECTRICIAN. LOW VOLTAGE IRRIGATION CONTROL WIRE CONDUIT IS EXCLUDED FROM THIS REQUIREMENT.
8. DECODER SYSTEM MASTER AND ELECTRIC VALVES:
  - ICD-100 DECODER
  - HFS SENSOR
  - ICD-SEN DECODERNEEDED FOR USE WITH DECODER WIRE.

## NOTES (UP TO 2"):

1. MASTER VALVE  
HUNTER ICV GLOBE VALVE TO 2" OR IRRITROL 700 SERIES ULTRA FLOW VALVE TO 2".
2. HUNTER ID WIRE – 14 AWG DECODER WIRE FOR DECODER SYSTEMS.
3. ALL BALL VALVES THAT ARE 24" AND DEEPER SHALL HAVE CURB BOX AND RODS.
4. PIPE FROM CURB STOP TO MASTER VALVE SHALL BE COPPER OR GALVANIZED.

## NOTE (4"):

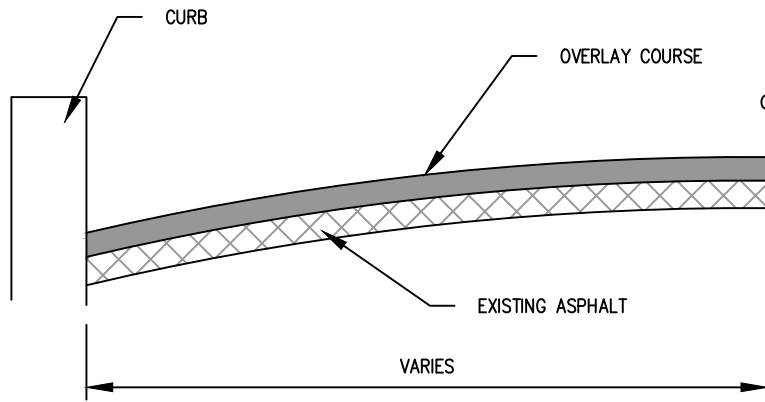
1. MASTER VALVE  
4" NELSON 800 SERIES VALVE MODEL #A4B5C2D1E40H3.
2. CONTROL WIRE SHALL BE 18 GAUGE BRAIDED (1000 FEET LENGTH OR LESS) OR 14 GAUGE SINGLE STRAND (OVER 1000 FEET LENGTH) OR HUNTER ID WIRE 14 AWG DECODER WIRE FOR DECODER SYSTEMS.
3. ALL GATE AND BALL VALVES THAT ARE 24" AND DEEPER SHALL HAVE VALVE BOXES OR CURB BOX AND RODS.
4. PIPE FROM GATE VALVE TO MASTER VALVE SHALL BE GALVANIZED.
5. CITY APPROVED REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY (RP).

2021 REVISION

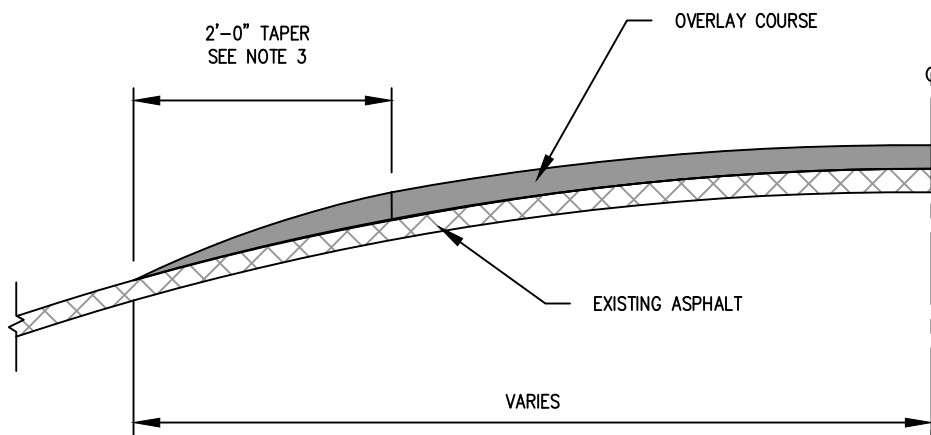
CITY OF IDAHO FALLS

SPRINKLER SYSTEM

STANDARD DRAWING  
NO. **IF-2052**  
SHEET 5 OF 5



EDGE TREATMENT – CURB ONLY



EDGE TAPER – NO CURB & GUTTER

NOTE:

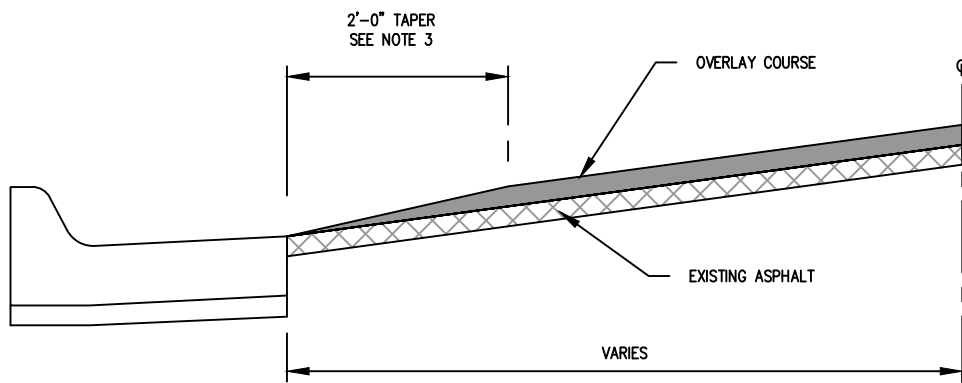
1. GRANULAR BORROW, SUB-EXCAVATING AND GEOTEXTILE FABRIC REQUIRED IF EXISTING BASE MATERIAL IS UNSUITABLE TO SUPPORT NEW ROADWAY SECTION.
2. GEOTEXTILE SHALL MEET THE MOST RECENT AASHTO REQUIREMENTS. NO SLIT FILM AND/OR HEAT ROLLED GEOTEXTILE SHALL BE ALLOWED.
3. EDGE TAPER AT STREET INTERSECTION TO BE 5'-0" MINIMUM.
4. THE CITY ENGINEER SHALL SPECIFY STREETS WHERE LEVELING COURSE SHALL BE USED.
5. MINIMUM ROAD WIDTH FOR FIRE ACCESS SHALL BE AS DEFINED IN THE APPLICABLE INTERNATIONAL FIRE CODE.
6. ALL MILLING SHALL BE COMPLETED WITH A FRONT LOADING MILL.
7. ALL ASPHALT SHALL BE FINISHED 1/4" ABOVE THE LIP OF GUTTER.

2021 REVISION

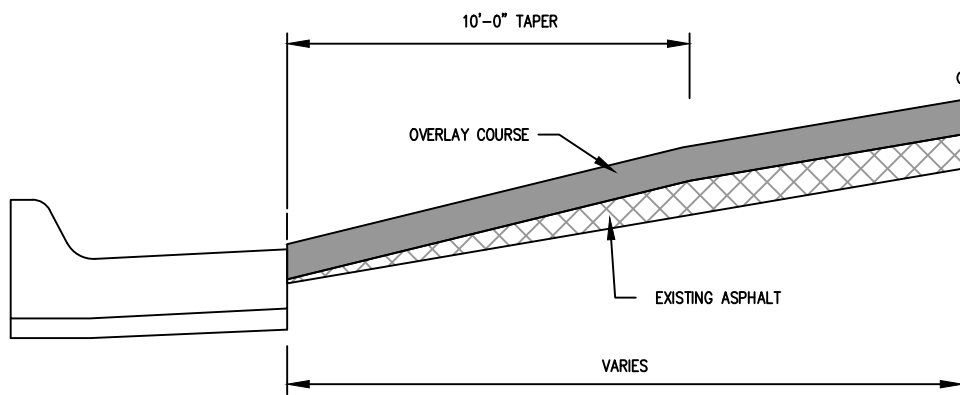
CITY OF IDAHO FALLS

OVERLAY/MILLING

STANDARD DRAWING  
NO. **IF-2060**  
Sheet 1 of 3



EDGE TAPER – WITH CURB & GUTTER  
(NO MILLING)



COLD MILLING EDGE TREATMENT –  
WITH CURB & GUTTER

2021 REVISION

CITY OF IDAHO FALLS

OVERLAY/MILLING

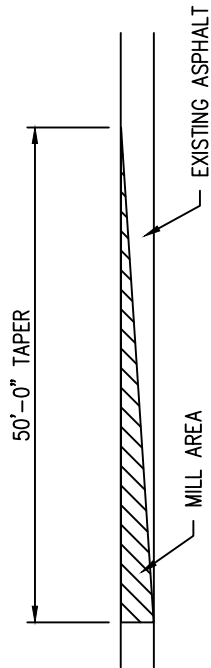
STANDARD DRAWING  
NO. **IF-2060**  
Sheet 2 of 3

2021 REVISION

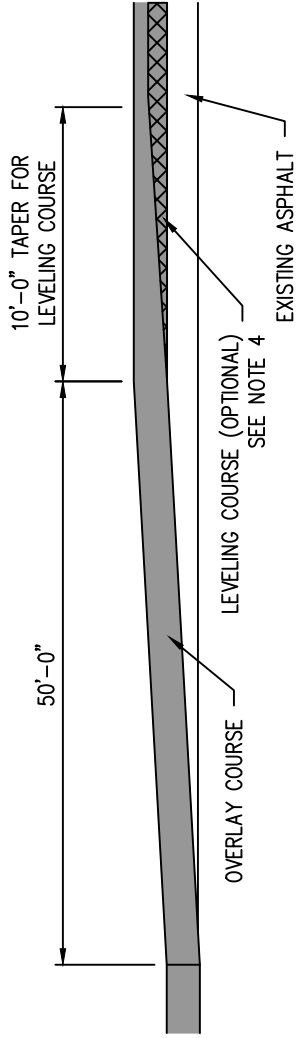
CITY OF IDAHO FALLS

# OVERLAY/MILLING

STANDARD DRAWING  
NO. **IF-2060**  
Sheet 3 of 3

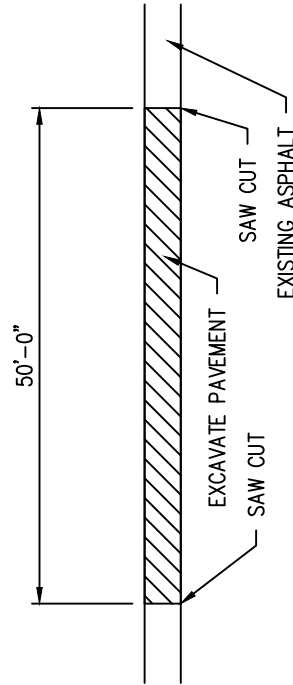


REMOVAL DETAIL

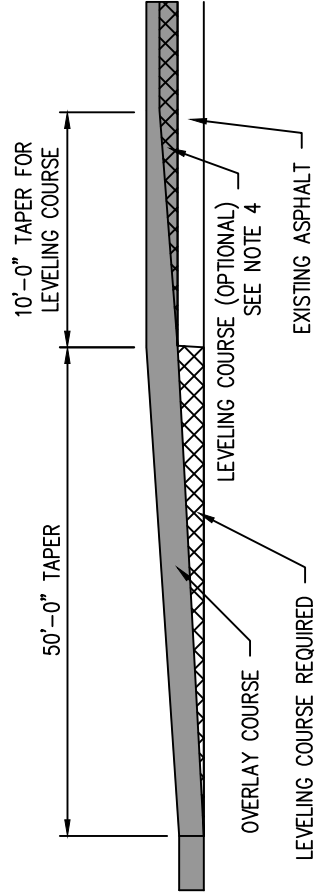


PAVING DETAIL

## COLD MILLING END TREATMENT



REMOVAL DETAIL



PAVING DETAIL

## EXCAVATION END TREATMENT



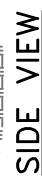
| WALL HT.<br>(FT) | GEOGRID<br>LENGTH (FT) |
|------------------|------------------------|
| 4.30 OR LESS     | 5'-0"                  |
| 4.40 – 5.70      | 6'-0"                  |
| 5.80 – 7.00      | 7'-0"                  |
| 7.10 – 8.30      | 8'-0"                  |
| 8.40 – 9.70      | 9'-0"                  |
| 9.80 – 11.0      | 10'-0"                 |
| 11.1 – 15.0      | 12'-0"                 |

2021 REVISION

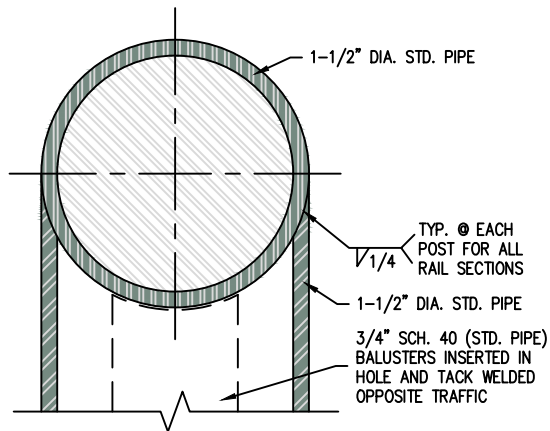
CITY OF IDAHO FALLS

# MODULAR BLOCK RETAINING WALL

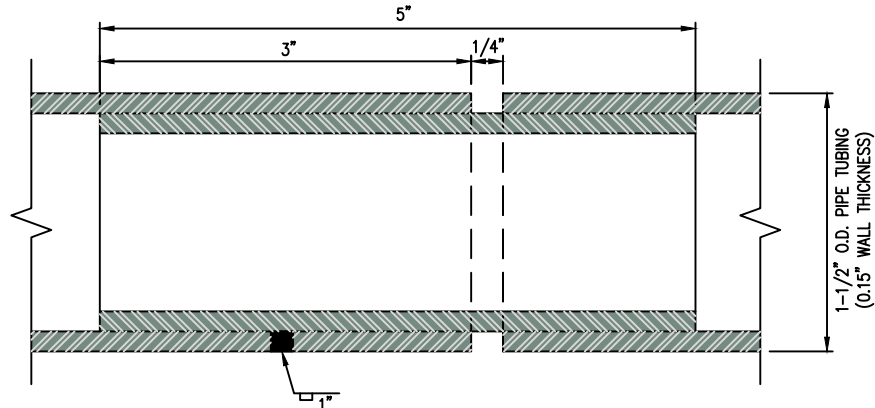
STANDARD DRAWING  
NO. IF-2070



STANDARD DRAWING  
NO. IF-2080  
Sheet 1 of 2



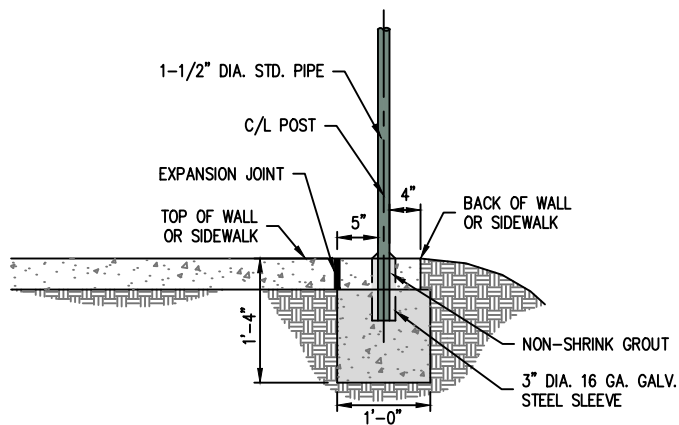
**DETAIL "B"**  
NOT TO SCALE



**DETAIL "A" - SLIP JOINT**  
NOT TO SCALE

### NOTES:

1. MATERIAL FOR HANDRAIL SHALL BE ALUMINUM (ASTM B-429) OR GALVANIZED STEEL (ASTM 120) AS APPROVED BY THE CITY ENGINEER.
2. OTHER TYPES OF HANDRAIL MAY BE APPROVED ON A CASE-BY-CASE BASIS. CONTACT THE CITY OF IDAHO FALLS ENGINEER (208) 612-8250.
3. PROVIDE SLIP JOINTS AS EXPANSION JOINTS AT EVERY 24'-0" FEET ON CENTER MAXIMUM.
4. HANDRAILS FOR STAIRS AND RAMPS SHALL BE 2'-10" TO 3'-2" IN HEIGHT.
5. RAIL EXTENSIONS TO EXTEND A MINIMUM OF 1'-0" BEYOND GRADE CHANGE.
6. CLEAR PATH DISTANCE BETWEEN TWO RAILING SYSTEMS TO BE A MINIMUM OF 3'-0".



**SECTION A-A**

2021 REVISION

CITY OF IDAHO FALLS

**HANDRAIL**

STANDARD DRAWING  
NO. **IF-2080**  
Sheet 2 of 2

File #: 21-254

City Council Meeting

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Thursday, September 16, 2021  
**DEPARTMENT:** Public Works

## Subject

Resolution - Adopting an Engineering Design Policy Manual (EDPM)

## Council Action Desired

- ☐ Ordinance
 ☒ Resolution
 ☐ Public Hearing  
☐ Other Action (Approval, Authorization, Ratification, etc.)

Approval of the resolution and authorization for Mayor and City Clerk to sign the document or take other action deemed appropriate.

## Description, Background Information & Purpose

City Public Works staff has collected, updated and supplemented existing City design policies and best practices into a proposed single, cohesive, set of design policies referred to as the EDPM, and recommends it in order to provide developers and City staff criteria to aid them in bringing public infrastructure projects to successful completion.

## Alignment with City & Department Planning Objectives



This resolution supports the community-oriented result of reliable public infrastructure and transportation by providing additional guidance for development within the city limits.



**Interdepartmental Coordination**

Other appropriate departments have been involved in the development of the EDPM in order to ensure that it meet their needs.

**Fiscal Impact**

Adoption of the design manual will have no financial impact to the city.

**Legal Review**

The resolution was prepared by the Legal Department.

2021-72

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING AN ENGINEERING DESIGN POLICY MANUAL, FOR USE BY IDAHO FALLS PUBLIC WORKS AND OTHERS AS DESIGN STANDARDS IN THE CITY; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, City Public Works staff has collected, updated, and supplemented existing City design policies and best practices into a proposed single, cohesive, set of design policies referred to as the Engineering Design Policy Manual (EDPM), and recommends it in order to provide developers and City staff criteria to aid them in bringing public infrastructure projects to successful completion; and

WHEREAS, the adoption of the EDPM should be applied to all design and subsequent construction in the City on and after an effective date; and

WHEREAS, the Council agrees that such adoption by this Resolution is in the best interests of the community and will promote health and safety and consistency; and

WHEREAS, adoption of this EDPM allows the City flexibility to make changes from time to time in order to accommodate various City interests and as deemed appropriate by the Council.

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

1. The City Council hereby adopts Public Works engineering design standards, which shall be referred to in the City Code as the City's "Engineering Design Policy Manual"; and
2. The Engineering Design Policy Manual, adopted hereby, shall apply to all relevant design, construction, development, permits, permissions, and requests filed on and after September 30, 2021.

ADOPTED and effective this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

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

\_\_\_\_\_  
Rebecca L. Noah Casper, Ph.D., Mayor

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the  
Resolution entitled, “A RESOLUTION OF THE CITY OF IDAHO  
FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE  
STATE OF IDAHO, ADOPTING AN ENGINEERING DESIGN  
POLICY MANUAL, FOR USE BY IDAHO FALLS PUBLIC  
WORKS AND OTHERS AS DESIGN STANDARDS IN THE  
CITY; AND PROVIDING THAT THIS RESOLUTION BE  
EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND  
PUBLICATION ACCORDING TO LAW.”

---

Kathy Hampton, City Clerk

(SEAL)



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# ENGINEERING DESIGN POLICY MANUAL

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Public Works

Engineering

Design

July 2021

The City of Idaho Falls Engineering Design Policy Manual (EDPM) describes the procedures and standards for preparing project construction documents. “Engineer” as used herein refers to the Idaho Falls City Engineer.

The primary purpose of the EDPM is to enable engineers, consultants, and private developers to efficiently and effectively develop projects that meet City design policies and standards. The EDPM is not intended to duplicate all design-related requirements contained in the Code. Engineers and developers shall also familiarize themselves with Code requirements, especially Title 10, Chapter 1 (Subdivision Ordinance).

The EDPM is an official document setting forth City requirements, standards, policies and procedures to provide developers and City staff criteria to aid them in bringing a project to completion, including preparing plans, reports and all other related documents required to meet City design standards. Exceptions to provisions set forth herein are allowed at the Engineer's sole discretion to secure the best engineering solutions to site-specific design challenges. The design policies herein are provided and intended to comply with the Code. Should a conflict arise between the EDPM and the Code, the Code prevails.

## **10 – General**

### **10.1 – Subdivision Improvement Drawings:** Include the following with all Subdivision Plan Sets:

- Location and extents of clearing and grubbing
- Disposal, stockpile or placement location of cleared and grubbed material
- Location and density of fill placement (if applicable)
- Final grading
- Centerline stationing, include stationing for PC, PT, PRC, Grade Breaks etc.
- Roadway typical sections
- Curb and gutter, sidewalk, ADA ramps, water lines, hydrants, valves, storm and sanitary sewer lines, manholes, catch basins, service lines, signs, striping, storm ponds, infiltration systems, and other features as required
- Profile of roadway centerline, curb and gutter, water lines, storm drains, and sanitary sewers
- Storm water pollution prevention (storm water BMPs)

## **20 – Earthwork**

### **20.1 – Geotechnical Engineering Report:** A geotechnical report is required for any of the following:

- Soil types and infiltration rates for any proposed infiltration facilities, and
- Subgrade soil types and conditions to support a reduction in the required roadway subbase layer thickness per Section 200.2 herein, and
- Subgrade soil types and conditions to support structures

## **40 – Water**

### **40.1 – Pipe Cover:**

- 6 feet minimum cover
- 8 feet maximum cover
- Or as approved in writing by the Engineer

### **40.2 – Valves:**

- Valves at maximum spacing of 700 feet, meet requirements of Standard Drawing IF-404A
- Valves at intersection at P.C. of curb return, see Standard Drawing IF-404
- Valves on Hydrant lines 5 feet from tee, see Standard Drawing IF-404
- 10" or under use Gate Valve
- Over 10" use Butterfly Valve

#### **40.3 – Bends:**

- 90° bends (elbows) allowed on waterlines 8" in diameter and smaller
- Bends greater than 45° on waterlines greater than 8" diameter require written approval of the Engineer

#### **40.4 – Service Lines:**

- New service lines extended 10 feet beyond the ROW. Meet requirements in Standard Drawings IF-401A through IF-401F
- Service lines 2" and smaller in diameter use type K soft copper
- Service lines 4" and greater in diameter use class 50 ductile iron
- Services between 2" and 4" in diameter the service line extends at 4" diameter to within the public ROW/PUE and then reduced to the appropriate size
- Service lines for landscape irrigation only install meter in meter box and install a second curb box behind meter box as shown in Standard Drawing IF-409
- Existing service line replacement – connect at existing curb stop or meter box (if present)

#### **40.5 – Meter Box:**

- Required on all new service lines or replaced service lines. Meet requirements of Standard Drawings IF-401A (1"), IF-401B (1-½" & 2"), IF-412 (4"), IF-412A (6"), or IF-412B (8")

#### **40.6 – Canal Crossings:**

- Meet requirements of Standard Drawing IF-411
- All water main canal crossings to be placed in a steel casing
- Crossing below a canal that is 15 feet or greater in width at high water elevation install a water main access structure
- Casing 4' below channel bottom

#### **40.7 – Flush Hydrant:**

- All dead-end lines (permanent or temporary): place flush hydrant beyond the last tee or service connection and at other locations as required by the Engineer. See Standard Drawing IF-405
- Install 2 feet to 5 feet from plugged end of water main
- Used in high points of water mains as an air release valve

#### **40.8 – Joint Deflection of Pipe:**

- Per manufacture's recommendations

#### **40.9 – Waterline Flow:**

- Minimum of 1500 gpm to any fire hydrant unless additional flow is required by the Fire Marshall



#### **40.10 – Water Mains:**

- Main lines 8" minimum
- 6" min in cul-de-sacs beyond last fire hydrant
- Location of pipe to be within the paved roadway a minimum of 4' from any curb and gutter section
- Maintain a minimum of 10-foot horizontal separation between water main and sanitary/storm sewer main. Maintain 18" vertical separation between water main and sanitary/storm sewer main. All separation requirements both horizontal and vertical to be measured between near edges of pipe. Satisfy requirements of IDAPA 58.01.08
- Place water main lines to minimize the number of crossings with sanitary/storm sewer mains
- Place water main lines such that crossings with sanitary/storm sewer mains are as near perpendicular as practicable (90 degrees +/- 10 degrees)

#### **40.11 – Fire Hydrants:**

- 400 feet maximum spacing between hydrants for residential or per fire code
- 200 feet maximum spacing between hydrants for commercial/industrial or per fire code
- Spacing requirement to be met independently on each side of arterial roadways
- Additional hydrants as required by the Fire Marshall

## **50 – Sewer**

### **50.1 – Pipes:**

- Minimum pipe slope:

| Pipe Size     | Minimum Grade |       | Maximum Grade |     |
|---------------|---------------|-------|---------------|-----|
| (Inches)      | (ft/ft)       | (%)   | (ft/ft)       | (%) |
| 8             | 0.004         | 0.40% | 0.089         | 8.9 |
| 10            | 0.0028        | 0.28% | 0.066         | 6.6 |
| 12            | 0.0022        | 0.22% | 0.052         | 5.2 |
| 15            | 0.0015        | 0.15% | 0.038         | 3.8 |
| 18            | 0.0012        | 0.12% | 0.030         | 3.0 |
| 21            | 0.001         | 0.10% | 0.024         | 2.4 |
| 24            | 0.0008        | 0.08% | 0.020         | 2.0 |
| 27            | 0.0007        | 0.07% | 0.017         | 1.7 |
| 30            | 0.0006        | 0.06% | 0.015         | 1.5 |
| 36 and Larger | 0.0005        | 0.05% | 0.012         | 1.2 |

- All permanent dead end sewer lines (e.g. cul-de-sac) installed with a minimum of 1.0% slope in upstream end segment
- Pipe with less than 2 feet of cover material: pipe to be Class IV or V reinforced concrete pipe or Class 50 ductile iron pipe

### **50.2 – Manholes:**

- Spacing between manholes 400 feet maximum
- Minimum drop across manhole 0.1 feet on pipes up to 27"
- Top of inlet pipe(s) to be no lower than top of outlet pipe
- Use drop manhole connection in accordance with Standard Drawing IF-504

### **50.3 – Service Lines:**

- New service line stub extend 10 feet beyond ROW
- Existing service lines replacement – connect at ROW (unless otherwise approved in writing by the Engineer)

## **60 – Culverts and Storm Sewer**

### **60.1 – Pipes:**

- Design storm drain pipes to provide capacity based on the 2 year storm return frequency
- Minimum storm sewer pipe diameter is 12 inches
- Minimum pipe slopes: conform to table in paragraph 50.1

### **60.2 – Manholes:**

- Spacing between manholes 400 feet maximum
- Minimum drop across manhole 0.1 feet on pipes up to 27"
- Top of inlet pipe(s) to be no lower than top of outlet pipe
- Maximum of 4 pipes connecting to standard manhole unless approved by Engineer

### **60.3 – Catch Basins:**

- Design catch basins to provide capacity based upon the 2 year storm return frequency
- Position catch basins away from curb ramps by placing them at the PC/PT
- Minimum catch basin depth to flow line of pipe

|   |          |
|---|----------|
| Local Residential / Residential Collector | 3 feet   |
| Major Collector / Local Industrial        | 3.5 feet |
| Arterials                                 | 4.0 feet |

Allowed to go shallower with use of ductile iron pipe with a minimum of 3 inches of cover below subgrade

- Use side opening catch basins conforming to current City Standards
- Place catch basins at lot lines to avoid driveway conflicts
- Maximum inlet spacing:

|  |           |
|--|-----------|
| Local Residential Street (60' ROW)     | 1000 feet |
| Residential Collector (70' ROW)        | 650 feet  |
| Major Collectors (80' ROW)             | 550 feet  |
| Minor & Principal Arterials (100' ROW) | 450 feet  |

- Maximum pipe size into the Standard catch basin is 15 inch
- Maximum angles on the 2'x3' Catch Basin (deviation from perpendicular):

|   |     |
|---|-----|
| 12" ADS N-12 & 12" Sanitite HP on the 3' long side  | 45° |
| 12" ADS N-12 & 12" Sanitite HP on the 2' short side | 25° |
| 12" PVC SDR-35 on the 3' long side                  | 50° |
| 12" PVC SDR-35 on the 2' short side                 | 30° |
| 15" ADS N-12 & 15" Sanitite HP on the 3' long side  | 35° |
| 15" ADS N-12 & 15" Sanitite HP on the 2' short side | 0°  |
| 15" PVC SDR-35 on the 3' long side                  | 40° |
| 15" PVC SDR-35 on the 2' short side                 | 5°  |

- Chaining Catch Basins

Maximum of 2 catch basins on single run.

#### **60.4 – Storm Drainage Guidelines:**

- Where a City storm drain is available in adjacent street, alley or easement, design the private system to allow for overflow or controlled discharge to the City system
- Prevent storm water from draining across the surface of sidewalks
- All construction in accordance with the current edition of the City of Idaho Falls Standard Drawings and Specifications
- All storm drain systems that ultimately flow to an Irrigation District system must have said Irrigation District approval prior to City approval and acceptance
- Submit all storm drain system master plans, along with calculations, to the City for approval
- Include with storm drain master plan any needed piping, ponds, lift stations, energy dissipaters, grading, landscaping, etc. The design to be stamped and signed by an engineer licensed in the State of Idaho

#### **60.5 – Storm Drainage Pond:**

- Pond is required to store 1.33 inches of water multiplied by the entire contributing area that flows to the pond. Provide a positive outlet for pond or size the pond ten (10) times greater than the volume otherwise required
- Pond outlet must be capable of draining 90% of the entire pond volume in not more than forty-eight (48) hours
- Provide a fifteen (15) foot wide asphalt access road and a minimum asphalt area of 20 feet by 20 feet at any lift station. Asphalt pavement section to meet requirements for residential local streets. May be reduced or modified only as indicated by a Geotechnical investigation and report performed and sealed by a geotechnical engineer licensed in the State of Idaho. Place lift station and appurtenances to allow clear access to the pond with trucks, mower, etc.
- Locate pond outlet the greatest distance possible from the inlet
- Slope bottom of pond to the controlled release outlet structure or, if outlet is to be by infiltration, to a City Standard infiltration manhole or other approved infiltration facility. Locate infiltration manhole adjacent to the pond outlet and greatest distance from the inlet
- Locate intake to controlled release outlet structure or infiltration manhole 8"-12" above the finished ground surface to minimize sediment or trash entering the infiltration bed or downstream facilities
- Pond inlet pipe to enter the pond at an elevation above the lowest pond elevation, unless said line enters directly into infiltration manhole. Provide an engineered energy dissipater at all discharges to pond not in manholes

#### **Meet the Following Criteria When City of Idaho Falls Maintains Pond:**

- 10 foot wide horizontal (flat) area around the top perimeter of the pond
- Side slopes maximum of 5 feet horizontal to 1 foot vertical for mowed slopes. All other slopes to be 4 feet horizontal to 1 foot vertical unless approved by Engineer.

- Energy dissipater at pond inlet to eliminate erosion. Concrete alley curb poured around the riprap to facilitate a mowing edge. Construct pond inlet so that it is accessible for maintenance
- Minimum topsoil depth 6 inches compacted (85% to 90%) in place over the entire surface area of the pond
- No topsoil in ponds with Xeriscaping
- Rock depth per plans or as directed by Engineer.
- Sprinkler system for pond to meet City of Idaho Falls Standard Drawings and Specifications

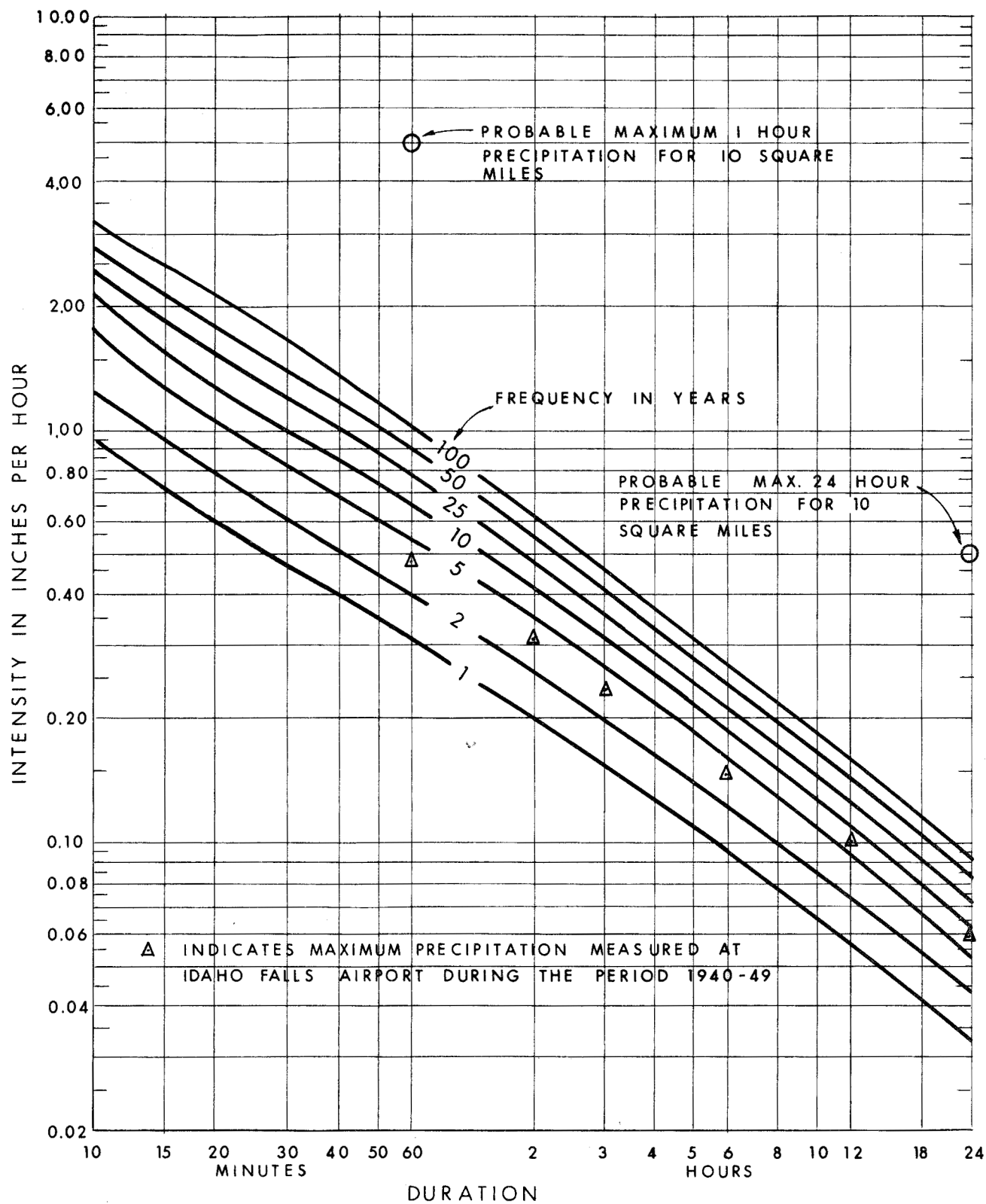


FIGURE 4  
IDAHO FALLS, IDAHO  
STORM SEWER STUDY  
RAINFALL - INTENSITY - DURATION - FREQUENCY

## **70 – Concrete**

### **70.1 – Curb and Gutter Sections:**

- Minimum slope for tangent section 0.40%
- Minimum slope through curb returns at intersections 0.6%
- Minimum base thickness per Standard Drawings and Specifications

### **70.2 – Cross Drains/Valley Gutters**

- Allowed with written approval from Engineer
- Minimum slope 1%
- Minimum base thickness per Standard Drawings and Specifications

### **70.2 – Sidewalk:**

- Cross slope to be 1.75% +/- 0.25%
- All pedestrian ramps and walkways to comply with Americans with Disabilities Act (ADA) requirements
- Minimum concrete and base thicknesses per Standard Drawings and Specifications

## **200 – Miscellaneous**

### **200.1 – Typical Street Cross Sections (see attached drawings):**

- Local Residential Street (60' ROW)
- Residential Collector (70' ROW)
- Local Industrial Street (70' ROW)
- Major Collector, Bicycle/Pedestrian Priority (80' ROW)
- Major Collector, Truck/Auto Priority (80' ROW)
- Pioneer Road (80' ROW)
- Minor Arterial, Truck/Auto Priority (100' ROW)
- Minor Arterial, Bicycle/Pedestrian Priority (100' ROW)
- Minor Arterial, Shared Priority (100' ROW)
- Principal Arterial, Shared Priority (100' ROW)
- (Roadway classifications in accordance with the BMPO Access Management Plan, most recent update)

### **200.2 – Subbase Layer:**

- Subbase layer may be reduced or eliminated only as indicated by a Geotechnical investigation and report performed and sealed by a geotechnical engineer licensed in the State of Idaho. Pavement section design to be based on the following:

| STREET CLASSIFICATION                 | TRAFFIC INDEX                                 |
|---------------------------------------|---|
| Local Residential Street              | 7   |
| Local Industrial Street               | 8.5   |
| Residential Collector                 | 8   |
| Major Collector (Includes Pioneer Rd) | 9   |
| Minor/Principal Arterial              | Project-specific traffic analysis/forecasting |

- Geotechnical report may only be used to justify reduction or elimination of subbase layer and, if appropriate, elimination of the geotextile fabric. Asphalt and base gravel layer thicknesses are fixed according to the attached typical street sections

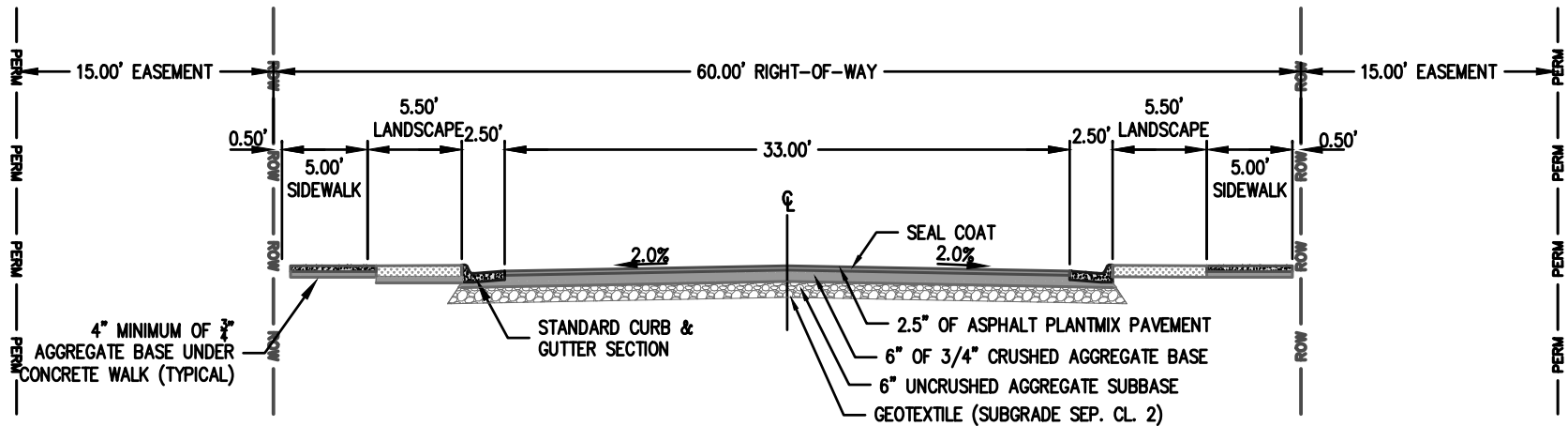
### **200.3 – Fire Access Roadway Section (Including Turn-arounds):**

- Asphalt pavement section—use the Local Residential Street section. The subbase layer may be reduced or eliminated only as indicated by a Geotechnical investigation and report performed and sealed by a geotechnical engineer licensed in the State of Idaho
- Gravel roadway section—use 12” minimum total base and subbase layers (minimum 6” crushed aggregate base) plus subgrade separation fabric

### **200.4 – Driveway Requirements:**

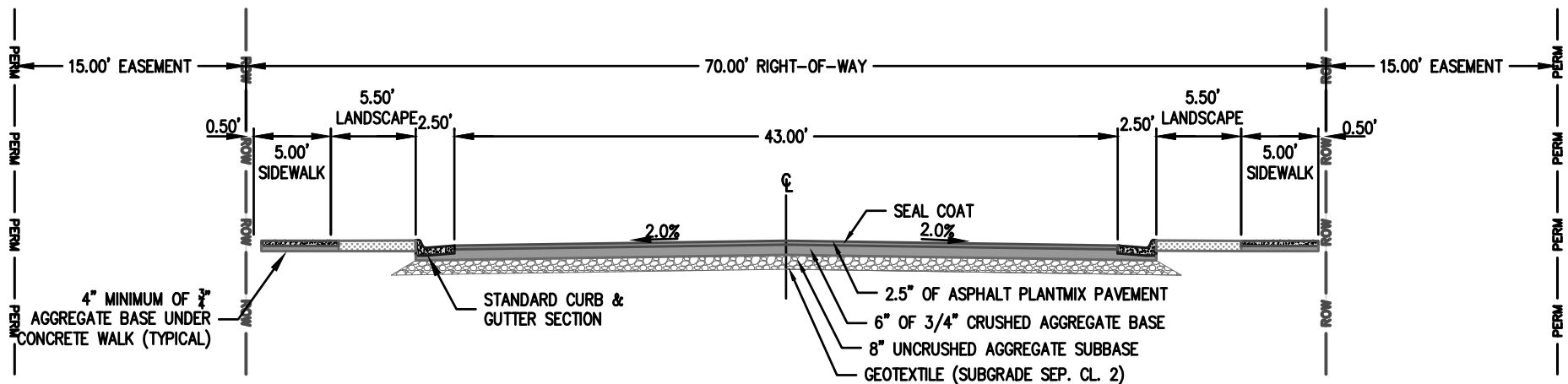
- No more than 50% of the property frontage shall be utilized for driveways
- Residential driveways maximum of thirty (30) feet in width
- Commercial driveways maximum of forty (40) feet in width
- The driveway width is measured along the depressed section of the driveway. The transition from the full height curb to the depressed section of the driveway is three (3) feet when there is grass strip and six (6) feet when there is no grass strip. In downtown areas, the transition may be five (5) feet
- All existing driveway curb cuts not utilized shall be removed and replaced with standard full height curb, gutter, and sidewalk
- Full height curb and gutter, between two (2) driveways shall be a minimum of ten (10) feet.
- The distance from any property line to the beginning of a driveway (the full height curb and gutter portion of the driveway) shall be a minimum of five (5) feet
- There shall be a minimum distance of twenty (20) feet from a property line corner at a street intersection before a driveway is constructed, or as directed by the Engineer





## LOCAL RESIDENTIAL STREET (60' ROW)

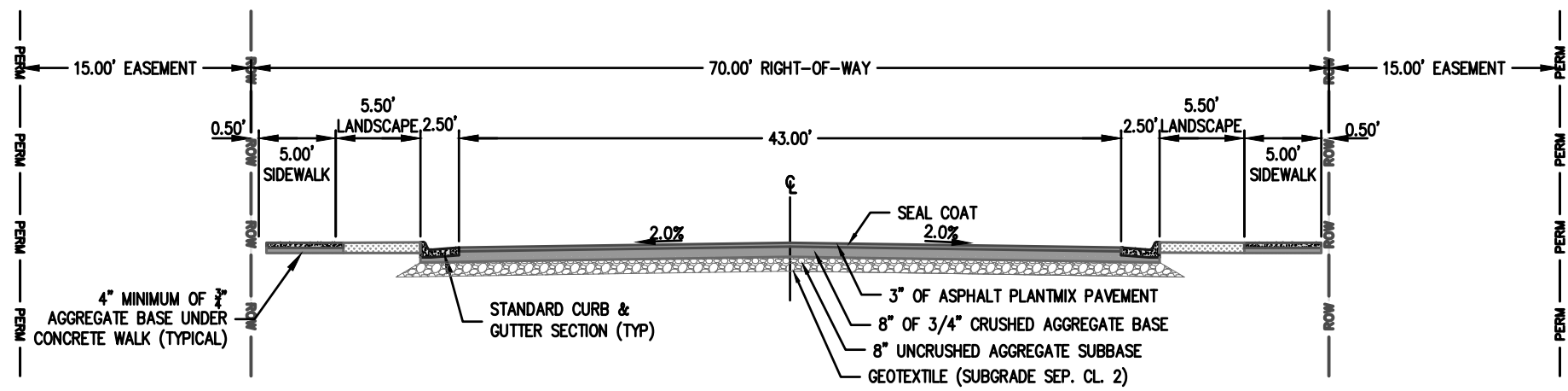
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## RESIDENTIAL COLLECTOR (70' ROW)

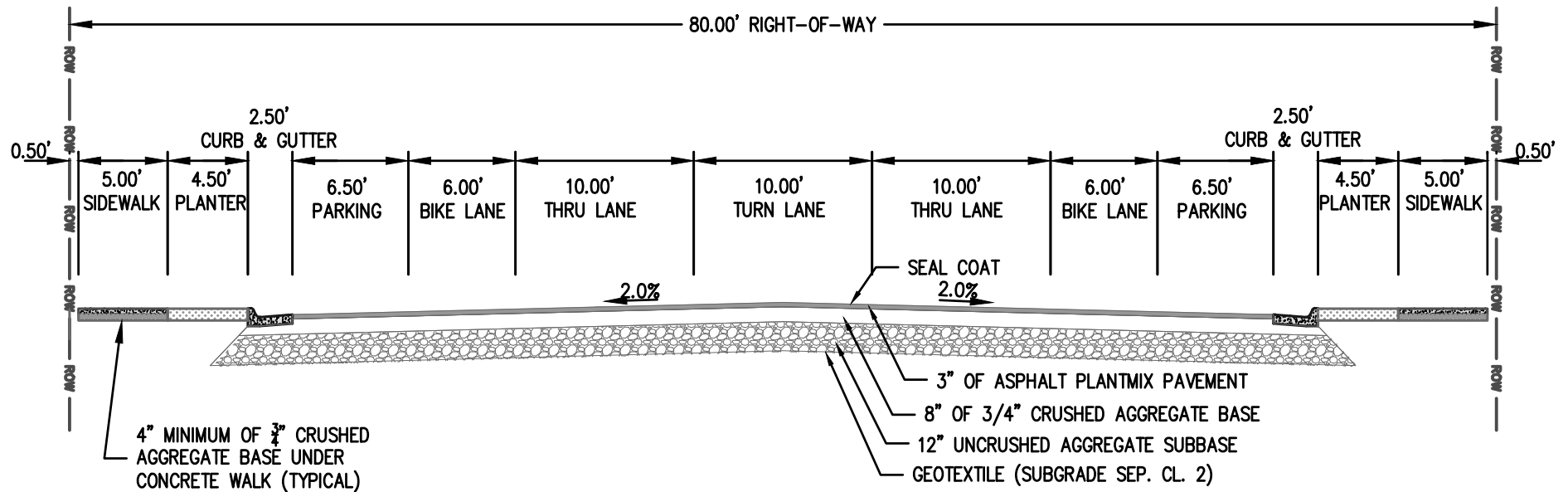
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LOCAL INDUSTRIAL STREET (70' ROW)  
NTS



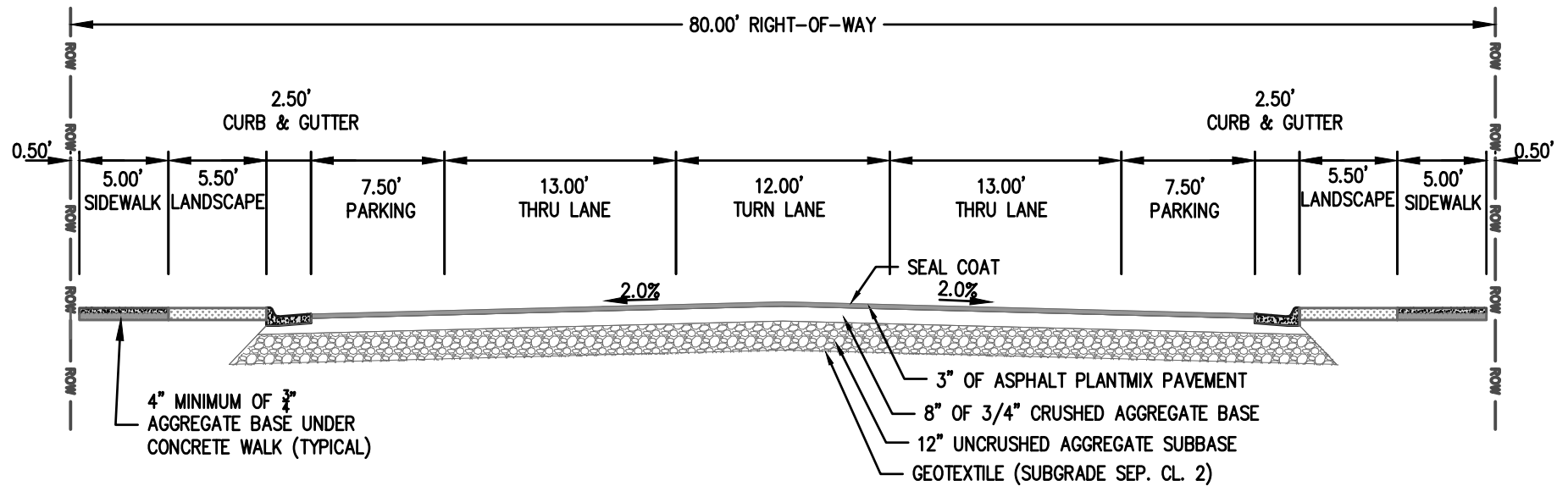
# MAJOR COLLECTOR, BICYCLE/PEDESTRIAN PRIORITY (80' ROW)

NTS



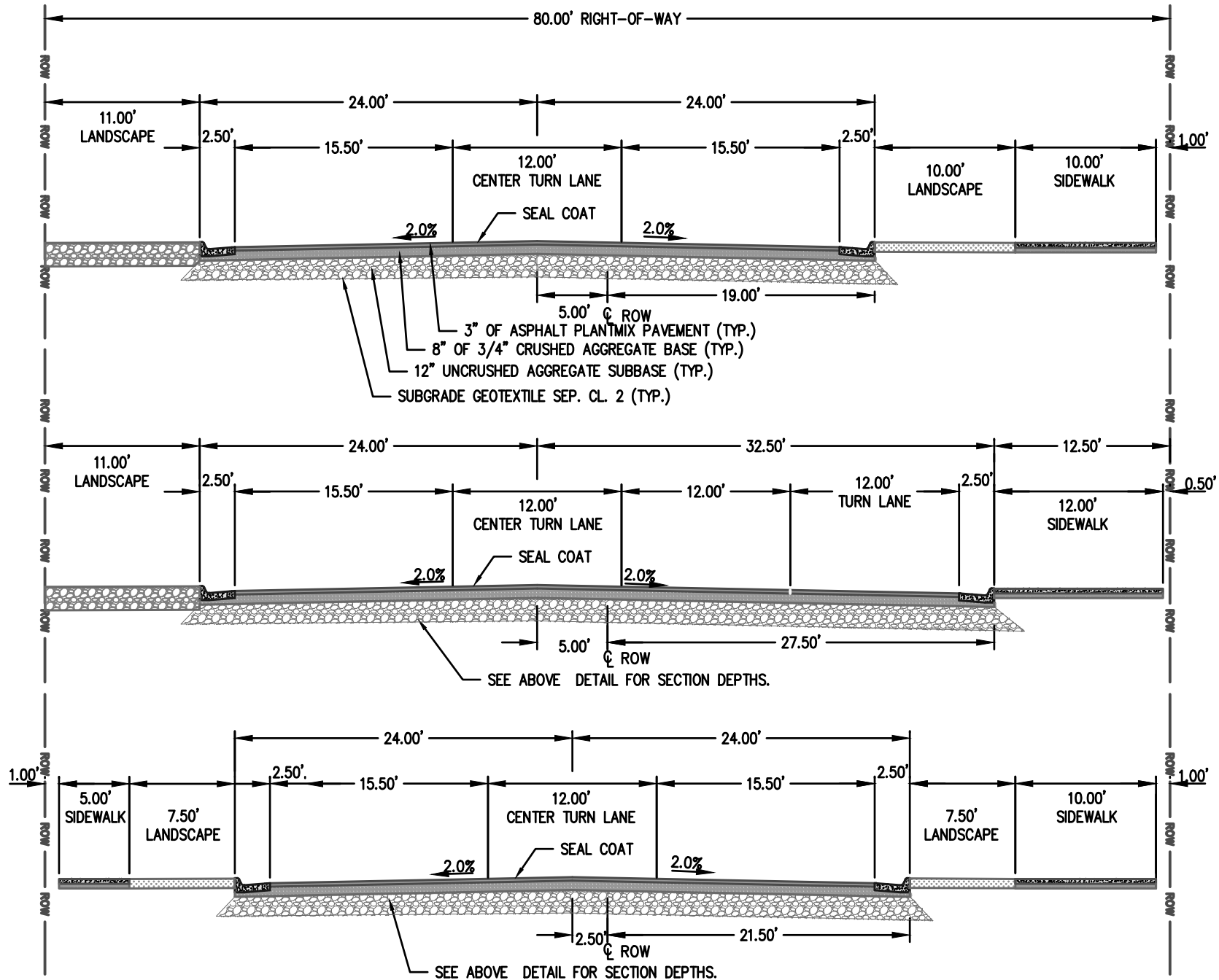
# MAJOR COLLECTOR, TRUCK/AUTO PRIORITY (80' ROW)

NTS



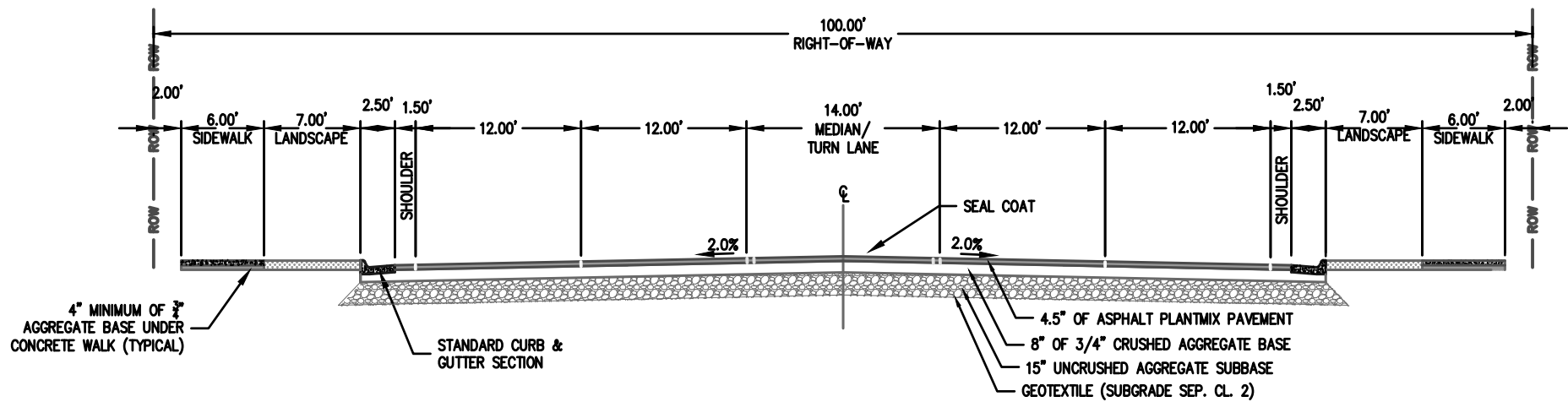
# PIONEER ROAD (80' ROW)

## NTS



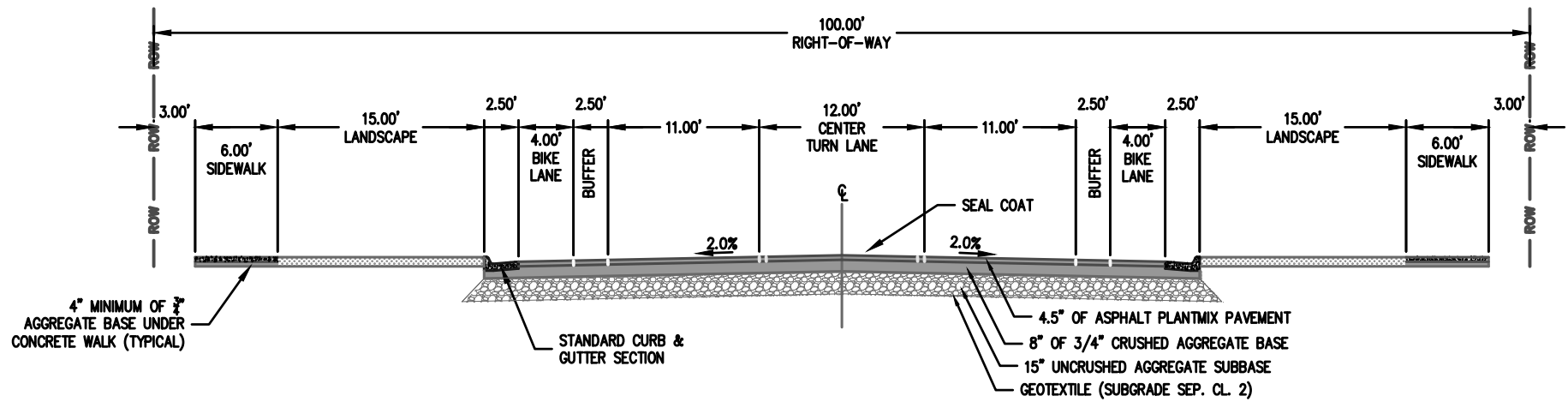
# MINOR ARTERIAL, TRUCK/AUTO PRIORITY (100' ROW)

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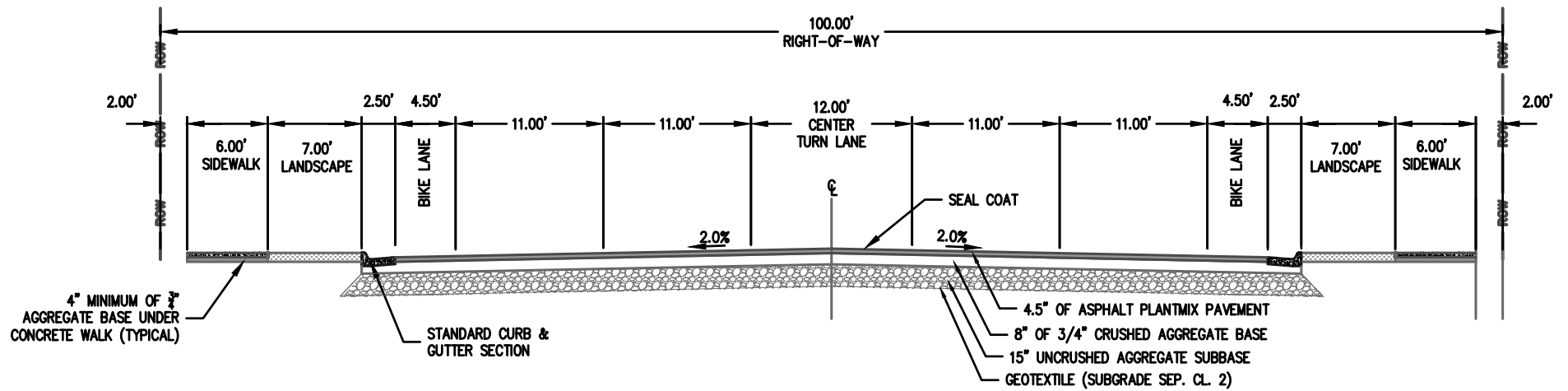
# MINOR ARTERIAL, BICYCLE/PEDESTRIAN PRIORITY (100' ROW)

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## MINOR ARTERIAL, SHARED PRIORITY (100' ROW)

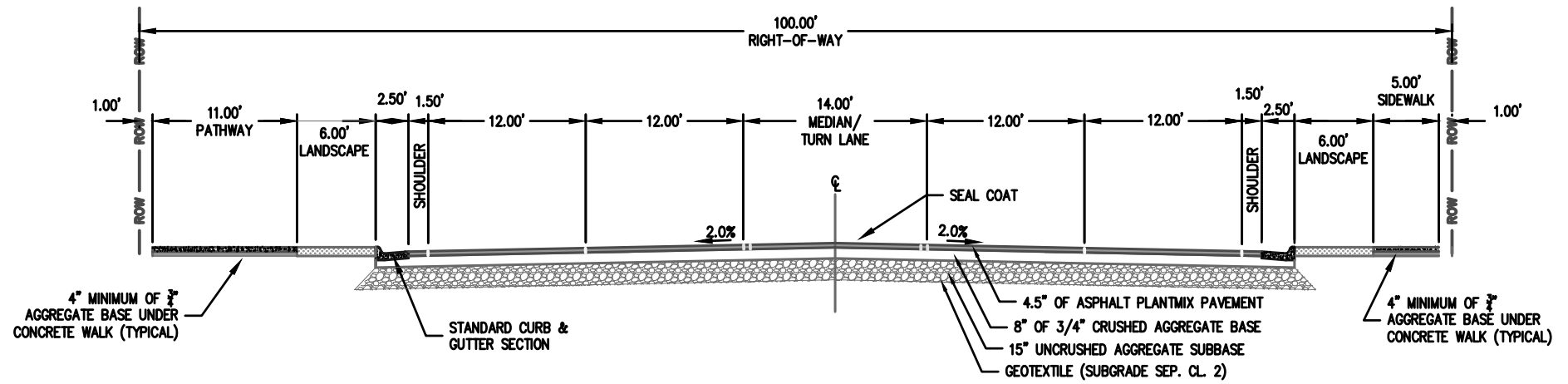
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# PRINCIPAL ARTERIAL, SHARED PRIORITY (100' ROW)

NTS



# Memorandum

**File #:** 21-255

**City Council Meeting**

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Thursday, September 16, 2021  
**DEPARTMENT:** Public Works

## Subject

Ordinance to Establish an Engineering Design Policy Manual (EDPM) within City code.

## Council Action Desired

- ☒ Ordinance
 ☐ Resolution
 ☐ Public Hearing  
☐ Other Action (Approval, Authorization, Ratification, etc.)

Approve the ordinance revision under a suspension of the rules requiring three complete and separate readings and request that it be read by title (or consider the ordinance on the first reading, reject the ordinance, or take other action deemed appropriate).

## Description, Background Information & Purpose

City Public Works staff has collected, updated and supplemented existing City design policies and best practices into a proposed single, cohesive, set of design policies referred to as the EDPM, and recommends it in order to provide developers and City staff criteria to aid them in bringing public infrastructure projects to successful completion.

The proposed ordinance revision was written to recognize and establish the EDPM within City code.

## Alignment with City & Department Planning Objectives



This ordinance supports the community-oriented result of reliable public infrastructure and transportation by codifying the establishment of an EDPM to help guide future development within City limits.

**Interdepartmental Coordination**

Other appropriate departments have reviewed the proposed ordinance revision.

**Fiscal Impact**

The ordinance revision will have no financial impact to the City.

**Legal Review**

The ordinance was prepared by the Legal Department.

2021-73

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING CITY CODE TO REQUIRE USE OF AN ENGINEERING DESIGN POLICY MANUAL WHERE INDICATED; REORGANIZING GENERALLY APPLICABLE CODE PROVISIONS; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the Council has determined that adoption of an Engineering Design Policy Manual (EDPM) is in the best interest of the City and the community; and

WHEREAS, changes in the Code to reference the EDPM and set forth its applicability and required use are necessary to the effective recognition, implementation, and enforcement of said EDPM; and

WHEREAS, changes in the Code are necessary for consistency with improved engineering design standards included in the EDPM; and

WHEREAS, removal of duplicate definitions in the City Code promotes good governance.

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

**SECTION 1.** Title 1, Chapter 3, of the City of Idaho Falls Code is hereby amended to read as follows:

...

1-3-2: GENERAL CODE DEFINITIONS: Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below:

AGENT: A person authorized to act on behalf of another.

AIRPORT: The Idaho Falls Regional Airport (or “IFRA” or the “Airport” and formally known as “Fanning Field” or “Idaho Falls Municipal Airport”).)

BONNEVILLE METROPOLITAN PLANNING ORGANIZATION (BMPO): A federally mandated and funded transportation policy-making organization in Bonneville County that provides transportation planning for the cities of Ammon, Idaho Falls, Iona, Ucon, and the urbanized portions of Bonneville County, in conjunction with the Idaho Transportation Department

BUILDING OFFICIAL: The Building Official of the City as designated under the International Building Code adopted by the City.

CITY: The City of Idaho Falls, County of Bonneville, State of Idaho, established pursuant to the Idaho Constitution.

CLERK: The person approved by the Council pursuant to Idaho Code Title 50, Chapter 2.

CODE: “The Code” or “this Code” (sometimes referred to as the Idaho Falls City Code or “IFCC”) shall mean the collected current Ordinances of the City, including, but not limited to, the Zoning Code, Sign Code, Subdivision Code, and City-adopted Uniform or International Codes.

COUNCIL: The lawfully elected or appointed members of City Council of the City pursuant to Idaho Code Title 50, Chapter 7.

CRIME: An act in violation of this Code, unless specified otherwise.

FELONY: A crime, as defined under Idaho Code, Title 18, Chapter 1.

ENGINEERING DESIGN POLICY MANUAL: The Engineering Design Policy Manual, adopted from time to time by Resolution of the Council, a copy of which shall be kept on file with the City Engineer and shall be available to members of the public.

HIGHWAY: A travel way, as defined at Idaho Code Title 49, Chapter 1.

IDAHO CODE: The Idaho Code or State law shall mean the Idaho State Constitution and the Idaho Statutes containing the General Laws of Idaho.

INFRACTION: A civil public offense, not constituting a crime and which is punishable only by a fine for which no incarceration may be imposed.

KNOWINGLY: A person acts “knowingly” when they realize what they are doing, is aware of the nature of their conduct, and did not act through ignorance, mistake, or accident.

LAND, REAL ESTATE, REAL PROPERTY: Land, and everything which is naturally part of the land or permanently added to or built upon land. This definition also includes intangible legal interests in land, such as tenements, hereditaments, water rights, possessory rights, and other legal claims

LICENSE: The permission granted for the carrying on of a business, trade, profession, or occupation.

MISDEMEANOR: Every crime except a felony or infraction.

NEGLECT, NEGLIGENCE, NEGLIGENT, AND NEGLIGENTLY: The failure to exercise reasonable care that would protect others against an unreasonable risk of harm. A person acts “negligently” when they should be aware of a substantial and unjustifiably risk that harm will likely result from their conduct and a reasonable person would have observed the risk in the actor’s situation.

**OATH:** An act that obligates a person to publically commit to a norm or duty and includes “affirmation”, “swear”, and “affirm”. Every mode or oral statement under oath or affirmation is included in the term “testify” and, if written, included in the term “depose”.

**OCCUPANT:** Any person who is or has the right to be physically present or to the use, in the whole or any part, of a building, property, or land whether alone or with others.

**OFFENSE:** A crime or other violation of this Code.

**OPERATOR:** The person who is generally in charge of or responsible for conducting any business, profession, or enterprise.

**ORDINANCE:** A general health, safety, or welfare regulation applicable within City limits, adopted pursuant to the authority delegated to the City by the Idaho Constitution, Idaho Code, and the City Charter.

**OWNER:** Any person owning or possessing or acquiring a financial or possessory interest in real or personal property, including any part owner, joint owner, tenant in common, joint tenant, remainderman, or person holding an equitable or a life estate or reversionary interest of any kind. This definition includes part owners, joint owners, tenants in common, point tenants, and lessees of buildings or land, regardless of whether the lease is for the whole or part of such building or land.

**PERSON:** A human being or group of individuals and any public or private corporation, firm, partnership, trust, estate, sole proprietorship, joint stock company, cooperative, association, organization, government, body corporate and politic, or any other entity recognized under Idaho law.

**PERSONAL PROPERTY:** Any movable or intangible thing that is subject to ownership and not classified as real property. This definition includes money, goods, chattels, evidences of debt, and general intangibles, as these terms are defined by the Idaho Uniform Commercial Code, Idaho Code Title 28, as amended.

**PREMISES:** A building and the contiguous land to the building.

**PROPERTY:** Includes both real and personal property.

**RESOLUTION:** Council adopted statement of policy or intent but which is not an Ordinance.

**RIGHT-OF-WAY:** The privilege of the immediate use of the roadway or other property.

**SIGNATURE:** Includes any name, mark, or sign written with the intent to authenticate any instrument of writing.

**STANDARD DRAWINGS AND ENGINEERING SPECIFICATIONS:** The Standard Drawings and Engineering Specifications as adopted by the Council from time to time by Ordinance or Resolution.

STATE: The State of Idaho.

STREET: All public roads, highways, ways, alleys, and rights-of-way and easements used for the movement of vehicular traffic, including any public sidewalks adjacent thereto.

TENANT: A person who pays rent in exchange for a possessory right to use or occupy another's land, typically under a lease or a similar agreement.

THOROUGHFARE: Includes highways, streets, alleys, lanes, courts, boulevards, public ways, public squares, public spaces, and sidewalks.

WILLFULLY: Some definitions of "willfully" are very closely related with definitions of "knowingly." The United States Supreme Court distinguishes between "knowingly" and "willfully" by requiring the government to prove that a defendant acted with a "bad purpose" to establish "willfully." "Willfully" requires that the government prove that the defendant knew their conduct was unlawful and that the defendant intended to do something that the law forbids. *Bryan v. United States*, 524 U.S. 184 (1998).

WRITING: Includes, but is not limited to, handwriting, typewriting, printing, photostating, photographing and every means of recording, including letters, words, pictures, sounds or symbols or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, magnetic or punched cards, discs, drums, or other documents.

...

~~1-3-5: DEFINITIONS: Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below:~~

~~AGENT: A person acting on behalf of another.~~

~~BUILDING OFFICIAL: The Director of the Community Development Services Department of the City, or their nominee.~~

~~CITY: The City of Idaho Falls, County of Bonneville, State of Idaho.~~

~~CITY ATTORNEY: An attorney appointed by the Mayor to provide general counsel and legal assistance to the City and to prosecute or defend all civil actions in which the City is a party.~~

~~CITY ATTORNEY PROSECUTING: An attorney appointed by the Mayor to prosecute violations of this Code.~~

~~COUNCIL: The lawfully elected City Council of the City.~~

~~CRIME: An act in violation of this Code.~~

~~FELONY: A crime as defined under Idaho Code, Section 18-111.~~



~~INFRACTION: A civil public offense, not constituting a crime, which is punishable only by a fine for which no incarceration may be imposed.~~

~~INTERNATIONAL BUILDING CODE: The International Building Code as adopted by Ordinance of the City.~~

~~INTERNATIONAL FIRE CODE: The International Fire Code as adopted by Ordinance of the City.~~

~~INTERNATIONAL RESIDENTIAL CODE: The International Residential Code as adopted by Ordinance of the City.~~

~~LICENSE: The permission granted for the carrying on of a business, trade, profession or occupation.~~

~~MISDEMEANOR: Every crime except a felony.~~

~~OCCUPANT: Any person who occupies the whole or any part of such building or land whether alone or with others.~~

~~OFFENSE: A crime or other violation of this Code.~~

~~OPERATOR: The person who is generally in charge of or responsible for conducting any business, profession or enterprise.~~

~~OWNER: Any person owning real or personal property, including any part owner, joint owner, tenant in common, joint tenant, remainderman or person holding a life estate or reversionary interest of any kind.~~

~~PERSON: A human being and any public or private corporation, firm, partnership, trust, estate, sole proprietorship, association, organization, government, or any other entity recognized under Idaho law.~~

~~PERSONAL PROPERTY: Money, goods, chattels, effects, rights in action and all written instruments evidencing any pecuniary obligation.~~

~~RIGHT OF WAY: The privilege of the immediate use of the roadway or other property.~~

~~STANDARD DRAWINGS AND SPECIFICATIONS: The Standard Drawings and Specifications, adopted from time to time by Resolution of the Council, a copy of which shall be kept on file with the City Engineer and shall be available to members of the public.~~

~~STATE: The State of Idaho.~~

~~STREET: All public roads, ways, alleys and rights of way used for the movement of vehicular traffic, including any public sidewalks adjacent thereto.~~

~~TENANT: Any person who occupies any building or real property for a consideration to the owner.~~

~~UNIFORM CODE FOR ABATEMENT OF DANGEROUS BUILDINGS: The Uniform Code for Abatement of Dangerous Buildings as adopted by ordinance of the City.~~

~~UNIFORM PLUMBING CODE: The International Plumbing Code as adopted by Ordinance of the City.~~

1-3-65: CAPTIONS: The captions and titles used at the commencement of each section or subsection of this Code are used only to indicate the content of the section and shall not limit, modify or in any manner affect the scope, meaning or intent of the provisions thereafter.

**SECTION 2.** Title 10, Chapter 1, of the City of Idaho Falls Code is hereby amended to read as follows:

...

10-1-3: DEFINITIONS: Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below:

...

RURAL STREET STANDARD: A typical rural street section as shown in the ~~Standard Drawings and Specifications~~Engineering Design Policy Manual.

...

~~STANDARD DRAWINGS AND SPECIFICATIONS: Standard Drawings and Specifications.~~

...

STREET STANDARDS: The cross sections and construction standards for typical street sections, as set forth in the ~~Standard Drawings and Specifications~~Engineering Design Policy Manual.

...

10-1-5: GENERAL SUBDIVISION STANDARDS:

...

(E) Engineering Design Policy Manual: The Engineering Design Policy Manual, adopted from time to time by Resolution of the Council, a copy of which shall be kept on file with the City Engineer and shall be available to members of the public.

~~(E)~~(F) Lot Improvements:

- (1) Each lot shall be arranged so that the lot meets all qualifications necessary to secure a City building permit.
- (2) Lot dimensions shall conform to the minimum standards in the Zoning Ordinance.
- (3) A lot shall have full frontage on, and access to, a dedicated street.
- (4) No residential lot shall have direct access to an arterial street. Direct access to arterial streets from commercial or industrial lots shall be permitted only

where it can be demonstrated that:

- (a) The direct access will not impede the flow of traffic on the arterial street or otherwise create an unsafe condition;
- (b) There is no reasonable alternative for access to the arterial street from the proposed point of access;
- (c) There is sufficient sight distance along the arterial street from the proposed point of access;
- (d) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and
- (e) The developer agrees to provide all public improvements, such as turning lanes or signals, necessitated for the safe and efficient use of the proposed access as determined by the City Engineer.
- (f) Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.
- (g) Side lot lines shall be at, or near, right angles or radial to the street within the required front setback. Corner lot lines intersecting right-of-way lines shall be chamfered by a right-of-way line that is determined by the chord of a minimum twenty foot (20') radius tangent curve.
- (h) All property within the subdivision shall be included within a lot or within an area dedicated for public use.
- (i) All residential corner lots shall be a minimum of ten percent (10%) larger in area than the average of all non-corner lots and non-wedge shaped lots within the plat or subdivision. If fewer than ten (10) such lots are shown in the subdivision or plat under consideration, the Director may use other adjacent plats or subdivisions within the surrounding area to calculate the average area of all similarly zoned lots within the vicinity of the subdivision.

(F)(G) Blocks:

- (1) Blocks shall be designed in accordance with sound engineering practices and standards, taking into consideration such factors as access, circulation, traffic safety and control, topography, utilities, and service easements.
- (2) A residential block length shall not exceed one thousand three hundred feet (1,300'), nor shall it be less than four hundred feet (400') in length. The Planning and Zoning Commission may recommend (and the Council may require) dedication and

construction of hard-surfaced pedestrian ways, where necessary, to provide safe and convenient circulation or access to schools, parks, playgrounds, the river and greenbelt, shopping areas, alternate modes of transportation, planned pathways, or any other community facilities.

~~(G)~~(H) Street Requirements:

- (1) Every major street in the subdivision shall conform to the major street plan of the City, as set forth in the Comprehensive Plan.
- (2) The alignment and width of a previously platted street shall be preserved unless topographical conditions or existing buildings or structures require otherwise.

~~(H)~~(I) Street Classification:

- (1) Roadway classifications shall comply with the Comprehensive Plan and the current Access Management Plan provided by the Bonneville Metropolitan Planning Organization (BMPO).

~~(I)~~(J) Cross Sections:

- (1) Final geometric design of street sections shall be approved at the time improvement drawings are submitted for approval by the City. Traffic counts and traffic impact studies, when required, shall be performed by the developer and submitted to the City for review and approval

~~(J)~~(K) Right-of-way Width:

- (1) Right-of-way width within a subdivision shall comply with the following:
  - (a) For residential and commercial zones and adjacent to institutional uses in any zone, a sixty foot (60') minimum right-of-way width is required.
  - (b) For a residential collector a minimum seventy foot (70') right-of-way width is required.
  - (c) For industrial zones a minimum seventy foot (70') right-of-way width is required.
  - (d) For arterials and collectors the minimum a right-of-way width required shall be as identified in the Comprehensive Plan.
- (2) Every residential lot adjoining an arterial street shall comply with the following requirements:

- (a) Such lots shall have reverse frontage on the arterial streets.
- (b) Such lots shall be buffered from the arterial street by an effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing.
- (c) The minimum lot depth shall be one hundred fifty feet (150') except where the use of berms, vegetation, and structures are demonstrated to constitute an effective buffer for a dwelling on a lot less than one hundred fifty feet (150') in depth.
- (d) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer.
- (e) Parking areas may be used to buffer arterial streets from high density residential uses except that a parking area shall not extend into a required landscape buffer.
- (f) Development agreements shall include provisions for installation and continued maintenance of arterial buffers.
- (g) No residential lot shall have individual access to an arterial street.
- (h) All public streets and alley rights of way shall be measured from property line to property line. The minimum width of street and alley rights of way shall conform to the typical cross sections and street standards approved by the City, for the street classification designated by the Director and as set forth in the Comprehensive Plan. In determining the street classification, the Director shall take into consideration all of the following factors:
  - (i) Zoning and land usage of the area in which the street is located.
  - (ii) Anticipated traffic volume and character of traffic use.
  - (iii) Character or function of the street.
  - (iv) Vehicular and pedestrian safety.
  - (v) Anticipated future growth in the area served by the street.
  - (vi) Population density in the area served by the street.
- (i) Local streets or minor collector streets serving residentially-zoned areas may be developed to rural street standards (fifty foot (50') right-of-way) only upon the following conditions and only if approved by the City:

- (i) All residential lots bordering such streets have frontage lengths of at least two hundred ten feet (210'); or
  - (ii) The gross average density of the development served by the street is equal to, or less than, one (1) single-family unit per acre.
- (j) A permanent dead-end street shall not be longer than four hundred feet (400'), provided, however, if all lots fronting upon such street are zoned RE, RP, R-1, R-2, or TN, then the street may be constructed to a length not to exceed six hundred feet (600'). Notwithstanding the foregoing, no conditional use or building permit shall be issued for the construction of a school, church, day care center, or multi-family dwelling unit with more than two (2) units, where the primary vehicular access for such use is upon a permanent dead-end street having a length in excess of four hundred feet (400'). Every permanent dead-end street shall have a closed end with a turn-around with a street right-of-way line diameter of at least ninety feet (90') minimum or as required by the Fire Marshal.
- (k) Streets that temporarily dead-end may be permitted with a distance of greater than four hundred feet (400') in length, provided the developer files a preliminary plat depicting a through street connecting to such temporary dead-end street, as part of another phase within that preliminary plat, and provided further the Council may order the developer to file a final plat for such phase of the preliminary plat, at any time at the expiration of three (3) years after the date the plat showing the temporary dead-end street was approved.
- (l) Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than eighty degrees (80°) or greater than one hundred degrees (100°).
- (m) Minor streets shall be so laid out in a manner as will discourage their use by through traffic.
- (n) Streets in subdivisions shall continue the alignment of existing streets in adjoining subdivisions (or their proper projections when adjoining property is not subdivided). Streets, alleys, and utility lines shall be arranged in a manner which will facilitate convenient street extension and connection to future streets, alleys, and utility lines developed by the owners of adjoining.
- (o) Minimum street grades of four-tenths percent (0.4%) and corner radius of six-tenths percent (0.6%) shall be required with the maximum grade being seven percent (7%) for secondary and major streets and ten percent (10%) for local or minor streets.

- (p) All streets and alleys shall be completed to the grades approved by the City.
- (q) Where street lines within a block deflect from each other at any one point more than ten degrees (10°), there shall be a connecting curve. The radius of the curve for the inner right-of-way line shall be not less than seven hundred fifty feet (750') for a major street, three hundred feet (300') for a collector or secondary street, and one hundred seventy feet (170') for local or minor streets.
- (r) Back of curbs at street intersections shall be rounded with curves with a minimum radius of twenty-five feet (25').
- (s) No plat shall be laid out in any manner for the purpose of creating a Spite Strip within or adjacent to the subdivision.
- (t) Street name signs shall be erected by the developer in accordance with Standard Drawings and Specifications and this Code.
- (u) All streets and alleys within the subdivision shall be dedicated for public use. The dedication of one-half (1/2) streets in a subdivision is prohibited except where essential to the reasonable development of the subdivision in conformity with other requirements of this Chapter and where it will be practicable to require the dedication of the other one-half (1/2) when the adjoining property is platted, all as determined by the Director. Wherever a one-half (1/2) street is situated adjacent to a parcel of land to be subdivided, the other one-half (1/2) shall be platted within such parcel.
- (v) All street sections, curbs, gutters, and sidewalks shall be constructed in accordance with the Standard Drawings and Specifications. Curbs, gutters, and sidewalks shall be constructed on each side of all public streets, unless otherwise approved in writing by the Director.

~~(K)~~(L) Alleys and Easements:

- (1) The minimum width of any dedicated alley shall be twenty feet (20'), unless otherwise approved by the Public Works Department and Community Development Services Department. Alleys may be required along the rear line of business property, and in the rear of all lots fronting major thoroughfares, as determined by the Director.
- (2) Where alleys are not provided, public utility easements of not less than eight feet (8') in width may be dedicated on each side of all rear lot lines and six feet (6') on side lot lines, where necessary, for poles, wires, conduits, storm or sanitary sewers, and gas and water lines. Easements of greater width may be required by the City

Engineer along lines across lots or along boundaries where necessary for surface drainage or for the extension of main sewers or other utilities.

(3) Alley intersections and sharp changes in alignment shall be avoided, but where necessary and when allowed by the City Engineer, corners shall be of sufficient radius to permit safe vehicular movement.

(4) Dead-end alleys shall be avoided. If unavoidable, such alleys shall be provided with adequate turn-around facilities at the dead-end

~~(L)~~(M) Access Coordination: The access location of a lot to the public right-of-way shall be coordinated so it does not interfere with another lot's access or the safety and efficiency of the transportation system. Lot access should comply with the City's adopted Access Management Plan. A subdivision may be required to provide shared access with adjacent subdivisions. Subdivisions required to have shared access shall execute the necessary cross-access agreements or easements to facilitate the shared access and provide copies of the executed documents to the City prior to the recording of the final plat.

~~(M)~~(N) Sidewalks: Sidewalks shall be provided in all residential and commercial subdivisions unless developed according to rural street standards identified in this Chapter.

~~(N)~~(O) Water and Sewage Facilities: The developer shall ensure that utility improvements and extensions are made to provide sufficient sanitary sewage disposal, storm drainage and water quality and water flow, and pressure for domestic use and fire protection. All water, sewage, and storm drainage utility systems shall be designed and constructed in accordance with the Engineering Design Policy Manual and Standard Drawings and Specifications, and the rules and regulations of the Department of Environmental Quality for the State. No construction on such utility systems may be commenced until the City Engineer and the Department of Environmental Quality have approved the design of such system in writing. No plat shall be recorded by the developer or accepted by the City unless the plat bears the necessary water and sanitary certificates required by Idaho Code.

~~(O)~~(P) Flood Plain Areas: The City may prohibit the subdivision of any portion of land which lies within the flood plain of any body of water as designated by the Federal Emergency Management Agency (FEMA) for the public health, safety and welfare, if it is determined that construction of the subdivision creates a potential hazard to the health or safety of the occupants of the subdivision.

...

**SECTION 3.** Title 10, Chapter 2, of the City of Idaho Falls Code is hereby amended to read as follows:

...

**10-2-4: RESPONSIBILITIES OF DEVELOPERS:** The responsibilities of the Developer and of the City for the construction of bridges and streets shall be as follows:



~~(A) Costs associated with all bridges across canals, ditches, and streams lying entirely within or adjacent to a subdivision within the City or within property to be developed within the City, except arterial and higher classification streets, shall be the responsibility of the Developer. All bridges across canals, ditches, and streams lying entirely within a single subdivision within the City or within property to be developed within the City, and used primarily for the benefit of circulating local traffic shall be constructed by or paid for entirely by the Developer.~~

~~(B) The City shall design and construct all bridges on local, collector, and arterial streets when such bridges are deemed necessary by the City, except as required in subsection (A) above.~~

~~(C) Construction of "controlled access" streets within the City shall be the responsibility of the City. However, the Developer shall dedicate to the public a right of way of a maximum of fifty seven feet (57') in width along any controlled access street adjacent to or within the Developer's subdivision or property.~~

~~(D)(B) Except as provided below, the design and construction of all arterial, collector and local streets, within or bordering adjacent to the Developer's subdivision or property, shall be primarily the Developer's responsibility. The Developer shall dedicate the right of way therefor up to a maximum width of fifty seven feet (57') per each side of the street along which his subdivision or property borders required to support the street classification designated in the BMPO Access Management Plan. The Developer shall be responsible for the design and construction of the roadway features including, but not limited to, all grading, excavation, base, paving, irrigation structures, utility relocations, landscaping, signals, and illumination, sidewalk, curb and gutter, storm drainage facilities, and a minimum of twenty one and one-half foot (21 1/2') width of the street surface per each side of all streets along which his adjacent to the subdivision or property borders, along with any additional reconstruction or repair necessary due to the development-required utility work, needed grade adjustments, or turn lane additions. The ballast depth of any paved street surface for which the Developer has responsibility shall consist of a four inch (4") depth of asphalt plant mix and a ten inch (10") depth of three fourths inch (3/4") crushed gravel aggregate for any subdivision or property located within a Commercial zone, or for which such zoning is requested. The Developer shall be responsible for a paved street section having a ballast depth of two inches (2") of asphalt plant mix and six inches (6") of three fourths inch (3/4") crushed gravel aggregate for any subdivision or property not located within the Commercial Zone or for which a zoning classification other than such zone is requested shall be in conformance with the Engineering Design Policy Manual. The City shall be responsible for the costs of the extra width of street paving over and above the twenty one and one half feet (21 1/2') width per side of the street, and the extra depth of street paving over and above~~

~~those ballast depths specified above as being the Developer's responsibility, provided, however:~~

~~(1) If the Developer chooses to develop his subdivision or property in such a manner that there is no private access to an adjacent arterial street, irrespective of whether or not the arterial street has been designated as a controlled access street, the Developer shall only be responsible for designing and constructing the curb and gutter, sidewalk and storm drainage facilities, along said arterial street frontage; and the City will be responsible for the cost of designing and constructing the entire street section along said street frontage.~~

~~(2) If the Developer chooses to develop his subdivision or property in such a manner that there is no private access to an adjacent collector or local street, the Developer shall still be responsible for the costs of constructing the sidewalk, curb and gutter, paved street surfacing and storm drainage facilities, along said collector or local street frontage in accordance with the allocation of responsibility set forth above.~~

~~(3) If the Developer develops his subdivision or property in such a manner that any street therein is roughly parallel with and immediately adjacent to a canal, river, freeway, controlled access arterial street or other such similar facility or topographical feature whereby the access to and use of such street is from one side only, the Developer shall be responsible for the entire width of street section and all sidewalk, curb and gutter and storm drainage facilities along both sides of the street. Notwithstanding the foregoing, the City will be responsible for the extra asphalt plant mix and ballast depth as set forth above.~~

(C) If any street in or adjacent to a subdivision is roughly parallel and adjacent to a canal, river, freeway, arterial street or other such similar facility or topographical feature (as determined by the City), the Developer shall be responsible for the necessitated construction of both sides of street section and all sidewalk, curb and gutter and storm drainage facilities along subdivisions's street frontage. City shall be responsible for installation costs of additional street sections required for pavement widths greater than forty-three (43) feet, not including auxiliary lanes necessary for the subdivision.

~~(E)~~(D) All streets, sidewalks, curbs, gutters or other public improvements which the developer is required to construct shall be constructed in accordance with the Engineering Design Policy Manual and the Standard Drawings and Specifications.

**SECTION 4.** 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 5.** Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

**SECTION 10.** Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**SECTION 11.** Effective Date. This Ordinance shall be in full force and effect 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 \_\_\_\_\_, 2021.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

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

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

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Ordinance  
entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A  
MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING  
CITY CODE TO REQUIRE USE OF AN ENGINEERING DESIGN POLICY  
MANUAL WHERE INDICATED; REORGANIZING GENERALLY  
APPLICABLE CODE PROVISIONS; AND PROVIDING SEVERABILITY,  
CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING  
EFFECTIVE DATE.”

(SEAL)

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

# Memorandum

File #: 21-246

City Council Meeting

**FROM:** Brad Cramer, Director  
**DATE:** Tuesday, September 14, 2021  
**DEPARTMENT:** Community Development Services

## Subject

Business Improvement District Management Agreement between the City of Idaho Falls and the Downtown Development Corporation.

## Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Business Improvement District Management Agreement between Idaho Falls Downtown Development Corporation and the City of Idaho Falls (or take other action as deemed appropriate).

## Description, Background Information & Purpose

As part of the Business Improvement District (BID) for the downtown area, each year the City has renewed an agreement with the Idaho Falls Downtown Development Corporation (IFDDC). The agreement establishes what funds IFDDC will receive in support of achieving identified goals and objectives. The agreement also requires IFDDC to hold an annual meeting with BID members and report to the City Council.

## Alignment with City & Department Planning Objectives



## Interdepartmental Coordination

This agreement was reviewed by staff from the Planning Division and the Legal Department.

**Fiscal Impact**

Click or tap here to enter text.

**Legal Review**

This agreement has been reviewed by Legal pursuant to applicable law.

## **MANAGEMENT AGREEMENT**

THIS AGREEMENT, entered into by and between the CITY OF IDAHO FALLS, State of Idaho, a municipal corporation, hereinafter referred to as the “City,” P. O. Box 50020, Idaho Falls, Idaho 83405, and the IDAHO FALLS DOWNTOWN DEVELOPMENT CORPORATION, an Idaho non-profit corporation, 425 N Capital Ave, Idaho Falls, Idaho, 83402, hereinafter referred to as the “Corporation.”

### **WITNESSETH:**

WHEREAS, the City, pursuant to Ordinance No. 3125 (the “Ordinance”), as authorized by Idaho Code Section 50-2601, *et seq.*, did establish a Business Improvement District, hereinafter referred to as the “DISTRICT,” and

WHEREAS, the Corporation was organized and established for the purpose of revitalizing the Idaho Falls Downtown area and operates primarily within the boundaries of the District as established by the Ordinance, and

WHEREAS, the Corporation is willing to and is capable of providing certain administration and management services to the City regarding operation of the District;

NOW, THEREFORE, for good and valuable consideration set forth herein, the parties agree as follows:

1. Pursuant to Idaho Code Section 50-2611, the City hereby retains the Corporation to provide certain management services as set forth in Exhibit A attached hereto, regarding the management and operation of the District. The Corporation warrants it has adopted By-Laws necessary to fulfill the terms of this Agreement and further covenants such administration complies with all applicable provisions of state and local law including, but not limited to, Chapter 26, Title

MANAGEMENT AGREEMENT

50, of the Idaho Code.

2. The principal office of the Corporation and registered agent thereof is presently located at 425 N Capital Ave, Idaho Falls, Idaho 83402, and all notices required by this Agreement to be sent to the Corporation shall be mailed to such office or such other address designated in writing by the Corporation to the City.

3. On or before May 1, 2022, the Corporation shall hold a public meeting for the purpose of allowing public comments and input regarding proposed projects, goals, objectives and expenditures of the District for the 2022/2023 fiscal year. Such meeting shall be open to all persons against whom assessments are levied under the Ordinance and all persons who own or operate businesses within the District. The Corporation shall mail a written notice of the meeting stating the date, time, place and purpose of the meeting to all such businesses not less than fifteen (15) days prior to the date of the meeting.

4. On or before June 1, 2022, the Corporation shall provide to the City a projection of anticipated revenues and recommended expenditures of the District for the 2022/2023 fiscal year of the City. The Corporation shall also establish and identify goals, objectives, projects and marketing and advertising campaigns for which BID revenues are to be utilized and shall simultaneously submit such information to the City. The City Council shall thereafter review such reports and recommendations and provide any comments or exceptions to the Corporation.

5. Upon receipt by the City of any appeal of any BID member of his or her assessment pursuant to Section 30 of the Ordinance, the City may forward the same to the Corporation. Upon receipt of such appeal, the Corporation shall forthwith review the appeal and make recommendations to the City Council regarding an appropriate disposition of the appeal.

MANAGEMENT AGREEMENT



6. The Corporation shall keep correct and complete books and records of accounts, shall keep minutes of the regular and special meetings of the Board of Directors of the Corporation and shall keep at the principal office a record of the names and addresses of all BID members. All books and records of the Corporation may be inspected by the City or its agents for any proper purpose at any time during normal business hours.

7. In consideration of the management services provided to the City by the Corporation, the City agrees to pay the Corporation the sum of \$85,500, due and payable as follows:

- a. The sum of \$25,000, due and payable on or before October 1, 2021;
- b. The sum of \$35,000, due and payable on or before January 1, 2022;
- c. The sum of \$25,500, due and payable on or before June 1, 2022.

Notwithstanding the foregoing, in the event the total amount of the assessments collected by the City under the Ordinance as of any of such due dates is insufficient to make such installment payments, the City shall have the obligation to remit only such amounts for which it has received sufficient revenues from assessments against business owners within the District. If the city thereafter receives further assessment payments, it shall thereafter remit, from time to time and as frequently as practical, amounts sufficient to cure such shortfalls. Further, in the event a court of competent jurisdiction holds the Ordinance to be invalid or unenforceable in any respect, then the City and the Corporation shall be released from any and all monetary obligations hereunder and this Agreement shall be deemed null and void.

8. The Corporation shall hire staff as determined by its Board of Directors to coordinate and assist in the administration of the operation of the District.

9. The City shall be responsible for billing and collecting all BID assessments and

MANAGEMENT AGREEMENT

accounting for all revenues to and expenditures of the District in collaboration with the County.

10. The term of this Agreement shall commence on October 1, 2021 and shall terminate on September 30, 2022. The parties may renew this Agreement by mutual consent provided notification of the desire to renew this contract shall be given not less than one hundred twenty (120) days prior to the execution of this proceeding contract term.

11. Whenever used in this Agreement and when required by the context, the singular number shall include the plural, gender shall include the masculine, feminine and/or neuter genders, as may be applicable, and persons shall include corporations, trusts, partnerships or other lawful associations of any kind.

12. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.

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

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF IDAHO FALLS

IDAHO FALLS DOWNTOWN  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Rebecca Casper, Mayor

By: \_\_\_\_\_  
Jake Durtschi, Chair

MANAGEMENT AGREEMENT

## EXHIBIT A

### **Idaho Falls Downtown Development Corporation**

#### **Mission:**

Idaho Falls Downtown Development Corporation (IFDDC) advances our historical downtown as the regional center for commerce, culture and leisure activities for residents and visitors.

#### **Organization:**

The Idaho Falls Downtown Development Corporation is a non-profit 501 (c) (6) organization.

A Board of Directors of thirteen has volunteered to implement the goals to achieve the mission. General board meetings are open to the public and held the first Tuesday of every month at 8:30 a.m.

#### **Objectives:**

Idaho Falls Downtown Development Corporation Objectives:

1. **Promotion:** Enhance commercial district image development, work with special events and retail promotions, and work with the media.
2. **Economic restructuring:** Conduct a yearly market analysis, focus on business retention and recruitment, encourage real estate development.
3. **Organization:** Fund raising, volunteer recruitment, staff support, financial accounting and program promotion.
4. **Design:** Design education, architectural services, develop incentives for rehabilitation, and plan public improvements.
5. **Executive:** Consists of president, vice-president, secretary and treasurer from the Board of Directors whom oversees the budgeting, staffing, grants and operations of the corporation.

#### **Goals:**

The Idaho Falls Downtown Development Corporation has the following goals:

- Branding Downtown
- Business Recruitment & Retention
- Increase Downtown Visitors & Shoppers
- Community Feel Among Merchants & Building Owners
- Improve Broadway Corridor
- Identify Infrastructure Improvements

## MANAGEMENT AGREEMENT

### **Downtown Projects:**

The Idaho Falls Downtown Development Corporation has identified the following projects:

- Intersection re-striping per the Downtown Plan
- Public Art
- Alley improvements (i.e. lighting and seating in alley) per the Downtown Plan
- Power line undergrounding in conjunction with Idaho Falls Power

### **Marketing and Advertising Campaigns:**

The Idaho Falls Downtown Development Corporation is promoting downtown by increasing the events held downtown. These events market the downtown businesses and area to those who attend. We have launched a Downtown Gift Certificate which can be used throughout downtown. We are also partnering with the Museum of Idaho to market their new exhibits while they in turn market the downtown to their customers. The events planned for 2020 - 2021 pending the COVID 19 pandemic is controlled and we have approve from EIPH and the City to host these events:

- **March** –St Paddy’s Day on Park, Find the Easter Bunny
- **April** – SpringBrew
- **July** – Taste of Downtown
- **September** – OktoberFest

### **IFDDC Staff Goals**

- New signage on Greenbelt (replace kiosk)
- Broadway signage
- Overall marketing plan/execution for IFDDC (social media, print, video)
  - Expand social media presence with Instagram
    - Develop #BeADowntowner hashtag with ambassadors
- Execute events successfully and meet financial goals
- Develop metrics for tracking success/failure and progress
- Explore and consider joining Main Street America Program
- Execute Public Art Projects
- Execute beautification for downtown
- Research and find new grant opportunities for IFDDC
- Seek out tourism spots for marketing materials

# Memorandum

File #: 21-247

City Council Meeting

**FROM:** Brad Cramer, Director  
**DATE:** Tuesday, September 14, 2021  
**DEPARTMENT:** Community Development Services

## Subject

Parking Management Agreement between IF-1, LLC and the City of Idaho Falls for The Broadway parking garage.

## Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Parking Management Agreement between IF-1, LLC and the City of Idaho Falls (or take other action as deemed appropriate).

## Description, Background Information & Purpose

The attached agreement is for management of parking facilities at The Broadway. The parking spaces are public but managed by IF-1, LLC. The agreement is a renewal for one year.

## Alignment with City & Department Planning Objectives



## Interdepartmental Coordination

This agreement was reviewed by staff from the Planning Division and the Legal Department.

**Fiscal Impact**

Click or tap here to enter text.

**Legal Review**

This agreement has been reviewed by Legal pursuant to applicable law.

## PARKING MANAGEMENT AGREEMENT

PARKING MANAGEMENT AGREEMENT, made and entered this \_\_\_\_ day of September, 2021, by and between IF-1, LLC, an Idaho limited liability company, herein referred to as "IF-1," and City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, referred to as "CITY."

### WITNESSETH:

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 IF-1, subject to the full and faithful performance of the terms and conditions of this Agreement, the parking spaces within the Garage Unit and Surface Parking Unit within The Broadway, located at 560 West Broadway and 344 Memorial Drive and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "Garage"). IF-1 shall be entitled to the exclusive use of the Garage solely for the purpose of providing parking spaces for the public and the customers and tenants of The Broadway.

**2. Term.** The term of this Agreement shall commence from the date of execution by all parties and shall terminate on September 30, 2022.

**3. Rental and Payment.** IF-1 agrees to pay to CITY as rent for the Garage the sum of one dollar (\$1), due and payable concurrently with the execution of this Agreement.

**4. Use of Garage.** IF-1 is hereby granted the privilege of using the Garage for the purpose of providing off-street parking for the public and the customers and tenants of The Broadway.

**5. Limitation on Use.** IF-1 agrees that the Garage and improvements thereon shall be used only for the temporary parking of private motor vehicles by the public and the customers and tenants of The Broadway. IF-1 further agrees that the Garage shall not be used for parking of commercial vehicles, as defined by Idaho Code § 49-123 or for any other commercial purpose, except as permitted in this Agreement or without the express written consent of CITY.

The Garage shall be operated as a public parking facility and the parking spaces therein shall be generally open and available for parking by the public, including customers and tenants of The Broadway, on a first-come first-served basis; provided, however, that IF-1 may charge a fee to the public and customers and tenants of The Broadway to park in the Garage, as set forth in Paragraph 8 of this Agreement. CITY shall

have no authority to make additional rules or set standards governing the parking of vehicles in the Garage during the term of this Agreement.

**6. Utilities.** IF-1 shall be responsible for and pay all utilities for the Garage. CITY shall have no obligation to construct or provide water or sanitary sewer service lines, electrical, sanitation, telephone, or other utility services to the Garage.

**7. Maintenance of Garage.** IF-1 agrees to keep the Garage clear of any debris, trash, weeds, clutter, or other unattractive items of personal property. IF-1 shall also keep the Garage reasonably clear of snow, ice, or other obstruction or hazard to its use as a parking lot and pedestrian way. IF-1 shall also ensure the parking spaces are properly and clearly designated by pavement striping and parking barriers. IF-1 shall establish and maintain clearly marked entrance and exit points for vehicles, marked pedestrian access to elevators and stairs connected to underground and surface levels, adequate lighting and monitoring equipment, any parking management or control equipment (including automated gates, automatic ticket dispensers, or “attendant-less” kiosks), all elevators and stairs, signage, curbs, bumper guards, and wheel blocks. IF-1 shall also be responsible for maintaining fire suppression systems and providing and maintaining fire extinguishers. All other maintenance, repair and replacement of any portion of the Garage shall be the duty and responsibility of CITY, provided that if any portion of the Garage is damaged due to IF-1’s failure to secure the Garage or failure to comply with this paragraph IF-1 shall be responsible for the repair or replacement.

**8. Property Damage and Public Liability Insurance.** IF-1 shall maintain and pay for fire and extended coverage insurance. In the event of any covered loss or damage to the Garage, IF-1 shall promptly restore the premises to the same or better condition as such improvement existed prior to such loss, to the extent insurance proceeds are available to fund such restoration work. In the event the premises are totally destroyed or otherwise rendered inhabitable as a result of an uninsured cause, then this Agreement may be terminated by City if IF-1 shall fail to commence substantially the reconstruction of the Garage.

IF-1 agrees to obtain, at IF-1’s own proper cost and expense, a policy of public liability insurance protecting and indemnifying City and IF-1 against all claims for damages to person or property or for loss of life or of property occurring upon, in, or about the Garage and arising from the use, operation and maintenance of the Garage with liability limits of \$50,000 property damage and \$500,000 single limit with respect to bodily injury or death to any person or persons. City shall be named as co-insured on all such policies.

Prior to the delivery of the possession of the premises, IF-1 shall deliver a certificate of insurance to City evidencing the existence of property damage and public liability insurance described above. The policies shall provide that all notices issued by the insurance company pertaining to any changes in insurance coverage, delinquent premium notices, or other matters pertaining to any changes in insurance coverage



provided by such insurance policies shall be sent to both City and IF-1. City shall have the right at any time to require IF-1 to provide to City a copy of such insurance policies, together with any amendments or additions to such insurance policies and evidence that all payments required to be made in order to maintain such insurance in full force and effect have been paid in full by IF-1.

**9. Parking Rates.** IF-1 shall have the discretion to set fees for parking in the Garage, provided that the fees do not exceed rates generally charged for public parking within the Idaho Falls downtown area. IF-1 may set fees for hourly parking or monthly parking provided that IF-1 shall offer the hourly or monthly parking fees to the public on the same terms as to the customers and tenants of The Broadway. IF-1 may also sell more monthly parking spaces than there are spaces allocated to monthly parking, within recognized industry standards. Notwithstanding, the City shall have the right to evaluate any such arrangement to ensure that the Garage is functioning in a commercially reasonable manner.

**10. Waste.** IF-1 agrees it will not commit nor permit any waste, or destruction of the Garage or the improvements thereon, and shall upon the expiration of the term hereof, return the Garage to CITY in the same condition as now exists, reasonable wear and tear excepted.

**11. Compliance With Applicable Law.** IF-1 agrees at all times herein to comply with all applicable rules, regulations, ordinances, statutes, or administrative laws of the City of Idaho Falls, Bonneville County, the State of Idaho, the United States of America, or any agency or political subdivisions thereof having jurisdiction over the Garage. Notwithstanding the foregoing, IF-1 shall have no obligation to improve, alter or otherwise modify the physical structure of the Garage due to any changes in the rules, regulations, ordinances, statutes or administrative laws applicable to the Garage.

**12. Compliance With Environmental Laws.** IF-1 agrees not to store, dispose, use, or allow the use of any "hazardous substance" or "hazardous waste" upon the Garage, 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"). Notwithstanding the foregoing, IF-1 may store, use and permit to be used hazardous substances in the Garage in a safe and prudent manner and in accordance with the requirements of all applicable Environmental Laws those kinds and quantities of Hazardous Materials that

are normally used in conducting the activities permitted under this Agreement. In no event will IF-1 be in breach of this paragraph due to the use, release or disposal of petroleum or petroleum by-products by users of the Garage.

CITY, and its agents, attorneys, employees, consultants and contractors, hereby reserve the right to enter upon and inspect the Garage at any time for the purpose of determining IF-1's compliance with the provisions of this paragraph, including without limitation the right to perform such inspections, examinations, subsurface testing, soils, and groundwater testing and other tests necessary to protect CITY's interest in the Garage and ensure IF-1's compliance with the terms and provisions of this paragraph.

If IF-1 fails to strictly comply with the Environmental Laws, CITY may immediately and without prior notice enter upon the Garage and take such response action as reasonably necessary to bring the Garage 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 IF-1.

CITY may, at the termination of this Agreement, perform an environmental audit of such scope and extent determined necessary by CITY, in order to determine IF-1's compliance with the terms and provisions of this paragraph. Such audit shall be performed at the sole expense of CITY.

IF-1 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 IF-1'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 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 Agreement, whichever is longer. Nothing herein shall be deemed to impose upon IF-1 any obligation or duty to indemnify CITY on account of any violation of the environmental laws by CITY, by any owner or leaseholder of the Garage prior to the commencement of the term of this Agreement, or for the conduct or omission of any user of the Garage.

**13. Indemnification.** IF-1 agrees to indemnify, defend, and hold City, its agents, elected officials, officers, representatives, and employees harmless from any and all costs, expenses, fees, penalties, liability, or loss resulting from any claim or claims, of any kind or nature, arising directly or indirectly from the acts of IF-1, its agents, employees, or invitees, under this Agreement.

To the extent permitted by the Idaho Constitution, the Idaho Tort Claims Act, Chapter 6, Title 9 of the Idaho Code, by any other law, City agrees to indemnify, defend, and hold IF-1, its agents, officers, board members, members and employees harmless from any and all costs, expenses, fees, penalties, liability, or loss resulting from any claim

or claims, of any kind or nature, arising directly or indirectly from the acts or omissions of City, its agents, employees, or invitees, under this Agreement.

**14. Assignment.** IF-1 shall not assign, mortgage, encumber, sublease, or transfer this 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.

**15. Termination of Agreement.** IF-1 agrees to surrender and quit the Garage immediately upon the termination of this Agreement.

**16. Default.** In the event IF-1 shall file or have filed against it a petition under the Bankruptcy Act, or shall make an 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, IF-1 shall be deemed to be in default of this Agreement, and in the event IF-1 shall fail to cure such default within thirty (30) days after written notice shall have been given to IF-1 by CITY in a manner provided herein below, the CITY may elect to terminate this Agreement or alternatively or in addition thereto, the CITY may pursue any other remedies at law or in equity to enforce the performance of this Agreement or to recover damages for the breach thereof. Such notice shall generally set forth the nature of the default claimed by CITY.

**17. Notices.** All notices required under the terms of this 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:

IF-1, LLC  
Attn: Arthur F. "Skip" Oppenheimer  
877 Main Street, Suite 700  
Boise, ID 83702

City of Idaho Falls  
Attn: Director of Municipal Services  
P.O. Box 50220  
Idaho Falls, ID 83405

**18. 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.

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

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

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

**22. Complete Agreement.** The parties acknowledge and agree that this writing shall constitute the complete and final agreement of the parties hereto on this topic, that all prior negotiations, representations, or understandings of the parties shall be deemed to merge into and are superseded by this Agreement. This 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.

IF-1, LLC

By: \_\_\_\_\_  
Jeremy Malone, Vice President  
Oppenheimer Development Corporation,  
Managing Member of IF-1, LLC

ATTEST

CITY OF IDAHO FALLS

By: \_\_\_\_\_  
Kathy Hampton  
City Clerk

BY: \_\_\_\_\_  
Rebecca L. Noah Casper  
Mayor



## **EXHIBIT “A”**



# Memorandum

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**File #:** 21-244

**City Council Meeting**

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**FROM:** Brad Cramer, Director  
**DATE:** Tuesday, September 14, 2021  
**DEPARTMENT:** Community Development Services

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## Subject

Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 13.282 acres, Lots 5-11, Block 1, And Lots 1-5, Block 6, Hodson Addition, Division No. 1, and adjacent right-of-way for Woodruff Circle and Hawthorne Street.

## Council Action Desired

- ☒ Ordinance ☐ Resolution ☒ Public Hearing  
☐ Other Action (Approval, Authorization, Ratification, etc.)

1. Approve the Ordinance annexing 13.282 acres, Lots 5-11, Block 1, And Lots 1-5, Block 6, Hodson Addition, Division No. 1, and adjacent right-of-way for Woodruff Circle and Hawthorne Street under a suspension of the rules requiring three complete and separate readings and request 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, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 13.282 acres, Lots 5-11, Block 1, And Lots 1-5, Block 6, Hodson Addition, Division No. 1, and adjacent right-of-way for Woodruff Circle and Hawthorne Street and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of R3A which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 13.282 acres, Lots 5-11, Block 1, And Lots 1-5, Block 6, Hodson Addition, Division No. 1, and adjacent right-of-way for Woodruff Circle and Hawthorne Street. The Planning and Zoning Commission considered this item at its August 3, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

## Alignment with City & Department Planning Objectives



Consideration of annexation must be consistent with the principles of the Comprehensive Plan which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

### Interdepartmental Coordination

The annexation legal description has been reviewed by the Survey Division.

### Fiscal Impact

NA

### Legal Review

This application and ordinance have been reviewed by Legal pursuant to applicable law.




## Legend

 ANNX21-011

 City Limit


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
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
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
 T-1

 T-2

## Zoning


 RE

 RP


 R1

 R2

 TN

 RMH


 R3

 R3A

 PB


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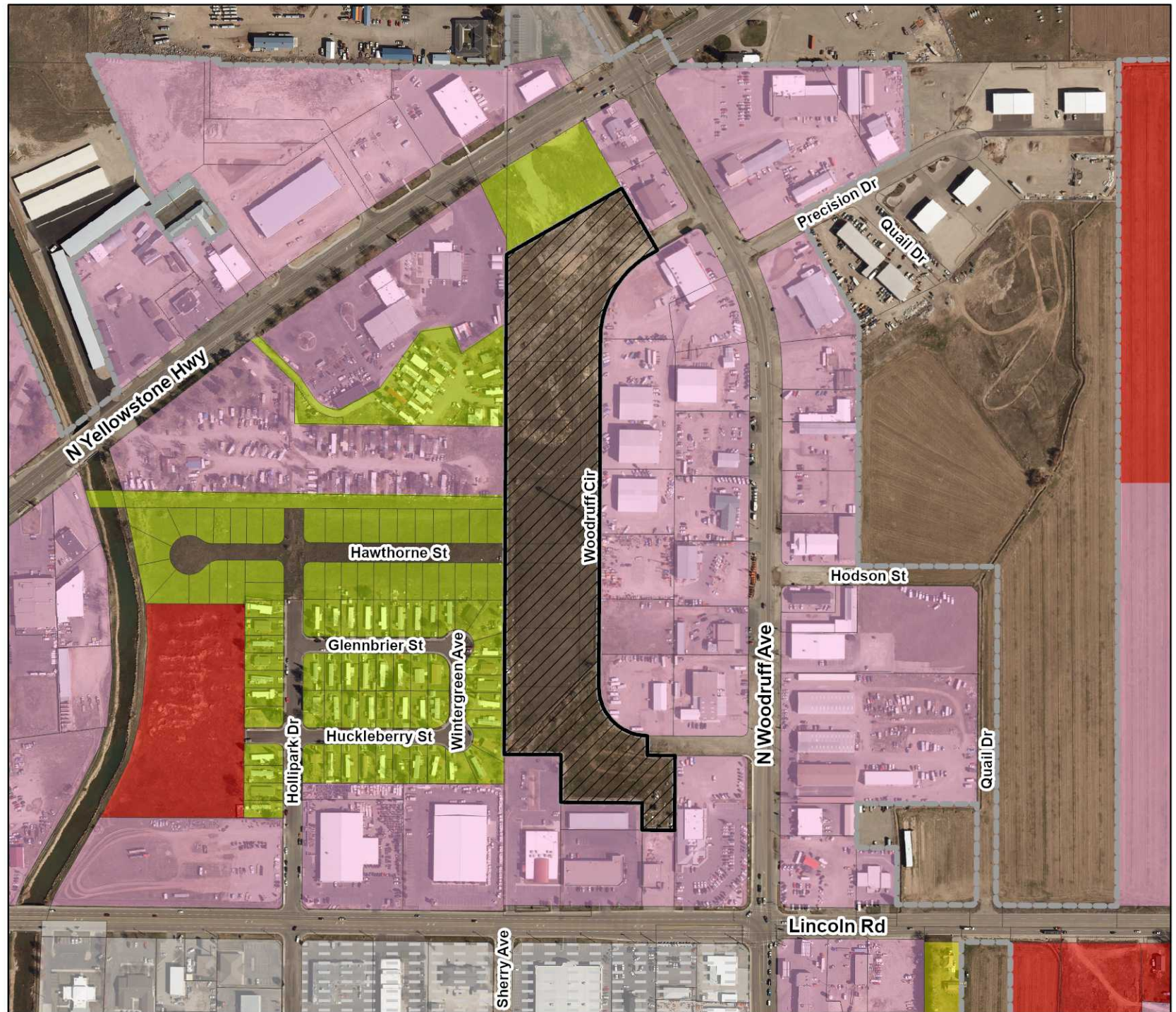
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 HC

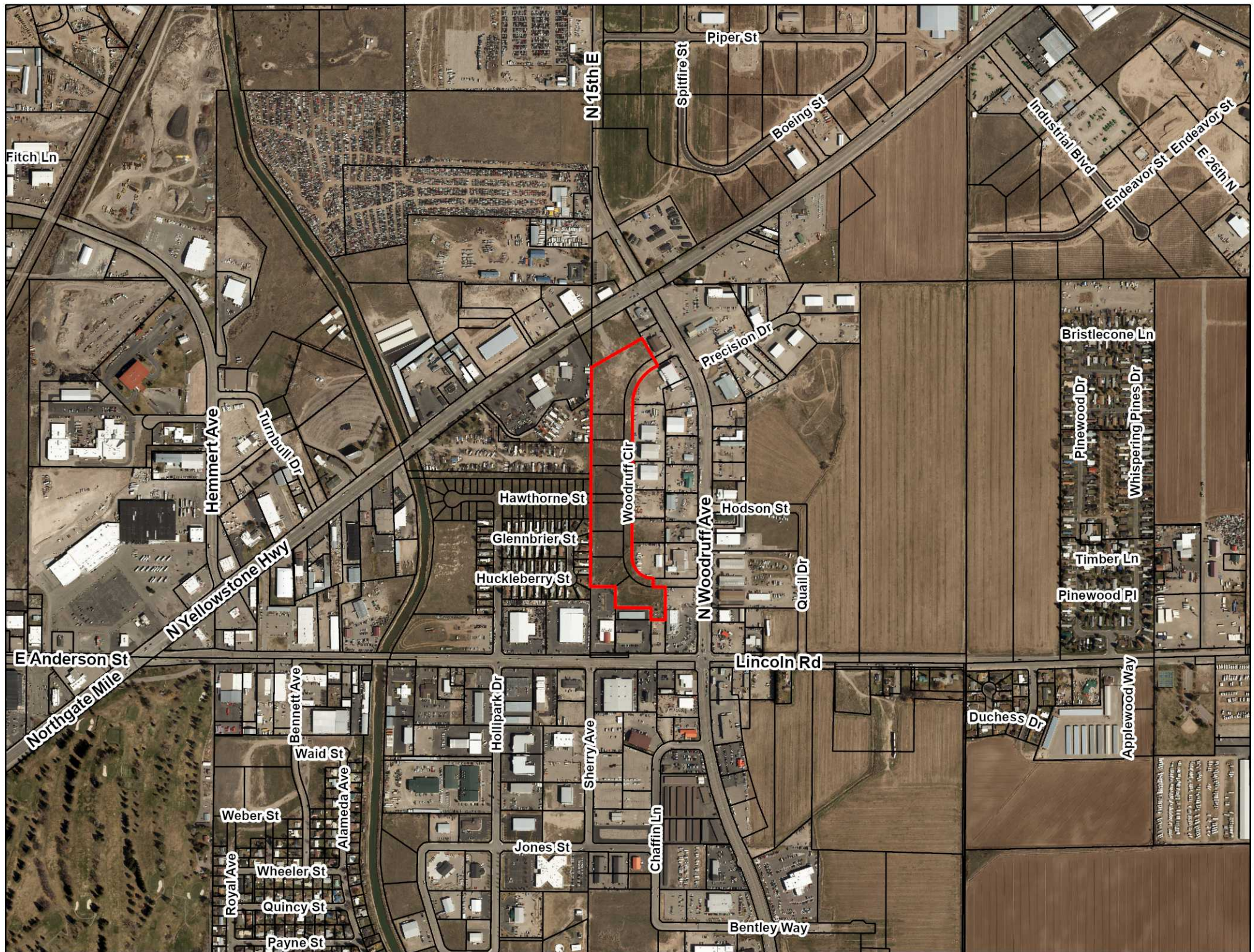
 R&D

 LM

 I&M

 P




















# Annexation & Initial Zoning

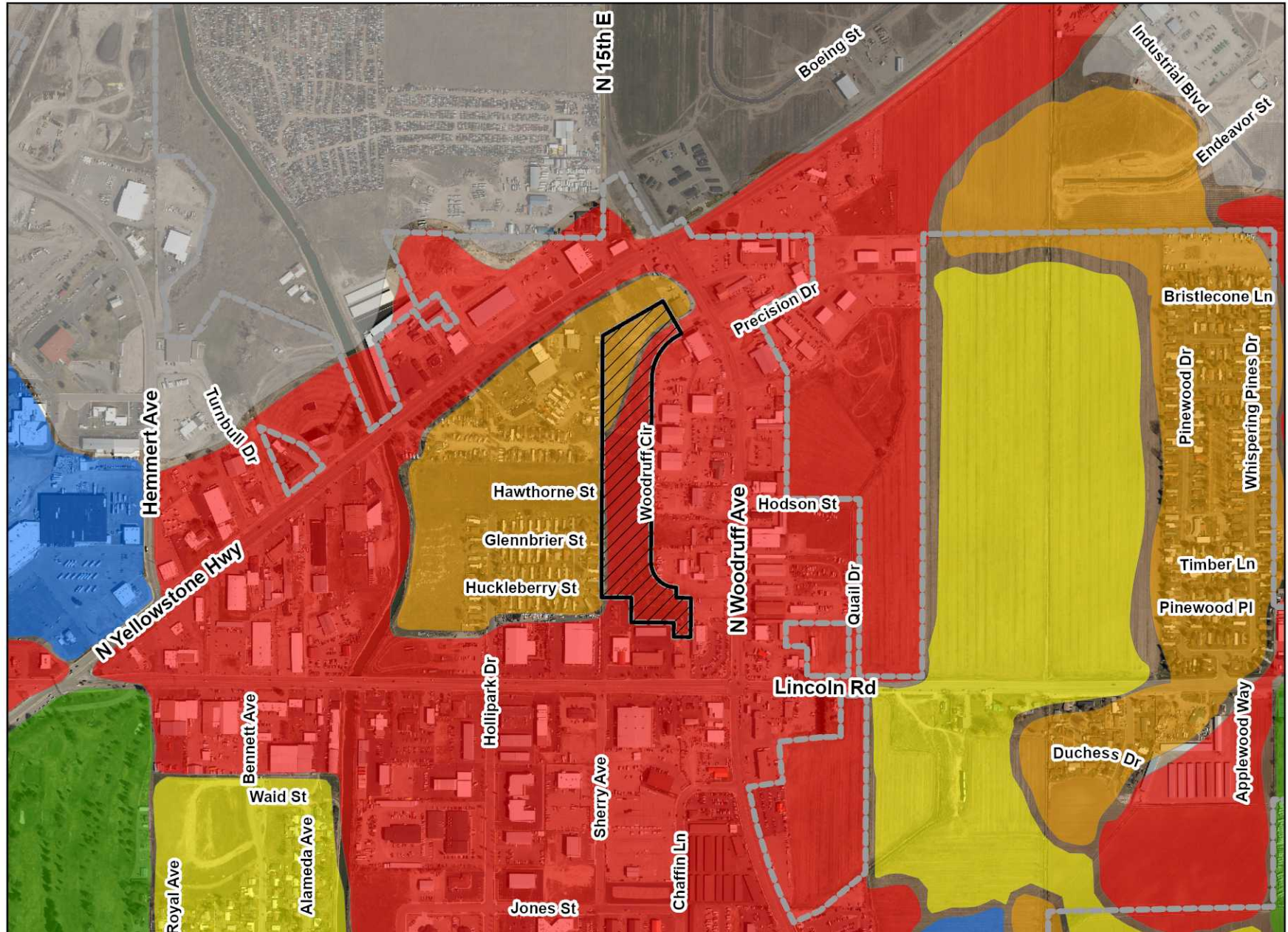
ANNX21-011 Annex/Zone R3A Lots 5-11, Blk 1, Lots1-6, Blk 6, Hodson Add


|   |   |  |  |   |
|---|---|--|--|---|
|  Estate         |  Greenbelt Mixed Uses              |  Commercial               |  Higher Education Centers   |  Railroad-related industrial |
|  Low Density    |  Parks and Recreation              |  Employment Centers       |  Planned Transition         |   |
|  Higher Density |  Public Facilities and Open Spaces |  Medical Services Centers |  Highway-related industrial |   |

## Comprehensive Plan



Planning Division  
City Annex Building  
680 Park Ave.  
Idaho Falls, ID 83402  
(208) 612-8276



| <p style="text-align: center;">STAFF REPORT</p> <p style="text-align: center;"><b>Annexation and Initial Zoning of R3A</b></p> <p style="text-align: center;"><b>13.282 acres,</b></p> <p style="text-align: center;"><b>Lots 5-11, Block 1 and Lots 1-6, Block 6 Hodson Addition and the</b></p> <p style="text-align: center;"><b>Adjacent Right-of-Way for Woodruff Circle</b></p> <p style="text-align: center;"><b>July 20, 2021</b></p>   |  |  |
|---|--|---|
| <p><b>Applicant:</b> Summit Ridge, LLC</p> <p><b>Project Manager:</b> Naysha Foster</p> <p><b>Location:</b> Generally, north of Lincoln Rd, east of Idaho Canal, south of N Yellowstone Hwy, west of N Woodruff Ave.</p> <p><b>Size:</b> Approximately 13.282 acres</p> <p><b>Zoning:</b><br/>Existing: County C-2<br/>North: RMH &amp; HC<br/>South: HC<br/>East: HC<br/>West: HC &amp; RMH</p> <p><b>Proposed Zoning:</b> R3A</p> <p><b>Existing Land Uses:</b><br/>Site: Vacant<br/>North: Vacant<br/>South: Commercial<br/>East: Commercial<br/>West: Mobile Home Park</p> <p><b>Future Land Use Map:</b><br/>Higher Density and Commercial</p> <p><b>Attachments:</b></p> <ol style="list-style-type: none"> <li>1. Comprehensive Plan Policies</li> <li>2. Zoning Information</li> <li>3. Maps &amp; Aerial Photos</li> </ol> | <p><b>Requested Action:</b> To approve of annexation and initial zoning of R3A.</p> <p><b>Staff Comments:</b> The property is located north of Lincoln Rd, west of Woodruff and southeast of N Yellowstone Hwy. The property is currently vacant. It was platted as part of a larger subdivision in the County in 1973. All but this portion of the Hodson Subdivision has been annexed since 2014. The property consists of approximately 13.282 acres.</p> <p><b>Annexation:</b> This is a Category “A” annexation as it is requested by the property owner. The property is a county enclave, being surrounded by the city, and within the Area of City Impact. Annexation of the property is consistent with the policies of the City’s Comprehensive Plan.</p> <p><b>Initial Zoning:</b> The proposed zoning is R3A, Residential Mixed Use. The Comprehensive plan identifies the north portion of this property as Higher Density Residential, with the rest designated as Commercial. The R3A Zone is consistent with this designation, it allows diverse housing types, higher density residential, up to 35 units per net acres and various commercial uses that would allow day to day services and goods. The Comprehensive Plan discusses creating nodes of higher density residential and mixed uses near arterials.</p> <p><b>Staff Recommendation:</b> The Planning and Zoning Commission and staff recommend approval of the annexation and initial zoning of R3A as it is consistent with the policies of the Comprehensive Plan.</p> |   |

## **Comprehensive Plan Policies:**

**Understand the demand for retail in the region.** Idaho Falls is a regional market; however, even a regional market has limits as the number and location of vacant facilities illustrate. When long-term vacant buildings and properties make it apparent the space for retail and related commercial service exceeds the demand, we need to seriously consider zoning for different uses. (p. 34)

**Create a node of higher density housing and mixed uses to provide a ready market and to add interest to our arterial streets.** (p. 34)

**Higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors, with access only to the collector street.** Apartments and townhouses are located adjacent to arterial and collector streets for two reasons. Larger lots necessary for higher density housing offer opportunities for building layout, setbacks, and buffering with berms and fences to minimize the impact of street noise. (p. 43)

**With careful site planning, higher density housing and offices may be a buffer between commercial and industrial land adjoining residential uses.** (p. 66)

**Encourage development in areas served by public utilities or where extensions of facilities are least costly.** (p. 67)

**Develop nodes of clustered development.** Nodes, rather than strips, provide a hub around which we can center development at a human scale. Existing commercial centers are located at Anderson and Yellowstone Highway. Some of these centers are neighborhood centers and some are community or regional centers which also serve the immediate neighborhood. (p. 67)

## **Zoning Ordinance:**

### **11-3-3: PURPOSE OF RESIDENTIAL ZONES**

(G) R3A Residential Mixed Use Zone. To provide for a mix of uses in which the primary use of the land is for residential purposes, but in which office buildings and certain other uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R3 Residential Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R3A Zone is essentially residential in character. Therefore, all uses must be developed and maintained in harmony with residential uses. This zone should be located along major streets such as arterials and collectors.

(H) RMH Residential Mobile and Manufactured Home Zone. This zone provides a residential zone which is characterized by a medium density residential environment. A manufactured or mobile home subdivision, mobile home park, or travel trailer park are special facilities specifically designed to accommodate mobile or recreational vehicles which may not conform to the requirements for permanent location within other residential Zones within the City are allowed within this zone.



### 11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

**Table 11-2-1: Allowed Uses in Residential Zones**

| P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone. |                         |                |                |                            |                |                |                          |                |
|--|-------------------------|----------------|----------------|----------------------------|----------------|----------------|--------------------------|----------------|
| *Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.   |                         |                |                |                            |                |                |                          |                |
|  | Low Density Residential |                |                | Medium Density Residential |                |                | High Density Residential |                |
| Proposed Land Use Classification   | RE                      | RP             | R1             | R2                         | TN             | RMH            | R3                       | R3A            |
| Accessory Use  | P                       | P              | P              | P                          | P              | P              | P                        | P              |
| Agriculture*   | P                       |                |                |                            |                |                |                          |                |
| Animal Care Clinic   |                         |                |                |                            | P*             |                |                          | P              |
| Artist Studio  |                         |                |                |                            | P*             |                |                          |                |
| Bed and Breakfast*   |                         |                |                |                            |                |                |                          | P              |
| Boarding /Rooming House  |                         |                |                |                            |                |                | P                        | P              |
| Day Care, Center*  |                         |                | C <sub>2</sub> | P                          | P              |                | P                        | P              |
| Day Care, Group*   | C <sub>1</sub>          |                | C <sub>1</sub> | P                          | P              | C <sub>1</sub> | P                        | P              |
| Day Care, Home   | C <sub>1</sub>          |                | C <sub>1</sub> | P                          | P              | C <sub>1</sub> | P                        | P              |
| Dwelling, Accessory Unit*  | P                       |                |                | P                          | P              |                | P                        | P              |
| Dwelling, Multi-Unit*  |                         |                |                | P*                         | P              |                | P                        | P              |
| Dwelling, Multi-Unit Attached*   |                         |                |                | P                          | P              |                | P                        | P              |
| Dwelling, Single Unit Attached*  |                         |                | P              | P                          | P              | P              | P                        | P              |
| Dwelling, Single Unit Detached   | P                       | P              | P              | P                          | P              | P              | P                        | P              |
| Dwelling, Two Unit   |                         |                |                | P                          | P              |                | P                        | P              |
| Eating Establishment, Limited  |                         |                |                |                            | P*             |                |                          | P              |
| Financial Institutions   |                         |                |                |                            | P*             |                |                          | P              |
| Food Processing, Small Scale   |                         |                |                |                            | P*             |                |                          |                |
| Food Store   |                         |                |                |                            | P*             |                |                          |                |
| Fuel Station   |                         |                |                |                            | P*             |                |                          |                |
| Health Care and Social Services  |                         |                |                |                            | P*             |                |                          | P              |
| Home Occupation*   | C <sub>1</sub>          |                | C <sub>1</sub> | C <sub>1</sub>             | C <sub>1</sub> | C <sub>1</sub> | C <sub>1</sub>           | C <sub>1</sub> |
| Information Technology   |                         |                |                |                            |                |                |                          | P              |
| Laundry and Dry Cleaning   |                         |                |                |                            | P*             |                |                          | P              |
| Live-Work*   |                         |                |                |                            | C <sub>1</sub> |                |                          | P              |
| Manufactured Home*   | P                       | P              | P              | P                          | P              | P              | P                        | P              |
| Mobile Home Park*  |                         |                |                |                            |                | C <sub>2</sub> |                          | C <sub>2</sub> |
| Mortuary   |                         |                |                |                            |                |                |                          | P              |
| Park and Recreation Facility*  | P                       | P              | P              | P                          | P              | P              | P                        | P              |
| Parking Facility   |                         |                |                |                            |                |                |                          | P              |
| Personal Service   |                         |                |                |                            | P*             |                |                          | P              |
| Planned Unit Development*  | C <sub>3</sub>          | C <sub>3</sub> | C <sub>3</sub> | C <sub>3</sub>             |                | C <sub>3</sub> | C <sub>3</sub>           | C <sub>3</sub> |
| Professional Service   |                         |                |                |                            |                |                |                          | P              |
| Public Service Facility*   | C <sub>2</sub>          | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub>             | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub>           | C <sub>2</sub> |
| Public Service Facility, Limited   | P                       | P              | P              | P                          | P              | P              | P                        | P              |
| Public Service Use   |                         |                |                |                            |                |                |                          | P              |

|   |                |                |                |                |                |                |                |                |
|---|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Recreational Vehicle Park*              |                |                |                |                |                | C <sub>2</sub> |                |                |
| <b>Proposed Land Use Classification</b> | <b>RE</b>      | <b>RP</b>      | <b>R1</b>      | <b>R2</b>      | <b>TN</b>      | <b>RMH</b>     | <b>R3</b>      | <b>R3A</b>     |
| Religious Institution*                  | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> |
| Residential Care Facility               |                |                |                |                |                |                | P              | P              |
| Retail                                  |                |                |                |                | P*             |                |                | C <sub>2</sub> |
| School                                  | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> |
| Short Term Rental*                      | P              | P              | P              | P              | P              | P              | P              | P              |
| Transite Station                        |                |                |                |                |                |                |                | P              |

(Ord. 3218, 9-13-18) (Ord. 3358, 12-10-20)

#### 11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

**Table 11-2-2: Allowed Uses in Commercial Zones**

| P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.<br>*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter. |            |                |                |                |           |
|--|------------|----------------|----------------|----------------|-----------|
|  | Commercial |                |                |                |           |
| <b>Proposed Land Use Classification</b>  | <b>PB</b>  | <b>CC</b>      | <b>LC</b>      | <b>HC</b>      | <b>PT</b> |
| Accessory Use*   | P          | P              | P              | P              | P         |
| Accessory Use, Fuel Station*   |            | P              | P              | P              |           |
| Accessory Use, Storage Yard*   |            | P              | P              | P              |           |
| Amusement Center, Indoor   |            | P              | P              | P              |           |
| Amusement Center, Indoor Shooting Range*   |            | P              | P              | P              |           |
| Amusement Center, Outdoor*   |            |                |                | P              |           |
| Animal Care Clinic*  | P          | P              | P              | P              |           |
| Animal Care Facility*  |            |                |                | P              |           |
| Bed and Breakfast*   |            | P              | P              |                | P         |
| Boarding /Rooming House  |            | P              | P              |                | P         |
| Building Material, Garden and Farm Supplies  |            |                | P              | P              |           |
| Cemetery*  |            | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> |           |
| Club*  |            | P              | P              | P              |           |
| Communication Facility   |            | P              | P              | P              |           |
| Day Care, all Types*   | P          | P              | P              | P              | P         |
| Drinking Establishment   |            | P              |                | P              |           |
| Drive-through Establishment *  | P*         | P              | P              | P              | P         |
| Dwelling, Accessory Unit *   |            | P              | P              | P              | P         |
| Dwelling, Multi-Unit*  |            | P              | P              |                | P         |
| Dwelling, Multi-Unit Attached*   |            | P              | P              |                | P         |
| Dwelling, Single Unit Attached*  |            |                | P              |                |           |
| Dwelling, Single Unit Detached   |            |                | P              |                |           |
| Dwelling, Two Unit   |            |                | P              |                | P         |
| Eating Establishment   |            | P              | P              | P              | P         |
| Eating Establishment, Limited  | P          | P              | P              | P              | P         |

August 3, 2021

7:00 p.m.

Planning Department

City Annex Building

**MEMBERS PRESENT:** Commissioners Brent Dixon, Joanne Denney, Gene Hicks, George Morrison.

**MEMBERS ABSENT:** Arnold Cantu, Margaret Wimborne, Lindsey Romankiw

**ALSO PRESENT:** Assistant Planning Directors Kerry Beutler, Naysha Foster, Caitlin Long, and interested citizens.

**CALL TO ORDER:** Brent Dixon called the meeting to order at 7:00 p.m.

**Public Hearing(s):**

**4. ANNEX 21-011: ANNEXATION/INITIAL ZONING. Annexation and Initial Zoning of R3A.**

Dixon opened the public hearing.

**Applicant: Brice Sadler, 694 S 280 E, Smithfield, Utah.** Sadler wants the subject property annexed into the City as it is surrounded by City property.

Foster presented the staff report, a part of the record.

Black asked what is on Hawthorn. Foster stated that it is platted, but it has not been developed. Black asked why it is shown as platted. Foster stated that it has been platted and recorded, and once the plat is recorded it is shown on the map.

Dixon indicated that in both this item and the previous item the staff notes talk about commercial and industrial, but not the R3A Zone, which makes it hard to see the uses for R3A and compare to the Comprehensive Plan. Dixon urged staff to have that information when it moved forward to City Council.

**Support/Opposition:**

**Mark Andrews, 6605 Rimrock, Idaho Falls, Idaho.** Andrews borders the property on the southern boundary. Andrews stated that the Comprehensive Plan has it designated as possible R3A, but the lower is more commercial. Andrews is worried about lot 6, 8, 9 as his property is industrial use and they rent construction equipment and they have a lot of noise, dirt, and light pollution. Andrews stated that 400 homes in that area would be a recipe for disaster. Andrews stated that all of the access goes onto Woodruff, and traffic onto Woodruff is bad already and 400 homes would be inconceivable to think about. Andrews stated that the City Planners had envisioned this area as commercial, and he feels it should stay commercial.

**David Farnsworth, 1895 N. Woodruff, Idaho Falls, Idaho.** Farnsworth is concerned with the traffic on Woodruff. Farnsworth runs a mechanic shop, and they have semi-trucks, big motor homes, RVs and apartments after hours have a tendency to play on surrounding lots and there is a potential for vandalism. Farnsworth feels it would be disastrous to have residential in this area. Farnsworth stated that the plow trucks use this area to turn around while plowing.

Black asked if Farnsworth has any problem with the residential on Glenbriar and in that area.



Farnsworth stated that there is a large field between them, and he has no issue with that residential because there is not an exit going to this property where they are going to Woodruff and the access for that development is on Hollipark and past Action Motor Sports.

**Eldon Halfield, 1585 Lincoln, Idaho Falls, Idaho.** Halfield lives next Hertz Car Sales. Halfield has issues with access to his driveway and is concerned if there is more people moving into that area it would be really bad.

**Applicant: Brice Sadler.** Sadler stated that Commercial brings traffic as well and it will be a big project. Sadler stated that it will be cars all day and not all at once. Sadler doesn't feel it is as bad as they are thinking it is going to be. Sadler stated that the apartments will be towards the back of the property.

Beutler reminded the Commission that the item before them is an annexation an initial zoning and this is an existed platted subdivision in the County with existing right of way that has already been dedicated so discussion regarding access points and access to Woodruff is past and those decisions have been made and are fixed. Beutler stated that the question for the commission is should this be within the City and then what is the appropriate zoning designation. Beutler stated that there are as many commercial uses that could produce as much traffic as a residential use. Beutler stated that there are existing utilities in the area including sewer to provide service to this area. Beutler stated that when the City annexed this area there were several concerns and now that it is under the City jurisdiction the City has submitted for right of way dollars (Federal) to widen Woodruff between Lincoln and Yellowstone. Beutler stated that it was just put into the State Funding this year and that is several years off of construction, but there is a project, and they are working to fix the known issues.

Black asked staff if they found any issues with R3A or did they find that to be the best zoning for the area. Foster indicated that the applicant proposed R3A, but according to the Comprehensive Plan it does allow for higher density as well as commercial, and the R3A allows for both so that zone would fit in this area.

Beutler stated that they did consider LC and that would be appropriate but the Commission in the past has said that if the intention is to do residential then they wanted the applicant to be straight forward with that and not choose a mixed use zone like LC.

Dixon asked which City Zone matches County C2. Beutler stated that LC is the best match or the HC zone. Beutler added that County C2 is a heavier commercial zone and doesn't allow residential.

Dixon closed the public hearing.

Morrison stated that R3A has different things that can be done in that zone. Morrison feels the selected zone is appropriate.

Black finds it difficult as she has in the past been opposed to housing next to industrial uses. Black stated that there is residential to the west already, and if it doesn't get annexed, they could build in the County. Black found staff's comments helpful, and she would agree to the annexation with R3A even though she is concerned with residential next to commercial.

Denney has seen the R3A as a buffer zone between residential and commercial, so she feels this is good to annex this county island.

Hicks agrees that this is good infill and supports it.

**Hicks moved to recommend to the Mayor and City Council approval of the Annexation of 11.27 acres, Lot 6-11, Block 1 and Lots 1-6, Block 6 Hodson Addition and the Adjacent Right of Way for Woodruff Circle, with initial zoning of R3A, Denney seconded the motion, and it passed unanimously.**

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

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF 13.282 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Exhibit A of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Exhibit A is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City pursuant to procedures of Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands, where necessary; and

WHEREAS, City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:

- 1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and do not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the Council that the lands described herein below in Exhibit A of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

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

SECTION 1. Annexation of Property. The lands described in Exhibit A are hereby annexed to the City of Idaho Falls, Idaho.

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. Findings. The findings contained in the recitals of this Ordinance be, and the same are hereby adopted as the official City Council findings for this Ordinance, and any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

SECTION 4. 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 5. 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 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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

(SEAL)

STATE OF IDAHO                    )  
  : ss.  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF 13.282 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

---

Kathy Hampton, City Clerk

(SEAL)

**Exhibit "A"**  
**LEGAL DESCRIPTION (Page 1 of 1)**

Annexation in a portion of the Southwest Quarter of Section 9, Township 2 North, Range 38 East, Boise Meridian

Part of the Southwest Quarter of Section 9, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho described as follows:

Commencing at the Southwest Corner of Section 9, Township 2 North, Range 38 East of the Boise Meridian monumented with a Brass Cap, thence N 00°16'30" E 521.23 feet along the west line of the Southwest Quarter of said Section 9 to the POINT OF BEGINNING and running

thence N 00°16'30" E 1,537.79 feet continuing along said west line also being the west line of Hodson Addition, Bonneville County, Idaho to the Southwest Corner of City of Idaho Falls Annexation Ordinance No. 2950;

thence N 60°07'05" E 408.49 feet to the west line of Lot 5, Block 1, Hodson Addition, Bonneville County, Idaho also being the boundary of of Idaho Falls Annexation Ordinance No. 3337;

thence S 29°52'55" E 219.89 feet along west line of said Lot 5 and its extension thereof to the east right way line of Woodruff Circle;

thence along said east right of way line the next four courses also being boundary of Idaho Falls Annexation Ordinances No. 3337 and No. 3289:

1) thence S 60°07'05" W 28.19 feet;

2) thence Southwesterly, 313.34 feet along a curve to the left having a radius of 300.00 feet, a central angle of 59°50'36" and a chord that bears S 30°11'47" W 299.29 feet;

3) thence S 00°16'30" W 1,070.18 feet;

4) thence Southeasterly, 235.62 feet along a curve to the left having a radius of 150.00 feet, a central angle of 90°00'00" and a chord that bears S 44°43'30" E 212.13 feet;

thence S 00°16'30" W 60.00 feet along Idaho Falls Annexation Ordinance No. 3289 to the south right of way line of Woodruff Circle;

thence S 89°43'30" E 85.37 feet along Idaho Falls Annexation Ordinance No. 3289 also along the south right of way line of Woodruff Circle;

thence S 00°16'30" W 229.66 feet along the boundary of of Idaho Falls Annexation Ordinance No. 2335 to the Northeast Corner of Lot 8, Block 6, Hodson Addition, Bonneville County, Idaho;

thence along the boundary of the City of Idaho Falls Annexation Ordinance No. 3289 the next three courses:

1) thence N 89°38'20" W 100.00 feet to the Northwest Corner of Lot 8, Block 6, Hodson Addition, Bonneville County, Idaho;

2) thence N 00°21'40" E 84.00 feet;

3) thence N 89°38'20" W 250.50 feet to the west line of Lot 4, Block 6, Hodson Addition, Bonneville County, Idaho;

thence along the boundary of the City of Idaho Falls Annexation Ordinance No. 2579 the next two courses:

1) thence N 00°16'30" E 146.00 feet to the Northwest Corner of Lot 4, Block 6, Hodson Addition, Bonneville County, Idaho;

2) thence N 89°43'30" W 175.00 feet along the south line of Lot 3, Block 6, Hodson Addition, Bonneville County, Idaho to the point of beginning, containing 13.282 acres.

Submitted by:

Firm Name: Alliance Consulting Engineers

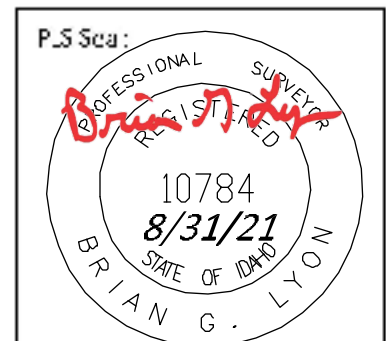
Contact Name: Brian G. Lyon

Phone Number: (435)755-5121

Email: alliancelogan@yahoo.com

\*Overall Document Page Range to be completed by City

Overall Document Page Range: \_\_\_\_\_ of \_\_\_\_\_



CITY OF IDAHO FALLS  
BONNEVILLE COUNTY

SW1/4 SEC 9, T 2 N, R 38 E B.M.

Annexation in a portion of the Southwest Quarter of Section 9, Township 2 North, Range 38 East, Boise Meridian

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thence N 00°16'30" E 1,537.79 feet continuing along said west line also being the west line of Hodson Addition, Bonneville County, Idaho to the Southwest Corner of City of Idaho Falls Annexation Ordinance No. 2950;

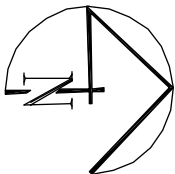
thence N 60°07'05" E 408.49 feet to the west line of Lot 5, Block 1, Hodson Addition, Bonneville County, Idaho also being the boundary of of Idaho Falls Annexation Ordinance No. 3337;

thence S 29°52'55" E 219.89 feet along west line of said Lot 5 and its extension thereof to the east right way line of Woodruff Circle;

thence along said east right of way line the next four courses also being boundary of Idaho Falls Annexation Ordinances No. 3337 and No. 3289:

- 1) thence S 60°07'05" W 28.19 feet;
- 2) thence Southwesterly, 313.34 feet along a curve to the left having a radius of 300.00 feet, a central angle of 59°50'36" and a chord that bears S 30°1'47" W 299.29 feet;
- 3) thence S 00°16'30" W 1,070.18 feet;
- 4) thence Southeasterly, 235.62 feet along a curve to the left having a radius of 150.00 feet, a central angle of 90°00'00" and a chord that bears S 44°43'30" E 212.13 feet;
- thence S 00°16'30" W 60.00 feet along Idaho Falls Annexation Ordinance No. 3289 to the south right of way line of Woodruff Circle;
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- thence along the boundary of the City of Idaho Falls Annexation Ordinance No. 3289 the next three courses:
- 1) thence N 89°38'20" W 100.00 feet to the Northwest Corner of Lot 8, Block 6, Hodson Addition, Bonneville County, Idaho;
- 2) thence N 00°21'40" E 84.00 feet;
- 3) thence N 89°38'20" W 250.50 feet to the west line of Lot 4, Block 6, Hodson Addition, Bonneville County, Idaho;
- thence along the boundary of the City of Idaho Falls Annexation Ordinance No. 2579 the next two courses:
- 1) thence N 00°16'30" E 146.00 feet to the Northwest Corner of Lot 4, Block 6, Hodson Addition, Bonneville County, Idaho;
- 2) thence N 89°43'30" W 175.00 feet along the south line of Lot 3, Block 6, Hodson Addition, Bonneville County, Idaho to the point of beginning, containing 13.282 acres.

RECORDED WITH THE BONNEVILLE COUNTY RECORDERS OFFICE AS INSTRUMENT NO. \_\_\_\_\_

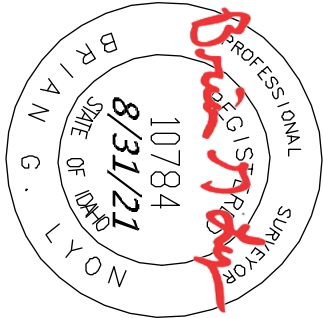
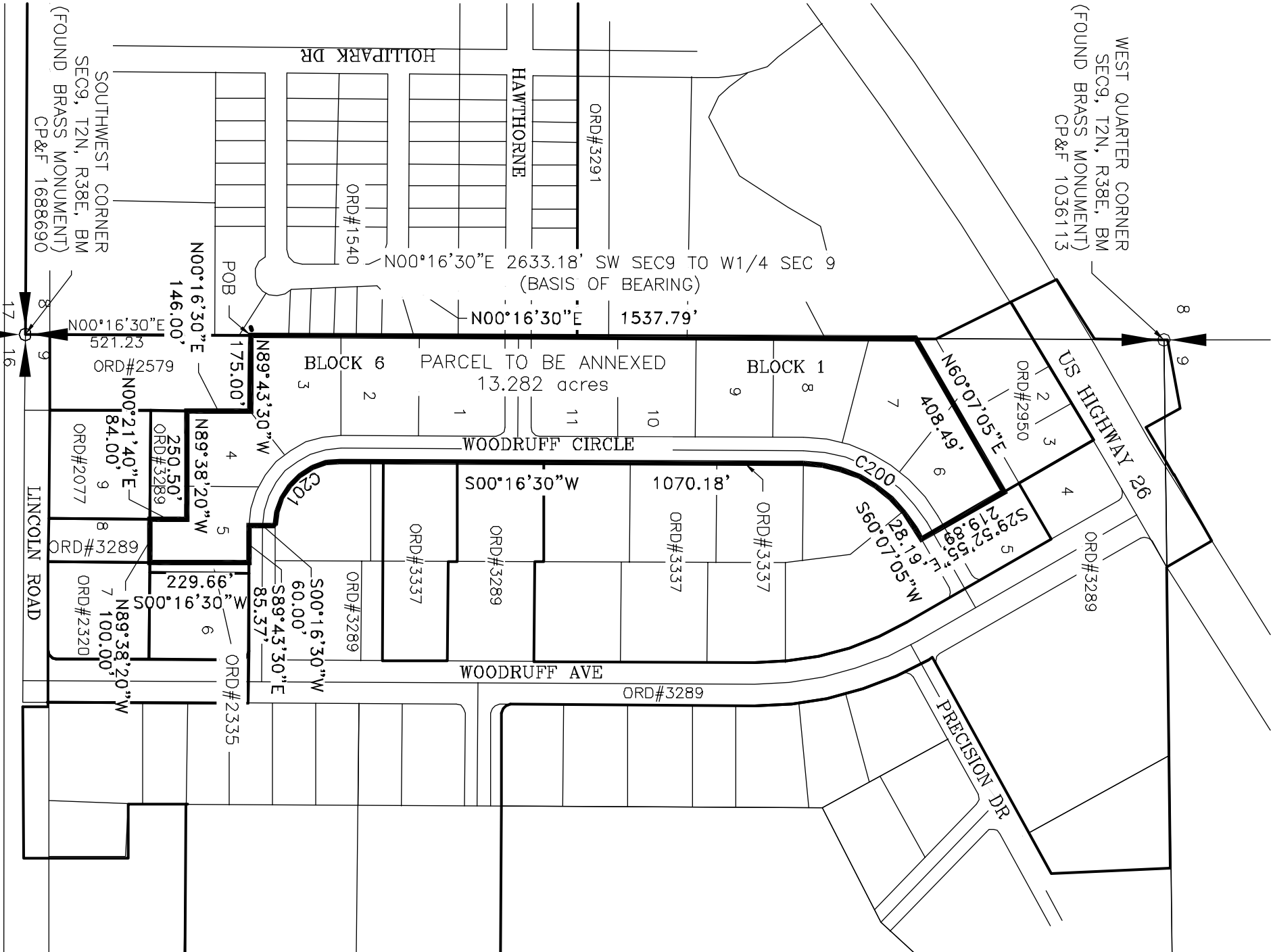


SCALE: 1"=300' (11x17 PLAN SET)

ANNEXATION  
ORDINANCE

#\_\_\_\_\_

| CURVE TABLE |        |        |             |               |              |
|-------------|--------|--------|-------------|---------------|--------------|
| CURVE       | LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| C200        | 313.34 | 300.00 | 59°50'36"   | S30°11'47"W   | 299.29       |
| C201        | 235.62 | 150.00 | 90°00'00"   | S44°43'30"E   | 212.13       |



|   |                         |                             |           |
|---|-------------------------|-----------------------------|-----------|
| CITY OF IDAHO FALLS<br>BONNEVILLE COUNTY  |                         |                             |           |
| ANNEXATION<br>OF A PORTION OF HODSON ADDITION<br>SW1/4 SEC 9, T 2 N, R 38 E, B.M. |                         |                             |           |
| DRAWN:<br><b>BCL</b>  | DATE:<br><b>8/28/21</b> | REVISION:<br><b>8/31/21</b> | SHEET NO. |
| CHECKED:  | DATE:                   | DATE PLOTTED:               |           |
| SCALE:<br><b>1"=300'</b>  | FILE NO.                | <b>1</b> of <b>1</b>        |           |



## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**ANNEXATION OF 13.282 ACRES FOR LOTS 5-11, BLOCK 1, AND LOTS 1-6, BLOCK 6, HODSON ADDITION AND THE ADJAENT RIGHT-OF-WAY FOR WOODRUFF CIRCLE, GENERALLY LOCATED NORTH OF LINCOLN RD, EAST OF IDAHO CANAL, SOUTH OF N YELLOWSTONE HWY, WEST OF N WOODRUFF AVE.**

**WHEREAS**, the applicant filed an application for annexation on June 24, 2021; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on August 3, 2021; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 23, 2021; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is 13.282 acres generally located North of Lincoln Rd, east of Idaho Canal, South of N Yellowstone Hwy, and West of N Woodruff Ave.
3. This property is an enclaved parcel within the city's area of impact.
4. The application is a Category "A" annexation.
5. The Comprehensive Plan designates this area as Commercial and Higher Density.
6. Idaho Falls Planning and Zoning Commission recommended approval of annexation.

### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

---

Rebecca Casper - Mayor



# Memorandum

File #: 21-245

City Council Meeting

**FROM:** Brad Cramer, Director  
**DATE:** Tuesday, September 14, 2021  
**DEPARTMENT:** Community Development Services

## Subject

Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R3A-Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 13.282 acres, Lots 5-11, Block 1, And Lots 1-5, Block 6, Hodson Addition, Division No. 1, and adjacent right-of-way for Woodruff Circle and Hawthorne Street.

## Council Action Desired

- ☒ Ordinance ☐ Resolution ☒ Public Hearing  
☐ Other Action (Approval, Authorization, Ratification, etc.)

1. Assign a Comprehensive Plan Designation of "Higher Density and Commercial" and approve the Ordinance establishing the initial zoning for R3A as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R3A and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of R3A which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 13.282 acres, Lots 5-11, Block 1, And Lots 1-5, Block 6, Hodson Addition, Division No. 1, and adjacent right-of-way for Woodruff Circle and Hawthorne Street. The Planning and Zoning Commission considered this item at its August 3, 2021, meeting and recommended approval of R3A by a unanimous vote. Staff recommends the requested zoning of R3A.

## Alignment with City & Department Planning Objectives

Consideration of the initial zoning must be consistent with the principles of the Comprehensive Plan which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

☐☒☒☐☒☐☐☐

**Interdepartmental Coordination**

**Fiscal Impact**

NA

**Legal Review**

This application and ordinance have been reviewed by Legal pursuant to applicable law.




## Legend

 ANNX21-011

 City Limit

## Overlays

 PT

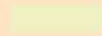
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 PUD


 T-1

 T-2

## Zoning


 RE

 RP

 R1

 R2


 TN

 RMH

 R3

 R3A

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 CC

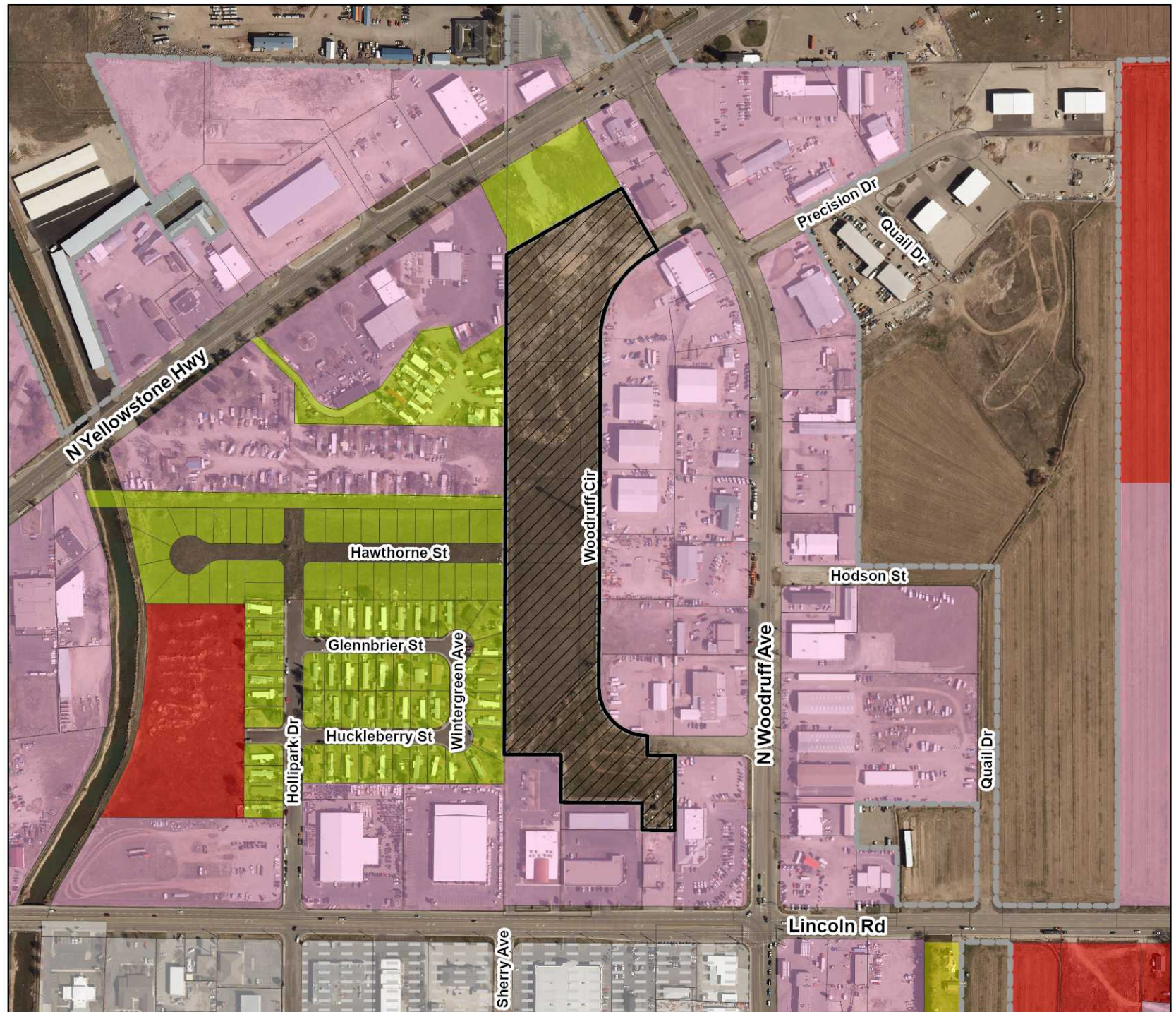
 LC

 HC

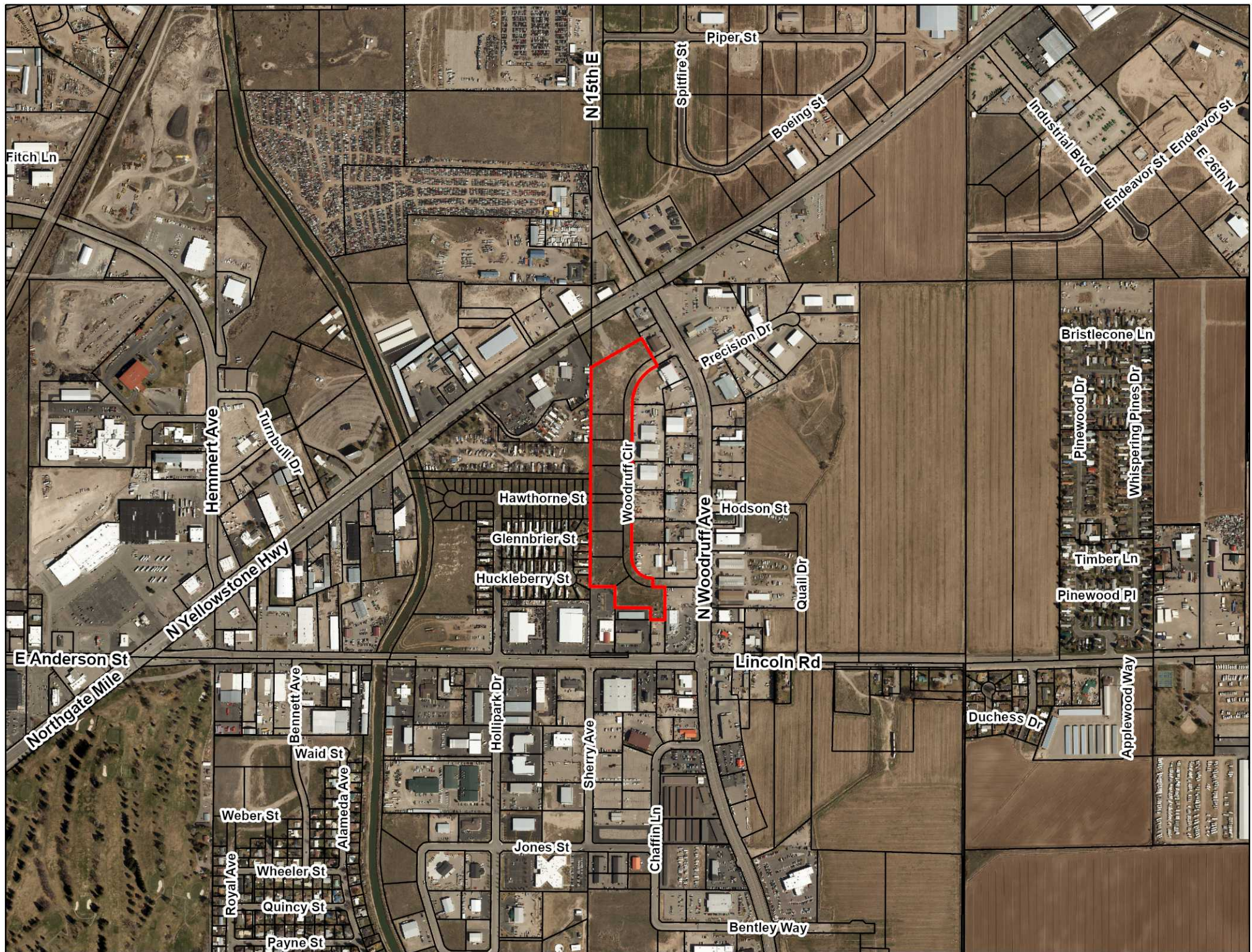
 R&D

 LM

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










# Annexation & Initial Zoning

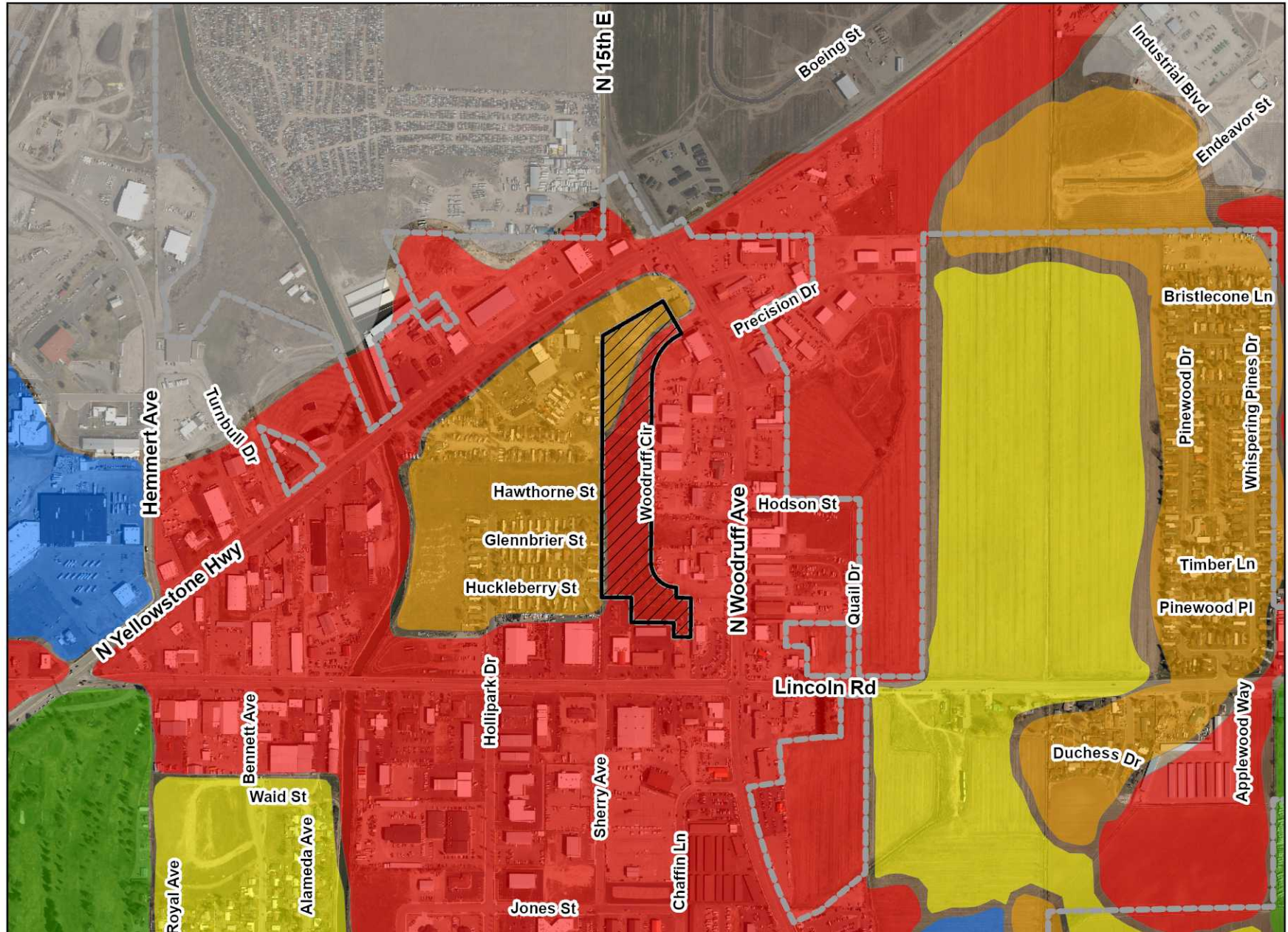
ANNX21-011 Annex/Zone R3A Lots 5-11, Blk 1, Lots1-6, Blk 6, Hodson Add

|   |   |  |  |   |
|---|---|--|--|---|
|  Estate         |  Greenbelt Mixed Uses              |  Commercial               |  Higher Education Centers   |  Railroad-related industrial |
|  Low Density    |  Parks and Recreation              |  Employment Centers       |  Planned Transition         |   |
|  Higher Density |  Public Facilities and Open Spaces |  Medical Services Centers |  Highway-related industrial |   |

## Comprehensive Plan



Planning Division  
City Annex Building  
680 Park Ave.  
Idaho Falls, ID 83402  
(208) 612-8276



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF 13.282 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R3A RESIDENTIAL MIXED USE ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is R3A Zone for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Higher Density” and “Commercial”; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with principles of the City of Idaho Falls Comprehensive Plan; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as “Higher Density” and “Commercial”; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on August 3, 2021, and recommended approval of zoning the subject property to R3A Zone; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 23, 2021.

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

**SECTION 1:** Comprehensive Plan Designation. The area described in Exhibit A are hereby given a Comprehensive Plan designation of Highway Density and Commercial.

**SECTION 2:** Legal Description. The lands described in Exhibit A are hereby zoned as R3A Zone.

**SECTION 3.** Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “R3A Zone” and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

**SECTION 4.** 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 5.** 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 6.** 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 \_\_\_\_\_, 2021.

CITY OF IDAHO FALLS, IDAHO

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

ATTEST:

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

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF 13.282 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R3A RESIDENTIAL MIXED USE ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

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



**Exhibit "A"**  
**LEGAL DESCRIPTION (Page 1 of 1)**

Annexation in a portion of the Southwest Quarter of Section 9, Township 2 North, Range 38 East, Boise Meridian

Part of the Southwest Quarter of Section 9, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho described as follows:

Commencing at the Southwest Corner of Section 9, Township 2 North, Range 38 East of the Boise Meridian monumented with a Brass Cap, thence N 00°16'30" E 521.23 feet along the west line of the Southwest Quarter of said Section 9 to the POINT OF BEGINNING and running

thence N 00°16'30" E 1,537.79 feet continuing along said west line also being the west line of Hodson Addition, Bonneville County, Idaho to the Southwest Corner of City of Idaho Falls Annexation Ordinance No. 2950;

thence N 60°07'05" E 408.49 feet to the west line of Lot 5, Block 1, Hodson Addition, Bonneville County, Idaho also being the boundary of of Idaho Falls Annexation Ordinance No. 3337;

thence S 29°52'55" E 219.89 feet along west line of said Lot 5 and its extension thereof to the east right way line of Woodruff Circle;

thence along said east right of way line the next four courses also being boundary of Idaho Falls Annexation Ordinances No. 3337 and No. 3289:

1) thence S 60°07'05" W 28.19 feet;

2) thence Southwesterly, 313.34 feet along a curve to the left having a radius of 300.00 feet, a central angle of 59°50'36" and a chord that bears S 30°11'47" W 299.29 feet;

3) thence S 00°16'30" W 1,070.18 feet;

4) thence Southeasterly, 235.62 feet along a curve to the left having a radius of 150.00 feet, a central angle of 90°00'00" and a chord that bears S 44°43'30" E 212.13 feet;

thence S 00°16'30" W 60.00 feet along Idaho Falls Annexation Ordinance No. 3289 to the south right of way line of Woodruff Circle;

thence S 89°43'30" E 85.37 feet along Idaho Falls Annexation Ordinance No. 3289 also along the south right of way line of Woodruff Circle;

thence S 00°16'30" W 229.66 feet along the boundary of of Idaho Falls Annexation Ordinance No. 2335 to the Northeast Corner of Lot 8, Block 6, Hodson Addition, Bonneville County, Idaho;

thence along the boundary of the City of Idaho Falls Annexation Ordinance No. 3289 the next three courses:

1) thence N 89°38'20" W 100.00 feet to the Northwest Corner of Lot 8, Block 6, Hodson Addition, Bonneville County, Idaho;

2) thence N 00°21'40" E 84.00 feet;

3) thence N 89°38'20" W 250.50 feet to the west line of Lot 4, Block 6, Hodson Addition, Bonneville County, Idaho;

thence along the boundary of the City of Idaho Falls Annexation Ordinance No. 2579 the next two courses:

1) thence N 00°16'30" E 146.00 feet to the Northwest Corner of Lot 4, Block 6, Hodson Addition, Bonneville County, Idaho;

2) thence N 89°43'30" W 175.00 feet along the south line of Lot 3, Block 6, Hodson Addition, Bonneville County, Idaho to the point of beginning, containing 13.282 acres.

Submitted by:

Firm Name: Alliance Consulting Engineers

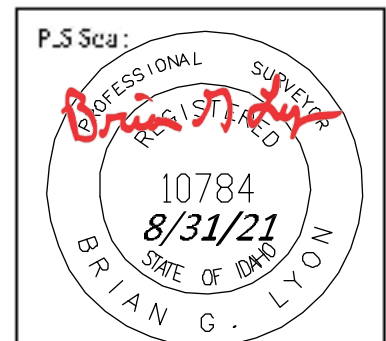
Contact Name: Brian G. Lyon

Phone Number: (435)755-5121

Email: alliancelogan@yahoo.com

\*Overall Document Page Range to be completed by City

Overall Document Page Range: \_\_\_\_\_ of \_\_\_\_\_



CITY OF IDAHO FALLS  
BONNEVILLE COUNTY

SW1/4 SEC 9, T 2 N, R 38 E B.M.

Annexation in a portion of the Southwest Quarter of Section 9, Township 2 North, Range 38 East, Boise Meridian

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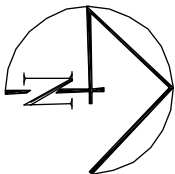
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thence S 29°52'55" E 219.89 feet along west line of said Lot 5 and its extension thereof to the east right way line of Woodruff Circle;

thence along said east right of way line the next four courses also being boundary of Idaho Falls Annexation Ordinances No. 3337 and No. 3289:

- 1) thence S 60°07'05" W 28.19 feet;
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- 2) thence N 00°21'40" E 84.00 feet;
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- 2) thence N 89°43'30" W 175.00 feet along the south line of Lot 3, Block 6, Hodson Addition, Bonneville County, Idaho to the point of beginning, containing 13.282 acres.

RECORDED WITH THE BONNEVILLE COUNTY RECORDERS OFFICE AS INSTRUMENT NO. \_\_\_\_\_

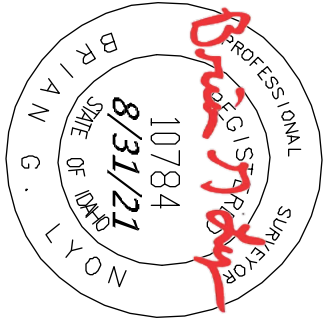
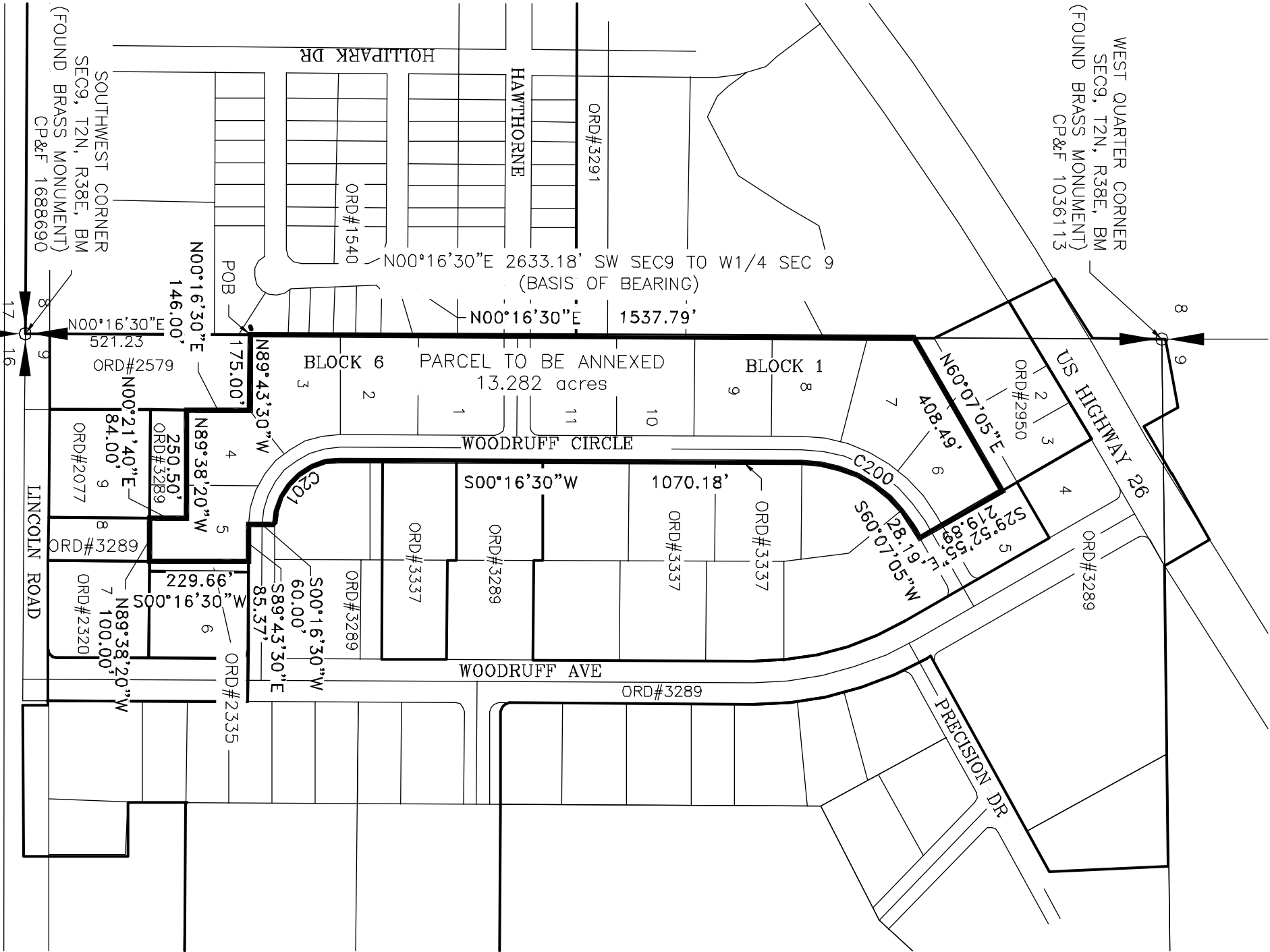


SCALE: 1"=300' (11x17 PLAN SET)

ANNEXATION  
ORDINANCE

#\_\_\_\_\_

| CURVE TABLE |        |        |             |               |              |
|-------------|--------|--------|-------------|---------------|--------------|
| CURVE       | LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| C200        | 313.34 | 300.00 | 59°50'36"   | S30°11'47"W   | 299.29       |
| C201        | 235.62 | 150.00 | 90°00'00"   | S44°43'30"E   | 212.13       |



|   |                         |                             |           |
|---|-------------------------|-----------------------------|-----------|
| CITY OF IDAHO FALLS<br>BONNEVILLE COUNTY  |                         |                             |           |
| ANNEXATION<br>OF A PORTION OF HODSON ADDITION<br>SW1/4 SEC 9, T 2 N, R 38 E, B.M. |                         |                             |           |
| DRAWN:<br><b>BCL</b>  | DATE:<br><b>8/28/21</b> | REVISION:<br><b>8/31/21</b> | SHEET NO. |
| CHECKED:  | DATE:                   | DATE PLOTTED:               |           |
| SCALE:<br><b>1"=300'</b>  | FILE NO.                | <b>1</b> of <b>1</b>        |           |

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**INITIAL ZONING OF R3A FOR 13.282 ACRES, LOTS 5-11, BLOCK 1, AND LOTS 1-6, BLOCK 6, HODSON ADDITION AND THE ADJAENT RIGHT-OF-WAY FOR WOODRUFF CIRCLE, GENERALLY LOCATED NORTH OF LINCOLN RD, EAST OF IDAHO CANAL, SOUTH OF N YELLOWSTONE HWY, WEST OF N WOODRUFF AVE.**

**WHEREAS**, the applicant filed an application for annexation on June 24, 2021; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on August 3, 2021; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 23, 2021; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is 13.282 acres generally located North of Lincoln Rd, east of Idaho Canal, South of N Yellowstone Hwy, and West of N Woodruff Ave.
3. The Comprehensive Plan designates this area as Higher Density and Commercial.
4. The proposed zoning is R3A and is consistent with the Comprehensive Plan map and policies and existing zoning and land uses in the area.
5. The Comprehensive Plan also identifies the need to consider zoning for different uses when long-term vacant properties make it apparent that those uses might not be ideal for the location.
6. Idaho Falls Planning and Zoning Commission recommended approval of zoning the property to R3A.

### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

---

Rebecca Casper - Mayor

# Memorandum

File #: 21-243

City Council Meeting

**FROM:** Brad Cramer, Director  
**DATE:** Tuesday, September 14, 2021  
**DEPARTMENT:** Community Development Services

## Subject

Public Hearing-Rezone from RMH to R3A, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 0.22 acres of Lots 1-3 and a Portion of Lots 6-7, Block 1, Hodson Addition, Division No. 1.

## Council Action Desired

- ☒ Ordinance ☐ Resolution ☒ Public Hearing  
☐ Other Action (Approval, Authorization, Ratification, etc.)

1. Approve the Ordinance Rezoning 0.22 acres of Lots 1-3 and a Portion of Lots 6-7, Block 1, Hodson Addition, Division No. 1, from RMH to R3A, under suspension of the rules requiring three complete and separate readings and request 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, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from RMH to R3A, and give authorization for the Mayor to execute the necessary documents (or take other action as deemed appropriate).

## Description, Background Information & Purpose

Attached is the application for Rezoning from RMH to R3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for 0.22 acres of Lots 1-3, Portion of Lots 6-7, Block 1, Hodson Addition, Division No. 1. The Planning and Zoning Commission considered this item at its August 3, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

## Alignment with City & Department Planning Objectives





Consideration of the rezone must be done consistent with the principles of the Comprehensive Plan, which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

**Interdepartmental Coordination**

The Rezone was reviewed by staff from the Planning Division.

**Fiscal Impact**

NA

**Legal Review**

This application and ordinance have been reviewed by Legal pursuant to applicable law.



## Rezone

RZON21-014 RMH to R3A Lots 1-3, Portion of Lots 6-7, Block 1, Hodson Add

### Legend

 RZON21-014

 City Limit

## Overlays

PT

PT&amp;T-1

 PUD

|   |   |   |
|---|---|---|
| 1 | 2 | 3 |
| 4 | 5 | 6 |

T-2

## Zoning

RE

RP

R1

P2

 TN

DMU

RF

BS

■ K9

R37

PB

CC

LC

HC

R&amp;

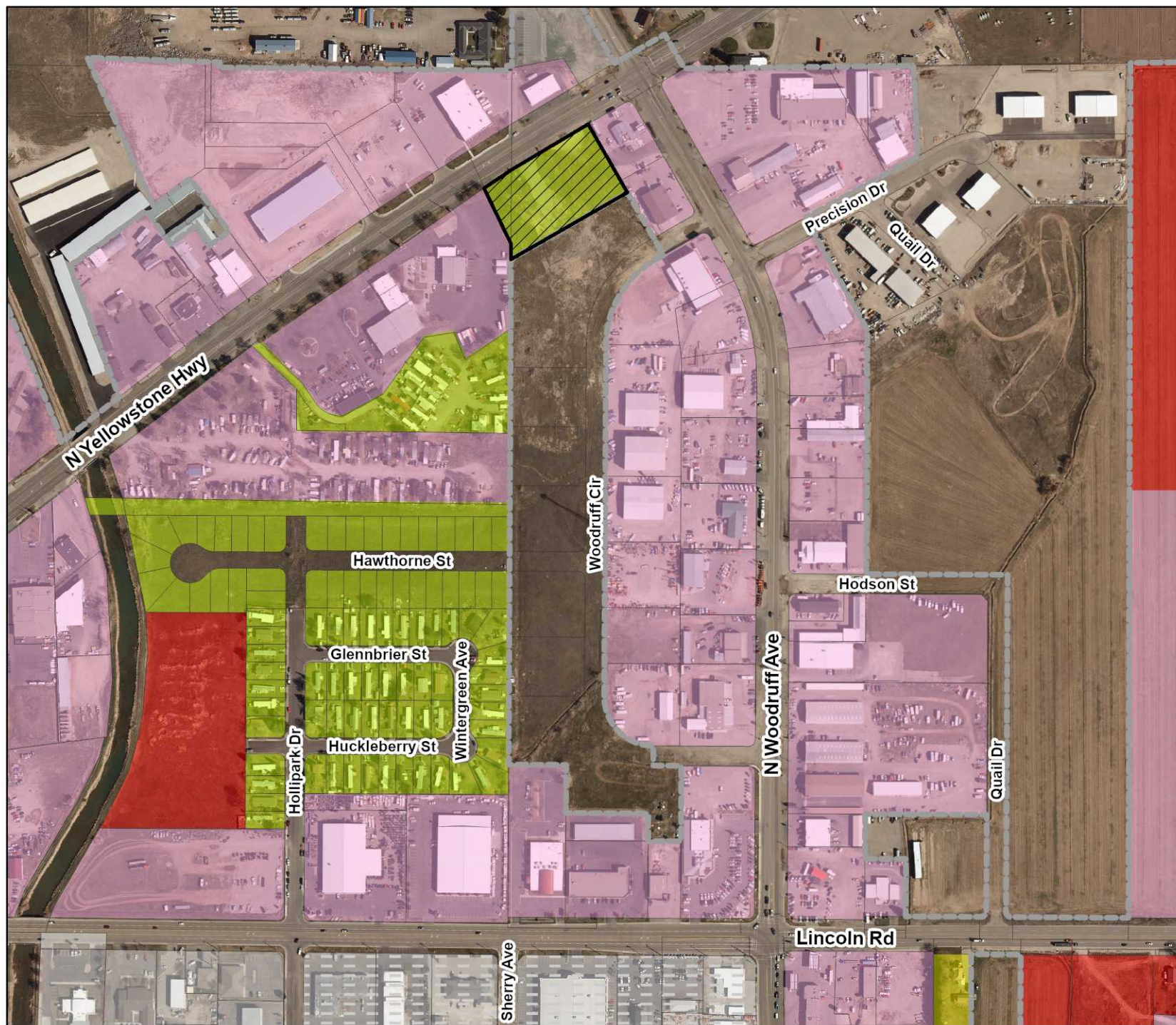
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Planning Division  
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


















# Rezone

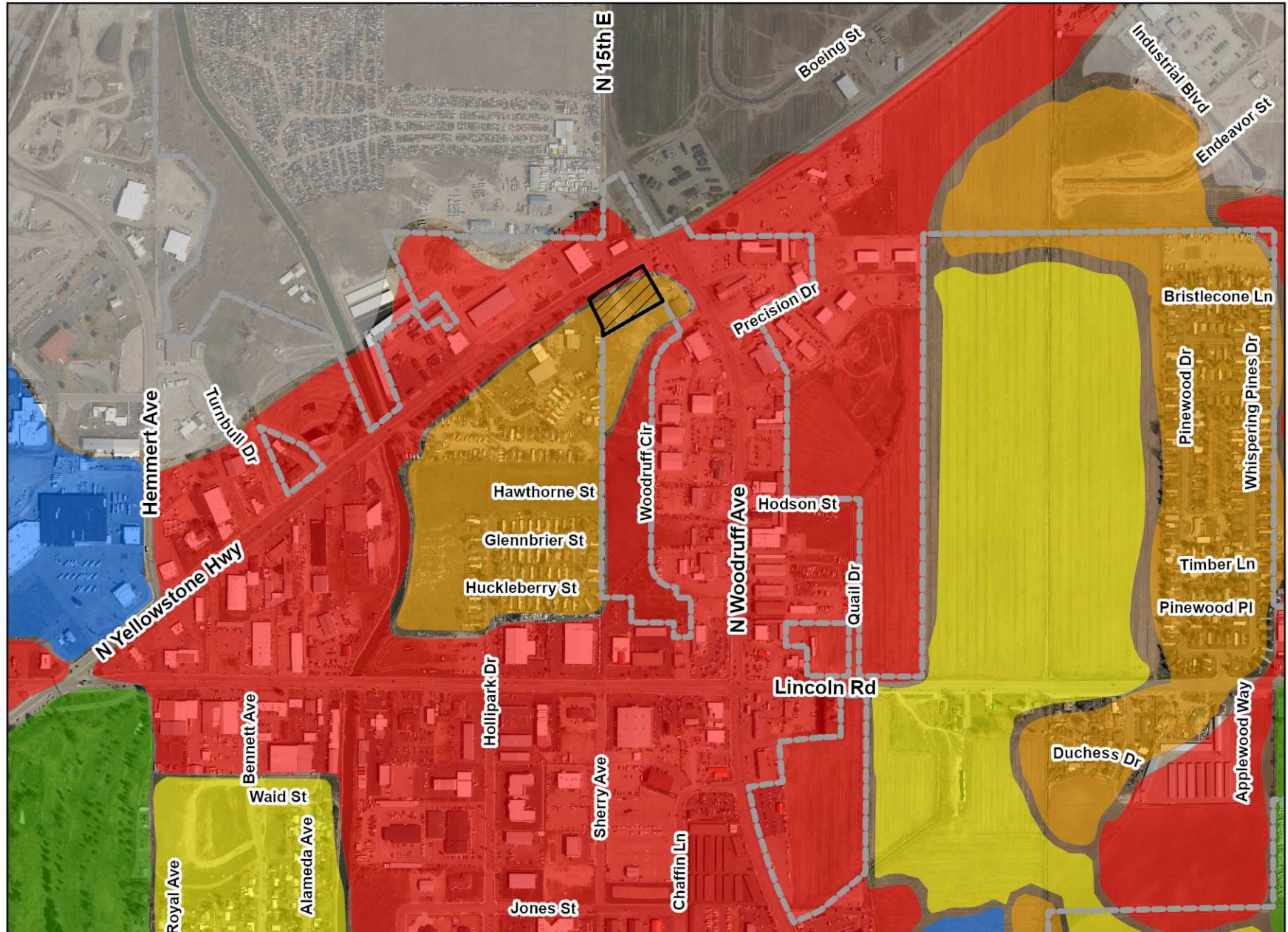
RZON21-014 RMH to R3A Lots 1-3, Portion of Lots 6-7, Block 1, Hodson Add

|   |   |  |  |   |
|---|---|--|--|---|
|  Estate         |  Greenbelt Mixed Uses              |  Commercial               |  Higher Education Centers   |  Railroad-related industrial |
|  Low Density    |  Parks and Recreation              |  Employment Centers       |  Planned Transition         |   |
|  Higher Density |  Public Facilities and Open Spaces |  Medical Services Centers |  Highway-related industrial |   |


## Comprehensive Plan



Planning Division  
City Annex Building  
680 Park Ave.  
Idaho Falls, ID 83402  
(208) 612-8276





| <p style="text-align: center;"><b>STAFF REPORT</b><br/> <b>REZONE FROM RMH to R3A</b><br/> <b>Approximately 0.22 acres</b><br/> <b>Lots 1-3 and the north 15,870 Square Feet of Lots 6-7, Block 1,</b><br/> <b>Hodson Addition</b><br/> <b>September 23, 2021</b></p>   |   | <br><p style="text-align: center;">Community<br/>Development<br/>Services</p> |
|---|---|--|
| <p><b>Applicant:</b> Summit Ridge LLC</p> <p><b>Project Manager:</b> Naysha Foster</p> <p><b>Location:</b> North of Lincoln Rd, East of Idaho Canal, South of N Yellowstone Hwy, West of N Woodruff Ave.</p> <p><b>Size:</b> 0.22 acres</p> <p><b>Zoning:</b><br/> North: HC<br/> South: County C2<br/> East: HC<br/> West: HC</p> <p><b>Existing Zoning:</b><br/> RMH</p> <p><b>Proposed Zoning:</b><br/> R3A</p> <p><b>Existing Land Uses:</b><br/> Site: Vacant<br/> North: Commercial<br/> South: Vacant<br/> East: Commercial<br/> West: Res/ Mobile Home Park</p> <p><b>Future Land Use Map:</b> Higher Density</p> <p><b>Attachments:</b></p> <ol style="list-style-type: none"> <li>1. Comprehensive Plan Policies</li> <li>2. Zoning Information</li> <li>3. Maps and Aerial Photos</li> </ol> | <p><b>Requested Action:</b> To approve the rezone of approximately 0.22 acres RMH to R3A, Residential Mixed Use.</p> <p><b>History:</b> The property was annexed in March of 2014 as part of a larger area. The initial zoning was RMH, Residential Manufactured Home. The property was platted as part of the Hodson Subdivision in 1973 in the County. Upon annexation and initial zoning of RMH, a conditional use permit was approved for an RV Park. ITD approved an access from N Yellowstone for the RV Park. There was no change in the zoning designation with the City-Wide initiated zone change in 2018, the property remained RMH.</p> <p><b>Staff Comments:</b> This property is southeast of N Yellowstone Highway, west of N Woodruff. It has frontage along N Yellowstone, a principle arterial. It was approved for a RV Park, however, it is currently vacant, the RV Park was not developed. R3A is a Residential Mixed Use that allows various types of housing with a maximum density of 35 units per net acre. It also allows for business that would support residential by providing day-to-day goods and services.</p> <p><b>Staff Recommendation:</b> The Planning and Zoning Commission and staff recommend approval of the rezone to R3A as it is consistent with and implements the policies of the Comprehensive Plan and is consistent with zoning in the area.</p> |  |

## Rezoning

**Considerations:** Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

| <b>Criteria for Rezoning Section 11-6-5(I) of Ordinance</b>   | <b>Staff Comment</b>  |
|---|---|
| The Zoning is consistent with the principles of City's adopted Comprehensive Plan, as required by Idaho Code.   | The zoning is consistent with the policies of the Comprehensive Plan.   |
| The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements.   | A change in zoning designation will not affect the potential traffic generation in the area. The area is served by N Yellowstone Hwy, a principal arterial. |
| The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services; emergency medical services; solid waste collection and disposal, water and sewer services; other public utilities; and parks and recreational services. | Staff would anticipate little to no impact to the capacity of existing public services as a result of the zone change.                                      |
| The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties.   | Staff is not aware of any potential nuisances or health and safety hazards as a result of the zone change.  |
| Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment.  | There have been no recent changes to this area, however it is considered infill and infill development opportunities are becoming hard to find              |
| <b>Zoning Application Questions:</b>  | <b>Applicant's response:</b>  |
| Explain how the proposed change is in accordance with the City of Idaho Falls Comprehensive Plan.   | We feel that instead of a mobile home park, putting in R3A will keep the area nicer and create a good buffer between commercial and residential homes.      |
| What changes have occurred in the area to justify the request for rezone?   | None, that I am aware of.   |
| Are there existing land uses in the area similar to the proposed use?   | Yes, northwest is multifamily   |
| Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?   | Yes   |

## Comprehensive Plan Policies:

**Cluster community commercial centers and highway commercial rather than encourage strip commercial along arterial streets.** Strip commercial development reduces the traffic carrying capacity of arterial streets, encourages both commercial and residential property to deteriorate, scatters commercial services, and requires more parking facilities. (p. 48)

**Buffer commercial development, including services, from adjacent residential development. (p. 49)**

**Higher density residential** Homes, apartments, and condominiums developed at densities of 8 to 35 units per acre.

**Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p. 67)**

**Zoning:**

**11-3-3: PURPOSE OF RESIDENTIAL ZONES**

(G) R3A Residential Mixed-use Zone. To provide for a mix of uses in which the primary use of the land is for residential purposes, but in which office buildings and certain other uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R3 Residential Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R3A Zone is essentially residential in character. Therefore, all uses must be developed and maintained in harmony with residential uses. This zone should be located along major streets such as arterials and collectors.

(H) RMH Residential Mobile and Manufactured Home Zone. This zone provides a residential zone which is characterized by a medium density residential environment. A manufactured or mobile home subdivision, mobile home park, or travel trailer park are special facilities specifically designed to accommodate mobile or recreational vehicles which may not conform to the requirements for permanent location within other residential Zones within the City are allowed within this zone.

### 11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

**Table 11-2-1: Allowed Uses in Residential Zones**

| P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone. |                         |                |                |                            |                |                |                          |                |
|--|-------------------------|----------------|----------------|----------------------------|----------------|----------------|--------------------------|----------------|
| *Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.   |                         |                |                |                            |                |                |                          |                |
|  | Low Density Residential |                |                | Medium Density Residential |                |                | High Density Residential |                |
| Proposed Land Use Classification   | RE                      | RP             | R1             | R2                         | TN             | RMH            | R3                       | R3A            |
| Accessory Use  | P                       | P              | P              | P                          | P              | P              | P                        | P              |
| Agriculture*   | P                       |                |                |                            |                |                |                          |                |
| Animal Care Clinic   |                         |                |                |                            | P*             |                |                          | P              |
| Artist Studio  |                         |                |                |                            | P*             |                |                          |                |
| Bed and Breakfast*   |                         |                |                |                            |                |                |                          | P              |
| Boarding /Rooming House  |                         |                |                |                            |                |                | P                        | P              |
| Day Care, Center*  |                         |                | C <sub>2</sub> | P                          | P              |                | P                        | P              |
| Day Care, Group*   | C <sub>1</sub>          |                | C <sub>1</sub> | P                          | P              | C <sub>1</sub> | P                        | P              |
| Day Care, Home   | C <sub>1</sub>          |                | C <sub>1</sub> | P                          | P              | C <sub>1</sub> | P                        | P              |
| Dwelling, Accessory Unit*  | P                       |                |                | P                          | P              |                | P                        | P              |
| Dwelling, Multi-Unit*  |                         |                |                | P*                         | P              |                | P                        | P              |
| Dwelling, Multi-Unit Attached*   |                         |                |                | P                          | P              |                | P                        | P              |
| Dwelling, Single Unit Attached*  |                         |                | P              | P                          | P              | P              | P                        | P              |
| Dwelling, Single Unit Detached   | P                       | P              | P              | P                          | P              | P              | P                        | P              |
| Dwelling, Two Unit   |                         |                |                | P                          | P              |                | P                        | P              |
| Eating Establishment, Limited  |                         |                |                |                            | P*             |                |                          | P              |
| Financial Institutions   |                         |                |                |                            | P*             |                |                          | P              |
| Food Processing, Small Scale   |                         |                |                |                            | P*             |                |                          |                |
| Food Store   |                         |                |                |                            | P*             |                |                          |                |
| Fuel Station   |                         |                |                |                            | P*             |                |                          |                |
| Health Care and Social Services  |                         |                |                |                            | P*             |                |                          | P              |
| Home Occupation*   | C <sub>1</sub>          |                | C <sub>1</sub> | C <sub>1</sub>             | C <sub>1</sub> | C <sub>1</sub> | C <sub>1</sub>           | C <sub>1</sub> |
| Information Technology   |                         |                |                |                            |                |                |                          | P              |
| Laundry and Dry Cleaning   |                         |                |                |                            | P*             |                |                          | P              |
| Live-Work*   |                         |                |                |                            | C <sub>1</sub> |                |                          | P              |
| Manufactured Home*   | P                       | P              | P              | P                          | P              | P              | P                        | P              |
| Mobile Home Park*  |                         |                |                |                            |                | C <sub>2</sub> |                          | C <sub>2</sub> |
| Mortuary   |                         |                |                |                            |                |                |                          | P              |
| Park and Recreation Facility*  | P                       | P              | P              | P                          | P              | P              | P                        | P              |
| Parking Facility   |                         |                |                |                            |                |                |                          | P              |
| Personal Service   |                         |                |                |                            | P*             |                |                          | P              |
| Planned Unit Development*  | C <sub>3</sub>          | C <sub>3</sub> | C <sub>3</sub> | C <sub>3</sub>             |                | C <sub>3</sub> | C <sub>3</sub>           | C <sub>3</sub> |
| Professional Service   |                         |                |                |                            |                |                |                          | P              |
| Public Service Facility*   | C <sub>2</sub>          | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub>             | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub>           | C <sub>2</sub> |
| Public Service Facility, Limited   | P                       | P              | P              | P                          | P              | P              | P                        | P              |
| Public Service Use   |                         |                |                |                            |                |                |                          | P              |

|   |                |                |                |                |                |                |                |                |
|---|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Recreational Vehicle Park*              |                |                |                |                |                | C <sub>2</sub> |                |                |
| <b>Proposed Land Use Classification</b> | <b>RE</b>      | <b>RP</b>      | <b>R1</b>      | <b>R2</b>      | <b>TN</b>      | <b>RMH</b>     | <b>R3</b>      | <b>R3A</b>     |
| Religious Institution*                  | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> |
| Residential Care Facility               |                |                |                |                |                |                | P              | P              |
| Retail                                  |                |                |                |                | P*             |                |                | C <sub>2</sub> |
| School                                  | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> |
| Short Term Rental*                      | P              | P              | P              | P              | P              | P              | P              | P              |
| Transite Station                        |                |                |                |                |                |                |                | P              |

(Ord. 3218, 9-13-18) (Ord. 3358, 12-10-20)

#### 11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

**Table 11-2-2: Allowed Uses in Commercial Zones**

| <p>P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.</p> <p>*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.</p> |            |                |                |                |           |
|---|------------|----------------|----------------|----------------|-----------|
|   | Commercial |                |                |                |           |
| <b>Proposed Land Use Classification</b>   | <b>PB</b>  | <b>CC</b>      | <b>LC</b>      | <b>HC</b>      | <b>PT</b> |
| Accessory Use*  | P          | P              | P              | P              | P         |
| Accessory Use, Fuel Station*  |            | P              | P              | P              |           |
| Accessory Use, Storage Yard*  |            | P              | P              | P              |           |
| Amusement Center, Indoor  |            | P              | P              | P              |           |
| Amusement Center, Indoor Shooting Range*  |            | P              | P              | P              |           |
| Amusement Center, Outdoor*  |            |                |                | P              |           |
| Animal Care Clinic*   | P          | P              | P              | P              |           |
| Animal Care Facility*   |            |                |                | P              |           |
| Bed and Breakfast*  |            | P              | P              |                | P         |
| Boarding /Rooming House   |            | P              | P              |                | P         |
| Building Material, Garden and Farm Supplies   |            |                | P              | P              |           |
| Cemetery*   |            | C <sub>2</sub> | C <sub>2</sub> | C <sub>2</sub> |           |
| Club*   |            | P              | P              | P              |           |
| Communication Facility  |            | P              | P              | P              |           |
| Day Care, all Types*  | P          | P              | P              | P              | P         |
| Drinking Establishment  |            | P              |                | P              |           |
| Drive-through Establishment *   | P*         | P              | P              | P              | P         |
| Dwelling, Accessory Unit *  |            | P              | P              | P              | P         |
| Dwelling, Multi-Unit*   |            | P              | P              |                | P         |
| Dwelling, Multi-Unit Attached*  |            | P              | P              |                | P         |
| Dwelling, Single Unit Attached*   |            |                | P              |                |           |
| Dwelling, Single Unit Detached  |            |                | P              |                |           |
| Dwelling, Two Unit  |            |                | P              |                | P         |
| Eating Establishment  |            | P              | P              | P              | P         |
| Eating Establishment, Limited   | P          | P              | P              | P              | P         |

August 3, 2021

7:00 p.m.

Planning Department

City Annex Building

**MEMBERS PRESENT:** Commissioners Brent Dixon, Joanne Denney, Gene Hicks, George Morrison.

**MEMBERS ABSENT:** Arnold Cantu, Margaret Wimborne, Lindsey Romankiw

**ALSO PRESENT:** Assistant Planning Directors Kerry Beutler, Naysha Foster, Caitlin Long, and interested citizens.

**CALL TO ORDER:** Brent Dixon called the meeting to order at 7:00 p.m.

**Public Hearing(s):**

**3. RZON 21-014: REZONE. Rezone from RMH to R3A.**

Dixon opened the public hearing.

**Applicant: Brice Stadler, 694 S 280 E, Smithfield, Utah.** Stadler wants to rezone the subject property from RMH to R3A and then they are going to attempt to annex the remainder of Woodruff Circle and zone it the same.

Foster presented the staff report.

Hicks asked if there is access to Yellowstone Highway and Woodruff Circle. Foster indicated not at this time.

Foster stated that the land use map shows this area in high density residential.

No one appeared in support or opposition.

Dixon closed the public hearing.

**Morrison moved to recommend to the Mayor and City Council approval of the rezone of 0.22 acres of Lots 1-3 and north 15,8750 Square Feet of Lots 6-7, Block 1 Hodson Addition, as presented, Hicks seconded the motion and it passed unanimously.**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF 0.22 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM RMH RESIDENTIAL MOBILE AND MANUFACTURED HOME ZONE TO R3A RESIDENTIAL MIXED USE ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is R3A Zone for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Commercial and Higher Density” and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on August 3, 2021, and recommended approval of zoning the subject property to R3A Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 23, 2021.

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

**SECTION 1: LEGAL DESCRIPTION:**

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

0.22 Acres Lots 1-3 and a Portion of Lots 6-7, Block 1, Hodson Addition

**SECTION 2. Zoning.** That the property described in Section 1 of this Ordinance be and the same hereby is zoned “R3A” and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

**SECTION 3. Savings and Severability Clause.** The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.



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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF IDAHO FALLS, IDAHO

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

ATTEST:

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

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true, and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF 0.22 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM RMH RESIDENTIAL MOBILE AND MANUFACTURED HOME ZONE TO R3A RESIDENTIAL MIXED USE ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."



Kathy Hampton, City Clerk

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**REZONE FROM RMH TO R3A FOR 0.22 ACRES, LOTS 1-3, AND A PORTION OF LOTS 6-7, BLOCK 1 OF HODSON ADDITION, GENERALLY LOCATED NORTH OF LINCOLN RD, EAST OF IDAHO CANAL, SOUTH OF N YELLOWSTONE HWY, WEST OF N WOODRUFF AVE.**

**WHEREAS**, the applicant filed an application for rezoning on June 24, 2021; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on August 3, 2021; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 23, 2021; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is generally located North of Lincoln Rd, East of Idaho Canal, South of N Yellowstone Hwy, West of Woodruff Ave.
3. The Comprehensive Plan designation for this area is Commercial and Higher Density.
4. The R3A Zone is a residential and mixed-use zone and allows for both commercial and residential development.
5. The Planning and Zoning Commission recommend approval of the rezone from RMH to R3A.

### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Rezone.

**PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS**

**THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021**

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Rebecca L. Noah Casper, Mayor