



# City Council Meeting

## Agenda

680 Park Avenue  
Idaho Falls, ID 83402

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Wednesday, November 10, 2021

7:30 PM

City Council Chambers

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

### Welcome.

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

### Opportunity for General Public Comment.

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

### Public Hearing Participation Guidelines.

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

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

1. **Call to Order.**
2. **Pledge of Allegiance.**

**3. Public Comment.**

Please see guidelines above.

**4. Consent Agenda.**

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

**A. Municipal Services****1) Bid IF-22-A, Purchase Replacement Street Sweeper for Public Works 21-302**

This purchase includes a trade-in value of \$30,000 for unit #1527, a 2010 Elgin Pelican Sweeper that has reached its useful life and is scheduled for replacement.

**Attachments:** MS\_Bid IF-22-A - Replacement Street Sweeper for Public Works.pdf

**2) Bid IF-22-D, Purchase New Vactor Vacuum Stock Unit for Public Works 21-303**

This purchase is an approved budgeted addition to the Water Department equipment fleet for fiscal year 2021/22.

**Attachments:** MS\_Bid IF 22-D Vactor Vacuum Stock Unit for Public Works.pdf

**3) Bid IF-22-E, Purchase Replacement Vactor Truck for Public Works 21-310**

This purchase includes a trade-in value of \$40,000 for unit #1176, a 2013 International 7500 that has reached its useful life and is scheduled for replacement.

**Attachments:** MS\_Bid IF-22-E Replacement Vactor Truck for Public Works-WW.pdf

**4) Minutes from Council Meetings 21-311**

October 25, 2021 City Council Work Session and October 28, 2021 City Council Meeting.

**Attachments:** 20211025 Work Session - Unapproved.pdf  
20211028 Council Meeting - Unapproved.pdf

**5) License Applications, all carrying the required approvals*****Recommended Action:***

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

**5. Regular Agenda.****A. Public Works****1) Right-of-Way Vacation - Township Road Church Addition, Division No. 2, Instrument No. 1362696 21-305**

A sight-triangle chamfer was dedicated for public use as part of the Township Road Church Addition within Division 2 referred to as Instrument No. 1362696. The alignment for Providence Point Drive has

shifted further to the east eliminating the need for the right-of-way chamfer. Staff has concluded there is no need to retain the right-of-way in question.

**Recommended Action:**

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

**Attachments:** Ordinance

- 2)** Easement Vacation - Parkwood Addition, Division 4, Lot 4, Block 2, **21-306**  
Instrument No. 1362696

The property owners have requested that the underground utility easement residing within Parkwood Addition, Division 4, Lot 4, Block 2 and referred to as Instrument No. 1005885 be vacated to make better use of the property. Staff has concluded that the existing easement is no longer needed.

**Recommended Action:**

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

**Attachments:** Ordinance

- 3)** Resolution to Adopt a Revised Snow and Ice Control Policies and **21-308**  
Procedures Manual

Attached is a proposed resolution to amend the City of Idaho Falls Snow and Ice Control Policies and Procedures Manual as discussed at the August 23, 2021 Council Work Session. The policy has been updated to reflect current snow removal practices and to account for newly annexed streets.

Four streets are proposed for changing plowing practices and include Nevada Avenue, Seattle Street, Technology Drive and Freeman Avenue. If approved, these streets would be plowed to the outside rather than plowed to the center of the roadway. A map is attached that highlight these changes.

**Recommended Action:**

Adopt the resolution to revise the City of Idaho Falls Snow and Ice Control Policies and Procedures Manual which has been updated to reflect current snow removal practices and give authorization for the Mayor and City Clerk to execute the documents (or take other action deemed appropriate).

**Attachments:** Snow Removal Changes.pdf  
Snow and Ice Removal Revision Resolution.pdf  
Snow and Ice Policy 2021-2022.pdf

**B. Idaho Falls Power**

- 1)** IFP 21-38, Additional Spending Request for Fiber Optic Cable **21-304**  
Installation Services

City Council approved Wheeler Electric, Inc.'s original contract to provide the fiber connection and optical network transmitter installation inside customers' homes for an amount of \$456,000.00 on

September 23, 2021. Due to the popularity and high demand for fiber, additional budget authority is required. IFF requests additional spending authority on Wheeler's original contract and pricing for \$600,000.00.

***Recommended Action:***

Idaho Falls Fiber (IFF) requests authorization for additional spending authority on Wheeler Electric, Inc.'s original contract for a not-to-exceed amount of \$600,000.00, (or take other action deemed appropriate).

**Attachments:** 513 - Memo 20210923 IFP-21-38 Fiber Optic Cable Installation Services - Wheeler s b.pdf

**2) IF 20-06, Additional Spending Request for Overhead Fiber Project 21-307**

City Council approved B. Jackson Construction, Inc.'s original contract to provide overhead fiber optic cable services for an amount of \$1,000,000.00 on January 9, 2020. Due to the scale of the project and miles of overhead lines that need to have fiber optic cable strung, additional, ongoing work is required for this four-year project. In the 2020 aerial construction bid, B. Jackson Construction, Inc. was the only qualified and responsive, responsible bidder. IFF staff is not aware of other interested parties in performing this work due to the highly technical and unique nature of the required work. B. Jackson is currently willing to continue to work under the original contracts pricing and terms. IFF staff believes it is the best interests of the customers and the fiber network to request additional spending under the terms of the existing contract, for \$1,000,000.00.

***Recommended Action:***

Idaho Falls Fiber (IFF) requests authorization for additional spending authority on B. Jackson Construction, Inc.'s original contract for a not-to-exceed amount of \$1,000,000.00, (or take other action deemed appropriate).

**Attachments:** 381a - Memo to Mayor for 2020 IFF Overhead Fiber Project with B. Jackson Construction fully executed.pdf

**3) IF 21-37, Additional Spending Request for Fiber Microduct Deep-Drop Installation Services 21-309**

City Council approved B. Jackson Construction, Inc.'s contract to provide deep-drop microduct installation services for an amount of \$140,593.00 on June 24, 2021. Due to the high demand for fiber in areas requiring conduit installation from the fiber backbone to their individual home, additional spending authority is required. To continue to meet the connection requests by customers in these areas, IFF is requesting additional spending authority on B. Jackson's original contract and pricing terms for \$600,000.00.

***Recommended Action:***

Idaho Falls Fiber (IFF) requests authorization for additional spending authority on B. Jackson Construction, Inc.'s deep drop installation contract for a not-to-exceed amount of \$600,000.00, (or take other action deemed appropriate).

**Attachments:** 20210624 IF21-37 Fiber Microduct Deep B Jackson.pdf

**C. Community Development Services**



- 1) Final Plat and Reasoned Statement of Relevant Criteria and Standards, 21-300  
Providence Point Division 1, 1st Amended.

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Providence Point Division 1, 1st Amended. The Planning and Zoning Commission considered this item at its August 3, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

**Recommended Action:**

1. Accept the Final Plat for Providence Point Division 1, 1st Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Providence Point Division 1, 1st Amended 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

**D. City Attorney**

- 1) Opioid Settlement Intrastate Allocation Agreement 21-312

The State of Idaho, through its Attorney General, is recommending settlement of Idaho claims brought against parties variously responsible for manufacture, sale, promotion, distribution, and/or utilization of pharmaceutical opioids which resulted in the opioid crisis and its unnecessary costs to governmental entities. In order to secure its proportional share of the negotiated settlement amount, the City needs to deliver to the AG's office an executed sign-on form (the Intrastate Allocation Agreement) before December 3, 2021.

**Recommended Action:**

Authorize the Mayor to sign and deliver to the Idaho Attorney General's office the Agreement/ sign-on form before December 3, 2021 (or take other action as necessary).

**Attachments:** Idaho Allocation Agreement Sign-On Form.pdf

- 2) Ordinance Revising and Standardizing Title 2 of City Code 21-313

City Code Title 2 establishes and regulates various City boards, commissions, and advisory committees. The proposed Ordinance is intended to standardize the structure and functions of the various boards, commissions, and committees while maintaining particularized language where it serves a practical or legal purpose. The proposed Ordinance also retires several groups no longer essential to City functions.

**Recommended Action:**

Approve the Ordinance revising Title 2 of the City Code 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, or reject the Ordinance).

**Attachments:** Ordinance - Title 2 Revision 11.5.21.pdf

6. **Announcements.**

7. **Adjournment.**

# Memorandum

File #: 21-302

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Wednesday, November 3, 2021  
**DEPARTMENT:** Municipal Services

## Subject

Bid IF-22-A, Purchase Replacement Street Sweeper for Public Works

## Council Action Desired

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

Accept and approve the purchase of one 2022 Elgin RegenX Sweeper for Public Works from the Sourcewell cooperative purchasing contract #122017-FSC-1 from MetroQuip for a total of \$249,978.39 or take other action deemed appropriate.

## Description, Background Information & Purpose

This purchase includes a trade-in value of \$30,000 for unit #1527, a 2010 Elgin Pelican Sweeper that has reached its useful life and is scheduled for replacement.

## Alignment with City & Department Planning Objectives



The purchase of the replacement sweeper supports the reliable public infrastructure and transportation community-oriented result by replacing equipment that has reached its useful life.

## Interdepartmental Coordination

The Public Works Department concurs with the award recommendation.

## Fiscal Impact

Funds to purchase the replacement sweeper are within the 2021/22 Municipal Equipment Replacement Fund budget for Public Works, Streets Division in the amount of \$325,000.

**Legal Review**

The City Attorney concurs that the desired Council action is within State Statute.

PURCHASE REQUISITION NBR: 0000081386

REQUISITION BY: KRISTA T/BRIAN CARDON      STATUS: SUPERVISOR (#1)      DATE: 10/05/21  
REASON: 2022 ELGIN REGEXX SWEEPER      STREETS MERT  
SHIP TO LOCATION: EQ SHOP--LRG EQ DELIVERY      SUGGESTED VENDOR: 445 METROQUIP, INC.      DELIVER BY DATE: 10/31/21

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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1	NEW 2022 ELGIN REGEXX SWEEPER	288405.00	DL	1.0000	288405.00
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TO INCLUDE:

- 8 YARD MID DUMP HOPPER WITH LIFELINER HOPPER AND VIBRATOR
- 56" MAX DUMP HEIGHT WANDERING HOSE
- 90" PICKUP HEAD WITH VIBRATOR
- 42" SIDE BROOMS WITH TILT/VARIABLE SPEED
- 144" SWEEP PATH
- 365 GALLON WATER CAPACITY
- JOHN DEERE 4045 74HP AUXILIARY ENGINE
- 3 YEAR ELGIN PARTS AND LABOR WARRANTY
- FACTORY TRAINING AT ELGIN IL FOR FOUR (4) CITY OF IDAHO FALLS EMPLOYEES
- CUSTOM WARNING LIGHTS

(CIF UNIT #1576 - STREETS)  
COMMODITY: EQUIPMENT-LRG & TURF  
SUBCOMMOD: EQUIPMENT-MISC LARGE

2	SOURCEWELL CONTRACT DISCOUNT	1.00-	EA	8426.6100	8426.61-
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COMMODITY: EQUIPMENT-LRG & TURF  
SUBCOMMOD: EQUIPMENT-MISC LARGE

3	TRADE IN VALUE	1.00-	EA	30000.0000	30000.00-
	ELGIN PELICAN				
	(CIF UNIT #1527 - STREETS)				

\*  
AS PER BID IF-22-A  
AS PER QUOTE #2022ELGINREGENX2E  
REFERENCE SOURCEWELL CONTRACT #122017-FCS-1

APPROVED AT CITY COUNCIL NOVEMBER 10, 2021  
COMMODITY: EQUIPMENT-LRG & TURF  
SUBCOMMOD: EQUIPMENT-MISC LARGE

REQUISITION TOTAL: 249978.39

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01454025537500	Automotive Equipment	100.00	288405.00
2	01454025537500	Automotive Equipment	100.00	8426.61-
3	01454025537500	Automotive Equipment	100.00	30000.00-

PURCHASE REQUISITION NBR: 0000081386

REQUISITION BY: KRISTA T/BRIAN CARDON      STATUS: SUPERVISOR (#1)      DATE: 10/05/21  
REASON: 2022 ELGIN REGENTX SWEEPER      STREETS MRF

SHIP TO LOCATION: EQ SHOP--LRG EQ DELIVERY      SUGGESTED VENDOR: 445 METROQUIP, INC.      DELIVER BY DATE: 10/31/21

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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249978.39

REQUISITION IS IN THE CURRENT FISCAL YEAR.



# QUOTE

MetroQuip, Inc.

1953 E. Commercial  
Meridian, ID 83642  
ph:(208)344-3318 fax:(208)345-5931  
[idonahoo@metroquip.net](mailto:idonahoo@metroquip.net)

QUOTATION NO. 2022ELGINREGENXM2E  
DATE November 3, 2021  
CUSTOMER ID City of Idaho Falls Streets  
EXPIRATION DATE 11/18/2021

TO Brian Cardon  
City of Idaho Falls Street Department  
2472 N Holmes  
Idaho Falls, ID 83401  
(208) 680-9984

e-mail: [bcardon@idahofallsidaho.gov](mailto:bcardon@idahofallsidaho.gov)

SALESPERSON	FOB	PAYMENT TERMS	DUE DATE
Jake Donahoo (208) 921-0393	Idaho Falls, ID	Standard Terms and Conditions	310-340 Days ARO

\*\*\*AVAILABLE FOR PIGGYBACK ON SOURCEWELL CONTRACT 122017-FCS-1\*\*\*

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	2022 Elgin RegenX Sweeper	\$280,887.00	\$280,887.00
	<i>Elgin Features:</i> 8 Yard Mid-Dump Hopper with Lifeline Hopper and Vibrator, Stainless Screens, 56" Max Dump Height Wandering Hose, 90" Pickup Head with Vibrator, 42" Side Brooms with Tilt/Variable Speed, 144" Sweep Path, Hardox Steel Fan, Quick Change Belt, 365 Gallon Water Capacity, PM10 Certified, John Deere 4045 74HP Auxilliary Engine, 3 Year Elgin Parts & Labor Warranty		
	<i>Chassis:</i> Freightliner RH Steer, Cummins Diesel Engine, Allison Automatic Transmission, Air Ride Seat, AC, AM/FM Radio		
1.00	Sourcwell Contract #122017-FCS-1 Discount	-\$8,426.61	-\$8,426.61
1.00	City of Idaho Falls Elgin Pelican Trade-In Value.	-\$30,000.00	-\$30,000.00
4.00	Factory Training at Elgin, IL, Flight, Hotel, Rental Car to Accomodate Four (4) City of Idaho Falls Employees	\$1,475.00	\$5,900.00
1.00	Custom Warning Lights: Ecco 3510, Ecco 3318, Professional Installation by Elgin Factory Certified Technician	\$1,618.00	\$1,618.00
	See attached brochure and build sheet for additional information		
	Includes delivery to the City of Idaho Falls Street Department		

This is a quotation for the goods named, subject to the conditions noted below. This quotation is valid for 30 days from date above unless otherwise noted. The prices do not include freight charges, sales tax, F.E.T., or other applicable taxes unless noted. All sales are subject to availability and/or prior sale.

<b>SUBTOTAL</b>	\$ 249,978.39
<b>SALES TAX</b>	
<b>TOTAL</b>	\$ 249,978.39

To Accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**

# Memorandum

File #: 21-303

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Wednesday, November 3, 2021  
**DEPARTMENT:** Municipal Services

## Subject

Bid IF-22-D, Purchase New Vactor Vacuum Stock Unit for Public Works

## Council Action Desired

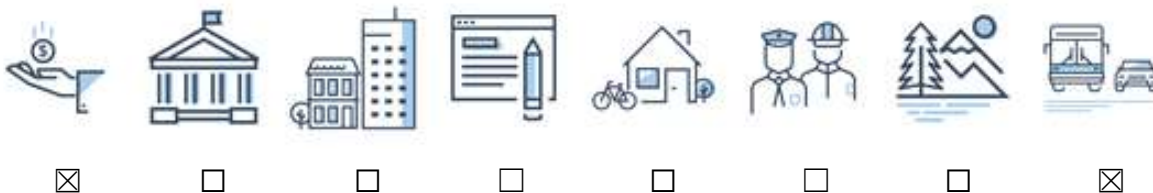
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the purchase of one new 2021 Vactor HXX 18" Vacuum Stock Unit for Public Works from the Sourcewell cooperative purchasing contract #122017-FSC-2 from MetroQuip for a total of \$467,002.86 or take other action deemed appropriate.

## Description, Background Information & Purpose

This purchase is an approved budgeted addition to the Water Department equipment fleet for fiscal year 2021/22.

## Alignment with City & Department Planning Objectives



The purchase of the vactor vacuum stock unit supports the reliable public infrastructure and transportation community-oriented result by acquiring equipment that is needed in the field.

## Interdepartmental Coordination

The Public Works Department concurs with the award recommendation.

## Fiscal Impact

Funds to purchase the vactor vacuum stock unit are budgeted in the 2021/22 Public Works, Water Division for a total of \$467,000.

## Legal Review



The City Attorney concurs that the desired Council action is within State Statute.

IF-22-D  
Water

# METROQUIP



## TRUVAC™

by Vactor Mfg., Inc.

IDAHO FALLS

2021 VACTOR HXX 18" VACUUM - STOCK UNIT	
2021 VACTOR HXX PD, 18" VACUUM, 12 YARD DEBRIS, 1200 GAL WATER - SEE SPECS	\$ 360,606.81
2022 KENWORTH T440, 370 HP, AUTO TRANS	\$ 105,696.05
FREIGHT	\$ 700.00
SLUDGE PUMP ADDER, NOT INCLUDED - \$9,500 <i>NO Per David R.</i>	
<b>TOTAL</b>	<b>\$ 467,002.86</b>
*AVAILABLE VIA SOURCEWELL CONTRACT #122017-FSC-2	
ACCEPTANCE:	
DATE:	

NOVEMBER 2, 2021  
SUBJECT TO AVAILABILITY  
PRICING VALID FOR 30 DAYS

**List Summary**

Order Qty	Part Number	Description	List Price
1	21HXPD36	HXX PD, 18" Vacuum, 12 yrd Debris, 1200 Gal Water	\$287,321.76
1	H160STD	Mandatory Transference Mounting Charge	\$0.00
1	H002STD	DigRight Technology	\$0.00
1	H015ASTD	Blower-Roots 824RCS/18"	\$0.00
1	H011STD	Aluminum Fenders	\$0.00
1	H012STD	Mud Flaps	\$0.00
1	H016STD	Sealed Electrical System	\$0.00
1	H017ASTD	Single Cyclone Separator	\$0.00
1	H020STD	Double Acting Dump Hoist	\$0.00
1	H022STD	2" Y-Strainer w/25' Fill Hose	\$0.00
1	H026STD	Exten Steel Debris Body	\$0.00
1	H040STD	Electronic Low Water Indicator	\$0.00
1	H047STD	Flat Rear Door w/Hyd Locks/Lift	\$0.00
1	H048STD	8" ID Vacuum System	\$0.00
1	H049STD	Multi Flow System	\$0.00
1	H050STD	Handgun Kit 5gpm/10gpm	\$0.00
1	H051STD	75' Retractable Handgun Reel	\$0.00
1	H055STD	Vacuum Relief	\$0.00
1	H056STD	Electronic Back-Up Alarm	\$0.00
1	H057STD	3" Water Tank Drain	\$0.00
1	H058STD	2-1/2" Cam-Lok Water Fill Fittings	\$0.00
1	H059STD	Control Panel Boom Control	\$0.00
1	H060STD	Circuit Breakers	\$0.00
1	H061STD	Tow Hooks -- Rear	\$0.00
1	H063STD	Hydrant Wrench/Tool Package	\$0.00
1	H067STD	Debris Body Deflectors	\$0.00
1	H068STD	S.S. Float Ball Shut Off	\$0.00
1	H069STD	Manual hand pump for boom hydraulic override	\$0.00
1	H080STD	Electronic Low Water Indicator	\$0.00
1	H101STD	1200 Gallon Poly Water Tank	\$0.00
1	H102STD	6" Rear Door Knife Valve w/Camloc, 6:00 position - Standard	\$0.00
1	H103STD	Control Cabinet Tool Box - 36w x 24h x 12d	\$0.00
1	H104STD	Water Pump Cabinet Tool Box - 50w x 30h x 30d	\$0.00
1	H105STD	Digging Lance Package	\$0.00
1	H106BSTD	3 - Fixed Jet Nozzles	\$0.00
1	H107BSTD	4- Vactor Rotator Nozzle	\$0.00
1	H127STD	Grounding cable to tie debris body, sub frame, and chassis	\$0.00
1	H1025STD	8" Inspection Port W/Ladder	\$0.00
1	H1027STD	Removable Boom Turret Box	\$0.00
1	H4011STD	Wireless Remote w/Pump, Vac-Relief - Hand-held	\$0.00
1	H4012STD	Remote Corded Pendant	\$0.00
1	H4019ASTD	ISO 46 Hydraulic Oil	\$0.00
1	H6017STD	Hydraulic Tank Shutoff Valves	\$0.00
1	H8021STD	8" Vacuum Tube Package w/8" Dig Tube	\$0.00
1	H8025ASTD	LED Lights, Clearance, Stop, Tail, Turn, Backup	\$0.00
1	H9020STD	Toolbox, Driver Side Chassis Frame, 48w x 20h x 30d.	\$0.00
1	H9023STD	Toolbox, Passenger Side Chassis Frame, 48w x 20h x 30d.	\$0.00

Quote Number: 2021-43747



1	H9031STD	Camera System, Rear Only	\$0.00
1	H1015B	Folding Pipe Rack, Rear Door	\$986.49
1	H1022STD	Rear Door Splash Shield	\$0.00
1	H1023	Lube Manifold	\$2,160.19
1	H1023A	Plastic Lube Chart, included with Lube Manifold	\$0.00
1	H1026	Debris Body Vibrator, Electric	\$1,629.60
1	H2006	Air Purge	\$1,225.11
1	H2021E	Water Heater, 800,000 BTU's - 12V	\$9,319.76
1	H2021D	Glycol Heated and Foil-Backed Closed Cell Insulated Over Fender / Rear Right Hand Toolboxes	\$1,029.17
1	H4004A	7ft Telescoping Boom, 320 deg. with Removable Turret Box	\$5,197.26
1	H4022STD	Telescopic Boom Elbow, Standard	\$0.00
1	H2021C	Cold Weather Package	\$3,551.17
1	H5017A	20 GPM/3000 PSI Water System in lieu of 10 GPM	\$8,870.65
1	H7004A	Front Station Control, Second Operator Station, Spring Retract Hose Reel, Passenger Side	\$4,224.35
1	H8004D	Rear Mounted, LED Beacon Light	\$1,003.95
1	H8004E	Front Mounted, LED Beacon Light	\$1,003.95
1	H8011	Worklights (2), Boom	\$746.90
1	H8015	Work Zone Lighting, (8) LED Lights	\$2,037.97
1	H9006STD	Hydroexcavating Digging Nozzles & Single Jet Spinner	\$0.00
1	H9021	Toolbox, Passenger Side Behind Tandem, 18w x 48h x 24d	\$1,086.40
1	H9021A	Toolbox, Driver Side Behind Tandem, 18w x 48h x 24d	\$1,086.40
1	H9022	Water Tank Toolbox Driver Side, 48w x 24h x 12d	\$874.94
1	H9025A	Toolbox, Driver Side Subframe in lieu of Tool Tray, 104w x 24h x 22d	\$3,006.03
1	H9025STD	Toolbox, Passenger Side Subframe in lieu of Tool Tray, 104w x 24h x 22d	\$0.00
1	H2027	Remote Mounted, Heated Water Tank Drain Valve	\$2,675.26
1	HP112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	\$0.00
1	LOGO-APPL.	TruVac Logos - Applied	\$0.00
1	512459-30	TruVac Standard Manual and USB Version - 1 + Dealer	\$0.00
1	TPKT370A-CH	Vector Supplied Chassis, Tandem Axle, 2022 Kenworth T440 SBA, 370 HP, Auto, 66,000 GVWR, GHG	\$105,696.05
1	VDS-155	Freight Charges	\$700.00

Chassis Source - Vector Supplied

Module Paint Match Cab - No

Module Paint Color - Grey

Module Paint Color Code - 840976EX Cool Grey 9c

Cab Color - White

Cab Color Code - L0006 WHITE

Certified Unit Weights Required? - No

**Chassis Note:** None

# Memorandum

File #: 21-310

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Thursday, November 4, 2021  
**DEPARTMENT:** Municipal Services

## Subject

Bid IF-22-E, Purchase Replacement Vactor Truck for Public Works

## Council Action Desired

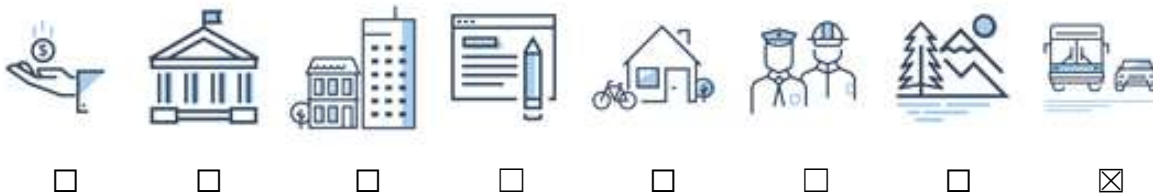
- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the purchase of one replacement 2021 15-Yard Vactor truck for Public Works from the Sourcewell cooperative purchasing contract # 122017-FSC-2 from MetroQuip for a total of \$428,000, or take other action deemed appropriate.

## Description, Background Information & Purpose

This purchase includes a trade-in value of \$40,000 for unit #1176, a 2013 International 7500 that has reached its useful life and is scheduled for replacement.

## Alignment with City & Department Planning Objectives



The purchase of the vactor truck supports the reliable public infrastructure and transportation community-oriented result by replacing equipment that has reached its useful life.

## Interdepartmental Coordination

Public Works concurs with the award recommendation.

## Fiscal Impact

Funds to purchase the vactor truck are budgeted in the 2021/22 Municipal Equipment Replacement Fund for a total of \$450,000.

**Legal Review**

The City concurs the desired Council action is within State Statute.





1953 E Commercial St  
Meridian, ID 83642  
(208)344-3318

Nick Jensen  
njensen@metroquip.net  
(208)995-3250



2021 15 Yard Vactor 2100i on 2022 Kenworth T880 Chassis	
**Available for Piggyback on Sourcewell Contract #122017-FSC-2**	
15 Yard, 18" Blower, 1500 Gallons Water, 80gpm/2500psi	\$351,651.43
Kenworth T880, Cummins X-15 450hp, Allison Automatic 4500 RDS	\$133,750.00
Sourcewell Price	\$485,401.43
Metroquip Discount	\$ (17,401.43)
Trade In of 2012 Vactor 2100 Plus on International Chassis	\$ (40,000.00)
<b>Total Price Sell Price</b>	<b>\$428,000.00</b>
Accepted By:	Date:
	Quoted 11/2/2021

\*Training and Delivery is included in price, 2 day technician training consisting of hands on and classroom training is included.



**List Summary**

Order Qty	Part Number	Description	List Price
1	2115P-18	2100i PD, 18" Vacuum, 15 yrd Debris, Combo	\$255,369.96
1	2017P	Additional Water, 1500 Gal Total (15 yrd)	\$4,106.98
1	5002PA	80 GPM/2500 PSI	\$0.00
1	015STD	Customer Supplied Chassis Modification Charge	\$0.00
1	011PSTD	Aluminum Fenders	\$0.00
1	012PSTD	Mud Flaps	\$0.00
1	014PSTD	Electric/Hydraulic Four Way Boom	\$0.00
1	016PSTD	Color Coded Sealed Electrical System	\$0.00
1	019PASTD	Intuitouch Electronic Package	\$0.00
1	020PSTD	Double Acting Hoist Cylinder	\$0.00
1	025PSTD	Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects	\$0.00
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank	\$0.00
1	030PSTD	Flexible Hose Guide	\$0.00
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack	\$0.00
1	045PSTD	Suction Tube Storage - 4 Pipe	\$0.00
1	046PSTD	1" Nozzle Pipe	\$0.00
1	048PSTD	10' Leader Hose	\$0.00
1	1001PSTD	Flat Rear Door w/Hydraulic Locks	\$0.00
1	1005PSTD	Dual Stainless Steel Float Shut Off System	\$0.00
1	1016PSTD	Microstrainer Prior to Blower	\$0.00
1	1024PSTD	Debris Body Vacuum Relief System	\$0.00
1	1031PSTD	Debris Deflector Plate	\$0.00
1	1033PSTD	60" Dump Height	\$0.00
1	2001PSTD	Low Water Alarm with Water Pump Flow Indicator	\$0.00
1	2011PSTD	3" Y-Strainer at Passenger Side Fill	\$0.00
1	2022PSTD	Additional Water Tank Sight Gauge	\$0.00
1	2023PSTD	Liquid Float Level Indicator	\$0.00
1	3019PSTD	Digital Water Pressure Gauge	\$0.00
1	4006PSTD	Joystick Boom Control	\$0.00
1	4010PSTD	Boom Hose Storage, Post for 5 x 5 Boom	\$0.00
1	5010PSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	\$0.00
1	5011PSTD	3" Y-Strainer @ Water Pump	\$0.00
1	5012PSTD	Performance Package	\$0.00
1	5014PSTD	1" Water Relief Valve	\$0.00
1	5015PSTD	Midship High Pressure Coupling	\$0.00
1	5022PSTD	Side Mounted Water Pump	\$0.00
1	6005PDSTD	Digital Hose Footage Counter	\$0.00
1	6007PSTD	Hose Reel Manual Hyd Extend/Retract	\$0.00
1	6009PSTD	Hose Reel Chain Cover	\$0.00
1	6017PSTD	Hydraulic Tank Shutoff Valves	\$0.00
1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter	\$0.00
1	7003PSTD	Water Pump Hour Meter	\$0.00
1	7004PSTD	PTO Hour Meter	\$0.00
1	7005PSTD	Hydraulic Oil Temp Alarm	\$0.00
1	7007PSTD	Tachometer & Hourmeter/Blower	\$0.00
1	8000PSTD	Circuit Breakers	\$0.00
1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	\$0.00
1	9002PSTD	Tow Hooks, Front	\$0.00



1	9002PSTD	Tow Hooks, Rear	\$0.00
1	9003PSTD	Electronic Back-Up Alarm	\$0.00
1	S390ASTD	8" Vacuum Pipe Package	\$0.00
1	S560STD	Emergency Flare Kit	\$0.00
1	S590STD	Fire Extinguisher 5 Lbs.	\$0.00
1	010P	48w x 22h x 24d Curbside Toolbox with Lighting	\$250.26
1	1003P	Debris Body Washout	\$1,544.24
1	1008P	6" Rear Door Knife Valve w/Camloc, 3:00 position	\$1,233.84
1	1008PB	6" Rear Door Drain Port w/Fixed Basket Screen, 6:00 position	\$578.12
1	1009PD	Full Rear Door Swinging Screen	\$787.64
1	1010PA	Pump Off Ports Only	\$578.12
1	1014P	Centrifugal Separators (Cyclones)	\$5,399.99
1	1015P	Folding Pipe Rack, Curbside, 8" Pipe	\$1,070.88
1	1015PA	Folding Pipe Rack, Streetside, 8" Pipe	\$1,070.88
1	1015PBR	Rear Door Pipe Rack Removed	\$0.00
1	1022P	Rear Door Splash Shield	\$1,572.37
1	1023P	Lube Manifold	\$2,334.79
1	1023PA	Plastic Lube Chart, included with Lube Manifold	\$0.00
1	1026P	Debris Body Vibrator, Electric	\$2,748.01
1	2004P	Continuous Water Tank Fill	\$1,759.58
1	2006P	Air Purge	\$1,323.08
1	3015PA	Hot Shift Blower Drive (automatic Transmission)	\$1,493.80
1	3020P	Digital Water Level Indicator	\$687.73
1	3021P	Digital Debris Body Level Indicator	\$921.50
1	4014P	180 deg. 10 x 15 Rapid Deployment Boom	\$17,660.79
1	4011PB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display	\$3,181.60
1	5008PB	Cold Weather Recirculator, PTO Driven, 25 GPM	\$1,754.73
1	5015P	High Pressure Couplers, Front and Rear	\$616.92
1	5021PC	Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes	\$3,932.38
1	5029P	Cyclone Washout System	\$495.67
1	6003PC	800' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$1,791.59
1	6007PB	Hose Wind Guide (Dual Roller), Auto, Indexing with Pinch Roller	\$5,204.05
1	6008P	Hose Reel Manual Rewind	\$523.80
1	6013P	Hydraulic Tool Package	\$1,476.34
1	6014PA	2 High Pressured Hose Reels	\$2,872.17
1	6019P	Rodder Pump Drain Valves	\$499.55
1	6019PA	Final Filter and Silencer Ball Valve Drains	\$450.08
1	6020PC	Hydraulic Extending 15", Rotating Hose Reel, 1" x 1000' Capacity	\$2,366.80
1	6031P	Front Hose Reel Storage	\$299.73
1	8001PM	Rear Directional Control, LED Arrowstick	\$1,798.38
1	8005P	H.A.L.O. (Handsfree Accessory Light Option)	\$2,897.39
1	8020PL	14 Light Package, 14 Federal Signal Strobe Lights, LED	\$3,292.18
1	8027P	LED Mid-Ship Turn Signals	\$544.17
1	8028P	Worklights (2), LED, 5 x 5 Boom	\$804.13
1	8029P	Worklights (2), LED, Rear Door	\$653.78
1	8029PA	Worklight, LED, Operators Station	\$599.46
1	8029PB	Worklight, LED, Hose Reel Manhole	\$599.46
1	8029PC	Worklight, LED, Curb Side	\$594.61



1	8029PD	Worklight, LED, Street Side	\$594.61
1	9021PB	Camera System, Front, Rear and Both Sides	\$1,211.53
1	9023PA	Safety Cone Storage Rack - Post Style	\$164.90
1	9023PC	Additional Safety Cone Storage Rack - Post Style	\$164.90
1	9070PA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers	\$1,995.29
1	9070PB	Long Handle Tool Storage	\$352.11
1	9071PEL	Toolbox, Behind Cab - 16w 30h x 96d - with Lighting	\$3,431.86
1	9072PBL	Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d - with Lighting	\$1,860.46
1	9074PAL	Toolbox, Driver Side Subframe, 18w x 24h x 24d - with Lighting	\$1,581.10
1	P112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	\$0.00
1	P116	Door Stripe Material, Reflective Tape	\$644.08
1	P124BL	Vactor 2100i Body Decal, Black	\$0.00
1	LOGO-LOOSE	Vactor/Guzzler Logos - Shipped Loose	\$0.00
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	\$0.00
1	CUSTOMER	Vactor Supplied Chassis Kenworth(See Attached Spec)	\$133,750.00
1	Chassis- Mod	Chassis Modifications Charges	\$2,788.75
1	R41264	Chassis modification difference from Custom to PSPT455A (567) chassis	\$-2,879.69

**Sourcewell Price:** \$485,401.43

Price Indicated Includes approved Special Request



## Vehicle Summary

Model:	Unit	T880 Series Conventional	Fr Axle Load (lbs):	20000
Type:		FULL TRUCK	Rr Axle Load (lbs):	46000
Description 1:		PSKT450A2022	G.C.W. (lbs):	66000
Description 2:				
Intended Serv.:	Application	Construction: Vehicles used in the cons	Road Conditions:	
Commodity:		Excavated earth.	Class A (Highway)	85
Type:	Body	Vacuum tank.	Class B (Hwy/Mtn)	10
Length (ft):		23	Class C (Off-Hwy)	5
Height (ft):		13.5	Class D (Off-Road)	0
Max Laden Weight (lbs):		4000	Maximum Grade:	6
			Wheelbase (in):	268
			Overhang (in):	88
			Fr Axle to BOC (in):	74
			Cab to Axle (in):	194
			Cab to EOF (in):	282
No. of Trailer Axles:	Trailer	0	Overall Comb. Length (in):	404.5
Type:		0		
Length (ft):		0	Special Req.	
Height (ft):		0	U.S. Domestic registry, 50-state.	
Kingpin Inset (in):		0		
Corner Radius (in):		0		
	Restrictions			
Length (ft):		120		
Width (in):		102		
Height (ft):		13.5		

Approved by: \_\_\_\_\_

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

Note: All sales are F.O.B. designated plant of manufacture.

Price Level: January 1 2020

Deal: PSKT450A2022

Printed On: 12/3/2020 11:34 32 AM

Date: December 03, 2020

Quote Number: QUO-655003-K8T5N6

# Memorandum

File #: 21-311

City Council Meeting

**FROM:** Kathy Hampton, City Clerk  
**DATE:** Thursday, November 4, 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

October 25, 2021 City Council Work Session and October 28, 2021 City Council Meeting.

## Alignment with City & Department Planning Objectives



- ☐
☒
☐
☐
☐
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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

## October 25, 2021 Work Session - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Monday, October 25, 2021, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

### Call to Order and Roll Call:

There were present:

Mayor Rebecca L. Noah Casper

Council President Michelle Ziel-Dingman

Councilor Jim Freeman

Councilor Jim Francis

Councilor Lisa Burtenshaw

Councilor John Radford (arrived at 4:25 p.m.)

Absent:

Councilor Thomas Hally

Also present:

Rick Cloutier, Airport Director

Brad Cramer, Community Development Services Director

Stephen Boorman, Idaho Falls Power Assistant Director

Sam Ellsworth, Citizen

Michael Kirkham, Assistant City Attorney

Chris Canfield, Public Works Assistant Director

Kent Fugal, City Engineer

Randy Fife, City Attorney

Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:05 p.m. with the following items:

### Acceptance and/or Receipt of Minutes:

It was moved by Councilor Francis, seconded by Councilor Freeman, that Council receive the recommendations from the October 19, 2021 meeting of the Planning and Zoning Commission pursuant to the Local Land Use Planning Act (LLUPA). Roll call as follows: Aye – Councilors Francis, Dingman, Burtenshaw, Freeman. Nay – none. Motion carried.

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

October 28, Idaho Falls Power (IFP) Board Meeting, and City Council Meeting

October 28-30, Boo at the Zoo

October 29, Regional Economic Development for Eastern Idaho (REDI) What's Up in Eastern Idaho Annual Conference

October 30, Real Heroes' Trunk or Treat

November 9, Distinguished Under 40 Luncheon sponsored by the Chamber of Commerce

November 15, Association of Idaho Cities (AIC) Fall Academy

December 3, AIC Legislative Preview

Mayor Casper stated an AIC Board Meeting recently occurred regarding requested items for potential legislation. Items include annexation, broadband within cities, definition and requirement for retaining records, and

### October 25, 2021 Work Session - Unapproved

standardizing the information to be released pertaining to a criminal investigation of a victim. Mr. Fife noted this request is not just limited to victims, it would also include other involved individuals. Mayor Casper noted the legislators are working on refinements of House Bill (HB) 389, she will distribute additional information regarding the Opioid Settlement, and she noted the Memorandum of Agreement for the Greater Idaho Falls Transit (GIFT) has been signed by all parties. Mayor Casper announced Eastern Idaho Public Health (EIPH) will be holding an update/briefing on November 4 regarding Coronavirus (COVID-19), and Rosanna Christopherson, dispatch employee, received Telecommunicator of the Year award for 2021. Mayor Casper stated an employee at the AIC has written a book titled 'Friends at City' that will educate school children about cities. She also stated a program, Readers to Leaders, has been initiated per this book, and the book will be shared with all 3<sup>rd</sup> grade classes in each city with a workbook distributed to all 3<sup>rd</sup> grade students.

#### Liaison Reports and Councilmember Concerns:

Council President Dingman expressed her appreciation to those individuals who are supporting the upcoming Monster's Ball for the Community Food Basket. She noted the mortgage for the Community Food Basket's warehouse is close to being paid off. She also noted GIFT will be releasing a press release in the near future.

Councilor Burtenshaw stated the Idaho Falls Fire Department (IFFD) recently used an alternate method to surplus a transport vehicle (truck), noting this specific truck was recently surplus for \$120,000. She also stated the former fire station on E. 8<sup>th</sup> Street was recently auctioned for \$252,000.

Councilor Freeman stated leaf collection is occurring, noting the schedule is located on the city's webpage. He also stated the irrigation system at Pinecrest Golf Course is anticipated to be operational by fall 2021.

Councilor Francis stated the Idaho Falls Police Department (IFPD) has recently been reaccredited by the Idaho Chiefs of Police Association, an awards ceremony will occur on November 1 to honor officers and citizens, and the chaplaincy program will be graduating new chaplains on November 11. He also stated the zoo is extending the season for October and November (pending snow), Boo at the Zoo tickets are available, and multiple irrigation systems in the rights-of-way and parks are being prepped for winter.

#### Update: Air Service Development:

Director Cloutier stated the Idaho Falls Regional Airport (IDA) is currently served by five (5) airlines (American Airlines, Delta Airlines, United Airlines, Alaska Air, and Allegiant Air) with 13 non-stop destinations. He noted a non-stop flight to Boise will begin June 11, 2022. He reviewed destinations by map including year-round and seasonal destinations. He displayed a picture of the typical morning airplanes at IDA. Director Cloutier reviewed Total Monthly Passenger Traffic as a comparison for 2019 and 2021 and Yearly Passenger Traffic through the end of September comparison for 2019 and 2021. He noted there are close to 92,000 departing seats scheduled for the rest of the year, which is an average of 85% capacity. He anticipated there will be more than 400,000 passengers for the year. Director Cloutier reviewed Car Rental Revenue from January through September comparison for 2019 (\$6,635,388) and 2021 (\$8,825,146). He noted year end 2021 will surpass 2019. Director Cloutier provided a construction update, stating construction began in June of 2020. He displayed photos of the restaurant area stating the restaurant has invested approximately \$200,000 of private funds for a kitchen update. He noted restaurant items will be available 24 hours per day. Director Cloutier displayed additional photos of construction including the Transportation Security Administration (TSA) checkpoint area, the jet bridges (IDA has spent approximately \$175,000 annually for the previous ten (10) years on jet bridge repairs), and gate holding areas (IDA is working through the furniture issues). Director Cloutier believes IDA is the best choice for air travel in eastern Idaho. Per Councilor Freeman, Director Cloutier stated the trigger for the Federal Aviation Administration (FAA) rating is around 225,000 'passengers going' enplanements. He believes IDA will have 250,000 enplanements in the coming year which will change the Category Level of IDA. He noted TSA may have the most impact with the general user/general aviation users. Per Councilor Francis, Director Cloutier gave a brief update of the Seattle flight, noting

### October 25, 2021 Work Session - Unapproved

IDA has more than \$500,000 in overage credit at this time. He indicated IDA's rolling 7-day average for Alaska Air is 83% and the rolling 30-day average is 70%, as compared to most of Alaska Air's rolling 7-day average of 70% and rolling 30-day average of 50%. He stated Alaska Air is looking to add additional frequency to Seattle in summer. Per Mayor Casper, Director Cloutier stated there is a joint pledge from the Idaho Falls and Boise's Chamber of Commerce for the Boise route, and this is on a one-year trial beginning June 11. He believes the Boise route will sustain itself. He noted fares are anticipated to be approximately \$100 each way. Council President Dingman believes the community is seeing a tremendous response to the Boise route, and the community will or will not support the route. Mayor Casper noted an Airport Leadership Workshop is tentatively scheduled for December 21.

#### Discussion: Local Improvement Districts (LID):

Per Councilor Francis, Mr. Fife indicated there is no conflict at this point for a proposed LID in Councilor Francis' neighborhood. Director Cramer stated the city has not used LIDs for quite some time although they are referenced in various plans, and there has been a request to create a LID. He also stated LIDs are governed by Idaho Code Title 50, Chapter 17, and recent plans, including City Core, Northgate/1<sup>st</sup> Street, and Imagine IF recommend the city consider LIDs as a tool to finance certain projects. He noted a LID is a multi-departmental process which includes IFP, Public Works, Legal, Community Development Services, and Municipal Services. Mr. Fife explained development in cities typically occur through the subdivision code and any standards that apply so that development pays for itself. He also explained when cities mature and start to replace the infrastructure that burden falls on the general tax public. The LID allows the city to focus on a smaller district within the city to provide bond financing for those improvements through the individuals who receive the improvement. Mr. Fife indicated it's rare that the city would initiate a LID, however, he believes this is a good tool for small projects if a city is unlikely to do those improvements pending timing of the project. He explained the process stating the group would approach the city to establish a district and the district boundaries and identify the types of public improvements which are typically street, curb, sidewalk, gutter. He noted there is no minimum size or maximum size for a LID. He also explained that the city would do the bond financing and then the benefited group would pay a self-imposed tax over increments of the bond period until the city gets their money back. He noted a property owner must pay the LID in full if that owner sells the property. Mr. Fife further explained if the project appears to be viable and there's enough motivation, then a petition is passed around which requires 60% of support. He stated the benefit of the property and calculation of the property would need to be determined for the property owners' percentage of costs. Following the petition, the city would complete designs and cost estimates per property, the council passes a resolution of intent to create a LID with the appropriate public hearings, and the district is created. The city then puts in the public improvements, the bonds are sold to fund the improvements, LID assessments are added to the property owners taxes, the property owners pay the assessment (upfront or over time with interest), and there is a lien on the property until the property is paid in full. Mr. Fife stated a LID is not limited to street, curb, sidewalk, gutter improvements, it can be used for other public improvements. He noted the City of Ammon has allowed a LID for fiber provisions. Discussion followed regarding increasing the value of the property, exclusion of properties, and the petition process. Director Cramer stated an additional step in the process has been added per staff which includes city staff and citizens meet to ensure Council is comfortable with the steps for a LID prior to staff investing a lot of time. He explained the proposed LID by Mr. Ellsworth which includes adding streetlights to a neighborhood. He indicated this neighborhood will be having streetlights replaced in the near future. Mr. Boorman noted this subdivision has approximately 20 lights, and the proposed lights, similar to the downtown lights, would maintain the historic look of the neighborhood. He indicated it would cost approximately \$100,000 to replace the entire lights and poles. Per Mayor Casper, Mr. Boorman stated the city is not dark skies compliant. He indicated these lights are designed to shine down. He also stated the lighting in this neighborhood is aged and would be upgraded with current lights from IFP noting there would not be additional cost for the normal upgrade. He believes the lights would be appropriate time for this neighborhood. Director Cramer stated, per the proposal, a list of property

### October 25, 2021 Work Session - Unapproved

owners would be provided to Mr. Ellsworth. Mr. Ellsworth would then attempt to obtain 60% of signatures for a petition. Per Councilor Freeman, Director Cramer believes the only previous LID was a sewer line north of town. Discussion followed regarding the petition, including the method of calculation being included on the petition, the public hearing, previous LIDs, all costs being included in the bond sale, and the effects of property valuations. Councilor Freeman believes the opportunity should be given if residents are willing to tax themselves. Councilor Radford believes this is a democratic process, he also believes there are a lot of opportunities to improve neighborhoods. He stated he is in favor of the concept. Council President Dingman and Councilor Burtenshaw also stated they support the process.

#### Follow-up Discussion: Neighborhood Meetings:

Director Cramer stated Mr. Kirkham has re-drafted the ordinance per discussion at the October 14 City Council Meeting. Mr. Kirkham noted amendments in the proposed ordinance include the removal of the public hearing requirement during a preliminary plat, and the language regarding a petition for a public hearing has been clarified. He also noted the requirements for a neighborhood meeting and the requirements of items submitted to the city by the developer regarding the neighborhood meeting has not changed. Councilor Burtenshaw questioned a public hearing for a final plat. Director Cramer stated that right currently exists through State Code. Per Council President Dingman, Director Cramer indicated public hearings for preliminary plats varies in other Idaho cities, there is no consistency. He noted these are not required for Bonneville County, and the City of Ammon's Planning and Zoning Commission decides on their own whether to hold a hearing or not. Mr. Kirkham stated there is a lot of flexibility in the State Zoning Code/LLUPA. Councilor Burtenshaw believes this could still be streamlined. Council President Dingman stated, per applications received by developers, she is unsure if the entire Council prefers to have the public hearings removed. Per Councilor Radford, Director Cramer stated staff notified several engineering firms and developers and no comments were received. He also stated the concern was not the timing of the process, the idea was to move the conversations where they can be the most meaningful. Council President Dingman stated she could support the removal of the public hearings as she believes there seems to be inconsistencies at the decision-making level of what and what cannot be allowed and considered. Per Mayor Casper, Mr. Kirkham stated a neighborhood meeting would only be required when a use is changed, and it would be unlikely a neighborhood meeting would be required for the construction of a single residence. Director Cramer stated the focus was on quasi-judicial hearings. He also stated there is no guarantee a preliminary plat would flow easily through the process. He briefly explained the hearing and appeal(s) process. Per Councilor Francis, Mr. Kirkham believes a neighborhood meeting is the wise thing to do although it's not required to submit an application. He also stated a hearing must occur but not necessarily in a 6-week timeframe. Director Cramer explained the application process and the potential hearing and/or appeal timeline. Mr. Kirkham further explained that part of the application would include results of the neighborhood meeting. Councilor Freeman believes there would be less delay and dissent if the neighborhood meeting occurred up front. Councilor Radford believes the developer wants predictability although there's risk with predictability. Mr. Kirkham reminded the Council that the scope of review at the preliminary plat and final plat is limited per law, it's to ensure city rules are being followed. Councilor Burtenshaw questioned if a developer could not request a hearing himself. Mr. Kirkham indicated the right is to the public. Director Cramer believes appeals may occur because a citizen receives a notice in the mail indicating a preliminary plat hearing will be occurring although those citizens do not see what the plat looks like, and they only see this information at that hearing. He stated the idea is to inform citizens before the application happens. He also stated staff reviews items that can be appealed with those citizens, therefore an appeal can be difficult per the requirements. He also believes, per experience, if a citizen wants to hold a hearing, they will find a way to do so. Mayor Casper questioned the amount of notice beyond 300'. Director Cramer believes State Code is adequate, and Mr. Fife stated the State has broad input from all cities in the State which has been vetted. Per Mayor Casper, Mr. Fife believes legitimate developers see a benefit in the neighborhood meetings so things can be compromised at a



### October 25, 2021 Work Session - Unapproved

cost they are accountable with in the development. He also believes this makes them better neighbors. He indicated the process is to be fair. Discussion followed regarding the conduct language included in the proposed ordinance. This item will be included on the October 28 City Council Meeting agenda.

#### Update regarding the formation of an Eastern Idaho Regional Wastewater Authority (EIRWWA) Taxing District:

Mayor Casper stated the city received information from the EIRWWA moving from a Joint Powers Agreement (JPA) to becoming an Authority. She noted an Authority can tax, a JPA does not allow the opportunity to tax or bond. She believes this will impact the city as the city may expand into this territory and may be annexing land that is served differently from the current system. Mr. Kirkham stated the current JPA is between the counties of Bingham and Bonneville and the cities of Shelley and Ammon. He indicated the city has worked on several other JPAs although the joint power organization has no more authority or power than their constituents. He also stated an election would be required by the majority of individuals who own property within the district to approve the creation of that district, and the first step would be to form a petition that has 10% or more of said individuals to have interest in creation of the district. Mr. Kirkham stated the city received notice from the Authority as the city has two (2) city-owned parcels that are being contemplated to be annexed into the district's boundaries – Sandy Downs and the lower southern end of the city to Ryder Park. He stated the city responded to the letter stating the city would not grant permission for these city properties to be included in the district. He does not believe it's wise to have city properties within another political subdivision boundaries. He noted this refers to property that the city owns outright, this property is not within the geographical boundaries of the city's governing authority. Mr. Canfield identified an additional parcel that was not previously included on the parcel map. Mr. Kirkham reviewed the process for filing and being placed on the ballot, noting a majority vote of the property owners is required. This would then allow the power for a levy of tax and the power of bonding for capital projects. Mr. Kirkham noted due to the proposed boundaries being so close to the city, the question is who would have the right to serve wastewater to these parcels as they annex into the geographical boundaries of the city. He stated it is not easy to de-annex or withdraw properties from the district. He explained the three (3) methods to de-annex or withdraw. He believes changing the boundaries would be difficult. Mayor Casper believes the city's rates are preferable, although per Mayor Casper, Mr. Kirkham stated the Authority's annexation authority is not the same as the city as the city requires contiguous and an adjacency to expand the city's geopolitical boundaries whereas the district code refers to as adjoining or close proximity. Mr. Kirkham believes this may encourage development outside of the city boundaries. Councilor Burtenshaw believes this would create an opportunity to develop outside the city. Councilor Freeman believes the Shelley facility may have to expand as they're running out of capacity. He doesn't see a reason to have city property being served by a different entity as the service would cost more. Discussion followed regarding those voting individuals, property taxes, the inclusion of Ammon and Iona, and the Iona Bonneville Sewer District (IBSD). Per Councilor Freeman, Mr. Canfield stated city service could be extended to the city properties by using the right-of-way (ROW). Mr. Kirkham stated it would be more difficult to get out once wastewater service is being provided. Mr. Fife stated the city has a variety of agreements with other counties and cities. He also stated the city has been reluctant to provide city services outside the city limits although other tools could be considered. Councilor Radford agreed, stating there are options to be proactive. Additional discussion followed including capacity, rates, and the request for a more detailed map.

Councilor Radford announced a recent shooting incident at the Boise mall.

There being no further business, the meeting adjourned at 6:00 p.m.



# City Council Meeting

## Minutes - Draft

680 Park Avenue  
Idaho Falls, ID 83402

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Thursday, October 28, 2021

7:30 PM

City Council Chambers

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**1. Call to Order.**

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

Also present:

All available Department Directors

Michael Kirkham, Assistant City Attorney

Kathy Hampton, City Clerk

**2. Pledge of Allegiance.**

Mayor Casper requested Ashley Romero, Mayoral candidate, 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.

Kathryn Curl, resident three (3) miles west of Skyline, appeared. Ms. Curl requested that Council reconsider the location of the water tower. She stated 95% of residents are passive and do nothing but object but the 5% represent more than 50,000 people. She indicated she was one (1) of the 95% when tearing down the water tower was announced. She believes it is an icon of Idaho Falls. Ms. Curl stated she did not like the idea, but she did nothing. She also stated she may have noticed one (1) of the sites was on the greenbelt, but she did not believe that location would be considered. Ms. Curl sees the reason to have the water tower close to the well but she questioned why the tower couldn't be placed near the other seven (7) wells in the city. She indicated the soccer fields may be a good location as there are no mature trees and there is plenty of land available. She stated she is unsure where the other wells are located. Ms. Curl stated cheap is not always the best reason to build something new. She thanked the Council for listening. She believes if there was an earthquake large enough to take out the water tower, water pressure would be the least of the worries. She questioned who will protect the greenbelt.

Tim Brockish, also on behalf of his wife Wendy Brockish, appeared. Mr. Brockish stated they are the owners of CompuSmart, an Idaho Falls computer business since 1991, although they live in Rexburg. He also stated he does not know a lot about the deliberation on the water tower, although he indicated he has heard that the Land and Water Conservation Fund (LWCF) has maybe not been followed to the original terms, which causes the most concern. Mr. Brockish believes this is not honoring the trust of the original contract. He stated they have a similar issue with a conservation easement and a grant to improve their property to the benefit of conservation value. This is a 25-year commitment to maintain flood irrigation, which they intend to stick to as agreed. Mr. Brockish expressed his concern for what he believes is a bigger problem across the entire landscape which is normalization in which a shortcut is taken for a cheaper way, or something is built and then checked for permission. He indicated this normalizes after a

while and then it becomes a slippery slope, which he sees as a main danger. Mr. Brockish believes, aside from athletics, the greenbelt is the jewel of Idaho Falls. He also believes a deeper problem is making sure something is not normalized and additional shortcuts are not taken.

Jeff Forbes, Idaho Falls resident, appeared. Mr. Forbes thanked the Council for their countless hours. He believes Idaho Falls is thriving, and he believes the Council is a dream team. He stated he is very impressed with the improvements in the previous 10 years, which is why he expects Council make the best decisions using the best information that is available (referring to the water tower). Mr. Forbes wants to focus on the assumptions and the facts surrounding the water tower siting that Council has been operating under for several years. He believes several assumptions are incorrect and need to be re-visited: 1 - if the water tower was placed in the park new land would not need to be purchased and this would be the cheapest option. Mr. Forbes indicated this is not the case as new land would need to be purchased costing approximately \$200,000 to replace what is being taken from the LWCF property at South Capital Park. 2 - the three (3) sites from the final cut are the only viable options and the choice is the park or the parking lots. Mr. Forbes believes this is a false choice and there are many other options. 3 - the water tower cannot be placed in the Idaho Falls Power (IFP) compound due to the underground utilities, therefore it is not technically feasible. Mr. Forbes believes this is feasible if the costs were known to re-route the underground utilities. 4 - the new water tower must be very close to an existing well which he believes is directly under the existing tower. Mr. Forbes indicated this is not the case, it must be near a main line as long as it's at the proper elevation. 5 - if the water tower was placed in South Capital Park it would generate cash that could be used for Heritage Park. Mr. Forbes stated that is not allowed per the LWCF rules. Money cannot be used to build another existing park or planned park. 6 - the public prefers the water tower in South Capital Park. Mr. Forbes indicated that is not the case. 7 - LWCF conversion process can be accomplished quickly and in time for construction to begin in April 2022. Mr. Forbes indicated this is not the case, the conversion process is not straight forward or rapid. 8 - by placing the tower in South Capital Park that would help get back in compliance with the LWCF. Mr. Forbes indicated one cannot go further out of compliance to get back into compliance. He also indicated the city is currently out of compliance on three (3) other sites. 9 - the tower won't negatively impact South Capital Park and it may actually improve the park. Mr. Forbes indicated those individuals must not have stood in the park to see how big the water tower would be. He also referenced an email from December 2021 from the Parks Director that the water tower is going to have a negative impact on the usability of the park and on everyone living in the historic neighborhood east of the park. Mr. Forbes believes most of these assumptions are wrong. He indicated this is a \$6M project that will last 100 years. He also believes this Council is smart enough to re-visit the assumptions and change course as necessary. Mr. Forbes distributed photos of blighted parcels (vacant lots, properties for sale) in the same vicinity. He noted he tried to capture the existing water tower in these photos. He believes there are many other sites.

Xavier desforbes, Idaho Falls resident, appeared. Mr. desforbes shared a personal experience that occurred two (2) years ago while in Paris with his family. He believes Idaho Falls should be proud of the river and the greenbelt. Mr. desforbes stated he works downtown and sees many beautiful people although he believes the water tower is hideous. He indicated he became aware of the issue last summer and he was surprised to not have been exposed earlier. He believes many individuals do not know what is going on. Mr. desforbes understands water is needed, however, he believes the water tower does not belong in a beautiful park as the park belongs to the people. Mr. desforbes does not believe there are Issues of parking downtown as individuals don't want to walk two (2) blocks. He indicated these are the same people who park at the mall which is the same distance to get inside the mall. He believes individuals need to learn how to walk again. Mr. desforbes believes the water tower would be horrible in

South Capital Park, it would be a giant eyesore, and it does not belong there. He also believes this is the opinion of a lot of people. Mr. desforbes believes the citizenry should be asked, not the 80 comments of 65,000 people, as the people do not know, the city needs to be brave and hold on to this project, and present the project in the spring. He also believes the answer will be anywhere but by the river, or anywhere but in that park. Mr. desforbes shared a family story of his grandfathers being captured. He stated he loves America and the bravery of men and women in uniform. He questioned if that courage still exists. He stated the merchants don't own downtown, all of Idaho Falls owns downtown. He reiterated parking is not issue, the park is issue.

#### **4. Consent Agenda.**

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

##### **A. Airport:**

- 1)** Consent Agenda - Approval of Work Order 21-05 with T-O Engineers for Terminal Concept Budget Report

The Airport would like to conduct a Terminal Expansion Concept Study including analysis of existing capacity and likely demand for various areas (Ticket Lobby, Bag Screening, Outbound Bag Makeup, Airline Ticket Offices, GSE Storage, Vehicle Parking, landside restrooms and bag screening capacity). Analysis shall include assessment and recommendations for the various systems within these areas.

##### **B. Municipal Services**

- 1)** Bid IF-22-03, Purchase of Road Salt for Public Works

This purchase will provide approximately 3,000 tons of road salt for \$41.49 per ton for the Street division.

- 2)** Bid IF-22-C, Purchase of Hot Mix Asphalt for Public Works

This purchase request is to piggyback off the Idaho State Contract to purchase approximately 3,000 tons of hot asphalt mix at \$51.00 per ton for the Streets Division.

- 3)** Bid IF-22-01, Purchase of Chlorine and Sodium Bisulfite for Public Works

The total purchase request is to award the extended cost totals for sections I, II and III. The chlorine and sodium bisulfite chemicals are used for the water and wastewater treatment operations.

- 4)** Quote IF-22-B, Purchase of Replacement Wheel Loader for Public Works

This purchase is to purchase a new 2022 John Deere 624 P Wheel Loader to replace unit #1519, a 2009 Leeboy 300 Force Feed Loader that has reached its useful life and scheduled for replacement.

- 5)** Treasurer's Report for August 2021

A monthly Treasurer's report is required pursuant to Resolution 2018-06 for City Council

review and approval. For the month-ending August 2021, cash, and investments total \$146.9M. Total receipts received and reconciled to the general ledger were reported at \$17.1M, which includes revenues of \$15.1M and inter-departmental transfers of \$2M. Total distributions reconciled to the general ledger were reported at \$20.7M, which includes salary and benefits of \$5.9M, operating costs of \$12.8M and interdepartmental transfers of \$2M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$134M.

**6) Minutes from Council Meetings**

October 12, 2021 City Council Work Session and Executive Session, and October 14, 2021 City Council Meeting.

**7) License Applications, all carrying the required approvals**

***Recommended Action:***

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

**5. Regular Agenda.**

**A. Municipal Services**

**1) Approval of Sublease Between Senior Citizens' Community Center and Serenity Hall**

The Senior Citizens' Community Center is currently under a long-term lease with the city. The property is located at 535 W. 21st Street. The lease agreement provides the Senior Citizens' Community Center the ability to sublease the property with prior consent of the city. During the City Council work session held on Monday, September 20, 2021, the Municipal Services Department presented a proposal for Serenity Hall to be relocated to the basement of the Senior Center. The City's Attorney's Office has prepared a sublease agreement for Serenity Hall membership to access the basement of the facility for a 3-year term beginning December 1, 2021, for \$275.00 per month. Both organizations agree that sharing this space will be beneficial to both organizations.

Municipal Services Director Pamela Alexander appeared. She stated the Senior Citizens Community Center agreement with the city was signed in 1980 and expires in 2029. She also stated the Serenity Hall agreement was signed in 2006. She noted the program was known prior to the agreement and there is no expiration date to this agreement although the city can terminate with a 30-day notice. Director Alexander indicated the \$275 per month lease will be paid to the Senior Center. Councilor Freeman stated the city has, for years, tried to accommodate the program at Serenity Hall although it is becoming difficult to maintain the facility. He believes tax dollars can be used wisely by combining the two (2) programs into one (1) location. He also believes it is a win-win for both operations.

It was moved by Councilor Freeman, seconded by Council President Ziel-Dingman, to approve a sublease between the Senior Citizens' Community Center and Serenity Hall. The motion carried by the following vote: Aye - Councilors Hally, Burtenshaw, Dingman, Freeman, Francis, Radford. Nay - none.

**B. Idaho Falls Power**

**1) Kleinschmidt Phase I Relicensing Professional Services Contract - Pre-Application**

Approval of this contract for FY2022 continues the consulting process that will aid in the Federal Energy Regulatory Commission's (FERC) relicensing of the city's hydroelectric projects. Kleinschmidt was selected in 2019 following a search of qualifications (SOQ) to provide professional services on a year-over-year basis as is allowed by State Statute 67-2320.

IFP Assistant Director Stephen Boorman appeared. He noted the current license expires in 2029, and IFP is hoping to get the licensing approved before the expiration date. He noted the current license is for 50 years, most licenses are for 30 years. Per Councilor Freeman, Mr. Boorman confirmed the city has previously worked with Kleinschmidt.

It was moved by Councilor Radford, seconded by Councilor Freeman, to approve the Phase I Relicensing Pre-Application work for FY2022 with Kleinschmidt Associates for \$132,100.00. The motion carried by the following vote: Aye - Councilors Dingman, Burtenshaw, Francis, Freeman, Hally, Radford. Nay - none.

**C. Community Development Services**

**1) Resolution adopting the Fiscal Years 2018-2022 ADA Transition Plan.**

Attached for consideration is a resolution adopting the Fiscal Years 2018-2022 ADA Transition Plan. The city is required to have a plan per various sections of the Americans with Disabilities Act, Department of Justice, and other federal requirements. The plan addresses needed improvements to infrastructure and programs throughout the city and helps guide priorities and funding to address such priorities. The plan has been presented to the City Council and ADA Advisory Board for comment. Staff respectfully requests approval of the resolution.

Grants Administrator Lisa Farris appeared. She stated the Americans with Disabilities Act of 1990 (ADA) funds and some Community Development Block Grant (CDBG) funds were used for this plan. She noted there was a brief presentation at the August 23, 2021 Council Work Session requesting review of the plan. Councilor Radford expressed his appreciation for work on this issue, including accessibility on the website. Councilor Francis noted these items/issues were addressed by citizens. Per Mayor Casper, Ms. Farris stated issues were brought to attention in late 2018. She indicated the previous plan was missing three (3) components. Ms. Farris explained the process which included creating and updating resources for the webpage, prioritizing ADA projects, putting a plan together, creating an ADA board, providing regular updates to the Council, and the draft review process. She indicated Coronavirus (COVID-19) shut down operations for some time, noting the assessment took almost a year to gather data.

She stated annual reports will be updated going forward.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the Resolution adopting the Fiscal Years 2018-2022 ADA Transition Plan and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay - none.

RESOLUTION NO. 2021-32 - A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, ADOPTING FISCAL YEARS 2018-2022 ADA TRANSITION PLAN.

**2) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Snake River Landing Division 3, 2nd Amended.**

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Snake River Landing Division 3, 2nd Amended. 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.

Councilor Freeman stated this is separating one (1) large lot into two (2) lots.

It was moved by Councilor Radford, seconded by Councilor Francis, to accept the Final Plat for Snake River Landing Division 3, 2nd Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Dingman, Radford, Freeman, Francis. Nay - none.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Snake River Landing Division 3, 2nd Amended and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Francis, Radford, Dingman, Burtenshaw, Freeman. 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 37.223 acres, Southwest ¼ of the Southeast ¼ of Section 27, Township 2 North, Range 37 East.**

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of HC, Highway Commercial and LC, Limited Commercial with Airport Overlay Zone Controlled Development which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 37.223 acres, Southwest ¼ of the Southeast ¼ of Section 27, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its September 7, 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 included in the record. She requested applicant presentation.

Blake Jolley, Connect Engineering, appeared. He stated this property is adjacent to Jackson

Hole Junction on the opposite side of the interstate. He also stated the request for the southern portion to be zoned HC and the northern portion to be zoned LC. He indicated the property to the north is currently LC which would create continuity and would fall in line with the applicant's intention. He believes this property would be beneficial to the residents of the city or residents in the county.

Mayor Casper requested staff presentation.

Community Development Services Assistant Planning Director Kerry Beutler appeared. He presented the following:

Slide 1 - Property under consideration

Mr. Beutler stated this is a Category A annexation, requested by the property owners.

Slide 2 - Comprehensive Plan Future Land Use Map

Mr. Beutler stated the area is a mix of comprehensive plan designations including commercial, employment centers, and higher-density residential. He also stated LC allows for a residential component, the area is contiguous, and is near existing utilities which could easily be extended. He noted the alignment of Old Butte Road on the southern end. He believes it will be a nice addition to the city. Per Councilor Francis, Mr. Beutler confirmed the small strip on the south east portion is a city right-of-way, it is not a gap. Per Councilor Freeman, Mr. Beutler stated a highlighted property (on the map) was excluded, it is a separate parcel.

Mayor Casper requested public comment. No one appeared. Mayor Casper questioned if there is sufficient agreement with the alignment of Old Butte Road going north to make it worthwhile for development. Mr. Beutler stated there is sufficient distance between the north and south ends to make the two (2) alignments function. Mr. Kirkham noted this will be identified in the plat. Mayor Casper closed public hearing.

Councilor Francis reiterated this is a Category A annexation. Councilor Freeman believes commercial near the interstate makes sense. He also believes this part of the city is poised for growth due to the event center. Councilor Francis noted LC allows a walkable livable area.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the ordinance annexing 37.223 acres, Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 27, 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. The motion carried by the following vote: Aye - Councilors Freeman, Radford, Burtenshaw, Francis, Dingman, Hally. Nay - none.

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

ORDINANCE NO. 3421

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 37.223 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE



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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 of the previously described property and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Radford, Francis, Dingman, Burtenshaw, Freeman. Nay - none.

- 4) Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of LC, Limited Commercial, HC, Highway Commercial with Airport Overlay Zone Controlled Development, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 37.223 acres, Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 27, Township 2 North, Range 37 East.

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of LC and HC with Airport Overlay Controlled Development which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 37.223 acres, Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 27, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its September 7, 2021, meeting and recommended approval of LC and HC with Airport Overlay by a unanimous vote. Staff concurs with this recommendation and recommends approval.

It was moved by Councilor Radford, seconded by Councilor Francis, to assign a Comprehensive Plan Designation of "Higher Density, Employment Center and Commercial" and approve the ordinance establishing the initial zoning for LC and HC 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. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay - none.

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

ORDINANCE NO. 3422

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 37.223 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS HC, HIGHWAY COMMERCIAL WITH AIRPORT OVERLAY CONTROLLED DEVELOPMENT ZONE AND LC, LIMITED COMMERCIAL WITH AIRPORT OVERLAY CONTROLLED DEVELOPMENT 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 LC and HC with Airport Overlay Controlled Development and give authorization for the Mayor to execute the

necessary documents. The motion carried by the following vote: Aye - Councilors Freeman, Francis, Hally, Radford, Burtenshaw, Dingman. Nay - none.

**5) Amendment of Title 11 of City Code, Requiring Neighborhood Meetings for Certain Land Use Applications.**

This item was tabled at the October 14th meeting for adjustments to the ordinance. The Legal Department has clarified the language regarding petitions for hearings and reinstated the requirement for a public hearing for preliminary plats.

Councilor Radford stated this has been worked on for some time. He believes this will help with communication between developers and neighbors. Councilor Francis believes this is verification for people that can't know. Mayor Casper noted notification may need to be distributed in other ways. Councilor Freeman believes the hearing will no longer be the discovery meeting, citizens will know early in the process which is important.

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

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

ORDINANCE NO. 3423

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.

**6. Announcements.**

Councilor Hally announced Australia is going to establish an underground cable to provide electricity to Singapore. Councilor Freeman encouraged all individuals to vote. Mayor Casper noted early voting ends October 29. Mayor Casper announced Boo at the Zoo from October 28-30, and Real Heroes' Trunk or Treat on October 30. Councilor Radford noted 2,600 residents have signed up for Idaho Falls Fiber.

**7. Adjournment.**

There being no further business, the meeting adjourned at 8:36 p.m.

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Kathy Hampton, City Clerk

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Rebecca L. Noah Casper, Mayor

# Memorandum

File #: 21-305

City Council Meeting

**FROM:** Chris H. Fredericksen, Public Works Director  
**DATE:** Monday, November 1, 2021  
**DEPARTMENT:** Public Works

## Subject

Right-of-Way Vacation - Township Road Church Addition, Division No. 2, Instrument No. 1362696

## Council Action Desired

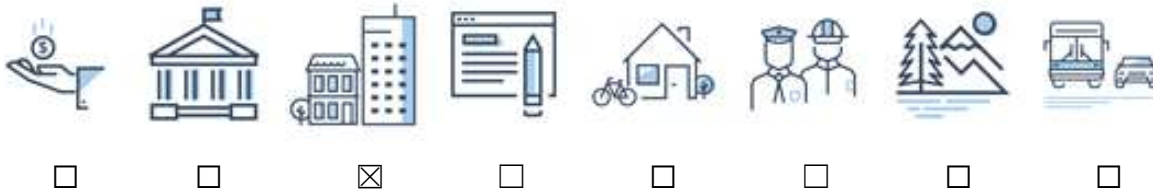
☒ Ordinance ☐ Resolution ☐ Public Hearing  
☐ Other Action (Approval, Authorization, Ratification, etc.)

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

## Description, Background Information & Purpose

A sight-triangle chamfer was dedicated for public use as part of the Township Road Church Addition within Division 2 referred to as Instrument No. 1362696. The alignment for Providence Point Drive has shifted further to the east eliminating the need for the right-of-way chamfer. Staff has concluded there is no need to retain the right-of-way in question.

## Alignment with City & Department Planning Objectives



This right-of-way vacation supports the community-oriented result of well-planned growth and development by allowing property owners to better utilize their property.

## Interdepartmental Coordination

Other appropriate departments have reviewed and approved the right-of-way vacation.

## Fiscal Impact

N/A

**Legal Review**

The vacation ordinance language was prepared by the City Attorney.

2021-87

## **ORDINANCE NO. 2021-**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A RIGHT OF WAY LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED RIGHT OF WAY SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the right-of-way was dedicated as a sight-triangle chamfer for a future street; and

WHEREAS, the expected street has been dedicated further east; and

WHEREAS, the right-of-way is no longer compliant for use as a part of a street entrance to 49<sup>th</sup> South.

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

### **SECTION 1. Vacation.**

A. A portion of the right-of-way dedication made by Township Road Church Addition, Division No. 2, Instrument No. 1362696, and more particularly described in Exhibit "A":

**SECTION 2. Exceptions from Vacation.** Vacation of property described in Section 1 of this Ordinance shall not include any other easements, or any franchise rights that are not described in Section 1 above or in the attached Exhibit "A," reserving unto the City all easements shown for use on Lot 2, Block 5 of Providence Point, Division No. 1, Instrument No. 1671298.

**SECTION 3. Right-of-Way Vacation.** Council deems it expedient for the public good and to be in the best interests of the adjoining properties that the property described in Section 1 of this Ordinance be in the same is hereby vacated in its entirety to MC & DM Investments, LLC.

**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.

ATTEST:

\_\_\_\_\_  
Rebecca L. Noah Casper, Ph.D., Mayor

\_\_\_\_\_  
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 VACATION OF A RIGHT OF WAY LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED RIGHT OF WAY SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

(SEAL)

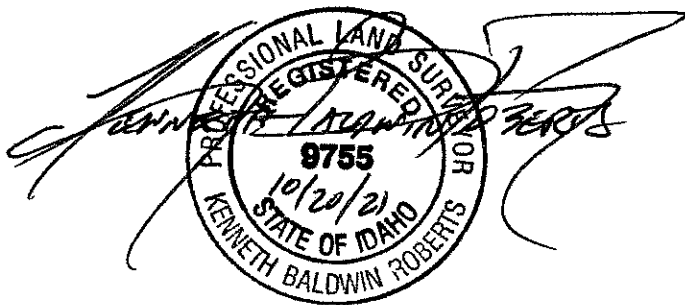
\_\_\_\_\_  
Kathy Hampton  
City Clerk

## EXHIBIT "A"

A parcel of land in a portion of the Southwest Quarter (SW¼) of Section 33, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho:

Said parcel is a dedicated public right-of-way lying wholly within the recorded subdivision plat of Township Road Church Addition, Division No. 2 as recorded with the Office of the Recorder for Bonneville County, Idaho, as instrument number 1362696;

**BEGINNING** at the Southwest corner of said Township Road Church Addition, Division No. 2; and running THENCE N00°56'51"W 19.61 feet along the westerly boundary line of said Township Road Church Addition to an angle point of Lot 2, Block 1 of said subdivision plat; THENCE S45°23'20"E 28.01 feet along the southwesterly line of said Lot 2 to a point on the southerly boundary line of said Township Road Church Addition; THENCE N89°49'48"W 19.61 feet along said southerly boundary line to the **POINT OF BEGINNING**.







# Memorandum

File #: 21-306

City Council Meeting

**FROM:** Chris H. Fredericksen, Public Works Director  
**DATE:** Monday, November 1, 2021  
**DEPARTMENT:** Public Works

## Subject

Easement Vacation - Parkwood Addition, Division 4, Lot 4, Block 2, Instrument No. 1362696

## Council Action Desired

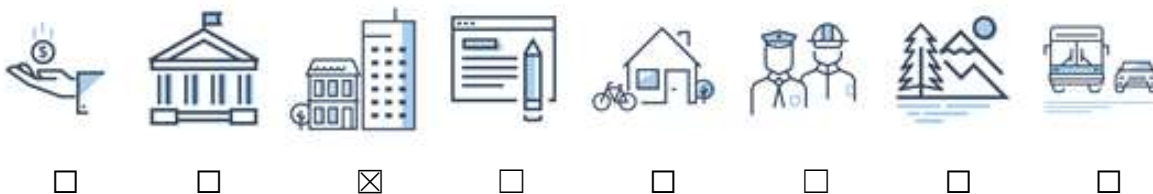
☒ Ordinance ☐ Resolution ☐ Public Hearing  
☐ Other Action (Approval, Authorization, Ratification, etc.)

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

## Description, Background Information & Purpose

The property owners have requested that the underground utility easement residing within Parkwood Addition, Division 4, Lot 4, Block 2 and referred to as Instrument No. 1005885 be vacated to make better use of the property. Staff has concluded that the existing easement is no longer needed.

## Alignment with City & Department Planning Objectives



This easement vacation supports the community-oriented result of well-planned growth and development by allowing property owners to better utilize their property.

## Interdepartmental Coordination

Other appropriate departments have reviewed and approved the easement vacation.

## Fiscal Impact

N/A

**Legal Review**

The vacation ordinance language was prepared by the City Attorney.

2021-88

## **ORDINANCE NO. 2021-**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATIONS OF EASEMENTS LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENTS SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the owners of the underlying property would like to vacate an existing easement, Instrument No. 1005885, in Lot 4, Block 2, of the Parkwood Addition Division 4, to better facilitate the development of their property; and

WHEREAS, the utility providers have agreed to the vacation; and

WHEREAS, the owner has dedicated new easements as needed for the site development.

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

### **SECTION 1. Vacation.**

A. Instrument No. 1005885 attached hereto as Exhibit "A" in its entirety:

Beginning at a point that is S.23°44'23"E. along the Lot line 10.60 feet and S.66°15'37"W. 28.77 feet from the most Northerly corner of Lot 4, Block 2, Parkwood Addition, Division No. 4 to the City of Idaho Falls, Bonneville County, Idaho; running thence S.24°07'41"E. 176.23 feet; thence S.65°51'34"W. 80.82 feet to the end of said easement. The side lines of said easement to lengthen or shorten to intersect the existing easement line.

**SECTION 2. Exceptions from Vacation.** Vacation of property described in Section 1 of this Ordinance shall not include any other easements, or any franchise rights that are not described in Section 1 above or in the attached Exhibit "A."

**SECTION 3. Right-of-Way Vacation.** Council deems it expedient for the public good and to be in the best interests of the adjoining properties that the property described in Section 1 of this Ordinance be in the same is hereby vacated in its entirety into two (2) separate portions, each portion corresponding with the underlying property ownership, said ownerships being: D & D Rentals, LLC., and Castle Country Properties, LLC.

**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.

ATTEST:

\_\_\_\_\_  
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, PROVIDING FOR THE VACATIONS OF EASEMENTS LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENTS SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

(SEAL)

\_\_\_\_\_  
Kathy Hampton  
City Clerk

EXHIBIT "A"

1005885

DEED OF EASEMENT

THIS INDENTURE, made and entered into this 2 day of August, 1999, by and between G&S Enterprises, as party of the first part, and the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, as party of the second part,

WITNESSETH:

That for and in consideration of the sum of One Dollar and other valuable considerations, and receipt whereof is hereby acknowledged, the party of the first part does hereby grant, sell, and convey unto the party of the second part a perpetual easement and right-of-way for the purposes of constructing, maintaining, and operating an underground utility. The easement being 10 feet in width and the centerline of which is described as follows:

Beginning at a point that is S.23°44'23"E. along the Lot line 10.60 feet and S.66°15'37"W. 28.77 feet from the most Northerly corner of Lot 4, Block 2, Parkwood Addition, Division No. 4 to the City of Idaho Falls, Bonneville County, Idaho; running thence S.24°07'41"E. 176.23 feet; thence S.65°51'34"W. 80.82 feet to the end of said easement. The side lines of said easement to lengthen or shorten to intersect the existing easement line.

It is understood and agreed that first party may make any use of said premises which does not interfere with or injure the use thereof by second party for such purposes.

The party of the second part shall have full right of ingress and egress to said premises for the purpose of construction, maintenance, and repair of any improvements placed on the premises hereunder, and shall have the right to remove, cut, and trim any trees, brush or other obstructions on said premises which may injure or interfere with the second party's use thereof for such purposes.

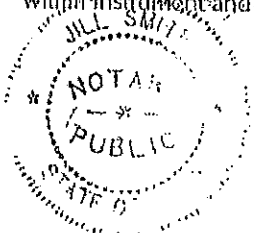
IN WITNESS WHEREOF, the party of the first part has hereunto set its seal and executed these presents, the day and year first above written.

INSTRUMENT NO.	1005885
DATE	9-3-99
INST. CODE	913
IMAGED FOR	1
FEE	not
STATE OF IDAHO	
COUNTY OF BONNEVILLE	SS
I hereby certify that the within	
Instr. is duly recorded.	
By	Robert Gustafson, President
By	Deputy

STATE OF IDAHO

COUNTY OF BONNEVILLE

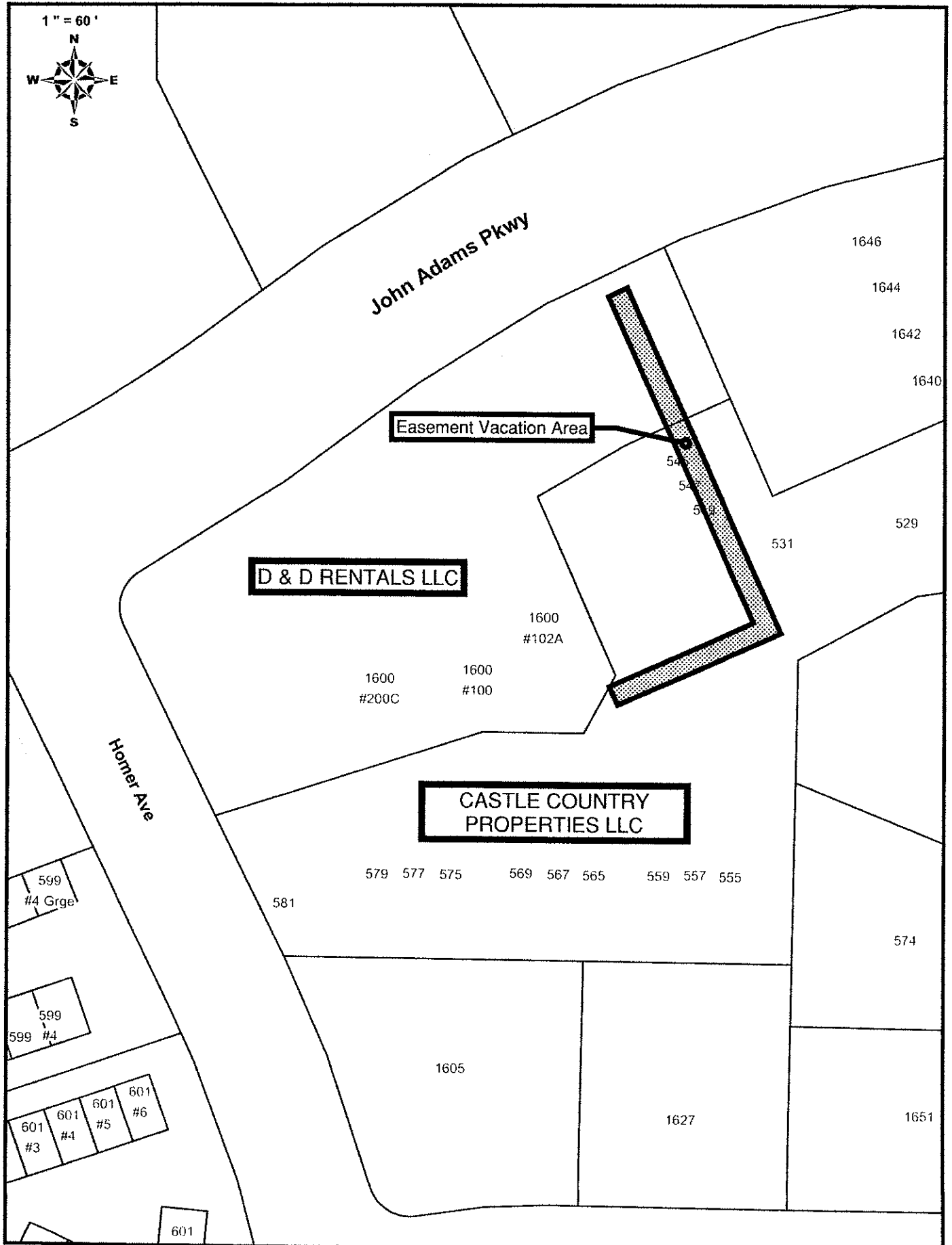
On this 2nd day of August, 1999, before me, the undersigned, personally appeared Robert Gustafson, known or identified to me to be the president of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.



Jill Smith  
Notary Public  
Residing in Bonneville County, Idaho  
My commission expires on 7/10/2001

1005885 SEP 3-99 PM 1102

BONNEVILLE COUNTY RECORDER



# Memorandum

File #: 21-308

City Council Meeting

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Monday, November 1, 2021  
**DEPARTMENT:** Public Works

## Subject

Resolution to Adopt a Revised Snow and Ice Control Policies and Procedures Manual

## Council Action Desired

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

Adopt the resolution to revise the City of Idaho Falls Snow and Ice Control Policies and Procedures Manual which has been updated to reflect current snow removal practices and give authorization for the Mayor and City Clerk to execute the documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached is a proposed resolution to amend the City of Idaho Falls Snow and Ice Control Policies and Procedures Manual as discussed at the August 23, 2021 Council Work Session. The policy has been updated to reflect current snow removal practices and to account for newly annexed streets.

Four streets are proposed for changing plowing practices and include Nevada Avenue, Seattle Street, Technology Drive and Freeman Avenue. If approved, these streets would be plowed to the outside rather than plowed to the center of the roadway. A map is attached that highlight these changes.

## Alignment with City & Department Planning Objectives



The resolution supports the community-oriented results of a livable community and reliable public infrastructure and transportation.

## Interdepartmental Coordination

Interdepartmental coordination has taken place as required to accommodate proposed changes to policy.

**Fiscal Impact**

Snow removal changes reflected within the policy should increase efficiencies in plowing and produce cost savings.

**Legal Review**

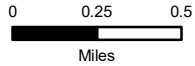
The proposed resolution was drafted by the Legal Department.

2021-85

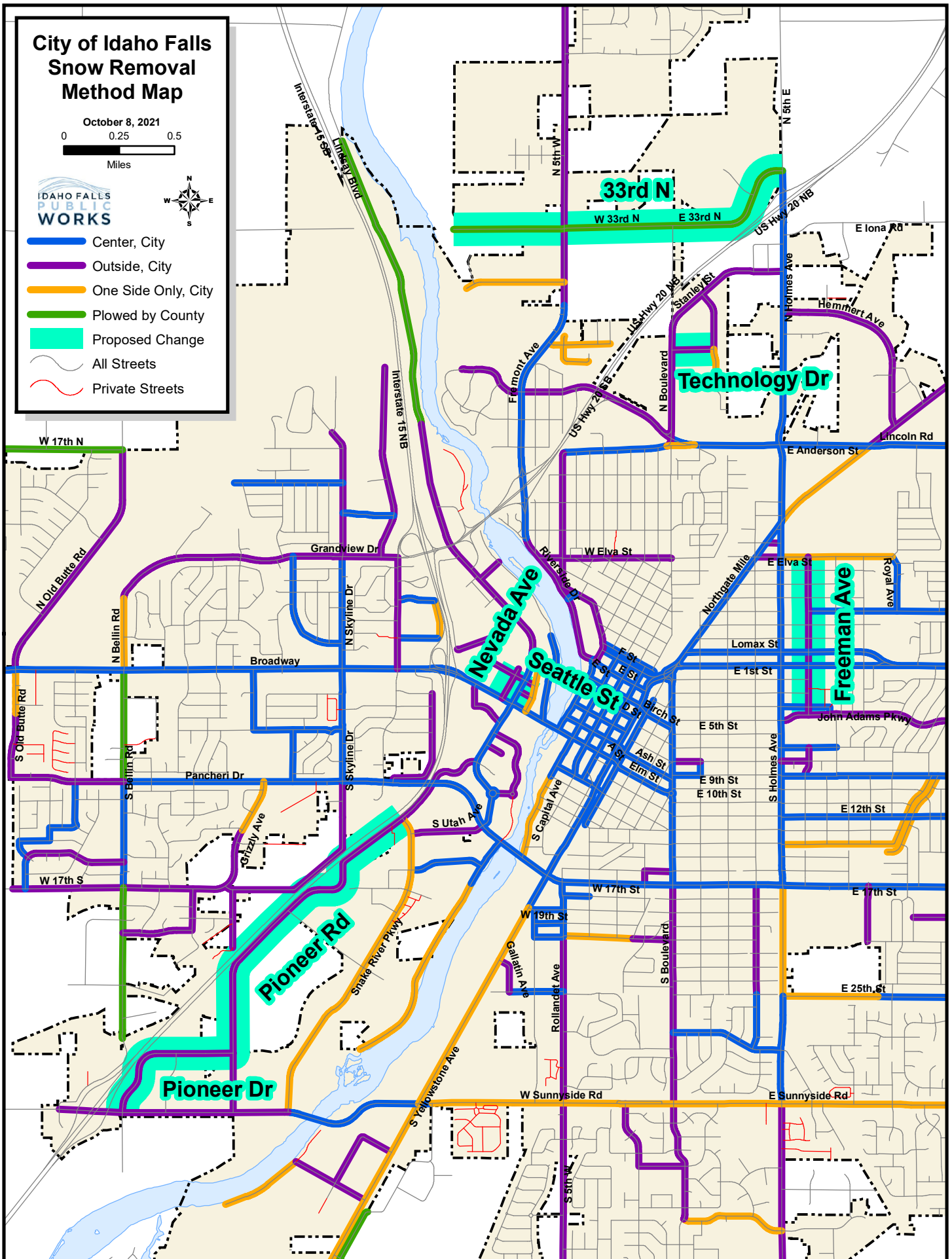


# City of Idaho Falls Snow Removal Method Map

October 8, 2021



- Center, City
- Outside, City
- One Side Only, City
- Plowed by County
- Proposed Change
- All Streets
- Private Streets



RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REVISING A UNIFORM SNOW AND ICE CONTROL POLICIES AND PROCEDURES MANUAL AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, snow and ice fall, creation, and accumulation are common events within the City annually; and

WHEREAS, the City desires to remove such snow or ice in a safe, economical, efficient, and predictable manner; and

WHEREAS, removal of such snow and/or ice is complicated, time consuming, and may interrupt with the normal traffic and parking activities; and

WHEREAS, the Council wishes to clarify the manner and timing of such snow and ice removal; and

WHEREAS, the Council has adopted an Ordinance that facilitates the adoption of a Snow and Ice Control Policies and Procedures Manual in order to regulate the timing and manner in which snow and ice would be removed from public streets within the City; and

WHEREAS, in order to implement the policies and procedures contained in the Ordinance the Council desires to revise this Snow and Ice Control Policies and Procedures Manual, attached to this Resolution.

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

1. The City Council hereby revises the Snow and Ice Control Policies and Procedures Manual attached to this Resolution as Exhibit "A".

ADOPTED and effective this \_\_\_\_ day of November, 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 Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REVISING A UNIFORM SNOW AND ICE CONTROL POLICIES AND PROCEDURES MANUAL AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

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

(SEAL)



## **SNOW AND ICE CONTROL POLICIES AND PROCEDURES MANUAL**



# SNOW & ICE CONTROL POLICIES AND PROCEDURES MANUAL

## IDAHO FALLS PUBLIC WORKS (Revised November 2021)

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# I. INTRODUCTION

## PURPOSE

The purpose of this manual is to establish an acceptable policy and operational procedures for snow and ice control on public streets under the jurisdiction of the City of Idaho Falls. This policy provides a uniform understanding of the priorities and procedures used to combat accumulation of snow and ice on City streets.

## OBJECTIVE

The objective of these policies and procedures is to provide adequate traction for vehicles properly equipped for winter driving conditions. Priority is given to streets which carry the largest traffic volume. Limited resources preclude service on lower priority streets until higher priority streets have been completed. It should be expected that during storms of high intensity or long duration and during non-regular working hours, drivers on lower priority streets will encounter snow-packed or icy conditions. Snow and ice control operations will continue during regular hours and/or until all streets have passable pavement or when plowing and sanding is no longer effective.

## SCOPE

This policy applies only to public streets under the jurisdiction of Idaho Falls and agreements with Bonneville County and Idaho Transportation Department. The City has over 752 lane miles of arterial, collector and residential streets that it maintains.

Snow removal for some state highways is provided by the Idaho Transportation Department (ITD) and include US-20 and I-15 within city limits.

In order to provide for efficient snow removal services on urban streets, the City has entered into a cooperative maintenance agreement with the Idaho Transportation Department. Under this agreement, Idaho Falls is responsible for snow and ice control on Broadway, Yellowstone, Northgate Mile, Sunnyside Road and Holmes Avenue within City limits. The agreement is included within the appendices.

Snow removal from City-owned parking lots is provided by the Parks and Recreation Department or private contractors.

City ordinance assigns the responsibility of sidewalk snow removal to the adjacent property owner. (*Idaho Falls City Code Title 8 Chapter 10*)

## II. POLICIES

### RESPONSIBILITY

The responsibility for implementing the snow and ice control policy lies with the Street Superintendent, or his designee during off hours. The Public Works Director may choose to authorize the use of additional resources when conditions warrant.

### TRAINING

Prior to the start of the snow season, the Street Division will conduct training for personnel that will be involved in snow control activities. The training will consist of classroom and hands-on equipment training, including the operation of sanders, snowplows, front-end loaders and other equipment as needed.

### WEATHER MONITORING

Street Division supervisors will use the National Weather Service daily forecasts to monitor weather conditions and will schedule snowplow crews based on these forecasts.

### COMMENCEMENT OF OPERATIONS

The Street Division will monitor conditions whenever there is potential of ice or snow conditions developing on City roadways. The Police Department also reports icy conditions to the Street Division after regular working hours. When snow or ice begins accumulating on the streets the Street Superintendent, or his designee during off hours, will authorize commencement of plowing and/or sanding operations as conditions warrant

### PRIORITIES

A limited number of resources and the need to provide the greatest level of safety and benefit to the traveling public, in an efficient manner, necessitate that priority be given to certain heavily used streets above others more minor in nature. Therefore, streets with higher use have a higher priority for snow removal service. Minor streets which require proportionally more time for snow removal for the amount of traffic served have lower priority.

City streets have been divided into the following three snow removal priority categories:

**PRIORITY 1:** These are arterial and major collector streets, generally with a right-of-way width exceeding 60 feet and average daily traffic greater than 5,000 and includes approximately 235 lane miles.

**PRIORITY 2:** These are generally minor collector streets, typically with a pavement width of at least 43 feet. Included in this category are streets serving

emergency response facilities, schools and streets with hills and sharp curves where low traction may cause hazardous driving conditions and includes approximately 95 lane miles.

**PRIORITY 3:** All other streets not designated as either Priority 1 or 2 streets and includes approximately 422 lane miles.

Street priority snow removal maps are included in the appendix and are available for review on the City's website.

## DEVIATIONS FROM POLICY

Deviations from standard policies and procedures may occur due to unusual or extraordinary circumstances. Every winter storm has unique characteristics such as storm intensity, duration, wind, temperature and moisture content that influence the methodology used in response to each storm.

Deviations and exceptions from the general priorities and procedures may be made when, in the judgment of the responsible authority, such deviations will best support meeting established objectives and ensuring public safety.

### III. OPERATIONS PLAN

#### EQUIPMENT RESOURCES

The Street Division has a variety of equipment to utilize in snow removal activities. Equipment includes six (6) large snowplows, six (6) pickup trucks with plows, six (6) sand trucks five (5) equipped with plows, three (3) brine trucks two (2) equipped with plows, two (2) snow loaders, four (4) front-end loaders two (2) equipped with a plow one (1) equipped with a snowblower, two (2) backhoes one (1) equipped with a plow and four (4) motor graders equipped with gates that can be used in snow and ice removal. Whenever plows are active, Fleet Maintenance personnel are called in to support the operation and to make necessary mechanical repairs.

The Street Division also utilizes equipment from other Divisions to assist with snow removal activities. This equipment includes two (2) large snowplows, four (4) backhoes, one (1) front-end loader and eight (8) pickup trucks with plows.

**IDAHO FALLS STREET DIVISION SNOW REMOVAL EQUIPMENT**

Quantity	Type	Equipped with Snowplow	Equipped with Sander
6	10-Wheelers	Yes	
2	Loader	Yes	
2	Loaders		
2	Snow Loaders		
1	Snowblower Loader		
4	Graders		
1	Backhoe	Yes	
1	Backhoe		
1	Flusher/Sander	Yes	Yes
1	Flusher/Sander		Yes
4	Single Axle V-box	Yes	Yes
6	Pickups	Yes	
1	Single Axle Brine Trucks		
2	Single Axle Brine Truck	Yes	
2	10-Wheelers from other Divisions	Yes	
4	Backhoes from other Divisions		
1	Loader from other Divisions		
8	Pickups from other Divisions	Yes	

## STAFFING

There are 22 employees who work full time for the Street Division. These employees include 19 operators and a foreman that operate plows, sanders, graders, backhoes, snow loaders and front-end loaders for snow removal. The Street Division Superintendent and Office Assistant support snow removal operations by logging and dispatching service requests. The City's Public Information Officers are also utilized during snow removal operations to communicate information to the public and media.

### STREET DIVISION SNOW REMOVAL SHIFTS

Schedule	Shifts	Number of Employees
<b>Normal Daily Schedule*</b> Monday through Friday	Day Shift: 8:00 a.m. - 4:30 p.m.	17 Employees
	Downtown: 6:00 a.m. – 2:30 p.m.	1 Employee
	Swing Shift: 4:00 p.m. – 12:00 a.m.	2 Employees
	Night Shift: 12:00 a.m. – 8:00 a.m.	2 Employees
<b>Snow Schedule*</b> 24 hours / 7 days per week	Shift 1: 8:00 a.m. to 8:00 p.m.	12 Employees
	Shift 2: 8:00 p.m. to 8:00 a.m.	9 Employees
Downtown	6:00 a.m. to 6:00 p.m.	1 Employee

**\*Due to the nature of snow and ice control activities, Street Division supervisors will change schedules as needed to complete snow and ice control activities.**

## RESPONSE PLAN

When weather forecasts indicate a pending storm is anticipated to deposit snow within the City, the Street Division will begin applying salt-brine to Priority 1 and 2 streets to aid in ice and snow control.

Priority 1 streets are the first streets that receive plowing and sanding. Once Priority 1 streets are deemed safe for travel during or after a snow event, snow removal operations shift to Priority 2 streets. Once Priority 2 streets have been addressed focus is shifted to Priority 3 streets that are completed during normal daily schedule hours. If there is a snow accumulation of more than **four (4) inches** on the road, plows will continue snow removal activities on Priority 3 streets during off hours. If during snow removal operations

on lower priority streets, conditions deteriorate on Priority 1 or 2 streets, focus will be shifted back to these higher priority streets as necessitated by the snow event.

## CONTINUATION AND COMPLETION

Although no snow event is exactly the same, it usually takes 12-24 hours AFTER the snow stops falling to plow and sand Priority 1 and 2 streets.

Residential streets generally take an additional 48 hours to plow, assuming there are no interruptions to move back to Priority 1 or 2 streets.

During major storms, traffic on low-priority streets usually causes the snow to become packed or icy, before it can be plowed. In this case it may take days or even weeks to remove the packed snow and ice from these streets. When snow has become compacted on low-priority streets and plowing is ineffective due to low ambient temperatures, nighttime sanding and plowing operations may be discontinued until normal working hours and the normal duty schedule is resumed.

## PRE-STORM APPLICATION OF SALT BRINE

The Street Division will begin applying salt-brine to Priority 1 and 2 streets to aid in snow removal when weather forecasts indicate a pending storm is anticipated to deposit snow within the City. This application can generally be completed within 16 hours utilizing three (3) truck mounted applicators and shadow vehicles. This application helps prevent the bonding of snow and ice to the road surface on these higher priority streets.

## SALT AND SANDING

Salting is generally completed in conjunction with plowing in conformance with the priority road response system. Sanding alone is conducted when roads are icy, or plowing is ineffective on snow-packed roads and in residential areas.

Once operations have begun, salting will continue until the priority streets have had traction restored. Depending on the weather conditions, arterial and collector streets may receive multiple applications along with other high use intersections or streets with inclines.

## MATERIALS

For salting operations, salt will be used in different amounts, depending on pavement/air temperature and the amount of precipitation. For sanding operations generally, a mixture consisting of four (4) parts sand to one (1) part salt is used to prevent the sand from clumping and/or freezing.



## SALT STORAGE

The salt storage facility at 2575 Hemmert Avenue has a capacity of approximately 2,000 tons. Orders for salt delivery are regularly made to keep the storage facility at capacity.

## BRIDGES

The Street Division is responsible for the maintenance of 51 bridges within City limits. Bridges often become icy before the adjacent streets because the ambient air temperature is lower beneath the bridges than the ground temperature beneath the pavement. Bridges are monitored for icy conditions by Street Division personnel during normal working hours and after-hours by the Police Department.

Salt brine is usually applied to bridge decks on Priority 1 and 2 streets before a snow or ice event to prevent the snow and ice from bonding to the bridge deck. If ice is present, salt or a salt and sand mixture may be spread to increase traction and melt ice.

## CUL-DE-SACS

In an effort to become more efficient, crews will make one (1) to two (2) passes around the perimeter of the cul-de-sac with a snowplow, pushing the snow to the middle of the cul-de-sac. Snow will be removed from the cul-de-sac at a later date by Street Division employees during the normal daily schedule. This is a low priority activity that is generally the last activity to be completed after every snow event.

## LOADING AND HAULING OF SNOW

Loading and hauling snow from City streets is the most expensive and time-consuming snow removal activity undertaken by the Street Division. This practice is minimized to the maximum extent possible and will only be implemented when there are no other alternatives to keep streets open, to maintain access to adjacent properties or other extenuating circumstances. A map depicting the method of snow removal is included within the appendices. This map will be reviewed and updated on an annual basis.

## PUBLIC RELATIONS

Providing information to the public is a vital part of the snow removal process. Residents need to know how they can help facilitate snow removal and what to expect in terms of a response by the Street Division to winter storms. Messages sent to the public can range from simple requests to remove parked vehicles from the street to notification of street closures, or other severe conditions.

Prior to snow season each year, the City will convey information regarding how to sign up for notifications, where to find information, parking restrictions, sidewalk snow removal requirements, prohibitions against throwing or blowing snow on to City streets and snow removal priorities.

During storms, the Street Division office will be staffed appropriately to manage requests for service according to storm intensity.

The Street Division will work closely with the City's Public Information Officers to convey information regarding snow removal activities as needed and to request resident compliance with snow removal parking restrictions.

## DISPATCHING REQUESTS FOR SERVICE

Since snowplow operators are already trained to follow priorities established by policies and procedures contained herein, it is inefficient to respond to individual concerns before allowing operators to respond in accordance with existing policies.

Telephone operators will log requests for service and periodically forward these logs to snow removal supervisors for review and potential action. Supervisors will use these logs to direct operators to areas of concern, after they have achieved the goals established within existing snow removal policies.

Supervisors will be notified immediately of hazardous conditions or new snow accumulation on higher priority streets, roadways impacted by drifting snow or other emergency conditions.

## IV. OPERATIONAL PROCEDURES FOR DIFFERENT STORM INTENSITIES

The following procedures describe implementation of the Operations Plan for various storm intensities. These procedures are intended as an aide to supervisors and management staff to ensure essential actions are taken. Variations to these procedures may be made by the Street Superintendent, or his designate, to best meet the demands of changing storm events. These procedures will also help provide residents with a better understanding of how the City manages snow removal.

### MINOR SNOW EVENT

A minor snow event is generally defined as two to four (2-4) inches of accumulation of snow within the roadway

Resources will be committed to Priority 1 streets first. No additional resources will be brought in for lower-priority roads. Only after Priority 1 streets are cleared will available resources be shifted to Priority 2 streets. Similarly, the same resources will be used to serve Priority 3 streets only after goals have been met on Priority 1 and 2 streets.

**Priority 1 - Arterial and Major Collector Streets:** Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 24 hours after the end of the storm.

**Priority 2 - Minor Collectors and Special Need Streets:** After Priority 1 streets are completed. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 12-24 hours after the end of the storm.

**Priority 3 - All Other Non-Priority 1 and 2 Streets:** After Priority 1 and 2 streets are completed. Regular hours only. Generally cleared within 72 hours after the end of the storm.

### AUTHORITY

The Street Superintendent or his designee during off-hours has the authority to call-out and direct snow removal resources.

### ADDITIONAL RESOURCES NEEDED

- Overtime authorization
- Up to 36 employees from other divisions split into two (2) crews, 12-hour shifts of eighteen (18) employees per crew to operate snowplows and sanders
- 12-14 contractor supplied trucks for snow removal

## PUBLIC INFORMATION

Requests for service will be handled by the Street Division Office Assistant.

Informational press releases, media interviews, social media posts, text alerts, City website notifications, and other notifications as deemed appropriate that may include requesting snow removal parking compliance will be coordinated through the City's Public Information Officers.

To sign up for notifications from the City of Idaho Falls, including snow removal parking restrictions, go to [www.idahofalls.gov](http://www.idahofalls.gov), click on the blue Stay Informed button, and follow the instructions on the page.

## MODERATE SNOW EVENT

A moderate snow event is generally defined as four to eight (4 - 8) inches of accumulation of snow within the roadway.

Resources will be committed to Priority 1 streets first. Only after Priority 1 streets are cleared will available resources be shifted to Priority 2 streets. Similarly, the same resources will be used to serve Priority 3 streets, only after needs have been met on Priority 1 and 2 streets.

**Priority 1 - Arterial and Major Collector Streets:** Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 24 hours after the end of the storm

**Priority 2 - Minor Collectors and Special Need Streets:** After Priority 1 streets are complete. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 12-24 hours after the end of the storm.

**Priority 3 - All Other Non-Priority 1 and 2 Streets:** After Priority 1 and 2 streets are completed. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 72 hours after the end of the storm.

## AUTHORITY

The Street Superintendent or his designee during off-hours has the authority to call-out and direct snow removal resources.

## ADDITIONAL RESOURCES NEEDED

- Overtime authorization
- Up to 36 employees from other divisions split into two (2) crews, 12-hour shifts of eighteen (18) employees per crew, to operate snowplows and sanders

- 12-14 contractor supplied trucks for snow removal
- Additional contracted operators & equipment (graders, plows, etc.) may be used

## PUBLIC INFORMATION

Requests for service will be handled by the Street Division Office Assistant.

Informational press releases, media interviews, social media posts, text alerts, City website notifications, and other notifications as deemed appropriate that may include requesting snow removal parking compliance will be coordinated through the City's Public Information Officers.

To sign up for notifications from the City of Idaho Falls, including snow removal parking restrictions, go to [www.idahofalls.gov](http://www.idahofalls.gov), click on the blue Stay Informed button, and follow the instructions on the page.

## HEAVY SNOW EVENT

A heavy snow event is generally defined as eight to twelve (8 -12) inches of accumulation of snow within the roadway.

Street Division resources will be committed to Priority 1 streets first. Additional resources, as described below, will be brought in to clear lower-priority roads. Only after Priority 1 streets are cleared, will all resources be shifted to Priority 2 streets. All resources will be used to serve Priority 3 Streets only after needs have been met on Priority 1 and 2 streets.

**Priority 1 - Arterial and Major Collector Streets:** Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 24 hours after the end of the storm.

**Priority 2 - Minor Collectors and Special Need Streets:** After Priority 1 streets are completed. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 24-48 hours after the end of the storm.

**Priority 3 - All Other Non-Priority 1 and 2 Streets:** After Priority 1 and 2 streets are completed. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 72 hours after the end of the storm.

During major storms, traffic on low-priority streets usually causes the snow to become packed or icy, before it can be plowed. In these cases, it may take days or even weeks to remove the packed snow and ice from these streets.

## AUTHORITY

The Street Superintendent or his designee during off-hours has the authority to call-out

and direct snow removal resources.

## ADDITIONAL RESOURCES NEEDED

- Overtime authorization
- Up to 36 employees from other divisions split into two (2) crews, 12-hour shifts of eighteen (18) employees per crew, to operate snowplows and sanders
- Additional employee from Sanitation Division to assist Street Division with calls as needed
- 12-14 contractor supplied trucks for snow removal
- Additional contracted operators & snow removal equipment as required

## PUBLIC INFORMATION

Requests for service will be handled by the Street and Sanitation Division Office Assistants.

Informational press releases, media interviews, social media posts, text alerts, City website notifications, and other notifications as deemed appropriate that may include requesting snow removal parking compliance will be coordinated through the City's Public Information Officers.

To sign up for notifications from the City of Idaho Falls, including snow removal parking restrictions, go to [www.idahofalls.gov](http://www.idahofalls.gov), click on the blue Stay Informed button, and follow the instructions on the page.

## SNOW EMERGENCY

A snow emergency is generally defined as more than twelve (12) inches of snow within the roadway.

Resources will be committed to Priority 1 streets first. Additional resources, as described below, will be brought in to clear lower-priority roads. Only after Priority 1 streets are cleared, will all resources be shifted to Priority 2 streets. All resources will be used to serve Priority 3 streets only after needs have been met on Priority 1 and 2 streets.

**Priority 1 - Arterial and Major Collector Streets:** Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 24 hours after the end of the storm.

**Priority 2 - Minor Collectors and Special Need Streets:** After Priority 1 streets are completed. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 24-48 hours after the end of the storm.

**Priority 3 - All Other Non-Priority 1 and 2 Streets:** After Priority 1 and 2 streets are completed. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 72 hours after the end of the storm.

## AUTHORITY

The Street Superintendent or his designee during off-hours has the authority to call-out and direct snow removal resources. The Public Works Director authorizes additional resources from within the Department and coordinates press releases and other public information updates through the City's Public Information Officers. The Public Works Director may also seek assistance from other Departments within the City to provide additional labor to meet the conditions.

## ADDITIONAL RESOURCES NEEDED

- Overtime authorization
- Up to 36 employees from other divisions split into two (2) crews, 12-hour shifts of eighteen (18) employees per crew, to operate snowplows and sanders
- Additional employee from Sanitation Division to assist Street Division with calls
- 12-14 contractor supplied trucks for snow removal
- Additional contracted operators & snow removal equipment as required

## PUBLIC INFORMATION

Requests for service will be handled by the Street and Sanitation Division Office Assistants.

Informational press releases, media interviews, social media posts, text alerts, City website notifications, and other notifications as deemed appropriate that may include requesting snow removal parking compliance will be coordinated through the City's Public Information Officers.

To sign up for notifications from the City of Idaho Falls, including snow removal parking restrictions, go to [www.idahofalls.gov](http://www.idahofalls.gov), click on the blue Stay Informed button, and follow the instructions on the page.



## V. PUBLIC INFORMATION

### ON-STREET PARKING

It is dangerous and difficult to plow narrow streets that are congested with parked vehicles. Plowing around parked cars limits the effectiveness of snow removal activities. Some narrow streets may not be plowed if equipment cannot safely drive down them. The most helpful thing residents can do to facilitate snow removal is to move vehicles off the street and encourage their neighbors to do the same.

To facilitate snow removal, City ordinance prohibits on-street parking whenever there is a qualifying Snow Event. A Snow Event is an occurrence in which more than two (2) inches of snow accumulates on the roadway as determined by the City and as posted on the City's official website ([www.idahofalls.gov](http://www.idahofalls.gov)). Any vehicles parked on streets within Idaho Falls after a Snow Event will be subject to ticketing, relocation, and towing in accordance with snow removal parking restrictions. Visit the City website for updates and more information (*Idaho Falls City Code Title 9 Chapter 5*)

### SNOW BLOWING

Blowing, throwing or pushing snow from driveways and walks into the street creates additional work for snowplow operators and may create significant traffic hazards. Some businesses and residents have pushed large piles of snow into the street, hoping it would melt quickly. The snow pile is a hazard itself, but the ice created when the melting snow refreezes can make the situation even more dangerous. Move snow onto landscaped areas in the yard or parking lot. City Code prohibits placing snow upon any public street, sidewalk, easement, right-of-way, or public way, alleyway or sidewalk. (*Idaho Falls City Code Title 8 Chapter 10*)

### CUL-DE-SACS

There are approximately 449 cul-de-sacs in Idaho Falls. It takes considerably longer to clear snow from cul-de-sacs than other "uninterrupted" stretches of City streets. Because of the high cost-to-benefit ratio, cul-de-sacs and dead-end streets have the lowest priority for snow removal. Cul-de-sacs will be plowed, but it will likely be several days after a major storm ends before snow is removed from the middle of cul-de-sac.

### SIDEWALKS

Snowplow operators try to avoid placing snow on sidewalks, but in some instances this may not be possible. The adjacent property owner is responsible to keep sidewalks clear.

## **WHAT CAN I DO IF I AM ELDERLY AND/OR DISABLED AND CAN'T SHOVEL SNOW FROM MY SIDEWALK?**

The City does not have the resources to provide snow removal from sidewalks. Please plan to make arrangements with a relative, friend or neighbor for help. If you, your business, organization, family or other volunteer group would like to assist with sidewalk snow removal in our community, we would recommend starting a snow removal volunteer project through [www.justserve.org](http://www.justserve.org). Once a project is created, those who need assistance can go to this website to find assistance.

## **RESIDENTIAL DRIVEWAYS**

One of the most frequent concerns in the removal of snow from public streets is snow being deposited at the approach to residential driveways during plowing operations. As plows travel along streets, the snow accumulated on the plow blade has no place to go but on to the adjacent street landscaping areas and in driveways. The more snow that has fallen, the greater the problem encountered. As a service to the residents of Idaho Falls, an approximate 10-foot-wide section will be opened by City crews at the driveway approach to allow access from the driveway to the street in case of an emergency.

Residents can help this situation by piling snow they have shoveled from their driveways on to the right side facing the street, instead of placing it on both sides at the end of the driveway. By doing so operators can avoid carrying piles from the “upstream” portion of the street back across driveways.

## **ALLEYWAYS**

Alleyways are plowed on an as needed basis by the Sanitation Division for sanitation vehicles only.

## **MAIL DELIVERY**

City snow removal operators make every effort to remove snow as close to the curb as practical and to provide access to mailboxes for postal carriers. However, it is not always possible to provide ideal conditions and not damage mailboxes with the size and type of equipment the City operates. Therefore, the final cleaning adjacent to mailboxes is the responsibility of each resident.

If there is an accumulation of snow blocking your mailbox, either remove the snow or set out a temporary box, bucket, plastic tub or garbage receptacle that can be reached by your letter carrier and label it with your address and the words “U.S. Mail.”

## **BROKEN TREE LIMBS**

During heavy storms, tree limbs may be broken. Please call (208) 612-8490 to report limbs blocking traffic.

Broken limbs outside the roadway are the responsibility of the tree owner. Limbs can be cut and bundled for bulky waste pickup. Call the Sanitation Division to schedule pickup at (208) 612-8491. Branches and limbs must be tied in bundles less than four (4) feet in length and not more than 50 pounds in weight per bundle.

## PROPERTY DAMAGE CLAIMS

Incidents involving contact between City equipment and private property typically occur within the public right-of-way. Although the public right-of-way is maintained by the adjacent property owner, there are times when the right-of-way is the only available space to store excess snow removed from the roads. A City right-of-way is an easement which is a privilege or a right, distinct from ownership. It is commonly defined as roadways and alleys however sidewalks, curbs and gutters, landscaping and parking strips, and driveway approaches are included in public rights-of-way. Those areas may be necessary to serve as excess snow storage, therefore, actions taken by operators can occasionally result in property damage, particularly during blizzard conditions or night-time snow plowing.

In the event of damage to private property during snow removal, the property owner should file a claim with the City Clerk's Office by calling (208) 612-8415 or a claim form can be printed off from the City of Idaho Falls website: [idahofallsidaho.gov](http://idahofallsidaho.gov). It can then be filled out, and returned to the City Clerk's office in person, by mail, fax or e-mail. The claim will then be reviewed to determine if the damage was a result of impact with a plow blade or other piece of equipment. It should be noted that mailboxes should be constructed solidly to withstand the force of snow rolling off a plow.

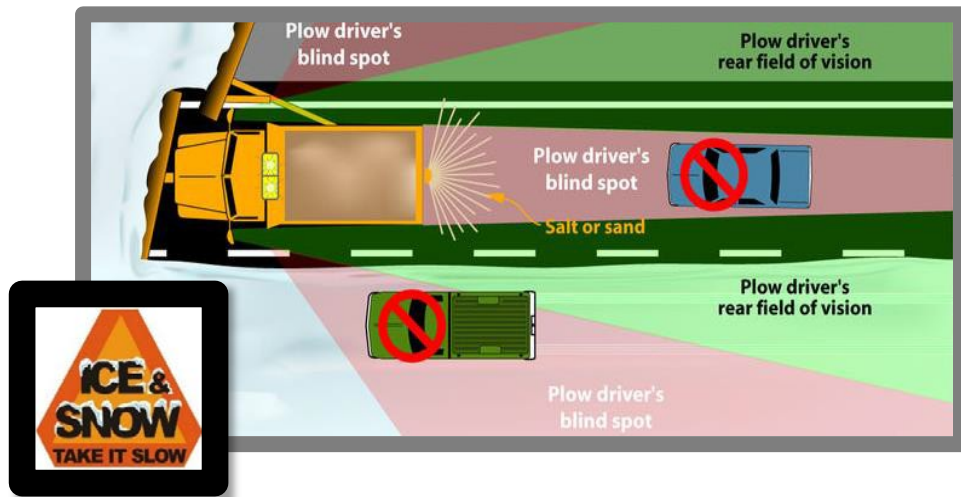
The weight of accumulating snow may cause damage to structures. Such damage is the responsibility of the resident and their insurance company.

### City of Idaho Falls Clerk's Office

Physical Address:	308 Constitution Way Idaho Falls ID, 83402
Mailing Address:	P.O. Box 50220 Idaho Falls, ID 83405
E-mail:	IFClerk@idahofallsidaho.gov
Phone:	(208) 612-8415
Fax:	(208) 612-8560

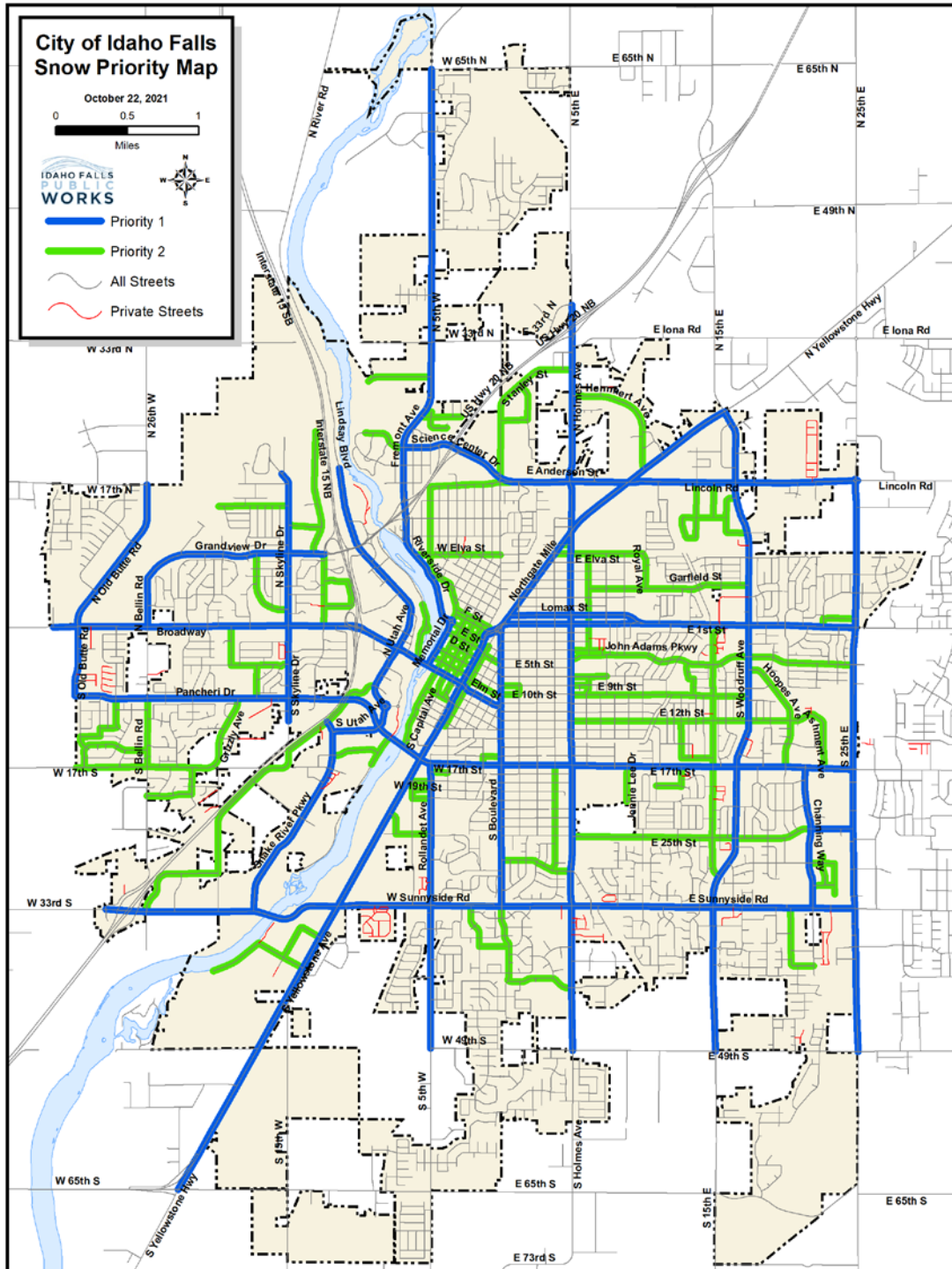
## SAFETY TIPS

- When trucks are plowing snow and spreading sanding material, stay back from the vehicle 100 feet to avoid problems.
- Plow trucks often have to back up. There are blind spots in the mirrors. For your safety, do not pull up directly behind them. They may not be able to see you.
- When cleaning driveways or parking lots, do not put snow in the street. This can cause problems for other motorists.
- Plow trucks generally push snow to the passenger side of the truck (right side when looking at it from the rear). Never attempt to pass a truck on the right since there can be much more snow on that side of the vehicle.



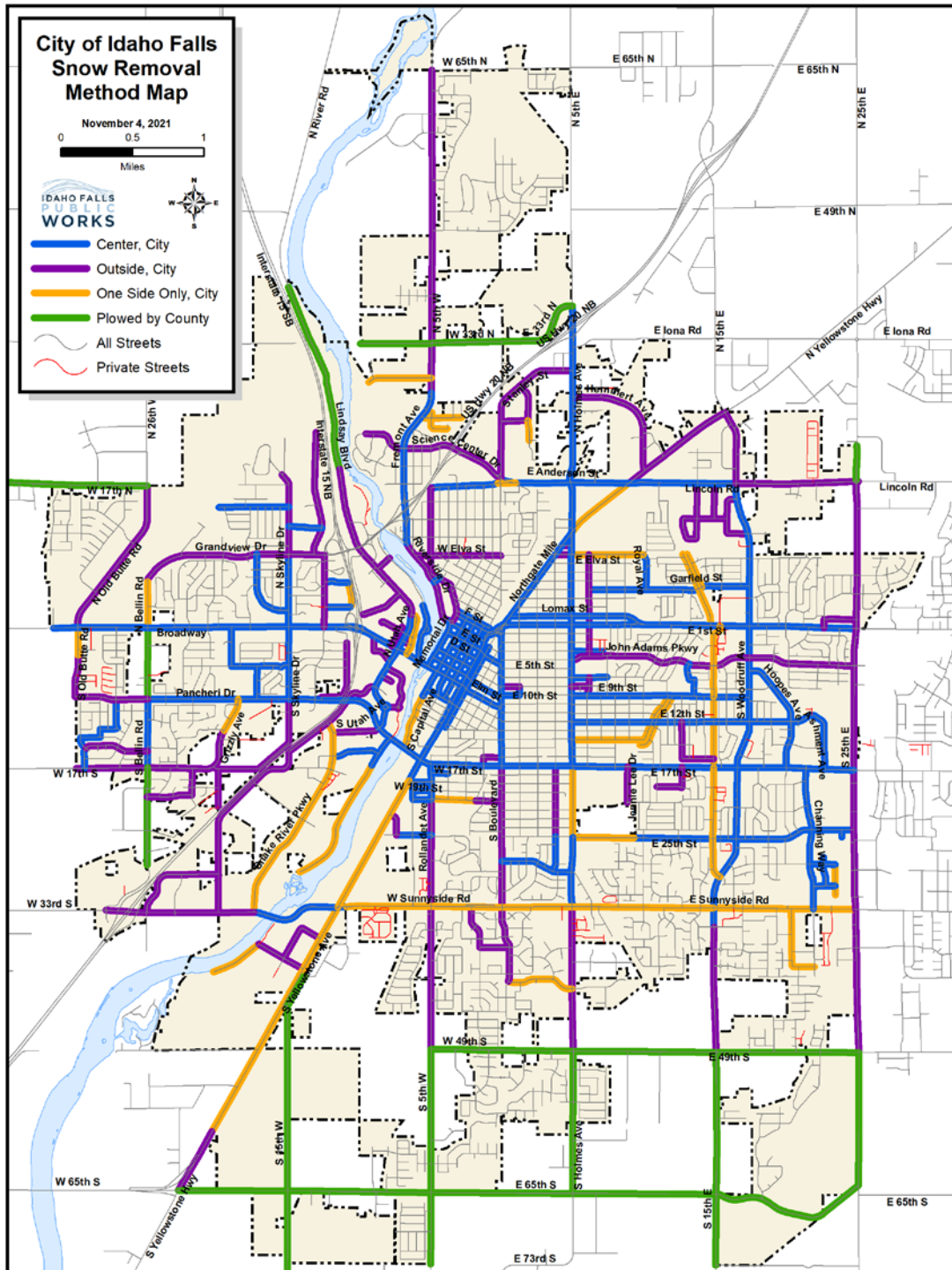
## VI. APPENDICES

### A. Snow Priority Map





## B. Snow Removal Method Map



## C. Idaho Transportation Department Maintenance Agreement

## COOPERATIVE AGREEMENT

### FOR MAINTENANCE OF STATE HIGHWAY.I-15, I-15B, US 20, US 20B,US 26,US 91

THIS AGREEMENT, made and executed in duplicate this 15th day of January, 2004, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereinafter called the "State," and the CITY OF IDAHO FALLS, hereinafter referred to as the "City."

#### WITNESSETH:

#### 1. RECITALS

The parties desire to provide for the maintenance of state highway routes within the City as provided in *Idaho Code, Section 40-310(5)*, and to arrange herein for the particular maintenance functions to be performed by the City and those to be performed by the State and to specify the terms and conditions under which such work will be performed.

#### 2. AGREEMENT

This agreement shall supersede previous Cooperative Maintenance Agreements. In consideration of the mutual covenants and premises herein contained, it is agreed that the City will perform such maintenance work as is specifically delegated to and the State will perform those particular functions of maintenance delegated to it on the state highway routes or portions thereof as hereinafter described under Sections 13, 17, and 17-a hereof or as said sections may be subsequently modified with the written consent of the parties hereto acting by and through their authorized representatives.

#### 3. MAINTENANCE DEFINED

Maintenance is defined as follows:

- a. The preservation and keeping of right-of-way and each type of roadway, structure, and facility in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.
- b. Provisions as necessary for the safety and convenience of traffic and the upkeep of traffic control devices.
- c. The general utility services such as roadside planting and vegetation control.
- d. The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure or facility.
- e. Upkeep of illumination fixtures on the streets, roads, highways, and bridges, which are required for the safety of persons using the said streets, roads, highways, and bridges.

#### 4. DEGREE OF MAINTENANCE

The degree and type of maintenance for each highway or portion thereof shall mean doing the work and furnishing the materials and equipment to maintain the highway facility herein described in a manner as near as practicable to the standard in which they were originally constructed and subsequently improved.



5. LEGAL RELATIONS AND RESPONSIBILITIES

Nothing in the provisions of this agreement is intended to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of state highways different from the standard of care imposed by law.

It is understood and agreed that neither the State, nor any officer, agent, servant, or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City or in connection with any work, authority or jurisdiction delegated to the City under this Agreement for Maintenance. The City, its officers, agents, servants, or employees, shall not be responsible for any damage or liability arising in connection with work to be performed by the State which is not otherwise delegated to the City.

6. HIGHWAY

Highway, as used herein, includes the entire right-of-way which is secured or reserved for use in the construction and maintenance of the traveled way and roadsides as hereinafter described.

7. ROADWAY

Roadway means the area between the inside face of curbs or the area between the flow lines of paved gutters; otherwise, the entire width within the highway which is improved for vehicular use including improved shoulders and side slopes, if they exist.

8. IMPROVED ROADSIDES

Improved roadside is the area between the roadway, as defined under Section 7, and the right-of-way boundary lines, including curb and sidewalk.

Curb relates to a timber, concrete, asphalt, or masonry structure separating or otherwise delineating the roadway from the remainder of the highway and shall include paved gutters. Medians that separate the roadways for traffic in opposite directions are considered a part of the improved roadsides. Sidewalk applies to the paved or otherwise improved surface area between the face of curb or edge of roadway and right-of-way boundary, including paved entrances or driveways.

9. UNIMPROVED ROADSIDES

Unimproved roadsides relate to the area between the roadway and right-of-way boundary wherein curbs and sidewalks do not exist.

10. BRIDGES

Bridges are structures that span more than 20 feet measured between abutments along the centerline of the street and multiple span structures where the individual spans are in excess of 10 feet measured from center-to-center of supports along the centerline of the street. All other cross-drainage structures shall be classified as culverts.

## 11. TRAFFIC CONTROL DEVICES

Traffic control devices include all signs, pavement markings, and highway illumination placed on or adjacent to the street or highway for the regulations, guidance, warning and aid of pedestrian and traffic movement thereon. Traffic signals will be treated under a separate agreement.

## 12. FRONTAGE ROADS

Frontage roads are roads constructed on either side of the highway to provide authorized road access to adjacent properties in lieu of access directly from the highway.

## 13. ROUTINE MAINTENANCE

Routine maintenance to be performed on the roadway or roadsides shall consist of such work as patching, spot sealing, crack sealing, snow plowing, snow removal, sanding, care of drainage, upkeep and repair of bridges, culverts, curbs, benches and sidewalks, street sweeping and cleaning, repair of damage and cleaning up after storms and traffic accidents, control of roadside vegetation, care of landscaped areas, planters, trees or other ornamental plantings, and upkeep and operation of traffic control devices, all in the manner as hereinafter specified.

### a. Roadway

- (1) Surface Repair: The patching of holes, depressed areas, spot sealing, undersealing, etc.
- (2) Crack Sealing: The cleaning, filling and sealing of cracks in pavement with sealing compounds.
- (3) Sweeping and Cleaning: The removal of dirt or litter normally coming onto the roadway from action of traffic or from natural causes, such as flood and storm debris.
- (4) Snow Removal: The removal of snow from the roadway by plowing, sweeping, and hauling and shall include applying sand and/or salt when required. The hauling away of snow need only apply on those highway sections where snow storage is limited or at such times when accumulations become greater than storage area capacity.
- (5) Utilities: Including manholes, boxes or other appurtenances shall be maintained by their owners.
- (6) Storm Sewers: Shall be kept clean and free from debris; traps and sumps cleaned as required after each storm.
- (7) Culverts: Shall be kept clean and free from debris; inlets and outlets shall be kept free of debris and growing grass or brush.

### b. Bridges

Shall be inspected in accordance with the national inspection standards of *U.S. Code, Section 116(d), Title 23*, administered by the State. Bridges designed to AASHTO H-20 or better standards must be inspected on a frequency not to exceed two years. Bridges that are posted for restricted weight limits and/or designed to AASHTO HS-15 or less will be inspected on an annual basis. Inspections are to be accomplished by a qualified inspector. The State's district engineer shall be immediately notified of major



defects. See current edition of *AASHTO Manual for Maintenance Inspection of Bridges* for inspector's qualifications, inspection reporting procedures, and structural analysis for load capacity of bridges.

**c. Improved Roadsides**

- (1) Curbs: Shall be kept in repair by cleaning, patching, lifting, and aligning.
- (2) Sidewalks: Shall be kept in repair by cleaning, patching, lifting, aligning, and regrading if of gravel or other non-cemented material.
- (3) Lawn or Grass Areas: Shall be kept mowed, watered, edges trimmed, and the watering operations shall not flood or sprinkle on the roadway.
- (4) Trees and Plantings: Shall be kept trimmed with dead material removed and hazardous limbs pruned. This agreement shall not be construed as restricting, prohibiting or otherwise relieving the City of the responsibility for inspection and upkeep of trees in a manner that will insure maximum safety to both vehicular and pedestrian traffic or to restrict or relieve the City from following the same policy and procedure generally followed by it with respect to streets of the City in the matter of requiring sidewalk repairs and control of vegetation to be made by or at the expense of abutting owners who are under legal obligation to perform such work.
- (5) Benches and Planters: Shall be kept in repair by cleaning, patching, aligning, and painting.

**d. Unimproved Roadsides**

- (1) Ditchings: Foreslopes, backslopes, and ditches shall be bladed and ditched regularly as required to keep as near as possible to the original typical cross section.
- (2) Cleaning: Foreslopes and backslopes shall be mowed as required. Trees and shrubs shall be kept trimmed, dead material removed and hazardous limbs pruned, waterways shall be kept free of debris.

**e. Traffic Control Devices**

Traffic control devices installed and maintained on the urban extensions of the State Highway System shall be in conformance with the recommendations and specifications of the current *Manual on Uniform Traffic Control Devices for Streets and Highways* as approved by the American Association of State Highway and Transportation Officials (AASHTO) and as adopted by the Idaho Transportation Department. The maintenance to be performed on these items shall consist of furnishing all necessary labor, material, services, and equipment to install, replace, operate, and/or repair in accordance with this agreement.

All traffic control devices installed inside the full control of access limits of the Interstate Highway System shall be the responsibility of the State.

- (1) Route Guide Signing: This includes all official designation guide signs at junctions of the urban extensions of the State Highway System, all entering community signs and all U.S. or State Highway System route markers necessary to properly identify and keep the motorist sure of the routes.



- (2) Other Guide Signs: This includes all other guide signs of an informational nature identifying streets, city parks, landmarks, and items of geographical or cultural interest that the community desires to sign.
- (3) Warning Signs: These will include all signs used to indicate conditions that are actually or potentially hazardous to users of the highway or street.
- (4) Speed Signs: These will include all regulatory signs to indicate speed limits that have been designated in accordance with statutory provisions.
- (5) Other Regulatory Signs: These will include all regulatory signs, other than the speed sign and lane control sign which are used to indicate the required method of traffic movement or use of the public highway or street.
- (6) Highway Lighting: This includes all fixed illumination of the roadway or sidewalks for purposes of providing better visibility of persons, vehicles or roadway features. All highway lighting shall be installed and maintained in accordance with current policies of the State. Maintenance shall include all upkeep of supports, interconnecting service, electrical energy costs, cleaning, lamp renewal, and associated labor and material costs required to maintain the lighting system in continuous nighttime operation.
- (7) Lane-Line Markings: These will include those lines dividing the roadway between traffic moving in opposite directions, lane-lines separating two or more lanes of traffic moving in the same direction, painted channelization, pavement edge markings, and no passing barrier lines where required.
- (8) Other Pavement Markings: These include all stop lines, crosswalk lines, parking space limits and word and symbol marking set into or applied upon the pavement surface or curbing or objects within or adjacent to the roadway for the purpose of regulating or warning traffic.

#### 14. ENCROACHMENT PERMITS

If the State delegates authority to issue encroachment permits to the City, the authority shall pertain to all parts of the highway or street throughout the particular length indicated under Section 17 and/or 17-a of this agreement. Authority to issue encroachment permits shall not be assigned to the City unless they have adequate ordinances governing the encroachments together with an administrative organization and procedure capable of enforcing the ordinances.

Permits shall be issued on a form provided by the State and the City will furnish a copy of each permit to the State. The City agrees to follow current policies of the State regarding encroachment unless the City, by ordinance or other regulation, imposes more restrictive regulations as stated below. Prior approval of the State shall be secured before any permit is issued for the original installation of any utility line, driveway or other permanent encroachment within the highway right-of-way.

If the City, by ordinance or other regulation, imposes more restrictive regulations and requirements regarding signs, marquees and/or driveways than above set forth or as provided in current State policies, nothing in these provisions shall be construed to prevent the City from enforcing such restrictive regulations in the granting or refusing of permits with respect to any State Highway. Where authority to issue encroachment permits is retained by the State, all local ordinances which are more restrictive than State policy will be observed. When



authority to issue Encroachment permits is retained by the State, approval of the City will be secured prior to the issuance of a permit. State permit forms will be used and a copy will be forwarded to the City for its record.

The City or State shall comply with its usual policy with respect to collecting costs from permittees in such cases as fees or charges are made by the City or State for encroachment work on streets or highways.

No signs, billboards or structures other than those authorized and installed by the State or the City as necessary for the regulating, warning, and guiding of traffic shall be permitted within or to overhang the right-of-way of any State Highway, except in accordance with these provisions:

- a. Signs or marquees extending over the sidewalk and right-of-way may be installed on a certain basis in business districts only, subject to the following restrictions:
  - No sign or marquee shall be permitted to project over the roadway nor to extend beyond a vertical line located 18 inches outside the inside face of the curb.
  - Signs extending over the sidewalk area shall have no part thereof less than 12 feet above sidewalk or ground level. Marquees extending over the sidewalk area shall have no part thereof less than eight feet above sidewalk or ground level.
- b. Displays or signs overhanging the right-of-way may be authorized on a permit basis only outside of business districts when the display is placed flat against and supported by the building and providing it does not extend more than 12 inches into the right-of-way.
- c. All signs and marquees shall conform to the city building and/or sign code excepting that minimum clearance requirements as herein specified must be complied with.

They shall at all times be maintained in a good appearing and structurally safe condition. Any existing sign or marquee suspended or projected over any portion of State Highway right-of-way, which constitutes a hazard, shall be immediately repaired or removed.

- d. Signs or displays will not be permitted which resemble, hide, or because of their color, interfere with the effectiveness of traffic signals and other traffic control devices. Illuminated signs or displays containing red, yellow, or green lights will not be permitted to overhang the right-of-way.
- e. Temporary municipal decorations may be installed and suspended over the State Highway on a permit basis only. They shall not be permitted in locations that interfere with the visibility and effectiveness of traffic control devices.

It is understood that none of the provisions listed above (a. to e. inclusive) will be in conflict the Beautification of Highways Act of 1966, *Idaho Code, Section 40, Chapter 28*.

- f. Use of state highway right-of-way for benches, planters, and trees is subject to the following conditions:
  - Benches, planters, and trees must be at least 18 inches from the face of the curb. When benches, planters, and trees are placed on sidewalks, there must be a four-foot open space for pedestrians and bicyclists measured at a right angle from the edge of the sidewalk, or as an alternative, spacing that meets city-approved standards.

- Benches, planters, and trees should not obstruct crosswalks or wheelchair ramps, or force pedestrians into the street by their placement.
- Benches, planters, and trees should not be placed so as to impede the sight distance of vehicles using the highway.
- Benches, planters, and trees shall not bear markings or signs that resemble official traffic signs.
- Cities allowing benches, planters, and trees on state highway right-of-way agree to indemnify, defend regardless of outcome, and hold harmless, ITD from all accidents or occurrences resulting in damage to property, injury, or loss of life related to bench placement on highway right-of-way within the city.

#### 15. TRANSPORTATION PERMITS

Transportation permits will be required on State Highways for all vehicles and their loads that exceed legal limitations. If authority to issue transportation permits is delegated to the City, such authority shall pertain only to travel that originates and terminates within the City corporate limits.

#### 16. ROUTE DESCRIPTION

<u>Route No.</u>	<u>Milepost</u>	<u>Length Miles</u>	<u>Description of Routing</u>
1. I-15 BUS. 2.732 to 6.315 001380		3.583	S Yellowstone Highway, from SCL to Broadway St.
US-26 333.044 to 335.37 002240		2.326	N. Yellowstone Highway from Broadway St. to Idaho Canal.
2. I-15 BUS. 6.315 to 7.230 001380		0.915	Broadway from Yellowstone Highway to ramps on I-15.
US-20 305.035 to 306.900 002070		1.865	Broadway from WCL to SB on and off ramps I-15.
3. I-15 118.448 to 120..600 001330		2.152	From SCL to NCL includes John Hole Interchange Structure.
4. US-20 307.45 to 308.717 002070		1.267	From Saturn to NCL.
5. US-20 BUS. 2.270 to 3.717 West. 002073		1.489	North Holmes from Jct. US-26 to centerline US-20.
US-20 BUS. 1.430 to 1.489 004140		.042	Centerline US-20 to WB on and off ramps.
6. I-15 BUS. .0153 to 1.804		1.211	I-15 to Intersection Yellowstone and Sunnyside.



## 17. DELEGATION OF MAINTENANCE

The maintenance work to be performed by the City or State shall conform to the provisions hereof and shall include those operations as hereinafter indicated.

MAINTENANCE FUNCTION	AGENCY TO PERFORM WORK				
	Route No. 1	Route No. 2	Route No. 3	Route No. 4	Route No.
<b>ROADWAY</b>					
1. Surface Repair	S	S	S	S	
2. Crack Sealing	S	S	S	S	
3. Sweeping and Cleaning	C	C	S	S	
4. Snow Removal	C	C	S	S	
5. Utilities	C	C	S	C	
6. Culverts	C	C	S	S	
7. Storm Sewers	C	C	S	C	
<b>BRIDGES</b>					
1. Main Structure	S	S	S	S	
2. Pedestrian Walks	C-3	C-3	C-3	C-3	
3. Railings	S	S	S	S	
<b>IMPROVED ROADSIDES</b>					
1. Curbs	C	C	S	S	
2. Sidewalk	C	C	N/A	C	
3. Lawn or Grass Areas	C	C	C	C	
4. Trees and Planting	C	C	C	C	
5. Medians	C	C	S	S	
6. Benches and Planters	C	C	C	C	
<b>UNIMPROVED ROADSIDES</b>					
1. Ditching	S	S	S	S	
2. Cleaning	S	S	S	S	
3. Weed Eradication	S	S	S	S	
<b>TRAFFIC CONTROL DEVICES</b>					
1. Route Guide Signs	S	S	S	S	
2. Other Guide Signs	C	C	S	S	
3. Warning Signs	C	C	S	S	
4. Speed Signs	S	S	S	S	
5. Other Regulatory Signs	C-5,10	C-5,10	S	S	
6. Highway Lighting	C-9	C	S-1	C	
7. Lane-Line Markings	S	S	S	S	
Other Pavement Markings					
1. Parking Space Limits	C	N/A	N/A	N/A	
2. Crosswalks	S-7	S-7	N/A	S-7	
3. Stop Bars	S-6	S-6	S-6	S-6	
4. School Crossing	S	S	N/A	S	
5. Railroad Crossing	S	S	N/A	N/A	
6. Lane Control	S	S	S	S	
<b>ISSUE PERMITS ENCROACHMENTS</b>					
	C-4	C-4	S	S	
<b>ISSUE PERMITS TRANSPORTATION</b>					
	S	S	S	S	



## 17. DELEGATION OF MAINTENANCE

The maintenance work to be performed by the City or State shall conform to the provisions hereof and shall include those operations as hereinafter indicated.

MAINTENANCE FUNCTION	AGENCY TO PERFORM WORK				
	Route No. 5	Route No. 6	Route No.	Route No.	Route No.
<b>ROADWAY</b>					
1. Surface Repair	S	S			
2. Crack Sealing	S	S			
3. Sweeping and Cleaning	C	C			
4. Snow Removal	C	C			
5. Utilities	C	C			
6. Culverts	C	C			
7. Storm Sewers	C	C			
<b>BRIDGES</b>					
1. Main Structure	S	S			
2. Pedestrian Walks	C-3	C-3			
3. Railings	S	S			
<b>IMPROVED ROADSIDES</b>					
1. Curbs	C	C			
2. Sidewalk	C	C-2			
3. Lawn or Grass Areas	C	C			
4. Trees and Planting	C	C			
5. Medians	C	C			
6. Benches and Planters	C	C			
<b>UNIMPROVED ROADSIDES</b>					
1. Ditching	S	S			
2. Cleaning	S	S			
3. Weed Eradication	S	S			
<b>TRAFFIC CONTROL DEVICES</b>					
1. Route Guide Signs	S	S			
2. Other Guide Signs	C	C			
3. Warning Signs	C	C			
4. Speed Signs	S	S			
5. Other Regulatory Signs	C-5,10	C-5,10			
6. Highway Lighting	C-8	C			
7. Lane-Line Markings	S	S			
Other Pavement Markings					
1. Parking Space Limits	C	C			
2. Crosswalks	S-7	S-7			
3. Stop Bars	S-6	S-6			
4. School Crossing	S	N/A			
5. Railroad Crossing	N/A	C			
6. Lane Control	S	S			
<b>ISSUE PERMITS ENCROACHMENTS</b>					
	C-4	S			
<b>ISSUE PERMITS TRANSPORTATION</b>					
	S	S			

## 17-A. DELEGATION OF MAINTENANCE – FRONTAGE ROADS

The maintenance work to be performed by the City or State shall conform to the provisions hereof and shall include those operations as hereinafter indicated.

MAINTENANCE FUNCTION	AGENCY TO PERFORM WORK				
	Route No.	Route No.	Route No.	Route No.	Route No.
<b>ROADWAY</b>					
1. Surface Repair					
2. Crack Sealing					
3. Sweeping and Cleaning					
4. Snow Removal					
5. Utilities					
6. Culverts					
7. Storm Sewers					
<b>BRIDGES</b>					
1. Main Structure					
2. Pedestrian Walks					
<b>IMPROVED ROADSIDES</b>					
1. Curbs					
2. Sidewalk					
3. Lawn or Grass Areas					
4. Trees and Planting					
5. Medians					
6. Benches and Planters					
<b>UNIMPROVED ROADSIDES</b>					
1. Ditching					
2. Cleaning					
3. Weed Eradication					
<b>TRAFFIC CONTROL DEVICES</b>					
1. Route Guide Signs					
2. Other Guide Signs					
3. Warning Signs					
4. Speed Signs					
5. Other Regulatory Signs					
6. Highway Lighting					
7. Lane-Line Markings					
8. Other Pavement Markings					
Parking Space Limits					
Crosswalks					
Stop Bars					
School Crossing					
Railroad Crossing					
Lane Control					
<b>ISSUE PERMITS ENCROACHMENTS</b>					
<b>ISSUE PERMITS TRANSPORTATION</b>					

**18. DELEGATION OF COSTS**

All agencies shall bear all costs of maintenance obligations assigned to them under this agreement.

**19. SUBSEQUENT IMPROVEMENTS**

When a highway section or portion thereof is improved to urban standards, i.e., with curbs, sidewalks, etc., the delegation of maintenance shall automatically change to conform to the provisions as provided for similar sections under this agreement.

**20. TERM OF AGREEMENT**

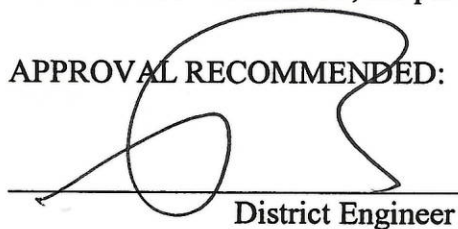
This agreement shall become effective January 15, 2004 and shall remain in full force and effect until amended or terminated.

The agreement as above may be amended upon the mutual consent of the parties thereto.

The agreement as above may be terminated at any time upon 30 days' written notice by either party thereof to the other.

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

APPROVAL RECOMMENDED:

  
District Engineer

  
Maintenance Supervisor



IDAHO FALLS

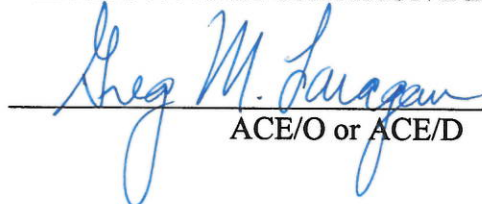
  
Mayor

  
City Clerk

ATTEST:

\_\_\_\_\_  
Secretary

IDAHO TRANSPORTATION DEPARTMENT

  
ACE/O or ACE/D

• **DELEGATION OF MAINTENANCE CONTINUED:**

1. Maintain lights over John Hole I.C. by City.
2. Includes Bike path from Snake River west.
3. Except Structural Repair.
4. State needs copy of permit.
5. Through traffic control – side street lane control by City.
6. Side street stop bars by City.
7. State will replace existing crosswalks with thermoplastic material on construction projects on approximate 7 year cycle. City to maintain otherwise.
8. Except IC-110 Ramps and westbound on / off signal.
9. Except 65<sup>th</sup> South signal illumination.
10. State to maintain street name and lane control signs on all traffic signals.



The map displays the following rail transit stations in Idaho Falls, Idaho:

- RT. #3 I-15 001330** (Purple box): NCL M.P. 120.600
- RT. #4 US 20 002070** (Blue box): NCL M.P. 308.717
- RT. #4 US20 002070** (Blue box): Saturn Ave. M.P. 307.45
- RT. #2 US20 002070** (Green box): WCL M.P. 305.035
- RT. #2 US 20 002070** (Green box): SB off ramp I-15 M.P. 306.900
- RT. #2 I-15B 001380** (Green box): SB on & off ramps I-15 M.P. 7.230
- RT. #3 I-15 001330** (Purple box): SCL M.P. 118.448
- RT. #6 I-15B M.P. 0.153** (Yellow box)
- RT. #5 US20B 004140** (Cyan box): US20 M.P. 1.489
- RT. #1 US26 002240** (Red box): Idaho Canal 335.37
- RT. #5 US20B 002073** (Cyan box): N Holmes M.P. 2.270
- RT. #1 US 26 002240** (Red box): Broadway St. M.P. 333.044
- RT. #1 I-15B 001380** (Red box): Broadway St. M.P. 6.315
- RT. #2 I-15B 001380** (Green box): Broadway St. M.P. 6.315
- RT. #6 I-15B M.P. 1.804** (Yellow box)
- RT. #1 I-15B 001380** (Red box): SCL M.P. 2.732

# Memorandum

File #: 21-304

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Tuesday, November 2, 2021  
**DEPARTMENT:** Idaho Falls Power

## Subject

IFP 21-38, Additional Spending Request for Fiber Optic Cable Installation Services

## Council Action Desired

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

Idaho Falls Fiber (IFF) requests authorization for additional spending authority on Wheeler Electric, Inc.'s original contract for a not-to-exceed amount of \$600,000.00, (or take other action deemed appropriate).

## Description, Background Information & Purpose

City Council approved Wheeler Electric, Inc.'s original contract to provide the fiber connection and optical network transmitter installation inside customers' homes for an amount of \$456,000.00 on September 23, 2021. Due to the popularity and high demand for fiber, additional budget authority is required. IFF requests additional spending authority on Wheeler's original contract and pricing for \$600,000.00.

## Alignment with City & Department Planning Objectives



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

## Interdepartmental Coordination

The City Attorney and Idaho Falls Fiber worked together on this request.

## Fiscal Impact

The expense was budgeted for in the 2021/22 budget.

**Legal Review**

The City Attorney has reviewed and give approval for the requested action.



# Memorandum

File #: 21-242

City Council Meeting

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

## Subject

IFP 21-38 Fiber Optic Cable Installation Services

## Council Action Desired

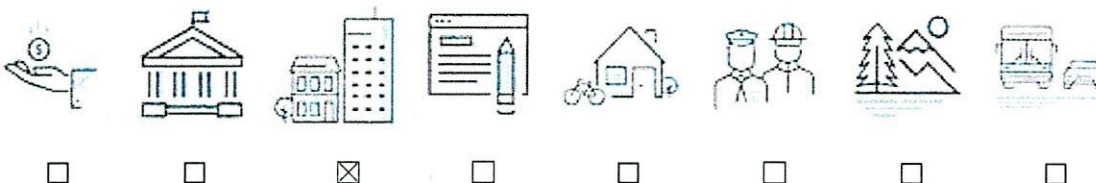
- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

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

## Description, Background Information & Purpose

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

## Alignment with City & Department Planning Objectives



SEPTEMBER 23, 2021  
 APPROVED 50

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

**Interdepartmental Coordination**

Legal Services and Idaho Falls Fiber.

**Fiscal Impact**

Budgeted in the 2021/22 budget.

**Legal Review**

Legal has reviewed and approves.

# CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

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

Owner and Contractor hereby agree as follows:

## ARTICLE 1 - THE WORK

### 1.01 Work

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

## ARTICLE 2 - CONTRACT DOCUMENTS

### 2.01 Intent of Contract Documents

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



## 2.02 Contract Documents Defined

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

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

## ARTICLE 3 - ENGINEER

### 3.01 Engineer

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

## ARTICLE 4 - CONTRACT TIMES

### 4.01 Contract Times

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

### ~~4.02 Liquidated Damages~~

## ARTICLE 5 - CONTRACT PRICE

### 5.01 Payment

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

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

## ARTICLE 6 - BONDS AND INSURANCE

### 6.01 — Bonds

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

### 6.02 Insurance

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



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

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

### **7.01 Supervision and Superintendence**

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

- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

#### 7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

#### 7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

#### 7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

#### 7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

#### 7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

#### 7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.



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

#### 7.08 Record Documents

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

#### 7.09 Safety and Protection

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

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

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

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

#### 7.11 Warranties and Guarantees

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

#### 7.12 Correction Period

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

#### 7.13 Indemnification

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



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

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

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

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

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

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

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

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

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

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

### **10.02 Change Orders**

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

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

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

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



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

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

### **12.01 Claims Process**

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

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

### **13.01 Tests and Inspections**

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

### 13.02 Defective Work

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

## ARTICLE 14 - PAYMENTS TO CONTRACTOR

### 14.01 Applications for Payments:

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

### ~~14.02 Retainage~~

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

### 14.03 Review of Applications

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

### 14.04 Contractor's Warranty of Title

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



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

#### 14.05 Substantial Completion

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

#### 14.06 Final Inspection

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

#### 14.07 Final Payment

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

#### 14.08 Waiver of Claims

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



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

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

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

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

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

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

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

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

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

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

#### 15.04 Contractor May Stop Work or Terminate

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

### ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

#### 16.01 Contractor Representations

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



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

## **ARTICLE 17 - MISCELLANEOUS**

### **17.01 Cumulative Remedies**

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

### **17.02 Limitation of Damages**

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

### **17.03 No Waiver**

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

### **17.04 Survival of Obligations**

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

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

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

### **17.06 Controlling Law**

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

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

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

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

17.08 Non-discrimination

- A. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical or mental handicap, gender identity/expression, sexual orientation, veteran's status, or national origin. Nothing in this Paragraph shall require Contractor to exceed the reasonable accommodation requirements established by the Americans With Disabilities Act.

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

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

OWNER:

City of Idaho Falls

By: \_\_\_\_\_

Title: Mayor

CONTRACTOR:

Wheeler Electric

By: \_\_\_\_\_

Title: VICE PRESIDENT

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

Attest: \_\_\_\_\_

Title: SERVICE MANAGER

Address for giving notices:

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

, Idaho Falls, ID

License No.: ELE-C-1950  
(where applicable)

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

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



P.O. Box 50220

Idaho Falls, ID 83405-0220

# Memorandum

File #: 21-307

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Wednesday, November 3, 2021  
**DEPARTMENT:** Idaho Falls Power

## Subject

IF 20-06, Additional Spending Request for Overhead Fiber Project

## Council Action Desired

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

Idaho Falls Fiber (IFF) requests authorization for additional spending authority on B. Jackson Construction, Inc.'s original contract for a not-to-exceed amount of \$1,000,000.00, (or take other action deemed appropriate).

## Description, Background Information & Purpose

City Council approved B. Jackson Construction, Inc.'s original contract to provide overhead fiber optic cable services for an amount of \$1,000,000.00 on January 9, 2020. Due to the scale of the project and miles of overhead lines that need to have fiber optic cable strung, additional, ongoing work is required for this four-year project. In the 2020 aerial construction bid, B. Jackson Construction, Inc. was the only qualified and responsive, responsible bidder. IFF staff is not aware of other interested parties in performing this work due to the highly technical and unique nature of the required work. B. Jackson is currently willing to continue to work under the original contracts pricing and terms. IFF staff believes it is the best interests of the customers and the fiber network to request additional spending under the terms of the existing contract, for \$1,000,000.00.

## Alignment with City & Department Planning Objectives



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

## Interdepartmental Coordination

Legal Services and Idaho Falls Fiber worked together on this request.



**Fiscal Impact**

This expense is budgeted for in the 2021/22 budget.

**Legal Review**

The City Attorney has reviewed and approved the Council action requested.



## MEMORANDUM

**TO:** Mayor Casper  
**FROM:** Bear Prairie, General Manager *200 for Bear 2/7/20*  
**DATE:** February 7, 2020  
**RE:** 2020 IFF Overhead Fiber Project Agreement with B. Jackson Construction, Inc.

Attached for your review and approval is an Agreement for the 2020 Idaho Falls Fiber Overhead Fiber Project between B. Jackson Construction, Inc. and the City of Idaho Falls related to the overhead fiber project for a minimum bid of \$588,720.85 and includes a not to exceed amount of \$1,000,000.

The department expenditure is within State Statute §67-2806 and was approved by City Council on Jan. 9, 2020 authorizing the Mayor to enter into such agreements, where budgeted City projects will support the growth and livable community-oriented results by providing overhead fiber installation.

Please execute the attached agreement, return the original to the City Clerk's office and one copy of the executed document to Idaho Falls Power. Thank you.

BP/381

Cc: City Clerk  
File

Encl.



# MEMORANDUM

**FROM:** Pam Alexander, Municipal Services Director

**DATE:** Thursday, January 2, 2020

**RE:** Bid IF-20-06, Overhead Fiber Project for Idaho Falls Power

## Item Description

On December 30, 2019 bids were received for the Overhead Fiber Project for Idaho Falls Power.

## Purpose

This project will support the growth and livable community oriented results by providing overhead fiber installation.

## Fiscal Impact / Financial Review

Funding for this project is included in the 2019/20 Idaho Falls Power operating budget.

## Legal Review

The department expenditure is within State Statute §67-2806.

## Interdepartmental Review

Idaho Falls Power concurs with the quote award through centralized purchasing.

## Recommended Action

It is the recommendation of Municipal Services and Idaho Falls Power to approve the lowest bid to B. Jackson Construction, Inc. for a minimum bid of \$588,720.85 and include a not to exceed amount of \$1,000,000 for project cost capacity and give the authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).



☐ Economic



☐ Governance



☒ Growth



☐ Learning



☒ Livable



☐ Safety



☐ Sustainability



☐ Transportation

# City of Idaho Falls

PO BOX 50220  
IDAHO FALLS, IDAHO 83405  
PHONE: (208) 612-8433

Office of Purchasing Agent

**BID IF-20-06**  
2020 IFF Overhead Fiber Project

Opening Date: December 30, 2019

Company				Creek Enterprise, Inc		B. Jackson Construction, Inc.
From				Tecumseh, MI		West Jordan, UT
License #				<b>Not Licensed</b>		004875-UNLIMITED-1-4
Bid Bond Included (Y/N)				<b>N</b>		Y
Addendum 1 included (Y/N)				<b>N</b>		Y
BM2 (5/8)(8) 8' GROUND ROD	Quantity	UOM				
	20	EA		\$59.76		\$74.69
Total				\$1,195.20		\$1,493.80
BM2A BOND STRAND TO PWR GROUND ON POLE	300	EA		\$25.27		\$57.57
Total				\$7,581.00		\$17,271.00
CD ( ) UV AERIAL CONDUIT ASSEMBLY UNIT 1.25" to 1.5"	10,000	FT		\$11.00		\$2.83
Total				\$110,000.00		\$28,300.00
CO12E LASH 12CT FIBER	100	FT		\$2.42		\$1.73
Total				\$242.00		\$173.00
CO24E LASH 24CT FIBER	100	FT		\$2.48		\$1.73



Total				\$248.00		\$173.00
CO36E LASH 36CT FIBER	100	FT		\$2.54		\$1.73
Total				\$254.00		\$173.00
CO48E LASH 48CT FIBER	100	FT		\$2.66		\$1.73
Total				\$266.00		\$173.00
CO72E LASH 72CT FIBER	125,000	FT		\$2.80		\$1.80
Total				\$350,000.00		\$225,000.00
CO96E LASH 96CT FIBER	100	FT		\$2.96		\$1.97
Total				\$296.00		\$197.00
CO144E LASH 144CT FIBER	100	FT		\$3.43		\$2.06
Total				\$343.00		\$206.00
CO288E LASH 288CT FIBER	5,000	FT		\$4.18		\$2.16
Total				\$20,900.00		\$10,800.00
CO432E LASH 432CT FIBER	5,000	FT		\$5.25		\$2.39
Total				\$26,250.00		\$11,950.00
CS(10M) 5/16 STRAND	1	FT		\$3.27		\$2.12

Total				\$3.27		\$2.12
CS(6M) 1/4 STRAND	90,000	FT		\$2.81		\$1.69
Total				\$252,900.00		\$152,100.00
FIBER SPLICER HOURLY	1	HR		\$195.00		\$129.63
Total				\$195.00		\$129.63
PE1-3I DOWN GUY 10M WITH INSULATOR	100	EA		\$148.83		\$179.08
Total				\$14,883.00		\$17,908.00
PE2-2 OVERHEAD GUY 6M	1,000	FT		\$232.53		\$1.74
Total				\$232,530.00		\$1,740.00
PE2-3G OVERHEAD GUY 10M	100	FT		\$239.38		\$2.00
Total				\$23,938.00		\$200.00
PF3-5A SCREW ANCHOR TWIN EYE DIRT	100	EA		\$184.93		\$466.65
Total				\$18,493.00		\$46,665.00
PF5-3A ROCK ANCHOR TWIN EYE	1	EA		\$224.19		\$884.20
Total				\$224.19		\$884.20
PM100 (10") CORE DRILL SIDEWALK FOR ANCHOR PLACEMENT	0	EA		\$0.00		\$661.68

Total				\$0.00		\$0.00
PM11 GUY GUARD	150	EA	\$18.61			\$48.14
Total			\$2,791.50			\$7,221.00
PM4 CABLE EXTENSION ARM (SHORT)	75	EA	\$175.25			\$266.60
Total			\$13,143.75			\$19,995.00
PM4A CABLE EXTENSION ARM (LONG)	25	EA	\$285.21			\$273.94
Total			\$7,130.25			\$6,848.50
R1-5 TREE TRIMMING - SPACE REQUIRED TO GET STRAND AND LASHER THROUGH	200	FT	\$4.30			\$14.05
Total			\$860.00			\$2,810.00
T&E 3 MAN LINE CREW	40	HR	\$350.00			\$383.56
Total			\$14,000.00			\$15,342.40
T&E 4 MAN CREW	40	HR	\$425.00			\$524.13
Total			\$17,000.00			\$20,965.20
<b>LUMP SUM TOTAL</b>			\$1,115,667.16			\$588,720.85
Subcontractors Listed:						
			Optilink Broadcom, Inc.			
			Telecommunication			
			PWRW19-023			

**AGREEMENT**  
**2020 IFF Overhead Fiber Project**  
**Project No. B20-06**

THIS AGREEMENT is by and between the City of Idaho Falls ("Owner") and B. Jackson Construction, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: This job includes installing fiber on existing strand in part of the area and installing fiber and strand in other parts of the build area. This job to include all parts of overhead fiber construction except the installation of poles and splicing.

**ARTICLE 2 – THE PROJECT**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2.01 2020 IFF Overhead Fiber Project, Project No. B20-06.

**ARTICLE 3 – ENGINEER**

3.01 The Idaho Falls Power Assistant General Manager has the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01. Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Failure to meet Milestones or other timed performance obligations shall be considered a Material Breach.

4.02. Days to Achieve Milestones, Substantial Completion, and Final Payment

A. The Work will be substantially completed within 120 days calendar days



after the date when the Contract Times commence to run as provided in Paragraph SC-2.03 of the Supplementary Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within Contract time plus 15 calendar days after the date when Contract Times commence to run.

- B. Milestone(s) if any, will be completed by the date(s) defined in the Special Provisions.

#### 4.03. Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$\_\_\_\_\_ for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$\_\_\_\_\_ for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
- B. Owner and Contractor further agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$\_\_\_\_\_ for each day that expires after the date(s) of the Milestone(s) specified in Paragraph 4.02 above until the Work required by the Milestone(s) is complete.

### ARTICLE 5 – CONTRACT PRICE

- 5.01. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:
  - A. For all Work (including Unit Price Work), at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01. Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02. Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
    - a. Ninety-five percent of Work completed (with the balance being retainage).
    - b. Ninety-five percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-nine percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less two hundred percent of Engineer's estimate of the value of work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at substantial completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER'S sole discretion, reduce the amount of retainage being held.

### 6.03. Final Payment

- A. Upon final completion and acceptance of the Work in accordance with

Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price, less one percent retainage, as recommended by Engineer as provided in said Paragraph 14.07.

- B. Upon receipt of final tax release from the Idaho State Tax Commission, Owner shall pay the remaining one percent of the Contract Price.

## **ARTICLE 7 – INTEREST**

7.01. All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0.1 percent per annum.

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions.
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques,

sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer Written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. The Contractor is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).
- K. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01. Contents**

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

- 1. This Agreement (pages 1 to 9, inclusive).
- 2. Performance bond (pages 1 to 3, inclusive).
- 3. Payment bond (pages 1 to 3, inclusive).

4. ~~Other bonds (pages \_\_\_ to \_\_\_, inclusive).~~
    - a. ~~\_\_\_\_\_ (\_\_\_ to \_\_\_, inclusive).~~
    - b. ~~\_\_\_\_\_ (\_\_\_ to \_\_\_, inclusive).~~
    - c. ~~\_\_\_\_\_ (\_\_\_ to \_\_\_, inclusive).~~
  5. General Conditions – Division 100 of the Idaho Standards for Public Works Construction.
  6. Supplementary Conditions (pages 1 to 6, inclusive).
  7. Special Provisions (pages 1 to 5, inclusive).
  8. Standard Specifications and Standard Drawings – City of Idaho Falls Standard Drawings and Specifications (including by reference the Idaho Standards for Public Works Construction) and USDA RUS Bulletin 1735F-152 Form 515C Specifications and drawings for Construction of Aerial Plant.
  9. Drawings consisting of 1 sheets with each sheet bearing the following general title: 2020 IFF Overhead Fiber Project, Project No. B20-06
  10. Addenda (numbers 1 to 1, inclusive).
  11. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 15, inclusive, attached).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_ to \_\_\_, inclusive, attached).
  12. The following which may be delivered or issued on or after the Effective Date of the Agreement:
    - a. Notice to Proceed (pages 1 to 1, inclusive).
    - b. Work Change Directives.
    - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are not attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.



- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01. Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02. Assignment of Contract**

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03. Successors and Assigns**

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04. Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents may be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05. Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on FEBRUARY 11, 2020 (which is the effective Date of the Agreement).

OWNER:

City of Idaho Falls

By: Rebecca J. [Signature]

Title: Mayor



Attest: Kathy Hampton

Title: City Clerk

Address for giving notices:

PO Box 50220

Idaho Falls, ID 83405

CONTRACTOR:

B. JACKSON CONSTRUCTION INC

By: [Signature]

Title: President

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

(seal)

Attest: Lucie C. [Signature]

Title: Controller

Address for giving notices:

4188 W. Nike Drive

West Jordan, UT 84088

Idaho Public Works Contractors License

No.: 004875-unlimited-1-4

## CORPORATE ACKNOWLEDGMENT

(To be filled in when Contract Agreement is executed in behalf of a Corporation)

STATE OF Utah )  
 ) ss  
County of Salt Lake )

On this 13<sup>th</sup> day of January, 2020, before me appeared

Bart Jackson to me personally

known, who, being by me duly sworn, did say that he is

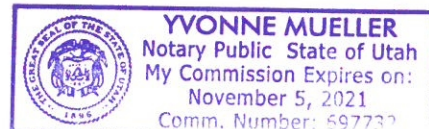
President of B. Jackson Construction, Inc.  
(Title) (Company)

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

WITNESS MY HAND AND NOTARIAL SEAL the day and year in this certificate first above written.

Yvonne Mueller  
Notary Public

My Commission Expires: 11/05/2021



# Memorandum

File #: 21-309

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Wednesday, November 3, 2021  
**DEPARTMENT:** Idaho Falls Power

## Subject

IF 21-37, Additional Spending Request for Fiber Microduct Deep-Drop Installation Services

## Council Action Desired

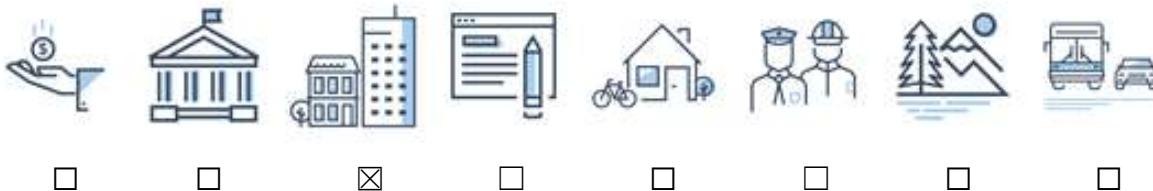
- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Idaho Falls Fiber (IFF) requests authorization for additional spending authority on B. Jackson Construction, Inc.'s deep drop installation contract for a not-to-exceed amount of \$600,000.00, (or take other action deemed appropriate).

## Description, Background Information & Purpose

City Council approved B. Jackson Construction, Inc.'s contract to provide deep-drop microduct installation services for an amount of \$140,593.00 on June 24, 2021. Due to the high demand for fiber in areas requiring conduit installation from the fiber backbone to their individual home, additional spending authority is required. To continue to meet the connection requests by customers in these areas, IFF is requesting additional spending authority on B. Jackson's original contract and pricing terms for \$600,000.00.

## Alignment with City & Department Planning Objectives



This action supports our readiness for managed, well-planned growth and development, by expanding residential fiber services and supports the growth element of the IFP Strategic Plan.

## Interdepartmental Coordination

Legal Services and Idaho Falls Fiber coordinated on this request

## Fiscal Impact

The request is budgeted for in the 2021/22 Fiber budget.



**Legal Review**

The City Attorney has reviewed and approved the requested action.

# Memorandum

File #: 21-162

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Friday, June 18, 2021  
**DEPARTMENT:** Idaho Falls Power

## Subject

IF21-37 Fiber Microduct Installation Services Agreement - Deep

## Council Action Desired

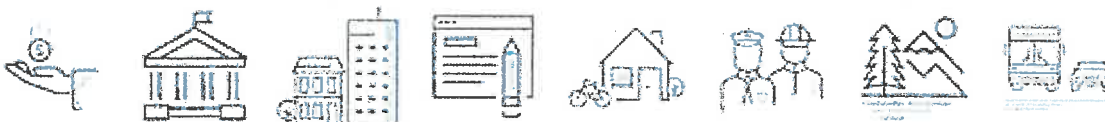
- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve this construction agreement with B. Jackson Construction of West Jordan, Utah for deep fiber microduct installation services at a not-to-exceed amount of \$140,593.00 and give authorization to the Mayor and City Clerk to execute the necessary documents, or take other action deemed appropriate.

## Description, Background Information & Purpose

Idaho Falls Fiber (IFF) solicited bids from qualified contractors to provide microduct installation services with deep drops, generally at a minimum of 18 inches. This installation method allows IFF to install microduct under sprinkler systems, driveways, sheds, etc., minimal surface disruption thereby minimizing damage and other costs. IFF received four quotes/bids with B. Jackson Construction being the lowest responsive, responsible bidder. The base bid was \$127,812.00, plus a ten percent (10%) contingency of \$12,781.00.

## Alignment with City & Department Planning Objectives



JUNE 24, 2021  
 APPROVED 60



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

**Interdepartmental Coordination**

Municipal Services and Legal Services.

**Fiscal Impact**

These services are budgeted for in the 2020/21 budget.

**Legal Review**

Legal has reviewed and approved this agreement.

## CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Idaho Falls Fiber (Owner) and  
B Jackson Construction (Contractor).

Owner and Contractor hereby agree as follows:

### ARTICLE 1 - THE WORK

#### 1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  - 1. IF 21-37 – Idaho Falls Fiber Micro duct Drop Installation Services Deep which includes installing a future path micro to residences for the Idaho Falls Fiber network.
  - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located various areas inside the City of Idaho Falls.

### ARTICLE 2 - CONTRACT DOCUMENTS

#### 2.01 Intent of Contract Documents

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

#### 2.02 Contract Documents Defined

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

2020 ISPWC 00522

Modified from EJCDC® C-522, Contract for Construction of a Small Project.  
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 and American Society of Civil Engineers. All rights reserved. Page 1 of 16

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

### **ARTICLE 3 - ENGINEER**

#### **3.01 Engineer**

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

### **ARTICLE 4 - CONTRACT TIMES**

#### **4.01 Contract Times**

- A. The term of this Contract shall commence from the date of execution by all parties and shall terminate on September 30, 2022
- B. Contractor agrees to complete the work within the time specified herein and to accept as full payment for all work, materials or services rendered on or delivered to the Project, an amount determined by the unit price method set forth in the Contract Documents and the Proposal, or the lump sum amount set forth in the Proposal. All work contemplated in the Proposal and the Contract Documents shall be completed by September 30, 2022.

#### ~~4.02 Liquidated Damages~~

### **ARTICLE 5 - CONTRACT PRICE**

#### **5.01 Payment**

- A. Owner shall pay Contractor in accordance with the Contract Documents at the unit prices for each unit of Work completed submitted in the bid form 00410, dated 18 June 2021.

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



## ARTICLE 6 - BONDS AND INSURANCE

### 6.01 — Bonds

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

### 6.02 Insurance

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

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

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

### **7.01 Supervision and Superintendence**

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

- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

#### **7.02 Other Work at the Site**

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

#### **7.03 Services, Materials, and Equipment**

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

#### **7.04 Subcontractors and Suppliers**

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

#### **7.05 Quality Management**

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

#### **7.06 Licenses, Fees and Permits**

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

#### **7.07 Laws and Regulations; Taxes**

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

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

#### 7.08 Record Documents

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

#### 7.09 Safety and Protection

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

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

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

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

#### 7.11 Warranties and Guarantees

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

#### 7.12 Correction Period

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

#### 7.13 Indemnification

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



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

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

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

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

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

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

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

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

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

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

### **10.02 Change Orders**

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

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

### **11.01 Differing Conditions Process**

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

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

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

### **12.01 Claims Process**

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

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

### **13.01 Tests and Inspections**

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

### 13.02 Defective Work

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

## ARTICLE 14 - PAYMENTS TO CONTRACTOR

### 14.01 Applications for Payments:

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

### ~~14.02 Retainage~~

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

### 14.03 Review of Applications

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

### 14.04 Contractor's Warranty of Title

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

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

#### **14.05 Substantial Completion**

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

#### **14.06 Final Inspection**

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

#### **14.07 Final Payment**

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

#### **14.08 Waiver of Claims**

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



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

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

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

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

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

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

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

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

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

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 15.04 Contractor May Stop Work or Terminate

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

### ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

#### 16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:

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

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

## **ARTICLE 17 - MISCELLANEOUS**

### **17.01 Cumulative Remedies**

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

### **17.02 Limitation of Damages**

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

### **17.03 No Waiver**

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

### **17.04 Survival of Obligations**

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

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

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

### **17.06 Controlling Law**

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

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

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

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

**17.08 Non-discrimination**

- A. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical or mental handicap, gender identity/expression, sexual orientation, veteran's status, or national origin. Nothing in this Paragraph shall require Contractor to exceed the reasonable accommodation requirements established by the Americans With Disabilities Act.

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

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

**OWNER:**

City of Idaho Falls

By: \_\_\_\_\_

Mayor



Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Idaho Falls Power

P.O. Box 50220

Idaho Falls, ID 83405-0220

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

**CONTRACTOR:**

B Jackson Construction

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

7022 SOUTH AIRPORT ROAD

WEST JORDAN, UTAH 84084

License No.: \_\_\_\_\_

004875-UNLIMITED-1-4  
(where applicable)

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

# Memorandum

File #: 21-300

City Council Meeting

**FROM:** Brad Cramer, Director  
**DATE:** Monday, November 1, 2021  
**DEPARTMENT:** Community Development Services

## Subject

Final Plat and Reasoned Statement of Relevant Criteria and Standards, Providence Point Division 1, 1st Amended.

## Council Action Desired

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

1. Accept the Final Plat for Providence Point Division 1, 1st Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Providence Point Division 1, 1st Amended 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 and Reasoned Statement of Relevant Criteria and Standards for Providence Point Division 1, 1st Amended. The Planning and Zoning Commission considered this item at its August 3, 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**

N/A

**Legal Review**

This application has been reviewed by The City Attorney pursuant to applicable law.


**Legend**

 Prov Point

 City Limit

**Overlays**

 PT


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
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
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**Zoning**


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 RMH

 R3

 R3A


 PB

 CC


 LC

 HC

 R&D

 LM

 I&M

 P

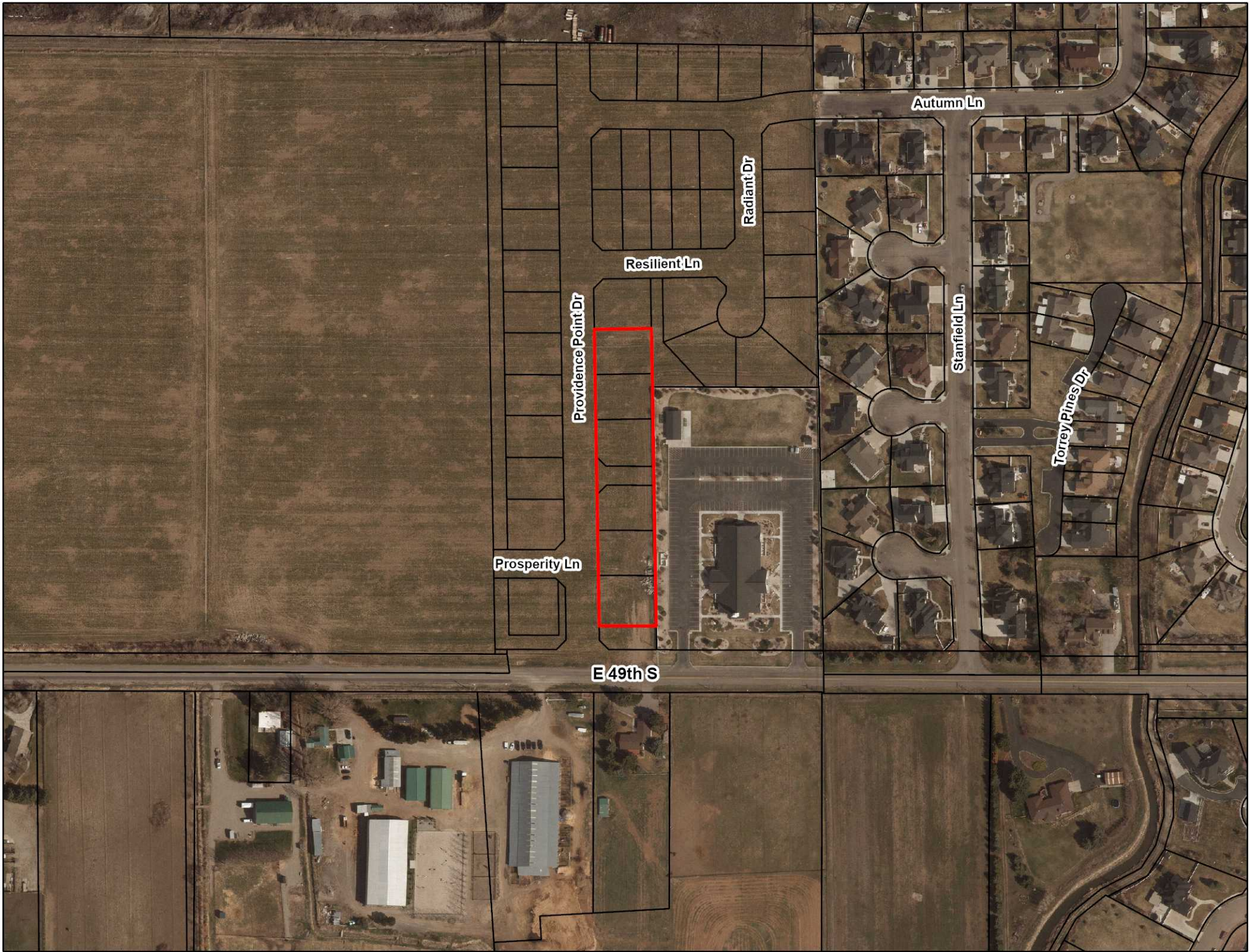
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Planning Division  
City Annex Building  
680 Park Ave.  
Idaho Falls, ID 83402  
(208) 612-8276



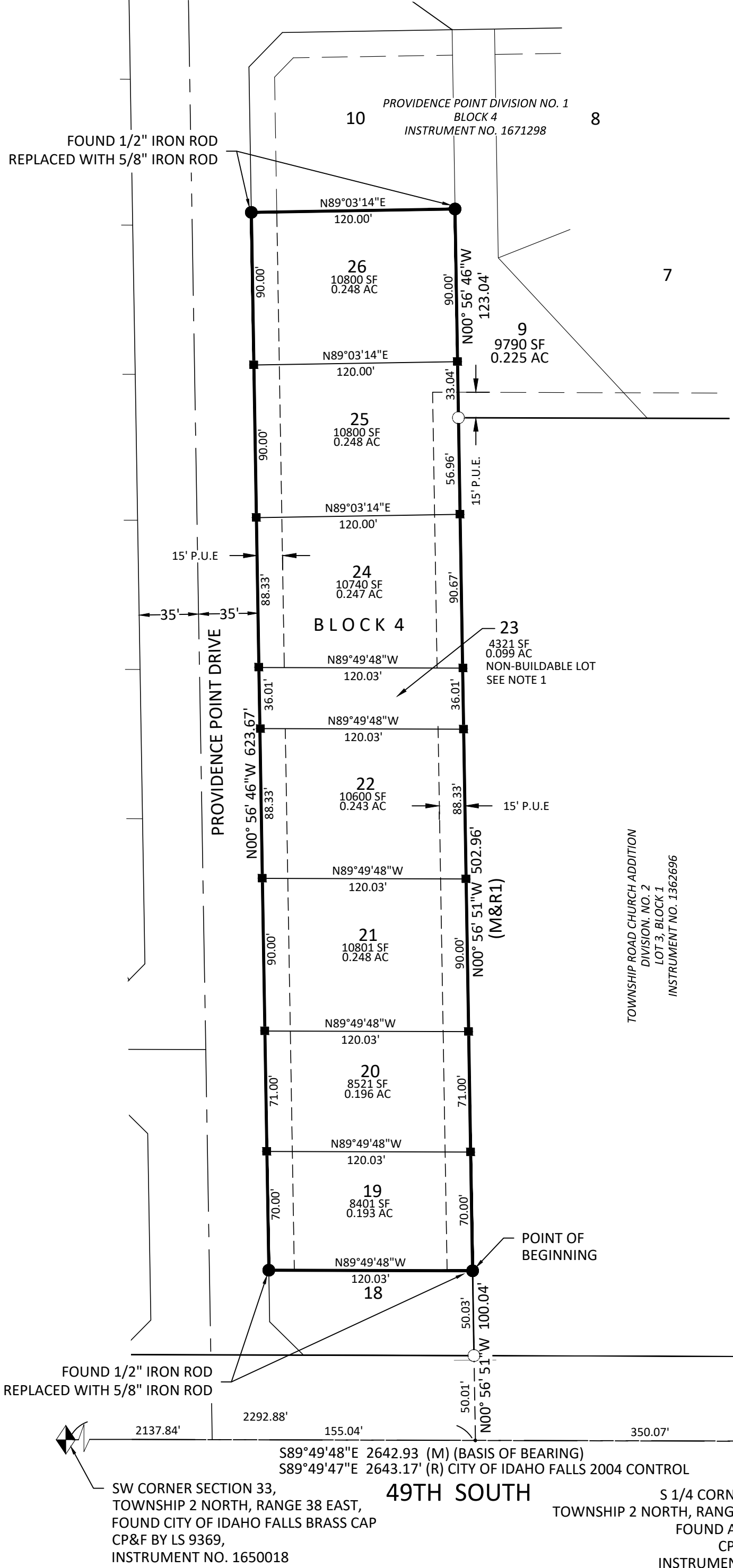






# PROVIDENCE POINT DIVISION NO. 1 - FIRST AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
BEING A REPLAT OF LOTS 11-17, BLOCK 4 OF PROVIDENCE POINT DIVISION NO.1 AS RECORDED IN INSTRUMENT NO. 1671298  
AND PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN



## NOTES

1. LOT 23, BLOCK 4; IS HEREBY RESERVED AS A BLANKET PUBLIC UTILITY EASEMENT.
2. A 15' FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY RESERVED WITHIN EACH LOT ALONG ALL ROAD FRONTAGES AS SHOWN.

## LEGEND

- ROADWAY CENTERLINE
- SECTION LINE
- LOT LINE
- PLAT BOUNDARY
- 15' PUBLIC UTILITY EASEMENT (P.U.E.) UNLESS OTHERWISE DIMENSIONED
- EXISTING UTILITY EASEMENT OUTSIDE THE PLAT BOUNDARY
- FOUND 5/8" x 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
- PLACED 1/2" x 24" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
- PLACED 5/8" x 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
- P.L.S.S. CORNER AS NOTED
- (R1) TOWNSHIP ROAD CHURCH ADDITION, DIVISION NO. 2 AS RECORDED IN INSTRUMENT NO. 1362696

## 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 1.00027265 FOR A GRID TO GROUND CONVERSION, (REFERENCE FRAM 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.

SHEET 1 OF 2

# EAGLE ROCK ENGINEERING

CIVIL • PLANNING • SURVEYING  
IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

<b>OFFICES AT:</b>  1331 Fremont Ave. Idaho Falls, Idaho 83402  310 N 2nd East, Suite 153 Rexburg, Idaho 83440	SURVEYED BY:	ADAM SNARR
	DRAWN BY:	SCOTT ROWLEY
	APPROVED BY:	KURT ROLAND
	PROJECT NO.	21100
	SCALE:	1:60
	DATE:	SEPTEMBER 2021
REVISION:	0	
CAD NAME:	PROV POINT DIV 1 FP.DWG	

# PROVIDENCE POINT DIVISION NO. 1 - FIRST AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
BEING A REPLAT OF LOTS 11-17, BLOCK 4 OF PROVIDENCE POINT DIVISION NO.1 AS RECORDED IN INSTRUMENT NO. 1671298  
AND PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

## OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED MC & DM INVESTMENTS 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 PROVIDENCE POINT DIVISION NO. 1 FIRST AMENDED SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, 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 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 SET ITS SEAL AND SIGNATURE THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 2021.

MC & DM INVESTMENTS LLC, AN IDAHO LIMITED LIABILITY COMPANY

DEAN MORTIMER, PRESIDENT OF COMFORT CONSTRUCTION, A IDAHO LIMITED LIABILITY COMPANY  
MANAGING MEMBER OF MC & DM INVESTMENTS LLC

## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_),  
COUNTY OF \_\_\_\_\_), ss.

ON THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 2012, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DEAN M. MORTIMER, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF COMFORT CONSTRUCTION, INC., MANAGING MEMBER OF MC & DM INVESTMENTS LLC, AND THE PERSON WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING OWNER'S DEDICATION, PREVIOUSLY PLATTED EASEMENTS VACATION CERTIFICATE, 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 THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF IDAHO

RESIDING AT: \_\_\_\_\_

COMMISSION EXPIRATION DATE: \_\_\_\_\_

## BOUNDARY DESCRIPTION

LOTS 11 THROUGH 17, BLOCK 4, PROVIDENCE POINT, DIVISION NUMBER 1, A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO AS RECORDED WITH THE OFFICE OF THE RECORDERS OF BONNEVILLE COUNTY, IDAHO, AS INSTRUMENT NUMBER 1671298.

CONTAINING 1.721 ACRES.

## 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.

MC & DM INVESTMENTS LLC, AN IDAHO LIMITED LIABILITY COMPANY

DEAN MORTIMER, PRESIDENT OF COMFORT CONSTRUCTION, A IDAHO LIMITED LIABILITY COMPANY  
MANAGING MEMBER OF MC & DM INVESTMENTS LLC

## HEALTH DEPARTMENT CERTIFICATE

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:

## 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: 11-18-2020 INSTRUMENT NO. 1663922

## 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  
P.L.S. NO. 12222

## CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 2021.

MAYOR CITY CLERK

CITY ENGINEER CITY SURVEYOR  
KENT J. FUGAL, PE 9247 KENNETH BALDWIN ROBERTS, PLS 9755

## PREVIOUSLY PLATTED EASEMENTS VACATION CERTIFICATE

THE OWNER DOES HEREBY CERTIFY THAT THE REQUIREMENTS OF I.C. §50-1306A(S) HAVE BEEN COMPLIED WITH IN ORDER TO VACATE PORTIONS OF THE FOLLOWING EASEMENT(S) OF RECORD WITHIN THE PLAT BOUNDARY:

- 1.) LOT 14, BLOCK 4 NOTED AS A NON-BUILDABLE LOT AND A PUBLIC UTILITY EASEMENT GRANTED BY PROVIDENCE POINT DIVISION NO. 1 SUBDIVISION, A SUBDIVISION OF THE CITY OF IDAHO FALLS, FILED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY, IDAHO AS INSTRUMENT NUMBER 1671298, DATED: 1-19-2021.

THE VACATED EASEMENT LISTED HAS BEEN REMOVED FROM THIS DRAWING. ALL OTHER EXISTING EASEMENTS SHOWN HEREON ARE STILL ACTIVE AND VALID.

UPON APPROVAL BY THE CITY OF IDAHO FALLS, EXECUTION AND RECORDING OF THIS DOCUMENT, THE PORTIONS OF SAID EASEMENT SHALL BE VACATED WITHOUT FURTHER FUNCTION OF LAW.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SEAL AND SIGNATURE THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 2021.

MC & DM INVESTMENTS LLC, AN IDAHO LIMITED LIABILITY COMPANY

DEAN MORTIMER, PRESIDENT OF COMFORT CONSTRUCTION, A IDAHO LIMITED LIABILITY COMPANY  
MANAGING MEMBER OF MC & DM INVESTMENTS LLC

## SURVEYORS NARRATIVE

EAGLE ROCK ENGINEERING WAS COMMISSIONED BY MC-DM INVESTMENTS LLC TO REDESIGN A PORTION OF BLOCK 4 OF PROVIDENCE POINT DIVISION NUMBER 1 AS PURSUANT TO INSTRUMENT NUMBER 1671298. A RECONFIGURATION OF LOTS 11 THROUGH 17 ARE BEING DONE TO INCLUDE SEVEN NEW BUILDABLE LOTS AND ONE NON-BUILDABLE LOT LOCATED IN BLOCK 4. LOTS 10 AND 18 WILL REMAIN THE SAME AS SHOWN IN DIVISION NUMBER 1, BLOCK 4 LAYOUT AND FOUND MONUMENTS ALONG THE SOUTH LINE OF LOT 10, BLOCK 4 AND THE NORTH LINE OF LOT 18, BLOCK 4 WILL BE THE MAIN CONTROL FOR THE 1ST AMENDED PLAT. THE FOUR CORNERS OF LOT 10 AND LOT 18 ARE 1/2 INCH IRON RODS WITH PLASTIC CAPS STAMPED L.S. 9369 AND WILL BE REPLACED WITH 5/8 INCH IRON RODS WITH PLASTIC CAPS STAMPED L.S. 9369. EAGLE ROCK ENGINEERING CONTROL IS BASED OFF PROVIDENCE POINT, DIVISION NUMBER 1 MEASURED FIELD DATUM AS ADJUSTED FROM 2004 CITY OF IDAHO FALLS COORDINATE SYSTEM.

## RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT PROVIDENCE POINT DIVISION NO. 1 FIRST AMENDED, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.


BONNEVILLE COUNTY RECORDER DATE

## SURVEYOR'S CERTIFICATION

I, KURTIS J. ROLAND, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS PROVIDENCE POINT DIVISION NO. 1 FIRST AMENDED, 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.

LICENSE NO. 9369

SHEET 2 OF 2



**EAGLE ROCK  
ENGINEERING**  
CIVIL ◊ PLANNING ◊ SURVEYING  
IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

<b>OFFICES AT:</b>  1331 Fremont Ave. Idaho Falls, Idaho 83402  310 N 2nd East, Suite 153 Rexburg, Idaho 83440	SURVEYED BY:	ADAM SNARR
	DRAWN BY:	SCOTT ROWLEY
	APPROVED BY:	KURT ROLAND
	PROJECT NO.	21100
	SCALE:	N/A
	DATE:	SEPTEMBER 2021
REVISION:	0	
CAD NAME:	PROV POINT DIV 1 FP.DWG	



**STAFF REPORT**  
**Providence Point Division No. 1 – First Amended**  
**November 10, 2021**



Community  
Development  
Services

**Applicant:** Eagle Rock Engineering

**Location:** Generally North of E 49th S, East of Providence Point Dr, South of Resilient Ln, West of Stanfield Ln

**Size:** Approx. 1.72 acres

**Buildable Lots:** 7

**Unbuildable Lot:** 1

**Existing Zoning:** R1

North: R1

South: R1

East: R1

West: R1

**Existing Land Uses:**

Site: Residential

North: Residential

South: Agricultural

East: Institutional/ Residential

West: Residential

**Future Land Use Map:**

Lower & Higher Density Residential

**Attachments:**

1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos

**Requested Action:** To recommend the approval of the final plat for Providence Point Division No. 1 – First Amended.

**History:** A preliminary plat for this area was approved in April 2020. A final plat was approved for this area in September of 2020

**Staff Comments:** The property is zoned R1. The plat includes 7 buildable lots and one unbuildable lot. The unbuildable lot is intended to provide access from Providence Point Drive to the church to the east. The purpose of this replat is to adjust this access lot slightly. In working with the church, they wanted to see the access line up with the drive aisle in their parking lot. In adjusting that lot in then requires some slight adjustment to the other lots. The lot sizes also get adjusted and one additional lot is added to this block, from the previous plat. All of the lots continue to meet the minimum standards of the R1 Zone.

**Staff Recommendation:** Staff has reviewed the plat and finds that it complies with the subdivision ordinance and the development standards of the R1 Zone. Staff recommends approval of the plat.

**10-1-9 FINAL PLAT APPROVAL PROCESS:**

A(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.

**Subdivision Ordinance:** Boxes with an “X” indicated compliance with the ordinance

<b>REQUIREMENTS</b>	<b>Staff Review</b>
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.	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.	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 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.	X
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	All local

**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)

Residential lots adjacent to arterial streets shall have reverse frontage and deeper lots than typical lots within the subdivision. Such lots shall have larger rear yard, or side yard setbacks, if applicable. (p.41)

Arterial corners shall support higher density housing, quasi-public services, or community/neighborhood commercial services. (p.41)

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. (p.43)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p.67)

**Low Density Residential.** Single family homes on individual lots at a density of 7 units or less per net acre. This area may include detached homes or homes which share a common wall, open space, or other common facilities. (p. 63)

**Higher density residential.** Homes, apartments, and condominiums developed at densities of 8 to 35 units per acre. (p. 63)

## Zoning Ordinance:

### 11-3-3: PURPOSE OF RESIDENTIAL ZONES

(C) 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

### 11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

**Table 11-3-1: Standards for Residential Zones**

	RE	RP	R1	R2	TN	R3	R3A	RMH
<b>Lot Area</b>								
Lot Area Minimum in ft <sup>2</sup>	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft <sup>2</sup>			13,500*					
<b>Site Width</b>								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
<b>Setbacks, Minimum in ft.</b>								
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*
<b>Lot Coverage, Building Height, and Density</b>								
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.

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.

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, Naysa 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.

**Business (s):**

**2. PLAT 21:025: FINAL PLAT. Final Plat for Providence Point Division No. 1, First Amended.**

**Applicant: Kurt Roland, Eagle Rock Engineering, 1331 Fremont Drive, Idaho Falls, Idaho.** Roland stated that the LDS Church wanted the access road shifted and they are adding one lot to the south. Roland stated that the first lot is a lift station lot and then it goes to building lots and the narrow lot that goes into the church lot is not buildable.

Beutler presented the staff report, a part of the record.

Hicks clarified that they will still have access on 49<sup>th</sup> South. Beutler stated that the church will have their eastern access open, and the western access will close and then they will have access onto Providence Point Drive.

**Black moved to recommend to the Mayor and City Council approval of the Providence Point Division No. 1, First Amended, as presented, Morrison seconded the motion and it passed unanimously.**



## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

### **FINAL PLAT OF PROVIDENCE POINT, DIVISION NO. 1, FIRST AMENDED, LOCATED GENERALLY NORTH OF E 49TH S, EAST OF PROVIDENCE POINT DR, SOUTH OF RESILIENT LN, WEST OF STANFIELD LN**

**WHEREAS**, the applicant filed an application for a final plat on June 28, 2021; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on August 3, 2021; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on November 10, 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 1.72 acre parcel located generally North of E 49th S, East of Providence Point Dr, South of Resilient Ln, West of Stanfield Ln.
3. The property is zoned R1.
4. The plat includes 7 residential lots, all of which meet the minimum standards for the R1 Zone.
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.
7. The Planning and Zoning Commission recommended approval of the final plat as presented.

#### **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

# Memorandum

File #: 21-312

City Council Meeting

**FROM:** Randall D. Fife  
**DATE:** Thursday, November 4, 2021  
**DEPARTMENT:** City Attorney

## Subject

Opioid Settlement Intrastate Allocation Agreement

## Council Action Desired

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

Authorize the Mayor to sign and deliver to the Idaho Attorney General's office the Agreement/ sign-on form before December 3, 2021 (or take other action as necessary).

## Description, Background Information & Purpose

The State of Idaho, through its Attorney General, is recommending settlement of Idaho claims brought against parties variously responsible for manufacture, sale, promotion, distribution, and/or utilization of pharmaceutical opioids which resulted in the opioid crisis and its unnecessary costs to governmental entities. In order to secure its proportional share of the negotiated settlement amount, the City needs to deliver to the AG's office an executed sign-on form (the Intrastate Allocation Agreement) before December 3, 2021.

## Alignment with City & Department Planning Objectives



Supports good governance and a safe and secure community.

## Interdepartmental Coordination

Police, Fire, Municipal Services, and City Attorney Departments were consulted.

## Fiscal Impact

Should result in up to approximately \$699,144 reimbursement for related general fund expenditures.

**Legal Review**

City Attorney Department reviewed relevant documents.

**IDAHO OPIOID SETTLEMENT INTRASTATE ALLOCATION AGREEMENT  
BETWEEN THE STATE OF IDAHO, HEALTH DISTRICTS, AND ELIGIBLE LOCAL  
GOVERNMENTS**

**SIGN-ON**

By signing below I represent that I am fully authorized to enter into the Idaho Opioid Settlement Allocation Agreement on behalf on the named governmental entity, and that all necessary approvals and conditions precedent to my execution have been satisfied.

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

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

Title: \_\_\_\_\_

Governmental Entity: \_\_\_\_\_

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

**VOLUNTARY REALLOCATION**

**[DO NOT FILL OUT UNLESS YOUR GOVERNMENT HAS SIGNED ON ABOVE AND  
WISHES TO VOLUNTARILY REALLOCATE ITS SHARE OF FUNDS TO ITS REGIONAL  
PUBLIC HEALTH DISTRICT]**

By signing below I represent that the named governmental entity does not wish to receive the funds allocated to it under the Idaho Opioid Settlement Allocation Agreement and has authorized that its share of funds instead be allocated to the following regional public health district established under Title 39, Chapter 4, Idaho Code.

Name of Public Health District: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Governmental Entity: \_\_\_\_\_

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

# Memorandum

File #: 21-313

City Council Meeting

**FROM:** Randy Fife  
**DATE:** Friday, November 5, 2021  
**DEPARTMENT:** City Attorney

## Subject

Ordinance Revising and Standardizing Title 2 of City Code

## Council Action Desired

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

Approve the Ordinance revising Title 2 of the City Code 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, or reject the Ordinance).

## Description, Background Information & Purpose

City Code Title 2 establishes and regulates various City boards, commissions, and advisory committees. The proposed Ordinance is intended to standardize the structure and functions of the various boards, commissions, and committees while maintaining particularized language where it serves a practical or legal purpose. The proposed Ordinance also retires several groups no longer essential to City functions.

## Alignment with City & Department Planning Objectives



Supports and promotes good local governance.

## Interdepartmental Coordination

The Ordinance has been reviewed by the Mayor, Library Board, and by Departments having administrative responsibility for the group(s) addressed in Title 2.

## Fiscal Impact

None

## Legal Review

City Attorney Department drafted the Ordinance.



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

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 2 TO GENERALLY STANDARDIZE CITY COMMISSIONS, COMMITTEES, AND BOARDS IN CHAPTERS 1 THROUGH 12; THE DISCONTINUING OF THE YOUTH ADVISORY COUNCIL, TRAFFIC SAFETY COMMITTEE, CITY SAFETY COMMITTEE, BEAUTIFICATION COMMISSION, AND ELIMINATING UNNECESSARY CHAPTERS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City benefits greatly from input from City residents, City staff, and others who serve on City boards, commissions, and committees; and

WHEREAS, the Council desires to continue utilizing the interests and efforts of such residents, staff members, and volunteers in order to gather information, insight, input, and to hear suggestions which enhances, promotes, encourages, and sustains City decisions, programs, and facilities; and

WHEREAS, the format and content in City Code Title 2 committees, commissions, and boards has been amended at various times; and

WHEREAS, a City Code Title 2 revision makes the purposes and organization of its committees, commissions, and boards more clear; and

WHEREAS, the Council, after review, has determined that some committees, councils, and commissions (Youth Advisory Council, Traffic Safety Committee, City Safety Committee, and Beautification Commission) no longer have sufficient utility for their continuance, that their functions can be continued by other means, and, in order to promote good governance, they should be discontinued; and

WHEREAS, the Council believes that this Ordinance improves City functions; clarifies the expectations committees, commissions, and boards; and more moves towards standardization of Title 2 and should be adopted.

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

**SECTION 1:** Title 2, Chapter 1 of the City Code of the City of Idaho Falls, Idaho, is hereby rescinded in its entirety and immediately amended as follows:

2-1-1: ESTABLISHMENT: The Idaho Falls Library Board of Trustees (“Board”) is hereby established. The Mayor, with the consent of the Council, shall appoint a Board of five (5) Library trustees for the Library.

~~2-1-1: APPOINTMENT: The Mayor, with the consent of the City Council shall appoint a Library Board of five (5) library trustees for the Public Library. Members of the Board shall serve without salary but may receive their actual and necessary budgeted expenses while engaged in authorized business of the Library.~~

2-1-2: PURPOSE: In a non-partisan manner, the Library promotes the establishment and development of free library service for all City residents and assures an informed electorate by enabling the provision of free local library service, in the present and in the future, to children in their formative years and to adults for their continuing education, subject to such reasonable rules and regulations as the Board may find necessary to adopt.

~~2-1-2: QUALIFICATIONS: The Library Trustee shall be a citizen of the City. A member of the City Council shall not be one (1) of the five (5) appointed trustees of the Library Board, but each year the Council shall appoint one (1) of its members to be a liaison to the Board, without voting rights.~~

2-1-3: DUTIES: The Board of the Library shall have the following duties:

A. To establish bylaws for its own governance;

B. To establish policies and rules of use for the governance of the Library or libraries under its control; to exclude from the use of the Library any and all persons who violate such rules;

C. To establish, locate, maintain and have custody of Libraries to serve the City, and to provide suitable rooms, structures, facilities, furniture, apparatus and appliances necessary for Library service;

D. With the approval of the Council:

1. to acquire real property by purchase, gift, devise, lease or otherwise;

2. to own and hold real and personal property and to construct buildings for the use and purposes of the Library;

3. to sell, exchange or otherwise dispose of real or personal property when no longer required by the Library; and

4. to insure the real and personal property of the Library;

E. To prepare and adopt a budget for review and approval by the Council;

F. To control the expenditures of money budgeted for the Library;

G. To accept or decline gifts of money or personal property, in accordance with Library policy, and under such terms as may be a condition of the gift;

H. To hire, supervise and evaluate the Library Director;

I. To establish policies for the purchase and distribution of Library materials;

J. To attend all meetings of the Board;

K. To maintain legal records of all Board business; and

L. To exercise such other powers, not inconsistent with law, necessary for the orderly and efficient management of the Library.

~~2-1-3: TERM: Library Trustees shall hold office for five (5) years. The term of the members shall run from May 1 through April 30. The term of not more than one (1) member shall expire in any one (1) calendar year. The Board shall report all vacancies to the Mayor within five (5) working days. All appointments to fill vacancies shall be made in the same manner as appointments are originally made. Appointments to complete unexpired terms shall be for the remainder of the term only. Any trustee may be removed by the City Council by the unanimous vote of all its members.~~

2-1-4: ORGANIZATION: Every Board trustee shall be a resident of the City. A member of the Council, the Mayor, or an appointed officer of the City shall not be one (1) of the five (5) appointed trustees of the Board, but each year, the Council shall appoint one (1) of its members to be a liaison to the Board, without voting rights. Appointment to the Board shall be made solely upon consideration of the ability of such appointees to serve the interests of the people, without regard to sex, age, race, nationality, religion, disability, political affiliation, sexual orientation, or gender identity/expression.

~~2-1-4: QUORUM: Three (3) Trustees of the Library Board shall constitute a quorum for the purpose of conducting business. All actions by the Board of Trustees shall require an affirmative vote of at least three (3) Trustees.~~

2-1-5: TERM OF OFFICE: A Board trustee shall hold office for five (5) years. The term of a trustee shall run from January 1 through December 31. The term of not more than one (1) Board member shall expire in any one (1) calendar year. Appointments to complete unexpired terms shall be for the remainder of the term only.

~~2-1-5: POWERS AND DUTIES OF TRUSTEES: The Board of Trustees of the City Library shall have the following powers and duties:~~

~~\_\_\_\_\_ (A) To establish bylaws for its own governance;~~

~~\_\_\_\_\_ (B) To establish policies and rules of use for the governance of the library or libraries under its control; to exclude from the use of the library any and all persons who violate such rules;~~

~~\_\_\_\_\_ (C) To establish, locate, maintain and have custody of libraries to serve the City, and to provide suitable rooms, structures, facilities, furniture, apparatus and appliances necessary for library service;~~

- ~~\_\_\_\_\_ (D) With the approval of the City:~~
- ~~\_\_\_\_\_ (1) to acquire real property by purchase, gift, devise, lease or otherwise;~~
- ~~\_\_\_\_\_ (2) to own and hold real and personal property and to construct buildings for the use and purposes of the library;~~
- ~~\_\_\_\_\_ (3) to sell, exchange or otherwise dispose of real or personal property when no longer required by the library; and~~
- ~~\_\_\_\_\_ (4) to insure the real and personal property of the library;~~
- ~~\_\_\_\_\_ (E) To prepare and adopt a budget for review and approval by the City Council;~~
- ~~\_\_\_\_\_ (F) To control the expenditures of money budgeted for the library;~~
- ~~\_\_\_\_\_ (G) To accept or decline gifts of money or personal property, in accordance with library policy, and under such terms as may be a condition of the gift;~~
- ~~\_\_\_\_\_ (H) To hire, supervise and evaluate the library director;~~
- ~~\_\_\_\_\_ (I) To establish policies for the purchase and distribution of library materials;~~
- ~~\_\_\_\_\_ (J) To attend all meetings of the Board of Trustees;~~
- ~~\_\_\_\_\_ (K) To maintain legal records of all Board business;~~
- ~~\_\_\_\_\_ (L) To exercise such other powers, not inconsistent with law, necessary for the orderly and efficient management of the library.~~

2-1-6: REMOVAL: Any trustee may be removed by the Council by the unanimous vote of all its members.

~~2-1-6: EXCLUSIVE CONTROL OF LIBRARY FUNDS AND PROPERTY: The Board shall prepare and adopt an annual budget, stating anticipated revenues and expenditures, indicating what support and maintenance of the library will be required for review and approval by the City Council for the ensuing year.~~

~~All funds for the library shall be in the custody of the City Treasurer and shall be used only for library purposes. The Board shall have control of library expenditures. Money shall be paid for library purposes, only upon properly authenticated vouchers of the Board of Trustees. The Board shall not make expenditures or incur indebtedness in any year in excess of the amount appropriated for library purposes. The Board may hold a separate checking account to be used to pay petty cash expenses of the library. This account shall be audited along with other library funds.~~

2-1-7: VACANCY: The Board shall report all vacancies to the Mayor within five (5) working days. All appointments to fill vacancies shall be made in the same manner as appointments are originally made.

~~2-1-7: REPORTS OF TRUSTEES: The Board of Trustees shall annually, not later than the first day of January, file with the State Library Board a report of the operation of the library for the fiscal year just ended. The report shall be of such form and contain such information as the State Library Board may require, but in all cases, must include a complete accounting of all financial transactions for the fiscal year being reported. The Board shall also report to the City Council and Mayor as requested or required.~~

2-1-8: ATTENDANCE: Three (3) trustees of the Board shall constitute a quorum for the purpose of conducting business. All actions by the Board shall require an affirmative vote of at least three (3) trustees.

~~2-1-8: LIBRARY TO BE FREE: The Library shall be free for the use of the inhabitants of the City, provided, however, nothing herein shall prohibit the charging of any fee for use by persons who do not reside within the City. Nothing herein shall prevent the execution of any contract with any school district, library district, county or other governmental unit whose service area or territory is located wholly or partially outside the City, for the purpose of providing library services to non residents residing within such governmental units. Nothing herein shall prohibit the charging of any reasonable fee for: (i) interlibrary loan services or line service charges, or (ii) use of computer equipment, peripheral devices, software, audio visual or video equipment, microfilm or microfiche devices; fax machines, photocopiers, printers, or other electronic equipment or devices not customarily used or associated with the use of printed media, or (iii) for the temporary use of any room or facility in the Library for group meetings or any other purpose other than for reading or general use of library services, equipment or facilities.~~

2-1-9: OPEN MEETINGS: All meetings of the Board shall be open to the public and shall follow the requirements of the Idaho Open Meeting law.

~~2-1-9 LIBRARY EMPLOYEES: Library employees shall be considered employees of the City and shall be subject to the Personnel Policy and other rules, regulations and ordinances adopted by the City Council.~~

2-1-10: 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.

2-1-11: NO COMPENSATION: Board members shall receive no compensation for their service on the Board, but may receive their actual and necessary budgeted expenses while engaged in authorized business of the Library.

2-1-12: EXCLUSIVE CONTROL OF LIBRARY FUNDS AND PROPERTY: The Board shall prepare and adopt an annual budget, stating anticipated revenues and expenditures, indicating what support and maintenance of the Library will be required for review and approval by the Council for the ensuing year.



All funds for the Library shall be in the custody of the City Treasurer and shall be used only for Library purposes. The Board shall have control of Library expenditures. Money shall be paid for Library purposes, only upon properly authenticated vouchers of the Board. The Board shall not make expenditures or incur indebtedness in any year in excess of the amount appropriated for Library purposes. The Board may hold a separate checking account to be used to pay petty cash expenses of the Library. This account shall be audited along with other Library funds.

2-1-13: REPORTS OF TRUSTEES: The Board shall annually, not later than the first day of January, file with the State Library Board, a report of the operation of the Library for the fiscal year just ended. The report shall be of such form and contain such information as the State Library Board may require, but in all cases, must include a complete accounting of all financial transactions for the fiscal year being reported. The Board shall also report to the Council and Mayor as requested or required.

2-1-14: LIBRARY TO BE FREE: The Library shall be free for the use of the inhabitants of the City; provided, however, nothing herein shall prohibit the charging of any fee for use by persons who do not reside within the City. Nothing herein shall prevent the execution of any contract with any school district, library district, county or other governmental unit whose service area or territory is located wholly or partially outside the City, for the purpose of providing Library services to non-residents residing within such governmental units. Nothing herein shall prohibit the charging of any reasonable fee for: (i) interlibrary loan services or line service charges, or (ii) use of computer equipment, peripheral devices, software, audio-visual or video equipment, microfilm or microfiche devices; fax machines, photocopiers, printers, or other electronic equipment or devices not customarily used or associated with the use of printed media, or (iii) for the temporary use of any room or facility in the Library for group meetings or any other purpose other than for reading or general use of Library services, equipment or facilities.

2-1-15: LIBRARY EMPLOYEES: With the recommendation of the Library Director, the Board shall budget to hire employees, as may be necessary for the operation of the Library in accordance with City policies and procedures. The Library Director shall hire or oversee the hiring of all Library employees (other than the Library Director) based on policies, procedures, and job descriptions of the City. Library employees shall be considered employees of the City and shall be subject to the Personnel Policy, classifications, and other rules, regulations and ordinances adopted by the Council.

**SECTION 2:** Title 2, Chapter 2 of the City Code of the City of Idaho Falls, Idaho, is hereby rescinded in its entirety and immediately amended as follows:

2-2-1: ESTABLISHMENT: The Idaho Falls Planning and Zoning Commission ("Commission") is hereby established. The Mayor, with the consent of the Council, shall appoint not less than six (6) nor more than nine (9) members to serve on the Commission. All members of the Commission shall reside within Bonneville County, provided no more than three (3) members may reside outside the boundaries of the City. All members shall have resided within Bonneville County for a period of two (2) consecutive years immediately preceding their appointment. No elected or appointed officer of the City shall serve as an official member of the Commission. Members shall be selected without respect to political affiliation.

2-2-2: PURPOSE: The Commission shall examine all proposals, applications, and petitions and shall make recommendations to the Council concerning the zoning of properties within the City and properties to be annexed thereto. The Commission shall recommend to the Council changes regarding the City's comprehensive plan. The Commission may suggest changes to the Zoning Code and shall study and make recommendations for the laying out, widening, extending, and locating of streets, roads, and highways in the City. The Commission shall study and make recommendations regarding future City development, and ~~the growth and beautification of the City's streets, grounds, and lands.~~

2-2-3: DUTIES: The Commission shall have all powers and duties assigned to it by the Zoning Code. It shall act in an advisory capacity to the Board of Adjustment, when requested by that Board. All maps, plats, and re-plats of land which require the approval of the Council shall be submitted first to the Commission for its recommendation, as provided in this Code. The Commission also shall perform other duties required under Idaho state law or as directed by the Council.

2-2-4: ORGANIZATION AND MEETINGS: During the first meeting of each calendar year, the Commission shall elect, by majority, a person to act as Chair and Vice-Chair from its membership. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside. One (1) regular meeting shall be held each month in no fewer than nine (9) months of each year.

2-2-5: TERM OF OFFICE: Members of the Commission shall serve terms of six (6) years. The term of each member shall expire on December 31 of the sixth year following their appointment, provided the terms of no more than two (2) members shall expire in any one (1) year. Commission members may be reappointed.

2-2-6: REMOVAL: A Commission member may be removed from the Commission by the Mayor and at the Commission 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.

2-2-7: 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 Commission in the event of a vacancy.

2-2-8: 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.

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

2-2-10: MINUTES: The Commission shall keep minutes of its proceedings, including the vote

of each member on every presented issue. The meeting minutes and other records of the Commission shall be open to the public.

2-2-11: **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.

2-2-12: **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.

**SECTION 3:** Title 2, Chapter 3 of the City Code of the City of Idaho Falls, Idaho, is hereby rescinded in its entirety and immediately amended as follows:

2-3-1: **ESTABLISHMENT:** The Idaho Falls Board of Adjustment (“Board”) is hereby established. The Mayor, with the consent of the Council, shall appoint seven (7) members to serve on the Board. Members of the Board shall be residents and electors of the City. The Mayor, members of the Council, and any appointed officer of the City shall not serve as a member of the Board. No fewer than one (1) member of the Board also shall be a member of the Planning and Zoning Commission.

2-3-2: **PURPOSE:** The purpose of the Board is to act as an independent fact-finding and decision-making body in order to uphold the principles of the Zoning Code and other City Codes; to act as an appellate body, when directed; and to provide insight and adjustment when the Code is applied to a specific parcel of land, where necessary, and within the law.

2-3-3: **DUTIES:** The Board shall have such duties and authority as set forth in the Zoning Code and this Code, and shall perform all other duties as required by State law or as directed by the Council.

2-3-4: **ORGANIZATION:** During the first meeting of each calendar year, the Board shall elect, by majority, a person to act as Chair and Vice-Chair from its membership. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

2-3-5: **TERM OF OFFICE:** Members of the Board shall be appointed for a term of five (5) years. Terms shall expire on December 31 of the fifth year following their appointment. Not more than two (2) members' terms shall expire in any one (1) year. Committee members may be reappointed.

2-3-6: **REMOVAL:** A Board member may be removed from the Board 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.

2-3-7: **VACANCY:** The Mayor, with consent of the Council, shall appoint a qualified person to fill the unexpired term of any member of the Board in the event of a vacancy.

2-3-8: 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.

2-3-9: OPEN MEETINGS: All meetings of the Board shall be open to the public and shall follow the requirements of the Idaho Open Meeting law.

2-3-10: MINUTES: The Board shall keep minutes of its proceedings, including the vote of each member on every presented issue. The meeting minutes and other records of the Board shall be open to the public.

2-3-11: 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.

2-3-12: 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.

**SECTION 4:** Title 2, Chapter 4 (War Bonnet Roundup Advisory Committee) of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

2-4-4: ORGANIZATION: During the first meeting of each calendar year, the Committee shall elect, by majority, a person to act as Chair and Vice-Chair from its membership. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

~~2-4-4: 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.~~

2-4-5: ~~TERM OF OFFICE~~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.

...

2-4-10: MINUTES: The Committee shall keep minutes of its proceedings, including the vote of each member on every presented issue. The meeting minutes and other records of the Committee shall be open to the public. The Committee shall provide an annual report, as approved by the Director of Parks and Recreation, to the Council in within sixty (60) days of the conclusion of the annual WBRU, which report shall include activities and accomplishments, a financial report, and any recommendations for subsequent WBRUs. The Mayor or the Council may also require special reports, as deemed necessary.

...

**SECTION 5:** Title 2, Chapter 5 (Parks and Recreation Commission) of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

2-5-4: ORGANIZATION: During the first meeting of each calendar year, the Commission shall elect, by majority, a person to act as Chair and Vice-Chair from its membership. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

~~2-5-4: 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.~~

...

**SECTION 6:** Title 2, Chapter 6 (Golf Advisory Board) of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

2-6-4: ORGANIZATION: During the first meeting of each calendar year, the Board shall elect, by majority, a person to act as Chair and Vice-Chair from its membership. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

~~2-6-4: 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.~~

...

**SECTION 7:** Title 2, Chapter 7 of the City Code of the City of Idaho Falls, Idaho, is hereby rescinded in its entirety and immediately amended as follows:

2-7-1: ESTABLISHMENT: The Americans with Disabilities Act Advisory Board (“Board”) is hereby established. The Mayor, with consent of the Council, shall appoint five (5) members of the Board who shall be a City resident with a disability or with a demonstrated interest, competence, or knowledge of the needs and the concerns of the disability community. Board members shall serve without compensation. The Mayor may appoint, with the consent of the Council, additional persons with expertise and experience to be non-voting ex-officio members of the Board.

2-7-2: PURPOSE: The purpose of the ADA Advisory Board (“Board”) is to assist the City’s ADA Coordinator, the Mayor, and Council in identifying, evaluating, designating, prioritizing, and modifying accessibility within the City and to suggest improvements to City facilities, properties, and programs.

2-7-3: DUTIES: The Board shall have the following powers, duties, and responsibilities:

A. Advise the City ADA coordinator regarding the identification, evaluation,



designation, priority, and modification of accessibility to City facilities, properties, and programs; and

B. Assist the City ADA coordinator in conducting and maintaining an accessibility survey of all City facilities, properties, and programs; and

C. Assist the City ADA coordinator in determining priorities for recommended modifications to City facilities, properties, and programs; and

D. In coordination with the City's ADA coordinator, promote and conduct educational programs for City staff regarding ADA accessibility

2-7-4: **ORGANIZATION:** During the first meeting of each calendar year, the Board shall elect, by majority, a person to act as Chair and Vice-Chair from its membership. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

2-7-5: **TERM OF OFFICE:** A Board member shall be appointed to serve a term of three (3) years. Terms of no more than two (2) memberships shall expire in any calendar year. Members may be reappointed.

2-7-6: **REMOVAL:** A Commission member may be removed from the Commission by the Mayor and at the Chair's request, following two (2) meeting absences unexcused by the Chair in any calendar year or at any time by the majority vote of the Council.

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

2-7-8: **ATTENDANCE:** A voting Board member may be removed by the Board following two (2) consecutive absences which are not excused by the Chair, or where the Board members absent for more than two (2) consecutive Board meetings in any calendar year. Following either of these occurrences, the Chair may request that the Mayor remove such Board member.

2-7-9: **OPEN MEETINGS:** The Board shall meet at least one (1) time annually and as often as deemed necessary by the City ADA Coordinator. All meetings of the Board shall be open to the public and shall follow the requirements of the Idaho Open Meetings Law.

2-7-10: **MINUTES:** The ADA Coordinator shall keep minutes of its proceedings, including the vote of each member on every presented issue. The meeting minutes and other records of the Commission shall be open to the public.

2-7-11: **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.

2-7-12: **INDEBTEDNESS:** Nothing herein shall convey or otherwise delegate authority to the Commission to incur any obligation or indebtedness of the City, without the express authorization

of the Council.

**SECTION 8:** Title 2, Chapter 8 of the City Code of the City of Idaho Falls, Idaho, is hereby rescinded in its entirety and immediately amended as follows:

2-8-1: **ESTABLISHMENT:** The Sister Cities Advisory Committee (“Committee”) is hereby established. The Mayor, with the consent of the Council, shall appoint the Committee, which shall consist of seven (7) voting members and three (3) ex-officio non- voting members, as set forth in this Chapter. Committee members shall demonstrate interest in the Sister City’s purposes, duties, and goals, and shall serve without compensation. Voting members of the Committee shall consist of the current Mayor or the Mayor’s appointee to the Committee; one (1) member of the Sister Cities Adult Association recommended by its President; one (1) adult leader of the Sister Cities Youth Association; one (1) member recommended by Idaho School District 91 or by School District 93; one (1) member of a business located in the City; one (1) member of a local service club or cultural or arts organization; and one (1) member of the Idaho National Laboratory or one of its contractors or affiliates.

All voting members shall be City residents and shall not be members of a Sister Cities Association, except for voting members from the Sister Cities Youth Association and Sister Cities Adult Association, who may be non-City residents and members of a Sister Cities Association. Non-voting ex-officio members of the Committee shall consist of one (1) senior high school student who is an active member of the Sister Cities Youth Association, as recommended by the Association; one (1) employee of an institution of higher education located within the City; and one (1) member of a service organization located within the City.

2-8-2: **PURPOSE:** Committee is established to improve, promote, and sustain cultural understanding and to facilitate personal and business ties, friendships, and fellowships between Tokai-mura, Japan, and the City by providing input and advice to City elected officials and staff.

2-8-3: **DUTIES AND GOALS:**

A. **DUTIES.** Committee duties include expansion of the Idaho Falls community’s awareness of and participation in the cultural understandings made possible by the Sister Cities program; development of economic relationships and specific joint projects; cultivation of long-term personal relationships and friendships among people in both communities; development and presentation of a two-year budget for the Sister Cities program, which should be presented to and considered by the Council for annual appropriation of the Sister Cities program; and demonstration of the value to the taxpayers of Idaho Falls including economic benefits, as well as educational opportunities. When requested by the Mayor or the Council, the Committee shall report on the purposes, duties, and goals of the Committee.

B. **GOALS.** Goals to verify the continuing value of the Sister Cities program to City taxpayers may be achieved by implementing the following elements of the Sister Cities program: enhancing outreach to the community through such institutions as the Idaho Falls Library, local schools, the arts, and cultural organizations; expanding exchange opportunities through such programs as City-to-City and City Departmental-level

exchanges; classroom-to-classroom or school-to-school exchanges; arts and cultural exchanges; expanding and promoting historical and cultural understandings of Japan for community travelers to Japan and for the City; in conjunction with the Idaho Falls Library and with the Museum of Idaho providing support for the Sister Cities Library exhibit; pursuing, where feasible, economic development opportunities and connections with Tokai-mura; and providing oversight of City monies budgeted for the Sister Cities program.

2-8-4: ORGANIZATION: During the first meeting of each calendar year, the Committee shall elect, by majority, a person to act as Chair and Vice-Chair from its membership. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

2-8-5: TERM OF OFFICE: All voting members shall serve terms of three (3) years, except that the terms of the initial Committee members may be less than three (3) years as necessary to provide for staggered terms of office. The terms of no more than three (3) voting members shall expire at any calendar year. Terms of voting members shall expire December 31 of the third year of their appointment. All non-voting ex-officio members of the Committee shall serve the greater of two (2) years or as long as they continue to serve in the offices or capacities designated in this Chapter. The Mayor's or Mayor's appointee's term shall coincide with the Mayor's term of office.

2-8-6: 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.

2-8-7: VACANCY: The Mayor, with the consent of the Council, shall appoint a qualified person to fill the unexpired term of any Committee member in the event of a vacancy or in the event any member ceases to be qualified.

2-8-8: 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 when determining the number required for a quorum or whether a quorum is present.

2-8-9: OPEN MEETINGS: All meetings of the Committee shall be open to the public and shall follow the requirements of the Idaho Open Meeting Law.

2-8-10: 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.

2-8-11: 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.

2-8-12: **FUNDING AND DONATIONS:** The Committee is authorized to seek outside funding and in-kind donations for Sister Cities projects, as may be approved by the Council and in accordance with City budget procedures. Expenditure of budgeted amount shall follow City budgeting and financial policies.

**SECTION 9:** Title 2, Chapter 9 of the City Code of the City of Idaho Falls, Idaho, is hereby rescinded in its entirety and immediately amended as follows:

2-9-1: **ESTABLISHMENT:** The Idaho Falls Civic Center for the Performing Arts Advisory Committee (“Committee”) is hereby established. The Mayor, with the consent of the Council, shall appoint no less than three (3) nor more than five (5) City residents to serve on the Committee as voting members. The Committee shall also include, as non-voting ex officio members, at least one (1) member of the Council, one (1) member of the Municipal Services Department, and the current manager of the Idaho Falls Civic Center for the Performing Arts.

2-9-2: **PURPOSE:** The Committee shall study the function and operation of the Idaho Falls Civic Center for the Performing Arts and advise and assist the Director of the Municipal Services Department in the development of a long-term financial and facility plan to improve and sustain the viability of the Idaho Falls Civic Center for the Performing Arts.

2-9-3: **DUTIES:** The Committee shall seek funding, donations, and present recommendations, consistent with available City funds, to the Director of the Municipal Services Department, as necessary in connection with the ongoing maintenance and successful operation of the Idaho Falls Civic Center for the Performing Arts. The Committee shall also report its recommendations and activities from time to time to the Mayor and Council, at Council’s request.

2-9-4: **ORGANIZATION:** During the first meeting of each calendar year, the Committee shall elect, by majority, a person to act as Chair and Vice-Chair from its membership. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

2-9-5: **TERM OF OFFICE:** Three (3) voting members of the Committee shall serve a term of two (2) years and two (2) voting members of the Committee shall serve one (1) year terms. Non-voting ex-officio members shall serve on the Committee as long as they serve in their ex-officio capacities, or until removed or replaced pursuant to the provisions of this Chapter. The terms of members shall expire on December 31 of the second year after their appointment. Committee members may be reappointed.

2-9-6: **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.

2-9-7: **VACANCY:** The Mayor, with the consent of the Council, shall appoint a qualified person to fill the unexpired term of a Committee member in the event of a vacancy.

2-9-8: **ATTENDANCE:** A majority of voting Committee members present at a meeting 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.

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

2-9-10: **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.

2-9-11: **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.

2-9-12: **INDEBTEDNESS:** Nothing herein conveys or otherwise delegates authority to the Committee to incur any liability, obligation, or indebtedness on behalf of the City without the express, written authorization of the Council.

**SECTION 10:** Title 2, Chapter 10 of the City Code of the City of Idaho Falls, Idaho, is hereby rescinded in its entirety and immediately amended as follows:

2-10-1: **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.

2-10-2: **PURPOSE:** The Committee shall advise the Director of the Parks and Recreation Department on how to preserve, protect, and manage the community forest.

2-10-3: **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.

2-10-4: ORGANIZATION: During the first meeting of each calendar year, the Committee shall elect, by majority, a person to act as Chair and Vice-Chair from its membership. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

2-10-5: 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.

2-10-6: 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.

2-10-7: 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.

2-10-8: ATTENDANCE: A majority of Committee members present at a meeting shall constitute a quorum for purposes of conducting the business of the Committee.

2-10-9: OPEN MEETINGS: All meetings of the Committee shall be open to the public and shall follow the requirements of the Idaho Open Meeting law.

2-10-10: 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.

2-10-11: 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.

2-10-12: INDEBTEDNESS: Nothing herein conveys or otherwise delegates authority to the Committee to incur any liability, obligation, or indebtedness on behalf of the City without the express, written authorization of the Council.

**SECTION 11:** Title 2, Chapter 11 of the City Code of the City of Idaho Falls, Idaho, is hereby rescinded in its entirety and immediately amended as follows:

2-11-1 ESTABLISHMENT: The Historic Preservation Commission (“Commission”) is hereby established. The Mayor, with the consent of the Council, shall appoint seven (7) City residents to the Commission. All members of the Commission shall have a demonstrated interest, competence, or knowledge in history or historic preservation. Four (4) members of the Commission shall have professional training, experience, or interest in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation related disciplines.

2-11-2: DEFINITIONS: The following words and phrases, when used in this Chapter, shall have, unless the context clearly indicates otherwise, the following meanings:

COMMISSION: The Historic Preservation Commission of the City of Idaho Falls, as established under this Chapter.

HISTORIC PRESERVATION: The research, documentation, protection, restoration and rehabilitation of historic property.

HISTORIC PROPERTY: Any building, structure, object, district, area or site that is significant in the history, architecture, archaeology or culture of this community, the state, or the nation.

2-11-3 PURPOSE: The Commission shall assist the Director of the Community Development Services Department with promotion of educational, cultural, economic, and general welfare of the City residents through the identification, evaluation, designation, and protection of those buildings, sites, areas, structures, and objects which reflect the City’s, State’s and nation’s historic, architectural, archaeological, and cultural heritage.

2-11-4 DUTIES: The Commission shall have the following powers, duties, and responsibilities:

- A. Advise and consult with the Mayor and the Council the Director of the Community Development Services Department regarding the identification, evaluation, designation, and protection of historic buildings, site areas, and objects.
- B. Assist the Director of Community Service Department with conducting a survey of local historical properties;
- C. Recommend to the Director of the Community Development Services Department the acquisition of fee and lesser interests in historic properties, including adjacent or associated lands, by purchase, bequests, or donation;
- D. Recommend to the Director of the Community Development Services Department methods and procedures necessary to preserve, restore, maintain, and operate historic properties under the ownership or control of the City;
- E. Recommend to the Director of the Community Development Services Department the lease, sale, other transfer or disposition of historic properties subject to rights of public access and other covenants and in a manner that will preserve the property;

F. At the direction of the Director of Community Development Services Department, cooperate with federal, State, and local governments in promoting historic preservation;

G. At the direction of the Director of Community Development Services Department, make recommendations in the planning processes undertaken by Bonneville County, the City, the State, or the federal government and agencies thereof;

H. Recommend to the Director of the Community Development Services Department the adoption of ordinances that promote or regulate historic preservation within the City, in accordance with the powers set forth in Idaho Code Section 67-4612, as amended;

I. At the direction of the Director of Community Development Services Department, promote and conduct educational and interpretive programs regarding historic preservation and historic properties in the City;

J. Review nominations of properties to the National Register of Historic Places for properties within the City's jurisdiction.

2-11-4: ORGANIZATION: During the first meeting of each calendar year, the Commission shall elect, by majority, a person to act as Chair and Vice-Chair from its membership. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside. The Commission may, with the approval of the Council, employ or contract with other persons or entities for the services of technical or professional experts or other consulting services it deems necessary to carry on the functions of the Commission.

2-11-5: TERM OF OFFICE: Initial appointments to the Commission shall be made as follows: One (1) one-year term; three (3) two-year terms; three (3) three-year terms. All subsequent appointments shall be made for terms of three (3) years each. Terms shall expire on December 31 of the designated year from their appointment. Committee members may be reappointed.

2-11-6: REMOVAL: A Commission member may be removed from the Commission by the Mayor and at the Chair's request, following two (2) meeting absences unexcused by the Chair in any calendar year or at any time by the majority vote of the Council.

2-11-7: 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 Commission in the event of a vacancy.

2-11-8: ATTENDANCE: A majority of voting Committee members present at a meeting 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.

2-11-9: OPEN MEETINGS: All meetings of the Commission shall be open to the public and

shall follow the requirements of the Idaho Open Meeting law.

2-11-10: 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.

2-11-11: 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.

2-11-12: INDEBTEDNESS: Nothing herein shall convey or otherwise delegate authority to the Commission to incur any obligation or indebtedness of the City, without the express authorization of the Council.

**SECTION 12:** Title 2, Chapter 12 of the City Code of the City of Idaho Falls, Idaho, is hereby rescinded in its entirety and immediately amended as follows:

2-12-1: 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.

2-12-2: 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.

2-12-3: 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.

2-12-4: ORGANIZATION: During the first meeting of each calendar year, the Commission shall elect, by majority, a person to act as Chair and Vice-Chair from its membership. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

2-12-5: 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.

2-12-6: 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.

2-12-7: 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.

2-12-8: 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.

2-12-9: 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.

2-12-10: MINUTES: The Committee shall keep minutes of its proceedings, including the vote of each member on every presented issue. The meeting minutes and other records of the Committee shall be open to the public. 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.

2-12-11: 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.

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



**SECTION 13:** Title 2, Chapters 13, 14, and 15 of the City Code of the City of Idaho Falls, Idaho, are hereby rescinded in their entirety.

**SECTION 14.** 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 15.** 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 16.** 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 17.** 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

\_\_\_\_\_  
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, AMENDING TITLE 2 TO GENERALLY STANDARDIZE CITY COMMISSIONS, COMMITTEES, AND BOARDS IN CHAPTERS 1 THROUGH 12; THE DISCONTINUING OF THE YOUTH ADVISORY COUNCIL, TRAFFIC SAFETY COMMITTEE, CITY SAFETY COMMITTEE, BEAUTIFICATION COMMISSION, AND ELIMINATING UNNECESSARY CHAPTERS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

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KATHY HAMPTON, CITY CLERK

(SEAL)