



City Council Meeting

680 Park Avenue
Idaho Falls, ID 83402

Agenda

Thursday, October 14, 2021

7:30 PM

City Council Chambers

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. 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 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). 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. **Special Proclamation Announcement Regarding Operation Appreciation**
4. **Public Comment.**

Please see guidelines above.

5. **Consent Agenda.**

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

A. Mayor's Office

- 1) Appointments to City Boards, Commissions, and Committees-Public Works **21-274**

Attached please find communication from Public Works Director, Chris Fredericksen, regarding the citizen volunteers I am appointing to serve on the following City of Idaho Falls Boards, Committees, and Commissions:

Name	Committee	Term Expires
Timothy Nottestad	Impact Fee Advisory Committee	12/31/23
Brent Wilson	Impact Fee Advisory Committee	12/31/24
Jeff Freiburg	Impact Fee Advisory Committee	12/31/24
Richard Stewart	Impact Fee Advisory Committee	12/31/24
Glen Ogden	Impact Fee Advisory Committee	12/31/23

These applicants have been screened and subsequently recommended by Director Fredericksen. I have reviewed the applications and have met with the recommended applicants. I am confident these individuals meet the criteria set forth in Title 2, Chapter 16 of the City Code. I anticipate each will make positive contributions to the good work of the city.

I request your consent to these appointments at the regular Council Meeting on Thursday, October 14, 2021.

If you have questions or comments, please feel free to contact me or Director Fredericksen.

Attachments: PW Memorandum

- 2) Appointments to City Boards, Commissions, and Committees-Parks and Recreation **21-276**

Attached please find communication from Parks and Recreation Director, PJ Holm, regarding the citizen volunteers I am appointing/reappointing to serve on the following City of Idaho Falls Boards, Commissions, and Committees:

Name	Board, Commission, Committee	Term Expires	Status
Matt Hill	Parks & Rec Commission	12/31/24	Re-appoint
Randy Elwood	Golf Advisory Board	12/31/24	Re-appoint
Brian McGriff	Golf Advisory Board	12/31/24	Re-appoint
Bradley Bugger	Golf Advisory Board	12/31/24	Re-appoint
Matt Hill	Shade Tree Committee	12/31/24	Re-appoint
Kim Johnson	Shade Tree Committee	12/31/24	Re-appoint
Sam Elsworth	Shade Tree Committee	12/31/24	New Member
David Vest	Shade Tree Committee	12/31/24	New Member

The applicants have been screened and subsequently recommended by Director Holm. I have reviewed the reappointment recommendations. Further, I have reviewed the applications and have met with the newly recommended applicants. I am confident these individuals meet the criteria set forth in City Code and I anticipate each will make positive contributions to the good work of the city.

I request your vote to give consent to these appointments/reappointments at the regular Council Meeting on Thursday, October 14, 2021.

If you have questions or comments, please feel free to contact me or Director Holm.

Attachments: P&R Memo_Reappointments(2).pdf
P&R Memo_Reappointments(1).pdf
P&R Memo_S. Elsworth Appointment to Shade Tree.pdf
P&R Memo_D. Vest Appointment to Shade Tree.pdf
Shade Tree Committee.pdf
Golf Advisory Board.pdf
Parks & Rec Commission.pdf

B. Idaho Falls Power

1) Idaho Falls Power Board Meeting Minutes - September 2021 21-267

The Idaho Open Meeting Law requires that the governing body of a public agency must provide for the taking of written minutes of all of its meetings.

Attachments: 2021 0923 IFP Board Meeting minutes f.pdf

C. Public Works

1) Bid Award - Well 12 Rehabilitation 21-277

On Tuesday, October 5, 2021, bids were received and opened for the Well 12 Rehabilitation project. A tabulation of bid results is attached. The purpose of the project is to rehabilitate the existing well house. Proposed work includes removal and replacement of the HVAC system, installation of new electrical equipment and pump motors.

Attachments: Bid Award - Well 12 Rehabilitation.pdf

D. Municipal Services

- 1) Minutes from Council Meetings **21-282**
September 20, 2021 City Council Work Session and September 23, 2021 City Council Meeting.

Attachments: 20210920 Work Session - Unapproved.pdf
20210923 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).

6. Regular Agenda.**A. City Attorney**

- 1) Amendment to Idaho Falls City Code § 9-4-21 changing the term “Block Face” to “Block Parking.” **21-283**

This ordinance revision would amend City Code § 9-4-21 to change the term “Block Face” to “Block Parking” in order to help better communicate the City’s downtown time limited parking restrictions along both sides of a downtown street bordered by intersections.

Recommended Action:

Approve the Ordinance amending Idaho Falls City Code § 9-4-21 to change the term “Block Face” to “Block Parking,” under a suspension of the rules requiring three complete and separate readings and direct 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 only, or reject the Ordinance).

Attachments: Ordinance

B. Idaho Falls Power

- 1) PAC-IFP 161 kV JOOA Sugarmill to Paine **21-259**
IFP and PacifiCorp negotiated this agreement to clearly define operation and maintenance responsibilities for the jointly owned Sugarmill to Paine, 161 kv line.

Recommended Action:

Approve this Joint Ownership and Operation Agreement (JOOA) between Idaho Falls Power (IFP) and PacifiCorp, an Oregon corporation, for the 161 kV transmission line from Sugarmill to Paine and give authorization for the Mayor and City Clerk to execute the necessary documents, (or take other action deemed appropriate).

Attachments: PAC-IFP 161 KV JOOA.pdf

C. Municipal Services

1) Bid IF-21-29, Humidification Replacement Project for Wes Deist Aquatic Center 21-260

The Wes Deist Aquatic Center was built in 1986. On June 16, 2020, city staff and consultants with expertise in aquatic architecture, structure, mechanics, and electrical needs performed a formal facility assessment of the Wes Deist Aquatic Center. The assessment yielded several recommendations. The first recommendation included the repair and upgrade of the facility's natatorium, ductwork, electrical safety standards, and mechanical configuration. During the 2020/21 budget process, the repair and upgrade of the Aquatics Center was a top funding priority and therefore received budgetary approval for one-time project funding in the amount of \$1,018,000.00. The replacement dehumidification system was included in the approved project and already was approved for purchase by the City Council on May 13, 2021, for \$293,275.00. The replacement dehumidification system is scheduled to arrive in Idaho Falls the second week of November.

Recommended Action:

Approve the bid received from Alan Clark Construction of Idaho Falls for a total of \$840,148.00 and authorize a general fund transfer of the Heritage Park savings (from power pole installation) to proceed with the project (or take other action deemed appropriate).

Attachments: T-21-29 Dehyde.pdf
Specification for Dehumidification.pdf

D. Public Works

1) Iona Bonneville Sewer District (IBSD) - Request for Sewer Service Area Expansion 21-278

Public Works is in receipt of a request from the IBSD to increase the District's sewer service area boundary by 78.881 acres. The proposed expansion area is for inclusion of property located generally east of State Highway 43 and North of US Highway 26 as depicted in the attached exhibit.

Section 8 of the Cooperative Agreement for Sewage Collection and Treatment between Idaho Falls and the District requires that enlargements to the sewer service area be approved by the City of Idaho Falls. The City had previously requested that the District not expand its sewer service area unless alternative means were secured for sewage to reach the Wastewater Treatment Plant. Currently, the Sunnyside Sanitary Sewer Trunk line carries all flow from the District to the Plant. The District did reduce its service area in response to our request and is approximately 197.15 acres smaller than when originally requested by the City. The District's sewer service area would still be approximately 119.27 acres smaller than it was in 2016, if this request is approved.

Recommended Action:

Approval of request to expand the Sewer Service Area for IBSD or take other action deemed appropriate.

Attachments: 2021-09-24 - IBSD Exhibit A - Aerial.pdf

2) Change Order 1 - Thermoplastic Citywide - 2021 21-279

Seal coating within the Downtown was completed as part of the City's street maintenance program. The seal coating created the need to replace cross walks, stop bars and other pavement markings, which were not included within the original Thermoplastic Citywide - 2021 project bid schedule.

This change order was established to document and provide payment for the additional 7,614.4 square feet of thermoplastic placed for the original bid price of \$7.18/square foot, totaling \$54,671.39. The change order constitutes a 66% increase to the original bid cost of \$82,483.84.

Recommended Action:

Approval of change order and authorization for Mayor to sign the necessary documents or take other action as necessary.

Attachments: Change Order TRF-2021-02.pdf

3) Change Order 2 - Pop Kroll Street Improvement Utility Plans 21-280

This is the second change order for this project. The first change order was executed by staff and established additional payment for removal and replacement of unsuitable material encountered during excavation. The cost of change order 1 amounted to \$20,985.00 and was a 16% increase to the original bid of \$128,558.30.

Change order 2 addresses a waterline adjustment needed due to road grade elevation changes. Work associated with this change order included the water line elevation adjustment, additional rock excavation and removal and replacement of unsuitable material to accomplish this work. The total cost associated with change order 2 amounts to \$29,665.00.

Recommended Action:

Approval of the change order and authorization for Mayor to sign the necessary documents or take other action as necessary.

Attachments: Change Order STR-2018-34.pdf

4) Memorandum of Agreement (MOA) between the Idaho Transportation 21-281

(ITD), City of Idaho Falls, Bonneville Metropolitan Planning Organization (BMPO), and Greater Idaho Falls Transit (GIFT) for a Transit Pilot Project.

Attached for consideration is a MOA establishing the roles and responsibilities for the GIFT pilot project. The Idaho Transportation Department has secured Federal Fiscal Year 2020 Section 5307 CARES Act funds apportioned to the Idaho Falls urbanized area in the amount of \$4,191,157.

The funds will provide for securing a turnkey microtransit service to operate within Idaho Falls. Funds will be used to hire a Transit Coordinator, support operating and capital expenses and purchase of turnkey microtransit services. These funds require no local match and are intended to operate the pilot project for a period of two-years. Exhibit A, attached to the MOA, provides additional information regarding the project including the Scope of Work.

Recommended Action:

Approval of the MOA establishing the roles and responsibilities for the GIFT pilot project or take

other action deemed appropriate.

Attachments: BMPO - GIFT.pdf

E. Community Development Services

- 1)** Downtown Parking Memorandum of Understanding between Idaho Falls Downtown Development Corporation (IFDDC) and the City of Idaho Falls. **21-272**

The attached MOU is for management of downtown parking facilities. The parking spaces are public but managed by IFDDC. The agreement is a renewal for one year. This MOU also outlines fees to be paid for management services. Fees have increased \$10,000 over last year for additional facilities IFDDC has been asked to manage.

Recommended Action:

Approve the Downtown Parking Memorandum of Understanding between IFDDC and the City of Idaho Falls (or take other action as deemed appropriate).

Attachments: IFDDC MOU Parking Program .docx

- 2)** Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Skyline Manor Townhomes. **21-270**

Attached is the application for the Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards for Skyline Manor Townhomes. The Planning and Zoning Commission considered this item at its June 1, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. Approve the Development Agreement for Skyline Manor Townhomes and give authorization for the Mayor and City Clerk to sign said Final Plat (or take other action deemed appropriate).
2. Accept the Final Plat for Skyline Manor Townhomes and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Skyline Manor Townhomes and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map.jpg
Aerial.jpg
Final Plat.pdf
Staff Report.docx
PC Minutes.docx
Reasoned Statement.docx
Development Agreement.pdf

- 3) Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Sand Pointe Division 4. 21-269

Attached is the application for the Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards for Sand Pointe Division 4. The Planning and Zoning Commission considered this item at its April 6, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. Approve the Development Agreement for Sand Pointe Division 4 and give authorization for the Mayor and City Clerk to sign said Final Plat (or take other action deemed appropriate).
2. Accept the Final Plat for Sand Pointe Division 4 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Sand Point Division 4 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map.jpg
Aerial.jpg
Sand Pointe Div 4 Plat and Imp Dwgs.pdf
Staff Report.docx
PC Minutes.docx
Reasoned Statement.docx
Development Agreement.pdf

- 4) Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Fairway Estates Division No. 29. 21-268

Attached is the application for the Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards for Fairway Estates Division No. 29. The Planning and Zoning Commission considered this item at its June 1, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. Approve the Development Agreement for Fairway Estates Division No. 29 and give authorization for the Mayor and City Clerk to sign said Final Plat (or take other action deemed appropriate).
2. Accept the Final Plat for Fairway Estates Division No. 29 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Fairway Estates Division No. 29 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map.jpg
Aerial.jpg
Final Plat.pdf
Staff Report.doc
PC Minutes.docx
Reasoned Statement.docx
Development Agreement.pdf

5) Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Good Harbor Subdivision. 21-273

Attached is the application for the Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards for Good Harbor Subdivision. The Planning and Zoning Commission considered this item at its April 6, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. Approve the Development Agreement for Good Harbor Subdivision and give authorization for the Mayor and City Clerk to sign said Final Plat (or take other action deemed appropriate).
2. Accept the Final Plat for Good Harbor Subdivision and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Good Harbor Subdivision and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map.jpg
Aerial.jpg
Final Plat.pdf
Staff Report.docx
PC Minutes.docx
06 Reasoned Statement.docx
Development Agreement.pdf

6) Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 40.96 acres, Southwest ¼ of the Northeast ¼ of Section 26, Township 2 North, Range 37 East. 21-265

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of LC, Limited Commercial Zone with Airport Overlay Controlled Development which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 40.96 acres, Southwest ¼ of the Northeast ¼ of Section 26, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its July 20, 2021, meeting and recommended approval by a unanimous vote.

Staff concurs with this recommendation.

Recommended Action:

1. Approve the Ordinance annexing 40.96 acres, Southwest ¼ of the Northeast ¼ of Section 26, Township 2 North, Range 37 East 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 40.96 acres, Southwest ¼ of the Northeast ¼ of Section 26, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map.jpg
Airport LU.jpg
Aerial.jpg
Comp Plan Map.jpg
Staff Report.doc
Land Use Tables.pdf
Airport Overlay Use Table.pdf
PC Minutes.docx
Ordinance
Exhibit A - Map Exhibit.pdf
07 Reasoned Statement Annexation.docx

- 7) Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of LC, Limited Commercial Zone with Airport Overlay Controlled Development, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 40.96 acres, Southwest ¼ of the Northeast ¼ of Section 26, Township 2 North, Range 37 East. 21-266

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of LC with Airport Overlay Controlled Development which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 40.96 acres, Southwest ¼ of the Northeast ¼ of Section 26, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its July 20, 2021, meeting and recommended approval of LC with Airport Overlay by a unanimous vote. Staff recommends the requested zoning of LC with Airport Overlay Controlled Development.

Recommended Action:

1. Assign a Comprehensive Plan Designation of “Higher Density Residential and Medical Service Centers” and approve the Ordinance establishing the initial zoning for LC with Airport Overlay Controlled Development 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 LC with Airport Overlay Controlled Development 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
Ordinance
Exhibit A - Map Exhibit.pdf
Reasoned Statement Zoning.docx

- 8)** Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 13.43 acres, Southeast ¼ of Section 30, Township 3 North, Range 38 East. **21-263**

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of R2, Mixed Residential with Airport Overlay which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 13.43 acres, Southeast ¼ of Section 30, Township 3 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 6, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. Approve the Ordinance annexing 13.43 acres, Southeast ¼ of Section 30, Township 3 North, Range 38 East 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 13.43 acres, Southeast ¼ of Section 30, Township 3 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map.jpg
Aerial.jpg
14 Airport LU.jpg
12 Airport HL.jpg
13 Airport NC.jpg
Comp Plan Map.jpg
01 Staff Report.docx
Land Use Table Residential.pdf
PC Minutes.pdf
Ordinance
Exhibit A - Map Exhibit.pdf
07 Reasoned Statement Annexation.docx

- 9) Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R2, Mixed Residential with Airport Overlay Approach Surface, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 9.8604 acres, Southeast ¼ of Section 30, Township 3 North, Range 38 East. **21-264**

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of R2 with Airport Overlay Approach Surface which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 9.8604 acres, Southeast ¼ of Section 30, Township 3 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 6, 2021, meeting and recommended approval of R2 with Airport Overlay by a unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. Assign a Comprehensive Plan Designation of “Higher Density” and approve the Ordinance establishing the initial zoning for R2 with Airport Overlay Approach Surface 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 R2 with Airport Overlay Approach Surface 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 Map.jpg
Exhibit A - Map Exhibit.pdf
Ordinance
Reasoned Statement Zoning.docx

10) Public Hearing: Amendment of Title 11 of City Code, Requiring Neighborhood Meetings for Certain Land Use Applications. 21-271

For consideration on the regular agenda is an ordinance requiring a neighborhood meeting to be held prior to applications for preliminary plats, planned unit developments, rezones, and conditional use permits. The neighborhood meeting gives the developer an opportunity to share their development concept with the community and allows neighbors to ask questions and to discuss concerns related to the development proposal prior to the Planning Commission public meeting. This ordinance was considered by the Planning and Zoning Commission at its August 3, 2021 and recommended for approval by a 3-1 vote. Staff concurs with this recommendation.

Recommended Action:

To approve the Ordinance requiring Neighborhood Meetings for certain land use applications 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).

Attachments: Council staff report Amend Table 11-4-1 (1).doc
PC Minutes.docx
Zoning Ordinance - Title 11, Chapter 6, Neighborhood Meeting
9.17.21.pdf

7. Announcements.

8. Adjournment.



PROCLAMATION

- WHEREAS, healthcare professionals are devoted to providing quality treatment to patients and families bringing comfort, care, and dignity to communities across the nation and right here in the City of Idaho Falls; and
- WHEREAS, healthcare professionals are known to give their all – their time, their expertise, and their devoted attention –in service of health; and
- WHEREAS, this community has come to rely on the availability of around-the-clock healthcare whenever we are in need of medical treatment – and we are fortunate to receive it from doctors, nurses, clinicians, aides, and so many more; and
- WHEREAS, the recent adoption of crisis standards of care has highlighted the uncommon and widespread challenges for healthcare professionals as their vital caregiving work must be done safely and reliably and in a timely manner; and
- WHEREAS, this community is witnessing the resilience and tenacity of healthcare professionals as they continue to serve in their callings; and
- WHEREAS, healthcare workers are deserving of acknowledgement as they represent a humbly compassionate and committed labor force working tirelessly to support those seeking medical care; and
- WHEREAS, simple acts of gratitude and appreciation lead to improved relationships and are proven to decrease burnout in caregivers; and
- WHEREAS, when healthcare professionals are appreciated, it reinvigorates their belief that the work they do is meaningful and simple expressions of gratitude can cause their spirits to soar; and
- WHEREAS, healthcare professionals are deserving of our appreciation and gratitude as they make themselves available to see us through a lifespan of health challenges all the while striving to change lives for the better.

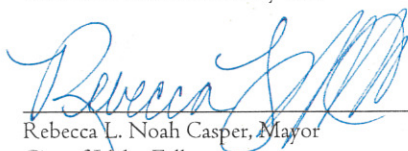
NOW THEREFORE, I, REBECCA L. NOAH CASPER, MAYOR of the City of Idaho Falls, do hereby proclaim October 17 - 23, 2021, as

Operation Appreciation Week

for all healthcare professionals in the City of Idaho Falls and encourage one and all to honor with sincerest gratitude the healthcare professionals who serve in this community, thanking them for their hard work and dedication to the health and wellbeing of our citizens.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Idaho Falls to be affixed on this 12th day of October, Two Thousand and Twenty-one.


Rebecca L. Noah Casper, Mayor
City of Idaho Falls



Memorandum

File #: 21-274

City Council Meeting

FROM: Rebecca Casper
DATE: Wednesday, October 6, 2021
DEPARTMENT: Mayor's Office

Subject

Appointments to City Boards, Commissions, and Committees-Public Works

Council Action Desired

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

Consent for appointments to the newly-formed Impact Fee Advisory Committee

Description, Background Information & Purpose

Attached please find communication from Public Works Director, Chris Fredericksen, regarding the citizen volunteers I am appointing to serve on the following City of Idaho Falls Boards, Committees, and Commissions:

Name	Committee	Term Expires
Timothy Nottestad	Impact Fee Advisory Committee	12/31/23
Brent Wilson	Impact Fee Advisory Committee	12/31/24
Jeff Freiburg	Impact Fee Advisory Committee	12/31/24
Richard Stewart	Impact Fee Advisory Committee	12/31/24
Glen Ogden	Impact Fee Advisory Committee	12/31/23

These applicants have been screened and subsequently recommended by Director Fredericksen. I have reviewed the applications and have met with the recommended applicants. I am confident these individuals meet the criteria set forth in Title 2, Chapter 16 of the City Code. I anticipate each will make positive contributions to the good work of the city.

I request your consent to these appointments at the regular Council Meeting on Thursday, October 14, 2021.

If you have questions or comments, please feel free to contact me or Director Fredericksen.

Alignment with City & Department Planning Objectives



Involving citizens in governance decision making processes supports the highest values of the strategic plan.

Interdepartmental Coordination

N/A

Fiscal Impact

Any activities for this committee are accounted for in the Public Works budget.

Legal Review

N/A



MEMORANDUM

TO: Honorable Mayor Rebecca Noah Casper

FROM: Chris H Fredericksen, Public Works Director

DATE: September 20, 2021

RE: Development Impact Fee Advisory Committee Appointments

It is the recommendation of those City staff members participating in the implementation of Development Impact Fees as per Title 2, Chapter 16 of the City Code, that the following citizens be considered for appointment to the Development Impact Fee Advisory Committee:

1. Timothy Nottestad – 2022 Eastern Idaho Homebuilders Association President (Development Related Position)
2. Brent Wilson – Planner and Commercial Real Estate (Development Related Position)
3. Jeff Freiburg – Consulting Engineer
4. Richard Stewart – Financial Service Industry
5. Glen Ogden – Mortgage and Commercial Lender

Each potential committee member's application is attached to this memo for your reference. Your timely consideration of these candidates is greatly appreciated.

Should you have any questions regarding this matter please contact me at your convenience.



City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

Thank you for your willingness to serve our community. Please fill out this form and attach a résumé to this application. If you wish, you may also submit a cover letter explaining your interest in city service.

Your application will be kept on file. When there is an opening on a relevant City Board, Committee or Commission, your application will be reviewed. Return the completed form to the Mayor's office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or mayor@idahofallsidaho.gov.

Name:	Timothy (T.B.) Notksted		
Mailing Address:	656 Jax Lane		
City, State, Zip:	Idaho Falls, ID 83402		
Email Address:	discoveryconstruction@hotmail.com		
Daytime Phone:	208-334-8234	<input type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?
Evening Phone:		<input type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?
Cell Phone:		<input type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?

What is your motivation for service on this/these committee(s)?

Impact Fee Committee

- City of Idaho Falls builder who will be impacted by the implementation of impact fees
- Will be 2022 EIHRA President and would like to be able to pass along information and feedback to EIHRA board of directors & members

How does your background training and experience lend itself to service on this/these committee(s)?

- Have served on EIHRA board as a builder-director for 2 years
- 2nd Vice president 2020 / 1st VP 2021 / President 2022

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

- City of IF home builder since 2009
- Built in areas with impact fees
- EIHRA board member since 2017

FOR OFFICE USE ONLY:

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	<u>Length of Term (Years)</u>	<u>Meeting Frequency</u>
Mayor's Office		
<input type="checkbox"/> Sister Cities Committee	Three (3)	As Needed
<input type="checkbox"/> Veteran's Committee	As Needed	As Needed
<input type="checkbox"/> Citizen Review Committee ¹	One (1)	As Needed
Fire Department		
<input type="checkbox"/> Fire Code Appeals Board	Five(5)	Yearly/As Needed
Human Resources		
<input type="checkbox"/> Library Board	Five(5)	Monthly/As Needed
Municipal Services		
<input type="checkbox"/> Civic Center for the Performing Arts Committee	Two(2)	As Needed
Parks and Recreation		
<input type="checkbox"/> Golf Advisory Board	Three(3)	Every Other Month
<input type="checkbox"/> Parks and Recreation Commission	Three(3)	Monthly
<input type="checkbox"/> Shade Tree Committee	Three(3)	Monthly
<input type="checkbox"/> Tautphaus Park Zoological Society	Three(3)	Quarterly
Planning and Building		
<input type="checkbox"/> Board of Adjustment	Five(5)	2 nd Thursday/As Needed
<input type="checkbox"/> Building Code Board of Appeals	Three(3)	As Needed
<input type="checkbox"/> Electrical Board of Review	Two(2) & Three(3)	As Needed
<input type="checkbox"/> Historic Preservation Commission ²	Three(3)	1 st Thursday
<input type="checkbox"/> ADA Advisory Board ³	Three(3)	As Needed
<input type="checkbox"/> Idaho Falls Business Assistance Corp	Staggering Terms	Quarterly/As Needed
<input type="checkbox"/> Idaho Falls Redevelopment Agency	Five(5)	3 rd Thursday
<input type="checkbox"/> Mechanical Appeals Board	Three(3)	As Needed
<input type="checkbox"/> Planning Commission ⁴	Six(6)	1 st Tuesday
<input type="checkbox"/> Plumbing Appeals Board	Three(3)	As Needed
Police Department		
<input type="checkbox"/> Police Department Building Committee	As Needed	As Needed
<input type="checkbox"/> Traffic Safety Committee	Two(2)	As Needed
Public Works		
<input checked="" type="checkbox"/> Impact Fees Advisory Committee	Three Years (staggered terms)	As Needed
Regional Committees		
<input type="checkbox"/> Bonneville Metropolitan Planning Organization (BMPO)		
<input type="checkbox"/> Targhee Regional Public Transportation Association (TRPTA)		

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Name:	Brent Wilson	
Mailing Address:	326 N. Ridge Ave.	
City, State, Zip:	Idaho Falls, ID 83402	
Email Address:	brent@tokcommercial.com	
Daytime Phone:	208-227-8148	<input checked="" type="checkbox"/> Message? <input checked="" type="checkbox"/> Text?
Evening Phone:		<input type="checkbox"/> Message? <input type="checkbox"/> Text?
Cell Phone:	208-881-1108	<input checked="" type="checkbox"/> Message? <input checked="" type="checkbox"/> Text?

What is your motivation for service on this/these committee(s)?

I have been a land use planner and commercial real estate broker for many years. As a citizen of Idaho Falls, I feel I can provide valuable insight regarding impact fees.

How does your background training and experience lend itself to service on this/these committee(s)?

Master's Degree in Urban and Regional Planning (2000) - University of Florida

AICP Designation - 2000

Partner/Broker - TOK Commercial Real Estate

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

Law courses and Planning Courses (University of Florida) re: impact fees with Dr. James C. Nicholas (impact fee expert).

20+ years' experience in land planning (public and private sector), development and commercial real estate brokerage

Corporate real estate consultant to large companies (Costco, Sears/Kmart, Walmart, UPS, HCA Healthcare)

Advisory Board Member - REDI

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Mayor's Office		
<input type="checkbox"/> Sister Cities Committee	Three (3)	As Needed
<input type="checkbox"/> Veteran's Committee	As Needed	As Needed
<input type="checkbox"/> Citizen Review Committee ¹	One (1)	As Needed
Fire Department		
<input type="checkbox"/> Fire Code Appeals Board	Five(5)	Yearly/As Needed
Human Resources		
<input type="checkbox"/> Library Board	Five(5)	Monthly/As Needed
Municipal Services		
<input type="checkbox"/> Civic Center for the Performing Arts Committee	Two(2)	As Needed
Parks and Recreation		
<input type="checkbox"/> Golf Advisory Board	Three(3)	Every Other Month
<input type="checkbox"/> Parks and Recreation Commission	Three(3)	Monthly
<input type="checkbox"/> Shade Tree Committee	Three(3)	Monthly
<input type="checkbox"/> Tautphaus Park Zoological Society	Three(3)	Quarterly
Planning and Building		
<input type="checkbox"/> Board of Adjustment	Five(5)	2 nd Thursday/As Needed
<input type="checkbox"/> Building Code Board of Appeals	Three(3)	As Needed
<input type="checkbox"/> Electrical Board of Review	Two(2) & Three(3)	As Needed
<input type="checkbox"/> Historic Preservation Commission ²	Three(3)	1 st Thursday
<input type="checkbox"/> ADA Advisory Board ³	Three(3)	As Needed
<input type="checkbox"/> Idaho Falls Business Assistance Corp	Staggering Terms	Quarterly/As Needed
<input type="checkbox"/> Idaho Falls Redevelopment Agency	Five(5)	3 rd Thursday
<input type="checkbox"/> Mechanical Appeals Board	Three(3)	As Needed
<input type="checkbox"/> Planning Commission ⁴	Six(6)	1 st Tuesday
<input type="checkbox"/> Plumbing Appeals Board	Three(3)	As Needed
Police Department		
<input type="checkbox"/> Police Department Building Committee	As Needed	As Needed
<input type="checkbox"/> Traffic Safety Committee	Two(2)	As Needed
Public Works		
<input checked="" type="checkbox"/> Impact Fees Advisory Committee	Three Years (staggered terms)	As Needed
Regional Committees		
<input type="checkbox"/> Bonneville Metropolitan Planning Organization (BMPO)		
<input type="checkbox"/> Targhee Regional Public Transportation Association (TRPTA)		

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Name:	Jeff Freiberg		
Mailing Address:	946 Oxbow Lane		
City, State, Zip:	Idaho Falls, Idaho 83404		
Email Address:	jeff@jfreibergengineering.com		
Daytime Phone:		<input type="checkbox"/> Message? <input type="checkbox"/> Text?	
Evening Phone:		<input type="checkbox"/> Message? <input type="checkbox"/> Text?	
Cell Phone:	208-220-6431	<input type="checkbox"/> Message? <input checked="" type="checkbox"/> Text?	

What is your motivation for service on this/these committee(s)?

Was asked by Kent Fugal

How does your background training and experience lend itself to service on this/these committee(s)?

I've been doing development work in Idaho Falls for 22 years.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

Site / Transportation Development

BSCE Civil Engineering

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Mayor's Office		
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<input type="checkbox"/> Citizen Review Committee ¹	One (1)	As Needed
Fire Department		
<input type="checkbox"/> Fire Code Appeals Board	Five(5)	Yearly/As Needed
Human Resources		
<input type="checkbox"/> Library Board	Five(5)	Monthly/As Needed
Municipal Services		
<input type="checkbox"/> Civic Center for the Performing Arts Committee	Two(2)	As Needed
Parks and Recreation		
<input type="checkbox"/> Golf Advisory Board	Three(3)	Every Other Month
<input type="checkbox"/> Parks and Recreation Commission	Three(3)	Monthly
<input type="checkbox"/> Shade Tree Committee	Three(3)	Monthly
<input type="checkbox"/> Tautphaus Park Zoological Society	Three(3)	Quarterly
Planning and Building		
<input type="checkbox"/> Board of Adjustment	Five(5)	2 nd Thursday/As Needed
<input type="checkbox"/> Building Code Board of Appeals	Three(3)	As Needed
<input type="checkbox"/> Electrical Board of Review	Two(2) & Three(3)	As Needed
<input type="checkbox"/> Historic Preservation Commission ²	Three(3)	1 st Thursday
<input checked="" type="checkbox"/> ADA Advisory Board ³	Three(3)	As Needed
<input type="checkbox"/> Idaho Falls Business Assistance Corp	Staggering Terms	Quarterly/As Needed
<input type="checkbox"/> Idaho Falls Redevelopment Agency	Five(5)	3 rd Thursday
<input type="checkbox"/> Mechanical Appeals Board	Three(3)	As Needed
<input type="checkbox"/> Planning Commission ⁴	Six(6)	1 st Tuesday
<input type="checkbox"/> Plumbing Appeals Board	Three(3)	As Needed
Police Department		
<input type="checkbox"/> Police Department Building Committee	As Needed	As Needed
<input type="checkbox"/> Traffic Safety Committee	Two(2)	As Needed
Public Works		
<input checked="" type="checkbox"/> Impact Fees Advisory Committee	Three Years (staggered terms)	As Needed
Regional Committees		
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Name:	Richard N. Stewart		
Mailing Address:	2375 Briarcliff Ave.		
City, State, Zip:	Idaho Falls, ID 83404		
Email Address:	jackielogan00@gmail.com		
Daytime Phone:	2085237000	<input type="checkbox"/> Message? <input type="checkbox"/> Text?	
Evening Phone:	2085891390	<input type="checkbox"/> Message? <input type="checkbox"/> Text?	
Cell Phone:	2085891390	<input type="checkbox"/> Message? <input type="checkbox"/> Text?	

What is your motivation for service on this/these committee(s)?

Become involved with city government and help Idaho Falls become a better community
Give back to my community
Use my experience and education levels

How does your background training and experience lend itself to service on this/these committee(s)?

Financial Services for 20 plus years. I have extensive experience working with people in business relationships
I have worked with budgeting on a personal level with many people, and also with corporations
I am a registered Investment Advisor. I would like to serve on the development impact fee advisory committee.
I have experience with local community businesses, and their impact on the community.
Please use Randy Fife as a referral for my experience and knowledge..

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

Financial Services for 20 plus years. experience in consumer finance, planning, insurance and economics.
I have a Masters in Business Administration as well as a Masters in English Literature
I am a Chartered Financial Consultant with expert knowledge in consumer finance
I am a registered investment advisor and a small business owner

FOR OFFICE USE ONLY:

Date received by Mayor's Office:	08-27-2021	Date appointed:	
City Division(s) application forwarded to:	PN & CDS	Board, Committee or Commission appointed to:	

	<u>Length of Term (Years)</u>	<u>Meeting Frequency</u>
Mayor's Office		
<input type="checkbox"/> Sister Cities Committee	Three (3)	As Needed
<input type="checkbox"/> Veteran's Committee	As Needed	As Needed
<input type="checkbox"/> Citizen Review Committee ¹	One (1)	As Needed
Fire Department		
<input type="checkbox"/> Fire Code Appeals Board	Five(5)	Yearly/As Needed
Human Resources		
<input type="checkbox"/> Library Board	Five(5)	Monthly/As Needed
Municipal Services		
<input type="checkbox"/> Civic Center for the Performing Arts Committee	Two(2)	As Needed
Parks and Recreation		
<input type="checkbox"/> Golf Advisory Board	Three(3)	Every Other Month
<input type="checkbox"/> Parks and Recreation Commission	Three(3)	Monthly
<input type="checkbox"/> Shade Tree Committee	Three(3)	Monthly
<input type="checkbox"/> Tautphaus Park Zoological Society	Three(3)	Quarterly
Planning and Building		
<input type="checkbox"/> Board of Adjustment	Five(5)	2 nd Thursday/As Needed
<input type="checkbox"/> Building Code Board of Appeals	Three(3)	As Needed
<input type="checkbox"/> Electrical Board of Review	Two(2) & Three(3)	As Needed
<input type="checkbox"/> Historic Preservation Commission ²	Three(3)	1 st Thursday
<input type="checkbox"/> ADA Advisory Board ³	Three(3)	As Needed
<input type="checkbox"/> Idaho Falls Business Assistance Corp	Staggering Terms	Quarterly/As Needed
<input type="checkbox"/> Idaho Falls Redevelopment Agency	Five(5)	3 rd Thursday
<input type="checkbox"/> Mechanical Appeals Board	Three(3)	As Needed
<input checked="" type="checkbox"/> Planning Commission ⁴	Six(6)	1 st Tuesday
<input type="checkbox"/> Plumbing Appeals Board	Three(3)	As Needed
Police Department		
<input type="checkbox"/> Police Department Building Committee	As Needed	As Needed
<input type="checkbox"/> Traffic Safety Committee	Two(2)	As Needed
Public Works		
<input checked="" type="checkbox"/> Impact Fees Advisory Committee	Three Years (staggered terms)	As Needed
Regional Committees		
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Name:	Glen B. Ogden		
Mailing Address:	4146 S Holmes Ave		
City, State, Zip:	Idaho Falls ID 83404		
Email Address:	glenbogden@me.com		
Daytime Phone:	208.201.0118	<input type="checkbox"/> Message? <input checked="" type="checkbox"/> Text?	
Evening Phone:	208.201.0118	<input type="checkbox"/> Message? <input type="checkbox"/> Text?	
Cell Phone:	208.201.0118 Message and text acceptable	<input type="checkbox"/> Message? <input type="checkbox"/> Text?	

What is your motivation for service on this/these committee(s)?

I enjoyed being involved in the ImagineIF and plan to make Idaho Falls my permanent home. We are in a critical growth phase and I would like to be involved in what Idaho Falls will look like in the future and I believe in being involved in and serving the community in which I live.

How does your background training and experience lend itself to service on this/these committee(s)?

Before moving to Idaho Falls, I spent 22 years as a mortgage and commercial lender and senior credit unions in Utah, Wisconsin and Oklahoma. I served on various committees in Draper Utah in Combined Locks, Wisconsin. I am acquainted with the struggles any city has to effectively plan and I would like to put what I have learned in both my professional life as well as my prior public service to use in Idaho Falls.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

Planning Commission Combined Locks, WI from 2009 to 2012
President of the Utah Mortgage Lenders Association 2007
I am a Certified Mortgage Banker (CMB), Accredited Mortgage Professional (AMP) and a Certified

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Mayor's Office		
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Human Resources		
<input type="checkbox"/> Library Board	Five(5)	Monthly/As Needed
Municipal Services		
<input type="checkbox"/> Civic Center for the Performing Arts Committee	Two(2)	As Needed
Parks and Recreation		
<input type="checkbox"/> Golf Advisory Board	Three(3)	Every Other Month
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<input type="checkbox"/> Shade Tree Committee	Three(3)	Monthly
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<input type="checkbox"/> Electrical Board of Review	Two(2) & Three(3)	As Needed
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CHAPTER 2 IMPACT FEE ADVISORY COMMITTEE

SECTION:

- 2-16-1: Establishment
- 2-16-2: Purpose
- 2-16-3: Duties
- 2-16-4: Organization
- 2-16-5: Terms
- 2-16-6: Removal
- 2-16-7: Vacancy
- 2-16-8: Attendance
- 2-16-9: Open Meetings
- 2-16-10: Minutes

2-16-1: ESTABLISHMENT: The Development Impact Fee Advisory Committee (“Committee”) is hereby established. The Mayor, with the consent of the Council, shall appoint five (5) voting members to the Committee. The Committee shall include not less than two (2) members who are active in the business of development, building, or real estate. All members shall be residents of the City. No members shall be employees or officials of any governmental entity. Members shall be selected without regard to political affiliation, race, color, national origin, gender, family status, sex, handicap, sexual orientation, gender identity/expression or religion. Committee members shall serve without compensation. The Mayor may appoint, with the consent of the Council, additional persons with interest, expertise, and experience to be non-voting ex-officio members of the Committee.

2-16-2: PURPOSE: The purpose of the Committee is to advise and assist the Director of the Public Works Department, the Mayor, and the Council in matters related to the City’s proposed and adopted development impact fees, in compliance with Idaho Code provisions related thereto.

2-16-3: DUTIES: The Committee shall have the following powers, duties, and responsibilities:

- A. Assist the governmental entity in adopting land use assumptions; and
- B. Review the capital improvements plan, and proposed amendments, and file written comments; and
- C. Monitor and evaluate implementation of the capital improvements plan; and
- D. File periodic reports, at least annually, with respect to the capital improvements

plan and report to the governmental entity any perceived inequities in implementing the plan or imposing the development impact fees.

E. All other activities required by Idaho Code related to development impact fees.

2-16-4: ORGANIZATION: During the first meeting of each calendar year, the Committee shall elect, by majority vote of the Committee, a person to act as Chair and Vice-Chair from its membership. The Chair and Vice-Chair shall serve until replaced or re-elected.

2-16-5: TERMS: Each Committee member shall be appointed to serve a term of three (3) years, except that the terms of the initial Board members may be less than three years as necessary to provide for staggered terms of office. Terms of no more than three (3) members shall expire in any calendar year. Committee members may be reappointed.

2-16-6: REMOVAL: A voting Committee member may be removed from the Committee by the Mayor and at the Chair's request, following either two (2) consecutive meeting absences unexcused by the Chair, or two (2) meeting absences in any calendar year, or at any time by the majority vote of the Council.

2-16-7: VACANCY: The Mayor, with the consent of the Council, shall appoint a qualified member to fill any unexpired term of a Committee member in the event of a vacancy.

2-16-8: ATTENDANCE: A majority of voting Committee members shall constitute a quorum for purposes of conducting the business of the Committee. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present.

2-16-9: OPEN MEETINGS: The Committee shall meet as often as deemed necessary by the Director of the Public Works Department. All meetings of the Committee shall be open to the public and shall follow the requirements of the Idaho Open Meetings Law. The Director of the Public Works Department shall keep minutes and other appropriate records pursuant to the Idaho Code.

2-16-10: MINUTES: The Committee shall provide an annual report, as approved by the Director of the Public Works Department, to the Council with respect to City capital improvement plans related to impact fees and any perceived inequities in implementing the plan or imposing development impact fees.



Memorandum

File #: 21-276

City Council Meeting

FROM: Rebecca Casper
DATE: Wednesday, October 6, 2021
DEPARTMENT: Mayor's Office

Subject

Appointments to City Boards, Commissions, and Committees-Parks and Recreation

Council Action Desired

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

Approval of appointments, and reappointments, to Parks and Recreation Boards, Commissions, and Committees

Description, Background Information & Purpose

Attached please find communication from Parks and Recreation Director, PJ Holm, regarding the citizen volunteers I am appointing/reappointing to serve on the following City of Idaho Falls Boards, Commissions, and Committees:

Name	Board, Commission, Committee	Term Expires	Status
Matt Hill	Parks & Rec Commission	12/31/24	Re-appoint
Randy Elwood	Golf Advisory Board	12/31/24	Re-appoint
Brian McGriff	Golf Advisory Board	12/31/24	Re-appoint
Bradley Bugger	Golf Advisory Board	12/31/24	Re-appoint
Matt Hill	Shade Tree Committee	12/31/24	Re-appoint
Kim Johnson	Shade Tree Committee	12/31/24	Re-appoint
Sam Elsworth	Shade Tree Committee	12/31/24	New Member
David Vest	Shade Tree Committee	12/31/24	New Member

The applicants have been screened and subsequently recommended by Director Holm. I have reviewed the reappointment recommendations. Further, I have reviewed the applications and have met with the newly recommended applicants. I am confident these individuals meet the criteria set forth in City Code and I anticipate each will make positive contributions to the good work of the city.

I request your vote to give consent to these appointments/reappointments at the regular Council Meeting on

Thursday, October 14, 2021.

If you have questions or comments, please feel free to contact me or Director Holm.

Alignment with City & Department Planning Objectives



Involving citizens in governance decision making processes supports the highest values of the strategic plan.

Interdepartmental Coordination

N/A

Fiscal Impact

Any activities for these boards, commissions, and/or committees are accounted for in the Parks and Recreation budget.

Legal Review

N/A



MEMORANDUM

TO: Honorable Mayor Rebecca Casper

FROM: PJ Holm, Director, Parks and Recreation Department

DATE: Monday, October 4, 2021

RE: Parks and Recreation Department Boards, Committees and Commission Re-Appointments

Mayor:

The Parks and Recreation Department respectfully submits the following names for consideration for re-appointment to the Shade Tree Committee:

Matt Hill

Kim Johnson

Matt Hill and Kim Johnson were both appointed to the Shade Tree Committee in 2018. Their terms expire December 31, 2021. If re-appointed, their new three year term will expire December 31, 2024.



MEMORANDUM

TO: Honorable Mayor Rebecca Casper

FROM: PJ Holm, Director, Parks and Recreation Department

DATE: October 6, 2021

RE: Parks and Recreation Department Boards, Committees and Commission Re-Appointments

The Parks and Recreation Department respectfully submits the following names for consideration for re-appointment. Each of these persons has been dedicated to working with their respective board or committee and would like to continue.

Board Or Commission	Name	Expiration	Term and Next Expiration
Parks & Rec Commission	Matt Hill	Expires December 2021	3 year term. Exp. 2024
Golf Advisory Board	Randy Elwood	Expires December 2021	3 year term. Exp. 2024
Golf Advisory Board	Brian McGiff	Expires December 2021	3 year term. Exp. 2024
Golf Advisory Board	Bradley Bugger	Expires December 2021	3 year term. Exp. 2024

Respectfully,

PJ Holm

A handwritten signature in blue ink, appearing to read "PJ Holm", is written over a horizontal line.



MEMORANDUM

TO: Honorable Mayor Rebecca Casper

FROM: PJ Holm, Director, Parks and Recreation Department

DATE: September 23, 2021

RE: Applicant Recommendation for Shade Tree Committee

Mayor:

As the director of the Idaho Falls Parks and Recreation Department, I respectfully recommend Sam Ellsworth for consideration for appointment to the Shade Tree Committee. He helped build the Idaho Falls Community Food Basket, is active in working on historical improvements via the creation of a local improvement district for the Hughes Imperial and Gustafson Estates, he's a community recycling task force creator, has horticulture experience and is an active Master Garden. He is clearly an active and community oriented resident of our great city and I therefore recommend him for appointment to the Shade Tree Committee. The term of this appointment is three (3) years.

Please let me know if you have any further questions, comments, or concerns with this recommendation or the applicant.

All the Best,

Paul Holm Jr. (PJ)



P.J. Holm, CPRP / Director of Parks and Recreation

520 Memorial Drive
Idaho Falls, Idaho 83402
Work: (208) 612-8482
Fax: (208) 612-8179
pholm@idahofallsidaho.gov



City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

Thank you for your willingness to serve our community. Please fill out this form and attach a résumé to this application. If you wish, you may also submit a cover letter explaining your interest in city service.

Your application will be kept on file. When there is an opening on a relevant City Board, Committee or Commission, your application will be reviewed. Return the completed form to the Mayor's office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or mayor@idahofallsidaho.gov.

Name:	Sam Edward Ellsworth		
Mailing Address:	185 North Morningside Drive		
City, State, Zip:	Idaho Falls, Idaho, 83402		
Email Address:	Sam.Ellsworth@outlook.com		
Daytime Phone:	Same as below	<input type="checkbox"/> Message? <input type="checkbox"/> Text?	
Evening Phone:	~~~	<input type="checkbox"/> Message? <input type="checkbox"/> Text?	
Cell Phone:	(208) 709-8124	<input type="checkbox"/> Message? <input type="checkbox"/> Text?	

What is your motivation for service on this/these committee(s)?

My motivation for service on municipal committees is multifaceted.

I am a homeowner (and taxpayer) of 9 years standing. My friends and colleagues are leaving the area for various reason. I plan to stay and make it more desirable for our local talent to set root like I have.

I will be attending ISU this fall to earn a Masters of Public Administration. This program will further refine and fuel my governmental interests.

How does your background training and experience lend itself to service on this/these committee(s)?

I have been politically active for 5 years, encompassing federal, state and local municipalities.

With my colleague Claudia Pine, we built the Idaho Falls community food basket "Happyville" farm located on Saturn Avenue.

I am in the process of creating a Local Improvement District for the Hughes Imperial Estates and Gustafson Estates for historical improvements.

At the direction of the mayor of Idaho Falls, created a recycling task force which has dozens of active members.

Familiar with ADA compliance, my mother has cerebral palsy which requires adaptation of everyday tasks.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

Bachelors of political science earned at Idaho State University in Pocatello. Utilized University Place, located next to Freeman park.

I have a decade of horticulture experience. 5 years active Master Gardner, I own a local handyman and gardening business 8 years standing.

Extensive research into historic preservation of building structures and landscapes.

FOR OFFICE USE ONLY:	
Date received by Mayor's Office:	Date appointed:
City Division(s) application forwarded to:	Board, Committee or Commission appointed to:

	<u>Length of Term (Years)</u>	<u>Meeting Frequency</u>
Mayor's Office		
<input type="checkbox"/> Sister Cities Committee	Three (3)	As Needed
<input type="checkbox"/> Veteran's Committee	As Needed	As Needed
<input checked="" type="checkbox"/> Citizen Review Committee ¹	One (1)	As Needed
Fire Department		
<input type="checkbox"/> Fire Code Appeals Board	Five(5)	Yearly/As Needed
Human Resources		
<input checked="" type="checkbox"/> Library Board	Five(5)	Monthly/As Needed
Municipal Services		
<input checked="" type="checkbox"/> Civic Center for the Performing Arts Committee	Two(2)	As Needed
Parks and Recreation		
<input type="checkbox"/> Golf Advisory Board	Three(3)	Every Other Month
<input checked="" type="checkbox"/> Parks and Recreation Commission	Three(3)	Monthly
<input checked="" type="checkbox"/> Shade Tree Committee	Three(3)	Monthly
<input type="checkbox"/> Tautphaus Park Zoological Society	Three(3)	Quarterly
Planning and Building		
<input checked="" type="checkbox"/> Board of Adjustment	Five(5)	2 nd Thursday/As Needed
<input checked="" type="checkbox"/> Building Code Board of Appeals	Three(3)	As Needed
<input type="checkbox"/> Electrical Board of Review	Two(2) & Three(3)	As Needed
<input checked="" type="checkbox"/> Historic Preservation Commission ²	Three(3)	1 st Thursday
<input checked="" type="checkbox"/> ADA Advisory Board ³	Three(3)	As Needed
<input type="checkbox"/> Idaho Falls Business Assistance Corp	Staggering Terms	Quarterly/As Needed
<input checked="" type="checkbox"/> Idaho Falls Redevelopment Agency	Five(5)	3 rd Thursday
<input type="checkbox"/> Mechanical Appeals Board	Three(3)	As Needed
<input checked="" type="checkbox"/> Planning Commission ⁴	Six(6)	1 st Tuesday
<input type="checkbox"/> Plumbing Appeals Board	Three(3)	As Needed
Police Department		
<input type="checkbox"/> Police Department Building Committee	As Needed	As Needed
<input type="checkbox"/> Traffic Safety Committee	Two(2)	As Needed
Regional Committees		
<input checked="" type="checkbox"/> Bonneville Metropolitan Planning Organization (BMPO)		
<input type="checkbox"/> Targhee Regional Public Transportation Association (TRPTA)		

¹Where not specifically required by law, City of Idaho Falls residents will be given preference.

²Four (4) members shall have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation-related disciplines.

³All members shall be a person with a disability or have a demonstrated interest, competence or knowledge of disabilities.

⁴One (1) member shall be a Bonneville County resident residing within the area of city impact.

Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee.

Any Information supplied may be subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350



MEMORANDUM

TO: Honorable Mayor Rebecca Casper

FROM: PJ Holm, Director, Parks and Recreation Department

DATE: September 3, 2021

RE: Applicant Recommendation for Shade Tree Committee

Mayor:

As the director of the Idaho Falls Parks and Recreation Department, I respectfully recommend David Vest for consideration for appointment to the Shade Tree Committee. As co-owner of R&D Wholesale Nursery, Mr. Vest has more than 20 years of experience in the tree industry, from selling products to local landscapers to design and consultation work throughout the community. David was asked to apply for this position by Lee Washburn, who is the City's Arborist, and he feels that it will be fun to be involved. I have heard good things about David and recommend him for appointment to the Shade Tree Committee. The term of this appointment is three (3) years.

Please let me know if you have any further questions, comments, or concerns with this recommendation or the applicant.

All the Best,

Paul Holm Jr. (PJ)



P.J. Holm, CPRP / Director of Parks and Recreation

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Idaho Falls, Idaho 83402
Work: (208) 612-8482
Fax: (208) 612-8179
pholm@idahofallsidaho.gov



City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

Thank you for your willingness to serve our community. Please fill out this form and attach a résumé to this application. If you wish, you may also submit a cover letter explaining your interest in city service.

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Name:	David Vest		
Mailing Address:	1041 E 25th Street		
City, State, Zip:	Idaho Falls ID 83404		
Email Address:	dvest41@outlook.com		
Daytime Phone:		<input type="checkbox"/> Message? <input type="checkbox"/> Text?	
Evening Phone:		<input type="checkbox"/> Message? <input type="checkbox"/> Text?	
Cell Phone:	208-521-7768	<input checked="" type="checkbox"/> Message? <input checked="" type="checkbox"/> Text?	

What is your motivation for service on this/these committee(s)?

Lee Washburn suggested that I look into it. It would be fun to be involved.

How does your background training and experience lend itself to service on this/these committee(s)?

Co-owned and operated R&D Wholesale Nursery since 2006. Been actively selling trees to contractors, landscapers, and retail customers.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

Been in the industry for 20 plus years. Experience in the irrigation industry as well. Design, consult, and sales are all part of the job. Some experience in diagnosing problems, but would mostly refer to professionals in that part of the trade.

FOR OFFICE USE ONLY:	
Date received by Mayor's Office: 09/01/2021	Date appointed:
City Division(s) application forwarded to: PBP	Board, Committee or Commission appointed to:

	<u>Length of Term (Years)</u>	<u>Meeting Frequency</u>
Mayor's Office		
<input type="checkbox"/> Sister Cities Committee	Three (3)	As Needed
<input type="checkbox"/> Veteran's Committee	As Needed	As Needed
<input type="checkbox"/> Citizen Review Committee ¹	One (1)	As Needed
Fire Department		
<input type="checkbox"/> Fire Code Appeals Board	Five(5)	Yearly/As Needed
Human Resources		
<input type="checkbox"/> Library Board	Five(5)	Monthly/As Needed
Municipal Services		
<input type="checkbox"/> Civic Center for the Performing Arts Committee	Two(2)	As Needed
Parks and Recreation		
<input type="checkbox"/> Golf Advisory Board	Three(3)	Every Other Month
<input type="checkbox"/> Parks and Recreation Commission	Three(3)	Monthly
<input checked="" type="checkbox"/> Shade Tree Committee	Three(3)	Monthly
<input type="checkbox"/> Tautphaus Park Zoological Society	Three(3)	Quarterly
Planning and Building		
<input type="checkbox"/> Board of Adjustment	Five(5)	2 nd Thursday/As Needed
<input type="checkbox"/> Building Code Board of Appeals	Three(3)	As Needed
<input type="checkbox"/> Electrical Board of Review	Two(2) & Three(3)	As Needed
<input type="checkbox"/> Historic Preservation Commission ²	Three(3)	1 st Thursday
<input type="checkbox"/> ADA Advisory Board ³	Three(3)	As Needed
<input type="checkbox"/> Idaho Falls Business Assistance Corp	Staggering Terms	Quarterly/As Needed
<input type="checkbox"/> Idaho Falls Redevelopment Agency	Five(5)	3 rd Thursday
<input type="checkbox"/> Mechanical Appeals Board	Three(3)	As Needed
<input type="checkbox"/> Planning Commission ⁴	Six(6)	1 st Tuesday
<input type="checkbox"/> Plumbing Appeals Board	Three(3)	As Needed
Police Department		
<input type="checkbox"/> Police Department Building Committee	As Needed	As Needed
<input type="checkbox"/> Traffic Safety Committee	Two(2)	As Needed
Regional Committees		
<input type="checkbox"/> Bonneville Metropolitan Planning Organization (BMPO)		
<input type="checkbox"/> Targhee Regional Public Transportation Association (TRPTA)		

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²Four (4) members shall have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation-related disciplines.

³All members shall be a person with a disability or have a demonstrated interest, competence or knowledge of disabilities.

⁴One (1) member shall be a Bonneville County resident residing within the area of city impact.

Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee.

Any Information supplied may be subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350

CHAPTER 15 SHADE TREE COMMITTEE

SECTION:

2-15-1:	Establishment
2-15-2:	Purpose
2-15-3:	Duties
2-15-4:	Organization
2-15-5:	Term of Office
2-15-6:	Removal
2-15-7:	Vacancy
2-15-8:	Attendance
2-15-9:	Open Meetings
2-15-10:	Minutes
2-15-11:	No Compensation
2-15-12:	Indebtedness

2-15-1 ESTABLISHMENT OF A SHADE TREE COMMITTEE: The Shade Tree Advisory Committee ("Committee") is hereby established. The Mayor, with the consent of the Council, shall appoint of seven (7) at-large members who reside within the City to serve on the Committee. One (1) employee from Idaho Falls Power Department and one (1) employee from the Community Development Services Department shall be designated by their respective Department Directors as non-voting, ex-officio Committee member.

2-15-2 PURPOSE: The Committee shall advise the Director of the Parks and Recreation Department on how to preserve, protect, and manage the community forest.

2-15-3 DUTIES: The Committee shall provide advice to the Director of Parks and Recreation and City Forester as to the preservation, protection, and management of the community forest. The Committee shall have the following duties and responsibilities:

- (A) At the request of the City Forester, encourage to the City Forester ways for landscaping installation and maintenance on private property by providing information on the value of landscaping and the proper planting and care of trees and other vegetation;
- (B) Recommend policies and procedures to identify, mark, publicize, and preserve historic and notable trees on both public and private property;
- (C) Assist the City Forester in promoting appreciation of trees and the City Forest through annual Arbor Day observances and other activities;
- (D) At the direction of the City Forester, encourage improvement of the community forest through planning and policy development;

- (E) At the direction of the City Forester, enhance opportunities for obtaining monetary funds for tree purchases, related supplies and community forestry activities through local and federal assistantship grants and donations.

2-15-4 ORGANIZATION: The Committee shall elect from its membership a Chair, Vice-Chair, secretary, and other such officers as necessary. The Committee shall hold meetings as regularly as needed. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

2-15-5 TERM OF OFFICE: All Committee members, except for at-large members, shall serve as long as they continue in the offices or capacities designated in this Chapter. Every at-large Committee member shall be appointed to serve a term of three (3) years. Terms of no more than three (3) members shall expire in any calendar year. Committee members may be reappointed.

2-15-6 REMOVAL: A voting Committee member may be removed from the Committee by the Mayor and at the Chair's request, following either two (2) consecutive meeting absences unexcused by the Chair, or two (2) meeting absences in any calendar year, or at any time by the majority vote of the Council.

2-15-7: VACANCY: The Mayor, with the consent of the Council, shall appoint a person that meets the qualifications of this Chapter to fill the unexpired term of any member of the Committee in the event of a vacancy.

2-15-8: ATTENDANCE: A majority of Committee members present at a meeting shall constitute a quorum for purposes of conducting the business of the Committee.

2-15-9: OPEN MEETINGS: All meetings of the Committee shall be open to the public and shall follow the requirements of the Idaho Open Meeting law.

2-15-10: MINUTES: The Committee shall keep minutes of its proceedings, including the vote of each voting member on every presented issue. The meeting minutes and other records of the Committee shall be open to the public.

2-15-11: NO COMPENSATION: Committee members shall receive no compensation for their service on the Committee; however, expenses for equipment and supplies necessary for the Committee to conduct its business shall be allowed by the Council.

2-15-12: INDEBTEDNESS: Nothing herein shall convey or otherwise delegate authority to the Committee to incur any obligation or indebtedness of the City, without the express authorization of the Council.

CHAPTER 6

GOLF ADVISORY BOARD

SECTION:

2-6-1:	Establishment
2-6-2:	Purpose
2-6-3:	Duties
2-6-4:	Organization
2-6-5:	Term of Office
2-6-6:	Removal
2-6-7:	Vacancy
2-6-8:	Attendance
2-6-9:	Open Meetings
2-6-10:	Minutes
2-6-11:	No Compensation
2-6-12:	Indebtedness

2-6-1: **ESTABLISHMENT:** The Golf Advisory Board of Idaho Falls (“Board”) is hereby established. The Mayor, with the consent of the Council, shall appoint thirteen (13) members to the Board, as set forth below:

- (A) The president of the Idaho Falls Men's Golf Association.
- (B) The president of the Idaho Falls Women's Golf Association.
- (C) The president of the Senior Golf Association.
- (D) The president of the Junior Golf Association.
- (E) The president of the Working Women's League.
- (F) Six (6) at-large members, appointed without regard to their affiliation with any group or organization.
- (G) A member of the Council, to serve ex-officio and without a vote.

2-6-2: **PURPOSE:** The Board acts in an advisory capacity to the Director of Parks and Recreation in matters related to municipal golf courses and programs.

2-6-3: **DUTIES:** The Board shall make recommendations to the Mayor and Council concerning the operation, maintenance, and conduct of the City golf courses. It also shall study existing City golf facilities and make recommendations concerning the advisability and feasibility of acquiring additional golf courses or facilities or of expanding or renovating existing facilities.

2-6-4: ORGANIZATION: During the last meeting of each calendar year, the Board shall elect, by a majority vote, persons from its membership to serve as Chair and other necessary officers, who shall serve until replaced or re-elected pursuant to this Chapter.

2-6-5: TERM OF OFFICE: All Committee members, except for at-large members, shall serve as long as they continue to serve in the offices or capacities designated in this Chapter. All at-large members shall serve terms of three (3) years, except that the terms of the initial Board members may be less than three (3) years as necessary to provide for staggered terms of office. The terms of no more than two (2) at-large members shall expire in any calendar year. Terms of at-large members shall expire on December 31 of the third year of their appointment. All other appointed, voting Board members shall serve indefinite terms at the will and pleasure of the Mayor and Council. Board members may be reappointed.

2-6-6: REMOVAL: A voting Board member may be removed from the Board by the Mayor and at the Chair's request, following either two (2) consecutive meeting absences unexcused by the Chair, or two (2) meeting absences in any calendar year, or at any time by the majority vote of the Council.

2-6-7: VACANCY: The Mayor, with the consent of the Council, shall appoint a qualified person to fill the unexpired term of any Board member in the event of a vacancy or in the event any member ceases to be qualified.

2-6-8: ATTENDANCE: A majority of voting Board members present at a meeting shall constitute a quorum for purposes of conducting the business of the Board. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present.

2-6-9: OPEN MEETINGS: All meetings of the Board shall be open to the public and shall follow the requirements of the Idaho Open Meeting law.

2-6-10 MINUTES: The Board shall keep minutes of its proceedings, including the vote of each voting member on every presented issue. The meeting minutes and other records of the Board shall be open to the public.

2-6-11 NO COMPENSATION: Board members shall receive no compensation for their service on the Board; however, expenses for equipment and supplies necessary for the Board to conduct its business shall be allowed by the Council.

2-6-12 INDEBTEDNESS: Nothing herein conveys or otherwise delegates authority to the Board to incur any liability, obligation, or indebtedness on behalf of the City without the express, written authorization of the Council.

CHAPTER 5

PARKS AND RECREATION COMMISSION

SECTION:

2-5-1:	Establishment
2-5-2:	Purpose
2-5-3:	Duties
2-5-4:	Organization
2-5-5:	Term of Office
2-5-6:	Removal
2-5-7:	Vacancy
2-5-8:	Attendance
2-5-9:	Open Meetings
2-5-10:	Minutes
2-5-11:	No Compensation
2-5-12:	Indebtedness

2-5-1: **ESTABLISHMENT:** The Parks and Recreation Advisory Commission (“Commission”) is hereby established. The Mayor, with the consent of the Council, shall appoint nine (9) members to the Commission, including:

- (A) One (1) member or a designee of Idaho Falls School District No. 91 Board of School Trustees;
- (B) One (1) member or a designee of Bonneville Joint School District No. 93 Board of School Trustees;
- (C) One (1) member or a designee of the Bonneville Board of County Commissioners; and
- (D) One (1) current member of the War Bonnet Roundup Rodeo Advisory Committee;
- (E) One (1) current member of the Golf Advisory Board;
- (F) One (1) current member of the Shade Tree Committee;
- (G) The remaining three (3) positions are to be filled by at-large members not affiliated with either a Board of School Trustees or the Board of Bonneville County Commissioners.

2-5-2: **PURPOSE:** The Commission shall advise the Director of Parks and Recreation regarding development and support of a comprehensive, balanced plan of City-wide recreation consistent with City policy and available funds.

2-5-3: DUTIES: The Committee shall study the physical condition, maintenance, operation, and use of public playgrounds, parks, and recreational facilities of the City, and shall make recommendations to the Director of Parks and Recreation concerning their improvement and efficient use.

2-5-4: ORGANIZATION: The Commission shall annually elect a Chair and other necessary officers from its membership, who shall serve until replaced or re-elected pursuant to this Subsection.

2-5-5: TERM OF OFFICE: Commission members appointed from the Board of School Trustees and Board of County Commissioners shall be permanent members. At-large members shall serve terms of three (3) years. The terms of no more than three (3) at-large members shall expire in any one year. Terms of at-large members shall expire on December 31 of the third year following their appointment. Committee members may be reappointed.

2-5-6: REMOVAL: A Commission member may be removed from the Commission by the Mayor and at the Chair's request, following two (2) meeting absences in a single year unexcused by the Chair or at any time by the majority vote of the Council.

2-5-7: VACANCY: The Mayor, with the consent of the Council, shall appoint a qualified person to fill the unexpired term of any at-large Commission member in the event of a vacancy.

2-5-8: ATTENDANCE: A majority of voting Commission members present at a meeting shall constitute a quorum for purposes of conducting the business of the Commission. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present.

2-5-9: OPEN MEETINGS: All meetings of the Commission shall be open to the public and shall follow the requirements of the Idaho Open Meeting law.

2-5-10: MINUTES: The Commission shall keep minutes of its proceedings, including the vote of each voting member on every presented issue. The meeting minutes and other records of the Commission shall be open to the public.

2-5-11: NO COMPENSATION: Commission members shall receive no compensation for their service on the Commission; however, expenses for equipment and supplies necessary for the Commission to conduct its business shall be allowed by the Council.

2-5-12: INDEBTEDNESS: Nothing herein conveys or otherwise delegates authority to the Commission to incur any liability, obligation, or indebtedness on behalf of the City without the express, written authorization of the Council.

Memorandum

File #: 21-267

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Monday, October 4, 2021
DEPARTMENT: Idaho Falls Power

Subject

Idaho Falls Power Board Meeting Minutes - September 2021

Council Action Desired

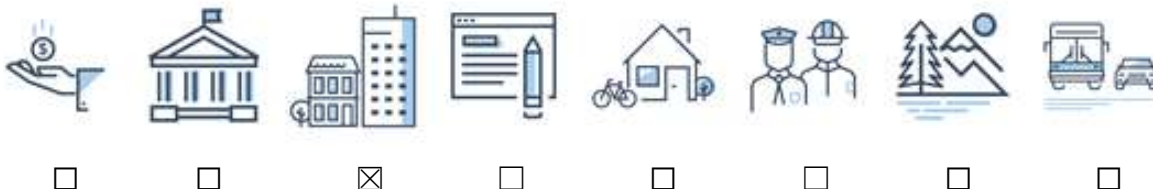
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve Idaho Falls Power Board Meeting Minutes from Sept. 23, 2021, (or take other action deemed appropriate).

Description, Background Information & Purpose

The Idaho Open Meeting Law requires that the governing body of a public agency must provide for the taking of written minutes of all of its meetings.

Alignment with City & Department Planning Objectives



This action is in accordance with Idaho Code § 74-205(1) and supports our readiness for good governance by demonstrating sound fiscal management and enabling trust and transparency.

Interdepartmental Coordination

n/a

Fiscal Impact

n/a

Legal Review

n/a

September 23, 2021 - Unapproved

The Idaho Falls Power Board of the City of Idaho Falls met Thursday, Sept. 23, 2021, at the Idaho Falls Power Energy Center, 140 S. Capital, Idaho Falls, Idaho at 7:00 a.m.

Call to Order, Roll Call, and Announcements:

There were present:

Mayor Rebecca L. Noah Casper

Board Member Thomas Hally

Board Member Jim Francis

Board Member Jim Freeman

Board Member Lisa Burtenshaw

Board Member John Radford (left at 8:15 a.m.)

Absent:

Board Member Michelle Ziel-Dingman

Also present:

Bear Prairie, Idaho Falls Power (IFP) General Manager

Stephen Boorman, IFP Assistant General Manager

Randy Fife, City Attorney

Mark Hagedorn, Controller

Jace Yancy, Operations Technology Manager

Joelyn Hansen, Lead Customer Service Representative

Linda Lundquist, IFP Board Secretary

Mayor Casper called the meeting to order at 7:03 a.m. and made some brief announcements that included a story about how Hurricane Ida caused many issues for cities, especially power related. She mentioned the infrastructure and reconciliation bills in the U.S. Senate and Congress, and noted that if passed, could mean more financial support for the Carbon Free Power Project (CFPP).

Board Member Updates and Announcements

Board Member Radford gave a summary about his recent Policy Makers Council meeting and reiterated some points made by Mayor Casper and offered more highlights from the two bills. Board Member Francis asked if hydropower is considered clean energy and General Manager (GM) Prairie replied yes and added that the American Public Power Association (APPA) and every utility is talking about how to achieve a clean energy portfolio. He cautioned that when the nation pushes past 70% of non-remitting resources, that energy will likely become unaffordable and may prove unreliable with the current technology we have today. He said that Germany's failed aggressive energy program resulted in quadrupled energy costs and a crippled economy. GM Prairie add that an aggressive energy policy may increase rates by 10% every year for a few years. Mayor Casper added that in the case of Germany, coal becomes an affordable alternative. GM Prairie said that over the summer, California called for an emergency executive order which allowed for less clean alternatives in lieu of rolling blackouts. Board Member Freeman noted that he hasn't heard much talk about transmission within the infrastructure bill. GM Prairie said that bill offers higher rates of return for multi-state large projects.

GM Prairie gave some announcements for upcoming events and meetings, which include a ribbon cutting ceremony commemorating the Sugarmill to Paine 161 kV line and Paine substation. He noted that due to delays in receiving materials, the event may get pushed to the spring. Mayor Casper commented that the fish hatchery tour would benefit the entire Board and Board Member Radford agreed and added that inviting

legislators would also be beneficial. GM Prairie also agreed and said it could add some context around the Bonneville Power Association (BPA) issue. Board Member Francis asked if the hatchery deals with strictly salmon and asked where they are released and GM Prairie answered yes, and likely in Salmon and McCall. GM Prairie stated that there has to be enough attendance desire to go on the tour because it will be a “meeting” and must have and maintain a quorum. He continued to say that should there not be enough interest, a regular board meeting will take place instead and added that Ms. Lundquist will do a survey of interest later in the week.

Q3 Financial Report

Controller Hagedorn reviewed the financial statements from power and fiber. He stated that power is in great financial shape and noted that cash slightly decreased from last quarter, primarily due to power sales and the construction of capital assets. He continued to point out that receivables are near the same but noted that assets have increased. He said that the days-cash-on-hand is still well within board policy. GM Prairie commented that there have not been any withdrawals against the bonds yet. Mr. Hagedorn explained the liability, statement of changes, income statements and expense statements. Board Member Hally asked if residential, commercial, and industrial are combined on the statements and GM Prairie pointed out that IFP has a good balance of customers and not too much farm irrigation. Board Member Hally asked what the costs were for commercial customers and GM Prairie said that commercial and industrial customers pay \$3.90 per megawatt hour (MWh) plus demand charges and residential customers pay \$6.20/MWh. Mayor Casper asked what the difference was between commercial and industrial customers, and GM Prairie said that generally industrial customers own and maintain their transformers. Board Member Hally asked what category the bitcoin customers are in, and GM Prairie said commercial. Mayor Casper asked about power purchases and GM Prairie said that power purchases for Horse Butte come through Utah Associated Municipal Power Systems (UAMPS) and operates at about \$82/MWh depending on amount of wind production. He pointed out that the higher cost is due to original construction cost overruns and noted that the next phase should come in closer to \$35/MWh and added that he’s been encouraging UAMPS to take firm construction bids on this next phase. Board Member Radford asked to see a year-over-year comparison and Mr. Hagedorn displayed a comparison slide and then showed the expenses and payment in lieu of taxes (PILOT). Board Member Burtenshaw asked for clarification on PILOT and GM Prairie explained that IFP pays 6.5% into the city’s general fund in lieu of paying property taxes. Board Member Francis asked if Parks and Recreation (P&R) pays their lighting costs and Mr. Hagedorn said yes. GM Prairie explained that anything that lights up a roadway is considered street lighting and paid by streets. He continued to give examples of private lighting like in parking lots and security lighting. He pointed out that those customers pay \$20 per month, per light, including P&R, but noted that IFP maintains the lights. He explained that there is a separate fund for energy efficiency that receives money from the BPA energy efficiency program for loans and rebates. Board Member Francis asked why work orders account for more in quarter three than in the year-to-date (YTD) and Board Member Hally asked when they get capitalized. Mr. Hagedorn said it could be just the timing of income statements and the transfer of assets and noted that the city has contracted a consultant to make the process more efficient. He continued to explain that income is up slightly over last year and pointed out that the quarter is up over the previous year’s quarter, due to an extra pay period in the quarter as well as more hours worked relative to capital projects. GM Prairie added that as traffic congestion has increased in the city, he’s authorized overtime pay for crews to stay and finish a job as opposed to returning to the same job the next day for only a little more work to complete and reiterated that the figures reflect the current massive capital expansion phase the utility is in. Board Member Hally asked if the expenses will trend down due to the Sugarmill to Paine winding down and GM Prairie said it should as there is \$20 million to start drawing from. He added that the utility is on target to build more in a five-year period than was built in the last 30 years. Mr. Hagedorn explained the cash on hand statements for fiber and pointed out that it’s related to power loaning fiber money for the fiber to home project. GM Prairie added

that fiber will have to pay the current interest rates. Mr. Hagedorn said the assets are growing and GM Prairie explained the pole attachment agreements and added that in the next fiscal year the utility will be repairing/replacing poles to also accommodate fiber.

GM Prairie talked about the power markets and explained how figures are representative of drought conditions and increased power market rates. He said that extended and extreme temperatures brought expensive heavy load power and noted there was more load in Idaho Falls than he's ever seen, with an increase of about 15% across the region. He said the day-ahead is about triple in cost and suggested that the utility likely needs to put more dollars into the rate stabilization fund to capture the volatility and risk exposure in the current energy markets. He continued to say that there hasn't been a rate increase in four years and added that the utility has been giving about \$1.7 million back per year in the power cost adjustment (PCA). GM Prairie noted there was a huge spread between the loads for most of the day compared to the evening peaks. Board Member Burtenshaw said she noticed the river was running higher in July and August and GM Prairie agreed and said that helped the utility for the fourth quarter. He continued to point out that the total average cost is still competitive at about \$38MWh. He said that while retail sales are up, there's still a need to go to the market. There was a discussion on the river level and winter weather. GM Prairie explained that the heavy load hour position moved a lot this quarter and pointed out that he made sure to get the load forecast caught up with the load growth with BPA. He explained that the utility has taken the full tier one from BPA and will be about \$350 million higher than in the past, but still averaging about \$36MWh for BPA energy. GM Prairie pointed out that the mid-Columbia prices are driven by the natural gas prices in the Northwest which went from \$55 to \$106MWh for this winter. He added that winter prices have doubled and emphasized the need for peaking capacity. GM Prairie continued to say that there are no hedges on the books right now because of rapidly changing prices, higher peaks and higher average loads. Board Member Burtenshaw asked if Texas charged differently for peak usage and GM Prairie explained the state's retail market structure, which offers multiple vendors and pricing. He reviewed the river flow charts and reiterated how bad this water year was. There was a discussion on snowmelt and the extended weather outlook.

Consulting and Work Order Process

Assistant General Manager (AGM) Boorman explained how IFP uses work orders as a tool to track costs and discovered through the consultant process, that other city departments use them differently. GM Prairie added that it's good to see where the needs are and what direction the department and city needs to go. Mayor Casper pointed out there was a lack of technology years ago in municipal services and Board Member Francis asked if the auditor was an issue and AGM Boorman said yes. Board Member Freeman asked what departments are going to pay for the consulting, etc. GM Prairie said that IFP is paying as the utility needs to understand their own needs and implored those decisions need to be made collectively for the city's overall benefit and noted that he'd found good synergy from the meetings with a positive exchange of information. He announced there will be another consultant meeting held in mid-October and Mayor Casper forewarned the Board/Council to be prepared to consider a proposal for new software, or enhancements to existing software, etc.

New Large Load Service/Rate Request

GM Prairie announced the potential for two new commercial customers, which combined would have a use for up to six megawatts of power. He explained the new, large load rate process and reminded the Board they passed a resolution which determines commercial rate eligibility for Biologic's and this practice and large load rate protects the utility against large entities that consume a lot of power without giving back to the larger community. Board Member Francis asked if the utility runs the risk of discrimination and GM Prairie said the resolution was designed to protect against that and also provides for a good exchange.

Generation Resource Development – CFPP and Peaking Plant

GM Prairie showed a map of the small modular reactor (SMR) site and pointed out the new roads being built. He said that Rizzo is the contractor doing site work there, such as the core drills. He explained how UAMPS got a revolving credit loan for \$35 million and pointed out that its participation percentage is a utility liability as a participant but noted that he has been setting aside money in the budget as it's being spent. Mayor Casper said she feels good about setting aside money and wondered if other utilities are doing the same and asked if there is a risk that other subscriptions may fail in their obligations. GM Prairie said that UAMPS has no credit outside of the credit of the project members and that their creditor, Bank of America (BoFA) looks heavily at the top five biggest participants and if someone in the project goes bankrupt, BoFA would come to the other participants for payment. He said that NuScale and Fluor are contracted to work together to get the project built and noted that the newly hired UAMPS project manager has been very effective. He said that the subscriptions have very slightly increased and added that Doug Hunter at UAMPS expects to be mostly subscribed by year's end. GM Prairie advised the Board to read Europe's Energy article included in the packet and fears the U.S. may be shutting down reliable energy sources before replacement sources are in place.

GM Prairie said he is working to secure property for a peaking plant and noted that land prices are expensive but still believes the numbers are good even if the current federal legislation goes through that has a megawatt tax assessed to carbon emitting resources. He added that Idaho National Laboratory (INL) is excited to have a research facility to work on clean fuels like hydrogen. Mayor Casper asked where the land search is focused, and GM Prairie said it must interconnect to our grid and added that he is researching four to five properties and has been meeting with their owners. Board Member Burtenshaw asked if we can annex property and GM Prairie said that current available properties are not contiguous, but a few are close to the city boundary which makes them higher in value in his judgement for purchase over further out land. Board Member Freeman agreed that closer in property costs more money.

Fiber Network Update

Mr. Yancy reported that eight of eleven fiber huts are online and are providing service. He explained how he expects to add one more in the next fiscal year by showing its location on the map and describing the complicated wiring process involved in bringing a hut online. Board Member Freeman asked for clarification if 12,000 customers were the total passed by with available service and Mr. Yancey said that yes, the fiber expansion is about halfway to completion with 12,000 completed customers passed by and eligible for service. He continued to review the contractors involved with the buildout and pointed out their differing roles. GM Prairie said some on the Council have questioned as to why out-of-town and/or out-of-state contractors are being awarded fiber contracts and he said that the local contractors are sometimes not able to scale up their businesses to meet the utility's needs and noted that East Idaho is growing fast. He added that B. Jackson has opened an Idaho Falls office to meet construction demands and sees growth opportunities in East Idaho to expand his business to a local presence. Board Member Freeman asked if they use the torpedo method and GM Prairie said yes and added that the torpedo method is easier and less invasive and doesn't limit construction when the frost begins. He said they also use a lot of bore rigs, but it depends on the area. Mr. Yancey pointed out the B. Jackson has been good about scaling to our project needs. He continued to say that BlueLakes is behind in their phases and will have to pay liquidated damages and added that they've been receptive and responsive to our concerns, and noted they're just understaffed and struggle to find labor in such a tight labor market. Board Member Francis pointed out that the city can't give preference to Idaho companies but must take the lowest responsible bid. GM Prairie added that the utility has been working with legal services to tighten the contracts and make them more specific to the utility's needs. Mr. Yancey reviewed next year's expansion focus and added that the maps are currently being worked on. He said boring in the new areas likely won't begin until April 2022. He pointed out that

designing inhouse has been very successful with better drop installation practices and contract structure. He added that GM Prairie had great foresight to procure materials for the entire buildout ahead of schedule, as other entities are struggling with long material delays, rising material costs and costly shutdowns. GM Prairie explained how the city hasn't been able to secure federal grant money due to various reasons including the rural requirement and noted that entities who have been awarded, haven't been able to get materials. Ms. Hansen reviewed the take rates and said the utility is seeing better overhead numbers and seems to be gaining some traction. GM Prairie gave an example of how beneficial one gigabyte of upload speed can benefit customers working with big video files. Mayor Casper added that an infographic in the weekend newspaper might be a good idea and GM Prairie added that a spot has been secured in the January education edition of the Idaho Falls Magazine. Ms. Hansen said the take rates in the pilot are now over 50%, which exceeds the original 5-year model and GM Prairie added that the churn rate is almost nonexistent, as the only service loss is when someone moves, but pointed out that usually the new person that moves in takes our service. GM Prairie announced there will be a new provider coming on in October with very competitive rates. There was a discussion on providers and the ease and cost of switching providers. Ms. Hansen said that fiber marketing was originally left to the service providers but pointed out that the utility has hired a marketing company to help with taglines, marketing concepts, videos and print work. She passed around current marketing print work and showed the new fiber informational video. GM Prairie added that staff is continuing to advertise in public venues and added that he's working to secure a billboard in town for a year to help educate the community on hydropower, fiber optic, etc.

Utility Reports

Fiber - GM Prairie gave a summary of the Fiber Ordinance scheduled on tonight's Council agenda and noted the version for consideration is a cleaner version than the prior one from 2002 that has undergone minor adjustments along the way, which mostly pertained to dark fiber. Mr. Fife gave advise to the Board on how to proceed if there were going to be edits to the ordinance. GM Prairie stated that he wanted to add to the fiber marketing presentation that Red, Inc. Communications sends out text messages to new fiber customers to introduce them to the network to see how their service has been going. He added that while 95% of the responses are positive, he noted that it is a great tool to address issues that customers may have experienced.

Announcements

GM Prairie said there are articles included in the packet about the four lower Snake dams and extreme weather events. Mayor Casper stated that Rep. Simpson will be speaking at the Water Rights Coalition in November and noted that Appendix A in the 2020 IFP Annual report has good information.

There being no further business, the meeting adjourned at 11:13 a.m.

s/ Linda Lundquist

Linda Lundquist, BOARD SECRETARY

s/ Rebecca L. Noah Casper

Rebecca L. Noah Casper, MAYOR

File #: 21-277

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, October 6, 2021
DEPARTMENT: Public Works

Subject

Bid Award - Well 12 Rehabilitation

Council Action Desired

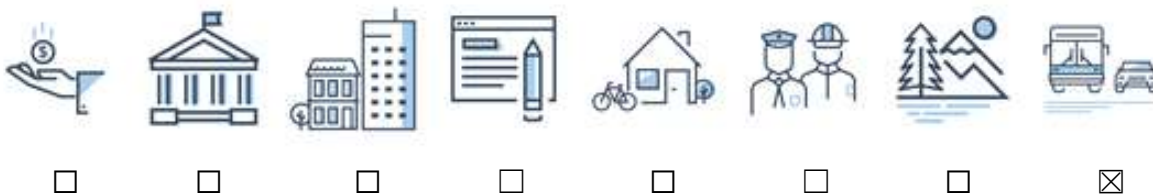
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the plans and specifications, award to the lowest responsive, responsible bidder, Ormond Builders, Inc., in an amount of \$549,561.00 and give authorization for the Mayor and City Clerk to execute the necessary documents or take other action deemed appropriate.

Description, Background Information & Purpose

On Tuesday, October 5, 2021, bids were received and opened for the Well 12 Rehabilitation project. A tabulation of bid results is attached. The purpose of the project is to rehabilitate the existing well house. Proposed work includes removal and replacement of the HVAC system, installation of new electrical equipment and pump motors.

Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable public infrastructure by rehabilitating the well house and various well components.

Interdepartmental Coordination

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

Fiscal Impact

The cost allocation for this project will come from the Water Fund. Sufficient funding and budget authority exist for completion of the project.

Legal Review

The Legal Department has reviewed the bid process and concurs that the Council action desired is within Idaho State Statute.

KELLER
ASSOCIATES

305 North 3rd Ave, Suite A
Pocatello, Idaho 83201
(208) 238-2146

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PROJECT NO.	PAGE	
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SHEET NO.		
G-001		

City of Idaho Falls

Engineering Department

Bid Tabulation

Project: Well 12 Rehabilitation
Submitted: Kent J. Fugall, P.E., PTOE

Number: 2-38-8-3-WTR-2018-33
Date: October 5, 2021

☒ AWARDED THIS BIDDER

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate Unit Price	Total Amount	Ormond Builders, Inc. Unit Price	Total Amount	GSE Construction Company, Inc. Unit Price	Total Amount
SP-1	S0499	Well House Rehabilitation	1	LS	\$525,000.00	\$525,000.00	\$549,561.00	\$549,561.00	\$639,400.00	\$639,400.00
		SPECIAL PROVISIONS								
		TOTAL				\$525,000.00	\$549,561.00	\$549,561.00	\$639,400.00	\$639,400.00

Memorandum

File #: 21-282

City Council Meeting

FROM: Kathy Hampton, City Clerk
DATE: Thursday, October 7, 2021
DEPARTMENT: Municipal Services

Subject

Minutes from Council Meetings

Council Action Desired

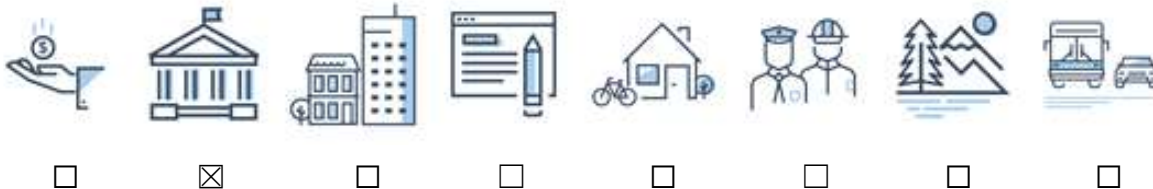
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

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

Description, Background Information & Purpose

September 20, 2021 City Council Work Session and September 23, 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 20, 2021 Work Session - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Monday, September 20, 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 (via telephone/WebEx)
Councilor Thomas Hally
Councilor Jim Freeman
Councilor Jim Francis
Councilor Lisa Burtenshaw

Absent:

Councilor John Radford

Also present:

Pamela Alexander, Municipal Services Director
Eric Day, Division Fire Chief
Jon Perry, Deputy Fire Chief
Bill Squires, Police Captain
Michael Kirkham, Assistant City Attorney
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Acceptance and/or Receipt of Minutes:

It was moved by Councilor Francis, seconded by Councilor Freeman, that Council receive the recommendations from the Planning and Zoning Commission meeting of September 7, 2021 pursuant to the Local Land Use Planning Act (LLUPA). Roll call as follows: Aye – Councilors Burtenshaw, Hally, Dingman, Freeman, Francis. Nay – none. Motion carried.

Liaison Reports and Councilmember Concerns:

Council President Dingman had no items to report.

Councilor Hally noted, following a recent trip, all individuals in Hawaii must be masked and show proof of vaccination if dining indoors. He also noted one (1) in every five (5) cases of Coronavirus (COVID-19) is children.

Councilor Burtenshaw had no items to report.

Councilor Freeman had no items to report.

Councilor Francis stated the zoo will be open on weekends beginning in October until the snow flies, the irrigation system has been completed on the front nine (9) holes of Pinecrest Golf Course, the back nine (9) holes will begin soon, and the splash pad is open with a grand opening expected for spring 2022. Councilor Burtenshaw added heavy equipment has been working at Heritage Park. Councilor Francis also stated discussion is occurring with Captain Squires and Mr. Fife regarding business licensing for consistency. He believes this will assist with enforcement. Councilor Freeman noted the daycare ordinance will be used as a template.

Calendars, Announcements, Reports, and Updates:

September 23, Idaho Falls Power Board Meeting and City Council Meeting
October 2, Policeman's Ball

September 20, 2021 Work Session - Unapproved

October 11, Columbus Day, city offices closed
October 12, City Council Work Session
October 14, City Council Meeting
October 25, City Council Work Session
October 28, Idaho Falls Power Board Meeting and City Council Meeting
October 29, Monster's Ball
November 8, City Council Work Session
November 10, City Council Meeting
November 15, Association of Idaho Cities (AIC) Fall Academy
November 22, City Council Work Session
November 23, City Council Meeting
November 24-25, Thanksgiving

Mayor Casper stated due to recent events discussion is occurring regarding increasing employee workplace safety. She noted there are approximately 50 locations of city employees.

COVID-19 – Mayor Casper stated the State has gone into Crisis Standards of Care which will require an assessment of individuals' condition to determine the level of care for hospitalization. She briefly reviewed the number of patients in the surrounding hospitals. Per Councilor Hally, Division Chief Day stated overflow rooms at Eastern Idaho Regional Medical Center (EIRMC) have been converted to assist with Intensive Care Unit (ICU) patients. Mayor Casper believes unvaccinated individuals are mostly affected by COVID.

Discussion: Connecting Us, Sustaining Progress:

Mayor Casper stated the CUSP effort was brought about as a desire to try and identify items as a community that could attract employees. She noted workforce is currently a huge concern. She also noted the CUSP report included recommendations as well as a report from each committee. Mayor Casper stated Juan Alvarez, the CUSP committee chair and Idaho National Laboratory (INL) Deputy Laboratory Director, will begin meetings later in the year to roll out the report in the community. She believes the city should also focus on this effort. Mayor Casper stated she has created a CUSP Committee Report with a councilor assigned to each report. She proposed each councilor become an expert on these report(s) for presentation in the near future. Councilor Freeman suggested those councilmembers that are not currently up for re-election present first. Brief discussion followed regarding CUSP and a Strategic Plan.

Briefing: Acceptance of Opioid Settlement:

Mr. Fife stated the opioid settlement was a collaboration of a series of class action lawsuits. The solicitation was based upon losses that were expected in political jurisdictions. Mr. Fife stated at that time the city declined to join the litigation as the city does not have a county hospital and it was difficult to determine how the city could prove losses, although cities are impacted by the use of available prescription drugs. He also stated, in the meantime, other entities joined in the litigation as an effort to settle with the larger manufacturers. He indicated a settlement has been offered to the State of Idaho if the State decides to settle a case. He noted settling the case would prevent further activity of litigation. Mr. Fife stated the Attorney General's Office has assigned a percentage amount to various entities within the State if they chose to opt into the settlement. He noted if certain parties believe they have a better chance of a better amount they could opt out. He believes it would be difficult for the city to quantify the amount. Therefore, the city would need to decide if the city agrees to the amount and how the money would be spent. Mr. Fife stated the monies would be applied to General Fund and the council would need to decide where the money could be spent, including specific activities related to opioid abuse. Mayor Casper stated, per a letter

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received, the Attorney General is asking the city to join in participation. Director Alexander stated the amount would be \$699,000, and the deadline is January 2, 2022. Mayor Casper realizes going alone may not be a viable option as the city would need to justify its settlement and there is a risk to not get anything. Per Councilor Freeman, Director Alexander stated she is unsure of the amount over the specific timeframe. Also per Councilor Freeman, Captain Squires stated in addition to Narcan (being included in the budget) additional costs for the Idaho Falls Police Department (IFPD) include the amount of labor for investigations, including deaths, and training. Per Mayor Casper, Division Chief Day stated the Idaho Falls Fire Department (IFFD) responds to approximately 100 calls per year where Narcan is administered. He also stated it costs approximately \$77,000-90,000 per year for the IFFD to respond to overdose calls. He believes the IFFD could justify pursuing the money to recoup the costs for EMS response, not including other training or community factors. Councilor Burtenshaw expressed her concern that future litigation could not occur if the city participates in the settlement. Per Council President Dingman, Mr. Fife stated there are risks on both sides. He recommended not to individually litigate as there is not a strong link to drug use and the drug being provided by a licensed medical practitioner. He believes this could be difficult and is complicated, he believes getting something is better than getting nothing as any indirect costs couldn't be made up. He also believes it would be unlikely that the city would be successful in its own litigation. Per Mayor Casper, Mr. Fife believes there are other cases that have not reached litigation at this time. Councilor Francis believes the city should take the money. He questioned if the IFPD and/or IFFD could be proactive with this money similar to the Drug Abuse Resistance Education (DARE) program. Captain Squires stated the IFPD has recently entered a first-time drug user offender treatment program and funding could be limited. He believes the settlement could assist with that funding. Councilor Hally believes the settlement could be better than individual litigation. He also believes allocation of the settlement should be discussed, it should not just be put in the General Fund. Per Mayor Casper, Mr. Kirkham stated he would give the same advice as Mr. Fife. Per Mayor Casper, Division Chief Day stated there would be no shortage of programs to use the money. Also per Mayor Casper, Captain Squires believes opioid use has increased although he does not believe the IFPD has plateaued. General comments followed regarding Narcan. Mayor Casper stated this item will be included on a future City Council Meeting agenda.

Update: Proposed Federal Emergency Temporary Standard under the Occupational Safety and Health Act (OSHA):

Mr. Kirkham stated on September 9 President Biden announced that employers with more than 100 federal employees develop a vaccine mandate program. He also stated the executive order directed OSHA to come up with a vaccination plan that employers would have to follow. He indicated the city must follow workplace safety rules set by the Idaho State Department of Industrial Commission, therefore, he believes the OSHA rules will not apply to the city, however, the notice has not yet been published. He also believes the order may apply to the larger employers in the city. Mr. Kirkham stated the executive order also refers to a task force that would implement the rules, noting this too has not yet been published. He indicated he is unsure if this order would apply to the city. He believes the city would not fall under the definition of federal contract employees. He indicated he would determine what rules would be imposed on employers once the order is published. Per Councilor Freeman, Mr. Kirkham stated the State Occupational Safety Provision rules are separate from OSHA. Councilor Francis believes discussion needs to occur regarding city employees versus other businesses that employ 100 employees. Mayor Casper noted data for employee vaccinations is not currently available. Mr. Kirkham stated there is no regulation to track the data at this time. Mr. Fife cautioned against specific employee health data. Councilor Burtenshaw stated she has no appetite for a city mandate although she expressed her appreciation for any update. Mayor Casper clarified the rules have not been published at this point, the city is just preparing for any future federal actions.

Councilor Burtenshaw requested to move the license appeal hearing to the next item on the agenda to accommodate the individual who is present.

License Appeal Hearing:

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Mayor Casper opened the hearing and ordered all items presented be included in the record. Captain Squires stated Ms. Smith applied for a Child Care Worker Certification (CCWC), however, Ms. Smith has a petit theft larceny conviction from December, 2016 on her background investigation. He noted this conviction is included in the lowest level of prohibitions in City Code which identifies a 5-year prohibition from the charge date. He also noted Ms. Smith would be eligible for the CCWC on December 14, 2021. Discussion followed regarding the charge date and the conviction date. Captain Squires believes the charge date would be in Ms. Smith's favor. Mr. Fife believes this date would apply to the finding of the guilt date. Captain Squires clarified that date would then be February 5, 2022. Ms. Smith stated this incident occurred in Oklahoma with some friends. She believes she was 'guilty by association' as she indicated her particular friend was being watched by law enforcement. Ms. Smith stated she performed community service, paid the fine, has since moved back to Idaho, and has not been in trouble in Idaho. She also stated she applied for the CCWC as she is trying to further her education. Per Councilor Freeman, Ms. Smith stated community service was court ordered, and she believes she paid her debt. She reiterated she no longer associates with those individuals. She indicated she has since become more involved with her religion. Per Councilor Burtenshaw, Ms. Smith confirmed this charge did not occur in her youth. Per Councilor Hally, Captain Squires stated the City Statute would apply regardless if the charges were considered withheld judgement. Ms. Smith believes the charges were to be expunged following the community service. Captain Squires read the City Code pertaining to the denial. Per Councilor Francis, Mr. Fife reiterated the applicant would need to re-apply for the license in February. Per Mayor Casper, Ms. Smith explained her reasoning for schooling and child development. Also per Mayor Casper, Ms. Smith believes the occurrence was a lesson learned for her standards and maturity. Per Councilor Burtenshaw, Captain Squires stated a license would be valid for five (5) years. Mayor Casper closed the hearing. Councilor Freeman believes Ms. Smith has paid her debt to society, he sees no reason to delay the license. Councilor Francis believes a lot of work occurred to adjust the ordinance. He believes the law should be enforced, even though that can be really hard. Councilor Burtenshaw agreed the license should have been denied, however, she agrees with the appeal process. Councilor Hally stated he appreciates the appeal process to look at circumstances, he believes the community service was important, he believes the religion is immaterial, and the charges are close to the deadline. Mr. Fife stated the appeal process does not mean the council can waive the requirements of any license that is established. He also stated the reason of the license procedure and requirements is to signal to the public and the applicant what the regulations are. He does not believe the ordinance allows a provision to waive the conditions that prohibit licensure or allows the waiver of the time period of a confirmed disqualifying event. He clarified the appeal procedure does not grant that waiver, the appeal procedure gives the council the opportunity to be made aware of any mistakes made in the process. He also stated the public has the expectation of the rules. Council President Dingman concurred with legal counsel. She believes the council wants to have the opportunity to approve an appeal and have the legal clarity to advise staff to approve a license. She does not see how the council can approve an appeal if staff applied the ordinance appropriately. Councilor Francis believes the application was completed correctly. Mr. Fife agreed. He stated the application was not the disqualification, the disqualification is stated in City Code. Discussion followed regarding applicants' knowing what is included in City Code, the application, City Code being more restrictive than the State, the fee for a background check, changing the ordinance, and timeframe for crimes. It was moved by Councilor Burtenshaw, seconded by Councilor Hally, to deny the appeal and refund all the fees that have been paid. Further discussion followed regarding the charged fees. It was then moved by Councilor Burtenshaw, seconded by Councilor Hally, to amend the motion to deny the license and refund the applicant \$70. Roll call as follows: Aye – Councilors Burtenshaw, Francis, Dingman, Hally. Nay – Councilor Freeman. Motion carried.

Discussion: City Property:

Director Alexander stated there are a variety of city facilities involving long-term agreements. She reviewed the property at 600 S. Boulevard as follows:

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- The city purchased the land and building in 1963 for \$22,000
- The city purchased the parking lot in 1974 for \$7,000
- An appraisal occurred on September 10
- 1982/1983 - leased to AA organization (Serenity Hall)
- December 2006 agreement, 30-day notice for termination
- \$250.00 per month lease
- The city is responsible for utilities, general property maintenance, repairs to building, equipment, and parking lot
- Since acquired, approximately \$92,000 in repairs and upgrades have occurred, including The Americans with Disabilities Act of 1990 (ADA) compliance upgrades for \$53,000 in 2013
- Ongoing maintenance budget inside the building upon request from tenant
- Ongoing maintenance budget outside the building (mow lawn, trim trees, inspect roof)

Director Alexander reviewed upgrades that have occurred to the facility. She indicated there is interest for a sublease agreement between the Senior Center and Serenity Hall for use of the Senior Center, which is also a city-owned building. She believes this is an elegant solution. She stated the lease terms for the Senior Center is \$275.00 per month for three (3) years with options to renew. She also stated the Senior Center agreement was signed in 1980 and expires in 2029. She reviewed the Senior Center costs, city responsibilities, and space available at the facility. Director Alexander noted these two (2) facilities are not used for city business. She also noted costs to renovate and/or update 600 S. Boulevard exceeds the available financial resources to maintain the building long-term. She stated the city could auction the property and deposit the proceeds to the city's building maintenance budget. Discussion followed regarding the monthly costs of both facilities, the utilities, and the city's responsibilities. Mayor Casper noted this sublease would provide some income for the Senior Center. She agreed the sublease is an elegant solution. Director Alexander stated the sublease would be presented to Council in the future for approval.

Discussion: Disposition of Health Insurance Savings:

Mayor Casper reminded the council that previous discussion occurred regarding the savings from moving from Blue Cross to Pacific Source for health benefits. Director Alexander reviewed the following summary from the August 23, 2021 Budget Discussion:

- Total estimated health insurance savings with Pacific Source
 - \$782,000 (year one)
 - \$16,000 (year two)
 - Capped at 7.9% increase
- Savings calculation is based on employee insurance mixture
- Provide one-time disbursement to employees
- Create employee Health Insurance Stabilization Fund
 - Use to offset costs of insurance increases AFTER year 2
 - Use to offset increased costs on other employee benefits
 - Use to establish a fund to maintain the HSA wellness benefit
 - Use to achieve the city/employee ratio of 85/15 (or other %)

Mr. Hagedorn reviewed one-time pre-tax disbursement as follows:

Payout	\$300	\$400	\$500	\$600	\$700	\$800	\$900	\$1,000
Wages & Benefits	\$366	\$488	\$610	\$732	\$854	\$976	\$1,098	\$1,220
Total Savings Allocation	\$188,856	\$251,808	\$314,760	\$377,712	\$440,664	\$503,616	\$566,568	\$629,520

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He stated the savings are not unilaterally all General Fund, each fund stays within the designated fund. A cash transfer would be required if the council chooses to use these savings in a different fund. Per Councilor Burtenshaw, Mr. Hagedorn stated this disbursement would include all benefit-eligible employees, and this does not include union employees. Per Councilor Freeman, Director Tew stated if the city moves to self-insured the medical inflation will continue to occur, and this money may be needed for self-insurance. Discussion followed regarding self-insurance. Mr. Hagedorn stated self-insurance is a program, similar to Workman's Compensation, it is not a savings tool and the only way to save money is to administer the program. Director Tew stated approximately \$5M has been set aside for potential cost increases for self-insurance. Mr. Hagedorn stated moving to self-insured should not occur if the claims are outpacing the insurance. He also stated any savings now will defray in year three. Councilor Burtenshaw expressed her concern for defraying costs as these costs will eventually catch up. She prefers some savings for self-insured. Councilor Freeman prefers employees receive some money back.

Mr. Hagedorn reviewed ongoing wage percentage increase as follows:

	1%	1.50%	2%	2.5%
Wages & Benefits	\$387,779	\$581,668	\$775,557	\$969,447

He stated the ongoing increase would offset some costs for the employees. Mayor Casper believes wages are increasing in all industries, there may be retention issues if the wages are not keeping pace, and an ongoing increase may put the city in a better workforce position going forward. Councilor Freeman believes employees would prefer the ongoing increase option for the long-term effects. Per Councilor Burtenshaw, Directors Alexander and Tew stated a market study is scheduled for next year. Brief discussion followed regarding a market study. Also per Councilor Burtenshaw, Director Alexander stated funding from one-time projects could be allocated to the ongoing increase for the second year. She also stated discussion would need to occur each year to offset ongoing costs with ongoing money. Mayor Casper noted there could also be savings by delaying any one-time or ongoing increase until January 1. Per Councilor Burtenshaw, Mr. Hagedorn and Director Tew stated a one-time increase as well as an ongoing increase is possible although those employees who received a higher percentage increase was mainly due to longevity. Per Councilor Freeman, Mr. Hagedorn reiterated the one-time or ongoing increase does not include union employees. He clarified this is not an insurance repayment, this is an insurance savings being allocated toward wages. Councilors Freeman and Francis prefer a 1.5% ongoing wage increase. Councilor Burtenshaw prefers a one-time disbursement before year end as she believes the one-time funding would assist with future projects. Mayor Casper noted the ongoing wage increase would assist with the market study. Director Alexander noted funds are not currently set aside for any market study increase. Director Tew believes employees would prefer an ongoing wage increase. Additional discussion followed including current council approval for an ongoing increase with effective date in January.

There being no further business, the meeting adjourned at 6:37 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor



City Council Meeting

Minutes - Draft

680 Park Avenue
Idaho Falls, ID 83402

Thursday, September 23, 2021

7:30 PM

City Council Chambers

1. Call to Order.

Present: Mayor Rebecca L Noah Casper, Councilor John Radford, Councilor Thomas Hally, Councilor Jim Freeman, Councilor Jim Francis, and Councilor Lisa Burtenshaw

Absent: Council President Michelle Ziel-Dingman

2. Pledge of Allegiance.

Mayor Casper requested Councilor Burtenshaw 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.

No one appeared.

4. Consent Agenda.

A. Municipal Services

- 1) Minutes from Council Meetings
September 7, 2021 City Council Work Session and September 9, 2021 City Council Meeting.
- 2) License Applications, all carrying the required approvals

Recommended Action:

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

5. Regular Agenda.

A. Municipal Services

- 1) Public Hearing to Auction City Property
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).

Mayor Casper opened the public hearing. Municipal Services Director Pamela Alexander appeared. She stated the building, approximately 4,017 square feet, was constructed in the 1950's for Fire Station 6. Mayor Casper requested any public comment. No one appeared. Mayor Casper closed the public hearing. Councilor Freeman stated this building was originally Fire Station 2. He noted he previously served out of this building as a former Idaho Falls Firefighter.

It was moved by Councilor Burtenshaw, seconded by Councilor Radford, to authorize the auction of city property located at 525 E. 8th Street and declare a minimum bid of \$181,000. The motion carried by the following vote: Aye - Councilors Radford, Francis, Burtenshaw, Hally, Freeman. Nay - none.

B. Police Department

1) Memorandum of Understanding between District 91 and IFPD 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.

IFPD Lieutenant John Marley appeared. He stated SROs are placed in the high schools, the junior high schools, and the elementary schools throughout the city. He also stated the School District will cover 50% of the cost of two (2) SROs and 70% of the cost for two (2) SROs. Councilor Francis stated, as a former school teacher, he has seen the SROs work really well. He believes this is a type of community policing as officers are having positive interaction with school staff and students.

It was moved by Councilor Francis, seconded by Councilor Freeman, that council approve the MOU between the Idaho Falls Police Department and School District #91. The motion carried by the following vote: Aye - Councilors Radford, Freeman, Burtenshaw, Francis, Hally. Nay - none.

2) Operation Underground Railroad Donation

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.

Lieutenant Marley stated the Operation Underground Railroad is an organization that helps with the protection of children in child trafficking, child sex trafficking, and child abuse. He believes the K9 will be a big benefit in serving warrants. He noted the server is needed for the amount of volume of cases and for the security of the cases in order to protect the victim(s). Councilor Francis stated acceptance of the grant will save \$10,000 per year for use of the current server.

It was moved by Councilor Francis, seconded by Councilor Freeman, that council accept the donation of a Forensic Recovery of Evidence Data Center Module from the Operation Underground Railroad in the amount of \$145,000 and give authorization to the mayor or her designees to sign the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Burtenshaw, Francis, Freeman, Radford. Nay - none.

C. Idaho Falls Power

1) Ordinance Amendment - Title 8, Chapter 13

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.

Idaho Falls Power (IFP) Assistant Director Stephen Boorman appeared. He believes the city began with the fiber business in the late 1990's. Councilor Radford stated the city is proud of the fiber progression. Per Councilor Radford, Assistant Director Boorman explained the dark fiber network versus the lit fiber network. Councilor Radford stated fiber allows the opportunity for residents to work from home. Councilor Francis explained changes to the ordinance that was amended following the agenda posting, including termination of any public utility service from damage that may occur from a customer. Per Councilor Burtenshaw, Assistant Director Boorman stated the utility services could be shut off due to non-payment, he indicated disconnection for fiber damage would be a judgment call per incident. He believes these incidents would be unusual. Per Mayor Casper, Mr. Fife stated the damage amount would be tied to the utility bill and if the bill is not paid there could be consideration to shut off all utilities or just the fiber utility. Councilor Hally believes the city would recover reasonable damages. Councilor Freeman stated he is comfortable with the ordinance, noting the ordinance states 'may be'. Councilor Francis continued explaining changes to the ordinance.

It was moved by Councilor Radford, seconded by Councilor Freeman, to rescind the current Title 8, Chapter 13 ordinance in its entirety and approve the revised hard copy Title 8, Chapter 13 ordinance

language 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 Burtenshaw, Hally, Radford, Freeman, Francis. Nay - none.

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

ORDINANCE NO. 3411

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.

2) IFP 21-38 Fiber Optic Cable Installation Services

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.

Assistant Director Boorman noted this is specialized work. He believes this contract will take the project to the remainder of the deployment.

It was moved by Councilor Radford, seconded by Councilor Freeman, to 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. The motion carried by the following vote: Aye - Councilors Burtenshaw, Francis, Freeman, Hally, Radford. Nay - none.

D. Public Works

1) State Local Agreement and Resolution with the Idaho 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.

Public Works Director Chris Fredericksen appeared. He expressed his appreciation to Legal staff for their assistance. He stated the overall project is anticipated to cost \$486,000 with the city match of just under \$36,000. Per Councilor Francis, Director Fredericksen stated the new signal radar detection system will serve better functions in the roadway. Councilor Freeman noted the similar light at 7th Street and Holmes will be replaced in the future.

It was moved by Councilor Freeman, seconded by Councilor Radford, to approve 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. The motion carried by the following vote: Aye - Councilors Francis, Freeman, Hally, Radford, Burtenshaw. Nay - none.

RESOLUTION 2021-27

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.

- 2) State Local Agreement and Resolution with the Idaho 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.

Director Fredericksen stated this project has been discussed for several years. He also stated the overall project is anticipated to cost \$4.1M with the city match of \$306,000. He noted the water line will also be replaced, which is non-participating work, and will be paid by the Water Division. Therefore, the overall cost to the city would amount to \$372,970. Director Fredericksen stated the lane configuration would be reconstructed as similar to the 17th and Hitt Road intersection. Per Councilor Burtenshaw, Director Fredericksen stated approval will allow the bid through ITD during fall, winter, and spring with construction for next summer. He anticipates this project will take the entire summer to complete. He noted one (1) corner at a time will be constructed in order to move all modes of transportation during the construction. Per Mayor Casper, Director Fredericksen stated all businesses will remain open. He noted discussions have and will continue to occur with those specific businesses. Councilor Radford noted the value of the ITD costs. Discussion followed regarding match amounts from other entities. Councilor Freeman believes this project has been discussed for decades. He noted this project will be completed once the 1st Street project is completed to assist with traffic.

It was moved by Councilor Freeman, seconded by Councilor Burtenshaw, to approve 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. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Radford, Freeman, Francis. Nay - none.

RESOLUTION 2021-28

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 17TH STREET AND S WOODRUFF.

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

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.

Director Fredericksen stated the overall project is anticipated to cost \$1.3M with the city match of just under \$100,000.

It was moved by Councilor Freeman, seconded by Councilor Radford, to approve 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. The motion carried by the following vote: Aye - Councilors Hally, Francis, Radford, Burtenshaw, Freeman. Nay - none.

RESOLUTION 2021-29

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.

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

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.

Director Fredericksen stated this project developed in 2008 with the Wastewater Treatment Plant (WWTP) to produce and utilize methane. He also stated a Request for Proposal (RFP) was submitted for this project. The proposed agreement is for the scope of work for the initial phases. Director Fredericksen stated the contract amount is just under \$145,000 for the first phase to evaluate how to move forward, and to firm up the actual cost for overall project. Mayor Casper noted the first phase is to be completed by February 2022. Director Fredericksen believes this will be a good project with possible assistant from IFP. Councilor Freeman believes this will make the city portfolio more green. Councilor Radford referred to the resolution regarding a non-carbon emitting footprint. He expressed his gratitude for moving forward with green solutions. Councilor Francis also referred to resolution for clean energy use.

It was moved by Councilor Freeman, seconded by Councilor Radford, to approve a Professional Services Agreement and authorization for Mayor and City Clerk to execute the document. The motion carried by the following vote: Aye - Councilors Freeman, Radford, Burtenshaw, Francis, Hally. Nay - none.

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

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.

Director Fredericksen believes these amendments are beneficial and are in the city's best interest for approval.

It was moved by Councilor Freeman, seconded by Councilor Burtenshaw, to approve the resolution and authorization for Mayor and City Clerk to sign the document. The motion carried by the following vote: Aye - Councilors Hally, Radford, Francis, Burtenshaw, Freeman. Nay - none.

RESOLUTION NO. 2021-30

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.

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

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.

Director Fredericksen believes this single document will be beneficial to consultants and staff. Per Mayor Casper, Director Fredericksen believes the most substantial change referred to potentially reducing the roadway section per the pavement analysis.

It was moved by Councilor Freeman, seconded by Councilor Radford, to approve the resolution and authorization for Mayor and City Clerk to sign the document. The motion carried by the following vote: Aye - Councilors Francis, Freeman, Hally, Radford. Burtenshaw. Nay - none.

RESOLUTION NO. 2021-31

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.

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

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.

No discussion occurred.

It was moved by Councilor Freeman, seconded by Councilor Radford, to approve the ordinance revision 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 Freeman, Francis, Hally, Radford, Burtenshaw. Nay - none.

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

ORDINANCE NO. 3412

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.

E. Community Development Services

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

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.

Community Development Services Director Brad Cramer appeared. He stated this agreement is similar to the previous years' agreement.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the Business Improvement District Management Agreement between Idaho Falls Downtown Development Corporation and the City of Idaho Falls. The motion carried by the following vote: Aye - Councilors Radford, Francis, Burtenshaw, Hally, Freeman. Nay - none.

- 2)** Parking Management Agreement between IF-1, LLC and the City 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.

Director Cramer stated this agreement is also similar to the previous years' agreement.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the Parking Management Agreement between IF-1, LLC and the City of Idaho Falls. The motion carried by the following vote: Aye - Councilors Radford, Freeman, Burtenshaw, Francis, Hally. Nay - none.

- 3)** 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.

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.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record. She requested applicant presentation.

Brice Sadler, appeared. Mr. Sadler stated the proposed property is currently surrounded by city property. He noted there are current easements on both ends of the property that connect to Woodruff Avenue, and there are two (2) accesses onto Woodruff Avenue. He also noted a third access will be from Hawthorne Street which will provide accessibility from all the major streets. Per Councilor Freeman, Mr. Sadler stated there is no current use on the property, and Woodruff Circle will be developed as there is currently a sewer line that runs through the property.

Mayor Casper requested staff presentation.

Director Cramer appeared. He presented the following:

Slide 1 - Property under consideration in current zoning

Director Cramer stated there is current residential zoning in the immediate vicinity. He described the current zoning.

Slide 2 - Comprehensive Plan Future Land Use Map

Director Cramer stated the requested R3A is consistent with the principles of the Comp Plan.

Slide 3 - Aerial photo of property under consideration

Slide 4 - Additional aerial photo of property under consideration

Director Cramer stated Woodruff Circle was platted in the early 1970's with a platted connection to Hawthorne Street as well. He noted some of the area is partially developed.

Slide 5 - Photos of property looking from the west

Director Cramer noted differences for this specific request versus other similar requests is due to the existing plat which connects to the existing neighborhood, R3A is a natural transition between commercial and a low-dense development, and the businesses do not have developed accesses from Woodruff Circle. Per Councilor Radford, Director Cramer stated an old Local Improvement District (LID) built a regional sewer system in this area, and water is close by. Per Councilor Francis, Director Cramer stated this was zoned commercial with the county.

Mayor Casper requested any public comment.

Eldon Halford, long-time city resident, appeared. Mr. Halford stated he has a business in close proximity to this property. He expressed his concern for the areas that adjoin this property as they are mobile homes. He questioned if the area will be developed for mobile homes as he believes this area

will be advantageous for mobile homes.

Mayor Casper closed the public hearing.

Councilor Radford believes there is a need for infill to build houses. He also believes this will be a nice area to develop. Councilor Freeman agreed.

It was moved by Councilor Radford, seconded by Councilor Francis, to 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. The motion carried by the following vote: Aye - Councilors Hally, Burtenshaw, Freeman, Francis, Radford. Nay - none.

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

ORDINANCE NO. 3413

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 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.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation as previously described and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Radford, Freeman, Francis. Nay - none.

- 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.

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.

It was moved by Councilor Radford to 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.

Councilor Francis stated he looks for the transition with the initial zoning. He believes this requested initial zoning will transition with a walkable livable development. He then seconded the motion. The motion carried by the following vote: Aye - Councilors Burtenshaw, Francis, Freeman, Hally, Radford. Nay - none.

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

ORDINANCE NO. 3414

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 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.

It was moved by Councilor Radford, seconded by Councilor Francis, to 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. The motion carried by the following vote: Aye - Councilors Francis, Freeman, Hally, Radford, Burtenshaw. Nay - none.

- 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.

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.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record. She requested applicant presentation.

Brice Sadler appeared. Mr. Sadler indicated the main reason for the rezone is that staff believed the R3A would be the best zoning due to adjacent R3A zoning. He also indicated he anticipates to put in some livable area or commercial as a mixed use. He noted sewer is currently in the area, water is close by, and power and fiber are located in the northwest corner of the property. He believes this is a great area for the R3A zone.

Mayor Casper requested staff presentation.

Director Cramer appeared. He presented the following:

Slide 2 - Comprehensive Plan Future Land Use Map

Director Cramer stated this area is shown as a higher-density area and the R3A is a higher-density zone.

Slide 1 - Property under consideration in current zoning

Director Cramer stated without the rezoning an isolated piece of RMH would remain and may or may not fit with the remaining land. He indicated the R3A zone would make Woodruff Circle consistent. Councilor Burtenshaw questioned if an access to Yellowstone Highway would be prohibited. Director Cramer believes an access may be too close, he noted any access would need to be 660' from the intersection. He noted there may be spacing on the southwest end which will be reviewed as plats and site plans are presented. Per Mayor Casper, Director Cramer stated as the property is redeveloped it must come into compliance with current standards and practices which will change some of the current accesses. He noted access cannot be denied, there must be access somewhere. Mayor Casper noted the R3A does not preclude mobile home development.

Mayor Casper requested public comment. No one appeared. Mayor Casper closed the public hearing.

There was no additional discussion.

It was moved by Councilor Radford, seconded by Councilor Francis, to 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 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 Burtenshaw, Hally, Radford, Freeman, Francis. Nay - none.

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

ORDINANCE NO. 3415

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 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.

It was moved by Councilor Radford, seconded by Councilor Francis, to 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. The motion carried by the following vote: Aye - Councilors Hally, Francis, Radford, Burtenshaw, Freeman. Nay - none.

6. Announcements.

Councilor Freeman expressed his frustration regarding Coronavirus (COVID-19) stating there are 44.6 active cases per 10,000 individuals. He believes this is one of the highest rates. He encouraged individuals to take COVID-19 serious and to get vaccinated. Mayor Casper noted the State is reporting numbers in the thousands for several days. She also noted being vaccinated is showing a benefit. Councilor Radford stated vaccination is the best approach, however, there are other available treatments. Councilor Burtenshaw noted the school district in Filer, Idaho has closed for 10 days due to the lack of substitute teachers. She also noted substitute teachers are currently in high demand. Mayor Casper announced Columbus Day on October 11, noting city offices will be closed, City Council Work Session on October 12, and City Council Meeting on October 14.

7. Adjournment.

There being no further business, the meeting adjourned at 8:58 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

Memorandum

File #: 21-283

City Council Meeting

FROM: Michael Kirkham, Assistant City Attorney
DATE: Tuesday, October 12, 2021
DEPARTMENT: City Attorney

Subject

Amendment to Idaho Falls City Code § 9-4-21 changing the term “Block Face” to “Block Parking.”

Council Action Desired

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

Approve the Ordinance amending Idaho Falls City Code § 9-4-21 to change the term “Block Face” to “Block Parking,” under a suspension of the rules requiring three complete and separate readings and direct 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 only, or reject the Ordinance).

Description, Background Information & Purpose

This ordinance revision would amend City Code § 9-4-21 to change the term “Block Face” to “Block Parking” in order to help better communicate the City’s downtown time limited parking restrictions along both sides of a downtown street bordered by intersections.

Alignment with City & Department Planning Objectives



This revised ordinance comports with PBB Community-Oriented results by providing a clearer description of the City's parking regulations

Interdepartmental Coordination

Community Development Services and the City Attorney's Office coordinated in this revision

Fiscal Impact

N/A

Legal Review

The City Attorney's Office prepare and approved this ordinance revision.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 9, CHAPTER 4, SECTION 21, CHANGING THE TERM “BLOCK FACE” TO “BLOCK PARKING”; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the Council previously adopted an ordinance to regulate parking along both sides of a downtown street on the same block, bordered by an intersection at each end, as “Block Face” parking; and

WHEREAS, the Council believes the term “Block Parking” better communicates to the public the nature of enforced parking regulations.

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

SECTION 1. Title 9, Chapter 4, Section 21, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

9-4-21: DOWNTOWN AREA STREET PARKING

A. For the purposes of this Chapter, the “Downtown Area” shall be defined as the area bounded on the west by Memorial Drive and Capital Avenue, on the south by Cliff Street, on the east by Yellowstone Avenue and on the north by and including D Street. The Downtown Area shall also include the both sides of the streets that form the borders of the Downtown Area.

1. Within the Downtown Area, any person who parks a vehicle in violation of any regulation as stated on any parking sign located within clear view of a restricted parking area shall be liable of a civil parking fine in an amount set from time to time by Resolution of the Council. The Council may set higher or graduated fines for repeated violations.

2. ~~Block Face~~ Parking.

a. Parking signs which display “~~Block-Face~~ Parking” information shall regulate parking as follows:

i. “~~Block Parking-Face~~” shall mean all parking spaces along both sides of a street on the same block, which block is bordered by an intersection at each end. Any parking regulation signage which includes the words “~~Block Face~~ Parking” shall apply to the entire length of the ~~bBlock_Face~~ on both sides.

- ii. A vehicle shall not remain parked in any parking space along a signed ~~Block Face~~ Parking area for a period that exceeds the posted and signed time limit of such ~~Block Face~~.
- iii. A vehicle parked ~~on~~ in a parking space along a signed Block Face ~~Parking area~~ shall not return to or occupy another parking space within five hundred (500') feet of where such vehicle was previously parked (within that ~~b~~ Block Face) less than twelve (12) hours immediately following the expiration of the time period for such parked vehicle.
- iv. A citation may be issued, as indicated by the ~~Block Face~~ Parking parking sign, if a vehicle remains parked or stopped on the same ~~Block Face~~ block beyond the designated time for parking, unless:
 - 1. The vehicle has moved five hundred (500') or more lineal feet, from where such vehicle was parked, as measured along the curb or edge line of the ~~Block Face~~ block; or
 - 2. the vehicle has vacated that ~~Block Face~~ block for not less that twelve (12) hours from when it was last parked on the ~~Block Face~~ block.

...

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

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

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

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

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

KATHY HAMPTON, CITY CLERK
(SEAL)

REBECCA L. NOAH CASPER, MAYOR

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO,
AMENDING TITLE 9, CHAPTER 4, SECTION 21, CHANGING THE TERM
"BLOCK FACE" TO "BLOCK PARKING"; PROVIDING SEVERABILITY,
CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING
EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK

File #: 21-259

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Monday, September 27, 2021
DEPARTMENT: Idaho Falls Power

Subject

PAC-IFP 161 kV JOOA Sugarmill to Paine

Council Action Desired

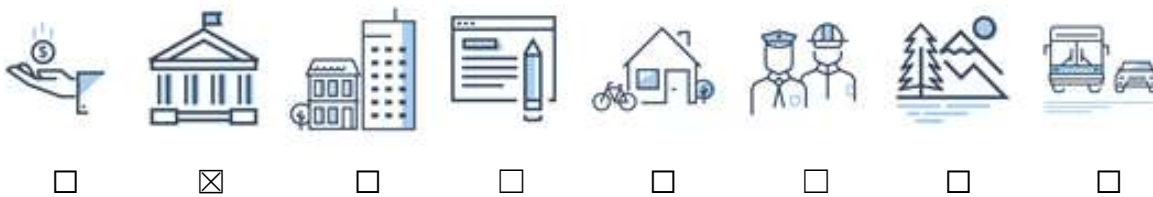
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve this Joint Ownership and Operation Agreement (JOOA) between Idaho Falls Power (IFP) and PacifiCorp, an Oregon corporation, for the 161 kV transmission line from Sugarmill to Paine and give authorization for the Mayor and City Clerk to execute the necessary documents, (or take other action deemed appropriate).

Description, Background Information & Purpose

IFP and PacifiCorp negotiated this agreement to clearly define operation and maintenance responsibilities for the jointly owned Sugarmill to Paine, 161 kv line.

Alignment with City & Department Planning Objectives



This action will support future load growth and add reliability to the IFP system. This action also supports the

growth element of the IFP Strategic Plan.

Interdepartmental Coordination

Legal Services helped draft the agreement.

Fiscal Impact

Maintenance and operation of the line is included in the FY2021/22 T&D Budget for IFP.

Legal Review

Legal Services has reviewed.

JOINT OWNERSHIP AND OPERATING AGREEMENT
BETWEEN
IDAHO FALLS POWER
AND
PACIFICORP

DATED SEPTEMBER XX, 2021

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EXHIBITS

Exhibit A	Ownership Interests
Exhibit B	General Area Map

JOINT OWNERSHIP AND OPERATING AGREEMENT

This Joint Ownership and Operating Agreement, dated as of, is between PacifiCorp, an Oregon corporation, ("PacifiCorp"), and City of Idaho Falls, Idaho, dba Idaho Falls Power, a municipal electric utility serving the corporate city limits of Idaho Falls, Idaho ("Idaho Falls Power"). Each of PacifiCorp and Idaho Falls Power are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS:

WHEREAS, PacifiCorp is a transmission provider which owns and operates certain existing facilities for the transmission of electric power and energy in interstate commerce (the "Transmission System");

WHEREAS, Idaho Falls Power; is a distribution provider, generator owner, and operator which owns and operates certain facilities for the generation, transmission, and distribution of electric power and energy located in and around the City of Idaho Falls, Idaho;

WHEREAS, the Parties entered into a Construction Agreement setting conditions for the construction of certain assets in the Idaho Falls, Idaho area that contemplated joint ownership and maintenance responsibilities to be agreed to in a Joint Ownership Operating and Maintenance Agreement;

WHEREAS, under the Construction Agreement, the Parties agreed to jointly designed, developed, constructed, own and operate a number of 161 kV transmission line segments and related and ancillary facilities for, among other purposes, the transmission and distribution of electric power and energy between the existing Sugarmill Substation and a new substation (the "Paine Substation") to be constructed (collectively, the "Project"), which consists of the components generally described in Exhibit A attached hereto;

WHEREAS, it is understood by the parties to this agreement that based upon ownership, electrical capacity of the shared transmission conductor circuit shall be 51% Idaho Falls Power and 49% PacifiCorp.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties undertake and agree as follows.

ARTICLE I **DEFINITIONS; RULES OF INTERPRETATION**

1.1 Definitions.

Unless the context otherwise requires, the following capitalized terms have the meanings given to them below:

"Affected Party" has the meaning given to such term in Section 10.1.

“Affiliate” means, with respect to a Person, each other Person that, directly or indirectly, controls, is controlled by or is under common control with, such designated Person; provided, however, that in the case of PacifiCorp, the term “Affiliate” does not include Berkshire Hathaway Inc. or any of its affiliates (other than PacifiCorp and any direct or indirect subsidiaries of PacifiCorp), and no provision of this Agreement shall apply to, be binding on, create any liability of, or otherwise restrict the activities of, Berkshire Hathaway Inc. or any of its affiliates (other than PacifiCorp and any direct or indirect subsidiaries of PacifiCorp). For the purposes of this definition, “control” (including with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean (a) the direct or indirect right to cast at least fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.

“AFUDC” means allowance for funds used during construction and has the meaning set forth in 18 CFR § 101, Electric Plant Instructions § 17 (2014), as amended from time-to-time.

“Agreement” means this Joint Ownership and Operating Agreement (including all Exhibits and Schedules attached hereto), as the same may be amended and supplemented from time to time in accordance with the terms hereof.

“Amendment” has the meaning given to such term in Section 18.3

“Approved Courts” has the meaning given to such term in Section 16.4.

“Balancing Authority Area” means the collection of generation, transmission and loads within the metered boundaries of each Owner determined in accordance with the Reliability Standards.

“Bankrupt” means, with respect to any Person, that such Person: (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it; (b) makes an assignment or any general arrangement for the benefit of creditors; (c) otherwise becomes insolvent (however evidenced); (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or (e) is generally unable to pay its debts as they fall due.

“BES” means, Bulk Electric System, which are NERC-defined assets falling under the NERC Reliability Standards regulations.

“Business Days” means any day except a Saturday, Sunday and any day which is a legal holiday or a day on which banking institutions in New York, New York are authorized or obligated by Governmental Requirements to close.

“Capital Upgrade Notice” has the meaning given to such term in Section 6.1(a).

“Claims” has the meaning given to such term in Section 13.1(a).

“Code” has the meaning given to such term in Section 15.2.

“Commercially Reasonable Efforts” means the level of effort that a reasonable electric utility would take in light of the then-known facts and circumstances to accomplish the required action at a then commercially reasonable cost (taking into account the benefits to be gained thereby).

“Continuing Owner” has the meaning given to such term in Section 7.3.

“Costs” means, with respect to the construction, reconstruction or upgrade of the Transmission Facilities by or on behalf of the Operator responsible for such Transmission Facilities pursuant to this Agreement, including capital upgrades and improvements thereto, such Operator’s actual cost of: (a) preliminary surveys and investigations and property acquisitions in connection therewith; and (b) the development, design, engineering, procurement, construction, reconstruction and upgrade of such Transmission Facilities,

“Damage Notice” has the meaning given to such term in Section 7.1(a).

“Damaged Facilities” has the meaning given to such term in Section 7.1(a).

“Decommissioning Notice” has the meaning given to such term in Section 8.3.

“Defaulting Party” has the meaning given to such term in Section 12.1.

“Delegate” has the meaning given to such term in Section 4.3.

“Dispute” has the meaning given to such term in Section 17.1.

“Dispute Notice” has the meaning given to such term in Section 17.2.

“Distribution Facilities” – means any power infrastructure such as conductor, crossarms, etc. wherein the voltage is 46 kV or less; ownership of Distribution Facilities is discussed in Section 18.

“Effective Date” has the meaning given to such term in Section 2.1.

“Energy Emergency” has the meaning set forth in the applicable version of NERC Reliability Standard EOP-002, which pertains to capacity and energy emergencies.

“Event of Default” has the meaning given to such term in Section 12.1.

“Execution Date” has the meaning given to such term in the preamble.

“Executive(s)” has the meaning given to such term in Section 17.3(a).

“FERC” means the Federal Energy Regulatory Commission.

“FERC Methodology” has the meaning given to such term in Section 4.7(b).

“FERC Uniform System of Accounts” means the Uniform System of Accounts Prescribed for Public Utilities and Licensees Subject to the Jurisdiction of the Federal Power Act prescribed by FERC and codified as of the Execution Date at 18 C.F.R. Part 101, as the same may be amended from time to time.

“Facilities Proposed for Retirement” means the Transmission Facilities that are the subject of a Decommissioning Notice.

“Force Majeure” has the meaning given to such term in Section 10.1.

“Good Utility Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the Public and Investor Owned electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4), 16 U.S.C. § 824o(a)(4)(2014).

“Governmental Authority” means any federal, state, local or municipal governmental body (including the City of Idaho Falls); any governmental, quasi-governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power, including FERC, NAESB, NERC or any regional reliability council; or any court or governmental tribunal, in each case, having jurisdiction over the Person or matter in question, including either Owner (including in its capacity as Operator) or any of its Affiliates or the ownership, use, operation and maintenance, repair and reconstruction, or retirement and decommissioning of all or a portion of the Transmission Facilities.

“Governmental Authorizations” means any license, permit, order, approval, filing, waiver, exemption, variance, clearance, entitlement, allowance, franchise, or other authorization from or by a Governmental Authority that is applicable to the Person or matter in question.

“Governmental Requirements” means all laws, statutes, ordinances, rules, regulations, resolutions, service policies, codes, and similar acts or promulgations or other legally enforceable requirements of any Governmental Authority that are applicable to the Person or matter in question.

“Impacted Party” means a Party whose Directional Capacity Allocation Percentage(s) or Directional Capacity Allocation(s) is reasonably expected to have a material adverse effect by the decision to be made.

“Indemnified Party” has the meaning given to such term in Section 14.1(a).

“Indemnifying Party” has the meaning given to such term in Section 14.1(a).

“Interconnection Owner” has the meaning given to such term in Section 5.3.

“Interrupting Owner” has the meaning given to such term in Section 10.1(c).

“Manager” has the meaning given to such term in Section 17.3(a).

“Monthly Transmission Facilities O&M Charge” means the actual O&M expenditures that the Operator has incurred for the month of the billing period.

“NAESB” means the North American Energy Standards Board.

“Negotiation End Date” has the meaning given to such term in Section 6.2.

“NERC” means the North American Electric Reliability Corporation.

“Non-Defaulting Party” means an Owner that is not a Defaulting Party.

“Non-Operating Owner” means the Owner which is not also serving as the Operator in such circumstance or context with respect to joint owned Transmission Facilities.

“Non-Proposing Owner” means the Party that receives a Capital Upgrade Notice from the Proposing Owner as such term is used in Section 6.1, or the Party that receives a Decommissioning Notice from the Proposing Owner as such term is used in Article VIII.

“OATT” means, PacifiCorp’s Open Access Transmission Tariff on file with FERC.

“Operating Owner” means the Owner which is also serving as the Operator in such circumstance or context with respect to such joint owned Transmission Facilities.

“Operator” means PacifiCorp as designated in Article IV under this Agreement.

“Other Costs” has the meaning given to such term in Section 4.7(a).

“Other Costs Records” has the meaning given to such term in Section 4.5.

“Owner” means PacifiCorp or Idaho Falls Power, in its respective percentage as an owner of Transmission Facilities under this Agreement.

“Ownership Interest” means in respect of an Owner and a Segment, the ownership interest (expressed as a percentage) of such Owner in such Segment as described in Section 3.1(a) and set forth on Exhibit A, as the same may be adjusted from time to time pursuant to Section 3.3(b).

“Party” and “Parties” have the meanings given to such terms in the preamble.

“Person” means an individual, partnership, corporation, limited liability company, joint venture, association, trust, unincorporated organization, Governmental Authority, or other form of entity.

“Points of Interconnection” means the points of interconnection between Idaho Falls Power’s Transmission System and PacifiCorp’s Transmission System.

“Pro Rata Share” or “Pro Rata Basis” means a proportionate allocation of a quantity between the Owners that is calculated by multiplying the quantity being allocated by each Owner’s Ownership Interest.

“Proposing Owner” means the Party that desires to make a capital upgrade or improvement to Transmission Facilities as such term is used in Section 6.1, or the Party that desires to retire and decommission Transmission Facilities as such term is used in Article VIII.

“Proprietary Information” has the meaning given to such term in Section 14.6.

“Qualified Owner” means an Owner that is registered as either a Transmission Operator, Transmission Owner or Load Serving Entity with NERC.

“Real Property Licenses” has the meaning given to such term in Section 3.8(a)(ii).

“Real Property Rights” has the meaning given to such term in Section 3.8(a)(ii).

“Regulations” has the meaning given to such term in Section 15.2.

“Reliability Standards” means the electric reliability standards approved by FERC pursuant to Federal Power Act Section 215, 16 U.S.C. §824o(d) (2014).

“Remaining Owner” has the meaning given to such term in Section 8.3.

“Representatives” means, in respect of an Owner or Operator, the directors, officers, shareholders, partners, members, employees, agents, consultants, contractors or other representatives of such Owner or Operator.

“Tax Indemnifying Party” has the meaning given to such term in Section 15.4.

“Tax Indemnitee Party” has the meaning given to such term in Section 15.4.

“Taxes” has the meaning given to such term in Section 15.3.

“Term” has the meaning given to such term in Section 2.2.

“Terminated Transmission Facilities” has the meaning given to such term in Section 2.3(a).

“Transfer” has the meaning given to such term in Section 17.1.

“Transferee” has the meaning given to such term in Section 14.1.

“Transferor” has the meaning given to such term in Section 14.1.

“Transmission Facilities” means all items identified on Exhibit A

“Transmission Facilities Sites” has the meaning given to such term in Section 3.8(a)(ii).

“WECC” means the Western Electricity Coordinating Council.

“WIS Agreement” has the meaning given to such term in Section 13.8(b).

1.2 Rules of Construction.

The following rules of interpretation shall apply in this Agreement:

- (a) The masculine shall include the feminine and neuter.
- (b) References to “Articles,” “Sections,” “Exhibits” and “Schedule” shall be to articles, sections, exhibits and schedules of this Agreement.
- (c) The Exhibits and Schedules attached hereto are incorporated in and are intended to be a part of this Agreement.
- (d) This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.
- (e) Each reference in this Agreement to any agreement or document or a portion or provision thereof shall be construed as a reference to the relevant agreement or document as amended, supplemented or otherwise modified from time to time with the written approval of both the Parties.
- (f) Each reference in this Agreement to Governmental Requirements and to terms defined in, and other provisions of, Governmental Requirements shall be references to the same (or a successor to the same) as amended, supplemented or otherwise modified from time to time.
- (g) The term “day” shall mean a calendar day, the term “month” shall mean a calendar month, and the term “year” shall mean a calendar year. Whenever an event is to be performed, a period commences or ends, or a payment is to be made on or by a particular date and the date in question falls on a day which is not a Business Day, the event shall be performed, or the payment shall be made, on the next succeeding Business Day; provided, however, that all calculations shall be made regardless of whether any given day is a Business Day and whether or not any given period ends on a Business Day.
- (h) Each reference in this Agreement to a Person includes its successors and permitted assigns; and each reference to a Governmental Authority includes any Governmental Authority succeeding to its functions and capacities.
- (i) In this Agreement, the words “include,” “includes” and “including” are to be construed as being at all times followed by the words “without limitation.”
- (j) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall, unless otherwise specified, refer to this Agreement as a whole and not to any particular provision of this Agreement.

ARTICLE II

TERM

2.1 Effectiveness of this Agreement.

This Agreement, including the Parties' rights and obligations hereunder, shall become effective, upon the later of (i) the date of this Agreement or (ii) the date established by FERC upon acceptance of the Agreement for filing ("Effective Date"), and shall continue in full force and effect until terminated in accordance with the provisions of this Agreement (the "Term").

2.2 Term

The term of this Agreement ("Term") shall commence upon the Effective Date and shall continue in full force and effect until terminated in accordance with the provisions hereof.

2.3 Termination.

(a) Subject to Section 2.4(a) and Section 2.4(b), this Agreement shall terminate solely with respect to certain Transmission Facilities (each, "Terminated Transmission Facilities"), and not otherwise with respect to any other Transmission Facilities or other obligations hereunder, if one or more of the following events occur:

(i) The Terminated Transmission Facilities are damaged and destroyed and the Owners decide not to repair or rebuild (or cannot reach agreement to repair or rebuild) them in accordance with Article VII; or

(ii) The Terminated Transmission Facilities are retired and decommissioned in accordance with Article VIII.

(b) Subject to Section 2.4(c), this entire Agreement shall terminate if one or more of the following events occur:

(i) Mutual agreement of the Parties to terminate this Agreement; or

(ii) This Agreement is terminated by exercise of remedies pursuant to Section 11.3.

(c) Termination of the Agreement is subject to FERC acceptance and shall not take effect until FERC has accepted a notice of termination.

2.4 Effect of Termination.

(a) If this Agreement is terminated pursuant to Section 2.3(a) with respect to any Terminated Transmission Facilities, then, except as for those provisions that are expressly intended to survive termination and, subject to Section 2.4(b) and receipt of any necessary Governmental Authorizations required by Governmental Requirements, this Agreement shall terminate and become void and of no further force and effect, without further action by either Party solely with respect to such Terminated Transmission Facilities, provided that neither Party shall be relieved from any of its obligations or liabilities hereunder accruing prior thereto.

(b) In the event that this Agreement is terminated pursuant to Section 2.3(a) with respect to any Terminated Transmission Facilities and the Non-Operating Owner continues to own all or a portion of the Ownership Interest(s) in such Terminated Transmission Facilities, then: (i) the Operator shall, upon written notice from the Non-Operating Owner delivered to the Operator no later than fifteen (15) Business Days after termination of this Agreement solely with respect to such Terminated Transmission Facilities pursuant to Section 2.3(a), continue to perform such of its obligations and covenants in Articles VI, VII, and VIII as are set forth in the notice; (ii) such obligations and covenants, together with Articles XI, XIV, XV, XVI, XVII, and XIX (to the extent applicable to the surviving covenants and obligations), shall continue in full force and effect notwithstanding the termination of this Agreement solely with respect to such Terminated Transmission Facilities pursuant to Section 2.3(a); and (iii) the Parties shall amend this Agreement to reflect such changes to this Agreement as shall be necessary and mutually acceptable to the Parties to conform this Agreement solely as it relates to such Terminated Transmission Facilities to the surviving provisions of this Agreement in accordance with this Section 2.4(b).

(c) If this Agreement is terminated pursuant to Section 2.3(b), then, except as for those provisions that are expressly intended to survive termination of this Agreement and, subject to receipt of any necessary Governmental Authorizations required by Governmental Requirements, including FERC approval, this Agreement shall terminate and become void and of no further force and effect, without further action by either Party, provided that neither Party shall be relieved from any of its obligations or liabilities hereunder accruing prior thereto.

ARTICLE III **TRANSMISSION FACILITIES OWNERSHIP INTERESTS**

3.1 Ownership Interests.

(a) The percentage and distributions of ownership that is owned by the Parties is set forth in Exhibit A.

(b) The Owners agree that they shall enter into such additional documentation as shall reasonably be required to document the Owners' Ownership Interests in the Transmission Facilities and any change in the Owners' Ownership Interests in the Transmission Facilities as a result of the application of Section 3.3(b), provided that, in no event, shall an Owner be responsible for paying any amount to the other Owner as a result of any change in any Ownership Interest in the Transmission Facilities, except as expressly provided for in this Agreement or as otherwise agreed to in writing by the Parties.

3.2 Capacity Allocations.

(a) Directional Capacity Allocation. The Parties agree that the total directional transmission capacity in megawatts of each Segment and Path is set forth in of Exhibit A (the "Total Directional Capacity") and is allocated to the Parties expressed as a percentage of the total directional transmission capacity. Each of the allocations of directional transmission capacity to each of the Owners in percentages in Sections 3.2(a)(i)(B) and 3.2(a)(ii)(B) is herein referred to as the "Directional Capacity Allocation Percentage."

(b) Scheduling. Each Owner shall have the right to post and sell its Directional Capacity Allocation over the Shared Facilities in accordance with its OATT, and each Owner shall schedule energy or make available for scheduling in each direction consistent with its applicable Directional Capacity Allocation Percentage of the Total Directional Capacity in each direction and pursuant to Governmental Requirements and Governmental Authorizations; provided, however, that at no time shall an Owner be entitled to post, sell, schedule or make available for scheduling more than its applicable Directional Capacity Allocation Percentage of the Total Directional Capacity of any Segment in any direction, unless otherwise mutually agreed to in writing by the Owners.

3.3 Adjustment of Capacity Allocations and Ownership Interests.

(a) Adjustment of Directional Capacity Allocations and Directional Capacity Allocation Percentages.

(i) Each of the Owners shall be allocated their Pro Rata Share (based on their applicable Directional Capacity Allocation Percentages) of all temporary changes in the Total Directional Capacity.

(ii) Permanent changes in the Total Directional Capacity occur when the quantity and, if applicable, direction of change in Total Directional Capacity are agreed to by the Owners.

(iii) Each of the Owners shall be allocated their Pro Rata Share (based on their applicable Directional Capacity Allocation Percentages) of any permanent decrease or permanent increase (which is not the result of a capital upgrade or which is the result of a capital upgrade that both Owners participated in on a Pro Rata Basis (in accordance with their Ownership Interests)) in the Total Directional Capacity calculated pursuant to Section 3.3(a)(ii). In the event of a permanent increase in the Total Directional Capacity calculated pursuant to Section 3.3(a)(ii), then the increase in Total Directional Capacity shall be allocated to the Owners based on their participation in the capital upgrade established pursuant to Section 6.1.

(iv) In the event there is a permanent increase or decrease in the Total Directional Capacity calculated pursuant to Section 3.3(a)(ii), the Owners shall promptly amend the Agreement to update Exhibit A to reflect revisions in the Total Directional Capacity as well as the Directional Capacity Allocations and Directional Capacity Allocation Percentages pursuant to Sections 3.3(a)(ii) and 3.3(a)(iii).

(b) Adjustment of Ownership Interests in Segments.

(i) Only permanent changes in the Total Directional Capacity pursuant to Section 3.3(a)(ii) have the ability to affect the Owners' Ownership Interests. In the event that there is a permanent increase or decrease in the Total Directional Capacity in accordance with Section 3.3(a)(ii), then the Ownership Interest for each Owner shall be calculated on the following basis:

(A) Add both of the Owner's Directional Capacity Allocations (taking into account the Owner's Pro Rata Share of the increase or decrease determined in accordance with Section 3.3(a));

(B) Add both of the Segment's Total Directional Capacities (taking into account the increase or decrease of the Total Directional Capacities determined in accordance with Section 3.3(a)); and

(C) Divide the sum of clause A above by the sum of clause B above to produce the Owner's revised Ownership Interest.

(ii) In the event that there is a permanent increase or decrease in the Total Directional Capacity in accordance with Section 3.3(a)(ii), the Owners shall promptly amend the Agreement to update Exhibit A to reflect any revisions in the Ownership Interests of the Owners calculated in accordance with this Section 3.3(b)(i).

(c) Reviews.

(i) Subject to Section 3.3(c)(iii), the Owners shall meet periodically, but not less than every five (5), to review:

(A) The Directional Capacity Allocations, the Directional Capacity Allocation Percentages forth in Exhibit A;

(B) The definition of Pro Rata Share;

(C) Any other provisions of this Agreement as either Party may elect.

(ii) Subject to Section 3.3(c)(iii), the Owners shall meet promptly and attempt to reach a mutually agreeable solution in the event that a Governmental Requirement or Governmental Authorization adversely affects: (A) the ability of an Owner to perform its obligations or exercise its rights under this Agreement; or (B) the treatment of assets of an Owner that are subject to or affected by this Agreement.

(iii) In no event shall this Agreement be amended, supplemented or otherwise modified pursuant to Sections 3.3(c)(i) or 3.3(c)(ii), unless the Parties agree in writing to such amendment, supplement or modification.

3.4 No Right to Use.

For the avoidance of doubt, the provisions of this Agreement shall not confer upon either Owner the right to use or transmit energy over any transmission facilities owned by the other Owner (other than with respect to the Transmission Facilities and Paths as provided for herein).

3.5 Payments.

All payments required to be made by or on behalf of the Owners under the terms of this Agreement, including payments to the Operator of the Monthly Transmission Facilities O&M Charge and Other Costs, shall be made to the account or accounts designated by the Owner or Operator to which the payment is owed, by wire transfer in immediately available funds in the lawful currency of the United States.

The amounts payable by Idaho Falls Power under this Agreement shall be payable solely from the rates, charges and revenues derived from its municipal electric system and shall not be secured by or payable from the full faith and credit or the taxing power of the City of Idaho Falls, the State of Idaho or any political subdivision of the State.

3.6 Waiver of Partition Rights.

The Owners acknowledge that any exercise of the remedy of partition (whether at law or in equity) of the jointly-owned Transmission Facilities or any portion thereof would be impracticable in view of the purposes and requirements of this Agreement, would violate the spirit and intent of this Agreement, and would defeat the Owners' intentions and reasonable expectations as well as the consideration upon which each Owner entered into this Agreement. Accordingly, each Owner agrees that during the Term it: (a) will not, directly or indirectly, commence, maintain, support or join in any action or proceedings of any kind to partition the jointly-owned Transmission Facilities or any portion thereof; and (b) waives, after consultation with its qualified legal counsel, any and all rights that it may have under this Agreement or Governmental Requirements (whether at law or in equity) or otherwise to commence, maintain, support or join in any such action or proceeding. Each Owner acknowledges that the other Owner has entered into and will perform the terms of this Agreement in reliance upon the other Owner's agreement and adherence to the terms of this Section 3.7 and would not have entered into this Agreement but for such reliance; and that it would be unjust and inequitable for any Owner to violate or to seek relief from any provision of this Section 3.7.

3.7 Nonexclusive License to Enter and Use Real Property.

(a) Subject to the terms and conditions of this Agreement, including this Section 3.8:

(i) PacifiCorp hereby irrevocably grants to Idaho Falls Power a nonexclusive license (the "Idaho Falls Power License") to use and access the real property to which Idaho Falls Power's Ownership Interests in the Transmission Facilities are affixed (the "PacifiCorp Sites"), but only to the extent of, and subject in all respects to, PacifiCorp's real property interests (including fee, rights-of-way, easements and other real property interests) and other real property rights therein (collectively, the "PacifiCorp Real Property Rights") and only to the extent such Idaho Falls Power License is permitted by the PacifiCorp Real Property Rights and Governmental Requirements; and

(ii) Idaho Falls Power hereby irrevocably grants to PacifiCorp a nonexclusive license (the "PacifiCorp License" and, together with the Idaho Falls Power License, the "Real Property Licenses") to use and access the real property to which PacifiCorp's Ownership

Interests in the Transmission Facilities are affixed (the “Idaho Falls Power Sites” and, together with the PacifiCorp Sites, the “Transmission Facilities Sites”), but only to the extent of, and subject in all respects to, Idaho Falls Power’s real property interests (including fee, rights-of-way, easements and other real property interests) and other real property rights therein (collectively, the “Idaho Falls Power Real Property Rights” and, together with the PacifiCorp Real Property Rights, the “Real Property Rights”) and only to the extent such PacifiCorp License is permitted by the Idaho Falls Power Real Property Rights and Governmental Requirements.

(b) Each Real Property License will be utilized by the grantee Owner and its Representatives for the use of, and rights of ingress, egress and access to, the applicable Transmission Facilities Sites to permit the Owner and its Representatives to exercise the Owner’s rights and obligations as to its Ownership Interests in the Transmission Facilities.

(c) The rights of the grantee Owner and its Representatives for use of, ingress, egress and access to the applicable Transmission Facilities Sites shall be governed by this Section 3.8 during the period the Real Property License is in effect, including during any period after this Agreement has been terminated but the surviving provisions identified in Section 10.2 (including Section 3.8) remain in effect.

(d) Upon the termination or expiration of this Agreement, each Real Property License may be utilized by the grantee Owner and its Representatives for the right of ingress, egress and access to the Transmission Facilities Sites, for the sole purpose of inspection and as provided for in Section 3.8(f).

(e) In the exercise of its rights under the Real Property License: (i) the grantee Owner and its Representatives shall not interfere with the construction, commissioning, operation and maintenance, capital upgrades and improvements to, repair and reconstruction of, and retirement and decommissioning of the Transmission Facilities (or any other equipment or facilities owned, controlled or operated by the grantor Owner on the Transmission Facilities Site) or any portion thereof by the Operator or pose a safety hazard; (ii) the grantee Owner and its Representatives shall comply with any requirements of the Real Property Rights applicable to the Transmission Facilities Sites as of the Effective Date and any other Real Property Rights arising after the Effective Date with respect to which it receives written notice; (iii) the grantee Owner shall provide reasonable prior written notice to the grantor Owner of its intent to exercise any right or privilege granted by the Real Property License; and (iv) the grantee Owner and its Representatives exercising any right or privilege under the Real Property License shall comply with the grantor Owner’s or any other contractor’s safety and operational procedures and security rules, provided that such procedures and rules are in writing and are delivered to the grantee Owner in advance. For the avoidance of doubt, the Owners acknowledge that no representations or warranties are made with respect to the Transmission Facilities Sites and that the Real Property Licenses are expressly subject in all respects to all Real Property Rights applicable to the Transmission Facilities Sites.

(f) Each Real Property License includes a nonexclusive right of the grantee Owner for the location of equipment in which such Owner has an Ownership Interest, together with any replacements, capital upgrades or improvements thereto, on the Transmission Facilities Sites, to be utilized by such Owner to locate such equipment on such premises, together with the

right to access such equipment over and across the Transmission Facilities Sites, provided that any replacements, capital upgrades or improvements to such equipment shall be made in accordance with the provisions of this Agreement prior to its expiration or termination.

(g) Each Real Property License shall terminate, in whole or in part, if and to the extent the grantee Owner no longer requires the Real Property License for the uses described in this Section 3.8, including if and to the extent such Owner no longer has an Ownership Interest in the Transmission Facilities affixed to the respective Transmission Facilities Sites, written notice of which the grantee Owner shall promptly provide to the grantor Owner.

(h) If and to the extent the Real Property Licenses are not permitted by any of the Real Property Rights with respect to all or any portion of the Transmission Facilities Sites (the “Excluded Transmission Facilities Sites”), then the Parties shall cooperate in good faith to identify and use Commercially Reasonable Efforts to implement an alternative to the Real Property Licenses with respect to the Excluded Transmission Facilities Sites in order to attempt to provide each of the Parties with the rights that they would have been provided under the Real Property Licenses with respect to the Transmission Facilities Sites; provided, however, in no event shall an Owner be required to amend, revise or modify in any respect any of its Real Property Rights pursuant to this Section 3.8(h).

ARTICLE IV

OPERATOR OF TRANSMISSION FACILITIES

4.1 Appointment of Operator.

(a) The Owners hereby appoint PacifiCorp as the Operator of the Transmission Facilities., and PacifiCorp hereby accepts appointment, to serve as the Operator and to perform the other covenants and obligations of the Operator expressly set forth in this Agreement, in accordance with the terms and conditions of this Agreement.

(b) Notwithstanding anything to the contrary contained in this Agreement or Governmental Requirements, the Owners agree that the Operators shall have no obligations, responsibilities or duties to the Owners other than as are expressly provided for in this Agreement.

(c) A sole Owner of Transmission Facilities that are operated by the other Party to this Agreement may unilaterally elect to supervise and perform, or cause to be supervised or performed, the physical operation and maintenance, interconnection, design of capital upgrades and improvements, repair and reconstruction, security, outage restoration, and retirement and decommissioning of the solely-owned Transmission Facilities. Should the sole Owner choose to resume operation or perform any of the above-listed items, the sole Owner will provide the Operator with sixty (60) days prior written notice describing the specific work the sole Owner is electing. The Operator will be relieved of this specific work but will continue to perform all other covenants and obligations of the Operator as expressly set forth in this Agreement.

4.2 Authority of Operator.

(a) Subject to the limitations set forth in Articles IV-VIII, each Owner shall be responsible in all respects for the Transmission Facilities for which it is the Operator in accordance with the terms and conditions of this Agreement. Without limiting the foregoing, each Owner shall supervise and perform, or cause to be supervised and performed, the physical operation and maintenance of, interconnection to, design of, capital upgrades and improvements to, repair and reconstruction of, security of, outage restoration of, and retirement and decommissioning of, the Transmission Facilities it is responsible for in accordance with this Article IV and Articles V-VIII. In the performance of its obligations under this Agreement, each Owner shall have authority, subject to the other terms of this Article IV and Articles V-IX, to take any or all of the actions it reasonably determines are necessary to perform its obligations under this Agreement.

(b) The Owners agree that title to all capital upgrades and improvements to the Segments constructed by or on behalf of the Operator pursuant to Articles V and VI shall vest with the Owner or Owners of such Segments in accordance with their respective Ownership Interests in such Segments, and, in the case of jointly-owned Segments, shall be jointly owned by the Owners as tenants-in-common in accordance with their respective Ownership Interests in the jointly-owned Segments.

(c) Operator will exercise or enforce all of the benefits, rights and remedies under the Transmission Facilities Contracts for the benefit of the Owners without adverse distinction between the Owners. In furtherance and not in limitation of the immediately preceding sentence, Operator agrees to transfer, assign, distribute, pay over or otherwise make available to the Non-Operating Owner, the Non-Operating Owner's Pro Rata Share (based on its respective Ownership Interest(s), if any) of any payments or proceeds obtained pursuant to any Transmission Facilities Contract.

4.3 Delegation of Responsibilities.

(a) Operator may, in its sole and absolute discretion, utilize its employees and supervisory personnel, and any independent technical advisors, consultants, contractors and agents which it may select, as may be required to perform its obligations (each, a "Delegate"). Notwithstanding any such delegation, the Operator shall remain responsible and liable for all of its delegated obligations in accordance with the terms of this Agreement. If the non-operating Owner is amenable to such delegation, the non-operating Owner may be delegated certain responsibilities under this section.

(b) PacifiCorp, as a NERC registered Transmission Owner and Transmission Operator shall assume the obligations for compliance under the applicable NERC reliability standards for the jointly owned transmission facilities that fall under the definition as being BES assets.

4.4 Governmental Authorizations.

(a) Operator is authorized to prepare and submit to all appropriate Governmental Authorities the necessary reports, applications, plans, specifications and other documents to procure all Governmental Authorizations required to perform its obligations under

this Agreement with respect to the Transmission Facilities it is responsible for or to comply with Governmental Requirements, provided that the Operator shall consult with the Non-Operating Owner prior to the submission of any such reports, application, plans, specification and other documents to the extent to which they reasonably relate to any jointly-owned Transmission Facilities. To the extent permitted by Governmental Requirements, Operator shall use Commercially Reasonable Efforts to obtain and structure all Government Authorizations for which it applies after the Effective Date in such a way as to recognize each Owner's applicable Ownership Interest(s) (and associated Directional Capacity Allocation Percentage(s) and Directional Capacity Allocation(s)), if any, as contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, except as set forth in Section 5.1(b), nothing in this Section 4.4 shall obligate the Operator to prepare and submit to appropriate Governmental Authorities any reports, applications, plans, specifications and other documents to procure any Governmental Authorizations required by the Owners in connection with their ownership of an Ownership Interest in the Transmission Facilities or the recovery of any costs and expenses in connection therewith.

(b) To the extent that the Operator cannot obtain a Governmental Authorization pursuant to Section 4.4(a) on behalf of one or both of the Owners, each such Owner shall: (i) be responsible for preparing and submitting to the appropriate Governmental Authority the necessary reports, applications, plans, specifications and other documents to procure such Governmental Authorization; and (ii) exercise all Commercially Reasonable Efforts to obtain such Governmental Authorization. Unless and until the Owner or Owners are able to obtain such Governmental Authorizations, the Operator shall not perform or continue to perform any of the obligations requiring such Governmental Authorizations if to do so would result in the Owner or Owners or the Operator being in violation of Governmental Requirements or Governmental Authorizations.

(c) Each Owner shall, at its own cost: (i) reasonably cooperate and support the Operator in obtaining any Governmental Authorizations required pursuant to Section 4.4(a); and (ii) reasonably respond to inquiries or requests issued to it by any Governmental Authorities in respect of such Governmental Authorizations; provided, however, that an Owner shall not be obligated pursuant to this Section 4.4(c) to disclose Proprietary Information except to the extent that it is otherwise required to disclose such Proprietary Information: (A) by Governmental Requirements; (B) by any Governmental Authority; or (C) pursuant to the express terms of this Agreement.

4.5 Audit.

The Non-Operating Owner may, at its cost, at any time during normal business hours and with reasonable prior notice of not less than thirty (30) Business Days, but not more often than once in any twelve (12) month period, inspect and audit the books and records of the Operator and any of its Affiliates and Delegates (and the Operator shall secure such rights for the Non-Operating Owner from its Affiliates and Delegates) involved in the provision of services pursuant to this Agreement ("Other Costs Records"), to the extent reasonably relating to the determination of Monthly Transmission Facilities O&M Charges and Other Costs for which the Non-Operating Owner is liable under this Agreement as shown on an invoice provided to the Non-Operating Owner pursuant to Section 4.7 within eighteen (18) months prior to the date of the audit notice. Operator shall, and shall cause any of its relevant Affiliates and Delegates, to keep and maintain

all such Other Costs Records to the extent reasonably relating to the determination of Monthly Transmission Facilities O&M Charges and Other Costs for which the Non-Operating Owner is liable under this Agreement and make such Other Costs Records available to the Non-Operating Owner in accordance with the terms of this Agreement. If any audit discloses that, during such eighteen (18) month period, an overpayment or underpayment of Monthly Transmission Facilities O&M Charges or Other Costs has been made by the Non-Operating Owner or the amount of any Monthly Transmission Facilities O&M Charges or Other Costs allocated to the Non-Operating Owner in an invoice is incorrect, then such overpayment, underpayment or incorrect amount shall be resolved pursuant to Section 4.8. The Non-Operating Owner requesting the audit shall reimburse one hundred percent (100%) of all reasonable costs and expenses (including internal costs and expenses) incurred by or on behalf of the Operator and any of its Affiliates and Delegates in complying with the provisions of this Section 4.6, provided that the Non-Operating Owner shall not be required to reimburse any such costs if the audit determines that the Non-Operating Owner has made more than Twenty-Five Thousand Dollars (\$25,000) in overpayments of Monthly Transmission Facilities O&M Charges, or Other Costs or more than Twenty-Five Thousand Dollars (\$25,000) in Monthly Transmission Facilities O&M Charges or Other Costs have been incorrectly allocated to the Owner.

4.6 Insurance.

Owner Insurance. Each Owner shall be responsible for obtaining and maintaining its own liability coverage during the Term insurance covering its respective legal liabilities related to its Ownership Interests in the Transmission Facilities. Insurance required by this Section 4.6(a) will be placed with appropriate carriers and in amounts in accordance with Good Utility Practice and Governmental Requirements.

4.7 Invoices.

(a) Each Non-Operating Owner shall pay the Operator the Monthly Transmission Facilities O&M Charge, as compensation for the Operator's services under this Agreement. In addition, each Owner shall be responsible for its Pro Rata Share (based on its applicable Ownership Interest(s)) of costs incurred by or on behalf of the Operator pursuant to the terms of this Agreement, including Sections 4.2(a), 4.4(a), 4.6, 5.2, 6.1, 7.1, 7.5, 8.2 and 16.3 (collectively, the "Other Costs"). In the event that the Operator incurs, or reasonably expects to incur, significant Other Costs in excess of Fifty Thousand Dollars (\$50,000), the Operator shall immediately notify the Owners in writing of such Other Costs.

(b) Within thirty (30) days after the end of the first full calendar month during the Term, and within thirty (30) days after the end of each month thereafter during the Term, the Operator will deliver to the Non-Operating Owner an invoice which will show the total amount and each Owner's Pro Rata Share (based on its Ownership Interests) of the Monthly Transmission Facilities O&M Charge determined in accordance with the terms and conditions of this Agreement. For purposes of clarity, the first such invoices will include amounts owed for the first full month and any partial month that precedes it during the Term. Within thirty (30) days after the end of the first calendar quarter first occurring during the Term (i.e., within 30 days of the first March 31st, June 30th, September 30th, or December 31st during the Term), and within thirty (30) days after the end of each calendar quarter thereafter during the Term, the Operator will deliver to the

Non-Operating Owner an invoice which will show the total amount and each Owner's Pro Rata Share (based on its Ownership Interests) of Other Costs determined in accordance with the terms and conditions of this Agreement; provided, however, that Other Costs associated with capital upgrades and improvements to, or repair and reconstruction of, Transmission Facilities: (a) shall not include AFUDC if invoiced monthly consistent with (b) below, provided, that the first Other Costs invoice may include accrued AFUDC on Prior Projects up to the Effective Date; and (b) shall be invoiced monthly or other timeline if mutually agreed upon using estimated Other Costs, provided that the Operator shall provide a final invoice showing a true-up of estimated Other Costs compared to actual Other Costs after the upgrade, improvement, repair or reconstruction is placed into service. The Non-Operating Owner shall pay its Pro Rata Share (based on its Ownership Interests) of the Monthly Transmission Facilities O&M Charge and the Other Costs shown on the invoice no later than thirty (30) days after the date of the invoice. Any payment past due will accrue interest, per annum, calculated in accordance with the methodology specified for interest in the FERC regulations at 18 C.F.R. § 35.19a(a)(2)(iii) (the "FERC Methodology"). The failure by the Operator to timely deliver an invoice shall not relieve the Non-Operating Owner of its payment obligation in respect of its share of the Monthly Transmission Facilities O&M Charge and Other Costs as shown on such invoice or release the Operating Owner of its responsibility for such invoice.

4.8 Disputed Amounts.

If the Non-Operating Owner disputes any portion of any amount specified in an invoice delivered by the Operator pursuant to Section 4.7, the Non-Operating Owner shall pay its total amount of the invoice when due, and, if actually known at the time by the Non-Operating Owner, identify the disputed amount and state that the disputed amount is being paid under protest. Any disputed amount shall be resolved pursuant to the provisions of Article XVII. If it is determined pursuant to Article XVII that an overpayment or underpayment has been made by the Non-Operating Owner or the amount of any Monthly Transmission Facilities O&M Charge or Other Costs allocated to the Non-Operating Owner on an invoice is incorrect, then: (i) in the case of any overpayment by the Non-Operating Owner, the Operator shall promptly return the amount of the overpayment (or credit the amount of the overpayment on the next invoice) to the Non-Operating Owner; (ii) in the case of an underpayment by the Non-Operating Owner, the Non-Operating Owner shall promptly pay the amount of the underpayment to the Operator (for the benefit of the Operating Owner), otherwise, the Operator shall charge the Non-Operating Owner for the underpayment on the next invoice; and (iii) in the case of an incorrect allocation of Other Costs to an Owner, the allocations of Other Costs on the next invoice shall be adjusted to correct for such incorrect allocation, in each case, together with interest for the period from the date of overpayment, underpayment or incorrect allocation until such amount has been paid or credited against a future invoice calculated in the manner prescribed for calculating interest on refunds under the FERC Methodology.

4.9 Assistance.

The Non-Operating Owner shall cooperate with the Operator promptly, as and when reasonably requested by the Operator, to assist the Operator in the performance of its duties, responsibilities and obligations under this Agreement, including executing and delivering from time to time such additional documents, certificates or instruments, and taking such additional

actions, as may be reasonably requested by the Operator. The Non-Operating Owner shall bear its own costs for providing such cooperation and assistance as requested by the Operator unless the Owners agree otherwise in writing.

4.10 Remedies.

(a) Notwithstanding any provision to the contrary contained in this Agreement, the Operator shall have no liability to the respective Non-Operating Owner in connection with the performance of their covenants and obligations under this Agreement, except as provided in this Section 4.10 and Section 13.1(c). The Non-Operating Owner agree that they have a duty to mitigate any damages and shall use Commercially Reasonable Efforts to minimize any damages they may incur as a result of an Operator's failure to perform or breach of any of its covenants or obligations under this Agreement.

(b) The Owners and Operator acknowledge that the obligations and covenants performed by the Operator hereunder are unique and that the Non-Operating Owner will be irreparably injured should such obligations and covenants not be performed in accordance with the terms and conditions of this Agreement. Consequently, the Non-Operating Owner will not have an adequate remedy at law if the Operator shall fail to perform their obligations and covenants hereunder. The Non-Operating Owner shall have the right, in addition to any other remedy available under this Agreement, to specific performance of the Operators' obligations and covenants hereunder, and the Owners and Operator agree not to take a position in any proceeding arising out of this Agreement to the effect that the Non-Operating Owner have an adequate remedy at law.

ARTICLE V **OPERATION AND MAINTENANCE OF TRANSMISSION FACILITIES**

5.1 Compliance; Standard of Work.

(a) The Operator shall perform its obligations set forth in this Agreement: (i) without adverse distinction between the Owners; and (ii) in accordance with Good Utility Practice, Governmental Requirements, Governmental Authorizations and Reliability Standards.

(b) Without limiting the generality of Section 5.1(a), the Operator shall comply with Governmental Requirements and Reliability Standards applicable to an owner and an operator of the Transmission Facilities for which it is responsible, regardless of whether any such Transmission Facilities are solely owned by the Operating Owner, the Non-Operating Owner, or jointly owned by the Parties.

5.2 Operation and Maintenance; Outages and Outage Coordination; Capital Upgrades and Improvements.

(a) The Operator shall operate and maintain the Transmission Facilities for which it is responsible in accordance with Good Utility Practice, Governmental Requirements, Governmental Authorizations and Reliability Standards.

(b) The Operator shall provide written notice of planned outages associated with the Transmission Facilities for which it is responsible to the Non-Operating Owner's outage coordinator as soon as outage schedules are known, but no later than the later of the period specified in the Operating Owner's OATT or the Northwest Power Pool Processes document dated May 2014 where applicable, as it is amended from time-to-time, regarding outage coordination and shall, subject to Good Utility Practice, Governmental Requirements, Governmental Authorizations and Reliability Standards, accommodate reasonable requests of the Non-Operating Owner to change the date or period of the planned outage. The Operator shall promptly notify the Non-Operating Owner's outage coordinator of any event or circumstance that results in a partial or total reduction of the transmission capacity set forth in Exhibit XX, and shall use Commercially Reasonable Efforts to diligently: (i) coordinate operations during such event or circumstance; (ii) coordinate the restoration of the transmission capacity from such event or circumstance with the Non-Operating Owner; and (iii) perform the actions necessary to restore the transmission capacity and otherwise recover from the event or circumstance. Notwithstanding any provision to the contrary contained in this Agreement, the Owners shall be allocated their share of a temporary reduction in the transmission capacity of the Transmission Facilities pursuant to Section 3.3(a)(i), and shall be allocated their share of a permanent reduction in transmission capacity of the Transmission Facilities pursuant to Sections 3.3(a)(ii) and 3.3(a)(iii). The Operator's outage coordinator shall accommodate reasonable requests of the Non-Operating Owner's outage coordinator, and Non-Operating Owner's outage coordinator shall accommodate reasonable requests of the Operator's outage coordinator, in the event of an actual or potential Energy Emergency to take extraordinary steps to protect reliability.

(c) The Operator shall make maintenance renewals and replacements to the Transmission Facilities it is responsible for: (i) the costs of which are recordable as an operation and maintenance expense under the FERC Uniform System of Accounts; and (ii) that are necessary for the operation of the Transmission Facilities in accordance with Good Utility Practice, Governmental Requirements, Governmental Authorizations and Reliability Standards. Such maintenance renewals and replacements to the Transmission Facilities are included in the services for which the Operator is compensated by the Monthly Transmission Facilities O&M Charge. The Operator shall not separately invoice the Owners for the costs of such maintenance renewals and replacements to the Transmission Facilities. Notwithstanding anything to the contrary contained in this Agreement, any maintenance renewals and replacements made pursuant to this Section 6.1(c) to Transmission Facilities shall be Transmission Facilities for purposes of this Agreement.

(d) The Operator shall make capital upgrades and improvements to the Transmission Facilities it is responsible for: (i) the costs of which are recordable as capital expenditures under the FERC Uniform System of Accounts; and (ii) which are necessary for the operation of the Transmission Facilities in accordance with Good Utility Practice, Governmental Requirements, Governmental Authorizations and Reliability Standards. The Operator shall consult with the Non-Operating Owner and receive prior approval, such approval not to be unreasonably withheld, delayed or conditioned, with respect to any capital upgrade or improvement for which the Non-Operating Owner shall have financial responsibility under this Agreement and which Operator reasonably expects to incur total project costs that exceed Fifty Thousand Dollars (\$50,000). The Owners shall be responsible for their Pro Rata Share (based on their respective Ownership Interests, if any, in the Transmission Facilities being upgraded or improved) of any Costs incurred by or on behalf of the Operator in making such capital upgrades

or improvements. Such capital upgrades and improvements to the Transmission Facilities are included in the services for which the Operator is compensated by the Other Costs charge. Notwithstanding anything to the contrary contained in this Agreement, any capital upgrades and improvements made pursuant to this Section 6.1(d) to the Transmission Facilities shall be considered Transmission Facilities for purposes of this Agreement.

5.3 Requests for Generation or Transmission Interconnection Service.

The Owners acknowledge and agree that all requests for interconnection to any of the jointly-owned Transmission Facilities must be coordinated with the Operator responsible for such Transmission Facilities and processed in a manner consistent with the Owner's OATT pursuant to which the request was made ("Interconnection Owner") and any Governmental Requirements. An Interconnection Owner in receipt of a request for interconnection with any jointly-owned Transmission Facilities will promptly notify the responsible Operator and the other Owner, and thereafter the Owners and the Operator will coordinate and cooperate to process the interconnection request. The Operator will coordinate and conduct any studies required to determine the impact of the interconnection request on the jointly-owned Transmission Facilities and other affected systems, including the Owners' Transmission Systems, in accordance with the Interconnection Owner's OATT and any Governmental Requirements. The Operator will notify the Owners and such affected systems of all meetings held with the entity requesting an interconnection.

5.4 Requests for Third Party Joint-Use of Transmission Facilities.

(a) Except as provided in subsection Section 5.4(c), all requests from a third-party ("Third-Party Requester") for attachment of their facilities ("Third-Party Facilities") to any of the jointly-owned Transmission Facilities ("Third-Party Use") may be approved upon mutual consent of the Owners provided, however, that such approval shall be contingent on the Third-Party Requester and such Operator executing a separate agreement acceptable to the Operator that, among other things, obligates the Third-Party Requester: (i) to protect against and avoid any unsafe operating conditions and negative impacts on or interference with current or future use, operations or maintenance of the Transmission Facilities that may result from such Third-Party Use; (ii) to pay all costs associated with the installation, operation and maintenance of any Third-Party Facilities, any upgrades or changes to the existing Transmission Facilities required to accommodate such Third-Party Use, and all costs incurred by the Owners or the Operator in connection with the Third-Party Use; (iii) to operate and maintain any Third-Party Facilities in a manner consistent with Good Utility Practice, this Section 5.4, and all applicable Governmental Requirements and Governmental Authorizations; (iv) to remove and permit the Owners or the Operator to remove any Third-Party Facilities following the termination or expiration of such agreement, all at the cost and expense of the Third-Party Requester; (v) to obtain and maintain during the term of such agreement insurance in such amounts as may be reasonably required by the Operator; and (vi) to indemnify and defend each of the Owners and the Operator and their respective Affiliates and their respective Representatives against damage to person or property of the Owners or the Operator or third parties.

(b) Any revenues from Third-Party Use under this Section 5.4 will be allocated between the Owners in accordance with their respective Ownership Interest of the Transmission Facilities subject to such Third-Party Use as set forth in Exhibit xx.

ARTICLE VI

TRANSMISSION FACILITIES CAPITAL UPGRADES PROPOSED BY AN OWNER

6.1 Capital Upgrades.

(a) At any time during the Term, a Proposing Owner may elect to make a capital upgrade or improvement to the Transmission Facilities to which it has an Ownership Interest, provided that in no event shall a Proposing Owner be entitled to make a capital upgrade or improvement to any Transmission Facilities that reasonably would be expected to have a material adverse effect on the other Owner's ownership, use or enjoyment of its Ownership Interest(s) in such Transmission Facilities (and associated Directional Capacity Allocation Percentage(s) and Directional Capacity Allocation(s)) as contemplated in this Agreement. A Proposing Owner shall provide the other Owner no less than sixty (60) days' prior written notice of its election, together with reasonable details about the proposed upgrade or improvement to the Transmission Facilities (each, a "Capital Upgrade Notice"). Within sixty (60) days of receipt of the Capital Upgrade Notice, the Non-Proposing Owner may notify the Proposing Owner in writing that it elects to participate in the capital upgrade or improvement to jointly owned Transmission Facilities. The Non-Proposing Owner may not participate in any capital upgrade or improvement to Transmission Facilities solely owned by the Proposing Owner, whether or not the Non-Proposing Owner is an Impacted Party.

(i) If the Non-Proposing Owner delivers notice to the Proposing Owner within the sixty (60) day period that it elects to participate in the capital upgrade or improvement to the Transmission Facilities, then the Owners shall meet and agree on: (A) the final scope of the capital upgrade or improvement; (B) the allocation of increased transmission capacity, if any, associated with such capital upgrade and improvement between the Owners, including any change in the Owners' Directional Capacity Allocation Percentage(s) and Directional Capacity Allocation(s) which shall be determined in accordance with Section 3.3; (C) any change in each Owner's Ownership Interest with respect to such Transmission Facilities Allocation which shall be determined in accordance with Section 3.3; (D) each Owner's share of the costs of such upgrade or improvement (which shall be based on the Owners' respective Ownership Interests in the Transmission Facilities); (E) any change in the Monthly Transmission Facilities O&M Charge any; and (F) such other matters as the Owners may agree upon, all of which shall be memorialized in an amendment to this Agreement executed by the Owners, including any amendments to the Exhibits hereto which shall be effective as set forth in Section 6.1(b) (the "Amendment"); provided, however, that any failure of the Owners to agree on any of the matters specified in subparts (A) through (F) above shall be resolved pursuant to the provisions of Article XVII. Notwithstanding any provisions to the contrary in this Agreement, an Owner shall not be prohibited from making a capital upgrade or improvement to the Transmission Facilities pursuant to this Section 6.1(a) because the Owners fail to agree on any of the matters specified in subparts (A) through (F) of the immediately preceding sentence, and any such disagreement shall be resolved pursuant to Article XVII.

(ii) If the Non-Proposing Owner elects not to participate in the capital upgrade or improvement to the Transmission Facilities (or fails to deliver a notice to the Proposing Owner within the sixty (60) day period) or is not entitled to participate in the capital upgrade or improvement to the Transmission Facilities pursuant to Section 6.1(a), then the Proposing Owner may proceed with the capital upgrade or improvement, provided that the Proposing Owner shall coordinate with the Operator responsible for the applicable Transmission Facilities on the final scope of the capital upgrade or improvement.

(b) The applicable Owner shall design, permit, construct, install and commission any upgrades or improvements to the Transmission Facilities provided for in Section 6.1(a)(i) in accordance with the Amendment or, if applicable, any resolution pursuant to Article XVII, and otherwise in accordance with Good Utility Practice, Governmental Requirements and Governmental Authorizations. The Owners shall be responsible, based on the Amendment or, if applicable, any resolution pursuant to Article XVII, for all of the Costs incurred by or on behalf of the Owner in connection with such capital upgrade or improvement to the Transmission Facilities. Effective as of the date of successful commissioning of such capital upgrade or improvement, written notice of which the upgrading Owner shall provide to the non-upgrading Owner, the Owners' Ownership Interests, Directional Capacity Allocation Percentages and Directional Capacity Allocations in respect of such Transmission Facilities shall be adjusted, if at all, in accordance with the Amendment or, if applicable, any resolution pursuant to Article XVII, and the Owners shall memorialize any revised Ownership Interests, Directional Capacity Allocation Percentages and Directional Capacity Allocations in a revised Exhibit A, which shall be effective as of the date of successful commissioning of such upgrade or improvement. Notwithstanding anything to the contrary contained in this Agreement, any capital upgrades or improvements provided for in this Section 6.1(b) shall be Transmission Facilities for purposes of this Agreement.

(c) The applicable Owner shall design, permit, construct, install and commission any upgrades or improvements to the Transmission Facilities provided for in Section 6.1(a)(ii) in accordance with the final scope of the capital upgrade or improvement established by the Proposing Owner pursuant to Section 6.1(a)(ii), and otherwise in accordance with Good Utility Practice, Governmental Requirements and Governmental Authorizations. Regardless of the foregoing, when an Owner of solely-owned Transmission Facilities that are operated by the other Party makes a capital upgrade or improvement, the Owner and Operator will jointly determine equipment specifications. Unless agreed to otherwise, replacement equipment shall be consistent with the original equipment specifications. The Proposing Owner shall be responsible for all of the Costs incurred by or on behalf of the Operator in connection with such capital upgrade or improvement to the Transmission Facilities and title to such capital upgrades or improvement shall vest solely with the Proposing Owner. Effective as of the date of successful commissioning of such capital upgrade or improvement, written notice of which the up-grading Owner shall provide to the non-upgrading Owner: (i) the Owners' Ownership Interests, Directional Capacity Allocation Percentages and Directional Capacity Allocations in respect of such Transmission Facilities and any applicable Monthly Transmission Facilities O&M Charge shall be adjusted, if at all, in accordance with Section 3.3; and (ii) the Operator shall operate and maintain such capital upgrade or improvement in accordance with Section 6.1(a). In addition, the Owners shall meet and agree on: (A) the allocation of increased transmission capacity, if any, associated with such capital upgrade and improvement between the Owners, including any change

in the Owners' Directional Capacity Allocation Percentages and Directional Capacity Allocations which shall be determined in accordance with Section 3.3; (B) any change in the Monthly Transmission Facilities O&M Charge if any; and (C) such other matters as the Owners may agree upon, all of which shall be memorialized in an amendment to this Agreement executed by the Owners, including any amendments to the Exhibits hereto which shall be effective as of the date of successful commissioning of such upgrade or improvement; provided, however, that any failure of the Owners to agree on any of the matters specified in subparts (A) through (C) above shall be resolved pursuant to the provisions of Article XVII. Notwithstanding anything to the contrary contained in this Agreement, any capital upgrades or improvements provided for in this Section 6.1(c) shall be Transmission Facilities for purposes of this Agreement.

(d) Notwithstanding anything to the contrary contained herein, the provisions of this Section 6.1 shall not apply to capital upgrades or improvements made by an Operator pursuant to Section 6.1(c) which are necessary for the operation of the Transmission Facilities in accordance with Good Utility Practice or required by Governmental Requirements or Governmental Authorizations, which shall be governed by the provisions of Section 5.1(d).

(e) Each Owner shall provide the Operator prompt written notice of any request pursuant to its OATT from a customer to provide additional transmission capacity that will require one or more capital upgrades or improvements to any of the Transmission Facilities. If capital upgrades or improvements are required in accordance with such Owner's OATT, then such capital upgrades and improvements shall be made by the Operator in accordance with the provisions of Section 6.1(a) and Section 6.1(b).

ARTICLE VII

PHYSICAL DAMAGE TO TRANSMISSION FACILITIES; CONDEMNATION

7.1 Rebuilding Damaged Facilities.

(a) If any of the Transmission Facilities are materially damaged or destroyed (the "Damaged Facilities"), then within thirty (30) days of the date the damage or destruction occurred, the Operator shall deliver to the Owners a written notice (the "Damage Notice") of the Operator's good faith reasonable estimate of the cost to repair or rebuild the Damaged Facilities. The Owners will work together to mutually agree based upon prudent utility practice to repair or replace Damaged Facilities. Work on Damaged Facilities can be performed by either Owner upon mutual agreement.

(i) If the Damaged Facilities consist of an Owner's wholly owned Transmission Facilities, then, the Owner will determine in accordance with Good Utility Practice whether the Damaged Facilities will be repaired or rebuilt and provide notice thereof to the Operator within thirty (30) days of the date of the Damage Notice.

(b) If the Owners, the Operator, or the Owner determines pursuant to Sections 7.1(a) or 7.1(a)(i), respectively, to repair or rebuild the Damaged Facilities, then the Owners will, upon receipt of any insurance proceeds paid in connection with such Damaged Facilities, apply such proceeds (up to each Owner's Pro Rata Share (based on its respective Ownership Interest(s), if any, in the Damaged Facilities) in the amount to be paid) to the repair and reconstruction of the

Damaged Facilities which will be carried out by the Operator. The Operator will be responsible for obtaining any necessary Governmental Authorizations to repair or rebuild the Damaged Facilities and determining the manner in which to repair and reconstruct the Damaged Facilities (including the equipment to be used). Each Owner shall reasonably cooperate with and support the Operator in obtaining any such Governmental Authorizations in accordance with Section 4.4(c). The Operator will cause such repairs or reconstruction to be made so that the Damaged Facilities will be repaired and restored to substantially the same general condition, character and use as existed prior to such damage or destruction. If the cost of such repairs or reconstruction exceeds the insurance proceeds required to be applied to the repair or reconstruction pursuant to this Section 7.1, then the Owners shall pay, in accordance with their applicable Ownership Interests, if any, the shortfall amount.

7.2 Decision not to Rebuild.

If the Owners, determine pursuant to Sections 7.1(a) or 7.1(a)(i), respectively, not to repair or rebuild the Damaged Facilities (or cannot reach agreement to repair or rebuild the Damaged Facilities), then, in each case: (a) each Owner shall: (i) be entitled to retain any insurance proceeds received pursuant to insurance maintained by it with respect to the Damaged Facilities; (ii) receive its Pro Rata Share (based on its respective Ownership Interest(s), if any, in the Damaged Facilities) of any revenues from the salvage or sale of the Damaged Facilities; and (iii) pay its Pro Rata Share (based on its respective Ownership Interest(s), if any, in the Damaged Facilities) of any costs of removal of parts and equipment from the Damaged Facilities; and (b) subject to Section 7.3, this Agreement shall terminate pursuant to Section 2.3(a) solely with respect to such Damaged Facilities.

7.3 Purchase of Ownership Interest.

If one Owner determines pursuant to Sections 7.1(a)(i), 7.1(a)(ii), or 7.1(a)(iii), respectively, not to repair or rebuild the Damaged Facilities (or cannot reach agreement to repair or rebuild the Damaged Facilities) and, in each case, the other Owner desires to repair or rebuild the Damaged Facilities (the “Continuing Owner”), then the Continuing Owner shall have the option to purchase all of the Ownership Interest(s) (and associated Directional Capacity Allocation Percentage(s) and Directional Capacity Allocation(s)) of the other Owner in the Damaged Facilities and with the Parties understanding that Idaho Falls Power asset conveyance must comply with the applicable Idaho Code provisions to which Idaho Falls Power is subject. In order to exercise its option to purchase all of the Ownership Interest(s) (and associated Directional Capacity Allocation Percentage(s) and Directional Capacity Allocation(s)) of the other Owner in the Damaged Facilities, the Continuing Owner must give written notice thereof to the other Owner within thirty (30) days of the Owners’ or Operator’s determination pursuant to Section 7.1 not to repair or rebuild the Damaged Facilities. Subject to Idaho Code, the Owners may enter into such documentation as the Continuing Owner shall reasonably request to facilitate the purchase and sale of all of the Ownership Interest(s) (and associated Directional Capacity Allocation Percentage(s) and Directional Capacity Allocation(s)) of the other Owner in the Damaged Facilities, provided that the purchase price of the Ownership Interest(s) (and associated Directional Capacity Allocation Percentage(s) and Directional Capacity Allocation(s)) of the other Owner shall be equal to the other Owner’s Pro Rata Share (based on its respective Ownership Interest(s) in the Damaged

Facilities) of the salvage value of the Damaged Facilities, subject to the approval of Idaho Falls City Council, in the case of Idaho Falls Power assets.

7.4 Cooperation.

If the Continuing Owner seeks to repair or rebuild the Damaged Facilities purchased from the other Owner pursuant to Section 7.3, then, at the Continuing Owner's request and expense, the other Owner and the responsible Operator (if the Continuing Owner is not the responsible Operator) will, for a reasonable period of time, cooperate with and use Commercially Reasonable Efforts to assist the Continuing Owner in the repair or rebuilding of the Damaged Facilities. This Section 7.4 shall survive the expiration or termination of this Agreement pursuant to Section 2.3(a) solely with respect to such Damaged Facilities.

7.5 Condemnation.

If there occurs a loss of title to, or ownership of, or use and possession of, all or any portion of any of the Transmission Facilities as the result of the exercise of the right of condemnation or eminent domain by or on behalf of any Governmental Authority, then the Operator responsible for such Transmission Facilities will promptly give notice thereof to the Owners, which notice shall generally describe the nature and extent of such condemnation or eminent domain proceedings (including any negotiations in connection with such proceedings). The Operator may, in consultation with the Owners, use Commercially Reasonable Efforts to resist the loss of title to, or ownership of, or use and possession of, all or any portion of any of the Transmission Facilities through condemnation or eminent domain. If, as a result of condemnation or eminent domain, the Owners shall lose title to, or ownership of, or use and possession of, all or any portion of any of the Transmission Facilities, then the Owner or Owners may determine whether:

(a) the relevant portion of the Transmission Facilities is no longer useful for the transmission of electric power and should be retired and decommissioned, in which case the provisions of Article VIII shall control;

(b) the relevant portion of the Transmission Facilities should be replaced or modified, in which case the Owners may, upon receipt of any awards paid in connection with such condemnation or eminent domain, apply such awards to the replacement or modification of the Transmission Facilities which will be carried out by the Operator responsible for such Transmission Facilities. The Operator may, consistent with the decision of the Owner or Owners, as applicable, determine the manner in which to replace or modify the Transmission Facilities and will cause such replacement and modifications to be made so that the Transmission Facilities are replaced or modified in accordance with the decision of the Owner or Owners, as applicable. If the cost of replacement or modification of the Transmission Facilities exceeds the awards received by the Owners in connection with such condemnation or eminent domain, then the Owners shall pay their Pro Rata Share (based on their respective Ownership Interest(s), if any, in the Transmission Facilities) of the shortfall amount; or

(c) if the Owner or Owners, as applicable, do not reach agreement on one of the actions provided for in Section 7.5(a) and Section 7.5(b), or on another course of action, within sixty (60) days after the date of the notice provided by the Operator to the Owners pursuant to the

first sentence of this Section 7.5, then each Owner shall receive its Pro Rata Share (based on its respective Ownership Interest(s), if any, in the Transmission Facilities) of all awards received by the Owners (or their Affiliates) in connection with any such condemnation or eminent domain (less the actual cost, fees and expenses incurred by the Operator in collection thereof).

ARTICLE VIII

RETIREMENT AND DECOMMISSIONING OF TRANSMISSION FACILITIES

8.1 Decision to Retire Transmission Facilities.

The Owners will determine in accordance with the terms of this Article VIII when any of the Transmission Facilities are no longer useful for the transmission of electric power and should be retired and decommissioned. If the Owner or Owners decide to retire and decommission any of the Transmission Facilities, then, subject to Section 8.2 and Section 8.3, this Agreement shall terminate pursuant to Section 2.3(a) solely with respect to such Transmission Facilities once they are retired and decommissioned.

8.2 Costs of Decommissioning.

Each of the Owners shall be responsible for paying its Pro Rata Share (based on its respective Ownership Interest(s), if any, in the Facilities Proposed for Retirement) of the aggregate amount of all costs incurred by or on behalf of the Operator to retire permanently the Facilities Proposed for Retirement from service, including decommissioning, dismantling, demolishing and removal of equipment, facilities and structures, security, maintenance, disposing of debris, abandonment and all other costs incurred by or on behalf of the Operator to retire permanently the Facilities Proposed for Retirement from service, net of any amounts recovered in connection with the sale of any retired equipment, facilities and structures.

8.3 Decommissioning Notice; Purchase of Ownership Interest.

A Proposing Owner shall give written notice to the other Owner when it believes any of the Transmission Facilities in which it has an Ownership Interest should be retired and decommissioned (each notice, a "Decommissioning Notice"). If the Non-Proposing Owner either (i) has an Ownership Interest in the Facilities Proposed for Retirement, or (ii) is an Impacted Party with respect to the Facilities Proposed for Retirement, and, in either case, desires to continue the operation of the Facilities Proposed for Retirement, then the Non-Proposing Owner shall have the option to consider purchase all of the Ownership Interest(s) (and associated Directional Capacity Allocation Percentage(s) and Directional Capacity Allocation(s)), if any, of the Proposing Owner in the Facilities Proposed for Retirement. In order to consider purchase of the Ownership Interest(s) (and associated Directional Capacity Allocation Percentage(s) and Directional Capacity Allocation(s), if any) of the Proposing Owner in the Facilities Proposed for Retirement, the Non-Proposing Owner must give written notice thereof to the Proposing Owner within ninety (90) days of receipt of the Decommissioning Notice. The Owners shall enter into such documentation as each Owner shall reasonably request to document the purchase and sale of the Ownership Interest(s) (and associated Directional Capacity Allocation Percentage(s) and Directional Capacity Allocation(s)), if any, of the Proposing Party in the Facilities Proposed for Retirement, provided that the purchase price of the Ownership Interest(s) (and associated Directional Capacity

Allocation Percentage(s) and Directional Capacity Allocation(s)) of the Proposing Party shall be equal to the Proposing Party's Pro Rata Share (based on its respective Ownership Interest(s), if any, in the Facilities Proposed for Retirement) of the depreciated cost of the Facilities Proposed for Retirement and, in the case of Idaho Falls Power assets, such process and determination is made pursuant to relevant Idaho Code provisions.

8.4 Cooperation.

If the Non-Proposing Owner seeks to purchase and continue the operation of the Facilities Proposed for Retirement, then, at the Non-Proposing Owner's request and expense, the Proposing Owner and the responsible Operator (if the Non-Proposing Owner is not the responsible Operator) will, for a reasonable period of time, cooperate with and use Commercially Reasonable Efforts to assist the Non-Proposing Owner in the continued operation of the Facilities Proposed for Retirement. This Section 8.4 shall survive the expiration or termination of this Agreement pursuant to Section 2.3.

(a) Parties on or before the Effective Date, which the Parties shall review and update annually as necessary.

ARTICLE IX

TRANSMISSION SYSTEMS OPERATION AND MAINTENANCE

9.1 Service Conditions.

(a) Operation and Maintenance. Each Owner shall operate and maintain its Transmission System in a manner consistent with Good Utility Practice, Governmental Requirements, Governmental Authorizations and Reliability Standards; provided, however, that nothing in this Section 9.1(a) shall modify or amend such Party's responsibility as an Operator under this Agreement.

(b) Additional Services. This Article IX is applicable only to the physical interconnection of the Owners' Transmission Systems at the Points of Interconnection and does not obligate either Owner to receive or provide any service. Other services provided by one Owner to the other Owner shall be governed by such other agreements as the Owners may enter into from time to time.

(c) Interruption of Service. The Owners shall use Commercially Reasonable Efforts, consistent with Good Utility Practice, Reliability Standards and Governmental Requirements, to provide a physical interconnection to be operated in continuous synchronization at the Points of Interconnection, provided that an Owner ("Interrupting Owner") may temporarily interrupt or isolate the interconnected facilities under the following circumstances: (i) by operation of automatic equipment installed for power system protection; (ii) after consultation with the other Owner, other than in an emergency situation where consultation is not practicable, when an Owner deems it necessary for installation, maintenance, inspection, repairs or replacements of equipment on its Transmission System; (iii) at any time that, in the sole judgment of the Interrupting Owner, such action is necessary to preserve the integrity of, or to prevent or limit any instability on its Transmission System; (iv) where necessary to comply with documented directives from a Governmental Authority; (v) as a result of one or more events of Force Majeure; or (vi) where

necessary to prevent: (A) death or serious injury to any person; (B) material damage or harm to any property; or (C) any material adverse effect to the security of, or damage to its Transmission System or the electric systems of others to which its Transmission System is directly connected, including the other Owner's Transmission System. An Interrupting Owner shall use Commercially Reasonable Efforts to provide the other Owner (1) with reasonable advance notice of any planned interruption of the interconnection facilities in accordance with the notice requirements set forth in Section 5.2(b), and (2) with notice of any other interruption of the interconnected facilities as soon as practicable after the interruption. If synchronous operation is interrupted, the Owners shall cooperate so as to remove the cause of such interruption as soon as commercially practicable consistent with Good Utility Practice, Reliability Standards and Governmental Requirements.

(d) Physical and Cyber Security. The Operator shall cooperate with the Owners in complying with any physical and cyber security or other security requirement established by Governmental Requirements or Reliability Standards applicable to the Owners and the Transmission Facilities, written notice of which the Owners shall provide to the Operators.

9.2 Survival.

The provisions of this Article IX, together with other provisions of this Agreement (but only to the extent applicable to the surviving provisions of this Article IX), shall continue in full force and effect notwithstanding the termination of this Agreement, provided that in the event of termination of this Agreement, the Parties shall amend this Agreement to reflect such changes to this Agreement as shall be necessary and mutually acceptable to the Parties to conform this Agreement to the surviving provisions of this Agreement in accordance with this Section 9.2.

ARTICLE X **FORCE MAJEURE**

10.1 Force Majeure Defined.

For purposes of this Agreement, "Force Majeure" means an event or circumstance beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure ("Affected Party"), which, despite the exercise of reasonable diligence, cannot be or be caused to be prevented, avoided or removed by such Affected Party including, to the extent satisfying the above requirements, acts of God; earthquake; abnormal weather condition; hurricane; flood; lightning; high winds; drought; peril of the sea; explosion; fire; war (declared or undeclared); military action; sabotage; riot; insurrection; civil unrest or disturbance; acts of terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out that are of an industry or sector-wide nature and that are not directed solely or specifically at the Affected Party; the binding order of any Governmental Authority, provided that the Affected Party has in good faith reasonably considered contesting such order; the failure to act on the part of any Governmental Authority, provided that such action has been timely requested and diligently pursued; unavailability of equipment, supplies or products, but only to the extent caused by Force Majeure; failure of equipment, provided that the equipment has been operated and maintained in accordance with Good Utility Practice; and transportation delays or accidents, but only to the extent otherwise caused by Force Majeure; provided, however, that neither insufficiency of funds, financial inability to perform nor changes in market conditions shall constitute Force Majeure.

10.2 Effect of Force Majeure.

(a) If an Affected Party is rendered wholly or partly unable to perform its obligations under this Agreement or its performance is delayed because of Force Majeure, such Affected Party shall be excused from, and shall not be liable for, whatever performance it is unable to perform or delayed in performing due to the Force Majeure to the extent so affected, provided that:

(i) The Affected Party, as soon as reasonably practical after the commencement of the Force Majeure, gives the other Party prompt written notice thereof, including a description of the particulars of the Force Majeure;

(ii) The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and

(iii) The Affected Party uses Commercially Reasonable Efforts to overcome and remedy its inability to perform as soon as reasonably practical after the commencement of the Force Majeure.

(b) Notwithstanding anything in this Article X to the contrary, no payment obligation arising under this Agreement prior to the date of an event of Force Majeure shall be excused by such event of Force Majeure.

(c) Whenever an Affected Party is required to commence or complete any action within a specified period and is prevented or delayed by Force Majeure from commencing or completing such action within the specified period, such period shall be extended by an amount equal to the duration of such event of Force Majeure occurring or continuing during such period.

ARTICLE XI **EVENTS OF DEFAULT**

11.1 Event of Default.

Each of the following events shall constitute an event of default (“Event of Default”) by the defaulting Party (a “Defaulting Party”):

(a) The failure to make, when due, any payment required pursuant to this Agreement, if such failure is not remedied within thirty (30) days after written notice thereof from the Non-Defaulting Party;

(b) Any representation or warranty made by such Defaulting Party herein is false or misleading in any material respect when made, unless: (i) the fact, circumstance or condition that is the subject of such representation or warranty is made true within thirty (30) days after notice thereof from the Non-Defaulting Party, provided that if the fact, circumstance or condition that is the subject of such representation or warranty reasonably cannot be corrected within such thirty (30) day period, then the Defaulting Party shall have an additional period of time (not to exceed sixty (60) days) in which to correct the fact, circumstance or condition that is the subject of such representation or warranty; and (ii) such cure removes any adverse effect on the

Non-Defaulting Party of such fact, circumstance or condition being otherwise than as first represented, or such fact, circumstance or condition being otherwise than as first represented does not materially adversely affect the Non-Defaulting Party;

(c) A transfer, assignment or other disposition of its interest in this Agreement or its Ownership Interests (or Directional Capacity Allocation Percentages and Directional Capacity Allocations) in the Transmission Facilities, in each case, in violation of Article XVIII;

(d) The failure to perform or breach of its covenants and obligations in Section 3.7;

(e) The failure to perform or breach of any material covenant or obligation set forth in this Agreement (other than provided for in Section 11.1(a), (b), (c), (d) or (e)), if such failure is not remedied within thirty (30) days after written notice thereof from the Non-Defaulting Party, provided that if such failure or breach cannot reasonably be cured within thirty (30) days, then the Defaulting Party shall have an additional period of time (not to exceed ninety (90) days) in which to cure such failure or breach so long as the Defaulting Party commences good faith activities to cure the failure or breach during the initial 30-day cure period and continues to utilize Commercially Reasonable Efforts to effect a cure; or

(f) The Defaulting Party becomes Bankrupt.

11.2 Cure by Non-Defaulting Party.

If a Defaulting Party fails to cure an Event of Default, then the Non-Defaulting Party may, in its sole discretion, attempt to cure the Event of Default, provided that the Defaulting Party shall reimburse the Non-Defaulting Party for all costs and expenses incurred by or on behalf of the Non-Defaulting Party pursuant to this Section 11.2.

11.3 Remedies.

(a) If an Event of Default occurs and is continuing, then the Non-Defaulting Party shall be entitled to exercise any of its remedies at law or in equity, including recovery from the Defaulting Party of any damages suffered as a result of the Event of Default, subject to Section 13.8. The Non-Defaulting Party shall use Commercially Reasonable Efforts to mitigate any damages suffered as a result of the Event of Default.

(b) The Parties acknowledge that the obligations and covenants performed by each Party hereunder are unique and that the Non-Defaulting Party will be irreparably injured should such obligations and covenants not be consummated in accordance with the terms and conditions of this Agreement. Consequently, the Non-Defaulting Party will not have an adequate remedy at law if the other Party shall fail to perform its obligations and covenants hereunder. The Non-Defaulting Party shall have the right, in addition to any other remedy available under this Agreement, to specific performance of the Defaulting Party's obligations and covenants hereunder, and the Parties agree not to take a position in any proceeding arising out of this Agreement to the effect that the Non-Defaulting Party has an adequate remedy at law.

ARTICLE XII
REPRESENTATIONS AND WARRANTIES

12.1 Representations and Warranties of Idaho Falls Power.

Idaho Falls Power represents and warrants to PacifiCorp as of the Execution Date as follows:

(a) It is duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation.

(b) It has all requisite corporate power necessary to own its assets and carry on its business as now being conducted or as proposed to be conducted under this Agreement.

(c) It has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and the execution and delivery of this Agreement and the performance by it of this Agreement have been duly authorized by all necessary corporate action on its part.

(d) The execution and delivery of this Agreement and the performance by it of this Agreement do not: (i) violate its organizational documents; (ii) violate any Governmental Requirements; or (iii) result in a breach of or constitute a default of any material agreement to which it is a party.

(e) This Agreement has been duly and validly executed and delivered by it and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, except as the same may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and by principles of equity regardless of whether such principles are considered in a proceeding at law or in equity.

(f) Except as disclosed in Schedule 13.1(f), all material Governmental Authorizations required by Governmental Requirements to have been obtained by it prior to the date hereof in connection with the due execution and delivery of this Agreement, have been duly obtained or made and are in full force and effect.

12.2 Representations and Warranties of PacifiCorp.

PacifiCorp represents and warrants to Idaho Falls Power as of the Execution Date as follows:

(a) It is duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation.

(b) It has all requisite corporate power necessary to own its assets and carry on its business as now being conducted or as proposed to be conducted under this Agreement.

(c) It has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and the execution and

delivery of this Agreement and the performance by it of this Agreement have been duly authorized by all necessary corporate action on its part.

(d) The execution and delivery of this Agreement and the performance by it of this Agreement do not:

- (i) violate its organizational documents;
- (ii) violate any Governmental Requirements; or
- (iii) result in a breach of or constitute a default of any material agreement to which it is a party.

(e) This Agreement has been duly and validly executed and delivered by it and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, except as the same may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and by principles of equity regardless of whether such principles are considered in a proceeding at law or in equity.

(f) Except as disclosed in Schedule 13.2(f), all material Governmental Authorizations required by Governmental Requirements to have been obtained by it prior to the date hereof in connection with the due execution and delivery of this Agreement, have been duly obtained or made and are in full force and effect.

(g) It is a Qualified Owner.

ARTICLE XIII

INDEMNIFICATION

13.1 Indemnities.

(a) Subject to the provisions of Section 13.3 and Section 13.8, each Owner (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Owner (the "Indemnified Party") and its Representatives, from and against any and all suits, actions, liabilities, legal proceedings, claims, demands, losses, costs and expenses of whatsoever kind or character (including reasonable attorneys' fees and expenses) of third parties (collectively, "Claims"), for injury or death of persons or physical loss of or damage to property of Persons (other than the Indemnified Party and its Representatives) arising from the Indemnifying Party's (including its Representatives'): (i) gross negligence or willful misconduct in connection with the performance of this Agreement; or (ii) failure to perform a material obligation under this Agreement.

(b) In addition to and not in limitation of the indemnity provided in Section 13.1(a), but subject to the provisions of Section 13.3 and Section 13.8, each Owner shall severally and not jointly, in accordance with its applicable Ownership Interest(s), be responsible to the Operator (up to the Owner's applicable Ownership Percentage) for all costs and expenses associated with any and all Claims for injury or death of persons or physical loss of or damage to property of Persons (other than the Indemnified Party and its Representatives), or fines or penalties levied or imposed by Governmental Authorities or other losses incurred by the Indemnified Party

and its Representatives, in each case, arising under or in connection with this Agreement, including in connection with the performance by the Operator of its obligations under this Agreement, except for such Claims or fines or penalties or other losses arising from the Operator's or its Representatives': (i) gross negligence or willful misconduct in connection with the performance of this Agreement; or (ii) failure to perform a material obligation under this Agreement.

(c) Subject to the provisions of Section 13.3 and Section 13.8, the Operator, as Indemnifying Party, shall indemnify, defend and hold harmless each Owner, as Indemnified Party, and its Representatives from and against any and all Claims for injury or death of persons or physical loss of or damage to property of Persons (including the Indemnified Party and its Representatives), or fines or penalties levied or imposed by Governmental Authorities or other Losses incurred by the Indemnified Party and its Representatives, in each case, arising from the Operator's and its Representatives': (i) gross negligence or willful misconduct in connection with the performance of this Agreement; or (ii) failure to perform a material obligation under this Agreement; provided, however, in no event shall the Operator be obligated to indemnify, defend or hold harmless an Owner and its Representatives from and against any such Claims or fines or penalties or Losses to the extent arising from such Owner's or its Representatives': (i) gross negligence or willful misconduct in connection with the performance of this Agreement; or (ii) failure to perform any material obligation under this Agreement.

13.2 Notice and Participation.

(a) If an Indemnified Party intends to seek indemnification under this Article XIII with respect to any Claims, the Indemnified Party shall give the Indemnifying Party prompt written notice of such Claims upon the receipt of actual knowledge or information by the Indemnified Party of any possible Claims or of the commencement of such Claims. The Indemnifying Party shall have no liability under this Article XIII for any Claim for which such notice is not provided, but only to the extent that the failure to give such notice materially impairs the ability of the Indemnifying Party to respond to or to defend the Claim.

(b) The Indemnifying Party shall have the right to assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party; provided, however, that if the defendants in any such proceeding include both the Indemnified Party and the Indemnifying Party, and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are in conflict with those available to the Indemnifying Party and that such conflict materially prejudices the ability of the counsel selected by the Indemnifying Party to represent both Parties, the Indemnified Party shall have the right to select separate counsel reasonably satisfactory to the Indemnifying Party, at the Indemnifying Party's expense, to assert such legal defenses and to otherwise participate in the defense of such Claim on behalf of such Indemnified Party, and the Indemnifying Party shall be responsible for the reasonable fees and expenses of such separate counsel.

(c) Should any Indemnified Party be entitled to indemnification under this Article XIII as a result of a Claim, and should the Indemnifying Party fail to assume the defense of such Claim within a reasonable period of time after the Indemnified Party has provided the Indemnifying Party written notice of such Claim, the Indemnified Party may, at the expense of the

Indemnifying Party, contest or, with or without the prior consent of the Indemnifying Party, settle such Claim.

(d) Except to the extent expressly provided herein, no Indemnified Party shall settle any Claim with respect to which it has sought or is entitled to seek indemnification pursuant to this Article XIII unless: (i) it has obtained the prior written consent of the Indemnifying Party; or (ii) the Indemnifying Party has failed to assume the defense of such Claim within a reasonable period of time after the Indemnified Party has provided the Indemnifying Party written notice of such Claim.

(e) Except to the extent expressly provided otherwise herein, no Indemnifying Party shall settle any Claim with respect to which it may be liable to provide indemnification pursuant to this Section without the prior written consent of the Indemnified Party; provided, however, that if the Indemnifying Party has reached a bona fide settlement agreement with the plaintiff(s) in any such proceeding, which settlement includes a full release of the Indemnified Party for any and all liability with respect to such Claim and does not obligate the Indemnified Party to take or forbear to take any action, and the Indemnified Party does not consent to such settlement agreement, then the dollar amount specified in the settlement agreement, plus the Indemnified Party's reasonable legal fees and other costs related to the defense of the Claim paid or incurred prior to the date of such settlement agreement, shall act as an absolute maximum limit on the indemnification obligation of the Indemnifying Party with respect to the Claim, or portion thereof, that is the subject of such settlement agreement.

13.3 Net Amount.

Subject to the limitation in Section 13.2(e), if applicable, in the event that an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article XIII, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual Claims, fines or penalties or other Losses, as the case may be, net of any insurance or other recovery actually received by the Indemnified Party.

13.4 No Release of Insurers.

The provisions of this Article XIII shall not be deemed or construed to release any insurer from its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.

13.5 Mitigation.

Each Indemnified Party entitled to indemnification hereunder shall use Commercially Reasonable Efforts to mitigate all Claims, fines, penalties or other Losses, as the case may be, after becoming aware of any event which could reasonably be expected to give rise to any Claims, fines, penalties or other Losses, as the case may be, that are indemnifiable or recoverable hereunder or in connection herewith.

13.6 Assertion of Claims.

No Claim of any kind shall be asserted against any Owner or Operator pursuant to this Article XIII, whether arising out of contract, tort (including negligence), strict liability, or any other cause of or form of action, unless it is filed in a court of competent jurisdiction, or a demand for arbitration is made, within the applicable statute of limitations period for such Claim.

13.7 Survival of Obligation.

The duty to indemnify under this Article XIII shall continue in full force and effect notwithstanding the expiration or termination of this Agreement, with respect to any Claim, fine, penalty or other Losses, as the case may be, arising out of an event or condition which occurred or existed prior to such expiration or termination.

13.8 Limitation on Liability.

(a) Notwithstanding any provision in this Agreement to the contrary, neither Party shall be liable under this Agreement in any action at law or in equity, whether based on contract, tort or strict liability or otherwise, for any special, incidental, indirect, exemplary, punitive or consequential damages or losses, including any loss of revenue, income, profits or investment opportunities, loss of the use of equipment, or the cost of temporary equipment or services, provided that any fines or penalties or other Losses levied or imposed by Governmental Authorities shall not be excluded under this Section 13.8(a) as special, incidental, indirect, exemplary, punitive or consequential damages or losses.

(b) Notwithstanding any provision in this Agreement to the contrary, neither Party shall be liable under this Agreement if and to the extent that the Agreement Limiting Liability Among Western Interconnected Systems executed by Idaho Falls Power on August 5, 1985 and by PacifiCorp on August 22, 1973 (the "WIS Agreement") is then in effect between the Parties and expressly limits or precludes such liability. Nothing in this Agreement shall amend or otherwise affect in any way the terms and conditions of or liability of the Parties under the WIS Agreement.

ARTICLE XIV **PROPRIETARY INFORMATION**

14.1 Disclosure of Proprietary Information Limited.

To the extent allowed by Idaho Code Title 74, Chapter 1, any Proprietary Information of a Party (whether in its capacity as Owner or Operator) (the "Transferor") which is disclosed to or otherwise received or obtained by the other Party (whether in its capacity as Owner or Operator) (the "Transferee") incident to this Agreement shall be held in confidence and the Transferee shall not (subject to Sections 14.2, 14.3 and 14.5) publish or otherwise disclose any Proprietary Information of the Transferor to any Person for any reason or purpose whatsoever, or use any Proprietary Information for any purpose other than performance under this Agreement, without the prior written approval of the Transferor, which approval may be granted or withheld by the Transferor in its sole discretion. Without limiting the generality of the foregoing, each Transferee shall observe at a minimum the same safeguards and precautions with regard to the Transferor's

Proprietary Information which the Transferee observes with respect to its own information of the same or similar kind.

14.2 Disclosure by Representatives.

Each Transferee agrees that it will make available Proprietary Information received from a Transferor to its own Representatives only on a need-to-know basis and in compliance with Governmental Requirements, and that all Persons to whom such Proprietary Information is made available will be made aware of the confidential nature of such Proprietary Information, and will be required to agree to hold such Proprietary Information in confidence in accordance with the terms hereof and in compliance with Governmental Requirements.

14.3 Permitted Disclosures.

Notwithstanding anything to the contrary contained in this Article XIV:

(a) A Transferee may provide any Proprietary Information to any Governmental Authority having jurisdiction over or asserting a right to obtain such information, provided that: (i) such Governmental Authority orders or requires that such Proprietary Information be provided; and (ii) unless prohibited from so doing by Governmental Requirements, the Transferee promptly advises the Transferor of any request for such information by such Governmental Authority and cooperates in giving the Transferor an opportunity to present objections, requests for limitation, and/or requests for confidentiality or other restrictions on disclosure or access, to such Governmental Authority.

(b) A Transferee may, to the extent required, disclose Proprietary Information to any Governmental Authority in connection with the application for any Governmental Authorization; provided that unless prohibited from so doing by Governmental Requirements, the Transferee shall provide the Transferor prior written advance notice of such disclosure and the Proprietary Information that is to be disclosed.

(c) A Transferee may disclose such Proprietary Information regarding the existence and terms of this Agreement as such Transferee deems necessary to enable it to comply with the Securities Exchange Act of 1934, or the rules, regulations and forms of the Securities and Exchange Commission, issued thereunder or the applicable rules of any stock exchange, or as otherwise required by Governmental Requirements.

(d) A Transferee may disclose Proprietary Information when it believes, in good faith, such a disclosure is required by Idaho Code Title 74, Chapter 1. A Transferee shall as soon as possible advise the Transferor of any request for such information made under Idaho Code Title 74, Chapter 1.

14.4 Injunctive Relief.

In the event of a breach or threatened breach of the provisions of this Article XIV by any Transferee, the Transferor shall be entitled to an injunction restraining the Transferee from such breach or threatened breach. Nothing contained herein shall be construed as prohibiting the

Transferor from pursuing any other remedies available at law or equity for such breach or threatened breach of this Agreement.

14.5 Publicity.

Any public relations matters, including public announcements and press releases or similar publicity, arising out of or in connection with the terms of this Agreement or the transactions contemplated herein, shall be coordinated and agreed to between the Parties prior to said announcement or release.

14.6 Proprietary Information Defined.

For purposes of this Agreement, “Proprietary Information” means all information, written or oral, which has been or is disclosed by the Transferor, or by any Representative of the Transferor, or which otherwise becomes known to the Transferee, or to any Representative of such Transferee, or any other party in a confidential relationship with, the Transferee, in each case, incident to this Agreement, and which: (a) relates to matters such as patents, trade secrets, research and development activities, draft or final contracts or other business arrangements, books and records, budgets, cost estimates, pro forma calculations, engineering work product, environmental compliance, vendor lists, suppliers, manufacturing processes, energy consumption, pricing information, private processes, and other similar information, as they may exist from time to time; (b) and the Transferor expressly designates in writing to be confidential, provided that “Proprietary Information” shall exclude information falling into any of the following categories:

(i) Information that, at the time of disclosure hereunder, is in the public domain, other than information that entered the public domain by breach of this Agreement by Transferee or any of its Representatives;

(ii) Information that, after disclosure hereunder, enters the public domain, other than information that enters the public domain by breach of this Agreement by Transferee or any of its Representatives;

(iii) Information, other than that obtained from third-parties, that prior to disclosure hereunder, was already in Transferee’s possession, either without limitation on disclosure to others or subsequently becoming free of such limitation;

(iv) Information obtained by Transferee from a third-party having an independent right to disclose the information; or

(v) Information that is available through independent research without use of or access to the Proprietary Information.

14.7 Survival.

The provisions of this Article XIV shall continue in full force and effect during the Term and for a period of two (2) years thereafter, notwithstanding the termination of this Agreement, with respect to any Proprietary Information obtained by any Transferee prior to such termination.

ARTICLE XV

TAXES

15.1 No Partnership.

Nothing in this Agreement shall be deemed to create or constitute a partnership, joint venture or association between the Owners. Each Owner agrees and covenants that it shall not take or omit to take any action or reporting position with any Governmental Authority contrary to this Section 15.1.

15.2 761 Election.

The Owners intend that, as tenants in common and owners of undivided Ownership Interests, for United States income tax purposes the Owners shall elect in accordance with the provisions of section 761 of the Internal Revenue Code of 1986, as amended (“Code”), and the applicable income tax regulations thereunder (“Regulations”), to be excluded from all of the provisions of Subchapter K of the Code upon the first occasion in which such election may be filed under these Regulations and that, if such election is not filed, this Agreement shall constitute an election under Regulations section 1.761-2(b)(2)(ii) to be excluded from all of the provisions of Subchapter K of the Code and the applicable Regulations, beginning with the first year of the creation of the tenancy in common as contemplated by this Agreement and that no Owner shall object to any such election.

15.3 Responsibility for Taxes.

It is the intent of the Owners that so far as possible, each Owner, if subject to Governmental Requirements, shall separately report, promptly and timely file returns with respect to, be responsible for and pay all property, income, franchise, business, or other taxes or fees (“Taxes”), arising out of its Ownership Interests and the matters contemplated by this Agreement, that such Taxes shall be separately levied and assessed against each Owner severally and that each Owner shall be solely responsible for and shall pay all such Taxes so levied and assessed against it without any responsibility of the other Owner with respect thereto and without the amounts thereof being paid and apportioned between the Owners under this Agreement. To the extent that Taxes (such as property, payroll, sales and use Taxes) may be levied or assessed against the Transmission Facilities, their operation or the Owners in such a manner as to make impossible the carrying out of the foregoing provisions of this Section 15.3, then either Operator shall report, file returns with respect to and pay such Taxes and each Owner shall immediately reimburse such Operator for each such Owner’s Pro Rata Share (based on its applicable Ownership Interest(s)) of such Taxes; provided, however, that sales and use tax included in Other Costs or in the Monthly Transmission Facilities O&M Charge shall be recovered by the Operator pursuant to Section 4.7. Operator shall not have any obligation to contest or to seek refund of such Taxes; provided, however, that each Operator may, by its personnel or counsel of its selection, pursue such administrative or court proceedings as the Operator may determine. Each Owner shall on request pay to the Operator such Owner’s Pro Rata Share (based on its applicable Ownership Interest(s)) of the costs of such proceedings and shall share in any savings resulting from such proceedings in the same proportion. Each Owner agrees to cooperate with the other Owner with respect to reasonable requests for information or other matters with respect to Taxes. The Parties recognize and agree that Idaho

Falls Power, as a Governmental Authority, may not be subject to certain taxes as directly assessed under applicable Governmental Requirements.

15.4 Tax Indemnification.

Each Owner (the “Tax Indemnifying Party”) shall indemnify and hold harmless the other Owner (the “Tax Indemnitee Party”), on an after-tax basis, from and against any Taxes (including any interest or penalties) imposed on such Tax Indemnitee Party or the Transmission Facilities or any part thereof, to the extent such Taxes are the responsibility of the Tax Indemnifying Party pursuant to this Article XV and, in the case of Idaho Falls Power, to the extent allowed by the Idaho Code.

15.5 Determination of Depreciation and Other Matters.

Each Owner shall determine the basis and method it will use for purposes of depreciation and other matters where investment of the Transmission Facilities is relevant.

ARTICLE XVI **DISPUTES**

16.1 Exclusive Procedure.

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, interpretation, termination, performance or validity of this Agreement (each, a “Dispute”) shall be resolved pursuant to the procedures of this Article XVI.

16.2 Dispute Notices.

If a Dispute arises between the Parties, then either Party may provide written notice thereof to the other Party, including a detailed description of the subject matter of the Dispute (the “Dispute Notice”). Any Party may seek a preliminary injunction or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo, in which case the Parties nonetheless will continue to pursue resolution of the Dispute pursuant to this Article XVI.

16.3 Informal Dispute Resolution.

(a) The Parties shall make a good faith effort to resolve any Dispute by prompt negotiations between the Party’s representative so designated in writing to the other Party (each a “Manager”). If the Managers are not able to resolve the Dispute within thirty (30) days after the date of the Dispute Notice, then they shall refer the matter to the designated senior officers of their respective companies (the “Executive(s)”), who shall have authority to settle the Dispute. If the Executives are not able to resolve the Dispute within sixty (60) days after the date of the Dispute Notice, then the Dispute shall be resolved pursuant to Section 16.4.

(b) All negotiations, communications and writings exchanged between the Parties pursuant to this Article XVII shall be treated and maintained as Proprietary Information, shall be treated as compromise and settlement negotiations for purposes of the federal and state rules of evidence, and shall not be used or referred to in any subsequent adjudicatory process

between the Parties, including at FERC, either with respect to the current Dispute or any future Dispute between the Parties.

16.4 Submission of Dispute to FERC or Approved Courts.

If a Dispute cannot be settled amicably between the Parties pursuant to Section 16.3, then any Party may, in its sole discretion, within one (1) year after the conclusion of the time period for informal dispute resolution specified in Section 16.3, submit such Dispute (a) to FERC or (b) to the jurisdiction of the state courts situated in the State of Idaho or the United States District Court for the District of Idaho (the “Approved Courts”). Each of the Parties, in its capacity as an Owner and Operator, consents to and accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the Approved Courts and appellate courts from any appeal thereof, and irrevocably waives any objection which it may now or hereafter have to the jurisdiction of the Approved Courts. Each of the Parties, in its capacity as an Owner and Operator, further irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any suit, proceeding or other action brought pursuant to this Article XVI in any of the Approved Courts, and irrevocably waives, to the fullest extent permitted by law, and agrees not to plead or claim in any such Approved Court that any suit, proceeding or other action brought therein has been brought in an inconvenient forum.

16.5 Continued Performance.

During the pendency of any Dispute, each Party shall continue to perform all of its respective obligations under this Agreement.

ARTICLE XVII **ASSIGNMENT**

17.1 Prohibited Transfers and Assignments.

Neither Party shall have the right to transfer, assign, sell or otherwise dispose of (collectively, “Transfer”), in whole or in part, its interest in this Agreement, including its rights, duties and obligations hereunder, nor to Transfer, in whole or in part, its Ownership Interests (or Directional Capacity Allocation Percentages and Directional Capacity Allocations) in the Transmission Facilities, except as permitted under this Article XVII.

17.2 Permitted Assignments and Transfers.

Subject to Section 17.3, the restrictions set forth in Section 17.1 shall not restrict:

(a) Dispositions and sales of equipment or facilities by Operator incident to renewals or replacements of the Transmission Facilities; and

(b) The right of an Owner to subject any of its Ownership Interests (or Directional Capacity Allocation Percentages and Directional Capacity Allocations) to the lien of any mortgage upon all or a portion of its own physical electric utility property or to otherwise collaterally assign its rights and obligations in this Agreement to a lender or other person providing financing to the Owner; and

(c) The right of an Owner to Transfer voluntarily all of its Ownership Interests (and Directional Capacity Allocation Percentages and Directional Capacity Allocations) and all of its rights and obligations in this Agreement (including as part of such Transfer, all of its rights and obligations in this Agreement as an Operator) in connection with any sale, merger or other transfer of substantially all of such Owner's electric transmission facilities as an operating entity; provided, however, that the effectiveness of such Transfer shall be conditioned upon the transferee: (i) agreeing in writing, in form and substance reasonably satisfactory to the other Owner, to assume all of the rights and obligations of the transferring Owner (including, all of its rights and obligations in this Agreement as an Operator) as of the transfer date; and (ii) qualifying as a Qualified Owner, if applicable, on the transfer date; and

(d) The right of an Owner to Transfer voluntarily all of its Ownership Interests (and Directional Capacity Allocation Percentages and Directional Capacity Allocations) and all of its rights and obligations in this Agreement (including as part of such Transfer, all of its rights and obligations in this Agreement as an Operator) to an Affiliate of such Owner which owns all or substantially all of the transmission facilities of such Owner; provided, however, that the effectiveness of such Transfer shall be conditioned upon the transferee: (i) agreeing in writing, in form and substance reasonably satisfactory to the other Owner, to assume all of the rights and obligations of the transferring Owner (including, all of its rights and obligations in this Agreement as an Operator) as of the transfer date; and (ii) qualifying as a Qualified Owner, if applicable, on the transfer date; and

(e) The right of any Owner to Transfer voluntarily all of its Ownership Interests (and Directional Capacity Allocation Percentages and Directional Capacity Allocations) and all of its rights and obligations in this Agreement (including as part of such Transfer, all of its rights and obligations in this Agreement as an Operator) to a third party; provided that: (i) the other Owner, in its sole discretion, approves such Transfer and approves the third-party purchaser as having demonstrated that it is financially and technically capable of performing the transferring Owner's (and Operator's) obligations under this Agreement; and (ii) to the extent allowed by the Idaho Code, in the case of Idaho Falls Power assets, the other Owner is offered the right of first refusal to purchase all of such Ownership Interests (and Directional Capacity Allocation Percentages and Directional Capacity Allocations) and all of the transferring Owner's rights and obligations in this Agreement (including as part of such Transfer, all of its rights and obligations in this Agreement as an Operator), on terms no less favorable than those offered to such proposed third-party purchaser; provided, however, that the effectiveness of such Transfer shall be conditioned upon the third-party purchaser: (A) agreeing in writing, in form and substance reasonably satisfactory to the other Owner, to assume all of the rights and obligations of the transferring Owner (including as part of such Transfer, all of its rights and obligations in this Agreement as an Operator) as of the transfer date; and (B) qualifying as a Qualified Owner, if applicable, on the transfer date; and (C) in the case of Idaho Falls Power assets, all parties and third-party purchasers have complied with applicable Idaho Code processes and provisions; and

(f) The right of an Owner to post, sell or make available for scheduling transmission capacity or schedule energy in accordance with Sections 3.2(b) and 3.2(c), unless otherwise mutually agreed to in writing in advance by the other Owner; and

(g) Idaho Falls Power shall be permitted to assign this Agreement and to assign and transfer its interest in the Transmission Facilities to the Idaho Energy Resources Authority ("IERA") for financing purposes; provided that (i) Idaho Falls Power shall provide reasonable advance notice of such assignment to PacifiCorp, (ii) IERA shall agree in writing to be bound by all of the obligations of Idaho Falls Power under this Agreement, (iii) IERA shall appoint Idaho Falls Power as its agent for the performance of all of its obligations under this Agreement, (iv) the debt obligations issued by IERA to finance Idaho Falls Power's interest in the Transmission Facilities shall be scheduled to mature not more than twenty-five (25) years after their issuance, and (v) upon the final and full retirement of such debt obligations, IERA shall transfer all of its interest in the Transmission Facilities and this Agreement to Idaho Falls Power. IERA shall have the right to mortgage its interest in the Transmission Facilities to secure such debt obligations, and any mortgagee or subsequent transferee shall have the right to succeed to the interests of IERA and Idaho Falls Power hereunder in the event of a default under such debt obligations and shall be bound by the terms and provisions of this Agreement, provided that, prior to any such mortgagee or transferee exercising any right to foreclose its interest in the Transmission Facilities or any portion thereof, PacifiCorp shall have the right to purchase the Transmission Facilities (or portion thereof) at the fair market value of the property for which foreclosure is being sought, if such purchase complies with applicable Idaho Code process and provisions.

17.3 FERC Approval.

Any Transfer pursuant to Section 17.2 that is subject to FERC approval shall not take effect until FERC has approved such Transfer and has made it effective.

ARTICLE XVIII **DISTRIBUTION FACILITIES**

18.1 Location of future Distribution Facilities.

If Distribution Facilities are attached or will be attached to the Transmission Facilities, the Owners agree that location of Distribution Facilities will be determined by whose service territory the Distribution Facilities are located. Where the service territory demarcation is unclear the Owners will determine and document the demarcation point of service territory boundary as it relates to the Transmission line. If changes in service territory occur the owners will determine the new boundary point as it relates to the Transmission line. Distribution lines attached to the transmission structures as part of the construction phase of the Project shall remain in their initial position regardless of each party's service territory. Should both Owners desire Distribution Facilities on the same structures, location (upper or lower position) shall be determined by the number of customers needing to be individually served by the Distribution Feeder.

MISCELLANEOUS

18.2 Notices.

(a) Any notice, demand, request or other communication required or permitted to be given pursuant to this Agreement shall be in writing and signed by the Owner or Operator giving such notice, demand, request or other communication and shall be hand delivered or sent by certified mail, return receipt requested, or overnight courier to the other Owner and/or Operator at the address set forth below:

If to Idaho Falls Power:	Idaho Falls Power General Manager P.O. Box 50220 Idaho Falls, ID 83405
--------------------------	---

With a copy to:	Idaho Falls Power Compliance Manager P.O. Box 50220 Idaho Falls, ID 83405
-----------------	--

If to PacifiCorp:	PacifiCorp
-------------------	------------

With a copy to:	PacifiCorp
-----------------	------------

(b) Each Party shall have the right to change the place to which any notice, demand, request or other communication shall be sent or delivered by similar notice sent in like manner to the other Party. The effective date of any notice, demand, request or other communication issued pursuant to this Agreement shall be when: (i) delivered to the address of the Party personally, by messenger, by a nationally or internationally recognized overnight delivery service or otherwise; or (ii) received or rejected by the Party, if sent by certified mail, return receipt requested, in each case, addressed to the Party at its address and marked to the attention of the person designated above (or to such other address or person as a Party may designate by notice to the other Party effective as of the date of receipt by the other Party).

18.3 Parties Bound.

This Agreement shall be binding upon each of the Parties and their respective successors and permitted assigns.

18.4 Amendments.

(a) Except as otherwise provided in Section 19.3(c), this Agreement may not be amended, supplemented or otherwise modified, other than pursuant to an instrument in writing executed by the Parties.

(b) Absent agreement of both Parties to the proposed change and except as otherwise provided in Section 19.3(c), the standard of review for changes to this Agreement proposed by a Party, or FERC acting *sua sponte*, shall be the “public interest” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956); provided that the standard of review for any modification to this Agreement requested by non-contracting third parties shall be the most stringent standard permissible under then-applicable Governmental Requirements.

(c) Nothing contained in this Agreement shall be construed as affecting in any way the right of either Party to unilaterally make application to FERC under Section 205 or Section 206 of the Federal Power Act for a change in the charges set forth in this Agreement. It is the intent of the Parties that the standard of review that FERC will apply to any such unilateral application shall be the just and reasonable standard of review rather than the “public interest” standard of review.

(d) An amendment that is subject to FERC approval shall not take effect until FERC has accepted such amendment for filing and has made it effective.

18.5 Waivers.

No waiver by any Party of any one or more breaches or defaults by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other breaches or defaults whether of a like kind or different nature. Any delay, less than any applicable statutory period of limitations, in asserting or enforcing any rights under this Agreement shall not be deemed a waiver of such rights. Failure of any Party to enforce any provisions hereof shall not be construed to waive such provision, or to affect the validity of this Agreement or any part thereof, or the right of the other Party thereafter to enforce each and every provision thereof.

18.6 Choice of Law.

(a) This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy arising out of this Agreement (whether based on contract, tort, or any other theory), including all matters of construction, validity, effect, performance and remedies with respect to this Agreement, shall be governed by and interpreted, construed, and determined in accordance with, the laws of the State of Idaho (regardless of the laws that might otherwise govern under applicable principles of conflicts of law).

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

18.7 Headings.

Article and Section headings used in this Agreement (including headings used in any Exhibits or Schedules attached hereto) are for convenience of reference only and shall not affect the construction of this Agreement.

18.8 Relationship of Parties.

The covenants, obligations, and liabilities of the Owners are intended to be several and not joint or collective, and nothing herein contained shall be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation or liability on or with regard to any of the Owners. Each Owner shall be individually responsible for its own covenants, obligations and liability as herein provided. No Owner shall be under the control of, or shall be deemed to control, the other Owner. Neither Owner shall have the right or power to bind the other Owner without its express written consent.

18.9 Severability.

In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the Parties. The Parties further agree to replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such illegal, void or unenforceable provision.

18.10 No Third Party Beneficiaries.

Nothing expressed or implied in this Agreement is intended to nor shall be construed to confer upon or give to any Person (other than the Parties) any rights or remedies under or by reason of this Agreement or any transaction contemplated herein.

18.11 Further Assurances.

Each Party agrees to execute and deliver from time to time such additional documents, and take such additional actions, as may be reasonably required by the other Party to give effect to the purposes and intent hereof.

18.12 Conflict of Interest.

Nothing in this Agreement shall prohibit any Party from engaging in or possessing any interest in other projects or business ventures of any nature and description, independently or with others.

18.13 Exhibits.

The Exhibits and Schedules to this Agreement are identified as follows, and are incorporated herein by this reference:

Exhibit A

Exhibit B

18.14 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be original, and all of which together shall constitute one agreement. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original. At the request of either Party, the other Party will confirm electronically transmitted signatures by signing an original document.

18.15 Entire Agreement.

This Agreement and the Exhibits and Schedules attached hereto, and the other documents between the Parties referenced herein constitute the entire agreement between the Parties and supersede all prior agreements and understandings, whether oral and written, between the Parties with respect to the subject matter hereof. There are no oral understandings, terms or conditions and the Parties have not relied upon any representation or warranty, expressed or implied, not contained in this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Parties has caused its duly authorized representative to execute this Joint Ownership and Operating Agreement as of the date first above written.

**PACIFICORP,
AS OWNER AND OPERATOR**

By: _____

Name: _____

Title: _____

**IDAHO FALLS POWER,
AS OWNER AND OPERATOR**

By: _____

Rebecca L. Noah Casper, Ph.D.

Name: _____

Title: Mayor, City of Idaho Falls, Idaho



Memorandum

File #: 21-260

City Council Meeting

FROM: Pam Alexander, Municipal Services Director

DATE: Monday, September 27, 2021

DEPARTMENT: Parks & Recreation

Subject

Bid IF-21-29, Humidification Replacement Project for Wes Deist Aquatic Center

Council Action Desired

☐ Ordinance

☐ Resolution

☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the bid received from Alan Clark Construction of Idaho Falls for a total of \$840,148.00 and authorize a general fund transfer of the Heritage Park savings (from power pole installation) to proceed with the project (or take other action deemed appropriate).

Description, Background Information & Purpose

The Wes Deist Aquatic Center was built in 1986. On June 16, 2020, city staff and consultants with expertise in aquatic architecture, structure, mechanics, and electrical needs performed a formal facility assessment of the Wes Deist Aquatic Center. The assessment yielded several recommendations. The first recommendation included the repair and upgrade of the facility's natatorium, ductwork, electrical safety standards, and mechanical configuration. During the 2020/21 budget process, the repair and upgrade of the Aquatics Center was a top funding priority and therefore received budgetary approval for one-time project funding in the amount of \$1,018,000.00. The replacement dehumidification system was included in the approved project and already was approved for purchase by the City Council on May 13, 2021, for \$293,275.00. The replacement dehumidification system is scheduled to arrive in Idaho Falls the second week of November.

Alignment with City & Department Planning Objectives

The replacement of the Aquatic Center's dehumidification system supports the reliable public infrastructure and livable community-oriented results by maintaining public infrastructure to ensure accessible recreation activities for our residents.

Interdepartmental Coordination

This is a multi-department project supported by Municipal Services and Parks and Recreation departments.

Fiscal Impact

The costs and appropriations for this project are discussed extensively elsewhere in this memo.

Legal Review

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

Bid Tabulation for Idaho Falls Aquatic Center – IF-21-29 – Humidification Replacement

Bid Opening September 21, 2021 2:00 PM local time

<u>Bidder’s Name</u>	Alan Clark Construction Idaho Falls, ID								
<u>Addendum</u>	Yes								
<u>Public Works License – Yes/ No</u>	Yes								
<u>5% Bid Bond Included – Yes / No</u>	Yes								
<u>Base Bid Amount</u>	\$742,875.00								
<u>Alternate 1 (Automatic Sliders)</u>	\$31,148.00								
<u>Alternate 2 (South ductwork)</u>	\$52,325.00								
<u>Alternate 3 (Digital Direct Control)</u>	\$13,800.00								
<u>Lump Sum Total With Alternates</u>	\$840,148.00								

Specialty Contractors

Plumbing: KO Plumbing – Idaho Falls, ID

Heating/Air: B&S Boiler – Idaho Falls, ID

Electrical: Rocky Mountain Electric – Idaho Falls, ID

IF-21-29

Humidification
Replacement Project
Wes Deist Aquatic Center

149 7th Street
Idaho Falls, ID

August 2021



AKM Architecture, P.A.
379 "A" Street
Idaho Falls, ID 83402

CONSULTANTS

ARCHITECT

AKM Architecture, P.A.
379 A Street
Idaho Falls, ID 83402
Tel: 208/522-4030
Fax: 208/522-3020
Contact: Roxane L. Mitro
E-mail: rox@akm-arch.net

MECHANICAL

Musgrove Engineering, P.A.
234 S. Whisperwood Way
Boise, ID 83709
Tel: 208/384-0585
Fax: 208/384-0765
Contact: Bill Carter, P.E. or Eric Terada, P.E.
E-mail: billc@musgrovepa.com / erict@musgrovepa.com

ELECTRICAL

Musgrove Engineering, P.A.
382 Walnut
Idaho Falls, ID 83402
Tel: 208/523-2862
Fax: 208/523-2864
Contact: Matt Bradley
E-mail: mattb@musgrovepa.com

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Fax Transmittal

To: *Post Register, Attn Legal Dept.*
Fax No.: 529-3142
From: *City of Idaho Falls Purch. Dept.*
Phone No. 612-8433

ADVERTISEMENT FOR BIDS

INVITATION TO BID NUMBER: **IF - 21 – 29**
CITY OF IDAHO FALLS, IDAHO

Sealed proposals for furnishing **Dehumidification Replacement Project** for the **Idaho Falls West Deist Aquatic Center** as described on “Specifications and Drawings” for the City of Idaho Falls will be received at the office of the Purchasing Agent, 308 Constitution Way, Idaho Falls, Idaho until 11:00 AM Local Prevailing Time, on the 14th day of September 2021, and then will be publicly opened and read.

Bid Form may be obtained from the office of the Purchasing Agent or from the City’s website:

<http://www.idahofallsidaho.gov/Bids.aspx>

The City of Idaho Falls reserves the right to reject any or all bids.

Dated this 30th day of August 2021.

City of Idaho Falls

By _____
Krista Thornton
Purchasing Agent

Publish: September 1, 2021
September 8, 2021

Please Mail Proof of Publication to: City of Idaho Falls
Purchasing Agent
PO Box 50220
Idaho Falls, ID 83405-0220

CITY OF IDAHO FALLS

INSTRUCTION TO BIDDERS

Invitation to Bid Number: IF - 21 - 29

INVITATION:

Sealed proposals for furnishing **Dehumidification Replacement Project** for the Idaho Falls Wes Deist Aquatic Center as described on "Specifications and Drawings" will be received at the Office of the Purchasing Agent, 308 Constitution Way, Idaho Falls, Idaho 83402 until **11:00 AM** on the **14th day of September 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:

Bidder's Name	<u>Mailing Address</u>	OR	<u>Special Delivery</u>
Invitation to Bid Number: <u>IF - 21 - 29</u>	City of Idaho Falls		City of Idaho Falls
Date: <u>September 14, 2021</u>	Purchasing Division		Purchasing Division
Time: <u>11:00 AM</u>	PO Box 50220		308 Constitution Way
	Idaho Falls, ID 83405		Idaho Falls, ID 83402

PREFERENCE FOR IDAHO DOMICILED BIDDERS:

In determining the lowest responsible bidder, the City shall consider the preferences for Idaho domiciled public works contractors and Idaho suppliers for purchases as provided in Idaho Code Sections 67-2348 and 67-2349, as currently in force and subsequently amended. The law requires providing a reciprocal preference for Idaho domiciled bidders on purchases of materials, supplies or equipment. The law and any applicable percentage preference is ONLY applicable to bidders domiciled in a state granting THEIR in state bidders a preference law or a reciprocal preference law. It is not applicable to domiciled bidders in states without a preference law or a reciprocal preference law. Bidder shall indicate on the signature page, in the space provided, the bidder's state of domicile. If a bidder is domiciled outside the State of Idaho and desires to be considered as an Idaho domiciled bidder, he shall indicate this on the signature page, in the space provided.

If the bidder indicates that he is domiciled outside the State of Idaho and that he desires to be considered as an Idaho domiciled bidder, he shall provide information with the bid sufficient to establish a significant Idaho economic presence as defined in Idaho Code Section 67-2349, as currently in force and subsequently amended. Proposals received without this information will be considered invalid. If the bidder is domiciled in a state with a bid preference penalty, the bidder shall provide information with the bid concerning the bidder's state of domicile, the amount of the bid preference penalty in his state and a copy of the applicable code section with respect thereto. Failure to provide such information may result in rejection of the bid.

INVITATION TO BID
NUMBER: IF-21-29
INSTRUCTION TO BIDDERS

BASIS OF AWARD:

The award of the bid will be made to the responsible bidder submitting the responsive bid for replacement and repair project which will best serve the interest and requirements of the City of Idaho Falls. The proposals will be evaluated for compliance with the specification and drawings furnished by the City of Idaho Falls. The contract will be awarded to the bidder submitting the lowest responsive bid based upon the bid evaluation method set forth in the paragraph entitled "BID EVALUATION". In the Bid Evaluation the City of Idaho Falls reserves the right to consider the proposal on the basis of the lowest total cost and delivery date to the City of Idaho Falls as needed dependent on delivery date options.

BID IRREGULARITIES:

If the proposal form furnished is not used or is altered or if there are unauthorized additions, conditional bids, or irregularities of any kind, which make the proposal incomplete, indefinite, irregular, or ambiguous; the proposal may be rejected. Proposals received without the signature of a Company representative under the heading ****BID PROPOSAL SIGNATURE**** will be considered invalid. The City of Idaho Falls reserves the right to accept or reject any or all proposals, to waive any or all proposals, to waive any informalities and irregularities in said proposals, and to accept individual bid items.

TERM OF BID AND BID AWARD:

The Bidder's proposal shall remain in effect for a period of 60 working days after the bid opening. If awarded the Bid, the successful Bidder will comply with the terms and conditions of the Bid Documents and subsequent Purchase Orders through the period of time as listed above. The City of Idaho Falls reserves the right to purchase any or all of the items as listed.

The City of Idaho Falls along with any other government public entity reserves the right to purchase additional unit(s) and/or item(s) per this bid proposal at a later date should the need arise and if the seller agrees to same pricing.

BID EVALUATION:

General Contractor shall bid and price all items for bid to be valid. Evaluation for award will be made according to **price and delivery date**.

DISCLAIMER:

The City of Idaho Falls reserves the right to accept or reject any or all proposals, to waive any or all proposals, to waive any informalities and irregularities in said proposals, and to accept individual bid items.

INVITATION TO BID
NUMBER: IF-21-28

CERTIFICATE OF ELIGIBILITY

(Please fill out the top or bottom portion of this document, whichever is applicable)

_____, represented by _____ represents that:
(Bidder) (Representative's Name)

- 1) For the purposes of this certificate, the term "Ineligible Person" shall mean any officer, agent or employee of the City of Idaho Falls, and the spouse and any member of the household of such officer, agent or employee. The term "Ineligible Entity" shall mean any corporation, partnership, trust, association, sole proprietorship or organization of any kind in which an Ineligible Person holds any pecuniary or ownership interest of any kind or which employs an Ineligible Person.
- 2) Bidder is not an Ineligible Person or Ineligible Entity.
- 3) No Ineligible Person or Ineligible Entity has an interest of any kind in the abovementioned Bidder, nor will any Ineligible Person nor Ineligible Entity receive any consideration or benefit of any kind on account of the above-referenced project or purchase.
- 4) To the best of my knowledge no Ineligible Person or Ineligible Entity has any interest in the above-referenced project or purchase, which is prohibited.
- 5) I am over eighteen (18) years of age, have personal knowledge of the foregoing and would so testify if called upon in a court of law.

Dated the _____ day of _____, 20____.

BIDDER

Representative's Signature

Bidder

If you are unable to sign the above Certificate of Eligibility, you may, depending upon the circumstances, still be eligible to carry out this contract (PO). In order to receive such consideration, please explain the reasons why you are unable to execute the Certificate of Eligibility.

Dated the _____ day of _____, 20____.

BIDDER

Representative's Signature

Bidder

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

as Principal, hereinafter called the Bidder, and

as Surety, hereinafter called Surety, are held and firmly bound unto **City of Idaho Falls, P.O. Box 50220, Idaho Falls, Idaho 83405** as Obligee, hereinafter called Owner, in the penal sum of

_____ Dollars (\$ _____),
lawful money of the United States, for the payment whereof Bidder and Surety herewith bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid for the proposed construction project,
DEHUMIDIFICATION REPLACEMENT PROJECT TO THE WES DEIST AQUATIC CENTER dated the ____ day of _____, 20__.

NOW THEREFORE, if the Bidder shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified within thirty (30) days after the said opening and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Bidder shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

CORPORATION SIGNATURE

(SEAL) _____
(Corporation)

(Signature of Officer)

(Title)

ATTEST: _____
(Secretary)

(Complete Business Address)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____,
Secretary of the Corporation named as Bidder in the within bond; that _____
_____, who signed the said bond on behalf of the Bidder
was then _____ of said corporation; that I
know his signature, and his signature thereto is genuine; and that said bond was duly
signed, sealed, and attested to for and in behalf of said corporation by his governing
body.

(SEAL) _____
(Signature)

(Title)

SOLE PROPRIETOR OF PARTNERSHIP SIGNATURE

(Signature) _____
(Title)

(Signature) _____
(Title)

(Signature) _____
(Title)

(Complete Business Address)

IF SURETY IS PROVIDING A BID BOND THIS SECTION MUST BE COMPLETED

SURETY SIGNATURE

(Surety)

(SEAL) _____
(Signature of Representative)

(Title/Attorney-in-Fact)

ATTEST: _____
(Signature)

Attorney-in-Fact, State of _____

Power-of-Attorney for person signing for Surety Company must be attached to bond.

PROPOSAL

TITLE

City of Idaho Falls, ID

To: the City Purchasing Agent
City of Idaho Falls, Idaho
Idaho Falls, Idaho

Having carefully examined the Advertisement for Bids, Information for Bidders, Form of Contract Agreement, Performance Bond, Payment Bond, General conditions for the Contract, Supplementary General Conditions and the Complete Plans and detailed Specifications in connection with **DEHUMIDIFICATION REPLACEMENT PROJECT**, and incidental work, for the City of Idaho Falls, Idaho, at Idaho Falls, Idaho as well as the premises and conditions affecting the work, the undersigned hereby proposes to undertake and complete the work embraced in this improvement by furnishing all materials, labor, tools and equipment , etc., as required in accordance with the aforementioned documents prepared by:

Contractor _____

Address _____

under the observation of the Architects according to the schedule of bid prices given in the Bid Proposal.

An Agreement shall be executed by the City of Idaho Falls, on the above work and named compensation on the form provided by the Architects.

Attached hereto is a guaranty of five percent (5%) of this bid offered in conformance with the Information for Bidders.

The undersigned agrees, if awarded the Contract, to execute and deliver to you within ten (10) days after having been given notice of the award, a satisfactory Performance Bond and Payment Bond in the form provided in the Specifications in the penal sum of not less than the amount of the Contract to guarantee the performance of the Contract and the prompt payment of all obligations thereunder. The bidder also agrees to commence work within ten (10) days after receipt of Notice to Proceed.

The City of Idaho Falls reserves the right to reject any or all bids and to waive informalities.

Pursuant to the requirements of the Idaho Session Laws of 1953, Idaho Code Section 67-2310, the names and addresses of subcontractors to whom work will be awarded are subject to the approval of the Owner and the Architects, if the undersigned is awarded the Contract.

NOTE: The Bidder shall be solely responsible for completing **ALL SPACES BELOW:**

1. A Bid Bond or Cashier's Check in the amount of five percent (5%) of the Base Bid is enclosed as a guaranty of this bid. _____ Yes
2. The undersigned agrees, if awarded the Contract, that he will commence work under the Contract on the date to be specified in writing by the Architects and shall fully complete all the work thereunder within **126** calendar days thereafter.
3. The Bidder shall sign a Contract containing a liquidated damages clause and other requirements as stated by law, hereby the liquidated damage shall not exceed **Nine Hundred No/100 Dollars (\$900.00)** per each calendar day's delay over the time specified for completion of the contract.
4. The undersigned notifies that he is of this date duly licensed as a Public Works Contractor and further that he possesses an Idaho Public Works Contractor's License No. _____, and is domiciled in the State of _____.
5. Executed copy of Certificate of Eligibility is attached. _____ Yes
6. Executed copy of Contractor's Affidavit of Taxes is attached. _____ Yes
7. Acknowledgement of Addendum (s) _____ Yes.

BASE BID::

Dollars
_____ (\$ _____)

ADD ALTERNATE #1: Automatic Sliders

Add: _____ Dollars (\$ _____).

ADD ALTERNATE #2: South ductwork replacement

Add: _____ Dollars (\$ _____).

ADD ALTERNATE #3: Digital Direct Control (DDC) System

Add: _____ Dollars (\$ _____).

NAMING OF SPECIALTY CONTRACTORS

Pursuant to Section 67-2310, Idaho Code, commonly known as the naming law, the names and addresses of the entities who will perform the plumbing, heating and air conditioning and electrical work, subject to approval of Owner and Architect, if Undersigned is awarded the Contract, are as follows:

Plumbing (Name) _____
(Address) _____
Idaho Public Works Contractors License No. _____
Idaho Plumbing Contractors License No. _____

Heating/Air Conditioning (Name) _____
(Address) _____
Idaho Public Works Contractors License No. _____
Idaho HVAC Contractors License No. _____

Electrical (Name) _____
(Address) _____
Idaho Public Works Contractors License No. _____
Idaho Electrical Contractors License No. _____

In the event that the general contractor intends to self-perform the plumbing, HVAC, or electrical work, the general contractor must be properly licensed by the State of Idaho to perform such work at the time the contractor submits his bid. The general contractor shall demonstrate compliance with this requirement by stating the words "self performed" in the appropriate line for such specialty work and by listing a valid contractor's license number for the specialty work to be performed by the general contractor on the bid form.

Failure to name a properly licensed contractor in each of the above categories will render the bid unresponsive and void. The use of Subcontractors listed by the bidder and accepted by the Owner prior to the Notice of Award will be required in the performance of the Work and bidder shall not change such Subcontractors, or allow performance of any portion of the Work by a subcontractor not so listed, without the express written approval of the Architect.

NOTICE: In the event Bidder allows any Subcontractor not listed above or not expressly approved later by the Owner, in writing, to perform work on the Project, Owner may unilaterally terminate Contract and Bidder shall forfeit all rights to complete the work and all right to compensation for work performed or materials supplied by such Subcontractor. In such event, Bidder shall be responsible for any additional costs, expenses or damages reasonably and necessarily incurred by Owner in order to complete the Work.

Dated at _____ this _____ day of _____, 20____.

Respectfully submitted,

By:

(Company)

(seal - If Bid is by a Corporation)

(Business Address)

(Signature)

(Title)

(Telephone)

City of Idaho Falls

Idaho Falls, Idaho

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF _____)

COUNTY OF _____)

Pursuant to the Idaho Code, Title 63, Chapter 15, I, the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State or its taxing units, for which I or my property is liable then due or delinquent, have been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho,

Name of Contractor

Address

City and State

By: _____
Signature

Subscribed and sworn to before me this _____ day of _____ 20____.

Commission expires:

Notary Public, residing at

3.6.3 Before entering into a contract, the contractor shall be authorized to do business in the state and shall submit a properly executed contractor's Affidavit Concerning Taxes.

(Page CA-1)

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into the ____ day of _____, 20____, by and between _____ of _____, State of _____, hereinafter called the "Contractor" and **City of Idaho Falls, Idaho, Idaho Falls, Idaho**, hereinafter referred to as the "Owner".

WITNESSETH: That for and in consideration of the mutual agreements and covenants herein set forth, it is hereby stipulated, promised and agreed by and between the parties hereto as follows:

I.

The Contractor agrees to provide all materials and perform all services and work in connection the **TITLE** and incidental work, for the above named Owner at **IDAHO FALLS, ID**, as shown by and in strict accordance with the Plans, Drawings and Specifications prepared by **AK M ARCHITECTURE, P.A., Idaho Falls, ID**, and the General Conditions of the Contract, the various documents and papers comprising the said Plans, Drawings, Specifications and General Conditions, and any amendments thereto, all of which Plans, instruments and documents as enumerated are now on file in the office of the Owner, and each and all of which are identified by the signature of the parties hereto, and are hereby referred to and made a part hereof as fully as though set forth at length herein, and said party of the first part will do all things required and specified in this Contract, as enumerated, to the satisfaction of and under the direction and observation of the Architect.

II.

The Advertisement for Bids, Information for Bidders, Proposal, General Conditions, complete Plans and Specifications and required bonds and insurance are part of this Contract and are hereby referred to and made a part hereof as fully as though set forth herein.

III.

The work under this Contract will be begun on the date specified in writing by the Architects, and all the work shall be fully completed within 126 calendar days thereafter.

Time is the essence of this Contract and for each calendar day's delay over the time specified for the completion thereof, the Contractor agrees to pay to the Owner the sum of **Nine Hundred No/100 Dollars (\$900.00)**, which sum is agreed upon by the parties hereto as liquidated damages for such delay, and not as a penalty. The parties acknowledge and agree that the actual amount of the damages that will accrue as a result of Contractor's failure to timely complete the work within the said time frame are, and will continue to be, difficult to determine. The parties agree that such liquidated amount is a fair and reasonable estimate of the damages that will be suffered by the Owner in the event of any delay in the performance of the work. Contractor agrees that Owner may withhold any such amount from the amount of the retainage set for herein,

provided that such deduction shall not release either party from any liability, claim or obligation otherwise arising hereunder. In the event the City withholds payment of such retainage without just cause or if the liquidated damages provisions set forth herein are determined to be unenforceable for any reason, nothing herein shall prevent the City from recovering its actual or consequential damages caused by Contractor's wrongful or unjustified delay in completing the work.

IV.

It is further expressly agreed that the Contractor shall procure, and maintain in full force throughout the term of this agreement public liability insurance in an amount of not less than \$1.0 million dollars, single limit, including an endorsement naming the City as an additional insured thereon. Contractor shall also procure and so maintain workmen's compensation insurance in an amount not less than the amount required by law, all as provided for in the General Conditions, the documents evidencing said insurance to be approved by and filed with the Owner, but without any liability on the part of the said Owner by reason of the inadequacy thereof. All such insurance shall be issued by a reputable insurer authorized to issue such policies within the State of Idaho. Prior to and as a condition for the commencement of the Work, Contractor shall furnish and deliver to the City certificates of insurance evidencing such insurance.

V.

Within ten (10) days after receipt of notification of acceptance of his Proposal, Contractor shall deliver to the City, security for faithful performance of the Contract in the full amount of the Contract amount and security for the protection of persons supplying labor or materials for the Contract in the full amount of the Contract amount. The contract must be submitted with the completed performance and payment bond information as set forth in the forms of "Performance Bond" and "Payment Bond" in these documents and accompanied by a Certified Check or Cashier's Check drawn on a bank in good standing; Performance Bond and Payment Bond issued by a Surety authorized to issue such bonds in the State of Idaho; or Government Obligations, as defined under Idaho Code Section 54-1901 (h), payable to City of Idaho Falls, Idaho.

If the Contractor posts a government obligation as security, such obligation shall be delivered to the Owner and unconditionally endorsed in favor of the Treasurer of the City of Idaho Falls, and in accordance with the provisions of Idaho Code Section 54-1926A. If government obligations are delivered by someone other than the Contractor, the person delivering such obligations shall execute a Performance Bond in the form of "Performance Bond and Power of Attorney for Government Obligations" and a Payment Bond in the form of "Payment Bond and Power of Attorney for Government Obligations" contained in these documents in lieu of endorsing the obligations in favor of the City Treasurer.

VI.

In consideration for the timely and faithful performance of the Work in accordance with this Agreement, the Owner agrees to pay to the Contractor a total Contract price of _____ Dollars (\$_____).

Owner shall make progress payments to Contractor monthly until the project is complete. Each month, the Project Architect and the Contractor shall mutually determine the value of the work performed and materials incorporated into the Project. Progress payments will be made only for work performed and for materials actually incorporated into the Work. Progress payments shall not be made for materials delivered to the site, but not incorporated into the work. Progress payments shall represent ninety-five percent (95%) of the actual value of the work done and materials and equipment furnished and/or suitably stored at the job site or other approved locations up to the last day of each payment period. The actual value of the work done shall be determined by the number of units of work completed as specified and defined in the Contract Documents and the value of each unit of work as specified in the Contract Documents and as determined in good faith by the project architect. Payment of such progress payments shall not constitute a waiver by the City of any claim for defective work performed or material supplied.

In making such partial (monthly) payments there shall be retained five percent (5%) on each payment amount until final completion and acceptance of all work covered by the Contract.

The Contractor shall not withhold from a subcontractor or supplier more than the percentage withheld from a payment certificate for the subcontractor's or supplier's portion of the work.

VII.

The Contractor further agrees to give preference to the employment of bona fide Idaho residents and residents of Bonneville County in the performance of the work covered by the Agreement and will be required to pay the minimum wage as required by the laws of the State of Idaho.

VIII.

Pursuant to the provisions of Section 63-1503 of the Idaho Code, the Contractor, in consideration of securing the business of erecting or constructing public works in the State of Idaho, recognizing that the business in which the Contractor is engaged is of a transitory character, and that in the pursuit thereof, the Contractor's property used therein may be without the State of Idaho when taxes, excises, or license fees to which the Contractor is liable become payable, agrees:

- a. Complete Form WH-5 Public Works Contract Report found at: tax.idaho.gov. Submit one copy to the State of Idaho and one copy to the City of Idaho Falls.
- b. To pay promptly when due all taxes (other than on real property), excise and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued and accruing during the term of this Contract, whether or not the same shall be payable at the end of such term.
- c. That if the said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the

same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof:

- d. That, in the event of the Contractor's default in the payment or securing of such taxes, excises and license fees, to consent that the Owner may withhold from any payment due the Contractor under the Contract the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said Contractor is liable.
- e. That pursuant to the provisions of Section 63-1504 of the Idaho Code, the Contractor shall furnish the Owner evidence that the Contractor has paid all taxes, excises and license fees due to the State of Idaho and its taxing units, due and payable during the term of the Contract for such construction, and that the Contractor has secured all such taxes, excises and license fees liability for the payment of which has accrued during the term of such Contract, notwithstanding that they may not yet be due or payable.

IX.

The Contractor agrees to indemnify, save harmless, and make whole, the City from any and all defects appearing or developing in the workmanship or materials performed or furnished under this Contract for a period of one (1) year after the acceptance thereof by the City. This indemnification and hold harmless clause shall not be construed to relieve the Contractor from performing all work and furnishing all materials and equipment in accordance with the specifications contained in the Contract Documents. Neither shall it be construed to limit in any way the right of the City to bring an action against the Contractor for breach of contract within the time permitted by law for any workmanship, materials and/or equipment that does not meet the specifications contained in the contract documents.

X.

The Contractor shall not be entitled to additional compensation otherwise payable for any act or failure to act by the Project Architect or the City, the happening of any event or occurrence that was not within the contemplation of the parties at the time this Agreement was executed or for any other cause justifying an equitable adjustment in the Contract Price, unless Contractor shall have first given written notice of such claim to the City. Such notice shall set forth the reasons for which the Contractor believes that additional compensation will or may be due, the nature of the costs involved, and the amount of the claim. If the claim is based upon any act or failure to act by the Architect or the City, except in case of emergency, such notice shall be given to the Architect prior to the commencement of the performance of any work by Contractor. In all other cases, such notice shall be given within ten (10) days after the happening of the event or occurrence giving rise to the claim.

XI.

All materials and workmanship for which no specification is forth in the Contract Documents shall be warranted by the Contractor to be of merchantable quality, free from

defects and fit for the particular purpose for which they are intended. Such warranty shall, unless otherwise specified herein extend for a period of one (1) year after the date a Certificate of Substantial Completion is signed by the Architect or other authorized agent of the City. The City may make any other claim for failure to perform the Work or provide materials in conformity with the Contract Documents, at any time as specified by the Contract Documents or within the limitations period provided by law, whichever is later.

XII.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Idaho.

XIII.

This Contract and the Contract Documents shall constitute the complete and final statement of the parties' agreement pertaining to the subject matter hereof and no statement, representation, or understanding shall be binding except as expressly set forth herein.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed in triplicate the day and year first above written.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

City Clerk

By _____
Mayor

ATTEST:

Contractor

(Signature)

(Title)

(Address)

GENERAL CONDITIONS

AIA Document A201, General Conditions of the Contract for Construction, 1997 Edition, is hereby included by reference and shall be a part of the Contract Documents. Copies of AIA Document A201 are available for review at the offices of the Owner and Architect. Copies of the document may be purchased from the American Institute of Architects or its local distributor.

SUPPLEMENTARY CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction", AIA Document A201, 1997. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

1.1 Basic Definitions

Add to 1.1.1 the following:

1.1.1.2 Conflicts in the Contract Documents shall be brought to the Architect's attention. The following is the order of authority of documents, the first taking highest precedence:

- Agreement (Owner-Contractor)
- Addenda
- Supplementary General Conditions
- General Conditions
- Technical Specifications
- Drawings
- Written notes and/or schedules on the drawings shall be followed in preference to information furnished in the form of lines on drawings

1.1.1.3 No scale measurement shall be used as a dimension to work to except on large scale drawings not dimensioned. Figures on all drawings, as well as detail drawings themselves, are subject in every case to measurement of adjacent or incorporated work. All such measurement necessary shall be made before undertaking any work dependent upon such data.

1.2 Correlation and Intent of the Contract Documents

1.2.2 Add to end of paragraph the following:

Such organization shall not operate to make the Architect an arbiter to establish subcontract limits between Contractor and subcontractors.

Add to 1.2 the following:

1.2.4 Requests for written interpretations and/or detail drawings shall be made to allow ample time for their preparation and delivery without causing delays in the work.

1.2.5 Changes In The Contract Documents. Changes shall not be made from the requirements of the Contract Documents without the prior approval of the Architect.

1.2.6 Errors And Omissions. Promptly report to Architect any apparent errors, omissions, discrepancies, or conflicts in Contract Documents. Do not proceed with work until clarification or instructions have been received. Failure to report a conflict in Documents shall be deemed evidence that Contractor has elected to proceed in the more expensive manner.

ARTICLE 2 OWNER

Add to 2.1.1 the following:

2.1.1.1 The Mayor of the City of Idaho Falls, Idaho shall be the sole representative of the City of Idaho Falls, Idaho and here and after shall be designated as the Owner. Wherever in these specifications and contract the term "Owner" shall mean the City of Idaho Falls, Idaho as represented by the Mayor or an authorized representative.

Delete subparagraph 2.1.2.

2.2 Information and Services Required of the Owner

Delete subparagraph 2.2.1

Delete subparagraph 2.2.2 and substitute the following:

2.2.2 Except for permits and fees, including those required under subparagraph 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner will secure and pay for the plan check fee required by the City of Idaho Falls, conditional use permits, and any other permits and fees specifically indicated in the Contract Documents to be secured and paid for by the Owner. The City of Idaho Falls is exempt from taxes and use fees and connection fees that can be construed as taxes, and will not pay for or reimburse the Contractor for such taxes and fees.

Delete subparagraph 2.2.3 and substitute the following:

2.2.3 The Owner may furnish to the Architect for inclusion with the Contract Documents surveys describing physical characteristics and utility locations for the site of the project.

Delete subparagraph 2.2.5.

2.4 Owners Right to Carry Out the Work

In subparagraph 2.4.1 delete the next to last sentence.

ARTICLE 3 CONTRACTOR

3.3 Supervision and Construction Procedures

Add to 3.3 the following:

3.3.4 The General Contractor, all other contractors, and all subcontractors shall coordinate their work with all adjacent work and shall cooperate with all other trades so

as to facilitate the general progress of the work. Each trade shall afford all other trades every reasonable opportunity for the installation of their work and for the storage of their materials.

3.3.5 The Contractor shall cooperate with the other Contractors for proper anchorage and installation of his work. Extra-ordinary care shall be exercised in engaging work to the other materials, to avoid damaging the work of the other Contractors. The Contractor shall be held responsible for all injuries to the work of other Contractors caused by lack of precaution and due to negligence on the part of his workmen and all such damaged work shall be removed and made good at this Contractor's expense.

3.3.6 The General Contractor shall allow the Owner, other Contractors, and/or subcontractors access to the building and permit sufficient time during various phases of the work for their roughing-in, finishing, etc.

3.3.7 The General Contractor shall notify his subcontractors, and any and all subcontractors and contractors under the Owner, when he is ready for them to install their portion of the work. Should any subcontractors fail to install their work within a reasonable length of time, the Contractor shall notify the Owner in writing.

3.3.8 No Contractor or subcontractor shall cover up or conceal his own work or the work of other contractors until the same has been thoroughly tested and approved.

3.3.9 Contractor shall stake out all lines and grades, and provide and maintain well-built batter boards at all corners. He shall establish bench marks in not less than two widely separated places. As work progresses, he shall establish benchmarks at each floor, giving exact levels of various floors.

3.3.10 All grades, levels, bench marks, locations and corners shall be correctly established and maintained by Contractor who shall be responsible for same.

3.4 Labor and Materials

Add to 3.4 the following:

3.4.4 All work shall be performed by workmen skilled in the required trades and working under the direction of a licensed and bonded Contractor. All completed work shall be electrically safe, mechanically secure, true to line, plumb and/or level and shall present a neat and finished appearance.

3.4.5 The Architect may require the Contractor to remove from the work such employees as the Architect deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Architect to be contrary to the Owner's interest.

3.6 Taxes

Add to 3.6 the following:

3.6.2 The Contractor, in consideration of securing the business of erecting or constructing public works in this State, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the state, its sub-divisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;
2. Complete Form WH-5 Public Works Contract Report found at: tax.idaho.gov. Submit one copy to the State of Idaho and one copy to the City of Idaho Falls with the signed Contract Agreement.
3. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
4. That, in the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.
5. The Contract Sum and any agreed variations thereof, include all Federal, State and Local Taxes imposed by law, including Idaho Sales and Use Taxes.

3.6.3 Before entering into a contract, the Contractor shall be authorized to do business in the state and pursuant to the provisions of Section 63-1504 of the Idaho Code, the Contractor shall furnish the Owner evidence that the Contractor has paid all taxes, excises and license fees due to the State of Idaho and its taxing units, due and payable during the term of the Contract for such construction, and that the Contractor has secured all such taxes, excises and license fees liability for the payment of which has accrued during the term of such Contract, notwithstanding that they may not yet be due and payable shall submit a properly executed Contractor's Affidavit Concerning Taxes. (Page CA-1)

3.6.4 Within ten days of receipt of forms from Owner, Contractor shall complete and return to Owner forms as required by tax collector, showing dates, names, addresses, contracting parties, including all subcontractors, and all other relevant information, which may be required.

3.7 Permits, Fees and Notices

In subparagraph 3.7.1 delete "the building permit and other" and substitute "all". Refer to Supplementary Condition 2.2.2 for permits and fees provided by the Owner.

Add to subparagraph 3.7.1 the following:

3.7.1.1 The Contractor shall obtain all necessary permits required for general building construction occurring on the property of the City of Idaho Falls, Idaho.

3.7.1.2 The Contractor shall obtain and pay for all licenses and permits and shall pay all fees and charges for connections to outside services and for the use of municipal or private property for storage of materials, parking, temporary obstructions, enclosures, opening and patching of streets, etc. off the property of the City of Idaho Falls, Idaho, arising from the construction and completion of the work.

Add to subparagraph 3.7.3 the following:

3.7.3.1 The Contractor shall be responsible for all violations of the law for any cause in connection with the construction of the work or caused-by obstructing streets, sidewalks, etc., and he shall give all required notices to public authorities.

Add to subparagraph 3.7.4 the following:

3.7.4.1 The Contractor shall comply, without additional expense to the Owner, with all State, County and Municipal Building ordinances and regulations insofar as the same are binding upon the Owner.

3.9 Superintendent/Project Manager

Delete subparagraph 3.9.1 and substitute the following:

3.9.1 The Contractor shall employ a competent superintendent and necessary assistants, as needed, to oversee execution of the project. The superintendent shall be in attendance at the Project site during the progress of the Work. The superintendent and project manager, if the Contractor utilizes a project manager, shall be reviewed and approved by the Architect and Owner, and neither shall not be changed except with the consent of the Architect and Owner, unless the superintendent or project manager, if a project manager is used, cease to be employed by the Contractor. Under this circumstance, any new superintendent or new project manager must be satisfactory to the Architect and Owner. The superintendent, and any project manager, shall represent the Contractor and all communications given to the superintendent or project manager are deemed given to the Contractor. Important communications will be confirmed in writing.

3.12 Shop Drawings, Product Data and Samples

In subparagraph 3.12.10, in the eighth line, delete "the Owner and". In the sixteenth- and seventeenth-lines change "Owner and Architect have" to "Architect has". Also delete the last two sentences.

3.13 Use Of Site

Add to 3.13 the following:

3.1.3.2 Location of materials, temporary structures, equipment, etc. and Contractor's use of site shall be subject to approval of Owner and Architect, and same shall be

arranged and maintained in an orderly manner providing the least inconvenience to the public and operating personnel.

3.13.3 Contractor shall provide and maintain access to other portions of premises being used by the Owner and its tenants and shall install such enclosures and protections necessary to prevent interference with the Owner's use of such other portions of the premises.

3.14 Cutting and Patching

Add to 3.14 the following:

3.14.3 Structural elements shall be cut and patched by the General Contractor only, and only upon written approval and authorization of the Architects.

3.15 Cleaning Up

Add to subparagraph 3.15.1 the following:

3.15.1.1 If at any time the Contractor fails to keep the premises free from accumulation of waste materials or rubbish caused by his operations, or perform cleanup operations as described in Paragraph 4.15.1 the Owner, 48 hours after having given written notice thereof, may do so and the cost thereof shall be charged to the Contractor as provided in Paragraph 3.4.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.2 Architect's Administration of the Contract

In subparagraph 4.2.1, delete from the first sentence "and will be the Owner's representative."

In subparagraph 4.2.2, delete from the first sentence "as a representative of the Owner".

Delete subparagraph 4.2.10 and substitute the following:

4.2.10 The Architect will provide a project representative and indicate the limitations of his authority during the construction of the Work. The Owner will assign a Project Manager to the project and will also assign a Field Representative who will observe the work and report to the Architect and the Owner's Project Manager.

4.3 Claims and Disputes

Delete subparagraph 4.3.2 and substitute the following:

4.3.2 Time Limits on Claims. A Claim by either party must be made by written notice to the Architect within ten (10) days from the date of the occurrence of the event or discovery of the condition giving rise to the Claim or within ten (10) days from the date that the Claimant knew or should have known of the event or condition. Unless the Claim is made within the aforementioned time requirements, it shall be deemed to be waived. The written notice of Claim shall include a factual statement of the basis for the Claim, pertinent

dates, contract provisions offered in support of the Claim, additional materials offered in support of the Claim and the nature of the resolution sought by the Claimant. The Architect will not consider, and the Owner shall not be responsible or liable for, any Claims from subcontractors, suppliers, manufacturers, or other persons or entities not a party to this Contract. Once a Claim is made, the Claimant shall cooperate with the Architect and the party against whom the Claim is made in order to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition.

Delete subparagraph 4.3.4 and substitute the following:

4.3.4 Concealed or Unknown Conditions. If conditions are encountered at the site which are subsurface or are otherwise concealed or unknown physical conditions which differ materially from those indicated in the Contract Documents or which were not reasonably susceptible of being disclosed by the Contractor's examination of the site in accordance with Subparagraph 4.3.4.1 of these Supplementary Conditions, then notice by the observing party shall promptly be given to the Architect and the other party before the conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially from the Contract Documents or if they were not reasonably susceptible of being disclosed by the Contractor's examination of the site, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both, if the conditions cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Contract. If the Architect determines that the conditions at the site do not warrant an adjustment in the Contract terms, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. If the Owner and the Contractor cannot agree on an equitable adjustment to the Contract terms or otherwise disagree with the determination of the Architect, the matter shall be subject to further proceedings in accordance with Paragraph 4.4.

Add to 4.3.4 the following:

4.3.4.1 The Contractor agrees and acknowledges that he has had sufficient time and opportunity to examine the Contract Documents and the site of the work in order to undertake any necessary actions to determine the character of the subsurface materials and site conditions to be encountered. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a subsurface, concealed or unknown site condition, which does not differ in any material respect from those conditions, disclosed or which reasonably should have been disclosed or identified by the Contractor's examination of the Contract Documents and the site of the work.

Add to 4.3.5 the following:

4.3.5.1 The Contractor shall not be entitled to an adjustment in Contract Time or in Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by the Contractor or anyone for whose acts the Contractor is responsible. The Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is delayed or changed due to the fault of the Owner. To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, the Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, but shall not be entitled to an

adjustment in Contract Sum. In the event that the Contractor is entitled to an adjustment in Contract Sum, the Owner will pay only for the following verifiable costs directly associated with the time extension or delay: 1) the actual labor costs, fringe benefits, employment taxes and insurance related to the Project Superintendent; 2) the cost associated with the fair rental value of the Project Superintendent's vehicle directly related to the time extension; 3) the direct costs attributable to the extension for the field office facility, including telephone lines, utilities, power, lights, water, and sewer (toilets). Mark-up on these costs will not be allowed. The Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay regardless of cause.

Add to 4.3.7 the following:

4.3.7.3 All Claims for costs related to Claims for additional time shall be pursuant to Paragraph 4.3. The Contractor shall not be entitled to make a Claim for adjustment in the Contract Sum based upon the matter of adverse weather conditions or force majeure.

4.4 Resolution of Claims and Disputes

In subparagraph 4.4.1, in the first sentence, delete "but excluding those arising under paragraphs 10.3 through 10.5". In the second sentence after ... Contractor and Owner, delete the rest of the sentence.

In subparagraph 4.4.2 delete actions (3), (4) and (5) and substitute the following:

(3) recommend approval of all or part of the Claim, or (4) attempt to facilitate the resolution of the Claim through informal negotiations.

In subparagraph 4.4.3, delete the last sentence.

In subparagraph 4.4.5, delete "and arbitration"

Delete subparagraph 4.4.6.

Delete subparagraph 4.4.8.

4.5 Mediation

In subparagraph 4.5.1 change "initial" to "final" and delete "or 30 days after submission of the Claim to the Architect".

In subparagraph 4.5.2 delete the last sentence.

4.6 Arbitration

Delete entirely all subparagraphs in 4.6 and substitute the following:

4.6.1 The Contractor and the Owner shall not be obligated to resolve any Claim or dispute related to this Contract by arbitration. Upon agreement of the parties and following the exhaustion of mediation, any Claim related to this Contract may be submitted to arbitration, either binding or non-binding, upon mutually agreeable terms and conditions. In the absence of such agreement, any reference in this Contract to arbitration is deemed void and has no force or effect.

ARTICLE 7 CHANGES IN THE WORK

7.2 Change Orders

Add to 7.2 the following:

7.2.2.1 The amount allowed for overhead and profit on any change order is limited to the amounts indicated in subparagraph 7.3.10 of these Supplementary Conditions.

7.2.3 Any Change Order prepared, including but not limited to those arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the work, including, but not limited to, all direct, indirect and consequential costs associated with such change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

7.2.4 By the execution of a Change Order, the Contractor agrees and acknowledges that he has had sufficient time and opportunity to examine the change in work which is the subject of the Change Order and that he has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reason of any conditions affecting the change in work addressed by the Change Order, which could have reasonably been discovered or disclosed by the Contractor's examination.

7.3 Construction Change Directives

After subparagraph 7.3.1 add the following:

7.3.1.1 A Construction Change Directive, within limitations, may also be used to incorporate minor changes in the work agreed to by the Architect's representative, the the Owner's Representative, and the Contractor's Superintendent. The limits of these representatives' authority with regard to Construction Change Directives shall be documented in writing by the Architect, Owner and Contractor.

Add to subparagraph 7.3.4 the following:

In the second line after the word "Architect" insert the following words: "in writing within forty-eight hours ".... The balance of the subparagraph remains unchanged.

In subparagraph 7.3.5, in the last sentence, delete "recorded as a" and substitute "incorporated into a future".

In subparagraph 7.3.6, in the first sentence, delete the words "a reasonable allowance for overhead and profit" and substitute the words "an allowance for overhead and profit in accordance with subparagraph 7.3.10 of these Supplementary Conditions." In the second sentence after the words "In such case," add the words "of an increase in Contract Sum".

In subparagraph 7.3.8 delete the last two sentences.

Add to 7.3 the following:

7.3.10 For purposes of subparagraphs 7.2.2.1 and 7.3.6 of these Supplementary Conditions, the allowance for combined overhead and profit shall be limited as follows, unless otherwise provided in the Contract Documents:

.1 for total changes of \$10,000 or less in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier, combined shall not exceed twenty percent (20%) of direct costs.

.2 for total changes exceeding \$10,000 in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier, combined shall not exceed fifteen percent (15%) of direct costs.

.3 the Contractor will determine the apportionment between the Contractor and its subcontractors of allowable amounts of overhead, profit, bonds and insurance.

ARTICLE 8 TIME

8.1 Definitions

Add to subparagraph 8.1.1 the following:

8.1.1.1 The Contractor shall substantially complete the work as defined by Subparagraph 9.8.1 within 126 consecutive calendar days after the date indicated to proceed in the Notice to Proceed as defined by Subparagraph 8.1.2.

In subparagraph 8.1.2, delete the word "Agreement" and substitute the words "Notice to Proceed".

8.3 Delays and Extensions of Time

In subparagraph 8.3.1 delete the words "and arbitration".

Delete subparagraph 8.3.3 and substitute the following:

8.3.3 Notwithstanding any term, condition or provision to the contrary in this Contract, the remedies available to the Contractor for adjustments of Contract Time and Contract Sum by reason of delay shall be those set forth in subparagraph 4.3.5.1 of these Supplementary Conditions.

8.3.4 If the Contractor submits a progress report or schedule indicating, or otherwise expressing an intention to achieve completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

8.3.5 Should an extension of time be granted to the Contractor; he shall indemnify and save the Owner harmless from any loss to any other Contractor caused by such an extension.

8.3.6 It is further provided that the Owner may occupy the areas, rooms and spaces of the new construction, at any time after the dates set for the substantial completion thereof, and such use shall not be grounds by the Contractor for an extension of completion time, nor operate as a waiver on His part of the Owner of any of its rights under the Contract.

8.3.7 Failure of the Contractor (including all subcontractors, under his Contract) to organize his (their) work, and/or to furnish sufficient force, equipment and material in time to insure substantial completion and acceptance by the Architect in writing, of each individual phase as well as the entire Contract, on or before the dates identified in the-Contract Agreement, shall be deemed a violation of the Contract.

ARTICLE 9 PAYMENTS AND COMPLETION

9.3 Applications for Payment

In subparagraph 9.3.1, in the first sentence, delete the words "At least ten days" and substitute the following:

"On or before the date of the monthly progress meeting, but not less than thirty (30) days"

Delete subparagraph 9.3.1.1.

Add to 9.3.1. the following:

9.3.1.3 The form of Application for Payment shall be AIA Document G702 Application and Certificate for Payment and AIA Document G703 Continuation Sheet. Submit one original.

Add to 9.3.2 the following:

Off site storage will not be approved at locations more than thirty (30) miles from the project site or outside the State. Any materials stored off site and paid for by the Owner shall be physically marked as being the property of the City of Idaho Falls, ID.

9.6 Progress Payments

Add to 9.6.1 the following:

9.6.1.1 Until conditions set forth in paragraph 9.10 are met, the Owner shall pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. If the Architect determines that the Contractor has made or is making satisfactory progress on any uncompleted portions of the work, the Owner may, at its discretion, release a portion of the retainage to the Contractor prior to the actual final completion of the conditions set forth in Paragraph 9.10.

9.6.1.2 Progress Payments shall fall due twenty-one (21) days after the Architect's Certificate for Payment is received by the Owner.

Add to 9.6.2 the following:

9.6.2.1 The Contractor shall not withhold from a subcontractor or supplier more than the percentage withheld from a payment certificate for the subcontractor's or supplier's portion of the work.

Delete subparagraph 9.6.7

9.7 Failure of Payment

Delete paragraph 9.7 and subparagraph 9.7.1

9.8 Substantial Completion

In subparagraph 9.8.5 delete the last two sentences.

9.10 Final Completion and Final Payment

In subparagraph 9.10.1, in the seventh line and after the words Contract Documents, delete the balance of the sentence.

Add to 9.10.1 the following:

9.10.1.1 The final retainage shall become due and payable to the Contractor in not more than thirty (30) days after issuance of the final Certificate for Payment by the Architect, provided that the conditions of subparagraph 9.10.2 are fully satisfied.

Add to Article 9 the following:

9.11 Liquidated Damages

9.11.1 The Owner will suffer financial loss in an amount that is difficult to quantify if the Project is not Substantially Complete on the date set forth in the Contract Documents. The Contractor (and his Surety) shall be liable for and shall pay to the Owner the sums hereinafter stipulated as fixed, agreed and liquidated damages, and not as a penalty, for each calendar day of delay until the Work is substantially completed:

Nine hundred no/100----- DOLLARS (\$900.00)

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

Add to 10.1 the following:

10.1.2 The Contractor shall maintain, in compliance with Idaho Code, Title 72, Chapter 17, a drug-free workplace program throughout the duration of this contract and

shall only subcontract work to subcontractors who have programs that comply with Idaho Code, Title 72, Chapter 17.

10.2 Safety of Persons and Property

Add to subparagraph 10.2.1 the following:

10.2.1.1 The Contractor shall at all times protect excavation, trenches and buildings from rain water, ground water, etc. Provide all pumps and equipment and enclosures to provide this protection. Remove and replace with new work, any work damaged by failure to provide this protection. The Contractor shall pump excavated areas free from rain and surface water.

10.2.1.2 The Contractor shall provide adequate protection at all times from the weather, including heat, freezing, rain, snow, hail or wind, so as to maintain all work, materials, apparatus and fixtures free from damage. All new work likely to be damaged shall be protected.

10.2.1.3 The Contractor shall protect such portions of existing buildings under his Contract at all times from damages from the elements, vandalism or other causes, and shall provide adequate temporary closures in case of a shut-down.

10.2.1.4 All temporary shoring and bracing required throughout the work shall be included in the General Contract, and must be done by the General Contractor, who shall assume full responsibility for the same and shall make good any damages caused by improper supports or failures in any respect.,

10.2.1.5 If, and when, any interruptions or disconnections of same occur and/or are necessary, provide at no cost to Owner, temporary facilities as required to keep such utilities and/or service connections in use for the Owner and adjacent properties at all times. All such utilities shall be properly supported temporarily if required. Make prior arrangements with the Owner, adjacent property Owners and utility companies affected before any temporary disconnections or interruptions, of such services.

Add to subparagraph 10.2.4 the following:

10.2.4.1 When use or storage of explosives or other hazardous material or equipment or unusual method is necessary, the Contractor shall give the Owner reasonable advance written notice.

10.3 Hazardous Materials

Add to 10.3.1 the following:

10.3.1.1 Reference to asbestos or polychlorinated biphenyl (PCB) in this Article does not negate the appropriate abatement of asbestos and PCB containing materials as specifically required by the Contract Documents.

In subparagraph 10.3.2 delete the first word "The" and substitute the following:

“If the hazardous materials or substances were not reasonably susceptible of being disclosed as indicated in Supplementary Condition subparagraph 4.3.4 or required to be abated by the Contract Documents, the”

In subparagraph 10.3.2 after the first sentence, delete the rest of the subparagraph.

Delete subparagraph 10.3.3.

In paragraph 10.4 after the word “Contractor”, delete the rest of the sentence.

Delete paragraph 10.5

10.6 Emergencies

In subparagraph 10.6.1 delete the last sentence

ARTICLE 11 INSURANCE AND BONDS

11.1 Contractor's Liability Insurance

In subparagraph 11.1.1.1 substitute a comma for the semicolon at the end, and add the following: “including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;”

In subparagraph 11.1.1.2 delete the semicolon at the end, and add the following: “or persons or entities excluded by statute from the requirements of Clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by that Clause;”

Add to 11.1.2 the following:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits:

1. Workers' Compensation:

- | | |
|------------------------------|---|
| (a) State: | Statutory |
| (b) Employer's Liability: | \$100,000 per Accident
\$500,000 Disease, Policy
Limit
\$100,000 Disease, Each
Employee |

2. Comprehensive or commercial general liability including premises operation; owners and contractors' protective liability, products and completed operations liability, personal injury liability (including employee acts), broad form property damage liability and blanket contractual liability:

(a) For any claim for bodily injury, property damage, personal injury or due to a contractual liability, limits of not less than \$1 million per occurrence.

(b) For products and completed operations coverage, coverage is to be maintained for a period of two (2) years following final payment.

(c) For the hazards of explosion, collapse, and underground, commonly referred to as XCU, coverage shall be required if the exposures exist. This coverage may be provided by the subcontractor if the State and prime contractor are named as additional insureds.

3. Business auto liability (including owned, non-owned and hired vehicles) in an amount of not less than \$1 million combined single limit.

4. If the General Liability coverages are provided by a Commercial Liability policy, the:

(a) General Aggregate shall be not less than \$2,000,000.

(b) Fire legal liability shall be provided in an amount not less than \$50,000 per occurrence.

5. Umbrella Excess Liability:

An umbrella policy may be used in combination with other policies to provide a minimum coverage of \$1,000,000.

11.1.2.2 The Owner shall be named as an additional insured on the insurance required in 11.1.2.1 items 2, 3 and 5 above and the insurance shall contain the severability of interest clause as follows:

"The insurance afforded herein applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's 'liability'."

11.1.2.3 The Contractor shall require all subcontractors of any tier to provide Commercial General Liability Insurance with liability limits of not less than \$1,000,000 for bodily injury and property damage, and Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with liability limits of not less than \$1,000,000.

Add to 11.1.3 the following:

11.1.3.1 If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance or ACORD form 25. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.

Delete paragraph 11.3 and all subparagraphs.

11.4 Property Insurance

Delete subparagraph 11.4.1.2.

Beginning with subparagraph 11.4.1.5 delete the remainder of Paragraph 11.4 and substitute the following subparagraphs:

11.4.2 Boiler and Machinery Insurance. The Contractor shall purchase and maintain boiler and machinery insurance, which shall specifically cover such insured objects during installation and until final acceptance by the Owner. This insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner shall be named additional insureds.

11.4.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of the Owner's property due to fire or other hazards, however caused.

11.4.4 Within thirty (30) days of Notice to Proceed, the Owner shall provide to the Contractor evidence of the insurance coverages required by this Paragraph 11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least thirty (30) days' prior written notice has been given to the Contractor.

11.4.5 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages to the Work caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Paragraph 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The Owner does not waive its subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work.

11.4.6 The Contractor authorizes the Owner to negotiate and agree on the value and extent of, and to collect the proceeds payable with respect to, any loss under a policy of insurance carried by the Owner pursuant to any of the provisions of this Paragraph 11.4. The Owner shall have full right and authority to compromise any claim, or to enforce any claim by legal action or otherwise, or to release and discharge any insurer, by and on behalf of the Owner and Contractor. The Owner shall provide written notice to Contractor of (i) its having reached any such settlement or adjustment with an insurer and (ii) the receipt of any funds pursuant to this Paragraph 11.4. Any objection by the Contractor to a

settlement or adjustment made under this Paragraph 11.4 must be made in writing to the Owner within five (5) business days of the notice from the Owner. The Owner and the Contractor agree to attempt to resolve the dispute by mutual agreement.

11.4.7 A loss under the Owner's property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause.

11.4.8 The Owner shall deposit proceeds so received, in a manner in which such proceeds can be separately accounted for, which proceeds the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

11.4.9 The Contractor shall pay Subcontractors their shares of the insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to acknowledge the Owner's authority under this Paragraph 11.4 and make payments to their Sub-subcontractors in similar manner.

11.4.10 Nothing contained in this Paragraph 11.4 shall preclude the Contractor from obtaining solely at its own expense, insurance on its behalf.

Add to Article 11 the following:

11.6 Indemnity

11.6.1 The Contractor shall indemnify, defend and save harmless the Owner, the Architect, and the Architect's Consultants from and against all claims, damages, costs, legal fees, expenses, actions and suits whatsoever including injury or death of others or any employee of the Contractor, subcontractors, or the sub-subcontractors, agents or employees, caused by failure to comply fully with any term or condition of the Contract, or caused by damage to or loss of use of property, directly or indirectly, by the carrying out of the work, or caused by any matter or thing done, permitted or omitted to be done by the Contractor, his agents, subcontractors or employees and occasioned by the negligence of the Contractor, his agents, subcontractors or employees.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.2 Correction of Work

In subparagraph 12.2.2.1 delete the second sentence.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Governing Law

Add to 13.1 the following:

13.1.2 Each Contractor and his subcontractors and sub-subcontractors shall comply with all Idaho Statutes with specific reference to Public Works Contractor's State License Law, Title 54, Chapter 19, Idaho Code, as amended.

13.1.3 Pursuant to Sections 44-1001 and 44-1002, Idaho Code, it is provided that each Contractor "must employ ninety-five percent (95%) bona fide Idaho residents as employees, except where under such contracts fifty or less persons are employed, the Contractor may employ ten percent (10%) non-residents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association or corporation refusing to execute an agreement with the above-mentioned provisions in it; provided that in contracts involving the expenditure of Federal Aid Funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorable discharged soldiers, sailors, or marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States."

13.2 Successors and Assigns

In subparagraph 13.2.1, in the second sentence, delete "Except as provided in Subparagraph 13.2.2,"

Delete subparagraph 13.2.2.

13.6 Interest.

Delete subparagraph 13.6.1 and substitute the following:

13.6.1 Payments due and unpaid under the Contract Documents (21 days from date received by the Owner) shall bear no interest until thirty (30) days past due, thereafter they shall bear interest at the rate of eight percent (8%) per annum until the date of the check as posted by the State Controller.

13.7 Commencement of Statutory Limitation Period

Delete subparagraphs 13.7.1, 13.7.1.1, 13.7.1.2, and 13.7.1.3 and substitute the following:

13.7.1 As between the Owner and Contractor as to acts or failures to act, any applicable statute of limitations shall commence to run and any legal cause of action shall be deemed to have accrued in any and all events in accordance with Idaho law.

Add to Article 13 the following:

13.8 Equal Opportunity

13.8.1 The Contractor shall maintain policies of employment as follows:

13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their

race, religion, color, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age or national origin.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 Termination by the Contractor

In subparagraph 14.1.1, in the first sentence, delete the number "30" and substitute the number "60".

Delete subparagraphs 14.1.1.3 and 14.1.1.4.

Delete subparagraph 14.1.2.

In subparagraph 14.1.3 delete "or 14.1.2".

In subparagraph 14.1.3 delete the words "profit and damages" and substitute the words "and profit".

Delete subparagraph 14.1.4.

14.2 Termination by the Owner for Cause

In subparagraph 14.2.2.3 delete the last sentence.

14.4 Termination by the Owner for Convenience

Delete subparagraph 14.4.3 and substitute the following:

14.4.3 In the case of such termination for the Owner convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Subparagraph 14.1.3, as modified.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

as Principal, hereinafter called the Contractor, and

as Surety, hereinafter called Surety, are held and firmly bound unto the **CITY OF IDAHO FALLS, P.O. BOX 50220, IDAHO FALLS, ID 83405** as Obligee, hereinafter called Owner, in the amount of

_____ Dollars (\$ _____),
lawful money of the United States, for the payment whereof Contractor and Surety herewith bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated

_____, 20____, entered into a contract with the Owner for
DEHUMIDIFICATION REPLACEMENT PROJECT all in accordance with the Contract Documents, which consist of the Invitation for Bids, Special Provisions, Proposal, Contract for Construction, Plans, all as prepared by
AKM ARCHITECTURE, P.A.
IDAHO FALLS, IDAHO

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract; and whereas the Contractor is required to furnish a Performance Bond pursuant to the Idaho Code, Sections 54-1926, as amended, and 54-1927, in connection with this Contract.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever the Contractor shall be, and declared by the Owner to be in default under this Contract, the Owner having performed the Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the

Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Owner, and make available as the work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed this _____ day of _____, 20____.

(Seal)

(Contractor)

(Signature)

(Title)

ATTEST:

(Secretary)

(Witness)

(Complete Business Address)

(Seal)

(Surety)

(Signature)

(Title)

ATTEST:

(Witness)

(Complete Business Address)

ATTACHMENT A:

PERFORMANCE BOND AND IRREVOCABLE POWER OF ATTORNEY FOR GOVERNMENT OBLIGATIONS

Date Bond Executed: _____ Project: _____
Penal Sum of Bond: _____ Percent of Contract: _____

PRINCIPAL (Name and Business Address)

PLEDGOR (Name (s) and Business Address (s) of Owner (s) of Government Obligations)

The undersigned Principal and Pledgor are firmly bound to City of Idaho Falls, P.O. Box 50220, Idaho Falls, ID 83405, hereinafter called the OWNER, in the above penal sum for the performance of the condition set forth below.

The undersigned Pledgor pledges and hereby delivers to the OWNER, Government Obligations as defined in Section 54-1901, Idaho Code, in an amount equal at par value to the amount of the penal sum of this bond. Pledgor further authorizes the OWNER, or its duly appointed agent, to forthwith and without notice to Pledgor, collect or sell the obligations if Principal defaults on the condition set forth below. However, Owner shall have no obligation to Pledgor of Principal in the event of theft, loss or destruction of such Governmental Obligations, if Pledgor requests the delivery to anyone other than Pledgor or by any means other than by physical delivery of the same to Pledgor at OWNER'S place of business. Pledgor further irrevocably appoints City Clerk, as his/her/its Attorney in Fact, with full power of attorney, to endorse and negotiate such Governmental Obligations in favor of the OWNER, in the event of such default.

THEREFORE:

The condition for this Performance Bond shall be that if the Contractor shall promptly and faithfully perform said Contract; this obligation shall be null and void. If Owner makes no claim within one (1) year after final payment is due, the Owner shall promptly thereafter return said Government Obligations to the Principal or Pledgor. If the Contractor fails to promptly, faithfully and fully perform said Contract, then the Principal and the Pledgor shall be liable for the penal sum stated above and the Owner may retain such portion of said Government Obligations as is reasonably necessary to cover the cost remedying any default and/or of completing said project.

WITNESS:

The Principal and Pledgor have executed this Performance bond and affixed their seals on the above date.

Principal Signature

(Seal)

(Contractor)

(Signature)

(Title)

ATTEST:

(Secretary)

(Complete Business Address)

Pledgor Signature

(Seal)

(Pledgor)

(Signature)

(Title)

ATTEST:

(Secretary)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

as Principal, hereinafter called the Contractor, and

as Surety, hereinafter called Surety, are held and firmly bound unto **CITY OF IDAHO FALLS, P.O. BOX 50220, IDAHO FALLS, IDAHO 83405** as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

_____ Dollars (\$ _____),
lawful money of the United States, for the payment whereof Contractor and Surety herewith bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the Owner for the **DEHUMIDIFICATION REPLACEMENT PROJECT** all in accordance with the Contract Documents, which consist of the Invitation for Bids, Special Provisions, Proposal, Contract for Construction, and Plans, all as prepared by

**AKM ARCHITECTURE, P.A.
IDAHO FALLS, IDAHO**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract; and whereas the Contractor is required to furnish a Payment Bond pursuant to the Idaho Code, Sections 54-1926, as amended, and 54-1927, in connection with this Contract.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or

performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due claimant, and have execution hereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated and not elsewhere.
4. The amount of this Bond shall be reduced by and to the extent of any payments made in good faith hereunder.

Signed this _____ day of _____, 20____.

(Seal)

(Contractor)

(Signature)

(Title)

ATTEST:

(Secretary)

(Witness)

(Complete Business Address)

(Surety)

(Seal)

(Signature)

(Title)

ATTEST:

(Witness)

(Complete Business Address)

ATTACHMENT A-1:

PAYMENT BOND AND IRREVOCABLE POWER OF ATTORNEY FOR GOVERNMENT OBLIGATIONS

Date Bond Executed: _____ Project: _____
Penal Sum of Bond: _____ Percent of Contract: _____

PRINCIPAL (Name and Business Address)

PLEDGOR (Name (s) and Business Address (s) of Owner (s) of Government
Obligations)

The undersigned Principal and Pledgor are firmly bound to **CITY OF IDAHO FALLS, P.O. BOX 50220, IDAHO FALLS, ID 83405**, hereinafter called the **OWNER**, in the above penal sum for the performance of the condition set forth below.

The undersigned Pledgor pledges and hereby delivers to the OWNER, Government Obligations as defined in Section 54-1901, Idaho Code, in an amount equal at par value to the amount of the penal sum of this bond. Pledgor further authorizes the OWNER, or its duly appointed agent, to forthwith and without notice to Pledgor, collect or sell the obligations if Principal defaults on the condition set forth below. However, OWNER shall have no obligation to Pledgor of Principal in the event of theft, loss or destruction of such Governmental Obligations, if Pledgor requests the delivery to anyone other than Pledgor or by any means other than by physical delivery of the same to Pledgor at OWNER'S place of business. Pledgor further irrevocably appoints the Treasurer of the City of Idaho Falls as his/her/its Attorney in Fact, with full power of attorney, to endorse and negotiate such Governmental Obligations in favor of the OWNER, in the event of such default.

THEREFORE:

The condition for this Payment Bond shall be that if the Contractor shall promptly and faithfully make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void ninety (90) days after final payment has been made to the Contractor by the Owner and the Owner shall promptly thereafter return said government obligations to the Principal or Pledgor. However, this obligation shall remain in full force and effect if any claimant as hereinafter defined files a claim with the Owner within (90) days of providing such labor or materials, then the Owner may hold such government obligations as allowed in Idaho Code Section 54-1926A (d).

A CLAIMANT is defined as one having a direct contract with the Contractor or Subcontractor of the Contractor for labor, materials, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include

that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

WITNESS:

The Principal and Pledgor have executed this Payment bond and affixed their seals on the above date.

Principal Signature

(Seal)

(Contractor)

(Signature)

(Title)

ATTEST:

(Secretary)

(Complete Business Address)

Pledgor Signature

(Seal)

(Pledgor)

(Signature)

(Title)

ATTEST:

(Secretary)

01330 SUBMITTAL PROCEDURES

PART 1 GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

SUMMARY

This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

Related Sections include the following:

- Division 1 Section "Payment Procedures" for submitting Application for Payment and Schedule of Values.
- Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
- Division 1 Section "Closeout Procedures" for submitting warranties.
- Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- Division 1 Section "Operation and Maintenance Data" for submitting operations and maintenance manuals.
- Divisions 2 through 26 for specific requirements for submittals in those Sections.

DEFINITIONS

Action Submittals: Written and graphic information that required Architect's responsive action.

Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

SUBMITTAL PROCEDURES

Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

- Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
- Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of

submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

- Initial Review: Allow 15 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
- Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
- Resubmittal Review: Allow 15 working days for review of each resubmittal.
- Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 20 days for initial review of each submittal.
- Concurrent Consultant Review: Where approved by the Architect, submittals may be transmitted simultaneously to Architect and to Architect's consultants for concurrent review, allow 15 working days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.

Identification: Place a permanent label or title block on each submittal for identification.

- Indicate name of firm or entity that prepared each submittal on label or title block.
- Provide a space approximately 6 x 8" on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
- Include the following information on label for processing and recording action taken:
 1. Project name.
 2. Date.
 3. Name and address of Architect
 4. Name and address of Contractor.
 5. Name and address of subcontractor.
 6. Name and address of supplier.
 7. Name of manufacturer.
 8. Submittal number or other unique identifier, including revision identifier.
 9. Number and title of appropriate Specification Section.
 10. Drawing number and detail references, as appropriate.
 11. Location(s) where product is to be installed, as appropriate.
 12. Other necessary identification.

Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.

Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.

- Transmittal Form: Use form approved by Architect.
- Provide locations on form for the following information:
 1. Project name.

2. Date.
3. Destination (To:).
4. Source (From:).
5. Names of subcontractor, manufacturer, and supplier.
6. Category and type of submittal.
7. Submittal purpose and description.
8. Specification Section number and title.
9. Drawing number and detail references, as appropriate.
10. Transmittal number.
11. Submittal and transmittal distribution record.
12. Remarks.
13. Signature of transmitter.

Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

- Note date and content of previous submittal.
- Note date and content of revision in label or title block and clearly indicate extent of revision.
- Resubmit submittals until they are marked "Furnish as Submitted".

Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

Use for Construction: Use only final submittals.

PART 2 PRODUCTS

ACTION SUBMITTALS

General: Prepare and submit Action Submittals required by individual Specification Sections.

Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

- If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
- Mark each copy of each submittal to show which products and options are applicable.
 1. Manufacturer's written recommendations.
 2. Manufacturer's product specifications.
 3. Manufacturer's installation instructions.
 4. Standard color charts.
 5. Manufacturer's catalog cuts.
 6. Wiring diagrams showing factory-installed wiring.
 7. Printed performance curves.
 8. Operational range diagrams.
 9. Mill reports.
 10. Standard product operation and maintenance manuals.
 11. Compliance with specified referenced standards.
 12. Testing by recognized testing agency.

13. Application of testing agency labels and seals.
 14. Notation of coordination requirements.
- Submit Product Data before or concurrent with Samples.
 - Number of Copies: Submit a minimum of five copies of Product Data, unless otherwise indicated. Architect will retain one copy and return the remainder marked with action taken. Engineer (if required) will keep an additional copy. Retain two returned copies for Operation and Maintenance Manuals.

Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Document or standard printed data.

- Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 1. Dimensions.
 2. Identification of products.
 3. Fabrication and installation drawings.
 4. Roughing-in and setting diagrams.
 5. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 6. Shopwork manufacturing instructions.
 7. Templates and patterns.
 8. Schedules.
 9. Design calculations.
 10. Compliance with specified standards.
 11. Notation of coordination requirements.
 12. Notation of dimensions established by field measurement.
 13. Relationship to adjoining construction clearly indicated.
 14. Seal and signature of professional engineer if specified.
 15. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
- Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2x11 inches but no larger than 30x40 inches.
- Number of Copies: Submit a minimum of five copies of Shop Drawings, unless otherwise indicated. Architect will retain one copy and return the remainder marked with action taken. Engineer (if required) will keep an additional copy. Retain two returned copies for Operation and Maintenance Manuals.

Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics with other elements and for a comparison of these characteristics between submittal and actual components as delivered and installed.

- Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
- Identification: Attach label on unexposed side of Samples that includes the following:
 1. Generic description of Sample.
 2. Product name and name of manufacturer.
 3. Sample source.
 4. Number and title of appropriate Specification Section.

- Disposition: Maintain sets of approved Samples at Project Site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 1. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 2. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 1. Number of Samples: Submit three full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return two sets with options selected.
- Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: Partial section of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 1. Number of Samples: Submit three sets of Samples. Architect will retain one Sample set; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
 2. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 3. If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

- Type of product. Include unique identifier for each product.
- Number and name of room or space.
- Location within room or space.
- Number of Copies: Submit five copies of product schedule or list, unless otherwise indicated. Architect will retain up to one copy and return remainder.
 1. Mark up and retain returned copy as a Project Record Document.

Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation" for Construction Manager's action.

Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures".

Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures".

Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

- Name, address, and telephone number of entity performing subcontract or supplying products.
- Number and title of related Specification Sections(s) covered by subcontract.
- Drawing number and detail references, as appropriate, covered by subcontract.
- Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
 1. Mark up and retain one returned copy as a Project Record Document.

INFORMATIONAL SUBMITTALS

General: Prepare and submit Informational Submittals required by other Specification Sections.

- Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
- Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements".

Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination".

Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation".

Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

Product Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

- Name of evaluation organization.
- Date of evaluation.
- Time period when report is in effect.
- Product and manufacturer's names.
- Description of product.
- Test procedures and results.
- Limitations of use.

Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements".

Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data".

Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturers. Include the following, as applicable:

- Preparation of substrates.
- Required substrates tolerances.
- Sequence of installation or erection.
- Required installation tolerances.
- Required adjustments.
- Recommendations for cleaning and protection.

Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

- Name, address, and telephone number of factory-authorized service representative making report.
- Statement on condition of substrates and their acceptability for installation of product.
- Statement that products at Project site comply with requirements.
- Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
- Results of operational and other tests and a statement of whether observed performance complies with requirements.
- Other required items indicated in individual Specification Sections.
- Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

Material Safety Data Sheets (MSDSs): Submit information direction to Owner, do not submit to Architect.

- Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

DELEGATED DESIGN

Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

- If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

- Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 EXECUTION

CONTRACTOR'S REVIEW

Review each submittal and check for coordination with other Work of the Contract and for compliance with Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

Approval Stamp: Stamp each submittal with a uniform approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and state certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

ARCHITECT'S ACTION

General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

Action Submittals: Architect will review each submittal. Any corrections or comments made on the shop drawings during this review do not relieve the contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents.

Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

Submittals not required by the Contract Documents may not be reviewed and may be discarded.

01005 SUMMARY OF WORK, ALTERNATES & UNIT PRICES

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

PROJECT IDENTIFICATION:

Name of Project: DEHUMIDIFICATION REPLACEMENT PROJECT

Project Location: WES DEIST AQUATIC CENTER

Owner: CITY OF IDAHO FALLS

Architect: AKM ARCHITECTURE, P.A.

Engineers:

Structural: G & S Structural Engineers

Mechanical: Musgrove Engineering, P.A.

Electrical: Musgrove Engineering, P.A.

DESCRIPTION OF THE WORK:

Work of Contract can be summarized by reference to the Contract, General Conditions, Supplementary Conditions, specification sections as listed in the "Table of Contents" bound herewith, drawings as listed in the "Index of Drawings" bound with the drawings, addenda, and modifications to the Contract Documents issued subsequent to the initial printing of this project manual, and including but not necessarily limited to printed matter referenced by any of these. It is recognized that work of Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions, and other forces outside the Contract Documents.

PERMITS AND FEES:

Contractor(s) shall obtain all permits and pay all fees as required by the City of Idaho Falls to construct this project and shall include the cost of such permits and fees in their bid. Permits that are applicable to this project are:

Building Permit
Plan Review
Electrical Permit
Plumbing Permit
Mechanical Permit
Sewer Connection
Fire Plan Review and Inspection

The cost of these permits and fees can be obtained by contacting the City of Idaho Falls Building Department at (208) 612-8270.

ALTERATIONS AND COORDINATION

The work of this Contract includes coordination of entire work of project, including preparation of general coordination drawings/diagrams/schedules, and control of site utilization; from the beginning of activity, through the project close-out and warranty periods.

CONTRACTORS' USE OF PREMISES

The Contractor shall limit his use of the premises to construction activities within the areas indicated on the Contract Documents. Portions of the site and of the existing buildings beyond areas in which construction operations are indicated shall not be disturbed.

Driveways and entrances serving the premises shall be kept clear and available to the Owner and to others using the premises at all times. Doors serving occupied portions of the buildings shall not be blocked at any time.

The Contractor shall at all times perform his work so as to provide a minimum of noise, disruption, dirt, debris accumulation, and congestion and shall at no time block access to or egress from the existing building and/or the site.

OWNER'S USE OF PREMISES

The Owner and facility users will occupy and/or use the site and the existing buildings or portions thereof, including portions adjacent to areas to receive work under this contract, during the construction period. Such occupancy and/or use shall not constitute acceptance of the Work or any part thereof. Nothing in the above shall imply that the Owner may abuse or in any way damage Work installed under this contract prior to final acceptance. The Contractor shall take special care to insure that no unnecessary disruption of normal routines will occur at the project work site. Access to and egress from buildings, grounds, service areas, parking areas, drives, and streets in use by the Owner and facility users shall be maintained at all times. Temporary disruptions of building services, equipment, etc. shall be scheduled with Owner. Normal function shall be restored as quickly as possible.

PROTECTION OF BUILDINGS, CONTENTS, AND GROUNDS:

The Contractor shall be responsible for any damage from whatever cause to portions of buildings, contents, grounds, landscaping, etc. to remain which result from operations under this contract, shall repair or replace, or make restitution as required for any such damage as may occur.

The Contractor shall provide temporary coverings, drapings, etc. to prevent staining or damage to horizontal and vertical building and site surfaces to remain during delivery of materials, storage of materials, demolition and during construction operations required under this contract.

PROTECTION OF BUILDING OCCUPANTS:

The existing buildings and the spaces therein, as well as the grounds and parking areas, will be occupied during the construction period. The Contractor, his subcontractor, and all employees shall at all times respect the safety, the privacy, and the property of all building occupants, users, and visitors.

The Contractor shall be responsible for any damage to or loss of occupant's personal property directly resulting from operations performed under this contract, and shall make restitution as required for any such damage or loss.

The Contractor shall take care to prevent hazardous or potentially hazardous conditions from developing. Materials, tools, accesses, etc. shall be safely stored and/or secured at the end of each work day to prevent hazard to all occupants. Adequate temporary

protective devices shall be installed at walkways and entrances to prevent injury to building users.

GROUND OPERATIONS AND EQUIPMENT AND MATERIALS STORAGE:

The Contractor shall conduct ground operations and shall store equipment, materials, etc. only in those areas, and as designated by the Owner and as discussed at the Preconstruction meeting. The Contractor shall be responsible for the security of all items of equipment and all materials for this project which are stored on site.

All materials stored on site shall be stored on blocking, blocks, or pallets and exterior moisture sensitive storage shall be fully covered with waterproof coverings. Tarps and coverings shall be properly secured to prevent blow off. Factory wrapped insulation shall be properly ventilated and covered.

OWNERSHIP OF REMOVALS:

The Contractor shall be responsible for any and all demolition and removal as may be necessary and required to fulfill the requirements of the Contract Documents.

All removals shall belong to the Contractor and shall be removed from the premises by him and legally disposed of at his expense.

WORK NOT NOTED, DETAILED, OR SPECIFIED

All work required for a complete installation or assembly, including asphalt patching, shall be included in the Contractor's bid. Where minor portions of the required work are not noted, detailed, or specified, such work shall be done in accordance with proven construction practice, manufacturer requirements, industry standards, or as directed by Architect. Such required work shall be done at no additional cost to Owner.

DIMENSIONS AND MEASUREMENTS:

The Contractor shall field verify all dimensions pertaining to the work and shall be responsible for the determination of all quantities of materials required for the work and for the accuracy of all dimensions of materials and items fabricated for this project. The Contractor shall not rely on the scale drawings in the project Drawings in the determination of exact quantities or dimensions.

ALTERNATES:

Definitions:

Alternates are defined as alternate products, materials, equipment, installation or systems for the work, which may, at Owner's option and under terms established by Instructions to Bidders, be selected and recorded in the Contract (Owner-Contractor Agreement) to either supplement or displace corresponding basic requirements of contract documents.

Alternates may or may not be substantially change scope and general character of the work; and must not be confused with "allowances", "unit prices", "change orders", "substitutions", and other similar provisions.

General Provisions:

A "Schedule of Alternates" is included at end of this section. Each alternate is defined by abbreviated language, recognizing that drawings and specification sections document the requirements. Coordination of related work is required to

ensure that work affected by each selected alternate is complete and properly interfaced with work of alternates.

Notifications:

Immediately following award of Contract, prepare and distribute to each entity to be involved in performance of the work, a notification of status of each alternate. Indicate which alternates have been: 1) Accepted, 2) Rejected, 3) Deferred for consideration at later date as indicated. Include full description of negotiated modifications to alternates, if any.

ALTERNATE NO. ONE:

Installation of Automatic Sliding doors in the existing Men's and Women's Locker Rooms including electrical connection for operator.

ALTERNATE NO. TWO:

Removal and replacement of the south portion of ductwork.

ALTERNATE NO. THREE

Provide Digital Direct Control (DDC) system that coordinates with the existing City System.

PART 2 – PRODUCTS (Not applicable).

PART 3 – EXECUTION (Not applicable).

01010 EMPLOYMENT PRACTICES

PART 1 GENERAL

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
- 3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided Executive Order No.

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

- 7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

01290 PAYMENT PROCEDURES

PART 1 GENERAL

RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

DEFINITIONS

Schedule of Values: A statement furnished by the Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

SCHEDULE OF VALUES

Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

- Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 1. Application for Payment forms with Continuation Sheets.
 2. Contractor's Construction Schedule.
- Submit the Schedule of Values to Architect at earliest possible date but no later than seven calendar days before the date scheduled for submittal of initial Applications for Payment.
- Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.

Format and Content: Use the Project Manual Table of Contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

- Identification: Include the following Project identification on the Schedule of Values:
 1. Project name and location
 2. Name of Architect
 3. Architect's project number
 4. Contractor's name and address
 5. Date of submittal
- Submit draft of AIA Document G703 Continuation Sheets.
- Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 1. Related Specification Section or Division
 2. Description of the Work

3. Name of subcontractor
4. Name of manufacturer or fabricator
5. Name of supplier
6. Change Orders (numbers) that affect value
7. Dollar value

Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100%.

- Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual Table of Contents. Provide several line items for principal subcontract amounts, where appropriate.
- Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 1. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
- Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 1. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
- Schedule Updating: Update and resubmit the Schedule of Values before the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

APPLICATIONS FOR PAYMENT

Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

- Initial Application for Payment, Application for Payment at time of Substantial Completion and final Application for Payment involve additional requirements.

Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.

Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

- Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
- Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. Each copy shall include waivers of lien and similar attachments.

- Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

- Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
- When an application shows completion of an item, submit final or full waivers.
- Owner reserves the right to designate which entities involved in the Work must submit waivers.
- Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

- List of subcontractors
- Schedule of Values
- Contractor's Construction Schedule (preliminary if not final)
- Products list
- List of Contractor's staff assignments
- List of Contractor's principal consultants
- Copies of building permits
- Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
- Initial progress report.
- Report of preconstruction conference
- Certificates of insurance and insurance policies
- Performance and payment bonds, if applicable
- Data needed to acquire Owner's insurance
- Initial settlement survey and damage report if required.

Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

- Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
- This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

- Evidence of completion of Project closeout requirements.

- Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
- Updated final statement, accounting for final changes to the Contract Sum.
- AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims"
- AIA Document G706A, "Contractor's Affidavit of Release of Liens"
- AIA Document G707, "Consent of Surety to Final Payment"
- Evidence that claims have been settled.
- Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of Work.
- Final, liquidated damages settlement statement.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

01310 PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

SUMMARY

This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

- Coordination Drawings
- Administrative and supervisory personnel.
- Project meetings.
- Requests for Interpretation (RFI'S)

Related Section include the following:

- Division 1 Section 01705 Project Closeout

DEFINITIONS

RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

COORDINATION

Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

- Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after it own installation.
- Make adequate provisions to accommodate items schedule for later installation.
- Where availability of space is limited, coordinate installation different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

- Prepare similar memoranda for Owner if coordination of his Work is required.

Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

- Preparation of Contractor's Construction Schedule.

- Preparation of the Schedule of Values.
- Installation and removal of temporary facilities and controls.
- Delivery and processing submittals.
- Progress meetings.
- Pre-installation conferences.
- Substantial completion inspection.
- Startup and adjustment of systems.
- Project closeout activities.

Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

- Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

SUBMITTALS

Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

- Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 1. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 2. Indicate required installation sequences.
 3. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- Sheet Size: At least 8-1/2 by 11 inches but not larger than 30 by 40 inches.
- Number of Copies: Submit five opaque copies of each submittal. Architect will return three copies.
 1. Mark up and retain once returned copy as a Project Record Drawing.
- Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

Key Personnel Names: Within 15 working days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

- Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all time.

ADMINISTRATIVE AND SUPERVISORY PERSONNEL

In addition to Project Superintendent and other administrative and supervisory personnel as required for proper performance of the Work provide specific coordinating personnel as follows:

- **Project Manager:** The General Contractor shall designate a Project Manager, who is experienced in the administration of building construction, including mechanical and electrical work, and who is hereby authorized to act as the general coordinator of interfaces between units of work. For purposes of this provision, "interface" is defined to include the scheduling and sequencing of work, sharing of access to work spaces, scheduling, preparation and follow-up of submittals, shop drawings, coordination of required inspection and tests, and other in-house duties not normally assigned to the Project Superintendent.

PROJECT MEETINGS

General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

- **Attendees:** Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
- **Agenda:** Prepare the meeting agenda. Distribute the agenda to all invited attendees.
- **Minutes:** Record significant discussion and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three working days of the meeting.

Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 working days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

- **Attendees:** Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- **Agenda:** Discuss items of significance that could affect progress, including the following:
 1. Tentative construction schedule.
 2. Critical work sequencing and long-lead items.
 3. Designation of key personnel and their duties.
 4. Procedures for processing field decisions and Change Orders.
 5. Procedures for RFI's.
 6. Procedures for testing and inspecting.
 7. Procedures for processing Applications for Payment.
 8. Distribution of the Contract Documents.

9. Submittal procedures.
10. Preparation of Record Documents.
11. Work restrictions.
12. Responsibility for temporary facilities and controls.
13. Construction waste management and recycling.
14. Parking availability.
15. Office, work, and storage areas.
16. Equipment deliveries and priorities.
17. First aid.
18. Security.
19. Progress cleaning.
20. Working hours.

- Minutes: Record and distribute meeting minutes.

Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.

- Attendees: Installer and representative of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installation that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
- Agenda: Review progress of other construction, including requirements for the following:
 1. The Contract Documents.
 2. Options.
 3. Related RFI's.
 4. Related Change Orders.
 5. Purchases.
 6. Deliveries.
 7. Submittals.
 8. Review of mockups.
 9. Possible conflicts.
 10. Compatibility problems.
 11. Time schedules.
 12. Weather limitations.
 13. Manufacturer's written recommendations.
 14. Warranty requirements.
 15. Compatibility of materials.
 16. Acceptability of substrates.
 17. Temporary facilities and controls.
 18. Space and access limitations.
 19. Regulations of authorities having jurisdiction.
 20. Testing and inspecting requirements.
 21. Installation procedures.
 22. Coordination with other work.
 23. Required performance results.
 24. Protection of adjacent work.
 25. Protection of construction and personnel.

- Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
- Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
- Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

Progress Meetings: Conduct progress meeting at regular intervals. Coordinate dates of meeting with preparation of payment requests.

- Attendees: In addition, representatives of Owner and Architect, each subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 1. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - a. Review schedule for next period.
 2. Review present and future needs of each entity present, including the following:
 - b. Interface requirements.
 - c. Sequence of operations.
 - d. Status of submittals.
 - e. Deliveries
 - f. Off-site fabrication.
 - g. Access.
 - h. Site utilization.
 - i. Temporary facilities and controls.
 - j. Work hours.
 - k. Hazards and risks.
 - l. Progress cleaning.
 - m. Quality and work standards.
 - n. Status of correction of deficient items.
 - o. Field observations.
 - p. RFI's
 - q. Status of proposal requests.
 - r. Pending changes.
 - s. Status of Change Orders.

- t. Pending claims and disputes.
 - u. Documentation of information for payment requests.
- Minutes: Record the meeting minutes.
- Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - 1. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation meetings.

- Attendees: In addition to representatives of Owner and Architect, each subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
- Reporting: Record meeting results and distribute copies to everyone in attendance and to other affected by decisions or actions resulting from each meeting.

REQUESTS FOR INTERPRETATION (RFI'S)

Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

- RFI's shall originate with Contractor. RFI's submitted by entities other than Contractor will be returned with no response.
- Coordinate and submit RFI's in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

- Project name.
- Date.
- Name of Contractor.
- Name of Architect.
- RFI number, numbered sequentially.
- Specification Section number and title and related paragraphs, as appropriate.

- Drawing number and detail references, as appropriate.
- Field dimensions and conditions, as appropriate.
- Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
- Contractor's signature.
- Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

Hard-Copy RFI's: Use form acceptable to Architect.

- Identify each page of attachments with the RFI number and sequential page number.

Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven calendar days for Architect's response for each RFI. RFI's received after 1:00 p.m. will be considered as received the following working day.

- The following RFI's will be returned without action:
 1. Requests for approval of submittals.
 2. Requests for approval of substitutions.
 3. Requests for coordination information already indicated in the Contract Documents.
 4. Requests for adjustments in the Contract Time or the Contract Sum.
 5. Requests for interpretation of Architect's actions on submittals.
 6. Incomplete RFI's or RFI's with numerous errors.
- Architect's action may include a request for additional information, in which case Architect's time for response will start again.
- Architect's action on RFI's that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures".
 1. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 working days of receipt of the RFI response.

On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven calendar days if Contractor disagrees with response.

RFI Log: Prepare, maintain, and submit a tabular log of RFI's organized by the RFI number. Submit log weekly. Include the following:

- Project name.
- Name and address of Contractor.
- Name and address of Architect.
- RFI number including RFI's that were dropped and not submitted.
- RFI description.

- Date the RFI was submitted.
- Date Architect's response was received.
- Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
- Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

GENERAL INSTALLATION PROVISIONS

Inspection of Conditions:

Require the installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

Manufacturer's Instructions:

Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.

Provide attachment and connection devices and methods necessary for securing work. Secure work true to line and level. Allow for expansion and building movement.

Visual Effects:

Provide uniform joint widths in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.

Recheck measurements and dimensions before starting each installation.

Install each component during weather conditions and project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

Coordinate temporary enclosure with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.

CLEANING AND PROTECTION:

During handling and installation work at project site clean and protect work in progress and adjoining work on a basis of perpetual maintenance. Apply suitable protective covering on newly installed work where reasonably required to ensure freedom from damage or deterioration at time of substantial completion; otherwise, clean and perform maintenance on newly installed work as frequently as necessary through remainder of

construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

Limiting Exposures:

Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

SUBMITTALS REQUIRED AFTER NOTICE OF AWARD

You will be required, as per this bid, to furnish the following within ten (10) calendar days from the receipt of the Notice of Award.

1. **Performance Bond** (100% of Contract Amount) or Government Obligation Bond.
2. **Payment Bond** (100% of Contract Amount) or Government Obligation Bond.
3. **Proof of Worker's Compensation** and Employer's Liability Insurance.
4. **Proof of Public Liability and Property Damage** Insurance.
5. **WH-5 Idaho State Tax Commission Public Works Contract Report.**
Found at: tax.idaho.gov
6. All **necessary Permits** prior to commencing work

01732 CUTTING AND PATCHING

PART 1 GENERAL

RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

SUMMARY

This Section includes procedural requirements for cutting and patching.

Related Sections include Divisions 2 through 26 for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

DEFINITIONS

Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

QUALITY ASSURANCE

Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity that results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety.

Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

WARRANTY

Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 PRODUCTS

MATERIALS

General: Comply with requirements specified in other Sections.

In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 EXECUTION

EXAMINATION

Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

- Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
- Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

PERPARATION

Temporary Support: Provide temporary support of Work to be cut.

Protections: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage in adjoining areas.

Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

PERFORMANCE

General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

- Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

Cutting: Cut in-place construction by sawing, drilling, breaching, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

- In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
- Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
- Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
- Excavating and Backfilling: Comply with requirements in applicable Division 3 Sections were required by cutting and patching operations.
- Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
- Proceed with patching after construction operations required cutting are complete.
- Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
- Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
- Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 1. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 2. Restore damaged pipe covering to its original condition.
- Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 1. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
- Ceiling: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

- Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

01770 CLOSEOUT PROCEDURES

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

SUMMARY

This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

- Inspection procedures
- Warranties
- Final Cleaning

Related Sections include the following:

- Division 1 Section "Payment Procedures" for requirements for Application for Payment for Substantial and Final Completion.
- Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- Divisions 2 through 26 for specific closeout and special cleaning requirements for the Work in those Sections.

SUBSTANTIAL COMPLETION

Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

- Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
- Advise Owner of pending insurance changeover requirements.
- Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
- Prepare and submit one set of Project Record Documents and two sets of Operation and Maintenance manuals, damage or settlement surveys, and similar final record information.
- Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
- Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
- Complete startup testing of systems.
- Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

- Complete final cleaning requirements, including touchup painting.
- Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

- Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
- Results of completed inspection will form the basis of requirements for Final Completion.

FINAL COMPLETION

Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

- Submit a final Application for Payment according to Division 1 Section "Payment Procedures".
- Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
- Submit final meter readings for utilities, measured record of stored fuel, and similar data as of time of substantial completion or when Owner took possession of and responsibility for corresponding elements of the work.
- Submit Consent of Surety.

Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

- Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

LIST OF INCOMPLETE ITEMS (PUNCH LIST)

Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing

correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

WARRANTIES

Organize warranty documents into an orderly sequence based on the Table of Contents of the Project Manual.

- Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 x 11" paper.
- Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
- Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project name, and name of Contractor.

Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

MATERIALS

Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 EXECUTION

FINAL CLEANING

General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

- Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 3. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

4. Remove tools, construction equipment, machinery, and surplus material from Project site.
5. Remove snow and ice to provide safe access to building.
6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
8. Sweep concrete floors broom clean in unoccupied spaces.
9. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
10. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace shipped or broken glass or other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
11. Remove labels that are not permanent.
12. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
13. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
14. Replace parts subject to unusual operating conditions.
15. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
16. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
17. Clean ducts, blowers, and coils if units were operated without filters during construction.
18. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
19. Leave Project clean and ready for occupancy.

Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste material from Project site and dispose of lawfully.

01782 OPERATION AND MAINTENANCE MANUAL

PART 1 GENERAL

RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

SUMMARY

This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

- Operation and maintenance documentation directory.
- Emergency manuals.
- Operation manuals for systems, subsystems, and equipment.
- Maintenance manuals for the care and maintenance of products, materials, and finishes and systems and equipment.

Related Sections include the following:

- Division 1 Section "Submittals" for submitting copies of submittals for operation and maintenance manuals.
- Division 1 Section "Closeout Procedures" for submitting operation and maintenance manuals.
- Division 1 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
- Division 2 through 26 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

DEFINITIONS

System: An organized collection parts, equipment, or subsystems united by regular interaction.

Subsystem: A portion of a system with characteristics similar to a system.

SUBMITTALS

Initial Submittal: Submit two draft copies of each manual at least 15 working days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return all copies of draft and mark whether general scope and content of manual are acceptable.

Final Submittal: Submit two copies of each manual in final form at least 15 working days before final inspection. Architect will return all copies with comments within 15 working days after final inspection.

- Correct or modify each manual to comply with Architect's comments. Submit each corrected manual to Owner within 15 working days of receipt of Architect's comments.

COORDINATION

Where operation and maintenance documentation include information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representative and prepare manuals.

PART 2 PRODUCTS

OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

Organization: Include a section in the directory for each of the following:

- List of documents.
- List of systems.
- List of equipment.
- Tables of contents.

List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

Identification: In the documentation directory and in each operation and maintenance manual. Identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

MANUALS, GENERAL

Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

- Title Page.
- Table of Contents.
- Manual contents.

Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

- Subject matter included in manual.
- Name and address of Project.
- Name and address of Owner.
- Date of submittal.
- Name, address, and telephone number of Contractor.
- Name and address of Architect.
- Cross-reference to related systems in other operation and maintenance manuals.

Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

- If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

- Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, size to hold 8-1/2 x 11 inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 1. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 2. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL", Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
- Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
- Protective Plastic Sleeves: Transparent plastic sleeve designed to enclose diagnostic software diskettes for computerized electronic equipment.
- Supplementary Text: Prepared on 8-1/2 x 11-inch white bond paper.
- Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 1. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 2. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing location.

EMERGENCY MANUALS

Content: Organize manual into a separate section for each of the following:

- Type of emergency.
- Emergency instructions.
- Emergency procedures.

Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

- Fire
- Flood
- Gas Leak
- Water Leak
- Power failure
- Water outage
- System, subsystem, or equipment failure.
- Chemical release or spill.

Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

Emergency Procedures: Include the following, as applicable:

- Instructions on stopping.
- Shutdown instructions for each type of emergency.
- Operating instructions for conditions outside normal operating limits.
- Required sequences for electric or electronic systems.
- Special operating instructions and procedures.

OPERATION MANUALS

Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

- System, subsystem, and equipment descriptions.
- Performance and design criteria if Contractor is delegated design responsibility.
- Operating standards.
- Operating procedures.
- Operating logs.
- Wiring diagrams.
- Control diagrams.
- Piped system diagrams.
- Precautions against improper use.
- License requirements including inspection and renewal dates.

Descriptions: Include the following:

- Product name and model number.
- Manufacturer's name.
- Equipment identification with serial number of each component.
- Equipment function.
- Operating characteristics.
- Limiting conditions.
- Performance curves.
- Engineering data and tests.
- Complete nomenclature and number of replacement parts.

Operating Procedures: Include the following, as applicable:

- Startup procedures
- Equipment or system break-in procedures.
- Routine and normal operating instructions.
- Regulation and control procedures.
- Instructions on stopping.
- Normal shutdown instructions.
- Seasonal and weekend operating instructions.
- Required sequences for electric or electronic systems.
- Special operating instructions and procedures.

Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

PRODUCT MAINTENANCE MANUAL

Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

Source Information: List each product included in manual, identified by product name and arrange to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

Product Information: Include the following, as applicable:

- Product name and model number.
- Manufacturer's name
- Color, pattern, and texture.
- Material and chemical composition.
- Reordering information for specially manufactured products.

Maintenance Procedures: Include manufacturer's written recommendations and the following:

- Inspection procedures.
- Types of cleaning agents to be used and methods of cleaning.
- List of cleaning agents and methods of cleaning detrimental to product.
- Schedule of routine cleaning and maintenance.
- Repair instructions.

Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

- Include procedures to follow and required notifications for warranty claims.

SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manuals' table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

- Standard printed maintenance instructions and bulletins.
- Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
- Identification and nomenclature of parts and components.
- List of items recommended to be stocked as spare parts.

Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

- Test and inspection instructions.
- Troubleshooting guide.
- Precautions against improper maintenance.
- Disassembly; component removal, repair, and replacement; and reassembly instructions.
- Aligning, adjusting, and checking instructions.
- Demonstration and training videotape, if available.

Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

- Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
- Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

- Include procedures to follow and required notifications for warranty claims.

PART 3 EXECUTION

MANUAL PREPARATION

Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

- Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
- Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

Manufacturer's Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

- Prepare supplementary test if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

- Do not use original Project Record Documents as part of operation and maintenance manuals.
- Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."

Comply with Division 1 Section "Project Closeout" for schedule for submitting operation and maintenance documentation.

01330 SUBMITTAL PROCEDURES

PART 1 GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

SUMMARY

This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

Related Sections include the following:

- Division 1 Section "Payment Procedures" for submitting Application for Payment and Schedule of Values.
- Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
- Division 1 Section "Closeout Procedures" for submitting warranties.
- Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- Division 1 Section "Operation and Maintenance Data" for submitting operations and maintenance manuals.
- Divisions 2 through 26 for specific requirements for submittals in those Sections.

DEFINITIONS

Action Submittals: Written and graphic information that required Architect's responsive action.

Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

SUBMITTAL PROCEDURES

Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

- Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
- Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of

submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

- Initial Review: Allow 15 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
- Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
- Resubmittal Review: Allow 15 working days for review of each resubmittal.
- Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 20 days for initial review of each submittal.
- Concurrent Consultant Review: Where approved by the Architect, submittals may be transmitted simultaneously to Architect and to Architect's consultants for concurrent review, allow 15 working days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.

Identification: Place a permanent label or title block on each submittal for identification.

- Indicate name of firm or entity that prepared each submittal on label or title block.
- Provide a space approximately 6 x 8" on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
- Include the following information on label for processing and recording action taken:
 1. Project name.
 2. Date.
 3. Name and address of Architect
 4. Name and address of Contractor.
 5. Name and address of subcontractor.
 6. Name and address of supplier.
 7. Name of manufacturer.
 8. Submittal number or other unique identifier, including revision identifier.
 9. Number and title of appropriate Specification Section.
 10. Drawing number and detail references, as appropriate.
 11. Location(s) where product is to be installed, as appropriate.
 12. Other necessary identification.

Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.

Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.

- Transmittal Form: Use form approved by Architect.
- Provide locations on form for the following information:
 1. Project name.

2. Date.
3. Destination (To:).
4. Source (From:).
5. Names of subcontractor, manufacturer, and supplier.
6. Category and type of submittal.
7. Submittal purpose and description.
8. Specification Section number and title.
9. Drawing number and detail references, as appropriate.
10. Transmittal number.
11. Submittal and transmittal distribution record.
12. Remarks.
13. Signature of transmitter.

Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

- Note date and content of previous submittal.
- Note date and content of revision in label or title block and clearly indicate extent of revision.
- Resubmit submittals until they are marked "Furnish as Submitted".

Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

Use for Construction: Use only final submittals.

PART 2 PRODUCTS

ACTION SUBMITTALS

General: Prepare and submit Action Submittals required by individual Specification Sections.

Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

- If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
- Mark each copy of each submittal to show which products and options are applicable.
 1. Manufacturer's written recommendations.
 2. Manufacturer's product specifications.
 3. Manufacturer's installation instructions.
 4. Standard color charts.
 5. Manufacturer's catalog cuts.
 6. Wiring diagrams showing factory-installed wiring.
 7. Printed performance curves.
 8. Operational range diagrams.
 9. Mill reports.
 10. Standard product operation and maintenance manuals.
 11. Compliance with specified referenced standards.
 12. Testing by recognized testing agency.

13. Application of testing agency labels and seals.
 14. Notation of coordination requirements.
- Submit Product Data before or concurrent with Samples.
 - Number of Copies: Submit a minimum of five copies of Product Data, unless otherwise indicated. Architect will retain one copy and return the remainder marked with action taken. Engineer (if required) will keep an additional copy. Retain two returned copies for Operation and Maintenance Manuals.

Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Document or standard printed data.

- Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 1. Dimensions.
 2. Identification of products.
 3. Fabrication and installation drawings.
 4. Roughing-in and setting diagrams.
 5. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 6. Shopwork manufacturing instructions.
 7. Templates and patterns.
 8. Schedules.
 9. Design calculations.
 10. Compliance with specified standards.
 11. Notation of coordination requirements.
 12. Notation of dimensions established by field measurement.
 13. Relationship to adjoining construction clearly indicated.
 14. Seal and signature of professional engineer if specified.
 15. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
- Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2x11 inches but no larger than 30x40 inches.
- Number of Copies: Submit a minimum of five copies of Shop Drawings, unless otherwise indicated. Architect will retain one copy and return the remainder marked with action taken. Engineer (if required) will keep an additional copy. Retain two returned copies for Operation and Maintenance Manuals.

Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics with other elements and for a comparison of these characteristics between submittal and actual components as delivered and installed.

- Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
- Identification: Attach label on unexposed side of Samples that includes the following:
 1. Generic description of Sample.
 2. Product name and name of manufacturer.
 3. Sample source.
 4. Number and title of appropriate Specification Section.

- Disposition: Maintain sets of approved Samples at Project Site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 1. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 2. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 1. Number of Samples: Submit three full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return two sets with options selected.
- Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: Partial section of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 1. Number of Samples: Submit three sets of Samples. Architect will retain one Sample set; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
 2. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 3. If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

- Type of product. Include unique identifier for each product.
- Number and name of room or space.
- Location within room or space.
- Number of Copies: Submit five copies of product schedule or list, unless otherwise indicated. Architect will retain up to one copy and return remainder.
 1. Mark up and retain returned copy as a Project Record Document.

Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation" for Construction Manager's action.

Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures".

Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures".

Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

- Name, address, and telephone number of entity performing subcontract or supplying products.
- Number and title of related Specification Sections(s) covered by subcontract.
- Drawing number and detail references, as appropriate, covered by subcontract.
- Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
 1. Mark up and retain one returned copy as a Project Record Document.

INFORMATIONAL SUBMITTALS

General: Prepare and submit Informational Submittals required by other Specification Sections.

- Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
- Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements".

Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination".

Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation".

Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

Product Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

- Name of evaluation organization.
- Date of evaluation.
- Time period when report is in effect.
- Product and manufacturer's names.
- Description of product.
- Test procedures and results.
- Limitations of use.

Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements".

Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data".

Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturers. Include the following, as applicable:

- Preparation of substrates.
- Required substrates tolerances.
- Sequence of installation or erection.
- Required installation tolerances.
- Required adjustments.
- Recommendations for cleaning and protection.

Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

- Name, address, and telephone number of factory-authorized service representative making report.
- Statement on condition of substrates and their acceptability for installation of product.
- Statement that products at Project site comply with requirements.
- Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
- Results of operational and other tests and a statement of whether observed performance complies with requirements.
- Other required items indicated in individual Specification Sections.
- Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

Material Safety Data Sheets (MSDSs): Submit information direction to Owner, do not submit to Architect.

- Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

DELEGATED DESIGN

Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

- If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

- Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 EXECUTION

CONTRACTOR'S REVIEW

Review each submittal and check for coordination with other Work of the Contract and for compliance with Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

Approval Stamp: Stamp each submittal with a uniform approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and state certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

ARCHITECT'S ACTION

General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

Action Submittals: Architect will review each submittal. Any corrections or comments made on the shop drawings during this review do not relieve the contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents.

Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

Submittals not required by the Contract Documents may not be reviewed and may be discarded.

01790 DEMONSTRATION AND TRAINING

PART 1 GENERAL

RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

SUMMARY

This Section includes administrative and procedural requirements for instruction Owner's personnel, including the following:

- Demonstration of operation of systems, subsystems, and equipment.
- Training in operation and maintenance of systems, subsystems, and equipment.

Related Sections include the following:

- Division 1 Section "Project Management and Coordination" for requirements for pre-instruction conferences.
- Divisions 2 through 26 Sections for specific requirements for demonstration and training for products in those Sections.

SUBMITTALS

Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:

- Inspect and discuss locations and other facilities required for instruction.
- Review and finalize instruction schedule and verify availability of educational materials, instructor's personnel, audiovisual equipment, and facilities needed to avoid delays.
- Review required content of instruction.
- For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

COORDINATION

Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.

Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 PRODUCTS

INSTRUCTION PROGRAM

Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections.

- Basis of System Design, Operational Requirements, and Criteria: Include the following:
 1. System, subsystem, and equipment descriptions.
 2. Performance and design criteria if Contractor is delegated design responsibility.
 3. Operating standards.
 4. Regulatory requirements.
 5. Equipment function.
 6. Operating characteristics.
 7. Limiting conditions.
 8. Performance curves.
- Documentation: Review the following items in detail:
 1. Emergency manuals.
 2. Operations manuals.
 3. Maintenance manuals.
 4. Project Record Documents.
 5. Identification systems.
 6. Warranties and bonds.
 7. Maintenance service agreements and similar continuing commitments.
- Emergencies: Include the following, as applicable:
 1. Instructions on meaning of warnings, trouble indications, and error messages.
 2. Instructions on stopping.
 3. Shutdown instructions for each type of emergency.
 4. Operating instructions for conditions outside of normal operating limits.
 5. Sequences for electric or electronic systems.
 6. Special operating instructions and procedures.
- Operations: Include the following, as applicable.
 1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.

5. Control sequences.
 6. Safety procedures.
 7. Instructions on stopping.
 8. Normal shutdown instructions.
 9. Operating procedures for emergencies.
 10. Operating procedures for system, subsystem, or equipment failure.
 11. Seasonal and weekend operating instructions.
 12. Required sequences for electric or electronic systems.
 13. Special operating instructions and procedures.
- Adjustments: Include the following:
 1. Alignments.
 2. Checking adjustments.
 3. Noise and vibration adjustments.
 4. Economy and efficiency adjustments.
 - Troubleshooting: Include the following:
 1. Diagnostic instructions.
 2. Test and inspection procedures.
 - Maintenance: Include the following:
 1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Procedures for routine cleaning.
 5. Procedures for preventive maintenance.
 6. Procedures for routine maintenance.
 7. Instruction on use of special tools.
 - Repairs: Include the following:
 1. Diagnosis instructions.
 2. Repair instructions.
 3. Disassembly; component removal, repair, and replacement; and, reassembly instructions.
 4. Instructions for identifying parts and components.
 5. Review of spare parts needed for operation and maintenance.

PART 3 EXECUTION

PREPARATION

Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.

Set up instructional equipment at instruction location.

INSTRUCTION

Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

- Owner will furnish Contractor with names and positions of participants.

Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

- Schedule training with Owner with at least seven calendar days advance notice.

Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

02072 SELECTIVE DEMOLITION

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Extent of selective demolition work is indicated on the drawings and by provisions of this section.

Selective Demolition Work includes the removal and subsequent offsite disposal of select building systems and components such as the following:

- Remove existing Exterior Insulation and Finish System as required for installation of new Ductwork
- Miscellaneous site improvements.

JOB CONDITIONS:

Condition of Structures:

Owner assumes no responsibility for actual condition of items or structures to be demolished.

Asbestos Containing Materials:

The Owner has completed the necessary surveys as required by the Environmental Protection Agency to determine the extent of asbestos containing materials in the areas noted for demolition. All asbestos material required to be removed has been removed under a separate contract. A copy of the test reports and abatement reports are available to the contractor upon request. Should the contractor expose any material that is suspected of containing asbestos, they shall notify the Architect immediately and the demolition operation shall stop until a determination can be made on the content of the subject material.

Partial Demolition and Removal:

Items indicated to be removed but of salvable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.

Protection:

Provide temporary barricades and other forms of protection as required to protect Owner's property.

Protect from damage existing work that is to remain in place and becomes exposed during demolition operations.

Damages:

Promptly repair damages caused to adjacent facilities by demolition work at no cost to Owner.

Traffic:

Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

Utility Services:

Maintain existing utilities, keep in service, and protect against damage during demolition operations.

PART 2 PRODUCTS

Not Applicable

PART 3 EXECUTION

DEMOLITION:

Notifications:

Notifications, which conform to any and all applicable federal, state and local regulations, are required. This shall be the sole responsibility of the Contractor.

The Contractor must notify the local office of the Environmental Protection Agency (EPA), and complete any necessary documentation regarding the removal, at least ten (10) working days prior to the start of demolition work.

Personal Protection:

The protection of the Contractor's personnel, and conformity to any and all applicable federal, state, and local regulations, shall be the sole responsibility of the Contractor.

General:

Erect temporary enclosures and dust partitions as required to protect areas not noted or scheduled for demolition work. Install dust proof covers over windows and air intakes as required to protect adjacent areas.

Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with governing regulations.

Promptly remove debris.

DISPOSAL OF DEMOLISHED MATERIALS:

Contractor shall notify landfill operator at least forty-eight (48) hours in advance of each delivery of materials for disposal.

If required by the landfill operator, contractor shall show proof of asbestos inspection to the landfill attendant before delivery.

Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site.

Burning of removed materials is not permitted on project site.

CLEAN-UP AND REPAIR:

Upon completion of demolition work, remove tools and equipment from site. Remove all temporary protection installed during operation.

Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work. Broom clean areas where demolition has occurred and ready for new construction as noted.

END OF SECTION

02110 SITE CLEARING

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Extent of site clearing is shown on drawings.

Site clearing work includes, but is not limited to:

- Removal of concrete curbs, gutters and walks.
- Removal of existing asphalt pavements as required.
- Removal of miscellaneous site improvements including landscape irrigation systems.
- Clearing and grubbing.
- Removal of topsoil.

JOB CONDITIONS:

Traffic:

Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.

Protection of Existing Improvements:

Provide protections necessary to prevent damage to existing improvements indicated to remain in place.

Protect improvements on adjoining properties and on Owner's property.

Restore damaged improvements to their original condition, as acceptable to parties having jurisdiction.

Protection of Existing Vegetation:

Protect existing vegetation indicated to remain in place, against excess foot or vehicular traffic, or parking of vehicles on vegetation.

Provide temporary guards to protect vegetation to be left.

Water vegetation to remain within limits of contract work as required to maintain their health during course of construction operations.

Repair or replace vegetation indicated to remain that is damaged by construction operations, in a manner acceptable to Architect.

Salvageable Improvements:

Carefully remove items indicated to be salvaged, and store on Owner's premises where indicated or directed.

PART 2 PRODUCTS

Not applicable.

PART 3 EXECUTION

SITE CLEARING:

General:

Remove grass and other vegetation, improvements, or obstructions interfering with installation of new construction. Remove such items elsewhere on site or premises as specifically indicated. Removal includes digging out stumps and roots.

Removal of Improvements:

Remove existing above-grade and below-grade improvements necessary to permit construction, and other work as indicated.

Remove existing curb, gutters, and walks to point indicated on drawings by either saw cutting at that point or by removing entire section to nearest cold joint beyond.

Remove existing asphalt pavements to point indicated on drawings. Saw cut pavements prior to removal to form smooth edge for abutting new pavements to.

Remove existing landscape irrigation system after Owner has terminated system and salvaged reusable components.

Clearing and Grubbing:

Clear site of vegetation interfering with construction shown on drawings.

Completely remove sod and other vegetation. Strip and roll usable sod and deliver to Owner for placement at other locations.

Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

Place fill material in horizontal layers not exceeding 6" loose depth, and thoroughly compact to a density equal to adjacent original ground.

Topsoil:

Topsoil is defined as friable clay loam surface soil found in a depth of not less than 4" nor greater than 12". Satisfactory topsoil is reasonably free of subsoil, clay, lumps, stones, and other objects over 2" in diameter, and without weeds, roots, and other objectionable material.

Strip topsoil to a depth of 6", in a manner to prevent intermingling with underlying subsoil or other objectionable material.

Stockpile topsoil in storage piles in areas shown, or where directed. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent wind-blown dust.

DISPOSAL OF WASTE MATERIAL:

Removal from Owner's Property:

Remove waste materials and unsuitable topsoil from Owner's property and dispose of off site in legal manner.

END OF SECTION

02200 EARTHWORK

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK

Extent of Earthwork is indicated on drawings.

Preparation of sub-grade for new concrete pad is included as part of this work.

QUALITY ASSURANCE:

Codes and Standards:

Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

JOB CONDITIONS:

Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

Do not interrupt existing utilities servicing facilities occupied and used by Owner or others, during occupied hours, except when permitted in writing by Architect and Owner and then only after acceptable temporary utility services have been provided.

Operate warning lights as recommended by authorities having jurisdiction.

Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

PART 2 PRODUCTS

SOIL MATERIALS

Definitions:

Satisfactory soil materials are defined and classified as GW, GP, SW and SP in accordance with the Unified Soils Classification System (USCS) and should consist of a 6-inch minus, select, clean, granular soil with no more than 50% oversize (greater than 3/4 inch) material and no more than 12% fines (less than #200).

Unsatisfactory materials are those defined and classified as SM, GM and ML in accordance with the Unified Soils Classification System (USCS).

Sub-base Material: Where specified or noted for use below asphalt pavement, curbs, gutters, or walks, naturally or artificially graded mixture of natural or crushed gravel, crushed stone, crushed slag, and natural or crushed sand where:

100% passes a 1" sieve
90-100% passes a 3/4" sieve
40-65% passes a No. 4 sieve
30-50% passes a No. 8 sieve
3-9% passes a No. 200 sieve.

Drainage Fill: Where noted or specified for use below interior building slabs, washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, where:

90 - 100% passes a 3/4" sieve
70-80% passes a No. 4 sieve
5-10% passing a No. 8 sieve.

Leveling Cushion: Where specified for use between footing and bedrock, use sub-base material as specified above.

Backfill and Fill Materials: Satisfactory soil materials free of clay, debris, waste, frozen materials, vegetable and other deleterious matter.

Topsoil: Friable natural loam, free from rocks, stones, weeds, brush, clay lumps, roots, twigs, and environmental contaminants.

PART 3 EXECUTION:

GENERAL:

Excavation Classification:

The following classifications of excavation will be made when rock excavation is encountered in work:

Earth Excavation includes excavation of pavements and other obstructions visible on ground surface; underground structures, utilities and other items indicated to be demolished and removed; together with earth and other materials encountered that are not classified as rock or unauthorized excavation.

Rock excavation in trenches and pits includes removal and disposal of materials and obstructions encountered which cannot be excavated with a 3/4 cubic yard capacity backhoe. Trenches in excess of 10'-0" in width and pits in excess of 30'-0" in either length or width are classified as open excavation.

Rock excavation in open excavations includes removal and disposal of materials and obstructions encountered which cannot be dislodged and excavated with modern tractor-mounted heavy-duty excavating equipment without drilling, blasting or ripping. Rock excavation equipment is defined as Caterpillar Model No. 973 or No. 977K, or equivalent track-mounted loader, rated at not less than 170HP flywheel power and developing 40,000-lb. breakout force (measured in accordance with SAE J732C).

Typical of materials classified as rock are boulders 1/2 cu. yd. or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.

Intermittent drilling or ripping performed to increase production and not necessary to permit excavation of material encountered will be classified as earth excavation.

Do not perform rock excavation work until material to be excavated has been cross-sectioned and classified by Architect/Engineer. Such excavation will be on basis of contract conditions relative to changes in work.

Rock Quantity lines are limited to the following:

Two feet outside of concrete work for which forms are required, except footings.
One foot outside perimeter of footings.

In pipe trenches, 6" below invert elevation of pipe and 18" wider than outside diameter of pipe.

Under slabs on grade, 6" below bottom of concrete slab.

Unauthorized Excavation:

Unauthorized excavation consists of removal of materials beyond indicated sub-grade elevations or dimensions without specific direction of Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be at Contractor's expense.

Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to Architect.

Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Architect.

When excavation has reached required sub-grade elevations, notify Architect and testing laboratory that will make an inspection of conditions.

If unsuitable bearing materials are encountered at required sub-grade elevations, carry excavations deeper and replace excavated material as directed by Architect.

Removal of unsuitable materials and its replacement as directed will be paid on basis of contract conditions relative to changes in work.

Stability of Excavations:

Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.

Maintain sides and slopes of excavations in safe condition until completion of backfilling.

Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition.

Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction.

Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.

Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area.

Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of sub-grades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or run-off area. Do not use trenching excavation as temporary drainage ditches.

Material Storage:

Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage.

Locate and retain soil materials away from edge of excavations.

Dispose of excess soil material and waste materials as herein specified.

EXCAVATIONS:

Excavation for Structures:

Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10' and extending a minimum of 10'-0" around perimeter of building foundations. Extend excavation further as required for installation of services, other construction and inspection.

Under entire building area and new concrete pad as noted above, remove sod, plantings, and topsoil as indicated in Section 02110 Site Clearing.

Excavate building area to required depth as indicated by footing elevations noted on drawings, but in no case less than 24" below bottom of footing elevation and not less than 24" laterally beyond edge of footings.

Excavations for Pavements:

Cut surface under pavements to comply with cross-sections, elevations and grades as shown.

Excavation for Utility Trenches:

Dig trenches to the uniform width required for particular item to be installed, sufficiently wide to provide ample working room. Provide minimum 9" clearance on both sides of pipe or conduit.

Excavate trenches to depth indicated on drawings or required by other sections of these specifications. Carry depth of trenches for piping to establish indicated flow lines and invert elevations and to allow for minimum depth of bedding material. Beyond building perimeter, keep bottoms of trenches sufficiently below finish grade to avoid freeze-ups.

Where rock is encountered, carry excavation 6" below required elevation and backfill with a 6" layer of crushed stone or gravel prior to installation of pipe. Grade bottoms of trenches as indicated, notching under pipe bells to provide solid bearing for entire body of pipe.

Backfill trenches with concrete where trench excavations pass within 18" of column or wall footings and which are carried below bottom of such footings, or which pass under wall footings. Place concrete to level of bottom of adjacent footing.

Concrete is specified in Division 3.

Do not backfill trenches until tests and inspections have been made and backfilling authorized by Architect/Engineer. Use care in backfilling to avoid damage or displacement of pipe systems.

Cold Weather Protection:

Protect excavation bottoms against freezing when atmospheric temperature is less than 35-degree F. (1 degree C.).

COMPACTION:

General:

Control soil compaction during construction providing minimum percentage of density specified for each area classification indicated below.

Where fill material is to be placed on native soils, proof roll native soil to determine if material is stable and free of any soft spots. If material is found to be stable, proceed with fill operation and compact material as specified herein. If soft and/or unstable material is encountered, notify Architect.

Building Footings:

Compact fill material below footings to 95% of maximum density per ASTM D 1557.

Building Slabs:

Compact fill materials below slabs, including drainage fill material, to 95% maximum density per ASTM D 1557.

Unpaved Areas:

Scarify/compact top 6" of sub-grade and each layer of backfill or fill material to 85% maximum density for cohesive soils per ASTM D1557.

Walkways:

Scarify/compact top 6" of sub-grade and each layer of backfill or fill material to 90% maximum density for cohesive soils per ASTM D 1557.

Moisture Control:

Where sub-grade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of sub-grade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.

Remove and replace, or scarify and air-dry, soil material that is too wet to permit compaction to specified density. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

BACKFILL AND FILL:

General:

Place acceptable soil material in layers to required sub-grade elevations, for each area classification listed below.

In excavations, use satisfactory excavated or borrow material.

Under curbs, gutters, walks, and pavements, use sub-base material or satisfactory excavated or borrow material or combination of both, as indicated on drawings.

In utility trenches, bed piping or conduits in minimum 6" of sub base material, washed sand, or blow sand, up to centerline of pipe. Extend bedding material to elevations 6" above top of pipe or conduit. Complete backfilling of utility trenches with satisfactory excavation or borrowed material.

Under building slabs use drainage fill material placed in indicated depth over excavation fill.

Backfill excavation as promptly as work permits, but not until completion of the following:

Acceptance of construction below finish grade including, where applicable, damp proofing, waterproofing and perimeter insulation.

Inspection, testing, approval, and recording locations of underground utilities.

Removal of concrete formwork.

Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities, or leave in place if required.

Removal of trash and debris.

Permanent or temporary horizontal bracing is in place or horizontally supported walls.

Prior to placing fill material, compact entire area to be filled to percentages noted.

Placement and Compaction:

Place first lift of backfill and fill material in one 12" loose depth and subsequent lifts in layers not more than 8" loose depth for material compacted by heavy compaction equipment and not more than 4" in loose depth for material compacted by hand-operated tampers.

Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

Place backfill and fill materials evenly adjacent to structures, piping or conduit to required elevations. Take care to prevent wedging action of backfill against structures or displacement of piping or conduit by carrying material uniformly around structure, piping or conduit to approximately same elevation in each lift.

GRADING:

General:

Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grade.

Grading Outside Building Lines:

Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes, and as follows:

Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10' above or below required sub-grade elevations.

Walks: Shape surface of areas under walks to line, grade and cross-section, with finish surface not more than 0.10' above or below required sub-grade elevation.

Pavements Substrates: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 1/2" above or below required sub-grade elevation.

FIELD QUALITY CONTROL:

Quality Control Testing During Construction:

Allow testing service to inspect and approve sub-grades and fill layers before further construction work is performed.

Testing service will perform field density tests in accordance with ASTM D 1556 (sand cone method) or ASTM D2922-78 (nuclear method), as applicable.

Footing Sub-grade: For each stratum of soil on which footing will be placed, conduct at least one test every 50 L.F. and at corners to verify required design bearing capacities.

Foundation Wall Backfill: Take at least 2 field density tests, at locations and elevations as directed.

MAINTENANCE:

Protection of Graded Areas:

Protect newly graded areas from traffic or erosion. Keep free of trash and debris.

Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

Reconditioning Compacted Areas:

Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

Settling:

Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

DISPOSAL OF EXCESS AND WASTE MATERIALS:

Removal from Owner's Property:

Remove waste materials, including unacceptable excavated material, trash and debris, and dispose of it off Owner's property.

END OF SECTION

02444 CHAIN LINK FENCING AND GATES

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to the work of this section.

DESCRIPTION OF WORK:

Extent of chain link fences and gates is shown on drawings.

QUALITY ASSURANCE:

Provide chain link fences and gates as complete units controlled by a single source including necessary erection accessories, fittings, and fastenings.

PART 2 PRODUCTS

GENERAL:

Dimensions shown for pipe, rails, and posts are outside dimensions.

STEEL FENCING:

Fabric:

No. 9 ga. finished size steel wires, 2" mesh, with top selvages knuckled, and bottom selvages twisted and barbed.

Furnish one-piece fabric widths, 72" wide.

Fabric finish, galvanized, ASTM A 392, Class I, with not less than 1.2 oz. zinc per sq. ft. of surface.

Framework:

Galvanized steel, ASTM A120 or A123, with not less than 1.8 oz zinc per sq. ft. of surface.

Hardware and Accessories:

Galvanized, ASTM A152, with zinc weights per Table I.

FRAMING AND ACCESSORIES:

End and Corner Posts:

Minimum sizes and weights as follow:

For 6' fabric height, 2.875" OD Schedule 40 steel pipe.

Line Posts:

Space 10' o.c. maximum, unless otherwise indicated, of following minimum sizes and weights.

For 6' fabric height, 2.375" OD Schedule 40 steel pipe.

Gate Posts:

Furnish posts for supporting single gate leaf, or one leaf of a double gate installation, for nominal gate widths as follows:

<u>Leaf Width</u>	<u>Gate Post</u>	<u>lbs./L.F.</u>
Under 6'	2.875" OD pipe	Schedule 40
Over 6' to 13'	4.000" OD pipe	Schedule 40
Over 13' to 20'	6.625" OD pipe	Schedule 40

Top Rail:

Manufacturer's longest lengths, with expansion type couplings, approximately 6" long, for each joint. Provide means for attaching top rail securely to each gate corner, corner, end and line posts.

1.625" OD Schedule 40

Tension Wire:

7 gage, coated coil spring wire, metal and finish to match fabric.

Locate at bottom of fabric.

Post tops:

Weather tight closure cap (for tubular posts), one cap for each post.

Furnish caps with openings to permit passage of top rail.

Stretcher Bars:

One-piece lengths equal to full height of fabric, with minimum cross-section of 3/16" x 3/4". Provide one stretcher bar for each gate and end post, and (2) for each corner and pull post, except where fabric is integrally woven into post.

Stretcher Bar Bands:

Space not over 15" o.c., to secure stretcher bars to end, corner, pull, and gate posts.

Gates:

Fabricate swing gate perimeter frames of 1.875" OD pipe. Metal and finish to match framework. Provide horizontal and vertical members to ensure proper gate operation and for attachment of fabric, hardware and accessories. Space so that frame members are not more than 8' apart.

Assemble gate frames by welding or with special fittings and rivets, for rigid connections. Use same fabric as for fence, unless otherwise indicated. Install fabric with stretcher bars at vertical edges and at top and bottom edges. Attach stretchers to gate frame at not more than 15" o.c. Attach hardware to provide security against removal or breakage. Install diagonal cross bracing consisting of

3/8" diameter adjustable length truss rods on gates to ensure frame rigidity without sag or twist.

Gate Hardware:

Furnish the following hardware and accessories for each gate.

Hinges:

Size and material to suit gate size, non-lift-off type, offset to permit 180-degree gate opening. Provide 1-1/2 pair of hinges for each leaf over 6' nominal height.

Latch:

Master Halco #17221 combination latch and keeper or equal.

Wire Ties:

For tying fabric to line posts, use wire ties spaced 12" o.c. For tying fabric to rails and braces, use wire ties spaced 24" o.c. For tying fabric to tension wire, use hog rings spaced 24" o.c.

Manufacturer's standard procedure will be accepted if of equal strength and durability.

Concrete:

Provide concrete consisting of Portland cement, ASTM C 150, aggregates ASTM C 33, and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength of 2500 psi using at least 4 sacks of cement per cu. yd., 1" maximum size aggregate, maximum 3" slump, and 2% to 4% entrained air.

PART 3 EXECUTION

INSTALLATION:

Do not begin installation and erection before final grading is completed, unless otherwise permitted.

Excavation:

Drill holes for posts in firm, undisturbed or compacted soil, as follows:

Corner and line posts:

8" diameter, 30" deep.

Gate posts:

(3) times diameter of post, 48" deep.

Unless otherwise indicated, excavate hole depths approximately 3" lower than post bottom.

Setting Posts:

Center and align posts in holes 3" above bottom of excavation.

Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.

Top Rails:

Run rail continuously through post caps, bending to radius for curved runs.
Provide expansion couplings as recommended by fencing manufacturer.

Tension Wire:

Install tension wires before stretching fabric and tie to each post with not less than 6 ga. galvanized wire. Fasten fabric to tension wire using 11 ga. galvanized steel hog rings spaced 24" o.c.

Fabric:

Leave approximately 2" between finish grade and bottom selvage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Install fabric on security side of fence, and anchor to framework so that fabric remains in tension after pulling force is released.

Stretcher Bars:

Thread through or clamp to fabric 4" o.c., and secure to posts with metal bands spaced 15" o.c.

Gates:

Install gates plumb, level, and secure for full opening without interference. Install ground-set items in concrete for anchorage, as recommended by fence manufacturer. Adjust hardware for smooth operation and lubricate where necessary.

Tie Wires:

Use U-shaped wire, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least (2) full turns. Bend wire to minimize hazard to persons or clothing.

Fasteners:

Install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

END OF SECTION

03010 CONCRETE WORK

PART 1 GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract including General and Supplementary Conditions and Division 1 Specification sections apply to work of this section.

DESCRIPTION OF WORK:

The extent of concrete work is shown on the drawings and includes concrete for building foundations and slabs.

QUALITY ASSURANCE:

Comply with provisions of following codes, specifications and standards except where more stringent requirements are shown or specified.

Concrete Testing Service:

Owner will employ, under separate contract, a testing laboratory to perform material evaluation tests and to review concrete mix designs. Reports shall be sent to the Architect, with a copy to the Contractor.

Materials and installed work may require testing and re-testing as directed by Architect, at any time during progress of work. Allow free access to materials stockpiles and facilities. Tests, not specifically indicated to be done at Owner's expense, including re-testing of rejected materials and installed work, shall be done at Contractor's expense.

SUBMITTALS:

Submit laboratory test reports for concrete materials and mix design test as specified.

Provide materials certificates in lieu of materials laboratory test reports when permitted by Architect. Material certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

PART 2 PRODUCTS

FORM MATERIALS:

Forms for Exposed Finish Concrete:

Unless otherwise indicated, construct formwork for exposed concrete surfaces with plywood, metal, metal-framed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection.

Use Overlaid plywood complying with U.S. Product Standard PS-1 "B-B High Density Overlaid Concrete Form", Class I.

Forms for Unexposed Finish Concrete:

Form concrete surfaces that will be unexposed in finished structure with plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.

Form Coatings:

Provide commercial formulation form-coating compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

REINFORCING MATERIALS:

Reinforcing Bars:

ANSI/ASTM A 615, Grade 60, deformed, or as noted on structural Drawings.

Supports for Reinforcement:

Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI recommendations, unless otherwise acceptable.

For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.

CONCRETE MATERIALS:

Portland Cement:

ANSI/ASTM C 150, Type I and II unless otherwise acceptable to Architect.

Use one brand of cement throughout project, unless otherwise acceptable to Architect.

Normal Weight Aggregates:

ANSI/ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete.

Local aggregates not complying with ANSI/ASTM C 33, but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to the Architect.

Water:

Potable

Air-Entraining Admixture:

ANSI/ASTM C 260.

Water Reducing Admixtures:

ASTM C 494, Type A containing no set accelerating or set retarding compounds, chlorides, fluorides or nitrates.

Calcium chloride:

Not permitted.

RELATED MATERIALS:

Non-Shrink Grout:

CRD-C 588, factory pre-mixed grout, Type D, non-metallic.

Moisture Retaining Cover:

One of the following, complying with ANSI/ASTM C 171:

Waterproof paper.

Polyethylene film.

Polyethylene coated burlap.

Liquid Membrane Forming Curing Compound:

Federal Spec. TT-C-800, Type I, unless other type acceptable to Architect.

Subject to compliance with requirements, provide membrane forming curing compound by one of the following:

"MB-429"; Master Builders

"Kure N Seal 800"; Sonneborn-Contech.

"Clear Seal 800"; W.R. Grace

"Dress and Seal"; L & M Construction Chemicals

PROPORTIONING AND DESIGN OF MIXES:

Design Mixes:

Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. If trial batch method is used, use an independent testing facility acceptable to Architect for preparing and reporting proposed mix design. The testing facility shall not be the same as used for field quality control testing unless otherwise acceptable to Architect.

Submit written reports to Architect of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed by Architect.

Design mixes to provide normal weight concrete with the following properties, as indicated on drawings and schedules:

For concrete used in footings, foundations and interior slabs placed on grade:
3000 psi 28-day compressive strength; 517 lbs. cement per cu. yd. minimum;
W/C ratio, 0.52 maximum.

Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results or other circumstances warrant; at no additional cost to Owner and as accepted by Architect.

Laboratory test data for revised mix design and strength results must be submitted to and accepted by Architect before using in work.

Admixtures:

Use water-reducing admixture or high range water-reducing admixture (super plasticizer) in all concrete.

Use air-entraining admixture in exterior exposed concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having air content within following limits:

4-7% for concrete exposed to freeze/thaw

2-4% for concrete not exposed to freeze/thaw

Slump Limits:

Proportion and design mixes to result in concrete slump at point of placement as follows:

Ramps and sloping surfaces: Not more than 4".

Reinforced foundation systems: Not less than 1" and not more than 5".

Concrete containing HRWR mixture (super plasticizer): Not more than 8".

Other Concrete: Not less than 1" and not more than 4".

PART 3 – EXECUTION

FORMS:

Design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position.

Design formwork to be readily removable without impact, shock or damage to cast-in-place concrete surfaces and adjacent materials.

Construct forms to sizes, shapes, lines and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent leakage of cement paste.

Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to

place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like to prevent swelling and for easy removal.

Chamfer exposed corners and edges as indicated using wood, metal, PVC or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

Form Ties:

Factory-fabricated, adjustable length, removable or snapoff metal form ties, designed to prevent form deflection, and to prevent spalling concrete surfaces upon removal.

At exposed exterior walls, provide ties so portion remaining within concrete after removal is at least 1-1/2" inside concrete.

Provisions for Other Trades:

Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses and chases from trades providing such items. Accurately place and securely support items built into forms.

Cleaning and Tightening:

Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, woods, sawdust, dirt and other debris just before concrete is placed. Re-tighten forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.

PLACING REINFORCEMENT:

Comply with ACI-315-Latest for details and methods of reinforcement placement and supports, and as herein specified. Refer to Structural notes, Sheet S-1 for additional requirements on fabrication, splices, laps, and etc.

Clean reinforcement of loose rust and mill scale, earth, ice and other materials that reduce or destroy bond with concrete.

Accurately position, support and secure reinforcement against displacement by formwork, construction or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required. Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

JOINTS:

Construction Joints:

Locate and install construction joints, which are not shown on drawings, so as not to impair strength and appearance of the structure, as acceptable to Architect.

Provide keyways at least 1-1/2" deep in construction joints in walls and slabs. Refer to Structural plans for type and location of joints.

Place construction joints perpendicular to the main reinforcement. Continue reinforcement across construction joints.

Isolation Joints in Slabs-on-Ground:

Construct isolation joints in slabs-on-ground at points of contact between slabs-on-ground and vertical surfaces, such as column pedestals, foundation walls, grade beams and elsewhere as indicated.

Contraction (Control) Joints in Slabs-on-Ground:

Construct contraction joints in slabs-on-ground to form panels of patterns as shown. Use inserts 1/4" wide x 1/4 of slab depth, unless otherwise indicated.

Form contraction joints by inserting premolded hardboard or fiberboard strip into fresh concrete until top surface of strip is flush with slab surface. After concrete has cured, remove inserts and clean groove of loose debris.

Contraction joints may be formed by saw cuts as soon after slab finishing without dislodging aggregate.

INSTALLATION OF EMBEDDED ITEMS:

General:

Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of items to be attached thereto.

Edge Forms and Screed Strips for Slabs:

Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units sufficiently strong to support types of screed strips by use of strike-off templates or accepted compacting type screeds.

PREPARATION OF FORM SURFACES:

Coat contact surfaces of forms with a form-coating compound before reinforcement is placed.

Thin form-coating compounds only with thinning agent of type, and in amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's recommendations.

Coat steel forms with a non-staining, rust-preventive form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

CONCRETE PLACEMENT:

Pre-placement Inspection:

Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.

Coordinate the installation of joint materials and moisture barriers with placement of forms and reinforcing steel.

General:

Comply with ACI 304, and as herein specified.

Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.

Placing Concrete in Forms:

Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

Consolidate placed concrete by mechanical vibrating equipment supplemented by hand spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI recommended practices.

Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine.

Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

Placing Concrete Slabs:

Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.

Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.

Bring slab surfaces to correct level with straightedge and strikeoff. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.

Maintain reinforcing in proper position during concrete placement operations.

Hot Weather Placing:

When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305.

Wet forms thoroughly before placing concrete.

Cold Weather Placing:

Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.

When air temperature has fallen to or is expected to fall below 40 degrees F. (4 degrees C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 degrees F (10 degrees C), and not more than 80 degrees F (27 degrees C) at point of placement.

Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

Do not use calcium chloride, salt and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted in mix design.

FINISH OF FORMED SURFACES:

Smooth Form Finish:

For formed concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, painting or other similar system. This is as-cast concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with fins or other projections completely removed and smoothed.

MONOLITHIC SLAB FINISHES:

Trowel Finish:

Apply trowel finish to monolithic slab surfaces to be exposed-to-view, and slab surfaces to be covered with resilient flooring, paint or other thinfilm finish coating system.

After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface.

Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding 1/8" in 10' when tested with a 10' straightedge. Grind smooth surface defects that would telegraph through applied floor covering system.

CONCRETE CURING AND PROTECTION:

General:

Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting; keep continuously moist for not less than 7 days. Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.

Curing Methods:

Perform curing of concrete by moisture-retaining cover curing, by application of liquid membrane forming curing compound or by combinations thereof, as herein specified.

Moisture-retaining Cover Curing:

Cover concrete surfaces with 6-mil poly sheet placed in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period.

Liquid Membrane Forming Curing Compound:

Cure concrete by applying specified compound with equipment and at rate recommended by compound manufacturer.

Curing Formed Surfaces:

Cure formed concrete surfaces, including undersides of beams, supported slabs and similar surfaces by moisture-retaining cover. Form to remain in place for full curing period. If forms are removed, continue curing by method specified above.

Curing Unformed Surfaces:

Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by application of liquid membrane forming curing compound.

Final cure concrete surfaces to receive liquid floor hardener or finish flooring by use of moisture retaining cover, unless otherwise directed.

REMOVAL OF FORMS:

Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 degrees F (10 degrees C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

Formwork supporting weight of concrete, such as beam soffits, joints, slabs and other structural elements, may not be removed in less than 14 days and until concrete has attained design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete by testing field-cured specimens' representative of concrete location or members.

RE-USE OF FORMS:

Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.

When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Architect.

MISCELLANEOUS CONCRETE ITEMS:

Equipment Bases and Foundations:

Provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with certified diagrams or templates of manufacturer furnishing machines and equipment.

CONCRETE SURFACE REPAIRS:

Patching Defective Areas:

Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Architect.

Cut out honeycomb, rock pockets, voids over 1/4" in any dimension, and holes left by tie rods and bolts, down to solid concrete, but in no case to a depth of less than 1". Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water and brush-coat the area to be patched with specified bonding agent. Place patching mortar after bonding compound has dried.

Repair of Formed Surfaces:

Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Architect. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets; fins and other projections on surface; and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry pack mortar.

Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.

Repair of Unformed Surfaces:

Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having required slope.

Repair finished unformed surfaces that contain defects that affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.

Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.

Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to Architect.

Repair defective areas, except random cracks and single holes not exceeding 1" diameter, but cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4" clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

Repair isolated random cracks and single holes not over 1" in diameter by dry-pack method. Groove top of cracks and cutout holes to sound concrete and clean of dust, dirt and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of one part Portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry pack after bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched areas continuously moist for not less than 72 hours.

Use epoxy-based mortar for structural repairs, where directed by Architect.

Repair methods not specified above may be used, subject to acceptance of Architect.

END OF SECTION

05500 METAL FABRICATIONS

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Metal fabrications include items made from iron and steel shapes, plates, bars, strips, tubes, pipes and castings which are not a part of structural steel or other metal systems specified elsewhere.

Types of work in this section include metal fabrications for:

- Miscellaneous framing and supports.
- Miscellaneous steel trim.
- Pipe Bollard

QUALITY ASSURANCE:

Field Measurements:

Take field measurements prior to preparation of shop drawings and fabrication, where possible. Do not delay job progress; allow for trimming and fitting where taking field measurements before fabrication might delay work.

Shop Assembly:

Pre-assemble items in shop to greatest extent possible to minimize field splicing and assembly.

Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

SUBMITTALS:

Submit shop drawings for fabrication and erection of miscellaneous metal fabrications. Include plans, elevations and details of sections and connections. Show anchorage and accessory items. Provide templates for anchor and bolt installation by others.

PART 2 PRODUCTS

MATERIALS:

METALS:

Metal Surfaces, General:

For fabrication of miscellaneous metal work that will be exposed to view, use only materials that are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.

Steel Plates, Shapes and Bars:
ASTM A 36.

Brackets, Flanges and Anchors:
Cast or formed metal of the same type material and finish as supported rails,
unless otherwise indicated.

Concrete Inserts:
Threaded or wedge type; galvanized ferrous castings, either malleable iron,
ASTM A 47, or cast steel, ASTM A 27. Provide bolts, washers and shims as
required, hot-dip galvanized, ASTM A 153.

FASTENERS:

General:
Provide zinc-coated fasteners for exterior use of where built into exterior walls.
Select fasteners for the type, grade and class required. Provide with spacers
and shims where noted.

Bolts and Nuts:
Regular hexagon head type, ASTM A 307, Grade A.

Machine Screws:
Cadmium plated steel, FS FF-S-92.

Plain Washers:
Round, carbon steel, FS FF-W-92.

Masonry Anchorage Devices:
Expansion shields, FS FF-S-325.

Lock Washers:
Helical spring type carbon steel, FS FF-W-84.

PAINT:

Metal Primer Paint:
Red lead mixed pigment, alkyd varnish, linseed oil paint FS TT-P-86, Type II; or
red lead iron oxide, raw linseed oil, alkyd paint, Steel Structures Painting Council
(SSPC) Paint 2-64; or basic lead silico chromate base iron oxide, linseed oil,
alkyd paint, FS TT-P-615, Type II.

Primer selected must be compatible with finish coats of paint. Coordinate
selection of metal primer with finish paint requirements specified in Division 9.

Galvanizing Repair Paint:
High zinc dust content paint for re-galvanizing welds in galvanized steel,
complying with the Military Specifications MIL-P-21035 (Ships).

PIPE BOLLARD SLEEVES:

High visibility, polyethylene sleeve with UV inhibitors and domed top.
FS Industries Engineered Steel Products; Model #1730
Color as selected by Architect.

FABRICATION, GENERAL:

Use materials of size and thickness indicated or, if not indicated, as required to produce strength and durability in finished product for use intended. Work to dimensions shown or accepted on shop drawings, using proven details of fabrication and support. Use type of materials shown or specified for various components of work.

Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32" unless otherwise shown. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

Weld corners and seams continuously, complying with AWS recommendations. **At exposed connections on all handrails and guardrails grind exposed welds smooth and flush to match and blend with adjoining surfaces.**

Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type shown or, if not shown, Phillips flat head (countersunk) screws or bolts.

Provide for anchorage of type shown, coordinated with supporting structure. Fabricate and space anchoring devices to provide adequate support for intended use.

Cut, reinforce, drill and tap miscellaneous metal work as indicated to receive finish hardware and similar items.

Galvanizing:

Provide a zinc coating for those items shown or specified to be galvanized, as follows:

- ASTM A 123 for galvanizing rolled, pressed and forged steel shapes, plates, bars and strip 1/8" thick and heavier.
- ASTM A 386 for galvanizing assembled steel products.

Shop Prime Painting:

Shop prime paint miscellaneous metal work, except members or portions of members to be embedded in concrete or masonry, surfaces and edges to be field welded, and galvanized surfaces, unless otherwise indicated.

Remove scale, rust and other deleterious materials before applying shop coat. Clean off heavy rust and loose mill scale in accordance with SSPC SP-2 "Hand Tool Cleaning", or SSPC SP-3 "Power Tool Cleaning", or SSPC SP-7 "Brush-off Blast Cleaning".

Remove oil, grease and similar contaminants in accordance with SSPC SP-1 "Solvent Cleaning".

Immediately after surface preparation, brush or spray on primer in accordance with manufacturer's instructions, and at a rate to provide uniform dry film thickness of 2.0 mils for each coat. Use painting methods which will result in full coverage of joints, corners, edges and exposed surfaces.

MISCELLANEOUS METAL FABRICATIONS:

LOOSE STEEL LINTELS:

Provide loose structural steel lintels for openings and recesses in masonry walls and partitions as shown and for support of masonry veneers where shown. Weld adjoining members together to form a single unit where indicated.

Provide not less than 8" bearing at each side of openings, unless otherwise indicated.

MISCELLANEOUS FRAMING AND SUPPORTS:

Provide miscellaneous steel framing and supports that are not a part of structural steel framework, as required to complete work.

Fabricate miscellaneous units to sizes, shapes and profiles shown or, if not shown, of required dimensions to receive adjacent other work to be retained by framing. Except as otherwise shown, fabricate from structural steel shapes and plates and steel bars of welded construction using mitered joints for field connection. Cut, drill and tap units to receive hardware and similar items.

Equip units with integrally welded anchors for casting into concrete or building into masonry. Furnish inserts if units must be installed after concrete is placed.

Except as otherwise shown, space anchors 24" o.c. and provide minimum anchor unit of 1-1/4" x 1/4" x 8" steel straps.

MISCELLANEOUS STEEL TRIM:

Provide structural steel shelf angles of sizes shown for attachment to concrete framing. Provide slotted holes to receive 3/4" bolts, spaced not more than 6" from ends and not more than 24" o.c., unless otherwise indicated.

Furnish wedge-type concrete inserts, complete with fasteners, for attachment of shelf angles to cast-in-place concrete.

PART 3 EXECUTION

PREPARATION:

Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, such as concrete inserts, sleeves, anchor bolts and miscellaneous items having integral anchors, which are to be embedded in concrete or masonry construction. Coordinate delivery of such items to project site.

INSTALLATION:

GENERAL:

Fastening to In-Place Construction:

Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction: including, threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws and other connectors as required.

Cutting, Fitting and Placement:

Perform cutting, drilling and fitting required for installation of miscellaneous metal fabrications. Set work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry or similar construction.

Fit exposed connections accurately together to form tight hairline joints. Weld connections that are not to left as exposed joints, but cannot be shop welded because of shipping size limitations. Grind exposed joints smooth and touch-up shop paint coat. Do not weld, cut or abrade the surfaces of exterior units which have been hot-dip galvanized after fabrication, and are intended for bolted or screwed field connections.

Field Welding:

Comply with AWS Code for procedures of manual shielded metal-arc welding, appearance and quality of welds made, and methods used in correcting welding work.

ADJUST AND CLEAN:

Touch-up paint:

Cleaning and touch-up painting of field welds, bolted connections and abraded areas of the shop paint on miscellaneous metal is specified in Division 9 of these specifications.

For galvanized surfaces:

Clean field welds, bolted connections and abraded areas and apply 2 coats of galvanizing repair paint.

END OF SECTION

06100 ROUGH CARPENTRY

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Rough carpentry includes carpentry work not specified as part of other sections and which is generally not exposed, except as otherwise indicated. Types of work in this section include rough carpentry for:

- Wood framing.
- Sheathing.

REFERENCES:

Lumber Standards:

- Comply with PS 20 and with applicable rules of the respective grading and inspecting agencies for species and products indicated.

Plywood Product Standards:

- Comply with PS 1 (ANSI A 199.1) or, for products not manufactured under PS 1 provisions, with applicable APA Performance Standard for type of panel indicated.

PRODUCT HANDLING:

Keep materials dry at all times. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood, and provide air circulation within stacks.

JOB CONDITIONS:

Fit carpentry work to other work, scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking grounds and similar supports to allow proper attachment of other work.

PART 2 PRODUCTS

MATERIALS:

Lumber, General:

- Factory mark each piece of lumber with type, grade, mill and grading agency except omit marking from surfaces to be exposed with transparent finish or without finish.

Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20, for moisture content specified for each use.

Provide dressed lumber, S4S, unless otherwise indicated.

Provide seasoned lumber with 19% maximum moisture content at time of dressing.

Framing Lumber (2" through 4" thick):

For light framing provide No. 2, Douglas Fir or Larch.

Concealed Boards:

Where boards will be concealed by other work, provide lumber of 19% maximum moisture content.

Miscellaneous Lumber:

Provide wood for support or attachment of other work including cant strips, bucks, nails, blocking, furring, grounds, stripping, and similar members. Provide lumber of sizes indicated, worked into shapes shown, and as follows:

19% maximum moisture content for lumber items not specified to receive wood preservative treatment.

Grade:

Provide construction Grade light framing size lumber of any species or board size lumber as required. Provide No. 2 boards.

Plywood:

Identify each plywood panel with appropriate APA trademark.

Where plywood panels will be used for the following concealed types of applications, provide APA Performance-Rated Panels complying with requirements indicated for grade designation, span rating, exposure durability classification, and edge detail (where applicable). Thickness as noted on drawings.

Wall Sheathing

Exposure Durability Classification: EXPOSURE 2

Span Rating: As required to suit stud spacing indicated and as per structural notation.

Roof Sheathing: APA RATED SHEATHING

Exposure Durability Classification: EXTERIOR

Span Rating: As required to suit rafter spacing indicated and as per structural notation.

Miscellaneous Materials:

Provide fasteners and anchors of size, type, materials and finish as indicated on structural drawings and as recommended by applicable standards, complying with applicable Federal Specifications for nails, staples, screws, bolts, nuts washers, and anchoring devices.

Provide metal hangers and framing anchors of the size and type recommended by the manufacturer for each use including recommending nails.

Where rough carpentry work is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners and anchors with a hot-dip zinc coating (ASTM A 153).

WOOD TREATMENT:

Where lumber or plywood is indicated as "Treated", or is specified herein to be treated, comply with applicable requirements of AWPB Standards C2 (Lumber) and C9 (Plywood) and of AWPB Standards listed below. Mark each treated time with the AWPB Quality Mark Requirements.

Pressure treated above ground items with water-borne preservatives complying with AWPB LP-2. After treatment, kiln-dry to maximum moisture content of 15%. Treat indicated items and the following:

Wood cants, nailers, curbs, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers and waterproofing.

Wood sills, sleepers, blocking, furring, stripping and similar concealed members in contact with concrete.

Wood framing members less than 18" above grade.

Complete fabrication of treated items prior to treatment, where possible. If cut after treatment, coat cut surfaces with heavy brush coat of same chemical used for treatment. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.

PART 3 EXECUTION

INSTALLATION:

GENERAL:

Discard units of material with defects that might impair quality of work, and units that are too small to use in fabricating work with minimum joints or optimum joint arrangement.

Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.

Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.

Use common wire nails, except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood, pre-drill as required.

Wood Framing, General:

Provide framing members of sizes and on spacing shown, and frame openings as shown, or if not shown, comply with recommendations of "Manual for House Framing" of National Forest Products Association. Do not splice structural members between supports.

Anchor and nail as shown on Structural Drawings.

Construct corners and intersections with not less than 3 studs. Provide miscellaneous blocking and framing as shown and as required for support of facing materials, fixtures, specialty items and trim.

Frame openings with multiple studs and headers as shown. Provide nailed header members of thickness equal to width of studs. Set headers on edge and support on jamb studs.

For non-bearing partitions, provide double jamb studs and headers not less than 6" deep for openings 3 feet and less in width, and not less than 8" deep for wider openings.

Stud Framing, Non-Bearing:

Provide stud framing where shown for non-bearing walls and partitions. Unless otherwise shown, use 2" x 4" wood studs spaced 16" o.c. with 4" face perpendicular to direction of wall or partition. Provide single bottom plate and double top plates 2" thick by width of studs. Nail or anchor plates to supporting construction.

Stud Framing, Bearing:

Provide stud framing where shown for bearing walls, shear walls, and other structural walls as indicated on the Structural Drawings.

Installation of Plywood:

Comply with applicable recommendations contained in Form NO. E 304, "APA Design/Construction Guide – Residential & Commercial", for types of plywood products and applications indicated.

Fastening Methods:

Fasten panels as indicated on architectural and/or structural drawings.

END OF SECTION

07200 INSULATION

PART 1 GENERAL

DESCRIPTION OF WORK:

Extent of insulation work is shown on drawings and indicated by provisions of this section.

Applications of insulation specified in this section include the following:

- Blanket-type building insulation
- Vapor barriers

QUALITY ASSURANCE:

Thermal Conductivity:

Thicknesses indicated are for thermal conductivity (k-value at 75 degrees F. or 24 degrees C) specified for each material. Provide adjusted thicknesses as directed for equivalent use of material having a different thermal conductivity. Where insulation is identified by "R" value, provide thickness required to achieve indicated value.

PRODUCT HANDLING:

General Protection:

Protect insulations from physical damage and from becoming wet, soiled, or covered with ice or snow.

Comply with manufacturer's recommendations for handling, storage and protection during installation.

Protection for Plastic Insulation:

Do not expose to sunlight, except to extent necessary for period of installation and concealment.

Protect against ignition at all times. Do not deliver plastic insulating materials to project site ahead of installation time. Complete installation and concealment of plastic material as rapidly as possible in each area of work.

PART 2 PRODUCTS

MATERIALS:

Mineral/Glass Fiber Blanket/Batt Insulation:

Inorganic (non-asbestos) fibers formed with binders into resilient flexible blankets of semi-rigid batts; FS HH-I-521, type as indicated, densities of not less than 0.5 lb. per cu. ft. for glass fiber units and not less than 2.5 lb. per cu. ft. for mineral wool units, k-value of 0.27; manufacturer's standard lengths and widths as required to coordinate with spaces to be insulated; types as follows:

Provide Type I unfaced units where indicated, semi-rigid in vertical spaces and where self-support is required.

Provide units with a flame-spread rating of 25, ASTM E 84.

Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include but are not limited to the following:

Owen-Corning Fiberglas Corp.; Toledo, OH
Certain-Teed Products Corp.; Valley Forge, PA

Polyethylene Vapor Barrier;
6-mil polyethylene film, with laboratory tested vapor transmission rating of at least 0.2 perms, natural color.

Fasteners for Furring Members:
Type and size recommended by furring manufacturer for the substrate and application indicated.

PART 3 EXECUTION

INSPECTION AND PREPARATION:

Installer must examine substrates and conditions under which insulation work is to be performed, and must notify Contractor in writing of unsatisfactory conditions. Do not proceed with insulation work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

Clean substrates of substances harmful to insulations or vapor barriers, including removal of projections that might puncture vapor barriers.

Close-off openings in cavities to receive poured-in-place and foamed-in-place insulation, sufficiently to prevent escape of insulation. Provide bronze or stainless-steel screen (inside) where openings must be maintained for drainage or ventilation.

INSTALLATION:

General:

Comply with manufacturer's instructions for particular condition of installation in each case. If printed instructions are not available or do not apply to project conditions, consult manufacturer's technical representative for specific recommendations before proceeding with work.

Extend insulation full thickness as shown over entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

Apply a single layer of insulation of required thickness, unless otherwise shown or required to make up total thickness.

General Building Insulation:

Apply insulation units to substrate by method indicated, complying with manufacturer's recommendations. If no specific method is indicated bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.

Vapor Barrier Installations:

Extend vapor barriers to extremities of areas to be protected from vapor transmission. Secure in place with adhesives or other anchorage system as indicated. Extend vapor barriers to cover miscellaneous voids in insulated substrates, including those that have been stuffed with loose fiber-type insulation.

Seal joints/seams in vapor barriers, seal to objects penetrating barriers, and seal in other surfaces at extremities of coverage by lapping with adhesive or taping to form a continuous barrier.

Repair punctures and tears in vapor barriers immediately before concealment by other work with self-adhesive vapor barrier tape.

END OF SECTION

07310 WOOD SHAKE ROOFING

PART 1 GENERAL

DESCRIPTION OF WORK:

Extent of shakes of shown on drawings and is hereby defined to include units employed as weather protection for walls as well as for roofs.

Types of shake applications specified in this section include the following:

Wood shake roofing to match existing shakes.

Flashings associated with work of this section are specified in this section.

QUALITY ASSURANCE:

Provide labeled materials that have been tested and listed by UL for Class and Rating indicated for each shake type required.

DELIVERY, STORAGE AND HANDLING:

Deliver materials in manufacturer's unopened, labeled containers.

JOB CONDITIONS:

Substrate:

Proceed with installation of shakes only after substrate construction and penetrating work have been completed.

Weather Conditions:

Proceed with installation of shakes only when weather conditions are in compliance with manufacturer's recommendations and when substrate is completely dry.

SPECIFIED PRODUCT WARRANTY:

Provide shake manufacturer's warranty on installed work, agreeing to pay for repair or replacement of defective shakes as necessary eliminate leaks. Period of warranty is 20 years from date of substantial completion.

PART 2 PRODUCTS

WOOD SHAKE MATERIALS:

Wood Shakes:

No. 1 Tapersawn, Mediums, kiln-dried western red cedar shakes, 18" length, random width, 1/2" butts.

Asphalt Saturated Roofing Felt:

No. 15, unperforated organic felt, complying with ASTM D 226, 36" wide, approximate weight 18 lbs./square.

Ice and Water Shield Underlayment:

Polymer modified asphaltic material reinforced with a fiberglass mat, self-adhesive backing, 60 mil thick, 139 lbs. per S.F., slip resistance surface.

Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to the following:

Ice & Water Barriers: GAF Corporation

Ice & Water Shield: W.R. Grace Co.

Metal Drip Edge:

Minimum 26 ga. prefinished galvanized iron sheet, brake-formed to provide 3" roof deck flange, and 1-1/2" fascia flange with 3/8" drip at lower edge. Furnish in 8' or 10' lengths.

Other Concealed Flashings:

Form in continuous lengths and widths as indicated on drawings.

Exposed Sheet Metal Flashing/Trim Prefinished:

Hot dip zinc coated steel sheet, ASTM A 446, G90 zinc coating; (26 gage); surface treated for maximum coating performance. Provide finish as follows:

Fluoropolymer Coating:

Full strength 70% "Kynar 500" coating baked on for 15 minutes at 450 degrees F (232 degrees C), in a dry film thickness of 1.0 mil, 30% reflective gloss (ASTM D 523), over minimum 0.2 baked-on modified epoxy primer.

Nails:

Box or common nails, hot-dipped zinc coating or aluminum of sufficient length to penetrate at least 1/2" into roof sheathing.

PART 3 EXECUTION

INSPECTION:

Installer of shakes must examine substrate and conditions under which shake work is to be performed and must notify Contractor in writing of unsatisfactory conditions. Do not proceed with shake work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

PREPARATION OF SUBSTRATE:

Clean substrate of any projections and substances detrimental to shake work. Cover knotholes or other minor voids in substrate with sheet metal flashing secured with roofing nails.

Coordinate installation of shakes with flashing and other adjoining work to ensure proper sequencing. Do not install shake roofing until all vent stacks and other penetrations through roofing have been installed and are securely fastened against movement.

INSTALLATION:

Comply with instructions and recommendations of shake manufacturer, except to the extent more stringent requirements are indicated.

Ice and Water Shield:

Install continuous strip of ice and water shield along eaves and at valleys as noted on roof drainage plan. Secure with roofing nails at 6" centers along all edges. Provide 2" laps where required.

Concealed Flashings:

Install concealed flashing including valley and drip edge flashing that will be wholly or partially concealed by shakes. Install drip edge over underlayment and attach to deck at 12" o.c. with roofing nails. Install valley flashing as shown on drawings. Attach flashing to deck at 12" o.c. with roofing nails at edge where concealed by shakes. Lap sections 4" minimum.

SHAKES:

Double shakes at first course, projecting 1-1/2" beyond sheathing; space adjoining shakes 1/4" to 1/2" apart, nailing each shake with two nails spaced 3/4" from edge and 1" above butt line of subsequent course; stagger joints minimum of 1-1/2" in succeeding courses. Lay shakes with maximum exposure of 7-1/2". Install step flashings, vent flashings and other similar flashings in progression with shake installation.

Felt Underlayment:

Lay 36" wide starter strip of roofing felt along lower edge before application of double starter course of shakes; place 18" interlayment strip over upper portion of first course before applying second course, and repeat interleaving for subsequent courses.

END OF SECTION

07600 METAL FLASHING AND TRIM

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

The extent of each type of flashing and sheet metal work is indicated on the drawings and by provisions of this section.

The types of work specified in this section include the following:

- Metal base flashing
- Metal wall flashing.
- Reglets.
- Miscellaneous sheet metal accessories.

JOB CONDITIONS:

Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of the work and protection of materials and finishes.

PART 2 PRODUCTS

FLASHINGS AND SHEET METAL MATERIALS:

SHEET METAL FLASHING/TRIM:

Zinc-Coated Steel:

Commercial quality 0.20% copper, ASTM A 525 except ASTM A 527 for lock-forming, G90 hot-dip galvanized 0.239" thick (24 gage) except as otherwise indicated.

Sheet Metal Flashing/Trim Prefinished:

Hot-dip zinc coated steel sheet, ASTM A 446, Grade A, G90 zinc coating; 0.239" thick (26 gage); surface treated for maximum coating performance.

Metal Finishes:

Apply coatings before forming and fabricating sections. Protect coating promptly after application and cure, by application of strippable film or removable adhesive cover, and retain until installation has been completed.

Fluoropolymer Coating:

Full-strength 70% "Kynar 500" coating baked on for 15 minutes, at 450 degrees F (232 degrees C), in a dry film thickness of 1.0 mils, 30% reflective gloss (ASTM D 523), over min. 0.2 mil baked on modified epoxy primer.

MISCELLANEOUS MATERIALS AND ACCESSORIES:

Solder:

For use with steel or copper, provide 50-50 tin/lead solder (ASTM B 32), with rosin flux.

Fasteners:

Same metal as flashing/sheet metal or, other non-corrosive metal as recommended by sheet manufacturer. Match finish of exposed heads with material being fastened.

Bituminous Coating:

FS TT-C-494 or SSPC – Paint 12, solvent type bituminous mastic, nominally free of sulfur, compounded for 15 mil dry film thickness per coat.

Mastic Sealant:

Polyisobutylene: nonhardening, nonskinning, nondrying, nonmigrating sealant.

Elastomeric Sealant:

Generic type recommended by manufacturer of metal and fabricator of components being sealed; comply with FS TT-S-0027, TT-S-00230, or TT-S-001543.

Reglets:

Metal units of the type and profile indicated, compatible with flashing indicated, noncorrosive, surface mounted.

Metal Accessories:

Provide sheet metal clips, straps, anchoring devices and similar accessory items as required for installation of work, matching or compatible with material being installed, noncorrosive, size and gage required for performance.

FABRICATED UNITS:

General Metal Fabrication:

Shop-fabricate work to greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations. Form exposed sheet metal work without excessive oil-canning, buckling and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.

Seams:

Fabricate nonmoving seams in sheet metal with flat-lock seams. For metal other than aluminum, tin edges to be seamed, form seams and solder. Form aluminum seams with epoxy seam sealer; rivet joints for additional strength where required.

Expansion Provisions:

Where lapped or bayonet-type expansion provisions in work cannot be used, would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1" deep, filled with mastic sealant (concealed within joints).

Sealant Joints:

Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with industry standards.

Separations:

Provide for separation of metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

PART 3 EXECUTION

INSTALLATION REQUIREMENTS:

Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations, and with SMACNA "Architectural Sheet Metal Manual". Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible and set units true to line and level as indicated. Install work with laps, joints and seams which will be permanently watertight and weatherproof.

Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.

Attach gutter sections to existing fascias, utilizing manufacturer's standard galvanized spike and ferrules at spacing indicated. Utilize pre-punched holes in gutters to greatest extent possible. Where gutter lengths or details require additional anchorage, drill pilot hole through gutter section as needed.

Install counterflashing in reglets, either by snap-in seal arrangement, or by wedging in place for anchorage and filling reglet with mastic or elastomeric sealant, as indicated and depending on degree of sealant exposure.

Nail flanges of expansion joint units to curb nailers, at maximum spacing of 6". Complete seams at joints between units, to form a continuous waterproof system.

CLEANING AND PROTECTION:

Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration of finishes.

Protection:

Installer shall advise Contractor of required procedures for surveillance and protection of flashings and sheet metal work during construction, to ensure that work will be without damage or deterioration, other than natural weathering, at time of substantial completion.

END OF SECTION

07900 JOINT SEALERS

PART 1 GENERAL

DESCRIPTION OF WORK:

The extent of each form and type of joint sealer is indicated on drawings and provisions of this section.

The applications for joint sealers as work of this section include the following:

- Perimeter of opening through walls and doors
- Wall joints (exterior).
- Interior wall to wall joints.
- Under thresholds.
- Elsewhere as required to make the building waterproof and airtight.

Except as otherwise indicated, joint sealers are required to establish and maintain airtight and waterproof continuous seals on a permanent basis, within recognized limitations of wear and aging as indicated for each application. Failures of installed sealers to comply with this requirement will be recognized as failures of materials and workmanship.

JOB CONDITIONS

Weather Conditions:

Do not proceed with installation of liquid sealants under unfavorable weather conditions. Install Elastomeric sealants when temperature is in lower third of temperature range recommended by manufacturer for installation.

PART 2 PRODUCTS

MATERIALS:

General Sealer Requirements:

Provide colors indicated or, if not otherwise indicated, as selected by Architect from manufacturer's standard colors. Select materials for compatibility with joint surfaces and other indicated exposures, and except as otherwise indicated, select modulus of elasticity and hardness or grade recommended by manufacturer for each application indicated. Where exposed to foot traffic, select non-tracking materials of sufficient strength and hardness to withstand stiletto heel traffic without damage or deterioration of sealer system.

ELASTOMERIC SEALANTS:

Single Component Polyurethane Sealant:

Except as otherwise indicated, provide manufacturer's standard, non-modified, one-part, polyurethane-based, air-curing, Elastomeric sealant; complying with either ASTM C920 Type S Class 25, or FS TT-S-00230C Class A; self-leveling grade/type where used in joints of surfaces subject to traffic, otherwise non-sag grade/type.

MISCELLANEOUS MATERIALS:

Joint Primer/Sealer:

Provide type of joint primer/sealer recommended by sealant manufacturer for joint surfaces to be primed or sealed.

Sealant Backer Rod:

Provide compressible rod stock of polyethylene foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable non-absorptive material as recommended by sealant manufacturer for back-up of and compatibility with sealant. Where used with hot-applied sealant, provide heat-resistant type that will not be deteriorated by sealant application temperature as indicated.

PART 3 EXECUTION

INSPECTION:

Installer must examine substrates, (joint surfaces) and conditions under which joint sealer work is to be performed, and must notify Contractor in writing of unsatisfactory conditions. Do not proceed with joint sealer work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

JOINT PREPARATION:

Clean joint surfaces immediately before installation of gaskets, sealants or caulking compounds. Remove dirt, insecure coatings, moisture and other substrates that could interfere with seal of gasket or bond of sealant or caulking compound. Etch concrete and masonry joint surfaces as recommended by sealant manufacturer. Roughen vitreous and glazed joint surfaces as recommended by sealant manufacturer.

Prime or seal joint surfaces where indicated, and where recommended by sealant manufacturer. Confine primer/sealer to areas of sealant bond; do not allow spillage or migration onto adjoining surfaces.

INSTALLATION:

Comply with manufacturer's printed instructions except where more stringent requirements are shown or specified, and except where manufacturer's technical representative directs otherwise.

For normal moving joints sealed with Elastomeric sealants but not subject to traffic, fill joints to a depth equal to 50% of joint width, but neither more than 1/2" deep nor less than 1/4" deep.

Spillage:

Do not allow sealants or compounds to overflow from confines of joints, or to spill onto adjoining work, or to migrate into voids of exposed finishes. Clean adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.

CURE AND PROTECTION:

Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendation, to obtain high early bond strength, internal cohesive strength and surface durability. Advise Contractor of procedures required for cure and protection of joint sealers during construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at time of substantial completion. Cure and protect sealants in a manner that will minimize increases in modulus of elasticity and other accelerated aging effects. Replace or restore sealants that are damaged or deteriorated during construction period.

08100 STEEL DOORS AND FRAMES

PART 1 GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK

Extent of standard steel doors and frames is shown and scheduled on drawings.

QUALITY ASSURANCE

Provide doors and frames complying with Steel Door Institute "Recommended Specifications: Standard Steel Doors and Frames" (SDI-100) and as specified herein.

Manufacturer:

Provide standard steel doors and frames by a single firm specializing in production of this type of work.

SUBMITTALS

Product Data:

Submit manufacturer's specifications for fabrication and installation, including data substantiating that products comply with requirements.

Shop Drawings:

Submit for fabrication and installation of steel doors and frames. Include details of each frame type, elevations of door design types, conditions at openings, details of construction, location and installation requirements of finish hardware and reinforcements, and details of joints and connections. Show anchorage and accessory items.

Provide schedule of doors and frames using same reference numbers for details and openings as those on contract drawings.

DELIVERY, STORAGE AND HANDLING

Deliver hollow metal work in cartons or crates to provide protection during transit and job storage. Provide additional sealed plastic wrapping for factory-finished doors. Inspect hollow metal work upon delivery for damage. Minor damages may be repaired provided finish items are equal in all respects to new work and acceptable to Architect; otherwise, remove and replace damaged items as directed.

Store doors and frames at building site under cover. Place units on wood sills at least 4" high, or otherwise store on floors in manner that will prevent rust and damage. Avoid use of non-vented plastic or canvas shelters that could create humidity chamber. If cardboard wrapper on door becomes wet, remove carton immediately. Provide 1/4" spaces between stacked doors to promote air circulation.

PART 2 PRODUCTS

ACCEPTABLE MANUFACTURERS:

Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

Amweld Building Products
Ceco Corp.
Curries Mfg. Inc.
Republic Builders Prod. Corp.
Steelcraft Mfg. Co.

MATERIALS

Hot-Rolled Steel Sheets and Strip:

Commercial quality carbon steel, pickled and oiled, complying with ASTM A 569 and ASTM A 568.

Cold-Rolled Steel Sheets:

Commercial quality carbon steel, complying with ASTM A 366 and ASTM A 568.

Galvanized Steel Sheets:

Zinc-coated carbon steel sheets of commercial quality, complying with ASTM A 526, with ASTM A 525, G60 zinc coating, mill phosphatized.

Supports and Anchors:

Fabricate of not less than 18 gage galvanized sheet steel.

Inserts, Bolts and Fasteners:

Manufacturer's standard units, except hot-dip galvanize items to be built into exterior walls, complying with ASTM A 153, Class C or D as applicable.

Shop Applied Primer:

Rust-inhibitive enamel or paint, either air-drying or baking, suitable as a base or specified finish paints.

FABRICATION, GENERAL

Fabricate steel door and frame units to be rigid, neat in appearance and free from defects, warp or buckle. Wherever practicable, fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory-assembled before shipment, to assure proper assembly at project site.

Fabricate exposed faces of doors and panels, including stiles and rails of non-flush units, from only cold-rolled steel sheets of the following thickness:

Exterior Doors – 16 gauge.

Fabricate frames, concealed stiffeners, reinforcement, and edge channels from cold-rolled steel sheets of the following thickness:

Exterior Frame – 16 gauge.

Fabricate exterior doors, panels, and frames from galvanized sheet steel. Close top and bottom edges of exterior doors as integral part of door construction or by addition of inverted steel channels.

Exposed fasteners:

Unless otherwise indicated, provide countersunk flat Phillips heads for exposed screws and bolts.

THERMAL-RATED (INSULATING) ASSEMBLIES:

At exterior locations and elsewhere as shown or scheduled, provide doors that have been fabricated as thermal insulating door and frame assemblies and tested in accordance with ASTM C 236.

Unless otherwise indicated, maximum apparent U factor for thermal-rate assemblies is 0.24 BTU/hr (ft²) degrees F.

FINISH HARDWARE PREPARATION:

Prepare doors and frames to receive mortised and concealed finish hardware in accordance with Finish Hardware Schedule and templates provided by hardware supplier. Comply with applicable requirements of ANSI A 115 series specifications for door and frame preparation for hardware.

Reinforce doors and frames to receive surface-applied hardware. Drilling and tapping for surface-applied hardware may be done at project site.

Locate finish hardware as shown on final shop drawings or, if not shown, in accordance with "Recommended Locations for Builder's Hardware", published by Door and Hardware Institute.

SHOP PAINTING:

Clean, treat and paint exposed surfaces of steel door and frame units, including galvanized surfaces.

Clean steel surfaces of mill scale, rust, oil, grease, dirt, and other foreign materials before application of paint.

Apply shop coat of prime paint of even consistency to provide a uniformly finished surface ready to receive finish paint.

STANDARD STEEL DOORS

Provide metal doors of types and styles indicated on drawings or schedules.

STANDARD STEEL FRAMES

Provide metal frames for doors, transoms, sidelights, borrowed lights, and other openings, of types and styles as shown on drawings and schedules. Conceal fastenings, unless otherwise indicated.

Fabricate frames with mitered and welded corners.

Door Silencers:

Except on weather-stripped frames, drill stops to receive 2 silencers on strike jambs of single-swing frames and 2 silencers on heads of double-swing frames.

PART 3 EXECUTION

INSPECTION

Installer must examine substrate and conditions under which steel doors and frames are to be installed and must notify Contractor in writing of any conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions has been corrected in manner acceptable to Installer.

INSTALLATION

Install standard steel doors, frames, and accessories in accordance with final shop drawings and manufacturer's data, and as herein specified.

PLACING FRAMES:

Comply with provisions of SDI-105 "Recommended Erection Instructions for Steel Frames", unless otherwise indicated.

Except for frames located at in-place concrete or masonry and at drywall installations, place frames prior to construction of enclosing walls and ceilings. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is completed, remove temporary braces and spreaders leaving surfaces smooth and undamaged.

Where steel frames are set in exterior framed walls, fill frames with expanding foam insulation.

DOOR INSTALLATION:

Fit hollow metal doors accurately in frames, within clearances specified in SDI-100.

ADJUST AND CLEAN

Prime Coat Touch-Up:

Immediately after erection, sand smooth any rusted or damaged areas of prime coat and apply touch-up of compatible air-drying primer.

Protection Removal:

Immediately prior to final inspection, remove protective plastic wrappings from pre-finished doors.

Final Adjustments:

Check and readjust operating finish hardware items, leaving steel doors and frames undamaged and in complete and proper operating condition.

END OF SECTION

08460 AUTOMATIC SLIDING DOORS

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

DESCRIPTION OF WORK:

Work shall include providing and installing (1) new single slide automatic sliding door assembly, complete with door glazing, glazed sidelite assembly, operator and (2) electronic sensor remote actuator devices.

Electrical work is indicated on Electrical Drawings.

CODES AND STANDARDS:

Comply with provisions of the following codes and standards, except as otherwise indicated or specified:

- ANSI Z97.1 - Safety Glazing Material Used in Buildings.
- ANSI/BHMA 156.10 - Power Operated Pedestrian Doors.

SYSTEM DESCRIPTION:

A. Doors Powered to Open Position:

1. Doors powered by DC electric motor and mechanical gear assembly transmitted to active leaves by fiberglass-reinforced tooth drive belt for silent operation. Doors using roller chain, cable, or hydraulic devices will not be accepted.
2. Power door to open position by signals received by microprocessor from the actuation controls.
3. The last portion of the opening cycle shall be controlled by a microprocessor generated signal that electronically reduces voltage to motor until door is fully open. Door systems that use microswitches shall not be accepted.
4. To permit safe passage if an obstruction is detected between opening door and surrounding walls or interior fittings, the door shall immediately stop and after a delay go to the full closed position. Door systems that only monitor the door travel while closing shall not be acceptable.

B. Doors Powered to Closed Position:

1. The active leaf will only be powered to closed position when all actuating devices are cleared and after remaining in the open position for a preset time delay (per ANSI standards).
2. The last portion of the closing cycle shall be controlled by a microprocessor generated signal that electronically reduces voltage to the motor until door is fully closed.
3. To permit safe passage between closing door and jamb, the doors immediately reverse to open position if an obstruction is detected, then

resume their interrupted movement at low speed to check whether the obstruction has disappeared or not. Door systems that only monitor the door travel while opening shall not be acceptable.

C. Emergency Breakaway:

1. Fixed Sidelite System: Exterior sliding active leaves swing out from any position in sliding mode.
2. Breakaway Pressure: Field adjustable to building code requirements and in accordance with ANSI/BHMA 156.10 maximum of 50 pounds.

D. Watchdog Monitoring:

1. Microprocessor Software: Constantly monitor drive train system operations.
2. Watchdog Control Circuit: Assume command of system and shut down automatic function by holding doors open, should door speed, motor function, or drive train operations deviate from design criteria ranges.
3. Secondary Supervisory Circuit: Monitor main Watchdog control every 255 door cycles, ready to perform as a backup.

E. Energy Saving Device:

1. Switch: Recessed in interior header cover.
2. Door Opening Settings: Off, exit only, 2-way traffic, partial opening, and hold fully open.
3. Partial Opening Mode: Switch reduces total door opening automatically resumes full-open position whenever traffic flow exceeds present volumes.
4. Heavy Weather Pile: Between doors and sidelites and between emergency breakaway hardware and door stiles.

PERFORMANCE REQUIREMENTS

A. General:

Provide doors that have been designed fabricated to comply with specified performance requirements, as demonstrated by testing manufacturer's corresponding standard systems.

B. International Building Code Compliance:

Doors shall comply with all requirements of Chapter 10, Section 1003.3.1.3.3 as follows:

1. Door shall be capable of being operated manually in the event of power failure.
2. Door shall be openable by a simple method from both sides without special knowledge or effort.
3. The force required to operate the door manually in the slide position shall not exceed 30 pounds to set the door in motion and 15 pounds to close the door or open it to the minimum required width.
4. In the emergency break out mode, the door shall be openable with a force not to exceed 15 pounds when a force of 250 pounds is applied perpendicular to the door adjacent to the opening device.

5. Door assembly shall have an integrated stand by power supply.
 6. The door assembly power supply shall be electrically supervised.
 7. The door shall open to the minimum required width within 10 seconds after activation of the operating device.
- C. Compliance:
1. ANSI/BHMA 156.10 Standard for Power Operated Pedestrian Doors
 2. NFPA 101 Life Safety Code
 3. UL 325 Stand door Drapery, Gate, Louver and Window Operators and Systems
 4. ASTM B221 – Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles and Tubes
 5. ICBO 2018
 6. Air Infiltration per ASTM E282-91--Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across Specimen.
 - Fixed sidelite:
 - Static pressure air infiltration conducted at 0.57 psf (15 mph) with a 0.6 cfm/ft" result and 1.57 psf (25 mph) with a 1.1 cfm/ft" result.
 - Full breakout:
 - Static pressure air infiltration conducted at 0.57 psf (15 mph) with a 0.07 cfm/ft" result and 1.57 psf (25 mph) with a 1.3 cfm/ft" result.
 4. Structural Performance (wind load) per ASTM E330-07--Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, Doors by Uniform Static Air Pressure Difference. Testing conducted at positive and negative loads.
 - Full breakout: 37 psf (120 mph).
 5. Forced Entry Resistance per AAMA 1303.5--Voluntary Specifications for Forced Entry Resistant Aluminum Sliding Glass Doors.
- D. Automatic door equipment accommodates medium to heavy pedestrian traffic.
- E. Automatic door equipment accommodates up to following weights for active leaf doors:
Single Slide Doors: 440 pounds (200 kg) per active leaf.
- F. Operating Temperature Range: -30 degrees F to 130 degrees F (-34 degrees C to 54 degrees C).
- F. Wireless, remote sensor actuator device, capable of communicating with door operator.

ON SITE FIELD CONDITIONS REQUIRED PRIOR TO INSTALLATION

- A. Approved Shop drawings must be referenced and confirmed by the General Contractor before fabrication.
- B. It is the duty of the General Contractor to make door installer aware of any nonconforming conditions or equipment as indicated on the shop drawings.

- C. General Contractor is required to coordinate the layout and installation of the automatic door equipment connection to power supplies.

SUBMITTALS

- A. Product Data:
 - Submit manufacturer's product data, including description of materials, components, fabrication, finishes, and installation.
- B. Shop Drawings:
 - Submit manufacturer's shop drawings, including elevations, sections, and details, indicating dimension, materials, and fabrication of doors, frames, operator, actuating devices, anchors, hardware, finish, options, accessories and all electrical requirements.
- C. Operation and Maintenance Manual:
 - Submit manufacturer's operation and maintenance manual.
 - Include spare parts list.
- D. Warranty:
 - Manufacturer's standard warranty shall be two years from date of installation.

QUALITY ASSURANCE

- A. Manufacturer's Qualifications:
 - 1. Continuously engaged in manufacturing of doors of similar type to that specified, with a minimum of 10 years successful experience.
 - 2. Member: American Association of Automatic Door Manufacturers (AAADM).
 - 3. Door, frame, operator, and sensor components from same manufacturer.
- B. Installer's Qualifications:
 - 1. Minimum of 10 years successful experience in installation of similar doors.
 - 2. Local certified AADM Inspector.
 - 3. Approved by manufacturer.

DELIVERY, STORAGE, AND HANDLING

- A. Delivery:
 - Deliver materials to site protected from damage.
- B. Storage:
 - Store materials in clean, dry area indoors in accordance with manufacturer's instructions.
- C. Handling:
 - Protect materials and finish from damage during handling and installation.

MAINTENANCE SERVICE

- A. Manufacturer shall provide factory-owned central-dispatch system for maintenance service.
- B. The manufacturer shall maintain a company owned dispatch system that shall be available 24 hours per day, 365 days per year to insure proper service capability.
- C. A manufacturer's employee, not an answering service, shall obtain malfunction information and dispatch appropriate service agency to project location.
- D. Outside contractors or answering services are not acceptable.

PART 2 PRODUCTS

MANUFACTURER

Record-USA Automated Sliding Door Systems, Inc. Series 5100, Monroe, North Carolina 28110; Toll Free (800) 438-1937;

AUTOMATIC SLIDING DOORS

- A. Model: Series 5100 Automatic Sliding doors.
Sliding door Package: The manufacturer's sliding door package shall consist of the following materials in order to make a complete package installation: framing, flush mounted header (mounted between jambs), sliding door panel(s), operators (belt drive only-linear rod not accepted), activation and safety devices, carrier assemblies, noise isolating roller track, threshold, and guide tracks (*to match threshold dimensions on full breakout units*). Traffic patterns to be determined by owner and set by installer using record-usa exclusive S.M.A.R.T. panel per application or desire.
- B. Dimensions:
 - 1. Clear Doorway Opening Width: 42".
 - 2. Clear Door Opening Height: 7'-0" min.
- C. . Configurations:
 - 1. Full Breakout: Sliding panel(s) ALL swing clear for means of emergency egress
 - a. Possible configurations are as follows (using definition above):
 - b. Single slide: SO-SO and SX-SO

ALUMINUM DOORS AND FRAMES

- A. Aluminum Alloy and Temper recommended by manufacturer for type of use and specified finish.
 - a. Doors, Header, Frames, Stiles and Rails: Extruded aluminum, Alloy 6063-T5
 - b. Extruded bars, rods, profiles and tubes: ASTM B221.
 - c. Sheets and plates: ASTM B209.

- B. Framing Members: Shall be manufacturer's standard extruded aluminum
 - 1. 1-3/4" x 4-1/2" (44mm x 114mm), optional framing members include:
 - a. 1" x 4-1/2" (25mm x 114mm)
 - b. 1" x 6-3/4" (25mm x 171mm)
 - 2. Framing Option: Transom of size and type as indicated on drawings
- C. Doors: Shall be 1-3/4" thick extruded aluminum stiles and rails. Stiles and rails shall be mechanically fastened with mortise and tendon blocks.
 - a. Stile Design: Medium stile, 3-1/2" (89mm)
 - b. Horizontal Rail Design (Muntin Bar), 1-1/2"
 - c. Bottom Rail Design: 10" (mm)
- D. Glazing:
 - 1. Glazing Material: ANSI Z97.1. Doors shall be capable of accepting the same thickness of glass and full break-out units.
 - 2. Active Leaves: 1-inch (25mm) glass insulating units.
 - 3. Pre-glazed.
 - 4. Exterior Glass Stop Extrusion: Doors shall be provided with non-removable security glass.
- E. Break-out Panels: Panels can swing out 90 degrees at any point in the slide movement to provide instant egress per NFPA 101. Required force to "breakout" panels shall not exceed 50lbf (222N) applied to the lock stile. Units with breakout feature are UL Listed as an exit way.
 - 1. Break-out door panels shall utilize a spring-loaded adjustable ball detent. Additional option for break-out panel:
 - a. Concealed Hydraulic Closer: Standard for fixed side-lite door packages, optional for full break-out.
- F. Header: Shall be 4-1/2" wide x 7" tall. Fabricated from extruded aluminum and extending the full width of sliding door unit between jambs, the header shall have removable access panel for servicing of door operator and control.
 - 1. Mounting: Header mounts flush with 4-1/2" framing
 - 2. Capacity: Capable of supporting doors up to 220 lbs. per leaf spanning up to 16'-0" without intermediate supports.
- G. Overhead Roller Track: Shall be continuous anodized aluminum. Track shall be replaceable.
 - 1. Composition: Anodized aluminum, lined with rubber compound
 - 2. Mounting: Captured within extruded channel in header
 - 3. Isolation: Neoprene isolation member to reduce noise and vibration
 - 4. Warranty: 2 years
- H. Overhead Rollers: Shall be manufacturer's standard carriage consisting of four 2" rollers per leaf and two anti-rise rollers. Roller composition is manufactured from robust polymer and self-lubricating steel ball bearings.
 - 1. Minimum number of load bearing rollers per leaf: Four (4)
 - 2. Minimum diameter of rollers: 2"
 - 3. Warranty: 2 years.

SLIDING DOOR OPERATOR

A. MOTOR GEARBOX ASSEMBLY

Door movement: Shall be driven by a sealed, low voltage class II, 1/8 horsepower 24v DC motor and gearbox and nylon reinforced drive belt. The motor shall have a current draw of not more than 100 watts. The sealed motor gearbox assembly shall be capable of driving door leaves of up to 220 lbs. A second motor gearbox can be utilized on the same application giving a capability of moving door panels weighing up to 440 lbs. The motor gearbox assembly shall be mounted directly to the header extrusion by means of three (3) each M5 x 1/4" threaded standoff bolts.

B. DOOR CARRIER ASSEMBLY AND TRACK

Each moving door leaf shall be supported by two door carrier assemblies, each carrier having a minimum of two supporting rollers and one adjustable "anti-riser" roller. Each supporting roller shall be 1 3/4" in diameter, made of nylon. Each supporting roller shall be high performance rollers with sealed bearings. The carrier assemblies shall move along a two-part, replaceable track assembly. A convex aluminum extruded track allowing the door panels to travel along a horizontal plane shall be mounted on the roller track damper, which will be made of rubber. The primary purpose of the damper, being to reduce the amount of mechanical noise generated. Track shall be warranted for the lifetime of the door.

C. MASTER CONTROL

The master control shall be capable of being programmed by either the S.M.A.R.T. panel installed as standard on all 5100 series sliding doors or by an application loaded a smart device, accessed with a dongle plugged into the operator. Both the S.M.A.R.T. panel and the Application will be capable of programming all swinging, sliding and folding doors within the record product offering. The master control shall have only digitally adjustable parameters (for repeatability purposes, employing potentiometers as a method of setting parameters shall not be allowed). The master control shall be a microprocessor capable of being programming, but not limited to control settings:

1. Opening and Closing speeds
2. Acceleration
3. Door open time delay
4. Remote door open time delay
5. Partial opening size
6. Reverse adjust sensitivity
7. Control of Emergency battery back-up utilities
8. Fire alarm signals
9. Directional traffic flow
10. Remote volt free input commands.

The microprocessor shall also have the capability of, but not limited to: Detect faults and deal with them according to method of programming including sending data to the S.M.A.R.T. panel, indicating that there is a fault, what the fault is from one of the 30 stored error screens, it will also provide a user

programmed telephone contact on the display. Any updates to the software can be uploaded and updated, using the Application and dongle.

AIR INFILTRATION

Weatherstripping: All active door panel weatherstripping shall be concealed, "finned-pile". Mohair pile weather stripping at all vertical surfaces on door panels

MOTION AND PRESENCE SENSORS

The Record 5100 sliding door system shall include the following:

- a. Combined Activation and Safety Sensor System: Shall be 24 VDC, class II circuits; and shall be adjusted and installed in Accordance with ANSI/BHMA A156.10. The installation shall be performed by an AAADM Certified Technician with a minimum of One (1) year in the service-related field.
- b. Combined Activation and Presence Sensors: The combined activation and presence sensors shall consist of active infrared or microwave technology. The sensors shall be header-mounted on each side of the door, centrally located in the opening. The sensor heads will be housed in one unit. The adjustments to the detection pattern should be completed by an AAADM certified technician in accordance with ANSI/BHMA 156.10 safety standards and compliance codes.
- c. Hold-Open Beams: Two infrared photoelectric beams to be mounted in vertical rails in the vertical jamb, with the photoelectric beams wired directly to the record 5100 microprocessor. The photo eye beams are mounted at 24" and 48" respectively above finished floor. Breaking either emitter beam will cause the door to open, remain open until the path between the emitter and diodes beams are cleared. Once cleared, the signal is reinstated and the door will close and be fully functional.

HARDWARE

- A. Provide units in sizes and types recommended by automatic entrance door and hardware manufacturers for entrances and uses indicated.
- B. Flush Panic Exit Device, recessed in 5" muntin bar

C. S.M.A.R.T. Panel (Self-Monitoring Accurate Reporting Technology): Provide manufacturer's standard jamb mounted control panel for complete control and reporting of the automatic sliding door. Control panel capabilities include, but are not limited to the following:

1. Power On/Off
2. Full Open/Partial Open
3. Hold Open/Closed/Automatic Operation
4. Daily Safety Check Reminder
5. Diagnostic Reporting
6. Door Cycle Count
7. Planned Maintenance Reminders
- 8.

Weather Stripping to be along the perimeter all door panels to reduce energy loss. Standard weather stripping includes the following:

1. Adjustable nylon sweep in the bottom of sliding door(s)
2. Double pile weather stripping on the strike rail of sliding door(s)
3. Single pile weather stripping at the following locations:
 - a. Between the carriage assembly and header

ELECTRICAL

- A. The Automatic sliding door shall consume no more than 100W of electricity at full load power.
- B. Refer to Electrical - Contractor to provide 120V, 1 phase, 5 amp dedicated circuit per automatic sliding entrance
- C. 120V service to be roughed into header of sliding door package.
- D. Electrical rough in to be finished at time of installation.
- E. Battery Back-up: A UPS (uninterruptible power supply) that provides 300 door opening cycles is available.

FABRICATION

Factory builds, fabricates, and assembles automatic door components by design. To comply with all building codes applicable to design standards.

- D. Door miscellaneous hardware: Factory assembled to design specific projects.
- E. Door Closers: Integrated support for hydraulic closers in both SX (slide) panels breakout panels. Built into the top rail, door closers are available when specified to ensure the door closes and remains operable after emergency breakout egress.
- F. Framing: Prefabricated to be assembled in field.
- G. Door operator: Mounted in header.
- H. Glazing: Stops included per customer specification. Prefabricated.

ALUMINUM FINISHES

Clear Architectural Class II Clean Anodized Coating (AA-M12C22A31).

PART 3 EXECUTION

INSPECTION

Inspect frame opening for correct size, plumb and square and level floor for safe and reliable performance. Provide written notification to the appropriate personnel of conditions not acceptable to the installer and/or manufacturer. Proceed with installation only after necessary corrections are made by the general contractor to insure a suitable opening.

INSTALLATION

Install sliding door unit plumb, square, and level in properly prepared and supported opening, using specified fasteners, as required by installation instructions and as detailed on the shop drawings.

INSTRUCTIONS

Following the installation and final adjustments, the installer shall fully instruct the facility manager as to correct operating procedure and safety requirements of the sliding door package.

ADJUSTING

Adjust doors for proper operation in accordance with manufacturer's instructions and ANSI/BHMA 156.10.

CLEANING

- A. Clean doors promptly after installation in accordance with manufacturer's instructions.
- B. Do not use harsh cleaning materials or methods that would damage glass or finish.

PROTECTION

Protect installed doors and finish to ensure that, except for normal weathering, doors and finish will be without damage or deterioration at time of substantial completion.

END OF SECTION

09210 EXTERIOR STUCCO SYSTEMS

PART 1 GENERAL

RELATED DOCUMENTS

Drawings and general provisions of contract, including General and Supplemental Conditions and Division 1 Specification sections apply to work of this section.

DESCRIPTION OF WORK

Work of this section includes all equipment, materials and labor necessary for a complete exterior stucco system as indicated in this section and as shown on Drawings.

QUALITY ASSURANCE

All work shall be performed per the Northwest Wall and Ceiling Bureau recommendations.

All work shall be performed by qualified plastering contractors with a minimum of 10 years experience in the installation of Exterior Stucco Systems.

Allowable Tolerances:

For flat surfaces, do not exceed 1/8" in 8'-0" for bow or warp of surface, and for plumb and level.

SUBMITTALS

Product Data:

Submit manufacturer's product specifications and installation instructions for each material incorporated into system, including other data as may be required to show compliance with these specifications.

Product Handling:

Materials at job site to be in original containers with labels intact and legible.

All trim accessories and lath and/or other specified products to be shipped to job site in original containers. Any damaged or bent materials shall be replaced.

All sack materials to be stored above ground, dry and protected.

Environmental Conditions:

Cold Weather Conditions:

- Do not apply cement plaster when ambient temperature is less than 35°F (2°C).
- Do not apply cement plaster to any frozen surfaces or surfaces containing frost.
- Protect plaster coats against freezing for a period of 24 hours after application.
- Do not use frozen materials.

- Tenting, heat and ventilation must be provided if cement plastering is done in a temperature below 35°F (2°C).
- Admixtures of cement plaster for cold weather condition must be approved and used in accordance of manufacturer's recommendations.

Warm Weather Conditions:

- Protect the basecoats and finish coat of cement plaster from uneven and excessive evaporation in warm, windy weather.

PART 2 PRODUCTS

MOISTURE BARRIER

Use one of the following:

- Single ply, No. 15 perforated asphalt-saturated organic felt, complying with ASTM D226, Type I.
- Water-resistant paper, FS UU-B-790a, grade D/30-minute or 60-minute.
- Polyolefin house wrap manufactured and designed specifically for stucco.

TIE WIRE

Galvanized and annealed low carbon steel, FS QQ-W-461g, AS, 18 ga.

FASTENERS

Corrosion resistant stub nails, low velocity power actuated pins, or drill and drive fasteners. Fasteners to have 3/8" diameter heads, length - 3/4".

LATH

Self-furring diamond mesh galvanized metal lath, 2.5 pounds per square yard, complying with ASTM C841.

ACCESSORIES

Coordinate depth of accessory with thickness of and number of coats of stucco to be applied.

Small nose corner beads (outside corners):

Expanded type, PVC with 2-7/8" wide flanges.

Inside corner trim:

Expanded type, PVC inside corner expansion joint, 2-7/8" wide flanges.

Control joints:

Continuous expanded type PVC control joint (expansion joint) with pre-fabricated inside and outside corners.

Casing bead:

Expanded type, PVC, square edge.

PLASTER MATERIALS

Portland Cement:

ASTM C150, Type I or Type I/II.

Masonry Cement:

ASTM C91, Type I or Type I/II.

Sand:

Natural, washed sand meeting ASTM C144 or C897.

Water:

Potable

Fibers:

Polypropylene, nylon, or alkali-resistant fibers, 1/2" long, ASTM C1116.

Stucco Finish:

Manufactured stucco finish, "Thoro Stucco" or equal, color as selected by Architect from standard available colors.

Color:

As selected by the Architect

MIX PROPORTIONS

Basecoat (scratch and brown coats) proportions are parts by volume in accordance with ASTM C926. Use standard measuring devices of known volumes for all materials. Sequential batches to be proportionally alike.

Basecoat Proportions:

Portland Cement: 1 part

Masonry Cement: 1 part

Sand: 3-1/2 to 4-1/2 parts

Fibers: per manufacturer's recommendations

PART 3 EXECUTION

EXAMINATION

Prior to starting work, carefully inspect substrate and installed work of other trades to verify that work is complete to the point where work of this section may properly commence. Notify Architect in writing of conditions detrimental to the proper and timely completion of the lathing and/or plastering work.

Do not begin installation until all unsatisfactory conditions are resolved.

INSTALLATION OF MOISTURE BARRIER:

Install selected moisture barrier over entire area to be plastered. Install moisture barrier horizontally, starting at bottom of wall and proceeding up wall, lapping joints minimum 2".

Attach moisture barrier to substrate with mastic to hold in place until trim and joints are in place. Seat joints.

INSTALLATION OF TRIM ACCESSORIES:

Attachment of accessories shall be firm enough to hold trim accessories in place without misalignment during plastering.

Install individual trim accessory sections to each other at end joints for accurate alignment.

Install trim accessories in a manner that ensures a true, level, and plumb stucco surface, shimming as needed and where required.

Install trim accessories in accordance with the required thickness of stucco base and finish coat requirements.

Install trim accessories in longest lengths possible.

INSTALLATION OF EXPANSION AND CONTROL JOINTS

Locate expansion and control joints as indicated on drawings or at a maximum 20 feet. .

Install vertical joints continuously, in as long a lengths as possible and butt horizontal joints to vertical.

No terminations of a section within 24 inches of an intersection will be allowed, with the exception of pre-manufactured joint intersections.

INSTALLATION OF METAL LATH

Cut metal lath to fit each panel established by trim accessories and expansion/control joints, such that lath fills entire panel and extending over the full width of trim and joint flanges.

Attach lath to masonry substrate with stub nails, low-velocity power actuated pins or drill and drive fasteners. Fastener heads minimum of 3/8" diameter, length of fastener minimum 3/4".

Space fasteners for 2.5 lb. per square yard lath at 16" o.c. horizontally and 7" o.c. vertically.

APPLICATION OF STUCCO BASECOAT:

Batching and Mixing:

Prepare stucco basecoat in proportions noted and as follows:

All mixing shall be done using a mechanical mixer. Ingredients shall be thoroughly mixed to provide a consistent workable batch using only enough water to produce a suitable plastic cementitious material.

Sequence base coat materials as follows:

Water, 1/2 required sand, all cement products, balance of required sand, water for workability. Add fiber 2-3 minutes before applying basecoat.

Two-coat application:

Apply stucco first (scratch) coat in a nominal thickness of 3/8". Scratch coat to completely embed the lath and be thick enough to go beyond lath so as to allow for scoring of cement plaster surface.

Uniformly score surface of scratch coat, using scored trowel, to a depth of approximately 1/8".

Allow scratch coat to set.

While surface of scratch coat is still damp, apply stucco second (brown) coat in a nominal thickness of 3/8" over scratch coat. Brown coat thickness to bring the combined basecoat thickness to a nominal thickness of 3/4"

Apply brown coat with sufficient pressure to ensure a tight uniform bond to the first coat. Rod brown coat to a true, even plane, filling surface defects with cement plaster. Trowel-float brown coat surface uniformly.

Cure basecoat using moist curing method, as follows:

Once basecoat has set to point where surface will not be damaged, drape completed areas with 6 mil. clear poly vapor barrier. Seal joints in vapor barrier and secure as required to keep in place. Maintain cover and cure basecoat for minimum of seven (7) days prior to applying finish coat stucco.

APPLICATION OF STUCCO FINISH COAT:

Mixing:

In a clean mechanical mixer, mix manufactured stucco finish coat material in strict accordance with manufacturer's written instructions.

Application:

Dampen surface of basecoat with a mist of clean water to obtain uniform suction. Do not saturate. There should not be any visible water on surface when finish coat is applied.

Apply stucco finish coat to a nominal thickness of 1/8" and within sufficient material and pressure to ensure a tight bond with basecoat. Finish surface with a light skip-trowel texture.

END OF SECTION

09900 PAINTING

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications sections, apply the work specified in this section.

DESCRIPTION OF WORK:

Extent of painting work is shown on drawings and schedules, and as herein specified.

The work includes painting and finishing of interior and exterior exposed items and surfaces throughout project, as noted and scheduled on drawings and as specified herein.

The work includes field painting of exposed bare and covered pipes and ducts (including color coding), and of hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under mechanical and electrical work, except as otherwise indicated.

"Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

Paint exposed surfaces whether or not colors are designated in "schedules", except where natural finish of material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint same as adjacent similar materials or areas. If color or finish as not designated, Architect will select these from standard colors available for materials systems specified.

Following categories of work are not included as parts of field-applied finish work, or are included in other sections of these specifications:

Shop Priming:

Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel, miscellaneous metal, hollow metal work, and similar items. Also, for fabricated components such as architectural woodwork, wood casework, and shop-fabricated or factory-built mechanical and electrical equipment or accessories.

Mechanical and Electrical Work:

Specialty painting of mechanical and electrical work, such as color coding or stenciling, is specified in Division 22, 23 and 26, respectively.

Pre-Finished Items:

Unless otherwise indicated, do not include painting when factory finishing or installer finishing is specified for such items as (but not limited to) metal toilet enclosures, pre-finished partition systems, acoustic materials, architectural woodwork and casework, finished mechanical and electrical equipment including lighting fixtures, switchgear and distribution cabinets, elevator entrances frames, doors and equipment.

Concealed Surfaces:

Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.

Finished Metal Surfaces:

Metal surfaces of anodized aluminum, chromium plate, copper, bronze and similar finished materials will not require finish painting, unless otherwise indicated.

Stainless steel angles will require prep prior to coating as listed below.

Operating Parts and Labels:

Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting, unless otherwise indicated.

Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

SUBMITTALS:

Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.

Submit samples for Owner and Architect review and selection of color. Provide a listing of material and application for each coat of each finish sample.

DELIVERY AND STORAGE:

Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:

- Name or title of material.
- Fed. Spec. Number, if applicable.
- Manufacturer's stock number and date of manufacture.
- Manufacturer's name.
- Contents by volume, for major pigment and vehicle constituents.

- Thinning instructions.
- Application instructions.
- Color name and number.

JOB CONDITIONS:

Apply water-base paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 degrees F (10 degrees C) and 90 degrees F (32 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.

Apply solvent-thinned paints only when temperature of surface to be painted and surrounding air temperatures are between 45 degrees F (7 degrees C) and 95 degrees F (35 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.

Do not apply paint in snow, rain, fog or mist; or when relative humidity exceeds 85%; or to damp or wet surfaces; unless otherwise permitted by paint manufacturer's printed instructions.

Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.

PART 2 PRODUCTS

COLORS AND FINISHES:

General:

Paint colors, surface treatments, and finishes will be selected from submittals provided by the Contractor.

Prior to beginning work, Architect will furnish selection color chips for surfaces to be painted.

Color Pigments:

Pure, non-fading, applicable types to suit substrates and service indicated.

Lead content in pigment, if any, is limited to contain not more than 0.5% lead, as lead metal based on the total non-volatile (dry-film) of paint by weight. This limitation is extended to interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors that are readily accessible to children under seven of age.

Paint Coordination:

Provide finish coats that are compatible with prime paints used. Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information of characteristics of finish materials proposed for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primers or remove and re-prime as required. Notify

Owner's Representative in writing of any anticipated problems unity specified coating systems with substrates primed by others.

MATERIAL QUALITY:

Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.

Proprietary names used to designate colors or materials are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.

Provide undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.

EXTERIOR PAINT SYSTEMS (EPS):

Provide following paint systems for various substrates, as indicated.

Ferrous Metal:

EPS – 1	1st Coat:	Sherwin-Williams Adhesion Prime B51W8050
	2nd Coat:	Sherwin-Williams A100 Exterior Latex Gloss A8
	3rd Coat:	Sherwin-Williams A100 Exterior Latex Gloss A8

Total dry film thickness: 2.5 mils. First coat not required on items delivered shop primed.

Stainless Steel structural Angles:

EPS-2	Degrease and clean surface.
	Acid etch with minimum of 85% phosphoric acid
	Water rinse off the acid residual
	Clean with Acetone
	Apply the Bonderite and wait 10 minutes
	1st Coat: Tough Guard Nano Hybrid Polyurethane (thin coats)
	2nd Coat: Tough Guard Nano Hybrid Polyurethane (thin coats)
	3rd Coat: Tough Guard Nano Hybrid Polyurethane (thin coats)

Total dry film thickness: 2 mils.

INTERIOR PAINT SYSTEMS (IPS):

Provide following paint systems for various substrates, as indicated.

Plywood:

IPS – 1	1st Coat:	Sherwin-Williams PrepRite 400 Latex Primer B28W400.
	2nd Coat:	Sherwin-Williams ProMar 200 Acrylic Semi Gloss B31W200
	3rd Coat:	Sherwin-Williams ProMar 200 Acrylic Semi Gloss B31W200
	Not less than 2.5 mils dry film thickness.	

Concrete Masonry Units: (Touch up Paint)

IPS – 2	1st Coat:	Columbia: 01-044 Professional, High Build Latex Block Filler, D.F.T-10 mils.
	2nd Coat:	Columbia: 03-241 Premium Pro, Alkyd Semi-gloss enamel.
	3rd Coat:	Columbia: 03-241 Premium Pro, Alkyd Semi-gloss enamel.

Not less than 2.5 mils dry film thickness, excluding first coat.

PART 3 EXECUTION

INSPECTION:

Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator.

Starting of paint work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.

Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

SURFACE PREPARATION:

General:

Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.

Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Following completion of painting of each space or area, re-install removed items.

Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly painted surfaces.

Cementitious Materials:

Prepare cementitious surfaces of concrete, concrete block, cement plaster and cement-asbestos board to be painted by removing efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze.

Determine alkalinity and moisture content of surfaces to be painted by performing appropriate tests. If surfaces are found to be sufficiently alkaline to cause blistering and burning of finish paint, correct this condition before application of paint. Do not paint over surfaces where moisture content exceeds that permitted in manufacturer's directions.

Wood:

Clean wood surfaces to be painted of dirt, oil or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended know sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.

Prime, paint wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, paneling.

Ferrous Metals:

Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.

MATERIALS PREPARATION:

Mix and prepare painting materials in accordance with manufacturer's directions.

Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.

Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

APPLICATION:

Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.

Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coats only before final installation of equipment.

Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint.

Paint backsides of access panels, and removable or hinged covers to match exposed surfaces.

Finish exterior doors on tops, bottoms and side edges same as exterior faces, unless otherwise indicated.

Sand lightly between each succeeding enamel or varnish coat.

Omit first coat (primer) on metal surfaces that have been shop-primed and touch-up painted, unless otherwise indicated.

Scheduling Painting:

Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm, does not deform or feel stick under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

Minimum Coating Thickness:

Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

Mechanical and Electrical Work:

Painting of mechanical and electrical work is limited to those items exposed to view in mechanical equipment rooms and other areas where the surface to which they are attached is also scheduled to be painted and which are not scheduled in Divisions 15 and 16 to be color-coded, stenciled, etc.

Mechanical items to be painted include, but are not limited to, the following:

- Piping, pipe hangers and supports.
- Heat exchangers.
- Tanks.
- Ductwork

Electrical items to be painted include, but are not limited to, the following:
Conduit and fittings.

Prime Coats:

Apply prime coat of material which is required to be painted or finished, and which has not been prime coated by others.

Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a final coat with no burn-through or other defects due to insufficient sealing.

Pigmented (Opaque) Finishes:

Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.

Completed Work:

Match approved samples for color, texture and coverage. Remove, re-finish or re-paint work not in compliance with specified requirements.

CLEAN-UP AND PROTECTION:

During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each workday.

Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and re-painting, as acceptable to Architect.

Provide "Wet Paint" signs as required to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.

At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

END OF SECTION

DIVISION 22 – PLUMBING

SECTION 220000 – PLUMBING GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SCOPE:

- A. General:
 - 1. The Bidding Requirements, Contract Requirements, and the General Requirements (Division 01) of these specifications shall govern all parts of the work.
- B. Work Included:
 - 1. Install work in accordance with these specifications and the accompanying plans. Furnish all labor, material, and equipment together with all incidental items not specifically shown or specified which are required by good practice to provide the complete plumbing systems as described.
- C. Coordination and Site Visits:
 - 1. This section of the work requires examination of and reference to all architectural, structural, utility, and electrical drawings for construction conditions that may affect the work. Inspect the building site and existing facilities for verification of existing conditions. Base all measurements from established benchmarks. Any discrepancy between actual measurements and those indicated, which prevents following good practices or the intent of the drawings and specifications, shall be reported to the Architect/Engineer, and work halted until instructions are received from the Architect/Engineer.

1.2 CODES, PERMITS, FEES:

- A. Install all work in accordance with applicable codes and standards. Obtain all required permits; pay all required fees including utility connections or extensions, in connection with this portion of the construction. Obtain all required certificates of inspection for the work.

PART 2 - PRODUCTS

2.1 MATERIALS AND WORKMANSHIP:

- A. Materials:
 - 1. All materials and equipment shall be of first quality, new, full size and weight, standard in every respect, and suitable for the space required. Use the same manufacturer for products of similar class or service, such as valves and pumps. Protect all materials against loss, theft, or damage before and after installation.
 - 2. Furnish and install all necessary foundations, supports, pads, bases, and piers required for all materials and equipment furnished under this contract.
 - 3. Provide all required firestopping at piping penetrations of fire rated walls, floors, ceilings, and roofs. Firestopping shall be Dow Corning Fire Stop Sealant 2000 or Fire Stop Foam 2001, or approved equal.
 - 4. Provide a heat-expanding fire collar for all non-metallic piping up to 6" size at penetrations of fire rated walls, floors, and ceilings per ASTM E 814.
- B. Workmanship:
 - 1. All materials and equipment shall be installed in a neat and workmanlike manner by competent specialists for each subtrade. Work shall be installed to the satisfaction

- of the Architect/Engineer with unsatisfactory work removed and reinstalled to his satisfaction at no extra cost to the Owner.
2. Provide all cutting and patching necessary to install the work specified in this section. Patching shall match adjacent surfaces. No structural members shall be cut without the approval of the Architect/Engineer. Provide all sleeves and inserts required before the floors and walls are built.
 3. Locate all equipment that must be serviced in fully accessible positions. Provide clearance for removal of replacement parts and components, and with necessary couplings or flanges to remove the component for maintenance.

2.2 SUBMITTALS AND SUBSTITUTIONS:

- A. Prebid Approval:
 1. Manufacturer's trade names and catalog numbers stated herein are intended to indicate the quality of equipment or materials desired. All manufacturers not specifically listed require prior approval. Submit catalog data, including specifications, of the proposed equipment to the Architect/Engineer for his approval at least 10 calendar days prior to bid opening. Notice of such approvals will be published in an addendum. Approval of listed alternate equipment manufacturers is for bidding only. Final approval is to be based on requirements of the plans and specifications.
- B. Submittals:
 1. Within thirty days after award of this contract, provide an electronic copy of a complete list of all materials and equipment proposed for this project. List shall contain make, type, manufacturer's name, and trade designation of all materials and equipment. Submittal shall also include manufacturer's complete specification for each item, including ratings, and dimensions as required to check space requirements. The scheduled equipment is the basis of design for physical size, etc. Alternate manufacturers shall not exceed the weight or physical size. Any changes to the Architectural, Structural and Mechanical systems due to alternate manufactures shall be the responsibility of the Contractor and Supplier. Submittals for fixtures, trim, and other plumbing related items, requiring submittals, shall be submitted in a single complete package. Individual items will not be reviewed independently unless approved by the Engineer.
 2. Approval of submittals shall not relieve the contractor from responsibility for deviations from the plans or specifications, unless he has, in writing, called the Architect's /Engineer's attention to deviations at the time of submission, and obtained his written approval. Approval of submittals does not relieve the contractor from responsibility for errors in shop drawings or literature.
- C. Equipment Requiring Submittals:
 1. Floor Sink

PART 3 - EXECUTION

3.1 ACCESSIBILITY & SAFETY:

- A. Accessibility:
 1. All equipment which must be serviced or operated shall be located in fully accessible position. Minor changes from the drawings may be made to allow for better accessibility. All changes shall be approved prior to actual installation.

2. Access panels shall be provided if required for accessibility. Access panels to be steel, flanged, hinged doors by Cendrex, model AHD, or equal. Size as required for installation. Subcontractor shall furnish the required panels to the General Contractor and the required location for all access panels, unless otherwise specified in the Architectural specifications. Panels shall be installed by the General Contractor.

3.2 COORDINATION:

- A. Coordinate all work with the various trades involved to provide a complete and satisfactory installation. The exact details of piping and equipment are not shown. No additional compensation will be made for offsets or relocation required in coordination with other trades.
- B. Alterations required due to improper supervision by the subcontractor shall be made at no extra cost, to the satisfaction of the Architect/Engineer.

3.3 EXCAVATION & BACKFILL:

- A. Excavate trenches required for underground piping to proper elevation and grade. Provide trenches with solid bottoms to allow support of piping along entire length with excavation at bells as required for jointing and inspection. Provide repairing of finished surfaces, and all required shoring, bracing, pumping, and protection for safety of persons and property. Observe all Local or State Safety Codes. Verify that elevations of existing utilities will allow for proper grading of piping connecting to existing utilities.
- B. Excavation and Backfill shall be in accordance with the requirements of Division 31, of these specifications.

3.4 IDENTIFICATION AND CODING:

- A. General:
 1. The Contractor shall use ASME 13 standards for all piping identifications, color coding, and compliance.

3.5 TESTING:

- A. Piping:
 1. All plumbing piping (drainage and vent) shall be tested in accordance with the requirements of local adopted plumbing code, latest edition.
- B. Systems:
 1. All plumbing systems shall be tested at the completion of the building to establish that the systems operate as specified and required.

3.6 CLEANING AND ADJUSTING:

1. Thoroughly clean all parts of the system at the completion of the work.

3.7 PROJECT CLOSEOUT:

- A. Operations & Maintenance Manual:

The Contractor shall provide an operations and maintenance manual at least thirty days prior to completion of work. The manual shall be of the three ring binder type, entitled

"Operations and Maintenance Manual", with the job name and year of completion also included. O & M manuals shall be submitted in a single package. Individual items will not be accepted independently unless approved by the Engineer. The manual shall include, as a minimum:

1. Maintenance instructions for all equipment, including lubrication requirements.
2. Fixture suppliers names, addresses, and telephone numbers.
3. Fixture catalog cuts, ratings tables, model numbers, serial numbers, and accessories.
4. Parts numbers for all replaceable parts.
5. Valve tagging chart as hereinbefore specified.
6. Guarantee letter as specified below.
7. Any additional information required to enable the Owner to properly maintain the building plumbing system.
8. After approval of the Operations and Maintenance Manual by the Architect/Engineer, the Contractor shall furnish two copies of the manual to the Owner.

B. As-Built-Drawings:

1. Provide two sets of red-line mechanical drawings showing the work as it was actually installed. The drawings shall indicate all departures from the contract drawings and shall locate all underground utility lines with dimensions from established building lines. Make all notations neat and legible, with red indelible pencil. At the completion of the work, these as-built drawings shall be signed and dated by the Plumbing Contractor and returned to the Architect/Engineer.

C. Guarantee:

1. All work furnished under this section shall be guaranteed in writing to be free from defective work or materials for a period of one year after acceptance of the contract. All repairs or replacements because of defective materials or workmanship or noncompliance with code shall be provided without additional cost to the Owner. Contractor shall furnish a letter indicating above guarantee with space for date of acceptance and expiration of guarantee. Letter shall be included in O & M Manual.

END OF SECTION 220000

SECTION 220100 - PLUMBING

PART 1 - GENERAL

1.1 SCOPE:

- A. This section covers the work necessary for the plumbing system, complete. The Plumbing General Requirements, Section 220000, are to be included as a part of this section of the specifications.

1.2 CODES:

- A. The plumbing system shall be installed in accordance with the requirements of local adopted plumbing code, latest edition, International Fuel Gas Code, latest edition; and all local and State Codes.

1.3 FIXTURES & EQUIPMENT:

- A. General:
 - 1. Plumbing fixtures and equipment shall be as listed on the drawings. In addition to those specifically listed, the following manufacturers are approved for bidding only. All other manufacturers require prior approval. Final approval for installation is based on submittal data furnished:
 - i. Drainage Products: Jay R. Smith, MIFAB, Neenah Foundry, NDS, Sun Drainage, Wade, Watts, & Zurn.

PART 2 - PRODUCTS

2.1 PLUMBING FIXTURES & TRIM:

- A. All plumbing fixtures shall be provided complete with all required trim for a complete and operational system. All plumbing fixtures shall be caulked and sealed to surrounding surfaces. All floor sinks shall be provided with trap primers (PPP, Zurn or Wade as needed for appropriate use. Provide ball valve type shut-off valve upstream of all trap primer valves).

2.2 PIPING AND FITTINGS:

- A. General:
 - 1. Underground sanitary sewer and storm drain lines shall be installed at 1/4" per foot slope, unless otherwise indicated. If such slope is not possible due to existing inverts, approval shall be obtained from the Architect/Engineer and the authority having jurisdiction before any piping is installed at a lesser slope.
 - 2. Connections between piping of dissimilar materials shall be made with dielectric waterway fittings or unions.
- B. Domestic Cold Water:
 - 1. Piping inside building shall be PEX Piping: Potable cold water distribution system, using cross-linked polyethylene Tubing and ASTM F1960 cold expansion fittings.

- b. References:
 - 1) ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 2) ASTM E119 Standard Test Methods for Fire Tests of Building Construction and Materials.
 - 3) ASTM E814 Standard Test for Fire Tests of Through-Penetrations Fire Stops.
 - 4) ASTM F876 Standard Specification for Cross-linked Polyethylene (PEX) Tubing.
 - 5) ASTM F877 Standard Specification for Cross-linked Polyethylene (PEX) Hot and Cold Water Distribution Systems.
 - 6) ASTM F1960 Standard Specification for Cold Expansion Fittings with PEX Reinforcing Rings for Use with Cross-linked Polyethylene (PEX) Tubing.
- c. Tubing:
 - 1) Standard Grade hydrostatic design and pressure ratings from PPI.
 - 2) Minimum Bend Radius (cold bending): No less than 6 times the outside diameter. Bends with a radius less than stated shall require the use of a bend support as supplied by the PEX tubing manufacturer.
 - 3) Nominal Inside Diameter: Provide tubing with nominal inside diameter, in accordance with ASTM F876 as indicated.
 - a) 3/8 inch (9.53 mm)
 - b) 1/2 inch (12.7 mm)
 - c) 3/4 inch (19.05 mm)
 - d) 1 inch (25.4 mm)
 - e) 1 1/4 inch (31.75 mm)
 - f) 1 1/2 inch (38.1 mm)
 - 4) Material: Cross-linked polyethylene (PEX) manufactured by PEX-a or Engel method.
- d. Manifolds:
 - 1) Type "L" copper body with brass outlet connections.
 - 2) For system compatibility, use 2-inch valved copper manifolds manufactured from Type L copper material, offered by the respective PEX tubing manufacturer.
 - 3) Use manifolds with an isolation valve or a combination isolation and balancing valve on each outlet.
 - 4) Use manifolds that support 5/8 inch or 3/4 inch PEX tubing.
 - 5) Ensure manifold end cap offers tapping for 1/8 inch FNPT and 1/2 inch FNPT for vent and drain.
 - 6) Install supply and return piping to the manifold in a reverse-return configuration to ensure self-balancing.
- d. Accessories:
 - 1) Angle stops and straight stops that are compatible with PEX tubing shall be supplied by the PEX tubing manufacturer.
 - 2) Bend supports designed for maintaining tight radius bends shall be supplied by the PEX tubing manufacturer.
 - 3) Clips and/or PEX rails for supporting tubing runs shall be provided by the tubing manufacturer.
- e. Installation:

- 1) Install in accordance with the tubing manufacturer's recommendations and as indicated in the installation handbook.
 - 2) Do not install PEX tubing within 6 inches (152 mm) of gas appliance vents or within 12 inches (305 mm) of any recessed light fixtures.
 - 3) Do not solder within 18 inches (457 mm) of PEX tubing in the same waterline. Make sweat connections prior to making PEX connections.
 - 4) Do not expose PEX tubing to direct sunlight for more than 30 days.
 - 5) Ensure that no glues, solvents, sealants or chemicals come in contact with the tubing without prior permission from the tubing manufacturer.
 - 6) PEX tubing passing through metal studs shall use grommets or sleeves at the penetration.
 - 7) Protect PEX tubing with sleeves where abrasion may occur.
 - 8) Use strike protectors where PEX tubing penetrates a stud or joist and has the potential for being struck with a screw or nail.
 - 9) No PEX piping is allowed within 18 inches of a water heater.
 - 10) Tubing manufacturer supplied bend supports shall be used where bends are less than six times the outside pipe diameter.
 - 11) Tubing shall be supported to structural members with minimum horizontal supports not less than 32 inches between hangers, using support methods required by local plumbing codes and the installation handbook.
 - 12) Pressurize PEX piping with air in accordance with applicable codes or in the absence of applicable codes to a pressure of 25 psi (173 kPa) above normal working pressure of the system.
 - 13) Comply with safety precautions when pressure testing, including use of compressed air, where applicable. Water shall not be used to pressurize the system if ambient air temperature has the possibility of dropping below 32 degrees F (0 degrees C).
 - 14) PEX piping shall be installed in concealed locations only.
- f. Through Penetration Firestop:
- 1) Ensure 1 and 2-hour rated through penetration assemblies have been tested in accordance with ASTM E814.
 - 2) List of manufacturers that list PEX tubing with their firestop systems is available from the PEX tubing manufacturer.
- g. Approved Manufacturers:
- 1) Uponor Wirsbo
 - 2) Superpex by Bow
 - 3) Vanex Ultra by Vanguard
 - 4) HeatLink
 - 5) REHAU RaupeX
 - 6) or approved equal
- h. Warranty:
- 1) Manufacturer's Warranty covers the repair or replacement of any tubing or fittings proven defective.
 - 2) Warranty may transfer to subsequent owners.
 - 3) Warranty Period for PEX Tubing: 30 year, non-pro-rated warranty against failure due to defect in material or workmanship, beginning with date of substantial completion when installed by a factory-trained contractor.

- 4) Warranty Period for Manifolds and Fittings: 5-year, non-pro-rated warranty against failure due to defect in material or workmanship, beginning with date of substantial completion when installed by a factory trained contractor.
- 5) Warranty Period for Controls and Electrical Components: 2-year, non-pro-rated warranty against failure due to defect in material or workmanship, beginning with date of substantial completion when installed by a factor-trained contractor.
- 6) If a factory-trained contractor does not install the system, then the most recent limited warranty published by the PEX tubing manufacture takes precedence.

C. Sanitary Sewer and Vent:

1. Piping and fittings shall be Schedule 40 PVC-DWV (cellular core), per ASTM F1488 and ASTM F891, solvent welded per solvent manufacturer's instructions, or ABS Schedule 40 piping and fittings per either ASTM D2661 or ASTM F628 with solvent cement conforming to ASTM D2235. All sewer risers (2 story or more) shall be service weight cast iron, no-hub or single-hub, ASTM A74. All piping penetrations through fire rated walls, floors, or ceilings, and all piping located above ceilings used as return air plenums shall also be cast iron or galvanized steel, ASTM A53. Underground PVC-DWV piping shall be installed per ASTM D-2321.
2. Piping and fittings beyond 5 feet from the building line shall be PVC, ASTM D3033 or D3034, SDR 35. Joints shall be ASTM F477 with elastomeric gaskets. Underground piping shall be installed per ASTM D-2321.
3. All 90 degree waste line elbows shall be formed per the latest issue of the adopted plumbing code, latest edition.
4. Cleanouts shall be provided at each horizontal drainage pipe, at its upper terminal, and each run of piping which is more than 100 feet and shall be provided for each 100 feet developed length, or fraction thereof of such piping. An additional cleanout shall be provided for each aggregate horizontal change of direction exceeding one hundred and thirty-five degrees, per applicable plumbing code. This shall be provided regardless of what is shown on the drawings.
5. All floor sinks shall be installed with a trap primer.
 - a. Pressure Activated Primer: Trap primer shall be Precision Plumbing products Model CPO-500 with DU distribution unit if required.
6. All vents through roof (VTR'S) shall be extended at least 1 foot above the roof surface, or to the top of the closest adjacent parapet wall, whichever is greater.

D. Condensate Drain Piping:

1. Piping shall be Schedule 40 PVC. A union shall be installed directly at the equipment for ease of replacement in the future.

E. Hanger and Supports:

1. Pipe hangers shall be provided to adequately support all piping systems. Hangers shall be vertically adjustable to provide for proper pitch and drainage. Hangers shall allow for expansion and contraction of the piping system. Reference "General Regulations" of the latest edition of the adopted plumbing code, latest edition.
2. Hangers for pipe sizes 1/2 to 6 inches shall be adjustable clevis type, or unistrut saddles with all-thread hanger rod.
3. Hangers for hot pipe, sizes 6 inches and over shall be adjustable steel yoke, cast iron roll, double hanger type.
4. Vertical pipes shall be supported with steel riser clamps. Spacing interval

requirements per "General Regulations" of the latest edition of the adopted plumbing code, latest edition.

5. Hanger rod sizing and spacing for pipe shall be as follows:

Pipe Size	Minimum Rod Diameter	Maximum Spacing
To 1-1/4 inches	3/8 inch	6.5 feet
To 2 inches	3/8 inch	10 feet
To 3 inches	1/2 inch	10 feet
To 6 inches	5/8 inch	10 feet

6. Provide hangers within 12 inches of each horizontal elbow.
7. Provide hangers with minimum 1-1/2 inches vertical adjustment.

2.3 VALVES & STRAINERS:

A. Ball Valves:

1. Valves 2-inches and smaller shall be lead free cast bronze body, chrome-plated brass ball, teflon seats, and lever handle, 600 psi CWP. Valves shall comply with MSS SP-110, NSF/ANSI 61, NSF/ANSI 372 Lead Free. Valves over 2-inches shall be cast steel body, chrome plated steel ball, teflon seats, and lever handle. Victaulic, Anvil Gruvlok, Grinnell, or Shurjoint ball valves are acceptable if grooved piping is used. Valves mounted higher than 7'-0" A.F.F. shall be provided with chain, wheel, and guides. Basis of design: Apollo #77CLF-A Series or equal.

PART 3 - EXECUTION

3.1 WORKMANSHIP:

A. General:

1. Install all piping, fixtures, equipment, and accessories as shown, and in strict accordance with the plumbing laws, rules, and regulations of the State and/or City. All work shall be done in a neat and orderly fashion and left in a condition satisfactory to the Architect/Engineer.

B. Piping:

1. All piping shall be run parallel or perpendicular to established building lines. Install piping so as to allow for expansion. Waste and vent piping occurring above floor slab shall be installed true and plumb. Extend vents at least 1 foot above roof, or to the top of the closest adjacent parapet wall, whichever is greater, and provide watertight flashing sleeves. Excavation and backfill shall be in accordance with Section 220000 of these specifications.

C. Fixtures:

1. Install fixtures true and plumb with building walls. Caulk all plumbing fixtures at joints along walls, countertops, and other intersecting surfaces. Locate fixtures as shown and per manufacturer's instructions. Furnish all required trim for fixtures to provide a complete and workable installation.

3.2 TESTS:

A. General:

1. All piping, fixtures, and equipment shall be inspected and approved before concealing or covering. All work shall be tested as required by Section 220000 of these specifications and shall be leak proof before inspection is requested. All tests shall be repeated if required by those making the inspection.
 2. All potable water systems shall be flushed and disinfected in accordance with Section 220000 of these specifications. Following disinfection, system shall be flushed and water sampled to show compliance with requirements of public health authority having jurisdiction. If tested water does not meet requirements, disinfecting shall be repeated until water quality meets requirements.
- B. Fixtures and Equipment:
1. Fill all plumbing fixtures with water and check for leaks or retarded flow. Repair as required. Adjust each piece of plumbing equipment as required to ensure proper functioning. Leave all fixtures and equipment in first class operating condition.

MUSGROVE ENGINEERING
234 S. Whisperwood Way
Boise, Idaho 83709
E-mail: musgrove@musgrovepa.com

Phone:
(208) 384-0585

Fax:
(208) 384-0765

PIPING SYSTEM TEST REPORT

STRUCTURE/BUILDING: _____

TEST NUMBER: _____

LOCATION: _____

CONTRACT NO. _____

DESCRIPTION OF SYSTEM/PIPING BEING TESTED: _____

Description of Test Performed	Test Pressure	Test Duration	Pass/Fail
Hydrostatic: _____	P.S.I. _____	_____	_____
Inert Gas: _____	P.S.I. _____	_____	_____
Compressed Air: _____	P.S.I. _____	_____	_____
Waste & Vent Smoke Test: _____	1" Water Column _____	_____	_____

NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TEST'S FOR CONTRACTOR:

Name: _____ Title: _____

Signature: _____

I hereby certify that the above described system has been tested as indicated above and found to be entirely satisfactory as required in the contract specifications.

Signature of Inspector: _____ Date: _____

REMARKS: _____

END OF SECTION 220100

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

SECTION 230000 - HVAC GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SCOPE:

- A. General:
 - 1. The Bidding Requirements, Contract Requirements, and the General Requirements (Division 1) of these specifications shall govern all parts of the work.
- B. Work Included:
 - 1. Install work in accordance with these specifications and the accompanying plans. Furnish all labor, material, and equipment together with all incidental items not specifically shown or specified which are required by good practice to provide the complete mechanical systems as described.
 - 2. The HVAC Contractor(s) and all Sub-tier Contractors shall provide installed equipment cut sheets and purchase orders required for utility rebates.
- C. Coordination and Site Visits:
 - 1. This section of the work requires examination of and reference to all architectural, structural, utility, and electrical drawings for construction conditions that may affect the work. Inspect the building site and existing facilities for verification of existing conditions. Base all measurements from established benchmarks. Any discrepancy between actual measurements and those indicated, which prevents following good practices or the intent of the drawings and specifications, shall be reported to the Architect/Engineer, and work halted until instructions are received from the Architect/Engineer.

1.2 CODES, PERMITS, FEES:

- A. Install all work in accordance with applicable codes and standards. Obtain all required permits; pay all required fees including utility connections or extensions, in connection with this portion of the construction. Obtain all required certificates of inspection for the work.

PART 2 - PRODUCTS

2.1 MATERIALS AND WORKMANSHIP:

- A. Materials:
 - 1. All materials and equipment shall be of first quality, new, full size and weight, standard in every respect, and suitable for the space required. Use the same manufacturer for products of similar class or service, such as valves, pumps, controls, and air handlers. Protect all materials against loss, theft, or damage before and after installation.
 - 2. Furnish equipment that will operate under all conditions of load without any sound or vibration that is objectionable in the opinion of the Architect/Engineer. Vibration or noise considered objectionable will be corrected by the Subcontractor at his expense.
 - 3. Furnish and install all necessary foundations, supports, pads, bases, and piers required for all materials and equipment furnished under this contract.

4. Provide all required firestopping at duct penetrations of fire rated walls, floors, ceilings, and roofs. Firestopping shall be Dow Corning Fire Stop Sealant 2000 or Fire Stop Foam 2001, or approved equal.
- B. Workmanship:
1. All materials and equipment shall be installed in a neat and workmanlike manner by competent specialists for each subtrade. Work shall be installed to the satisfaction of the Architect/Engineer with unsatisfactory work removed and reinstalled to his satisfaction at no extra cost to the Owner.
 2. Provide all cutting and patching necessary to install the work specified in this section. Patching shall match adjacent surfaces. No structural members shall be cut without the approval of the Architect/Engineer. Provide sleeves at all piping penetrations of exterior walls and floors on grade. Provide all sleeves and inserts required before new floors and walls are built.
 3. Locate all equipment that must be serviced in fully accessible positions. Provide clearance for removal of replacement parts and components, and with necessary couplings or flanges to remove the component for maintenance.
- C. Protection of Equipment During Construction:
1. At the end of each shift, all duct openings and open ends shall be covered with a plastic poly sheeting film to protect against dust and construction contamination from entering the ductwork.

2.2 SUBMITTALS AND SUBSTITUTIONS:

- A. Prebid Approval:
1. Manufacturer's trade names and catalog numbers stated herein are intended to indicate the quality of equipment or materials desired. All manufacturers not specifically listed require prior approval. Submit catalog data, including specifications, of the proposed equipment to the Architect/Engineer for his approval at least 10 calendar days prior to bid opening. Notice of such approvals will be published in an addendum. Approval of listed alternate equipment manufacturers is for bidding only. Final approval is to be based on requirements of the plans and specifications.
- B. Submittals:
1. Within thirty days after award of this contract, provide an electronic copy of a complete list of all materials and equipment proposed for this project. List shall contain make, type, manufacturer's name, and trade designation of all materials and equipment. Submittal shall also include manufacturer's complete specification for each item, including capacities, ratings, etc., and dimensions as required to check space requirements. The scheduled equipment is the basis of design for capacity, weights, physical size, etc. Alternate manufacturers shall not exceed the weight or physical size. Any changes to the Architectural, Structural, Mechanical, Electrical, and Control systems due to alternate manufactures shall be the responsibility of the Contractor and Supplier. Submittals for each major trade (i.e., dryside HVAC, wet side HVAC, or Plumbing) shall be submitted in a single complete package. Individual items will not be reviewed independently unless approved by the Engineer.
 2. Approval of submittals shall not relieve the contractor from responsibility for deviations from the plans or specifications, unless he has, in writing, called the Architect's /Engineer's attention to deviations at the time of submission, and obtained his written approval. Approval of submittals does not relieve the contractor from

responsibility for errors in shop drawings or literature.

C. Equipment Requiring Submittals:

1. Exhaust Fan
2. Electric Duct Heater
3. Electric Heater
4. Louvers
5. Grilles / Diffusers
6. Pipe Stands
7. Crossover Bridge

PART 3 - EXECUTION

3.1 ACCESSIBILITY & SAFETY:

A. Accessibility:

1. All equipment which must be serviced or operated shall be located in fully accessible position. Minor changes from the drawings may be made to allow for better accessibility. All changes shall be approved prior to actual installation.
2. Access panels shall be provided if required for accessibility. Access panels to be steel, flanged, hinged doors by Cendrex, or equal. Sized as required for installation. Subcontractor shall furnish the required panels to the General Contractor and the required location for all access panels, unless otherwise specified in the Architectural specifications. Panels shall be installed by the General Contractor.

B. Safety:

1. Subcontractor shall provide guards for all belt drives and rotating machinery.

3.2 COORDINATION:

- A. Coordinate all work with the various trades involved to provide a complete and satisfactory installation. The exact details of ductwork and equipment are not shown. No additional compensation will be made for offsets or relocation required in coordination with other trades.
- B. Alterations required due to improper supervision by the subcontractor shall be made at no extra cost, to the satisfaction of the Architect/Engineer.

3.3 ELECTRICAL:

- A. Electric motors required for equipment specified in this section shall be provided and installed by this Subcontractor. Motor starters, disconnects, relays, pilot lights, etc., are in general, to be furnished and installed by the Electrical Contractor. Starters, relays, controls, etc., which are factory assembled into packaged equipment shall be furnished by the Mechanical Contractor under this section of the specifications.
- B. All motors shall be provided with adequate starting and protective equipment as specified or required. Motor capacity shall be sufficient to operate driven device under all conditions of operation and load without overload. Minimum horsepower shall be as specified.

3.4 IDENTIFICATION AND CODING:

A. Painting:

1. All painting of mechanical equipment, accessories and ductwork shall be furnished

and applied under the Architectural section of these specifications. All painting shall be completed before any identification markings are applied.

B. Equipment:

1. Identify all equipment with a black Formica label, with white reveal when engraved. Lettering to be 3/16 inch high minimum. In general, identify equipment as to area served in addition to title and code number of the equipment as taken from the plans.

C. Piping:

1. Identify all piping as to the service of the pipe and the direction of flow. The letters shall be 3/4 inch high on piping two inches or smaller, and 1-1/4 inches high on piping up to six inches. Flow arrows shall be at least six inches long. The letters and flow arrows shall be made by precut stencils and oil base paint, one inch high and black, or factory fabricated plastic pipe markers. Piping shall be identified at 25 foot maximum intervals, on long continuous lines; adjacent to each item of equipment; on each riser and junction, and on both sides of all wall penetrations. Underground piping shall be identified with bright colored continuously printed plastic tape of not less than 6" wide by 4 mil thick, manufactured for direct burial service. Install directly above all buried pipe, 6 to 8 inches below finished grade.

3.5 TESTING:

A. Systems:

1. All systems, including heating, ventilating and air conditioning, shall be tested at the completion of the building to establish that the systems operate as specified and required. Testing shall be performed after air balancing is completed.
2. All controls shall be calibrated accurately and all equipment shall be adjusted for satisfactory operation. Excessive vibration or noise from any system shall be corrected.
3. The air conditioning system shall be tested for satisfactory operation when the outside air temperature reaches 60 degrees F. or warmer. All other systems shall be tested at building completion. All tests shall be performed in the presence of the Architect/Engineer or his representative.

3.6 BALANCING:

A. Scope:

1. Prior to final acceptance by the Owners, all air systems shall be balanced to deliver the quantities as specified or directed. The air balance shall be performed by an independent agency specializing in balancing and is certified by the National Environmental Balancing Bureau.
2. Balance contractor's main office shall be located within 50 miles from the project site. Approved balance contractors are Evolve Engineering, NWESI, Building Systems Technologies, and Blue-Sky Commissioning. All other contractors must receive prior approval from the Engineer, in writing, before bidding the project.
3. The Mechanical Contractor shall provide assistance to the Balancing Contractor by identifying all installed mechanical systems and assisting access to all installed mechanical systems. All mechanical systems shall be completely operational and functional prior to the Balancing Contractor performing their specified work.

B. Air balancing:

1. Balancing of the air system shall consist of:
 - a. Adjust all air volumes to the quantities shown, with allowable variation of plus

- 10, minus 10 percent.
 - b. Record all system, zone, diffuser, grille, and register C.F.M. Use volume control devices to regulate air quantities only to the extent that adjustments do not create objectionable air motion or sound levels. Balancing Engineer shall work with the Contractor to set minimum & maximum CFM quantities for zone dampers, or zone dampers/heaters.
 - c. Test and record all system static pressures, inlet and discharge, on all packaged units, fans, and terminal units. Vary total system air quantities by adjustment of fan speeds. Provide drive changes as necessary. Vary branch air quantities by damper regulation.
 - d. Test and record motor full load amps and nameplate amps.
 - e. Test and record entering and leaving temperatures at all coils.
 - f. Adjust all automatically operated dampers, in cooperation with the Control Contractor, to the required settings. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions within specified tolerances. Where modulating dampers or economizers are provided, take measurements at full return air, minimum outside air, and 100 percent outside air mode of operation.
 - g. Adjust diffusers and grilles for proper deflection, throw, and coverage. Eliminate drafts and excessive noise where possible.
 - h. Mark final positions of all balance dampers with a red felt pen.
 - i. Air systems shall be balanced in accordance with standard procedures and recognized practices of the Associated Air Balance Council, and the Testing Adjusting, and Balancing Bureau.
- C. Water Balancing:
- 1. Balancing of the water system shall consist of:
 - a. Adjust all heating and cooling water system flows to within 10 percent of the design quantities shown.
 - b. Record all system and terminal unit g.p.m.'s.
 - c. Test and record all pump, coil, boiler, heat transfer elements, and chiller entering and leaving water temperatures and pressures.
 - d. Test and record all pump full load amps and nameplate amps.
 - e. Mark all final positions of all balancing cocks, valves, and operators with a centerpunch.
- D. Quality Assurance:
- 1. The Balancing Contractor shall demonstrate to the Engineer of record, flow verification for at least 10% of the balanced devices as selected by the Engineer. If more than 25% of the tested devices do not meet the designed or balance report, then the entire system balance must be rebalanced.
- E. Balance Reports:
- 1. Submit four copies of the air system balance report to the Architect/Engineer for evaluation and approval. Reports shall be on TABB/SMACNA forms that indicate information addressing each of the testing methods, readings, and adjustments.

3.7 CLEANING AND ADJUSTING:

- A. Thoroughly clean all air conditioning units, air handling units, and all associated parts of the system at the completion of the work. Install new, clean air filters in all systems. Adjust all devices for proper operation and lubricate all equipment as required. Repaint any painted surface that has been damaged.

3.8 PROJECT CLOSEOUT:

A. Operations & Maintenance Manual:

The Contractor shall provide an operations and maintenance manual at least thirty days prior to completion of work. The manual shall be of the three-ring binder type, entitled "Operations and Maintenance Manual", with the job name and year of completion also included. O & M manuals shall be submitted in a single package. In addition, the contractor shall provide two consolidated electronic versions on two separate thumb drives. Individual items will not be accepted independently unless approved by the Engineer. The manual shall include, as a minimum:

1. Maintenance instructions for all equipment, including lubrication requirements.
2. Equipment suppliers' names, addresses, and telephone numbers.
3. Equipment catalog cuts, ratings tables, model numbers, serial numbers, and accessories.
4. Parts numbers for all replaceable parts.
5. Air and/or water systems balance report as hereinbefore specified.
6. Control diagram or drawing and operation sequence.
7. Valve tagging chart as hereinbefore specified.
8. Filter chart listing unit callout, size of filters, and quantity of filters.
9. Guarantee letter as specified below.
10. Any additional information required to enable the Owner to properly maintain the building mechanical system.
11. Mechanical Equipment Start-up forms, which are included in this specification, if they are required.
12. After approval of the Operations and Maintenance Manual by the Architect/Engineer, the Contractor shall furnish two copies of the manual to the Owner.

B. Mechanical System Training Period:

1. After the mechanical system is completely installed and operational, the mechanical contractor shall provide a minimum of 4 hours training and instruction time for the building Owner or his representative. During this period, the contractor shall instruct the Owner in the operation and maintenance of all parts of the mechanical system, using the O & M manual where applicable. The contractor shall provide a copy of the Project Owner Mechanical Systems Training Form (attached to this specification), with proper signatures, to the Engineer prior to substantial completion and ensure that a copy is inserted into the project O & M manuals.

C. As-Built-Drawings:

1. Provide two sets of red-line mechanical drawings showing the work as it was actually installed. The drawings shall indicate all departures from the contract drawings. Make all notations neat and legible, with red indelible pencil. At the completion of the work, these as-built drawings shall be signed and dated by the Mechanical Contractor, and returned to the Architect/Engineer.

D. Guarantee:

1. All work furnished under this section shall be guaranteed in writing to be free from defective work or materials for a period of one year after acceptance of the contract. All repairs or replacements because of defective materials or workmanship or noncompliance with code shall be provided without additional cost to the Owner. Contractor shall furnish a letter indicating above guarantee with space for date of acceptance and expiration of guarantee. Letter shall be included in O & M Manual.

END OF SECTION 230000

NAME OF PROJECT: _____

OWNER MECHANICAL SYSTEM TRAINING FORM

Upon completion of the equipment and systems installation and connections, the contractor shall assemble all required equipment factory representative and subcontractors together for system Owner training.

These people shall assist in Owner training their system(s) and remain at the site until the total system operations is acceptable and understood by the Owner's representative(s), maintenance and/or operation personnel, on operation and maintenance of their equipment. To prove acceptance of operation and instruction by the Owner's representative(s), the contractor shall provide a copy of this form, with proper signatures, to the Engineer prior to substantial completion, and ensure that a copy is inserted into the project Operation and Maintenance manuals.

"I, the Contractor, associated factory representative and subcontractors, have started each system and the total system(s); and have proven their normal operation to the Owner's representative(s) and maintenance/operation personnel and have instructed him/them _____, hours in the operation and maintenance thereof."

Owner's Representative

Contractor

Signature

Signature

Date

Date

SECTION 230100 - HEATING, VENTILATING, AND AIR CONDITIONING

PART 1 - GENERAL

1.1 SCOPE

- A. This section covers the work necessary for the heating, ventilating, and air conditioning system, complete. The HVAC General Requirements, Section 230000, is to be included as a part of this section of the specifications.

1.2 CODES & STANDARDS

- A. The heating, ventilating, and air conditioning system shall be installed in accordance with the latest edition of the following codes and standards:
 - 1. International Mechanical Code (IMC)
 - 2. International Building Code (IBC)
 - 3. American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)
 - 4. National Fire Protection Association (NFPA)
 - 5. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA)

PART 2 - PRODUCTS

2.1 AIR DISTRIBUTION

- A. Ductwork:
 - 1. Low pressure ductwork for the pool unit shall be fabricated from aluminum alloy series 5000, unless otherwise indicated. Construction requirements shall be in accordance with SMACNA - HVAC Duct Construction Standards, metal and flexible, latest edition. All sheet metal ductwork shall be sealed with McGill United Sheet Duct Sealer or equal, in accordance with the International Energy Compliance Code, latest edition. Adjustable (twist) elbows are not allowed. Low pressure ductwork shall be constructed to the following SMACNA static pressure standards:
 - a. Supply air ductwork = 3" W.G.
 - b. Return, Exhaust, Outside Air Intake ductwork = 2" W.G.
 - 2. Low pressure ductwork for the pool unit located in exposed ceiling areas, shall be aluminum alloy series 5000. All ductwork which is to be installed in exposed ceiling areas shall be stored inside from the time of manufacturing to installation; no outside storage shall be acceptable. Sheet metal shall have a clean, uniform color. Joints shall be sealed evenly and in a professional manner with silver silicon. Discolored or damaged ductwork unacceptable to the Engineer shall be replaced at the Contractors expenses.
 - a. Joints: 0" to 20" diameter, interior slip coupling beaded at center, fastened to duct with screws and with sealing compound applied continuously around joint before assembling and after fastening. Sealing compound shall be applied in an evenly and professional manner.
 - b. Joints 22" – 72" diameter, use 3-piece, gasketed, flanged joints consisting of 2 internal flanges (with integral mastic sealant) split to accommodate minor differences in duct diameter, and one external closure band designed to compress gasketing between internal flanges. Manufacturer shall be

- Ductmate Spiralmate or equal.
 - c. All takeoff or branch entrances shall be by means of factory-fabricated fittings. Field taps shall not be allowed.
 - 3. Exterior exposed ductwork for the pool unit shall be double wall constructed of a solid shell surrounded by a layer of insulation and covered by a solid outer shell. The ductwork shall be fabricated from Aluminum Alloy series 5000 in accordance with SMACNA – latest edition and constructed to the pressure standards listed above. All joints and seams shall be standing-seam type with sealing mastic to provide watertight construction.
- B. Duct Accessories:
 - 1. Turning vanes shall be installed in all rectangular or square elbows. Vanes shall be installed in vane side rails. Vanes shall be single wall vanes, and be fabricated and installed per SMACNA standards.
 - 2. Volume dampers shall be fabricated from aluminum or stainless steel in accordance with SMACNA standards. Dampers shall have a continuous stainless steel shaft on ducts 13" diameter or larger, with damper regulators and end bearings. Dampers located above inaccessible ceilings (hard ceilings) shall be furnished with concealed ceiling damper regulators. Dampers shall be pressure rated equal to the design duct pressure rating. Dampers shall be provided at all diffuser and supply/exhaust grille takeoffs, regardless if indicated on the plans. Dampers are not required on the return air takeoffs unless specifically indicated.
 - 3. Flexible connections shall be provided at all rotating fan equipment. Connectors shall be of fire, water, and weather resistant material.
 - 4. Fire dampers shall be UL-labeled with frame, locking assembly, accordion style folded blades, and fusible link. Dampers shall be Style B with blades stored outside of the air stream. Provide duct inspection door at each fire damper. Minimum size shall be 8" x 8". Inspection door shall be provided with a steel frame with gasketing around periphery, and a hinged panel. Dampers located in moisture laden air conditions shall have all metal parts made of stainless steel.
- C. Diffusers, Registers, Louvers, Grilles, Weathercaps:
 - 1. See Drawings for requirement.
- D. Duct Cleanliness:
 - 1. Ductwork Delivery To Site
 - a. During ductwork being delivered from the premises of the manufacturer, care must be taken to prevent damage during transportation and off-loading.
 - 2. Temporary Storage
 - a. Job site duct material storage areas should be clean, dry, and located away from high dust generating processes such as masonry or tile cutters, cutoff saws, drywall sanding, mortar and plaster mixers, roof pitch kettles, portable electric generators, and main walkways that will be constantly broom swept. The general contractor should designate a suitable area for temporary storage.
 - b. To prevent ductwork material damage from standing water, storage locations should include pallets or blocking to keep fabricated metal ductwork above the floor surface. If there is a risk of water runoff from above or dusty areas cannot be avoided, coverage should be used to protect stored materials.
 - 3. Installation
 - a. Before the installation of individual duct sections, they are to be inspected to

ensure that they are free from all debris.

- b. All ductwork risers must be covered to prevent the entry of debris into the duct.
- c. Downward facing and horizontal ductwork openings will not be required to be covered.
- d. Access covers shall be firmly fitted in position on completion of each section of the work. Open ends on completed ductwork and overnight work-in-progress shall be sealed.
- e. The working area should be clean and dry and protected from the elements.
- f. The internal surfaces of the uninsulated ductwork shall be wiped to remove excess dust immediately prior to installation.

2.2 PIPING SYSTEMS

A. Condensate Drain Piping:

- 1. Piping shall be Schedule 40 PVC.

2.3 INSULATION

A. General:

- 1. All insulation shall have composite fire and smoke hazard ratings, as tested by ASTM E-84, NFPA 255, and UL 723, not exceeding:

Flame Spread	25
Smoke Developed	50

B. Ductwork - External Insulation:

- 1. Insulation shall be fiberglass insulation with aluminum foil scrim kraft facing. All joints shall be taped with UL listed tape to provide a continuous vapor barrier. The following ducts shall be externally insulated:
 - a. Supply ducts in unconditioned spaces
 - b. Return ducts in unconditioned spaces
 - c. Exposed ductwork located within conditioned spaces shall not be externally insulated
- 2. Insulation thickness & "R" values shall be as follows:
 - a. R-6 – ducts located in unconditioned spaces (such as above ceiling, but below roof insulation) and outside air intake ducts.
 - b. R-12 – ducts located outside of the building's insulation envelope (such as above the attic insulation).

C. Piping Insulation – Condensate Drain Piping:

- 1. Insulation shall be preformed fiberglass insulation with a vapor barrier jacket. Insulation shall have a conductivity not exceeding 0.27 Btu-inch/hour-sq. ft.-°F. Lap and butt joints shall be sealed with pressure sensitive joint sealing tape of the same finish as the insulation jacket to provide a continuous vapor seal. Fittings and valves shall be insulated with PVC fitting covers and fiberglass insulation inserts, or with hydraulic setting insulating cement and four ounce canvass jacket with vapor barrier adhesive. Insulation thickness shall be as follows:

Fluid	Nominal Pipe Diameter		
	½"to < 1½"	1 ½" to < 4"	4" and above

Condensate Drain Piping

2"

2"

2"

F. Piping Insulation - Exterior (Outdoor) Piping:

1. Piping located outdoors shall be insulated as specified above. In-addition piping shall be covered with a weather-proof aluminum alloy 3003 or 3105 jacket meeting ASTM standard B209, minimum 0.016" thick, installed per the manufacturers installation requirements. At a minimum the following installation shall occur. The jacketing overlap shall be a minimum of 2". Horizontal piping shall have the jacket seams located at the 3 o'clock or 9 o'clock position with the seam joint openings point downward to shed moisture. Vertical piping shall have the upper jacket seams overlap the lower seam to shed moisture. Valve handles and gauges shall be positioned on the bottom to help prevent water penetration. Banding shall be used to secure the jacketing; screws, rivets, and all other fasteners capable of penetrating the underlying vapor retarder shall be prohibited. Jacketing sealant shall be applied to all longitudinal and circumferential joints and the sealant shall be located between the aluminum jacket, not at the outer lip.

2.4 VIBRATION ISOLATION

A. General:

1. All rotating equipment and appurtenances connected to rotating equipment shall be vibration isolated from the supporting structure. No metal to metal contact will be permitted between fixed and floating parts. All metal isolators exposed to weather shall be hot dipped galvanized after fabrication. Piping connected to rotating equipment shall be hung with spring hangers for first 50 pipe diameters.

D. Spring Hangers:

1. Vibration hanger shall contain a spring and double deflection neoprene element in series. Spring shall have a diameter not less than 0.8 of compressed operating spring height. Spring shall have a minimum additional spring travel of 50 percent between design height and solid height. Spring shall permit a 15 degree angular misalignment without rubbing on hanger box.

2.5 CONTROL SYSTEM

A. General:

1. The Mechanical Contractor shall be responsible for a complete and operable control system, including equipment, installation, and accessories required to perform the required control functions. All control conduit and wiring shall be furnished by the Electrical Contractor. Thermostats, sub-base switches, remote control devices, etc., shall be supplied by the Mechanical Contractor and installed and connected by the Mechanical Contractor. The Mechanical Contractor shall furnish the Electrical Contractor with wiring diagrams for all mechanical equipment and controls.
1. Alternate Bid #3: The Control Contractor shall be responsible for a complete and operable control system, including equipment, installation, and accessories required to perform the functions specified on the drawings. The Control Contractor shall supervise the installation of all control equipment and accessories and shall submit shop drawings of the proposed system for approval.
2. Alternate Bid #3: The Control Contractor shall furnish and install all control conduit

and wiring. All wiring shall be installed in EMT in accordance with the section Electrical. Provide plastic covered wires of not less than 18-gauge (16-gauge if longer than 50'), with at least one spare circuit at each control device. Control voltage shall not exceed 30 volts, except in starter pilot circuits.

3. The Mechanical Contractor shall be responsible for installing all control valves, water flow switches, temperature wells, control dampers, and related equipment which is furnished by the Control Contractor.
4. The control system shall be basically electric, with supplementary electronic devices as required.
5. Alternate Bid #3: The Control Contractor shall be Clima-Tech Corporation.

PART 3 - EXECUTION

3.1 WORKMANSHIP

A. General:

1. Install all materials and equipment as shown and in strict accordance with the applicable codes for the State and/or city. Plans do not attempt to show exact details of all piping and ductwork, and no extra payment will be allowed for offsets required due to obstructions by other trades. All work shall be done in a neat and orderly fashion and left in a condition satisfactory to the Architect/Engineer.
2. All piping shall be run parallel or perpendicular to established building lines. Install piping so as to allow for expansion. Install all valves with stems horizontal or above. Install air vents at all high points. Provide all piping which passes through walls, floors, or ceilings with standard weight pipe sleeves.
3. Grooved ends shall be clean and free from indentations, projections, and roll marks in the area from pipe end to groove. Gasket shall be molded and produced by the grooved coupling manufacturer. Verify gasket grade is suitable for the intended service. The grooved coupling manufacturer's factory trained representative shall provide on-site training for the contractor's field personnel in the use of grooving tools, application of groove, and installation of groove end products.
4. Install the grooved piping and fittings in accordance with the latest recommendations as published by the manufacturer. Pipe shall be square cut, $\pm 0.030"$, properly deburred and cleaned. Mark pipe ends at the required location using a gauge supplied by the Manufacturer to ensure full insertion into the coupling or fitting during assembly. Use a manufacturer's tool with proper sized jaw for pressing.

B. Insulation:

1. All piping insulation shall be applied over clean, dry surfaces after system has been pressure tested and any leaks corrected. Finished appearance of all insulation shall be smooth and continuous. Provide coat of insulating cement where needed to obtain this result.
2. Flexible duct insulation shall be secured to duct surface with 4-inch wide bands of adhesive applied on maximum 18-inch centers. Additional galvanized tie-wire support shall be furnished as required and recommended by the insulation manufacturer.

C. Diffusers, Registers and Grilles:

1. All diffusers, grilles, and registers shall be installed tight on their respective mounting surfaces and shall be accurately centered on ceiling tile, recesses, windows, or

doors.

D. Ductwork:

1. All sheet metal work shall be done by qualified, experienced mechanics in accordance with the requirements of ASHRAE and the latest edition of the applicable SMACNA Manual. All ductwork shall be installed in a neat and orderly manner, and shall be adequately supported to prevent vibration or sagging. All sheet metal ductwork shall be sealed with United-Sheet Metal Duct Sealer or equal.

E. Mechanical Units:

1. Units shall be installed approximately where shown on the plans to provide access space for filter changing, motor, drive and bearing servicing, and fan shaft and coil removing. Pipe drain pan connection through a running trap to floor drain. Unit shall not be operated until filters are installed. Isolate sheet metal ducts from all fans with flexible connectors.

END OF SECTION 230100

SECTION 230150 - MECHANICAL START-UP

PART 1 - GENERAL

1.1 SCOPE:

- A. General:
 - 1. The purpose of the mechanical start-up is to provide the owner of the facility with a high level of assurance that the mechanical system has been installed and operates per the requirements of the mechanical construction plans and specifications. The Mechanical General Provisions, Section 230000, is to be included as a part of this section of the specifications.
- B. Pre-start and Start-up checklist:
 - 1. The contractor shall be responsible for the completion of pre-start and start-up checklist forms. These forms can usually be obtained from the equipment manufacturer. If the forms cannot be obtained from the manufacturer, forms may be obtained from the Engineer.
 - 2. After completion of pre-start and start-up checklists, the contractor shall provide a copy of the pre-start and start-up checklist to the engineer for review and approval prior to substantial completion.
 - 3. Approved Mechanical Equipment Start-up forms shall be included in the operations and maintenance manual.

PART 2 – START-UP PROCESS

2.1 RESPONSIBILITIES

- A. Mechanical Contractor:
 - 1. Coordinate with other trades involved in the installation of mechanical equipment to complete the requirements of mechanical start-up specifications.
 - 2. Complete the pre-start and start-up checklist forms obtained from the equipment manufacturer or the Engineer.
 - 3. Notify the mechanical engineer of tests to be witnessed. Contractor shall give the engineer a minimum of 48 hours notice prior to test.
- B. Engineer:
 - 1. Review the completed pre-start and start-up check lists provided by the mechanical contractor.
 - 2. At final inspection, spot check items on the pre-start and start-up checklist forms to ensure that they have been completed.

2.2 EQUIPMENT PRE-START

- A. Before starting any equipment or system, complete the system pre-start checklist forms. As part of the pre-start process, the following items shall be completed as applicable:
 - 1. Piping systems shall be pressure tested as specified, found to be tight, with reports submitted.
 - 2. Piping systems shall be flushed and cleaned as specified, all required reports submitted, and the system shall be filled or charged per plans.
 - 3. Air system cleaning is complete and final filters shall be installed.
 - 4. Vibration isolation and seismic restraints shall be installed per plans and

- specifications.
5. Equipment drives shall be aligned.
 6. Electrical services shall be installed and checked.
 7. Control points checkouts shall be completed.
 8. Safety controls shall be installed and operation checked.
 9. Manufacturer's representatives have carried out major equipment start-up, and all checks shall be documented on the relevant checklists as they are carried out.
 10. Equipment has been thoroughly cleaned (interior and exterior of units), of construction debris.
 11. Deficiencies or incomplete work shall be corrected and pre-start shall be repeated until the installation is ready for operation.

2.3 EQUIPMENT START-UP

- A. After the pre-start up process described in Section 2.2, complete the system start-up checklist and document findings with forms provided. As part of the Start-up process, the following items shall be completed as applicable:
 1. Air systems balanced as specified in plans and specifications.
 2. Problems revealed during balancing of air and water systems shall be corrected.
 3. All automatic temperature controls devices shall be calibrated, including adjustments to control valves and damper actuators.
 4. Set up or program controls for accurate response and precise sequencing to meet specified performance.
 5. The controls contractor and balancing contractor shall adjust and set air flows and calibrate controls of equipment as applicable.
 6. Ensure final adjustments to vibration isolation and seismic restraints are carried out per the manufacturer's requirements.
 7. Check the operation of all fire dampers; smoke dampers and combination fire/smoke dampers.
- B. Deficiencies or incomplete work shall be corrected, and the startup shall be repeated until correct installation and function has been confirmed and the installation is ready for engineer verification.

2.4 TRAINING AND INSTRUCTION

- A. Once the substantial completion has been approved, the mechanical contractor shall provide the Owner and engineer with a training schedule for operation of the mechanical equipment and systems and their controls as listed in the specifications and plans. Reference Section 230000 Mechanical General Provisions, "Project Closeout" of these specifications.

PART 3 – EXECUTION

- A. The following systems and equipment shall be completed under the mechanical start-up plan as described above and documented with equipment pre-start and start-up forms provided.
 1. Pool Dehumidification Unit.
 2. Exhaust Fans.
 3. Electric Duct Heater.
 4. Electric Heaters.

- B. Pre-start and start-up forms are to be provided to the engineer for final approval before substantial completion.
- C. Approved forms shall be included in the operations and maintenance manual.

END OF SECTION 230150

SECTION 230800 – HVAC COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes requirements for commissioning the HVAC system and its subsystems and equipment, including the Direct Digital Control system (if Add Alternate #2 is accepted).
- B. The registered design professional, provide by others, is responsible to provide evidence of mechanical systems commissioning and completion in accordance to the provisions of this section.

1.3 DEFINITIONS:

- A. Architect: Includes Architect identified in the Contract for Construction between Owner and Contractor, plus consultant/design professionals responsible for design of HVAC, electrical, communications, controls for HVAC systems, and other related systems.
- B. RDP: Registered Design Professional
- C. Systems, Subsystems, and Equipment: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, and equipment.
- D. TAB: Testing, Adjusting, and Balancing.

1.4 COMMISSIONING DOCUMENTATION:

- A. Commissioning Plan: A commissioning plan will be developed by a registered design professional or approved agency and shall include the following items:
 - 1. A narrative description of the activities that will be accomplished during each phase of commissioning, including the personnel intended to accomplish each of the activities.
 - 2. A listing of the specific equipment, appliances or systems to be tested and a description of the tests to be performed.
 - 3. Functions to be tested, including, but not limited to calibrations and economizer controls.
 - 4. Conditions under which the test will be performed. At a minimum, testing shall affirm winter and summer design conditions and full outside air conditions.
 - 5. Measurable criteria for performance
- B. Test Checklists: RDP, with assistance of Architect/Engineer, shall develop test checklists for each system, subsystem, or equipment including interfaces and interlocks, and include a separate entry, with space for comments, for each item to be tested. Prepare separate checklists for each mode of operation and provide space to indicate whether the mode under test responded as required. Provide space for testing personnel to sign off on each checklist.
 - 1. Name and identification of tested item.
 - 2. Test number.

3. Time and date of test.
 4. Indication of whether the record is for a first test or retest following correction of a problem or issue.
 5. Date of the test and name of parties involved as applicable.
 6. Individuals present for test.
 7. Deficiencies/Issues/Results of test.
 8. Note if re-test is necessary.
- C. Test and Inspection Reports: RDP shall record test data, observations, and measurements on test checklists. Photographs, forms, and other means appropriate for the application shall be included with data. RDP shall compile test and inspection reports and tests and inspection certificates and include them in systems manual and commissioning report.
- D. Corrective Action Documents: RDP shall document corrective action taken for systems and equipment that fail tests. Include required modifications to systems and equipment and revisions to test procedures, if any. Retest systems and equipment requiring corrective action and document retest results.
- E. Issues Log: RDP shall prepare and maintain an issues log that describes design, installation, and performance issues that are at variance with the Contract Documents. Identify and track issues as they are encountered, documenting the status of unresolved and resolved issues.
1. Creating an Issues Log Entry:
 - a. Identify the issue with unique numeric or alphanumeric identifier by which the issue may be tracked.
 - b. Assign a descriptive title of the issue.
 - c. Identify date and time of the issue.
 - d. Identify test number of test being performed at the time of the observation, if applicable, for cross-reference.
 - e. Identify system, subsystem, and equipment to which the issue applies.
 - f. Identify location of system, subsystem, and equipment.
 - g. Include information that may be helpful in diagnosing or evaluating the issue.
 - h. Note recommended corrective action.
 - i. Identify commissioning team member responsible for corrective action.
 - j. Identify expected date of correction.
 - k. Identify person documenting the issue.
 2. Documenting Issue Resolution:
 - a. Log date correction is completed or the issue is resolved.
 - b. Describe corrective action or resolution taken. Include description of diagnostic steps taken to determine root cause of the issue, if any.
 - c. Identify changes to the Contract Documents that may require action.
 - d. State that correction was completed and system, subsystem, and equipment is ready for retest, if applicable.
 - e. Identify person(s) who corrected or resolved the issue.
 - f. Identify person(s) documenting the issue resolution.
 3. Issues Log Report: On a periodic basis, but not less than for each commissioning team meeting, RDP shall prepare a written narrative for review of outstanding issues and a status update of the issues log. As a minimum, RDP shall include the following information in the issues log and expand it in the narrative:
 - a. Issue number and title.
 - b. Date of the identification of the issue.
 - c. Name of the commissioning team member assigned responsibility for

- resolution.
 - d. Expected date of correction.
- F. Commissioning Report: RDP shall document results of the commissioning process including unresolved issues and performance of systems, subsystems, and equipment. The commissioning report shall indicate whether systems, subsystems, and equipment have been completed and are performing according to the Contract Documents. The commissioning report shall include, but is not limited to, the following:
 - 1. Lists and explanations of substitutions; compromises; variances in the Contract Documents; record of conditions; and, if appropriate, recommendations for resolution. This report shall be used to evaluate systems, subsystems, and equipment and shall serve as a future reference document during Owner occupancy and operation. It shall describe components and performance that exceed requirements of the Contract Documents. It may also include a recommendation for accepting or rejecting systems, subsystems, and equipment.
 - 2. Commissioning plan.
 - 3. System balance reports.
 - 4. Testing plans and reports.
 - 5. Corrective modification documentation.
 - 6. Issues log.
 - 7. Completed test checklists.
 - 8. Listing of off-season tests not performed and a schedule for their completion.
- G. Systems Manual: RDP shall gather required information and compile systems manual. Systems manual shall include, but is not limited to, the following:
 - 1. Submittal Data stating equipment size and selected options for each piece of equipment requiring maintenance.
 - 2. Operation and maintenance data on each piece of equipment requiring maintenance. Required routine maintenance actions shall be clearly identified.
 - 3. Name and address of at least one service agency.
 - 4. HVAC controls system maintenance and calibration information.
 - 5. A narrative of how each system is intended to operate, including recommended setpoints.

PART 2 – PRODUCTS – Not Used

PART 3 - EXECUTION

3.1 BALANCING:

- A. Scope:
 - 1. Prior to final acceptance by the Owners, all air systems shall be balanced to deliver the quantities as specified or directed. The air balance shall be performed by an independent agency specializing in balancing and is certified by the National Environmental Balancing Bureau.
 - 2. The Mechanical Contractor shall provide assistance to the Balancing Contractor by identifying all installed mechanical systems and assisting access to all installed mechanical systems. All mechanical systems shall be completely operational and functional prior to the Balancing Contractor performing his specified work.
- B. Air balancing:
 - 1. Balancing of the air system shall consist of:
 - a. Adjust all air volumes to the quantities shown, with allowable variation of plus

- 10, minus 10 percent.
 - b. Record all system, zone, diffuser, grille, and register C.F.M. Use volume control devices to regulate air quantities only to the extent that adjustments do not create objectionable air motion or sound levels. Balancing Engineer shall work with the Contractor to set minimum & maximum CFM quantities for zone dampers, or zone dampers/heaters.
 - c. Test and record all system static pressures, inlet and discharge, on all packaged units, fans, and terminal units. Vary total system air quantities by adjustment of fan speeds. Provide drive changes as necessary. Vary branch air quantities by damper regulation.
 - d. Test and record motor full load amps and nameplate amps.
 - e. Test and record entering and leaving temperatures at all coils.
 - f. Adjust all automatically operated dampers, in cooperation with the Control Contractor, to the required settings. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions within specified tolerances. Where modulating dampers or economizers are provided, take measurements at full return air, minimum outside air, and 100 percent outside air mode of operation.
 - g. Adjust diffusers and grilles for proper deflection, throw, and coverage. Eliminate drafts and excessive noise where possible.
 - h. Mark final positions of all balance dampers with a red felt pen.
 - i. Air systems shall be balanced in accordance with standard procedures and recognized practices of the Associated Air Balance Council, and the Testing Adjusting, and Balancing Bureau.
- C. Quality Assurance:
- 1. The Balancing Contractor shall demonstrate to the Engineer of record, flow verification for at least 10% of the balanced devices as selected by the Engineer. If more than 25% of the tested devices do not meet the designed or balance report, then the entire system balance must be rebalanced.
- D. Balance Reports:
- 1. Submit four copies of the air system balance report to the Architect/Engineer for evaluation and approval. Reports shall be on TABB/SMACNA forms that indicate information addressing each of the testing methods, readings, and adjustments.

3.2 TESTING:

- A. Test systems and intersystem performance after test checklists for systems, subsystems, and equipment have been approved.
- B. Perform tests using design conditions whenever possible.
 - 1. Simulate conditions by imposing an artificial load when it is not practical to test under design conditions and when written approval for simulated conditions is received from RDP. Before simulating conditions, calibrate testing instruments. Set and document simulated conditions and methods of simulation. After tests, return settings to normal operating conditions
 - 2. Alter set points when simulating conditions is not practical and when written approval is received from RDP.
 - 3. Alter sensor values with a signal generator when design or simulating conditions and altering set points are not practical. Do not use sensor to act as signal generator to simulate conditions or override values.
- C. Scope of HVAC Subcontractor Testing.

1. Testing scope shall include entire HVAC installation, from central equipment for heat generation and refrigeration through distribution systems to each conditioned space. It shall include measuring capacities and effectiveness of operational and control functions.
 2. Test all operating modes, interlocks, control responses, responses to abnormal or emergency conditions, and verify proper response of building automation system controllers and sensors.
- D. Detailed Testing Procedures: RDP, with HVAC Subcontractor, TAB Subcontractor, and HVAC Instrumentation and Control Subcontractor, shall prepare detailed testing plans, procedures, and checklists for HVAC systems, subsystems, and equipment.
- E. HVAC Instrumentation and Control System Testing.
1. Field testing plans and testing requirements are specified in Division 23 Sections "HVAC Instrumentation and Controls" and "Sequence of Operation." The CxA, HVAC Subcontractor, and the HVAC Instrumentation and Control Subcontractor shall collaborate to prepare testing plans.
 2. CxA shall convene a meeting of appropriate entities to review test report of HVAC instrumentation and control systems.
- F. Heat-Generation System Testing: HVAC Subcontractor shall prepare a testing plan to verify performance of auxiliary heating equipment. Plan shall include the following:
1. Sequence of testing and testing procedures for each item of equipment and section of heat strip to be tested, identified by identification marker. Markers shall be keyed to Drawings for each heating sector showing the physical location of each item of equipment and test section. Drawings shall be formatted to allow each item of equipment and section of heat strip to be physically located and identified when referred to in the system testing plan.
 2. Tracking checklist for managing and ensuring that all heating sections have been tested.
- G. Refrigeration System Testing: HVAC Subcontractor shall prepare a testing plan to verify performance of all condensing units, refrigerant compressors and condensers, heat pumps, and other refrigeration systems. Plan shall include the following:
1. Sequence of testing and testing procedures for each item of equipment and section of pipe to be tested, identified by identification marker. Markers shall be keyed to Drawings showing the physical location of each item of equipment and pipe test section. Drawings shall be formatted to allow each item of equipment and section of piping to be physically located and identified when referred to in the system testing plan.
 2. Tracking checklist for managing and ensuring that all pipe sections have been tested.
- H. HVAC Distribution System Testing: HVAC Subcontractor shall prepare a testing plan to verify performance of air, and refrigerant distribution systems; special exhaust; and other distribution systems. Include HVAC terminal equipment and unitary equipment. Plan shall include the following:
1. Sequence of testing and testing procedures for each item of equipment and section of pipe to be tested, identified by identification marker. Markers shall be keyed to Drawings showing the physical location of each item of equipment and pipe test section. Drawings shall be formatted to allow each item of equipment and section of piping to be physically located and identified when referred to in the system testing plan.
 2. Tracking checklist for managing and ensuring that all pipe sections have been tested.

- I. Deferred Testing:
 1. If tests cannot be completed because of a deficiency outside the scope of the HVAC system, the deficiency shall be documented and reported to Owner. Deficiencies shall be resolved and corrected by appropriate parties and test rescheduled.
 2. If the testing plan indicates specific seasonal testing, appropriate initial performance tests shall be completed and documented and additional tests scheduled.

END OF SECTION 230800

SECTION 230923 – DIRECT DIGITAL CONTROL SYSTEM

Part 1 SYSTEM OVERVIEW

1.1 DDC CONTROL SYSTEM

A. Statement of Intent

1. The intent of this specification is to provide a high-quality Direct Digital Control system with Web based software front end and top-of-the-line control hardware. System is to include a Graphical User Interface (GUI) residing on a WebServer accessible with an industry standard non-proprietary Web Browser. Connectivity shall be over the owner's internal Ethernet system and, when allowed, over the Internet using the servers IP address. Connection to the WebServer software shall be thin client access and shall not require that the browser device have special software or applets for access. If connection to an Intranet or to the Internet is not available on initial installation, the server shall be accessed via a web browser locally hosted on the server. The graphic user interface shall display real time values of all system operating conditions. Additionally, it shall include graphic displays of system programming, operating logic and logic flow. It shall display logic flow with real time values of logical inputs and outputs. This graphical display capability is required for system diagnostics of both the mechanical systems controlled by the DDC system and of the operating logic and sequences themselves. The features of the system must be fully installed, configured and demonstrated in a manner that provides maximum benefit to the end user.

B. Specification Compliance

1. These specifications are intended to provide minimum capability for the DDC system. Manufacturer's data sheets included in the submittals will be reviewed to verify significant hardware and software system features. Key system features must be documented by manufacturer's data sheets in the submittals or by demonstration of an existing installation.

C. Approved DDC Contractor and System

1. DDC Control System shall be:
 - a. Automated Logic WebCTRL by Clima-Tech Corporation.

1.2 SCOPE OF WORK

A. Refer to the matrix at the end of this specification that shows the scope of responsibility for the various trades:

B. Control Hardware and Software

1. The Automatic Temperature Control (ATC) Contractor shall be responsible for furnishing and installing all control hardware and software necessary for a complete DDC control system as specified. ATC contractor shall furnish all modules, temperature sensors, flow sensors, humidity sensors, IAQ sensors, control valves, control valve actuators, dampers, damper actuators and any other items necessary for a complete system and sequence of control, except those valves, dampers and actuators specified to be furnished by equipment supplier. When actuators are specified to be furnished by equipment supplier, that supplier shall be responsible for coordination of actuator control input for interface with DDC system without use of transducers. Automatic control valves, dry wells for fluid temperature sensors, dampers and actuators shall be installed by the mechanical contractor.

Specifically, the ATC Contractor shall furnish the following:

- a. Individual unitary control modules for each unitary system:
 - 1) Electric duct heater.
 - b. Required software integration to other digital control systems:
 - 1) Interface to pool dehumidification.
- C. Control Wiring and Interface to Line Voltage Control
1. ATC Contractor shall be responsible for control wiring to all control modules, sensors, pilot duty control relays and actuators required to provide Sequences of Operation as noted in Part 5. ATC contractor shall provide control interface to boilers, chillers, pumps and fans. This shall include pilot duty relays where interface to line voltage switching devices is required. ATC Contractor shall provide all required conduit for low voltage wiring within mechanical rooms or at equipment locations unless specifically shown on Division 16 drawings. Electrical Contractor shall provide all required conduit for line voltage wiring, all contactors, magnetic starters and motor control centers required for operation of mechanical systems except where specifically noted to be provided by equipment manufacturer. Electrical contractor shall furnish conduit where required between the zone temperature sensor locations and the zone equipment. The Electrical Contractor shall also be responsible for line voltage circuits and connection to ATC panels.
 2. Unitary equipment will be supplied with required fan relays, compressor contactors, electric heat sequencers and transformer ready for connection to ATC provided control modules.
- D. Control Integration with Third Party Digital Controls Supplied by others.
1. Automatic Temperature Control (ATC) Contractor shall be responsible for all programming of controls furnished by them to accomplish the required integration. ATC Contractor shall provide necessary hardware to maintain these programs. Local area network wiring required for connection to interface hardware provided under the ATC project scope is the responsibility of the ATC Contractor. If Ethernet connection to third party controls is required, that network connection shall be the responsibility of others.
 2. Suppliers of equipment that is required to be integrated with the DDC system shall be responsible to coordinate integration software protocol and connectivity with ATC Contractor prior to bid to insure satisfactory integration and system operation. Equipment suppliers are required to confirm that their factory installed controls are capable of achieving sequences of operation listed under this section, and that required points are available to the DDC system. If specified sequences cannot be met with factory installed controls the equipment supplier shall be responsible for furnishing and installing required external controls or peripheral devices. Any required communication wiring between digital control devices provided by equipment suppliers shall be the responsibility of that supplier. This may be under separate agreement with the ATC Contractor.
 3. Equipment suppliers shall provide complete points list including Usage Description, Addresses and Device ID numbers, and network number if applicable.
 4. Acceptable protocols:
 - a. Variable Frequency Drives, lighting systems or power monitoring systems shall use either Modbus or BACnet software protocols for integration to this DDC system.
 5. All other systems shall use BACnet software protocol for integration to this DDC system.

- E. Commissioning
 - 1. ATC Contractor shall be responsible for self-commissioning of all hardware and software programming furnished with the project. Completed point checkout commissioning sheets shall be included with the final "as-built" O&M manuals. These sheets shall include validation check fields for each physical and software or network input and output, with date and time of verification and initials of individual performing the checkout. Physical point checkout lists shall include check offs for point type, address, scaling range, and any calibration offset. Software point checkout lists shall include check offs for mapped address and communication verification. Point checkout lists shall use logical names for future reference by the owner.
 - 2. Each graphic file will be checked for visual accuracy and to verify that point mapping on those files is correct. Each unique operating program shall be functionally tested to confirm that operation conforms to the Sequence of Operation. Documentation of graphic commissioning and Functional Performance Testing shall be included in the project O&M manuals.
- F. Training and Technical Support
 - 1. Contractor shall provide 4 hours of project specific system orientation for owner's representative. Contractor shall provide unlimited phone technical support during the first 3 months after system turnover.
- G. Submittals And O&M Manuals
 - 1. Submittals
 - a. Submittals shall include the following sections:
 - 1) Shop Drawings with:
 - a) Title Page
 - b) Table of Contents
 - c) Typical Device Wiring Drawings Summary Bill of Materials Sequences of Operation
 - d) Local Area Network Drawings
 - e) Drawings for all operating systems showing both equipment and module connections
 - f) Bill of Materials Specific to Each Drawing
 - 2) Manufacturer's specification data sheets for all:
 - a) control modules sensors dampers
 - b) valves actuators
 - c) flow switches current sensors
 - d) transducers
 - 3) If the contractor wishes to substitute any item after approval of submittal they shall submit appropriate data sheets for approval before including substituted product on the project.
 - 2. O&M Manuals
 - a. O&M Manuals shall be furnished upon project completion and include technical instructions for all items originally included in the submittal with "as built" modifications and completed Commissioning Worksheets. O&M Manuals shall be in a separate three ring binder. Contractor's toll free technical support number or the words "Call Collect" with the contractor's regular phone number shall be on the front of the manual.
- H. System Software
 - 1. System to be an extension to existing Automated Logic WebCTRL v8 software.

PART 2 – CONTRACTOR CAPABILITY

- 2.1 Contractor shall maintain toll-free technical support phone line or accept collect phone calls during warranty period.
- 2.2 Contractor shall provide service within 24 hours.
- 2.3 Contractor service and installation technicians shall be technically proficient in both control systems and mechanical service.

PART 3 – HARDWARE

3.1 SYSTEM SERVER

- A. Map all new points to existing City of Idaho Falls Automated Logic Server.

3.2 FIELD HARDWARE

- A. BACnet
 - 1. The system shall be fully native BACnet at the time of installation. The system shall use BACnet as the native communication protocol between distributed controllers communicating on the controller network (i.e. Field Bus) and must, as a minimum, support the following Objects and Application Services (Conformance Class 3):

Objects > Binary Input Binary Output Binary Value Analog Input Analog Output Analog Value Calendar Schedules	Services > Readproperty Writeproperty I-Am I-Have ReadMultiple Property WriteMultiple Property Who-Has Who-Is
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- B. Distributed Control
 - 1. System shall observe the concept of distributed control. All modules shall have “stand alone” capability and shall maintain operator setpoints without connection to primary controllers or central station equipment. Modules shall be located at each operating equipment location such that individual systems or zones shall remain functional without communication to other systems on the network. Equipment operating logic, schedules and current trends shall reside in control modules serving each system. Use of global modules required to maintain programming, schedules or current trend data are not acceptable.
- C. Ethernet Gateway Routers
 - 1. System shall include an Ethernet Router/Gateway between the control module network and owners Ethernet. This gateway shall route BACnet communications between the control module network and the owners IP network. If the system is not to be connected to the customer’s Ethernet, the gateway shall be capable of connection via a web browser on the local host server.
- D. Control Modules
 - 1. Control module shall include required inputs and outputs to meet sequence of operation and points list. Digital outputs shall be dry contact

- relays and analog outputs shall be industry standard 0-10 vdc, 2-10 vdc or 4-20 milli-amp. Triac digital outputs are not acceptable.
- 2 Modules shall be fully programmable for maximum system flexibility. Application specific controllers are not acceptable.
- 3 All modules shall have battery backup capable of maintaining all programs, setpoints, schedules and trend information for a minimum of 7 days.
- 4 All schedules and current trends shall be maintained in the individual control modules. The modules shall be capable of maintaining sufficient trend samples to report 24 hours of trend history in 5-minute increments for each input or output.
- 5 Control Modules shall communicate via BACnet over either:
 - a. ARCnet at a speed of 156 kbaud
 - b. MS/TP at a speed of 76.8 kbaud
 - c. ARCnet systems shall also be capable of supporting slower MS/TP communications buss when required for interface to other BACnet devices.
- E. Temperature Sensors (analog)
 - 1 Wall mounted zone temperature sensor.
 - a. Zone sensors in primary occupied areas other than restrooms, hallways or storage rooms shall have setpoint adjustment to allow the occupants to raise or lower the setpoint within operator defined parameters. Additionally, sensors in these primary areas shall have a push button to return the system to normal occupancy setpoints for an operator defined period. Exception will be common areas.
 - b. Zone sensors for restrooms, hallways, storage rooms, gymnasiums, auditoriums and locker rooms shall be mounted on the back of an aluminum electrical box cover plate designed for zone sensing application.
 - c. Gymnasium sensors shall also include a key access override feature.
 - 2 All other temperature sensors shall be industry standard thermistor or 4-20 milli- amp.
 - 3 Minimum of two outside air sensors are required for each facility and software programmed to use the lower temperature of the two for any control logic that uses OAT.
 - 4 Immersion sensors shall be mounted in a blind well for future serviceability.
- F. AHU Freeze Protection Thermostats (binary)
 - 1 All Air Handling Units with outside air and Heating Water, Chilled Water, Condenser Water or Steam coils shall have a manual reset binary freeze protection thermostat installed downstream of each coil. Exceptions shall be made when water circuits are protected with glycol.
 - 2 Freeze protection thermostats shall be wired to directly open the control circuits for the fans. Control module outputs for freeze protection shall only be used for redundancy.
 - 3 An auxiliary switch on the freeze protection shall be wired to the AHU control module for alarming and additional control actions.
- G. Current Transformers
 - 1 Current transformers used for fan status on belt drive constant volume air handlers shall be adjustable type. These shall be calibrated to indicate fan failure on belt loss.
 - 2 Current transformers used for pump status on pumps larger than 1 horsepower shall be adjustable type. These shall be calibrated to indicate pump failure when the pump cavitates on flow loss.
 - 3 Current transformers used for fan status on variable frequency drives shall be analog type. Software should note max flow amperage. Equipment

- program will indicate fan loss if amp draw drops below 60% of max flow amperage and software requests drive speed above 50 hz.
- H. Pressure Sensors (analog)
 - 1 Duct pressure sensor used for control of variable air flow air handling units shall be located in the longest duct run approximately 2/3 of the total duct length from the AHU.
 - 2 Building pressure sensors used for control of outside or relief air shall have more than one OA pressure reference point to minimize wind effects. OA pressure pickup shall be protected against blockage by insects.
 - 3 Hydronic pressure sensors used for control of variable flow pumps shall be located across a unit without a two-way valve and pressure differential set 1.5 times the design pressure drop across that unit.
 - I. Hi Pressure Safety (binary)
 - 1 Variable air flow air handling units shall have a manual high static pressure safety located at the AHU outlet to provide safety shut down if pressure exceeds 5" for more than 30 seconds. Variable frequency drives should be programmed for soft start to prevent nuisance tripping on startup.
 - J. Valve and Damper Actuators
 - 1 Actuators shall be manufactured by **Belimo**.
 - 2 Torque shall be rated 20% above required load.
 - 3 Modulated actuator input shall be industry standard 0-10 vdc, 2-10 vdc, 4-20 milli- amp, floating motor (tri-state), or pulse width modulation. Two or three position operation is not acceptable for economizers, VAV dampers, multi-zone dampers, valves or any other application where modulated operation is specified.
 - 4 Damper actuators used on any damper where one side is exposed to outside air shall have spring return to close dampers upon loss of power.
 - 5 Valve actuators used on any Heating Water Valve shall have spring return to open valve upon loss of power.
 - 6 Valve actuators used on any Steam Valve shall have spring return to close valve on loss of power.
 - K. Dampers
 - 1 Any damper where one side is exposed to outside air shall have neoprene or vinyl-grip blade seals, stainless spring steel edge seals and a specified leakage rate of not more than 65 CFM/damper face area at 2" W.G. static pressure drop. Exception will be combustion intake dampers and air to air heat exchange relief dampers.
 - 2 When outside air intake dampers for economizers are furnished by ATC Contractor those dampers shall be opposed blade style.
 - 3 Individual damper blades shall not exceed 48".
 - L. Wire
 - 1 All wiring in open areas at heights below 12 feet must be run in conduit.
 - 2 Control wiring may be run open in accessible ceiling or under floor areas.
 - 3 Control wiring in non-accessible ceilings, walls or floors shall be in conduit.
 - 4 All wiring not in conduit or control cabinets shall be rated for plenum installation.
 - 5 Communication wiring shall be run in data cable tray whenever possible.

PART 4 – SOFTWARE

4.1 MULTIPLE OPERATING PLATFORMS

- A. The front end server software furnished as a part of the DDC system shall be

capable of operating on multiple operating systems such as Microsoft Windows, Linux or Sun Solaris.

4.2 GRAPHICAL PROGRAMMING

- A. The system shall be programmed using a graphical programming language for ease of operator understanding. Operating sequences and logic flow shall be assembled in a schematic format using visually descriptive micro-blocks or icons representing inputs, outputs and logical functions such as and/or logic, setpoints, switches, limits, relays, PIDs etc. The programming software shall be furnished within this scope of work.
- B. Full simulation capability shall also be provided with the graphic programming. User shall be able to fully simulate the constructed sequence on screen before the sequences are downloaded into the controllers. The system shall also include the ability to simulate multiple graphic programs communicating with each other on a simulated network.

4.3 GRAPHICAL INTERFACE SOFTWARE

- A. System and Equipment Graphics
 - 1. The operator's interface software shall be graphics based and display in 256 colors at a minimum 1024 x 768 pixel resolution. Graphics display screens shall include a system level graphic of either a map of facilities or an elevation of the building, a graphic of each building floor plan and graphics for each operating system or unit within each building. Entry to the zone and equipment level interface graphics shall be through area maps and/or floor plans to facilitate user orientation. Additionally, the system hierarchy shall be displayed in a fashion similar to Windows Explorer to enable the user to navigate to any graphical screen in the system by expanding building levels or floor levels and selecting a particular zone or system. Graphics shall be accessed by using a mouse or other pointer device. The system shall provide a visual indication of which building, floor and zone the user is accessing at any time. System shall be capable of changing all parameters and schedules, as well as downloading operating software from the same Graphical User Interface software program as that used for viewing system operation.
 - 2. Thermal graphic floor plans shall display each temperature zone in a color appropriate to current space temperature conditions. The system shall display in 8 separate colors the following conditions: High or low temperature alarm, temperature at setpoint, cooling call, heating call, more than 2° above setpoint, more than 2° below setpoint, unoccupied between setpoints and no communication. Floor plans shall also include color graphic indicators for non-zone-specific mechanical equipment operation showing On/Off and Alarm Conditions. Status indication colors shall be updated dynamically as conditions change.
 - 3. Mechanical equipment pictorial graphics shall be displayed by the use of point-and- shoot selection using a mouse or other pointer device. Graphics shall be provided for all mechanical equipment and devices controlled by the DDC system. These graphics shall provide a current status of all I/O points being controlled and applicable to each piece of equipment including analog readouts in appropriate engineering units at appropriate locations on the graphic representation.
- B. Software Graphic Programming Live User Interface

1. The system shall be able to display the graphic displays of system programming, operating logic and logic flow with real time conditions displayed at each input, output and logical function. This display will allow the operator to observe each step of a control logic process and facilitate system software troubleshooting. Operator shall have the ability to select any mirco-block in the graphical program to change parameters including the ability to lock values.

4.4 FACILITY MANAGEMENT AND ENERGY MANAGEMENT FUNCTIONS

A. Scheduling

1. For maximum flexibility, schedules shall reside in the local control modules.
2. Systems that rely on Central Control Modules for scheduling are not acceptable.
3. Schedules shall be at the zone level. Central plant or fan operations shall not be scheduled, rather they shall run based on requests from the zones that they serve.
4. The DDC system shall have the ability to schedule each individual zone, each building or floor or the entire network of buildings for any user with a single entry.
5. Additionally, the operator shall have the capability of assembling groups of zones, buildings or floors for single entry programming, e.g. several offices may be grouped for scheduling of Saturday operations.
6. Available schedule types shall include normal operation, unoccupied operation, setback override and holidays.
7. Dated schedules shall be self-managing and automatically delete after execution.

B. Demand Control

1. The system shall have the ability to receive an analog or digital input of electrical usage/demand through any open input on a general-purpose module. If demand control is implemented in the future, this capability shall not require any additional DDC hardware except the single input point and, when implemented, the digital or analog devices required to read electrical demand levels.
2. The system shall be capable of rotating greater or lower demand levels every 10 minutes to alternate zones throughout the facility to minimize long term setpoint offset.

C. Interactive Operations

1. The system shall have the ability to send run requests, heating requests and cooling requests from one module to another for the purpose of optimizing run operations of central plant equipment. Additionally, the system shall be capable of limiting operation of various equipment if another mechanical point elsewhere in the system allows that operation. e.g. a boiler loop circulating pump shall run only when requested by a zone requiring heating operation and will shut down during hours that zone demand is satisfied.

D. Enterprise Integration

1. The system shall be capable of exchanging web services (via XML/SOAP) information with other Enterprise servers for the purpose of optimizing system operation, e.g. obtaining NOAA Weather Service for optimizing night purge operation, or for the purpose of providing information to other Enterprise servers to optimize other building information systems, e.g. providing maintenance notifications to an Enterprise based facilities maintenance software.

2. The software to enable this interface shall be provided and fully operational within the scope of this project.
- E. Energy Reporting Tools
1. System shall include an easily configured energy reporting tool that provides the capabilities described in this section.
 - a. The energy reporting tool shall:
 - 1) be accessible through the same user interface (Web browser or operator workstation software) that is used to manage the BAS.
 - 2) be preconfigured by the Contractor to gather and store energy demand and consumption data from each energy source that provides metered data to the BAS. Meter data shall be stored at 5-minute intervals unless otherwise specified in the Sequence of Operation below. This data shall be maintained in an industry standard SQL database for a period of not less than five years.
 - 3) allow the operator to select an energy source and a time period of interest (day, week, month, year, or date range) and shall provide options to view the data in a table, line graph, bar graph, or pie chart.
 - 4) allow the operator to select two or more data sources and display a comparison of the energy used over this period in any of the listed graph formats, or to total the energy used by the selected sources and display that data in the supported formats.
 - 5) allow the operator to select an energy source and two time periods of interest (day, week, month, year, or date range) and display a graph that compares the energy use over the two time periods in any of the graph formats listed in the previous paragraph.
 - 6) allow the operator to select multiple energy sources and display a graph that compares the total energy used by these sources over the two time periods.
 - 7) allow the operator to easily generate the previously described graphs "on the fly," and shall provide an option to store the report format so the operator can select that format to regenerate the graph at a future date.
 - 8) allow the user to schedule these reports to run on a recurring basis using relative time periods, such as automatically generating a consumption report on the first Monday of each month showing consumption over the previous month.
 - b. System shall be capable of automatically generating reports that can be archived on the server in a common industry format such as Adobe PDF or Microsoft Excel. System shall be capable of e-mailing reports to a user editable list of recipients.
 - c. The energy reporting tool shall be capable of collecting and displaying data from the following types of meters:
 - 1) Electricity
 - 2) Gas
 - 3) Oil
 - 4) Steam
 - 5) Chilled Water
 - 6) Potable Water
 - 7) Heating and cooling degree days. (May be calculated from sensor data rather than metered.)
 - d. The system shall be capable of using kW (kWh) or Btu/hr (Btu), or multiples of these units, e.g. MWH, kBtu, as the units for demand and

consumption reports. All selected sources shall be automatically converted to the selected units. The user shall similarly have the option of entering facility area and occupancy hours and creating reports that are normalized on an area basis, an annual use basis, or an occupied hour basis.

- e Capability shall include the option of entering benchmark data for an individual facility or a group of facilities.
- f Capability shall include the option of displaying any or all of the following data on any chart, line, or bar graph generated by the energy reporting tool:
 - 1) Low/High/Average value of the metered value being displayed.
 - 2) Heating and/or Cooling Degree Days for the time period(s) being displayed.
 - 3) The Environmental Index for the facilities and time periods being displayed.

F. Environmental Index.

- 1. System shall monitor all occupied zones and compile an index that provides a numerical indication of the environmental comfort within the zone. As a minimum, this indication shall be based upon the deviation of the zone temperature from the heating or cooling setpoint. If humidity is being measured within the zone then the environmental index shall be adjusted to reflect a lower comfort level for high or low humidity levels. Similarly, if carbon dioxide levels are being measured as an indication of ventilation effectiveness then the environmental index shall be adjusted to indicate degraded comfort at high carbon dioxide levels. Other adjustments may be made to the environmental index based upon additional measurements. The system shall maintain a trend of the environmental index for each zone in the trend log. The system shall also compute an average comfort index for every building included in this contract and maintain trend logs of these building environmental indices. Similarly, the system shall compute the percentage of occupied time that comfortable conditions were maintained within the zones. Through the UI the user shall be able to add a weighting factor to adjust the contribution of each zone to the average index based upon the floor area of the zone, importance of the zone, or other static criteria.

G. Alarms, Trends and Reports

- 1. System and Temperature Alarms
 - a. The system shall have the capability of monitoring conditions throughout the system and sending alarms via text or messages to an e-mail address, local PC or printer or to remote PC's, printers or to dial-up pagers. Alarms and messages shall be able to be prioritized for various levels of reporting and action. The operator shall have the ability to customize alarm text and messages.
- 2. Trends
 - a. The system shall be capable of trending any input or output, or any logical point within an operating program, e.g. output of a PID. There shall be no limitation to the number of points that can be trended at any particular time. Modules shall store in live memory 288 trend samples points for each trended item. The interval between trend samples shall be adjustable from 1 second to 24 hours. Trends from one or more modules shall be able to be simultaneously displayed on a single trend graph. Operator shall be able to "window" any segment

of a trend to enlarge the view by dragging a mouse to form the "window". The system shall also have the ability of automatically downloading trend information from any module to the server or other computer connected to the network for historical trend storage. This trend information shall be able to be displayed on the trend graph along with live current trends in seamless fashion. Trend data collection requiring the use of a locally connected PC for data storage is unacceptable.

3. Reports

- a. The system shall be capable of generating reports of equipment run times, all trended points, temperature conditions, electric demand and usage, and alarms or messages. The system shall also have the ability of automatically downloading report information from any module to the server or other computer connected to the network. The operator shall have the ability to create custom report and logging formats.

PART 5 – SEQUENCES OF OPERATION

5.1 GENERAL

- A. The following sequences of operation shall be strictly observed. All temperature setpoints, static pressure setpoints, percentage of PID output trip points and reset ratios within this specification shall be changeable by operator using the operator software furnished with the system.

5.2 DISTRIBUTED CONTROL

- A. System shall observe the concept of distributed control. Modules shall be located at each operating equipment location such that individual systems or zones shall remain functional without communication to other systems on the network.

5.3 CENTRAL PLANT, PUMP AND FAN OPERATION

- A. Control of all central fan systems, chillers, boilers and pumping stations shall be based on run requests, heating requests or cooling requests from zone controls. Reset of supply air static pressure, supply air temperature, chilled water temperature and hot water temperature shall be based on zone temperature conditions and heating or cooling requests from zones.

5.4 SCHEDULING

- A. For maximum flexibility all occupancy schedules shall be stored in zone control modules. Central fans or pumps shall start when commanded from any associated zones that call for occupancy or for operation to meet setback heating or cooling requirements and shall not require separate scheduling unless required for the sequence of operation. Fans or pumps larger than 5 horsepower shall run for minimum of 30 minutes.

Scope of Responsibility for Various Control Tasks							
System	Item Number		Description	Furnished By	Installed By	Class II Control Wiring by	Class I Power Wiring by
DDC	1						
	-	a	ATC Routers	C	C	C ¹	E
	-	b	ATC Panels	C	C	C	E
	-	c	DDC Sensors- Temperature, pressure, flow etc	C	C	C	N/A
	-	d	Control relays, control transformers	C	C	C ^{2,3}	E
All HVAC	2						
	-	a	Automatic Control Dampers	C ⁴	A	N/A	N/A
	-	b	Damper actuators	C ⁵	A	C ⁵	E ⁶
	-	c	Automatic Control Valves	C ⁴	M	N/A	N/A
	-	d	Valve actuators	C ⁵	M	C ⁵	E ⁶
	-	e	VAV Box Controllers	C	C ⁷	C ⁷	N/A
	-	f	VAV Boxes	A	A	N/A	N/A
	-	g	Air Flow Rings for VAV	A	A	N/A	N/A
	-	h	Circuit Setters for Hydronic Systems	P	P	N/A	N/A
Unitary Equipment	3						
	-	a	Controllers	C	C	C	N/A
	-	b	DDC Sensors- Temperature, pressure, flow etc	C	C	C	N/A
	-	c	Control relays, control transformers	OEM	OEM	OEM	E
	-	d	Conduit to zone wall temperature sensor	E	E	N/A	N/A
Air Handling Units	4						
without Factory Internal DDC Controls	-	a	Controllers	C	C	C	E
	-	b	DDC Sensors- Temperature, pressure, flow etc	C	C	C	N/A
	-	c	Magnetic motor starters	E	E	C ²	E
	-	d	HOA Switch	E	E	N/A	E
	-	e	Disconnect switches, thermal overloads, manual operating switches	E	E	N/A	E
	-	f	Freeze protections thermostats	C	C	C	E
	-	g	Supply air and building static pressure controls and tubing to remote locations.	C	C	C	N/A
	-	h	High Static Pressure Safety switch and monitor w/Pilot Duty Relay for Line Voltage Break	C	C	C	E ¹²

	-	i	Refrigerant and heating controls and safeties	M	M	M	E
	-	j	VFD	A	E	C ⁸	E
Air Handling Units with Factory Internal Controls	5						
	-	a	Controllers	OEM	OEM	OEM	E
Note: Scope of Integration Responsibility in ATC Specification	-	b	Gateway if Required	OEM	OEM	M ¹ ₃	N/A
	-	c	Integration Wiring to ATC	C	C	C ³	N/A
	-	d	Magnetic motor starters-Factory Installed	OEM	OEM	OEM	E
	-	e	HOA-Factory Installed	OEM	OEM	OEM	E
	-	f	Disconnect switches, thermal overloads, manual operating switches-Factory Installed	OEM	OEM	OEM	E
	-	g	Freeze protections thermostats	C	C	C	E
	-	g	Supply air and building static pressure controls and tubing to remote locations.	OEM	A	A	N/A
	-	h	High Static Pressure Safety switch and monitor w/Pilot Duty Relay for	OEM	A	A	E ¹²

System	Item Number	Description	Furnished By	Installed By	Class II Control Wiring by	Class I Power Wiring by
A - Air Conditioning	Sheet Metal Contractor					
C - ATC Controls	Contractor					
E - Electrical	Contractor					
M - Mechancial	Contractor					
OEM - Original	Equipment Manufacturer					
P - Plumbing	Contractor					
S - Smoke Fire	Contractor					
<p>¹ Ethernet connection to Owner Intranet will be provided by data cabling contractor or owner.</p> <p>² ATC Contractor shall provide pilot duty relays where required to switch control circuit for larger Mag Starters or Contactors</p> <p>³ See note regarding transformers, relays etc for Unitary Equipment</p> <p>⁴ ATC Contractor shall provide all dampers and valves unless specified to be supplied with Equipment. Refer to specifications. When dampers and valves are supplied with equipment wiring shall be completed by OEM.</p> <p>⁵ Where damper or valve actuators are supplied with Equipment, mechanical contractors shall coordiate with ATC for required signal.</p> <p>⁶ Electrical contractor shall provide line voltage wiring for line voltage dampers and valves only.</p> <p>⁷ When specifications require VAV box controllers to be provided to OEM for factory installation control wiring shall be completed to all other devices installed at the factory, e.g. Sequencers for electric heat staging. ATC Contractor shall be responsible for Low Voltage power to VAV controllers.</p> <p>⁸ ATC requirement for control wiring to VFD is limited to any required connection to controllers provided by ATC contractor. Control wiring to any controllers furnished by other shall be provided under the scope of the contractor providing VFD.</p> <p>⁹ Where Sequences of Operation required alarming by ATC systems. Duct sensors furnished by the Smoke/Fire contractor shall include auxillary contacts for ATC connection.</p> <p>¹⁰ ATC control wiring to Smoke/Fire detectors is limited to connection required for alarming sequences in Sequences of Operation. Fan shutdown shall be hard wired connection by Electrical contractor to the mag starter.</p> <p>¹¹ Smoke/Fire contractor shall make a single point connection available at the central S/F panel for general alarm signal to ATC. Wiring to ATC system shall be responsibility of ATC contractor.</p> <p>¹² Electrical Contractor is responsible for wiring from pilot duty relay for hard wired shutdown of fan motor.</p> <p>¹³ Connections from OEM supplied controllers and gateways shall allow connection to ATC system without additional hardware. Wiring between OEM device and ATC system shall be responsibility of ATC Contractor.</p>						

SECTION 260500 – COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 GENERAL CONDITIONS AND DIVISION 01 APPLY TO THIS DIVISION.

1.2 DESCRIPTION

- A. Includes But Not Limited To -
 - 1. Provide labor, materials, and equipment necessary for completion of this Division as described in Contract Documents.

1.3 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies -
 - 1. NEC and local ordinances and regulations shall govern.
- B. Source Quality Control -
 - 1. Material and equipment provided shall be new, meet standards of NEMA or UL, and bear their label wherever standards have been established and label service is available.

1.4 PRIOR APPROVAL

- A. General:
 - 1. Catalog and manufacturer's numbers are for the purpose of establishing standards of quality and types of materials to be used. Products of other manufacturers may be used if equal in quality and design in the opinion of the Engineer and are specifically approved by the Engineer, in writing. All submittals for "or equal" approval shall be made no less than ten (10) days prior to close of bidding.
 - 2. Any conflict arising from the use of substituted equipment shall be the responsibility of the supplier of that equipment. The contractor and his supplier shall bear all costs required to make equipment comply with the intent of the plans and specifications.

1.5 SUBMITTALS

- A. Record Drawings:
 - 1. Provide as required by Division 01.
- B. Shop Drawings:
 - 1. Prepare submittal for each item of equipment and attach written approval to each indicating that Section 01 30 00 has been complied with and that shop drawings are correct.
 - 2. Dimensioned plans and sections or elevation layouts of electricity-metering equipment.
 - 3. Do not purchase equipment before completion of shop drawing review.
 - 4. Engineer will not review shop drawings before the contractor has reviewed the shop drawings. The contractor shall stamp all drawings with a statement that he has reviewed all shop drawings and that they conform to the intent of the drawings and specifications.
- C. Submittals shall contain:
 - 1. The first section of the manual shall contain:

- a. Names, addresses, and telephone numbers of Electrical Engineer, General Contractor, and any other contractors involved.
 2. Date of submission and dates of any previous submissions.
 3. Project title and number.
 4. Contract identification.
 5. The names of Contractor, Supplier, and Manufacturer.
 6. Identification of the product, with the Specification Section number.
 7. Field dimensions, clearly identified as such.
 8. Relation to adjacent or critical features of the Work or materials.
 9. Applicable standards, such as ASTM or Federal Specification numbers.
 10. Identification of deviations from Contract Documents.
 11. Identification of revisions on resubmittals.
 12. An 8"x3" space for Engineer's and Contractor's stamps.
 13. Contractor stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of the Contract Documents.
 14. Submittals shall be furnished on the following equipment:
 - a. Service Switchgear
 - b. Panelboards
 - c. Disconnect Switches
 - d. Motor Overload Switches
 - e. Circuit Breakers
 - f. Fuses
 - g. Overcurrent Protective Devices
 - h. Light Fixtures
 - i. Emergency Lighting Battery Systems
 - j. Switches
 - k. Receptacles
 - l. Fire Alarm System (Section 283100)
 - 1) Fire alarm control panel
 - 2) Auxiliary power supplies
 - 3) Annunciator panels
 - 4) Wireless communicators
 - 5) Ionization detectors
 - 6) Thermal detectors
 - 7) Manual fire alarm station
 - 8) Duct smoke detectors
 - 9) Audible/visual alarms
 - 10) Review drawings
 - 11) Patch panels
 - 12) Surface mount raceway
 - 13) Equipment racks and Management
 - 14) Miscellaneous equipment
 - 15) Test reports
 - 16) Review drawings
- D. O & M Manuals:
1. Provide 3 copies of O & M manual with data for all equipment furnished. Submittals shall be furnished on the following equipment:
 - a. Service Switchgear
 - b. Panelboards

- c. Disconnect Switches
- d. Motor Overload Switches
- e. Circuit Breakers
- f. Fuses
- g. Overcurrent Protective Devices
- h. Light Fixtures
- i. Emergency Lighting Battery Systems
- j. Switches
- k. Receptacles
- l. Fire Alarm System (Section 283100)
 - 1) Fire alarm control panel
 - 2) Auxiliary power supplies
 - 3) Annunciator panels
 - 4) Wireless communicators
 - 5) Ionization detectors
 - 6) Thermal detectors
 - 7) Manual fire alarm station
 - 8) Duct smoke detectors
 - 9) Audible/visual alarms
 - 10) Review drawings
 - 11) Patch panels
 - 12) Surface mount raceway
 - 13) Equipment racks and Management
 - 14) Miscellaneous equipment
 - 15) Test reports
 - 16) Review drawings
- 2. Provide one copy of contractor=s written warranty in each manual.

1.6 WORKMANSHIP

- A. All workmanship shall meet "NECA Standards of Installation".

1.7 FEES AND PERMITS

- A. All permits, fees and charges for inspections required by public authorities shall be paid for by the contractor.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. Where Manufacturer's names appear, other Manufacturers may be substituted upon obtaining written approval of Architect or Engineer at least 10 days prior to opening of bids.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Confirm dimensions, ratings, and specification of equipment to be installed and coordinate these with site dimensions and with other Sections.

3.2 EQUIPMENT IDENTIFICATION

- A. Properly identify panelboards, convertible circuit breakers in panelboards, motor disconnect switches, starters, other apparatus used for operation of, or control of, circuits, appliances or equipment by means of engraved laminated plastic descriptive nameplates mounted on apparatus using round head brass machine screws, pop rivets and contact cement. Cardholders in any form are not acceptable.
- B. All panelboards, switchboards, transformers, and motor control centers in mechanical areas shall have black and yellow warning tape installed on the floor three feet in front of equipment and along sides to identify 3 feet clearances in front of equipment.
- C. All pull boxes and splice boxes shall identify circuits that are inside pull and splice boxes. Label outside of box cover with black ink markers.
- D. Label inside of all switch plates and cover plates with panel and circuit numbers.
- E. Label all disconnect switches with circuit number and equipment served inside disconnect switch as well as outside of switch.

3.3 EQUIPMENT FINAL CLEANING

- A. At completion of project contractor shall clean all panels which includes vacuuming inside of each panel and wiping down all panels.
- B. Clean all light fixtures and lamps and remove all dirt, dust, fingerprints, packing etc.

3.4 FIELD QUALITY CONTROL

- A. Test systems in presence of Engineer and demonstrate equipment as working and operating properly. Rectify defects at no cost to Owner.

END OF SECTION 260500

SECTION 260503 – RACEWAYS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Includes But Not Limited To -
 - 1. Quality of material and installation procedures for all conduit and fittings used on Project, except as excluded below.
- B. Related Work Specified Elsewhere -
 - 1. See Sections relating to power, lighting, and sound systems for additional requirements.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. Conduit -
 - 1. 3/4 inch minimum on home runs unless indicated otherwise and use restricted as indicated by product.
 - 2. Galvanized rigid steel (Type RMC) -
 - a. May be used in all areas.
 - 3. Schedule 40 Polyvinyl Chloride (PVC) (Type RNC) 3/4 inch minimum -
 - a. May be used -
 - b. Underground.
 - c. In or below concrete.
 - 4. Liquid-tight flexible steel conduit (Type LFMC) -
 - a. Use in outdoor final connections to mechanical equipment, not to exceed 36 inches.
 - 5. Type MC cable shall not be used on this project
 - 6. NM cable shall not be used on this project.
- B. Fittings -
 - 1. Compression or set-screw steel housing type for EMT, flexible steel, and liquid-tight flexible steel conduits.
 - 2. PVC -
 - a. PVC fittings shall be PVC type. Use PVC adapters at all boxes.
 - b. Brush apply PVC cement.
 - c. All PVC components, (conduit, fittings, cement) shall be from same Manufacturer.
- C. Use of the following is prohibited on this project:
 - 1. Aluminum conduit.
 - 2. Electrical non-metallic tubing.
 - 3. EMT crimp-on, tap-on, indenter type fittings.
 - 4. Malleable iron or cast set-screw fittings.
 - 5. Spray (aerosol) PVC cement.
 - 6. PVC 90 degree bends.
 - 7. MC cable.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Conceal raceways within ceilings, walls and floors except where exposed raceways are specifically permitted. Exposed raceways are allowed on mezzanine level and fan rooms.
- B. Keep raceway runs a minimum distance of six inches from hot water pipes.
- C. Support conduit and boxes in an approved manner by -
 - 1. Expansion shields in concrete or solid masonry.
 - 2. Toggle bolts on hollow masonry units.
 - 3. Wood screws on wood.
 - 4. Metal screws on metal.
- D. Secure conduit with approved supports within three feet of every bend, outlet box, junction box, gutter, panel, fitting, etc. Do not space supports further apart than ten feet.
- E. Cap conduit ends during construction.
- F. Clean or replace conduits in which water or foreign matter have accumulated.
- G. Install grounding type insulated bushings on each end of conduit 1-1/4 inch and larger.
- H. Install grounding conductor in PVC conduit.
- I. Bending of PVC shall be by hot box bender and for PVC two inches in diameter and larger, expanding plugs.
- J. Install conduits into the bottom of panels with adequate space between all conduits to install locknuts and bushings.
- K. The following are prohibited -
 - 1. Use of wooden plugs inserted in concrete or masonry units as base for fastening conduits, tubing, boxes, cabinets, or other equipment.
 - 2. Installation of conduit or tubing which has been crushed or deformed.
 - 3. Torches for bending PVC conduit.
- L. All 90 degree bends in power and communications conduit systems shall be rigid steel conduit. No PVC 90 degree bends from floor slab up to first outlet box allowed.
- M. Run two 3/4 inch spare conduits from each panel to ceiling access area and cap so no foreign matter will enter conduit while not in use.
- N. Run conduit in concrete slabs under but encased in slab. Conduits shall have outside diameter less than 1/3 slab thickness. See Division 03 for additional conduit emplacement requirements.

END OF SECTION 260503

SECTION 26 05 05

MOUNTING HEIGHTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification sections, apply to work of this section.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Unless otherwise indicated, mount center of outlets or boxes at following heights above finish floor-

Receptacles	18"
Telephones (desk type)	18"
Telephones (wall type)	5' 10"
Computer Outlet	18"
Switches	4' 0" to top
Wall-Mounted Exit Lights	7' 6" or as shown
Wall-Mounted Emergency Lights	7' 6" or as shown
Thermostats	4' 8" to top
Distribution Panels	6' 0" to top
Condensing Unit Disconnects	5' 0" or even with top of unit
Motor Disconnects	5' 0" to top
Telephone Board	8' 6" to top
TV Outlet	8' 0" to top
Paging System	
Volume Controls	4' 0" to top
Wall Speakers	7' 6" to top where shown
Pushbutton	4' 0"
Fire Alarm System	
Manual Pull Station	4' 0"
Alarm Devices	7' 0"
Other Equipment	As shown on drawings

- B. Refer special conditions to Architect and locate outlet under his direction.

END OF SECTION

SECTION 26 05 19

LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Includes But Not Limited To -
 - 1. All conductors as required to complete project.
 - 2. Cables for data systems and telephone system are to be installed by structured cabling contractor.
 - 3. Cables for CCTV systems.
 - 4. Cables for fire alarm system.
 - 5. Cables for sound/intercom systems.
 - 6. Cables for digital security and access control system.
- B. Related Work Specified Elsewhere -
 - 1. Conductors for temperature control system.
 - 2. See Sections relating to data systems, CCTV, fire alarm system, sound/intercom systems, and digital and security access control system for additional requirements.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. Conductors -
 - 1. Copper except where aluminum is allowed to be used.
 - 2. Minimum size shall be No. 12 except where specified otherwise.
 - 3. Conductor size No. 8 and larger shall be stranded.
- B. Aluminum conductors may be used for service and feeder conductors unless otherwise indicated on the plans and specifications. Conductors shall bear the UL marking. Aluminum conductor installation shall meet the following requirements:
 - 1. Aluminum conductor size shall be determined in accordance with the NEC ampacity tables. Aluminum conductor size shall meet the same intent of the design in terms of ampacity and voltage drop as the copper conductors specified for services and feeders. Conduits shall be sized in accordance with the aluminum wire size selected.
 - 2. Splices and terminals shall be made in an approved manner with connectors specially designed and approved for use with aluminum conductors.
 - 3. All conductor ends shall be stripped of insulation being careful to avoid nicking the metal. Approved types of oxide-inhibiting compounds containing abrasive conducting particles shall be applied to the conductor and shall thoroughly penetrate spaces between strands.
 - 4. At lugs in all panels a terminating adaptor shall be installed. Adaptor shall be a Burndy "Hyplug" or equal.
 - 5. Where bolted, pressure-type connectors are used, they shall be of a type specially designed and approved for use with aluminum conductors. They shall be of exact size to fit the conductors and shall be drawn up tight to manufacturer's recommendations.

6. Where high-compression-type connectors are used, they shall be of a type specially designed and approved for use with aluminum conductors. They shall be of exact size to fit the conductors and shall be drawn up tight to manufacturer's recommendations.
 7. Where connections are made between aluminum and copper (two dissimilar metals), provision shall be made to prevent electrolytic action, and all connectors used for this purpose shall be approved.
 8. Conductor size shall be determined in accordance with NEC ampacity tables and shall meet the intent in terms of ampacity and voltage drop.
- C. Insulation -
1. Local codes shall apply.
 2. Conductor size No. 10 and smaller -
 - a. Type THWN/THHN. Branch circuit conductors which run through ballast compartments of lighting fixtures shall be code approved for such use.
 3. Conductor Size No. 8 and larger - Type THWN/THHN or XHHW.
- D. Steel spring wire connectors or pressure type terminal lugs as specified.
1. Connectors shall only be used as specified by manufacturer.
 2. Spring type pressure connectors such as "Scotchlock," shall be used for splicing No. 8 and smaller.
 3. Splitbolt and/or lug type connectors such as "Burndy," shall be used for splicing No. 6 and larger.
 4. Crimp on spade or ring tongue lug connectors for connection to terminal boards such as Thomas & Betts, "Sta-Kon," shall be used.

PART 3 - EXECUTION

3.1 PERFORMANCE

- A. Install conductors in raceway unless indicated otherwise.
- B. Pulling Conductors -
1. Do not pull conductors into conduit until raceway system is complete and cabinets and outlet boxes are free of foreign matter and moisture.
 2. Do not use heavy mechanical means for pulling conductors.
 3. Only wire pulling lubricant may be used.
- C. Conductors shall be routed in panels in a neat and orderly manner with adequate wiring length to route to all breakers. Wiring shall be routed with 90 degree bends into circuit breakers and shall be tied at points to keep wiring neatly dressed.
- D. Conductors shall be continuous from outlet to outlet.
- E. Make splices for conductors No. 8 and smaller with steel spring wire connections. Splice larger conductors with pressure type terminal lugs.
- F. Route circuits at own discretion, however, circuit numbers shall be according to drawings.
- G. All circuits shall have a separate dedicated neutral installed.
- H. Run conductors of same circuit in same conduit.

I. Run conductors of different voltage system in separate conduits.

J. Color code conductors as follows -

		<u>208/120V</u>	<u>480/277V</u>	<u>240/120V</u>
		Three	Three Phase	Single Phase
		Phase		
1.	Phase A -	Black	Brown	Black
2.	Phase B -	Red	Orange	Red
3.	Phase C -	Blue	Yellow	--
4.	Neutral -	White	Gray	White
5.	Ground -	Green	Green / yellow stripe	Green

END OF SECTION

SECTION 26 05 26

GROUNDING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Includes But Not Limited To -
 - 1. Provide grounding for entire electrical installation as shown below and described in Contract Documents.
 - a. Electrical service, its equipment and enclosures.
 - b. Neutral or identified conductor of interior wiring system.
 - c. Main panelboard, power and lighting panelboards.
 - d. Conduits and other conductor enclosures.
 - e. Non-current-carrying metal parts of fixed equipment such as motors, starter, and controller cabinets, instrument cases, and lighting fixtures.
 - f. Paging/Intercom system - See Section 27 51 23.
 - g. Data system.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. Size materials as shown on Drawings and in accordance with applicable codes.
- B. Ground wires No. 6 and smaller shall have green insulation. Ground wires No. 4 and larger shall be bare or shall have green tape at conductor connections.
- C. Ground rods shall be 5/8" x 8' copperweld.
- D. Make grounding conductor connections to ground rods and water pipes using approved bolted clamps of bronze or brass designed for such use.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Grounding connection to main water supply shall be accessible for inspection and made within 6 inches of point of entrance to building or ahead of dielectric, if used, on meter side.
- B. Connect No. 4 copper wire to 20 foot of No. 2 rebar in footing (UFER Ground) and bond to service ground.
- C. Install building main bonding bus bar adjacent to Panel M main switch board. Bond and grounded sources to main bonding bus bar. Main bonding bus bar shall be Harger Lighting protections system Model GBI14416J or equal
- D. Install additional ground rods as required by applicable codes and as indicated on Drawings.

- E. Ground identified grounded (neutral) conductor of electrical system on supply side of main service disconnect.
- F. Pull ground conductors in non-metallic raceways and in flexible steel conduit exceeding 6 feet long. Use same size ground as phase conductors up through #10 AWG. Use NEC Table 250-122 for all others unless noted otherwise on Drawings.

END OF SECTION

SECTION 26 05 34

OUTLET BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Includes But Not Limited To -
 - 1. Furnish and install outlet boxes at outlet locations described in Contract Documents.

1.2 JOB CONDITIONS

- A. Coordination -
 - 1. Coordinate location of outlets which are intended to be above or adjacent to millwork.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. Outlet Boxes -
 - 1. Galvanized steel and correct size and shape.
 - 2. Provide metal supports and other accessories for installation of each box.
 - 3. Equip ceiling and bracket fixture boxes with fixture studs where required.
 - 4. Equip outlets with extensions as required to bring box flush with finish surface.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Boxes shall be readily accessible and installed with approved cover.
- B. Sectional boxes shall not be used in concrete.
- C. Locate boxes so outlets are not obstructed by pipes, ducts, or other items.
- D. Install outlets flush or not more than 1/4 inch behind finished surface and level and plumb.
- E. Boxes for switches shall generally be located within six inches of door jamb.
- F. Properly center single outlets in each room. Where two or more outlets occur, space them uniformly and in straight lines with each other.
- G. All outlets on J-Boxes not used shall have blank covers installed.

END OF SECTION

SECTION 26 05 73

OVERCURRENT PROTECTIVE DEVICES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Includes But Not Limited To -
 - 1. Extent of overcurrent protective device work is indicated by project plans and schedules. Overcurrent protective devices specified herein are for installation as individual components in separate enclosures; and for installation as integral components of switchboards and panelboards. See Section 26 24 16, Panelboards.
 - 2. Types of overcurrent protective devices in this section include the following for operation at 600 volts and below:
 - a. Molded case circuit breakers.

1.2 QUALITY ASSURANCE

- A. Comply with NEC requirements and NEMA and ANSI standards as applicable to construction and installation of overcurrent protective devices.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with requirements, provide products of one of the following main and branch device manufacturer must be same as panelboard and/or switchboard manufacturer):
 - 1. Cutler Hammer
 - 2. General Electric
 - 3. Siemens
 - 4. Square D

2.2 MOLDED CASE CIRCUIT BREAKERS

- A. Provide factory-assembled, molded case circuit breakers for power distribution panelboards and switchboards; and for individual mounting, as indicated. Provide breakers for amperage voltage, and RMS interrupting rating shown, with permanent thermal trip and adjustable instantaneous magnetic trip in each pole. Construct with overcenter, trip free toggle type operating mechanisms with quick-make, quick-break action and positive handle indication. Construct breakers for mounting and operating in any physical position and in ambient temperature of 40 degrees C. Provide with mechanical screw type removable connector lugs, AL/CU rated.

2.3 MAINTENANCE STOCK, FUSES

- A. For types and ratings required, furnish additional fuses, amounting to one unit for every 5 installed units, but not less than two units of each size and type. Provide and install a spare fuse cabinet in the main electrical room to hold these spares fuses.

PART 3 - EXECUTION

3.1 INSTALLATION OF OVERCURRENT PROTECTIVE DEVICES

- A. Install overcurrent protective devices as indicated, in accordance with the manufacturer's written instructions and with recognized industry practices to ensure that protective devices comply with requirements. Comply with NEC and NEMA standards for installation of overcurrent protective devices.
- B. Coordinate with other work as necessary to interface installation of overcurrent protective devices with other work.
- C. Set field-adjustable circuit breakers for trip settings as indicated, subsequent to installation of devices.
- D. Install fuses in overcurrent protective devices.
- E. Field test all ground fault protective devices for proper operation; test to be performed by representative of the manufacturer. Include verification of complete time current trip characteristics.

3.2 FIELD QUALITY CONTROL

- A. Prior to energization of overcurrent protective devices, test devices for continuity of circuitry and for short-circuits. Correct malfunctioning units, and then demonstrate compliance with requirements.

END OF SECTION

SECTION 26 24 16

PANELBOARDS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Includes But Not Limited To -
 - 1. Furnish and install panelboards as described in Contract Documents.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. Main panelboard -
 - 1. Switch and fuse type.
 - 2. Minimum interrupting capacity of 100,000 amperes or as shown otherwise.
 - 3. Quality Standard - Square D QMB (14 inch depth maximum).
 - 4. Ground bus bonded to cabinet.
 - 5. Hinged door cover.
- B. Sub-Panelboard -
 - 1. Circuit breakers of type and size shown on Drawings. Multi-pole breakers shall be common trip.
 - 2. Minimum interrupting capacity of 10,000 amperes or as shown otherwise.
 - 3. Bussing arranged as required.
 - 4. Bolt-on type circuit breakers.
 - 5. Ground bus bonded to cabinet.
 - 6. Copper bussing.
 - 7. Quality Standard - Square D "NQOD".
 - 8. Hinged door cover.
- C. Panelboard Cabinets -
 - 1. Mono-flat (no screws) for flush or surface mounting as indicated with locking doors with card index holders and three keys.
 - 2. Key locks alike.
- D. Approved Manufacturers -
 - 1. Cutler Hammer
 - 2. General Electric
 - 3. Square D
 - 4. ITE Imperial

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Identify panelboards with black laminated plastic name plates with white 1/8 inch engraved letters. Attach with screws.

- B. Provide typewritten circuit schedules in panelboard to identify panelboard and each branch breaker.
- C. All panelboards shall have hinged door covers.
- D. At completion of project contractor shall clean all panels which includes vacuuming inside of panel and wiping down all panels.

END OF SECTION

SECTION 26 27 26

WIRE DEVICES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Includes But Not Limited To -
1. Furnish and install wiring devices complete with plates as described in Contract Documents.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. Switches & Receptacles -
1. Switches and receptacles listed are 15 ampere and switches are single pole. Where three-way, four-way, two pole, or higher ampere switches are required, they shall be of same series as those listed. Devices of a similar type shall be of same Manufacturer.
 2. Device color shall be white
 3. Approved Manufacturers for Switches -

		<u>15A Switches</u>	<u>20A Switches</u>	<u>20A Key Switches</u>
a.	Cooper Wiring Devices	1201W	1221W	AH1191N
b.	Hubbell	HBL1201W	HBL1221W	HBL1221W
c.	Leviton	1201W	1202W	1221-2W
d.	Pass & Seymour	15AC-1W	20AC-1W	PS20AC1WL

4. Approved Manufacturers for Receptacles -

		<u>15A Recept</u>	<u>20A Recept</u>	<u>15A GFCI Recept</u>	<u>15A Surge Protected</u>
a.	Cooper Wiring Devices	5262W	5362W	GF15A/XGF15A	5250/1208W
b.	Hubbell	5262W	5362W	GF5262W	5262WS
c.	Leviton	5262W	5362W	6598-W	
d.	Pass & Seymour	5262W	5362W	1597-W	

5. Approved manufacturers for tamper resistant, weather resistant GFCI receptacles:

		15A GFCI <u>Tamper/Weather</u> <u>Resistant</u>	20A GFCI <u>Tamper/Weather</u> <u>Resistant</u>
a.	Cooper Wiring Devices	TWRVGF15W	TWRVG20W
b.	Hubbell	GFTR15W	GFTR20W
c.	Leviton	W7599-TW	W7899-TW
d.	Pass & Seymour	1597TRWRW	2097TRWRW

6. Approved manufacturers for USB receptacles:

	20A GFCI <u>Tamper/Weather</u> <u>Resistant</u>
a. Hubbell	USB20X2
b. Leviton	T5832
c. Pass & Seymour	TR5362USB
7. Approved Manufacturers for occupancy sensors:
 - a. See drawings
 - b. Or approved equal
- B. In Use Weatherproof Covers -
 1. Approved Manufacturer -
 - a. TayMac MX3200 Extra Heavy Duty
 - b. Intermatic WP3110MXD, WP1030MXD, WP1010MXD, WP1010HMXD
 - c. Engineer approved equal
- C. Plates -
 1. Plate color shall match device color.
 2. Gang switches shall have gang plates.
 3. Label inside of all switch plates and cover plates with panel and circuit numbers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install wire connections and connecting devices as indicated, in accordance with the manufacturer's written instructions and with recognized industry practices to ensure that the devices comply with requirements. Comply with NEC and NEMA standards for installation of wire connections and connecting devices.
- B. Coordinate with other work as necessary.

END OF SECTION

SECTION 26 28 16

ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Includes But Not Limited To -
 - 1. Furnish and install disconnects as described in Contract Documents.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. Heavy duty quick-make, quick-break type, fused or nonfused safety switch with visible knife blade as shown on the drawings.
- B. Motor circuit disconnects shall be horsepower rated.
- C. Enclosures shall be NEMA Type 1 or, where indicated as weatherproof, NEMA Type 3R.
- D. Approved Manufacturers:
 - 1. Cutler Hammer
 - 2. General Electric
 - 3. Siemens
 - 4. Square D

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Identify all disconnect switch nameplates with panel, circuit number and device served. Nameplates shall be black laminated plastic with 1/8 inch white engraved letters. Attach with screws.

END OF SECTION

Memorandum

File #: 21-278**City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director**DATE:** Wednesday, October 6, 2021**DEPARTMENT:** Public Works

Subject

Iona Bonneville Sewer District (IBSD) - Request for Sewer Service Area Expansion

Council Action Desired

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

Approval of request to expand the Sewer Service Area for IBSD or take other action deemed appropriate.

Description, Background Information & Purpose

Public Works is in receipt of a request from the IBSD to increase the District's sewer service area boundary by 78.881 acres. The proposed expansion area is for inclusion of property located generally east of State Highway 43 and North of US Highway 26 as depicted in the attached exhibit.

Section 8 of the Cooperative Agreement for Sewage Collection and Treatment between Idaho Falls and the District requires that enlargements to the sewer service area be approved by the City of Idaho Falls. The City had previously requested that the District not expand its sewer service area unless alternative means were secured for sewage to reach the Wastewater Treatment Plant. Currently, the Sunnyside Sanitary Sewer Trunk line carries all flow from the District to the Plant. The District did reduce its service area in response to our request and is approximately 197.15 acres smaller than when originally requested by the City. The District's sewer service area would still be approximately 119.27 acres smaller than it was in 2016, if this request is approved.

Alignment with City & Department Planning Objectives





This request is in conformance with community-oriented results of well-planned growth and development and environmental sustainability.

Interdepartmental Coordination

N/A

Fiscal Impact

Expansion of the sewer service area will have no out of pocket expense to the city.

Legal Review

N/A

Exhibit A

September 24, 2021

1" = 500'



**Proposed IBSD Service
Area Addition
78.881 Acres**

N Yellowstone Hwy

**Existing IBSD
Service Area**

Freedom Dr

Bate St

Lena Ave

Wildrose Ave

Rammell Rd

Ririe Hwy

Memorandum

File #: 21-279

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, October 6, 2021
DEPARTMENT: Public Works

Subject

Change Order 1 - Thermoplastic Citywide - 2021

Council Action Desired

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

Approval of change order and authorization for Mayor to sign the necessary documents or take other action as necessary.

Description, Background Information & Purpose

Seal coating within the Downtown was completed as part of the City's street maintenance program. The seal coating created the need to replace cross walks, stop bars and other pavement markings, which were not included within the original Thermoplastic Citywide - 2021 project bid schedule.

This change order was established to document and provide payment for the additional 7,614.4 square feet of thermoplastic placed for the original bid price of \$7.18/square foot, totaling \$54,671.39. The change order constitutes a 66% increase to the original bid cost of \$82,483.84.

Alignment with City & Department Planning Objectives



This request is in conformance with community-oriented result of reliable public infrastructure and transportation by replacing various pavement markings in the Downtown following the application of a seal

coat.

Interdepartmental Coordination

N/A

Fiscal Impact

The cost associated with this change order will be paid for out of the Street Fund. Sufficient funding and budget authority exist to process the change order.

Legal Review

The Legal Department has reviewed the change order.

CITY OF IDAHO FALLS
ENGINEERING DEPARTMENT

Contract Change Justification

Project: Thermoplastics Citywide
Project No: TRF-2021-02
Date: **September 14, 2021**
Requested By:

Change Order No: 1
Page Number: 1

It was determined to add additional seal coating in the downtown area, with the additional seal coating. Old thermo needed to be removed and the new installed. An additional 7,614.4 sf needed to be added to contract at the unit price of \$7.18 sf for a total of \$54,671.39.

<u>Submitted</u>		<u>Recommended</u>	
By: <u>GARY [Signature]</u>	By: <u>[Signature]</u>		
Name	Name		
<u>Construction Tech, Chief</u>	Kent J. Fugal, P.E., PTOE		
Title	City Engineer		
<u>9-29-21</u>	<u>10/6/2021</u>		
Date	Date		

CITY OF IDAHO FALLS
ENGINEERING DEPARTMENT

Contract Change Order

Project: Thermoplastics Citywide
Project No: TRF-2021-02
Date: **September 14, 2021**

Change Order No: 1
Page Number: 2

To: Falls Striping, LLC

You are directed to perform the following changes or additional work, which were not included in the plans and specifications of your Contract.

Contract Time Adjustment: 0 Calendar Days
New Contract Completion Date: 0
Contract Amount Prior to Change Order: **\$82,483.84**
Total Estimated Increase in Contract Amount: **\$54,671.39**
New Contract Amount: **\$137,155.23**
Contract Change (%) this change order only: 66%
Contract Change (%) cumulative as of this change order: 66%

We, the undersigned Contractor, agree that if this proposal is approved, we will perform the work detailed above and accept payment at the prices shown for the respective items, in accordance with the terms of the original contract or as herein provided.

Contractor Acceptance

By: Falls Striping, LLC 9/30/21
Contractor Date
By: [Signature] Owner
Signature Title

Approved for City of Idaho Falls

Date

Mayor

Public Works Admin

Memorandum

File #: 21-280

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, October 6, 2021
DEPARTMENT: Public Works

Subject

Change Order 2 - Pop Kroll Street Improvement Utility Plans

Council Action Desired

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

Approval of the change order and authorization for Mayor to sign the necessary documents or take other action as necessary.

Description, Background Information & Purpose

This is the second change order for this project. The first change order was executed by staff and established additional payment for removal and replacement of unsuitable material encountered during excavation. The cost of change order 1 amounted to \$20,985.00 and was a 16% increase to the original bid of \$128,558.30.

Change order 2 addresses a waterline adjustment needed due to road grade elevation changes. Work associated with this change order included the water line elevation adjustment, additional rock excavation and removal and replacement of unsuitable material to accomplish this work. The total cost associated with change order 2 amounts to \$29,665.00.

Alignment with City & Department Planning Objectives



This request is in conformance with community-oriented result of reliable public infrastructure by ensuring the

water line is accessible with regular equipment following street construction.

Interdepartmental Coordination

Interdepartmental coordination has been conducted as necessary for this project.

Fiscal Impact

The cost associated with this change order will be paid for out of the Water Fund. Sufficient funding and budget authority exist to process the change order.

Legal Review

The Legal Department has reviewed the change order.

CITY OF IDAHO FALLS
ENGINEERING DEPARTMENT

Contract Change Justification

Project: Pop Kroll Improvements - Utilities

Change Order No: 2

Project No: 2-38-08-3-STR-2018-34

Page Number: 1

Date: 7/20/2021

Requested By: Gary Olson

This change order addresses a waterline adjustment due to road grade changes, rock excavation for the line adjustment, and removal of unsuitable material encountered in the roadway grade.

<u>Submitted</u>		<u>Recommended</u>	
By: <u>Gary Olson</u>		By: <u>Kent J. Fugal</u>	
Name		Kent J. Fugal, P.E., PTOE	
<u>Construction Inspr Chief</u>		City Engineer	
Title			
<u>10-6-21</u>		<u>10/6/2021</u>	
Date		Date	

CITY OF IDAHO FALLS
ENGINEERING DEPARTMENT

Contract Change Order

Project: Pop Kroll Improvements - Utilities
Project No: 2-38-08-3-STR-2018-34
Date: 7/20/2021

Change Order No: 2
Page Number: 2

To: 3H Construction LLC

You are directed to perform the following changes or additional work, which were not included in the plans and specifications of your Contract.

The following is a breakdown of the price changes and work performed

Equipment and tools	\$13,465.00
Rock excavation, \$80 for 10 LF	\$800.00
Trucks, removal of garbage and replacement with pitrun	\$6,500.00
Thrust Blocks	\$800.00
Hydro and bacteria test	\$400.00
Labor	\$7,700.00
Total	\$29,665.00

Contract Time Adjustment: 0 Calendar Days

New Contract Completion Date: No Change

Contract Amount Prior to Change Order: \$149,543.30

Total Estimated Increase (Decrease) in Contract Amount: \$29,665.00

New Contract Amount: \$179,208.30

We, the undersigned Contractor, agree that if this proposal is approved, we will perform the work detailed above and accept payment at the prices shown for the respective items, in accordance with the terms of the original contract or as herein provided.

Contractor Acceptance

By: 3H Construction
Contractor

7/30/21
Date

By: Reed Hill
Signature

Operations Manager
Title

Approved for City of Idaho Falls

Date

Mayor

Attest, City Clerk

Memorandum

File #: 21-281

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, October 6, 2021
DEPARTMENT: Public Works

Subject

Memorandum of Agreement (MOA) between the Idaho Transportation (ITD), City of Idaho Falls, Bonneville Metropolitan Planning Organization (BMPO), and Greater Idaho Falls Transit (GIFT) for a Transit Pilot Project.

Council Action Desired

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

Approval of the MOA establishing the roles and responsibilities for the GIFT pilot project or take other action deemed appropriate.

Description, Background Information & Purpose

Attached for consideration is a MOA establishing the roles and responsibilities for the GIFT pilot project. The Idaho Transportation Department has secured Federal Fiscal Year 2020 Section 5307 CARES Act funds apportioned to the Idaho Falls urbanized area in the amount of \$4,191,157.

The funds will provide for securing a turnkey microtransit service to operate within Idaho Falls. Funds will be used to hire a Transit Coordinator, support operating and capital expenses and purchase of turnkey microtransit services. These funds require no local match and are intended to operate the pilot project for a period of two-years. Exhibit A, attached to the MOA, provides additional information regarding the project including the Scope of Work.

Alignment with City & Department Planning Objectives





This request is in conformance with community-oriented results of a livable community and reliable public transportation.

Interdepartmental Coordination

Interdepartmental coordination will be conducted as required to ensure a successful pilot project.

Fiscal Impact

This pilot project is federally funded and requires no financial contribution by the City.

Legal Review

The Legal Department has reviewed the MOA.

Agreement Number:
MEMORANDUM OF AGREEMENT
Between
THE IDAHO TRANSPORTATION DEPARTMENT
And
CITY OF IDAHO FALLS
And
BONNEVILLE METROPOLITAN PLANNING ORGANIZATION
And
GREATER IDAHO FALLS TRANSIT

PURPOSE:

This Memorandum of Agreement (MOA) establishes the roles and responsibilities for the Greater Idaho Falls Transit Service (GIFT) pilot project, herein identified as GIFT Pilot Project (the "Project"), between the Idaho Transportation Department (ITD), having offices at 3311 W. State Street, Boise, ID 83703, The City of Idaho Falls, whose address is 308 Constitution Way, Idaho Falls, ID 83402, the Bonneville Metropolitan Planning Organization (BMPO) whose address is 545 Shoup Ave. #257, Idaho Falls, ID 83402, and Greater Idaho Falls Transit (GIFT) whose address is 1810 W Broadway St. Idaho Falls, Idaho 83402. Each party may be referred to, individually, hereinafter as a "Party," or, collectively, hereinafter, as "Parties."

The Project objectives, tasks, deliverables, schedule and budget are included in the Scope of Project (Exhibit A), incorporated in this MOA by reference. In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This MOA
2. Scope of Project (Exhibit A)

AUTHORITY:

Authority for this MOA is pursuant to all applicable Idaho laws, including but not limited to Idaho Code Sections 67-2326 through 67-2333 and 67-2339, respectively. All parties to this MOA acknowledge and confirm they have proper authority to execute this MOA pursuant to applicable State law of their respective institutions.

RESPONSIBILITIES AND PROCEDURES:

The parties to this MOA agree as follows:

This MOA establishes a partnership between all parties in the implementation and operation of the Project. While some of the responsibilities listed below will require contribution from all parties, the roles

and responsibilities listed will identify the primary party responsible, and the party with ultimate decision-making ability.

As the project will be funded with FTA Section 5307 Coronavirus Aid, Relief, and Economic Security (CARES) Act funds, ITD and the City of Idaho Falls will remain the ONLY parties with fiscal responsibility throughout the duration of this Project.

ITD Responsibilities:

ITD will apply for, and program the FTA Section 5307 CARES Act grant award.

ITD will remain the direct recipient of the FTA 5307 CARES Act funds, and provide appropriate support and oversight.

City of Idaho Falls Responsibilities:

City of Idaho Falls will hire, and employ a Transit Coordinator responsible for the direct oversight and management of the contract for transit services. All personnel decisions, including interviewing and hiring, will be made considering the recommendations of all Parties and must be mutually agreed upon by both the City of Idaho Falls and ITD. Funding for the Transit Coordinator position will be reimbursed to the City of Idaho Falls for the 5307 CARES Act Grant award on a monthly basis. These funds are reimbursed at a 100% federal rate through the duration of the Project.

City of Idaho Falls will solicit an RFP for a “turnkey” transit service contract.

City of Idaho Falls will manage the awarded transit service contract and incur all applicable expenses associated with the contract. The 5307 CARES Act grant award will be disbursed to the City of Idaho Falls on an expense reimbursement basis. These funds have a 100% federal rate.

The City of Idaho Falls Transit Coordinator will be responsible for seeking out and establishing public-private partnerships to establish a foundation for fiscal sustainability of the project past the pilot period.

BMPO Responsibilities:

BMPO staff will participate in efforts that support a pilot project that potentially restores public transit to the Idaho Falls area. These efforts include coordinating planning and programming processes and if needed sharing public transportation data, information and other pertinent resources.

GIFT Board Responsibilities:

The GIFT Board will act in an advisory capacity and will be granted monthly updates about the project by all parties throughout the first year of implementation. After the first year, updates will be required quarterly.

The GIFT Board will convene public hearings regarding transit, as required under federal transit law.

The GIFT Board will consider and advise on matters such as fares, performance measures, and other customer-facing policies surrounding the project.

The GIFT Board will be the entity to which customer service complaints and claims are elevated in the event that they are not resolved by vendor or City of Idaho Falls staff.

PROJECT COST:

The total Project costs will not exceed the allocation of Section 5307 CARES Act funds for the Idaho Falls Urbanized area of \$4,191,157. ITD will reimburse the City of Idaho Falls for actual costs associated with managing the transit service contract, in accordance with provisions in the funding agreement entered by ITD and the City of Idaho Falls.

EFFECTIVE DATE:

This Project will encompass a twenty-four (24) month period, beginning on the FTA award date of funds and execution of this MOA. The Parties may elect to enter into a new written agreement or a separate amendment of this Project Schedule in accordance with the remaining terms and conditions of this MOA to account for any work performed on the project after the twenty-four (24) month period.

DOCUMENT STORAGE, PRESERVATION AND RETRIEVAL:

All documents, data, files, posts, training materials, manuals and courseware, etc. pertaining to the project shall be stored and preserved by all Parties for a period of at least three (3) years following completion of the Project.

MISCELLANEOUS PROVISIONS:

A. Changes in Responsibilities

ITD's Project Manager must provide written order or written approval for all and any changes in responsibilities noted in this MOA. All Parties shall reach a mutual agreement by negotiation to any and all adjustments in responsibilities. During such negotiations, ITD may examine all documents, data, files, posts, training materials, manuals and courseware, etc. pertaining to the Project, possessed by any of the Parties engaged in the operations or management of the Project.

Said mutual agreement for a negotiated adjustment to responsibilities shall be determined prior to any adjustments taking place. In the event that a mutual agreement is not reached, the terms of this MOA will remain throughout the duration of the Project.

B. Disputes

Should any disputes arise with respect to the MOA, all Parties agree to act immediately to resolve such dispute. All Parties agree that despite the existence of the dispute, they will continue, without delay, to carry out all responsibilities noted in this the MOA until a resolution is achieved. Any additional costs incurred by any Party as a result of such failure to proceed, will be borne by the responsible Party.

C. Intellectual Property

ITD reserves a non-assignable, royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for ITD purposes for the indefinite future with no further payment or obligation to any Party the following:

- a. Copyrighted materials produced as a result of any work performed under this MOA; and
- b. Any rights of copyright to which ITD purchases ownership with federal financial assistance provided by this MOA; and
- c. All right, title and interest in data pertaining to the Project, are ITD's sole and exclusive property and are protected from unauthorized use, copying and distribution by U.S. and international laws, regulations and international treaties.

D. Limitations

Nothing in this MOA between all Parties shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring any entity to expend any sum in excess of its respective appropriation. Each and every provision of this MOA is subject to the laws and regulations of the state of Idaho, and the laws and regulations of the United States.

Nothing in this MOA shall be construed as expanding the liability of any party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

E. No Waiver of Sovereign Immunity

In the event of dispute or litigation, each party is responsible for its own defense. Nothing herein shall be deemed to constitute a waiver of any privilege, immunity, protection or defense afforded to any party, as entities of the state of Idaho. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The Parties agree that any ambiguity in this MOA shall not be strictly construed, either against or for either Party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

F. Nondiscrimination

All Parties, with regard to the work performed by them afterward and prior to completion of the this Project, will not discriminate on the ground of race, color, religion, sex, sexual orientation, gender identity or expression, or national origin in the selection and retention of contractors and/or subcontractors, including procurement of materials and leases of equipment.

G. Legal Compliance

All Parties at all times, shall observe and comply with all federal, state and local laws and policies, bylaws, safety laws, and any and all codes, ordinances and regulations affecting the pilot project in any manner.

H. Subletting

The responsibilities to be performed under this MOA shall not be assigned, sublet or transferred except by written consent of ITD. Written consent to sublet, transfer or assign any portions of the responsibilities shall not be construed to relieve any Party of any responsibility for the fulfillment of this MOA or any portion thereof.

I. Amendments

Amendments to this MOA shall become effective upon mutual agreement and written approval by the Director of ITD, or delegate, and the signing authority of MSU.

K. METHOD OF TERMINATION:

This Memorandum of Understanding shall remain in force unless formally terminated by either party after thirty (30) days written notice to the other party.

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

STATE OF IDAHO, acting by and through the
IDAHO TRANSPORTATION DEPARTMENT

By: _____
Name Here

Title:

CITY OF IDAHO FALLS

By: _____
Name Here

Title:

BONNEVILLE METROPOLITAN PLANNING
ORGANIZATION

By: _____
Name Here

Title:

GREATER IDAHO FALLS TRANSIT

By: _____
Name Here

Title:

EXHIBIT A

SCOPE OF WORK

Project Description

The Idaho Transportation Department (ITD) is applying FFY 2020 Section 5307 CARES Act funds apportioned to the Idaho Falls urbanized area in the amount of \$4,191,157 for capital costs of contracting including purchase of service for turnkey microtransit services in the City of Idaho Falls. Per the CARES Act, the grant requests 100% federal share. This application is consistent with the Designated Recipient Split Letter dated April 8, 2020 and attached in this application. ITD, the direct recipient of these funds, intends to name the City of Idaho Falls as the subrecipient to implement a two-year microtransit pilot project from the date of award until January 01/2024.

This project will fund operating expenses, including purchase of service for turnkey microtransit services in the City of Idaho Falls, to be named Greater Idaho Falls Transit (GIFT). Microtransit services will utilize dedicated on-demand trip software which incorporates dynamic vehicle assignment/routing that matches available resources with rider needs and allows for more efficient and flexible transit services while reducing operational burden. Passenger rides will be booked through a regional call center, smartphone app or internet browser and will allow real-time trip planning, booking and ticketless payments. A third party contractor, to be competitively selected by the City of Idaho Falls and subject to concurrence from ITD, will operate the turnkey services at an all-inclusive rate per vehicle revenue-hour (or some comparable basis). All operating costs would be borne through CARES Act urban transit funds sub-awarded to the City of Idaho Falls by ITD.

Once a Third-Party Contractor has been competitively selected via RFP, the Microtransit Pilot Project will open to the general public and launch with clearly defined operating hours and service areas to facilitate customer comprehension and adaptation. Proposed service areas have been attached to this application. This pilot project will utilize 6-10 sedans and/or passenger vans that will operate mobility-on-demand as well as door-to-door paratransit services within a pre-established service area within the Idaho Falls city limits.

The incumbent public transit provider in Idaho Falls, Targhee Regional Public Transit Authority (TRPTA), ceased all operations in 2019 and liquidated its assets. Since that time, there has not been any state or federally assisted public transit services in the Idaho Falls area. In accordance with Idaho Code, TRPTA was established by the voters of

Bonneville County as the state-recognized regional public transit authority for Bonneville County. Although much reduced in scope, and with few or no assets, TRPTA still exists as a legal entity. ITD anticipates that TRPTA will remain in place as a de facto “public transportation advisory commission” for the Idaho Falls area. A DBA has been established for TRPTA, therefore they are now named Greater Idaho Falls Transit (GIFT). In the above mentioned role, GIFT would be responsible for convening public hearings regarding transit, as required under federal transit law, considering and approving fares and customer-facing policies surrounding the transit service. GIFT also would be the body to which customer service complaints and claims are elevated in the event that they are not resolved by vendor or City of Idaho Falls staff. During the GIFT Pilot Project implementation, GIFT will have no financial stake in the transit program, will not be the recipient of federal transit funds, will have no authority over transit personnel, and will not be responsible or liable for the performance or operations of the pilot project. However, GIFT will have the leading role in addressing long-term financing of the area’s public transit program. ITD expects that, given tight local budgets, a local lack of experience funding transit, and the history of failed transit in Bonneville County, it is highly unlikely that there will be municipal funding from neighboring towns during the Pilot Project. Securing this increased funding will require an ongoing commitment from GIFT to present a clear analysis of costs and benefits to policymakers in each town.

ITD recommends the workforce outlined below to deliver a functional and successful operation:

Workforce

TPO (Third Party Operator)

City of Idaho Falls will partner with third party turnkey microtransit operator, who will be responsible for, but not limited to, the following:

- Create and maintain a software platform (includes multimodal trip planning, booking, payment, tools, etc.) as well as equitable access for low-income customers and unbanked customers
- Lease, maintain, clean, store and fuel the fleet
- Hiring, training, on-street operations supervision, coordination, service monitoring and training for operators
- Street operations supervision, coordination, service monitoring and training for microtransit operators
- Secure and manage the Reporting Locations (remote vehicle storage for the operations)
- Conduct targeted communications campaigns within deployment areas

Transportation Coordinator (Non-Contract)

The Transportation Coordinator position will report to the City of Idaho Falls' Director of Public Works as a FTE employee. The position required to support this pilot project will be allocated from an agency-wide vacancy and will be included in fiscal year annual budget requests and paid entirely through CARES Act funds for the duration of the pilot project. This position will be responsible for pilot project oversight, including but not limited to: management of daily operations and contract administration; development of public-facing training and outreach specific to on-demand technology and operations; establishment of safety protocols and procedures for incident training, reporting and resolution; development and management of partnerships and coordination with local cities, municipal operators, local organizations and businesses; direct customer acquisition strategies (including financial agreements with public and private funders); and analysis to optimize service delivery in order to compete in the marketplace (see attached Transit Coordinator job description).

Performance Metrics

A system of performance metrics in the categories of Ridership, Customer Service and Satisfaction, and Financial Performance will be negotiated prior to the launch of the Pilot Project. The agreed-upon metrics will be common key performance indicators that are frequently used by transit professionals to determine the success of a transit system and will include mutually agreed-upon baselines, interim milestones, and targets for each metric. ITD expects that this data will allow for comparisons and analyses that can identify best practices and policies and enhance peer learning across the State. Over time, ITD intends to use the data to identify which policies helped to increase ridership, reduce costs, increase customer satisfaction, or more efficiently utilize assets. At the discretion of the partnering entities, the MOU can also include stretch metrics that foster innovation and entrepreneurship and enable the City of Idaho Falls to tell their story through goals and values that are specific to their community.

ITD will periodically review the effectiveness of the chosen metrics with a view, *inter alia*, to expanding or altering the scope or operation, should that be necessary.

After the launch, the Transportation Coordinator will be responsible for regular monitoring and assessment of pilot project performance to allow GIFT to adapt, adjust, and improve the service. Beyond traditional performance indicators, customer and community feedback will guide the adjustments necessary to ensure project success.

Sustainability

Given the large number of major employers in Idaho Falls, private business will be a vital source of local match and necessary for both the continuation and future expansion of transit services in the region. The Transit Coordinator will be expected to establish and facilitate a working group of local stakeholders that would meet regularly to discuss and negotiate logistics, timing, and responsibilities of all involved entities; development of a detailed transition plan documenting all of the outcomes from discussions and negotiations; and the coordination of services that will extend past the pilot project.

Through execution of the planning, design, implementation, and evaluation phases of the GIFT Pilot Project, ITD expects to gain insights into the effectiveness and utility of a small urban deployment of microtransit. Data obtained from the pilot project will lead to a final assessment of performance, recommendations and strategies for sustainable service delivery to the area, expansion of partnerships, and further “right-sizing” of the services. The pilot project will establish a foundation from which to develop these tailored service models, without fragmenting operations and maintenance programs to the point of inefficiency.

Project Benefits

This pilot project will enable a more efficient allocation of transit resources in an area with historically under-performing fixed routes, increased urban sprawl, and a dispersed service areas. Microtransit will provide the residents of Idaho Falls a viable, affordable, and equitable transportation solution that ensures access to jobs, positively impacts community health, improves quality of life and promotes environmentally sustainable communities.

Memorandum

File #: 21-272

City Council Meeting

FROM: Brad Cramer, Director
DATE: Monday, October 4, 2021
DEPARTMENT: Community Development Services

Subject

Downtown Parking Memorandum of Understanding between Idaho Falls Downtown Development Corporation (IFDDC) and the City of Idaho Falls.

Council Action Desired

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

Approve the Downtown Parking Memorandum of Understanding between IFDDC and the City of Idaho Falls (or take other action as deemed appropriate).

Description, Background Information & Purpose

The attached MOU is for management of downtown parking facilities. The parking spaces are public but managed by IFDDC. The agreement is a renewal for one year. This MOU also outlines fees to be paid for management services. Fees have increased \$10,000 over last year for additional facilities IFDDC has been asked to manage.

Alignment with City & Department Planning Objectives



The proposed memorandum of understanding is consistent with principles of Good Governance, Transportation, and Livable Communities.

Interdepartmental Coordination

This MOU was reviewed by staff from the Planning Division and the Legal Department.

Fiscal Impact

Click or tap here to enter text.

Legal Review

This MOU has been reviewed by Legal pursuant to applicable law.

MEMORANDUM OF UNDERSTANDING FOR IFDDC PARKING PROGRAM BETWEEN
CITY OF IDAHO FALLS, IDAHO AND IDAHO FALLS DOWNTOWN DEVELOPMENT
CORPORATION

THIS MEMORANDUM OF UNDERSTANDING FOR IFDDC PARKING PROGRAM BETWEEN CITY OF IDAHO FALLS, IDAHO AND IDAHO FALLS DOWNTOWN DEVELOPMENT CORPORATION (hereinafter "MOU") is entered into this day ____ of _____, 2021, by and between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and the Idaho Falls Downtown Development Corporation, a 501(c)(3) Idaho non-profit corporation, 381 Shoup Ave., Ste. 207, Idaho Falls, Idaho, 83402 (hereinafter "IFDDC").

WHEREAS, the downtown area in Idaho Falls is a vital, vibrant, and important part of our community; and

WHEREAS, the commercial and business establishments in downtown thrive when there is efficient and effective and predictable parking usage; and

WHEREAS, CITY wishes to promote the downtown area and to explore a different way to manage the availability of on-street and off-street parking in the area depicted in Exhibit "A" incorporated in this MOU; and

WHEREAS, the Idaho Falls Downtown Development Corporation ("IFDDC") is dedicated to the improvement and sustaining of the downtown area for commercial, business, and residential purposes; and

WHEREAS, CITY and IFDDC are of the opinion that IFDDC has the proper interest, organization, and staffing to regulate on-street and off-street parking in the downtown area; and

WHEREAS, CITY and IFDDC desire to allow IFDDC to regulate downtown parking for the term of this MOU in order to have an effective downtown parking program.

THEREFORE, in consideration of the mutual promises below, CITY and IFDDC agree as follows:

1.0 IFDDC'S OBLIGATIONS

1.1 Scope of IFDDC's Authority

IFDDC shall administer permits and enforcement of IFDDC pilot parking program on CITY streets and public rights-of-way within the area in and around downtown Idaho Falls and as identified on the map incorporated into this MOU as Exhibit "A," including both sides of the streets that form

the borders of the area illustrated in Exhibit "A.". Upon mutual written agreement, CITY and IFDDC may amend Exhibit "A."

1.2 IFDDC's Parking Regulations

IFDDC shall apply all relevant state and local on-street and off-street parking regulations on City streets and public rights-of-ways in the downtown area, as identified on the map appropriated as Exhibit "A" through the term of this MOU. Such include parking regulations in Idaho Code Title 49 and Idaho Falls City Code (especially IFCC Title 9).

1.3 Dedicated CITY Streets

IFDDC acknowledges that this MOU is not intended to be construed in any way to void, limit, or restrict CITY's jurisdiction, control, or authority over dedicated CITY streets or public rights-of-way.

1.4 Collections and Use of Revenue

CITY agrees to pay IFDDC forty-five thousand dollars (\$55,000) per year, during the term of this MOU, for management and enforcement of on-street and off-street parking in the area illustrated in Exhibit "A." IFDDC shall collect revenues associated with regulation and enforcement of the IFDDC Parking Program, including collection of administrative fines and penalties related to enforcement as described in this MOU, on dedicated CITY streets, parking lots, and public rights-of-way in the area shown in Exhibit "A." IFDDC agrees that revenues generated from parking enforcement, encompassed by this MOU, shall be specifically accounted for and used exclusively on public transportation or maintenance and improvement of CITY streets, public rights-of-way, public parking facilities, and public property, as directed by CITY. In the event that IFDDC's costs exceed, forty-five thousand dollars (\$55,000), IFDDC may deduct reasonable costs directly attributable to enforcement or collection of parking revenue from the amount of revenue collected for and in behalf of CITY.

Nothing in this MOU precludes IFDDC from retaining monies collected in excess of IFDDC pilot program expenses as reserve funds for future downtown parking enhancements.

1.5 Parking and Traffic Control Signs

CITY shall install and maintain traffic and parking control devices on designated CITY streets and public rights-of-way described in accordance with the Manual on Uniform Traffic Control Devices and applicable State and local laws. CITY Director of Public Works shall approve regulatory traffic and parking devices on CITY streets and public rights-of-way before being posted by IFDDC. IFDDC shall correct any inadequate or improper signage or markings at the direction of CITY's Director of Public Works. Any additional signage requested by IFDDA related to this MOU shall be approved by CITY Director of Public Works.

1.6 Liability Coverage Provisions

CITY is a governmental entity subject to statutory and constitutional restrictions concerning the acceptance of liability. CITY's liabilities are further governed by the Idaho Tort Claims Act. It is

the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment and will not be responsible for the other Parties risks or liabilities.

1.6.1 Each Party to this MOU shall be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this MOU. Neither Party shall be considered the agent of the other and neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this MOU.

1.6.2 Subject to the limits of CITY liability specified in Idaho Code Sections 6-901 through 6-929, known as the Idaho Tort Claims Act, IFDDC shall indemnify and hold CITY and its agents and assigns harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred and that arise as a direct result of and which are caused by IFDDC's performance under this MOU.

1.6.3 Indemnatee shall promptly notify the IFDDC of any such claim of which it has knowledge and shall cooperate fully with IFDDC or its representatives in the defense of the same, to the extent allowed by Idaho Code and Idaho County Risk Management Program (ICRMP).

1.6.4 IFDDC's shall maintain Automobile Insurance, 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 liability of one million dollars (\$1,000,000.00) Combined Single Limits. IFDDC shall provide to CITY, upon request, proof of insurance for any required coverage under this paragraph.

1.6.5 IFDDC shall indemnify, defend and hold CITY harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorney's fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on IFDDC's part to be performed under the terms of this MOU, or arising from any act, negligence or the failure to act of IFDDC, or any of its agents, subcontractors, employees, invitees or guests. IFDDC, upon notice from CITY, shall defend CITY at IFDDC's expense by counsel reasonably satisfactory to CITY. IFDDC, as a material part of the consideration of CITY, hereby waives all claims in respect thereof against CITY.

1.7 Reporting Obligations

1.7.1 Claim Reporting. IFDDC shall provide a report to CITY of any liability or negligence claim of which it has knowledge, and shall cooperate fully with CITY or its representatives in the defense of the same.

1.7.2 Activity Reporting. On or before June 1, 2022 IFDDC shall provide an annual report to CITY summarizing the following:

- a. number of parking permits sold for CITY streets and public rights-of-way;
- b. revenue from permits sold for CITY streets and public rights-of-way;
- c. revenue generated from collection of administrative fines and penalty tickets;
- d. locations and amount of each ticket for parking violations on CITY streets, public property, public parking lots, and public rights-of-way ; and
- e. percentage of total IFDDC parking ticket revenue collected from tickets for CITY streets, public property, public parking lots, and public rights-of-way.

2.0 Grant of Authority

IFDDC employees are hereby granted the authority to issue permits and tickets or citations and to enforce CITY parking regulations on all CITY streets and public rights-of-way shown on Exhibit "A" in the manner as outlined in the Idaho Falls City Code.

3.0 GENERAL TERMS

3.1 Additional Acts

Except as otherwise provided herein, the Parties to this MOU shall perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts and assurances as any Party to this MOU may reasonably require to execute the promises in this MOU.

3.2 Notices

Any notice under this MOU shall be in writing and be delivered in person or by public or private courier services (including U.S. Postal Service Express Mail), or certified mail with return receipt requested, or by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing:

IFDDC: Executive Director
 381 Shoup Avenue, Ste. 207
 Idaho Falls, ID 83402

CITY: Director of Community Development Services Department
 P.O. Box 50220
 Idaho Falls, ID 83405
 (208) 612-8256

3.3 Term

The term of this MOU shall commence on October 1, 2020, and shall end September 31, 2021. This MOU shall renew annually unless notification of termination is provided subject to paragraph 3.4, Termination.

3.4 Termination

Either Party may terminate this MOU by providing written notice six (6) months in advance of the proposed termination. Monies and resources paid to or collected by IFDDC shall be apportioned pro rata, at the termination of this MOU. IFDDC shall remit City a detailed accounting of amounts paid to IFDDC from City, IFDDC's costs directly incurred by IFDDC's parking management, amounts collected by IFDDC, and any money withheld by IFDDC for its costs or retained as reserve funds for future downtown parking enhancements.

3.5 Open Records and Retention

IFDDC agrees that all records created as part IFDDC's day-to-day business performance of this MOU shall be treated as public records, as that term is defined in Idaho Code Title 74 Chapter 1. All public records shall be subject to and disclosed pursuant to Title 74, Chapter 1, of the Idaho Code (the Idaho Public Records Act). In addition, IFDDC agrees to retain public records in accordance with Idaho Code § 50-907 and City's Retention Policy, Resolution No. 2016-22.

3.6 Modification

This MOU may be modified or amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

3.7 Headings

The headings contained in this MOU are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

3.8 Entity Authority

Each individual executing this MOU on behalf of a Party hereto represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of said Party in accordance with duly adopted organizational documents or agreement and, if appropriate, a Resolution of the Party, and that this MOU is binding upon said Party in accordance with its terms.

3.9 Nondiscrimination. IFDDC 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.

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By: _____

Rebecca L. Noah Casper, Mayor

IFDDC

By: _____

Catherine Smith

)

)

)

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[illegible]



Memorandum

File #: 21-270

City Council Meeting

FROM: Brad Cramer, Director
DATE: Monday, October 4, 2021
DEPARTMENT: Community Development Services

Subject

Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Skyline Manor Townhomes.

Council Action Desired

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

1. Approve the Development Agreement for Skyline Manor Townhomes and give authorization for the Mayor and City Clerk to sign said Final Plat (or take other action deemed appropriate).
2. Accept the Final Plat for Skyline Manor Townhomes and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Skyline Manor Townhomes and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is the application for the Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards for Skyline Manor Townhomes. The Planning and Zoning Commission considered this item at its June 1, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan and Zoning Ordinance, which include many policies and goals related to Good Governance, Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, Survey, and Parks and Rec.

Fiscal Impact

NA

Legal Review

This application has been reviewed by Legal pursuant to applicable law.


Legend

 Skyline Manor

 City Limit

Overlays

 PT


 PT&T-1

 PUD

 T-1

 T-2

Zoning

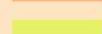
 RE

 RP

 R1


 R2

 TN

 RMH

 R3

 R3A


 PB

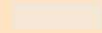
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 LC

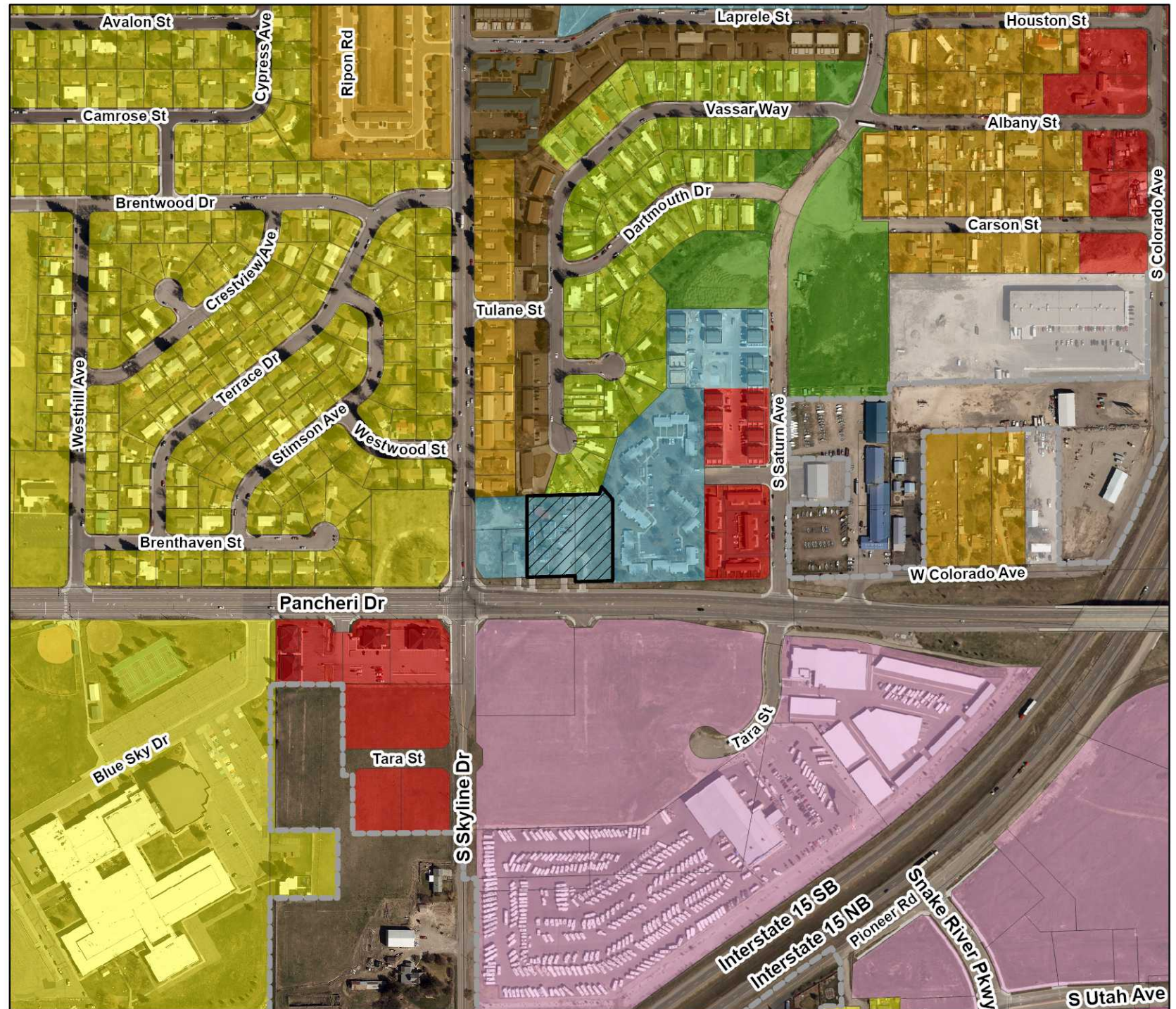
 HC

 R&D

 LM

 I&M

 P





Broadway

Houston Cir

Houston St

Atlanta St

Houston St

Albany St

Carson St

S Colorado Ave

S Saturn Ave

Laprele St

Vassar Way

Dartmouth Dr

S Saturn Ave

S Skyline Dr

Ripon Rd

Cypress Ave

Carmel Dr

Avalon St

Camrose St

Brentwood Dr

Call Ave

Dale Dr

Hughes Dr

Brandon Dr

Westhill Ave

Crestview Ave

Terrace Dr

Stimson Ave

Westwood St

Brenthaven St

Pancheri Dr

Blue Sky Dr

Tara St

Tara St

Interstate 15 NB

Interstate 15 SB

Snake River Pkwy

S Utah Ave

Milligan Rd

Pier View Dr

W 17th S

Stosich Ln

Rendezvous Rd

Grizzly Ave

Claredot Dr

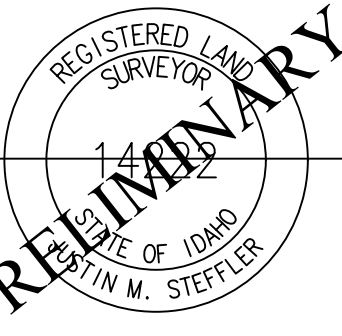
Westcliff Dr

SKYLINE MANOR TOWNHOMES

AN ADDITION TO THE CITY OF IDAHO FALLS
LOCATED IN THE NORTHWEST 1/4 OF SECTION 24,
T. 2 N., R. 37 E., B.M., BONNEVILLE COUNTY, IDAHO

BOUNDARY DESCRIPTION

Beginning at the West 1/4 Corner of Section 24, Township 2 North, Range 37 East; thence N 88° 30' 17" E a distance of 200.00 feet to a point along the quarter-line of Section 24; thence N 00° 11' 42" W a distance of 25.00 feet to the TRUE POINT OF BEGINNING; Thence, N 00° 11' 42" W for a distance of 250.32 feet; Thence, N 88° 25' 21" E for a distance of 223.67 feet; Thence, N 17° 43' 52" E for a distance of 23.54 feet; Thence, S 40° 00' 27" E for a distance of 51.14 feet; Thence, S 00° 11' 42" E for a distance of 235.86 feet to a point that lies S 88° 30' 17" W a distance of 2177.14 feet and N 00° 11' 42" W a distance of 21.99 feet from the Center 1/4 Corner of said Section 24; Thence, S 88° 30' 07" W for a distance of 115.00 feet; Thence, N 00° 11' 42" W for a distance of 3.01 feet; Thence S 88° 30' 28" W a distance of 148.66 feet to the TRUE POINT OF BEGINNING; described boundary contains 1.527 acres, more or less.

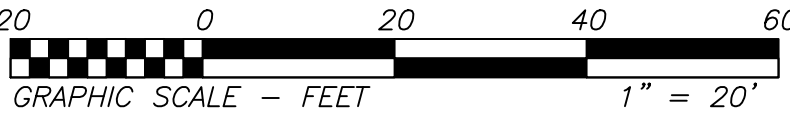


JUSTIN M. STEFFLER DATE

BASIS OF BEARING:
The bearing along this line is the basis for all other bearings listed on this survey. This bearing relates directly to the "City of Idaho Falls Coordinate System of 2004", which is derived from the Idaho State Plane Coordinate System (East Zone 1101), US Survey Feet, and using a combined scale factor of 1.000277265 for a grid-to-ground conversion (reference frame NAD_83(2011), epoch 2010.0000). The system orientation is based on grid north along the East Zone central meridian. No convergence angle has been applied.

- SECTION CONTROL AS NOTED
- 5/8" x 24" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222" (SET THIS SURVEY)
- FOUND 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 722"
- FOUND 1/2" IRON ROD WITH PLASTIC CAP MARKED "PLS 4563"
- 1/2" x 24" REBAR WITH PLASTIC CAP MARKED "PLS14222" (SET THIS SURVEY)

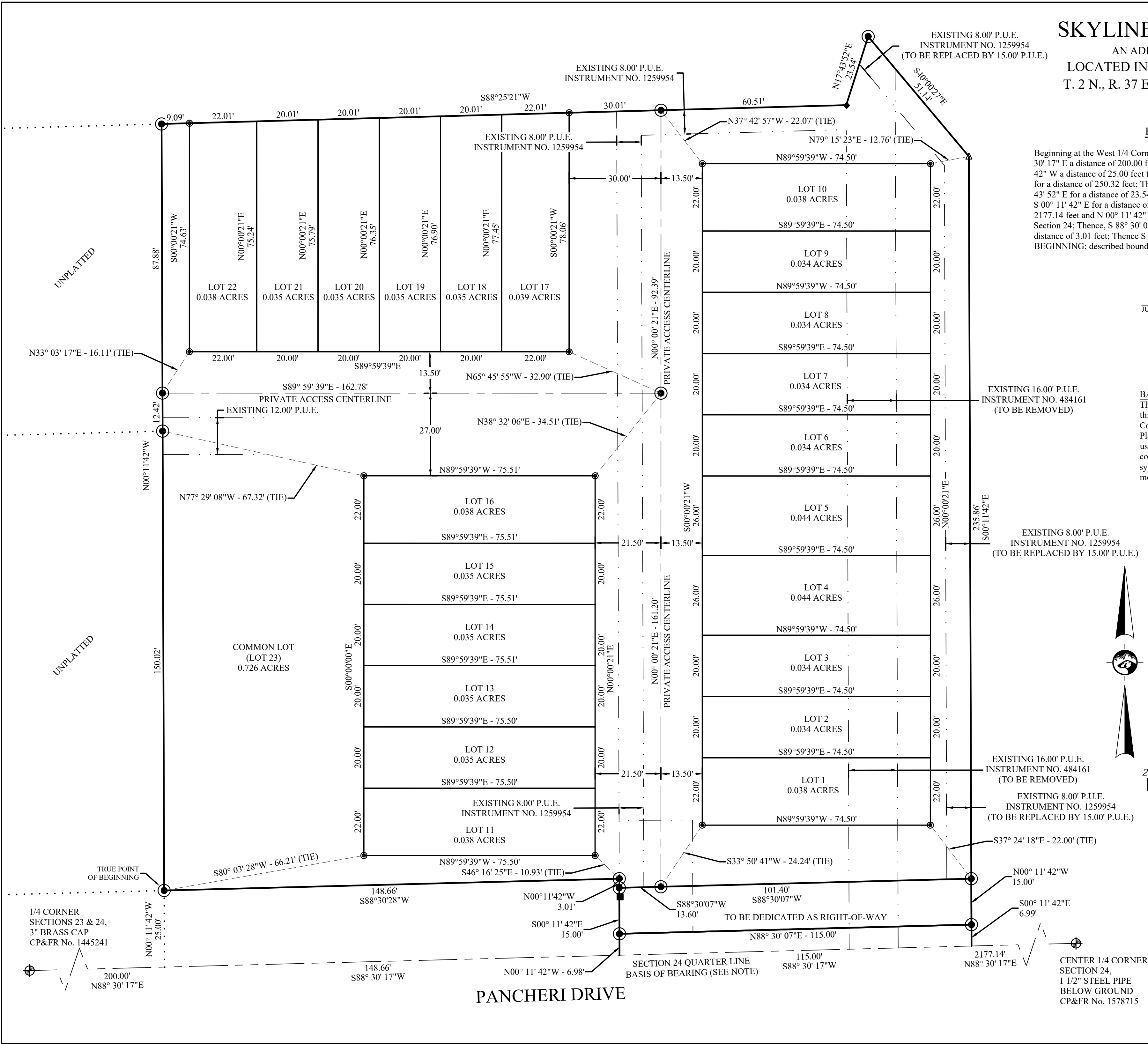
- BOUNDARY LINE
- LOT BOUNDARY LINE
- ADJOINING BOUNDARY LINE
- PROPOSED ROAD CENTERLINE
- P.L.S.S. SECTION LINE
- SURVEY TIE LINE
- EXISTING EASEMENT



SHEET 1 OF 3

1/4	SEC	T	R
	24	2N	37E

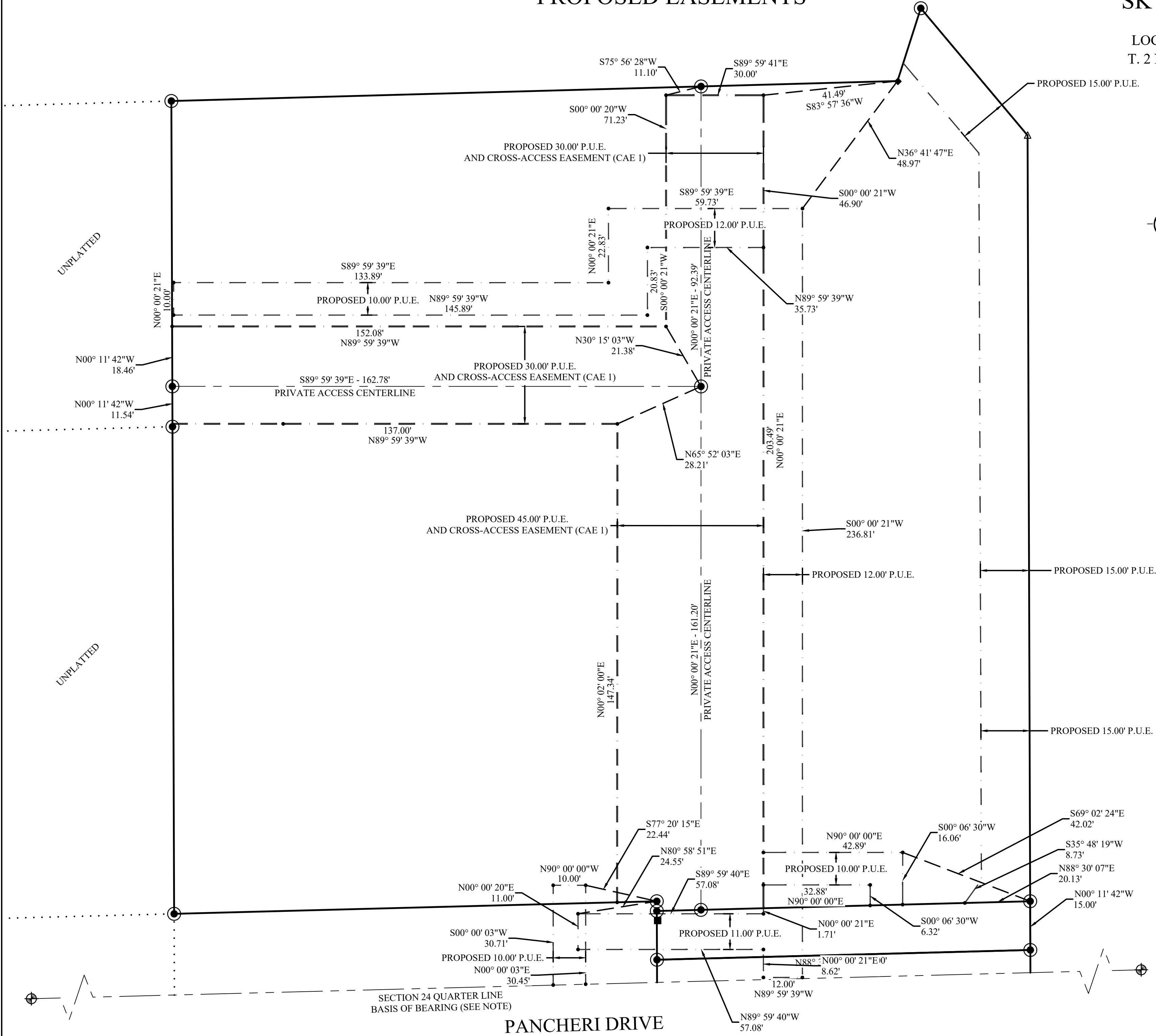
TITLE SKYLINE MANOR TOWNHOMES	
DATE: 04/21/21	DRAWN/CHK BY: PS
PROJECT: 20424/T2NR37E/S24	
402 VAN DREFF ST. SALMON, ID 83467 208-756-3070	4141 S 58 W IDAHO FALLS, ID 83402 208-715-4380



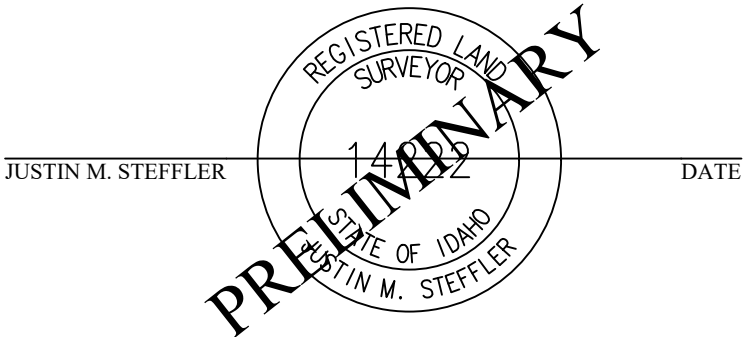
PROPOSED EASEMENTS

SKYLINE MANOR TOWNHOMES

AN ADDITION TO THE CITY OF IDAHO FALLS
LOCATED IN THE NORTHWEST 1/4 OF SECTION 24,
T. 2 N., R. 37 E., B.M., BONNEVILLE COUNTY, IDAHO



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The bearing along this line is the basis for all other bearings listed on this survey. This bearing relates directly to the "City of Idaho Falls Coordinate System of 2004", which is derived from the Idaho State Plane Coordinate System (East Zone 1101), US Survey Feet, and using a combined scale factor of 1.000277265 for a grid-to-ground conversion (reference frame NAD_83(2011), epoch 2010.0000). The system orientation is based on grid north along the East Zone central meridian. No convergence angle has been applied.



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- FOUND 1/2" IRON ROD WITH PLASTIC CAP MARKED "PLS 4563"
- 1/2"X 24" REBAR WITH PLASTIC CAP MARKED "PLS14222" (SET THIS SURVEY)
- CALCULATED POINT (NOT SET)

- BOUNDARY LINE
- LOT BOUNDARY LINE
- ADJOINING BOUNDARY LINE
- PROPOSED P.U.E. BOUNDARY
- PROPOSED C.A.E. AND P.U.E.
- P.L.S.S SECTION LINE
- SURVEY TIE LINE



SHEET 2 OF 3

1/4	SEC	T	R
	24	2N	37E

TITLE		SKYLINE MANOR TOWNHOMES	
DATE:	04/21/21	DRAWN/CHK BY:	PS
PROJECT:	20424/T2NR37E/S24		
		BADGER AERIAL MAPPING & SURVEYING	
402 VAN DREFF ST. SALMON, ID 83467 208-756-3070		4141 S 58 W IDAHO FALLS, ID 83402 208-715-4380	

OWNER’S DEDICATION

Know all men by these presents: that the undersigned PANCHERI TOWNHOMES, LLC, an Idaho Limited Liability Company, is the lawful OWNER of the tract of land included within the boundary description shown hereon and has caused the same to be platted and divided into blocks, lots, and streets, which plat shall hereafter be known as SKYLINE MANOR TOWNHOMES, a subdivision of the City of Idaho Falls, Bonneville County, Idaho.

Be it further known, that OWNER does hereby dedicate grant and convey to the public, all streets and right-of-ways shown hereon, that OWNER also does hereby grant and convey to the City of Idaho Falls all public easements forever as irrevocable permanent non-exclusive public easements as shown and described hereon.

OWNER does hereby grant and convey to lots 1-23, Block 1, a private cross-access easement as shown and described hereon and labeled as CAE 1, the said private cross-access easement is granted by the mutual consent and agreement between the parties, the adequacy and receipt of which is hereby acknowledged, that the OWNER also does hereby grant, bargain, and convey to the OWNERS of said Lots, their licensees, invitees, agents, successors, and assigns, the full and free right for said OWNERS and said OWNERS’ tenants, servants, invitees, licensees, and visitors to the private cross-access agreements described herein in common with all persons designated to have a like right at all times hereafter, for ingress and egress and vehicular access, and a perpetual easement for roadway purposes, on and across the property, except for parking, that OWNER also do/does hereby grant and convey to the City of Idaho Falls forever a non-exclusive irrevocable easement for right-of-way for emergency vehicles and emergency responders, across the cross-access easements CAE 1.

OWNER, or its heirs, successors or assigns, agree they will construct no permanent structure within or upon any public easement shown hereon, and the City of Idaho Falls and its successors, assigns, permittees or licensees shall also have the right to remove, cut or trim any trees, brush, ornamental shrubbery or plant which may injure or interfere with the use thereof for its intended purposes, and City of Idaho Falls shall have the right, to remove any obstructions on said cross-access easement which may injure or interfere with the City of Idaho Fall’s use thereof, such right of removal may be exercised without prior notice to OWNER or OWNER’S heirs, successors, or assigns.

OWNER or its heirs, successors or assigns further agree that they shall not plant any trees, brush, ornamental shrubbery or plants which may hinder the safe and efficient utilization of said easements. OWNER or its heirs, successors or assigns, further agree that they shall construct no structures or maintain any obstructions on said cross-access easements, including but not limited to gates, barriers, or vehicles of any type.

OWNER or its heirs, successors or assigns, further agree to maintain the said cross-access easements and to remove snow pursuant to the requirements of the International Fire Code §503 as it is amended from time to time, and as adopted by the City of Idaho Falls, Idaho.

OWNER or its heirs, successors or assigns hereby releases the City of Idaho Falls and its successors, assigns, permittees or licensees from any claim for damages, based upon concealed or undisclosed private improvements constructed or permitted to be constructed by OWNER or its successors or assigns within any public easements, subsequent to recording this subdivision, that may be incurred as a result of the City of Idaho Falls and its successors, assigns, permittees or licensees ordinary use of the public easements with due care.

OWNER or its heirs, successors or assigns do hereby warrant and shall defend such dedication and conveyances in the quiet and peaceful possession of the public or the City of Idaho Falls, or each lot owner as the case may be, against said OWNER and its heirs and assigns, and against every person whomsoever who lawfully holds or who later claims to have lawfully held any rights in said estate as of the date hereof.

IN WITNESS WHEREOF, OWNER has hereunto subscribed its seal and signature

this _____day of _____, 2021.

PANCHERI TOWNHOMES, LLC

Keara Harris, Manager

DRINKING WATER SYSTEM CERTIFICATE

Pursuant to I.C. §50-1334, the OWNER does hereby certify that all lots shown on this plat are eligible to receive water from the City of Idaho Falls municipal water system, and said City has agreed in writing to provide culinary water service to said lots pursuant to the provisions of Title 8, Chapter 4 of the Idaho Falls City Code, as amended from time to time. IN WITNESS WHEREOF, OWNER has hereunto set its signature this _____day of _____, 2021.

PANCHERI TOWNHOMES, LLC

Keara Harris, Manager

RECORDER'S CERTIFICATE

I hereby certify that the foregoing plat, SKYLINE MANOR TOWNHOMES, was filed in the Office of the Recorder of Bonneville County, Idaho

_____ DATE _____
BONNEVILLE COUNTY RECORDER



SKYLINE MANOR TOWNHOMES

AN ADDITION TO THE CITY OF IDAHO FALLS
LOCATED IN THE NORTHWEST 1/4 OF SECTION 24,
T. 2 N., R. 37 E., B.M., BONNEVILLE COUNTY, IDAHO

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

Sanitary restrictions as required by I.C. §50-1326 have been satisfied based on the Department of Environmental Quality (DEQ) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with I.C. §50-1326, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS

Date:

TREASURERS CERTIFICATE

I, the undersigned County Treasurer in and for the County of Bonneville, State of Idaho, pursuant to the requirements of I.C. §50-1308, do hereby certify that all County property taxes due for the property included in the Boundary Description shown hereon are current.

Date: _____
BONNEVILLE COUNTY TREASURER

COUNTY SURVEYOR'S VERIFICATION

I certify that I am a licensed professional land surveyor in the State of Idaho and that I have examined this plat and find that it complies with I.C. §50-1305.

Date: _____
BONNEVILLE COUNTY SURVEYOR, Shane C. Remer PLS 12222

CITY’S ACCEPTANCE

The accompanying plat was duly accepted and approved by the City Council of Idaho Falls adopted this _____day of _____, 202____.

MAYOR

CITY CLERK

CITY ENGINEER
KENT J. FUGAL, PE 9247

CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS 9755

ACKNOWLEDGMENT

STATE OF _____)

:SS

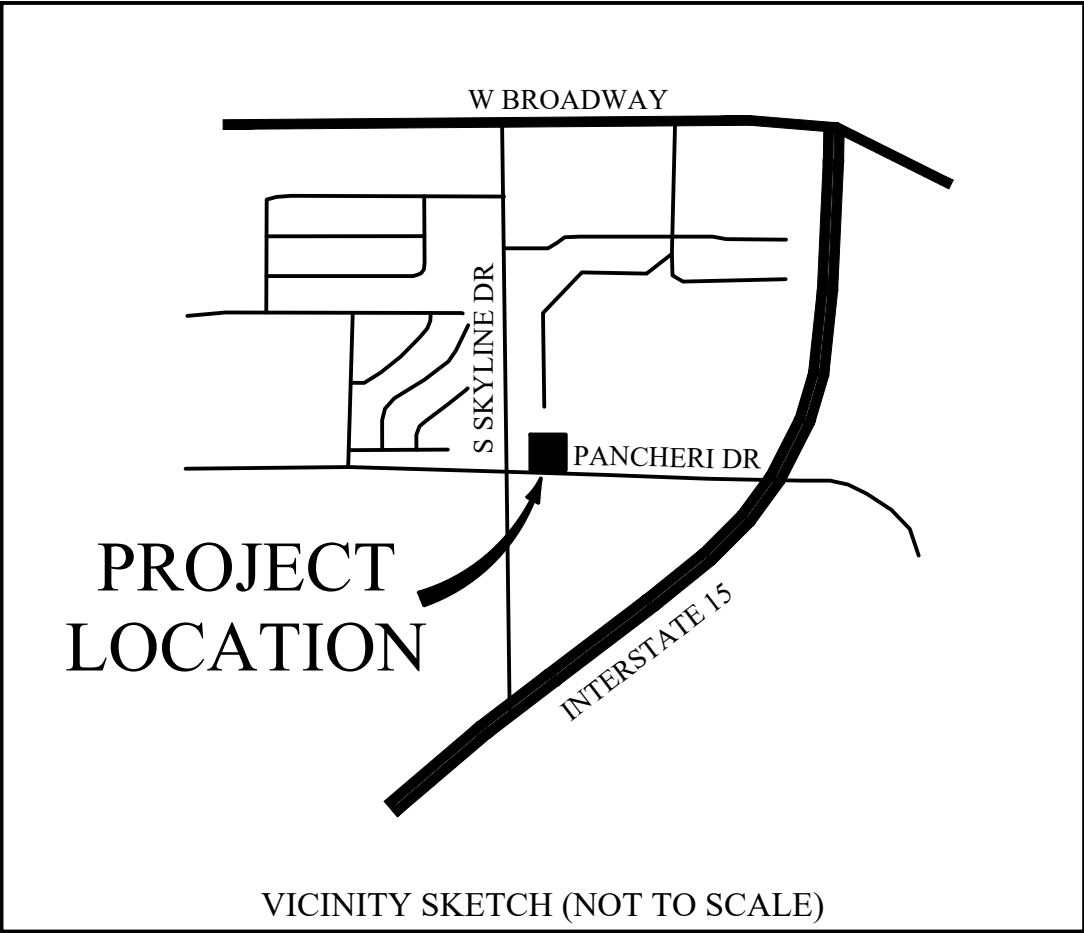
COUNTY OF _____)

On this _____day of _____, 20____, before me the undersigned, a notary public in and for said state, personally appeared KEARA HARRIS, known or identified to me, to be a manager of the limited liability company of PANCHERI TOWNHOMES, LLC, and the person who subscribed said limited liability company’s name to the foregoing OWNER’S Dedication and the Drinking Water System Certificate and acknowledged to me that he executed the same in said limited liability company’s name as a person authorized to bind such limited liability company. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and the year in this certificate first above written.

Notary Public for the State of _____

Residing at: _____

Commission Expiration Date: _____



SURVEY NARRATIVE

- The purpose of this survey is to plat the property for development.
- Monuments were found and accepted that were consistent with the Hartwell Acres Division No. 1 Plat (Instrument No. 1259954) and the Hoskins Warranty Deed (Instrument No. 917426) which make up the entirety of the subject property. New monuments will be set along the outer boundary of the subject property with 5/8” rebar (as shown on the plat) to be compliant with current requirements. The found monuments also coincided with other evidence, features, and record data associated with the Idaho Transportation Department Record of Survey recorded 04-04-2013 (Instrument No. 1442849).
- Documents and instrument numbers used in conjunction with this survey include: The subdivision plat for Hartwell Acres Division No. 1, Instrument No. 1259954; the Second Amended Plat of Cambridge Terrace Park Addition, Division No. 1, Instrument No. 484161; Idaho Transportation Department Record of Survey Instrument No. 1442849, and Warranty Deed Instrument No. 917426.

SURVEYOR'S CERTIFICATE

I, Justin M. Steffler, a licensed professional land surveyor in the State of Idaho, do hereby certify that the survey of this subdivision, designated as SKYLINE MANOR TOWNHOMES, was made under my direction, and that said subdivision is truly and correctly surveyed and staked as provided by law and in accordance with the accompanying plat as described hereon.



SHEET 3 OF 3

1/4	SEC	T	R
<input checked="" type="checkbox"/>	24	2N	37E

TITLE SKYLINE MANOR TOWNHOMES	
DATE: 04/21/21	DRAWN/CHK BY: PS
PROJECT: 20424/T2NR37E/S24	
402 VAN DREFF ST. SALMON, ID 83467 208-756-3070	4141 S 58 W IDAHO FALLS, ID 83402 208-715-4380

STAFF REPORT
Final Plat Skyline Manor Townhomes
NW1/4, Section 24, Township 2N, Range 37E
October 14, 2021



Community
Development
Services

Applicant: Connect Engineering

Location: Generally, north of Pancheri Dr, east of S Skyline Dr, south of Vassar Way, west of S Saturn Ave.

Size: Approx. 1.52 acres

Lots: 23 Lots

Existing Zoning: R3A

North: RMH & R3

South: HC

East: R2

West: R2

Existing Land Uses:

Site: Multi-Unit Residential

North: Residential

South: Undeveloped

East: Multi-Unit Residential

West: Residential

Future Land Use Map:

Higher Density

Attachments:

1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos

Requested Action: To approve the final plat for Skyline Manor Townhomes.

History: The property was annexed in September 1975 and initially zoned R2-A. In January of 1998 a rezone from R-2A to R3 was denied. In April of 2018, the property was zoned R3A as part of the City-wide zone change. A Planned Unit Development was recommended for approval to the Mayor and City Council by the Planning and Zoning Commission.

Staff Comments: The final plat consists of 23 lots. Lots sizes average 0.035 acres. Lot 23 is 0.726 acres and is a non-buildable common lot. Access into the subdivision will be private. The PUD allows a reduction of lot frontage on a private street and a reduction of lot sizes. This is considered redevelopment therefor the acreage for the site may be under two acres according to the requirements of the PUD.

Staff Recommendation: Staff has reviewed the final plat and finds that it complies with the subdivision ordinance and the development standards of the R3A Zone and PUD standards. Staff and the Planning Commission recommend approval of the plat.

Subdivision Ordinance: Boxes with an “X” indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	N/A
Lots have full frontage on, and access to, a dedicated street.	N/A
Residential lots do not have direct access to arterial streets.	N/A
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	X
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	N/A
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	N/A
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	N/A
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Private Street

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls.

New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through parks, open spaces and streets. (p.40)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p.67)

Not only is a compact city convenient but the provision of public facilities is less expensive. Growth does not always occur at the fringe of a community. Vacant lands or underutilized parcels may redevelop to more intensive uses which use existing utilities.

Zoning Ordinance:

11-3-3: Purposes of Residential Zones

(D) Mixed Residential Zone. This zone provides a residential zone characterized by smaller lots and dwellings, more compact and denser residential development; and higher volumes of vehicular and pedestrian traffic than are characteristic of the RE, RP, and R1 Zones. The principal uses permitted in the R2 Zone shall be one (1), two (2), three (3), and four (4) dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

11-2-6: Standards for Allowed Land Uses

(W) Planned Unit Development (PUD)

(1) Purpose. The purpose of the PUD regulations is to allow for residential and limited commercial uses, or a mix of residential and limited commercial uses, in an overall site development that may vary from the requirements of this Code.

Table 11-2-4: Maximum Residential Density

Base Residential Zone	Dwelling units/gross acres
RE	2
RP	5
RMH	8
R1	8
R2	17
TN	17
R3	35
R3A	35

June 1, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Arnold Cantu, Joanne Denney, Gene Hicks, Lindsey Romankiw, George Morrison, Margaret Wimborne.

MEMBERS ABSENT: Natalie Black

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler, Caitlin Long, Brian Stevens and interested citizens.

CALL TO ORDER: Brent Dixon called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

Business:

6. PLAT 21-015: FINAL PLAT. Final Plat for Skyline Manor Townhomes.

No applicant was present.

Kerry Beutler presented the staff report, a part of the record.

Morrison stated that he is becoming averse to declaring a storm drainage ponds as playground areas and they need to get out of that habit. Morrison will vote against this application and every one that comes up like it.

Wimborne stated that it needs to be addressed in the ordinances as this developer has proposed something that does not fit within the ordinance and they have already recommended approval of the PUD.

Wimborne moved to recommend to the Mayor and City Council approval of the Final Plat for Skyline Manor Townhomes, Hicks seconded the motion. Dixon called for roll call vote: Cantu, yes; Denney, yes; Hicks, yes; Morrison, yes; Romankiw, yes; Wimborne, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF SKYLINE MANOR TOWNHOMES, LOCATED GENERALLY NORTH OF PANCHERI DR, EAST OF S SKYLINE DR, SOUTH OF VASSAR WAY, WEST OF S SATURN AVE

WHEREAS, the applicant filed an application for a final plat on April 19, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on June 1, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on October 14, 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 City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 1.52 acre parcel located generally North of Pancheri Dr, east of S Skyline Dr, south of Vassar Way, west of S Saturn Ave.
3. The property is zoned R3A, Residential Mixed Use.
4. The plat includes 23 residential lots, all of which meet the minimum standards for the R3A Zone with a PUD.
5. The proposed lots will be for attached multi-unit structures.
6. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance with a PUD.
7. The proposed development is consistent with the principles of the City's Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2021

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
SKYLINE MANOR TOWNHOMES

This DEVELOPMENT AGREEMENT SKYLINE MANOR TOWNHOMES ("AGREEMENT"), made this _____ day of _____, 2021, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and Pancheri Townhomes, LLC., a limited liability company ("DEVELOPER"), whose mailing address is 3600 Founders Pointe Drive, Ammon, ID 83406.

W I T N E S S E T H:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within the CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and,

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and,

WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and,

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and,

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and,

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference, and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty

shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the

Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a

final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

- A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;
- B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;
- C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;
- D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;
- E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and
- F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording Fees. Prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall obtain a certification upon the plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall state that the water rights for all property within the Subdivision have been transferred from the property and that all liens and assessments of such water delivery entity have been released.

22. Storm Water Discharge Certification. Prior to the acceptance and approval of Final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the Final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the Final Improvement Plans is approved and accepted by such entity.

23. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

26. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

27. Non-Discrimination. DEVELOPER 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.

28. Effective Date. This AGREEMENT shall become valid and binding only upon its

approval by CITY Council of CITY and upon its execution by the Mayor.

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

PANCHERI TOWNHOMES, LLC.

By Keara Harris
Keara Harris, 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 Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that 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 Bonneville)

On this 20 day of September, 2021, before me, the undersigned, a notary public, in and for said State, personally appeared Keara Harris, known or identified to me to be the authorized signator for Pancheri Townhomes, LLC., 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 said company.

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

(Seal)


Notary Public of Idaho
Residing at: St Anthony ID
My Commission Expires: Jan 11, 2027

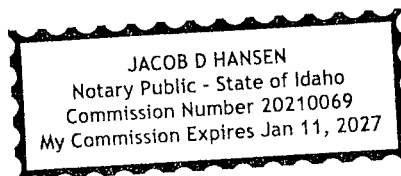


EXHIBIT "B"

SPECIAL CONDITIONS SKYLINE MANOR TOWNHOMES

S-C 1.00 Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is Four Thousand Four Hundred Dollars \$4,400.00 (22 lots zoned residential at \$200 per lot) payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this AGREEMENT	\$ 440.00
February 1, 2021	\$ 792.00
May 1, 2021	\$ 792.00
August 1, 2021	\$ 792.00
November 1, 2021	\$ 792.00
February 1, 2022	<u>\$ 792.00</u>
 TOTAL	 \$ 4,400.00

S-C 2.00 Surface Drainage Fee. The surface drainage fee for this Subdivision is Five Hundred Eleven Dollars and Ninety-Four Cents (\$511.94; 68,259 square feet net area at \$.0075 per square foot) payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this AGREEMENT	\$ 511.94

S-C 3.00 Existing Infrastructure. When it becomes necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by Pacificorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by Pacificorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER following annexation.

S-C 4.00 Water Line Connection. CITY agrees to allow DEVELOPER to connect to the water main located in Pancheri Drive, subject to DEVELOPER's payment of the water main connection fees in the amount of Ten Thousand Eight Hundred Sixty-Eight Dollars (\$10,868.00; 260 feet currently at \$41.80 per foot), upon execution of this AGREEMENT, pursuant to section 8-4-14 (C) of the City Code. Pursuant to section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in relevant Code Sections.

S-C 5.00 Sewer Main Connection Fee. CITY agrees to allow DEVELOPER to connect to the sewer previously constructed within Pancheri Drive, subject to DEVELOPER's payment of the sewer main connection charge pursuant to section 8-1-23(C) of the City Code in the amount of Six Thousand Three Hundred Seventy Dollars (\$6,370.00; 260 feet; currently at \$24.50 per foot).

Mainline connection fee costs will be adjusted accordingly in the event that the connections are not made at time when CITY fee resolution reflects the rate referenced herein. Pursuant to section 8-1-23(B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to CITY sewer system. Such fees shall be paid in the amounts and manner set forth in relevant Code Section.

S-C 6.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within this Development by DEVELOPER. The storm drainage system shall meet CITY Storm Drainage Policy. The storm pond to be constructed as shown on the approved Site Plan. DEVELOPER shall provide for the installation of grass and an irrigation system. Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPERS's heirs, successors, or assigns.



Memorandum

File #: 21-269

City Council Meeting

FROM: Brad Cramer, Director
DATE: Monday, October 4, 2021
DEPARTMENT: Community Development Services

Subject

Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Sand Pointe Division 4.

Council Action Desired

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

1. Approve the Development Agreement for Sand Pointe Division 4 and give authorization for the Mayor and City Clerk to sign said Final Plat (or take other action deemed appropriate).
2. Accept the Final Plat for Sand Pointe Division 4 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Sand Point Division 4 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is the application for the Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards for Sand Pointe Division 4. The Planning and Zoning Commission considered this item at its April 6, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan and Zoning Ordinance, which include many policies and goals related to Good Governance, Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, Survey, and Parks and Rec.



Fiscal Impact

NA












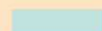





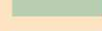




Legal Review

This application has been reviewed by Legal pursuant to applicable law.

Legend

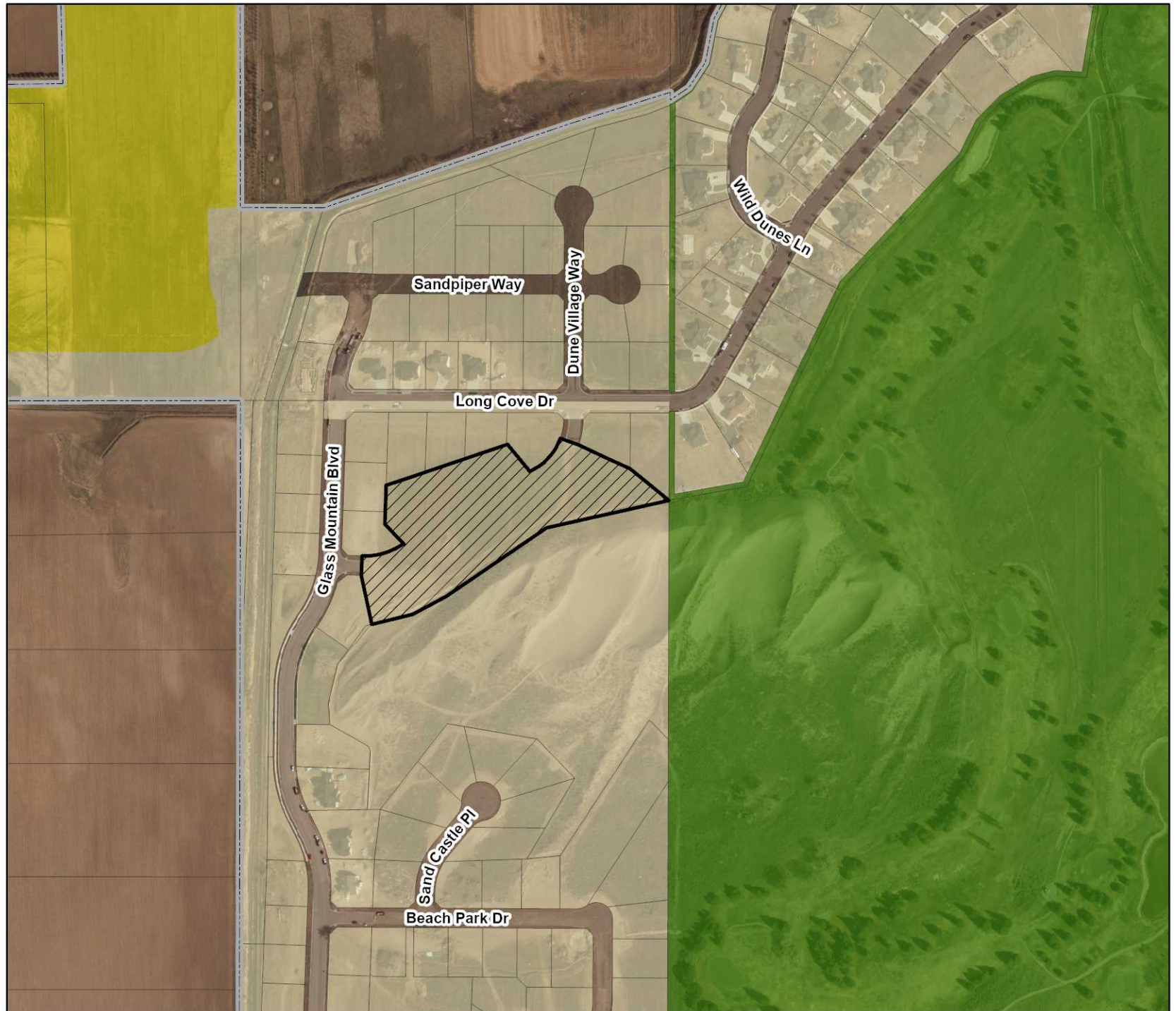
-  Sand Pointe
-  City Limits
-  Area of Impact

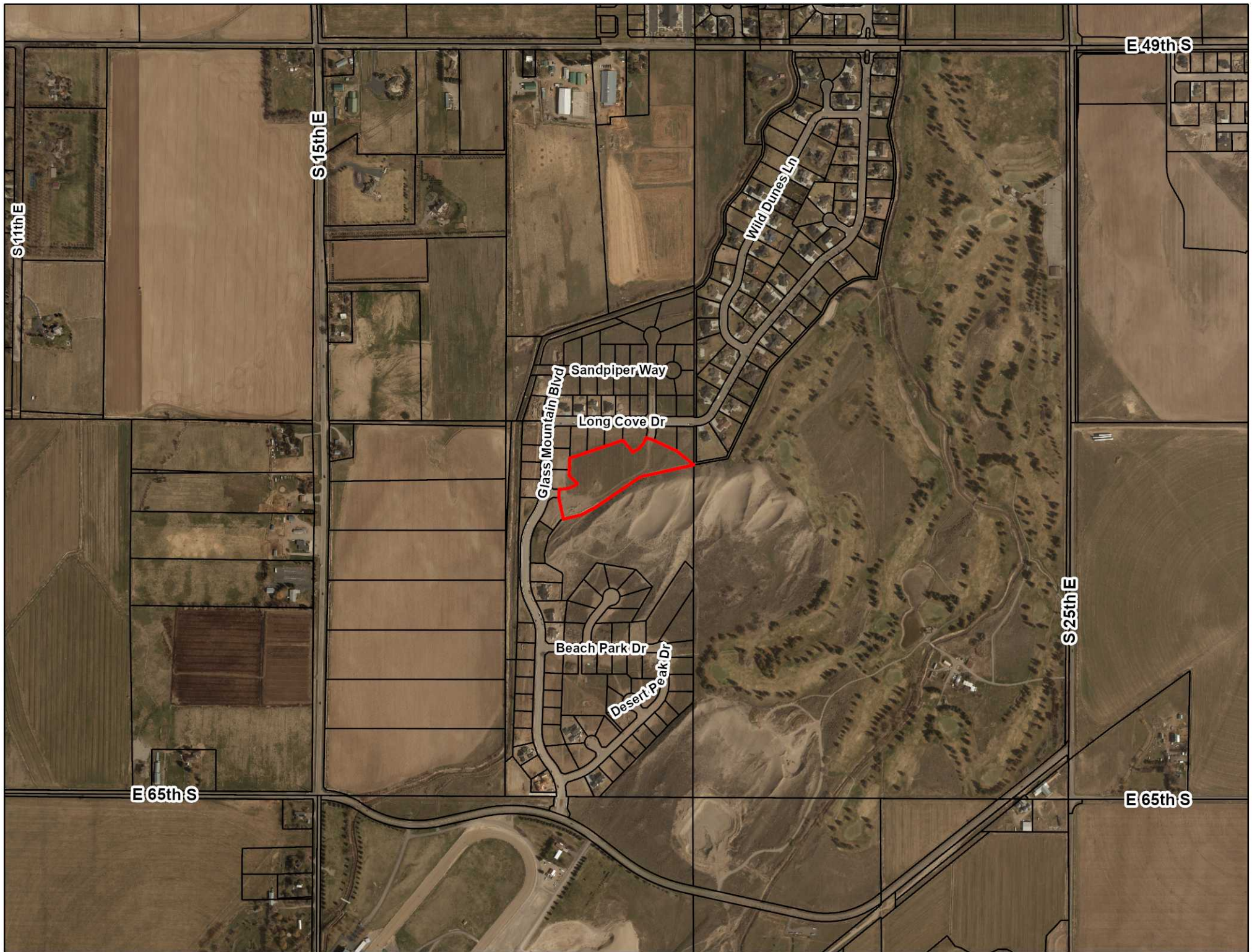
Overlays

-  PT
-  PT&T-1
-  PUD
-  T-1
-  T-2
-  RE
-  RP
-  R1
-  R2
-  TN
-  RMH
-  R3
-  R3A
-  PB
-  DT
-  CC
-  LC
-  HC
-  R&D
-  LM
-  I&M
-  P



Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276





S 11th E

S 15th E

E 49th S

Wild Dunes Ln

Glass Mountain Blvd

Sandpiper Way

Long Cove Dr

Beach Park Dr

Desert Peak Dr

S 25th E

E 65th S

E 65th S

SAND POINTE DIVISION NO. 4

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
IN A PART OF THE EAST 1/2 OF THE S.W. 1/4 OF SECTION 4,
TOWNSHIP 1 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN,

SURVEYOR'S NARRATIVE

SECTION LINE CONTROL FROM SAND POINTE DIVISION NO. 2, INSTRUMENT NO. 1590568. AN ARBITRARY LINE SELECTED BY AN EXISTING SAND DUNE DETERMINED THE SOUTH LINE OF THE PLAT. THE WEST LINE WAS DETERMINED BY FOUND IRON RODS ON THE EAST LINE OF LOT 6 AND LOT 7, BLOCK 4, SAND POINTE DIVISION NO. 2, INSTRUMENT NO. 1590568. THE NORTH LINE OF THE SUBDIVISION IS DETERMINED BY FOUND IRON RODS AT THE SOUTHWEST CORNERS OF LOTS 9, 10, AND 11, AND THE WESTERLY, SOUTHERLY, AND EASTERLY RODS OF LOT 1, BLOCK 4, SAND POINTE, DIVISION NO. 2, INSTRUMENT NO. 1590568. THE EAST LINE OF THE SUBDIVISION IS DETERMINED BY FOUND IRON RODS ON THE WEST BOUNDARY OF THE DUNES AT SAND CREEK, DIVISION NO. 2, INSTRUMENT NO. 1047265, AS WELL AS THE NORTH-SOUTH CENTER SECTION LINE.

LEGEND & NOTES

- SET 5/8" STEEL RE-BAR WITH ALUMINUM CAP MARKED PLS NO. 10944
- SET 5/8" STEEL RE-BAR WITH PLASTIC CAP MARKED PLS NO. 10944
- SET 1/2" STEEL RE-BAR WITH PLASTIC CAP MARKED PLS NO. 10944
- FOUND 5/8" STEEL RE-BAR WITH ALUMINUM CAP MARKED PLS NO. 10944
- FOUND 1/2" STEEL RE-BAR WITH ALUMINUM CAP MARKED PLS NO. 10944 OR AS SHOWN.
- FOUND 5/8" STEEL RE-BAR WITH PLASTIC CAP STAMPED L.S. NO. 10944
- PUBLIC UTILITY EASEMENTS ARE 15 FEET WIDE ALONG STREET FRONTS.

SURVEYOR'S CERTIFICATE

I, Rodney L. Ellsworth, a licensed professional land surveyor in the State of Idaho do hereby certify that the survey of this subdivision, designated as Sand Pointe, Division No. 4, was made under my direction, and that said subdivision is truly and correctly surveyed and staked as provided by law and in accordance with the accompanying plat as described hereon.



**IMPROVEMENT DRAWINGS
SAND POINTE
DIVISION NO 4
AN ADDITION TO THE CITY OF IDAHO FALLS
PART OF THE E. 1/2 OF THE S.W. 1/4 OF SECTION 4
TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN,
BONNEVILLE COUNTY, IDAHO**



NOTE:
CONTRACTOR SHALL CONTACT 811 (DIGLINE)
FOR ALL UNDERGROUND UTILITIES PRIOR TO
ANY UTILITY CONSTRUCTION.

STREET SIGN NOTES:

1. ALL SIGNS AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE TO THE MOST CURRENT ADDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) AND THE CITY OF IDAHO FALLS STANDARD SPECIFICATIONS.
2. ALL STREET NAME SIGNS TO BE MOUNTED ON 2" SQUARE BREAK-AWAY 12 GAUGE GALVANIZED SIGN POSTS IN NON-PERFORATED SLEEVES.
3. ALL STREET NAME SIGNS TO BE 0.90 ALUMINUM EXTRUDED PLATES WITH ASTM A564 PRISMATIC SHEETING TYPE IV GRADE PRISMATIC REFLECTIVE WHITE LETTERS AND NUMBERS. BACKGROUND COLOR TO BE GREEN WITH WHITE BORDER AND SHALL MEET ALL REQUIREMENTS FOR THE LATEST VERSION OF THE M.U.T.C.D.
4. TYPICAL POST-MOUNTED STREET NAME SIGN PLATES SHALL BE 9" X (VARIABLE LENGTH). LETTERING SHALL BE INITIAL UPPER-CASE 6 INCHES FOLLOWED BY 4.5 INCH LOWER CASE LETTERS. STREET TYPE OR SECTION DESIGNATIONS SUCH AS STREET, AVENUE OR NIK, S, ECT., SHALL BE 3 INCHES IN HEIGHT FOR 9" X SIGNS.
5. LOCAL RESIDENTIAL STREETS WITH SPEED LIMITS 25 M.P.H. OR LESS NOT DESIGNATED ON THE COLLECTOR OR METROPOLITAN STREET SYSTEM MAY HAVE 8" X (VARIABLE LENGTH) PLATES WITH 4" INITIAL UPPER-CASE LETTERS FOLLOWED BY 3" LOWER CASE LETTERS. STREET TYPE OR SECTION DESIGNATIONS SHALL BE 2.25" IN HEIGHT.
6. STREET SIGN HARDWARE SHALL BE OF THE "CLOSED SLOT EXTRUDED" TYPE WITH "BOLT THROUGH" SIGN CAPS AND NO. 10 ALL SIGN MOUNT AND POST HARDWARE SHALL MEET THE CURRENT M.U.T.C.D. AND CITY OF IDAHO FALLS ANTI-THEFT HARDWARE REQUIREMENTS.
7. ALL SIGNS TO BE LOCATED BY CITY ENGINEER.

Idaho Falls Power Electrical Notes

1. All new electrical facilities shall be constructed in accordance with the current Idaho Falls Power Service Policy. Coordinate all electrical construction with Idaho Falls Power.
2. Primary sectionalizing cabinets, transformer ground sleeves, secondary pedestals, fiber boxes, and ground rods shall be provided by IFP, but shall be picked up at the IFP warehouse and/or west side yard and installed by the Contractor.
3. All PVC electric conduits shall be PVC Schedule 40 (see note 5 and 6 for exceptions). All elbows shall be PVC Schedule 40 large radius sweep (36") or as otherwise specified by IFP (see note 5 and 6 for exceptions). RGS conduit must be used at riser poles. Conduits must be capped and labeled to identify routing.
4. The minimum power trench shall have a minimum depth of fifty-four inches (54") and maximum depth of sixty inches (60") below finish grade (Conduit to be installed 48" below finish grade), including 8" of sand bedding below and above top of conduits. Minimum trench width shall be twenty-four inches (24"), unless otherwise noted. All Primary conduit must have a minimum of one (1) foot separation between other conduits in trench. Bottom of trenches must be level for conduit installation. All trenches and conduits (including road crossings) must be inspected by Idaho Falls Power prior to back-filling. Backfill and compact all trenches to a minimum of 95% of max density.
5. Minimum conduit depth can be reduced to eighteen inches (18") of cover below final grade through basalt or other rock upon prior approval of IFP. Rigid galvanized steel (RGS) conduit shall be provided and installed by the Contractor. IFP will specify the conduit size.
6. 2" HDPE SDR 13.5 continuous duct with pre-lubricated ribbed interior wall can be utilized by the Contractor instead of 2 1/2" PVC Schedule 40 as specified on the Contractor Map for proposed 1/0 single phase primary conductor. Conduit to be red in color or black with red stripes (red conduit preferred). If possible HDPE to be ordered with "IFP" stamped on conduit. The HDPE can be turned up inside of ground sleeves or Contractor may transition to 2" PVC Schedule 40 large radius sweep (36") with Perma-Guard/UL fittings by Arco Shur-Lock II or approved equal by IFP.
7. Contractor / IFP to install a 2500 lb mule tape strung through each primary power conduit run more than 75 LF, all services from the meter base to the transformer / secondary pedestal, and install pull string for fiber optic conduit runs.
8. The Developer/Contractor shall provide all staking and layout of new electrical and fiber facilities including power poles. All lot corners adjacent to all power trenches must be clearly marked for installation of electrical facilities.
9. The Contractor shall retain and protect all existing City power poles and electrical and fiber facilities during construction. Also, repair / replace all concrete, asphalt, and landscaping that is disturbed during construction.
10. It shall be the Customer or Contractor's responsibility to provide illumination (street lights) along or within the public right-of-way contained within a new development.
11. All new light pole foundations and lighting conduits shall be constructed by the Contractor in accordance with current City of Idaho Falls standard drawings and specifications. IFP will furnish to the Contractor a bolt hole template (pending availability), anchor bolts, nuts, washers, grounding butt plate, and ground wire needed for the installation of the light poles.
12. IFP will install poles and luminaires with the cost of materials paid by the Contractor prior to installation.
13. On all subdivisions the padmounted equipment (including ground sleeves / pedestals, etc.) will not be provided or set until curb and gutter has been installed. Idaho Falls Power will provide ground rods and contractor will install ground rods prior to installation of conduit.

GENERAL NOTES:

1. SANITARY SEWER SERVICE LINES = 4" P.V.C.
2. WATER SERVICE LINES = 1" TYPE "K" COPPER SERVICE LINE, WITH A CURB STOP AND A METER PIT IN LINE, AND CAPPED INSIDE PROPERTY PER CITY OF IDAHO FALLS STD DWG # IF-401A.
3. ALL SURPLUS EXCAVATION SHALL BE PLACED ON ADJACENT LOTS AS DIRECTED BY THE ENGINEER.
4. THE CONTRACTOR SHALL MAINTAIN 10' HORIZONTAL AND 10' VERTICAL SEPARATION BETWEEN WATER AND SEWER LINES.
5. ALL WATER MAINLINES SHALL BE D.I. CLASS 50.
6. THE CONTRACTOR SHALL STUB-OUT SEWER AND WATER SERVICES TO 15' INSIDE EACH LOT.
7. ALL CONSTRUCTION OF WATER, SEWER, STORM, AND STREET CONSTRUCTION SHALL BE TO THE CITY OF IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS.
8. DEPRESS CURB AT ALL INTERSECTION CORNERS.
9. ALL STORM PIPE AND SANITARY SEWER PIPE SHALL BE TO THE CITY OF IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS.
10. THE CONTRACTOR SHALL LOCATE, RETAIN, AND PROTECT ALL EXISTING UTILITIES.
11. THE WATER LINE CONSTRUCTION SHALL CONFORM TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS OF PUBLIC DRINKING WATER SYSTEMS AND CONNECTION SPECIFICATIONS SHOULD BE TO ANSI/AWWA C 651-82: DISINFECTION OF WATER MAINS STANDARDS.
12. TEMPORARY BLOW-OFFS SHALL BE INSTALLED ON DEAD-END WATER LINES.
13. WATER LINES SHALL NOT EXCEED 8' IN DEPTH OF FINISH GRADE.
14. ALL CURB INLETS SHALL BE PER DRAWINGS IF-604.
15. ALL POWER, CABLE TV, AND TELEPHONE TRENCHES SHALL BE TO THE CITY OF IDAHO FALLS STANDARDS.
16. CONTRACTOR SHALL INSTALL ALL SANITARY SEWER MAINS AND SERVICE LINES PRIOR TO INSTALLING ANY WATER SYSTEM IMPROVEMENTS. ADJUST WATER LINES FROM 5' TO 7' OF COVER AS REQUIRED TO AVOID SANITARY SEWER SERVICE LINES.
17. ALL UTILITIES ADJUSTMENT OF MAN HOLES, WATER VALVES, ETC. SHALL BE ADJUSTED BY THE PAVING CONTRACTOR.

NOTE:
CONTRACTOR IS RESPONSIBLE TO CONTROL ALL TEMPORARY STORM WATER POLLUTION DURING THE CONSTRUCTION PHASE AS PER REQUIREMENTS FOUND IN THE STATE OF IDAHO CATALOG OF STORM WATER BEST MANAGEMENT PRACTICES.

SEE SWPPP DOCUMENT PRODUCED FOR SAND POINTE SUBDIVISION BY MATERIALS TESTING & INSPECTION. DATED OCTOBER 20TH, 2016

NOTE:
ALL SURVEY MONUMENTS THAT WILL BE DISTURBED BY CONSTRUCTION WILL BE REFERENCED BY A LICENSED SURVEYOR PRIOR TO BEING DISTURBED AND SHALL BE RESET AFTER CONSTRUCTION BY SAID LICENSED LAND SURVEYOR.

NOTE:
ANY MODIFICATION TO THE CONSTRUCTION TO THE CONSTRUCTION SCHEDULE, OR TO THE CONSTRUCTION PHASE LIMITS SHALL BE APPROVED BY THE CITY ENGINEER. PRIOR TO SAID APPROVAL ALL IMPROVEMENT DRAWINGS SHALL BE RE-SUBMITTED TO THE CITY ENGINEER DEPT. SHOWING THE PROPOSED CHANGES.

NOTE:
OWNER WILL PROVIDE CURB CUT LOCATIONS

IMPROVEMENT DRAWINGS SAND POINTE, DIVISION NO. 4		Job No. 1183
PART OF THE E. 1/2 OF THE SW 1/4 OF SEC. 4, T. 2 N. R. 38, E., B.M. BONNEVILLE COUNTY, IDAHO		Sht. 1 of 4
Scale: 1" = 60'	Date: FEBRUARY, 2020	
Drawn By: S.D.E.	Cadfile: COVER SHEET	
208 522 5414	Fax 208 523 2614	
253 1st Street,	Idaho Falls, ID. 83401	
EA Ellsworth & Associates, PLLC Engineers & Land Surveyors		

BASIS OF BEARING:

N-S CENTER SECTION LINE SAND POINTE DIVISION NO. 2
CITY OF IDAHO FALLS 2004 COORDINATE SYSTEM

BENCHMARK

CHISELED "X" ON THE SE BOLT OF A FIRE HYDRANT ON
LONG COVE DRIVE ON THE WEST SIDE OF THE STREET,
AT HOUSE NUMBER 5252.

NAVD 88 ELEVATION = 4704.24

SHEET INDEX

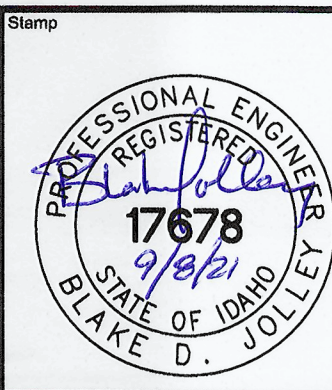
SHEET	COVER SHEET, VICINITY MAP & NOTES
SHEET 2	GENERAL LAYOUT
SHEET 3	PLAN/PROFILE - DESERT PEAK DR

SEE IDAHO FALLS POWER CONTRACTOR MAP
FOR ALL ELECTRICAL CONSTRUCTION

ENGINEERING DEPT.

SEWER FRONT FOOTAGE 0 FT.

WATER FRONT FOOTAGE 0 FT.



NOTES

1. Any changes to these drawings shall be submitted to the City of Idaho Falls Engineering Department for approval prior to construction.
2. Failure to comply with the requirements of these drawings may result in the City withholding water or electrical service.
3. Approval of the City Engineer is required for any proposed construction within a public right-of-way or easement and shall be in accordance with the current City of Idaho Falls Standard Specifications and Drawings.
4. A City of Idaho Falls Public Works License is required for any contractor working in a public right-of-way or easement.
5. A Public Right-of-Way Use Permit is required for any work in any public right-of-way or easement. The City Engineering Department must be notified at least two (2) days prior to any excavation under this permit (612-8250).
6. Placing Concrete within the public right-of-way requires inspection and approval by the City Engineering Department. The department shall be notified at least four (4) hours prior to placing (612-8250).
7. All Driveway Approaches shall be concrete and meet the requirements of the current City of Idaho Falls Standard Specifications and Drawings. All driveways and parking areas shall be hard surface.
8. Replace all broken or poor quality curb, gutter, and sidewalk.
9. Remove all unused driveway approaches and replace with standard full height curb, gutter and sidewalk.
10. A Licensed Idaho Professional Engineer shall inspect, certify to City Standards, and prepare "AS-BUILT" drawings for all Water, Sanitary Sewer and Storm Sewer Main Lines.
11. All Water Service Lines less than four (4) inches and Sanitary Service Lines less than eight (8) inches shall be inspected by the City Sewer Department prior to backfilling (612-8108).
12. All new construction shall install a meter pit per City Standards to capture both domestic and landscape irrigation uses. Commercial buildings, where possible, shall be plumbed for a future meter inside of building, rather than installing a meter pit. Contact Water Department (612-8471) to determine if a meter is currently required and for any additional information.
13. Private fire service water mains shall be installed by, or under the supervision of, a city licensed fire sprinkler contractor. Fire service mains must be tested and approved by the Fire Marshal prior to backfilling.
14. Pursuant to IDAPA 58.01.08, all new construction shall install provisions for a future water meter to capture domestic and landscape irrigation uses. Provisions shall be installed per City of Idaho Falls Standard Drawing 600-1or 600-3. Contact Water Supt. (208-612-8471) to determine if meter itself is required. Meters or meter idlers shall be on approved material list and may be purchased from Water Department warehouse (208-812-8474).
15. All single-family attached dwellings shall have separate electrical, water, and sewer service lines without any common facilities.
16. Appropriate erosion and sediment control requirements associated with construction shall be shown on the Improvement Drawings.
17. Dump container enclosure must be 8' x 8' inside measurement per container. Containers in gated enclosures must be pushed in and out by owner.
18. In compliance with Idaho Code §§ 55-1613 a field search and location survey has been conducted under the direction of a professional land surveyor prior to this project's construction.

VICINITY MAP



**CITY OF IDAHO FALLS APPROVAL
Revision 4/2016**

Approved _____ Date _____
City of Idaho Falls

PROPERTY LEGAL DESCRIPTION

Commencing at the Center 1/4 Corner of Section 4, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S.00°09'22"W. along the Section line 303.50 feet to the Southeast corner of Lot 40, Block 3, Sand Pointe, Division No. 2, a subdivision of the City of Idaho Falls, Bonneville County, Idaho; said point being the TRUE POINT OF BEGINNING; running thence S.77°23'36"W. 385.45 feet; thence S.55°38'01"W. 370.00 feet; thence S.61°39'48"W. 120.60 feet; thence S.75°52'36"W. 130.00 feet to the Southeast corner of Lot 31, Block 3, said Sand Pointe, Division No. 2; thence along said Division No. 2 boundary the following eleven (11) courses; thence (1) N.12°02'00"W. 154.15 feet; thence (2) N.01°57'00"E. 60.00 feet to a point of curve having a radius of 214.06 feet, and a chord that bears N.73°48'00"E. 133.36 feet; thence (3) to the left along said curve 135.62 feet through a central angle of 36°18'00"; thence (4) N.49°57'10"W. 83.05 feet; thence (5) N.01°57'00"E. 120.00 feet; thence (6) N.71°17'30"E. 360.77 feet; thence (7) S.40°54'43"E. 109.78 feet to a point of curve having a radius of 177.43 feet and a chord that bears N.42°34'29"E. 138.33 feet; thence (8) to the left along said curve 142.09 feet through a central angle of 45°53'03"; thence (9) S.70°22'03"E. 60.00 feet; thence (10) S.65°08'46"E. 174.51 feet; thence (11) S.50°55'30"E. 153.70 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 247,090 Sq. Ft. or 5.672 acres.

IMPROVEMENT DRAWINGS CONTACT PERSON

NAME STEVE ELLSWORTH
ADDRESS 253 1ST STREET, IDAHO FALLS, ID ZIP 83401
PHONE 522-5414

PROJECT TITLE

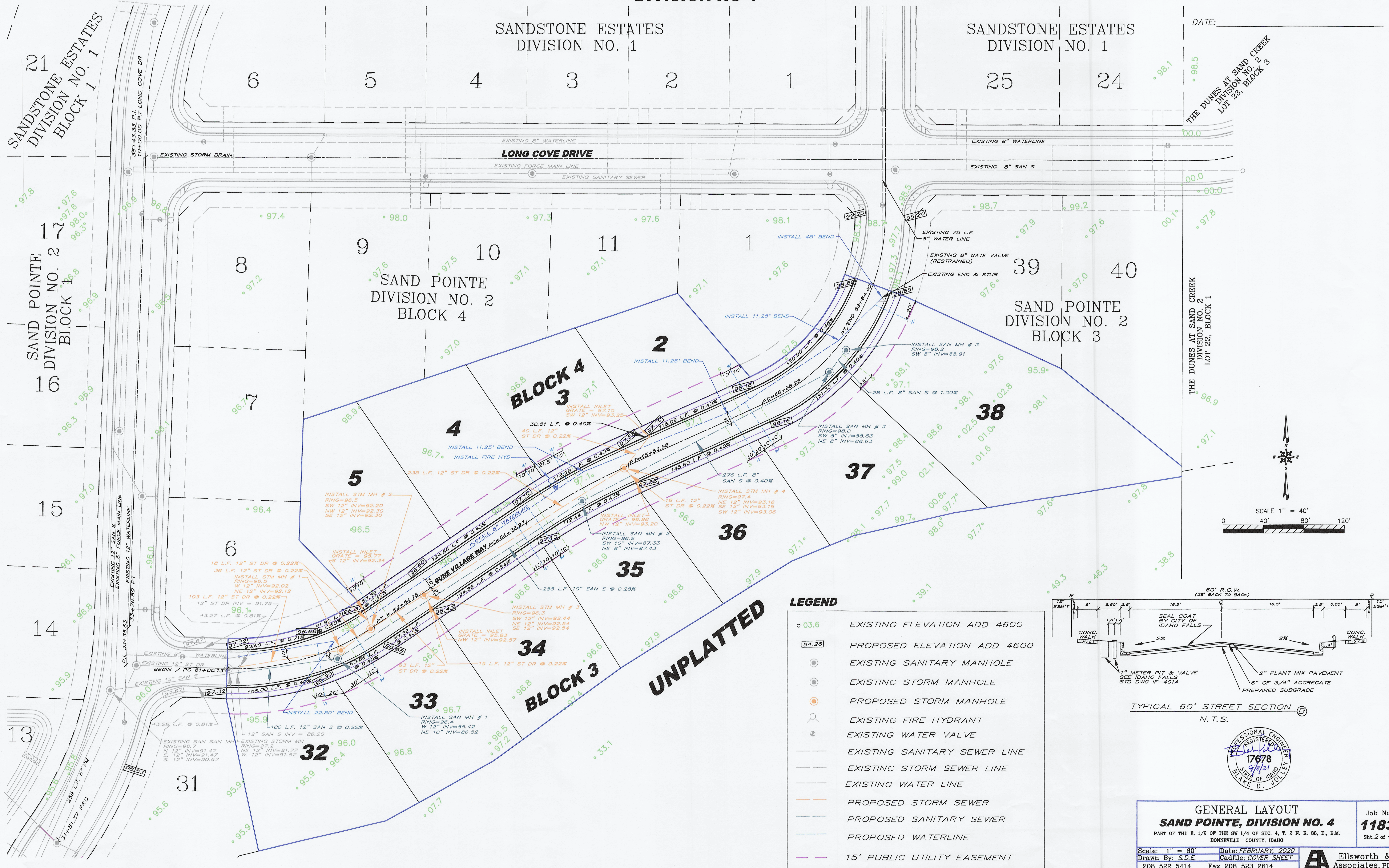
**SAND POINTE
DIVISION NO. 4**

FILE NO.	DRAWN BY:	DATE PLOTTED:	SHEET NO.
SAND POINTE # 4	SDE	2-24-2021	
SCALE:	CHECKED BY:	REVIEW NO.:	
1" = 60'	BJ	1	1 of 4

**IMPROVEMENT DRAWINGS
SAND POINTE
DIVISION NO 4**

APPROVED BY: _____
CITY OF IDAHO FALLS

DATE: _____



LEGEND

○ 03.6	EXISTING ELEVATION ADD 4600
□ 94.26	PROPOSED ELEVATION ADD 4600
●	EXISTING SANITARY MANHOLE
●	EXISTING STORM MANHOLE
●	PROPOSED STORM MANHOLE
●	EXISTING FIRE HYDRANT
●	EXISTING WATER VALVE
---	EXISTING SANITARY SEWER LINE
---	EXISTING STORM SEWER LINE
---	EXISTING WATER LINE
---	PROPOSED STORM SEWER
---	PROPOSED SANITARY SEWER
---	PROPOSED WATERLINE
---	15' PUBLIC UTILITY EASEMENT

**GENERAL LAYOUT
SAND POINTE, DIVISION NO. 4**
PART OF THE E. 1/2 OF THE SW 1/4 OF SEC. 4, T. 2 N. R. 36, E., B.M.
BONNEVILLE COUNTY, IDAHO

Scale: 1" = 60'
Date: FEBRUARY, 2020
Drawn By: S.D.E.
Cadfile: COVER SHEET

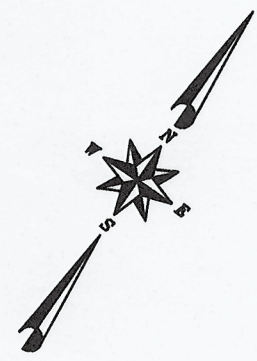
Job No. **1183**
Sht. 2 of 4

208 522 5414
253 1st Street,
Idaho Falls, ID. 83401

EA Ellsworth &
Associates, PLLC
Engineers & Land Surveyors



HORIZONTAL SCALE 1" = 40'
SCALE 1" = 40'
VERTICAL SCALE 1" = 4'



CURVE TABLE				
CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE
C1	244.06'	S.73°48'00"W.	152.05'	36°18'00"
C2	671.95'	S.60°35'00"W.	115.57'	09°32'00"
C3	207.43'	S.42°34'29"W.	161.71'	45°53'03"

APPROVED BY: _____
CITY OF IDAHO FALLS

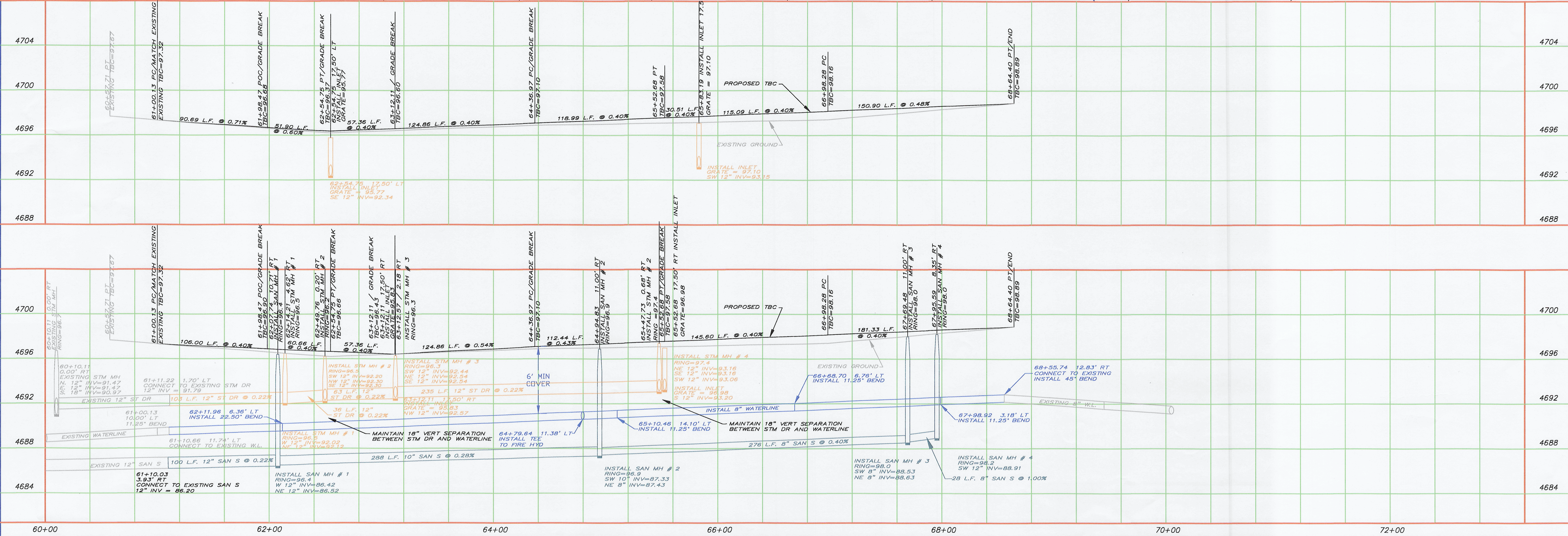
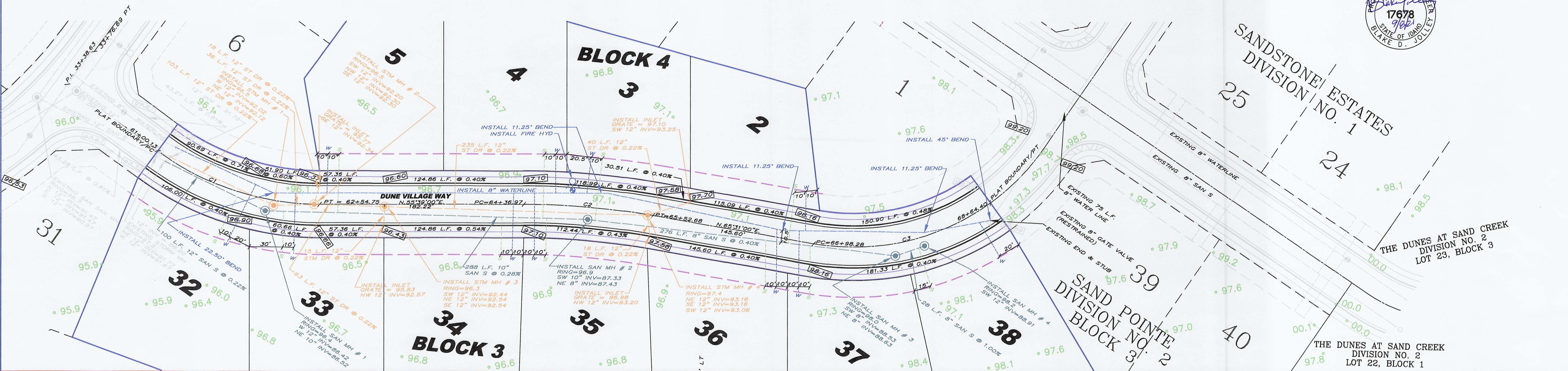
DATE: _____

PLAN AND PROFILE
DUNE VILLAGE WAY

SAND POINTE, DIVISION NO. 4
CITY OF IDAHO FALLS IDAHO

Job No.
1183
Sht. 3 of 4

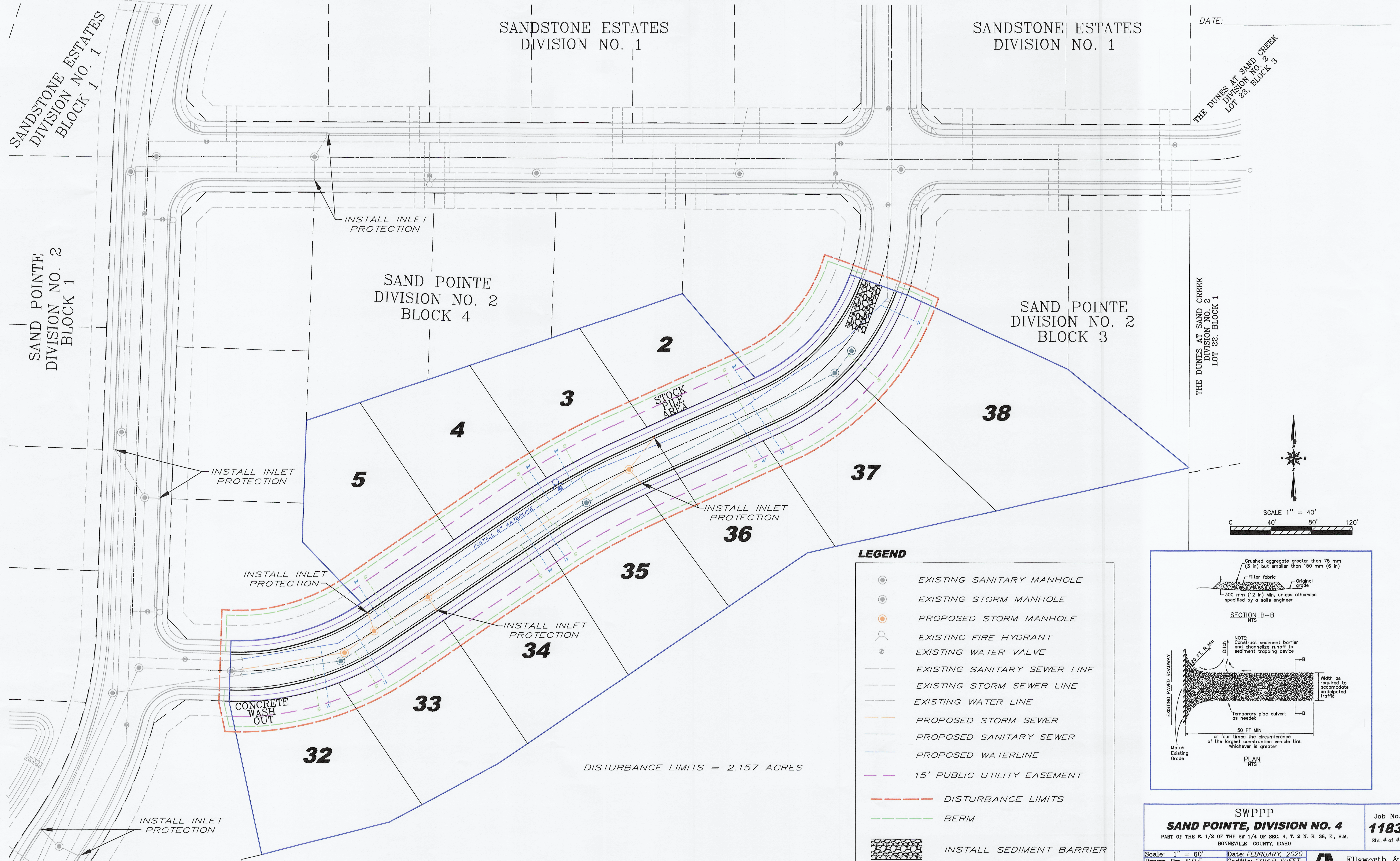
Scale: 1" = 40' Date: JUNE, 2018
Drawn By: S.D.E. Cadfile: DUNE VILLAGE WAY
208 522 5414 Fax 208 523 2614
253 1st Street, Idaho Falls, ID. 83401



**IMPROVEMENT DRAWINGS
SAND POINTE
DIVISION NO 4**

APPROVED BY: _____
CITY OF IDAHO FALLS

DATE: _____



STAFF REPORT
FINAL PLAT
Sand Pointe Division 4,
October 14, 2021



Community
Development
Services

Applicant: Ellsworth & Associates, PLLC

Project Manager: Caitlin Long

Location: Generally, North of Beach Park Dr, East of Glass Mountain Blvd, South of Long Cove Dr, West of S 25th E

Size: 5.669 acres

Lots:

Total: 11

Buildable: 11

Average Lot Size:

18,295.2 sq. ft. (0.42 acres)

Existing Zoning:

Site: RP

North: RP

South: RP

East: RP

West: County A-1

Existing Land Uses:

Site: Vacant

North: Residential

South: Residential

East: Residential

West: Residential

Future Land Use Map:

Low Density Residential

Attachments:

1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Final Plat

Requested Action: To recommend approval of the final plat for Sand Pointe Division 4.

History: This parcel was annexed in September 2016 and zoned RP-A. This was rezoned to RP in 2018 with the City-wide initiated Zoning change. The Preliminary plat for Sand Pointe was approved in August 2016.

Staff Comments: The property is zoned RP. All the proposed lots exceed the minimum requirements for the RP Zone. The plat is consistent with the approved preliminary plat. The plat includes 11 single dwelling unit lots.

Access to the development will come from south of the development at 65th South. A connection from the north also exists with Long Cove Drive. Lots 32-38 backs up to open space, in this case the Dunes.

Staff Recommendation: Staff has reviewed the final plat and finds that it complies with the Subdivision Ordinance and consistent with the development standards of the RP Zone. Staff recommends approval of the plat.

Subdivision Ordinance: Boxes with an “X” indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	N/A
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	N/A
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	N/A
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Local

Section 10-1-9A

(9) If the final plat conforms to the provisions of this Chapter and all other applicable State or Federal laws, or local ordinances, the Council shall approve the final plat and authorize the Mayor and Clerk to sign the original plat.

Zoning Ordinance:**11-3-3: Purpose of Residential Zones,****(B) RP Residential Park Zone**

This zone provides a residential zone which is representative of an automobile-oriented, suburban development pattern and characterized by large lots. The principal use permitted in this Zone shall be single unit dwellings.

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.**Table 11-3-1: Standards for Residential Zones**

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

Comprehensive Plan Policies:**Residential development should reflect the economic and social diversity of Idaho Falls.**

New and existing development should foster inclusiveness and connectivity through mixed housing types and sizes. Neighborhood connections through paths, parks, open spaces, and streets. (p 40.)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p.67)

April 6, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Gene Hicks, Lindsey Romankiw, Natalie Black, George Morrison (late tech-difficulties), Joanne Denney, Arnold Cantu.

MEMBERS ABSENT: Joanne Wimborne

ALSO PRESENT: Assistant Planning Directors Kerry Beutler, Naysha Foster, Caitlyn Long and interested citizens.

CALL TO ORDER: Brent Dixon called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: Hicks moved to approve the Minutes of the February 16, 2021 and March 2, 2021 minutes, Cantu seconded the motion. Dixon called for roll call vote: Black, yes; Cantu, yes; Denney, yes; Hicks, yes; Romankiw, yes. and it passed unanimously.

Business:

1. PLAT 21-009: FINAL PLAT. Final Plat for Sand Pointe Division No. 4.

No Applicant appeared.

Caitlyn Long presented the staff report, a part of the record.

Black moved to recommend to the Mayor and City Council approval of the Final Plat for Sand Pointe Division 4, Denney seconded the motion. Dixon called for roll call vote: Black, yes; Cantu, yes; Denney, yes; Hicks, yes; Romankiw, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF SAND POINTE DIVISION NO 4, LOCATED GENERALLY NORTH OF BEACH PARK DR, EAST OF GLASS MOUNTAIN BLVD, SOUTH OF LONG COVE DR, WEST OF S 25TH E.

WHEREAS, the applicant filed an application for a final plat on February 24, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on April 6, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on October 14, 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 City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 5.669-acre parcel located generally North of Beach Park Dr, East of Glass Mountain Blvd, South of Long Cove Dr, West of S 25th E
3. The property is zoned RP and includes 11 single dwelling unit lots.
4. Access to the development will be consistent with the Access Management Plan.
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. The proposed development is consistent with the principles of the City's Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2021

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
SAND POINTE DIVISION NO. 4

This DEVELOPMENT AGREEMENT SAND POINTE DIVISION NO. 4 ("AGREEMENT"), made this 28th day of September, 2021, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and JV ENTERPRISES, LLC., a limited liability company ("DEVELOPER"), whose mailing address is 6406 Glass Mountain Boulevard, Idaho Falls, ID 83404.

WITNESSETH:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within the CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and,

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and,

WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and,

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and,

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and,

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference, and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty

shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the

Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a

final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

- A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;
- B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;
- C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;
- D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;
- E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and
- F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording Fees. Prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall obtain a certification upon the plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall state that the water rights for all property within the Subdivision have been transferred from the property and that all liens and assessments of such water delivery entity have been released.

22. Storm Water Discharge Certification. Prior to the acceptance and approval of Final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the Final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the Final Improvement Plans is approved and accepted by such entity.

23. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

26. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

27. Non-Discrimination. DEVELOPER 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.

28. Effective Date. This AGREEMENT shall become valid and binding only upon its

approval by CITY Council of CITY and upon its execution by the Mayor.

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

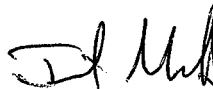
ATTEST:

CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

JV ENTERPRISES, LLC.

By  _____
Justin Miller

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 Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that 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.

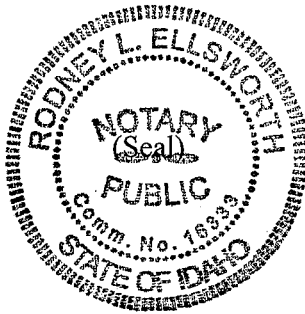
(Seal)

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

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 28 day of September, 2021, before me, the undersigned, a notary public, in and for said State, personally appeared Justin Miller, known or identified to me to be the authorized signator for JV Enterprises, LLC., 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 said company.

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



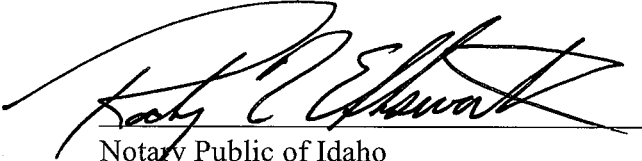

Notary Public of Idaho
Residing at: Jefferson Co.
My Commission Expires: 7-11-2026

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION

SAND POINTE DIVISION NO. 4

Commencing at the Center $\frac{1}{4}$ Corner of Section 4, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S.00°09'22"W. along the Section line 303.59 feet to the Southeast corner of Lot 40, Block 3, Sand Pointe, Division No. 2, a subdivision of the City of Idaho Falls, Bonneville County, Idaho, said point being the TRUE POINT OF BEGINNING; running thence S.00°09'22"W. along the North-South Center Section line 10.00 feet; thence S.80°56'00"W. 228.17 feet; thence S.77°03'16"W. 101.68 feet; thence S.67°41'18"W. 66.40 feet; thence S.57°58'07"W. 200.20 feet; thence S.53°38'41"W. 156.50 feet; thence S.60°50'25"W. 121.56 feet; thence S.76°43'44"W. 129.52 feet to the Southeast corner of Lot 31, Block 3, said Sand Pointe, Division No. 2; thence along said Division No. 2 boundary the following eleven (11) courses; (1) thence N.12°02'00"W. 154.15 feet; (2) thence N.01°57'00"E. 60.00 feet to a point of curve having a radius of 214.06 feet, and a chord that bears N.73°48'00"E. 133.36 feet; (3) thence to the Left along said curve 135.62 feet through a central angle of 36°18'00"; (4) thence N.43°57'10"W. 83.55 feet; (5) thence N.01°57'00"E. 120.00 feet; (6) thence N.71°17'30"E. 390.77 feet; (7) thence S.40°54'43"E. 109.78 feet to a point of curve having a radius of 177.43 feet and a chord that bears N.42°34'29"E. 138.33 feet; (8) thence to the Left along said curve 142.09 feet through a central angle of 45°53'03"; (9) thence S.70°22'03"E. 60.00 feet; (10) thence S.65°08'46"E. 174.51 feet; (11) thence S.50°55'30"E. 153.70 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 246,920 Sq. Ft. or 5.669 acres.

EXHIBIT "B"

SPECIAL CONDITIONS SAND POINTE DIVISION NO. 4

S-C 1.00 Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is Two Thousand Two Hundred Dollars (\$2,200) (11 lots zoned residential at \$200 per lot) (12 lots zoned residential at \$200 per lot) payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this AGREEMENT	\$ 220.00
August 1, 2021	\$ 495.00
November 1, 2021	\$ 495.00
February 1, 2022	\$ 495.00
May 1, 2022	\$ 495.00
 TOTAL	 \$ 2,200.00

S-C 2.00 Surface Drainage Fee. The surface drainage fee for this Subdivision is One Thousand Five Hundred Nine Dollars and Sixty-Eight Cents (\$1,509.68) (201,291 square feet net area at \$.0075 per square foot) payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this AGREEMENT	\$ 150.97
August 1, 2021	\$ 339.68
November 1, 2021	\$ 339.68
February 1, 2022	\$ 339.68
May 1, 2022	\$ 339.67
 TOTAL	 \$ 1,509.68

S-C 3.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by PacifiCorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by PacifiCorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER following annexation.

S-C 4.00 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Six Thousand Seven Hundred Eight-Three Dollars and Twenty-Six Cents (\$6,783.26) (2803 square yards at \$2.42 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY's sole discretion on timing.

S-C 5.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within this Subdivision by DEVELOPER. The storm drainage system shall meet CITY Storm Drainage Policy. The storm pond to be constructed as shown on the improvement drawings. DEVELOPER shall provide for the installation of grass and an irrigation system. Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPERS's heirs, successors, or assigns.



Memorandum

File #: 21-268

City Council Meeting

FROM: Brad Cramer, Director
DATE: Monday, October 4, 2021
DEPARTMENT: Community Development Services

Subject

Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Fairway Estates Division No. 29.

Council Action Desired

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

1. Approve the Development Agreement for Fairway Estates Division No. 29 and give authorization for the Mayor and City Clerk to sign said Final Plat (or take other action deemed appropriate).
2. Accept the Final Plat for Fairway Estates Division No. 29 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Fairway Estates Division No. 29 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is the application for the Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards for Fairway Estates Division No. 29. The Planning and Zoning Commission considered this item at its June 1, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan and Zoning Ordinance, which include many policies and goals related to Good Governance, Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, Survey, and Parks and Rec.

Fiscal Impact

NA

Legal Review

This application has been reviewed by Legal pursuant to applicable law.

Legend

 Fairway 29

 City Limit

Overlays

 PT


 PT&T-1


 PUD

 T-1

 T-2

Zoning

 RE

 RP

 R1


 R2

 TN

 RMH

 R3

 R3A


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 CC

 LC


 HC

 R&D

 LM

 I&M

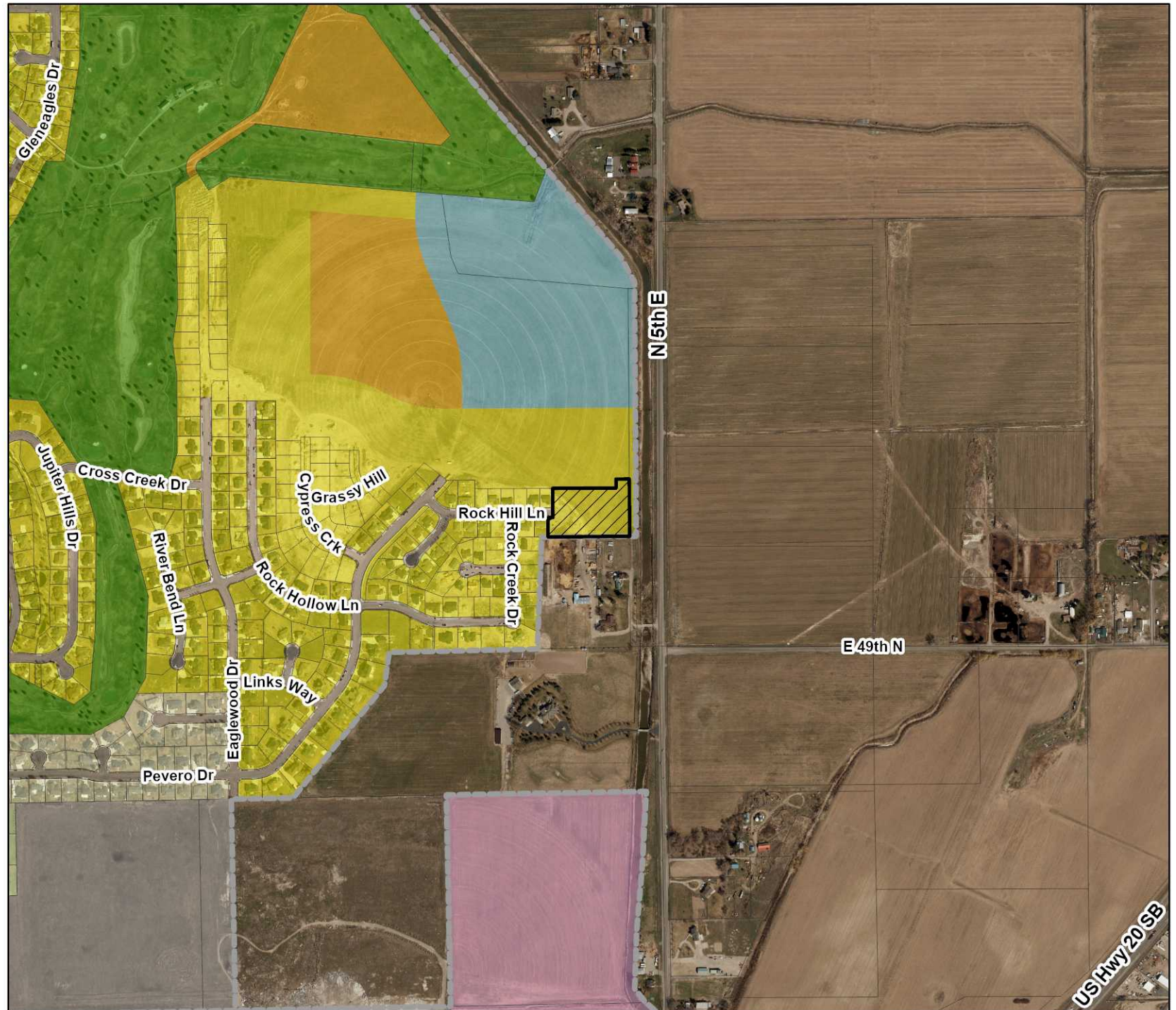
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Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276





Bay Hill Dr

La Costa Dr

Spyglass Cir

Gleneagles Dr

Shadow Creek Dr

Jupiter Hills Dr

Cross Creek Dr

River Bend Ln

Eaglewood Dr

Pevero Dr

Links Way

Rock Hollow Ln

Cypress Crk

Grassy Hill

Rock Hill Ln

Rock Creek Dr

N 5th E

E 49th N

US Hwy 20 SB

US Hwy 20 NB

Haroldsen Dr

- LEGEND**
- PLSS CORNER CONTROL
 - PLACED 5/8" X 24" IRON ROD WITH CAP MARKED HLE P.L.S. 15571
 - PLACED 1/2" X 24" IRON ROD WITH CAP MARKED HLE P.L.S. 15571
 - FOUND 5/8" IRON ROD WITH CAP MARKED L.S. 15571.
 - FOUND 1/2" IRON ROD WITH CAP MARKED L.S. 15571.
 - CENTERLINE ROAD
 - SURVEYED PLAT BOUNDARY LINE
 - LOT LINE
 - SECTION CONTROL LINE
 - PUBLIC UTILITY EASEMENT (P.U.E.)
 - (R1) RECORD BEARING AND DISTANCE FAIRWAY ESTATES DIVISION NO. 21 INSTRUMENT NO. 1579585
 - (R2) RECORD BEARING AND DISTANCE FAIRWAY ESTATES DIVISION NO. 25 INSTRUMENT NO. 1686418
 - POB POINT OF BEGINNING
 - (M) MEASURED DATA

0 25 50 100

SCALE: 1" = 50
@ 18" X 24" ONLY

FAIRWAY ESTATES

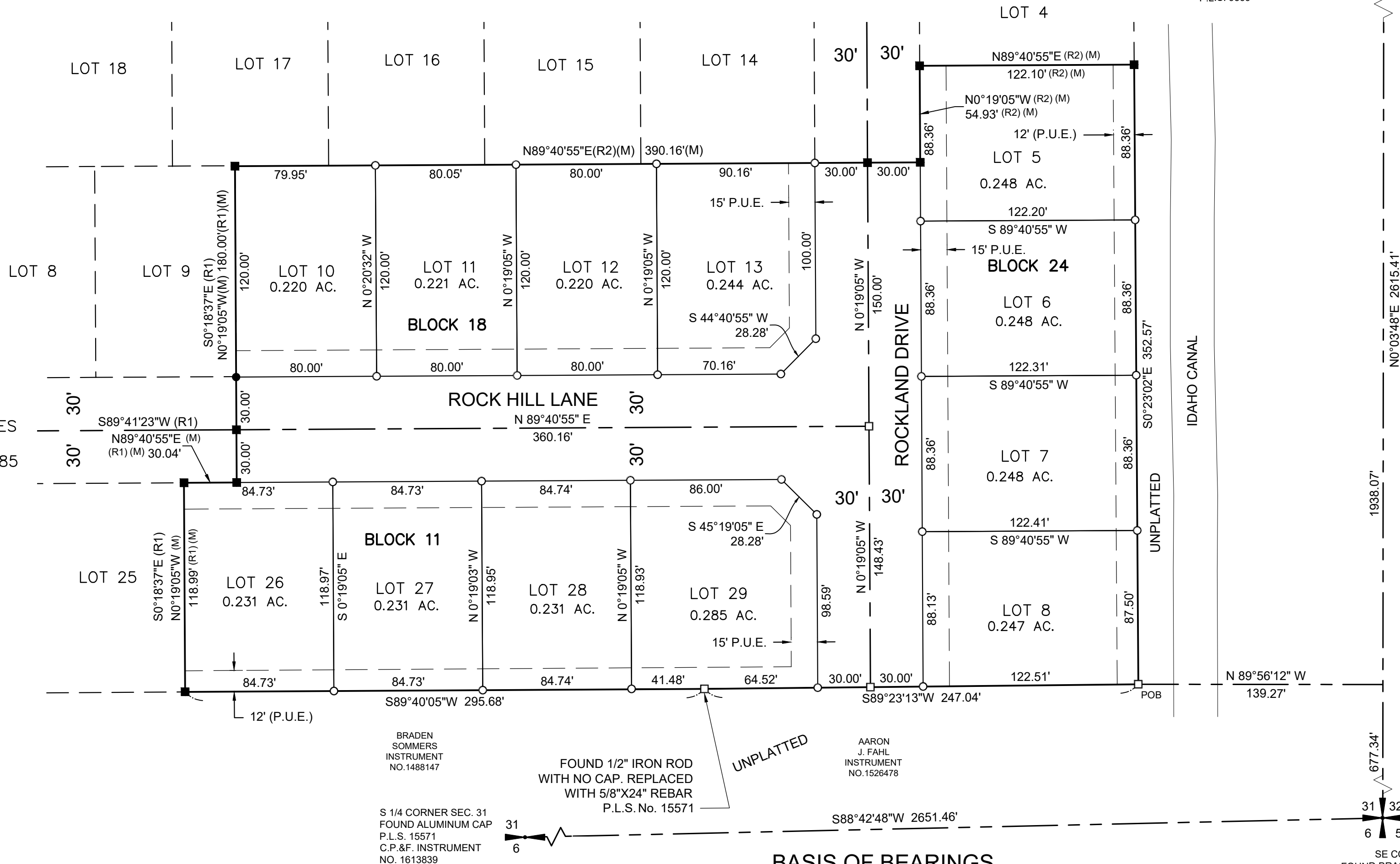
DIVISION NO. 29,
A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
IN THE SE 1/4 OF SECTION 31, T3N, R38 E.B.M.

DEDICATED RIGHT-OF-WAY

TOTAL DEDICATED R-O-W 38,115.6 SQ. FT. (0.875 AC.)

FAIRWAY ESTATES
DIVISION NO. 25
INST No. 1686418

E 1/4 COR SEC 31
FOUND CITY OF I.F. BRASS CAP
CP&F INSTRUMENT NO. 1624289
P.L.S. 9369



THIS LINE IS THE BASIS OF BEARINGS
FOR ALL OTHER LINES ON THIS PLAT.
SEE BASIS OF BEARINGS NOTE HEREON.

BOUNDARY DESCRIPTION

PART OF THE SE 1/4 OF SECTION 31, TOWNSHIP 3 N., RANGE 38 E.B.M., BONNEVILLE COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE N 00°03'48" E 677.34 FEET ALONG THE SECTION LINE; THENCE N 89°56'12" W 139.27 FEET TO THE POINT OF BEGINNING; THENCE S 89°23'13" W 247.04 FEET; THENCE S 89°40'05" W 295.68 FEET TO THE EASTERLY BOUNDARY OF FAIRWAY ESTATES, DIVISION NO. 21, RECORDED AS INSTRUMENT NO. 1579585; THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING THREE (3) COURSES; 1) THENCE N 00°19'05" W 118.99 FEET; 2) THENCE N 89°40'55" E 30.04 FEET; 3) THENCE N 00°19'05" W 180.00 FEET TO THE SOUTHERLY BOUNDARY OF FAIRWAY ESTATES, DIVISION NO. 25, RECORDED AS INSTRUMENT NO. 1686418; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING THREE (3) COURSES; 1) THENCE N 89°40'55" E 390.16 FEET; 2) THENCE N 00°19'05" W 54.93 FEET; 3) THENCE N 89°40'55" E 122.10 FEET; THENCE S 00°23'02" E 352.57 FEET TO THE POINT OF BEGINNING.

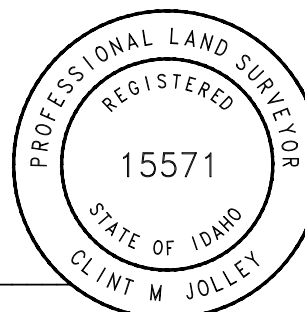
PARCEL CONTAINS 3.749 ACRES, MORE OR LESS.

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO DIVIDE THIS PROPERTY INTO SINGLE DWELLING LOTS. THE CITY OF IDAHO FALLS 2004 CONTROL WAS USED IN THIS SURVEY. BOUNDARY LINES ALONG THE NORTH ARE BASED ON ADJACENT FAIRWAY ESTATES DIVISION NO. 25, (INSTRUMENT NO. 1686418) THE BOUNDARY LINE ALONG THE WEST IS BASED ON ADJACENT FAIRWAY ESTATES DIVISION NO. 21 (INSTRUMENT NO. 1579585) AND FOUND PROPERTY MONUMENTS ALONG DIVISION 25 AND 21. THE BOUNDARY LINE ALONG THE EAST IS BASED ON THE ORIGINAL DEED. THE BOUNDARY LINE ALONG THE SOUTH IS BASED ON THE ORIGINAL DEED AND FOUND MONUMENTS.

BASIS OF BEARINGS

The bearing along this line is the basis for all other bearings listed on this survey. This bearing relates directly to the "City of Idaho Falls Coordinate System of 2004." Which is derived from the Idaho State Plane Coordinate System (East Zone 1101) US Survey feet and using a combined scale factor of 1.000277265 for a grid to ground conversion, (reference frame NAD_83(2011), epoch 2010.0000). The system orientation is based on grid north along the East Zone central meridian. No convergence angle has been applied.



P.L.S. 15571

SUBDIVISION PLAT
FAIRWAY ESTATES, DIVISION NO. 29

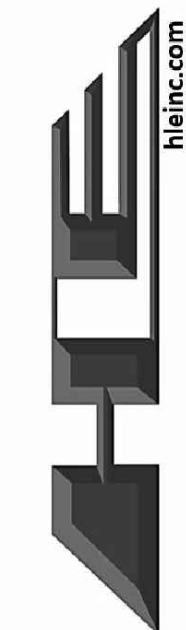
SEC. 31, T. 3 N., R. 38 E.B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO.

1

2

OF SHEETS



CIVIL & STRUCTURAL ENGINEERING
MATERIALS TESTING & LAND SURVEYING
101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212
800 W. Judicial Street, Blackfoot, ID 83221, (208)785-2977
460 Lincoln Street, American Falls, ID 83211, (208)226-5764

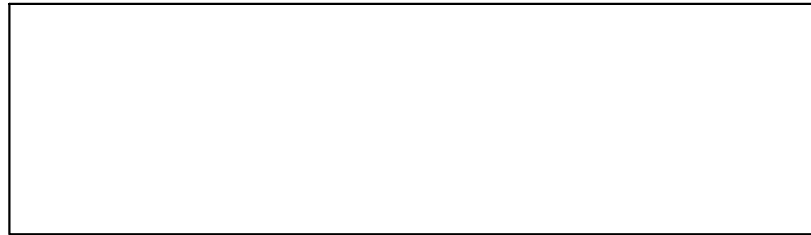
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FAIRWAY ESTATES
DIVISION NO. 29,
A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
IN THE SE 1/4 OF SECTION 31, T3N, R38 E.B.M.

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT FAIRWAY ESTATES, DIVISION NO. 29,
WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

BONNEVILLE COUNTY RECORDER



TREASURER'S CERTIFICATE

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF
BONNEVILLE, STATE OF IDAHO, PURSUANT TO THE REQUIREMENTS OF I.C.
§50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE
FOR THE PROPERTY INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN
HEREON ARE CURRENT.

DATE: _____
BONNEVILLE COUNTY TREASURER

IRRIGATION WATER RIGHTS RELEASE

THE PROPERTY INCLUDED IN THIS PLAT HAS PETITIONED FOR AND BEEN
REMOVED FROM ALL FUTURE IRRIGATION WATER RIGHTS.

DATE: 7-16-2021 INSTRUMENT NO. 1693052

FLOOD PLAIN DESIGNATION

ZONE C, PER COMMUNITY-PANEL NUMBER 160027 0065 C
WITH AN EFFECTIVE DATE OF NOVEMBER 4, 1981

AIRPORT DISCLOSURE

THIS PLAT FALLS WITHIN THE CITY OF IDAHO FALLS AIRPORT
OVERLAY ZONE, ENACTED MAY 9, 2019, AND ALTHOUGH
LOCATED OUTSIDE THE CRITICAL NOISE CONTOURS FOR THE
AIRPORT, OCCASIONAL NUISANCE NOISE FROM AIR TRAFFIC
OVERFLIGHT MAY BE PRESENT.

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF
IDAHO FALLS ADOPTED THIS _____DAY OF _____, 20____.

MAYOR

CITY CLERK

CITY ENGINEER
KENT J. FUGAL, PE 9247

CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS 9755

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

ON THIS _____DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN
AND FOR SAID STATE, PERSONALLY APPEARED KEVIN ALLCOTT, KNOWN OR
IDENTIFIED TO ME TO BE THE PRESIDENT OF CAMBRIDGE DEVELOPMENT INC.
AND THE OFFICER WHO SUBSCRIBED SAID CORPORATION'S NAME TO THE
FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM
CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO EXECUTE
THE SAME FOR AND ON BEHALF OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY
OFFICIAL SEAL THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE
WRITTEN.

NOTARY PUBLIC FOR THE STATE OF _____
RESIDING AT: _____
COMMISSION EXPIRATION DATE: _____

DRINKING WATER SYSTEM CERTIFICATE

PURSUANT TO I.C. §50-1334, THE OWNER DOES HEREBY, CERTIFY THAT ALL
LOTS SHOWN ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER FROM THE
CITY OF IDAHO FALLS MUNICIPAL WATER SYSTEM, AND SAID CITY HAS
AGREED IN WRITING TO PROVIDE CULINARY WATER SERVICE TO SAID LOTS
PURSUANT TO THE PROVISIONS OF TITLE 8, CHAPTER 4 OF THE IDAHO
FALLS CITY CODE AS AMENDED FROM TIME TO TIME.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS

DAY OF _____, 20____.

CAMBRIDGE DEVELOPMENT INC., AN IDAHO CORPORATION

KEVIN ALLCOTT - PRESIDENT

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON
DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND
SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED
SATISFACTION OF SANITARY RESTRICTIONS.

BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR
SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED
WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE
BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE
FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS
OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326,
BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING
OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS

DATE:

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, CAMBRIDGE
DEVELOPMENT INC., AN IDAHO CORPORATION, IS THE LAWFUL OWNER OF THE TRACT OF
LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS
CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS AND STREETS,
WHICH PLAT SHALL HEREAFTER BE KNOWN AS FAIRWAY ESTATES DIVISION NO. 29, A
SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO.

BE IT FURTHER KNOWN, THAT OWNER DOES HEREBY DEDICATE GRANT AND CONVEY TO
THE PUBLIC, ALL STREETS AND RIGHT-OF-WAYS SHOWN HEREON, THAT OWNER ALSO
DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS ALL PUBLIC
EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC
EASEMENTS AS SHOWN AND DESCRIBED HEREON.

OWNER, OR ITS HEIRS AND ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT
STRUCTURE WITHIN OR UPON ANY EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO
FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES SHALL ALSO HAVE
THE RIGHT, TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR
PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED
PURPOSES, SUCH RIGHT MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR ITS
HEIRS, SUCCESSORS OR ASSIGNS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL
NOT PLANT ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY
HINDER THE SAFE AND EFFICIENT UTILIZATION OF SAID EASEMENTS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO
FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES FROM ANY CLAIM FOR
DAMAGES, BASED UPON CONCEALED OR UNDISCLOSED PRIVATE IMPROVEMENTS
CONSTRUCTED OR PERMITTED TO BE CONSTRUCTED BY OWNER OR ITS SUCCESSORS
OR ASSIGNS WITHIN ANY PUBLIC EASEMENTS, SUBSEQUENT TO RECORDING THIS
SUBDIVISION, THAT MAY BE INCURRED AS A RESULT OF THE CITY OF IDAHO FALLS AND
ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES ORDINARY USE OF THE PUBLIC
EASEMENTS WITH DUE CARE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS DO HEREBY WARRANT AND SHALL
DEFEND SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL
POSSESSION OF THE PUBLIC OR THE CITY OF IDAHO FALLS, AS THE CASE MAY BE,
AGAINST SAID OWNER AND ITS HEIRS, SUCCESSORS AND ASSIGNS, AND AGAINST EVERY
PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE
LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE
THIS _____DAY OF _____, 20____.

CAMBRIDGE DEVELOPMENT INC., AN IDAHO CORPORATION

KEVIN ALLCOTT - PRESIDENT

COUNTY SURVEYOR'S VERIFICATION

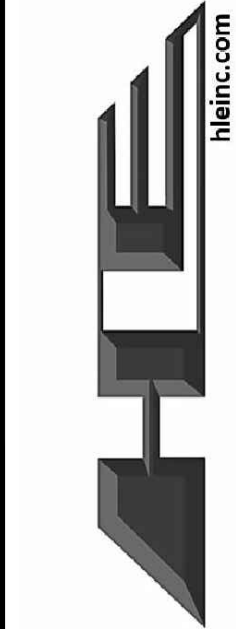
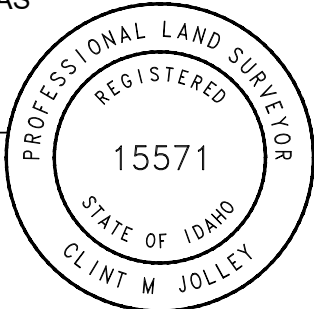
I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE
OF IDAHO AND THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES
WITH I.C. §50-1305.

DATE: _____
BONNEVILLE COUNTY SURVEYOR, SHANE C. REMER PLS 12222

SURVEYOR'S CERTIFICATE

I, CLINT M. JOLLEY, A LICENSED PROFESSIONAL LAND
SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY
THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS
FAIRWAY ESTATES, DIVISION NO. 29, WAS MADE UNDER MY
DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND
CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW
AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS
DESCRIBED HEREON.

P.L.S. 15571



DRAWN BY	DESIGN BY	CHECK BY
RLR	HLE	CMJ
JOB NO: 2021-536		
DATE: September 14, 2021		
REVISIONS		DATE

SUBDIVISION PLAT
FAIRWAY ESTATES ,DIVISION NO. 29
SEC. 31, T. 3 N., R. 38 E.B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO.
2
OF 2 SHEETS

CIVIL & STRUCTURAL ENGINEERING
MATERIALS TESTING & LAND SURVEYING
101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212
800 W. Judicial Street, Blackfoot, ID 83221, (208)785-2977
460 Lincoln Street, American Falls, ID 83211, (208)226-5764

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STAFF REPORT
Final Plat
Fairway Estates Division 29
October 14, 2021



Community
Development
Services

Applicant:
HLE

Project Manager:
Brian J. Stevens

Location:
Generally located North of W
33rd N, East of N 5th W,
South of W 65th N, West of
N 5th E
Size: Approx. 3.75 acres
Lots: 12

Existing Zoning:
Site: R1
North: R1
South: R1
East: R1
West: R1

Existing Land Uses:
Site: Vacant
North: Residential
South: Residential
East: Residential
West: Residential

Future Land Use Map:
Low density

Attachments:
1. Maps
2. Aerials
3. Exhibit
4. Photos

Requested Action: To approve the final plat.

History: This property was annexed in 2019 and different portions received the R1, Single Dwelling Residential, R2, Mixed Residential, and R3A, Residential Mixed Use zones. After looking at the City's aerial records, this property has been agricultural land from 1954 until today.

Staff Comments: The plat includes 12 lots. All 12 lots will be used for residences, the lots meet the requirements for the R1 zone. As part of the preliminary plat a restriction was placed that 120 lots could be developed before the connection to the Lewisville Highway would be required. Currently there are 31 lots available, but Division 26 and Division 29 have accounted for 23 of the remaining 31. The developer has completed Divisions out of order which has created some confusion. Division 29 will remove an additional 12 lots, this will leave 8 lots available after the recording of Division 26, and Division 29. The property will have frontage on both Rock Hill Lane and Rockland Drive. Both streets are classified as local.

Staff Recommendation: Staff has reviewed the Final Plat and finds that it complies with the subdivision ordinance. Staff recommends approval of the plat.

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

REQUIREMENTS	Staff Review
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	X
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Local Streets Rock Hill Lane and Rockland Drive

Comprehensive Plan Policies:

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p. 67)

Zoning:

R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat denser residential environment than is characteristic of the RP Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs

11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential 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>								
	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 ₂	P	P		P	P
Day Care, Group*	C ₁		C ₁	P	P	C ₁	P	P
Day Care, Home	C ₁		C ₁	P	P	C ₁	P	P
Dwelling, accessory unit*	P			P	P		P	P
Dwelling, multi-unit*				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 ₁		C ₁	C ₁	C ₁	C ₁	C ₁	C ₁
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C ₁			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						C ₂		C ₂
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 ₃	C ₃	C ₃	C ₃		C ₃	C ₃	C ₃
Professional Service								P
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P
Recreational Vehicle Park*						C ₂		

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Religious Institution*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Residential Care Facility							P	P
Retail					P*			C ₂
School*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Short Term Rental*	P	P	P	P	P	P	P	P
Transite Station								P

(Ord. 3218, 9-13-18) (Ord. 3277, 10-10-19)

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8

*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.

(Ord. 3218, 9-13-18)

June 1, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Arnold Cantu, Joanne Denney, Gene Hicks, Lindsey Romankiw, George Morrison, Margaret Wimborne.

MEMBERS ABSENT: Natalie Black

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler, Caitlin Long, Brian Stevens and interested citizens.

CALL TO ORDER: Brent Dixon called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

Business:

3. PLAT 21-018: FINAL PLAT. Final Plat for Fairway Estates Division No. 29.

Applicant: Kevin Alcott, 101 Park Ave., Idaho Falls, Idaho. Alcott stated this is an infill between two divisions, with a fill in from Division 21 and Division 25.

Brian Stevens presented the staff report, a part of the record.

Dixon asked if it is the same number as the preliminary plat. Stevens stated that the Final Plat matches perfectly with the preliminary plat. Dixon asked if the property to the south part of the overall development or will it remain in its current state.

Alcott stated that he is not sure on the fire lane, but if it is an issue, he will discuss it. Alcott stated that he doesn't own the ground to the south, but they will provide the stub to it at the City's request. Alcott stated that the number of lots count when they actually sign the development agreements, not when they do the platting, and so when the final development is approved that is when the counts come in.

Hicks asked if there are two connections. Hicks stated that in the current development there is a street that comes up to the canal and stops and if he understands the preliminary discussions, there are two more sections with a few lots in each one before the bridge is required. Alcott and Stevens showed the areas in red that are unplatted divisions that have been applied for and indicated that those areas have the potential of using up the lots, but if the lots are not completed to the development agreement stage, then the lots do not count against the total number.

Wimborne is confused about how many lots are available before the connection is required. Stevens stated that when the preliminary plat first came in the requirement was set in place and it allowed Alcott 120 lots before the bridge was required. Stevens stated that several divisions have come in which have left a remainder of 49 lots, however there are three divisions currently in the process of being recorded, and when all 3 of those divisions are recorded and finished out, he will have a remainder of 8 lots before the bridge is required (120 lots).

There was some discussion about whether it is a directive or agreement and who the agreement is between. Kirkham clarified that it is a condition between the City and the developer.

Cantu moved to recommend to the Mayor and City Council approval of the Final Plat for Fairway Estates Division 29, Morrison seconded the motion. Dixon called for roll call vote: Cantu, yes; Denney, yes; Hicks, yes; Morrison, yes; Romankiw, yes; Wimborne, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF THE FAIRWAY ESTATES DIVISION 29, LOCATED GENERALLY NORTH OF W 33RD N, EAST OF N 5TH W, SOUTH OF W 65TH N, WEST OF N 5TH E.

WHEREAS, the applicant filed an application for a final plat on April 21, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on June 1, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on October 14, 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 City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 3.75 acre parcel located generally North of W 33rd N, East of N 5th W, South of W 65th N, West of N 5th E.
3. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
4. The proposed development is consistent with the principles of the City's Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2021

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
FAIRWAY ESTATES DIVISION NO. 29

This DEVELOPMENT AGREEMENT FAIRWAY ESTATES DIVISION NO. 29 ("AGREEMENT"), made this _____ day of _____, 2021, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and CAMBRIDGE DEVELOPMENT INC., an Idaho corporation ("DEVELOPER"), whose mailing address is 533 W. 2600 S., Ste. #275, Bountiful, UT 84010.

WITNESSETH:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within the CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and,

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and,

WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and,

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and,

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and,

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference, and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty

shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the

Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a

final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

- A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;
- B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;
- C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;
- D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;
- E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and
- F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording Fees. Prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall obtain a certification upon the plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall state that the water rights for all property within the Subdivision have been transferred from the property and that all liens and assessments of such water delivery entity have been released.

22. Storm Water Discharge Certification. Prior to the acceptance and approval of Final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the Final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the Final Improvement Plans is approved and accepted by such entity.

23. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

26. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

27. Non-Discrimination. DEVELOPER 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.

28. Effective Date. This AGREEMENT shall become valid and binding only upon its

approval by CITY Council of CITY and upon its execution by the Mayor.

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


ATTEST:

CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

CAMBRIDGE DEVELOPMENT, INC.

By 
Kevin Allcott

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 Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that 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.

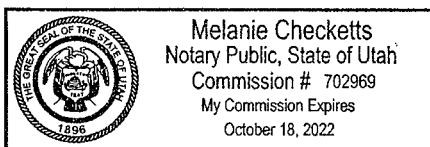
(Seal)

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

STATE OF Utah)
) ss:
County of Davis)

On this 16th day of September, 2021, before me, the undersigned, a notary public, in and for said State, personally appeared Kevin Allcott, known or identified to me to be the authorized signator for Cambridge Development, 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 said company.

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



(Seal)

Melanie Checketts
Notary Public of ~~Idaho~~ Utah
Residing at: Davis County, Utah
My Commission Expires: 10/18/2022

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION

FAIRWAY ESTATES DIVISION NO. 29

PART OF THE SE 1/4 OF SECTION 31, TOWNSHIP 3 N., RANGE 38 EAST B.M.,
BONNEVILLE COUNTY,

IDAHO DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE N00°03'48"
E 678.98 FEET ALONG THE EAST SECTION LINE OF SAID SECTION 31; THENCE S
89°23'13" W 139.28 FEET TO THE POINT OF BEGINNING; THENCE S 89°23'13" W 247.04
FEET; THENCE S 89°40'05" W 295.68 FEET TO THE EASTERLY BOUNDARY OF FAIRWAY
ESTATES, DIVISION NO. 21, RECORDED AS INSTRUMENT NO. 1579585; THENCE
ALONG SAID EASTERLY BOUNDARY THE FOLLOWING THREE (3) COURSES; 1)
THENCE N 00°19'05" W 118.99 FEET; 2) THENCE N 89°40'55" E 30.04 FEET; 3) THENCE N
00°19'05" W 180.00 FEET TO THE SOUTHERLY BOUNDARY OF FAIRWAY ESTATES,
DIVISION NO. 25, RECORDED AS INSTRUMENT NO. 1686418; THENCE ALONG SAID
SOUTHERLY BOUNDARY THE FOLLOWING THREE (3) COURSES; 1) THENCE N
89°40'55" E 390.16 FEET; 2) THENCE N 00°19'05" W 54.93 FEET; 3) THENCE N 89°40'55" E
122.10 FEET; THENCE S 00°23'02" E 352.57 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 3.749 ACRES, MORE OR LESS.

EXHIBIT "B"

SPECIAL CONDITIONS FAIRWAY ESTATES DIVISION NO. 29

S-C 1.00 Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is Two Thousand Four Hundred Dollars \$2,400.00 (12 lots zoned residential at \$200 per lot) payable as follows:

Upon execution of this AGREEMENT: \$ 2,400.00

S-C 2.00 Surface Drainage Fee. The surface drainage fee for this Subdivision is Nine Hundred Thirty-Eight Dollars and Ninety-Four Cents \$938.94 (125,191.44 square feet net area at \$.0075 per square foot) payable as follows:

Upon execution of this AGREEMENT: \$ 938.94

S-C 3.00 Access. Access to this Subdivision shall conform to the Idaho Falls Access Management Policy. If access is to be shared with adjacent properties, DEVELOPER shall enter into cross-access easements with the adjacent property owners.

S-C 4.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within this Subdivision by DEVELOPER. The storm drainage system shall meet CITY Storm Drainage Policy.

S-C 5.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by PacifiCorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by PacifiCorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER following annexation.

S-C 6.00 Traffic Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations as directed by CITY Engineer.

S-C 7.00 Lewisville Highway Connection Improvements. The Preliminary Plat for this development approved by CITY Planning and Zoning Commission references a restriction for development of lots not zoned R-1 to the north of this Subdivision. There was also a revised Preliminary Plat where a commitment was made to limit the remaining lots to be platted to thirty-one (31) additional lots prior to the improvements/connection to the Lewisville Highway to be completed for this Subdivision. The subject of this Development Agreement uses twelve (12) lots of the available thirty-one (31) lots, leaving a balance of nineteen (19) lots to be platted before the above-referenced connection/improvements are required.

S-C 8.00 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Five Thousand Eight Hundred Twenty-Seven Dollars and Thirty-Six Cents (\$5,827.36; 2,408 square yards at \$2.42 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY's sole discretion on timing.



Memorandum

File #: 21-273

City Council Meeting

FROM: Brad Cramer, Director
DATE: Tuesday, October 5, 2021
DEPARTMENT: Community Development Services

Subject

Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Good Harbor Subdivision.

Council Action Desired

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

1. Approve the Development Agreement for Good Harbor Subdivision and give authorization for the Mayor and City Clerk to sign said Final Plat (or take other action deemed appropriate).
2. Accept the Final Plat for Good Harbor Subdivision and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Good Harbor Subdivision and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is the application for the Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards for Good Harbor Subdivision. The Planning and Zoning Commission considered this item at its April 6, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan and Zoning Ordinance, which include many policies and goals related to Good Governance, Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, Survey, and Parks and Rec.

Fiscal Impact

NA






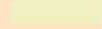

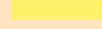









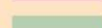
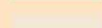



Legal Review

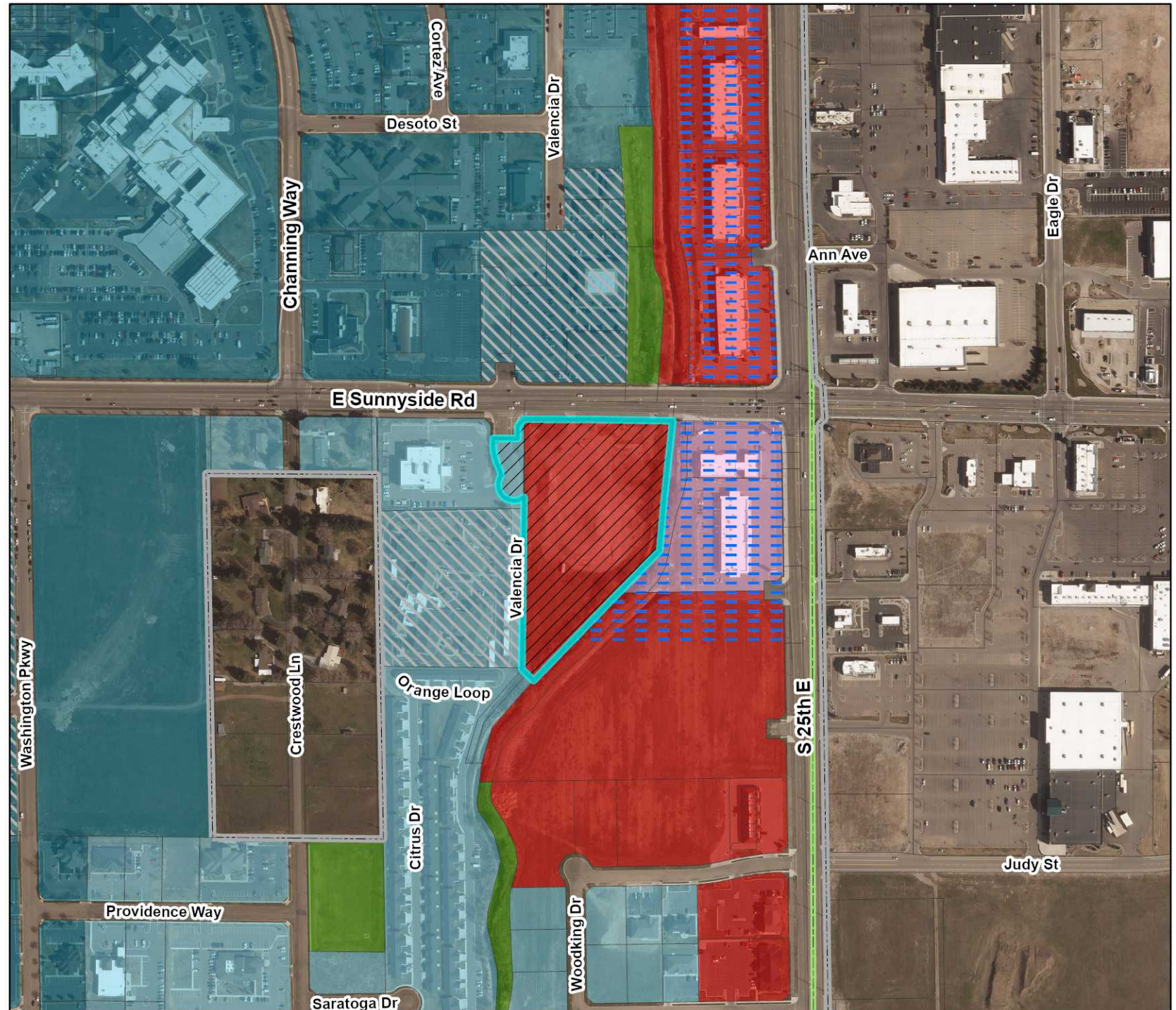
This application has been reviewed by Legal pursuant to applicable law.

Legend

-  Good Harbor
-  City Limits
-  Area of Impact

Overlays

-  PT
-  PT&T-1
-  PUD
-  T-1
-  T-2
-  RE
-  RP
-  R1
-  R2
-  TN
-  RMH
-  R3
-  R3A
-  PB
-  DT
-  CC
-  LC
-  HC
-  R&D
-  LM
-  I&M
-  P





E 25th St

S Woodruff Ave

Claremont Ln

Delmar Dr

Charla Dr

Nina Dr

Balboa Dr

Glenwood Dr

Barbara Ave

Coronado St

Channing Way

Cortez Ave

Desoto St

Valencia Dr

Brianne Ave

Derrald Ave

Ann Ave

Eagle Dr

Owen St

Dove Dr

Teton St

Hillman Dr

Rawson St

Owen St

Molen St

Rose Dale Ln

E Sunnyside Rd

Antler Dr

Madison Ave

Elk Creek Dr

Merlin Ct

Potomac Way

Strawberry Pl

Shady Pines Dr

Brookview Dr

Daffodil Pl

Lexington

Kentucky Ave

Harrington Rd

Washington Pkwy

Providence Way

Saratoga Dr

Pointe Hunter Ln

Old Stone Ln

Mikayla Ln

Crestwood Ln

Citrus Dr

Valencia Dr

Woodking Dr

Jafer Ct

S 25th E

Judy St

Stonehaven Cir

Courtyard Cir

Brookstone Cir

Taylorview Ln

Stonehaven Dr

Hidden Hvn

Stonegate Dr

Rich Ln

Ray St

Brownstone Cir

Stonewood Cir

Summerwood Ln

Wackerli Ave

Hayden Pl

Streeter Ave



H:\2019\ID-1596-1902 Leavitt Sunnyside MOB\Project Data\02 CAD\2.03 Sheet Files\Construction Drawings\ID-1596-1902 C.1.3 FINAL PLAT.dwg - C.1.3 - 3/01/2021 11:50am, jalen.fuhrman

STAFF REPORT
Final Plat Good Harbor Subdivision
NE1/4, Section 33, Township 2N, Range 38E
October 14, 2021



Community
Development
Services

Applicant: Horrocks
Engineers

Location: Generally, north of
Woodking Dr., east of
Valencia Dr., South of E
Sunnyside Rd., west of S 25th
E.

Size: Approx. 6.14 acres

Lots: 3 Lots

Existing Zoning: LC
North: PB, P, LC
South: R3A, LC
East: HC
West: R3A

Existing Land Uses:
Site: Undeveloped
North: Commercial
South: Undeveloped
East: Commercial
West: Commercial

Future Land Use Map:
Medical Service Center

Attachments:

1. Subdivision and Zoning
Ordinance Requirements
2. Comprehensive Plan
Policies
3. Maps and aerial photos
4. Preliminary Plat
5. Reasoned Statement

Requested Action: To approve the final plat for Good Harbor
Subdivision.

History: The property was annexed in June of 2019 and zoned LC.
Sunnyside Garden was at this location when the property was
annexed. It has not been platted.

Staff Comments: The final plat consists of 3 lots. There will be
access to Valencia Dr. a local street. Continuation and a cul-de-sac
will be constructed at the end of Valencia and it will be dedicated to
the City. A cross access easement will tee and tie into Sunnyside a
principle arterial, where there will be a left in and right out only and
the cross-access easement will stub to the south east for future
connection to Kingwood Addition. There are not lot size
requirements in the LC zone for commercial uses and no
requirements for street frontage.

Staff Recommendation: Staff has reviewed the final plat and
finds that it complies with the subdivision ordinance and the
development standards of the LC Zone. Staff and the Planning
and Zoning Commission recommend approval of the plat.

Subdivision Ordinance: Boxes with an “X” indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	N/A
Lots have full frontage on, and access to, a dedicated street.	N/A
Residential lots do not have direct access to arterial streets.	N/A
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	X
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	N/A
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	N/A
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Local Street

Comprehensive Plan Policies:

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p.67)
Not only is a compact city convenient but the provision of public facilities is less expensive. Growth does not always occur at the fringe of a community. Vacant lands or underutilized parcels may redevelop to more intensive uses which use existing utilities.

Employment centers, defined as that employment area with a large number of employees per acre, are located adjacent to arterial streets and near support facilities necessary for business. This area of medical and dental

offices is near the regional medical center. As it develops, services for visitors to the medical center and employees will become increasingly important. Such services include motels for patients' families, pharmacies, restaurants, computer support services, and copy centers. (p.69)

Zoning Ordinance:

11-3-5: PURPOSE OF COMMERCIAL ZONES

(C) LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.

Table 11-3-5: Dimensional Standards for Commercial Zones

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	*	50
Setbacks – Minimum in ft.				
Front		20	20*	20
Side			*	
Rear			*	
Landscape buffer contiguous to street* in ft.	7*	15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-3) of this Zoning Code.				

April 6, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Gene Hicks, Lindsey Romankiw, Natalie Black, George Morrison (late tech-difficulties), Joanne Denney, Arnold Cantu.

MEMBERS ABSENT: Joanne Wimborne

ALSO PRESENT: Assistant Planning Directors Kerry Beutler, Naysha Foster, Caitlyn Long and interested citizens.

CALL TO ORDER: Brent Dixon called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: Hicks moved to approve the Minutes of the February 16, 2021 and March 2, 2021 minutes, Cantu seconded the motion. Dixon called for roll call vote: Black, yes; Cantu, yes; Denney, yes; Hicks, yes; Romankiw, yes. and it passed unanimously.

Business:

2. PLAT 21-012: FINAL PLAT. Final Plat for Good Harbor Subdivision.

No Applicant appeared.

Naysha Foster presented the staff report, a part of the record.

Dixon asked if they are required to build the bridge over the canal as part of the development agreement. Foster indicated that they are not required at this time because they have plenty of access, but they thought it would be easier for doctors to get in and out through the future Kingwood Addition. Dixon asked if there is a cross access agreement on the private drive of Valencia. Foster indicated that she didn't research beyond where Valencia will be dedicated to the City. Beutler indicated that they do have shared access agreement. Dixon asked what kind of a street section will be developed on the bulb. Beutler stated that it will be a typical cul-de-sac and then there will be a commercial approach to get into the development.

Cantu moved to recommend to the Mayor and City Council approval of the Final Plat for Good Harbor Subdivision, Romankiw seconded the motion. Dixon called for roll call vote: Black, yes; Cantu, yes; Denney, yes; Hicks, yes; Romankiw, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT FOR GOOD HARBOR SUBDIVISION, LOCATED IN THE NORTH EAST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST, GENERALLY NORTH OF WOODKING DR., EAST OF VALENCIA DR., SOUTH OF EAST SUNNYSIDE RD., WEST OF SOUTH 25TH EAST.

WHEREAS, the applicant filed an application for a final plat on February 26, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on April 6, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on October 14, 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 City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 6.14 acre parcel located generally north of Woodking Dr., east of Valencia Dr., south of E Sunnyside Rd., west of S 25th E.
3. The property is zoned LC.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
5. The plat is consistent with the principles of the City's Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2021

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
GOOD HARBOR SUBDIVISION

This DEVELOPMENT AGREEMENT GOOD HARBOR SUBDIVISION ("AGREEMENT"), made this _____ day of _____, 2021, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and GLENN LEAVITT, LLC., an Idaho limited liability company ("DEVELOPER"), whose mailing address is 1550 Elk Creek Road, Idaho Falls, Idaho 83404.

W I T N E S S E T H:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within the CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and,

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and,

WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and,

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and,

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and,

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference, and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty

shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the

Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a

final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

- A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;
- B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;
- C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;
- D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;
- E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and
- F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording Fees. Prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall obtain a certification upon the plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall state that the water rights for all property within the Subdivision have been transferred from the property and that all liens and assessments of such water delivery entity have been released.

22. Storm Water Discharge Certification. Prior to the acceptance and approval of Final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the Final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the Final Improvement Plans is approved and accepted by such entity.

23. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

26. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

27. Non-Discrimination. DEVELOPER 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.

28. Effective Date. This AGREEMENT shall become valid and binding only upon its

approval by CITY Council of CITY and upon its execution by the Mayor.

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


ATTEST:

CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

GLENN LEAVITT, LLC.

By  _____
Glenn Leavitt

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 Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that 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.

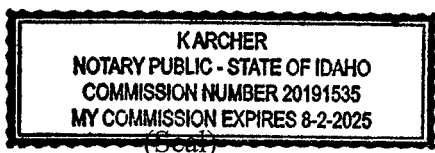
(Seal)

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

STATE OF Idaho)
) ss:
County of Bonneville)

On this BM day of September, 2021, before me, the undersigned, a notary public, in and for said State, personally appeared Glenn Leavitt, known or identified to me to be the authorized signator for Glenn Leavitt, LLC., 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 said company.

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



Karcher
Notary Public of Idaho
Residing at: _____
My Commission Expires: 8/2/25

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION

GOOD HARBOR SUBDIVISION

A PARCEL OF LAND LOCATED IN NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33; THENCE ALONG THE NORTH LINE OF SAID SECTION 33, NORTH 89°23'57" WEST 389.13 FEET; THENCE SOUTH 00°36'03" WEST 57.00 FEET TO THE CENTERLINE OF THE SAND CREEK CANAL AND BEING THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE, SOUTH 05°44'23" WEST 403.22 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, SOUTH 44°16'03" WEST 557.00 FEET TO A NORTHEAST CORNER OF VALENCIA PARK ADDITION DIVISION NO. 2, INSTRUMENT NO. 1555653; THENCE ALONG THE NORTHEAST BOUNDARY LINE OF SAID VALENCIA PARK ADDITION, DIVISION NO. 2 NORTH 45°43'56" WEST 50.01 FEET; THENCE ALONG THE EAST LINE OF SAID VALENCIA PARK ADDITION DIVISION NO. 2, AND THE EAST LINE OF THE FIRST AMENDED PLAT OF VALENCIA PARK DIVISION NO. 1 INSTRUMENT NO. 1269512 NORTH 00°35'42" EAST 528.97 FEET TO A POINT OF NON-TANGENCY ON A 49.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST OF WHICH RADIUS BEARS NORTH 37°52'04" WEST; THENCE NORTHWESTERLY 130.81 FEET ALONG THE ARC OF SAID 49.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 152°57'10" AND A LONG CHORD THAT BEARS NORTH 51°23'29" WEST 95.28 FEET TO A POINT OF REVERSE CURVATURE ON A 29.50 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST OF WHICH RADIUS BEARS NORTH 64°54'54" WEST; THENCE NORTHEASTERLY 23.76 FEET ALONG THE ARC OF SAID 29.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 46°09'02" AND A LONG CHORD THAT BEARS NORTH 02°00'36" EAST 23.12 FEET; THENCE NORTH 21°03'55" WEST 24.99 FEET TO A POINT OF TANGENCY ON A 180.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST OF WHICH RADIUS BEARS NORTH 68°56'05" EAST; THENCE NORTHWESTERLY 68.07 FEET ALONG THE ARC OF SAID 180.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21°39'58" AND A LONG CHORD THAT BEARS NORTH 10°13'56" WEST 67.66 FEET; THENCE NORTH 00°36'03" EAST 9.55 FEET TO THE NORTHERLY LINE OF SAID FIRST AMENDED PLAT OF VALENCIA PARK DIVISION NO. 1; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE COURSES; (1) THENCE SOUTH 89°23'57" EAST 76.43 FEET; (2) THENCE NORTH 00°36'03" EAST 40.00 FEET; (3) THENCE NORTH 45°36'03" EAST 28.28 FEET TO THE NORTHEAST CORNER OF SAID FIRST AMENDED PLAT OF VALENCIA PARK DIVISION NO. 1; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SUNNYSIDE ROAD, SOUTH 89°23'57" EAST 456.96 FEET TO THE POINT OF BEGINNING;

PARCEL CONTAINS 6.523 ACRES, MORE OR LESS.

SUBJECT TO: THE SAND CREEK CANAL RIGHT-OF-WAY ALONG THE EASTERLY LINE OF THE ABOVE DESCRIBED PARCEL.

EXHIBIT "B"

SPECIAL CONDITIONS GOOD HARBOR SUBDIVISION

S.C. 1.00 Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is Fifteen Thousand Two Hundred Thirty-Two Dollars and Fifty Cents \$15,232.50 (6.093 Acres zoned Commercial at \$2,500.00 per Acre); payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this AGREEMENT	\$ 1,523.25
December 1, 2021	\$ 2,284.88
June 1, 2022	\$ 2,284.88
September 1, 2022	\$ 2,284.88
December 1, 2022	\$ 2,284.88
March 1, 2023	\$ 2,284.88
June 1, 2023	\$ 2,284.85
 TOTAL	 \$ 15,232.50

S.C. 2.00 Surface Drainage Fee. The surface drainage fee for this Subdivision is One Thousand Nine Hundred Ninety dollars and Fifty-Eight cents \$1,990.58 (265,411 square feet net area at \$.0075 per square foot) payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this AGREEMENT	\$ 199.06
December 1, 2021	\$ 298.59
June 1, 2022	\$ 298.59
September 1, 2022	\$ 298.59
December 1, 2022	\$ 298.59
March 1, 2023	\$ 298.58
June 1, 2023	\$ 298.58
 TOTAL	 \$ 1,990.58

S.C. 3.00 Traffic Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations as directed by CITY Engineer.

S.C. 4.00 Access to Sunnyside Road. Shall be in accordance with the Bonneville Metropolitan Planning Organization Access Management Plan.

S.C. 5.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by PacifiCorp, dba Rocky

Mountain Power). Any existing electrical infrastructure owned by Pacificorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER following annexation.

S.C. 6.00 Valencia Drive Construction. DEVELOPER desires for CITY to take ownership and maintenance responsibilities for Valencia Drive from Sunnyside to the south end of the cul de sac per the improvement drawings. Prior to CITY acceptance of Valencia Drive, DEVELOPER shall:

- a) Remediate inverted crown; and
- b) Repave and/or patch failing asphalt as needed on portion not being remediated; and
- c) Typical crack seal on portion not being remediated; and
- d) Chip seal the entire portion of Valencia Drive being dedicated to CITY.

CITY shall be responsible for remediations within existing CITY right-of-way ($\pm 2,615$ sf). Pursuant to paragraph 15 of this AGREEMENT, CITY agrees to reimburse DEVELOPER said construction costs within the existing right-of-way subject to review and approval by CITY.

S.C. 7.00 Water Line Connection in Sunnyside Road. CITY agrees to allow DEVELOPER to connect to the water main located in Sunnyside Road, subject to DEVELOPER's payment of the water main connection fees in the amount of Nineteen Thousand One Hundred Two Dollars and Sixty Cents (\$19,102.60; 457 feet currently at \$41.80 per foot), upon execution of this AGREEMENT, pursuant to section 8-4-14 (C) of the City Code. Pursuant to section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER's heirs, successors, or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in such Code sections.

S.C. 8.00 Sewer Main Connection Fee. CITY agrees to allow DEVELOPER to connect to the sewer previously constructed within the Subdivision, subject to DEVELOPER's payment of the sewer main connection charge pursuant to section 8-1-23(C) of the City Code in the amount of Eleven Thousand One Hundred Ninety-Six Dollars Fifty Cents (\$11,196.50; 457 feet; currently at \$24.50 per foot). Mainline connection fee costs will be adjusted accordingly in the event that the connections are not made at time when CITY's fee Resolution reflects the rate referenced herein. Pursuant to Section 8-1-23(B) of the City Code, DEVELOPER or DEVELOPER's heirs, successors, or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to CITY sewer system. Such fees shall be paid in the amounts and manner set forth in such Code Section.

S.C. 9.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY Storm Drainage Policy. The storm pond to be constructed as shown on the approved improvement drawings. DEVELOPER shall provide for the installation of grass and an irrigation system. Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.



Memorandum

File #: 21-265

City Council Meeting

FROM: Brad Cramer, Director
DATE: Friday, October 1, 2021
DEPARTMENT: Community Development Services

Subject

Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 40.96 acres, Southwest ¼ of the Northeast ¼ of Section 26, Township 2 North, Range 37 East.

Council Action Desired

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

1. Approve the Ordinance annexing 40.96 acres, Southwest ¼ of the Northeast ¼ of Section 26, Township 2 North, Range 37 East 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 40.96 acres, Southwest ¼ of the Northeast ¼ of Section 26, Township 2 North, Range 37 East 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 LC, Limited Commercial Zone with Airport Overlay Controlled Development which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 40.96 acres, Southwest ¼ of the Northeast ¼ of Section 26, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its July 20, 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

 ANNX21-010

 City Limit

Overlays

 PT


 PT&T-1

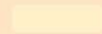
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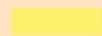
 T-1

 T-2

Zoning


 RE

 RP


 R1

 R2

 TN

 RMH

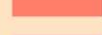
 R3

 R3A

 PB

 CC

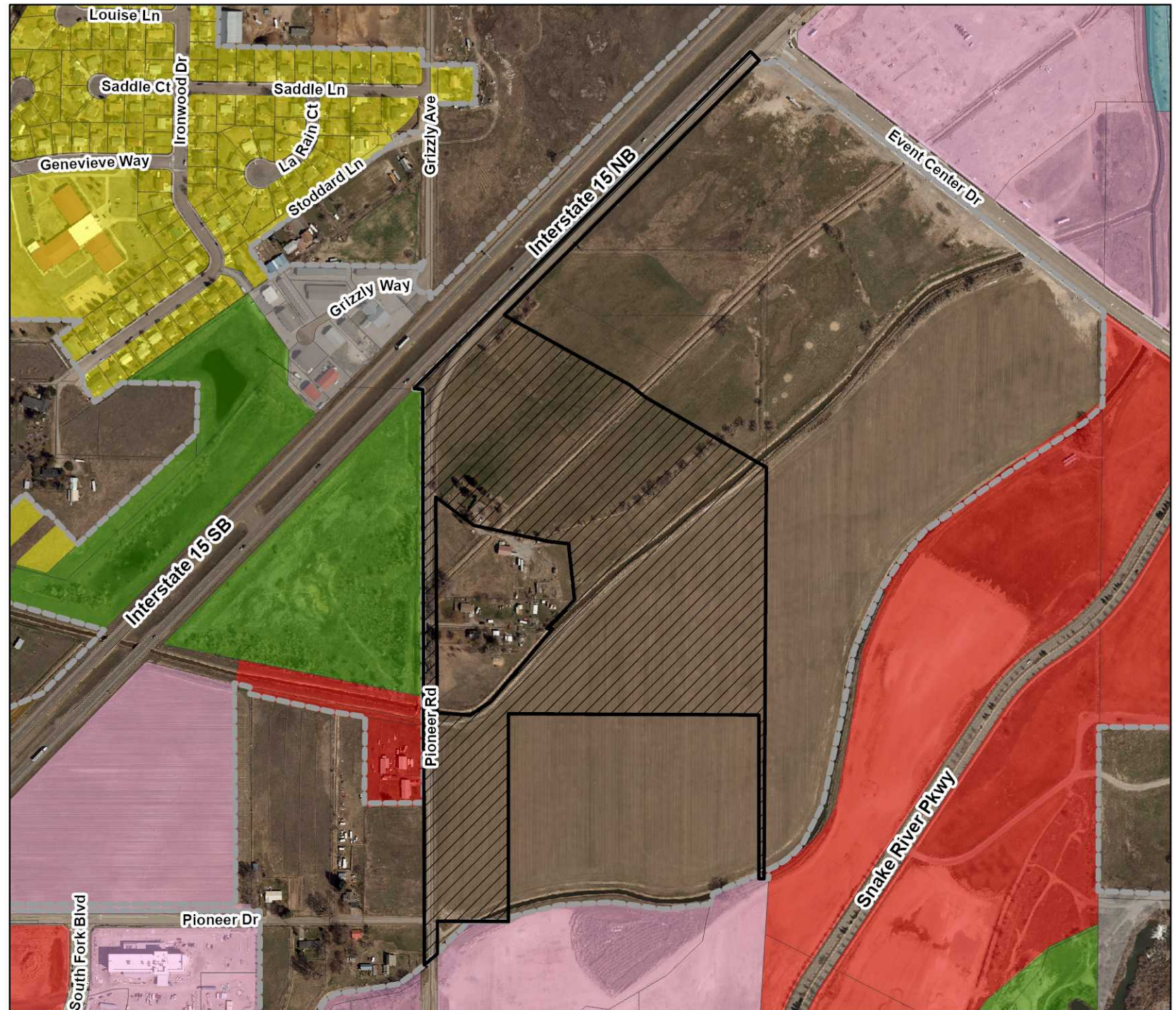
 LC

 HC

 R&D

 LM











 I&M

 P


Legend

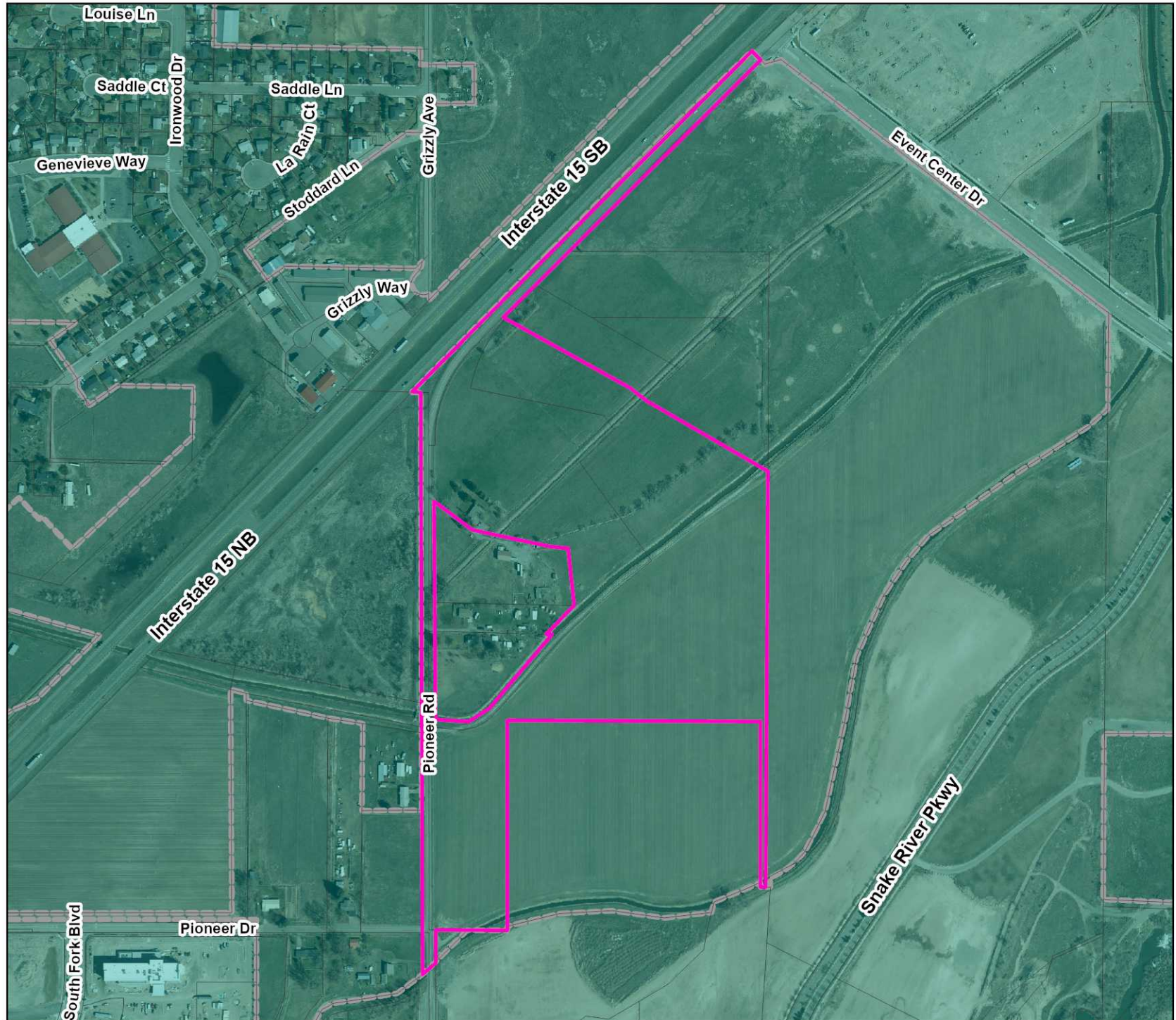
IFRA Off Airport Land Use

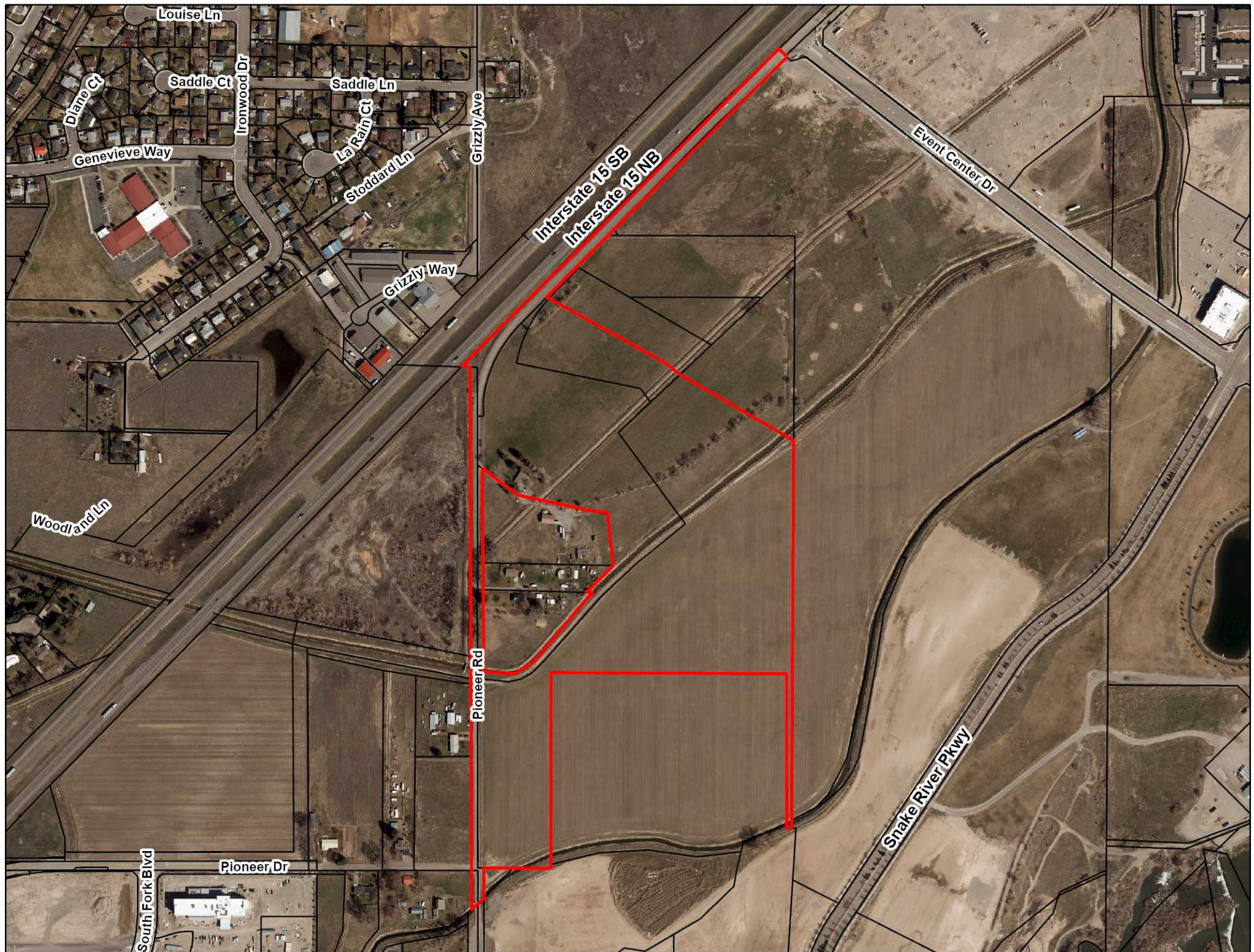
Compatible Land Use

-  Approach Surface
-  Controlled Development
-  Controlled Development Approach Surface
-  Limited Development
-  Limited Development Approach Surface
-  No Development
-  Parcel
-  City Limit
-  Street Names
-  ANNEX21-010






Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276





Annexation and Initial Zoning

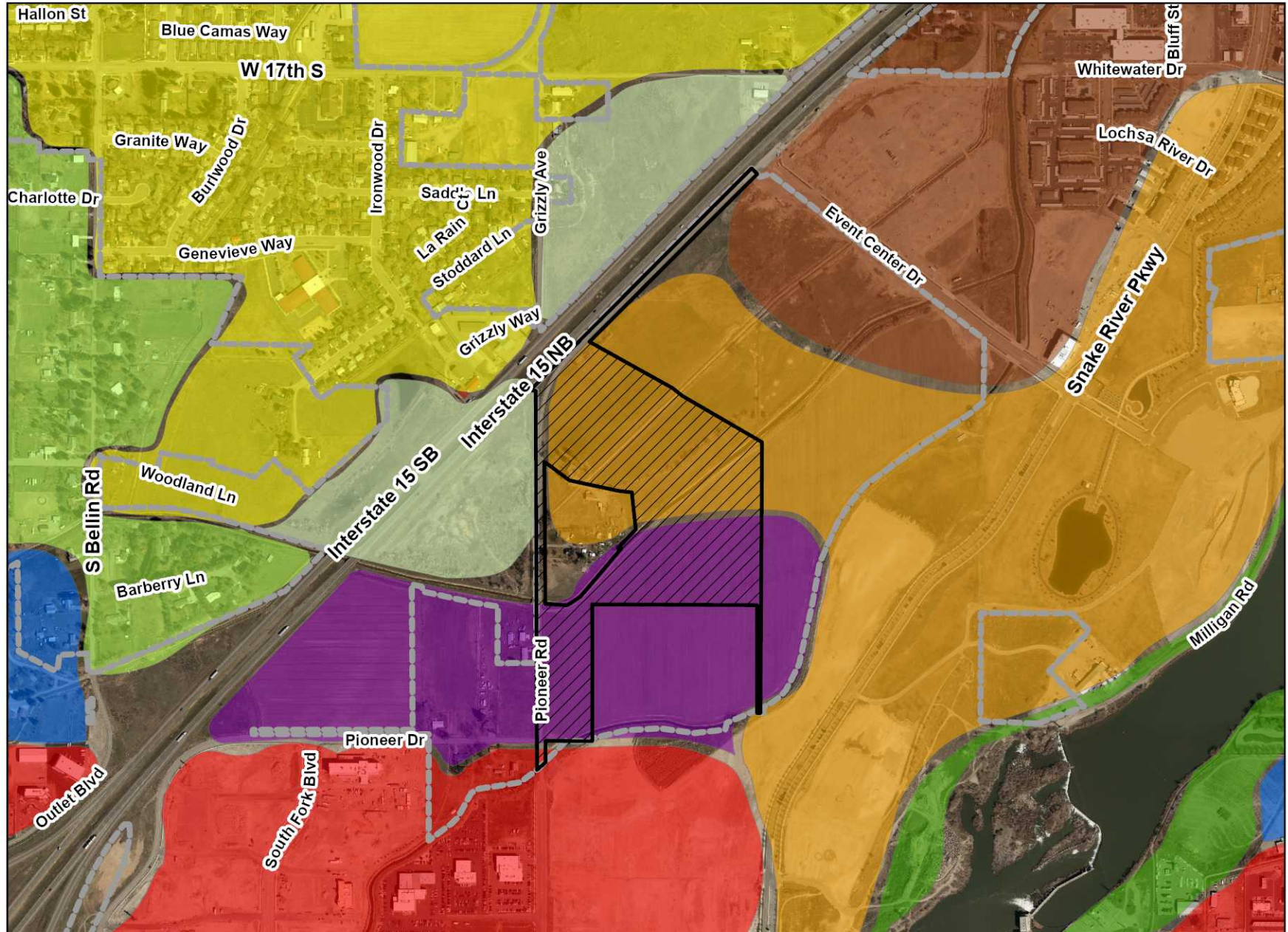
ANNX21-010 Annex and Initial Zoning of LC NW 1/4 Sec 26, T2N, R37E

 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



STAFF REPORT
Annexation and Initial Zoning of LC, Limited Commercial
with Airport Overlay Controlled Development Zone
Approx. 40.96 acres,
NW ¼ Section 26, Township 2 North, Range 37 East
October 14, 2021



Community
Development
Services

Applicant: Eagle Rock Engineering

Project Manager: Kerry Beutler

Location: Generally, North of W Sunnyside Rd, East of Pioneer Dr, South of Interstate 15, West of Snake River Parkway

Size: Approximately 40.96 acres

Zoning:

Existing: County A-1

North: County A-1

South: HC & County A-1

East: County A-1

West: P, LC & County A-1

Proposed Zoning: LC

Existing Land Uses:

Site: Agricultural

North: Agricultural, Vacant

South: Agricultural, Vacant

East: Agricultural, Vacant

West: Residential, Vacant

Future Land Use Map:

Higher Density

Residential, Medical

Service Centers

Attachments:

1. Comprehensive Plan Policies
2. Zoning Information
3. Maps & Aerial Photos

Requested Action: To **recommend** approval of annexation and initial zoning of LC, Limited Commercial with Airport Overlay Zones to the Mayor and City Council.

Staff Comments: The property is located north of Sunnyside Road, south of Interstate 15. The property is currently vacant or being used for agricultural purposes. The property has frontage onto Pioneer Road, both on the east and the north. Pioneer Road is classified as a Major Collector Road. It is currently built to a rural street standard. Development of this property will require bringing Pioneer Road up to city standards. On the north the property has visibility from Interstate 15. The property also has good access to Sunnyside Road to the south. Sewer service is existing along the frontage of Pioneer Road. Water is also in Pioneer Road to the south adjacent to the car dealerships and would be extended as part of development.

Annexation: 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.

Initial Zoning: The proposed zoning is LC, Limited Commercial. The Comprehensive plan identifies this area as Higher Density Residential, Medical Service Centers designations. The LC Zone is consistent with this designation. The Comprehensive Plan discusses creating nodes of higher density residential and mixed uses near arterials.

Staff Recommendation: Staff recommends approval of the annexation and initial zoning of LC as it is consistent with the policies of the Comprehensive Plan.

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)

Regional economic development efforts have targeted industries likely to be attracted to our location. We want to be sure we have the available lands to accommodate these new employers. We want to provide a variety of industrial lands and office parks -- lands that offer opportunities to the more traditional aspects of our economy such as agri-business as well as lands offering an industrial park or office park environment with attractive amenities to "high-tech" businesses, sports and recreation equipment manufacturers, call centers, and other potential employers. (p. 50)

Encourage a number of locations in the City for industry and large employers. There should be a number of modestly sized sites to offer employers a greater choice of locations and convenience to employees. (p. 52)

Assure there are sufficiently large vacant areas within and adjacent to the City to accommodate new industry. Modern one-story buildings with loading and storage facilities may require 50 to 100 acres. Working with Bonneville County and neighboring communities, we need to monitor our supply of vacant industrially zoned land near railroads and major highways with available utilities to assure sites are available to new employers. (p. 53)

To reduce land use conflicts, existing land uses are recognized as starting points for future development patterns (p. 66)

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:

11-3-5: PURPOSE OF COMMERCIAL ZONES

(C) LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Religious Institution*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Residential Care Facility							P	P
Retail					P*			C ₂
School	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Short Term Rental*	P	P	P	P	P	P	P	P
Transite Station								P

(Ord. 3218, 9-13-18)

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.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Commercial				
Proposed Land Use Classification	PB	CC	LC	HC	PT
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 ₂	C ₂	C ₂	
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, 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
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P

Proposed Land Use Classification	PB	CC	LC	HC	PT
Equipment Sales, Rental and Services			P	P	
Food Processing, Small Scale				P	
Food Store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C ₂	C ₂	C ₂	C ₂	C ₂
Industry, Craftsman	P	P	P	P	
Industry, Light		P		P	
Information Technology	P	P	P	P	P
Laundry and Dry Cleaning		P			P
Live-Work*	C ₂	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		C ₃	C ₃		C ₃
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		C ₂	P	P	
Storage Facility, Indoor		P	P	P	P
Storage Facility, Outdoor				P	
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle and Equipment Sales			P	P	
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		C ₂	C ₂	P	

(Ord. 3210, 8-23-18) (Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord 3277, 10-10-19)

Table 11-5-6: Compatible Uses in the Airport Overlay

“N” denotes a use that is not compatible and is prohibited.

“Y” denotes a use that is compatible.

“C” denotes a use that is compatible that meets one or more of the following indicated conditions where applicable:

- a. Residential densities must be less than nine (9) units per acre for areas of parcels located within the sixty five (65) decibel limit on the IFRA Noise Contours Map (located in the City’s Planning Division)
- b. Structures shall be shifted away from runway centerline when possible
- c. A recorded avigation easement is required
- d. A recorded avigation easement is required if within one thousand feet (1000’) of the runway.
- e. Permitted uses will not create bodies of water, or generate smoke, steam, or other visual obstruction
- f. An Airport Disclosure Note is required on plats recorded after the adoption of this Section.

Compatible Land Uses				
Land Use	No Development	Limited Development Approach Surface	Controlled Development Approach	Limited Development
Accessory use	N	C ^{c,f}	Y	Y
Adult Business	N	C ^{c,f}	Y	Y
Agriculture	N	Y	Y	Y
Agriculture Tourism	N	C ^{c,f}	Y	Y
Airport	Y	Y	Y	Y
Amusement Center, Indoor	N	N	Y	Y
Amusement Center, Indoor Shooting Range	N	N	Y	Y
Amusement Center, Outdoor	N	C ^{c,e,f}	C ^e	Y
Animal Care Clinic	N	C ^{C,F}	Y	Y
Animal Care Facility	N	C ^{c,f}	Y	Y
Artist Studio	N	C ^{b,c,e,f}	C ^e	C ^e
Auction, livestock	N	C ^{c,e,f}	Y	Y
Bed and Breakfast	N	N	C ^{a,b,f}	C ^{d,f}
Boarding /Rooming House	N	N	C ^{a,b,f}	C ^{d,f}
Building Contractor Shop	N	C ^{b,c,f}	Y	Y
Building Material, Garden and Farm Supplies	N	C ^{b,c,f}	Y	Y
Cemetery	N	C ^{c,e,f}	C ^e	Y
Club	N	N	Y	Y
Communication Facility	N	C ^{b,c,e,f}	Y	Y
Correctional Facility or Jail	N	C ^{b,c,e,f}	C ^{b,e}	Y
Day Care, all Types	N	C ^{b,c,f}	Y	Y
Drinking Establishment	N	C ^{b,c,f}	Y	Y

Compatible Land Uses				
Land Use	No Development	Limited Development Approach Surface	Controlled Development Approach	Limited Development
Drive-through Establishment	N	C ^{b,c,f}	Y	Y
Dwelling, accessory unit	N	N	C ^{a,b,f}	C ^{d,f}
Dwelling, multi-unit	N	N	C ^{a,b,f}	C ^{d,f}
Dwelling, single unit attached	N	N	C ^{a,b,f}	C ^{d,f}
Dwelling, single unit detached	N	N	C ^{a,b,f}	C ^{d,f}
Dwelling, two unit	N	N	C ^{a,b,f}	C ^{d,f}
Eating Establishment	N	C ^{b,c,f}	Y	Y
Eating Establishment, limited	N	C ^{b,c,f}	Y	Y
Equipment Assembly	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Entertainment and Cultural Facilities	N	N	Y	C ^e
Equipment Sales, Rental and Services	N	C ^{b,c,f}	Y	Y
Financial Institutions N	N	C ^{b,c,f}	Y	Y
Food Processing, small scale	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Food Processing N Cb,c,e,f Cb,e Ce	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Food Store N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Fuel Station N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Fuel Station, super N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Health Care and Social Services N N Y Y	N	N	Y	Y
Higher Education Center N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Home Occupation N N Y Y	N	N	Y	Y
Hospital N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Industry, Craftsman N Cb,c,e,f Cb,e Ce	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Industry, Heavy N Cb,c,e,f Cb,e Ce	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Industry, Light N Cb,c,e,f Cb,e Ce	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Information Technology N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Laundry and Dry Cleaning N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Live-Work	N	N	C ^{a,b,f}	C ^{d,f}
Lodging Facility	N	N	C ^{a,b,f}	C ^{d,f}
Manufactured Home	N	N	C ^{a,b,f}	C ^{d,f}
Medical Support Facility	N	C ^{b,c,f}	Y	Y
Mobile Home Park	N	N	C ^{a,b}	C ^{d,f}
Mortuary	N	N	Y	Y
Park and Recreation Facility	N	N	Y	Y
Parking Facility	C ^{b,c,e,f}	C ^{b,c,f}	Y	Y
Pawn Shop	N	C ^{b,c,f}	Y	Y
Personal Service	N	C ^{b,c,f}	Y	Y
Planned Unit Development	N	N	C ^{a,d,f}	C ^{d,f}
Professional Service	N	C ^{b,c,f}	Y	Y
Public Service Facility	C ^{b,c,e,f}	C ^{b,c,e,f}	C ^{b,e}	C ^e

Compatible Land Uses				
Land Use	No Development	Limited Development Approach Surface	Controlled Development Approach	Limited Development
Public Service Facility, limited	C ^{b,c,e,f}	C ^{b,c,e,f}	C ^{b,e}	C ^e
Public Service Use	C ^{b,c,e,f}	C ^{b,c,e,f}	C ^{b,e}	C ^e
Railroad Freight Terminal and Station	C ^{b,c,e,f}	C ^{b,c,f}	Y	Y
Recreational Vehicle Park	N	N	C ^{a,b,f}	C ^{d,f}
Religious Institution	N	N	Y	Y
Research and Development	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Residential Care Facility	N	N	C ^{a,b,f}	C ^{d,f}
Retail	N	C ^{b,c,f}	Y	Y
School	N	C ^{b,c,f}	Y	Y
Short Term Rental	N	N	C ^{a,b,f}	C ^{d,f}
Storage Facility, Indoor	N	C ^{b,c,f}	Y	Y
Storage Facility, self serve	N	C ^{b,c,f}	Y	Y
Storage Yard	N	C ^{b,c,f}	Y	Y
Terminal Yard, trucking and bus	C ^{b,c,e,f}	C ^{b,c,f}	Y	Y
Transit Station	C ^{b,c,e,f}	C ^{b,c,f}	Y	Y
Vehicle Body Shop	N	C ^{b,c,f}	Y	Y
Vehicle Repair and Service	N	C ^{b,c,f}	Y	Y
Vehicle Sales and Rentals	N	C ^{b,c,f}	Y	Y
Vehicle Washing Facility	N	C ^{b,c,f}	Y	Y
Warehouse	N	C ^{b,c,f}	Y	Y
Warehouse, Wholesale with flammable materials	N	N	C ^b	Y

July 20, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Arnold Cantu, Joanne Denney, Lindsey Romankiw, Margaret Wimborne, Gene Hicks, George Morrison.

MEMBERS ABSENT: Natalie Black

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.

CHANGES TO AGENDA: None.

MINUTES: Wimborne moved to approve the Minutes from July 6, 2021, Denney seconded the motion and it passed unanimously.

Public Hearing (s):

5. ANNX 21-010: ANNEXATION/INITIAL ZONING. Annexation and Initial Zoning of LC.

Dixon opened the public hearing.

Applicant: Kurt Roland Eagle Rock Engineering, 1331 Fremont Ave., Idaho Falls, Idaho. Roland is asking for annexation of 37 acres that butts up against I-15 and Pioneer Road over near the Event Center. Roland is asking for annexation with a proposed zoning of LC.

Beutler presented the staff report, a part of the record.

Dixon asked why there is medical services in this area for the Comprehensive Plan. Beutler stated that the medical services designation is not seen often, but likely the idea was to have medical services on both sides of town, not just on the east, and diversify the medical service industry and close proximity to the Interstate.

No one appeared in support or opposition.

Dixon closed the public hearing.

Dixon asked if this is the development of Snake River Parkway and towards the Event Center. Beutler stated that this area is not part of the master plan for Snake River Landing, but in close proximity.

Wimborne feels this is straight forward.

Wimborne moved to recommend to the Mayor and City Council approval of the annexation of 37.094 acres of the NW ¼ Section 26, Township 2 North, Range 37 East, with initial zoning of LC with the airport overlay, as presented, Romankiw seconded the motion. Dixon called for roll call vote: Cantu, yes; Denney, yes; Hicks, yes; Morrison, yes; Romankiw, yes; Wimborne, yes. The motion 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 APPROXIMATELY 40.96 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 does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in 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 APPROXIMATELY 40.96 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 2)

ANNEXATION BOUNDARY PARCEL 1

BEGINNING AT A POINT THAT IS N.00°02'18"W. ALONG THE NORTH-SOUTH CENTER SECTION LINE 564.61 FEET AND N.88°25'26"E. 17.97 FEET FROM THE CENTER 1/4 CORNER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF PIONEER ROAD AND A POINT OF CURVE WITH A RADIUS OF 549.07 FEET AND A CHORD BEARING N.22°15'12"E. 415.65 FEET; THENCE NORTHERLY FOLLOWING SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) THENCE TO THE RIGHT ALONG SAID CURVE 426.27 FEET THROUGH A CENTRAL ANGLE OF 44°28'55"; (2) THENCE N.44°29'39"E. 156.37 FEET; THENCE S.59°50'37"E. 1172.67 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26; THENCE S.00°19'04"W. ALONG SAID EAST LINE 476.67 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE S.00°19'02"W. ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26 A DISTANCE OF 1114.48 FEET TO THE BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2588; THENCE FOLLOWING ALONG THE BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2588 THE FOLLOWING TWO (2) COURSES: (1) THENCE N.89°45'23"W. 19.99 FEET; (2) THENCE N.00°02'23"W. 17.67 FEET; THENCE N.00°02'23"W. 615.83 FEET; THENCE N.89°45'23"W. 968.92 FEET; THENCE S.00°02'18"E. 787.35 FEET TO THE BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2781; THENCE FOLLOWING ALONG THE BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2781 THE FOLLOWING TWO (2) COURSES: (1) THENCE S.00°02'18"E. 15.99 FEET; (2) THENCE N.89°45'25"W. 150.01 FEET; THENCE N.89°45'25"W. 125.01 FEET; THENCE N.00°02'25"W. 815.40 FEET; THENCE S.86°30'07"E. 127.85 FEET; THENCE N.57°21'35"E. 93.88 FEET; THENCE N.40°47'35"E. 372.08 FEET; THENCE N.88°45'16"W. 25.95 FEET; THENCE N.46°38'01"E. 148.17 FEET; THENCE N.06°12'48"W. 211.57 FEET; THENCE N.77°54'33"W. 375.65 FEET; THENCE N.53°15'35"W. 177.06 FEET; THENCE N.00°02'18"W. 211.51 FEET; THENCE S.88°25'26"W. 7.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.027 ACRES.

Submitted By:

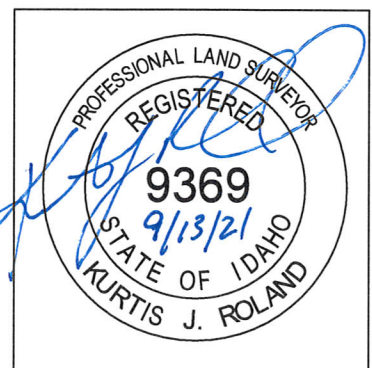
Firm Name: EAGLE ROCK ENGINEERING

Contact Name: KURT ROLAND

Phone Number: 208-542-2665

Email: kroland@erengr.com

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ORIGINAL

EXHIBIT "B"

LEGAL DESCRIPTION (Page 2 of 2)

ANNEXATION BOUNDARY PARCEL 2

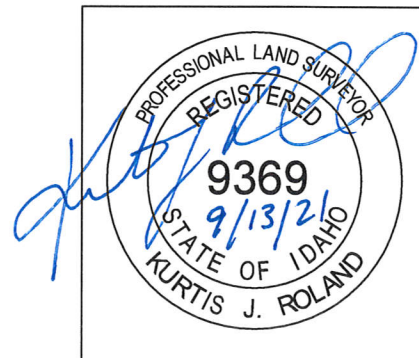
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CONTAINING 4.935 ACRES.

Submitted By:

Firm Name: EAGLE ROCK ENGINEERINGContact Name: KURT ROLANDPhone Number: 208-542-2665Email: kroland@erengr.com

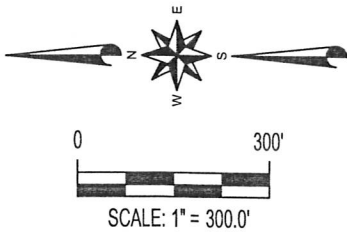
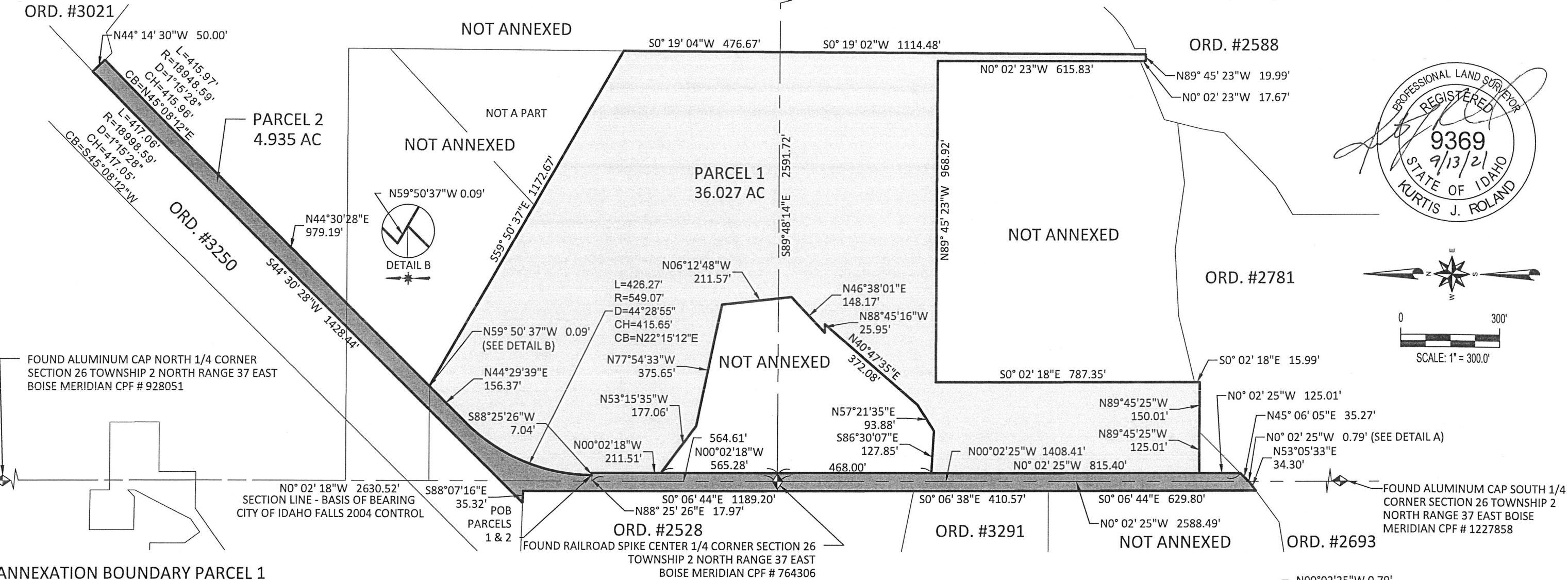
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ORIGINAL

RECORDED WITH THE BONNEVILLE
COUNTY RECORDERS OFFICE AS
INSTRUMENT NO. _____

ANNEXATION ORDINANCE #
AN ANNEXATION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
LOCATED IN SECTION 26,
TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M., BONNEVILLE COUNTY, IDAHO

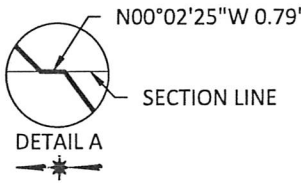


ANNEXATION BOUNDARY PARCEL 1

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ANNEXATION BOUNDARY PARCEL 2

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TOTAL ANNEXATION
ACREAGE=40.962



**EAGLE ROCK
ENGINEERING**

CIVIL • PLANNING • SURVEYING
IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

OFFICES AT:

1331 Fremont Ave.
Idaho Falls, Idaho 83402

310 N 2nd East, Suite 153
Rexburg, Idaho 83440

DRAWN BY:	SCOTT ROWLEY
APPROVED BY:	KURT ROLAND
PROJECT NO.	21069
SCALE:	1"=300'
DATE:	SEPTEMBER
CAD NAME:	ANNEXATION.DWG

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF APPROXIMATELY 40.96 ACRES IN THE NORTH WEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 3 EAST, GENERALLY LOCATED NORTH OF W SUNNYSIDE RD, EAST OF PIONEER DR, SOUTH OF INTERSTATE 15, WEST OF SNAKE RIVER PARKWAY.

WHEREAS, the applicant filed an application for annexation on June 3, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on July 20, 2021; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public hearing on October 14, 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, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 40.96 acres generally located North of W Sunnyside Rd, East of Pioneer Dr, South of Interstate 15, West of Snake River Parkway.
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 Higher Density Residential and Medical Service Centers.
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 #: 21-266

City Council Meeting

FROM: Brad Cramer, Director
DATE: Friday, October 1, 2021
DEPARTMENT: Community Development Services

Subject

Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of LC, Limited Commercial Zone with Airport Overlay Controlled Development, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 40.96 acres, Southwest ¼ of the Northeast ¼ of Section 26, Township 2 North, Range 37 East.

Council Action Desired

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

1. Assign a Comprehensive Plan Designation of "Higher Density Residential and Medical Service Centers" and approve the Ordinance establishing the initial zoning for LC with Airport Overlay Controlled Development 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 LC with Airport Overlay Controlled Development 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 LC with Airport Overlay Controlled Development which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 40.96 acres, Southwest ¼ of the Northeast ¼ of Section 26, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its July 20, 2021, meeting and recommended approval of LC with Airport Overlay by a unanimous vote. Staff recommends the requested zoning of LC with Airport Overlay Controlled Development.

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

 ANNX21-010

 City Limit

Overlays

 PT


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 PUD


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 T-2

Zoning


 RE

 RP

 R1


 R2

 TN

 RMH

 R3

 R3A

 PB


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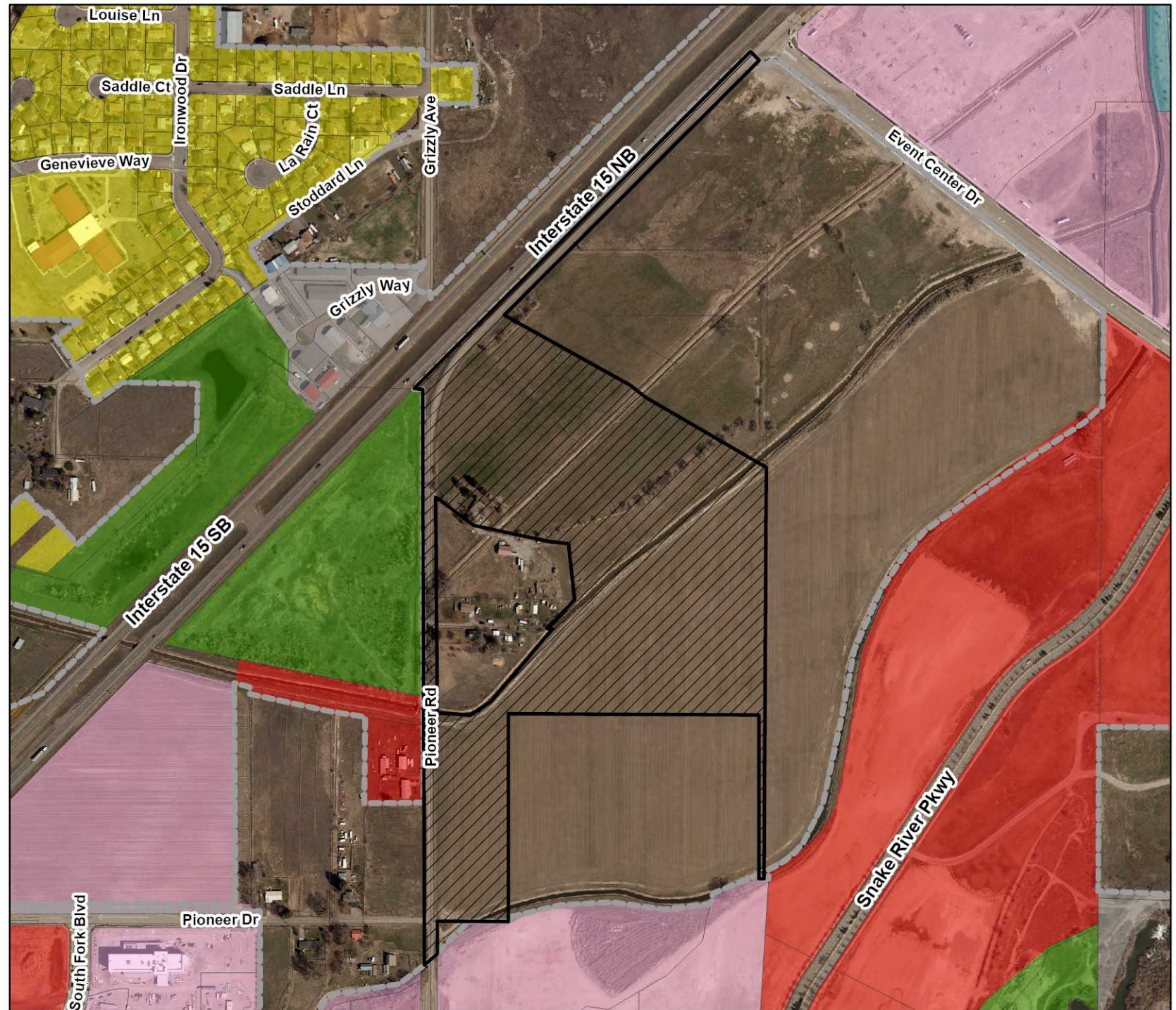
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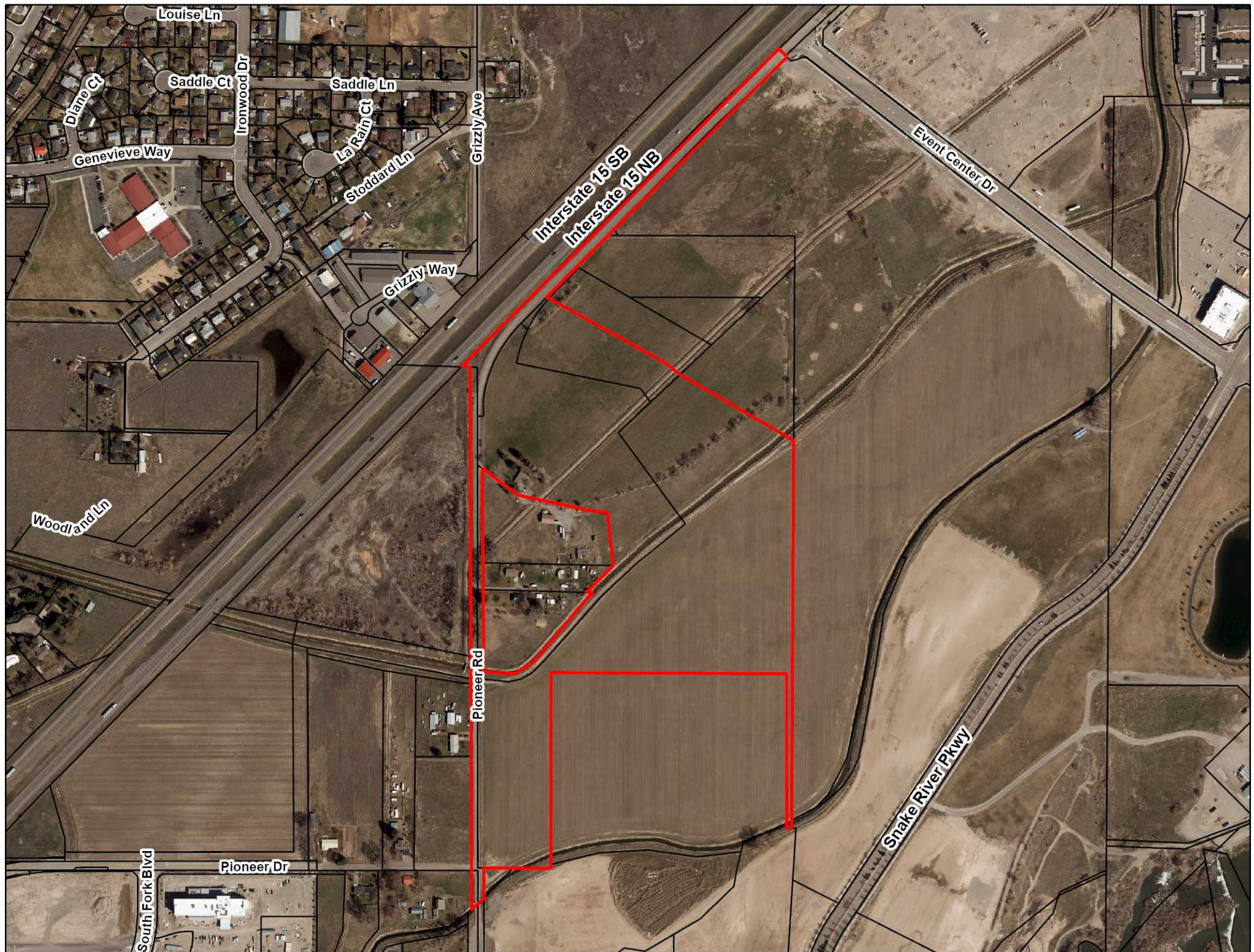
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 R&D

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Annexation and Initial Zoning

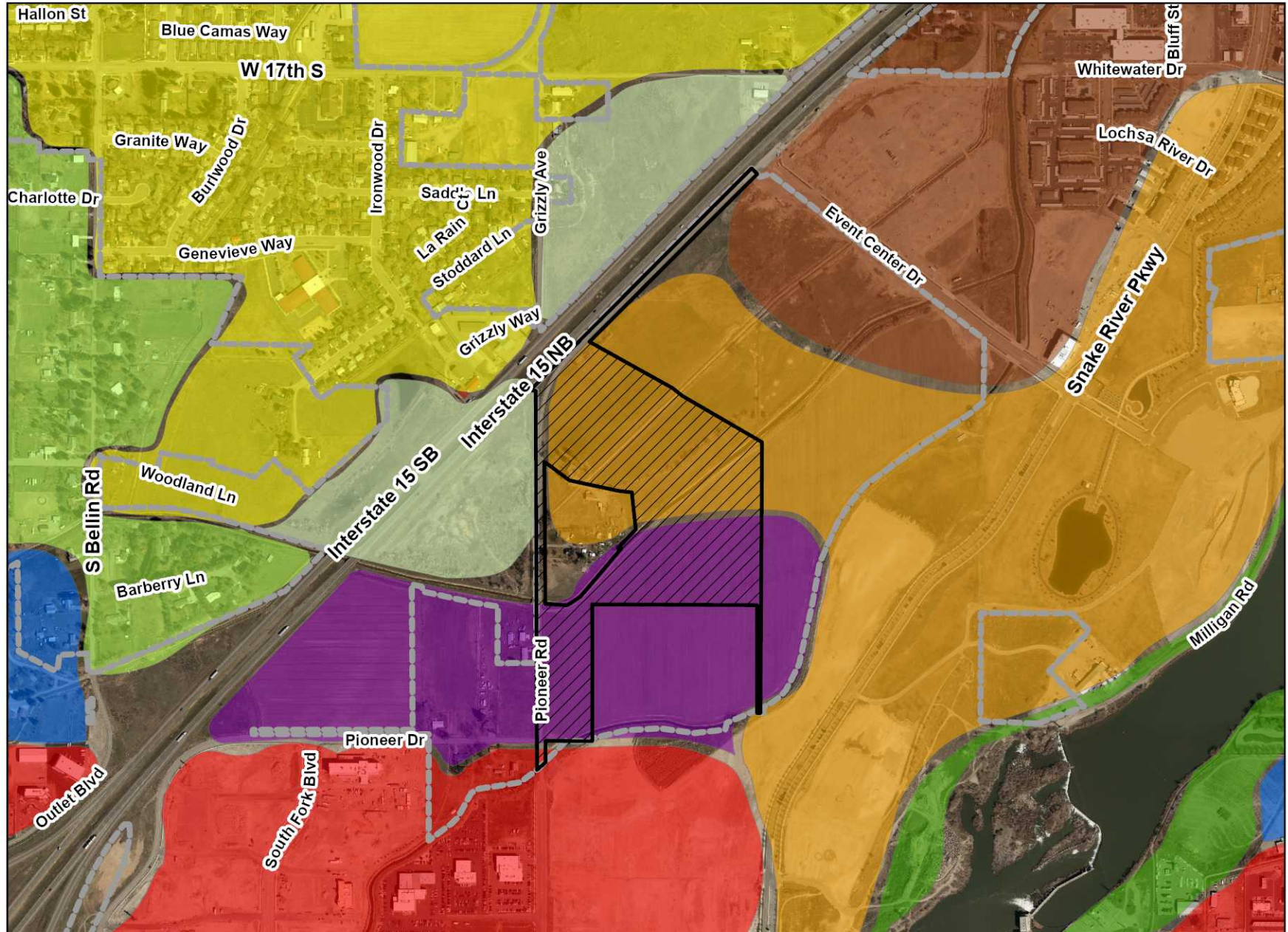
ANNX21-010 Annex and Initial Zoning of LC NW 1/4 Sec 26, T2N, R37E

 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 APPROXIMATELY 40.96 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LC, LIMITED COMMERCIAL ZONE WITH AIRPORT OVERLAY CONTROLLED DEVELOPMENT ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is LC, Limited Commercial Zone with Airport Overlay Controlled Development Zone for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Higher Density Residential and Medical Service Centers”; 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 Residential and Medical Service Centers”; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on July 20, 2021, and recommended approval of zoning the subject property to LC, Limited Commercial Zone with Airport Overlay Controlled Development Zone; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on October 14, 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 Higher Density Residential and Medical Service Centers.

SECTION 2: Legal Description. The lands described in Exhibit A are hereby zoned as LC, Limited Commercial with Airport Overlay Controlled Development Zone.

SECTION 3. Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “LC, Limited Commercial with Airport Overlay Zones” 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 APPROXIMATELY 40.96 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LC, LIMITED COMMERCIAL ZONE WITH AIRPORT OVERLAY CONTROLLED DEVELOPMENT ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton, City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION (Page 1 of 2)

ANNEXATION BOUNDARY PARCEL 1

BEGINNING AT A POINT THAT IS N.00°02'18"W. ALONG THE NORTH-SOUTH CENTER SECTION LINE 564.61 FEET AND N.88°25'26"E. 17.97 FEET FROM THE CENTER 1/4 CORNER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF PIONEER ROAD AND A POINT OF CURVE WITH A RADIUS OF 549.07 FEET AND A CHORD BEARING N.22°15'12"E. 415.65 FEET; THENCE NORTHERLY FOLLOWING SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) THENCE TO THE RIGHT ALONG SAID CURVE 426.27 FEET THROUGH A CENTRAL ANGLE OF 44°28'55"; (2) THENCE N.44°29'39"E. 156.37 FEET; THENCE S.59°50'37"E. 1172.67 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26; THENCE S.00°19'04"W. ALONG SAID EAST LINE 476.67 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE S.00°19'02"W. ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26 A DISTANCE OF 1114.48 FEET TO THE BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2588; THENCE FOLLOWING ALONG THE BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2588 THE FOLLOWING TWO (2) COURSES: (1) THENCE N.89°45'23"W. 19.99 FEET; (2) THENCE N.00°02'23"W. 17.67 FEET; THENCE N.00°02'23"W. 615.83 FEET; THENCE N.89°45'23"W. 968.92 FEET; THENCE S.00°02'18"E. 787.35 FEET TO THE BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2781; THENCE FOLLOWING ALONG THE BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2781 THE FOLLOWING TWO (2) COURSES: (1) THENCE S.00°02'18"E. 15.99 FEET; (2) THENCE N.89°45'25"W. 150.01 FEET; THENCE N.89°45'25"W. 125.01 FEET; THENCE N.00°02'25"W. 815.40 FEET; THENCE S.86°30'07"E. 127.85 FEET; THENCE N.57°21'35"E. 93.88 FEET; THENCE N.40°47'35"E. 372.08 FEET; THENCE N.88°45'16"W. 25.95 FEET; THENCE N.46°38'01"E. 148.17 FEET; THENCE N.06°12'48"W. 211.57 FEET; THENCE N.77°54'33"W. 375.65 FEET; THENCE N.53°15'35"W. 177.06 FEET; THENCE N.00°02'18"W. 211.51 FEET; THENCE S.88°25'26"W. 7.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.027 ACRES.

Submitted By:

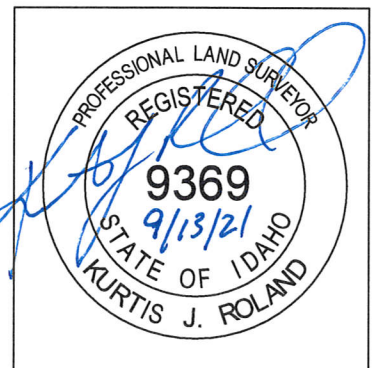
Firm Name: EAGLE ROCK ENGINEERING

Contact Name: KURT ROLAND

Phone Number: 208-542-2665

Email: kroland@erengr.com

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EXHIBIT "B"

LEGAL DESCRIPTION (Page 2 of 2)

ANNEXATION BOUNDARY PARCEL 2

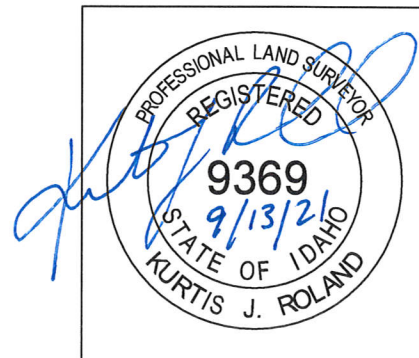
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CONTAINING 4.935 ACRES.

Submitted By:

Firm Name: EAGLE ROCK ENGINEERINGContact Name: KURT ROLANDPhone Number: 208-542-2665Email: kroland@erengr.com

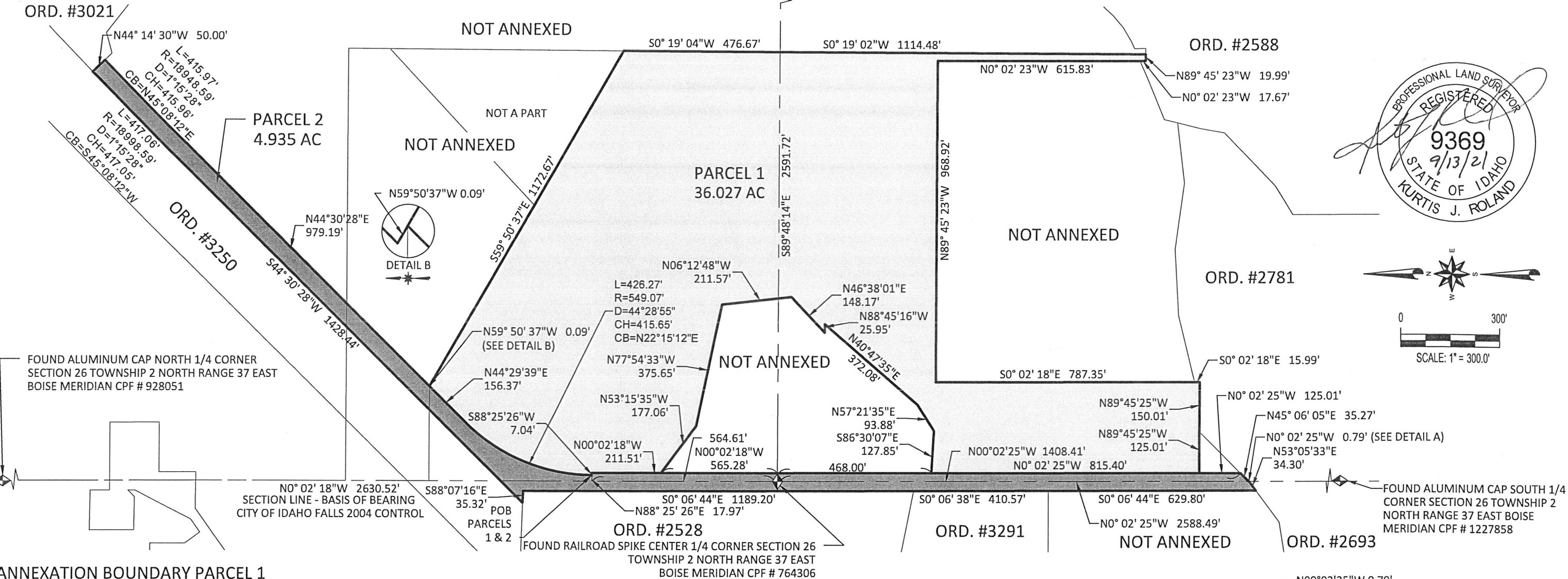
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ORIGINAL

RECORDED WITH THE BONNEVILLE
COUNTY RECORDERS OFFICE AS
INSTRUMENT NO. _____

ANNEXATION ORDINANCE #
AN ANNEXATION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
LOCATED IN SECTION 26,
TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M., BONNEVILLE COUNTY, IDAHO



ANNEXATION BOUNDARY PARCEL 1

BEGINNING AT A POINT THAT IS N.00°02'18"W. ALONG THE NORTH-SOUTH CENTER SECTION LINE 564.61 FEET AND N.88°25'26"E. 17.97 FEET FROM THE CENTER 1/4 CORNER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF PIONEER ROAD AND A POINT OF CURVE WITH A RADIUS OF 549.07 FEET AND A CHORD BEARING N.22°15'12"E. 415.65 FEET; THENCE NORTHERLY FOLLOWING SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) THENCE TO THE RIGHT ALONG SAID CURVE 426.27 FEET THROUGH A CENTRAL ANGLE OF 44°28'55"; (2) THENCE N.44°29'39"E. 156.37 FEET; THENCE S.59°50'37"E. 1172.67 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26; THENCE S.00°19'04"W. ALONG SAID EAST LINE 476.67 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE S.00°19'02"W. ALONG THE EAST LINE OF SAID SECTION 26 A DISTANCE OF 1114.48 FEET TO THE BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2588; THENCE FOLLOWING ALONG THE BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2588 THE FOLLOWING TWO (2) COURSES: (1) THENCE N.89°45'23"W. 19.99 FEET; (2) THENCE N.00°02'23"W. 17.67 FEET; THENCE N.00°02'23"W. 615.83 FEET; THENCE N.89°45'23"W. 968.92 FEET; THENCE S.00°02'18"E. 787.35 FEET TO THE BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2781; THENCE FOLLOWING ALONG THE BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2781 THE FOLLOWING TWO (2) COURSES: (1) THENCE S.00°02'18"E. 15.99 FEET; (2) THENCE N.89°45'25"W. 150.01 FEET; THENCE N.89°45'25"W. 125.01 FEET; THENCE N.00°02'25"W. 815.40 FEET; THENCE S.86°30'07"E. 127.85 FEET; THENCE N.57°21'35"E. 93.88 FEET; THENCE N.40°47'35"E. 372.08 FEET; THENCE N.88°45'16"W. 25.95 FEET; THENCE N.46°38'01"E. 148.17 FEET; THENCE N.06°12'48"W. 211.57 FEET; THENCE N.77°54'33"W. 375.65 FEET; THENCE N.53°15'35"W. 177.06 FEET; THENCE N.00°02'18"W. 211.51 FEET; THENCE S.88°25'26"W. 7.04 FEET TO THE POINT OF BEGINNING, CONTAINING 36.027 ACRES.

ANNEXATION BOUNDARY PARCEL 2

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TOTAL ANNEXATION
ACREAGE=40.962



**EAGLE ROCK
ENGINEERING**
CIVIL • PLANNING • SURVEYING
IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

OFFICES AT:

1331 Fremont Ave.
Idaho Falls, Idaho 83402

310 N 2nd East, Suite 153
Rexburg, Idaho 83440

DRAWN BY:	SCOTT ROWLEY
APPROVED BY:	KURT ROLAND
PROJECT NO.	21069
SCALE:	1"=300'
DATE:	SEPTEMBER
CAD NAME:	ANNEXATION.DWG

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF LC, LIMITED COMMERCIAL ZONE WITH AIRPORT OVERLAY CONTROLLED DEVELOPMENT ZONE, APPROXIMATELY 40.96 ACRES IN THE NORTH WEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST, GENERALLY LOCATED NORTH OF W SUNNYSIDE RD, EAST OF PIONEER DR, SOUTH OF INTERSTATE 15, WEST OF SNAKE RIVER PARKWAY.

WHEREAS, the applicant filed an application for annexation on June 3, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on July 20, 2021; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public hearing on October 14, 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, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 40.96 acres generally located North of W Sunnyside Rd, East of Pioneer Dr, South of Interstate 15, West of Snake River Parkway.
3. The Comprehensive Plan designates this area as Higher Density Residential and Medical Service Centers.
4. The proposed zoning is LC, Limited Commercial and is consistent with the Comprehensive Plan map and policies and existing zoning in the area.
5. The Comprehensive Plan discusses creating nodes of higher density residential and mixed uses near arterials.
6. Idaho Falls Planning and Zoning Commission recommended approval of zoning.

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 #: 21-263

City Council Meeting

FROM: Brad Cramer, Director
DATE: Friday, October 1, 2021
DEPARTMENT: Community Development Services

Subject

Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 13.43 acres, Southeast ¼ of Section 30, Township 3 North, Range 38 East.

Council Action Desired

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

1. Approve the Ordinance annexing 13.43 acres, Southeast ¼ of Section 30, Township 3 North, Range 38 East 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 13.43 acres, Southeast ¼ of Section 30, Township 3 North, Range 38 East 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 R2, Mixed Residential with Airport Overlay which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 13.43 acres, Southeast ¼ of Section 30, Township 3 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 6, 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

 ANN21-002

 City Limit


Overlays

 PT

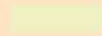
 PT&T-1


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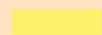
 T-1

 T-2

Zoning

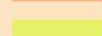
 RE

 RP

 R1

 R2

 TN

 RMH

 R3

 R3A


 PB

 CC


 LC


 HC

 R&D

 LM

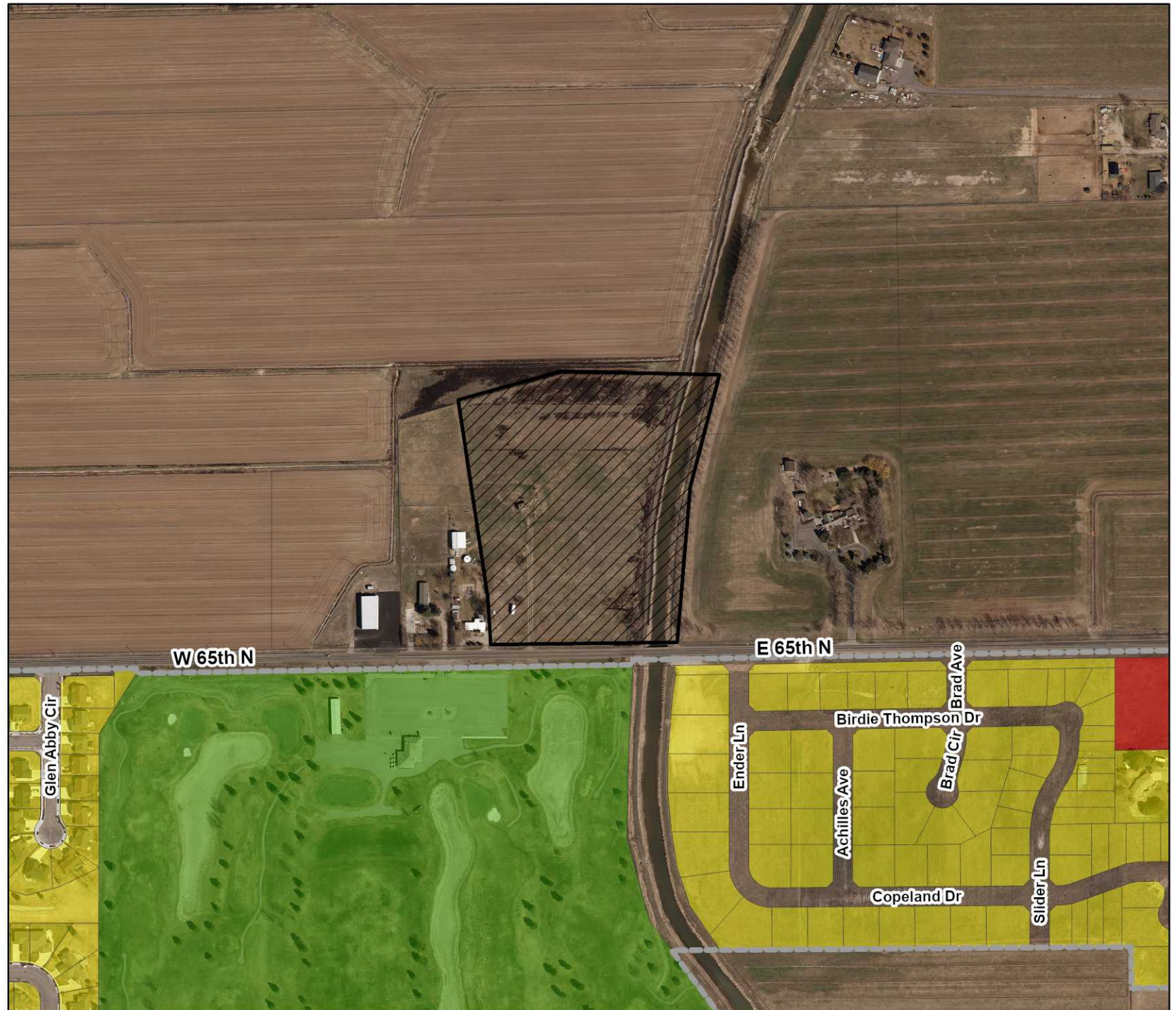
 I&M

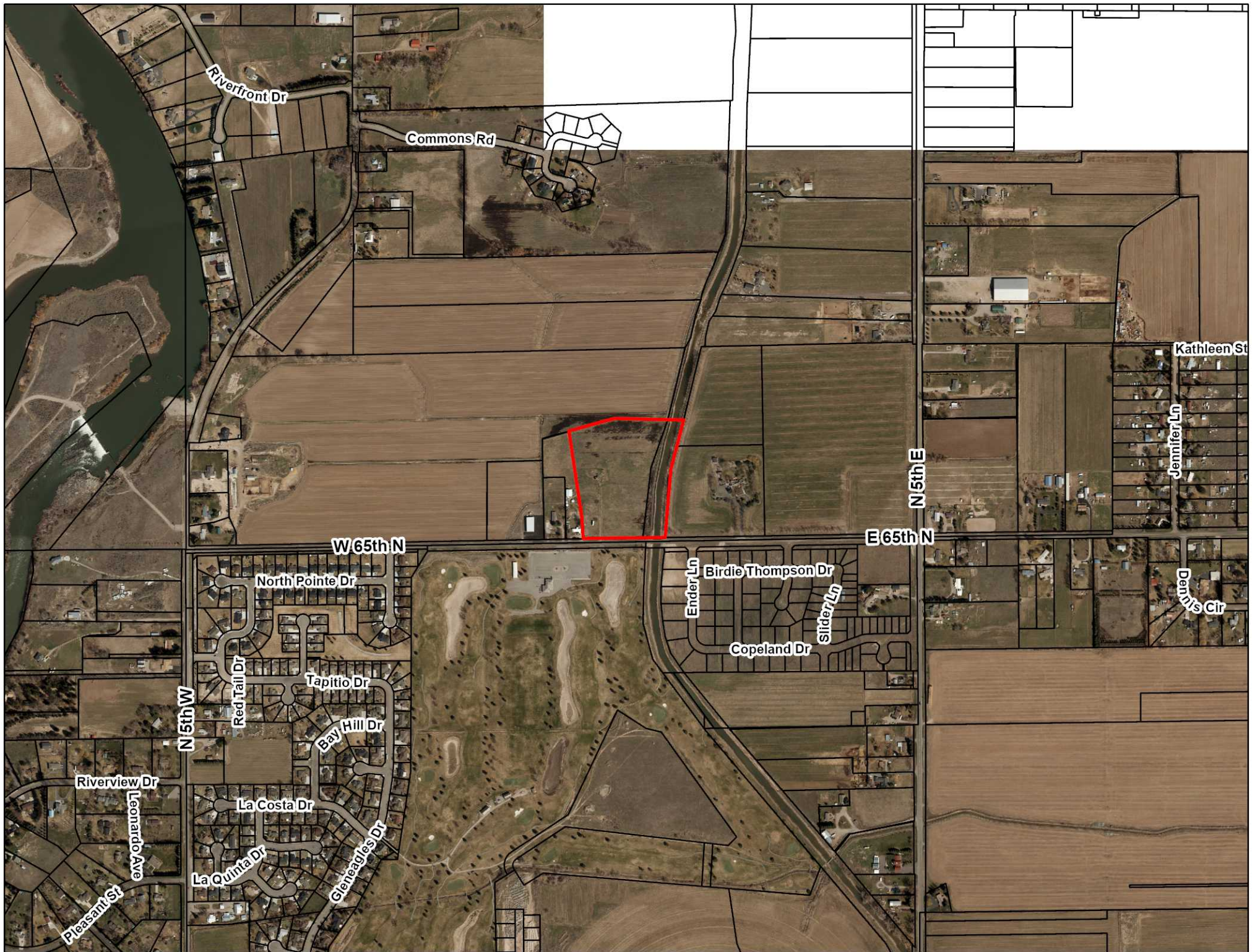
 P

 P



Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276















Legend

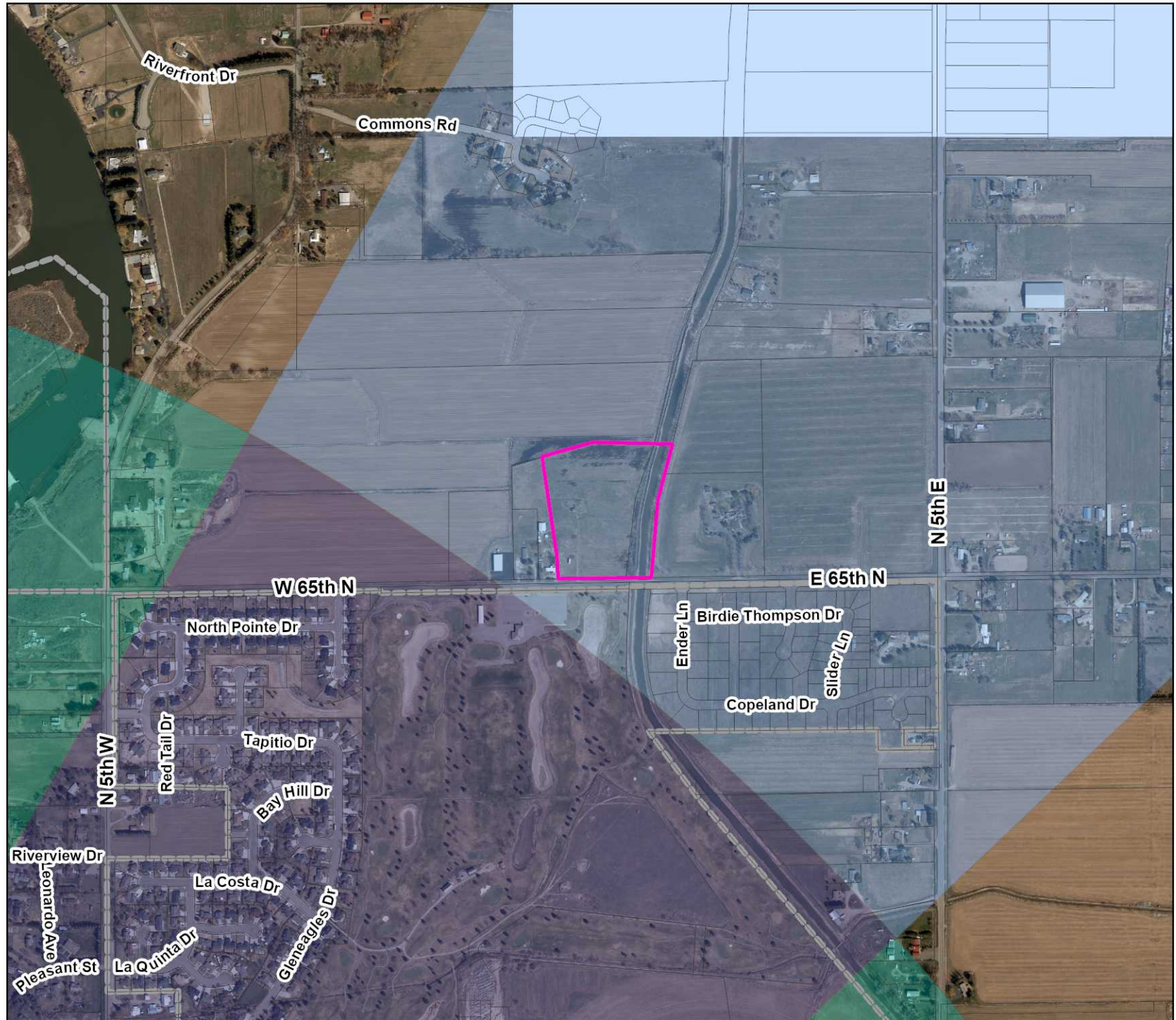
IFRA Off Airport Land Use

Compatible Land Use

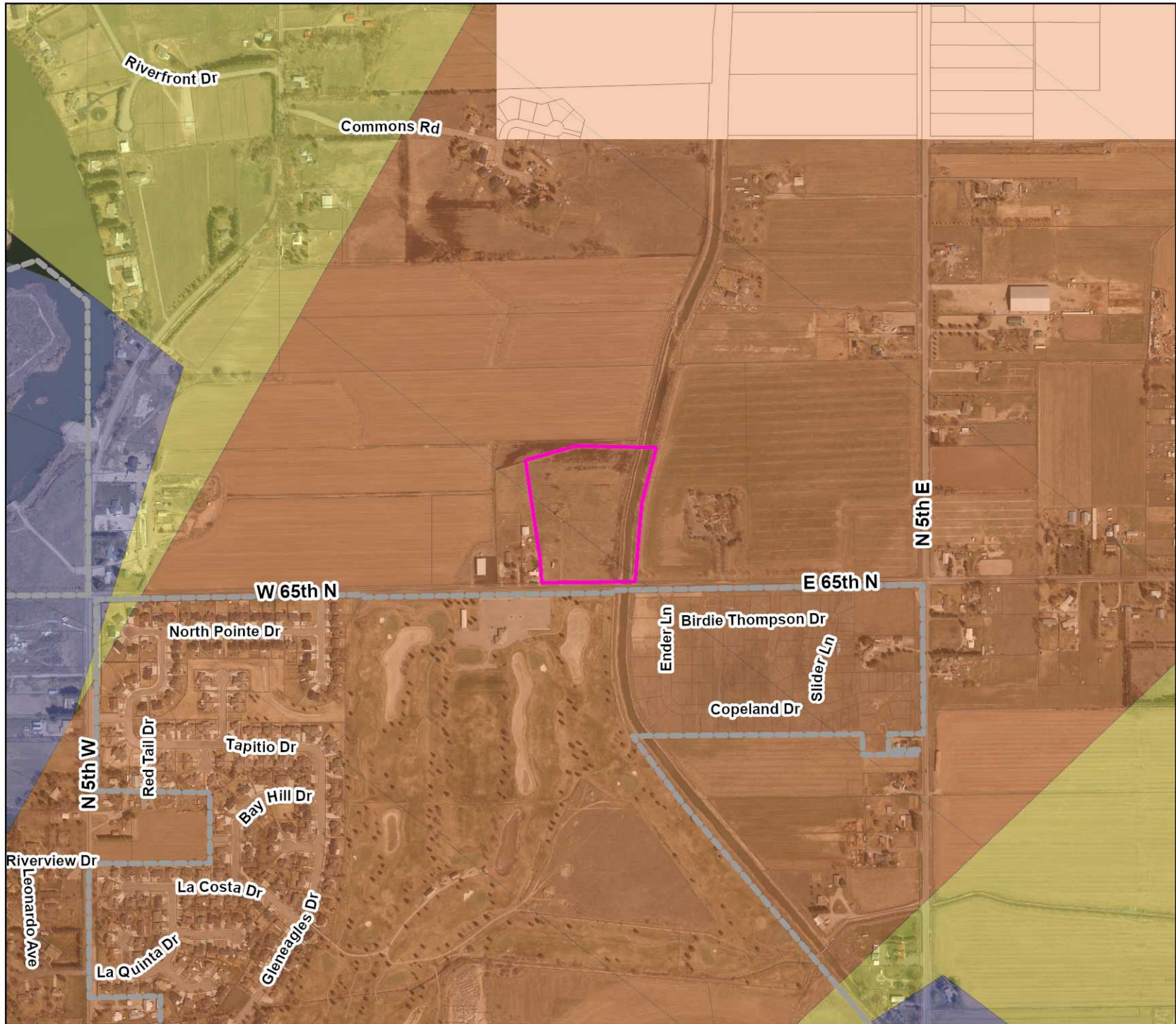
-  Approach Surface
-  Controlled Development
-  Controlled Development Approach Surface
-  Limited Development
-  Limited Development Approach Surface
-  No Development
-  Parcel
-  City Limit
-  Street Names
-  ANNX21-002



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- Legend**
- Surface Type**
- Approach Surface
 - Conical Surface
 - Horizontal Surface
 - Primary Surface
 - Transitional Surface
 - Parcel
 - City Limit
 - Street Names
 - ANNX21-002



Legend

Future Noise Contours

Day-night Level (dBA)

- 45
- 50
- 55
- 60
- 65

Parcel

City Limit

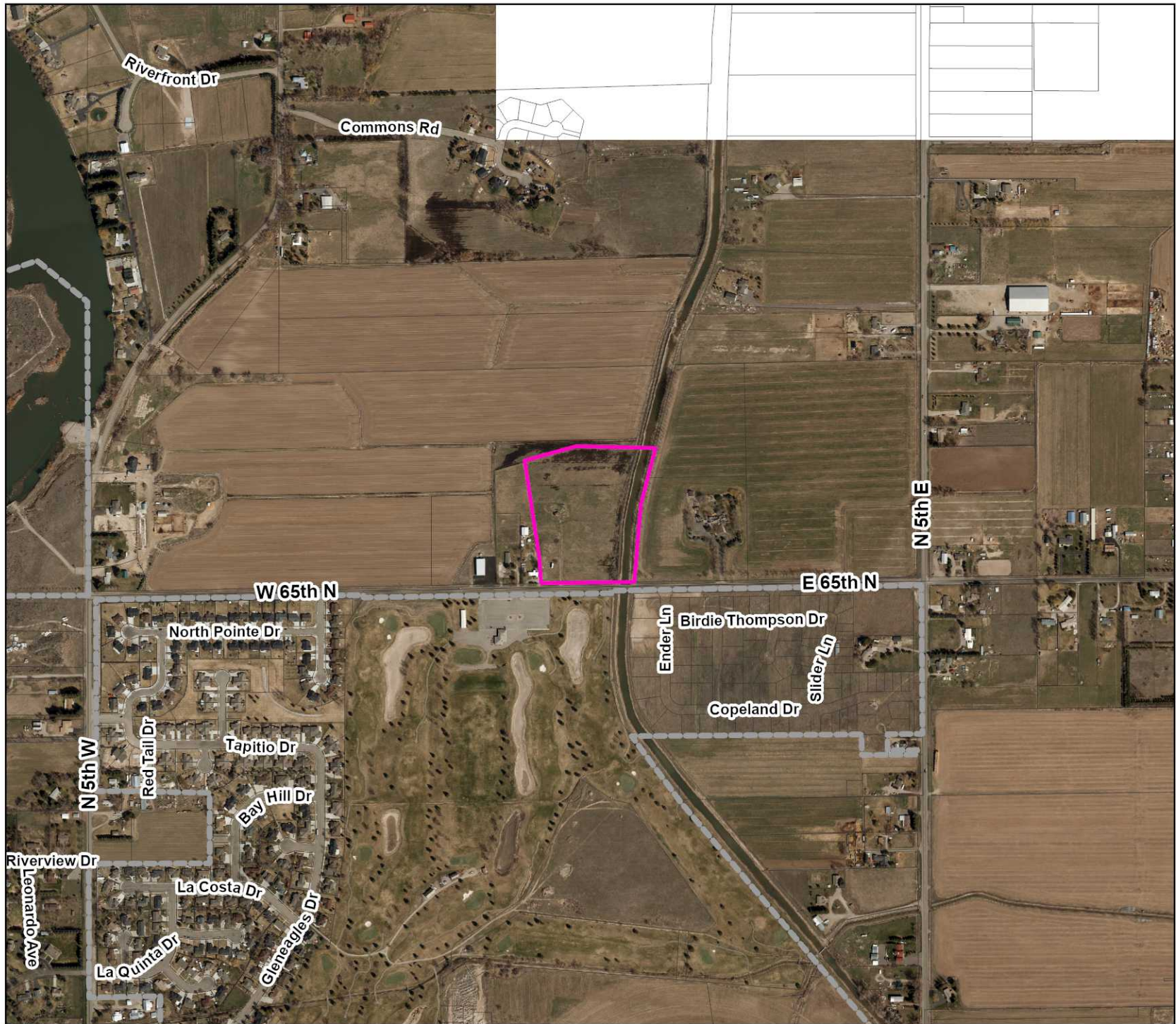
Street Names

ANNX21-002






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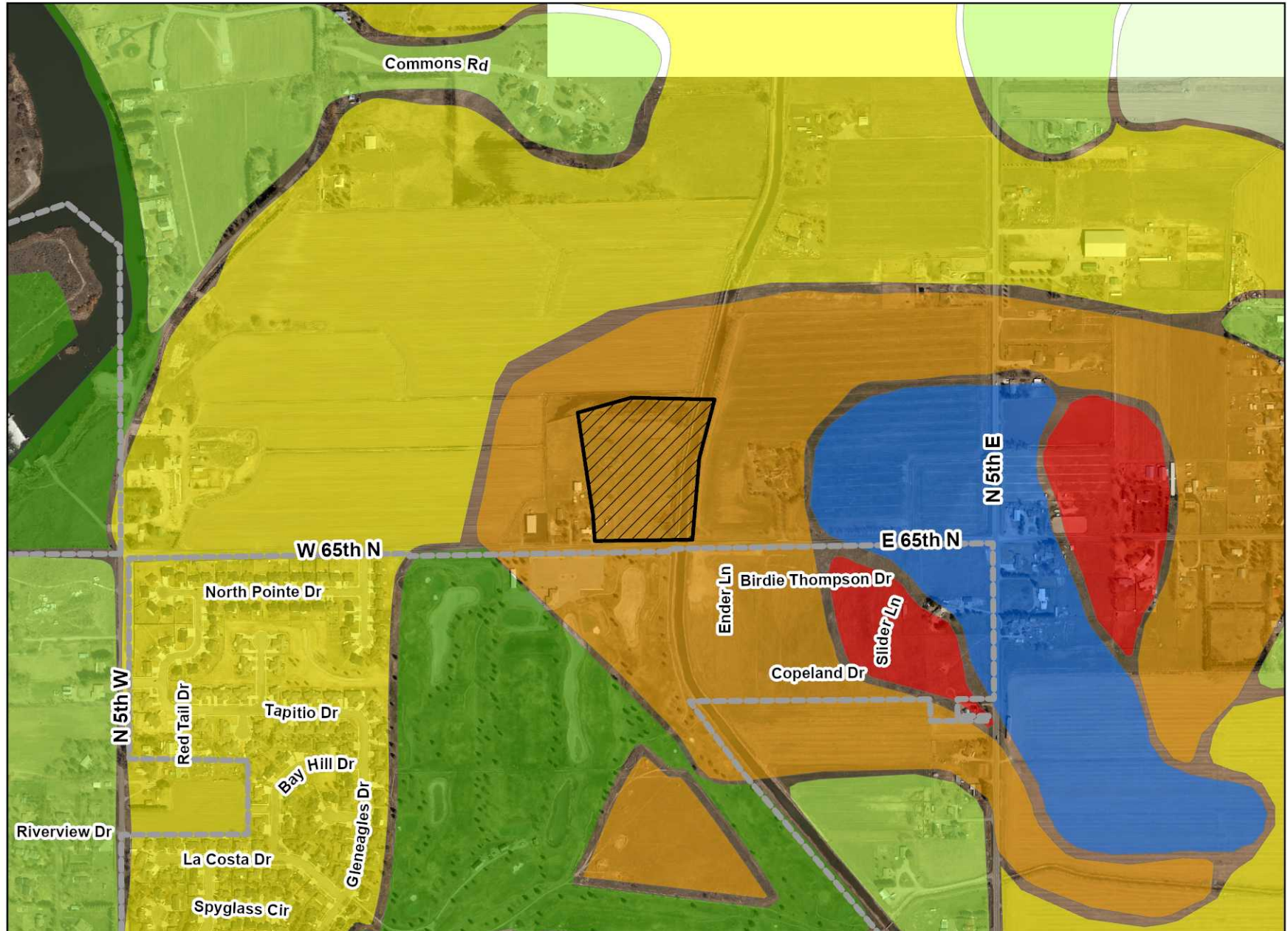


Annexation and Initial Zoning

ANNX21-002 Annex and Initial Zoning of R2 - E 65th North

 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



IDAHO FALLS

Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276



**STAFF REPORT
ANNEXATION AND INITIAL ZONING OF R2, MIXED
RESIDENTIAL**

**13.430 acres in the SE ¼ of Section 30, Township 3 N, Range 38E
October 14, 2021**



Community
Development
Services

Applicant: Connect Engineering

Project Manager: Naysha Foster

Location: Generally, in the north west corner where W 65th N and the Idaho Canal intersect, east of N 5th W.

Size: 13.430 acres

Existing Zoning: County R-2
North: County A-1
South: P
East: County A-1
West: County A-1

Proposed Zoning: R2

Existing Land Uses:
Site: Vacant
North: Ag
South: Golf Course
East: Ag
West: Ag

Future Land Use Map:
Lower Density

Attachments:

1. Comprehensive Plan Policies
2. Zoning Information
3. Maps and Aerial Photos

Requested Action: To approve the annexation and initial zoning of R2, Mixed Residential.

Annexation: This is a Category “A” annexation as it is requested by the property owner. The property is within the Area of Impact and contiguous to city limits along the south property line. Annexation of the property is consistent with the City’s Comprehensive Plan.

Initial Zoning: The proposed zoning is R2, Mixed Residential. The Comprehensive plan identifies this area as Lower Density, but the applicant has submitted for a Comprehensive Plan Amendment. This property is currently zoned R-2 in the County. The County’s Comprehensive Plan shows this area as suburban Mixed Use and Urban Residential. The City has always considered the existing County Zoning when determining an initial zoning for the property. The County R-2 Zone is established to provide a residential environment characterized by smaller lots and a somewhat greater density. The County R-2 zone allows single-family dwellings, duplexes, triplexes, fourplexes and certain other public facilities which are necessary to promote and maintain stable residential areas. The County R-2 is comparable to the City’s R2 zoning designation. The City’s R2 is also characterized by smaller lots and denser residential development. Also allowing single-unit attached, single unit detached, and multi-unit dwellings.

Staff Comments: The property is located north of Sage Lakes Golf Course. It consists of approximately 13.430 acres. 65th N is classified as a collector west of River Road. Higher density should be located close to streets designed to move traffic, such as arterials and collectors. Higher density residential include homes, apartments, and condominiums developed at densities of 8 to 35 units per acre. There are existing utilities in the vicinity. The R2 zone would allow a mixed use of housing types close to an outdoor recreational area.

Staff Recommendation: Staff and the Planning and Zoning Commission recommend approval of the annexation and initial zoning of R2 as it is consistent with the policies of the Comprehensive Plan.

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls. New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces and streets. (p. 40)

Study innovative approaches to residential development within the context of preferred residential alternative pattern. (p. 48)

Higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterials and collectors, with access only to the collector streets. (p. 48)

Encourage development in areas served by public utilities or where extension of facilities are least costly. (p. 67)

Zoning Ordinance:

11-3-3: PURPOSES OF RESIDENTIAL ZONES

(D) R2 Mixed Residential Zone. This zone provides a residential zone characterized by smaller lots and dwellings, more compact and denser residential development; and higher volumes of vehicular and pedestrian traffic than are characteristic of the RE, RP and R1 Zones. The principal uses permitted in the R2 Zone shall be one (1), two (2), three (3), and four (4) dwelling units. This zone is also generally located near limited commercial services that provide daily household needs

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

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 ₂	P	P		P	P
Day Care, Group*	C ₁		C ₁	P	P	C ₁	P	P
Day Care, Home	C ₁		C ₁	P	P	C ₁	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 ₁		C ₁	C ₁	C ₁	C ₁	C ₁	C ₁
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C ₁			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						C ₂		C ₂
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 ₃	C ₃	C ₃	C ₃		C ₃	C ₃	C ₃
Professional Service								P
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P

Recreational Vehicle Park*						C ₂		
Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Religious Institution*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Residential Care Facility							P	P
Retail					P*			C ₂
School	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
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. *Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.					
	Commercial				
Proposed Land Use Classification	PB	CC	LC	HC	PT
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 ₂	C ₂	C ₂	
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

April 6, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Gene Hicks, Lindsey Romankiw, Natalie Black, George Morrison (late tech-difficulties), Joanne Denney, Arnold Cantu.

MEMBERS ABSENT: Joanne Wimborne

ALSO PRESENT: Assistant Planning Directors Kerry Beutler, Naysha Foster, Caitlyn Long and interested citizens.

CALL TO ORDER: Brent Dixon called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: Hicks moved to approve the Minutes of the February 16, 2021 and March 2, 2021 minutes, Cantu seconded the motion. Dixon called for roll call vote: Black, yes; Cantu, yes; Denney, yes; Hicks, yes; Romankiw, yes. and it passed unanimously.

Public Hearing(s):

4. ANNEX 21-002: ANNEXATION/INITIAL ZONING. Annexation and Initial Zoning of R2, Mixed Residential.

Dixon opened the Public Hearing.

Applicant: Blake Jolley, Connect Engineering, 1150 Hollipark Drive, Idaho Falls, Idaho. Jolley indicated that this follows along with the reason that they requested the Comprehensive Plan Amendment (previous hearing). Jolley stated that they are asking for the annexation and initial zoning of 9.86 acres north of Fairway Estates. Jolley stated that this property is zoned R2 in the County and so moving forward that will allow the property owner the same rights that they had in the County if it is zoned R2 in the City, which would fit the recently recommended for approval Comprehensive Plan amendment.

Naysha Foster presented the staff report, a part of the record.

Support/Opposition

JD Wilkinson, 135 E65th North, Idaho Falls, Idaho. Wilkinson is concerned that he has verbal agreements that he would have no problem having a right of way across the property for his irrigation. Wilkinson is concerned that the agreement continues to be facilitated.

Dixon asked if the current irrigation is coming across the property. Wilkinson indicated that it is coming across on 2 different spots. Dixon stated that typically for established canals the law indicates that they have to provide for maintenance of the canals unless they are abandoned.

Mike Kirkham, Esq., (City Attorney) agreed with Dixon's interpretation. Kirkham wanted to make sure that the public hearing is not a question/answer opportunity for the public to pose questions to the Commission. Kirkham offered to answer questions for public outside in the hall.

Wilkinson asked where he could get his questions answered. Kirkham offered to visit with Wilkinson and answer questions that he could for him.

Applicant: Blake Jolley, Connect Engineering, 1150 Hollipark Drive, Idaho Falls, Idaho. Jolley stated that everything that is currently being serviced with irrigation water, etc., they will follow the applicable rules and regulations that the State provides for working through that, and they will work through that at the time they propose a development.

Dixon closed the public hearing.

Morrison is confused and asked if the Commission is not here to get information and answer people's questions, then why is it called a hearing. He understood that they were to hear the public out and find out what they have to say about the application. Morrison feels that they need to get the information from the public and if there is a question that they can answer they should answer the question.

Black moved to recommend to the Mayor and City Council approval of the Annexation of 9.86 Acres in the SE ¼ of Section 30, Township 3 N, Range 38 E, with initial zoning of R2, Hicks seconded the motion. Dixon called for roll call: Black, yes; Cantu, yes; Denney, yes; Hicks, yes; Morrison, yes; Romankiw, yes. The motion 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 APPROXIMATELY 13.430 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 does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in 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 APPROXIMATELY 13.430 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)

CITY OF IDAHO FALLS

BONNEVILLE COUNTY

PART OF THE SE 1/4, SEC. 30, T. 3 N., R. 38 E. B.M

ALSO BEING PART OF THE NE 1/4 OF SEC. 31, T. 3 N., R. 38 E. B.M.

CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

ANNEXATION
ORDINANCE

BOUNDARY DESCRIPTION

Commencing at the Southwest corner of Section 30, Township 3 North, Range 38 East of Boise Meridian, Bonneville County, Idaho; running thence N.88°59'41"E. (Record N.88°59'35"E.) along the Section line 1696.34 feet; thence S.01°00'19"E. (Record S.01°00'25"E.) 40.00 feet to the North Boundary of City of Idaho Falls Annexation Ordinance No. 2062; thence N.88°59'41"E. (Record N.88°59'35"E.) along said Ordinance line 1087.67 feet to the TRUE POINT OF BEGINNING; running thence N.01°00'19"W. 215.50 feet; thence N.09°01'35"W. 607.37 feet; thence N.74°15'37"E. 332.67 feet; thence S.88°50'03"E. 489.26 feet to the Easterly Rights-of-Way line of the Idaho Canal; thence S.13°31'19"W. along said Rights-of-Way line 185.18 feet; thence S.14°11'55"W. along said Rights-of-Way line 239.12 feet; thence S.03°12'50"W. along said Rights-of-Way line 329.77 feet; thence S.01°58'44"W. 129.30 feet to the Northerly Boundary of City of Idaho Falls Annexation Ordinance No. 2749; thence S.88°59'41"W. (Record S.89°00'18"W.) along said Annexation line 142.90 feet to the Northwest corner of said Ordinance No. 2749; thence S.02°40'51"W. (Record S.02°25'59"W.) 15.03 feet to the Northeast corner of said Ordinance No. 2062; thence S.88°59'41"W. (Record S.88°59'35"W.) along said Ordinance line 441.86 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 585,014 Sq. Ft. or 13.430 acres.

RECORDED WITH THE BONNEVILLE COUNTY RECORDERS OFFICE AS

INSTRUMENT NO. _____

NOT ANNEXED

SCALE 1" = 200'

0 200' 400' 600'

NOT ANNEXED

13.430 ACRES

NOT ANNEXED

FOUND ALUMINUM CAP
SOUTHWEST COR. SECTION 30
T. 3N. R. 38E. B.M.
INSTRUMENT # 1674058

FOUND ALUMINUM CAP
SOUTH 1/4 COR. SECTION 30
T. 3N. R. 38E. B.M.
INSTRUMENT # 670716

FOUND BRASS CAP MONUMENT
SOUTHEAST COR. SECTION 30
T. 3N. R. 38E. B.M.
INSTRUMENT # 500167

N.88°59'35"E.(R)
N.88°59'41"E.(M) 2491.20'

1696.34'

S.01°00'25"E. (R)
S.01°00'19"E. (M)
40.00'

SECTION LINE
BASIS OF BEARING
CITY OF IDAHO FALLS 2004 COORDINATE SYSTEM

W 65TH NORTH (TOWER RD)

N.01°00'19"W.
215.50'

N.88°59'41"E.(M)
N.88°59'35"E.(R)

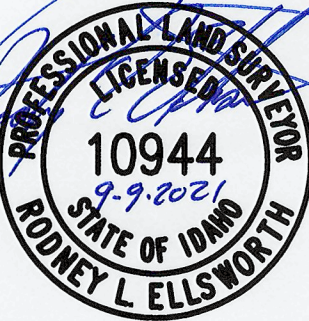
TRUE POINT
OF BEGINNING

1087.67'

441.86'

S.88°59'41"W. (M)
S.88°59'35"W. (R)

ORDINANCE 2062



S.88°50'03"E.
489.26'

N.74°15'37"E.
332.67'

N.09°01'35"W.
607.37'

IDAHO CANAL

S.13°31'19"W.
185.18'

S.14°11'55"W.
239.12'

S.03°12'50"W.
329.77'

S.01°58'44"W.
129.30'

S.89°00'18"W. (R)
S.88°59'41"W. (M)
142.90'

ORDINANCE 2749

S.02°25'59"W. (R)
S.02°40'51"W. (M)
15.03'

N.88°59'35"E.(R)
N.88°59'59"E.(M) 2637.64' (R)

ANNEXATION
STELTH HOLDING CO LLC
PART OF THE SE 1/4 OF SECTION 30
ALSO BEING PART OF THE NE 1/4 OF SEC. 31,
T. 3 N., R. 38 E. B.M.
BONNEVILLE COUNTY, IDAHO

Job No.
2108
Sht. 1 of 1

Scale: 1" = 200'
Drawn By: S.D.E.
208 522 5414
253 1st Street,

Date: JULY, 2021
Cadfile: 2018 ANNEXATION
Fax 208 523 2614
Idaho Falls, ID. 83401

EA Ellsworth &
Associates PLLC

Exhibit "A"

LEGAL DESCRIPTION (Page 1 of 1)

Commencing at the Southwest corner of Section 30, Township 3 North, Range 38 East of Boise Meridian, Bonneville County, Idaho; running thence N.88°59'41"E. (Record N.88°59'35"E.) along the Section line 1696.34 feet; thence S.01°00'19"E. (Record S.01°00'25"E.) 40.00 feet to the North Boundary of City of Idaho Falls Annexation Ordinance No. 2062; thence N.88°59'41"E. (Record N.88°59'35"E.) along said Ordinance line 1087.67 feet to the TRUE POINT OF BEGINNING; running thence N.01°00'19"W. 215.50 feet; thence N.09°01'35"W. 607.37 feet; thence N.74°15'37"E. 332.67 feet; thence S.88°50'03"E. 489.26 feet to the Easterly Rights-of-Way line of the Idaho Canal; thence S.13°31'19"W. along said Rights-of-Way line 185.18 feet; thence S.14°11'55"W. along said Rights-of-Way line 239.12 feet; thence S.03°12'50"W. along said Rights-of-Way line 329.77 feet; thence S.01°58'44"W. 129.30 feet to the Northerly Boundary of City of Idaho Falls Annexation Ordinance No. 2749; thence S.88°59'41"W. (Record S.89°00'18"W.) along said Annexation line 142.90 feet to the Northwest corner of said Ordinance No. 2749; thence S.02°40'51"W. (Record S.02°25'59"W.) 15.03 feet to the Northeast corner of said Ordinance No. 2062; thence S.88°59'41"W. (Record S.88°59'35"W.) along said Ordinance line 441.86 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 585,014 Sq. Ft. or 13.430 acres.

Submitted by:

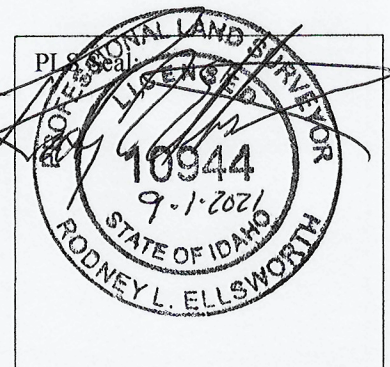
Eng/Survey Firm Name: Ellsworth & Associates, PLLC

Contact Name: Steve Ellsworth

Phone Number: 208-522-5414

Email: Sellsworth@ida.net

Overall Document Page Range: _____ of _____



REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF 13.430 ACRES IN THE SOUTH EAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 38 EAST, GENERALLY LOCATED IN THE NORTH WEST CORNER WHERE W 65TH N AND IDAHO CANAL INTERSECT, EAST OF N 5TH WEST.

WHEREAS, the applicant filed an application for annexation on January 27, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on April 6, 2021; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public hearing on October 14, 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 approximately 13.430 acres generally located in the north west corner where W 65th N and the Idaho Canal intersect, east of N 5th W.
3. This property is within the city's area of impact.
4. The application is a Category "A" annexation.
5. The property is adjacent to city limits along the south property line.
6. The Comprehensive Plan designates this area as Higher Density.
7. 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 #: 21-264

City Council Meeting

FROM: Brad Cramer, Director
DATE: Friday, October 1, 2021
DEPARTMENT: Community Development Services

Subject

Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R2, Mixed Residential with Airport Overlay Approach Surface, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 9.8604 acres, Southeast ¼ of Section 30, Township 3 North, Range 38 East.

Council Action Desired

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

1. Assign a Comprehensive Plan Designation of "Higher Density" and approve the Ordinance establishing the initial zoning for R2 with Airport Overlay Approach Surface 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 R2 with Airport Overlay Approach Surface 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 R2 with Airport Overlay Approach Surface which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 9.8604 acres, Southeast ¼ of Section 30, Township 3 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 6, 2021, meeting and recommended approval of R2 with Airport Overlay 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

 ANNX21-002

 City Limit


Overlays

 PT


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
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
 T-1

 T-2

Zoning


 RE

 RP

 R1

 R2

 TN

 RMH

 R3

 R3A


 PB

 CC


 LC

 HC

 R&D

 LM

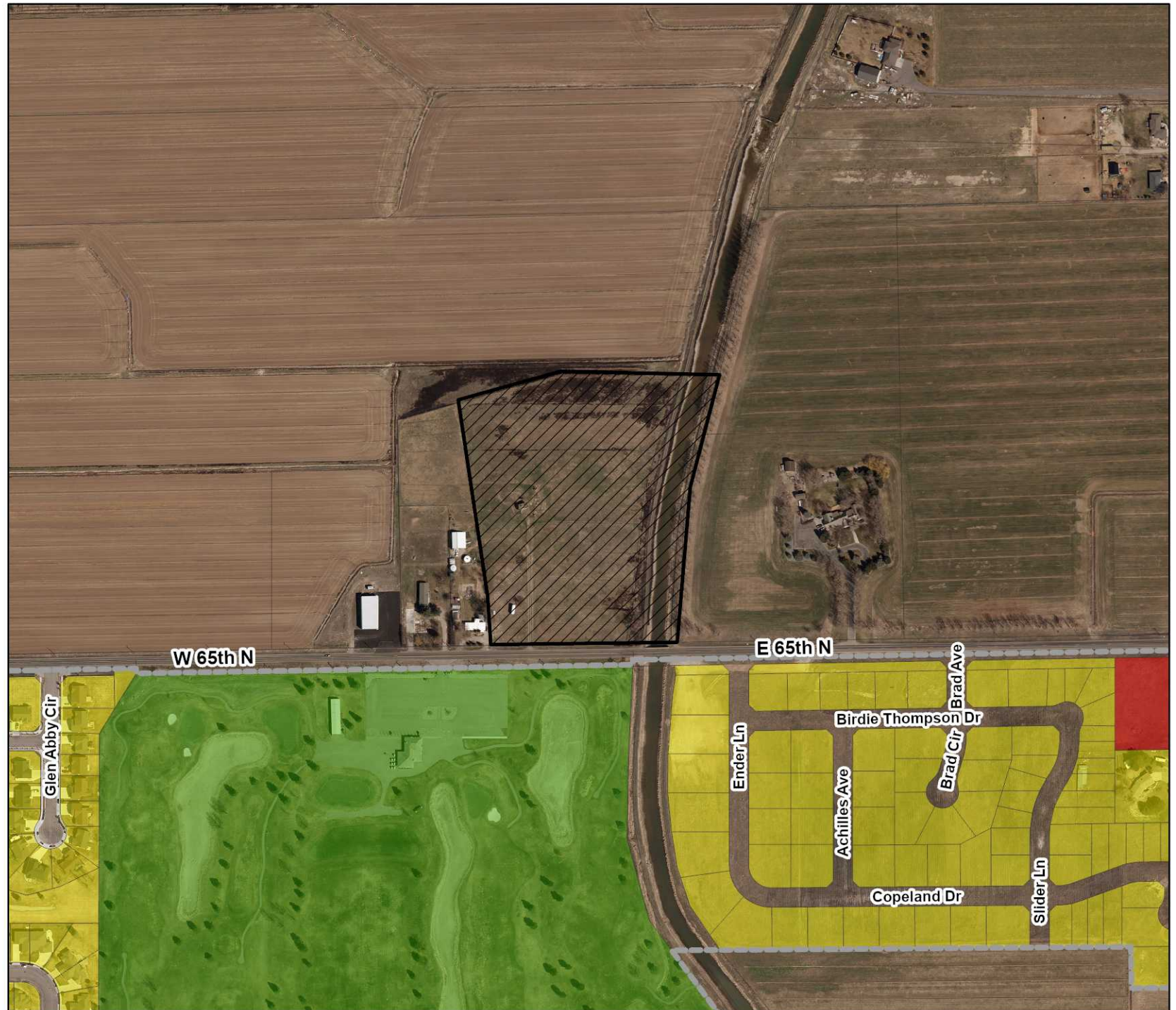
 I&M

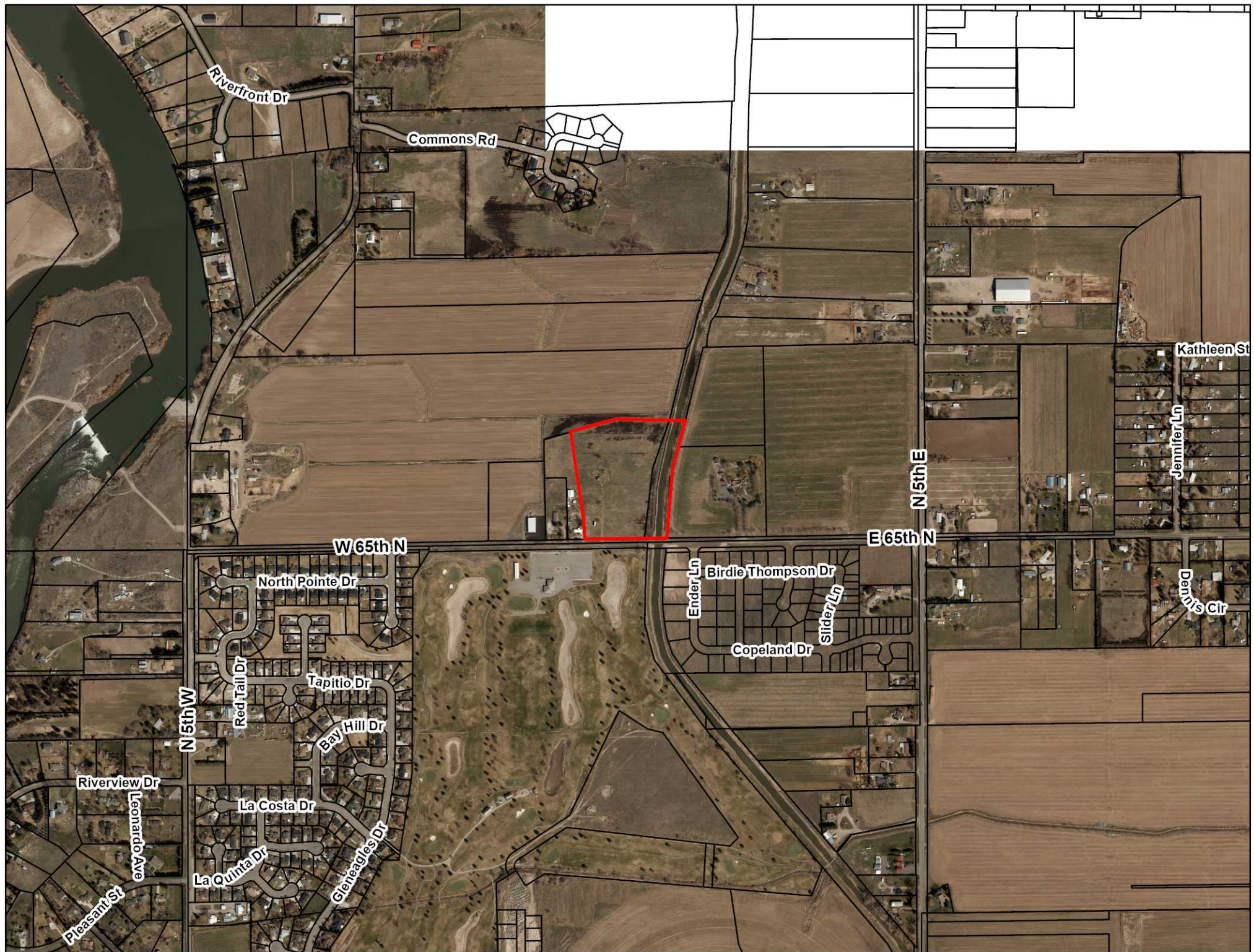
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Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276



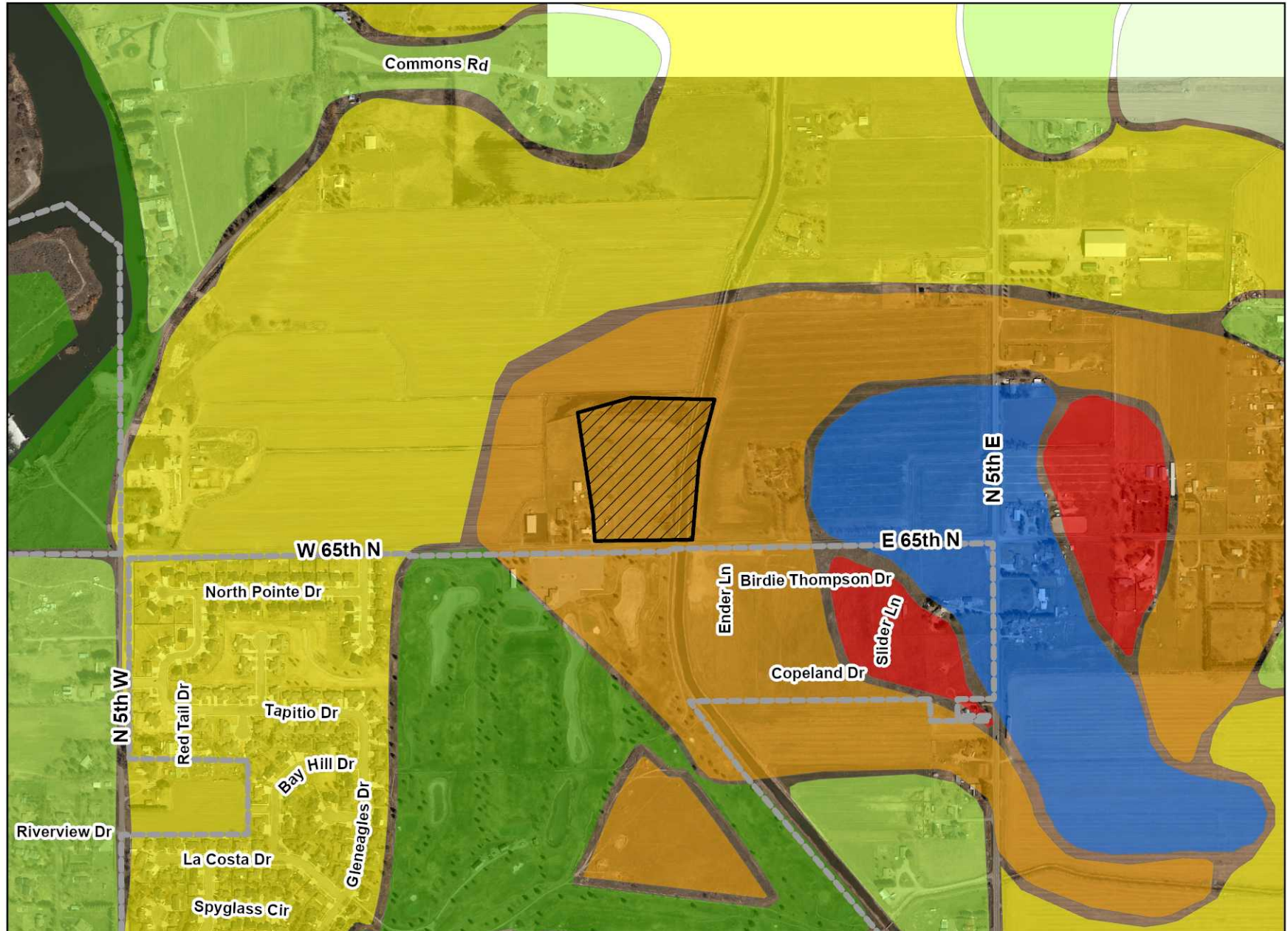


Annexation and Initial Zoning

ANNX21-002 Annex and Initial Zoning of R2 - E 65th North

 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



IDAHO FALLS

Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276



CITY OF IDAHO FALLS

BONNEVILLE COUNTY

PART OF THE SE 1/4, SEC. 30, T. 3 N., R. 38 E. B.M

ALSO BEING PART OF THE NE 1/4 OF SEC. 31, T. 3 N., R. 38 E. B.M.

CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

ANNEXATION
ORDINANCE

BOUNDARY DESCRIPTION

Commencing at the Southwest corner of Section 30, Township 3 North, Range 38 East of Boise Meridian, Bonneville County, Idaho; running thence N.88°59'41"E. (Record N.88°59'35"E.) along the Section line 1696.34 feet; thence S.01°00'19"E. (Record S.01°00'25"E.) 40.00 feet to the North Boundary of City of Idaho Falls Annexation Ordinance No. 2062; thence N.88°59'41"E. (Record N.88°59'35"E.) along said Ordinance line 1087.67 feet to the TRUE POINT OF BEGINNING; running thence N.01°00'19"W. 215.50 feet; thence N.09°01'35"W. 607.37 feet; thence N.74°15'37"E. 332.67 feet; thence S.88°50'03"E. 489.26 feet to the Easterly Rights-of-Way line of the Idaho Canal; thence S.13°31'19"W. along said Rights-of-Way line 185.18 feet; thence S.14°11'55"W. along said Rights-of-Way line 239.12 feet; thence S.03°12'50"W. along said Rights-of-Way line 329.77 feet; thence S.01°58'44"W. 129.30 feet to the Northerly Boundary of City of Idaho Falls Annexation Ordinance No. 2749; thence S.88°59'41"W. (Record S.89°00'18"W.) along said Annexation line 142.90 feet to the Northwest corner of said Ordinance No. 2749; thence S.02°40'51"W. (Record S.02°25'59"W.) 15.03 feet to the Northeast corner of said Ordinance No. 2062; thence S.88°59'41"W. (Record S.88°59'35"W.) along said Ordinance line 441.86 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 585,014 Sq. Ft. or 13.430 acres.

RECORDED WITH THE BONNEVILLE COUNTY RECORDERS OFFICE AS

INSTRUMENT NO. _____

NOT ANNEXED

NOT ANNEXED

13.430 ACRES

NOT ANNEXED

SCALE 1" = 200'

0 200' 400' 600'

N

FOUND ALUMINUM CAP
SOUTHWEST COR. SECTION 30
T. 3N. R. 38E. B.M.

INSTRUMENT # 1674058

FOUND ALUMINUM CAP
SOUTH 1/4 COR. SECTION 30
T. 3N. R. 38E. B.M.

INSTRUMENT # 670716

FOUND BRASS CAP MONUMENT
SOUTHEAST COR. SECTION 30
T. 3N. R. 38E. B.M.

INSTRUMENT # 500167

N.88°59'35"E.(R)
N.88°59'41"E.(M) 2491.20'

1696.34'

S.01°00'25"E. (R)
S.01°00'19"E. (M)
40.00'

SECTION LINE
BASIS OF BEARING
CITY OF IDAHO FALLS 2004 COORDINATE SYSTEM

N.01°00'19"W.
215.50'

TRUE POINT
OF BEGINNING

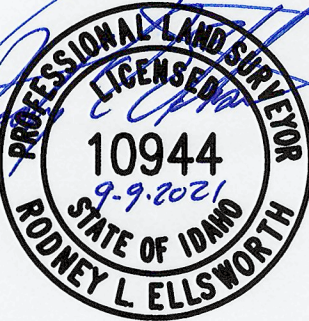
1087.67'

N.88°59'41"E.(M)
N.88°59'35"E.(R)

441.86'

S.88°59'41"W. (M)
S.88°59'35"W. (R)

ORDINANCE 2062



S.88°50'03"E.
489.26'

N.74°15'37"E.
332.67'

N.09°01'35"W.
607.37'

IDAHO CANAL

S.13°31'19"W.
185.18'

S.14°11'55"W.
239.12'

S.03°12'50"W.
329.77'

S.01°58'44"W.
129.30'

N.88°59'35"E.(R)
N.88°59'59"E.(M) 2637.64' (R)

S.89°00'18"W. (R)
S.88°59'41"W. (M)
142.90'

ORDINANCE 2749

S.02°25'59"W. (R)
S.02°40'51"W. (M)
15.03'

ANNEXATION
STELTH HOLDING CO LLC

PART OF THE SE 1/4 OF SECTION 30
ALSO BEING PART OF THE NE 1/4 OF SEC. 31,
T. 3 N., R. 38 E. B.M.

BONNEVILLE COUNTY, IDAHO

Job No.

2108

Sht. 1 of 1

Scale: 1" = 200' Date: JULY, 2021

Drawn By: S.D.E. Cadfile: 2018 ANNEXATION

208 522 5414 Fax 208 523 2614
253 1st Street, Idaho Falls, ID. 83401

EA Ellsworth &
Associates PLLC

Exhibit "A"

LEGAL DESCRIPTION (Page 1 of 1)

Commencing at the Southwest corner of Section 30, Township 3 North, Range 38 East of Boise Meridian, Bonneville County, Idaho; running thence N.88°59'41"E. (Record N.88°59'35"E.) along the Section line 1696.34 feet; thence S.01°00'19"E. (Record S.01°00'25"E.) 40.00 feet to the North Boundary of City of Idaho Falls Annexation Ordinance No. 2062; thence N.88°59'41"E. (Record N.88°59'35"E.) along said Ordinance line 1087.67 feet to the TRUE POINT OF BEGINNING; running thence N.01°00'19"W. 215.50 feet; thence N.09°01'35"W. 607.37 feet; thence N.74°15'37"E. 332.67 feet; thence S.88°50'03"E. 489.26 feet to the Easterly Rights-of-Way line of the Idaho Canal; thence S.13°31'19"W. along said Rights-of-Way line 185.18 feet; thence S.14°11'55"W. along said Rights-of-Way line 239.12 feet; thence S.03°12'50"W. along said Rights-of-Way line 329.77 feet; thence S.01°58'44"W. 129.30 feet to the Northerly Boundary of City of Idaho Falls Annexation Ordinance No. 2749; thence S.88°59'41"W. (Record S.89°00'18"W.) along said Annexation line 142.90 feet to the Northwest corner of said Ordinance No. 2749; thence S.02°40'51"W. (Record S.02°25'59"W.) 15.03 feet to the Northeast corner of said Ordinance No. 2062; thence S.88°59'41"W. (Record S.88°59'35"W.) along said Ordinance line 441.86 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 585,014 Sq. Ft. or 13.430 acres.

Submitted by:

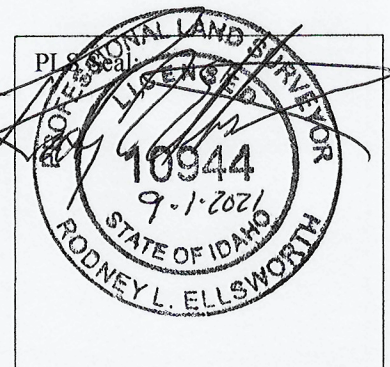
Eng/Survey Firm Name: Ellsworth & Associates, PLLC

Contact Name: Steve Ellsworth

Phone Number: 208-522-5414

Email: Sellsworth@ida.net

Overall Document Page Range: _____ of _____



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 13.430 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R2, MIXED RESIDENTIAL ZONE WITH AIRPORT OVERLAY APPROACH SURFACE ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is R2 Zone for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Higher Density”; 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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on April 6, 2021, and recommended approval of zoning the subject property to R2 Zone with Airport Overlay Approach Surface Zone; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on October 14, 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 Higher Density.

SECTION 2: Legal Description. The lands described in Exhibit A are hereby zoned as R2 Zone with Airport Overlay Approach Surface Zone.

SECTION 3. Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “R2 Zone with Airport Overlay Approach Surface 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 APPROXIMATELY 13.430 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R2, MIXED RESIDENTIAL ZONE WITH AIRPORT OVERLAY APPROACH SURFACE ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF R2, MIXED RESIDENTIAL ZONE WITH AIRPORT OVERLAY APPROACH SURFACE ZONE, 13.430 ACRES IN THE SOUTH EAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 38 EAST, GENERALLY LOCATED IN THE NORTH WEST CORNER WHERE WEST 65TH NORTH AND THE IDAHO CANAL INTERSECT, EAST OF NORTH 5TH WEST.

WHEREAS, the applicant filed an application for annexation on January 27, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on April 6, 2021; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public hearing on October 14, 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 approximately 13.430 acres generally located in north west corner where W 65th N and the Idaho Canal intersect, east of N 5th W.
3. The Comprehensive Plan designates this area as Higher Density.
4. The proposed zoning of R2, Mixed Residential with Airport Overlay Approach Surface Zone is consistent with the Comprehensive Plan map and policies and existing zoning in the area.
5. Idaho Falls Planning and Zoning Commission recommended approval of zoning the subject property to R2 Zone.

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 #: 21-271

City Council Meeting

FROM: Brad Cramer, Director
DATE: Monday, October 4, 2021
DEPARTMENT: Community Development Services

Subject

Public Hearing: Amendment of Title 11 of City Code, Requiring Neighborhood Meetings for Certain Land Use Applications.

Council Action Desired

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

To approve the Ordinance requiring Neighborhood Meetings for certain land use applications 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).

Description, Background Information & Purpose

For consideration on the regular agenda is an ordinance requiring a neighborhood meeting to be held prior to applications for preliminary plats, planned unit developments, rezones, and conditional use permits. The neighborhood meeting gives the developer an opportunity to share their development concept with the community and allows neighbors to ask questions and to discuss concerns related to the development proposal prior to the Planning Commission public meeting. This ordinance was considered by the Planning and Zoning Commission at its August 3, 2021 and recommended for approval by a 3-1 vote. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives





The proposed ordinance is consistent with principles of Good Governance, Transportation, and Livable Communities.

Interdepartmental Coordination

CDS has worked with Legal on the drafting of the ordinance.

Fiscal Impact

NA

Legal Review

Legal has reviewed the attached ordinance.

STAFF REPORT
**Amendments to the Comprehensive Zoning
and Subdivision Ordinance**
Required Neighborhood Meetings
October 14, 2021



Community
Development
Services

Applicant: City of
Idaho Falls

Project Manager:
Kerry Beutler

Attachments:

1. Proposed
Amendment
Language
2. Neighborhood
Meeting
Guidebook.

Staff Recommendation: To **recommend** to the Mayor and City Council approval of the amendment language to the Comprehensive Zoning and Subdivision Ordinance.

History: The Planning Commission has considered whether or not to require neighborhood meetings over the years but has always elected to strongly suggest a developer hold a neighborhood meeting rather than making it a requirement. Earlier this year staff created a Neighborhood Meeting Guidebook as a resource for developers. The Mayor and City Council have now requested that staff draft the necessary changes to the code to require neighborhood meeting for specific types of projects.

Staff Comments: The proposed amendment language would change the Zoning and Subdivision Ordinances to require a neighborhood meeting, as part of an application for Preliminary Plat, Planned Unit Development, Rezoning or Conditional Use Permit. The Comprehensive Plan directs the city to develop a program to involve neighbors early in the community development process. Neighborhood meetings at the conceptual stage of development are a powerful tool for developers and surrounding neighbors to come together to share visions, discuss concerns, and work toward a better end result. They also create more informed and productive public hearings because the hearing is no longer the discovery meeting for the residents.

The application procedures section of the Zoning Ordinance is modified, adding the requirements for conducting a neighborhood meeting. This Section details the meeting's notice, format, order and scope the developer should follow when conducting a meeting. Because neighborhood meetings would be required the applicant would have to submit proof of holding the neighborhood meeting, who was noticed, summary minutes from the meeting and how they addressed concerns that were raised. These items would be part of their application documents and provided to the Commission and Council for review.

The neighborhood meeting must occur prior to the applicant making application to the city. Applications for Preliminary Plat, Planned Unit Development, Rezoning or Conditional Use Permits will not be deemed complete without submittal of the neighborhood meeting items.

The ordinance would also amend the Preliminary Plat process, within the Subdivision Ordinance, to remove the public hearing requirement at the Planning and Zoning Commission level but would require a neighborhood meeting prior to submitting the preliminary plat application to the city. State Statute does not require a public hearing process with a preliminary plat but does require each governing board to adopt a subdivision ordinance that outlines the application process for subdivision permits.

Continued on next page

The Planning Commission would continue to be the approving body with Preliminary Plats and affected parties would still have the ability to appeal the Planning and Zoning Commission's decision to the City Council. Public hearings, although not required by state law, were originally instituted as part of the preliminary plat process to provide individuals with a way to provide input on development near them. Over the years these hearings have set up false expectations for both the Commission and the public regarding what items can be discussed, what conditions can be placed on a developer, the proper timing of those conditions and the ability for the Commission to completely deny an application based solely on the City's Comprehensive Plan. During preliminary plat hearings the public often testifies regarding things that are outside of the Commission's scope or influence. These hearings have worked to create more frustration on everyone's part rather than provide the opportunity for discussion that they were intended for.

By eliminating the hearing requirement but instituting a neighborhood meeting requirement it removes the formality and limitations of the current process. Developers will be required to engage with neighbors earlier in the process where adjustments can be made while they're still developing their initial layouts. Developers and neighbors are also more free to discuss development plans and concerns openly with each other. Eliminating the hearing at this stage in the development process also clarifies the appropriate time for neighbors to voice any concerns regarding potential uses, setbacks, lot sizes, buffering requirements, etc. The correct time for neighbors to voice support or opposition for these items is during the zoning process, i.e., annexation and initial zoning, rezone requests and during Comprehensive Plan amendments. Once a property has been zoned the loses many of its ability to influence the overall development of the property.

The purpose of the preliminary plat, as defined by the Subdivision Ordinance, is to review the proposed lot layout of the subdivision, including utilities, lots and blocks, streets and proposed zoning when dealing with an unannexed parcel. These items can all still be reviewed, neighborhood influenced, and effectively addressed without the need for a hearing.

August 3, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Joanne Denney, Gene Hicks, George Morrison, Natalie Black.

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.

CHANGES TO AGENDA: None.

MINUTES: Morrison moved to approve the Minutes from July 20, 2021, Denney seconded the motion and it passed unanimously.

Public Hearing(s):

5. RZON 21-015: REZONE. Amendment of the Subdivision Ordinance, Section 10-1-8 and the Comprehensive Zoning Ordinances, Sections 11-6-2, 11-6-3, 11-6-4, 11-6-8, 11-7-1 outlining a process to require neighborhood meetings as part of the development process for preliminary plats, Planned Unit Developments, Rezoning or Conditional Use permits.

Dixon opened the public hearing.

Applicant: City of Idaho Falls. Beutler presented an amendment to the Subdivision Ordinance and Zoning Ordinance to deal with a requirement for neighborhood meetings. Beutler stated that they have found that things go better with applications when a neighborhood meeting has been held and the residents feel heard, and the developer understands concerns of the neighbors better. Beutler indicated that City Council has directed staff to draft ordinance language that would amend the Subdivision Ordinance and the Zoning Ordinance and require a neighborhood meeting prior to making application to the City for preliminary plats, planned unit developments, rezoning designations and conditional use permits.

Dixon asked if the zone matters or if it is any preliminary plat. Beutler indicated it is any preliminary plat no matter the zone.

Hicks asked if the staff report would reflect that there had been a meeting. Beutler agreed and stated that the items that would require a hearing are all items that have an associated public hearing and that was the break of what application types would require neighborhood meetings. Beutler stated that the Code language would require that the applicant, as part of their application the date and time they held the meeting, who was notified, how it was notified, minutes of the meeting that would show concerns raised, and encourage the developer to include ways that they addressed the concerns, and all that information would come to the Planning Commission as part of the packet during the hearing items.

Beutler stated that it is proposed that they remove the requirement for a public hearing for a preliminary plat but would still require the neighborhood meeting prior to the application.

Beutler stated that the preliminary plat at the Planning Commission level would be a business item. Beutler added that State Statute does not require that they hold a public hearing during the platting process, it only requires that they outline the subdivision ordinances. Beutler further added that Bonneville County doesn't require public hearing as part of preliminary plats; City of Ammon does when the Planning Commission deems it necessary, or they receive a petition of some sort. Beutler stated that the purpose of the public hearing during the preliminary plat process was to ensure that the residents felt heard and had due process. Staff feels that if they require the neighborhood meeting that process can be handled as part of the neighborhood meeting, in a less formal setting. Beutler stated that often they are reminding people what is appropriate to testify about and what is truly being considered and reminding the developer what is being addressed, so the public and developer would be more free to discuss in the neighborhood meeting setting rather than in this formal public hearing. Beutler stated that in 2016 they started tracking software and since then they have had 24 applications for preliminary plats and of those 24 applications there have been 5 applications that have gone to appeal, a couple have asked for reconsideration and come back to the Commission. Beutler has gone through those meeting minutes and looked at what the public is wanting the Commission to address as part of the hearing as follows: adjacent property owners don't like lot size; housing type is not desirable; concerned about school bus stops and school crowding; concerned about property values; use podium to ask questions (Q&A) from developer and not for stating testimony; feedback on engineering and construction; concerned about perceived demographic; traffic concerns, safety, perception of traffic safety; nuisance issues; water rights questions; questions about utilities and input on utility alignment; issues with notice being given; questions on CC&Rs. Beutler stated that he did not just pick things that the commission doesn't have jurisdiction over, but he has gone through each comment and highlighted every concern. Beutler stated that very rarely is there a suggestion regarding layout or traffic flow that has changed or informed the decision regarding the preliminary plat. Beutler is concerned after review because they are creating an expectation that as a resident if I don't like it or have questions this public hearing is the forum to voice those concerns and then the Planning Commission has the ability to deal with it and address the concerns or deny a project based on those things. Beutler stated that in recent hearings Beutler and Kirkham have tried to keep the Commission in the law and are often times telling the Commission they cannot address that or condition the preliminary plat to address those items. Beutler stated that creates frustration on the Commission and Council's part and the residents' part because the residents feel like this public hearing should be something that it is not.

Beutler presented the staff report, a part of the record.

Hicks sees this as the contractor having a better understanding when he makes the presentation and a better presentation to the Commission. Beutler agreed and stated that it will still be a public meeting and residents will recognize this is on an agenda and can come and observe and provide written comments, but it will take a lot of the emotion out of the room, and allow the Commissioners to have a dialogue with the developer about the neighborhood meeting notes and the concerns that were raised and how the developer addressed those conditions and concerns without the emotion of the meeting.

Morrison feels it is a good idea.

Dixon feels that one of the rolls that the Planning Commission serves is to get things on the record that matter and should be considered in a decision and leverage the City Council's time. Dixon feels there is a difference between a developer and a neighbor talking face to face versus both of them talking to the Commission. Dixon thinks there might be more emotion with just the developer and the neighbors meeting with no body in between. Dixon feels that is part of the job of the Commission. Dixon has become more frustrated over the years because during zoning, a single zone will cover everything like LC includes many residential types. Dixon would like the zones to mean what the name means rather than having to explain what all can be in a zone. Dixon is concerned that with the neighborhood meeting the developer will report back, that this is the concerns of the neighborhood, but we still want to do what we wanted to do originally, and it is allowed in the zone, so it has to be allowed, then what is the purpose of the neighborhood meeting.

Beutler stated that the Planning Commission can still address Comprehensive Plan issues, and this would not take the review capability away, it just wouldn't be a public hearing, but rather a business item. Dixon isn't sure they would get enough input to know what matters. Beutler stated that the Commissions role is to know and understand the long-range comprehensive plan and understand enough about the codes so they can make those decisions and staff will be available to guide and direct. Beutler stated that when he reviewed the meeting minutes, he did not find a lot that was informative and helpful because most things could not be considered.

Support/Opposition:

Dustin Mortimer, 769 Wilschire, Idaho Falls, Idaho. Mortimer was attending the meeting on behalf of the area real estate association to learn. Mortimer stated that his family is developers and builders. Mortimer is mixed on the idea. Mortimer lived in Boise where this was common, and developers were used to going to neighbors and here it is not as common. Mortimer stated that as a developer this is a great idea and would help business move quicker. Mortimer stated any time you can dissuade fears and create education you will speed up development timing and that will give you more feedback to get a better product for everyone. Mortimer stated that as a due process concern, he is worried about removing completely the public hearing portion with a worry about those that cannot make the neighborhood meeting might feel they lose a voice in not being able to come to the Commission. Mortimer stated that as he read through the additional notes he did not know how responsible the developers would be in taking minutes so he is concerned that the Planning Commission might not get proper feedback and notes. Mortimer is concerned about missing comments or feedback that the Commission would want that they could get in the public hearing.

Hicks stated that there will be a public meeting so the neighborhood meeting will be documented and even if it is not documented properly, it is still a public meeting. Mortimer understood that the neighborhood meeting would replace the public comment time during the Commissioner meeting. Hicks understands that it would replace that, but it would also let the public discuss things that they cannot discuss in this meeting. Mortimer agreed with Hicks and feels it would streamline a lot of the questions that the Commissioners would get because the developer could answer most questions at the neighborhood meeting. Hicks agrees that the neighborhood meeting would require the developer to be more educated.

Dixon asked Mortimer how well the public meeting would cause the developer to be more organized in presenting what they want to do, or would they go into the meeting less prepared in the development with more of an open-ended idea. Mortimer feels that they would be more prepared. Mortimer added that most developers would have an engineering that has been prepared so they can show and understand what they are doing. Mortimer feels that a sophisticated developer would already be to that point before the neighborhood meeting.

Dixon is concerned about applicants that are well prepared and show what they are planning to do but that could be early on in the development like the zoning hearing and the public during the hearing gets a feel for what might be built there, and after the zone is approved, they sell the property and something different is developed that is allowed in the zone. Dixon stated that this idea would work good if an applicant is intending to go through with the development.

Black asked Mortimer if he found the meetings in Boise to take away the public's fears and questions and have the developers been responsive. Mortimer stated that there is a level of connection and education and relationship building that comes into play.

Morrison stated that page 8 of the draft shows very specific details on how to report the neighborhood meeting. Dixon agrees that the list of reporting criteria goes farther than what the Commission does.

Black is concerned that this puts a burden on the developer to collect this information and report it. Mortimer stated that it is not an undue burden. Mortimer stated that setting up a meeting has more positives than negatives.

Beutler stated that it will only be preliminary plats that they would remove the public hearing item from the Commission, and the other items that require a neighborhood meeting would still have a public hearing, such as a rezone, PUD, CUP. Beutler stated that the Commission can still deny those based on the Comprehensive Plan. Beutler stated that when they get into the plat, they struggle on what can they require of the developer, and in the City they have certain development rights and when it comes to platting it is a checklist of did they meet the minimum standards. Beutler stated that the requirements include that they take notes and provide the Commission information on who is opposed/favor of the development. Beutler agreed that without a verbatim transcript they could have the potential to have the developer say one thing and the neighbors say another thing or understood an agreement differently, and that issue exists now, and it will always exist.

Denney asked if there is a point where the citizens actually get to talk to the City about their concerns. Denney asked if Mayor and City Council will keep the public hearing portion of the preliminary plats. Beutler stated that the Preliminary Plat would not have a public hearing with that process, however residents can contact staff at any time throughout the process to address comments and concerns and the staff can work with the developer to address those issues. Beutler confirmed that with this Ordinance there would not be a public hearing as part of the preliminary plat. Beutler stated that they still have the appeal process and if a resident feels like the Planning Commission made a poor decision the decision can be appealed to City Council and the appellant would still have the ability to present.

Dixon asked if an option for tonight is to table this item until they have a chance to read through the 10 pages of draft that they saw tonight, and then the next meeting they don't have to go

through the public hearing, they can just take the testimony received and act at that time. Beutler indicated that they can table it to review the information. Kirkham stated that it is up to the Commission if they are going to have additional testimony. Kirkham advised that this is a quasi-judicial so the input that is going to be considered should be limited to what is introduced to you tonight, so if a developer or a member of the public reaches out to you in between the time that you are considering these things, no additional comment or input should be considered.

Beutler asked Kirkham to clarify that the full staff report is not provided in the packet and the ordinance language that the Commission got tonight is just the Ordinance language, and there are additional documents as part of the report. Beutler asked if that could be provided to the Commission or would that be considered additional testimony. Kirkham stated that it would be additional testimony and unless the Commission reopens the hearing, they can't consider that. Kirkham encourages Boards to make decisions the same night they have a hearing because it can delay decisions significantly. Beutler stated that there is nothing additional in the materials not provided that hasn't been discussed tonight. Dixon confirmed that the Commission is not being asked to go line by line through the Ordinance, but rather being asked for a big decision of do they approve this idea or not.

Dixon closed the public hearing.

Black said WOW and feels that this Ordinance would take the whole point of the Planning Commission away. Black feels that their main job is listening to the public input, and they are the neutral person between the applicant and the public. Black stated that she knows the point is to look through the agenda item as presented to see if it fits the ordinance, and that is what the final decision is made on. Black feels that the developers should have the meeting, but has not wanted to require the meeting, but she feels that taking that public hearing away from the Planning Commission and put it in the hands of the developer is awful. Black feels the developers could have a meeting and take the input and not do anything. Black feels that when the developers know that a neutral party is considering the input as well, it makes a difference. Black doesn't want contentious meetings, but it is the public's chance to voice their issues good and bad for the development. Black stated that general public doesn't know they can go to the City and voice concerns or get questions answered, all they know is that there is a public hearing. Black feels that they have to follow the ordinance and what the law says, and they can say that to the public during the hearing. Black feels this would turn the Commission into a "rubber stamp."

Morrison wonders what the public will think about this.

Denney can see pros and cons. Denney has mixed feelings. Denney realizes that citizens have access to other means of communication, but this ordinance seems to be closing a door on the public by not allowing them to have a public hearing to air their feelings. Denney doesn't want contentious meetings, but she feels that the public needs the opportunity to speak in a public forum. Denney questions whether developers would take good notes to address concerns.

Hicks has been advocating for this for a long time and thinks it is a good move forward and he cannot see where it will take away the Commissions responsibility nor will it take away the publics ability to complain or act in any manner that they haven't already. Hicks believes this will benefit the public by answering questions directly between the public and the developer that couldn't be answered during the Commission meetings. Hicks stated that often the public asks questions of the Commission that are actually questions of the developer and those cannot be

answered. Hicks believes that it will take time and there will be developers who will fail at the meetings, but others will make this work extremely well and take it as a move forward to have a better relationship with their neighborhood. Hicks added that information never hurt any one and supports this application.

Dixon agreed with Hicks that having the commission as the neutral in between party can get in the way of the relationship with the developer and neighbors.

Dixon asked Black why she would recommend a meeting, but not require it of a developer. Black stated that she felt it was an undue burden on the developer. Black feels it is wise, but just another step for the developer to go through. Black stated that if the public hearing is taken from the Commission and given to the developer it could defuse a lot of issues and could build a relationship, but if it doesn't happen properly, will the public feel like they had their voice. Black understands that often they listen to testimony that has nothing to do with the application, but the public felt that they had their chance and a voice to the City. Black stated that they still have to remember who is not in the room and when you have the public just meeting with the developer others aren't represented in a public meeting with the developer. Black stated that she would be more in favor of requiring the developer to have a meeting, but still feels they need the public hearing with the Commission.

Dixon asked Hicks if he is concerned that promises made by the developer are not on the public record. Hicks questioned whether a developer would make promises. Hicks stated that some meetings are going to work great, and some are not.

Dixon stated that things have evolved over the years with how the Commission has handled applications. Dixon stated that this is another proposed change.

Morrison stated that he has always had a problem with the 300' notice and wants a bigger circle around the development for notice.

Hicks moved to recommend to the Mayor and City Council approval of the Amendments to the Subdivision Ordinances outlining a process to require neighborhood meetings as part of the development process for preliminary plats, Planned Unit Developments, Rezoning and Conditional Use Permits as presented, Morrison seconded the motion. Dixon called for Roll call vote: Hicks, yes; Morrison, yes; Denney, yes; Black, no. The motion passed 3-1.

Black opposed the motion for the reason that the this is a drastic change for the developers and would like to see the City require the meeting first and still have the meeting with Planning and Zoning before they just erase the public hearing.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 11 OF THE IDAHO FALLS CITY CODE TO INCLUDE A NEIGHBORHOOD MEETING AS A REQUIRED PART OF AN APPLICATION FOR PRELIMINARY PLAT, PLANNED UNIT DEVELOPMENT, REZONING, OR CONDITIONAL USE PERMIT; CHANGING A PRELIMINARY PLAT HEARING TO A MEETING, CORRECTING SMALL ERRORS IN THE SUBDIVISION CODE AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, Idaho Falls strongly believes in citizen participation and collaboration in City planning and development; and

WHEREAS, the 2013 Idaho Falls Comprehensive Plan states the City should develop a program to involve neighbors early in the community development process; and

WHEREAS, neighborhood meetings at the conceptual stage of development are a powerful tool for developers and surrounding neighbors to come together to share visions, discuss concerns, and work toward a better end result; and

WHEREAS, neighborhood meetings also lead to more informed and productive public hearings because the hearing is no longer the discovery meeting for the residents; and

WHEREAS, the neighborhood meeting gives the developer an opportunity to share their development concept with the community and allows neighbors to ask questions and to discuss concerns related to the development proposal; and

WHEREAS, the goal of the neighborhood meeting is to facilitate an open dialog between the developer and the surrounding neighborhood during the early stages of the development process and to give the developer an opportunity to answer questions and to resolve concerns prior to the Planning Commission public meeting; and

WHEREAS, requiring a neighborhood meeting prior to Planning and Zoning approval of an application for a preliminary plat, planned unit development, rezoning, or conditional use permit should result in an efficient public hearing; and

WHEREAS, because the Neighborhood Meeting is now part of the preliminary plat application process, the hearing of the Planning and Zoning Commission will now be a meeting.

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

SECTION 1. Title 10, Chapter 1, Section 8 of the City of Idaho Falls Code is hereby amended to read as follows:

10-1-8: PRELIMINARY PLAT APPROVAL PROCESS:

...

(B) Submittal and City Staff Review Process:

...

(2) Application and Contents of Preliminary Plats. The application and plat shall accurately and fairly describe and depict all improvements, structures, boundary lines, lot configurations, area to be developed, existing and proposed land use and zoning, grades, land contour, recreational and public use area, utilities, water works, topography, streets, alleys, easements, and shall contain such other information as may be necessary to determine if the proposed subdivision complies with the requirements of this Chapter. Proof of compliance with the Neighborhood Meeting requirements of the Zoning Code shall be submitted as part of a complete application. The plat shall be drawn in accordance with generally accepted engineering standards and practices and shall be drawn in such a manner as will assure legibility, clarity, reproducibility, accuracy, uniformity, and neatness of the plat.

...

(6) Preliminary Plat Public ~~Hearing~~Meeting.

a. After the review of City staff comments and recommendations have been addressed and resubmitted to the Community Development Services Department, a public ~~hearing-meeting~~ at a regularly scheduled meeting with the Planning and Zoning Commission shall be scheduled to consider the preliminary plat. Notice of the preliminary plat ~~hearing-meeting~~ shall be pursuant to requirements of the Idaho Local Land Use Planning Act. Within sixty (60) days following the date of the Commission meeting at which the plat and application were first submitted, the Commission shall complete its review and shall approve, conditionally approve, or disapprove of the preliminary plat and application, unless an extension of time is agreed to by the Commission and the developer.

(C) Planning and Zoning Commission Review.

(1) When acting on a preliminary plat application, the Planning and Zoning Commission shall review the preliminary plat to determine that the preliminary plat is consistent with the principles contained within the Comprehensive Plan and is in compliance with this Chapter and all applicable Federal, State, or local laws. In

conducting such reviews, the Commission may recess such ~~hearing-meeting~~ for good cause and may solicit information, data, studies, or comments necessary to determine such compliance. In the event the Commission conditionally approves the preliminary plat, it shall advise the developer in writing of the conditions under which the approval is granted, and upon developer's compliance with such conditions and the Director's written certification thereof, the preliminary plat shall be deemed approved. If approval of the plat is denied, the Commission shall advise the developer, in writing, of the reasons for denial of the preliminary plat application.

...

(D) Appeal of Preliminary Plat. Any person aggrieved by the Planning and Zoning Commission decision on the preliminary plat may appeal the Planning and Zoning Commission's decision. Such appeal shall be submitted with the appeal fee to the Community Development Services Department within fourteen (14) days from the Planning and Zoning Commission's written decision and shall list the specific Code provisions or other reasons that the appellant believes comprise error. The appeal is on the record that was produced in the preliminary plat process. The appeal shall be scheduled for consideration at a Council meeting and shall occur within sixty (60) days following receipt of the appeal. Upon considering the preliminary plat appeal, the Council may uphold the appeal, deny the appeal, or remand the appeal to the Planning and Zoning Commission for further action, ~~including direction to reopen the public hearing to receive further information.~~

...

SECTION 2. Title 10, Chapter 1, Section 13 of the City of Idaho Falls Code is hereby amended to read as follows:

...

(C) Petition for Public Hearing: Any affected person may at any time prior to final action on an application required or authorized under this chapter, if no hearing has been held on the application, petition the City in writing to hold a hearing, provided that if twenty (20) affected persons petition for a hearing, the hearing shall be held.

~~(C)~~ **(D)** Appeals of Final ~~Decisions~~ **Decisions**: Any person denied a permit or aggrieved by a final decision of the City, may, within sixty (60) days after all remedies have been exhausted under this Code, seek judicial review pursuant to the judicial review procedures set forth in Title 67, Chapter 65 Idaho Code.

SECTION 3. Title 11, Chapter 6, Section 2 of the City of Idaho Falls Code is hereby amended to read as follows:

...

11-6-2: DUTIES AND AUTHORITIES.

...

(E) Summary of Actions/Decisions. Table 11-6-1 Summary of Actions/Decisions that follows is a list of the actions/decisions the City shall take in the administration of this ~~code~~Code, the decision body responsible and the process and findings under which the action shall be granted.

...

SECTION 4. Title 11, Chapter 6, Section 3 of the City of Idaho Falls Code is hereby amended to read as follows:

...

11-6-3: APPLICATION PROCEDURES.

The purpose of this Section is to outline the application procedures for a permit or decision under provisions of this Code.

(A) Application Requirements.

...

(2) All requests for permits and decisions in accordance with this Code shall submit a complete application to the Zoning Administrator on forms approved and provided by the ~~city~~City.

...

(7) No application for a preliminary plat, Planned Unit Development, rezoning, or Conditional Use Permit shall be considered complete until all materials required for compliance with the Neighborhood Meeting in this Code are received by the City.

~~(C)~~ Action on the Application. After an application has been determined to be complete, an action or decision shall occur as follows:

(1) For an administrative decision identified as “ADM” on Table 11-6-1 Summary of Actions/Decisions, the Zoning Administrator shall act upon the application within thirty (30) days.

(2) For a permit request identified as “P” on Table 11-6-1 Summary of Actions/Decisions, the decision-making authority shall act upon the application within sixty (60) days.

(3) For an application requiring a public hearing identified as on Table 11-6-1 Summary of Actions/Decisions, the initial hearing shall be held no later than sixty

(60) days after the date of the determination of completeness, unless waived by the applicant.

(~~DC~~) Public Hearing Procedures. All applications subject to a public hearing as identified on Table 11-6-1 Summary of Actions/Decisions, shall follow the public hearing requirements consistent with Idaho Code.

(~~ED~~) Appeal Procedures for Decisions of the Zoning Administrator.

...

(~~EE~~) Expiration of Action on Applications. All application approvals shall expire one (1) calendar year from the date of approval unless:

...

(~~GF~~) Resubmittal.

...

(~~HG~~) Certificate of Occupancy. No certificate of occupancy shall be issued for any approved application until the development has been inspected and determined to be in compliance with all terms and conditions of the permit, including but not limited to, proper installation of all required improvements.

(~~HH~~) Application Procedures for a Planned Unit Development (PUD).

...

(2) Prior to the filing of an application for a PUD permit and following a Neighborhood Meeting required by this Code, the applicant shall request, and the Zoning Administrator shall schedule, a pre-application conference with the Planning Division staff and other City staff, as deemed necessary.

...

SECTION 5. Title 11, Chapter 6, Section 4 of the City of Idaho Falls Code is hereby amended to read as follows:

11-6-4: DECISION-MAKING PROCEDURES.

...

(E) Types of Hearings.

...

(2) Two Meeting ~~Quasi~~Quasi-Judicial Hearings.

(a) General. Two Meeting Quasi-Judicial Hearings shall be required when the permit or regulatory change sought requires a sequence of two (2) or more public hearings before final action may be taken on the request. The initial public hearing shall be conducted by the Planning and Zoning

Commission whose task is to prepare a recommendation for submittal to the Council. Following receipt of the recommendation from the advisory board, a second public hearing must be scheduled before the Council before a decision on the request may be rendered. Like those hearings classified as Single Meeting Quasi-Judicial Hearings the rights of individuals are at stake and the protection of those rights is a prime purpose of the required procedure. Like a Single Meeting Quasi-Judicial Hearings procedure, the resulting decision from a Two Meeting Quasi-Judicial Hearing procedure is final unless appealed to a subsequent decision-making tribunal. Unlike the Single Meeting Quasi-Judicial Hearings procedure, care must be taken in the steps between the initial and second hearing to protect the interests of all parties involved. Two Meeting Quasi-Judicial Hearings are used in request for changes in zoning district boundaries, changes to the Comprehensive Plan when sought in conjunction with a request for a change in zoning district boundaries, Planned Unit Developments.

...

SECTION 6. Title 11, Chapter 6, Section 8 of the City of Idaho Falls Code is hereby added to read as follows:

11-6-8: THE NEIGHBORHOOD MEETING

A. Purpose. The purpose of the Neighborhood Meeting is to allow the developer to present the proposal to neighbors and other members of the public prior to the formal public Meeting or hearing so that the parties can discuss and consider neighborhood impacts, compatibility, public safety, mitigation of impacts, design and construction elements, traffic, and the like. It gives the developer the opportunity to explain how the proposed development is consistent with the principles in the Comprehensive and complies with this Code. A further purpose is to allow developers to have related applications considered concurrently by the hearing bodies.

B. When Required.

(1) A Neighborhood Meeting shall be required for each of the land use matters below. Where the applicant desires to file more than one (1) application involving the same project and/or property and desires all related applications to be considered within the same hearing, only one (1) Neighborhood Meeting shall be necessary, as long as all relevant applications are discussed in such Neighborhood Meeting.

(2) A Neighborhood Meeting shall be required as a prerequisite to filing of an application with the City for the following land use matters:

(a) Preliminary Plat;

(b) Planned Unit Development;

(c) Rezoning;

(d) Conditional Use Permit; or

(e) Any combination of the foregoing.

C. Notice of Meeting.

(1) Notice of the Neighborhood Meeting shall be given to all property owners of record within three hundred feet (300') of the subject property. Such notice shall be provided at least fourteen (14) days before the first Neighborhood Meeting regarding the subject property. Notice of the Neighborhood Meeting shall be made by mail to the current or last known address of the property owners of record. Property owners of record shall be determined by review of records in the possession of Bonneville County. Alternatively, the City may provide a list of property owners to the applicant upon receipt by the City of the proper request form and the appropriate fee.

(2) Notice shall include a vicinity map, the general nature of the proposal, the size of the land, the number of lots/dwelling units, the date, time and location of the meeting, and the name, address, telephone number and email address of a contact person. The Neighborhood Meeting shall be set at a date, time, and place reasonably calculated to facilitate the attendance of the property owners who are required to receive notice. Evening meetings during the work week are encouraged.

D. Format.

(1) General. The applicant or applicant's representative shall conduct the Neighborhood Meeting according to orderly procedures. The person conducting should provide the participants in the Neighborhood Meeting a fair chance to be heard. The person conducting will have the authority to recognize participants in the Meeting and to maintain order in the conduct of the Neighborhood Meeting. Formal rules of evidence will not apply during the Neighborhood Meeting, but the person conducting may limit the duration of comments or presentation where necessary to give the broadest number of participants the opportunity to express their views.

(2) Order. The Neighborhood Meeting shall generally be conducted in the following order; however, the Meeting should not be so formal that it precludes or unduly limits participation by those in attendance nor should it be so unruly that information gathering and exchange cannot occur:

(a) Opening of the Meeting and a call to order;

(b) Introduction of the proposal/project by the applicant and/or the applicant's representatives;

(c) Public comments in support of the application;

(d) Public comments in opposition of the application;

(e) Questions and/or other public testimony;

(f) A response of the applicant (if desired by applicant);

(g) Any related business; and

(h) Close of the Neighborhood Meeting.

(3) Other. Conduct by all participating in the Neighborhood Meeting should be respectful, should avoid personal attack, and should be directed toward gathering and exchanging information regarding the proposal(s).

E. Scope. Each Neighborhood Meeting shall be conducted so that those in attendance can discuss the project/proposal which is the subject of the application(s) to be filed. Where more than one (1) application is to be considered in the same public hearing, the Meeting shall include discussion of all related matters. For example, where there is to be a submittal for a rezoning along with a preliminary plat, both shall be thoroughly discussed in the Neighborhood Meeting.

F. Submission of Neighborhood Meeting Materials to City.

(1) Time to submit materials. Neighborhood Meeting materials required to be submitted pursuant to this Code shall be submitted with the application(s) and relevant fee(s).

(2) Materials to be submitted. The following shall be submitted to the City with the original filing of the land use application(s) and shall constitute part of such land use application(s):

(a) Time, date and location of the Neighborhood Meeting;

(b) Names and addresses of property owners to whom notice was sent;

(c) Names and addresses of all attendees;

(d) Summary of comments, suggestions and discussion;

(e) Applicant's response to comments, suggestions and discussion, including any modifications made or intended to be made to the project proposal/application as a result of the Neighborhood Meeting comments; and

(f) Materials utilized or submitted (including plans, proposals, designs, power point presentations, maps, handouts, petitions, letters, studies, etc.) shall be submitted with the application for the related project(s). The summary of comments, suggestions and discussion should be extensive enough to allow the reader to understand what occurred.

(g) A verbatim transcript of the Neighborhood Meeting is not required nor is a video and/or audio tape (unless the applicant wishes to submit it).

G. Notice of Hearing. Following receipt by City staff of the required submittals with the application and fee(s), notice of a public hearing on the related application(s) shall be scheduled before the Planning and Zoning Commission. If required, notice of such public hearing shall take place not less than fifteen (15) days prior to the required public hearing before the Planning and Zoning Commission pursuant to this Code.

SECTION 6. Title 11, Chapter 7, Section 1 of the City of Idaho Falls Code is hereby amended as follows:

11-7-1 DEFINITIONS

...

Neighborhood Meeting: A meeting required to be held and conducted by an applicant for certain types of proposed land use changes in order to provide an opportunity for dialogue between the applicant and the public, especially those who live close to the property that is the subject of the application. The Meeting must be held in advance of any formal Meeting or quasi-judicial hearing of the application pursuant to the Local Land Use Planning Act.

SECTION 8. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

SECTION 9. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 10. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect on January 1, 2022, 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
TITLE 11 OF THE IDAHO FALLS CITY CODE TO INCLUDE A
NEIGHBORHOOD MEETING AS A REQUIRED PART OF AN APPLICATION
FOR PRELIMINARY PLAT, PLANNED UNIT DEVELOPMENT, REZONING,
OR CONDITIONAL USE PERMIT; CHANGING A PRELIMINARY PLAT
HEARING TO A MEETING, CORRECTING SMALL ERRORS IN THE
SUBDIVISION CODE AND PROVIDING SEVERABILITY, CODIFICATION,
PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK