



# City Council Meeting

## Agenda

680 Park Avenue  
Idaho Falls, ID 83402

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Thursday, December 9, 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. Public Works****1) Bid Award - Park Avenue Water Line, B Street to Broadway 21-342**

On Tuesday, November 23, 2021, bids were received and opened for the Park Avenue Water Line, B Street to Broadway project. A tabulation of bid results is attached. The purpose of the project is to replace the existing water line and reconstruct the Park Avenue street section.

**Attachments:** WTR-2021-09 Bid Tab with Title Sheet.pdf

**B. Idaho Falls Power****1) Idaho Falls Power Board Meeting Minutes - October 2021 21-333**

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

**Attachments:** 2021 1028 IFP Board Meeting minutes.pdf

**C. Municipal Services****1) Treasurer's Report for September 2021 21-334**

A monthly Treasurer's report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending September 2021, cash, and investments total \$136.4M. Total receipts received and reconciled to the general ledger were reported at \$20M, which includes revenues of \$17.8M and inter-departmental transfers of \$2.2M. Total distributions reconciled to the general ledger were reported at \$30.5M, which includes salary and benefits of \$5.6M, operating costs of \$22.7M and inter-departmental transfers of \$2.2M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$126.6M.

**Attachments:** MS\_September 2021 Treasurer's Report by fund.pdf  
MS\_September 2021 Investments Reconciliation.pdf

**2) Quote IF 22-06, Inventory for Idaho Falls Power 21-335**

The purchases listed on the attached schedule will provide inventory for Idaho Falls Power.

**Attachments:** MS\_Quote IF-22-06 Inventory for Idaho Falls Power.pdf

**3) Minutes from Council Meetings 21-351**

November 22, 2021 City Council Work Session and Executive Session, and November 23, 2021 City Council Meeting.



**Attachments:** 20211122 Work Session and Executive Session - Unapproved.pdf  
20211123 Council Meeting - Unapproved.pdf

- 4) 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. Idaho Falls Power**

- 1) IF 22-01 Line Clearance Services **21-336**

Idaho Falls Power (IFP) solicited bids from qualified contractors to clear tree encroachments from overhead power lines and around city substations. Davey Tree Surgery Company was the lowest responsive, responsible bidder at \$6,246.80 per week, or approximately \$324,833.60 per year.

**Recommended Action:**

Approve the Line Clearance Services contract with Davey Tree Surgery Company of Livermore, California for a total not-to-exceed amount of \$500,000.00 and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** 20211209 IFP22-01 Line Clearing contract and bid sheet Davey Tree Surgery Co.pdf

**B. Municipal Services**

- 1) Bid IF-22-F, Purchase Two Replacement and One New Automizer Side Loader Trucks for Public Works **21-340**

This purchase will replace units #7028 and 7029 both 2016 side loader trucks for the Sanitation division that have reached their useful life and are scheduled for replacement for a total trade-in value of \$89,350.00. The Sanitation division is also requesting to purchase one new automizer side loader truck as a budgeted, addition to the fleet.

**Recommended Action:**

Accept and approve the purchase of two replacement and one new automizer side loader trucks for Public Works from the Sourcewell cooperative purchasing contract #060920-PMC from SWS Equipment, LLC for a total of \$913,369.40 or take other action deemed appropriate.

**Attachments:** MS\_Bid IF-22-F Purchase Replacement Sanitation Automatic Side Loader Trucks for Public Works.pdf

**C. Community Development Services**

- 1) Public Hearing-Part 1 of 2 of the Annexation and Initial **21-337**

Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 0.586 acres, Southwest ¼ of Section 9, Township 2 North, Range 38 East.

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of HC, Highway Commercial



which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 0.586 acres, Southwest ¼ of Section 9, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its November 9, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

**Recommended Action:**

1. Approve the Ordinance annexing 0.586 acres, Southwest ¼ of Section 9, Township 2 North, Range 38 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 0.586 acres, Southwest ¼ of Section 9, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:**    Zoning Map .jpg  
                          Aerial.jpg  
                          Comp Plan Map.jpg  
                          Staff Report.doc  
                          Commercial Use Table.pdf  
                          PC Minutes.docx  
                          Ordinance  
                          Exhibit A.pdf  
                          Exhibit Map.pdf  
                          Reasoned Statement Annexation.docx

- 2)                    Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of HC,                    **21-338**  
                          Highway Commercial, Initial Zoning Ordinance and Reasoned Statement  
                          of Relevant Criteria and Standards, 0.586 acres, Southwest ¼ of Section  
                          9, Township 2 North, Range 38 East.

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of HC, Highway Commercial which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 0.586 acres, Southwest ¼ of Section 9, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its November 9, 2021, meeting and recommended approval of HC, Highway Commercial by a unanimous vote. Staff concurs with this recommendation and recommends approval.

**Recommended Action:**

1. Assign a Comprehensive Plan Designation of “Commercial” and approve the Ordinance establishing the initial zoning for HC, Highway Commercial as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).



2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of HC, Highway Commercial and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:**    Zoning Map .jpg  
                         Aerial.jpg  
                         Comp Plan Map.jpg  
                         Ordinance  
                         Exhibit A.pdf  
                         Exhibit Map.pdf  
                         Reasoned Statement Zoning.docx

- 3)**      Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 7.598 acres, Southeast ¼ of Section 23, Township 2 North, Range 37 East. **21-339**

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 7.598 acres, Southeast ¼ of Section 23, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its November 9, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

***Recommended Action:***

1. Approve the Ordinance annexing 7.598 acres, Southeast ¼ of Section 23, Township 2 North, Range 37 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 7.598 acres, Southeast ¼ of Section 23, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:**    Zoning Map.jpg  
                         Aerial.jpg  
                         Comp Plan Map.jpg  
                         Staff Report.doc  
                         Land Use Tables.pdf  
                         Airport Land Use.jpg  
                         PC Minutes.docx  
                         Ordinance  
                         Exhibit A.pdf  
                         Exhibit Map.pdf  
                         Reasoned Statement.docx



- 4) Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of LC, Limited Commercial with Airport Overlay Controlled Development Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 7.598 acres, Southeast ¼ of Section 23, Township 2 North, Range 37 East. 21-341

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 7.598 acres, Southeast ¼ of Section 23, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its July 20, 2021, meeting and recommended approval of LC, Limited Commercial with the Controlled Development Airport Overlay Zone by a unanimous vote. Staff concurs with this recommendation and recommends approval.

***Recommended Action:***

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

**Attachments:**     Zoning Map .jpg  
                             Aerial.jpg  
                             Comp Plan Map.jpg  
                             Ordinance  
                             Exhibit A.pdf  
                             Exhibit Map.pdf  
                             Reasoned Statement.docx

**D.     Public Works**

- 1) Cooperative Agreement for Sewage Treatment with the City of Ucon 21-343
- Attached for your consideration is a Cooperative Agreement for Sewage Treatment with the City of Ucon. The proposed agreement shall be effective upon execution and expire on November 30, 2026.

The proposed agreement, if approved, establishes billing rates for the next 5-years and also establishes connection fees for new services to the Ucon system.

***Recommended Action:***

Approval of the Cooperative Agreement and authorization for the Mayor and City Clerk to sign the



necessary documents.

**Attachments:** Cooperative Agreement for Sewage Treatment - City of Ucon.pdf

- 2) Cooperative Agreement and Resolution with the Idaho Transportation Department (ITD) for two intersections along North Yellowstone Highway 21-345

Attached for your consideration is a Cooperative Agreement for cost sharing with ITD for two concrete intersection replacement projects. The intersections include 1.) North Yellowstone Highway and Broadway and 2.) North Yellowstone Highway and Lincoln Road. The agreement stipulates that the city will be responsible for all costs associated with replacement of the water line beneath these concrete intersections. The city will also supply the water line materials needed to complete this work.

***Recommended Action:***

Approval of the Cooperative Agreement and Resolution with ITD for two Intersections along North Yellowstone Highway and authorization for Mayor and City Clerk to sign the documents or take other action deemed appropriate.

**Attachments:** Cooperative Agreement for Concrete Intersections.pdf

- 3) State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Pancheri Trail, Phase 2 Project 21-346

Attached for your consideration is a State Local Agreement for design and construction with ITD to complete pedestrian improvements to the Pancheri Bridge. Proposed work includes the widening of the pedestrian sidewalk on the north side of the bridge to 10 feet. Concrete railing will also be placed on both sides of the bridge similar to that which exists on the Broadway Bridge.

These improvements will greatly enhance safety for all users of the Pancheri Bridge.

***Recommended Action:***

Approval of the State Local Agreement and Resolution with ITD for Pancheri Drive, Phase 2 project and authorization for Mayor and City Clerk to sign the documents or take other action deemed appropriate.

**Attachments:** SLA for Pancheri Trail Phase 2.pdf

- 4) State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Raised Curb Medians, Idaho Falls Project 21-347

Attached for your consideration is a State Local Agreement for project development with ITD to construct raised curb medians on various roadways within Idaho Falls. The project is part of proposed safety improvements to help minimize left turning accidents. Curb median is proposed for installation on all approaches at the Sunnyside Road and Woodruff Avenue intersection, the east and west approaches of the 17th Street and Fife Avenue intersection, and lastly, the south approach of Hitt Road and E 25th Street intersection.

***Recommended Action:***

Approval of the State Local Agreement and Resolution with ITD for The Raised Curb Median, Idaho Falls project and authorization for Mayor and City Clerk to sign the documents or take other action



deemed appropriate.

**Attachments:** SLA for Raised Median Curb.pdf

- 5) Grant Agreement with the Idaho Transportation Department (ITD) for Establishing Microtransit Services **21-348**

Attached for your consideration is a Grant Agreement with ITD to establish Microtransit Services within the corporate limits of Idaho Falls.

The grant stipulates that funds programmed for this project will be used for contracted operating expenses, including purchase of service for turn-key microtransit services from a third-party contractor. The third-party contractor will be competitively selected by the city and will design, launch, operate, market and maintain a demand response rideshare service pilot project.

***Recommended Action:***

Approval of the Grant Agreement with ITD for establishing Microtransit Services and authorization for Mayor to sign the documents or take other action deemed appropriate.

**Attachments:** Grant Agreement for Microtransit.pdf

- 6) Right-of-Way Plat for the 4th Street and Olive Avenue Intersection **21-349**

Attached for your consideration is a Right-of-Way Plat for the 4th Street and Olive Avenue Intersection. The purpose of the plat is to define the right-of-way to be dedicated to the public from Micro Investments Addition Division No. 1 at this intersection.

***Recommended Action:***

Accept the Right-of-Way Plat for the 4th Street and Olive Avenue Intersection and give authorization for Mayor and city staff to sign the document or take other action deemed appropriate.

**Attachments:** 4th and Olive ROW .pdf

- 7) Right-of-Way Plat for Quail Drive **21-350**

Attached for your consideration is a Right-of-Way Plat for the realignment of Quail Drive where it intersects with Lincoln Road. The purpose of the plat is to define the right-of-way to be dedicated to the public for this roadway realignment.

***Recommended Action:***

Accept the Right-of-Way Plat for Quail Drive and give authorization for Mayor and city staff to sign the document or take other action deemed appropriate.

**Attachments:** Quail Drive ROW.pdf

6. Announcements.

7. Adjournment.



# Memorandum

**File #:** 21-342

**City Council Meeting**

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Monday, November 29, 2021  
**DEPARTMENT:** Public Works

## Subject

Bid Award - Park Avenue Water Line, B Street to Broadway

## Council Action Desired

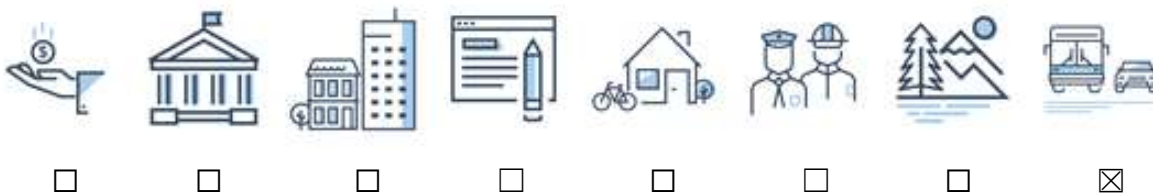
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc)

Approve the plans and specifications, award to the lowest responsive, responsible bidder, Knife River Corp., in an amount of \$518,630.00 and give authorization for the Mayor and City Clerk to execute the necessary documents or take other action deemed appropriate.

## Description, Background Information & Purpose

On Tuesday, November 23, 2021, bids were received and opened for the Park Avenue Water Line, B Street to Broadway project. A tabulation of bid results is attached. The purpose of the project is to replace the existing water line and reconstruct the Park Avenue street section.

## Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable public infrastructure by replacing the aging water line and reconstructing the roadway.

## Interdepartmental Coordination

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



**Fiscal Impact**

The cost allocation for this project will be shared with the Water and Street Divisions. Sufficient funding and budget authority exist for completion of the project.

**Legal Review**

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



# City of Idaho Falls

## Engineering Department Bid Tabulation

**Project:** PARK AVE WATER LINE B STREET TO BROADWAY  
**Submitted:** Kent J. Fugal, P.E., PTOE

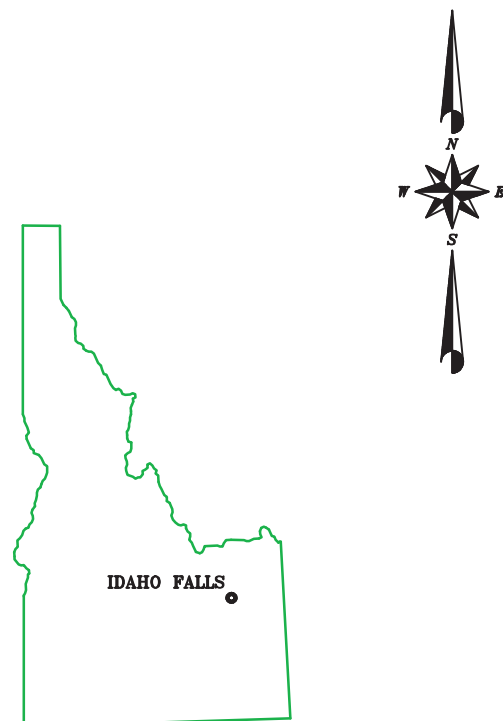
**Number:** 2-38-19-2-WTR-2021-09  
**Date:** November 23, 2021

☒ WARD THIS BIDDER

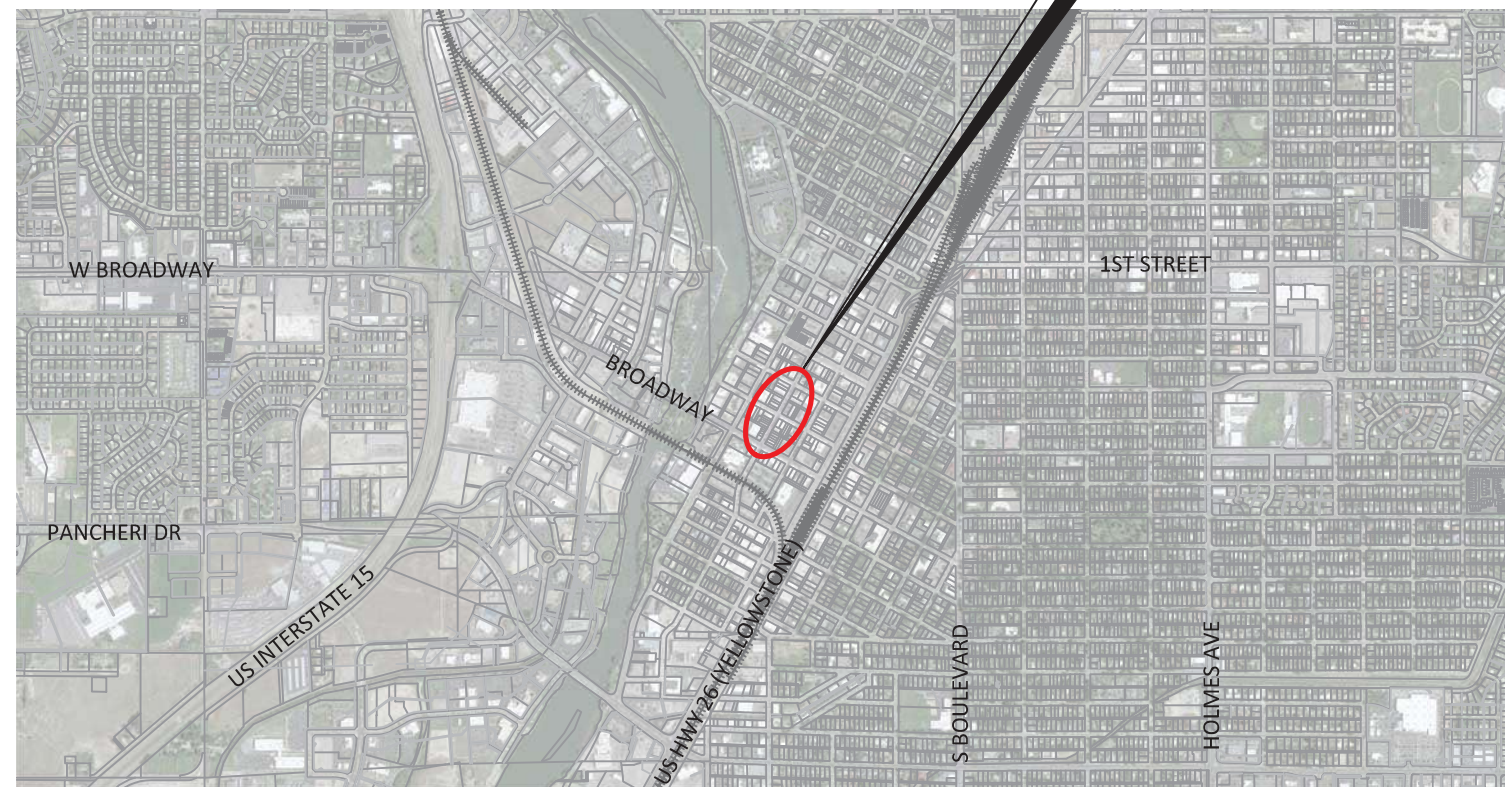
Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Knife River Corporation		JM Concrete Incorporated		3H Construction, LLC		H-K Contractors Incorporated	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
DIVISION 200 - EARTHWORK														
2.01	201.4.1.D.1	Removal of Concrete	346	SY	\$15.00	\$5,190.00	\$15.00	\$5,190.00	\$10.00	\$3,460.00	\$40.00	\$13,840.00	\$97.50	\$33,735.00
2.02	201.4.1.E.1.a	Removal of Curb & Gutter	648	LF	\$10.00	\$6,480.00	\$6.00	\$3,888.00	\$10.00	\$6,480.00	\$16.00	\$10,368.00	\$20.50	\$13,284.00
2.03	201.4.1.E.1.b	Removal of Existing 8" Water Main Pipe	90	LF	\$25.00	\$2,250.00	\$8.00	\$720.00	\$50.00	\$4,500.00	\$54.00	\$4,860.00	\$21.50	\$1,935.00
2.04	201.4.1.E.1.c	Removal of Existing 12" Water Main Pipe	45	LF	\$25.00	\$1,125.00	\$24.00	\$1,080.00	\$50.00	\$2,250.00	\$60.00	\$2,700.00	\$17.50	\$787.50
2.05	201.4.1.F.1	Removal of Hydrant	1	EA	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$720.00	\$720.00
2.06	202.4.1.A.1	Excavation	1,370	CY	\$30.00	\$41,100.00	\$14.00	\$19,180.00	\$50.00	\$68,500.00	\$24.00	\$32,880.00	\$39.50	\$54,115.00
DIVISION 400 - WATER														
4.01	401.4.1.A.1.a	Water Main Pipe – Size 4"	36	LF	\$45.00	\$1,620.00	\$93.00	\$3,348.00	\$50.00	\$1,800.00	\$125.00	\$4,500.00	\$230.00	\$8,280.00
4.02	401.4.1.A.1.b	Water Main Pipe – Size 8"	90	LF	\$45.00	\$4,050.00	\$75.00	\$6,750.00	\$70.00	\$6,300.00	\$125.00	\$11,250.00	\$181.50	\$16,335.00
4.03	401.4.1.A.1.c	Water Main Pipe – Size 12"	606	LF	\$50.00	\$30,300.00	\$38.00	\$23,028.00	\$100.00	\$60,600.00	\$85.00	\$51,510.00	\$110.50	\$66,963.00
4.04	401.4.1.C.1	Temporary Water Service	1	LS	\$25,000.00	\$25,000.00	\$38,000.00	\$38,000.00	\$30,000.00	\$30,000.00	\$65,000.00	\$65,000.00	\$30,500.00	\$30,500.00
4.05	402.4.1.A.1.a	Valve – Size 4"	2	EA	\$500.00	\$1,000.00	\$900.00	\$1,800.00	\$1,000.00	\$2,000.00	\$1,300.00	\$2,600.00	\$3,800.00	\$7,600.00
4.06	402.4.1.A.1.b	Valve – Size 8"	2	EA	\$625.00	\$1,250.00	\$900.00	\$1,800.00	\$1,500.00	\$3,000.00	\$1,450.00	\$2,900.00	\$4,400.00	\$8,800.00
4.07	402.4.1.A.1.c	Valve – Size 12"	3	EA	\$750.00	\$2,250.00	\$1,150.00	\$3,450.00	\$2,000.00	\$6,000.00	\$1,830.00	\$5,490.00	\$4,500.00	\$13,500.00
4.08	403.4.1.A.1	Hydrant	1	EA	\$5,000.00	\$5,000.00	\$3,050.00	\$3,050.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00	\$2,820.00	\$2,820.00
DIVISION 600 - CULVERTS & STORM DRAINS														
6.01	602.4.1.J.1	Inlet Catch Basin – Type IV	1	EA	\$3,000.00	\$3,000.00	\$4,200.00	\$4,200.00	\$3,000.00	\$3,000.00	\$3,890.00	\$3,890.00	\$5,000.00	\$5,000.00
DIVISION 700 - CONCRETE														
7.01	706.4.1.A.7.a	Curb and Gutter, Type Standard	648	LF	\$40.00	\$25,920.00	\$49.00	\$31,752.00	\$30.00	\$19,440.00	\$49.00	\$31,752.00	\$62.00	\$40,176.00
7.02	706.4.1.E.1.a	Concrete Sidewalks, 4" thickness	211	SY	\$80.00	\$16,880.00	\$135.00	\$28,485.00	\$70.00	\$14,770.00	\$138.00	\$29,118.00	\$166.00	\$35,026.00
7.03	706.4.1.F.1	Concrete Driveway Approach (with Ramped Sidewalk)	180	SY	\$100.00	\$18,000.00	\$117.00	\$21,060.00	\$80.00	\$14,400.00	\$192.00	\$34,560.00	\$213.00	\$38,340.00
DIVISION 800 - AGGREGATES & ASPHALT														
8.01	801.4.1.A.1	Uncrushed Aggregate Base	577	CY	\$30.00	\$17,310.00	\$40.00	\$23,080.00	\$50.00	\$28,850.00	\$27.00	\$15,579.00	\$81.50	\$47,025.50
8.02	802.4.1.A.1	Crushed Aggregate for Base Type 1	577	CY	\$50.00	\$28,850.00	\$46.00	\$26,542.00	\$50.00	\$28,850.00	\$42.00	\$24,234.00	\$92.00	\$53,084.00
8.03	810.4.1.A.1	Plant Mix Pavement 3/4", PG 58-34	433	TO	\$100.00	\$43,300.00	\$92.00	\$39,836.00	\$100.00	\$43,300.00	\$125.00	\$54,125.00	\$96.00	\$41,568.00
DIVISION 1100 - TRAFFIC SIGNALS & STREET LIGHTING														
11.01	1102.4.1.E.1	Conduit, Size 4"	496	LF	\$25.00	\$12,400.00	\$43.00	\$21,328.00	\$40.00	\$19,840.00	\$38.00	\$18,848.00	\$45.50	\$22,568.00
11.02	1102.4.1.F.1	Junction Box, Size 24" x 36"	4	EA	\$300.00	\$1,200.00	\$900.00	\$3,600.00	\$2,000.00	\$8,000.00	\$1,200.00	\$4,800.00	\$1,525.00	\$6,100.00
DIVISION 2000 - MISCELLANEOUS														
20.01	2010.4.1.A.1	Mobilization	1	LS	\$45,000.00	\$45,000.00	\$92,350.00	\$92,350.00	\$120,000.00	\$120,000.00	\$70,000.00	\$70,000.00	\$155,000.00	\$155,000.00
20.02	2030.4.1.A.1	Manhole, Type B, Adjust to Grade	7	EA	\$1,000.00	\$7,000.00	\$965.00	\$6,755.00	\$500.00	\$3,500.00	\$1,100.00	\$7,700.00	\$690.00	\$4,830.00
20.03	2050.4.1.C.1	Subgrade Separation Geotextile	2,646	SY	\$2.50	\$6,615.00	\$3.00	\$7,938.00	\$8.00	\$21,168.00	\$3.00	\$7,938.00	\$3.00	\$7,938.00
SPECIAL PROVISIONS														
SP-1	S0400D	Grout Water Line 12"	616	LF	\$35.00	\$21,560.00	\$20.00	\$12,320.00	\$2.00	\$1,232.00	\$20.00	\$12,320.00	\$33.00	\$20,328.00
SP-2	S0405A	Replace Water Service 1"	25	EA	\$2,500.00	\$62,500.00	\$2,350.00	\$58,750.00	\$3,000.00	\$75,000.00	\$3,600.00	\$90,000.00	\$8,280.00	\$207,000.00
SP-3	S0405B	Replace Water Service 1.5"	1	EA	\$2,750.00	\$2,750.00	\$2,350.00	\$2,350.00	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00	\$6,633.00	\$6,633.00
SP-4	S0405C	Replace Water Service 2"	1	EA	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00	\$7,300.00	\$7,300.00
SP-5	S0480	Water Manhole	1	EA	\$2,500.00	\$2,500.00	\$6,200.00	\$6,200.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00	\$9,314.00	\$9,314.00
SP-6	S0605	Inlet Box (Frame & Grate Only)	6	EA	\$1,500.00	\$9,000.00	\$1,350.00	\$8,100.00	\$2,000.00	\$12,000.00	\$2,800.00	\$16,800.00	\$1,300.00	\$7,800.00
SP-7	S1150	Remove & Replace Sign	6	EA	\$400.00	\$2,400.00	\$800.00	\$4,800.00	\$200.00	\$1,200.00	\$2,100.00	\$12,600.00	\$1,700.00	\$10,200.00
SP-8	S2011	Remove & Reset Decorative Pavers	14	SY	\$80.00	\$1,120.00	\$350.00	\$4,900.00	\$125.00	\$1,750.00	\$420.00	\$5,880.00	\$345.00	\$4,830.00
TOTAL						\$457,920.00		\$518,630.00		\$638,690.00		\$678,742.00		\$989,435.00



# PARK AVE WATER MAIN B STREET TO BROADWAY PROJECT # 2-38-19-2-WTR-2021-09



0 2000 HORIZONTAL 4000 Feet



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN  
LISA BURTONSHAW  
THOMAS HALLY

JIM FRANCIS  
JOHN B. RADFORD  
JIM FREEMAN

ENGINEERING DIVISION


PUBLIC WORKS DIRECTOR  
CHRIS H FREDERICKSEN, P.E.

CITY ENGINEER  
KENT J. FUGAL, P.E., PTOE

2021

Digitally signed by  
Kent J  
Fugal:A01410C000001  
77F92E041C00017649  
Date: 2021.11.05  
'16:38:00 -06'00



AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
ENGINEERING DIVISION			
PARK AVE WATER MAIN B STREET TO BROADWAY AVE			
CHK BY: CEP		DSG BY: WEM	DWN BY: WEM
FILE NO. 2-38-19-2-WTR-2021-09		DATE PLOTTED: 11/5/2021	SHEET NO. 1 OF 5
DWG NO. MAIN-PARK AVE B TO BROADWAY.dwg			



# Memorandum

**File #:** 21-333

**City Council Meeting**

**FROM:** Bear Prairie, General Manager  
**DATE:** Friday, November 19, 2021  
**DEPARTMENT:** Idaho Falls Power

## Subject

Idaho Falls Power Board Meeting Minutes - October 2021

## Council Action Desired

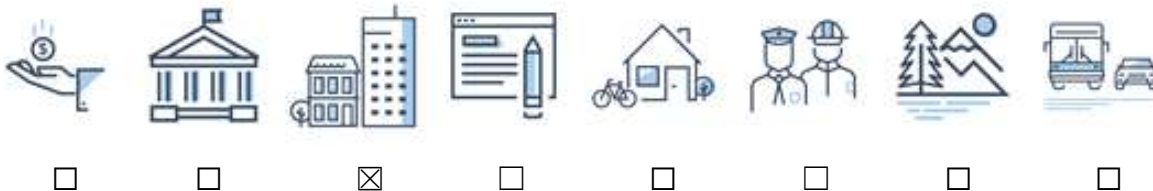
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc)

Approve Idaho Falls Power Board Meeting Minutes from Oct. 28, 2021 (or take other action deemed appropriate).

## Description, Background Information & Purpose

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

## Alignment with City & Department Planning Objectives



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

## Interdepartmental Coordination

n/a



**Fiscal Impact**

n/a

**Legal Review**

n/a



## October 28, 2021 Unapproved

The Idaho Falls Power Board of the City of Idaho Falls met Thursday, Oct. 28, 2021, at the Idaho Falls Power Energy Center, 140 S. Capital, Idaho Falls, Idaho at 7:00 a.m.

### Call to Order, Roll Call, and Announcements:

There were present:

Mayor Rebecca L. Noah Casper

Board Member Michelle Ziel-Dingman

Board Member Thomas Hally

Board Member Jim Francis

Board Member Jim Freeman

Board Member Lisa Burtenshaw (arrived at 7:04 a.m.)

Board Member John Radford

Also present:

Bear Prairie, Idaho Falls Power (IFP) General Manager

Stephen Boorman, IFP Assistant General Manager

Michael Kirkham, Assistant City Attorney

Mark Green, North Renew Energy's Development Director

Garth Klimchuk, North Renew Energy's Co-Founder and Managing Partner

Linda Lundquist, IFP Board Secretary

Mayor Casper called the meeting to order at 7:02 a.m. and invited General Manager (GM) Prairie to introduce agenda items for the night's City Council meeting. GM Prairie advised the Board to prepare to see increased billings from Kleinschmidt as the utility ramps up its hydro licensing process. He added that the utility may hire a part-time consultant to assist with stakeholder outreach and engagement strategy. GM Prairie announced that ConnectFast will be joining the network as a new Internet Service Provider (ISP) offering a \$5 reduction in cost for 1 gigabit service. GM Prairie said the Sugarmill Paine ribbon cutting will get pushed to the spring due to material delays in commercialization of the substation. He invited the Board to participate in Pacific Northwest Utilities Conference Committee's (PNUCC) annual meetings the first Friday in November 2021 and mentioned the Northwest Public Power Association's (NWPPA) annual conference will be held in Coeur d'Alene, Idaho in May 2022. Mayor Casper announced that pertinent meeting and conference dates will be added to Council calendars in December. She spoke about Idaho National Laboratory's (INL) commitment to reducing carbon in Idaho and added that the City of Boise's path to carbon reduction seemed good and noted that their website was well done and informative. She continued to say that private sector entities in Boise are also serious about carbon reduction and are investing in increased staffing. Board Member Radford expressed his concerns about how extreme drought conditions have caused the Big Wood River in central Idaho to nearly dry up and impressed the need to start having serious water discussions. There was a discussion about the evolution of battery technology and powering airplanes. Board Member Radford said he has been working through small business innovation grants like hydrogen fueling cars.

### Board Policy No. 3 / Board Training Plan

GM Prairie reminded the Board that policy reviews occur at least once annually for each Board policy. He explained the challenges in maintaining a quorum for Board training sessions and pointed out that the board book is an excellent resource. He noted that the American Public Power Association's (APPA) online training is very good and reminded the Board that since the courses are taken virtually, there's no concern about a quorum. Mayor Casper asked Mr. Kirkham to contact the State Attorneys General's office to gain clarity around training and quorum as it pertains to this Board. Mr. Kirkham said that he would do that.



Board Member Radford said he wouldn't mind having monthly Board trainings outside of the GM's purview. Board Member Francis agreed that the Board is responsible for their own engagement. GM Prairie pointed out the Idaho Falls Power Annual Report is a good snapshot of the utility. Board Member Burtenshaw commented that six – one-hour trainings in an eight-month period seemed appropriate for new Board members. GM Prairie said he thought clarity should be added to the policy around utilizing the board book on initial training topics. Mayor Casper offered that on the off months, maybe training could be added in place of a regular four-hour meeting. GM Prairie suggested that the electric vehicle topic will serve as training and gave a heads-up about the topics for the November Board meeting. Board Member Francis said it is helpful to get an email heads-up of what to review (board book, white papers, etc.) particular to an upcoming Board meeting. The Board liaisons committed to scheduling a time to review the Board's survey questions prior to the November meeting.

#### Arco Wind and Solar Project

Mayor Casper introduced Mark Green and explained how he is reaching out to utilities that are in proximity of their projects to share details and answer questions. He showed a map of where the Arco project is situated and said it consists of a site of about 32,000 acres and is located twenty miles west of Idaho Falls off Highway 20. GM Prairie asked if there is a decommission plan for the concrete foundations and Mr. Green explained that all structures proved no longer useful by the facility will be removed and noted the turbines are refurbished after they've reached their useful lives of about twenty years. He added that the useful life of a facility can be over fifty years and noted that leases are written for seventy years. He said that once a facility is at the end of its useful life, it will be pulled out down to a few feet below grade. Board Member Radford said he would like to hear more about the storage component. Mr. Green said that storage is utility demand driven and based on requests for proposals (RFP) and mentioned that Idaho Power submitted an 80-megawatt hour (MWh) RFP. He explained that as other RFPs come in, that more storage will be added. Board Member Radford asked about the cost estimate for an 80 MWh contract, but Mr. Green would not disclose any associated or estimated costs. Mr. Klimchuk said that supply chain issues are changing costs by the month and noted that utilities are going to have to reprice their RFPs. Mr. Green continued to say that the project has enough land to begin constructing four meteorological towers and noted that all data coming in confirms the project's viability. GM Prairie asked what the project's capacity was and Mr. Green said it is in the mid to low thirties. Mr. Green reviewed the timeline of the project and noted a potential end of 2024 for a start of commercial production. Suggestions of additional groups that could be impacted by the project were made by Mayor Casper and other Board Members. Mr. Green said he would look forward to reaching out to them.

#### Peaking Plant / Clean Energy Plants / Utility Operations

GM Prairie explained the Bonneville Power Administration's (BPA) generation and capacity is becoming less with environmental constraints being placed on the hydro system with fish and climate change issues. Board Member Francis asked about ramping ability and what the bigger picture in the Northwest looked like. GM Prairie said the utility gets flexibility with the BPA SLICE product; however, we lose peaking capacity when they do spill regimes for fish passage. He pointed out that when excess energy frees up, crypto and data farms move in to consume the excess energy and warned these speculative markets aren't likely environmentally conscious, nor do they employ many people. He added that since China has banned crypto mining, they are moving elsewhere where the cost of electricity is affordable, like Idaho Falls. GM Prairie said that resource adequacy requirement programs are ramping up as coal plants retire and noted that if the utility moved today to 100% clean energy produced by the utility and did not rely on market purchases, costs will increase greatly. He continued to explain that as the market gets lower on surplus supply with coal retirements and load growth in the west prices are escalating 4 to 20 times the price during peaks that were seen just a year or two ago. He implored the need for an affordable, responsible transition



step to address peaking while other carbon free technology catches up. GM Prairie said that the Carbon Free Power Project (CFPP) is a capacity resource but doesn't provide economic shaping and peaking and explained that natural gas is a reliable, low-cost, low-emission energy supply that would serve as a good bridge. He pointed out the key findings from the Energy Environmental Economics (E3) study, which summarized as: "The lowest cost way to reduce carbon emission in the Northwest grid is to replace coal with a *combination* of energy efficiency, renewables and natural gas." GM Prairie reviewed California's Proclamation of a State of Emergency from July 2021, which suspended laws prohibiting or restricting portable fossil fuel generators due to the extreme heat event in the region. He continued to point out that the Governor with the proclamation is allowing the construction of peaking natural gas plants without having to comply with their Clear Air Board permits and restrictions because reliability is such an issue in meeting their peaks. He reviewed the city's Clean Energy Resolution from September 2019 and talked about economical options. Board Member Radford asked for clarification on hydrogen fuel cells and GM Prairie said they work like a battery, but not the same as they take hydrogen and combine molecules with air through the membrane into H<sub>2</sub>O (water) and electricity as the outcome chemical product. He talked about Caterpillar's collaboration agreement with Chevron. He emphasized the benefits to having a research/peaking facility and pointed out that it allows entities to work together. Mayor Casper described her awkward position as an elected official explaining the need for a peaking plant, while also striving to be carbon free, but added that there seems to be more of an appetite for a facility now. She said the Board needs to not only approve the land purchase, but also the concept. She said that with this new facility, there needs to be a plan to sell the excess energy and questioned what the research might look like and thinks it might be a good idea to bring INL into the conversation to get their reassurances. She asked where the Board is on a new facility. Board Member Radford said he's being asked to take a huge political risk from his supporters by changing from a non-carbon emitting to carbon emitting utility and doesn't see how a 30 MWh facility solves the peak problem. GM Prairie explained that relying on the market (which is not 100% carbon free) for peak energy can increase rates upward of 20%, and explained how a low-cost, low-emission facility, like one that burns natural gas that can also burn hydrogen and other green fuels would solve the peaking issue if there's not enough energy available on the market to even purchase. He stated that our peak needs compared to the size of this project is the right size and fit in his view. Board Member Ziel-Dingman stated that she feels rate payers care more about low-cost electricity than having a 100% free carbon portfolio. Board Member Freeman asked where natural gas prices are heading, and GM Prairie said he thought prices would likely stabilize to pre-fracking prices with the inflation and current policy coming from Washington DC, which is in the \$6-\$8 dollar range, but said that forward prices are staying lower than this number. Board Member Freeman talked about the issue of converting from natural gas to hydrogen and asked if it can be pumped around like natural gas and GM Prairie said this was a good example of an area where research is needed to create those type of storage trucks and transportation. There was a discussion on how to have peak supply, but at a low to no impact. GM Prairie reiterated the key tenants in the Idaho Falls Power Strategic Plan that are to provide affordable and reliable power to the community. Going forward, Mayor Casper wants a plan on how to explain why it feels like the city is backstepping a bit on clean energy. Board Member Radford said he would like to hear from other stakeholders before he can sign off on this idea and asked how long it would take to plow through the rate stabilization fund. GM Prairie said he was hired to bring market intelligence to the Board/utility and the best solutions that address short-term and long-term energy needs. He continued to say the \$20 million dollar rate stabilization fund doesn't make sense anymore when one week of peak heavy load in June of 2021 cost \$500,000. GM Prairie explained at that rate, the fund could be gone in a year if we just rely on the market that is shrinking and becoming more volatile during peak need periods. He added that at today's market rates, the facility could pay for itself in three years if some of the predictions on increased market shortages and prices spikes comes to reality. Board Member Francis explained that when the option for a facility was brought to his attention, he was supportive and still is, but just needs more time to draw it all together and expressed that he has



some concerns with two other utilities coming into the project. He said he's concerned that their needs may not be the same as this city's needs and maybe we should consider going it alone. He said he's curious about what the carbon emission would be and is concerned about buying land at peak market prices. Board Member Francis stated that he also would like a briefing from INL on where hydrogen research is at. He noted that when reading through the resolution, it's not indicative to where the energy comes from when we buy it on the market, which makes it easier for him to say yes to a new facility. He said he would like an economic viability report of its usage. Board Member Freeman stated he appreciated GM Prairie's passion about the project and doing what he thinks is right and that he too is ready to move forward because a bridge facility makes sense to him, even though he has some reservations about carbon emissions. Board Member Francis said he sees the facility as a bridge but explained how he needs more information like parameters on how much energy is produced and how much energy the other utilities want to produce and if there is any control over the production. Mayor Casper said she would like to know the timeline and what we are bridging to. Board Member Hally said that certainties may not be attainable and stated that there are a lot of risks with BPA and there are risks with everything we do so this project makes sense to him, and he is for the project. Board Member Ziel-Dingman stated that she is fine going in with partnerships and would like to see a plan on selling energy to the market. GM Prairie said the two proposed partners are on the leading edge and have forward-thinking people and policy makers like this Board does. Board Member Burtenshaw commented how people in the community don't seem to feel bad about using Intermountain Gas as more new communities continue to sign up for gas but added that when it's time to vote on the land purchase, she will recuse herself as it's a personal conflict. She also stated that reliability is her major concern and worries about people who need oxygen or heat when it is cold. She continued to state that environmental is important but not what she believes is more important than costs and reliability, so she supports the peaking plant idea. GM Prairie said the facility conversation can be continued in the November meeting and impressed that time is of the essence and that he would like for everyone to be in alignment. Board Member Radford asked when the project would begin, and GM Prairie said the facility may likely be online later than 2023 but hoped to have it by summer 2023. Board Member Radford said he agreed that GM Prairie is presenting a best-case scenario on timeline.

#### Fiber Network Update and Provider Application Process

GM Prairie reviewed the ISP application and process and said that it is in Idaho Falls Fiber (IFF) customer's best interest to have access to experienced, qualified providers and was given the head nod to proceed with the revised application and process and qualifications for potential new network providers. Mayor Casper asked if existing providers needed to be put back through the updated application and process and GM Prairie assured that the existing ISPs meet the current criteria. Board Member Radford asked if IFF is considering startup applications and GM Prairie said there wasn't a need to and added that he doesn't want to set customers up with inexperienced ISPs and added that the updated application and process protects against that. He stated that he will be requesting additional spending authority for fiber installations as the money that has already been approved for this year is being spent at a fast pace due to the success of the fiber project. GM Prairie asked the Board to let him know of upcoming events where there could be fiber marketing opportunities.

#### Electric Vehicles

This item was tabled until the November 2021 meeting.

There being no further business, the meeting adjourned at 11:09 a.m.



**October 28, 2021 Unapproved**

s/ Linda Lundquist

Linda Lundquist, BOARD SECRETARY

s/ Rebecca L. Noah Casper

Rebecca L. Noah Casper, MAYOR



# Memorandum

**File #:** 21-334

**City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Wednesday, November 24, 2021  
**DEPARTMENT:** Municipal Services

## Subject

Treasurer's Report for September 2021

## Council Action Desired

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

Accept and approve the Treasurer's Report for the month-ending September 2021 or take other action deemed appropriate.

## Description, Background Information & Purpose

A monthly Treasurer's report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending September 2021, cash, and investments total \$136.4M. Total receipts received and reconciled to the general ledger were reported at \$20M, which includes revenues of \$17.8M and inter-departmental transfers of \$2.2M. Total distributions reconciled to the general ledger were reported at \$30.5M, which includes salary and benefits of \$5.6M, operating costs of \$22.7M and inter-departmental transfers of \$2.2M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$126.6M.

## Alignment with City & Department Planning Objectives





The monthly Treasurer's report supports the good governance community-oriented result by providing sound fiscal management and enable trust and transparency.

**Interdepartmental Coordination**

Not applicable.

**Fiscal Impact**

Not applicable.

**Legal Review**

Not applicable.



# CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT

September, 2021

FUND	BEGINNING CASH & INVESTMENTS	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	ENDING BALANCE CASH & INVESTMENTS
GENERAL	\$19,762,263.80	\$6,717,935.94	\$8,309,649.80	\$18,170,549.94
STREET	\$6,607,885.73	\$264,982.11	\$2,141,963.54	\$4,730,904.30
RECREATION	\$1,067,510.34	\$301,413.26	\$321,012.59	\$1,047,911.01
LIBRARY	\$4,576,387.54	\$115,970.78	\$883,484.19	\$3,808,874.13
AIRPORT PFC FUND	\$451,583.28	\$94,973.52	\$1,116.57	\$545,440.23
MUNICIPAL EQUIP. REPLCMT.	\$6,215,445.96	\$210,346.21	\$72,999.35	\$6,352,792.82
EL. LT. WEATHERIZATION FD	\$3,564,922.75	\$12,122.49	\$24,194.74	\$3,552,850.50
BUSINESS IMPRV. DISTRICT	\$106,797.57	\$539.44	\$264.06	\$107,072.95
GOLF	\$20,779.44	\$413,034.65	\$433,449.82	\$364.27
SELF-INSURANCE FD.	\$3,464,915.61	\$176,089.02	\$71,465.68	\$3,569,538.95
HEALTH & ACCIDENT INSUR.	\$4,658,629.79	\$4,094.54	\$11,518.80	\$4,651,205.53
EMERGENCY MEDICAL SERVICES	(\$947,366.42)	\$925,722.35	\$869,547.21	(\$891,191.28)
WILDLAND	\$390,209.33	\$61,391.06	\$401,341.46	\$50,258.93
MUNICIPAL CAPITAL IMP.	\$2,616,949.91	\$11,498.53	\$237,996.36	\$2,390,452.08
STREET CAPITAL IMPROVEMENT	\$1,203,308.91	\$18,857.17	\$393,853.86	\$828,312.22
BRIDGE & ARTERIAL STREET	\$933,591.33	\$8,330.60	\$10,528.37	\$931,393.56
SURFACE DRAINAGE	\$257,921.10	\$5,025.01	\$637.73	\$262,308.38
TRAFFIC LIGHT CAPITAL IMPRV.	\$1,113,821.52	\$177,285.37	\$42,793.30	\$1,248,313.59
PARKS CAPITAL IMPROVEMENT	(\$77,862.51)	\$303.00	\$243,335.38	(\$320,894.89)
ZOO CAPITAL IMPROVEMENT	\$421,013.76	\$7,692.04	\$14,182.19	\$414,523.61
CIVIC AUDITORIUM CAPITAL IMP.	\$205,900.41	\$180.97	\$509.10	\$205,572.28
GOLF CAPITAL IMP.	\$392,619.10	\$26,326.84	\$31,496.16	\$387,449.78
POLICE CAPITAL IMPROVEMENT	(\$906,128.09)	\$0.00	\$748,806.01	(\$1,654,934.10)
AIRPORT	\$1,495,168.89	\$1,429,638.45	\$1,461,959.26	\$1,462,848.08
WATER	\$16,048,780.86	\$1,129,748.49	\$1,563,877.67	\$15,614,651.68
SANITATION	\$6,013,775.60	\$589,416.96	\$560,058.66	\$6,043,133.90
IDAHO FALLS POWER	\$39,031,470.01	\$5,731,322.56	\$8,712,843.91	\$36,049,948.66
FIBER	(\$58,644.81)	\$194,077.15	\$683,365.83	(\$547,933.49)
WASTEWATER	\$28,273,028.96	\$1,375,955.67	\$2,305,805.28	\$27,343,179.35
<b>TOTAL ALL FUNDS</b>	<b>\$146,904,679.67</b>	<b>\$20,004,274.18</b>	<b>\$30,554,056.88</b>	<b>\$136,354,896.97</b>



CITY OF IDAHO FALLS  
INVESTMENT RECONCILIATION  
Sep-21

	<u>BOND</u>	<u>AGENCY</u>	<u>TREASURY</u>	<u>CERTIFICATES</u>	<u>MONEY MARKET</u>	<u>CASH/EQUIVALENT</u>	<u>TOTAL</u>
LPL				\$258,503.25		\$1,125.87	\$259,629.12
LGIP					\$29,365,381.03		\$29,365,381.03
WELLS FARGO	\$50,039,922.47	\$14,031,459.20	\$8,076,311.59	\$0.00	\$0.00		\$72,147,693.26
DA DAVIDSON				\$514,285.00		\$12,501.02	\$526,786.02
WASHINGTON FEDERAL				\$260,679.70	\$5,003,527.81		\$5,264,207.51
LOOKOUT CU				\$273,264.93			\$273,264.93
KEY BANK	\$2,165,917.50	\$1,051,678.42	\$2,296,479.75			\$192,501.42	\$5,706,577.09
IDAHO CENTRAL				\$4,386,678.65			\$4,386,678.65
BANK OF IDAHO				\$6,629,368.46			\$6,629,368.46
BANK OF COMMERCE				\$2,060,591.87			\$2,060,591.87
	<u>\$52,205,839.97</u>	<u>\$15,083,137.62</u>	<u>\$10,372,791.34</u>	<u>\$14,383,371.86</u>	<u>\$34,368,908.84</u>	<u>\$206,128.31</u>	<u>\$126,620,177.94</u>



# Memorandum

**File #:** 21-335

**City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Wednesday, November 24, 2021  
**DEPARTMENT:** Municipal Services

## Subject

Quote IF 22-06, Inventory for Idaho Falls Power

## Council Action Desired

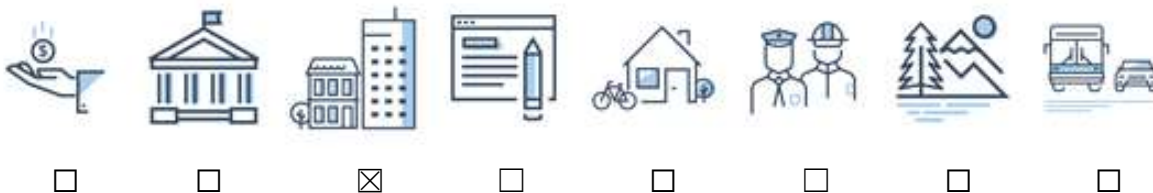
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the lowest quotes received for a total of \$222,150.96 or take other action deemed appropriate.

## Description, Background Information & Purpose

The purchases listed on the attached schedule will provide inventory for Idaho Falls Power.

## Alignment with City & Department Planning Objectives



These purchases support the well-planned growth and development community-oriented result by replenishing required inventory for the Idaho Falls Power warehouse.

## Interdepartmental Coordination

Idaho Falls Power concurs with the recommendation for award.



**Fiscal Impact**

Funds for the inventory are budgeted within the 2021/22 Idaho Falls Power budget.

**Legal Review**

Legal concurs the action desired is within State Statute.



City of Idaho Falls  
Q22-06/81758 Power Inventory

Vendor		1) Anixter Inc	Stuart C. Irby	Border States	General Pacific		
		Salt Lake City, UT	Salt Lake City, UT	Billings, MT	Fairview, OR		
Quantity							
<b>ITEM 1 -Ground Sleeve Transformer 3 phase Small</b>							
Price Per Each	40	\$ -	\$ 460.0000	\$ 431.5800	\$ 430.0000		
TOTAL		\$ -	\$ 18,400.00	\$ 17,263.20	\$ 17,200.00		
Delivery Time		No Quote	8-10 Weeks	10 Weeks	12-14 Weeks		
<b>ITEM 2 -Ground Sleeve, single phase, Fiberglass</b>							
Price Per Each	50	\$ 240.00	\$ 295.0000	\$ 257.3700	\$ 259.1500		
TOTAL		\$ 12,000.00	\$ 14,750.00	\$ 12,868.50	\$ 12,957.50		
Delivery Time		6-8 Weeks	8-10 Weeks	5-6 Weeks	45-48 Weeks		
<b>ITEM 3 -Ground Sleeve 3 phase fiberglass</b>							
Price Per Each	100	\$ 415.0000	\$ 565.00	\$ 397.80	No Quote		
TOTAL		\$ 41,500.00	\$ 56,500.00	\$ 39,780.00			
Delivery Time		6-8 Weeks	8-10 Weeks	5-6 Weeks			
<b>ITEM 4 -Sectionalizing terminal 3 phase 15kv</b>							
Price Per Each	60	\$ 979.0000	\$ 875.0000	\$ 941.13	\$ -		
TOTAL		\$ 58,740.00	\$ 52,500.00	\$ 56,467.80	\$ -		
Delivery Time		16-18 Weeks	8-10 Weeks	2-3 Weeks	No Quote		
<b>ITEM 5 - Sectionalizing Terminal single phase</b>							
Price Per Each	40	\$ 619.0000	\$ 585.0000	\$ 587.18	No Quote		
TOTAL		\$ 24,760.00	\$ 23,400.00	\$ 23,487.20			
Delivery Time		16-18 Weeks	8-10 Weeks	2-3 Weeks			
<b>ITEM 6 -Transformer box pad 37" x 43" x 24"</b>							
Price Per Each	100	\$ 414.0000	\$ 561.0000	\$ 396.4700	\$ 394.1800		
TOTAL		\$ 41,400.00	\$ 56,100.00	\$ 39,647.00	\$ 39,418.00		
Delivery Time		6-8 Weeks	8-10 Weeks	5-6 Weeks	45-48 Weeks		



City of Idaho Falls  
Q22-06/81758 Power Inventory

Vendor		1) Anixter Inc	Stuart C. Irby	Border States	General Pacific		
		Salt Lake City, UT	Salt Lake City, UT	Billings, MT	Fairview, OR		
ITEM 7 -Transformer Box Pad 42" x 48" x 30"							
Price Per Each	36	\$ -	\$ -	\$ 765.72	\$ 745.1100		
TOTAL		\$ -	\$ -	\$ 27,565.92	\$ 26,823.96		
Delivery Time		No Quote	No Quote	45 Weeks	45-48 Weeks		
ITEM 8 - Enclosure underground 24x24x24 HDPE box and cover							
Price Per Each	30	\$ 382.0000	\$ 360.0000	\$ 638.19	\$ 465.31		
TOTAL		\$ 11,460.00	\$ 10,800.00	\$ 19,145.70	\$ 13,959.30		
Delivery Time		36 Weeks	8-10 Weeks	36 Weeks	16-18 Weeks		
TOTAL		\$ 189,860.00	\$ 232,450.0000	\$ 236,225.3200	\$ 110,358.7600		
TOTAL PURCHASED		\$ 12,000.00	\$ 86,700.00	\$ 79,427.00	\$ 44,023.96	\$ 222,150.96	



City of Idaho Falls  
Q22-06/81758 Power Inventory

Vendor	1) Anixter Inc	Stuart C. Irby	Border States	General Pacific		
	Salt Lake City, UT	Salt Lake City, UT	Billings, MT	Fairview, OR		



# Memorandum

File #: 21-351

City Council Meeting

**FROM:** Kathy Hampton, City Clerk  
**DATE:** Friday, December 3, 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

November 22, 2021 City Council Work Session and Executive Session, and November 23, 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



## **November 22, 2021 Work Session – Unapproved**

The City Council of the City of Idaho Falls met in Council Work Session, Monday, November 22, 2021, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls at 3:00 p.m.

### **Call to Order and Roll Call**

There were present:

Mayor Rebecca L. Noah Casper  
Council President Michelle Ziel-Dingman (departed at 7:00 p.m.)  
Councilor John Radford  
Councilor Thomas Hally (arrived after roll call)  
Councilor Jim Freeman  
Councilor Jim Francis  
Councilor Lisa Burtenshaw

Also Present:

Robert Wright, Library Director  
Kristin Hall, Vice-Chair of the Idaho Falls Public Library Board  
Mary Lund (present via telephone), Chair of the Idaho Falls Public Library Board  
Colin McAweeney, TischlerBise  
Chris Frederickson, Public Works Director  
Kent Fugal, City Engineer  
PJ Holm, Parks and Recreation Director  
Mark Hagedorn, Controller  
Ryan Tew, Human Resources Director  
Pamela Alexander, Municipal Services Director  
Duane Nelson, Fire Chief  
Jeremy Galbreath, Police Captain  
Ronald Christensen  
Michael Kirkham, Assistant City Attorney  
Randy Fife, City Attorney  
Krista Weeks, Deputy City Clerk

Mayor Casper called the meeting to order at 3:00 p.m. with the following items:

Introduction of Deputy City Clerk Krista Weeks in the absence of the City Clerk.

### **Acceptance and/or receipt of minutes:**

It was moved by Councilor Francis, seconded by Councilor Radford, that Council receive the recommendations from the Planning and Zoning Commission from the November 9, 2021 meeting pursuant to the Local Land Use Planning Act (LLUPA). Roll call as follows: Aye- Councilors Burtenshaw, Hally, Dingman, Radford, Freeman and Francis. Nay – none. Motion carried.

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

November 27, Tree Lighting  
November 30, Reception to thank Fluor Idaho at the Colonial Theater  
December 3, Legislative Preview for The Association of Idaho Cities (AIC)



## **November 22, 2021 Work Session – Unapproved**

December 13, City-County Discussion

Mayor Casper asked if Council wanted to weigh in on a masked or non-masked approach. She stated that we typically following Eastern Idaho Public Health (EIPH) guidelines. Councilor Radford stated that he is happy to do whatever the county would like us to do to keep everything consistent; although he does not feel that masking is necessary in his personal life. Mayor Casper will obtain further clarification on what the current EIPH guidelines are.

Mayor stated she will be out of town somewhat in the next five weeks. Council President Dingman will be acting in her absence. Councilmembers who will be in town over the Thanksgiving holiday include Councilors Freeman, Radford, Hally and Dingman.

### **Liaison Reports and Councilmember Concerns:**

Council President Dingman did want to alert the public that the Idaho Falls Airport is expecting extremely busy holiday travel season, so please be prepared. Councilor Freeman added that there was no long-term parking available during his most recent travel. Mayor Casper stated we are working on overflow.

Councilor Hally stated that two developers are applying for eligibility for two new projects in redevelopment through the Idaho Falls Redevelopment Agency. One developer is looking to redevelop a location that will be close to Ball beef jerky plant into a hotel. The second redevelopment location is off of 1<sup>st</sup> Street and Yellowstone. These developers must apply and get approved for eligibility study. He also noted that the pancake breakfast for Meals on Wheels was very successful.

Councilor Burtenshaw did not have any updates to provide.

Councilor Francis announced that Lindsay Irvine is retiring from the Idaho Falls Police Department. He also mentioned that a Press Release will be coming out soon regarding the Police Foundation; it is designed to help them with one-time projects and community support. Councilor Francis provided some golf updates, including that season passes for next year are on sale, the irrigation project at Pinecrest Golf Course has been completed, and there will be retirements from both Sage Lakes Golf Course (Gaylen Denning) and Pinecrest Golf Course (Don Frogner). Councilor Francis also announced that holiday lights are in place and almost finished, Keefer's Island Cabin will be lit this year with solar energy, the bridge to the Friendship Garden is now a tunnel of lights, Heritage Park landscaping is moving forward, the Idaho Falls Zoo will be open one last weekend then will be closing for the season, and Boo at the Zoo this year was a success with more than 10,000 attendees.

Councilor Freeman mentioned that with snow season quickly approaching, there is a new app available, Civic Ready, for alerts from the city. The Streets Department is also still collecting leaves. Councilor Freeman also mentioned that the paving of 1<sup>st</sup> Street has been completed.

Councilor Radford provided an update from the Policy Maker's Council, which included the announcement that federal dollars are being made available to states to use for broadband services. The update also included some information on cybersecurity and ransom attacks.

### **Pre-hearing Review:**

City Attorney Randy Fife explained the appeal hearing process to the Council. He went on to explain City Code establishes the relationship between the people and the government and that City licenses are subject to this code.



## **November 22, 2021 Work Session – Unapproved**

Mr. Fife explained Due Process and the licensing and review process; he also explained the appeals process is not personal, it's procedural, and is designed to ensure the process followed the City Code. He also assured Councilmembers that during the appeal hearing, they can ask questions of both the staff as well as the applicant for clarification. Mr. Fife also defined such terms as withheld judgment and moral turpitude.

### **Library Update:**

Mary Lund, Chair of the Idaho Falls Public Library Board, joined Work Session via telephone. Kristin Hall, the Vice-Chair of the Idaho Falls Public Library Board, provided an update on the library's current agreement with Bonneville County, which ends on September 30, 2022. Mrs. Hall stated that the next contract with the county will base their fees upon usage. During the last two years, the Library Board has been collecting circulation data and sharing this information monthly with the District. The District's usage percentage has been high and consistent over the last few years, so their fees would increase as compared to the current contract. Mrs. Hall stated that the District was surprised when this agreement based on usage and parity was presented. The Library District does not want to come to parity and wants to continue to pay the lower rate, which is not what the Library wants. The Library Board is waiting to hear back whether they accept or reject the contract offer and will update as they learn more. Councilor Radford asked the expected time to know the county's answer? Mrs. Hall stated that hopefully they will have an answer before September 30, 2022. She also mentioned that there is a scheduled meeting January 28, 2022. Mayor Casper asked what it would mean if we didn't have the District as a partner. Mrs. Hall explained that 40% of active library cards belong to members of the District. So membership would be significantly less. Those individuals could buy non-resident library cards if they wanted to do so. The Library Board will do everything they can to maintain incredible services they have. Library Director Robert Wright mentioned that the library has four open positions they have not filled, contingent upon this contract negotiation.

Mary Lund updated the Council on the Sister Cities Collection, which is comprised of gifts given to the library over the years. The Mae Neuber Foundation provided funding for the library to provide a secure storage facility in the library basement. This includes a museum quality storage facility. This grant also provided funding to build two large display cases and eight smaller ones. Mrs. Lund stated that there is an employee at the library with specialized training to care for these artifacts and curate the displays.

Mrs. Lund also wanted to mention that during their meeting on November 3, 2021, representatives from Public Works presented to the Library Board regarding locating the Water Tower at one end or another of the library parking lot. During this meeting, they discussed parking and other impacts. The board unanimously voted in favor of this idea; they believe it would not only be for good public relations but could also help the library obtain some things they would like, such as moving their parking lot entrance. The library parking lot is underutilized, primarily due to Coronavirus (COVID-19). Mayor Casper noted that the library parcel is currently under review by the engineers for this purpose. Councilor Hally wanted to mention his appreciation for the offer from the Library Board. He also asked if the proximity to the current water tower would lessen the construction costs slightly? Public Works Director Chris Frederickson stated that there should be a cost savings associated with that. Mayor Casper also mentioned that such cost savings may be able to cover displaced library parking. Mrs. Lund ended the update stating that the library is doing very well, had a successful summer season, their numbers are inching up again, and they will continue working through the county contract issues.

### **Status Report and Discussion: Impact Fees:**

Public Works Director Chris Frederickson welcomed Colin McAweeney with TischlerBise to begin his Impact Fee Presentation. Mr. McAweeney presented the following information with general discussion throughout:



## **November 22, 2021 Work Session – Unapproved**

### Capital Improvement Plans

- Parks and Recreation
- Transportation
- Police
- Fire/Emergency Medical Services (EMS)
- Funding Sources for Capital Improvements

### Parks and Recreation Development Impact Fee Analysis

- Neighborhood Park Land and Park Improvements – Incremental Expansion
- Urban/Community Park Land and Park Improvements – Incremental Expansion
- Civic Park Land and Improvements – Incremental Expansion
- Indoor Recreation Center Land and Square Footage – Incremental Expansion

### Parks and Recreation Capital Improvements Needed to Serve Growth

- Neighborhood Park Land and Improvements
- Urban/Community Park Land and Improvements
- Civic Park Land and Improvements
- Indoor Recreation Center Land and Square Footage

### Parks and Recreation Input Variables and Development Impact Fees

### Cash Flow Projections for Parks and Recreation Maximum Supportable Impact Fee

### Transportation Development Impact Fee Analysis

#### Methodology

#### Demand for Transportation Infrastructure

- Trip Length Weighting Factor by Type of Land Use
- Lane Capacity
- Summary of Demand Model Inputs
- Projected Travel Demand
- Roads Improvements – Incremental Expansion

### Transportation Input Variables and Development Impact Fees

### Cash Flow Projections for Transportation Maximum Supportable Impact Fee

### Police Development Impact Fee Analysis

#### Methodology

#### Cost Allocation for Police Infrastructure

#### Police Level of Service and Cost Analysis

- Police Station – Plan-Based
- Police Vehicles – Incremental Expansion

### Police Capital Improvement Needs to Serve Growth

- Police Vehicles

### Police Input Variables and Development Impact Fees

### Cash Flow Projections for Police Maximum Supportable Impact Fees

### Fire/EMS Development Impact Fee Analysis

#### Methodology

#### Service Area



## **November 22, 2021 Work Session – Unapproved**

Cost Allocation for Fire/EMS Infrastructure

Fire/EMS Level of Service and Cost Analysis

- Fire/EMS Station Facilities – Incremental Expansion
- Fire/EMS Vehicles and Apparatus – Incremental Expansion
- Fire/EMS Training Center – Incremental Expansion

Fire/EMS Capital Improvement Needs to Serve Growth

- Fire/EMS Station Facilities
- Fire/EMS Vehicles and Apparatus
- Fire/EMS Training Center

Fire Input Variables and Development Impact Fees

Cash Flow Projections for Fire/EMS Maximum Supportable Impact Fees

Proportionate Share Analysis

Implementation and Administration

Appendix A. Land Use Definitions

Residential Development

Nonresidential Development Categories

Appendix B. Demographic Assumptions

Population and Housing Characteristics

Residential Building Permits

Base Year Population and Housing Units

Population and Housing Unit Projections

Current Employment and Nonresidential Floor Area

Nonresidential Floor Area Projections

Functional Population

Vehicle Trip Generation

Residential Vehicle Trips by Housing Type

Residential Vehicle Trips Adjustment Factors

Nonresidential Vehicle Trips

Vehicle Trip Projection

Mr. McAweeney mentioned that residential growth for Idaho Falls is projected to increase 14% over the next 10 years. Nonresidential growth is projected to increase 16% over the next 10 years. With that growth comes an expected 9,000 new jobs and 3.8 million square feet of commercial development. Mr. McAweeney stated, per Mayor Casper, that there is a small amount of wiggle room with the exact dollar amounts in the study, but not much in the 10 years. Impact fee setting is standard, and the fees must be spent within eight years of collection. Per Councilor Radford, Mr. McAweeney also explained that the impact fees are collected at the time the building permits are issued. Concern was expressed regarding development projects with existing timeframes and budgets, to which Mr. McAweeney suggested the possibility of including a grace period for the impact fees. Council President Dingman inquired as to the responses of those in the development community as it pertained to impact fees. City Engineer Kent Fugal responded that the meetings he has had have been positive, there were some expected concerns including phasing in projects that are already in the works or allowing a grace period. Public Works Director Chris Frederickson stated that the next steps in the process would be to work with the Legal Department on the impact fees and implementation timeline. Councilmembers expressed their desire to discuss these items further at a January or February Work Session.



## **November 22, 2021 Work Session – Unapproved**

Mayor Casper called a five-minute recess.

Work Session reconvened at 5:25 p.m. Mayor Casper asked Councilmembers if there were any objections to moving the License Appeal Hearing prior to the Health Insurance Savings discussion, as the previous discussions ran longer than expected. No Councilmembers objected.

### **License Appeal Hearing and Council Deliberation:**

Captain Jeremy Galbreath stated that Ronald Christensen applied for a Private Patrol Person license, which requires a criminal background check. Workflow goes through the City Clerk's Office then to Police. According to City Code – no person shall receive a license as a Private Patrol person who has been convicted of a felony or of any offense involving violence or moral turpitude. Based upon the information from the background check, in 2008, Mr. Christensen is showing a charge of Insurance Fraud, a misdemeanor. That charge was amended and he was convicted on June 30, 2008 for Filing a False Police Report. Captain Galbreath went on to explain that the part of the disqualifier he was looking at was the "crime of moral turpitude." A false report to a police officer is an act of dishonesty and that was the basis of the denial.

Ronald Christensen stated that at the time of the offense, he had just had back surgery and was on pain pills. He does not believe he lied about anything; he stated that it was not a false police report because the tires were stolen. Mr. Christensen stated that he feels it is an unjust charge. He has worked 17 years in the security industry in Idaho Falls and has never had a problem with anything since the aforementioned offense. Mr. Christensen stated that he was not convicted, to which Captain Galbreath explained that although he was not convicted of the original charge, he was convicted of the amended charge.

Councilor Freeman moved to affirm the original denial of the Private Patrol Person license to Ronald Christensen. Councilor Francis seconded the motion. Roll call as follows: Aye – Councilors Hally, Francis and Freeman. Nay – Councilors Radford, Dingman and Burtenshaw. The motion was tied. Mayor Casper voted to uphold the denial of the license. She also stated that she would like to make time in an upcoming Work Session to draft a revision of this ordinance making the denial criteria more specific. This will be included in the December 6<sup>th</sup> Work Session.

### **Disposition of Health Insurance Savings:**

Municipal Services Director Pam Alexander provided a brief presentation regarding insurance savings; these savings stem from changing to Pacific Source for health insurance. Director Alexander stated that the year-one savings from this change amount to \$782,000. An additional \$16,000 will be saved the following year. These savings are the result of a temporary reduction to the City funded contribution to the new health plan provided by the insurance carrier. Options for what to do with these savings had been previously discussed on August 23 and again on September 20, 2021. Director Alexander also mentioned some risk factors and upcoming city-wide costs, including the possibility that the city could see an increase in cost of the health plan in the future. Inflation is another risk factor. Mayor Casper noted that it is important to note that this money doesn't belong to anyone, it's a savings on the part of the city. It can be saved, spent, or applied to something specific. She also mentioned that with this savings being one-time money, Council should consider whether they want to spend it on a one-time cost, an ongoing cost, or save it? Cost of retaining talent is going up.

Councilor Hally stated that he would like to see a 60-40 or 50-50 split, with half of the money going to employees and the other half going into savings to mitigate future health plan costs. He noted that employees are a capital expenditure and that if you don't take care of them, there are significant costs associated with that.



### **November 22, 2021 Work Session – Unapproved**

Councilmembers were in favor of a 1.5% wage increase for all city employees; however, because unionized employees are subject to their contracts, this would exclude some employees from a pay raise, which Councilmembers were not ok with. Council President Dingman suggested putting 50% in savings and using the remaining 50% to give every employee a \$550 one-time distribution. She felt this exhibited true equity among all employees. Controller Mark Hagedorn interjected to note that any increase or change in union employees' wage (even if a holiday bonus) is a contract issue. Assistant City Attorney Michael Kirkham agreed that bonuses are included in an employee's overtime rate and would affect the union employees' contract pay. Fire Chief Duane Nelson stated that he believed a one-time distribution would be a negotiable contract item that would need to be taken to the union. Mr. Kirkham suggested sending a letter to the union and if they accept then negotiation is over; however, it does become part of this year's contract. The risk associated with this is the potential that it prompts further negotiations.

Councilor Francis stated that he is in favor of the 1.5% wage increase, noting that some employees did not receive an increase this year. Council President Dingman mentioned that one-time payments are more impactful. There is Council support for both options. Mr. Hagedorn clarified the current number of employees but stated that it does change almost daily. He also provided a spreadsheet showing the various total costs associated various bonus amounts. Mr. Hagedorn also reminded Councilmembers that whatever is decided will take some time to implement, it won't be immediate, as the city has definite pay cycles.

#### **Review of Committee Report and Discussion: Connecting Us, Sustaining Progress (CUSP):**

Councilor Burtenshaw provided a review of the Education Committee CUSP report, noting that comprehensive access to education is what is needed. Some ways to address this may include partnering elected officials with groups such as Idaho Business for Education. Another avenue for providing access to higher education is through the Mayor's Scholarship. Councilor Burtenshaw also noted the importance of early childhood education, which is lacking in our area. Childcare and after school programs are underserved. She also noted that the Idaho National Laboratory is one of the only National Labs that does not provide onsite employee childcare, whereas Melaleuca has onsite daycare and has been voted one of America's best employers for women. Councilor Burtenshaw concluded by saying that her takeaway from the CUSP report basically exhibits a need for the city to become more involved in committees that are already at work around us and to take a more active role. There are a number of local businesses that already participate, but there are no local elected officials on their committees. Mayor Casper noted that the push has been toward legislative action for early childhood education to be funded publicly rather than privately and will pass that dialogue on to Councilmembers.

It was then moved by Councilor Radford, seconded by Councilor Hally, to move into Executive Session (at 7:07 p.m.). The Executive Session is being called pursuant to the provisions of Idaho Code Section 74-206(1)(b) to consider the evaluation, dismissal or disciplining of, or to hear the complaints or charges brought against a public officer, employee, staff member or individual agent. The Executive Session will be held at the City Annex Conference Room. At the conclusion of the Executive Session, the Council will not reconvene into Council Work Session. Roll call as follows: Aye – Councilors Francis, Freeman, Hally, Radford and Burtenshaw. Nay – none. Motion carried.

The City Council of the City of Idaho Falls met in Executive Session, Monday, November 22, 2021 in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:14 p.m.

There were present:

Mayor Rebecca L. Noah Casper



**November 22, 2021 Work Session – Unapproved**

Councilor Lisa Burtenshaw  
Councilor Thomas Hally  
Councilor Jim Freeman  
Councilor Jim Francis  
Councilor John Radford

Also present:

Duane Nelson, Fire Chief  
Ryan Tew, Human Resources Director  
Michael Kirkham, Assistant City Attorney  
Randy Fife, City Attorney

The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(b) to consider the evaluation, dismissal or disciplining of, or to hear the complaints or charges brought against a public officer, employee, staff member or individual agent.

There being no further business, the meeting adjourned at 7:49 p.m.

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Krista Weeks, Deputy City Clerk

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Rebecca L. Noah Casper, Mayor





# City Council Meeting

## Minutes - Draft

680 Park Avenue  
Idaho Falls, ID 83402

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**Tuesday, November 23, 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

**2. Pledge of Allegiance.**

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

**3. Public Comment.**

Mayor Casper requested any public comment not related to items currently listed on the agenda or not related to a pending matter. No one appeared.

**4. Consent Agenda.**

**A. Municipal Services**

- 1)** Canvass of the Vote from the November 2, 2021 City Election  
The Canvass of the Vote is required per Idaho Statute - Section 34-1217.
- 2)** Minutes from Council Meetings  
November 8, 2021 City Council Work Session and Executive Session, and November 10, 2021 City Council Meeting.
- 3)** License Applications, all carrying the required approvals

***Recommended Action:***

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

**5. Regular Agenda.**

**A. Municipal Services**

- 1)** Bid IF-22-02, Tennis Court Remodel at Skyline High School  
This project will provide materials and labor to rehabilitate and remodel the over 30-year-old tennis court at Skyline High School within current standards pursuant to a mutual agreement between the City of Idaho Falls and Idaho Falls School District 91. Idaho Falls School District 91 has agreed to reimburse



the City for 50% of the project costs upon completion.

Municipal Services Director Pamela Alexander appeared. She stated basic maintenance on these courts has occurred over time. She indicated there is \$300,000 available in the Parks and Recreation Capital Improvement Project budget. Councilor Burtenshaw noted the project has been a long time coming. She also noted not all entities could get together at the same time. She stated the hope is for the project to be finished by mid-summer. Councilor Hally stated several individuals have approached the city for some time in regard to the tennis courts.

It was moved by Councilor Burtenshaw, seconded by Council President Ziel-Dingman, to approve the bid received from the lowest responsive and responsible bidder, Renner Sports Surfaces of Salt Lake City, Utah for a total cost of \$287,443.00. The motion carried by the following vote: Aye - Councilors Radford, Freeman, Burtenshaw, Francis, Dingman, Hally. Nay - none.

## **B. Idaho Falls Power**

- 1)** Resolution establishing Idaho Falls Auditorium District's Event Center as a commercial energy rate customer of Idaho Falls Power

The Event Center is projected to have a positive economic impact for the next thirty years while promoting social and cultural development and improving opportunities for education and training of the local labor force. They are projected to consume over one megawatt of power on average per hour, which requires a negotiated power service agreement with Idaho Falls Power.

Idaho Falls Power Director Bear Prairie appeared. He stated more than 1 MG of usage requires a negotiator in conversation with the utility council to ensure it fits within the electric system and to avoid negative effects to the rest of the customer base. He recommended both new customers (agenda items 1) and 2)) be offered the same rate as existing commercial rate customers. Councilor Radford expressed his appreciation to make these buildings efficient toward zero emission goal. He noted this also allows load availability. Councilor Freeman concurred, he believes it's a positive economic impact to Idaho Falls.

It was moved by Councilor Radford, seconded by Councilor Freeman, to approve the Resolution establishing Idaho Falls Auditorium District's Event Center as a commercial energy rate customer of Idaho Falls Power and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Burtenshaw, Dingman, Freeman, Francis, Radford. Nay - none.

### **RESOLUTION NO. 2021-34**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ESTABLISHING IDAHO FALLS AUDITORIUM DISTRICT'S EVENTS CENTER AS A COMMERCIAL ENERGY RATE CUSTOMER OF IDAHO FALLS POWER.

- 2)** Resolution establishing Intermountain Packing as a commercial energy rate customer of Idaho Falls Power.

Intermountain Packing has invested in the most modern and energy efficient technology including



energy efficient motors, lighting and cooling in order to consume energy responsibly while creating critical food supplies and local employment, which benefits and improves the City. They have invested over \$3,200,000 in city infrastructure improvements and over \$20,000,000 in building construction. They are projected to create over 200 jobs with an average wage of \$18 dollars per hour. They are projected to consume over three megawatts of power on average per hour, which requires a negotiated power service agreement with Idaho Falls Power.

It was moved by Councilor Radford, seconded by Councilor Freeman, to approve the Resolution establishing Intermountain Packing as a commercial energy rate customer of Idaho Falls Power and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Radford, Dingman, Freeman, Francis. Nay - none.

RESOLUTION NO. 2021-35

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ESTABLISHING INTERMOUNTAIN PACKING AS A COMMERCIAL ENERGY RATE CUSTOMER OF IDAHO FALLS POWER.

**3) Property Purchase Sale Agreement with LLKM Properties LLC**

This 131-acre land parcel as described in Exhibit A has been identified as an ideal location for Idaho Falls Power's electric generation peaking plant. The industrial zoned property already has IFP's 161kv transmission line on the property and is contiguous to an existing 5 acre parcel already owned by the utility. The appraised value is \$6,427,134.00 which is above the negotiated purchase price.

Director Prairie stated the intent of this property is to site a peaking energy plant to do clean energy research. He also stated IFP is looking to integrate intermittent renewables and retire other traditional resources. He noted IFP has been collaborating with the Idaho National Laboratory (INL). He indicated this plant would be used as a backup with natural gas while working on alternative fuel sources, and would allow the city to continue to have reliable and affordable electricity. Mayor Casper stated the Council has thoroughly discussed this item at previous IFP Board Meetings. Councilor Radford stated the INL gave assurances to use nearby facilities to assist in research. He noted a tour of the INL recently occurred. He also stated the INL also assured the city their technology can help capture carbon from this plant. He believes the energy markets in the western United States are risky, this is being proactive to ensure the city can be a utility to keep the lights on. Councilor Hally explained the peaking process. Councilor Francis stated this opens the potential for a partnership.

It was moved by Councilor Radford, seconded by Councilor Freeman, to approve the Property Purchase Sale Agreement with LLKM Properties LLC of Ammon, Idaho for \$6,033,636.00, and give authorization to the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Dingman, Francis, Freeman, Hally, Radford. Abstain - Councilor Burtenshaw. Nay - none.

**C. Police Department**

**1) Public Transportation Services**

Title 4, Chapter 15 of the City of Idaho Falls Code requires that Public Transportation Operator's licenses



be granted to applicants with a valid chauffeur's license. It is proposed that the word chauffeur be replaced with the word: driver's. Requiring a chauffeur's license is overly burdensome to someone working for a cab company, particularly when you consider independent companies like Lyft and Uber have no such requirement. It is also proposed that the Public Transportation Owner's license expire December 31 of each calendar year to coincide with the city issued inspection sticker.

Idaho Falls Police Captain Jeremy Galbreath appeared. Per Councilor Radford, Captain Galbreath stated Lyft and Uber are free enterprises and he does not believe they will be looked at. He noted inspections occur at the local businesses. Councilor Francis noted this amendment will also assist the Clerk's Office. He explained recent document corrections.

It was moved by Councilor Francis, seconded by Councilor Freeman, to approve the ordinance amending Title 4, Chapter 15 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 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. 3426

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 4, CHAPTER 15 OF THE IDAHO FALLS CITY CODE TO REMOVE THE REFERENCE TO STATE CHAUFFEUR'S LICENSES AND CLARIFYING THE REQUIREMENT THAT APPLICANTS MUST POSSESS A VALID STATE DRIVER'S LICENSE AT THE TIME OF APPLICATION FOR PUBLIC TRANSPORTATION LICENSING, PROVIDING THAT PUBLIC TRANSPORTATION SERVICE OWNER'S LICENSES AND ANNUAL INSPECTION STICKERS SHALL EXPIRE ON THE 31 OF DECEMBER OF THE YEAR THE LICENSE OR STICKER IS ISSUED, AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

**D. Community Development Services**

**1) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Mill Road Townhomes.**

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

There was no discussion.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the Development Agreement for Mill Road Townhomes, and give authorization for the Mayor and City Clerk to execute the necessary documents. 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 accept the Final Plat for Mill Road Townhomes 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 Hally, Francis, Radford, Dingman, Burtenshaw, Freeman. 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 Mill Road Townhomes and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Freeman, Radford, Burtenshaw, Francis, Dingman, Hally. Nay - none.

- 2)** Final Plat and Reasoned Statement of Relevant Criteria and Standards, Idaho Falls Luxury RV Park. Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for the Idaho Falls Luxury RV Park. 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 noted this is the former Sky Vu Drive-In.

It was moved by Councilor Radford, seconded by Councilor Francis, to accept the Final Plat for Idaho Falls Luxury RV Park 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 Hally, Radford, Francis, Dingman, Burtenshaw, Freeman. 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 Idaho Falls Luxury RV Park and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. 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 29.876 acres, Northwest ¼ of Section 7, Township 2 North, Range 38 East.

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of R3, Multiple Dwelling Residential with Airport Overlay Controlled Development and Limited Development Zone which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 29.876 acres, Northwest ¼ of Section 7, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its July 20, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record. She requested applicant presentation. No one appeared.

Mayor Casper requested staff presentation.

Community Development Services Director Brad Cramer appeared. He presented the following:



Slide 1 - Property under consideration

Director Cramer identified adjacent annexed properties including R&D and R3A zoning to the west and R1 zoning to the north. He stated the requested zone is R3 which is a residential zone that allows family development up to 35 units per acre. He also stated the property is contiguous to the west and north. He noted this annexation includes the right-of-way (ROW) that extends to the west to make the entire intersection in city jurisdiction.

Slide 2 - Comprehensive Plan Future Land Use Map

Director Cramer stated this area is shown as a Higher Education Center which anticipates a variety of uses including higher-density housing.

Slide 3 - Aerial photo of property under consideration

Director Cramer identified the surrounding land uses which includes vacant and agricultural land.

Slide 4 - Additional aerial photo of property under consideration

Director Cramer stated the site is currently undeveloped.

Slide 5 - Airport Overlay Map

Director Cramer stated the requested zoning will have two (2) sections of Airport Overlay that will include controlled development and limited development which will have some minor restrictions for residential development.

Slide 6 - Photo looking south

Slide 7 - Photo looking east across the site

Per Mayor Casper, Director Cramer stated the correct acreage is 29, the discrepancy is the inclusion of the ROW. Per Councilor Francis, Director Cramer stated the Planning and Zoning Commission (P&Z) did not hear this annexation before any plan was started with the Innovation District. Councilor Francis believes there are elements (in the Innovation District plan) that would be somewhat inconsistent with R3. Director Cramer stated that project was still in development although not finalized. He noted this corner was identified (in the Innovation District plan) as a potential location for a future town center that would include mixed uses. Councilor Francis believes a decision could change a plan for this area when the plan has not been presented yet by the consultant. Director Cramer stated staff recommended approval under the current plan and policy as the Innovation District is still under development. He also stated the developer has the right to develop per the assigned zone but could also request a rezone. He noted the city could initiate a rezone after four (4) years if nothing has been developed. Councilor Francis reiterated this zone would not be consistent with the potential Innovation District. Mr. Fife stated the Council needs to react to what is being presented with the current application for annexation and initial zoning. He cautioned the voting based upon the idea that Council has the right to change the development. Councilor Francis indicated he would like this information to be passed to the developer through Community Development Services. He believes the Council should be aware of the information as it could create contention which could be addressed if not resolved. Mr. Fife stated the property owner has the right to have Council look at what it is before them. Mayor Casper reminded the Council that a decision does not have to be made immediately. She indicated she had similar questions for Economic Development Coordinator Dana Briggs as Ms. Briggs has been leading the Innovation District conversations. Per Mayor Casper, Director Cramer expressed his concern for postponing as the plan for the Innovation District, although interesting and important to the city, is not an official document and the property owner has the right to have the application considered for what currently exists. He believes it's problematic to delay a decision in anticipation of something that may or may not be approved. He stated the R3A doesn't preclude that particular use from happening in this area as there is still undeveloped land in the general area. He also stated there are other opportunities. He reiterated this annexation is being requested under today's code and policies. Per Councilor Freeman, Director Cramer confirmed a single-family home will be surrounded by this



annexation which is a different property owner.

Mayor Casper requested public comment. Mayor Casper read a recent text message with Ms. Briggs regarding the Innovation District's goals. Ms. Briggs responded by saying she believes it would be preferred not to be R3 but it's okay. Per Councilor Burtenshaw, Director Cramer confirmed the Airport Overlay would have limited disruption. Seeing no additional public comment, Mayor Casper closed the public hearing.

Councilor Radford stated the Council has worked on this area for many years and there are processes that someone could bring forward. Councilor Freeman stated this is a mixed-use area which has been encouraged. He believes this is a good area to live and work. Councilor Burtenshaw believes bike and pedestrian access can be added once the city gets control of the entire roadway.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the ordinance annexing 29.876 acres, Northwest ¼ of Section 7, Township 2 North, Range 38 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Freeman, Francis, Hally, Radford, Burtenshaw, Dingman. Nay - none.

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

ORDINANCE NO. 3427

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 29.876 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 29.876 acres as previously described and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Dingman, Radford, Francis, Burtenshaw, Hally, Freeman. Nay - none.

- 4)** Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R3, Multiple Dwelling Residential with Airport Overlay Controlled Development and Limited Development Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 29.876 acres, Northwest ¼ of Section 7, Township 2 North, Range 38 East.

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of R3, Multiple Dwelling Residential with Airport Overlay Controlled Development and Limited Development Zones which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 29.876 acres, Northwest ¼ of Section 7, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its July 20, 2021, meeting and recommended approval of R3, Multiple Residential with Airport Overlay Controlled Development and Limited Development Zones 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 Education Center" and approve the ordinance establishing the initial zoning for R3, Multiple Dwelling Residential with Airport Overlay Controlled Development and Limited Development Zone 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 - Radford, Freeman, Burtenshaw, Francis, Dingman, Hally. Nay - none.

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

ORDINANCE NO. 3428

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 29.876 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R3; 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 R3, Multiple Dwelling Residential with Airport Overlay Controlled Development and Limited Development Zone and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Hally, Burtenshaw, Dingman, Freeman, Francis, Radford. Nay - none.

- 5) Public Hearing-Rezone from LM, Light Manufacturing to R3, Multiple Dwelling Residential, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 4.997 acres of Lot 1, Block 1, AL-SID Subdivision.

Attached is the application for Rezoning from LM to R3, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for 4.997 acres of Lot 1, Block 1, AL-SID Subdivision. The Planning and Zoning Commission considered this item at its October 5, 2021 meeting and recommended denial by a unanimous vote. Staff does not fully concur with this recommendation.

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

Sky Hazlehurst appeared. Mr. Hazlehurst distributed a traffic generation report per a civil engineer. He stated the traffic generation report describes the impact on Rollandet, which is currently 5,400-5,500 vehicles per day, and may see a 1-2% increase. He also stated this number is based off the maximum density that the zone would allow. Mr. Hazlehurst also distributed documents that include a letter from the Development Workshop Inc. (DWI) indicating that DWI is in favor of more affordable housing for their employees. He also stated the property owner, Alex Perez, has had this property for sale for some time and he appears to be excited for the potential use of this property including public parks. Mr. Hazlehurst indicated he has worked with staff on the Comprehensive Plan (Comp Plan) which fits with high density. He also indicated the R3 zoning has been presented versus the previously presented LC zoning, and he is committed to following the proper steps. Mr. Hazlehurst stated the traffic generation report was based off 100% of traffic off Rollandet and 0% of traffic off McNeil, which shows there is no



intent to use McNeil. He also stated the traffic counts included all times of the day. Mr. Hazlehurst believes this is a good central location for retail and is an excellent location for multi-family development. He also believes the industrial is a great buffer, it's commonly used, and there has been previous success. Mr. Hazlehurst indicated the documents also include screenshots of similar properties/examples of R3 that are adjacent to/butt up to industrial uses.

Mayor Casper requested staff presentation. Director Cramer clarified page 2 of the distributed documents, a preliminary site layout, cannot be considered as part of the decision as this item is a rezone. He identified staff differences from the P&Z as he noted staff does not concur with the P&Z denial although concerns remain the same.

Slide 1 - Property under consideration in current zoning

Director Cramer stated there are a variety of zones in the area including Industrial Manufacturing to the west, Limited Commercial Estate and R3A to the south, and a lot of park zoning to the east and north along with Light Manufacturing and Limited Commercial to the north as well as Industrial Manufacturing. He also stated staff recommended approval due to the surrounding zone which is near parks and green spaces.

Slide 2 - Comprehensive Plan Future Land Use Map

Director Cramer stated the R3A would be appropriate as there is a mix of higher-density housing and employment center. He noted employment center has not historically included housing although higher-density would anticipate a higher-density zone. He also stated, per historical research, this property has been higher-density since 1981 and has been fairly consistent since that time. He reiterated the requested zone is consistent with the map and policies being located near collector and public facilities.

Slide 3 - Aerial photo of property under consideration

Director Cramer stated there are a number of heavy industrial uses in the immediate area to the west and northwest, there are commercial uses to the south, there is residential further south to Sunnyside, and there are parks to the east and north. He noted most of this land is annexed as Industrial and Manufacturing. He also noted staff doesn't discount the concerns of the heavy industrial use.

Slide 4 - Additional aerial photo of property under consideration

Director Cramer stated the property is currently undeveloped although there are a variety of uses surrounding the site. He also stated there would be immediate access to Rollandet, whereas previous requests had limited access to McNeil.

Slide 5 - Photo looking west across the property from Rollandet

Slide 6 - Additional photo looking west

Per Councilor Francis, Director Cramer confirmed there would be no connection onto Thayer Bridge. Per Councilor Burtenshaw, Director Cramer stated access does not have to occur to both streets but there is no code that prevents access to both streets. Per Councilor Radford, Director Cramer stated internal staff does not include the P&Z, noting it is rare that staff does not concur with P&Z. He also stated staff includes the entire Community Development Services Department. He noted this is not an obvious approval or an obvious denial, and it is not an easy decision or request. Also per Councilor Radford, Director Cramer stated staff does not anticipate a unanimous approval or denial, and a denial from P&Z is generally a split vote although he noted this was a unanimous denial. Per Councilor Francis, Director Cramer confirmed LC to the south which would allow housing. Council President Dingman referred to the P&Z minutes noting Commissioner Black's concern. Per Council President Dingman, Director Cramer stated Rollandet is considered a major collector. Council President Dingman stated a criteria for rezone is the potential traffic congestion, including pedestrian traffic. She indicated the nearest crosswalk is Rollandet and Sunnyside which she believes would qualify as potential



traffic-related issues. Per Council President Dingman, Director Cramer stated the maximum build is 35 units per acre.

Mayor Casper requested public comment.

Alex Perez, property owner, appeared. Mr. Perez stated he's had this property for 50+ years, has tried four (4) different businesses, and has always had traffic jams. He believes when the development is done more traffic would be on Park Drive, however there is a housing development south of the church. He does not see where construction would add any more traffic than the church. Mr. Perez stated years ago the country was at war and he was asked to help. He volunteered to help the country fight that war, he is now wondering if that country is going to help him overturn this decision.

Rick Hoffla, Idaho Falls resident, appeared. Mr. Hoffla stated he is the Operations Vice President for Burns Concrete. He noted Burns Concrete has submitted substantial written testimony. He emphasized this is the second time in 15 months that Burns Concrete has dedicated time and resources to oppose a developer's plan to put high-density residential housing in an area that will remain almost comprehensively industrial development. Mr. Hoffla stated the property being considered was zoned Light Manufacturing and Heavy Commercial three (3) years ago which is consistent with uses in the area, this property is near major highways and railways, and is ideally situated for industrial use. He also stated Burns Concrete has significant property holdings along McNeil Drive as well as in the adjacent area. He indicated Burns Concrete acquired this property for proximity to the existing facilities and to be separated from residential development that would avoid any potential mixed-use conflicts. Mr. Hoffla stated it's Burns Concrete position that the property between Rollandet and McNeil serve as a buffer, any residential development would remove this buffer and would be surrounded by industrial which would create a mixed-use conflict where none currently exists. He also stated Burns Concrete respectfully requests the existing industrial property owners' interests be protected. He also encouraged the Council to endorse the P&Z's unanimous decision. He believes residential development in an industrial area is poor planning. He is confident that Burns Concrete and the surrounding land owners will return to this same forum until the city's position on that zoning is made clear.

Rollie Walker, Idaho Falls resident, appeared. Mr. Walker stated he relishes in the memory of putting roads through fields as a place to re-route heavy industrial traffic off of Rollandet. He also stated it was needed then, is needed now, and it works. Mr. Walker stated his family paid for the road. He indicated he went to the neighbors explaining this road would allow another access although there is a bend due to the neighbors who would not pay for it. Mr. Walker believes it was bright and visionary as the city saw a need to remove heavy industrial from regular traffic. He is hopeful it will stay that way to preserve its purpose. Mr. Walker indicated he walks that road every day and realizes turning left is challenging. He also indicated a right-turn only would force the traffic through the industrial. He emphasized the road should be kept for heavy industrial. He believes there needs to be a place for industrial and there is a lot of other land for high-density. He is hopeful the wide road is maintained for heavy industrial as it does its job.

Colby Mitchell, works in Idaho Falls as the managing director at TYG Commercial Real Estate, appeared. Mr. Mitchell stated local housing prices have increased 20-25%, and there is a greater demand for housing as there is a large influx of people moving to this market. He also stated his firm has seen many rezones from commercial or industrial use into R3, and his firm was also involved in a recent rezone from industrial to R3 involving approximately 13 acres around Woodruff Avenue. Mr. Mitchell stated he



has worked with many developers in five (5) states and his experience with Mr. Hazlehurst's character has been very stand up.

Chad Hammond, Idaho Falls resident and owner of IE Productions, appeared. Mr. Hammond stated his company recently purchased property adjacent to this property as they intend to expand their operations and to construct additional light industrial buildings. He also stated IE Productions has been located in this area for approximately 12 years noting this is a great road and is used daily for large industrial businesses. Mr. Hammond stated the property was purchased for commercial property. He understands the problems of residential growth in Idaho Falls although he questioned the number of commercial properties that will support the growth. He believes this property should stay commercial.

Dan Plaizier, Idaho Falls resident, appeared. Mr. Plaizier stated he is the owner of Dan's Collision Repair on 17th and Rollandet as well as the owner of the shop on 20th Street and Leslie, which he purchased in 1983. He noted Leslie directly intersects with McNeil. He also stated the traffic on Leslie and McNeil is substantial but is nothing compared to the traffic on Rollandet. Mr. Plaizier agrees there is a need for affordable housing, although there is a need to look at current traffic patterns and how much room is available to expand any further traffic or pedestrian/bike paths. He indicated he occasionally walks to work and he sees a lot of foot traffic. He also indicated housing is already there, there is no room for more traffic. He also disagrees with a no left-hand turn at that intersection as all that current traffic will find other avenues including Curtis. Mr. Plaizier stated he sees a lot of accidents and this is a bad intersection. He believes planning needs to be done including traffic patterns and industrial buffers. He also believes any apartments are not going to like the loud noise and there will be complaints. He reiterated the big issue is the traffic.

Carl Passino, Idaho Falls resident, appeared. Mr. Passino stated his family owns Arco Electric and a recreational vehicle storage in the adjacent area. He also stated their business makes a lot of noise which was built in this area due to the noise. He fears there will be neighbor conflict if high-density residential is allowed which they do not want as a business. He agrees that residential may make sense in some of the area but any buffer would be a sharp line. Mr. Passino reiterated the potential neighbor conflict.

Connie Bates, Idaho Falls resident, appeared. Ms. Bates stated there is a ditch that runs in front of her property, which could be piped. She expressed her concern for potential vandalizing and abuse of her animals by future neighbors. She believes there could be better use for this property than high-density.

Kirk Burns, owner of numerous acres of industrial property, appeared. Mr. Burns stated there are plans for expansion which was assembled after the road on McNeil drive was established. He believes there is a major traffic issue. He also expressed his disappointment that there were no pictures to the west side of the property. He indicated the P&Z staff report noted existing R3 apartments in the area. He noted the apartments are more than three (3) miles away, there is nothing for multi high-density in the area with the exception of Thayer Bridge in which the outlet is controlled from Sunnyside. Mr. Burns stated the P&Z report also addresses zoning. He believes the original zoning was shopping center-type light industrial which was changed to light commercial in 2018 which was consistent with the area at that time. He indicated the rezone did not follow the Comp Plan. Mr. Burns stated, per Imagine IF, the entire area is recommended as Industrial, there is no discussion for R3 in this area. He believes the intent has always been industrial. Mr. Burns stated the park in the area is the working side of the park. He identified the park areas. He stated there are no walkways, there are two (2) ditches, and 300' of



sidewalk that will go nowhere. He believes the sidewalks are worthless until the city improves the roads. He also understands that 25th Street and Gallaton Avenue will become a main thoroughfare. Mr. Burns stated his business has been very diligent with DWI noting the crosswalk is very long. He believes traffic is going to be an issue, no left-turn onto 17th Street will be an issue, and there is no fixing this in the near future. He described the route of travel stating he would have preferred to see the traffic study. Mr. Burns also noted this is the second request in the previous 15-18 months. He believes this will create a problem that the people moving in won't see. He noted staff encourages street parking. He believes street parking is not needed on Rollandet and McNeil Drive. He also believes why the P&Z decision was clear. He indicated the current plan with imagine IF does not see it. He agrees that high-density is needed although he also understands that commercial industrial areas must be preserved and there must be employment centers to go with high-density. Mr. Burns stated he can't resolve future conflicts with the noise. He realizes this is a different situation than a year ago and he appreciates what the landowner is trying to accomplish, however, large investments have been made in this area for industrial development. He stated he is against the rezone.

Brad Brown, non-Idaho Falls resident, appeared. Mr. Brown expressed his appreciation for the passion from the community. He hopes to be a good member and feels the same way about the community, and he wants to ensure the concerns are not going unheard. Mr. Brown stated city staff can address traffic safety and concerns at the proper time, this area has been in the Comp Plan for the previous four (4) years, he believes this is a good area for a R3-type use, and there is a good buffer between the park and the industrial area. Mr. Brown stated he has heard concerns to protect the interest, he understands this and he wouldn't expect less. He also believes Mr. Perez' property rights should be considered and he should be treated fairly. Mr. Brown requested the Council react to what is being presented at this time per the Comp Plan. He noted Imagine IF is a future document. He stated he is in favor of the rezone. He hopes the rezone will benefit the community, they have good faith to address the concerns, and they will work with the property owners for the best solution for all.

Linda Szimhardt, Idaho Falls resident, appeared. Ms. Szimhardt understands the city needs residential and R3 would take the stress off the needs. She believes there are good intentions, although she does not agree this is the right spot as there are no services in the area. She also believes this would be a conflicting use of the current and planned industrial use, and the traffic would still be going through the industrial area with a left-turn lane. She understands the Melaleuca building in this area will also add to the traffic concerns. Ms. Szimhardt believes R3 could co-exist in other areas but not next to industrial as she see conflicts in the area along with the traffic concerns.

Per Councilor Francis, Director Cramer identified the zoning designations for each parcel. He confirmed there is no Light Manufacturing south or west of the property.

Mr. Hazlehurst reappeared. He stated the ROW dedication is to be part of the development. Mr. Fife reminded the Council this item is a rezone. Mr. Hazlehurst believes the concerns are based on the development, he is comfortable with the use.

Mayor Casper closed the public hearing.

Councilor Radford stated Council puts their trust in P&Z and he does not see a compelling reason to go against P&Z. He does not believe finding conflict will help the cause long-term and he will be voting against the rezone. Councilor Francis noted the P&Z expressed doubt. He questioned this same doubt



several months ago as there was no connection to Thayer Bridge although he realizes this rezone request does connect Thayer Bridge. Councilor Burtenshaw expressed her concern for high-density being a buffer as she sees a buffer as a transition. She believes people need the buffer, the park doesn't need the buffer. She does not believe the rezone fits the intent of the property. Councilor Hally stated he has previously been a DWI Board Member. He can't imagine this being a good spot for kids, he does not believe it's a good location. Councilor Freeman expressed his concern that a rezone cannot control what the developer develops. He believes this feels like a spot zone. Councilor Francis does not believe this would be spot zoning. He understands the traffic and noise concerns although buffering is part of the developer's responsibility. He indicated the Council has approved a similar rezone at Snake River Landing. Councilor Radford believes there is responsibility of the appellant for a rezone when there is predictability of owners. He also believes there would be other options as the property owner. Councilor Francis stated the property owner has inherited rights. Mayor Casper expressed her gratitude to all those involved. She believes the best use of this land will be identified.

It was moved by Councilor Radford, seconded by Councilor Burtenshaw, to deny the ordinance rezoning this described acreage for 4.997 acres of Lot 1, Block 1. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Radford, Dingman, Freeman. Nay - Councilor Francis.

Following discussion regarding the modified Reasoned Statement of Relevant Criteria and Standards, it was moved by Councilor Radford, seconded by Councilor Burtenshaw, to approve the Reasoned Statement of Relevant Criteria and Standards for the denial of the rezone because of the residential incompatibility with the primary use of the area, the traffic concerns, the safety concerns, and the design concerns. Mr. Fife believes 'concerns' is neutral, he suggested addressing the negative impacts. It was then moved by Councilor Radford, seconded by Councilor Burtenshaw, to approve the Reasoned Statement of Relevant Criteria and Standards for the denial of the rezone because of the negative impacts of residential incompatibility with the primary use of the area, the negative impacts of the traffic concerns, the negative impacts of the safety concerns, and the negative impacts design concerns. Director Cramer restated the denial reasons included in the Reasoned Statement of Relevant Criteria and Standards. The motion carried by the following vote: Aye - Councilors Dingman, Burtenshaw, Freeman, Hally, Radford. Nay - Councilor Francis.

#### **E. City Attorney**

##### **1) Ordinance Revising and Standardizing Title 2 of City Code**

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.

Mr. Fife stated this amendment is for consistency and the desires of the Department Directors. He noted four (4) committees will be eliminated, and because the committees will no longer be used the number of chapters in Title 2 will be reduced to reflect that. He also noted some language has been changed since previous discussion. Councilor Francis explained those changes. Councilor Hally expressed his appreciation to Legal and Councilor Francis. He believes it's a good idea to standardize



functions as it protects the integrity of the Council. Councilor Radford also expressed his appreciation although he noted he would not have eliminated Traffic and Safety Committees.

It was moved by Councilor Hally, seconded by Councilor Radford, to approve the ordinance revising Title 2 of the City Code 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 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. 3429

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 REMAINING TITLE 2 CHAPTERS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

**6. Announcements.**

Mayor Casper announced the Idaho Falls Soup Kitchen and the Salvation Army will be serving meals for Thanksgiving.

**7. Adjournment.**

There being no further business, the meeting adjourned at 10:22 p.m.

---

Kathy Hampton, City Clerk

---

Rebecca L. Noah Casper



**File #:** 21-336

**City Council Meeting**

**FROM:** Bear Prairie, General Manager  
**DATE:** Monday, November 29, 2021  
**DEPARTMENT:** Idaho Falls Power

## Subject

IF 22-01 Line Clearance Services

## Council Action Desired

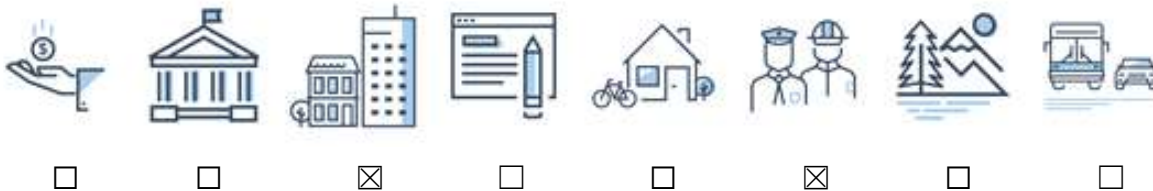
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc)

Approve the Line Clearance Services contract with Davey Tree Surgery Company of Livermore, California for a total not-to-exceed amount of \$500,000.00 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 (IFP) solicited bids from qualified contractors to clear tree encroachments from overhead power lines and around city substations. Davey Tree Surgery Company was the lowest responsive, responsible bidder at \$6,246.80 per week, or approximately \$324,833.60 per year.

## Alignment with City & Department Planning Objectives



This action supports our readiness for a safe community by clearing potential hazards from power lines and substations. This action also supports the reliability element of the IFP Strategic Plan.



**Interdepartmental Coordination**

The City Attorney and Idaho Falls Power worked on this agreement.

**Fiscal Impact**

\$500,000.00 is budgeted for line clearing in the Idaho Falls Power 2021/22 budget.

**Legal Review**

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



Idaho Falls Power						
Bid Tabulation						
Project: Stephen Boorman AGM			Number: 22-01			
Submitted:			Date: November 16, 2021			
Description	Estimated Quantity	Unit	Bidder	Bidder	Bidder	Bidder
			Total Amount	Total Amount	Total Amount	Total Amount
Acknowledgement of Addendums 1 and 2			ASplund	8,815.16	Davey Tree	12,410.80
Yes/No						
Project: IFP 22-01 Tree Trimming						
Recommended award						\$

Witnesses

Steph Loh Boorman, IFP

Davey Tree

Brad A. Felt

Nikki Bradford



## **CONTRACT FOR CONSTRUCTION**

### **Idaho Falls Power Line Clearance Project**

THIS CONTRACT, made and entered into this 17th day of November, 2021 by and between the City of Idaho Falls, Idaho, hereinafter called City, and Davey Tree Surgery Company of Livermore, CA, hereinafter called Contractor.

WITNESSETH THAT, the City and the Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### **CONTRACT DOCUMENTS**

Contractor agrees, at his own proper cost and expense, to do all the work and furnish all the materials, tools, labor and all appliances, machinery, and appurtenances for the Line Clearance Project in accordance with the Proposal made by the Contractor on the 16th day of November 2021 all in full compliance with the Contract Documents referred to herein. The "ADVERTISEMENT FOR BIDS," the signed copy of the "PROPOSAL", the "INSTRUCTIONS TO BIDDERS," and the "SPECIFICATIONS" titled **Line Clearance Contract Specifications** and the fully executed "PAYMENT BOND," "PERFORMANCE BOND," "CERTIFICATE(s) INSURANCE," Liability and Workers Compensation, are hereby referred to and by reference all made a part of this Contract, as fully and completely as if the same were fully set forth herein.

The Owner agrees to pay to the Contractor for the performance of said Contract a total Contract price as stated in the proposal.

#### **CONTRACT TIME AND PAYMENT**

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 will be completed by September 30, 2022.

The Contract shall to automatically renew for two (2) one (1) year terms, unless either party provides the other party with thirty (30) days written notice prior to the renewal that the party elects to not renew the Contract.

Contractor may, with thirty (30) days written notice prior to the renewal, adjust the rates under this agreement for inflation. Such adjustment shall be based on the U.S. Consumer Price Index of all Urban Consumers, U.S. City Average ("CPI-U") for the previous twelve (12) months.

#### **TERMINATION FOR CONVENIENCE**

The City reserves the right to terminate this contract at any time at its sole discretion, with or without cause. In such event, the City shall serve written notice upon Contractor of its exercise of such right, which notice shall be delivered not less than seven (7) days prior to the date of such termination. Such



notice shall be deemed delivered upon its deposit in the U.S. mail, postage prepaid, addressed to the Contractor's last known mailing address, or upon physical delivery of such notice to an officer or agent of Contractor.

In the event of such termination, the City shall, within thirty (30) days after the date of termination, pay Contractor for all work performed prior to the termination date, in accordance with the payment provisions of this Agreement.

### **CONTRACT EXECUTION AND BONDS**

The Contractor agrees to execute this Contract and to deliver to the City of Idaho Falls, security for faithful performance of the Contract in the amount of one hundred percent (100%) of the Contract amount and security for the protection of persons supplying labor or materials for the Contract in the amount of one hundred percent (100%) of the Contract amount within ten (10) days after receipt of notification of acceptance of his Proposal. Such security may be in the form of a Certified Check or Cashier's Check drawn on a bank in good standing; Performance Bond and Payment Bond in the form specified in the Contract Documents and issued by a Surety authorized to issue such bonds in the State of Idaho; or Government Obligations, as defined under Idaho Code Section 54-1901 (2)(h).

If Government Obligations are used in lieu of payment and performance bonds, then separate obligations shall be delivered for the payment and performance security. Such obligations shall be physically delivered to the City in accordance with the provisions of Idaho Code Section 54-1926A and shall be accompanied by a Power of Attorney executed by all owners thereof and in the form specified in the Contract Documents. Each of the obligations shall have a market value on the date of their delivery to the Owner, of not less than one hundred percent (100%) of the Contract amount. If the Contractor elects to deliver a certified check or cashier's check, the Contractor shall also execute and deliver performance and payment security agreements in the form specified by the City. In the event the market value of either of such bonds decreases to an amount less than one hundred percent (100%) of the contract amount, at any time during the performance of the contract, Contractor shall immediately, upon demand of the City, furnish additional government obligations or cash security sufficient to restore the amount of the security to the amount set forth above. If Contractor fails to provide such additional obligations, the City may immediately and without further notice terminate Contractor's right to complete the remainder of the work. In such event, Contractor shall remain responsible for any damages suffered by the City as a result of such termination.

### **CERTIFICATE OF INSURANCE**

Contractor agrees to furnish to the City, **Certificate or Certificates of Liability and Worker's Compensation** insurance, executed by insurance companies authorized to do insurance business in Idaho, certifying that policies of insurance as required by the Contract have been duly issued to the Contractor and its subcontractors where required. **This paragraph applies to all insurance required by the Contract, including, but not limited to, Worker's Compensation Insurance.**

### **PAYMENT OF TAXES, EXCISES, AND LICENSE FEES**

Pursuant to the provisions Section 63-1503 of the Idaho Code, the Contractor, in consideration of securing the business of erecting or constructing public works in the State of Idaho, recognizing that the business in which the Contractor is engaged is of a transitory character, and that in the pursuit thereof, the Contractor's property used therein may be without the State of Idaho when taxes, excises, or license fees to which the Contractor is liable become payable, agrees:



a) To pay promptly when due all taxes (other than on real property), excises, and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term;

b) That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof;

c) That, in the event of the Contractor's default in the payment or securing of such taxes, excises, and license fees, to consent that the Owner may withhold from any payment due the Contractor under the Contract the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said Contractor is liable.

d) That pursuant to the provisions Section 63-1504 of the Idaho Code, the Contractor shall furnish the Owner evidence that the Contractor has paid all taxes, excises, and license fees due to the State of Idaho and its taxing units, due and payable during the term of the Contract for such construction, and that the Contractor has secured all such taxes, excises and license fees liability for the payment of which has accrued during the term of such Contract, notwithstanding that they may not yet be due or payable.

e) **TO FILL OUT AND RETURN THE IDAHO STATE TAX COMMISSION FORM WH-5 TO THE CITY WITH THE SIGNED CONTRACT.**

### **APPLICATION FOR PAYMENT**

If Contractor faithfully performs the work herein embraced, in accordance with the Contract Documents, the City agrees to pay to the Contractor the amounts set forth in the Proposal, and the Contract Documents, in the manner and at the times provided in the Contract Documents. The City must receive a Public Works Contract Tax Release fully executed by the State of Idaho, Department of Revenue and Taxation prior to payment of retainage to the Contractor.

### **WARRANTY**

The Contractor warrants all defects in the workmanship or materials performed or furnished under this Contract for which there are no specifications or specific provisions in the Contract Documents for a period of one (1) year after the acceptance thereof by the City. In the event of Contractor's breach or failure to conform to the specifications set forth in the Contract Documents, the City may require Contractor to remedy such breach at any time within five (5) years after final acceptance of the project by the City.

### **ATTORNEY FEES**

In the event Contractor defaults in the performance of its obligations hereunder and it becomes necessary to commence and prosecute legal action to enforce Owner's rights hereunder, Contractor shall pay all reasonable attorneys fees and costs incurred by Owner, if Owner is determined to be the prevailing party.

### **FINAL AGREEMENT**

This Contract evidences the complete and final agreement of the parties hereto and no other prior statement, understanding or representation shall be binding upon the parties hereto, except as expressly set forth herein.



**BINDING EFFECT**

This Contract shall be binding upon the heirs, successors, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, each herewith subscribe the same this 17th  
day of November, 2021.

CITY OF IDAHO FALLS, IDAHO

(seal)

\_\_\_\_\_  
Mayor

Attest: Kathy Hampton  
City Clerk

Davey Tree Surgery Company

(contractor)

(seal)

Emil Stahli  
(signature) Emil Stahli

Vice President of Finance

(title)

SEE NOTARY  
ATTACHMENT

Initials: CS  
Date: 11/17/2021

Attest: [Signature]  
(secretary) Kevin Peters

Lisa Coyer  
(witness)

Davey Tree Surgery Company, 2617 South Vasco Rd., Livermore, CA 94550

(complete business address)



# Memorandum

File #: 21-340

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Tuesday, November 30, 2021  
**DEPARTMENT:** Municipal Services

## Subject

Bid IF-22-F, Purchase Two Replacement and One New Automizer Side Loader Trucks for Public Works

## Council Action Desired

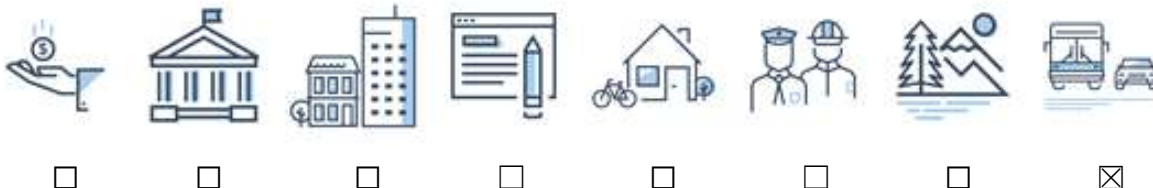
- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the purchase of two replacement and one new automizer side loader trucks for Public Works from the Sourcewell cooperative purchasing contract #060920-PMC from SWS Equipment, LLC for a total of \$913,369.40 or take other action deemed appropriate.

## Description, Background Information & Purpose

This purchase will replace units #7028 and 7029 both 2016 side loader trucks for the Sanitation division that have reached their useful life and are scheduled for replacement for a total trade-in value of \$89,350.00. The Sanitation division is also requesting to purchase one new automizer side loader truck as a budgeted, addition to the fleet.

## Alignment with City & Department Planning Objectives



The purchase of the automizer side loader trucks supports the reliable public infrastructure and transportation community-oriented result by replacing equipment that has reached its useful life and acquiring new equipment in



response to growth of the city.

**Interdepartmental Coordination**

The Public Works Department concurs with the award recommendation.

**Fiscal Impact**

Funds to purchase the replacement and addition to the fleet are within the 2021/22 Municipal Equipment Replacement Fund budget for Public Works, Sanitation Division in the amount of \$975,000.

**Legal Review**

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





## SWS Equipment, LLC

6515 E Nixon Ave,  
Spokane, WA 99212

5095339000 Fax: 509-533-1050  
1-800-892-7831

## QUOTE

Quote #: PHFDQ5950-05

Date: 11/29/21

Sales Rep: Phil Davison

Customer No:

FOB: Idaho Falls, ID

Ship Via: Best Way

Est. Ship Date:

Terms: Net 30

### Quote To:

City Of Idaho Falls  
Jordan Rechenmaker  
2472 N Holmes  
Idaho Falls ID 83405  
(208) 241-0916 Fax:

### Ship To:

City Of Idaho Falls  
Jordan Rechenmaker  
2472 N Holmes  
Idaho Falls ID 83405  
(208) 241-0916

### We are pleased to propose the following for your consideration

Qty	Description	Unit Price	Ext. Price
3.0	Sourcewell Labrie Contract # 091219-LEG & Sourcewell Peterbilt Contract # 060920-PMC City of Idaho Falls Member ID # 24221		
3.0	Labrie Automizer Right Hand Side Loader Unitized Body 31 cu. yd (27+4)	\$245,720.00	\$737,160.00
3.0	Peterbilt 520 Chassis	\$163,942.00	\$491,826.00
3.0	One (1) Unheated bus type mirror on cab LH side (for Cab Over chassis without Labrie cab conversion)	\$500.00	\$1,500.00
3.0	Crusher Panel (Panel width will vary according to arm or body config)	\$8,140.00	\$24,420.00
3.0	Heavy Duty Arm and Grabber	\$6,860.00	\$20,580.00
3.0	Spill shield: installed behind grabber	\$780.00	\$2,340.00
3.0	Hydraulic Oil Heater in tank (electric 110V)	\$2,440.00	\$7,320.00
3.0	Body control valve: electric-over-hydraulic	\$2,820.00	\$8,460.00
3.0	Back up lights: Qty 2 additional on tailgate - LED type	\$1,340.00	\$4,020.00
3.0	Light: amber strobe 6in Whelen L10 in center of tailgate: in-cab switch - Qty 1	\$1,040.00	\$3,120.00
3.0	Multifunction Lights Package: Multifunction round amber lights (4). Oval center brake light, red, in upper tailgate (1). Round brake lights, red, in upper tailgate light bar (2) - Includes Alternating Flashing Lights	\$2,180.00	\$6,540.00
3.0	Work light kit: dual, in-cab single manual switch - 4 LED type ----Arm and Hopper	\$1,340.00	\$4,020.00
3.0	Dual Zone Defense cameras (no shutter) (Only model available with DVR monitor). Monitor must be selected separately. Heater. No Shutter	\$4,760.00	\$14,280.00
3.0	Zone Defense 7in color LCD monitor Included in system base price. Split screen. Touch screen		
3.0	Hopper LH-Side (4)		
3.0	Tailgate Center 2/3 (1)		



Qty	Description	Unit Price	Ext. Price
3.0	Clean out tools (broom, hoe & shovel kit including brackets; installed at front-of-body)	\$300.00	\$900.00
3.0	Anti-Sail Bars On Rear Mudflaps; n/a with tag axle	\$760.00	\$2,280.00
3.0	1 Color Urethane Body Paint	\$2,240.00	\$6,720.00
3.0	Hopper Floor Liner: 0.250" Hardox 450 steel		
SubTotal			\$1,335,486.00
3.0	SourceWell Discount of 51% on Body Only	-\$143,422.20	-\$430,266.60
3.0	Steel Surcharge	\$12,000.00	\$36,000.00
3.0	Groeneveld Auto Lube on Chassis and Body	\$7,500.00	\$22,500.00
3.0	PDI		
3.0	Freight to Spokane from Labrie	\$9,333.33	\$27,999.99
3.0	Freight from Spokane to Idaho Falls	\$3,666.67	\$11,000.01
1.0	Trade-In Credit for #7028 2015 Peterbilt / Labrie Automizer (Spring 2023)	-\$40,000.00	-\$40,000.00
1.0	Trade-In Credit for #7029 2015 Peterbilt / Labrie Automizer (Spring 2022)	-\$49,350.00	-\$49,350.00
Order Total			\$913,369.40

PRICES SUBJECT TO CHANGE DUE TO CHANGING STEEL PRICES - SALES TAX NOT INCLUDED - THANK YOU!

By: \_\_\_\_\_ Accepted \_\_\_\_\_ Date \_\_\_\_\_

QUOTE VALID FOR 30 DAYS

**PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE**



**File #:** 21-337

**City Council Meeting**

**FROM:** Brad Cramer, Director  
**DATE:** Tuesday, November 30, 2021  
**DEPARTMENT:** Community Development Services

## Subject

Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 0.586 acres, Southwest ¼ of Section 9, Township 2 North, Range 38 East.

## Council Action Desired

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

1. Approve the Ordinance annexing 0.586 acres, Southwest ¼ of Section 9, Township 2 North, Range 38 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 0.586 acres, Southwest ¼ of Section 9, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of HC, Highway Commercial which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 0.586 acres, Southwest ¼ of Section 9, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its November 9, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

## Alignment with City & Department Planning Objectives





Consideration of annexation must be consistent with the principles of the Comprehensive Plan which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

**Interdepartmental Coordination**

The annexation legal description has been reviewed by the Survey Division.

**Fiscal Impact**

NA

**Legal Review**

This application and ordinance have been reviewed by Legal pursuant to applicable law.




## Legend

 ANNX21-015

 City Limit


## Overlays

 PT


 PT&T-1

 PUD


 T-1

 T-2

## Zoning


 RE

 RP

 R1

 R2

 TN

 RMH

 R3

 R3A


 PB

 CC


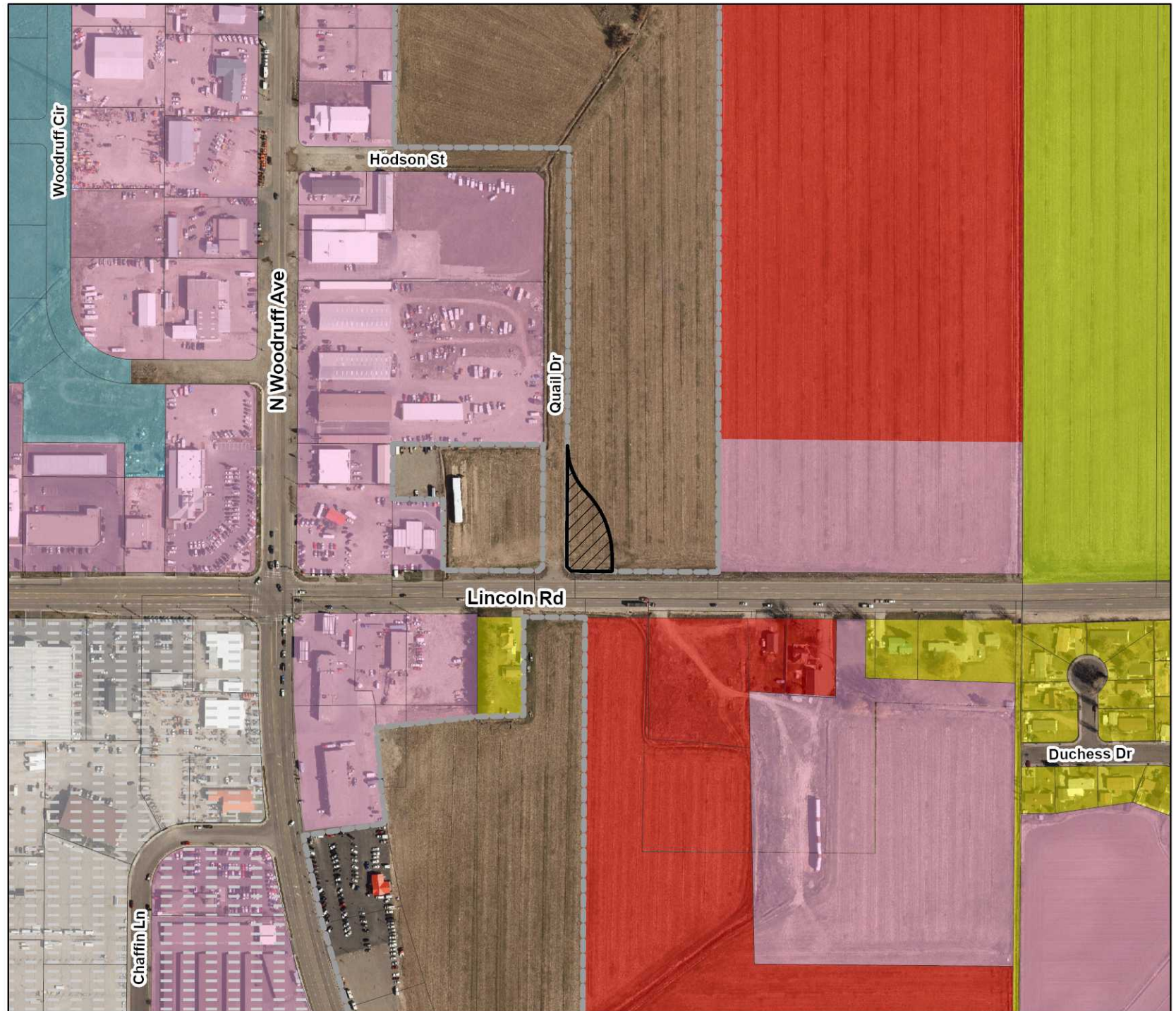
 LC

 HC

 R&D

 LM

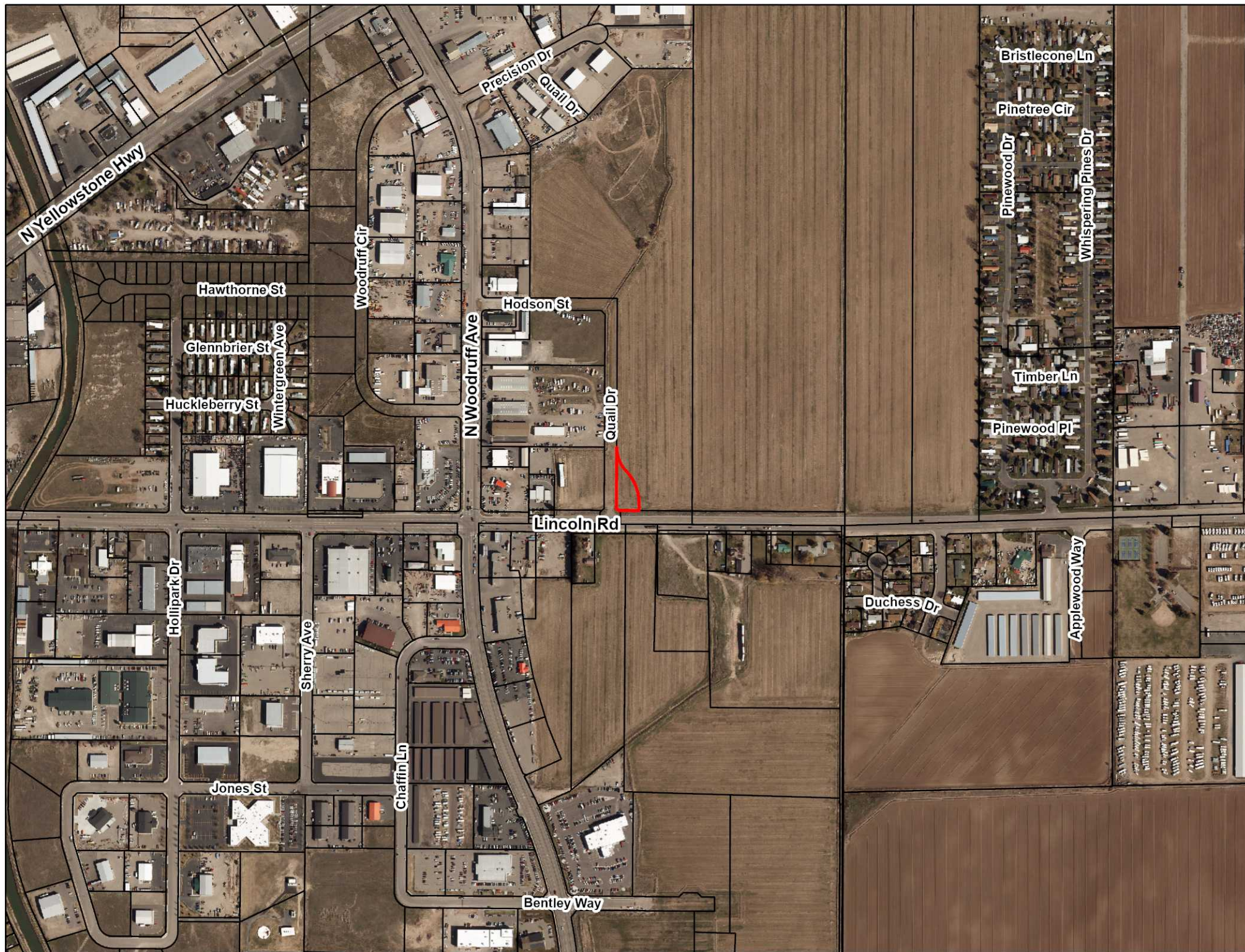
 I&M

 P



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

















# Annexation and Initial Zoning

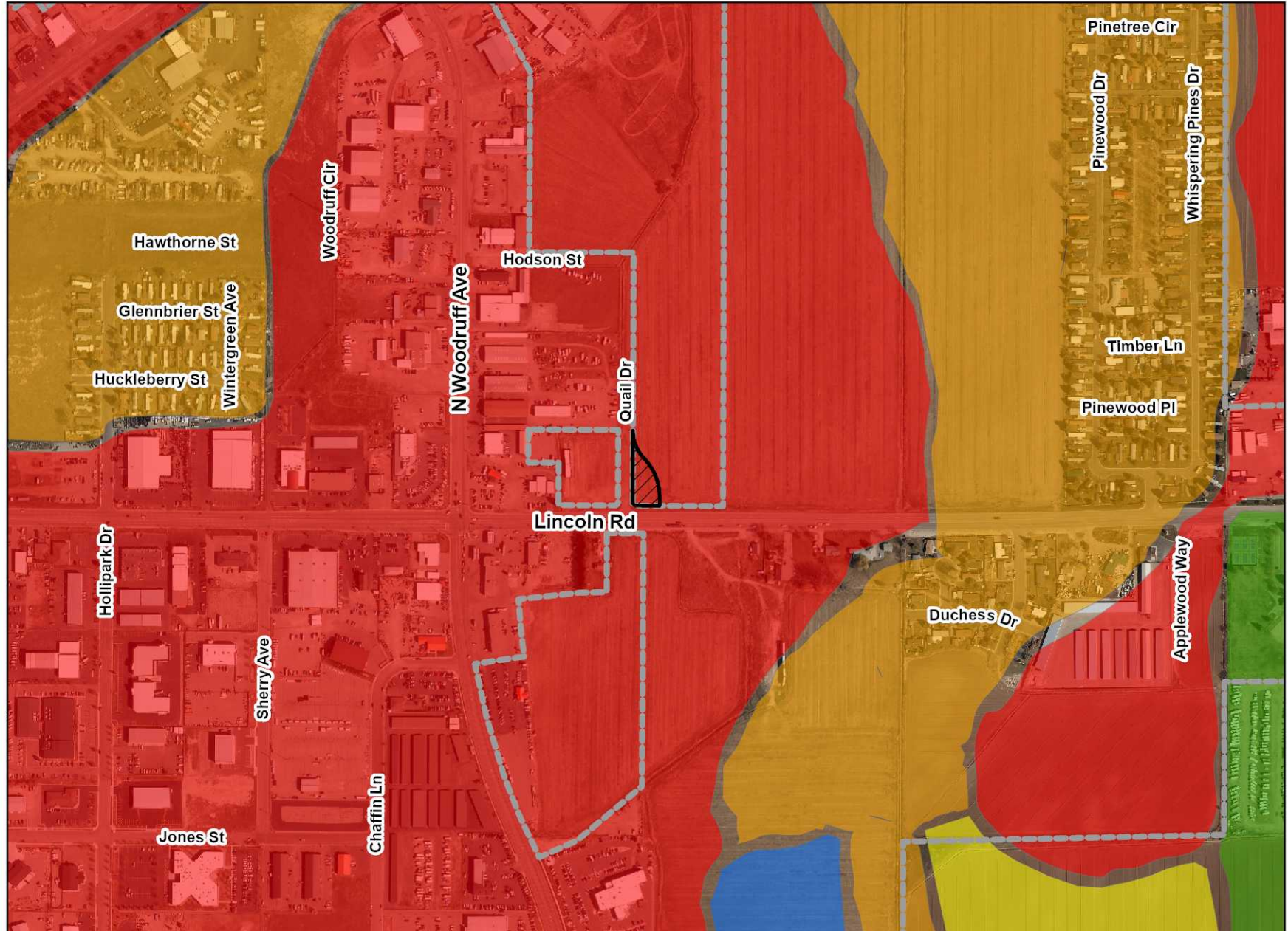
## ANNX21-015 Quail Drive Right of Way Annexation - Initial Zone HC

 Estate	 Greenbelt Mixed Uses	 Commercial	 Higher Education Centers	 Railroad-related industrial
 Low Density	 Parks and Recreation	 Employment Centers	 Planned Transition	
 Higher Density	 Public Facilities and Open Spaces	 Medical Services Centers	 Highway-related industrial	

### Comprehensive Plan



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





**STAFF REPORT**  
**Annexation and Initial Zoning of HC**  
**Quail Drive Right of Way**  
**SW ¼ of Sec 9, T2N, R38 E**

**December 9, 2021**



Community  
Development  
Services

**Applicant:** Connect Engineering

**Project Manager:** Caitlin Long

**Location:** Generally, north of Lincoln Rd, east of Quail Dr, south of N Yellowstone Hwy, west of Pinewood Dr.

**Size:** Approximately 0.586 acres

**Zoning:**  
Existing: County RA-1  
North: County RA-1  
South: County R-1/LC  
East: HC  
West: HC/County A-1

**Proposed Zoning:** HC

**Existing Land Uses:**  
Site: Ag  
North: Ag  
South: Ag/Commercial  
East: Ag  
West: Ag/Commercial

**Future Land Use Map:**  
Commercial

**Attachments:**  
1. Comprehensive Plan Policies  
2. Zoning Information  
3. Maps & Aerial Photos

**Requested Action:** To approve the annexation and initial zoning of HC, Highway Commercial.

**Staff Comments:** The property is located north of Lincoln Rd, east of Quail Dr, south of N Yellowstone Hwy, west of Pinewood Dr. This annexation request is for a change in alignment of Quail Dr. to accommodate future development south of Lincoln Rd. The change for Quail Dr. requires the road right-of-way to be annexed into the city. A right of way plat has also been submitted for the Quail Dr. Right-of-way adjustment. Quail Dr. was an unbuilt county right-of-way that was part of the city-initiated annexations in the area.

**Annexation:** This is a Category “A” annexation as it is requested by the property owner. The property is contiguous to City limits on the south easy property line and within the Area of City Impact. Annexation of the property is consistent with the policies of the City’s Comprehensive Plan.

**Initial Zoning:** The proposed zoning is HC, Highway Commercial. The Comprehensive plan identifies this property as Commercial. The HC Zone is consistent with the surrounding parcels.

**Staff Recommendation:** Staff recommends approval of the annexation and initial zoning of HC as it is consistent with the policies of the Comprehensive Plan.



## Comprehensive Plan Policies:

**Design of future streets and improvement to existing streets should correspond with planned land use type and intensity of development.** (pg. 80)

## Zoning Ordinance:

### 11-3-5: PURPOSE OF COMMERCIAL ZONES

(D) **HC Highway and General Commercial Zone.** This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the Zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of way for travel purposes, and a wide variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the City.

**Table 11-3-5: Dimensional Standards for Commercial Zones**

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	*	50
<b>Setbacks – Minimum in ft.</b>				
Front		20	20*	20
Side			*	
Rear			*	
Landscape buffer contiguous to street* in ft.	7*	15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-6) of this Zoning Code.				



<b>Proposed Land Use Classification</b>	<b>RE</b>	<b>RP</b>	<b>R1</b>	<b>R2</b>	<b>TN</b>	<b>RMH</b>	<b>R3</b>	<b>R3A</b>
Religious Institution*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Residential Care Facility							P	P
Retail					P*			C <sub>2</sub>
School*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Short Term Rental*	P	P	P	P	P	P	P	P
Transite Station								P

(Ord. 3218, 9-13-18) (Ord. 3277, 10-10-19)

#### 11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

**Table 11-2-2: Allowed Uses in Commercial Zones**

P = permitted use. C <sub>1</sub> = administrative conditional use. C <sub>2</sub> = Planning Commission conditional use. C <sub>3</sub> = City Council conditional use. A blank denotes a use that is not allowed in that zone.					
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.					
	<b>Commercial</b>				
<b>Proposed Land Use Classification</b>	<b>PB</b>	<b>CC</b>	<b>LC</b>	<b>HC</b>	<b>PT</b>
Accessory use*	P	P	P	P	P
Accessory use, Fuel Station*		P	P	P	
Accessory use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, accessory unit *		P	P	P	P
Dwelling, multi-unit*		P	P		P
Dwelling, single unit attached			P		
Dwelling, single unit detached			P		
Dwelling, two unit			P		P
Eating establishment		P	P	P	P
Eating Establishment, limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P



<b>Proposed Land Use Classification</b>	<b>PB</b>	<b>CC</b>	<b>LC</b>	<b>HC</b>	<b>PT</b>
Equipment Sales, Rental and Services			P	P	
Food Processing, small scale				P	
Food store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Industry, craftsman	P	P	P	P	
Industry, light		P		P	
Information Technology	P	P	P	P	P
Laundry and Dry Cleaning		P			P
Live-Work*	C <sub>2</sub>	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		C <sub>3</sub>	C <sub>3</sub>		C <sub>3</sub>
Public Service Facility*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School*		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		C <sub>2</sub>	P	P	
Storage Facility, Indoor		P	P	P	P
Storage Facility, Outdoor				P	
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle and Equipment Sales			P	P	
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		C <sub>2</sub>	C <sub>2</sub>	P	

(Ord. 3210, 8-23-18) (Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord. 3277, 10-10-19)



November 9, 2021

7:00 p.m.

Planning Department

City Annex Building

**MEMBERS PRESENT:** Commissioners Brent Dixon, Natalie Black, Joanne Denney, Gene Hicks, Margaret Wimborne, Lindsey Romankiw, George Morrison

**MEMBERS ABSENT:** Arnold Cantu.

**ALSO PRESENT:** Planning Director Brad Cramer, Assistant Planning Director Kerry Beutler, and planners Naysha Foster and 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:** Black moved to approve the Minutes from October 5, 2021, Hicks seconded the motion and it passed unanimously.

Hicks moved to approve the Minutes from October 19, 2021, Denney seconded the motion and it passed unanimously.

**Public Hearing (s):**

**1. ANNEX 21-015: ANNEXATION/INITIAL ZONING. Annexation and Initial Zoning of HC.**

Dixon opened the public hearing.

**Applicant: Barry Bane, Connect Engineering, 2295 N Yellowstone, Unit 6, Idaho Falls, Idaho.** Bane indicated that the annexation request is a small piece that is directly off of Lincoln Road, and they are asking for annexation of this parcel as it will be the new right of way for Quail Drive. Bane stated they have a right of way Plat submitted to the City that will accompany this when it goes to City Council. Bane stated they are moving Quail Drive east because they have a preliminary plat submitted so Quail Drive can continue south to connect to Bentley, and by moving this right of way to the east it allows Quail Drive to line up. Bane met with staff and there were no concerns raised.

Hicks asked if they are only bringing the road over to make alignment for future activities. Bane agreed that it will align to continue to the south.

Dixon asked what happens to the part of Quail Drive that will no longer be road. Bane deferred to staff and added that they would have to submit a vacation for that portion and the right of way would go back to the owner of the property to the west.

Long presented the staff report, a part of the record.

Dixon clarified that the City property that is adjacent to this parcel is across the road, and roads and canals are considered zero width.

**No one appeared in Support/Opposition.**



**Hicks moved to recommend to the Mayor and City Council approval of the Annexation of the Quail Drive Right of Way SW ¼ of Section 9, T2N, R 38 E, with initial zoning of HC, Black seconded the motion. Dixon called for roll call vote: Black, yes; Denney, yes; Romankiw, yes; Hicks, yes; Morrison, yes; Wimborne, yes. The motion passed unanimously.**



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

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 0.586 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Exhibit A of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Exhibit A is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City pursuant to procedures of Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands, where necessary; and

WHEREAS, City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:



- 1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the Council that the lands described herein below in Exhibit A of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

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

SECTION 1. Annexation of Property. The lands described in Exhibit A are hereby annexed to the City of Idaho Falls, Idaho.

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. Findings. The findings contained in the recitals of this Ordinance be, and the same are hereby adopted as the official City Council findings for this Ordinance, and any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.



SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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

(SEAL)

STATE OF IDAHO                    )  
  : ss.  
County of Bonneville            )



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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 0.586 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

---

Kathy Hampton, City Clerk

(SEAL)



**Exhibit "A"**  
LEGAL DESCRIPTION (Page 1 of 1)

ANNEXATION IN A PORTION OF THE SW 1/4, SECTION 9, T. 2 N., R. 38 E., B.M.

COMMENCING at the Southwest Corner of Section 9, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S 89° 38' 54" E along the south line of said Section 9 for a distance of 1651.15 feet; thence N 00° 21' 06" E for a distance of 67.00 feet to a point on the north boundary of City of Idaho Falls Annexation Ordinance No. 3289, said point being the TRUE POINT OF BEGINNING; thence along the boundary of said Annexation Ordinance No. 3289 for the following three (3) courses: thence N 89° 38' 54" W for a distance of 126.27 feet; thence N 44° 41' 16" W for a distance of 14.11 feet; thence N 00° 16' 22" E for a distance of 349.29 feet to the beginning of a non-tangential curve; said curve turning to the left through an angle of 33° 31' 11", having a radius of 170.00 feet, an arc length of 99.46 feet, and whose long chord bears S 16° 29' 13" E for a distance of 98.04 feet; thence S 33° 14' 48" E for a distance of 87.18 feet to the beginning of a curve, said curve turning to the right through an angle of 33° 35' 54", having a radius of 240.00 feet, an arc length of 140.74 feet, and whose long chord bears S 16° 26' 51" E for a distance of 138.73 feet; thence S 00° 21' 06" W for a distance of 40.00 feet; thence, S 44° 38' 54" E for a distance of 28.28 feet to the TRUE POINT OF BEGINNING.

Described boundary contains 0.586 acres, more or less.

Submitted by:

Firm Name: Badger Aerial Mapping and Surveying

Contact Name: Justin Steffler

Phone Number: 208-540-1419

Email: justin@badgeraerial.com

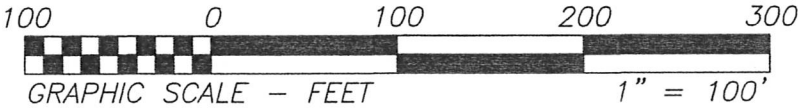
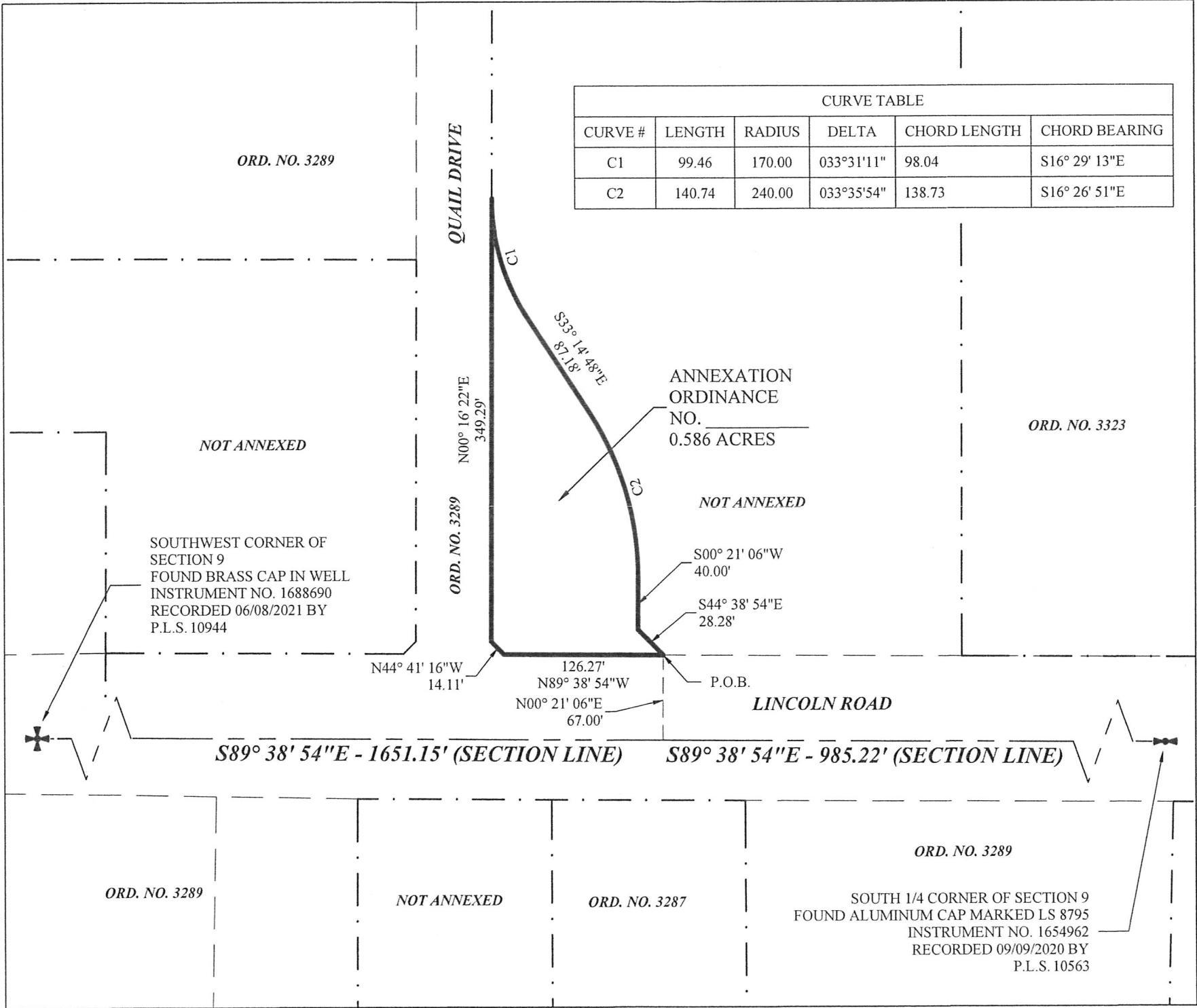


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ORIGINAL



CITY OF IDAHO FALLS  
BONNEVILLE COUNTY  
SOUTHWEST 1/4 OF SECTION 9, T. 2 N., R. 38 E., B.M.



ANNEXATION ORDINANCE NO. \_\_\_\_\_

ANNEXATION IN A PORTION OF THE SW 1/4, SECTION 9, T. 2 N., R. 38 E., B.M.

COMMENCING at the Southwest Corner of Section 9, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S 89° 38' 54" E along the south line of said Section 9 for a distance of 1651.15 feet; thence N 00° 21' 06" E for a distance of 67.00 feet to a point on the north boundary of City of Idaho Falls Annexation Ordinance No. 3289, said point being the TRUE POINT OF BEGINNING; thence along the boundary of said Annexation Ordinance No. 3289 for the following three (3) courses: thence N 89° 38' 54" W for a distance of 126.27 feet; thence N 44° 41' 16" W for a distance of 14.11 feet; thence N 00° 16' 22" E for a distance of 349.29 feet to the beginning of a non-tangential curve; said curve turning to the left through an angle of 33° 31' 11", having a radius of 170.00 feet, an arc length of 99.46 feet, and whose long chord bears S 16° 29' 13" E for a distance of 98.04 feet; thence S 33° 14' 48" E for a distance of 87.18 feet to the beginning of a curve, said curve turning to the right through an angle of 33° 35' 54", having a radius of 240.00 feet, an arc length of 140.74 feet, and whose long chord bears S 16° 26' 51" E for a distance of 138.73 feet; thence S 00° 21' 06" W for a distance of 40.00 feet; thence, S 44° 38' 54" E for a distance of 28.28 feet to the TRUE POINT OF BEGINNING. Described boundary contains 0.586 acres, more or less.

RECORDED WITH THE BONNEVILLE COUNTY RECORDER'S OFFICE AS

INSTRUMENT NO. \_\_\_\_\_



SHEET 1 OF 1

1/4	SEC	T	R
	9	2N	38E

TITLE		QUAIL DRIVE ANNEXATION	
DATE:	11/01/21	DRAWN/CHK BY:	PS/JS
PROJECT:	21284/T2NR38E/S9		
		<b>BADGER</b> <b>AERIAL MAPPING &amp; SURVEYING</b>	
402 VAN DREFF ST. SALMON, ID 83467 208-756-3070		4141 S 58 W IDAHO FALLS, ID 83402 208-715-4380	



## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**ANNEXATION OF APPROXIMATELY 0.586 ACRES SOUTHWEST ¼ OF SECTION 9, T2N, R38E, GENERALLY LOCATED NORTH OF LINCOLN RD, EAST OF QUAIL DR, SOUTH OF N YELLOWSTONE, WEST OF PINWOOD DR.**

**WHEREAS**, the applicant filed an application for annexation on September 28, 2021; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on November 9, 2021; and

**WHEREAS**, this matter came before the Idaho Falls City council during a duly noticed public hearing on December 9, 2021; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 0.586 acres generally located North of Lincoln Rd, east of Quail Dr, south of N Yellowstone, west of Pinewood Dr.
3. This property is contiguous to city limits on the southeast property line and is within the city's area of impact.
4. The application is a Category "A" annexation.
5. The Comprehensive Plan designates this area as Commercial.
6. Idaho Falls Planning and Zoning Commission recommended approval of annexation.

### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation as presented.

**PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

---

Rebecca Casper - Mayor





# Memorandum

File #: 21-338

City Council Meeting

**FROM:** Brad Cramer, Director  
**DATE:** Tuesday, November 30, 2021  
**DEPARTMENT:** Community Development Services

## Subject

Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of HC, Highway Commercial, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 0.586 acres, Southwest ¼ of Section 9, Township 2 North, Range 38 East.

## Council Action Desired

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

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

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of HC, Highway Commercial and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of HC, Highway Commercial which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 0.586 acres, Southwest ¼ of Section 9, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its November 9, 2021, meeting and recommended approval of HC, Highway Commercial by a unanimous vote. Staff concurs with this recommendation and recommends approval.

## Alignment with City & Department Planning Objectives





Consideration of initial zoning must be consistent with the principles of the Comprehensive Plan which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

**Interdepartmental Coordination**

The initial zoning legal description has been reviewed by the Survey Division.

**Fiscal Impact**

NA


**Legal Review**

This application and ordinance have been reviewed by Legal pursuant to applicable law.




**Legend**
 ANNX21-015

 City Limit
**Overlays**
 PT


 PT&T-1

 PUD

 T-1


 T-2
**Zoning**
 RE

 RP

 R1


 R2

 TN

 RMH

 R3

 R3A


 PB

 CC


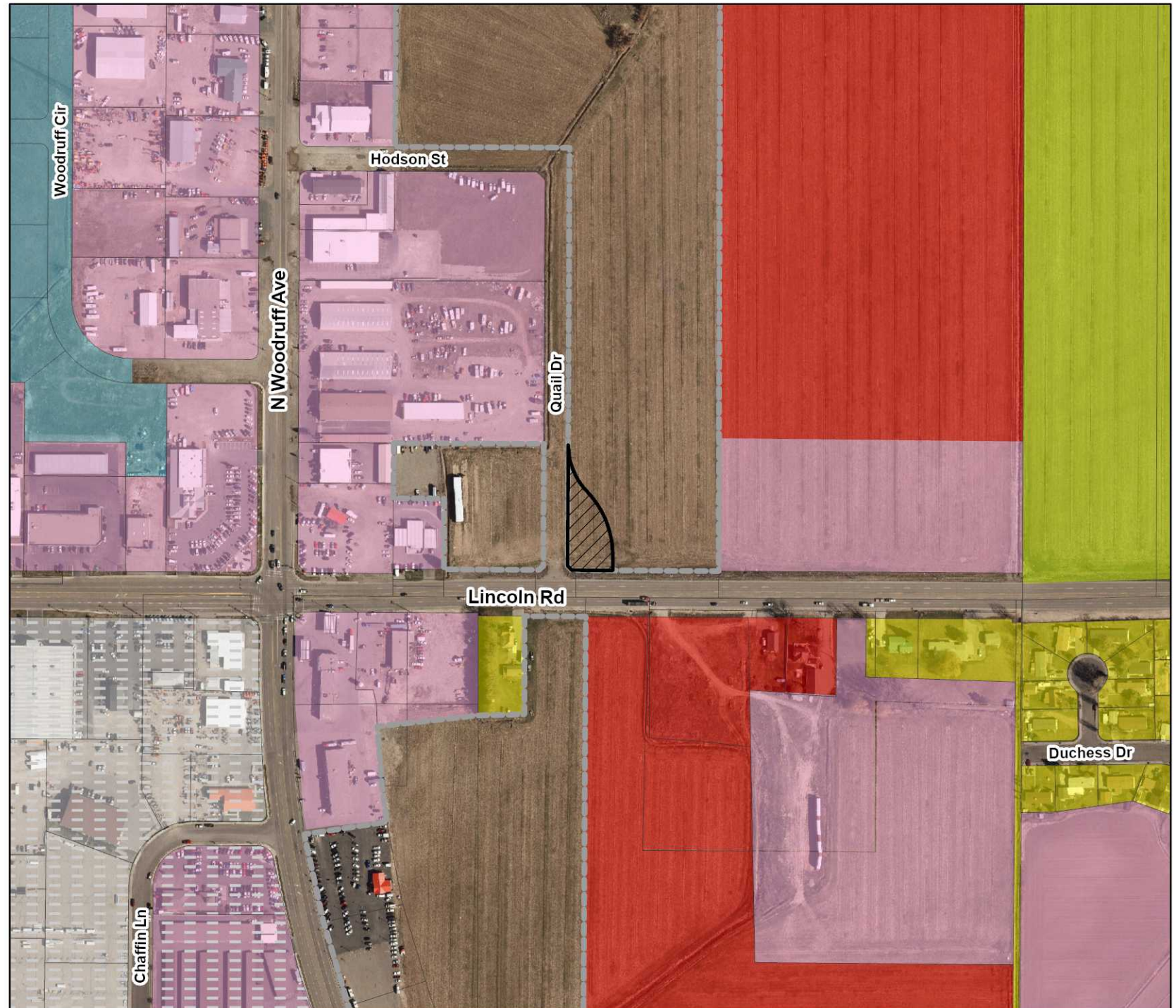
 LC

 HC

 R&D

 LM

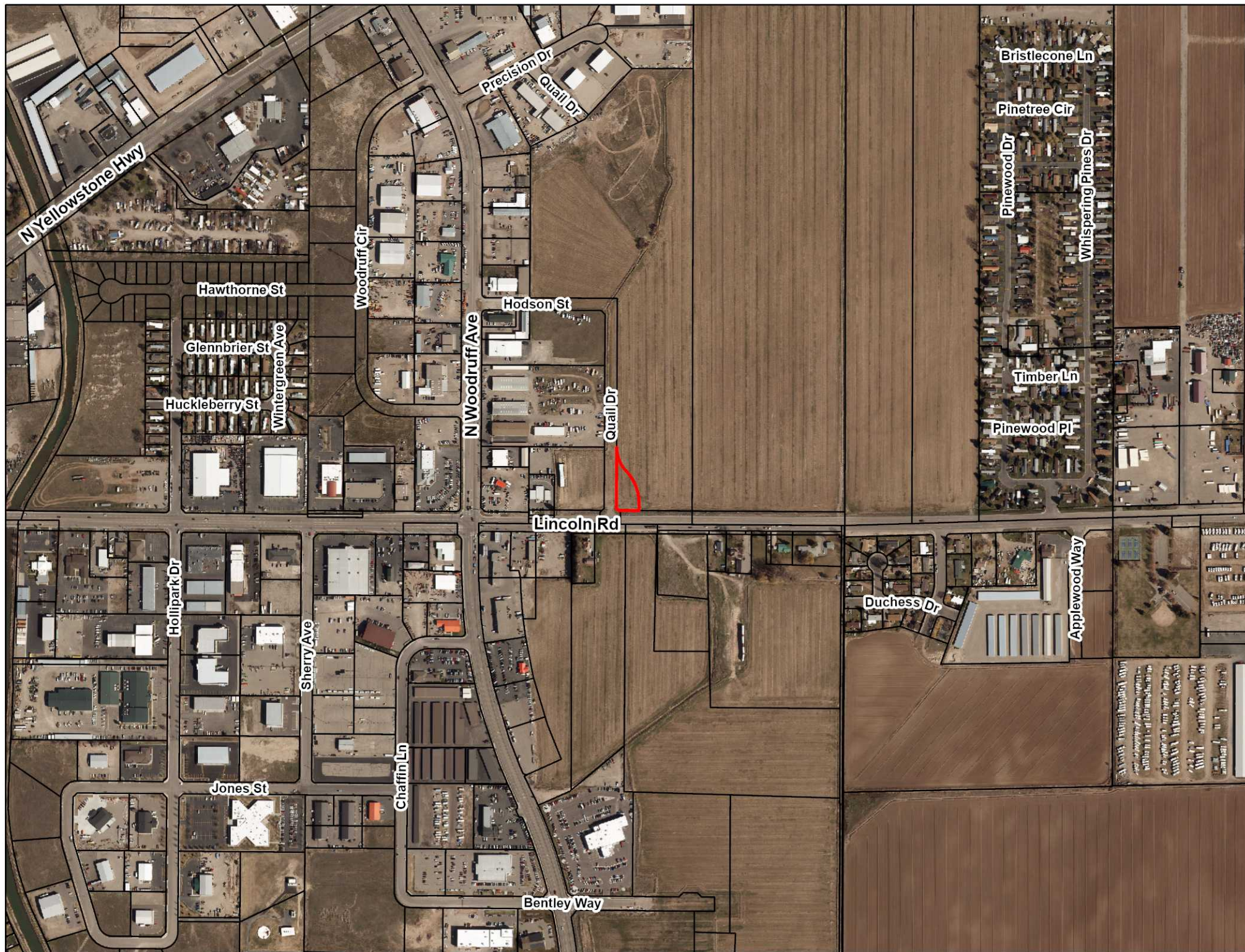
 I&M

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

















# Annexation and Initial Zoning

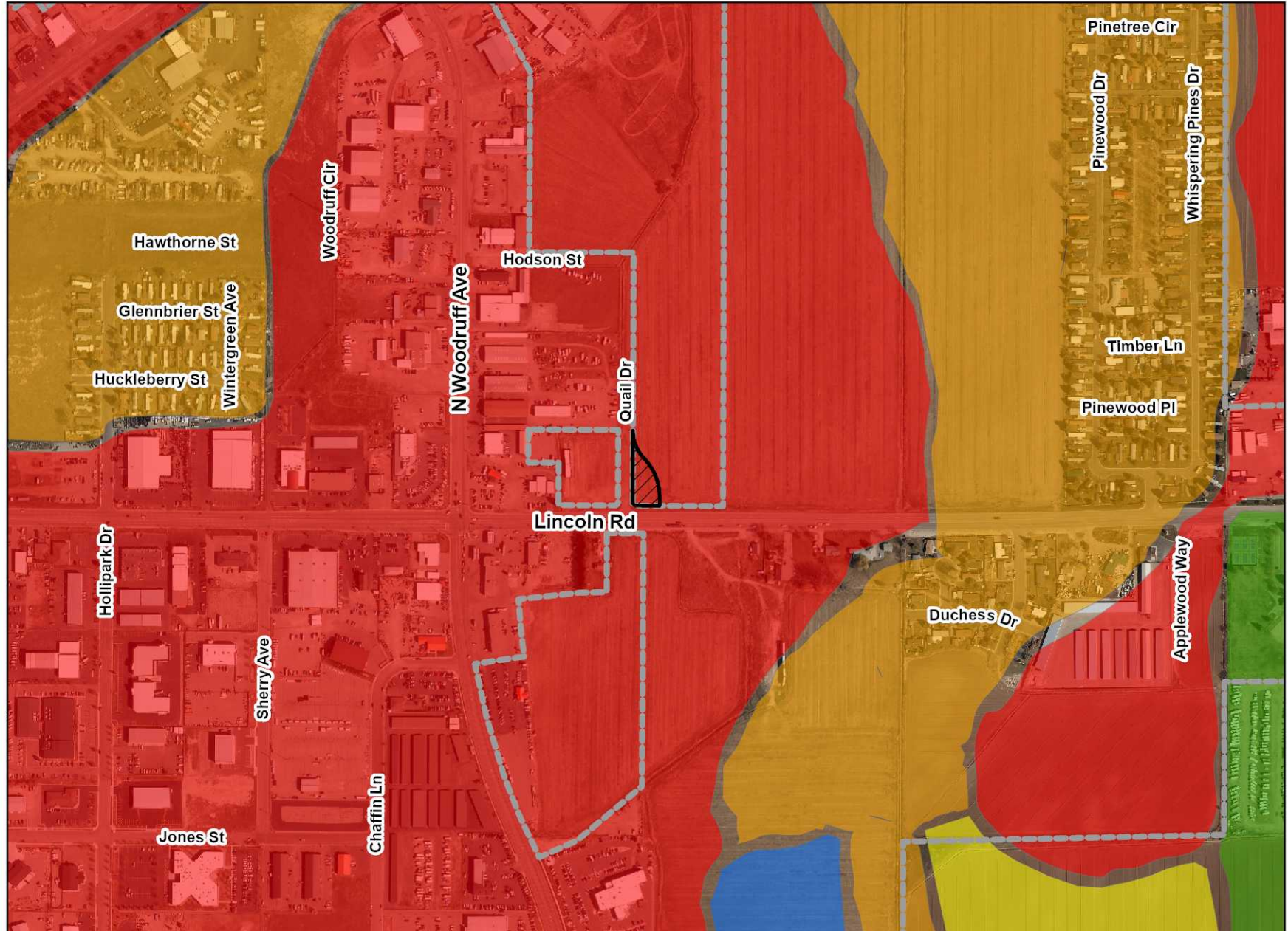
## ANNX21-015 Quail Drive Right of Way Annexation - Initial Zone HC

 Estate	 Greenbelt Mixed Uses	 Commercial	 Higher Education Centers	 Railroad-related industrial
 Low Density	 Parks and Recreation	 Employment Centers	 Planned Transition	
 Higher Density	 Public Facilities and Open Spaces	 Medical Services Centers	 Highway-related industrial	

### Comprehensive Plan



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





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

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 0.586 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS HC, HIGHWAY COMMERCIAL ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is HC, Highway Commercial Zone for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Commercial”; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with principles of the City of Idaho Falls Comprehensive Plan; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as “Commercial”; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on November 9, 2021, and recommended approval of zoning the subject property to HC Zone; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on December 9, 2021.

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

**SECTION 1:** Comprehensive Plan Designation. The area described in Exhibit A are hereby given a Comprehensive Plan designation of Commercial.

**SECTION 2:** Legal Description. The lands described in Exhibit A are hereby zoned as HC Highway Commercial Zone.

**SECTION 3.** Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “HC Highway Commercial Zone” and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

**SECTION 4.** Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,



clause or phrase of this Ordinance.

**SECTION 5.** Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**SECTION 6.** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

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

CITY OF IDAHO FALLS, IDAHO

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

ATTEST:

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

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 0.586 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS HC HIGHWAY COMMERCIAL ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

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



**Exhibit "A"**  
LEGAL DESCRIPTION (Page 1 of 1)

ANNEXATION IN A PORTION OF THE SW 1/4, SECTION 9, T. 2 N., R. 38 E., B.M.

COMMENCING at the Southwest Corner of Section 9, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S 89° 38' 54" E along the south line of said Section 9 for a distance of 1651.15 feet; thence N 00° 21' 06" E for a distance of 67.00 feet to a point on the north boundary of City of Idaho Falls Annexation Ordinance No. 3289, said point being the TRUE POINT OF BEGINNING; thence along the boundary of said Annexation Ordinance No. 3289 for the following three (3) courses: thence N 89° 38' 54" W for a distance of 126.27 feet; thence N 44° 41' 16" W for a distance of 14.11 feet; thence N 00° 16' 22" E for a distance of 349.29 feet to the beginning of a non-tangential curve; said curve turning to the left through an angle of 33° 31' 11", having a radius of 170.00 feet, an arc length of 99.46 feet, and whose long chord bears S 16° 29' 13" E for a distance of 98.04 feet; thence S 33° 14' 48" E for a distance of 87.18 feet to the beginning of a curve, said curve turning to the right through an angle of 33° 35' 54", having a radius of 240.00 feet, an arc length of 140.74 feet, and whose long chord bears S 16° 26' 51" E for a distance of 138.73 feet; thence S 00° 21' 06" W for a distance of 40.00 feet; thence, S 44° 38' 54" E for a distance of 28.28 feet to the TRUE POINT OF BEGINNING.

Described boundary contains 0.586 acres, more or less.

Submitted by:

Firm Name: Badger Aerial Mapping and Surveying

Contact Name: Justin Steffler

Phone Number: 208-540-1419

Email: justin@badgeraerial.com

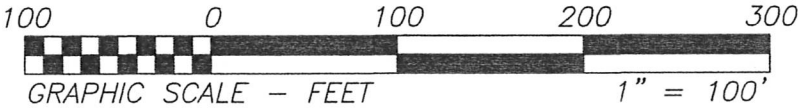
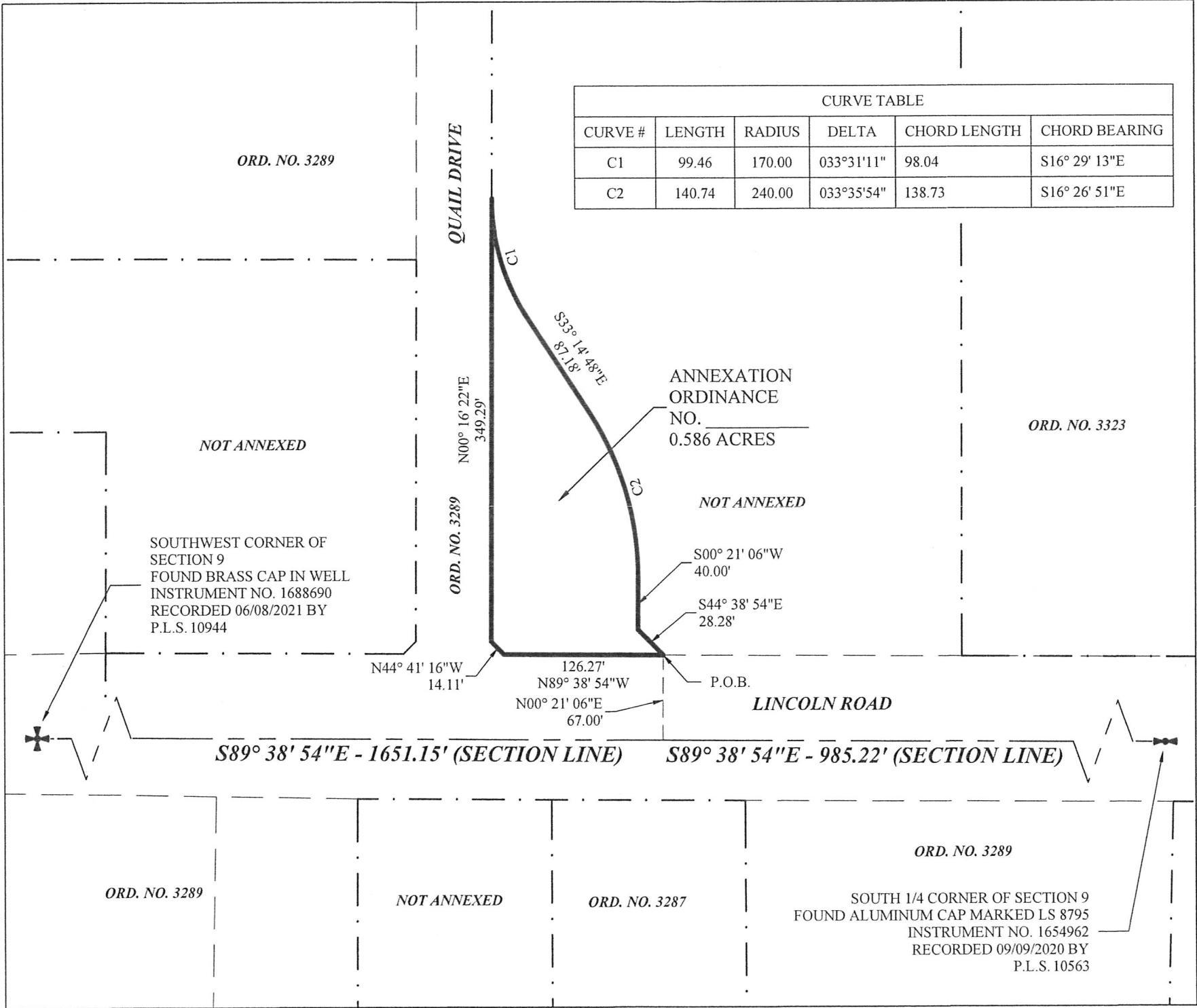


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ORIGINAL



CITY OF IDAHO FALLS  
BONNEVILLE COUNTY  
SOUTHWEST 1/4 OF SECTION 9, T. 2 N., R. 38 E., B.M.



ANNEXATION ORDINANCE NO. \_\_\_\_\_

ANNEXATION IN A PORTION OF THE SW 1/4, SECTION 9, T. 2 N., R. 38 E., B.M.

COMMENCING at the Southwest Corner of Section 9, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S 89° 38' 54" E along the south line of said Section 9 for a distance of 1651.15 feet; thence N 00° 21' 06" E for a distance of 67.00 feet to a point on the north boundary of City of Idaho Falls Annexation Ordinance No. 3289, said point being the TRUE POINT OF BEGINNING; thence along the boundary of said Annexation Ordinance No. 3289 for the following three (3) courses: thence N 89° 38' 54" W for a distance of 126.27 feet; thence N 44° 41' 16" W for a distance of 14.11 feet; thence N 00° 16' 22" E for a distance of 349.29 feet to the beginning of a non-tangential curve; said curve turning to the left through an angle of 33° 31' 11", having a radius of 170.00 feet, an arc length of 99.46 feet, and whose long chord bears S 16° 29' 13" E for a distance of 98.04 feet; thence S 33° 14' 48" E for a distance of 87.18 feet to the beginning of a curve, said curve turning to the right through an angle of 33° 35' 54", having a radius of 240.00 feet, an arc length of 140.74 feet, and whose long chord bears S 16° 26' 51" E for a distance of 138.73 feet; thence S 00° 21' 06" W for a distance of 40.00 feet; thence, S 44° 38' 54" E for a distance of 28.28 feet to the TRUE POINT OF BEGINNING. Described boundary contains 0.586 acres, more or less.

RECORDED WITH THE BONNEVILLE COUNTY RECORDER'S OFFICE AS

INSTRUMENT NO. \_\_\_\_\_



The Civil Connection



SHEET 1 OF 1

1/4	SEC	T	R
	9	2N	38E

TITLE		QUAIL DRIVE ANNEXATION	
DATE:	11/01/21	DRAWN/CHK BY:	PS/JS
PROJECT:	21284/T2NR38E/S9		
		<b>BADGER</b> AERIAL MAPPING & SURVEYING	
402 VAN DREFF ST. SALMON, ID 83467 208-756-3070		4141 S 58 W IDAHO FALLS, ID 83402 208-715-4380	



## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**INITIAL ZONING OF HC, HIGHWAY COMMERCIAL, APPROXIMATELY 0.586 ACRES IN THE SOUTHWEST ¼ OF SECTION 9, T2N, R38E, GENERALLY LOCATED NORTH OF LINCOLN DR, EAST OF QAUIL DR, SOUTH OF N YELLOWSTONE HWY, WEST OF PINEWOOD DR.**

**WHEREAS**, the applicant filed an application for annexation on September 28, 2021; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on November 9, 2021; and

**WHEREAS**, this matter came before the Idaho Falls City council during a duly noticed public hearing on December 9, 2021; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 0.586 acres generally located North of Lincoln Rd, east of Quail Dr, south of N Yellowstone Ave, west of Pinewood Dr.
3. The Comprehensive Plan designates this area as Commercial.
4. The proposed zoning is HC Highway Commercial Zone is consistent with the Comprehensive Plan map and policies and existing zoning and land uses in the area.
5. Idaho Falls Planning and Zoning Commission recommended approval of zoning the property to HC Highway Commercial.

### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

---

Rebecca Casper - Mayor



# Memorandum

**File #:** 21-339

**City Council Meeting**

**FROM:** Brad Cramer, Director  
**DATE:** Tuesday, November 30, 2021  
**DEPARTMENT:** Community Development Services

## Subject

Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 7.598 acres, Southeast ¼ of Section 23, Township 2 North, Range 37 East.

## Council Action Desired

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

1. Approve the Ordinance annexing 7.598 acres, Southeast ¼ of Section 23, Township 2 North, Range 37 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 7.598 acres, Southeast ¼ of Section 23, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 7.598 acres, Southeast ¼ of Section 23, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its November 9, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

## Alignment with City & Department Planning Objectives







Consideration of annexation must be consistent with the principles of the Comprehensive Plan which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

**Interdepartmental Coordination**

The annexation legal description has been reviewed by the Survey Division.

**Fiscal Impact**

NA

**Legal Review**

This application and ordinance have been reviewed by Legal pursuant to applicable law.









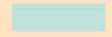
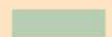

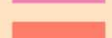
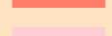





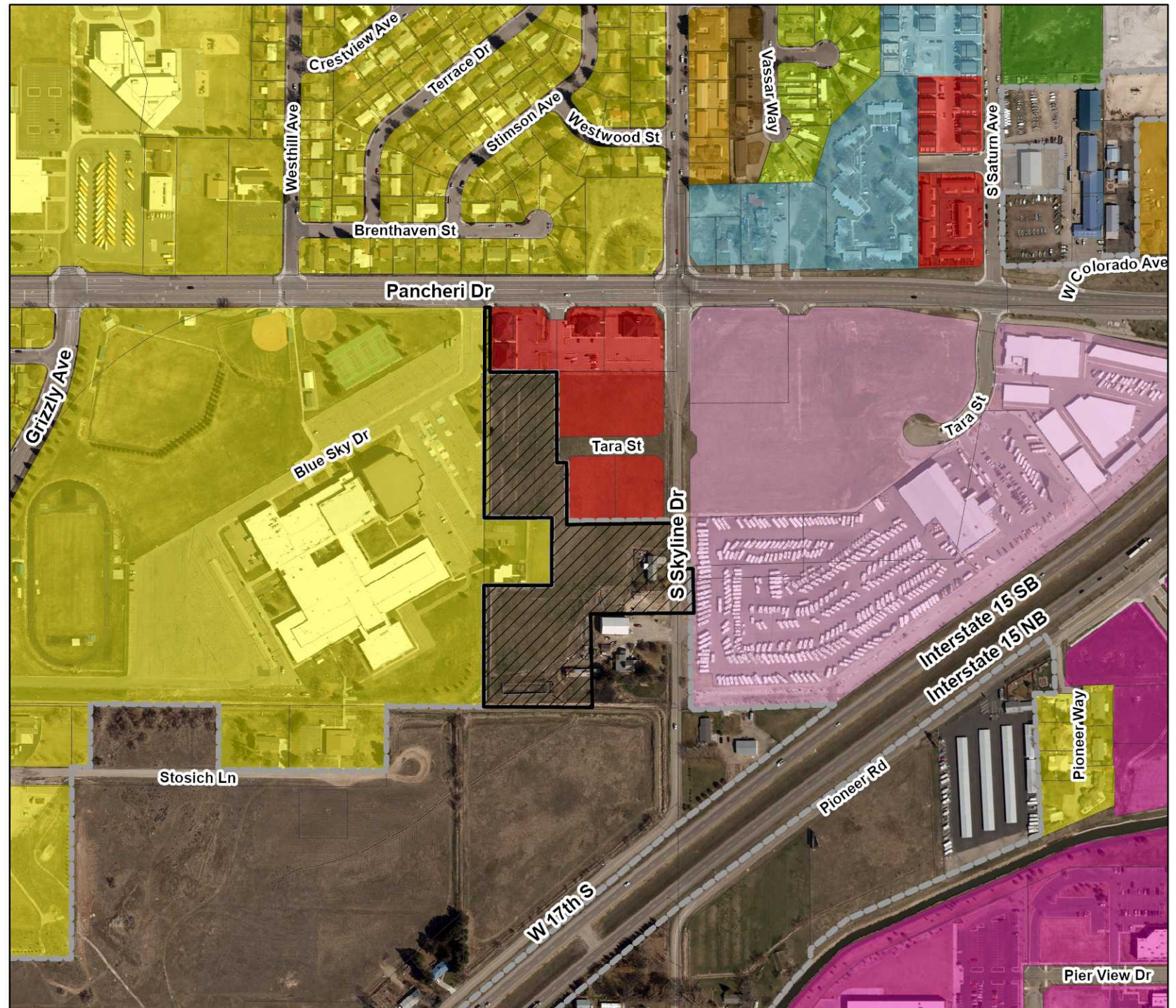
## Legend

 ANNX21-008

 City Limit

## Zoning

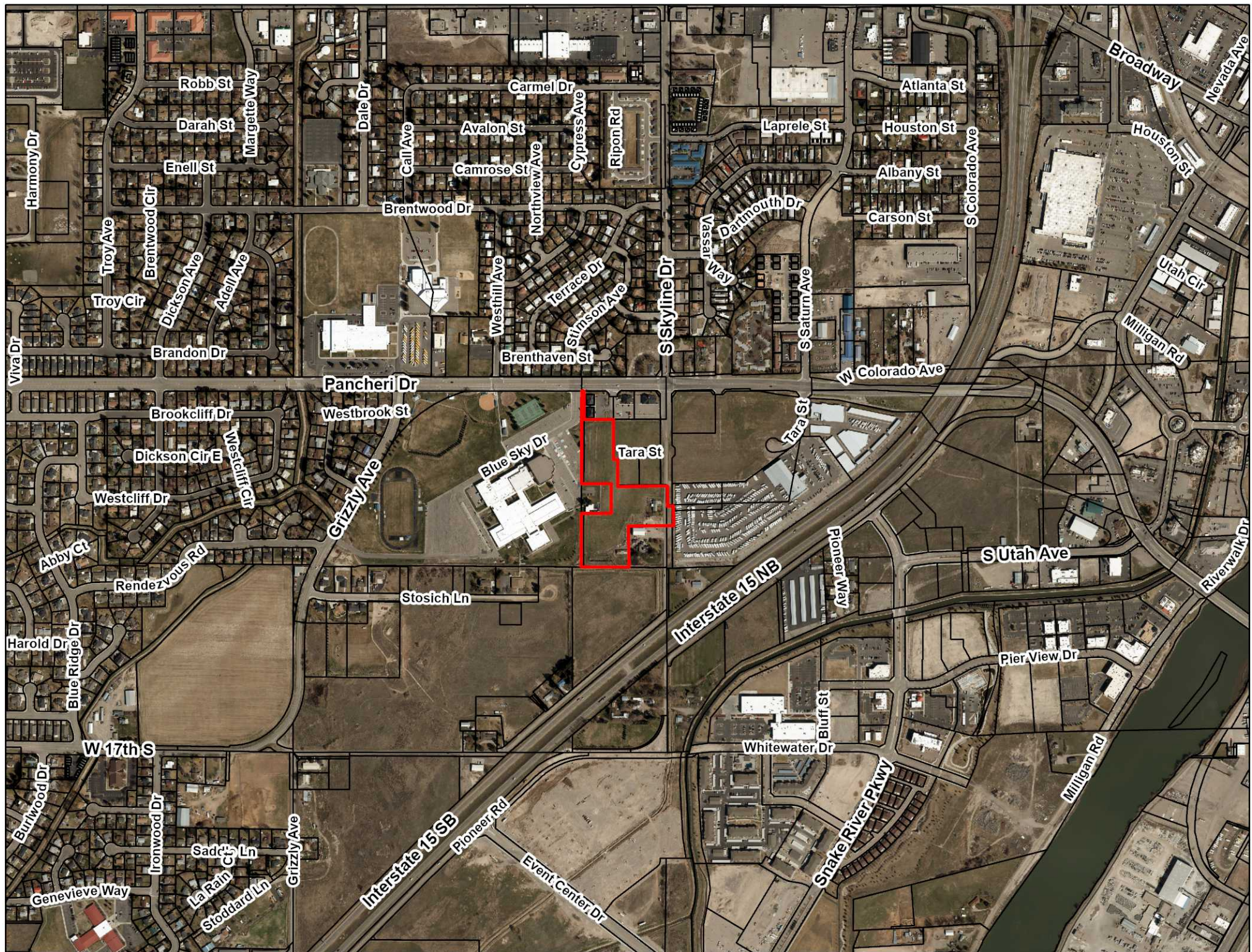
 RE  
 RP  
 R1  
 R2  
 TN  
 RMH  
 R3  
 R3A  
 PB  
 CC  
 LC  
 HC  
 R&D  
 LM  
 I&M  
 P





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







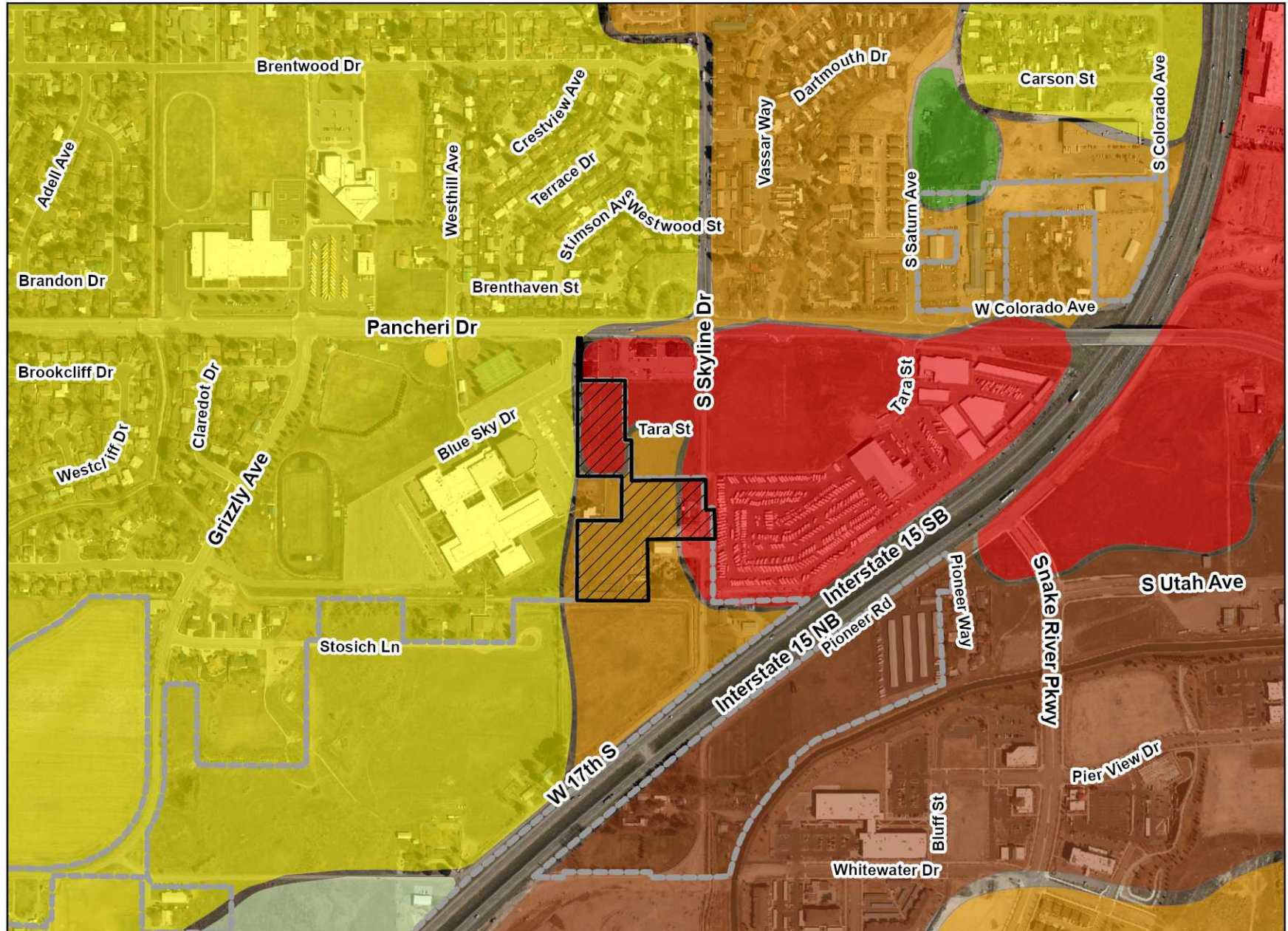


# Annexation and Initial Zoning

## ANNX21-008 Annex & Initial Zoning of LC Sec 23, T2N, R37E

 Estate	 Greenbelt Mixed Uses	 Commercial	 Higher Education Centers	 Railroad-related industrial
 Low Density	 Parks and Recreation	 Employment Centers	 Planned Transition	
 Higher Density	 Public Facilities and Open Spaces	 Medical Services Centers	 Highway-related industrial	

### Comprehensive Plan



IDAHO FALLS

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





**STAFF REPORT**  
**ANNEXATION AND INITIAL ZONING OF LC, LIMITED**  
**COMMERCIAL WITH THE CONTROLLED DEVELOPMNET**  
**AIRPORT OVERLAY ZONE**  
**Approx. 7.598 acres, SE ¼ of Section 23, Township 2 North, Range**  
**37 East**



Community  
Development  
Services

**Applicant:** Eagle Rock Engineering

**Project Manager:** Naysha Foster

**Location:** Generally, north of W 17<sup>th</sup> S, east of Grizzly Ave, south of Pancheri Dr, west of S Skyline Dr.

**Size:** Approximately 7.598 acres

**Zoning:**  
Existing: County A-1  
North: LC  
South: County A-1  
East: HC  
West: R1

**Proposed Zoning:** LC

**Existing Land Uses:**  
Site: Undeveloped/Res  
North: Commercial  
South: AG  
East: Commercial  
West: High School

**Future Land Use Map:**  
Higher Density

**Attachments:**  
1. Comprehensive Plan Policies  
2. Zoning Information  
3. Maps & Aerial Photos

**Requested Action:** To approve annexation and initial zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone.

**Staff Comments:** The property is located on the west side of S Skyline Dr, south of Pancheri, east of Skyline High School and west of Camping World. Pancheri and Skyline are both classified as minor arterials. This property is adjacent to City limits on three sides. There is a variety of land use designations in this area according to the Comprehensive Land Use Map. The zoning map also shows this as a diverse area of zoning, primarily on the east side of Saturn. There are three schools, professional businesses and services for daily goods within approximately half of a mile. On July, 20, 2021, the Planning and Zoning Commission recommended approval to the Mayor and City Council of the annexation and initial zoning of LC with an Airport Overlay Zone of Controlled Development

**Annexation:** This is a Category “A” annexation as it is requested by the property owner. Power and sewer exist along the frontage of this property along Skyline Dr. Water is also close, it is stubbed at the north property line and could easily be brought to the property. Annexation of the property is consistent with the policies of the City’s Comprehensive Plan.

**Initial Zoning:** The proposed zoning is LC with an Airport Overlay Zone of Controlled Development. The Comprehensive plan identifies this area as Higher Density. Existing land uses include a mix of different types of residential and commercial businesses. LC zoning is present immediately to the north of the property. The Controlled Development allows the same uses as the LC zone.

**Staff Recommendation:** Staff and the Planning and Zoning Commission recommend approval of the annexation and initial zoning of LC and Airport Overlay zone of Controlled Development as it is consistent with the policies of the Comprehensive Plan.



**Comprehensive Plan Policies:**

**To reduce land use conflicts, existing land uses are recognized as starting points for future development patterns (p. 66)**

**With careful site planning, higher density housing and offices may be a buffer between commercial and industrial land adjoining residential uses. (p. 66)**

**Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p. 67)**

**Zoning Ordinance:****11-3-5: PURPOSE OF COMMERCIAL ZONES**

(C) LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.



Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Religious Institution*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Residential Care Facility							P	P
Retail					P*			C <sub>2</sub>
School	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Short Term Rental*	P	P	P	P	P	P	P	P
Transite Station								P

(Ord. 3218, 9-13-18)

#### 11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

**Table 11-2-2: Allowed Uses in Commercial Zones**

P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

\*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Commercial				
Proposed Land Use Classification	PB	CC	LC	HC	PT
Accessory Use*	P	P	P	P	P
Accessory Use, Fuel Station*		P	P	P	
Accessory Use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking Establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, Accessory Unit *		P	P	P	P
Dwelling, Multi-Unit*		P	P		P
Dwelling, Single Unit Attached*			P		
Dwelling, Single Unit Detached			P		
Dwelling, Two Unit			P		P
Eating Establishment		P	P	P	P
Eating Establishment, Limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P



<b>Proposed Land Use Classification</b>	<b>PB</b>	<b>CC</b>	<b>LC</b>	<b>HC</b>	<b>PT</b>
Equipment Sales, Rental and Services			P	P	
Food Processing, Small Scale				P	
Food Store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Industry, Craftsman	P	P	P	P	
Industry, Light		P		P	
Information Technology	P	P	P	P	P
Laundry and Dry Cleaning		P			P
Live-Work*	C <sub>2</sub>	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		C <sub>3</sub>	C <sub>3</sub>		C <sub>3</sub>
Public Service Facility*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		C <sub>2</sub>	P	P	
Storage Facility, Indoor		P	P	P	P
Storage Facility, Outdoor				P	
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle and Equipment Sales			P	P	
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		C <sub>2</sub>	C <sub>2</sub>	P	

(Ord. 3210, 8-23-18) (Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord 3277, 10-10-19)



## 11-2-5: ALLOWED USES IN INDUSTRIAL AND SPECIAL PURPOSE ZONES.

**Table 11-2-3: Allowed Uses in Industrial Zones**

P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.				
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.				
	Industrial		Special Purpose	
Proposed Land Use Classification	LM	I&M	R&D	P
Accessory Use*	P	P	P	
Accessory Use, Fuel Station*	P	P	P	
Accessory Use, Storage Yard*	P	P	P	
Airport	P			
Agriculture*	C <sub>2</sub>	P		C <sub>2</sub>
Agriculture Tourism	C <sub>2</sub>	P		C <sub>2</sub>
Amusement Center	P	P		
Amusement Center, Indoor Shooting Range*	P	P		
Amusement Center, Outdoor*	P	P		C <sub>2</sub>
Adult Business*		P		
Animal Care Clinic*	P	P		
Animal Care Facility*	P	P		
Artist Studio	P	P		
Auction, Livestock		C <sub>2</sub>		
Building Contractor Shop	P	P		
Building Material, Garden and Equipment	P	P		
Cemetery*				C <sub>2</sub>
Club*	P	P		
Communication Facility	P	P	P	
Correctional Facility or Jail	C <sub>2</sub>	P		
Day Care*	P	P	P	
Drinking Establishment	P	P		
Drive-through Establishment*	P	P		
Dwelling, Accessory Unit*	P	P		
Eating Establishment	P	P		
Eating Establishment, Limited	P	P	P	
Equipment Assembly and Sales	P	P		
Financial Institution	P	P	P	
Food Processing, Small Scale Processing With or Without Sales	P	P		
Food Products, Processing, With or Without Retail Sales		P		
Food Store	P	P		
Fuel Station, Super	P	P		



<b>Proposed Land Use Classification</b>	<b>LM</b>	<b>I&amp;M</b>	<b>R&amp;D</b>	<b>P</b>
Health Care and Social Services			P	
Higher Education Facilities	P		P	
Hospital*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	
Industry, Craftsman	P	P		
Industry, Heavy		P		
Industry, Light	P	P		
Information Technology	P	P	P	
Laundry and Dry Cleaning	P	P		
Lodging Facility	P		C <sub>2</sub>	
Medical Support Facilities	P		P	
Parking Facility	P	P	P	
Park and Recreation Facility*				P
Pawn Shop	P	P		
Personnel Service	P	P		
Professional Service	P	P	P	
Public Service Facility*	P	P	C <sub>2</sub>	C <sub>2</sub>
Public Service Facility, Limited	P	P	P	P
Public Service Use	P	P	P	P
Railroad Freight Terminal and Station		P		
Recreational Vehicle Park*				C <sub>2</sub>
Research and Development Business	P	P	P	
Retail	P	P		
Storage Facility, Indoor	P	P		
Storage Facility, Outdoor	P	P		
Storage Yard*	P	P		
Terminal Yard, Trucking and Bus		P		
Transit Station	P	P	P	
Vehicle and Equipment Sales	P	P		
Vehicle Body Shop	P	P		
Vehicle Sales	P	P		
Vehicle Washing Facility	P	P		
Warehouse	P	P		
Warehouse, Wholesale With Flammable Materials	P	P		












(Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18)



## Legend

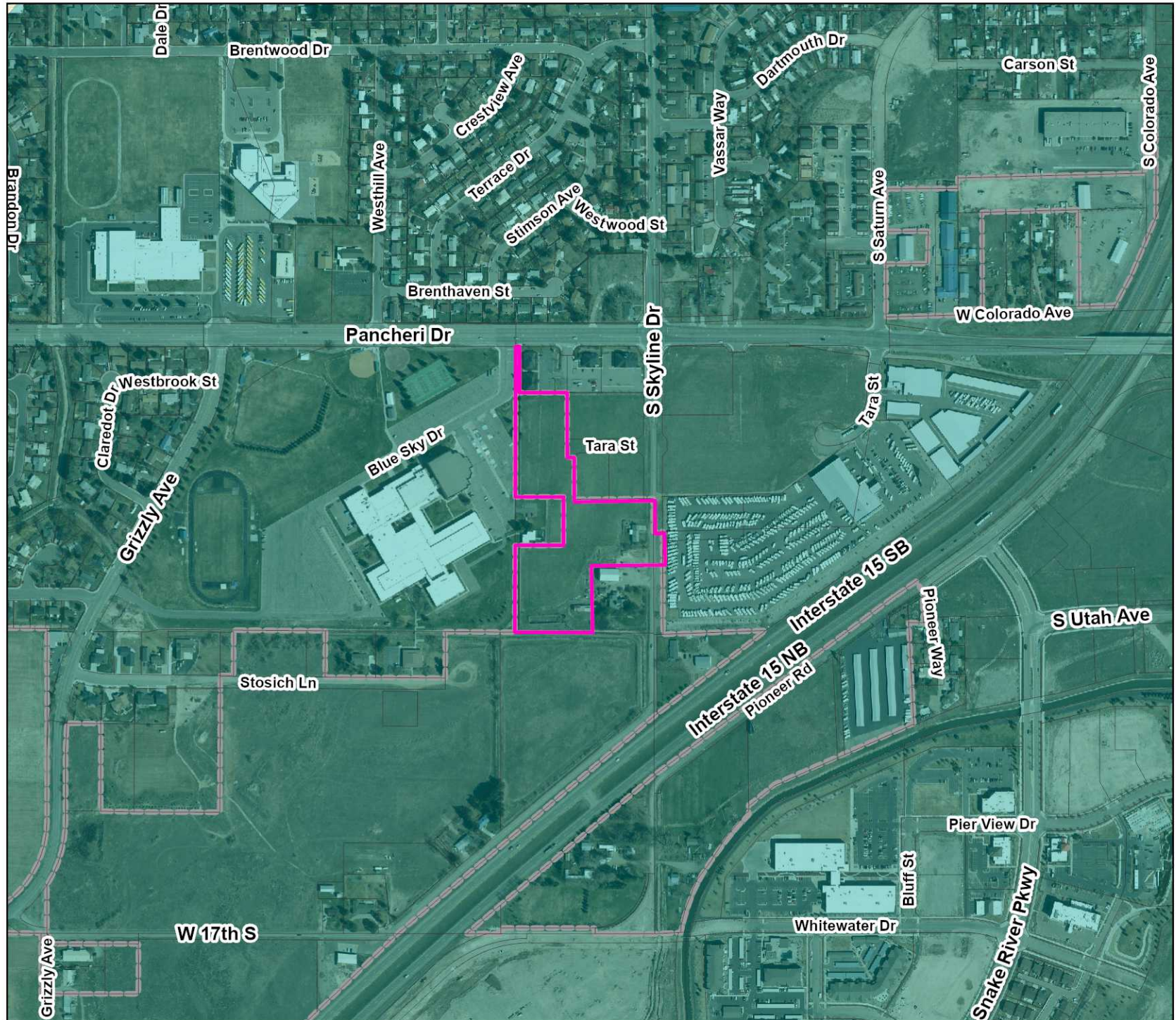
### IFRA Off Airport Land Use

### Compatible Land Use

-  Approach Surface
-  Controlled Development
-  Controlled Development
-  Approach Surface
-  Limited Development
-  Limited Development
-  No Development
-  Parcel
-  City Limit
-  Street Names
-  ANNEX21-008



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





July 20, 2021

7:00 p.m.

Planning Department

City Annex Building

**MEMBERS PRESENT:** Commissioners Brent Dixon, Arnold Cantu, Joanne Denney, Lindsey Romankiw, Margaret Wimborne, Gene Hicks, George Morrison.

**MEMBERS ABSENT:** Natalie Black

**ALSO PRESENT:** Assistant Planning Directors Kerry Beutler, Naysha Foster, Caitlin Long, and interested citizens.

**CALL TO ORDER:** Brent Dixon called the meeting to order at 7:00 p.m.

**CHANGES TO AGENDA:** None.

**MINUTES:** Wimborne moved to approve the Minutes from July 6, 2021, Denney seconded the motion and it passed unanimously.

**Public Hearing (s):**

**3. ANNEX 21-008: ANNEXATION/INITIAL ZONING. Annexation and Initial Zoning of LC.**

Dixon opened the public hearing.

**Applicant: Kurt Roland, Eagle Rock Engineering, 1331 Fremont Ave, Idaho Falls, Idaho.**

Roland is representing Concordia Development. Roland indicated that they are asking to be annexed into the City with the LC Zone attached to the property. Roland stated that this property is on the corner of Skyline and Pancheri and consists of 7.23 acres. Roland stated that the zoning around the property is A-1, LC, A-1, HC, R1, so Roland feels LC is a good fit for the area and the City.

Foster presented the staff report.

Wimborne asked what the current County zone is used for. Foster indicated it is A1 and used for agriculture.

Dixon asked about the niche off the high school that is R1. Wimborne. stated that it is school property that is currently being used as a head start that is accessed from the school's parking lot.

No one appeared in support or opposition.

Dixon closed the public hearing.

Wimborne feels this is clear cut and this a category A Annexation.

**Wimborne moved to recommend to the Mayor and City Council approval of the Annexation of approximately 7.23 Acres of the SE ¼ Section 23, Township 2 North, Range 37 East, with initial zoning of LC, as presented, Morrison seconded the motion. Dixon called for roll call vote: Cantu, yes; Denney, yes; Hicks, yes; Morrison, yes; Romankiw, yes; Wimborne, yes. The motion passed unanimously.**



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

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 7.598 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Exhibit A of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Exhibit A is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City pursuant to procedures of Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands, where necessary; and

WHEREAS, City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:



- 1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the Council that the lands described herein below in Exhibit A of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

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

SECTION 1. Annexation of Property. The lands described in Exhibit A are hereby annexed to the City of Idaho Falls, Idaho.

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. Findings. The findings contained in the recitals of this Ordinance be, and the same are hereby adopted as the official City Council findings for this Ordinance, and any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.



SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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

(SEAL)

STATE OF IDAHO                    )  
  : ss.  
County of Bonneville            )



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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 7.598 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

---

Kathy Hampton, City Clerk

(SEAL)



EXHIBIT "A"  
LEGAL DESCRIPTION (Page 1 of 1)

A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23 AND A PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS.

**PARCEL 1:**

BEGINNING AT A POINT THAT IS S.00°12'14"E. 300.01 FEET ALONG THE SECTION LINE AND S.89°57'52"W. 370.02 FEET FROM THE EAST 1/4 CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, SAID POINT BEING THE NORTHWEST CORNER OF THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2302; THENCE SOUTHERLY AND EASTERLY ALONG THE BOUNDARY LINE OF SAID ANNEXATION ORDINANCE THE FOLLOWING FOUR (4) COURSES: (1) THENCE S.00°12'14"E. 281.09 FEET; (2) THENCE N.89°47'46"E. 30.00 FEET; (3) THENCE S.00°12'14"E. 180.00 FEET; (4) THENCE N.89°47'46"E. 340.02 FEET TO THE EAST LINE OF SAID SECTION 23 AND THE WEST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2265; THENCE S.00°12'14"E. ALONG SAID WEST LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2265 A DISTANCE OF 140.22 FEET TO THE SOUTH LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2265; THENCE N.88°29'59"E. ALONG SAID SOUTH LINE 40.01 FEET TO THE WEST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2956; THENCE S.00°12'14"E. ALONG SAID WEST LINE 137.34 FEET; THENCE N.89°59'57"W. 40.00 FEET TO SAID EAST LINE OF SAID SECTION 23; THENCE N.89°59'57"W. 270.02 FEET; THENCE S.00°12'14"E. 281.70 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE N.89°59'25"W. ALONG SAID SOUTH LINE 312.92 FEET; THENCE N.00°10'03"E. 350.90 FEET; THENCE N.89°50'43"E. 108.38 FEET; THENCE N.00°10'03"E. 6.90 FEET (RECORD= N.00°10'00"E. 7.23 FEET) TO THE SOUTH LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1273; THENCE EASTERLY AND NORTHERLY ALONG SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE THE FOLLOWING THREE (3) COURSES: (1) THENCE S.89°59'57"E. 84.15 FEET; (2) THENCE N.00°10'03"E. 208.71 FEET; (3) THENCE N.89°59'57"W. 192.53 FEET; THENCE N.00°10'03"E. 451.00 FEET TO THE SOUTH LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2268; THENCE N.89°57'52"E. ALONG SAID SOUTH LINE 206.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.198 ACRES

TOGETHER WITH: A STRIP OF LAND LYING EAST OF THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1177 AND OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS.

**PARCEL 2:**

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN; RUNNING THENCE S.00°12'14"E. ALONG THE SECTION LINE 40.00 FEET; THENCE N.89°49'57"W. 590.83 FEET; THENCE S.00°10'03"W. 42.08 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE EAST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1177 AND A POINT ON THE SOUTH LINE OF ANNEXATION ORDINANCE NUMBER 1606, AND RUNNING THENCE ALONG THE SOUTH LINE OF SAID ORDINANCE 1606 N.89°59'57"E. 16.18 FEET TO THE WEST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2268; THENCE S.00°10'03"W. ALONG SAID WEST LINE EXTENDED 671.01 FEET TO THE NORTH LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1273; THENCE N.89°59'57"W. ALONG SAID NORTH LINE 16.18 FEET TO SAID EAST LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1177; THENCE N.00°10'03"E. ALONG SAID EAST LINE 671.01 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.249 ACRES

ALSO TOGETHER WITH: A STRIP OF LAND LYING EAST OF THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1177 AND OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS.

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COMMENCING AT THE EAST 1/4 CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN; RUNNING THENCE S.00°12'14"E. ALONG THE SECTION LINE 40.00 FEET; THENCE N.89°49'57"W. 590.83 FEET; THENCE S.00°10'03"W. 921.80 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1273; RUNNING THENCE S.89°59'57"E. ALONG SAID SOUTH LINE 124.56 FEET; THENCE S.00°10'03"W. 6.90 FEET (RECORD= S.00°10'00"W. 7.23 FEET); THENCE S.89°50'43"W. 108.38 FEET; THENCE S.00°10'03"W. 350.90 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE N.89°59'25"W. ALONG SAID SOUTH LINE 16.18 FEET TO THE EAST LINE OF THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1177; THENCE N.00°10'03"E. ALONG SAID EAST LINE 358.09 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.151 ACRES

Submitted By:

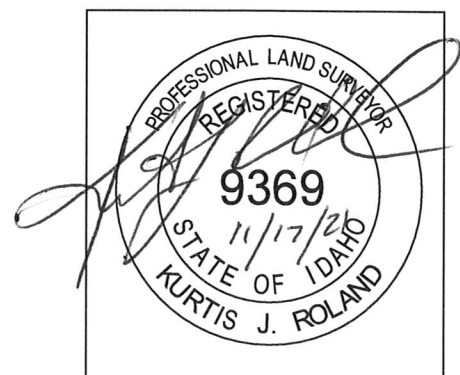
Firm Name: EAGLE ROCK ENGINEERING

Contact Name: KURT ROLAND

Phone Number: 208-542-2665

Email: kroland@erengr.com

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ORIGINAL



# ANNEXATION ORDINANCE # \_\_\_\_\_

AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23,  
TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M., BONNEVILLE COUNTY, IDAHO

RECORDED WITH THE BONNEVILLE COUNTY RECORDERS OFFICE AS INSTRUMENT NO. \_\_\_\_\_

## ANNEXATION IN A PORTION OF THE SW 1/4 OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23 AND A PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS.

**PARCEL 1:**  
BEGINNING AT A POINT THAT IS S.00°12'14"E. 300.01 FEET ALONG THE SECTION LINE AND S.89°57'52"W. 370.02 FEET FROM THE EAST 1/4 CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, SAID POINT BEING THE NORTHWEST CORNER OF THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2302; THENCE SOUTHERLY AND EASTERLY ALONG THE BOUNDARY LINE OF SAID ANNEXATION ORDINANCE THE FOLLOWING FOUR (4) COURSES: (1) THENCE S.00°12'14"E. 281.09 FEET; (2) THENCE N.89°47'46"E. 30.00 FEET; (3) THENCE S.00°12'14"E. 180.00 FEET; (4) THENCE N.89°47'46"E. 340.02 FEET TO THE EAST LINE OF SAID SECTION 23 AND THE WEST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2265; THENCE S.00°12'14"E. ALONG SAID WEST LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2265 A DISTANCE OF 140.22 FEET TO THE SOUTH LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2265; THENCE N.88°29'59"E. ALONG SAID SOUTH LINE 40.01 FEET TO THE WEST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2956; THENCE S.00°12'14"E. ALONG SAID WEST LINE 137.34 FEET; THENCE N.89°59'57"W. 40.00 FEET TO SAID EAST LINE OF SAID SECTION 23; THENCE N.89°59'57"W. 270.02 FEET; THENCE S.00°12'14"E. 281.70 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE N.89°59'25"W. ALONG SAID SOUTH LINE 312.92 FEET; THENCE N.00°10'03"E. 350.90 FEET; THENCE N.89°50'43"E. 108.38 FEET; THENCE N.00°10'03"E. 6.90 FEET (RECORD= N.00°10'00"E. 7.23 FEET) TO THE SOUTH LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1273; THENCE EASTERLY AND NORTHERLY ALONG SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE THE FOLLOWING THREE (3) COURSES: (1) THENCE S.89°59'57"E. 84.15 FEET; (2) THENCE N.00°10'03"E. 208.71 FEET; (3) THENCE N.89°59'57"W. 192.53 FEET; THENCE N.00°10'03"E. 451.00 FEET TO THE SOUTH LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2268; THENCE N.89°57'52"E. ALONG SAID SOUTH LINE 206.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.198 ACRES

TOGETHER WITH: A STRIP OF LAND LYING EAST OF THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1177 AND OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS.

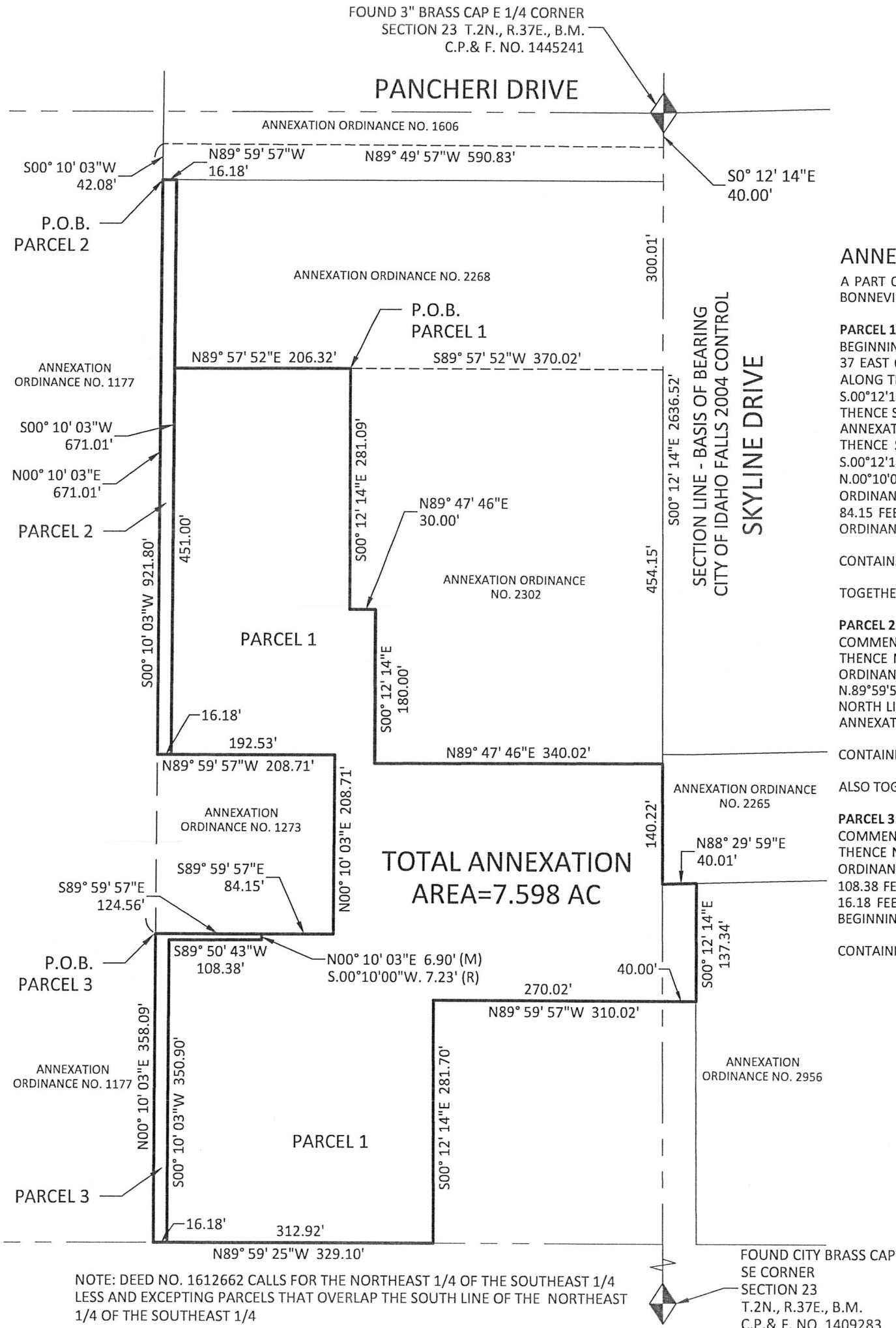
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CONTAINING 0.249 ACRES

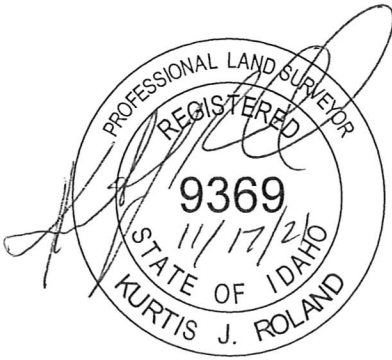
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CONTAINING 0.151 ACRES



1"=150'



**EAGLE ROCK  
ENGINEERING**

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

OFFICES AT:	SCOTT ROWLEY
1331 Fremont Ave. Idaho Falls, Idaho 83402	KURT ROLAND
310 N 2nd East, Suite 153 Rexburg, Idaho 83440	21068
	1"=150'
	NOVEMBER 2021
	ANNEXATION.DWG



## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

### **ANNEXATION OF APPROXIMATELY 7.598 ACRES IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST, GENERALLY LOCATED NORTH OF W 17<sup>TH</sup> S, EAST OF GRIZZLY AVE, SOUTH OF PANCHERI DR, WEST OF S SKYLINE DR**

**WHEREAS**, the applicant filed an application for annexation on May 26, 2021; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on July 20, 2021; and

**WHEREAS**, this matter came before the Idaho Falls City council during a duly noticed public hearing on December 9, 2021; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

#### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 7.598 acres generally located North of 17<sup>th</sup> S, east of Grizzly Ave, south of Pancheri Dr, west of S Skyline Dr.
3. This property is an enclaved parcel within the city's area of impact. It is surrounded by the City limits on three sides.
4. The application is a Category "A" annexation.
5. The Comprehensive Plan designates this area as Higher Density and Commercial.
6. Idaho Falls Planning and Zoning Commission recommended approval of annexation.

#### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation as presented.

**PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

---

Rebecca Casper - Mayor





# Memorandum

File #: 21-341

City Council Meeting

**FROM:** Brad Cramer, Director  
**DATE:** Tuesday, November 30, 2021  
**DEPARTMENT:** Community Development Services

## Subject

Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of LC, Limited Commercial with Airport Overlay Controlled Development Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 7.598 acres, Southeast ¼ of Section 23, Township 2 North, Range 37 East.

## Council Action Desired

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

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

## Description, Background Information & Purpose

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 7.598 acres, Southeast ¼ of Section 23, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its July 20, 2021, meeting and recommended approval of LC, Limited Commercial with the Controlled Development Airport Overlay Zone by a unanimous vote. Staff concurs with this recommendation and recommends approval.

## Alignment with City & Department Planning Objectives





Consideration of initial zoning must be consistent with the principles of the Comprehensive Plan which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

#### **Interdepartmental Coordination**

The initial zoning legal description has been reviewed by the Survey Division.

#### **Fiscal Impact**

NA

#### **Legal Review**

This application and ordinance have been reviewed by Legal pursuant to applicable law









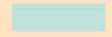
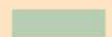

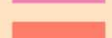
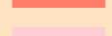





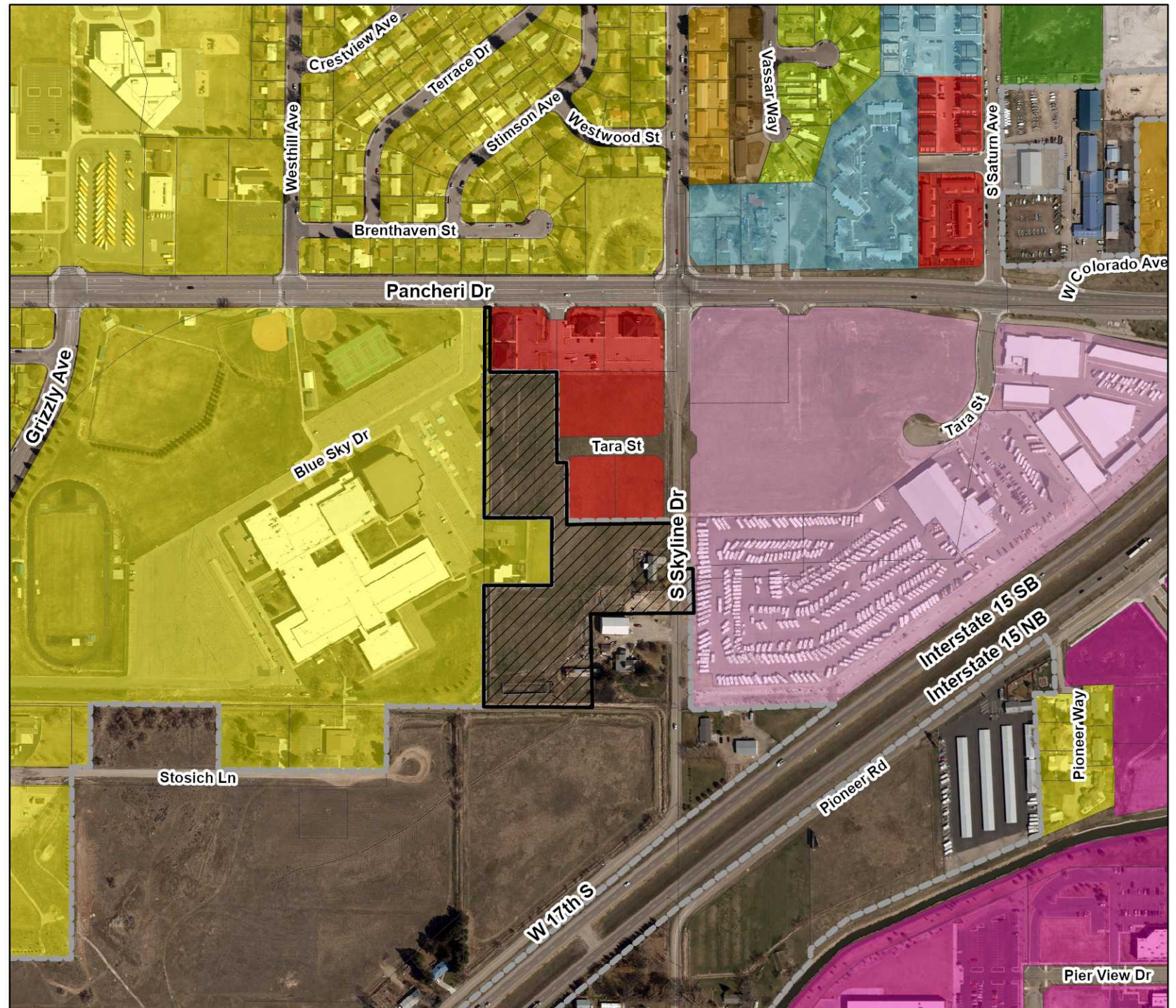
## Legend

 ANNX21-008

 City Limit

## Zoning

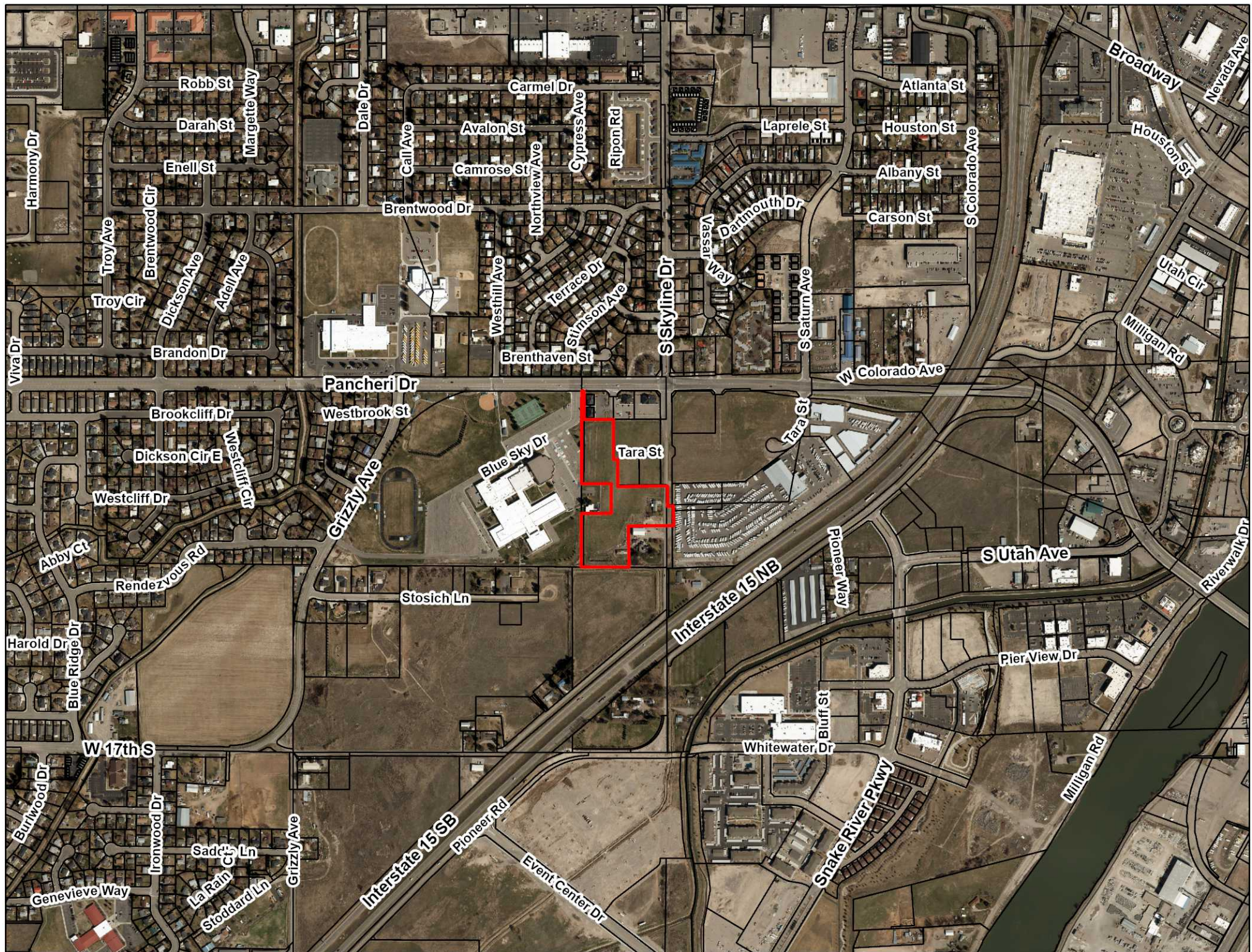
 RE  
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 R3  
 R3A  
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 CC  
 LC  
 HC  
 R&D  
 LM  
 I&M  
 P





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













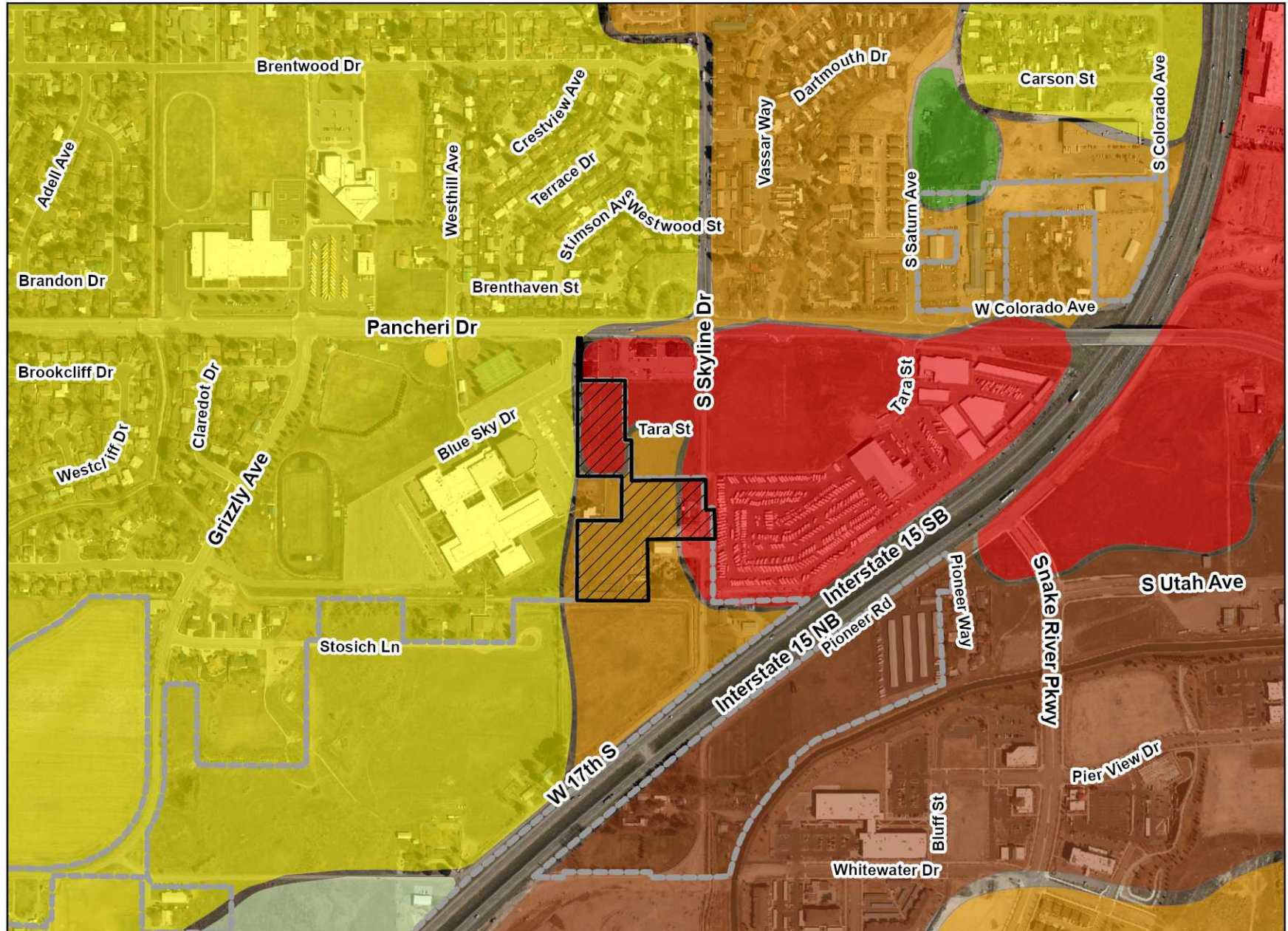


# Annexation and Initial Zoning

## ANNX21-008 Annex & Initial Zoning of LC Sec 23, T2N, R37E

 Estate	 Greenbelt Mixed Uses	 Commercial	 Higher Education Centers	 Railroad-related industrial
 Low Density	 Parks and Recreation	 Employment Centers	 Planned Transition	
 Higher Density	 Public Facilities and Open Spaces	 Medical Services Centers	 Highway-related industrial	

### Comprehensive Plan



IDAHO FALLS

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





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

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 7.598 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LC ZONE WITH AIRPORT OVERLAY CONTROLLED DEVELOPMENT ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is LC, Limited Commercial Zone with the Airport Overlay Controlled Development Zone for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Higher Density”; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with principles of the City of Idaho Falls Comprehensive Plan; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as “Higher Density” and “Commercial”; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on July 20, 2021, and recommended approval of zoning the subject property to LC Zone and the Airport Overlay Zone of Controlled Development; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on December 9, 2021.

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

**SECTION 1:** Comprehensive Plan Designation. The area described in Exhibit A are hereby given a Comprehensive Plan designation of Higher Density and Commercial.

**SECTION 2:** Legal Description. The lands described in Exhibit A are hereby zoned as LC Zone with the Airport Overlay Zone of Controlled Development.

**SECTION 3.** Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “LC” with the Airport Overlay Zone of “Controlled Development” and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

**SECTION 4.** Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be



held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**SECTION 5.** Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**SECTION 6.** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

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

CITY OF IDAHO FALLS, IDAHO

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

ATTEST:

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

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 7.598 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LC ZONE WITH AIRPORT OVERLAY CONTROLLED DEVELOPMENT ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

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



EXHIBIT "A"  
LEGAL DESCRIPTION (Page 1 of 1)

A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23 AND A PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS.

**PARCEL 1:**

BEGINNING AT A POINT THAT IS S.00°12'14"E. 300.01 FEET ALONG THE SECTION LINE AND S.89°57'52"W. 370.02 FEET FROM THE EAST 1/4 CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, SAID POINT BEING THE NORTHWEST CORNER OF THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2302; THENCE SOUTHERLY AND EASTERLY ALONG THE BOUNDARY LINE OF SAID ANNEXATION ORDINANCE THE FOLLOWING FOUR (4) COURSES: (1) THENCE S.00°12'14"E. 281.09 FEET; (2) THENCE N.89°47'46"E. 30.00 FEET; (3) THENCE S.00°12'14"E. 180.00 FEET; (4) THENCE N.89°47'46"E. 340.02 FEET TO THE EAST LINE OF SAID SECTION 23 AND THE WEST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2265; THENCE S.00°12'14"E. ALONG SAID WEST LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2265 A DISTANCE OF 140.22 FEET TO THE SOUTH LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2265; THENCE N.88°29'59"E. ALONG SAID SOUTH LINE 40.01 FEET TO THE WEST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2956; THENCE S.00°12'14"E. ALONG SAID WEST LINE 137.34 FEET; THENCE N.89°59'57"W. 40.00 FEET TO SAID EAST LINE OF SAID SECTION 23; THENCE N.89°59'57"W. 270.02 FEET; THENCE S.00°12'14"E. 281.70 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE N.89°59'25"W. ALONG SAID SOUTH LINE 312.92 FEET; THENCE N.00°10'03"E. 350.90 FEET; THENCE N.89°50'43"E. 108.38 FEET; THENCE N.00°10'03"E. 6.90 FEET (RECORD= N.00°10'00"E. 7.23 FEET) TO THE SOUTH LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1273; THENCE EASTERLY AND NORTHERLY ALONG SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE THE FOLLOWING THREE (3) COURSES: (1) THENCE S.89°59'57"E. 84.15 FEET; (2) THENCE N.00°10'03"E. 208.71 FEET; (3) THENCE N.89°59'57"W. 192.53 FEET; THENCE N.00°10'03"E. 451.00 FEET TO THE SOUTH LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2268; THENCE N.89°57'52"E. ALONG SAID SOUTH LINE 206.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.198 ACRES

TOGETHER WITH: A STRIP OF LAND LYING EAST OF THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1177 AND OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS.

**PARCEL 2:**

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN; RUNNING THENCE S.00°12'14"E. ALONG THE SECTION LINE 40.00 FEET; THENCE N.89°49'57"W. 590.83 FEET; THENCE S.00°10'03"W. 42.08 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE EAST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1177 AND A POINT ON THE SOUTH LINE OF ANNEXATION ORDINANCE NUMBER 1606, AND RUNNING THENCE ALONG THE SOUTH LINE OF SAID ORDINANCE 1606 N.89°59'57"E. 16.18 FEET TO THE WEST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2268; THENCE S.00°10'03"W. ALONG SAID WEST LINE EXTENDED 671.01 FEET TO THE NORTH LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1273; THENCE N.89°59'57"W. ALONG SAID NORTH LINE 16.18 FEET TO SAID EAST LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1177; THENCE N.00°10'03"E. ALONG SAID EAST LINE 671.01 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.249 ACRES

ALSO TOGETHER WITH: A STRIP OF LAND LYING EAST OF THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1177 AND OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS.

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CONTAINING 0.151 ACRES

Submitted By:

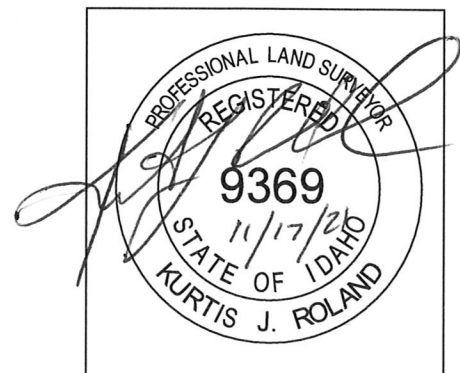
Firm Name: EAGLE ROCK ENGINEERING

Contact Name: KURT ROLAND

Phone Number: 208-542-2665

Email: kroland@erengr.com

Overall Document Page Range \_\_\_\_ of \_\_\_\_



ORIGINAL



# ANNEXATION ORDINANCE # \_\_\_\_\_

AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23,  
TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M., BONNEVILLE COUNTY, IDAHO

RECORDED WITH THE BONNEVILLE COUNTY RECORDERS OFFICE AS INSTRUMENT NO. \_\_\_\_\_

## ANNEXATION IN A PORTION OF THE SW 1/4 OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23 AND A PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS.

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CONTAINING 7.198 ACRES

TOGETHER WITH: A STRIP OF LAND LYING EAST OF THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1177 AND OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS.

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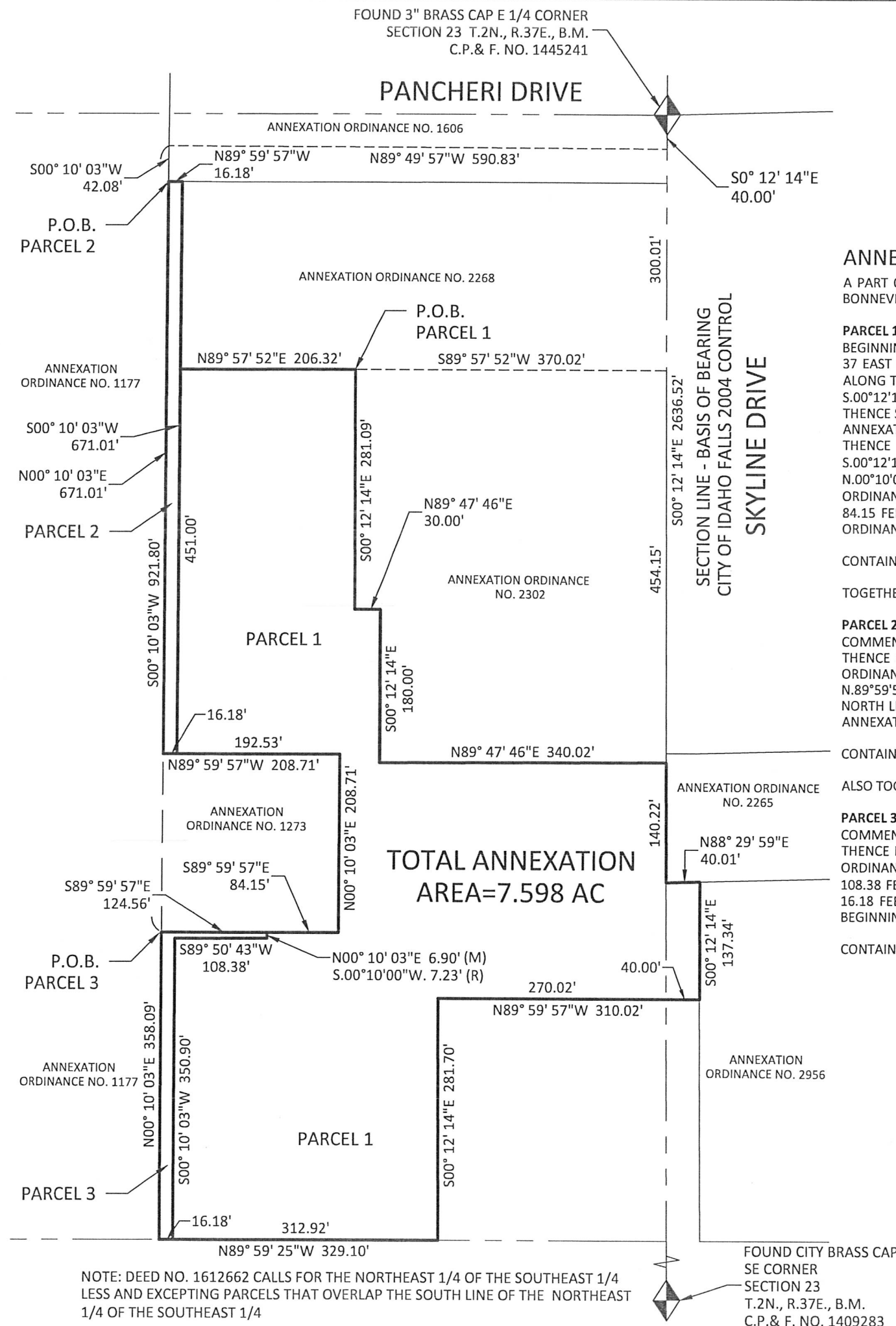
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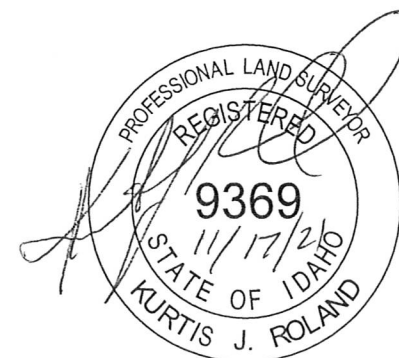
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CONTAINING 0.151 ACRES



1"=150'





# EAGLE ROCK ENGINEERING

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

OFFICES AT:	1331 Fremont Ave. Idaho Falls, Idaho 83402
	310 N 2nd East, Suite 153 Rexburg, Idaho 83440
DRAWN BY:	SCOTT ROWLEY
APPROVED BY:	KURT ROLAND
PROJECT NO.	21068
SCALE:	1"=150'
DATE:	NOVEMBER 2021
CAD NAME:	ANNEXATION.DWG



## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**INITIAL ZONING OF LC, LIMITED COMMERCIAL WITH THE AIRPORT  
OVERLAY ZONE OF CONTROLLED DEVELOPMENT, APPROXIMATELY 7.598  
ACRES IN SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE  
37 EAST, GENERALLY LOCATED NORTH OF W 17<sup>th</sup> S, EAST OF GRIZZLY AVE,  
SOUTH OF PANCHERI DR, WEST OF S SKYLINE DR**

**WHEREAS**, the applicant filed an application for annexation on May 26, 2021; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on July 20, 2021; and

**WHEREAS**, this matter came before the Idaho Falls City council during a duly noticed public hearing on December 9, 2021; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 7.598 acres generally located North of W 17<sup>th</sup> S, east of Grizzly Ave, south of Pancheri, and west of S Skyline Dr.
3. The Comprehensive Plan designates this area as Higher Density and Commercial.
4. The proposed zoning is LC, Limited Commercial. The LC zone and the Airport Overlay Zone of Controlled Development is consistent with the Comprehensive Plan map and policies and existing zoning in the area.
5. Idaho Falls Planning and Zoning Commission recommended approval of zoning the subject property to LC Zone with the Airport Overlay Zone of Controlled Development.

### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning as presented.

**PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

---

Rebecca Casper - Mayor



**File #:** 21-343

**City Council Meeting**

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Monday, November 29, 2021  
**DEPARTMENT:** Public Works

## Subject

Cooperative Agreement for Sewage Treatment with the City of Ucon

## Council Action Desired

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

Approval of the Cooperative Agreement and authorization for the Mayor and City Clerk to sign the necessary documents.

## Description, Background Information & Purpose

Attached for your consideration is a Cooperative Agreement for Sewage Treatment with the City of Ucon. The proposed agreement shall be effective upon execution and expire on November 30, 2026.

The proposed agreement, if approved, establishes billing rates for the next 5-years and also establishes connection fees for new services to the Ucon system.

## Alignment with City & Department Planning Objectives



This agreement supports the community-oriented goal of environmental sustainability.

## Interdepartmental Coordination

Appropriate departments have reviewed the agreement.



**Fiscal Impact**

The agreement establishes sewer service rates and connections fees for the City of Ucon.

**Legal Review**

The Service Agreement was prepared by the Legal Department.

2021-94



COOPERATIVE AGREEMENT FOR SEWAGE TREATMENT  
CITY OF IDAHO FALLS – CITY OF UCON

THIS COOPERATIVE AGREEMENT FOR SEWAGE TREATMENT (hereinafter “Agreement”), made this \_\_\_\_ day of \_\_\_\_\_, 2021, between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho, hereinafter called “Idaho Falls”, and the CITY OF UCON, IDAHO, a municipal corporation of the State of Idaho, 3787 East 112 North, Ucon, Idaho, 83454 hereinafter called “Ucon”.

WHEREAS, Idaho Falls and Ucon have been under a long term agreement where Idaho Falls has agreed to accept and treat all domestic and commercial sewage effluent flowing from and within the boundaries of Ucon; and

WHEREAS, the term of that long term agreement has ended; and

WHEREAS, Ucon desires to operate and maintain a sanitary sewage collection system to serve all residences, businesses and industrial facilities located within the Ucon Service Area described in Exhibit “A” attached hereto; and

WHEREAS Ucon desires to obtain treatment of sewage generated within the Ucon Service Area, and whereas, Idaho Falls currently owns and operates its own Sewage Treatment Plant and is willing to provide sanitary sewage treatment services to Ucon pursuant to a written agreement; and

WHEREAS, the parties desire to establish a basis for identifying and distributing the costs of treating Ucon sewage; and

WHEREAS, Idaho Falls and Ucon desire to enter into an agreement whereby the sewage to be collected from Ucon shall be placed into the Idaho Falls system for the primary and secondary treatment thereof.

NOW, THEREFORE, it is hereby agreed as follows:

SECTION 1. Definitions

1.1 Flow Measuring Device: A device installed at the Lewisville Measuring Station, which device shall measure the volume of Ucon Sewage.



- 1.2 Idaho Falls Sewer Ordinance: Title Eight, Chapter One, Idaho Falls City Code, as amended from time to time.
- 1.3 Industrial Wastes: Any flow discharged to the waste water treatment system identified in the current Standard Industrial Classification Manual (non-residential).
- 1.4 Lewisville Measuring Station (L.M.S.): A building, real property, and other equipment, structures, and facilities, including the Flow Measuring Device, owned by Ucon, and located in the proximity of the intersection of Lewisville Road and U.S. Highway 20 in Bonneville County, Idaho.
- 1.5 Sewage Treatment Plant: The sewage treatment plant, equipment, devices, building, real property, and other facilities owned by Idaho Falls and located at 4055 Glen Koester Ln, Idaho Falls, Idaho, including any future additions, modifications or expansions thereof.
- 1.6 Transport Path: The pipeline or other facility that transports Ucon sewage from the L.M.S. to the Sewage Treatment Plant.
- 1.7 Ucon Service Area: The area described in Exhibit "A" attached hereto.
- 1.8 Ucon Sewer System: All sewer collection lines, interceptors, pumps, lift stations, buildings, equipment and devices, and the Lewisville Measuring Station and all other real or personal property owned by Ucon and used for the purpose of collecting or conveying sewage from the Ucon Service Area.
- 1.9 Ucon Sewage: All sewage originating from the Ucon Service Area.

## SECTION 2. Purpose

- 2.1 To provide for an economical and efficient means of providing sanitary sewer service to Idaho Falls and Ucon.
- 2.2 To provide for maximum utilization of the Idaho Falls sewage treatment facilities and the interceptor sewers used to transport sewage to the treatment facility.
- 2.3 To provide for proper operation and maintenance of said facilities.
- 2.4 To establish the basis for identifying and distributing costs to each party.

## SECTION 3. Sewer Treatment Facilities



- 3.1. Idaho Falls agrees to accept all sewage from domestic and commercial users from the Ucon Service Area which meet the quality standards of the Idaho Falls sewer ordinances and the Environmental Protection Agency Guidelines and Regulations to transmit said sewage to the existing treatment plant or any future treatment plant which may be constructed by Idaho Falls to serve the Ucon Service Area, and to provide for treatment and disposal of said sewage, all in accordance with applicable federal, state, and local laws, ordinances, and regulations.
- 3.2. Industrial wastes shall be accepted into the sewer system only upon the execution of a separate permit executed by Idaho Falls, Ucon, if the industrial user is within the Ucon Service Area or will use any sewer within Ucon, and the industrial user generating such wastes. Such separate permit shall fix the nature, quantity, and quality of acceptable wastes. The computation of unit charges for industry users shall be computed in conformance with all federal and state regulations and guidelines pertaining thereto, at such time as industrial wastes are discharged into the facilities of Ucon. Provided that there exists adequate capacity in the sewer system to accommodate additional industrial wastes, it is expressly understood and agreed that Idaho Falls will not unreasonably refuse to enter into such separate permit with an industrial user within the Ucon area, but will give industrial users the same consideration as any other applicant seeking to use the Idaho Falls facilities. Sewer service shall be provided to such industrial users, and payment therefore shall be collected by Ucon and remitted to Idaho Falls.
- 3.3. Idaho Falls agrees to operate and maintain the Sewage Treatment Plant in accordance with the procedures and standards established by the State of Idaho, Department of Health and Welfare, and the Idaho Department of Environmental Quality and in conformity with any applicable federal or state laws or regulations.
- 3.4. Ucon agrees to operate and maintain the Ucon Sewer System in accordance with the standards set forth in the Idaho Falls Sewer Ordinance, Idaho Falls' wastewater and sewage treatment permits, and all relevant state and federal laws, as amended from time to time. Ucon shall also require any commercial or industrial user of the Ucon Sewer System to allow authorized personnel from Idaho Falls and Ucon at all reasonable hours to enter and inspect the sewer facilities of said user, and all records pertaining to the operation thereof, for the purpose of conducting sampling, testing, measuring or other monitoring procedures



to determine said user's compliance with all federal, state and local laws, ordinances, rules and regulations. Where practical, Idaho Falls shall give Ucon notice and an opportunity to attend such inspections, unless the circumstances constitute an emergency. All industrial waste user permits shall include a specific provision requiring the user to comply with all ordinances of Ucon and Idaho Falls that are pertinent to the services.

#### SECTION 4. Collection System

- 4.1 Ucon shall maintain the entire Ucon Sewer System for the purpose of providing sewage collection services to all of the residents, businesses, and industrial users located within the Ucon Service Area (Exhibit A), who qualify to receive such services; provided, however, that Ucon reserves exclusive discretion to determine at what times and in what manner it shall expand the Ucon Sewer System for the purpose of offering sewer service to additional users in the Ucon Service Area outside the Ucon City limits, as long as such expansion is done in a manner consistent with this Agreement.
- 4.2 Ucon shall maintain the Flow Measuring Device at the Lewisville Measuring Station (Exhibit B). The Flow Measuring Device shall provide for a continuous flow recording and shall permit easy access for operation and maintenance.
- 4.3 The Ucon Sewer System shall be maintained in conformity with all applicable federal, state and local laws, ordinances or regulations, including the regulations of the State of Idaho, Department of Health and Welfare and Idaho Department of Environmental Quality, and further shall be constructed in conformity with standards at least as high as those contained in the latest edition of "Standard Specifications for Sewer Construction" or Idaho Standards for Public Works Construction prepared and published by the City of Idaho Falls, which Standard Specifications are hereby incorporated by reference; provided, however, that existing facilities shall not be required to be replaced, nor shall new facilities be required to be constructed, for the sole purpose of bringing them into conformity with those standards, unless specifically ordered by State or federal mandate. All construction within the Ucon Sewer System and any sewer interceptors, measuring devices or facilities installed or constructed pursuant to the terms hereof shall be properly inspected by Ucon prior to burial or commencement of use thereof, whichever is earlier.



- 4.4 Ucon shall own, operate and maintain the Ucon Sewer System upstream of and including the Lewisville Measuring Station (Exhibit B), including the Station itself. Idaho Falls shall own, operate and maintain the system downstream of the Lewisville Measuring Station, including the Sewage Treatment Plant and the Transport Path.

#### SECTION 5. Operation and Maintenance

- 5.1 Each of the parties agree that it will operate its respective sewer system and facilities in a manner which will provide for safe, efficient and sound administration, maintenance, and operation thereof. Each of the parties agrees that its designated representatives will meet at such reasonable times and places as may be requested by either of the parties in order to discuss and coordinate the operation of the interceptors, facilities and services contemplated herein. The parties further agree that they may from time to time adopt mutually agreeable operational rules in writing as may be necessary to assure the safe, efficient and sound operation of the system and facilities contemplated hereby.
- 5.2 In the event it becomes necessary to expand, alter, reconstruct, redesign, or replace a portion of the Sewage Treatment Plant or the Transport Path, including the prospect of a continuing peak-flow problem under 5.3, below, Ucon shall participate in the payment of all design, construction and other costs of any kind or nature associated therewith in proportion to the total volume of all Ucon Sewage flowing through the Sewage Treatment Plant and the Transport Path as compared to the total volume of all sewage flowing through the Sewage Treatment Plant or the Transport Path, based upon the average daily flow for the ninety (90) day period immediately preceding the commencement of such design and construction. For the purpose of determining the percentage of costs to be shared by each party, the proportion shall be computed separately for the Sewage Treatment Plant and each segment or portion of the Transport Path having a different relative proportion of Ucon-Idaho Falls sewage flowing there through. Nothing herein shall be construed to require Ucon to pay any separate costs of maintaining said Sewage Treatment Plant or Transport Path.
- 5.3 In the event any Idaho Falls interceptor carrying Ucon Sewage exceeds pipe capacity and becomes surcharged at any time as a result of "peak flows" from the Ucon Sewer System, Ucon shall design and construct, in a manner acceptable to Idaho Falls and at Ucon's cost, a holding and pumping facility to provide for the transport of Ucon Sewage through Idaho



Falls interceptor lines at times other than during periods of peak flow. Ucon shall acquire all property and rights of way for the construction of said holding facility and shall construct the same in accordance with Idaho Falls' design standards and any other standards required by federal, state or local law.

- 5.4 In the event that Ucon Sewage enters the Idaho falls system with a dissolved oxygen content less than 0.5 Mg/L and in a septic condition Ucon shall upon request by Idaho Falls, design and construct a sewage freshening facility to treat such septic sewage and render the same in a condition which meets all sewage pretreatment standards of the Idaho Falls Sewer Ordinance and any federal or state laws or regulations.

#### SECTION 6. Sewer Service Charges

- 6.1. Ucon agrees to pay Idaho Falls a monthly sewage treatment charge for waste based upon the total volume of Ucon Sewage entering the Idaho Falls sewer system at the Flow Measuring Device after deducting there from the volume of sewage generated by industrial waste dischargers or other users for which a separate charge and permit has been mutually agreed upon. The monthly sewage treatment charge for waste shall be based upon each 1000 gallons of sewage measured at the flow measuring device, and shall be computed in the manner set forth in Section 6.3 below.
- 6.2. Idaho Falls shall at all times have access to the Flow Measuring device for the purpose of reading the same, and shall submit a monthly statement to Ucon setting forth the total monthly sewage treatment charges for the preceding calendar month. Payment for such statement shall be due and payable within thirty (30) days following the date of each billing. In the event the Flow Measuring Device becomes inoperable or otherwise inaccurately measures the volume of Ucon Sewage flowing there through, then the sewage treatment charges shall be estimated and billed by Idaho Falls, based upon average daily flows as determined by the Flow Measuring Device for the six-month period of time immediately preceding the date Idaho Falls determines that the Flow Measuring Device became inoperable or began malfunctioning.
- 6.3. The parties agree that the sewage treatment charge for waste shall be established and may be adjusted annually by Idaho Falls in accordance with the following method:



The parties agree that the monthly sewer service charge to be paid by Ucon shall be calculated as follows:

- a. Average monthly charge to Idaho Falls Residential Accounts
- b. Divided by the Average Monthly flow per account of five thousand five hundred (5,500) gallons per residential account based on the City of Idaho Falls Wastewater Rate Study by Galardi Rothstein Group dated March 2021, p. 20.
- c. An adjustment credit shall be applied for the following services not provided to Ucon by Idaho Falls:
  - i. Storm drainage
  - ii. Billing and collection
  - iii. Maintenance and Capital expenditures for Idaho Falls collection system.
- d. The Ucon adjustment credit for items listed in 6.1c above is set at twenty-three and thirty-six hundredths' percent (23.36%) based on the forecast calculation from Fiscal Years (FY) 2020 through 2025 from the City of Idaho Falls Wastewater Rate Study by Galardi Rothstein Group dated March 2021, p. 19.
- e. An additional surcharge of ten percent (10%) is then added by Idaho Falls for all Sewer Service Customers outside of the Idaho Falls City Limits.
- f. This shall equal the cost per gallon to be charged to Ucon, subject to adjustments to the Idaho Falls Fee Resolution set by the Idaho Falls City Council. A projected rate schedule for FY2022 through FY 2026 is shown below in figure 6.1.
- g. Monthly charges shall be rounded to the nearest thousand (1000) gallons.

Figure 6.1

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Projected increase	33.8%	25%	2.13%	1.83%	2%
Applicable Schedule	Dec 2021- Sept 2022	Oct 2022 – Sept 2023	Oct 2023 – Sept 2024	Oct 2024 – Sept 2025	Oct 2025 – Sept 2026
Base Rate	\$2.59	\$ 3.24	\$3.48	\$3.55	\$3.62
Outside City Surcharge	10%	10%	10%	10%	10%
<b>Rate with surcharge</b>	<b>\$2.85</b>	<b>\$3.56</b>	<b>\$3.83</b>	<b>\$3.90</b>	<b>\$3.98</b>



- 6.4. In addition to the sewage treatment charge set forth above, Ucon agrees to pay the separate sewage treatment charge for industrial waste dischargers computed in the manner set forth in Sections 3.2 and 6.4, herein. Ucon shall be allowed access at all reasonable times for inspection of all financial records and information necessary to confirm the amount of all sewage treatment charges under this Agreement.
- 6.5. Ucon agrees that it will not permit nor allow any industrial waste discharger to connect to or otherwise use the Ucon Sewer System without first requiring such industrial waste discharger to execute a separate Industrial Waste Acceptance Permit among such user, Ucon and Idaho Falls. Such permit shall specify the nature, quality and quantity of industrial waste which the industrial waste discharger shall be permitted to discharge into the Ucon Sewer System. Such permit shall also require the industrial waste discharger to install a flow measuring device on the sewer line connecting the property of such industrial waste discharger to the Ucon Sewer System. No person or entity shall be entitled or allowed to discharge industrial wastes into the Ucon Sewer System which does not meet the pretreatment standards of the Idaho Falls Sewer Ordinance or the rules and regulations of the U.S Environmental Protection Agency or any other state or federal agency having jurisdiction over the operations of the Sewage Treatment Plant. Ucon agrees to pay to Idaho Falls all industrial waste disposal charges computed in accordance with the Idaho Falls City Code and Fee Resolution. Such industrial waste unit charges shall be billed to Ucon by Idaho Falls on a monthly basis and shall be due and payable within thirty (30) days after the date of the billing. Notwithstanding the foregoing, nothing herein shall be deemed to prohibit Ucon from charging and collecting a reasonable fee from the industrial waste discharger in addition to the unit charges computed in accordance with the Idaho Falls City Code. Idaho Falls may periodically adjust the unit charges for industrial waste dischargers in accordance with the method set forth in the Idaho Falls Sewer Ordinance. All industrial waste user permits shall include provisions authorizing such adjustment of service charges in accordance with this Agreement. Ucon agrees to adopt and diligently enforce an ordinance regulating industrial waste dischargers that is at least as stringent and as broad in scope as the corresponding ordinance of the City of Idaho Falls from time to time.



- 6.6. Ucon will establish and collect such sewer service charges and fees which should be sufficient to prudently operate and maintain the Ucon Sewer System and to pay Idaho Falls. Ucon further agrees that all of the fees, charges and obligations set forth herein shall be deemed to be an ordinary and necessary expense for the maintenance and operation of the Ucon Sewer System.

#### SECTION 7. Sewer Connection Fee

- 7.1 Ucon agrees that it will not permit or allow any person or entity not physically located within the Ucon Service Area as shown in Exhibit A to connect to or otherwise use the Ucon Sewer System, without the express written consent of Idaho Falls.
- 7.2 Idaho Falls requires a sewer connection fee from each customer or building which connects to the sewer system within the Idaho Falls City Limits. This fee has been specifically established to recover prior system investment costs from new residential and commercial customers in proportion to the claims each type of customer places on unused wastewater system capacity.
- 7.3 Ucon agrees that a similar connection fee shall be established for the Ucon sewer system and that the amount of this fee shall never be an amount less than that established by Idaho Falls. Ucon shall pay a proportionate share of forty-five and three tenths' percent (45.3%) of the Idaho Falls connection fee applicable rate to Idaho Falls for each new connection made to the Ucon system contributing wastewater to be treated by Idaho Falls. Connection fees will be subject to adjustment to Idaho Falls fees as applicable. Current connection fee rates are per figure 7.2 below with equivalency shown between Idaho Falls Water Meter Size and Ucon Equivalent Residential Units (ERU's), where an ERU is equivalent to a one-inch water meter size.

Figure 7.2

Water Meter Size	Equivalency Meter Ratio	Idaho Falls Connection Fee	Ucon Conn. Fee
<b>1" Meter</b>	<b>1.0</b>	<b>\$1,285</b>	<b>\$ 582</b>
1.5" Meter	2.0	\$2,570	\$ 1,164
2" Meter	3.2	\$4,112	\$ 1,862
3" Meter	6.4	\$8,224	\$ 3,725
4" Meter	10.0	\$12,850	\$ 5,820
6" Meter	20.0	\$25,700	\$ 11,640
8" Meter	32.0	\$41,120	\$ 18,624



Connection fees collected shall also be included as part of the monthly billing.

#### SECTION 8. Term of Contract, Review, Renewal

- 8.1. This agreement shall be binding upon the parties hereto, their successors, and assigns for the Effective Agreement Period established in Section 10.
- 8.2. Upon full and faithful performance of its obligations hereunder, Ucon shall be entitled to continued service through the Idaho Falls sewer system during the life, and under the terms, of this cooperative agreement, subject to any amendments hereof, or adjustments of use charges, made pursuant to the terms of this cooperative agreement, or by mutual agreement following renegotiation.

#### SECTION 9. Miscellaneous Provisions

- 9.1. It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.
- 9.2. In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.
- 9.3. This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter thereof, and supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement shall be in writing and executed by the authorized representatives of the parties.
- 9.4. In the event that any part of this Agreement is found to be illegal, or in violation of public policy, or for any other reason unenforceable, such finding shall in no event invalidate or render unenforceable the other parts of this Agreement, unless such finding defeats the essential purpose of this Agreement.



- 9.5. Each party agrees to aid and assist the other in accomplishing the objectives of this agreement, including, but not limited to, using its efforts in communication, supplying requested information and considering all recommendations.
- 9.6. Each party agrees to obtain and keep in force and effect during the life of this Agreement a policy or policies of public liability insurance covering loss or damage to the sewer system of the other party, or to third parties, by act or omission of the party insured. Idaho Falls' liability coverage is provided through the Idaho Counties Risk Management Program ("ICRMP"). Limits of liability with respect to claims covered by the Idaho Tort Claims Act, are five hundred thousand dollars (\$500,000) Combined Single Limits, which amount is Idaho Falls' limit of liability under the Idaho Tort Claims Act. Idaho Falls shall maintain its insurance through ICRMP throughout the term of this Agreement and any extension thereof. Ucon shall obtain a liability insurance policy with combined single limits in the amount of five hundred thousand dollars (\$500,000).
- 9.7. As a specific condition of this Agreement, Ucon agrees to enact, amend, and diligently enforce during the life of this Agreement a sewer ordinance, or ordinances, which is or are as stringent and as broad in scope as the Idaho Falls Sewer Ordinance, or ordinances, presently in force or hereafter enacted, establishing standards for quality of sewage entering the sewer system and otherwise governing all aspects of the construction, maintenance, and operation of the Ucon Sewer System. Ucon further agrees to take the necessary steps properly to police and enforce those provisions which relate to the discharge of waters and waste into the sewer system. Ucon's ordinances and the enforcement thereof shall comply in all respects with all relevant requirements of the Idaho Falls Sewer Ordinance, Idaho Falls' wastewater and sewage treatment permits, and all relevant state and federal laws, as amended from time to time.
- 9.8. Each party agrees that it will keep and maintain in force and effect throughout the term of this Agreement a policy or policies of public liability insurance insuring loss or damage to the sewer system or property of the other party or any third party, arising from any negligent act or omission of the party insured in conjunction with the construction, operation or maintenance of the respective sewer systems of the parties hereto. Such insurance policy shall be in an amount of not less than \$500,000 single limit for a bodily injury and \$100,000 per occurrence for property damage. Notwithstanding the foregoing, in the event such



liability insurance is not reasonably obtainable from the municipal insurance market, then and in such event, each of the parties agrees that to extent permitted by law, it will establish such reserves as may be reasonably necessary to provide for self-insurance to the extent of the liability limits set forth herein. The establishment of such reserves shall be in accordance with regularly established standards or practices of the municipal insurance underwriting business within the state of Idaho.

- 9.9. Ucon agrees to indemnify, defend and hold Idaho Falls harmless from any and all claims, actions, causes of action, fees, costs, or claims of any kind or nature arising from any act or omission of Ucon, or its agents, employees or contractors, arising from the maintenance and operation of the Ucon Sewer System.
- 9.10. In the event either party breaches its covenants and obligations set forth herein, the non-breaching party may terminate this Agreement, provided that the party desiring to terminate this agreement shall first give written Notice of Default to the other party specifying the manner in which the other party is in default of the terms hereof. In the event the breach is for failure to pay any monetary obligation, and defaulting party fails to remedy or cure said default within thirty (30) days after the date the Notice of Default is delivered, then, and in such event, the non-defaulting party may terminate this Agreement. In the event the default is for any other failure to fully and completely perform the terms and conditions hereof, the defaulting party shall acknowledge and substantially and in good-faith commence to cure said default within thirty (30) days after the date written notice is given. In the event the defaulting party should fail to diligently prosecute and fully and completely cure said default within a reasonable time after said written notice is acknowledged, then, and in such event, the non-defaulting party may terminate this Agreement.
- 9.11. In the event either party breaches its covenants and obligations set forth herein, either party may pursue any other remedy available at law or in equity.

#### SECTION 10. Effective Agreement Period

- 10.1. This Agreement shall commence upon the execution hereof and shall continue to and until November 30, 2026, or until Ucon operates its own community sewage system, approved by the Idaho Department of Environmental Quality as an acceptable alternative to treatment by the City of Idaho Falls, whichever shall happen sooner. Ucon shall give not



less than twelve (12) months' notice to Idaho Falls of Ucon's intention to undertake the maintenance and operation of Ucon's own community sewer facilities. Ucon also shall give not less than twelve (12) months prior written notice to Idaho Falls of its intention to pursue wastewater treatment service from any provider other than Idaho Falls for the wastewater effluent covered by this Agreement. Any notice required by this paragraph, need not exceed the term of this Agreement if less than twelve (12) months remain on the term. Idaho Falls agrees that it shall not impede Ucon's efforts to operate its own community sewage system.

- 10.2. The parties acknowledge that this Agreement is not a Joint Powers Agreement under the Idaho Code, and will not be interpreted as such.

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

ATTEST:

CITY OF IDAHO FALLS

---

Rebecca L. Noah Casper, Mayor

---

Kathy Hampton, City Clerk

(SEAL)

ATTEST:

CITY OF UCON

---

Craig Sturman, Mayor

---

Ronda Deason  
City Clerk

(SEAL)

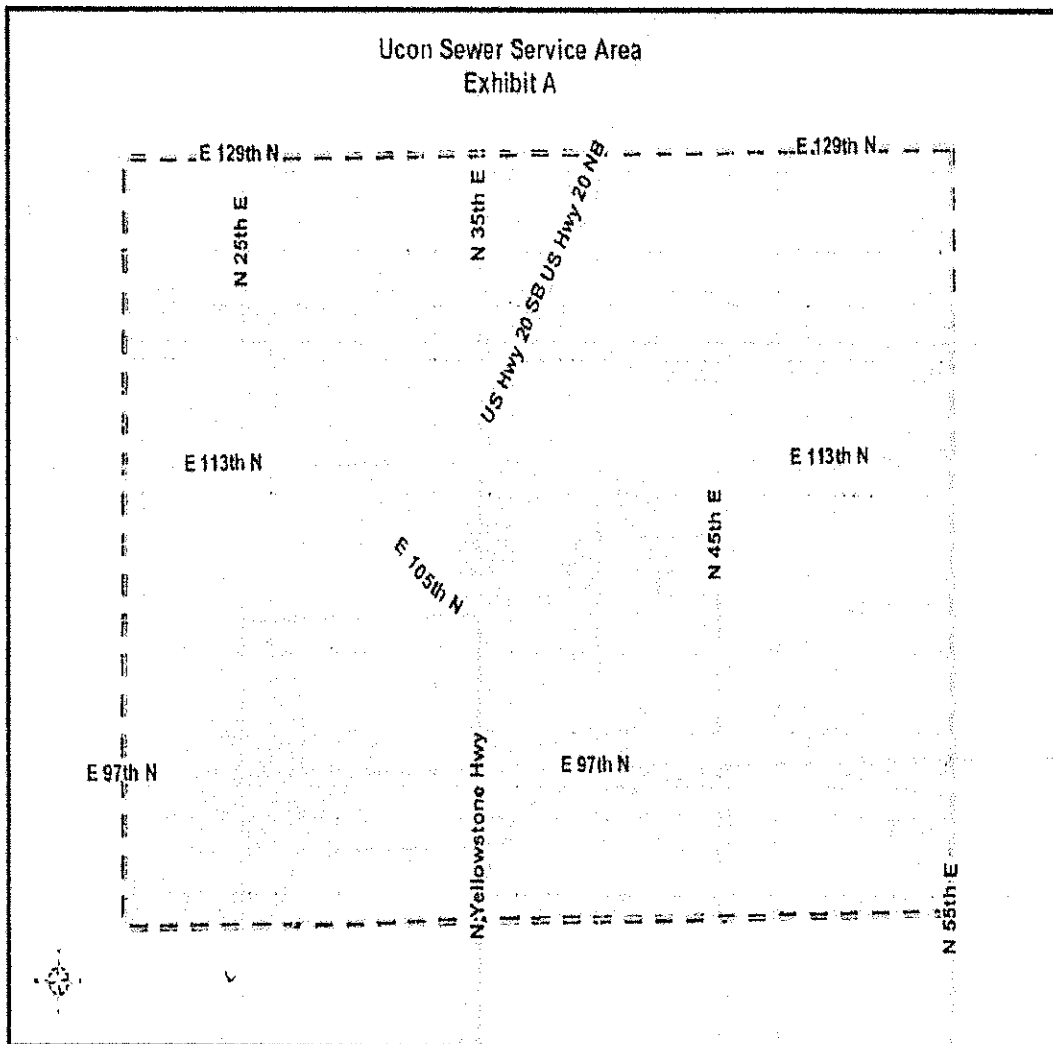


## EXHIBIT "A" Ucon Service Area

### LEGAL DESCRIPTION OF UCON SEWER SERVICE AREA

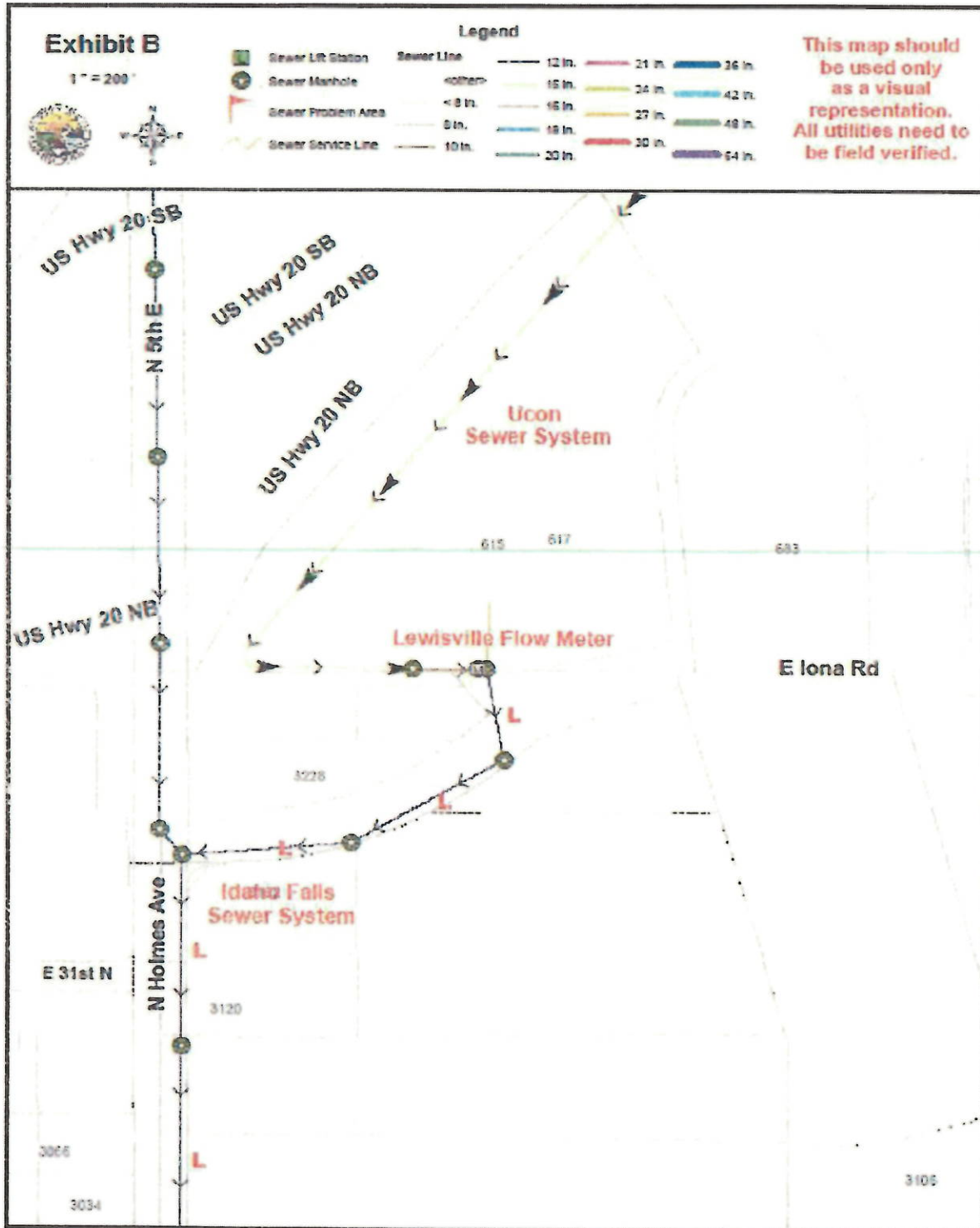
The Ucon Sewer Service Area shall be that area enclosed within the following described boundary, all of which is located within T.3N., R.38E., B.M.:

Commencing at the Northeast corner of Section 12 then proceeding west along the section line to the north quarter corner of Section 9; thence south along the quarter section line to the center of section 21; thence east along the quarter section line to the east quarter corner of section 24; thence north along the section line to the northeast corner of section 12, which point is also the point of beginning.





## EXHIBIT "B" Lewisville Measuring Station





# Memorandum

**File #:** 21-345

**City Council Meeting**

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Tuesday, November 30, 2021  
**DEPARTMENT:** Public Works

## Subject

Cooperative Agreement and Resolution with the Idaho Transportation Department (ITD) for two intersections along North Yellowstone Highway

## Council Action Desired

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

Approval of the Cooperative Agreement and Resolution with ITD for two Intersections along North Yellowstone Highway and authorization for Mayor and City Clerk to sign the documents or take other action deemed appropriate.

## Description, Background Information & Purpose

Attached for your consideration is a Cooperative Agreement for cost sharing with ITD for two concrete intersection replacement projects. The intersections include 1.) North Yellowstone Highway and Broadway and 2.) North Yellowstone Highway and Lincoln Road. The agreement stipulates that the city will be responsible for all costs associated with replacement of the water line beneath these concrete intersections. The city will also supply the water line materials needed to complete this work.

## Alignment with City & Department Planning Objectives



This agreement supports the community-oriented results of reliable public infrastructure by replacing aging water lines beneath these two intersections.

## Interdepartmental Coordination



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

**Fiscal Impact**

Costs associated with this work will be paid for by the Water Division. The estimated cost for water line replacement is \$300,000 and the cost of supplied materials is anticipated to be \$95,000. Sufficient funding and budget authority exist to complete these improvements.

**Legal Review**

The Agreement has been reviewed by the City Attorney.



**COOPERATIVE AGREEMENT  
PROJECT NO. A020(420)  
CONCRETE INTERSECTIONS, IDAHO FALLS  
BONNEVILLE COUNTY  
KEY NO. 20420**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF IDAHO FALLS**, hereafter called the City.

**PURPOSE**

The State has programmed a project to replace deteriorating concrete sections in intersections along US 26 Yellowstone Highway. This project includes replacing City waterlines located under the State roadway at two US 26 Yellowstone intersections, (Broadway and Anderson/Lincoln), as shown on the attached Exhibit A. This agreement will set out the terms and conditions for the work, materials and funding.

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

**SECTION I.** That the State will:

1. Utilize the City's provided defined limits of special backfill for the engineer's estimate.
2. Prior to advertisement, provide City the engineer's estimate for construction of the project to include replacing the waterlines as is at the US 26 Yellowstone and Broadway and US 26 Yellowstone and Anderson/Lincoln intersections.
3. Program construction of the project and execute all necessary agreements.
4. Will construct this project, including replacing City



waterlines located at the US 26 Yellowstone and Broadway and US 26 Yellowstone and Anderson/Lincoln intersections, in accordance with provided City standards and State Highway Construction Standards.

5. Designate the personnel, as the State deems necessary, to supervise and inspection waterline replacement during the construction the project.
6. Notify the City of any planned changes or modification to the approved waterline plans.
7. Maintain complete accounts of all project funds received and disbursed, which will be used to determine the final project costs.

**SECTION II.** That City will:

1. Upon execution of this agreement, provide the State the defined limits of special backfill in accordance to City standards.
2. Pay for the waterline replacement portion of the project at the US 26 Yellowstone and Broadway and US 26 Yellowstone and Anderson/Lincoln intersections.
3. Purchase the replacement waterline materials and provide the State the Buy America steel certification of the said material.
4. Prior to advertisement, pay to the State the City's portion of construction costs based on the engineer's estimate.
5. Funds owed by City shall be remitted to the State through the ITD payment portal at:  
<https://apps.itd.idaho.gov/PayITD>
6. Designate City Waterline Inspector(s) to inspection waterline replacement during the construction of the project.
7. Notify the State of any planned changes or modification



to the approved plans.

8. Upon completion of the project, accept all maintenance responsibility for the newly replaced waterlines.

**SECTION III.** It is agreed that:

1. The State and City will pay their portion of the project costs prior to project advertisement. Final accounting and remuneration will be accomplished at project completion.
2. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgement, the Federal Government or legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and by otherwise effective as provided in this Agreement.
3. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual consent of City and the State.

(This space is intentionally left blank)



**EXECUTION**

This Agreement is executed for the State by its District Engineer, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of Idaho Falls.

**IDAHO TRANSPORTATION DEPARTMENT**

\_\_\_\_\_  
District Engineer

**ATTEST:**

**CITY OF IDAHO FALLS**

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

\_\_\_\_\_  
Mayor

(Seal)

By regular meeting  
on \_\_\_\_\_

cf: Coop Waterlines



RESOLUTION

**WHEREAS**, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, to replace deteriorating concrete sections in intersections along US 26 Yellowstone Highway; and

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

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

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

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

1. That the Agreement for replacing concrete pavement in two intersections is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

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

\_\_\_\_\_, \_\_\_\_\_.

(Seal)

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



# Memorandum

**File #:** 21-346

**City Council Meeting**

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Tuesday, November 30, 2021  
**DEPARTMENT:** Public Works

## Subject

State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Pancheri Trail, Phase 2 Project

## Council Action Desired

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

Approval of the State Local Agreement and Resolution with ITD for Pancheri Drive, Phase 2 project and authorization for Mayor and City Clerk to sign the documents or take other action deemed appropriate.

## Description, Background Information & Purpose

Attached for your consideration is a State Local Agreement for design and construction with ITD to complete pedestrian improvements to the Pancheri Bridge. Proposed work includes the widening of the pedestrian sidewalk on the north side of the bridge to 10 feet. Concrete railing will also be placed on both sides of the bridge similar to that which exists on the Broadway Bridge.

These improvements will greatly enhance safety for all users of the Pancheri Bridge.

## Alignment with City & Department Planning Objectives



This agreement supports the community-oriented results of reliable public infrastructure and transportation by enhancing usability and safety on the Pancheri Bridge.



**Interdepartmental Coordination**

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

**Fiscal Impact**

The total cost of the project is anticipated to be \$539,500. This agreement requires city financial contribution toward the project with a match rate of 7.34% for an estimated total of \$39,599.00. An initial deposit of \$3,960.00 is required to begin project development.

**Legal Review**

The Agreement has been reviewed by the City Attorney.



**STATE/LOCAL AGREEMENT  
(DESIGN AND CONSTRUCTION)  
PROJECT NO. A022(959)  
PANCHERI TRAIL PH 2, IDAHO FALLS  
KEY NO. 22959**

**PARTIES**

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

**PURPOSE**

The Sponsor has requested funding under the Transportation Alternatives (TAP) Program as detailed in the project Application, a copy of which is attached as Exhibit A. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

The Sponsor acknowledges that this Agreement covers a project wherein federal aid funds will be allocated, and Sponsor will comply with the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

**NOTE:** The Sponsor is responsible for complying with all project requirements and project administration procedures outlined in the Transportation Alternatives Program Manual available at <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html> .

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

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

The Parties agree as follows:

**SECTION I. GENERAL**

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act, in obtaining federal participation in the design and construction of the project.



2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23 U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.
3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: <https://apps.itd.idaho.gov/PayITD>.
4. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. The maximum Federal-aid for this project is \$499,901.
5. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
  - a. Project Development (State, Consultant, Local) - \$54,500
  - b. Construction - \$485,000
  - c. Total Estimated Project Costs - \$539,500
6. The Sponsor's match for this project will be provided in cash in the amount of 7.34 percent of the entire project (currently \$39,599).
7. This project shall be designed and constructed to an approved adopted standard. In the event that the Sponsor does not have an adopted standard for specific areas or items, then the State Standards as defined in the Idaho Transportation Department's Roadway Design Manual in effect on the date of this Agreement, or as subsequently revised (for current version, see <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html>), AASHTO, or other agency standards shall be identified and incorporated into the design and construction of the project. Design standards for this project shall include the 2010 ADA Standards for Accessible Design in effect on the date of this Agreement.

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

1. Provide a funding match of 7.34% of the Total Estimated Project Costs of \$539,500, and assume responsibility for all costs of the project over and above the \$499,901 federal-aid limit.
2. Pay to the State the sum of \$3,960 estimated to be the total expense to the State for this project. This amount will be applied towards the Sponsor's match. Upon project completion, if the estimated expense does not reflect the true cost of the work performed by the State, the Sponsor shall remit to the State the additional sum needed to cover the actual costs incurred by the State.



3. Designate an authorized representative to act on the Sponsor's behalf. That authorized representative's name is \_\_\_\_\_, Phone No. \_\_\_\_\_.
4. With the assistance of the State, secure the services of a consultant to design the project, and provide a copy of the project plans, specifications and estimate to the State for review and approval.
5. Before advertisement for bids, provide to the State a certification that all rights-of-way, easements, permits, materials sources, and agreements necessary for the construction and maintenance of the project have been acquired. The Sponsor will also certify that the contract proposal includes FHWA Form 1273 (Federal-aid Contract Provisions), and will provide an environmental determination in accordance with 23CFR 771.117.
6. Before advertisement for bids, provide to the State for review and approval a copy of the Contract Proposal form, Notice to Contractors, and construction plans, specifications and estimate. After the project is advertised for bids, provide the State with a copy of the bidding documents.
7. Advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid in accordance with State laws on procurement procedures for local governments, and request State concurrence prior to award.
8. Award a contract for construction of the project based on the successful low bid, and provide the State a copy of the contract.
9. During construction of the project, Sponsor will provide a project manager and staff to administer and inspect the project, and to provide inspection diaries and support to the State's Engineer. The individuals who will be performing inspection or certifying the sampling and testing results of any materials must be qualified in the appropriate inspector/sampler/tester area as identified in Memo 17B in the Transportation Alternatives Program Manual.
10. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit all major change orders to the State for approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the nature of the completed work is significantly changed.
11. In cooperation with the State, establish and cause to be maintained all construction traffic controls deemed necessary to best serve the public interests and to expedite the work in accordance with the MUTCD.



12. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other similar items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.
13. During design and construction of the project, be responsible for payment of all invoices for work performed on the project. The Sponsor will provide monthly invoices, and proof of payment of same, to the State for reimbursement of the federal-aid share, up to a maximum of \$499,901.
14. Maintain all project records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. Provide the State an electronic copy of these documents and records upon completion of the project. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
15. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the pathway as is necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
16. Comply with Exhibit B attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Exhibit B if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
17. Comply with all other applicable State and Federal regulations.
18. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.



**SECTION III:** That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of design and construction costs, up to a maximum of \$499,901.
2. Assist in the selection of a Consultant, negotiate, and furnish the Agreement for Consultant Services and any supplements thereto, to be used between the Sponsor and Consultant on this project.
3. Review and approve the project plans and specifications.
4. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications.
5. Appoint the Local Highway Technical Assistance Council (LHTAC) as the contract administrator for the State.
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. Review for approval all major change orders submitted by the Sponsor, and conduct a final inspection of the project when completed.
7. Upon receipt of monthly invoices from the Sponsor, submit same to the Federal Highway Administration for reimbursement at the federal-aid participation rate of 92.66%, up to a maximum of \$499,901.
8. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
9. Cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction.
10. Designate an authorized representative to act on the State's behalf. That authorized representative's name is \_\_\_\_\_, Phone No. \_\_\_\_\_.

**SECTION IV.** Both Parties agree as follows:

1. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed. If the



Sponsor's deposit exceeds project costs, then the State shall return the unspent balance to the Sponsor.

2. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
3. All information, regulatory and warning signs, pavement or other markings, traffic signals required, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
4. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
5. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor.

(This space intentionally left blank)



**EXECUTION**

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

**IDAHO TRANSPORTATION DEPARTMENT**

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

**ATTEST:**

**CITY OF IDAHO FALLS**

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

\_\_\_\_\_  
Mayor

(SEAL)

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

cf: 22959 SLA TAP



## RESOLUTION

**WHEREAS**, the Idaho Transportation Department, hereafter called the State, has submitted an Agreement stating obligations of the State and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, for development and construction of Pancheri Trail Ph 2; and

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

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

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

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

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

1. That the Agreement for Federal Aid Highway Project A022(959) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

## CERTIFICATION

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

\_\_\_\_\_, \_\_\_\_\_.

(Seal)

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



# EXHIBIT A

## Transportation Alternatives Program (TAP) 2020 Application – Funding Project Years: FY 2021, 2022 & 2023

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Identification I.D. (Department use only)

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**Application deadline: February 2, 2020**

Kick-Off Call for Applications: **September 23<sup>rd</sup>, 2019**, noon.

Applicants **MUST participate in a Pre-Application coordination meeting** with the District or LHTAC Coordinator and complete a Pre-Application Checklist for the Mid Application Screening.

Applicants **MUST submit a draft application to [TAP@itd.idaho.gov](mailto:TAP@itd.idaho.gov) for a Mid-Application screening** with the District or LHTAC Coordinator on or PRIOR TO: **November 8<sup>th</sup>, 2019**

During the Mid-Application Screening, a panel of Subject Matter Experts will review the draft applications and provide feedback to applicants that helps strengthen the proposals, returning these to the applicant by December 13<sup>th</sup> 2019. The final draft applications will be scored by a different group.

Applicants **MUST submit their Application to [TAP@itd.idaho.gov](mailto:TAP@itd.idaho.gov)** with the District or LHTAC Coordinator on or PRIOR TO: **February 2<sup>nd</sup>, 2020**

The Idaho Transportation Department is now soliciting applications for the Transportation Alternatives Program (TAP) to add projects to our fiscal year 2021\*, 2022 and 2023 program. FY2021 is limited to non-infrastructure and construction only projects. The purpose of TAP is to provide for a variety of alternative transportation projects and to advance the Idaho Transportation Department's (ITD) strategic goals of Mobility, Safety and Economic Opportunity while maximizing the use of federal funds. The TAP provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, and safe routes to school educational projects. Applicant award capped at one \$500,000 in federal aid per year per funding source, not to exceed \$750,000 federal (not counting TAP-TMA or TAP statewide balancing). There is a Partial Award category in preferred funding year to accommodate small scale projects up to \$50,000 allowing applicants to apply for scalable project awards.

Final applications must be submitted to ITD electronically. Applications including attachments must be submitted by e-mail to [TAP@itd.idaho.gov](mailto:TAP@itd.idaho.gov). Additionally, all questions regarding this application are to be submitted to [TAP@itd.idaho.gov](mailto:TAP@itd.idaho.gov). For all e-mail correspondence, please indicate "2020 TAP Application" in the subject line along with the sponsor's name. For example, Subject: 2020 TAP Application - City of Lava Hot Springs.



**Format:** Application form must be saved electronically and then transmitted to the Department. All supporting maps, letters and other documents must be saved as a pdf and transmitted to the Department with the application form. If the file size of any or all of the attachments exceeds e-mail transmittal capabilities (15MB), files may be saved to either a disc or thumb drive and submitted via postal mail. All postal mail is to be sent to the following address and must be received prior to the designated application deadline.

Idaho Transportation Department Headquarters  
Attn: Ryan McDaniel CFM, PMP  
Project Manager, Contracting Services  
P.O. Box 7129  
Boise, ID 83707-1129

If sponsor is submitting multiple applications, please prioritize them in order of importance from 1 to X, with 1 being the most important project.

**Priority Number** \_\_\_\_\_

## Applicant Information

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Applicant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

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

Zip Code: \_\_\_\_\_

Contact Person 1: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Person 2: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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Co-Applicant (if different from Applicant): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

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

Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_



Sponsor certifies the following conditions of application:

- We are familiar with Transportation Alternatives Program eligibility criteria & TAP manual.
- All right-of-way (ROW) is acquired and no environmental issues are known to exist.
- Our budget accurately reflects the anticipated cost of the proposed project.
- The information in the application accurately reflects available knowledge of our staff.
- We understand this is a reimbursement grant and must furnish cash local match upfront and will be reimbursed as work progresses and invoices submitted with accompanying documentation.
- We acknowledge that there is no contingency funding beyond the amount budgeted in this application and all overruns will be borne by the local sponsor.
- The project must be brought to completion to receive funding.
- We accept responsibility for future maintenance and operating costs of the completed project.

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**Sponsor Signature** (Authorized Official)

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**Date**

---

**Sponsor Printed Name**

---

**Date**

---



# Project Information

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**Project Name** \_\_\_\_\_

<b>Total Project Design Estimate</b>	_____
<b>Total Project Construction Estimate</b>	_____
<b>Total Non-Infrastructure Estimate</b>	_____
<b>Define Partial Project Construction Estimate</b>	_____
<b>Total Project Cost Estimate</b>	_____

**Project location**

(Please include street or trail name, city, county, and beginning/end points as applicable)  
(Maximum 500 Characters)

**State Highway Route(s) if applicable** \_\_\_\_\_

**Beginning Mile Posts(s) if applicable** \_\_\_\_\_

**Ending Mile Posts(s) if applicable** \_\_\_\_\_

**Project Area**

- ☐ Urbanized - Areas with population over 200,000
- ☐ Urban - Areas with population of 5,001 to 200,000
- ☐ Rural - Areas with population of 5,000 or less

**Funding Year** (for initial programming only, project may advance or delay at a later date)

Preference 1			Preference 2	
Non-Infrastructure			Non-Infrastructure	
2021	<input type="checkbox"/>		2021	<input type="checkbox"/>
2022	<input type="checkbox"/>		2022	<input type="checkbox"/>
2023	<input type="checkbox"/>		2023	<input type="checkbox"/>
Design			Design	
2021	<input type="checkbox"/>		2021	<input type="checkbox"/>
2022	<input type="checkbox"/>		2022	<input type="checkbox"/>
2023	<input type="checkbox"/>		2023	<input type="checkbox"/>
Construction			Construction	
2021*	<input type="checkbox"/>		2021*	<input type="checkbox"/>
2022	<input type="checkbox"/>		2022	<input type="checkbox"/>
2023	<input type="checkbox"/>		2023	<input type="checkbox"/>



Partial Award			Partial Award	
2021	<input type="checkbox"/> _____		2021	<input type="checkbox"/> _____
2022	<input type="checkbox"/> _____		2022	<input type="checkbox"/> _____
2023	<input type="checkbox"/> _____		2023	<input type="checkbox"/> _____

\*Design must be completed to federal requirements for FY21 and any 'construction only' project and see TAP manual for additional requirements

## Project Cost Estimate

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### Instructions:

1. Project estimate must include all related project costs, including administrative.
2. For both infrastructure and non-infrastructure type projects, the sponsor match is 7.34% of the total project cost.
3. **Infrastructure is Cash match only:** Non-cash items such as in-kind contributions are not eligible to count towards the sponsor's match, in-kind is eligible on non-infrastructure only.
4. Use the ITD provided TAP Project Estimating Worksheet to indicate the total project estimate. A copy of the worksheet can be accessed at <https://itd.idaho.gov/wp-content/uploads/2019/09/TAP-Estimating-Worksheet-SUBJECT-TO-CHANGE.pdf>
5. Separate applications must be submitted for infrastructure *and* non-infrastructure projects.
  - (a) Infrastructure: Federal reimbursement requested for: (select all that apply)
    - ☐ Design activities
    - ☐ Construction activities
  - (b) Non-infrastructure: Federal reimbursement is being requested for:
    - ☐ Non-Infrastructure: Safe routes to school coordination and education.

*If the sponsor is applying for federal funds to participate in construction activities only, there are still administrative costs that ITD will incur in order to review project documents, provide oversight, and authorize a project for competitive bidding. The sponsor will need to account for these costs within the project estimate. Federal funds for construction activities require compliance with federal processes and procedures. Prior design of the project must also comply with federal process and procurement requirements. So, if federal funds are sought for construction only, then the preceding tasks to that construction must also have been federally compliant (NEPA, Davis Bacon Act, procurement process, et cetera).*

## Eligible Project Activities

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For a list of eligible project activities, please reference FHWA publication "Transportation Alternatives" at <http://www.fhwa.dot.gov/fastact/factsheets/transportationalternativesfs.cfm>

From the list below, select the main project activity that best describes proposed project.

- ☐ Infrastructure: Design and/or construction of infrastructure and systems that will provide safe routes for non-drivers.



- ☐ Infrastructure: Design and/or construction of infrastructure to improve the ability of students who live within two miles of the school building to walk or bicycle to school.
- ☐ Non-Infrastructure activities: Safe routes to school coordination and education.

Environmental requirements for infrastructure projects shall not exceed NEPA Categorical Exclusion level of review (i.e. a project expecting EA/ROD/FONSI are not eligible). The acquisition of right-of-way is not an eligible activity for TAP funding (all ROW acquisition activities must be completed prior to submitting an application). NEPA or ROW issues are cause for finding a project ineligible.

## Eligible Project Sponsors

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Only certain entities are eligible sponsors per 23U.S.C 133(h)(4)(b), select the description that best categorizes your organization as the project sponsor.

- ☐ Local government
- ☐ Regional transportation authority
- ☐ Transit agency
- ☐ Natural resource or public land agency
- ☐ School district, local education agency or school
- ☐ Tribal government
- ☐ Nonprofit entity responsible for the administration of local transportation safety programs
- ☐ Any other local or regional governmental entity with responsibility for oversight of transportation
- ☐ Recreational Trails (other than a metropolitan planning organization or a State agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.



## 1. Project/Program Elements (20 Points)

(a1) For infrastructure type projects, this project includes the following facilities. (select all that apply)

**Sidewalk:** Surface\_\_\_\_ Width\_\_\_\_ Length\_\_\_\_

**Crosswalk:** Width\_\_\_\_ Qty.\_\_\_\_

**Curb Ramps:** #\_\_\_\_

**On-Street Bicycle Facilities:** ☐bike lane, ☐shared lane, ☐cycle track: Length\_\_\_\_

**Shared-Use Path:** Surface\_\_\_\_ Width\_\_\_\_ Length\_\_\_\_

**Signalization/Traffic Control:** Type\_\_\_\_

**Bicycle Parking/Racks/Amenities:** Type\_\_\_\_ # Spaces\_\_\_\_

**Pedestrian Amenities/Streetscape (lighting, landscaping, etc.):** \_\_\_\_\_

**Transit Stops and Amenities:** \_\_\_\_\_

**Traffic Calming:** \_\_\_\_\_

**Other:** \_\_\_\_\_

(a2) For non-infrastructure type projects, this project includes the following activities. (select all that apply)

**Education materials and activities:** ☐ Travel Plan ☐ Safety Booklets ☐ Other

**Encouragement materials and activities:** ☐ Bike Rodeo ☐ Walk/Bike to School Day Activities ☐

Walking or Biking Technical Skills Training ☐ Pre-Drivers Education ☐ Rules of the Road

Project workplan needs approval from ITD within 30 days of executing the non-infrastructure SLA

(b2) Description of Project **15 pts.**

Describe existing conditions and provide a clear description of the purpose of the project and the scope of work. Supplemental materials such as pictures, maps, project plans, exhibits, diagrams, etc. may be provided as necessary to explain existing conditions and proposed improvements. Vague descriptions may result in lower evaluation scores and lower ranking. Information about the project scope should be consistent with the project budget. (Max 1200 Characters)



(c) This project implements or meets a Safe Routes to School (SRTS) non-infrastructure educational, encouragement or safety program project/need and is supported by the SRTS Coordinator. **3 pts.**

☐ Yes, a TAP funded SRTS Coordinator provided a letter of support

☐ No

☐ Not Applicable

## **2. Property Ownership and Acquisition Information (Pass/Fail)**

Applications that indicate a No response is cause for finding application ineligible.

(a) Has **all** of the property needed for the project construction been acquired? (select one)

☐ Yes

☐ No, Property must still be acquired for the project construction.

☐ Not Applicable

(b) Have **all** necessary easements or access agreements been acquired for the project? (select one)

☐ Yes

☐ No

☐ Not Applicable

If no, describe how and when the easement or access agreement will be acquired. Note: the application must include a commitment letter by the current property owner indicating an easement or access agreement is under development and will be granted. Applications that indicate a No response and do not include a commitment letter by the current property owner will be deemed incomplete. (Maximum 500 Characters)

(c) Projects proposing to build facilities along or through railroad right-of-way must include evidence from the railroad granting a right of entry or an executed encroachment permit. Has the railroad **granted** a right of entry or **executed** an encroachment agreement? (select one)

☐ Yes

☐ No

☐ Not Applicable

If no, describe how and when the agreement will be executed. Note: the application must include a commitment letter by the railroad that a right of entry or an executed encroachment agreement is under development and will be granted. Applications that indicate a No response and do not include a commitment letter from the railroad will be deemed incomplete. (Maximum 500 Characters)



### 3. Financial Readiness (15 pts)

(a) Is the proposed project in a Transportation Plan? **2 pts.**

☐ Yes, by: \_\_\_\_\_

☐ No

☐ Not Applicable

(b) If project is in a Transportation Plan, is the plan current (updated and/or re-adopted within last 5 years)? **2 pts.**

☐ Yes, date of last update \_\_\_\_\_

☐ No

☐ Not Applicable

(c) Does your community have a written bicycle/pedestrian transportation plan, either as part of an overall transportation plan or a standalone? **2 pts.**

☐ Yes, this project implement this plan by: \_\_\_\_\_ ☐ No

☐ No

☐ Not Applicable

(d) Do you have a written commitment to bring this project forward for approval of funds at a town meeting, through capital reserves funds, through inclusion in a capital improvement program/plan or any other available funds? **2 pts.**

☐ Yes

☐ No

☐ Not Applicable

(e) Are the funds appropriated or programmed to be appropriated in an adopted budget? **2 pts.**

☐ Yes

☐ No

☐ Not Applicable

(f) Please provide the details for (a)-(f) and provide details on the available financial management practices and accounting software used for this project. **5 pts.**



#### 4. Mobility (20pts)

(a) Check the following connections that this project provides (within .25 miles of route): **1/2 pts ea**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Residential to Retail/Dining | <input type="checkbox"/> Residential to Recreation   | <input type="checkbox"/> Residential to Employment |
| <input type="checkbox"/> Residential to Education     | <input type="checkbox"/> Employment to Recreation    | <input type="checkbox"/> Employment to Education   |
| <input type="checkbox"/> Employment to Retail/Dining  | <input type="checkbox"/> Recreation to Retail/Dining |  |

(b) Does the project provide a new connection? **4 pts.**

- ☐Yes  
☐No

(c) Does the project fill a sidewalk or pathway gap? **4 pts.**

- ☐Yes  
☐No

(d) Will the project increase walking and biking trips after project completed? **4 pts.**

- ☐Yes  
☐No

(e) Briefly describe the improvements to mobility outlined in (a)-(g): **4 pts.**



## 5. Safety (20 pts)

(a) Does the project provide a safety improvement? **3 pts.**

☐ Yes

☐ No

(b) The safety improvements apply to (check all that apply): **3 pts.**

☐ Bicyclists

☐ Pedestrians

☐ Children

☐ Elderly

☐ People with Disabilities

☐ Others \_\_\_\_\_

(c) Will the project enhance awareness of cyclists and pedestrians outside the project limits? **3 pts.**

☐ Yes

☐ No

(d) Is the project within two miles of a school and provide a safe connection between a residential community, the school, library, park, after-school activities, et cetera? **3 pts.**

☐ Yes

☐ No

(e) If a traffic safety issue has been identified in direct connection with this proposed project and proposed project location, are the applicants and/or their community based law enforcement partners already working with the ITD Office of Highway Safety (OHS) traffic safety grant programs (5pt), planning to work with OHS (3pt) or No/Not applicable (0 pt)? Please identify the primary contact at OHS. **3-5 pts.**

☐ Yes, already working with OHS Contact \_\_\_\_\_

☐ Yes, planning work with OHS Contact \_\_\_\_\_

☐ No/Not Applicable

(f) Please describe the details of the safety improvements: **3 pts.**



## 6. Economic Opportunity (10 pts)

- (a) The project improve economic opportunity by bringing more people to businesses. **2 pts.**

☐ Yes

☐ No (If no, the following answers are not needed to be completed)

- (b) The project provides a NEW connection to small businesses. **2pts.**

☐ Yes

☐ No

- (c) The project close a gap in existing walking and biking infrastructure to improve usability in a downtown, revitalization or business district. **3 pts.**

☐ Yes

☐ No

- (d) Please give details that substantiate answers (a)-(g): **\_3\_ pts.**



# Project Schedule

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Instructions: \* Provide a project schedule showing critical project milestones and logical time lines for design and/or construction activities. A copy of the base schedule format can be found at <http://itd.idaho.gov/ContractingServices/TAP/default.htm>

## TAP Coordinator Endorsement *(Infrastructure projects only)*

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See list below for contact information. To find the district in which your project is located, use the ITD map located at <http://itd.idaho.gov/>. Select District or LHTAC TAP Coordinator:

- ☐ District 1 (North Idaho): Greg Brands, (208) 772-1274
- ☐ District 2 (North-Central Idaho): Ken Helm, (208) 799-4223
- ☐ District 3 (Southwest Idaho): Aaron Bauges, (208) 334-8964
- ☐ District 4 (South-Central Idaho): Adrienne Woods, (208) 886-7841
- ☐ District 5 (Southeast Idaho): Melodie Halstead, (208) 239-3370
- ☐ District 6 (East Idaho): Mark Layton, (208) 745-5626
- ☐ LHTAC (Statewide): Amanda LaMott, (208) 344-0565

Please include as an attachment the documentation of District Coordination provided by the applicable District or LHTAC TAP Coordinator.



# Metropolitan Planning Organization (MPO) Coordination

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If a proposed project is located within a Metropolitan Planning Organization (MPO) boundary, the project applicant should coordinate with the MPO to have the proposed project reviewed and approved by the MPO. The MPO will require that the proposed project within their boundary be identified through their planning process and be consistent with their long-range transportation plan. Contact the appropriate MPO prior to submitting the application for more information and specific requirements designated by the affected MPO. A list of our MPO partners can be found at <https://itd.idaho.gov/funding/?target=advisory-boards>. As part of the application, if the project falls within an MPO boundary, provide a letter of support from the MPO.

Is the proposed project within an MPO boundary?

- ☐ Yes
- ☐ No
- ☐ Not Applicable

If yes, has the proposed project been identified as part of the MPO planning process or is in any MPO planning document like a Long Range Transportation Plan or Bicycle and Pedestrian Transportation Plan?

- ☐ Yes
- ☐ No

Does the MPO support the proposed project?

*If proposed project is not within an MPO boundary, mark Not Applicable.*

- ☐ Yes
- ☐ No
- ☐ Not Applicable

Select MPO area:

*If proposed project is not within an MPO boundary, mark Not Applicable.*

- ☐ Bannock Planning Organization (BPO)
- ☐ Bonneville Metropolitan Planning Organization (BMPO)
- ☐ Community Planning Association of Southwest Idaho (COMPASS)
- ☐ Kootenai Metropolitan Planning Organization (KMPO)
- ☐ Lewis-Clark Valley Metropolitan Planning Organization (LCVMPO)
- ☐ Not Applicable



# Attachments

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The following attachments are to be completed and submitted with the application:

- ☐ Detailed Project Cost Estimate (Infrastructure) Project Budget (Non-infrastructure)
- ☐ Letters of Support (Minimum Local Government or Facility Owner, additional encouraged)
- ☐ Match Commitment
- ☐ Project Delivery Schedule
- ☐ District Coordination Letter

Additional Attachments

## **Question 1 – Project/Program Elements**

- ☐ Site Map – Project Location
- ☐ Project Site Photos
- ☐ Environmental Screening (ITD-1983)
- ☐ site checklist

## **Question 2 – Property Ownership**

- ☐ Right-of-Way Certificate
- ☐ Other

## **Question 3 – Financial Readiness**

- ☐ Other

## **Question 4 – Mobility**

- ☐ Site Map of connections labeling Land Use Types
- ☐ Documentation on capacity/trip induction

## **Question 5 – Safety**

- ☐ Documentation
- ☐ Other

## **Question 6 – Economic Opportunity**

- ☐ Site Map showing location of small businesses in relation to the project
- ☐ Letters of Support from Local Businesses
- ☐ Other

## **Question 7 – Bicycle and/or Pedestrian Count Data**

Site Map of area(s) where counts have been conducted  
If data has been collected over time, please provide all data



## Attachments

- A. Detailed Project Cost Estimate (Infrastructure)
- B. Letters of Support (Agencies)
- C. Environmental Screening (ITD-211)
- D. Right of Way Certificate (ITD-1983)
- E. Match Commitment Letter
- F. Project Delivery Schedule
- G. District Coordination Letter/Site Checklist
- H. Project Location Map & Plans
- I. MPO Support Letter

## Additional Attachments

- a. Question 1 Project Elements – Site Map (detailed)
- b. Question 1 Project Site Photos
- c. Question 4 Site Map of Connections (COC Plan and Land Use)
- d. Question 5 Safety Maps (Projects and Crash density)
- e. Question 6 Economic Opportunity Site Map with Businesses
- f. Question 6 Letters of support from Local Businesses



## A. Detailed Project Cost Estimate (Infrastructure)



### TAP: Project Estimating Worksheet (Infrastructure)

Project Name: Pancheri Bridge Safety Railing

**Instructions:**

- \* Only input information in grey shaded areas below only.
- \* Enter 0 in the percentages column if not seeking federal participation.
- \* For infrastructure projects, the maximum federal funding is \$500,000.00.
- \* Only work performed after the execution of the State and Local agreement is eligible for federal reimbursement.
- \* The minimum local match amount is 7.34% of total project cost.
- \* Local match is limited to cash only. In-kind contributions are not eligible.
- \* Initial sponsor cash match payment is due prior to execution of the State and Local Agreement and counts towards the local cash match. (See amount below)

Proposed Funding Match Rates	Local	Federal
	7.34%	92.66%

Infrastructure Project				Local Portion		Federal Portion	
Phase Code	Description (Include amounts for federal-aid items only)	Total Project Cost Percentage	Project Totals	Proposed Local Match Percentage	Local Cash Match	Proposed Federal Percentage	Federal Amount Requested
CN	Preliminary Construction Estimate (PCE) (Construction cost only)		\$364,000.00	7.34%	\$26,717.60	92.66%	\$337,282.40
CN	Construction Contingency 20% of PCE (Quantity overruns, change orders)	20.00%	\$76,000.00		\$5,578.40		\$70,421.60
CE	Construction Engineering - Construction ITD construction admin. Expenses minimum \$4,500 (3% - 10% of PCE depending on the complexity of the project)		\$5,000.00		\$367.00		\$4,633.00
CL	Construction Engineering - Construction LHTAC construction admin. Expenses minimum \$10,000 depending on the complexity of the project		\$10,000.00		\$734.00		\$9,266.00
CC	Consultant Construction Inspection (Consultant) 5% - 20% of PCE or \$30,000 minimum (Consultants shall be selected through ITD established procedures)	5.00%	\$30,000.00		\$2,202.00		\$27,798.00
PE	Preliminary Engineering - ITD Design ITD Expenses minimum \$4,500 (3% - 10% of PCE depending on the complexity of the project)		\$4,500.00		\$330.30		\$4,169.70
PL	Preliminary Engineering - LHTAC Design Expenses: \$10,000		\$10,000.00		\$734.00		\$9,266.00
PC	Preliminary Engineering - Consultant design Expenses: \$30,000 - \$90,000 (Approximately 5% - 30% of PCE based on complexity of project design)	8.00%	\$40,000.00		\$2,936.00		\$37,064.00
Total Estimate (Infrastructure):			\$539,500.00		\$39,599.30		\$499,900.70

Total Project Estimate	Total Local Match	Total Federal Match
\$539,500.07	\$39,599.30	\$499,900.70
Meets maximum federal limit for infrastructure.		

Initial cash match payment (10% of Total Local Match, \$3,500 minimum): \$3,959.93

Funding Year			* In this section, Indicate the fiscal years in which the project will be designed and constructed. Design activities should occur one year prior to construction. For scheduling flexibility, provide two options.  <b>Fiscal Year</b> - The fiscal year is the accounting period for the federal government which begins on October 1 and ends on September 30. The fiscal year is designated by the calendar year in which it ends; for example, fiscal year 2016 begins on October 1, 2015 and ends on September 30, 2016.
Activity	Fiscal Year (Option 1)	Fiscal Year (Option 2)	
Design	2021	2022	
Construction	2022	2023	





# Project Cost Summary Sheet

ITD 1150 (Rev. 06-17)  
itd.idaho.gov

Round Estimates to Nearest \$1,000

Key Number	Project Number	Date	
		1/31/2020	
Location		District	
Pancheri Bridge Safety Railing, Idaho Falls		6	
Segment Code	Begin Mile Post	End Mile Post	Length in Miles
3980	4.171	4.261	0.09

	Previous ITD 1150	Initial or Revise To
1a. Preliminary Engineering (PE)		\$14,500
1b. Preliminary Engineering by Consultant (PEC)		\$40,000
2. Right-of-Way: Number of Parcels      Number of Relocations		
3. Utility Adjustments: <input type="checkbox"/> Work <input type="checkbox"/> Materials <input type="checkbox"/> By State <input type="checkbox"/> By Others		
4. Earthwork		
5. Drainage and Minor Structures		
6. Pavement and Base		
7. Railroad Crossing:		
Grade/Separation Structure _____		
At-Grade Signals <input type="checkbox"/> Yes <input type="checkbox"/> No		
8. Bridges/Grade Separation Structures:		
<input type="checkbox"/> New Structure      Length/Width _____		
Location _____		
<input checked="" type="checkbox"/> Repair/Widening/Rehabilitation      Length/Width    447/8 ft		\$300,000.00
Location      Pancheri Bridge Railing		
9. Traffic Items (Delineators, Signing, Channelization, Lighting, and Signals)		
10. Temporary Traffic Control (Sign, Pavement Markings, Flagging, and Traffic Separation)		\$13,000
11. Detours		
12. Landscaping		
13. Mitigation Measures		\$13,000
14. Other Items (Roadside Development, Guardrail, Fencing, Sidewalks, Curb and Gutter, C.S.S. Items)		\$6,000
15. Cost of Constructions (Items 3 through 14)		\$332,000
16. Mobilization    10 % of Item 15		\$33,000
17. Construction Engineer and Contingencies      33 % of Items 15 and 16		\$120,000
18. Total Construction Cost (15 + 16 + 17)		\$485,000
19. Total Project Cost ( 1 + 2 + 18)		\$540,000
20. Project Cost Per Mile	\$1,000	\$6,000,000

Prepared By:

Chris Canfield, P.E. Assistant Public Works Director



**CITY OF IDAHO FALLS**  
Engineering Department  
Bid Proposal

**Pancheri Bridge Pedestrian Safety Rail**

Item No.	Description	Unit	Total	PLAN		Unit Cost	
203-060A	Rem of Conc Sidewalk	S.Y.				\$10.00	
203-070A	Rem of Curb & Gutter	L.F.				\$10.00	
203-080A	Rem of old railing	L.F.	445	445		\$20.00	\$8,900.00
504-035A	Pedestrian / Bicycle Railing	L.F.	447	447		\$150.00	\$67,050.00
504-040A	Comb Ped / Bicycle & Traf Railing	L.F.	971	971		\$200.00	\$194,200.00
614-015A	Sidewalk	S.Y.	220	220		\$107.00	\$23,540.00
614-025A	Curb Ramp	S.Y.	28	28		\$215.00	\$6,020.00
615-490A	Curb & Gutter	L.F.				\$46.00	
S203-21A	Obliteration of Pav Markings	L.F.				\$7.00	
S501-71A	Painting	L.S.				\$10,000.00	
S900-62A	Pav Markings Thermoplastic	S.F.				\$10.00	
S900-63A	Pav Markings Spray Applied MMA	L.F.				\$0.50	
							\$299,710.00
	Traffic Control		1			\$14,985.50	\$14,985.50
	SWPP		1			\$14,985.50	\$14,985.50
							\$329,681.00
	Mobilization		1			\$32,968.10	\$32,968.10
	Total						\$362,649.10
	Contingency (20%)					\$72,529.82	\$72,529.82
	CE & I (10%)					36264.91	\$36,264.91
	Design (10%)					\$36,264.91	\$36,264.91
	<b>Total</b>						<b>\$507,708.74</b>



## B. Letters of Support (Agencies)

City, School Districts, Community Pathways, ITD





January 31, 2020

City of Idaho Falls  
Attn: Chris Fredericksen, P.E.  
Public Works Director  
P.O. Box 50220  
Idaho Falls Idaho 83405

**RE: Pancheri Bridge Railing**

This letter is in support of the City of Idaho Fall's TAP Grant request for funding to provide pathway widening and safety railing along the Pancheri Road Bridge over the Snake River.

This route has been identified by our Connecting Our Community Path Plan as an integral connection of the City's greenbelt pathway system along the Snake River. Developments of projects such as these are essential to the City's goals of providing increased safety and mobility within the City limits. It also assists with our economic development efforts by providing a safe, top-notch trail system that enhances tourism and cyclist events within the community.

This project will provide a much-needed safety rail to separate vehicular and pedestrian traffic on this 35 mph roadway, which carries more than 25,000 vehicles per day. A safer east-west widened pathway over the existing structure in town for our cyclists and pedestrians is a much-needed safety enhancement in this area.

This TAP Grant is very important within the City and beyond as we work to enhance public safety, enhance mobility, improve the user experience on our trail system, and encourage the benefits of economic opportunities afforded to us with projects such as these.

We fully support this TAP Grant application for these enhancements and other federal grant options available for projects such as these.

Sincerely,

Rebecca L. Noah Casper, Mayor  
City of Idaho Falls





Jan. 29, 2020

To Whom It May Concern,

The City of Idaho Falls has the support of the Idaho Falls School District in regard to its TAP Grant request to widen the path and improve the safety railing along the Pancheri Road Bridge.

These improvements would provide an integral connection to Idaho Falls' greenbelt pathway system along the Snake River. It also would enhance opportunities for members of our community – including D91's students and families – to walk and bike around Idaho Falls.

This project will do much to improve the safety of this route, including a much-needed safety rail to separate vehicular and pedestrian traffic along the road. It is important to address these issues since more than 25,000 vehicles travel over the Pancheri Bridge every day at speeds of 35 mph an hour.

We appreciate the opportunity to partner with the city in efforts to enhance Idaho Falls' trail system. Providing a safer east-west pathway has been identified in the city's Connecting Our Community Path Plan as a critical need. It also would enhance opportunities for students at Skyline High School and Eagle Rock Middle School to ride their bicycles to school.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, which appears to read "Margaret Wimborne".

Margaret Wimborne  
Idaho Falls School District 91  
Director of Communications  
& Community Engagement



24 January 2020

City of Idaho Falls  
Attn: Chris Fredericksen, P.E.  
Public Works Director  
P.O. Box 50220  
Idaho Falls, ID 83405



**Subject: Letter of Support for Pancheri Bridge Rail Project**

Director Fredericksen:

This letter is to express our strong support for the **Pancheri Bridge Rail Project**, and the associated TAP Grant application. *Idaho Falls Community Pathways* is a non-profit organization working to improve people-powered transportation in the Idaho Falls area. We support walking and cycling because these activities promote physical health and well being. But it isn't just about recreation; it's about transportation, too. Many people simply cannot drive, or do not own cars. Kids cannot drive, nor can many seniors. Here in Idaho Falls, these groups account for fully one quarter of the population. But walking and cycling only make sense if we have safe routes to get there.

In Idaho Falls, the Snake River constitutes a major barrier to travel. Pancheri Drive is one of only four east-west arterials that cross the Snake River. The bridge over the Snake River on Pancheri Drive is a 5-lane bridge, approximately 500 ft long, which carries large volumes of vehicular traffic (>25,000 VDT; BMPO). It is a congested area, with many adjacent businesses and a large hotel. However, the sidewalk on the upstream (north) side of the bridge is very narrow, only 4 ft wide. This creates a dangerous situation for pedestrians and cyclists crossing the river there. It is a frightening place to cross, and heaven forbid you encounter oncoming pedestrians, as someone would then have to back up or step out into the traffic lane to pass by. This bad situation that has become worse, as vehicle traffic volumes have increased over time.

The proposed **Pancheri Bridge Rail Project** would widen the sidewalk on the north side of the river bridge from 4 ft to 10 ft, and install safety barriers (traffic railings) adjacent to the sidewalks on both sides of the bridge to protect sidewalk users. Similar upgrades completed about 5 years ago to the Broadway / US-20 river bridge have been a huge improvement. The existing Greenbelt Riverwalk multi-use pathways lie on both sides of the Snake River, and the Pancheri bridge connects with them at either end, serving as an important connector for pedestrians and cyclists.

Moving forward with this important project now depends on securing the necessary funding. As representatives of pedestrians and cyclists throughout our community, *Idaho Falls Community Pathways* is pleased to wholeheartedly endorse and support this project and TAP Grant application. If funded, the **Pancheri Bridge Rail Project** will provide lasting benefits to our City for years to come.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Staley".

Chris Staley – Chair  
*Idaho Falls Community Pathways*  
(208-351-0469; born2cycle52@yahoo.com)



Idaho Recreation and Park Association  
PO 660 E Civic Ln  
Eagle, ID 83616  
208-790-7001  
bjohnson@cityofeagle.org  
<https://irpa.wildapricot.org/>



**PJ Holm**  
**Director of Parks and Recreation**  
**City of Idaho Fall**  
520 Memorial Drive  
Idaho Falls, ID 83402  
Director Holm,

Idaho Recreation and Parks Association is dedicated to promoting and improving park and recreation services in Idaho and ensuring that park and recreation issues are given high priority in local, state, and federal decision-making. In addition, IRPA promotes the meaningful benefits of Parks and Recreation whenever and wherever possible.

On behalf of the Idaho Recreation Park Association board of directors, I would like to give our letter of full support to the four TAP grant applications presented. After review from the board, we see that each project will improve the multimodal transportation opportunities within Idaho Falls. As a result, these projects will improve the overall quality of life and marketability as a destination for active recreation in Idaho Falls.

Warm regards,

A handwritten signature in dark ink, appearing to read 'Brandon Johnson', with a long horizontal line extending to the right.

**Brandon "Beeg" Johnson**  
Board President, Idaho Recreation and Park Association  
bjohnson@cityofeagle.org







**BONNEVILLE COUNTY**  
1250 Hollipark Drive  
Idaho Falls, ID 83401  
OFFICE 208-522-0310  
FAX 208-525-7063

January 17, 2020

Idaho Falls Parks & Rec  
Attn: P.J. Holm, CPRP  
Director of Parks and Recreation  
520 Memorial Drive  
Idaho Falls, Idaho 83402

TAP Grant Committee Members:

Eastern Idaho Public Health (EIPH) would like to express its support of the support of the City of Idaho Falls' Transportation Alternative Program grant application for the Pancheri Bridge Railing. This project will provide for a safety railing and widened sidewalks on the Pancheri Bridge over the Snake River. This project will improve multimodal transportation within our community, improving our community's quality of life, marketability as a destination for active recreation, and our residents' overall health.

The mission of EIPH is to prevent disease, disability and premature death; to promote healthy lifestyles; and to protect and promote the health and quality of our environment. EIPH was created by the Idaho legislature in 1970 to provide public health education, physical health, environmental health, public health administration and other services needed to Bonneville, Clark, Custer, Fremont, Jefferson, Lemhi, Madison, and Teton Counties.

In summary, this project aligns with our mission and we definitely support the efforts of the City of Idaho Falls to continue its initiative to make the City one of the most bicycle and pedestrian-friendly communities in Idaho.

I am pleased to offer this letter of support in recognition of the City supporting Idaho Smart Growth principles and helping the Idaho Falls area be a better, smarter, healthier place to live. If you should have questions or need any additional information, please do not hesitate to contact me at (208) 533-3163 or [grackow@eiph.idaho.gov](mailto:grackow@eiph.idaho.gov).

Sincerely,

A handwritten signature in blue ink that reads "Geri L. Rackow".

Geri L. Rackow, Director  
Eastern Idaho Public Health



## C. Environmental Screening (ITD-211)



# Environmental Screening

For Community Transportation Enhancement (CTE),  
Safe Routes to School (SR2S) and Scenic Byway Projects



**Background** - All project actions which involve a federal nexus (federal funds, federal permits or federal lands) must have an approved environmental document. ITD follows Federal Highway Administration guidelines for environmental documentation.

**Responsibility** - ITD will be responsible for the review and approval of the environmental document. The sponsor is responsible for the preparation of the environmental document. Pre-application coordination with the district office (environmental) is needed. In some cases the sponsor may arrange for ITD to complete all or part of the environmental documentation.

**Purpose of Form** - This form is not an environmental clearance. The questions screen for issues that could require additional analysis or work. If you answer yes to any of the following questions, the environmental requirements or impacts may be greater than expected. The impacts may not be compatible with your budget or schedule. You should seek further assistance from ITD regarding the viability of the project.

**Contacts** - For assistance with the environmental process please contact the ITD District Environmental Planner. An abbreviated environmental clearance is available for pavement marking projects.

Answer the following questions and explain in detail any response that is not clear from simply marking the box. When completed electronically, the form will expand to allow room for explanations.

Project Type/Scope of Work (i.e., landscaping, bike/pedestrian path, etc.) bike/pedestrian pathway	Project Name/Location Pancheri Bridge Pedestrian Safety Rail / Idaho Falls
---	---

	Yes	No
<b>Right of Way/Property Impacts</b> - Will the project require acquisition of temporary or permanent easements, or right of way? Is the project on, or through, federal lands or tribal lands? Will the project cause a temporary or permanent disruption to a commercial property or residential neighborhood?  Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Traffic</b> - Does the project add traffic lanes or traffic capacity?  Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Ground Disturbance</b> - Does the project disturb more than one acre of land?  Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Stormwater</b> - Where does the water (rain, snowmelt) from this project area drain? <input type="checkbox"/> Sheet flows to surface waters (canal, stream, lake) <input type="checkbox"/> Conveyed by ditch or pipe to surface waters <input checked="" type="checkbox"/> Storm Sewer System (Municipal system) <input type="checkbox"/> Infiltrate in Place (retention pond or topography with no drainage outlet [low area]) <input type="checkbox"/> Other – if none of the above conditions  Explain:		
<b>Surface Waters</b> - Does the project site contain any boggy, swampy, or wetland areas?  Does the project impact (fill or temporarily impact) any wetland, stream, lake or other water body?  Explain:		
<b>Cultural Resources</b> - Are there historical structures (such as buildings, bridges, canals, etc) over 45 years old within or adjacent to (in some cases within view) of the proposed project site?  Explain:		




	Yes	No
<b>Section 4f</b> - Is the project site located next to or a part of a special designated land use (i.e., designated park, wildlife refuge, historic district, etc)? Check with local land use map for information.  Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Hazardous Waste</b> - Is there any indication of waste spill or stain on the project site? Are there any gas stations, dry cleaner, or other industrial facilities adjacent to the project?  Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Public Involvement</b> – Based on your public involvement, has any public controversy or issue been identified? Do you anticipate any temporary or permanent disruption to a commercial property or residential neighborhood (access changes or detours, construction noise etc?)  Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Irrigation</b> - Does the project require irrigation? Describe whether the project will require watering and what source will be used for watering.  Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Right of Way Encroachment</b> - Are there any signs, trees or other features you plan to locate within ITD right of way?  Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Offsite Work</b> - Will the project require off-site grading, excavation or trenching for utilities, lighting, drainage or other work?  Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Describe any other known or suspected environmental issue that has not been covered None		
Preparer's Printed Name Chris Canfield, P.E.	Title Assistant Public Works Director	Agency or Firm City of Idaho Falls
Signature		Date 9/1/19

**– ITD Use Only –**

**Recommendation**

- ☒ Based on the information in the project application and on this form, the project is likely to be eligible for a Categorical Exclusion.
- ☐ Based on the information in the project application and on this form, there were environmental areas of concern that should be further discussed prior to funding this project.
- ☐ There was not enough information in the project application and on this form to assess potential environmental issues.

**Comment**

Printed Name JoEllen Ross-Hauer	Title LHTAC Environmental Planner	
Signature 		Date 11-5-19



#### D. Right of Way Certificate (ITD-1983)





Your Safety • Your Mobility  
Your Economic Opportunity

Local Public Agency's Certificate Of  
Completion Of Right-Of-Way Activities  
Idaho Transportation Department

ITD 1983 (Rev. 08-19)  
itd.idaho.gov

Key Number	Project Number	Project Name Pancheri Traffic & Bridge Railing
Local Public Agency Idaho Falls, Idaho		

Complete the applicable section below and the Certification section.

Right of Way is Not Required

- ☒ All roadway work will be done within the existing right of way.
- ☒ No utilities are involved in this project and, Power, Water, Sewer,  
will be retained and protected.
- ☐ \_\_\_\_\_ (Number) utilities are impacted and agreements are in place.

Right of Way is Required

Number of ownerships acquired \_\_\_\_\_ Total amount paid \$ \_\_\_\_\_

☐ \_\_\_\_\_ (Number) Temporary Easements are required, but will be acquired by the Sponsor.

Number of parcels in condemnation or pending final settlement \_\_\_\_\_

Number of Relocations \_\_\_\_\_

☐ No utilities are involved in this project

☐ \_\_\_\_\_ (Number) utilities are impacted and agreements are in place for \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ utilities.

Certification

I hereby certify that all acquisitions and relocations, if any, were performed in accordance with our assurances to comply with state and federal laws and regulations related to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments thereto.

It is further certified that in all cases where the real property rights were obtained through donation, that the property owner(s) was fully informed of the right to receive just compensation and the owner has released our agency from its obligation to appraise the property in the event that the estimated value may exceed \$5,000.00.

I hereby certify that I have no knowledge of any previous hazardous materials use, or contamination discovered, on any of the lands to be utilized on this project.

Agency Contact's Name (Printed) Chris Canfield, P.E.	Phone Number (208) 612-8259	E-Mail Address ccanfield@idahofallsidaho.gov
Attester's Signature (Clerk or Secretary) <i>Kathy Haupt</i>	Date 11-4-19	Chairman, President, or Mayor's Signature <i>Rebecca</i>
Date 11-4-19		





## E. Match Commitment Letter



**PARKS & RECREATION**



**Parks / Cemeteries** (208) 612-8479  
**Recreation / Rentals** (208) 612-8480  
**Aquatic Center** (208) 612-8519  
**Administration** (208) 612-8482  
**Zoo** (208) 612-8470  
Fax (208) 612-8179

January 31, 2020

City of Idaho Falls  
Chris Canfield, P.E.  
P.O. Box 50220  
Idaho Falls Idaho 83405

**RE: Pancheri Bridge Safety Rail Match Funds**

Mr. Canfield,

This letter is in regards to the match funds required for the City of Idaho Falls Transportation Alternative Program grant request, to provide for safety and traffic separation railing on the Pancheri Road structure over the Snake River.

The City of Idaho Falls Parks & Recreation Department is aware of the 7.34% local match requirements for the above referenced project grant application. Current Estimates for the project is at \$539,500. The local match requirement for this amount would be \$39,600. The City is committed to support this reimbursement project local share for this amount from the Parks & Recreation Department Capital Greenbelt Improvement funds budgeted.

Please let me know if you have any questions or concerns.

Sincerely,

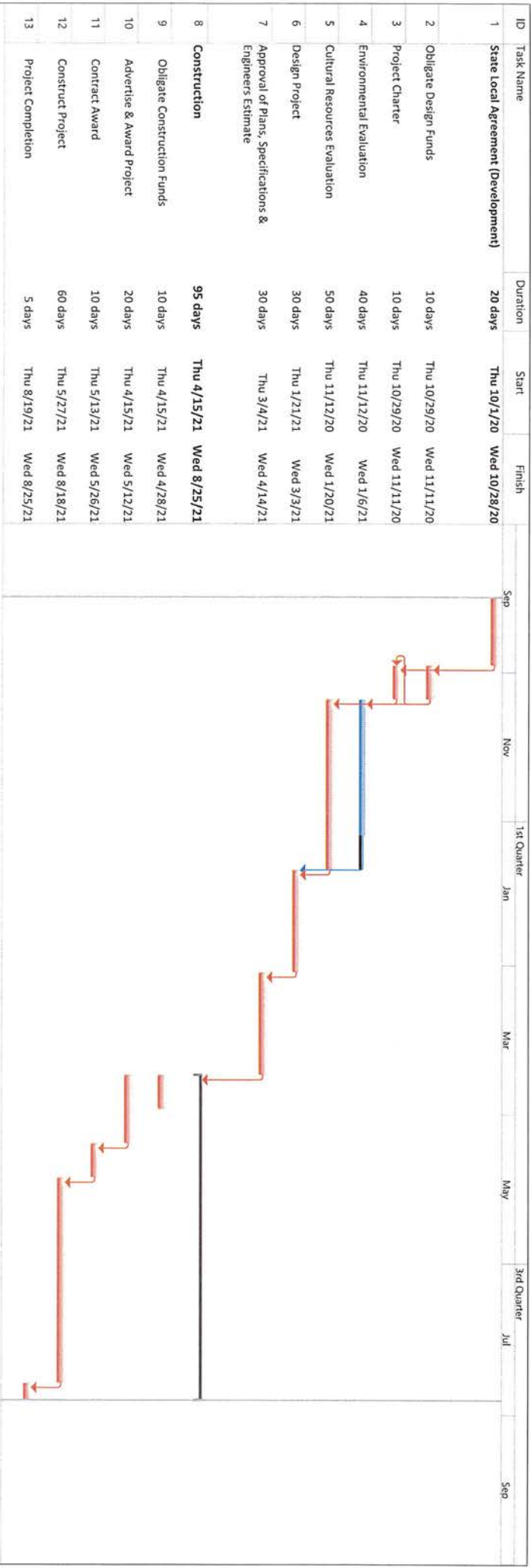
A handwritten signature in blue ink, appearing to read "Ronnie Campbell".

Ronnie Campbell,  
Division of Parks & Recreation Superintendent



## F. Project Delivery Schedule





Task	Inactive Task	Manual Summary Rollup	External Milestone	Manual Progress
	Split	Inactive Milestone	Deadline	Slack
	Milestone	Inactive Summary	Critical	
	Summary	Manual Task	Critical Split	
Project Summary	Duration-only	External Tasks	Progress	



## G. District Coordination Letter/Site Checklist



## Chris Canfield

---

**From:** Amanda LaMott <ALaMott@lhtac.org>  
**Sent:** Wednesday, October 30, 2019 11:19 AM  
**To:** Chris Canfield  
**Subject:** TAP coordination

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Chris –

Thanks for the phone call just now. This serves as your TAP coordination – include a copy of this email as your proof.

Let me know if you have any questions as you are developing your application and don't forget to submit your environmental screening and site checklist for each application prior to the November 8<sup>th</sup> deadline.

Thanks!

**Amanda LaMott, PE**

LHTAC | Safety & TAP Program

3330 Grace Street | Boise, Idaho 83703

Ph: 208.344.0565

[alamott@lhtac.org](mailto:alamott@lhtac.org)



## PRE-APPLICATION CHECKLIST

*All questions contained in this checklist are for infrastructure projects only  
and are to be completed in collaboration with the District TAP Coordinator.*

### PART 1: QUESTIONS

Applicant: City of Idaho Falls			
Project Name: Pancheri Bridge Pedestrian Safety Rail			
Project Manager: Chris Canfield, P.E.			
Contact Information for Project Manager: (208) 612-8259; ccanfield@idahofallsidaho.gov ; 380 Constitution Way, Idaho Falls, Id. 83405			
Is the applicant an eligible sponsor?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has the applicant previously completed a federal aid project?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does the applicant acknowledge that receipt of funds requires compliance with several federal and state requirements, including but not limited to wage, equal opportunity, and environmental requirements?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>BICYCLE FACILITIES (IF APPLICABLE)</b>			
<b>Bicycle Facility description</b>	<input type="checkbox"/> Shared use pathway <input type="checkbox"/> Sharrow <input type="checkbox"/> Striped bicycle lane <input type="checkbox"/> Widened shoulder <input type="checkbox"/> Other		
Width of pathway, bicycle lane, shoulder, etc.:		Length:	
Distance from curb (for pathways):			
Materials used:	<input type="checkbox"/> Asphalt <input type="checkbox"/> Concrete <input type="checkbox"/> Other		
Standards Used:	<input type="checkbox"/> AASHTO <input type="checkbox"/> Idaho State Public Works Construction <input type="checkbox"/> ITD <input type="checkbox"/> Local		
This project is:	<input type="checkbox"/> part of road widening <input type="checkbox"/> part of an existing road		
Are there any areas where the facility will narrow to accommodate trees, signs or other obstructions? If yes, explain:			<input type="checkbox"/> Yes <input type="checkbox"/> No
What is the plan for maintaining the facility after construction is complete?			
Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval? Explain:			<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>PEDESTRIAN FACILITIES (IF APPLICABLE)</b>			
<b>Pedestrian Facility description</b>	<input checked="" type="checkbox"/> Sidewalk <input type="checkbox"/> Sidewalk with curb and gutter <input type="checkbox"/> Pathway <input type="checkbox"/> Other		
Width of pathway, bicycle lane, shoulder, etc.:	10 ft	Length:	500 ft
Distance from curb (for pathways):	0		
Materials used	<input type="checkbox"/> Asphalt <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Other		
Number of curb ramps:	2		
Standards Used:	<input type="checkbox"/> AASHTO <input checked="" type="checkbox"/> Idaho State Public Works Construction <input type="checkbox"/> ITD <input checked="" type="checkbox"/> Local		
This project is:	<input type="checkbox"/> part of road widening <input checked="" type="checkbox"/> part of an existing road		
Are there any areas where the facility will narrow to accommodate trees, signs or other obstructions? If yes, explain:			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
What is the plan for maintaining the facility after construction is complete? Maintenance to be provided by City Street Department.			



Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval? Explain:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>RIGHT-OF-WAY</b>		
Does the sponsor possess the necessary right-of-way to construct the project? If not, explain how right-of-way will be acquired.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Does the sponsor hold necessary easements to construct the project? If not, explain how easements will be obtained.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>ENVIRONMENTAL</b>		
Is it apparent that the project will meet the environmental criteria for Categorical Exclusion?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is it apparent that the proposed project will require extensive cultural clearance?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is it apparent that supplemental environmental documentation will be required to support a Categorical Exclusion determination?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
For example: <input type="checkbox"/> Wetlands <input type="checkbox"/> Endangered Species <input type="checkbox"/> Other		
Is it apparent that the project will cause an adverse effect to environmental resources? If yes, explain:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Are there any permitting requirements for the project? If yes, explain:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>UTILITIES</b>		
Is it apparent that the project will have utility conflicts? If yes, explain and identify affected utilities and how conflicts will be mitigated.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>IRRIGATION</b>		
Is it apparent that the project will have crossings or conflicts with irrigation facilities? If yes, explain and identify affected irrigation facilities and how conflicts will be mitigated.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
This project is in the Pancheri Bridge over the Snake River.		

## PART 2: FORMS

- A. Environmental Screening Form
- B. Right-of-Way Certification
- C. TAP: Project Estimating Worksheet (used during application process to establish initial estimate)
- D. ITD-1150: Project Cost Summary Sheet (for infrastructure projects and used during development stage)

### Instructions:

1. Line 16 of this form is for Mobilization, calculated as a percentage of the construction items listed on Lines 3 through 14. It is up to the Applicant to determine the appropriate percentage for the project, but 5 to 10% would be considered typical.
2. Line 17 of this form is for Construction Engineering and Contingencies, calculated as a percentage of the construction items listed on Lines 3 through 14 and the Mobilization cost listed on Line 16. Again, it is up to the Applicant to determine the appropriate percentage for the project, but 15%



would be considered typical, with 10% allocated to Construction Engineering and 5% allocated to Contingencies.

- E. Cost Estimate for Non-Infrastructure Projects: Safe Routes to School (for safe routes to school non-infrastructure projects)
- F. Has a traffic safety issue been identified in this project application? If so, knowing if the applicants and/or their community based law enforcement partners are already working with the ITD Office of Highway Safety (OHS) traffic safety grant programs. If so, please provide project Key Number and verify that the Scope of Work for that project is primarily connected with the area in the TAP application.
- G. Project Schedule (for infrastructure projects)

### **PART 3: SUMMARY OF REQUIREMENTS FOR FEDERAL AID RECIPIENTS**

Applicants should keep in mind that receipt of federal funds requires compliance with the following federal and state requirements (note: this is not an exhaustive list):

1. **Equal Opportunity** requirements (non-discrimination) for construction contracts in excess of \$10,000. The non-discrimination requirements apply to a wide range of project elements, including contracting opportunities. A non-discrimination agreement must be signed as part of the award process, and records must be kept to show compliance. Disadvantaged Business Entity (DBE) requirements might apply.
2. Minimum wage requirements (**Davis-Bacon Act**) and anti-kickback requirements (**Copeland Act**) for construction contracts in excess of \$2,000. Records must be kept to show compliance.
3. No use of federal funds for lobbying, for construction contracts in excess of \$100,000.
4. National Environmental Policy Act (**NEPA**).
  - a. The National Environmental Policy Act requires federal actions (including local transportation projects receiving federal aid) to be evaluated for potential impacts to the environment. ITD and the FHWA jointly conduct this review.
    - i. For major actions that significantly affect the quality of the human environment, an Environmental Impact Statement (EIS) must be prepared. This is a lengthy (and expensive) process that requires consideration of alternatives, analysis of impacts, and compliance with a series of public notice and comment periods. Projects requiring an EIS would not be able to be completed within Community Choices time constraints.
    - ii. For projects in which the significance of the environmental impact is uncertain, an Environmental Assessment (EA) must be prepared. This document is more limited in scope than an EIS, and the procedure is not as lengthy. If through the EA process it is determined that there will not be significant impacts, a Finding of No Significant Impact (FONSI) is issued. If it is determined that there will be significant impacts, an EIS must be prepared.
    - iii. Most federal aid projects qualify for a "categorical exclusion," meaning that the project will not have a significant effect on the human environment. For these projects, neither an EIS nor an EA need be prepared. Federal regulations have identified several project types that typically receive a categorical exclusion (such as installation of utilities along a road; construction of bicycle and pedestrian paths; landscaping; installation of fences, signs, pavement markings and traffic signals, where no substantial land acquisition or traffic disruption would occur; alterations to facilities to make them accessible to elderly and handicapped persons; and other types of projects). Even though a proposed project might fall within an exclusion category, applicants must obtain clearance from ITD.
    - iv. Contact District Environmental Staff (listed at <http://itd.idaho.gov/enviro/District.Staff.htm>) for assistance with navigating the environmental review process.
5. Compliance with audit requirements:



- a. An entity expending \$500,000 or more in a year in combined Federal awards (including any funds received from Federal sources outside ITD: US federal contracts, subcontracts, loans grants, subgrants, and/or cooperative agreements) requires an A-133 Single Audit or program-specific audit each fiscal year.
  - b. An entity whose annual budget (from all sources) exceeds \$250,000 and expends any amount in a year in combined Federal awards are required to have a full and complete audit of financial statements each fiscal year.
  - c. An entity whose annual budget (from all sources) exceeds \$100,000 but does not exceed \$250,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements audit on a biennial basis. Biennial audits shall include an audit of each fiscal year since the previous audit.
  - d. An entity whose annual budget (from all sources) exceeds \$50,000 but does not exceed \$100,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review on a biennial basis. Biennial review shall include a review of each fiscal year since the previous review.
  - e. An entity whose annual budget (from all sources) does not exceed \$50,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review by ITD on a biennial basis. Biennial ITD reviews shall include a review of each fiscal year since the previous review.
6. Compliance with **Americans with Disability Act** requirements. This includes a compliance Self-Evaluation, and for agencies with 50 or more employees, an ADA Transition Plan. Transition Plans identify physical obstacles to accessibility, describe methods to make facilities accessible, specify a schedule for completion, identify a responsible official, estimate the cost of each modification, and record completion dates.
  7. Compliance with U.S. Office of Management and Budget (OMB) circulars on allowable costs, as follows:

For the costs of a:	Use the principles in:
State, Local or Indian Tribal Government	2 CFR 225
Private, nonprofit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in 2 CFR 230 as not subject to that circular	2 CFR 230
Educational institution	2 CFR 220
For-profit organization other than a hospital and an organization named in 2 CFR 230 as not subject to that circular	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the Federal agency.

8. Compliance with ITD Grant Administration Team reimbursement requirements. Recipients must request reimbursement of an expense within 60 days or the expense will not be reimbursed. ITD has up to 30 days to issue the reimbursement.
9. Compliance with minimum liability insurance requirements. Contractors must have comprehensive public and general liability insurance of at least \$500,000.00 per occurrence, and \$1,000,000.00 aggregate.

### District TAP Coordinator Endorsement

According to the information provided by the sponsor and in this Site Checklist, the Idaho Transportation Department district office endorses this project as a potential TAP project candidate and would offer full support if project is selected.

Endorsement:  LHTAC 11/7/19  
District TAP Coordinator District Date



## H. Project Location Map & Plans



## 2020 TAP Projects Maps Overview



Your Safety • Your Mobility  
Your Economic Opportunity

**Disclaimer:** The Idaho Transportation Department (ITD) provides this information, including geographic data and any associated metadata "as is" without warranty of any kind, including but not limited to its completeness, fitness for a particular use, or accuracy of content, positional or otherwise. It is the sole responsibility of the user to determine the accuracy or usability of any information, data or metadata for his or her own purposes. In no event shall ITD have any liability whatsoever for damages of any kind arising out of the use of or reliance on the information, geographic data or metadata. In providing this information, data, metadata, or access to such, ITD assumes no obligation to assist the user in the use of such or in the development, use, or maintenance of any applications applied to or associated with such. Maps generated on December 9, 2019.

MAP 1: Topography

MAP 2: Satellite Imagery

MAP 3: 2020-2023 OTIS Projects-shows future ITD projects

MAP 4: Crashes and Schools- School data was used to create a 2-mile network radius around schools. Crashes were aggregated to each of these zones and then normalized by population.

MAP 5: EJ Screen Percent Low Income-Shows Census information indicating percent of the population classified low income by the EPA's EJSCREEN Tool.

MAP 6: EJ Screen Percent Minority Population-Shows Census information indicating percent of the population classified as minority by the EPA's EJSCREEN Tool.

MAP 7: Flood Hazard Zones-Shows FEMA's Flood Hazard Zones

MAP 8: Environmental Factors- Shows Waste Sites from Idaho DEQ and Wetland Areas from the Nation Wetlands Inventory



# 2020 TAP Projects: 2020-2023 OTIS Projects

## City of Idaho Falls\_p2 - Pancheri Bridge Rail



### Legend

- |  |   |   |  |
|--|---|---|--|
| <ul style="list-style-type: none"> <li>TAP Area</li> <li>TAP Point</li> <li>TAP Lines</li> </ul> | <b>OTIS Projects FY 2020-2023</b><br><b>WorkClass</b> <ul style="list-style-type: none"> <li>BRIDGE CONSTRUCTION &amp; APPROACHES</li> <li>ENVIRONMENTAL PRESERVATION</li> <li>MAJOR WIDENING</li> <li>RECONSTRUCTION/REALIGNMENT</li> <li>RESURFACE/RESTORE/REHABILITATE/WIDEN</li> <li>SAFETY/TRAFFIC OPERATIONS</li> </ul> | <b>OTIS Projects FY 2020-2023</b><br><b>WorkClass</b> <ul style="list-style-type: none"> <li>ADDED LANES SEPARATE ROADWAY</li> <li>BRIDGE CONSTRUCTION &amp; APPROACHES</li> <li>ENVIRONMENTAL PRESERVATION</li> <li>MAJOR WIDENING</li> <li>NEW ROUTE</li> </ul> | <ul style="list-style-type: none"> <li>PLANNING/STUDIES</li> <li>PREVENTIVE MAINTENANCE</li> <li>RECONSTRUCTION/REALIGNMENT</li> <li>RESURFACE/RESTORE/REHABILITATE/WIDEN</li> <li>SAFETY/TRAFFIC OPERATIONS</li> <li>SUPPORTING FACILITIES</li> </ul> |
|--|---|---|--|





# 2020 TAP Projects: Aerial Imagery


City of Idaho Falls\_p2 - Pancheri Bridge Rail



0 0.175 0.35 0.7 Miles

## Legend



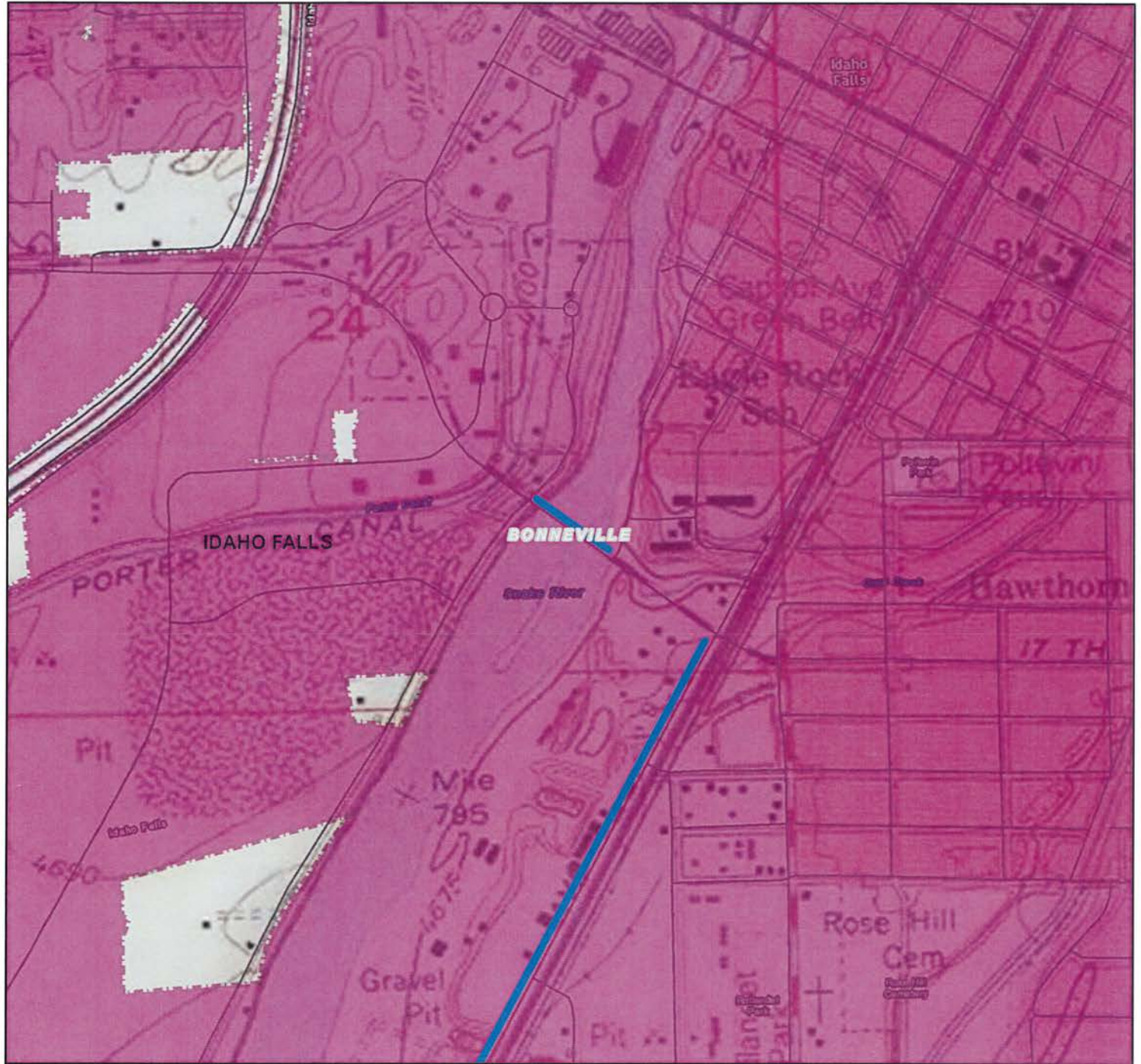
-  TAP Area
-  TAP Point
-  TAP Lines





# 2020 TAP Projects: USA Topography

City of Idaho Falls\_p2 - Pancheri Bridge Rail



0 0.175 0.35 0.7 Miles

## Legend



-  TAP Area
-  TAP Point
-  TAP Lines





# 2020 TAP Projects: Flood Hazard Zones

City of Idaho Falls\_p2 - Pancheri Bridge Rail



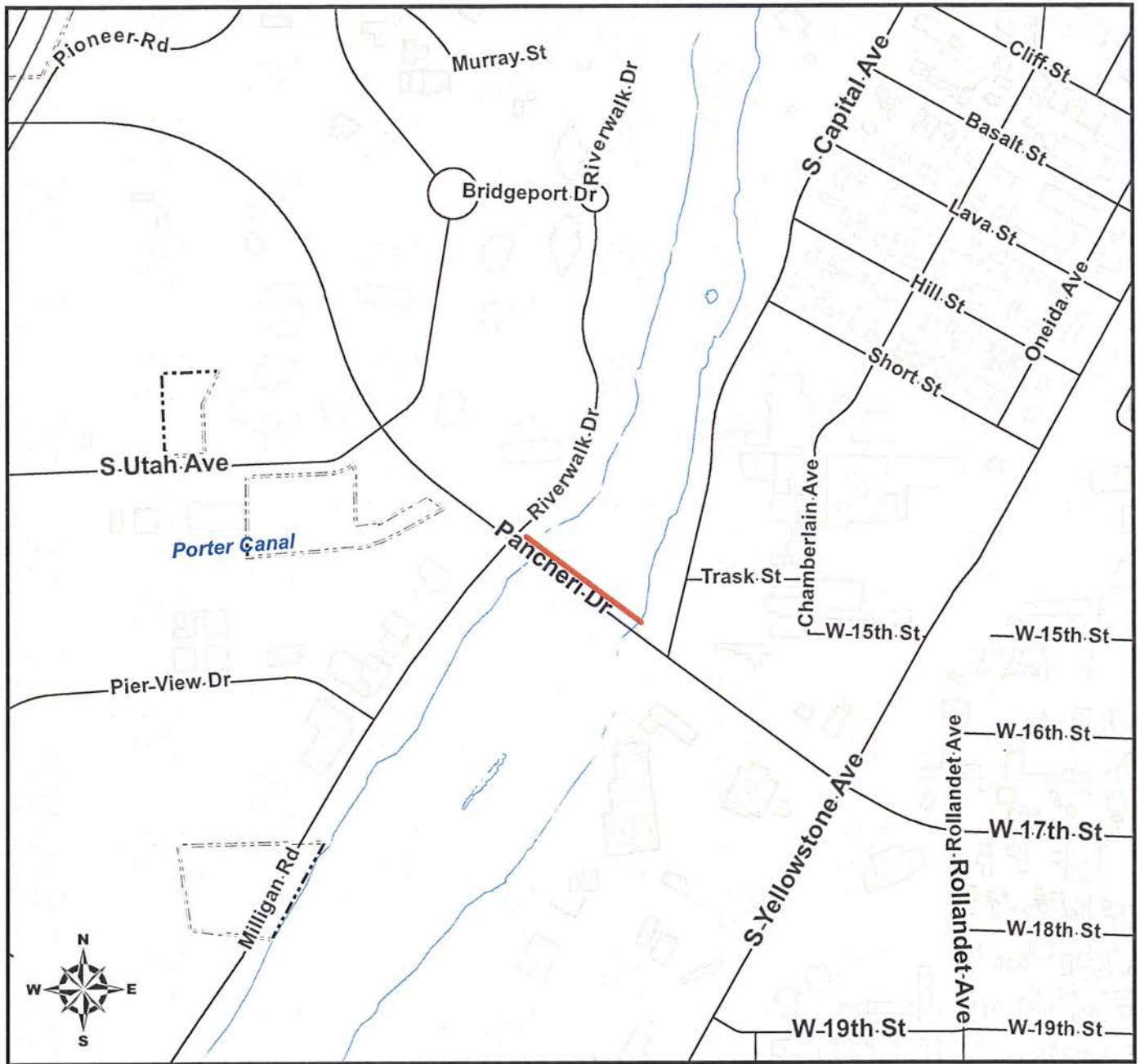
## Legend

- |  |                     |                    |                                     |                                   |   |
|--|---------------------|--------------------|-------------------------------------|-----------------------------------|---|
|  | TAP Area            | Flood Hazard Zones |                                     | Area of Undetermined Flood Hazard |   |
|  | TAP Point           | Zone Type          |                                     | 0.2% Annual Chance Flood Hazard   |   |
|  | TAP Lines           |                    | 1% Annual Chance Flood Hazard       |                                   | Future Conditions 1% Annual Chance Flood Hazard |
|  | Regulatory Floodway |                    | Area with Reduced Risk Due to Levee |                                   |   |
|  | Special Floodway    |                    |                                     |                                   |   |





# VICINITY MAP



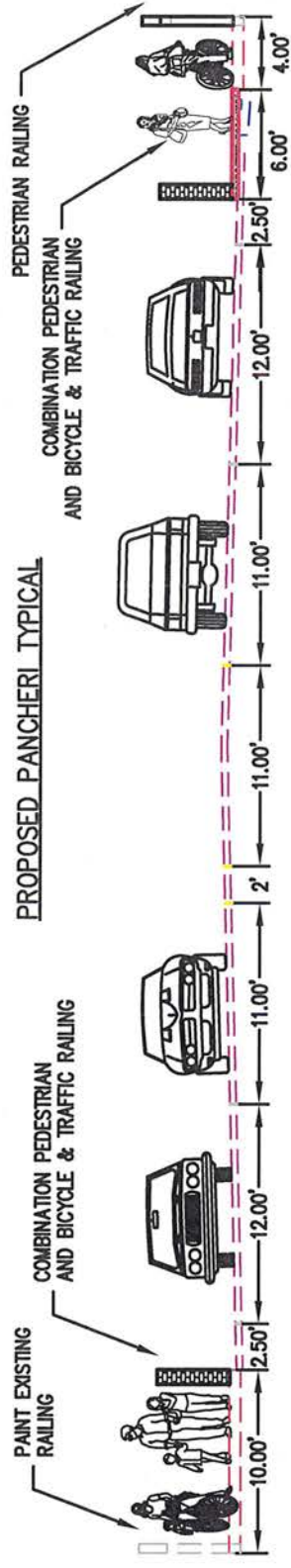
1" = 500'

PANCHERI BRIDGE PEDESTRIAN SAFETY RAIL  
NORTH SIDE SIDEWALK  
BONNEVILLE COUNTY  
CITY OF IDAHO FALLS









PROPOSED PANCHERI TYPICAL

PANCHERI BRIDGE PEDESTRIAN SAFETY RAIL



## I. MPO Support Letter



## Bonneville Metropolitan Planning Organization

1810 W. Broadway, Suite 15, Idaho Falls, ID 83402 • (208) 612-8530 • [bmpo@bmpo.org](mailto:bmpo@bmpo.org) • [www.bmpo.org](http://www.bmpo.org)  
Serving the citizens of Ammon, Idaho Falls, Iona, Ucon and Bonneville County

Michelle Ziel-  
Dingman, Chair  
Council Member  
City of Idaho Falls

Brian Powell,  
Vice Chair  
Council President  
City of Ammon

Rebecca Casper  
Mayor  
City of Idaho Falls

Craig Sturman  
Mayor  
City of Ucon

Dan Gubler  
Mayor  
City of Iona

Bryon Reed  
Commissioner  
Bonneville County

Jim Freeman  
Council Member  
City of Idaho Falls

Jim Francis  
Council Member  
City of Idaho Falls

Rance Bare  
TRPTA Board

Jason Minzghor  
Engineer  
ITD District 6

January 17, 2020

City of Idaho Falls Public Works  
Chris Fredrickson P.E.  
308 Constitution Way  
Idaho Falls Idaho 83402

### Attn: TAP Grant Application

Dear Director Fredrickson,

This letter is in regards to the City of Idaho Fall's TAP Grant request, to provide the pathway widening and safety railing along the Pancheri Road Bridge over the Snake River.

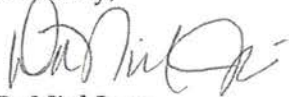
This route is identified by our Connecting Our Community Path Plan as an integral connection of the City of Idaho Fall's greenbelt pathway system along the Snake River. Developments of projects such as this compliment the goals of this community thru increased mobility for pedestrians and cyclist. It also provides for economic development with a top notch trail system that enhances tourism and cyclist events within the community.

This project will provide a much needed safety rail to separate vehicular and pedestrian traffic on this 35 mph roadway carrying over 25,000 vehicles per day. Increasing the safety of the East-West widened pathway over the existing structure in town for cyclists and pedestrians is a much needed enhancement in this area.

Our goal is to work together within the City and beyond to enhance the user experience on our trail system, to enhance mobility, public safety, and encourage the benefits of economic opportunities afforded to us with projects such as these.

If you have any questions or concerns regarding this request please feel free to contact me at 208.612.8509.

Sincerely,



DaNiel Jose  
Transportation Planner/SR25 Coordinator

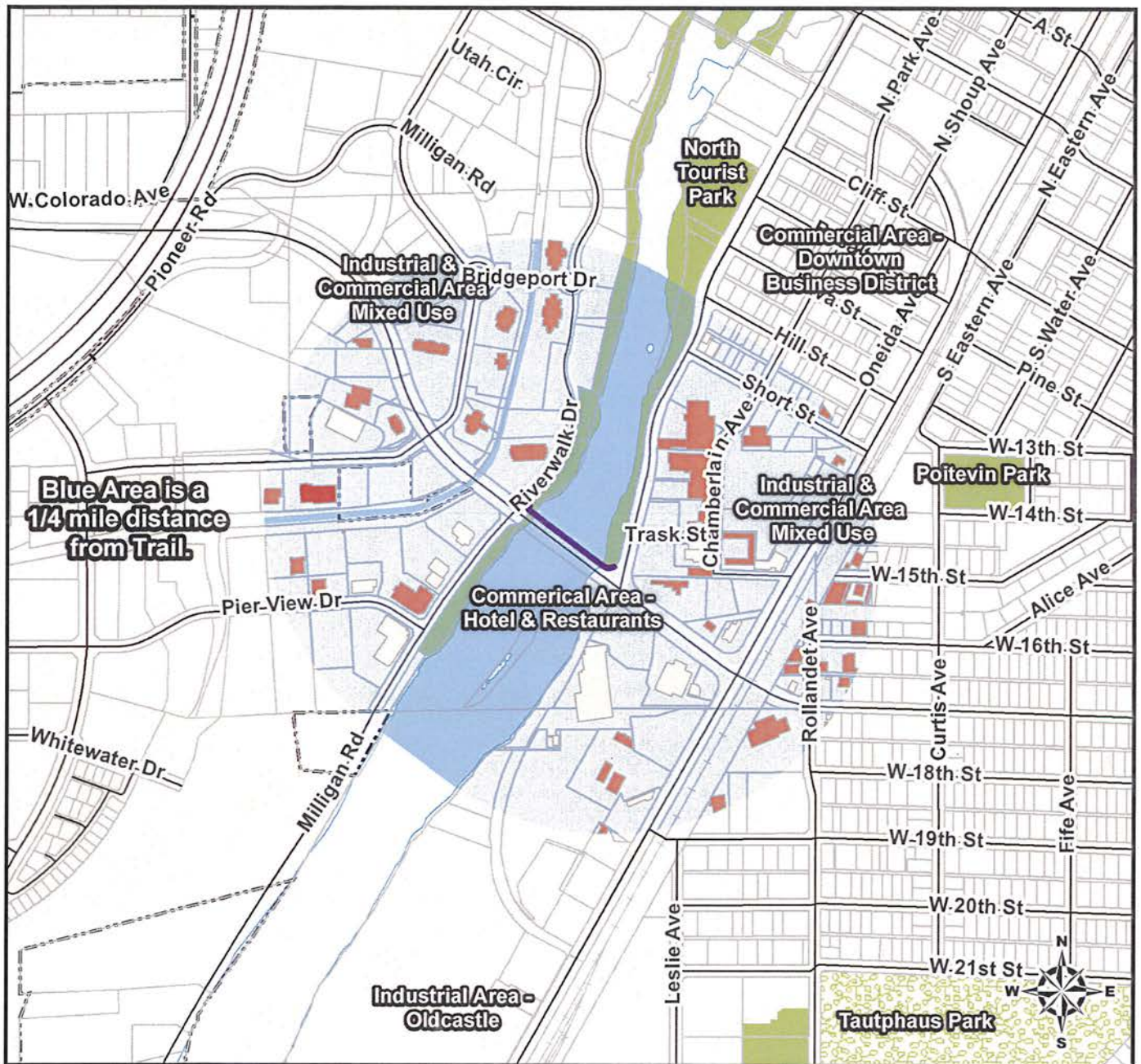


## Additional Attachment

- a. Question 1 Project Elements – Site Map (detailed)



# VICINITY MAP



1" = 750'

PANCHERI BRIDGE PEDESTRIAN SAFETY RAIL  
NORTH SIDE SIDEWALK  
BONNEVILLE COUNTY  
CITY OF IDAHO FALLS



## Additional Attachment

### b. Question 1 Project Site Photos



Pancheri Structure Rail and Sidewalk Photos:



Existing Sidewalk path to be widened and railing replaced as well as add a traffic separated barrier (upstream side)



Existing Sidewalk path to be widened and railing replaced as well as add a traffic separated barrier (upstream side)





Path railing (river side) and traffic barrier concept at the Broadway Bridge (proposed to be installed at Pancheri)



Railing concept proposed (at midspan of the Structure)



## Additional Attachment

### c. Question 4 Site Map of Connections (Land Use)

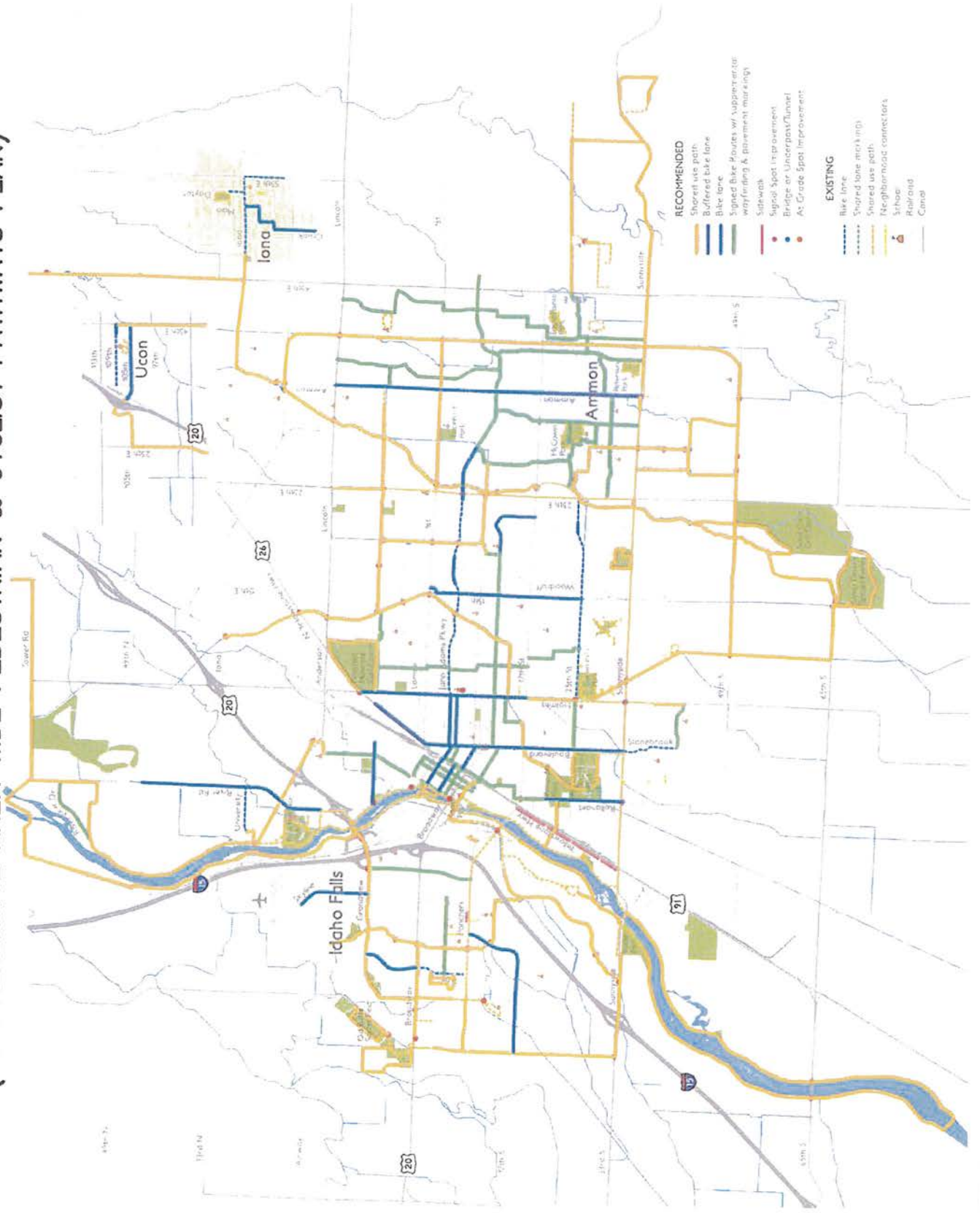
Please also reference our Connecting our Community Plan at:

<https://id-idahofalls.civicplus.com/621/Connecting-Our-Community>



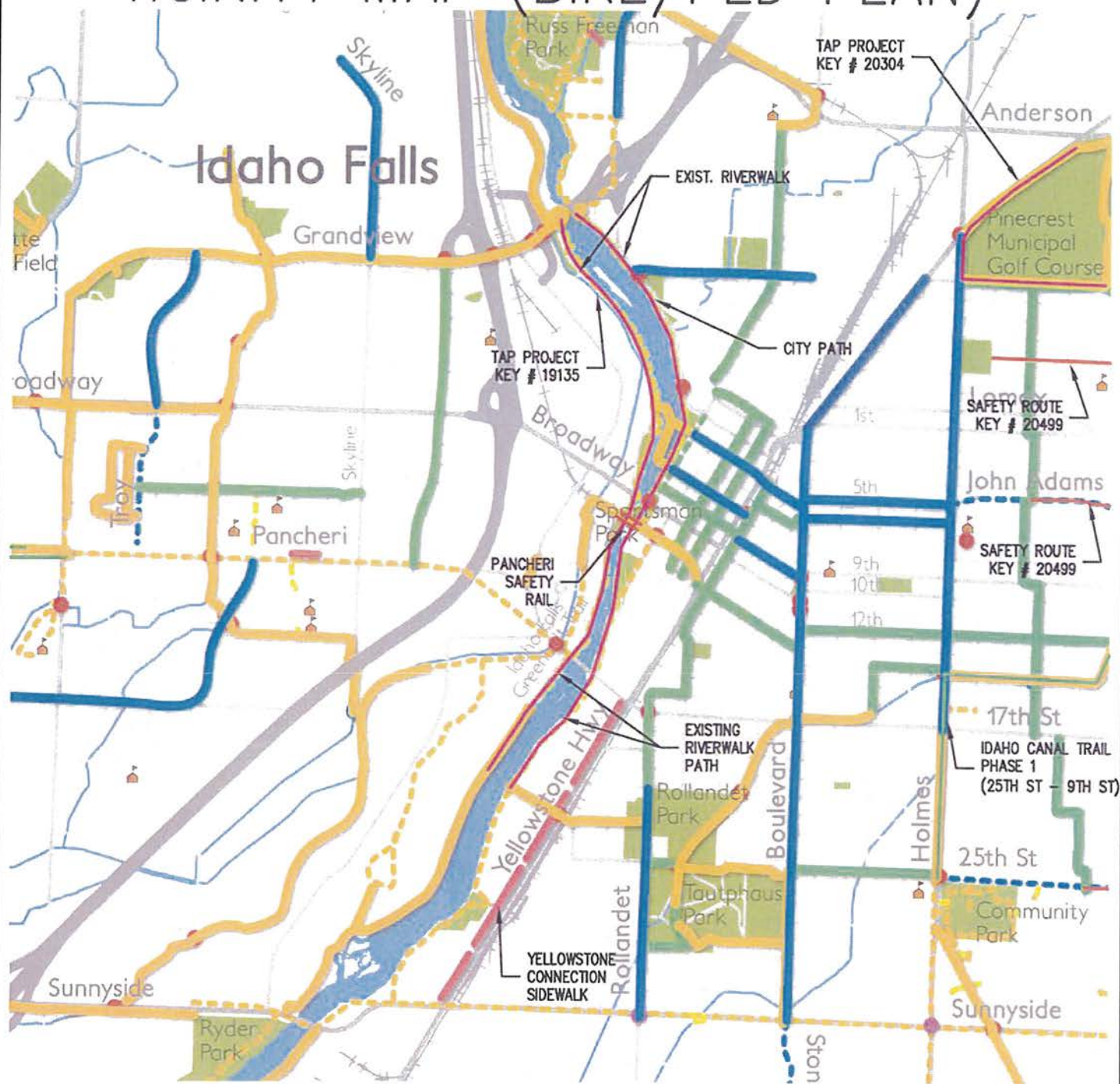
# CONNECTING OUR COMMUNITY (COMPREHENSIVE AREA WIDE PEDESTRIAN & CYCLIST PATHWAYS PLAN)

SCALE 1" = 7000'





# VICINITY MAP (BIKE/PED PLAN)



1" = 2500'

**YELLOWSTONE CONNECTION SIDEWALK  
PANCHERI SAFETY RAIL  
BONNEVILLE COUNTY  
CITY OF IDAHO FALLS**

## RECOMMENDED

- Shared use path
- Buffered bike lane
- Bike lane
- Signed Bike Routes w/ supplemental wayfinding & pavement markings
- Sidewalk
- Signal Spot Improvement
- Bridge or Underpass/Tunnel
- At Grade Spot Improvement

## EXISTING

- Bike lane
- Shared lane markings
- Shared use path
- Neighborhood connectors
- School
- Railroad
- Canal

## Proposed project

Phase 1

## Proposed project

Phase 2

## Safety Route

## Existing project



## Additional Attachments

d. Question 5 Safety Maps (Projects and Crash density)



# 2020 TAP Projects:Crashes and Schools

City of Idaho Falls\_p2 - Pancheri Bridge Rail


















0 0.175 0.35 0.7 Miles

## Legend

-  TAP Area
-  TAP Point
-  TAP Lines
-  Idaho\_K12\_Schools\_2016
-  Fatal Crashes Last Five Years

## Crashes in 2 Miles of a School per Capita

-  0.000 - 0.02190
-  0.02191 - 0.02480
-  0.02481 - 0.02856
-  0.02857 - 0.03255
-  0.03256 - 0.03670
-  0.03671 - 0.04159
-  0.04160 - 0.04683

-  0.04684 - 0.05314
-  0.05315 - 0.05998
-  0.05999 - 0.06636
-  0.06637 - 0.07782
-  0.07783 - 0.09184
-  0.09185 - 0.1159
-  0.1160 - 0.1481
-  0.1482 - 1.155



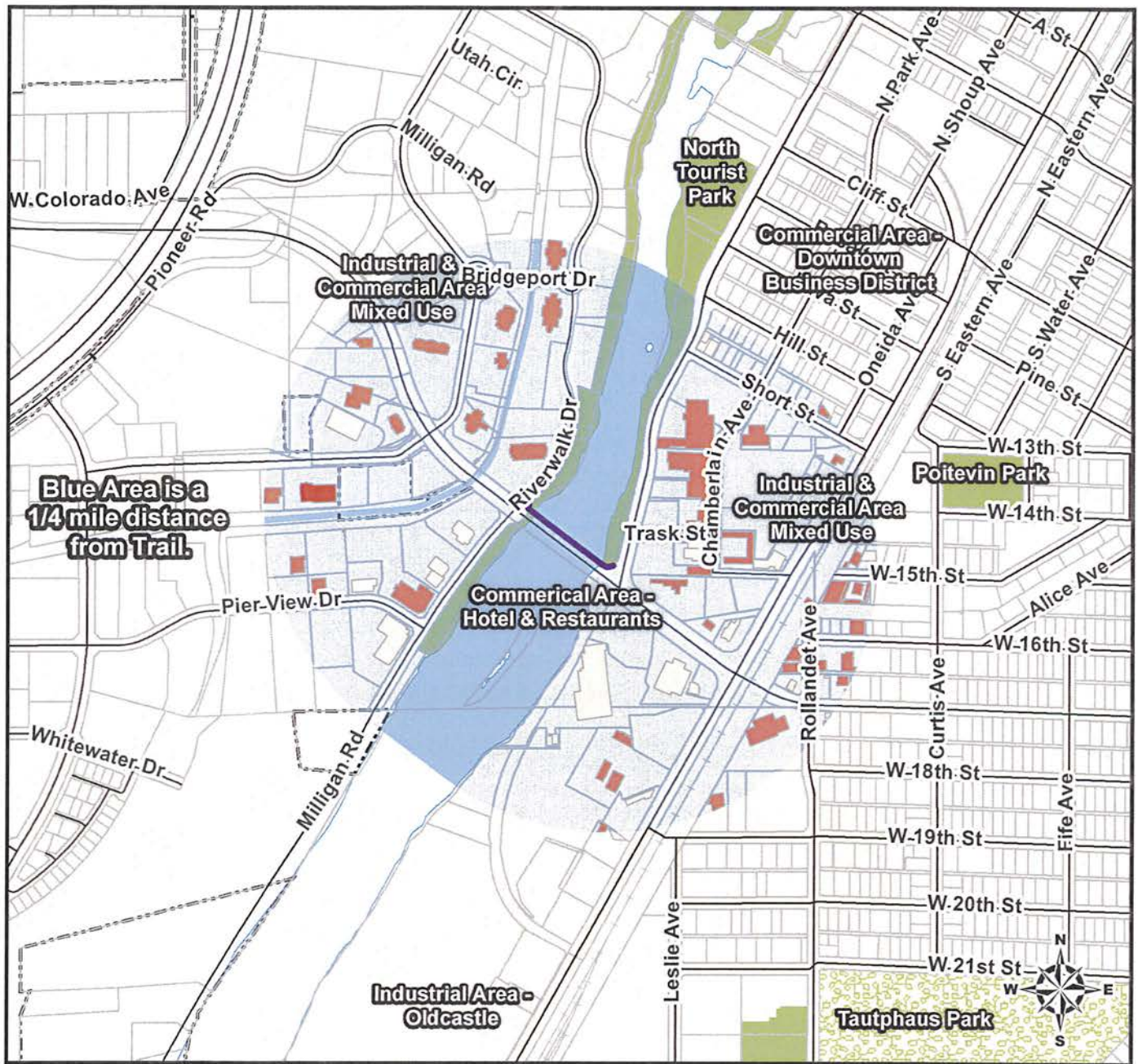


## Additional Attachment

e. Question 6 Economic Opportunity Site Map with Businesses



# VICINITY MAP



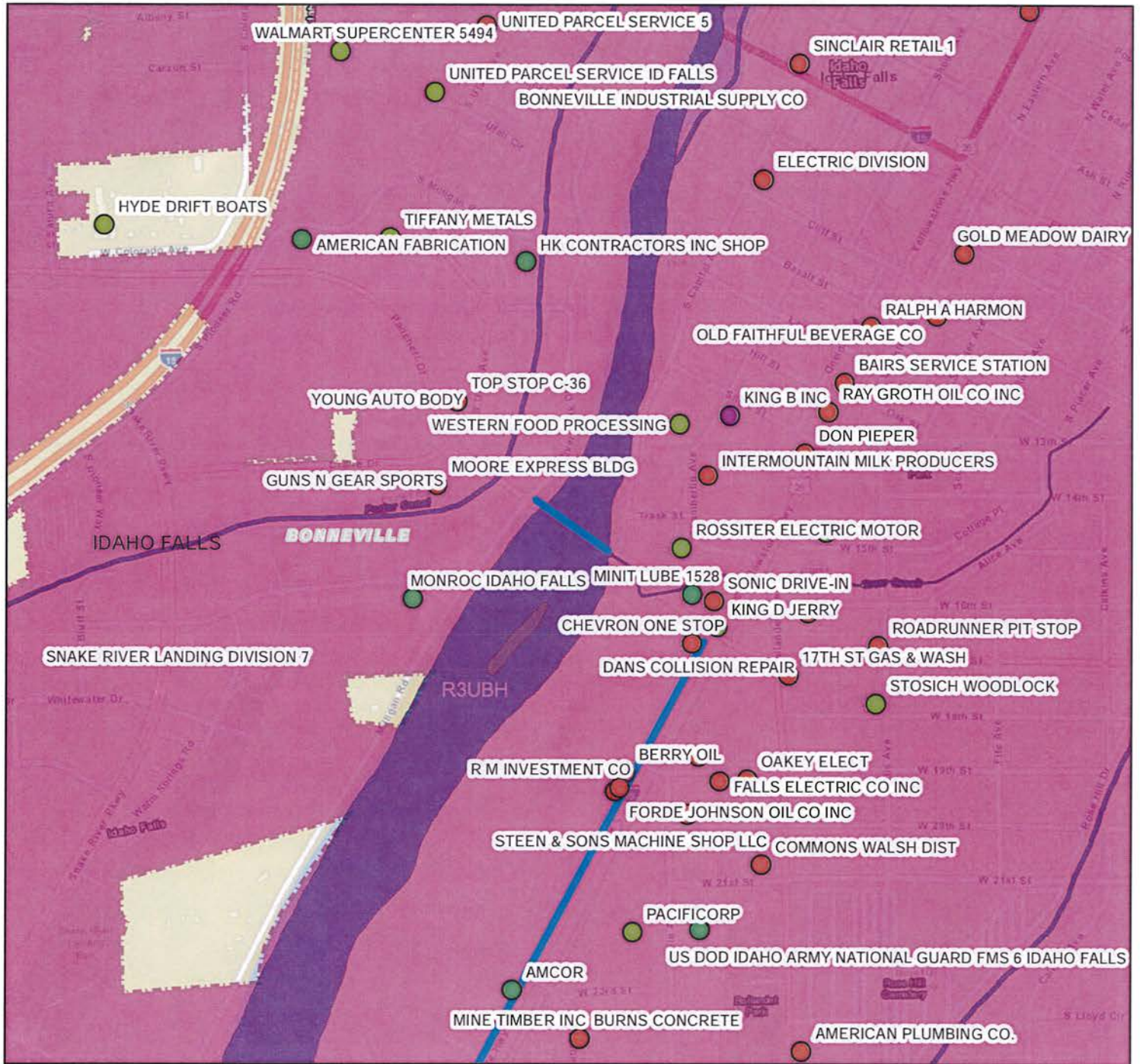
1" = 750'

PANCHERI BRIDGE PEDESTRIAN SAFETY RAIL  
NORTH SIDE SIDEWALK  
BONNEVILLE COUNTY  
CITY OF IDAHO FALLS



# 2020 TAP Projects: Environmental Factors

## City of Idaho Falls\_p2 - Pancheri Bridge Rail



### Legend



















# 2020 TAP Projects: Percent Low Income

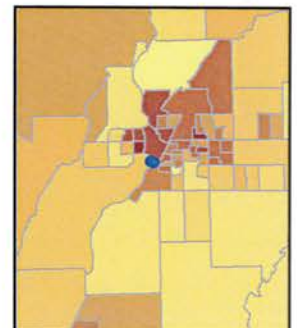
## City of Idaho Falls\_p2 - Pancheri Bridge Rail



0 0.175 0.35 0.7 Miles

### Legend

 TAP Area	 EJSCREEN Percent Low Income	 0.394031 - 0.452331
 TAP Point	 0.000000 - 0.130644	 0.452332 - 0.522080
 TAP Lines	 0.130645 - 0.210711	 0.522081 - 0.612987
	 0.210712 - 0.281218	 0.612988 - 0.738983
	 0.281219 - 0.337416	 0.738984 - 0.974291
	 0.337417 - 0.394030	


















# 2020 TAP Projects: Percent Minority Population

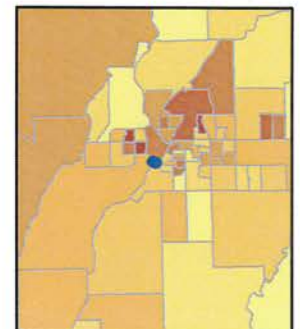
City of Idaho Falls\_p2 - Pancheri Bridge Rail



0 0.175 0.35 0.7 Miles

## Legend

 TAP Area	<b>EJSCREEN Percent Minority</b>	 0.000000 - 3.167421	 19.380283 - 25.583982
 TAP Point	 3.167422 - 6.359946	 25.583983 - 34.203297	 34.203298 - 46.680286
 TAP Lines	 6.359947 - 10.060514	 46.680287 - 66.032350	 66.032351 - 100.000000
	 10.060515 - 14.609929		
	 14.609930 - 19.380282		





## Additional Attachments

- f. Question 6 Letters of support from Local Businesses





930 Pier View Dr., Idaho Falls, ID 83402, 208 522-3341

Bill's Bike and Run would like to express our support for the Pancheri Bridge Railing project. We are excited that the City of Idaho Falls is invested in improving the bicycle and pedestrian network and facilities in the city. We all wish to prioritize the safety of bicyclists and pedestrians and recognize the environmental benefits of biking. The city has continuously demonstrated a positive commitment to the environment with an emphasis on multimodal transportation. Widening these sidewalks and creating safety railings would serve as a perfect compliment to the improvements that the city has, and is currently working, to implement. These improvements will enhance safety, tourism and sustainability for the city of Idaho Falls and the entire region. We believe that projects such as these improve our community's overall quality of life and marketability as a destination for active recreation.

We urge you to fund this important effort to improve the conditions for bicycling and walking/running in the city of Idaho Falls. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Swanson", with a long horizontal flourish extending to the right.

Doug Swanson



Jan. 24, 2020

City of Idaho Falls  
Chris Fredericksen, P.E.  
Public Works Director  
P.O. Box 50220  
Idaho Falls, ID 83405

Subject: Letter of Support for Pancheri River Bridge sidewalk improvements

Dear Director Fredericksen,

I am writing in support of the Pancheri river bridge sidewalk improvements that will widen and protect the bike/ped access on the north side of the bridge. This has been a concern of our family for years. I will never forget the day, maybe fifteen years ago, that I headed across the bridge sidewalk on my bike with my young daughter behind me on a trail-a-bike. At the time, the only choices were to use this sidewalk, or ride in traffic. The sidewalk quickly became more frightening than I had imagined; it is very narrow and has little protection on the north with an inadequate rail riverside and complete lack of protection from traffic streetside. It was petrifying. One wrong move could have proven tragic. Additionally, if someone unaware enters the bridge from the other side, there is not enough room to pass on the sidewalk, requiring one party to drop into heavy high-speed car traffic on the bridge.

Once the wider pathway was built on the south, crossing the river became safer, but very inconvenient if the intent is to cross and continue west or north. Sure, after standing and waiting for the pedestrian crossing light, we can now cross the street to the south side, then cross the river on the wider path, then backtrack under to travel north or west again. If this is confusing to read, it is as confusing to travel. This zig-zagging and waiting for crossing lights is slow and inconvenient and shouldn't be necessary, especially with the number of crossings and the transportation and recreation uses at this area.

So we were very pleased to hear that the area, which we have called to the attention of planners a few times in the past, is being considered for needed safety improvements.

Thank you so much for continuing to better connect our bike/ped transportation routes throughout the city. We hear people commenting more all the time about how much safer and more convenient our community is becoming for pedestrians and cyclists.

Best regards,

Stephanie Rose  
150 11th Street  
Idaho Falls, ID 83404  
stephanierose@cableone.net





January 22, 2020

PJ Holm  
Idaho Falls Parks & Rec  
520 Memorial Drive  
Idaho Falls, ID 83402

Dear PJ,

On behalf of Ball Ventures, LLC and SRL Development, LLC, I write this letter to express support for the Pancheri Bridge Railing Project planned by the City of Idaho Falls. The City of Idaho Falls continues to make incredible strides to improve safety for the walking and riding public. Making the city more pedestrian friendly by widening trails and sidewalks is a worthy endeavor. Walkability improves the lives of residents by providing citizens a way to safely get to work, return home, and access area businesses and services. The requested grant will provide for better connectivity and safe access for residents and visitors.

SRL Development is the developer of the mixed-use development Snake River Landing. The northern entrance to Snake River Landing is located near Pancheri Bridge. Snake River Landing's design fosters pedestrian and bike activity, featuring public and private trails, parks and water features open for the community to enjoy. There are many businesses within Snake River Landing and the number of residents in the area continues to climb. It is encouraging to know the City of Idaho Falls' plans include continually improving the walkability of our community. We are confident this improved connectivity will benefit community members from surrounding neighborhoods, businesses and hotels. The proposed project will provide for safer crossing of Pancheri Bridge and safe enjoyment of the beautiful views of the Snake River and the many visitors drawn to our Idaho Falls Riverwalk trails and the many adjacent parks.

SRL Development, LLC is among many local businesses that appreciates the great effort and planning being made to increase the connectivity of Idaho Falls through the improvement of infrastructure, and are happy to lend our support to the Transportation Alternative Program grant application for the Pancheri Bridge Railing Project.

Regards,

Eric Isom  
Chief Development Officer



Jan. 24, 2020

City of Idaho Falls  
Attn: Chris Fredericksen, P.E.  
Public Works Director  
P.O. Box 50220  
Idaho Falls, ID 83405

Subject: Letter of Support for Pancheri Bridge Rail Project

Director Fredericksen:

I am writing in support of the Idaho Falls Pancheri pedestrian bridge replacement. I walk or cycle that section of sidewalk several times in a week year round.

The north side sidewalk of Pancheri Bridge is a dangerously narrow sidewalk. When walking a dog, I frequently have to step off the sidewalk into traffic when meeting an on-coming walker or cyclist. It is very dangerous. When cycling and I am able to cross the bridge more quickly, I still have to check if anyone is crossing the bridge because 2 bikes cannot pass one another side-by-side. It is an essentially one-way sidewalk on a major arterial across the river.

The new Idaho Falls Broadway bridge pedestrian sidewalk with its traffic barriers is an effective model for safer pedestrian/cycling. Since the replacement, I think pedestrian traffic across Broadway bridge has increased. It feels safer with the barriers. Please consider them when replacing Pancheri Bridge sidewalk.

Thank you,

A handwritten signature in blue ink that reads "Deborah Harrison". The signature is fluid and cursive, with the first name "Deborah" being more prominent than the last name "Harrison".

Deborah Harrison  
272 10th Street  
Idaho Falls, 83404  
[myotis@cableone.net](mailto:myotis@cableone.net)



January 24, 2020

City of Idaho Falls  
Attn: Chris Fredericksen, P.E.  
Public Works Director  
P.O. Box 50220  
Idaho Falls, ID 83405

Subject: Support for Pancheri Bridge Rail Project

Dear Director Fredericksen:

This letter is in support of proposed upgrades to the Snake River bridge on Pancheri Drive in Idaho Falls. This bridge carries heavy vehicle traffic, but has only a very narrow unprotected sidewalk along the north side. In fact, it is so narrow that it is nearly impossible for two pedestrians to pass each other, and one of them will have to step out into the road. The sidewalk along the south side is wider, but also unprotected. In the winter, snowplows plow snow from the roadway onto the sidewalks on both sides, making life even more difficult for pedestrians.

The Pancheri bridge is an important crossing, not only for motorists, but also for cyclists and pedestrians. The Candlewood Suites Hotel is at one end of the bridge, and Snake River Landing, with its many businesses and restaurants, at the other. And the bridge is also a key connection for walkers and bikers using the Idaho Falls Riverwalk pathway system.

The improvements needed on this bridge are the same as those already completed several years ago on the river bridge along Broadway near downtown Idaho Falls. The beautiful Broadway river bridge now serves as a model of a bridge that safely serves the needs of both motorists and non-motorists, alike.

The improvements proposed for the Pancheri Bridge are long overdue, and the need for wider sidewalks and protective barriers there have been discussed many times at the City's Traffic Safety Committee meetings.

I hope that funding can be secured to make this project a reality, and to bring the Pancheri bridge up to current standards. Please let me know if there is anything I can do to help.

Thank you,

A handwritten signature in cursive script, appearing to read "Jeffrey Forbes".

Jeffrey Forbes - Idaho Falls  
208-520-0272  
[Jeffreyforbes42@gmail.com](mailto:Jeffreyforbes42@gmail.com)



## EXHIBIT B

### 1050.20 Appendix A:

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

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

### 1050.20 Appendix E

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



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

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

### **Implementation Procedures**

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

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

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

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.



2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

#### **Discrimination Complaint Procedure**

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

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

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

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

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



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

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

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

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

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

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

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

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

### **Sanctions**

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

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

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



**File #:** 21-347

**City Council Meeting**

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Wednesday, December 1, 2021  
**DEPARTMENT:** Public Works

## Subject

State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Raised Curb Medians, Idaho Falls Project

## Council Action Desired

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

Approval of the State Local Agreement and Resolution with ITD for The Raised Curb Median, Idaho Falls project and authorization for Mayor and City Clerk to sign the documents or take other action deemed appropriate.

## Description, Background Information & Purpose

Attached for your consideration is a State Local Agreement for project development with ITD to construct raised curb medians on various roadways within Idaho Falls. The project is part of proposed safety improvements to help minimize left turning accidents. Curb median is proposed for installation on all approaches at the Sunnyside Road and Woodruff Avenue intersection, the east and west approaches of the 17th Street and Fife Avenue intersection, and lastly, the south approach of Hitt Road and E 25th Street intersection.

## Alignment with City & Department Planning Objectives



This agreement supports the community-oriented results of reliable public infrastructure and transportation by enhancing safety through prohibiting various left turning movements at several intersections within Idaho Falls.

## Interdepartmental Coordination



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

**Fiscal Impact**

The total cost of the project is anticipated to be \$391,000.00. This agreement requires city financial contribution toward the project with a match rate of 7.34% for an estimated total of \$28,699.40. Required match for this project will be provided through a combination of cash and in-kind services performed by city staff. An initial deposit of \$2,000.00 is required to begin project development.

**Legal Review**

The Agreement has been reviewed by the City Attorney.



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

**PROJECT NO. A022(886)  
RAISED CURB MEDIANS, IDAHO FALLS  
BONNEVILLE COUNTY  
KEY NO. 22886**

**PARTIES**

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

**PURPOSE**

The Sponsor has requested that the State include in its Idaho Transportation Investment Program Federal-Aid Project No. 20461, described as installation signal at the intersection of 5<sup>th</sup> & Holmes Signal. Project development is to be performed by Sponsor's staff Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

The Sponsor acknowledges that this Agreement covers a project wherein federal aid funds will be allocated, and Sponsor will comply with the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

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

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

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



The Parties agree as follows:

## **SECTION I. GENERAL**

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
  - a. **Project Development - \$53,000**
    - (PE-\$2,000, PL-\$12,000, PC-\$39,000)
  - b. **Right-of-Way - \$0**
  - c. **Utilities - \$0**
  - d. **Construction Engineering - \$79,000**
    - (CE-\$2,000, CL-\$12,000, CC-\$52,000 & Cont.-\$13,000)
  - e. **Construction - \$259,000**
  - f. **Total Estimated Project Costs - \$391,000**
3. The Sponsor's match for this project will be provided with cash and in-kind services up to the total of the match for the project. In-kind services are itemized in the attached Exhibit A (ITD-2394, Request for Approval of In-Kind Work by Local Sponsor on Federal-Aid Projects).
4. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:  
<https://apps.itd.idaho.gov/PayITD> .
5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Roadway Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site:  
<http://itd.idaho.gov/manuals/ManualsOnline.htm>.
6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans,



regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.

7. If the project is terminated by the Sponsor prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.
8. Sufficient Appropriation. It is understood and agreed that the State and the Sponsor are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate the State or the Sponsor beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State and the Sponsor reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

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

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



public hearing as necessary.

- e. Assign State personnel or assist in hiring a qualified relocation agent consultant to determine relocation entitlements and assistance which might be required by the project.
  - f. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport clearance.
  - g. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
  - h. Review the plans, estimates, reports and environmental studies, and issue notice of approval.
  - i. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
  - j. Print and assemble plans, special provisions, specifications and contracts.
  - k. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
- 2. Upon receipt of documentation from the Sponsor showing expenditure of funds for project development, review for eligibility. Any eligible expenses will be credited towards the Sponsor's match.
  - 3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
  - 4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated by the Sponsor prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering.



5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

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

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **TWO THOUSAND DOLLARS (\$2,000)**, estimated to be the total expense to the State referred to in Section I, Paragraph 2. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3. These funds will be credited towards the Sponsor's match on the project.
2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated by the Sponsor prior to completion.
3. With its own forces, provide for design of the project.
4. With the assistance of the State, hire a consultant for development services if needed.
5. Provide to the State documentation of the actual expenses related to the design of the project. The Sponsor will maintain complete records and submit an itemized statement of all manpower, materials, and out-of-pocket expenses, and accomplish all record-keeping in accordance with the following procedures:
  - a. Individual time sheets will be maintained reflecting the total hours spent on the project. It is imperative that the hours be traceable to the project.
  - b. Material - Costs of new material utilized on the project shall be supported by copies of invoices.
  - c. Out-of-pocket expenses - All expenses shall be supported by copies of receipts.
  - d. The record system will be such that all costs can be traceable from all billings through the Ledgers and the source document.



6. Advertise for and hold a formal public hearing if required in accordance with the Idaho Open Meetings Law.
7. Coordinate the relocation of utilities within the right-of-way of the project. Federal-aid utility relocations will be processed in accordance with the applicable provisions of 23 CFR and the Sponsor's utility policies and procedures.
8. Right of Way
  - a. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
  - b. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project unless the property value meets the requirements in Idaho Code Section 54-4105(5) and 49 CF 24,102.
  - c. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
  - d. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
  - e. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
  - f. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
  - g. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.



- h. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
  - i. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
- 9. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.
- 10. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
- 11. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all



questions concerning the project.

12. Comply with Attachment 1 attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
13. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
14. Comply with all other applicable State and Federal regulations.



**EXECUTION**

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

**IDAHO TRANSPORTATION DEPARTMENT**

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

**ATTEST:**

**CITY OF IDAHO FALLS**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

(SEAL)

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

cf: 22886 SLAPD



## RESOLUTION

**WHEREAS**, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, for construction of Raised Burb Medians; and

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

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

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

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

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

1. That the Agreement for Federal Aid Highway Project A022(886) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

## CERTIFICATION

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

\_\_\_\_\_, \_\_\_\_\_.

(Seal)

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



## ATTACHMENT 1

### 1050.20 Appendix A:

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

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

### 1050.20 Appendix E

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



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

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

### **Implementation Procedures**

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

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

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

The Sponsor shall:

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



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

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

#### **Discrimination Complaint Procedure**

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

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

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

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

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

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



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

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

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

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

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

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

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

### **Sanctions**

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

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

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





## Request for Approval of In-Kind Work By Local Sponsor on Federal-Aid Projects

ITD 2394 (Rev. 06-14)  
itd.idaho.gov

Key Number 22886	Project Number A022(886)	Project Name Raided Curb Medians
Local Agency Name City of Idaho Falls		<input checked="" type="checkbox"/> Engineer Services During Project Development <input checked="" type="checkbox"/> Construction Engineering and Inspection, Sampling, and Testing
Nature of Work to be Performed by Local Agency Design, Survey, and Construction Administration & Inspection Services		
Total Estimated Cost – <b>Note:</b> Costs for these services that exceed the match required on the project are not eligible for reimbursement Up to \$45,986.42 for services (see attached); however anticipated match credit is understood to be limited to 7.34% of project costs.		

List the employees who will be providing services. List employees' qualifications, certifications, and experience for the work to be performed. Attach additional pages if necessary.

Name	Qualifications and Certifications	Experience (If listing specific project experience, indicate if the project was federally funded)	Estimated Cost*
Chris Canfield, P.E.	PE License # 10551 & WAQTC # 20098	7 years at ITD, 8 years as a consultant and 8 years at the City administering Federal funded projects (design and construction). See attached	see attached Exhibits A & B
Kent Fugal, P.E.	PE license #9247 WAQTC # 22115	13 yrs with Cities & 20 years with consultant working on the design of Federal aid projects.	see attached Exhibits A & B
Kenny Roberts, PLS	PLS licence # 9755	Consultant surveyor for 9 years and then 20 years as City surveyor on federal aid projects. (see attached)	see attached Exhibits A & B
Gary Olson	WAQTC # 43665	Chief Inspector for City 9 years, 10 years inspection as consultant on federal aid projects. See attached	see attached Exhibits A & B
Robert Cox	WAQTC # 20018	See attached sheets	see attached Exhibits A & B
See attached sheets for additional personnel.	See attached sheets for additional personnel.	See attached sheets for additional personnel.	see attached Exhibits A & B

\*Provide separate page with details – see the attached exhibits for examples and for documentation requirements upon completion of work

Reviewed By - Project Manager's Printed Name Chris Canfield, P.E.	Project Manager's Signature 	Date 10/15/21
In-Kind Work Approved** <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Approval Authority Engineer's Printed Name <b>John P. Bilderback, P.E.</b>	Engineer's Signature  Digitally signed by John P. Bilderback, P.E. Date: 2021.10.29 17:04:05 -06'00'

\*\*Approval Authority:  
Local Projects Administered by LHTAC – Contract Services Engineer  
Local Projects Administered by the District – District Engineer



<b>Professional Registration</b> ID PE #10551	Chris has served the City in the capacity of Project Engineer since 2013
<b>Key Responsibilities</b> <ul style="list-style-type: none"> <li>• Quality Control /Quality Assurance</li> <li>• Technical Reviews and Construction Support</li> </ul> <b>Work Location</b> <ul style="list-style-type: none"> <li>• Idaho Falls, ID</li> </ul>	His responsibilities include coordinating inspections, sampling and testing, maintaining and tracking test reports/SWPP inspections; coordinating independent assurance inspections; monitoring contractor performance and quality control compliance; performing plan reviews; mitigating project issues; and handling contract admin tasks.
<b>Employment History</b> <ul style="list-style-type: none"> <li>• Assistant Public Works Director; City of Idaho Falls May 2013- Present.</li> <li>• Project Engineer JUB Engineers May 2005 – May 2013</li> <li>• EIT/Project Engineer/Traffic Engineer; Idaho Transportation Department 1998-May 2005</li> </ul>	Chris worked on the following Federal Aid Projects while at the City. <ul style="list-style-type: none"> <li>✓ 11247 Garfield St. Canal Bridge, Idaho Falls</li> <li>✓ 11155 John Adams Parkway Bridge</li> <li>✓ 14052 1<sup>st</sup> &amp; Holmes Traffic Signal Improvements</li> <li>✓ 11686 Pancheri Rad Widening</li> <li>✓ 13585 17<sup>th</sup> St Woodruff to Holmes</li> <li>✓ 13586 Idaho Falls Microsurfacing</li> <li>✓ 14024 17<sup>th</sup> &amp; Woodruff Intersection Improvements</li> <li>✓ 14049 ADA Sidewalk Improvements Stage 2</li> <li>✓ 18811 South Blvd RRFB's</li> <li>✓ 18995 12<sup>th</sup> St Bridge Replacement</li> <li>✓ 19048 Lomax &amp; F St Flashing Stop Signs</li> <li>✓ 19135 West Snake River Greenbelt Path</li> <li>✓ 19647 FY 2017 ADA Ramps</li> <li>✓ 19694 Holmes &amp; Elva Traffic Signal Improvements</li> <li>✓ 20056 N Blvd UPRR Crossing</li> <li>✓ 20067 Signal Head Visibility Improvements</li> <li>✓ 20086 17<sup>th</sup> St Curb Medians</li> <li>✓ 20132 East Anderson RR Crossing Improvements</li> <li>✓ 20304 Elva to Holmes to North Tourist Park Path</li> <li>✓ 20473 Lindsay Blvd Curves Superlevation</li> <li>✓ 20499 Thermoplastic &amp; ADA Improvements</li> <li>✓ 20835 Elva St Sidewalk Improvements, Holmes to Wabash</li> <li>✓ 22006 Path Connection Plan (Short &amp; Capital)</li> <li>✓ 22069 Idaho Canal Trail Phase 1</li> <li>✓ 22074 Idaho Canal Trail Phase 2</li> <li>✓ 22416 17<sup>th</sup> St, 1<sup>st</sup> St, &amp; Lincoln Road Crosswalks</li> <li>✓ 22431 Highbie Bridge Replacement</li> <li>✓ 22442 FY 22 D6 Pedestrian Improvements</li> </ul>
<b>Assistant Public Works Director</b> <b>Chris Canfield, P.E.</b>	
<b>Certifications</b> ITD IOP's: #20098 <ul style="list-style-type: none"> <li>• C &amp; S (2001)</li> <li>• CA (2003)</li> <li>• E &amp; B(2002)</li> <li>• E Wetlands (2005)</li> <li>• TCI (2002)</li> <li>• ST &amp; PP (2002)</li> </ul>	



Project Descriptions	Construction Time Date	Services					Client
		Testing	QC/QA	Inspection	Weekly SWPPP Inspection	Records Inspection	
35th Street Pedestrian Bridge	July 2010 - April 2011	•	•	•	•	•	ITD D-3 Region 1
3700 N. 2000 E. to 2050 E., Flier	Sept 2010 - Oct 2010	•	•	•	•	•	UHTAC/ City of Flier
Black Creek Rest Area	2007	•	•	•	•	•	UHTAC/ City of Flier
Canyon Creek Bridge, N of Main Home	Nov 2010 - April 2011	•	•	•	•	•	ITD D-3 Region 1
Cooling Road Overlay	Sept 2010 - Oct 2010	•	•	•	•	•	UHTAC
Eckert to Amity Bike Path Extension	Nov 2005-Jun 2007	•	•	•	•	•	Ada County
FEHA Silver City Road Reconstruction	2006	•	•	•	•	•	Owyhee County
Franklin & 21st Avenue Intersection Stages 1 thru 3	2008-2010	•	•	•	•	•	ITD D-3 Res 3, Caldwell
FY 10 ACHD Overlays	June 2010 - Nov 2010	•	•	•	•	•	ITDACHD
1-84, Black Cat and Robinson Bridges Reconstruction	2008-2009	•	•	•	•	•	ITD D-3 Res 3
1-84, Eagle Exit Ramps	Mar-Nov 2007	•	•	•	•	•	ITD D-3 Res 1
1-84, Garity Interchange to Ten Mile Overpass Median Reconstruction	2008-2009	•	•	•	•	•	ITD D-3 Res 3
1-84, Garity to Ten Mile Reconstruction	2008-2009	•	•	•	•	•	ITD D-3 Res 3
1-84, Meridian to Garity Mill and Widening	2007-2008	•	•	•	•	•	ITD D-3 Res 3
1-84, MP 17.6 to Caldwell	2007	•	•	•	•	•	ITD D-3 Res 2
1-84, Ten Mile Creek Drain Widening	Jan-Apr 2008	•	•	•	•	•	ITD D-3 Res 3
1-84, Ten Mile to Meridian Reconstruction	2008-2009	•	•	•	•	•	ITD D-3 Res 4
1-90, Washington State Line to Sherman Ave, Kootenai Co.	2007-2008	•	•	•	•	•	ITD D-1
Indian Creek, 11th Avenue and 21st Avenue Bridges	Apr 2008-2009	•	•	•	•	•	ITD D-3 Res 3, Caldwell
Kings Corner Railroad Overpass	2005-2006	•	•	•	•	•	City of Nampa
Main St., Boise Ave. to Washington, Emmet	April 2010 - August 2011	•	•	•	•	•	ITD D-3 UHTAC/Emmet
O'Gara Road Overlay	September 2010	•	•	•	•	•	UHTAC
Pioneer Corridor Ped/Bike Improvement, Boise	Aug 2010 - April 2011	•	•	•	•	•	ITD D-3 Res 1/Boise CDC
SH-21 Warm Springs to Diversion Dam and Federal Way to 1-84	Jul-Sep 2009	•	•	•	•	•	ITD D-3 Res 1
SH-55 Main Street, Donnelly	2009	•	•	•	•	•	ITD D-3 Res 4
SH-55, Children Boulevard to State Street and Junction SH-55N to Glenwood	Jun-Aug 2009	•	•	•	•	•	ITD D-3 Res 2
SH-55, Marsing to Sunnyslope CV.	2007	•	•	•	•	•	ITD D-3 Res 2
STC 2714; Center St., Main to Ash St., Kimberly	May 2010 - Oct 2010	•	•	•	•	•	ITD D-4 UHTAC/Kimberly
STC 7803, N Middleton Rd; Jct SH-44 to Mill Slough & STC 7807, Int. Cemetery	Aug 2010 - Dec 2010	•	•	•	•	•	ITD D-3 Res 2
Strike Dam Cutoff Rd, Phases I & III	March 2010 - Sept 2010	•	•	•	•	•	ITD D-3 Res 3/Middletown
1-84, Ten Mile I.C.	Sept 2009 - July 2011	•	•	•	•	•	ITD D-3 Res 4
U.S. 20, Broadway Avenue, Rossi Street to Ridgely Canal	Aug-Sep 2007	•	•	•	•	•	ITD D-3 Res 1
U.S. 20, Cal Creek Summit	2007	•	•	•	•	•	ITD D-3 Res 2
U.S. 20, Cloverdale Road to Hewlett-Packard Main Entrance	Mar-Oct 2007	•	•	•	•	•	ITD D-3 Res 1
Meridian WMP Fillers Building	June 2011 - Dec 2011	•	•	•	•	•	City of Meridian
Meridian WMP Secondary Clarifiers Retrofit	July 2011 - Present	•	•	•	•	•	City of Meridian
Meridian WMP Grit Classifier	August 2011 - Dec 2011	•	•	•	•	•	City of Meridian
Buhl WMP	2010-2011	•	•	•	•	•	City of Buhl
Flier WMP	2010-2011	•	•	•	•	•	City of Flier
Garity St Bridge, Idaho Falls	Nov 2011 - Present	•	•	•	•	•	City of Idaho Falls / UHTAC
Platons St. Bridge	June 2010 - October 2011	•	•	•	•	•	ITD D-2 UHTAC/Cul De Sac



<p><b>City Engineer</b> <b>Kent J. Fugal, P.E., PTOE</b></p>	<div> <div> <p><b>Key Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Project Design</li> <li>• Coordination and Review of Consultant Design Work</li> <li>• Technical Reviews and Construction Support</li> </ul> <p><b>Work Location</b></p> <ul style="list-style-type: none"> <li>• Idaho Falls, ID</li> </ul> <p><b>Employment History</b></p> <ul style="list-style-type: none"> <li>• Engineering Division, City Engineer 2011 to present.</li> </ul> <p><b>Certifications</b></p> <ul style="list-style-type: none"> <li>• Professional Engineer</li> <li>• Professional Traffic Operations Engineer (PTOE)</li> </ul> </div> <div> <p>Kent has served the City in the capacity of City Engineer since 2011</p> <p>His responsibilities include project design (engineer in responsible charge for in-house designs and review and coordination of consultant designs; performing submittal reviews; assisting inspection team with mitigating project issues; and general oversight of all Engineering Division staff and activities.</p> <p>Kent worked on the following Federal Aid Projects while at the City.</p> <table> <tr><td>✓</td><td>11247 Garfield St. Canal Bridge, Idaho Falls</td></tr> <tr><td>✓</td><td>11155 John Adams Parkway Bridge</td></tr> <tr><td>✓</td><td>14052 1<sup>st</sup> &amp; Holmes Traffic Signal Improvements</td></tr> <tr><td>✓</td><td>11686 Pancheri Road Widening</td></tr> <tr><td>✓</td><td>13585 17<sup>th</sup> St Woodruff to Holmes</td></tr> <tr><td>✓</td><td>13586 Idaho Falls Microsurfacing</td></tr> <tr><td>✓</td><td>14024 17<sup>th</sup> &amp; Woodruff Intersection Improvements</td></tr> <tr><td>✓</td><td>14049 ADA Sidewalk Improvements Stage 2</td></tr> <tr><td>✓</td><td>18811 South Blvd RRFB's</td></tr> <tr><td>✓</td><td>18995 12<sup>th</sup> St Bridge Replacement</td></tr> <tr><td>✓</td><td>19048 Lomax &amp; F St Flashing Stop Signs</td></tr> <tr><td>✓</td><td>19135 West Snake River Greenbelt Path</td></tr> <tr><td>✓</td><td>19647 FY 2017 ADA Ramps</td></tr> <tr><td>✓</td><td>19694 Holmes &amp; Elva Traffic Signal Improvements</td></tr> <tr><td>✓</td><td>20056 N Blvd UPRR Crossing</td></tr> <tr><td>✓</td><td>20067 Signal Head Visibility Improvements</td></tr> <tr><td>✓</td><td>20086 17<sup>th</sup> St Curb Medians</td></tr> <tr><td>✓</td><td>20132 East Anderson RR Crossing Improvements</td></tr> <tr><td>✓</td><td>20304 Elva to Holmes to North Tourist Park Path</td></tr> <tr><td>✓</td><td>20473 Lindsay Blvd Curves Superelevation</td></tr> <tr><td>✓</td><td>20499 Thermoplastic &amp; ADA Improvements</td></tr> <tr><td>✓</td><td>20835 Elva St Sidewalk Improvements, Holmes to Wabash</td></tr> <tr><td>✓</td><td>22006 Path Connection Plan (Short &amp; Capital)</td></tr> <tr><td>✓</td><td>22069 Idaho Canal Trail Phase 1</td></tr> <tr><td>✓</td><td>22074 Idaho Canal Trail Phase 2</td></tr> <tr><td>✓</td><td>22416 17<sup>th</sup> St, 1<sup>st</sup> St, &amp; Lincoln Road Crosswalks</td></tr> <tr><td>✓</td><td>22431 Higbee Bridge Replacement</td></tr> <tr><td>✓</td><td>22442 FY 22 D6 Pedestrian Improvements</td></tr> </table> </div> </div>	✓	11247 Garfield St. Canal Bridge, Idaho Falls	✓	11155 John Adams Parkway Bridge	✓	14052 1 <sup>st</sup> & Holmes Traffic Signal Improvements	✓	11686 Pancheri Road Widening	✓	13585 17 <sup>th</sup> St Woodruff to Holmes	✓	13586 Idaho Falls Microsurfacing	✓	14024 17 <sup>th</sup> & Woodruff Intersection Improvements	✓	14049 ADA Sidewalk Improvements Stage 2	✓	18811 South Blvd RRFB's	✓	18995 12 <sup>th</sup> St Bridge Replacement	✓	19048 Lomax & F St Flashing Stop Signs	✓	19135 West Snake River Greenbelt Path	✓	19647 FY 2017 ADA Ramps	✓	19694 Holmes & Elva Traffic Signal Improvements	✓	20056 N Blvd UPRR Crossing	✓	20067 Signal Head Visibility Improvements	✓	20086 17 <sup>th</sup> St Curb Medians	✓	20132 East Anderson RR Crossing Improvements	✓	20304 Elva to Holmes to North Tourist Park Path	✓	20473 Lindsay Blvd Curves Superelevation	✓	20499 Thermoplastic & ADA Improvements	✓	20835 Elva St Sidewalk Improvements, Holmes to Wabash	✓	22006 Path Connection Plan (Short & Capital)	✓	22069 Idaho Canal Trail Phase 1	✓	22074 Idaho Canal Trail Phase 2	✓	22416 17 <sup>th</sup> St, 1 <sup>st</sup> St, & Lincoln Road Crosswalks	✓	22431 Higbee Bridge Replacement	✓	22442 FY 22 D6 Pedestrian Improvements
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✓	18995 12 <sup>th</sup> St Bridge Replacement																																																								
✓	19048 Lomax & F St Flashing Stop Signs																																																								
✓	19135 West Snake River Greenbelt Path																																																								
✓	19647 FY 2017 ADA Ramps																																																								
✓	19694 Holmes & Elva Traffic Signal Improvements																																																								
✓	20056 N Blvd UPRR Crossing																																																								
✓	20067 Signal Head Visibility Improvements																																																								
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✓	22006 Path Connection Plan (Short & Capital)																																																								
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✓	22416 17 <sup>th</sup> St, 1 <sup>st</sup> St, & Lincoln Road Crosswalks																																																								
✓	22431 Higbee Bridge Replacement																																																								
✓	22442 FY 22 D6 Pedestrian Improvements																																																								



<p><b>Key Responsibilities</b></p> <ul style="list-style-type: none"><li>• Design Supervision</li><li>• Project Drafting and Design</li></ul> <p><b>Work Location</b></p> <ul style="list-style-type: none"><li>• Idaho Falls, ID</li><li>• Rexburg, ID</li></ul> <p><b>Employment History</b></p> <ul style="list-style-type: none"><li>• City of Idaho Falls Design Technician Supervisor 2021 to present.</li><li>• City of Rexburg Engineering Technician 2019 to 2021.</li></ul>	<p>Eric has served the City of Idaho Falls in the capacity of Design Technician Supervisor since 2021.</p> <p>His responsibilities include both participating in and overseeing the design process and team, reviewing city projects for code compliance, coordinating interdisciplinary communication, and mitigating project issues.</p> <p>Eric has worked on the following Federal Aid Projects:</p> <ul style="list-style-type: none"><li>✓ 22005 17<sup>th</sup> St &amp; Rollandet Ave and Yellowstone &amp; 19<sup>th</sup> St Intersection Improvements (City of Idaho Falls)</li><li>✓ 22071 Barney Dairy to North Hill Road Path (City of Rexburg)</li><li>✓ SRF DW1502 Grant through DEQ 2018 Water Projects (City of Rexburg)</li><li>✓ 22095 2020 ADA Ramps (City of Rexburg)</li><li>✓ 22451 2021 ADA Ramps (City of Rexburg)</li><li>✓ 22976 2022 ADA Ramps (City of Rexburg)</li><li>✓ CDBG Barney Dairy Lift Station (City of Rexburg)</li><li>✓ CDBG Nature Park Restroom (City of Rexburg)</li><li>✓ CDBG Nature Park Parking Lot (City of Rexburg)</li></ul>
<p><b>Eric Parker</b></p>	



<b>Brian Cunningham</b>	<p><b>Key Responsibilities</b></p> <ul style="list-style-type: none"><li>• Quality Control /Quality Assurance</li><li>• Technical Reviews and Construction Support</li></ul> <p><b>Work Location</b></p> <ul style="list-style-type: none"><li>• Idaho Falls, ID</li></ul> <p><b>Employment History</b></p> <ul style="list-style-type: none"><li>• Engineering Group Staff Engineer 2017 to present.</li></ul>	<p>Brain has served the City in the capacity of Staff Engineer since 2017</p> <p>His responsibilities include performing plan reviews for Subdivision and Site plans, inspection on subdivision development, site development oversite, project specific Development Agreements, monitoring contractor performance and quality control compliance, and mitigating project issues.</p> <p>Brian worked on the following Federal Aid Projects while at the City.</p> <ul style="list-style-type: none"><li>✓ 14049 ADA Sidewalk Improvements Stage 2</li><li>✓ 18995 12<sup>th</sup> St Bridge Replacement</li><li>✓ 22069 Idaho Canal Trail Phase 1</li><li>✓ 22074 Idaho Canal Trail Phase 2</li></ul>



<p><b>Survey Crew Chief</b> <b>Forrest Ward</b></p>	<p><b>Key Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Directs Project Layout Operations</li> <li>• Directs Technical Procedures for Survey Projects</li> </ul> <p><b>Work Location</b></p> <ul style="list-style-type: none"> <li>• Idaho Falls, ID</li> </ul> <p><b>Employment History</b></p> <ul style="list-style-type: none"> <li>• Engineering Group Survey Crew Chief 2018 to present.</li> </ul> <p><b>Certifications</b></p> <ul style="list-style-type: none"> <li>• ITD IQP's</li> <li>• ITDS WAQTC's</li> </ul>
	<p>Forrest has served the City in the capacity of Survey Crew Chief since November 2018.</p> <p>His responsibilities include coordinating field survey projects, direct project layout operations, ensures quality of work and timeliness of completion, organizes survey crew, designates field assignments, operates survey equipment, and monitors survey activity for quality control.</p> <p>Forrest worked on the following Federal Aid Projects while at the City.</p> <ul style="list-style-type: none"> <li>✓ 14052 1<sup>st</sup> &amp; Holmes Traffic Signal Improvements</li> <li>✓ 13585 17<sup>th</sup> St Woodruff to Holmes</li> <li>14024 17<sup>th</sup> &amp; Woodruff Intersection Improvements</li> <li>✓ 14049 ADA Sidewalk Improvements Stage 2</li> <li>✓ 18811 South Blvd RRFB's</li> <li>✓ 18995 12<sup>th</sup> St Bridge Replacement</li> <li>✓ 19048 Lomax &amp; F St Flashing Stop Signs</li> <li>✓ 19647 FY 2017 ADA Ramps</li> <li>✓ 19694 Holmes &amp; Elva Traffic Signal Improvements</li> <li>✓ 20056 N Blvd UPRR Crossing</li> <li>✓ 20067 Signal Head Visibility Improvements</li> <li>✓ 20086 17<sup>th</sup> St Curb Medians</li> <li>✓ 20132 East Anderson RR Crossing Improvements</li> <li>✓ 20304 Elva to Holmes to North Tourist Park Path</li> <li>✓ 20473 Lindsay Blvd Curves Superelevation</li> <li>✓ 20499 Thermoplastic &amp; ADA Improvements</li> <li>✓ 20835 Elva St Sidewalk Improvements, Holmes to Wabash</li> <li>✓ 22006 Path Connection Plan (Short &amp; Capital)</li> <li>✓ 22069 Idaho Canal Trail Phase 1</li> <li>✓ 22074 Idaho Canal Trail Phase 2</li> <li>✓ 22416 17<sup>th</sup> St, 1<sup>st</sup> St, &amp; Lincoln Road Crosswalks</li> <li>✓ 22431 Higbee Bridge Replacement</li> <li>✓ 22442 FY 22 D6 Pedestrian Improvements</li> </ul>



Mr. Gary Olson joined the City of Idaho Falls in 2013 as the City Chief Inspector on City and local federal aid projects. He has over 10 years of experience in Inspection support on Federal aid projects as a Consultant prior to his tie with the City of Idaho Falls.

### Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 12473 17<sup>th</sup> St. Holmes to the Snake River Bridge (2013)
- 11155 John Adams Parkway Bridge over the Idaho Canal (2013)
- 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

### Professional Certifications

- WAQTC# 43665

**Gary Olson** (Qualification Number: 43,665)

### ITD Inspector Qualifications

- C. & S. (Original Qualification: Nov 2013 Expires: Nov 2018)
- C.A. (Original Qualification: Oct 2013 Expires: Oct 2018)
- E. & B. (Original Qualification: Oct 2013 Expires: Oct 2018)
- S.T. & P.P. (Original Qualification: Nov 2013 Expires: Nov 2018)
- TCl (Original Qualification: Oct 2013 Expires: Oct 2018)

### WAQTC Sampler/Tester Qualifications

- ACI-CFT (Original Qualification: Sep 2010 Expires: Sep 2015)
- AgTT (Original Qualification: Feb 2009 Expires: Mar 2019)
- AsTT (Original Qualification: Feb 2011 Expires: Feb 2016)
- AsTT II (Original Qualification: Feb 2011 Expires: Feb 2016)
- CLTT (Original Qualification: Jan 2012 Expires: Jan 2017)
- DTT (Original Qualification: Apr 2012 Expires: Apr 2017)
- EBTT (Original Qualification: Mar 2012 Expires: Mar 2017)



## Michael Carlile

Mr. Michael A. Carlile joined the City of Idaho Falls in 2008 and aids in the design and inspection of City local federal aid projects. He works as a Design Tech in GIS & Inspector with the City.

### Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

### Education

BS in Geography from Utah State University, with a Minor in Geographic Information Science

### Professional Certifications

- WAQTC # 23205

### Michael Carlile (Qualification Number: 23,205)

#### ITD Inspector Qualifications

C. & S. (Original Qualification: Nov 2013 Expires: Nov 2018)

C.A. (Original Qualification: Nov 2013 Expires: Nov 2018)

TCI (Original Qualification: Nov 2013 Expires: Nov 2018)

#### WAQTC Sampler/Tester Qualifications

ACI-CFT (Original Qualification: Oct 2013 Expires: Oct 2018)

AgTT (Original Qualification: Apr 2014 Expires: Apr 2019)



<p><b>Office Assistant</b> <b>Tami Nichols</b></p>	<div> <div> <ul style="list-style-type: none"> <li>• <b>Key Responsibilities</b></li> <li>• Document Controls</li> <li>• Certified Payroll Auditor</li> </ul> <p><b>Work Location</b></p> <ul style="list-style-type: none"> <li>• Idaho Falls, ID</li> </ul> <p><b>Employment History</b></p> <ul style="list-style-type: none"> <li>• City of Idaho Falls Public Works/Engineering Group, Office Assistant to present.</li> </ul> <p><b>Certifications</b></p> <ul style="list-style-type: none"> <li>• Forklift Safety &amp; Certification</li> <li>• Lifting &amp; Ergonomics</li> <li>• Fire Safety</li> <li>• Fall Protection</li> <li>• OSHA</li> <li>• HazWoper 40 hr.</li> <li>• GERT</li> <li>• Confined Spaces</li> <li>• Adult &amp; Infant CPR and Workplace First Aid</li> </ul> </div> <div> <p>Tami has served the City in the capacity of Office Assistant since 2013</p> <p>Her responsibilities include assisting in the preparation of project cost estimates; formatting technical specifications for various Public Works projects. She prepares a variety of documents required for project bidding and contracts; prepares correspondence and documents for division as requested. Tami works with Public Works contractors on right of way licensing and permits. She is responsible for document controls on Federal Aid projects and audits Certified Payrolls ensuring that Davis Bacon wages and Fringe are paid.</p> <p>Tami worked on the following Federal Aid Projects while at the City.</p> <ul style="list-style-type: none"> <li>✓ 11247 Garfield St. Canal Bridge, Idaho Falls</li> <li>✓ 11155 John Adams Parkway Bridge</li> <li>✓ 11686 Pancheri Road Widening</li> <li>✓ 12472 Pancheri Bridge Over East Lateral Canal</li> <li>✓ 13132 Grandview Dr Reconstruct Skyline to Saturn</li> <li>✓ 13133 ADA Pedestrian ramps &amp; Concrete Improvements</li> <li>✓ 13585 17<sup>th</sup> St Woodruff to Holmes</li> <li>✓ 13586 Idaho Falls Micro-Surfacing</li> <li>✓ 14024 17<sup>th</sup> &amp; Woodruff Intersection Improvements</li> <li>✓ 14049 ADA Sidewalk Improvements Stage 2</li> <li>✓ 14051 ADA Improvements Northgate Mile &amp; Holmes I</li> <li>✓ 14052 1<sup>st</sup> &amp; Holmes Traffic Signal Improvements</li> <li>✓ 14352 ADA Improvements Residential SR25</li> <li>✓ 18735 9<sup>th</sup> St &amp; SW Bonneville Dr Corner Reconstruction</li> <li>✓ 18811 South Blvd RRFB's</li> <li>✓ 18931 ADA Improvements Northgate Mile &amp; Holmes II</li> <li>✓ 18951 Grandview Dr &amp; Bellin Rd Street Improvements</li> <li>✓ 18995 12<sup>th</sup> St Bridge Replacement</li> <li>✓ 19048 Lomax &amp; F St Flashing Stop Signs</li> <li>✓ 19135 West Snake River Greenbelt Path</li> <li>✓ 19647 FY 2017 ADA Ramps</li> <li>✓ 19694 Holmes &amp; Elva Traffic Signal Improvements</li> <li>✓ 20056 N Blvd UPRR Crossing</li> <li>✓ 20067 Signal Head Visibility Improvements</li> <li>✓ 20086 17<sup>th</sup> St Curb Medians</li> <li>✓ 20132 East Anderson RR Crossing Improvements</li> <li>✓ 20304 Elva to Holmes to North Tourist Park Path</li> </ul> </div> </div>
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		<ul style="list-style-type: none"> <li>✓ 20473 Lindsay Blvd Curves Superelevation</li> <li>✓ 20499 Thermoplastic &amp; ADA Improvements</li> <li>✓ 20835 Elva St Sidewalk Improvements, Holmes to Wabash</li> <li>✓ 22006 Path Connection Plan (Short &amp; Capital)</li> <li>✓ 22069 Idaho Canal Trail Phase 1</li> <li>✓ 22074 Idaho Canal Trail Phase 2</li> <li>✓ 22416 17<sup>th</sup> St, 1<sup>st</sup> St, &amp; Lincoln Road Crosswalks</li> <li>✓ 22431 Higbee Bridge Replacement</li> <li>✓ 22442 FY 22 D6 Pedestrian Improvements</li> </ul>
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**Office Assistant**  
**Tami Nichols**



<p><b>Key Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Quality Control /Quality Assurance</li> <li>• Technical Reviews and Construction Support</li> </ul> <p><b>Work Location</b></p> <ul style="list-style-type: none"> <li>• Idaho Falls, ID</li> </ul> <p><b>Employment History</b></p> <ul style="list-style-type: none"> <li>• ITD Construction Inspector 1993-2000.</li> <li>• City of Idaho Falls Construction Inspector 2000 to present.</li> </ul> <p><b>Certifications</b></p> <ul style="list-style-type: none"> <li>• ITD IQP's</li> <li>• ITDS WAQTC's</li> </ul>	<p>Robert has served the City in the capacity of Construction Observer since 2000</p> <p>His responsibilities include coordinating inspections, sampling and testing, maintaining and tracking test reports/SWPP inspections; coordinating independent assurance inspections; monitoring contractor performance and quality control compliance; performing plan reviews; mitigating project issues; and handling contract admin tasks.</p> <p>Robert worked on the following Federal Aid Projects while at the City.</p> <ul style="list-style-type: none"> <li>✓ 11686 Pancheri Road Widening</li> <li>✓ 13585 17<sup>th</sup> St Woodruff to Holmes</li> <li>✓ 13586 Idaho Falls Microsurfacing</li> <li>✓ 14024 17<sup>th</sup> &amp; Woodruff Intersection Improvements</li> <li>✓ 14049 ADA Sidewalk Improvements Stage 2</li> <li>✓ 18811 South Blvd RRFB's</li> <li>✓ 18995 12<sup>th</sup> St Bridge Replacement</li> <li>✓ 19135 West Snake River Greenbelt Path</li> <li>✓ 19694 Holmes &amp; Elva Traffic Signal Improvements</li> <li>✓ 20067 Signal Head Visibility Improvements</li> <li>✓ 20304 Elva to Holmes to North Tourist Park Path</li> <li>✓ 20473 Lindsay Blvd Curves Superleevation</li> <li>✓ 20499 Thermoplastic &amp; ADA Improvements</li> <li>✓ 22006 Path Connection Plan (Short &amp; Capital)</li> <li>✓ 22069 Idaho Canal Trail Phase 1</li> <li>✓ 22074 Idaho Canal Trail Phase 2</li> </ul>
<p><b>Right-of-way Agent/Construction Inspector</b> <b>Robert Cox</b></p>	



## Kenneth Baldwin Roberts, PLS

### Professional Registrations

Idaho Licensed Land Surveyor  
PLS 9755

### Education

AAS Civil Engineering Tech

### Work History

- 2001-Current City of Idaho Falls
- 2000-2001 A&E Engineering
- 1998-2000 Snake River Land Surveying-Rocky Mountain Engineering
- 1996-1998 Gordon Sorensen Engineering
- 1993-1996 JUB Engineering
- 1992 USFS Caribou National Forest Survey

Mr. Kenneth Roberts joined the City of Idaho Falls in 2001 and aids in the design and Construction of City local federal aid projects. He works as the City Surveyor within the City. Prior to that he worked as a consultant for 9 years from 1992 to 2001 as a Survey Crew Chief. His prior experience includes Surveying and Mapping, Property Boundary, Road and Bridge Staking, Industrial Surveying, and Disaster Road Reconstruction.

### Relevant Federal Aid Projects Supported with Idaho Falls:

- 14052 - 1st St & Holmes Av Traffic Signal Reconstruction (Current)
- 13585 - 17th Street Rehabilitation Holmes Ave to Austin Ave
- 13132 Grandview Drive Reconstruction Skyline Dr. to Saturn Ave.
- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 12473 - 17th Street Rehabilitation Pancheri Bridge to Holmes Ave
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)2001-Current
- 09616 Old Butte Rd. at US 20
- 7979 Sunnyside Road Construction 2007
- 7708 Hitt Road and Sunnyside Construction 2005
- Greenbelt Path - Pancheri Dr. to So. Tourist Park
- University Place Pathway - Freeman Park to UPRR Bridge

### Relevant Federal Aid Projects Prior to the City of Idaho Falls:

- Interstate 15 from Exit 69 to Exit 71 widening. (1999+/-)
- Interstate 84 at Milepost 124 (1993+/-)



<p><b>Construction Observer</b> <b>Neal Cunningham</b></p>	<p><b>Key Responsibilities</b></p> <ul style="list-style-type: none"><li>• Quality Control /Quality Assurance</li><li>• Technical Reviews and Construction Support</li></ul> <p><b>Work Location</b></p> <ul style="list-style-type: none"><li>• Idaho Falls, ID</li></ul> <p><b>Employment History</b></p> <ul style="list-style-type: none"><li>• Engineering Group Construction Observer 2015 to present.</li></ul> <p><b>Certifications</b></p> <ul style="list-style-type: none"><li>• ACI Concrete Field Tech. Grade 1 (6.07)</li><li>• Contractor Administration (2.22)</li><li>• Traffic Construction Inspection (2.53)</li></ul>	<p>Neal has served the City in the capacity of Construction Observer since 2015</p> <p>His responsibilities include coordinating inspections, sampling and testing, monitoring contractor performance and quality control compliance; performing plan reviews; mitigating project issues; and handling contract admin tasks.</p> <p>✓ Neal worked on the following Federal Aid Projects while at the City.</p>



## Brandon Mecham

### Education

High School Grad/Some Tech College

### Work History

- 2013-Current City of Idaho Falls Survey Tech
- 2008-2013 INL/Sub Contracted Surveyor
- 2005-2008 Schiess and Associates

Mr. Brandon Mecham joined the City of Idaho Falls in March 2013 and aids in the design and Construction of City local federal aid projects. He works as a Survey Tech with the City. Prior to that he worked as a construction surveyor for 8 years from 2005 to 2013.

### Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

### Relevant Federal Aid Projects Prior to the City of Idaho Falls:

- INL Waste Treatment Plant. Instrument Man
- INL, 10 mile Road to connect MFC to INTEC. Crew Chief



**Education**

BA – Design - California State University, Sacramento.

Cristy Wilkins joined the City of Idaho Falls in 2015 and aids in the design and Construction of City local federal aid projects. She works as a Designer with the City.

**Relevant experience prior to Idaho Falls:**

- 22 years ACAD drafting.
- 10 years Administrative paperwork for city, county, and federal aid projects.

**Relevant Federal Aid Projects Supported with Idaho Falls:**

- 13585 17<sup>th</sup> St Woodruff to Holmes
- 14024 17<sup>th</sup> & Woodruff Intersection Improvements
- 14049 ADA Sidewalk Improvements Stage 2
- 18811 South Blvd RRFB's
- 20132 East Anderson RR Crossing Improvements
- 20499 Thermoplastic & ADA Improvements
- 22069 Idaho Canal Trail Phase 1
- 22074 Idaho Canal Trail Phase 2
- 22416 17<sup>th</sup> St, 1<sup>st</sup> St, & Lincoln Road Crosswalks



Exhibit A

LABOR DAY ESTIMATE SUMMARY

SUMMARY	Total L-Hours	Proj Manager L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1 City-Labor Hours	326.00	49.00	176.00	76.00	9.00	16.00

SALARY COSTS

A. Summary of Man-Day Costs

		Fully Loaded Hourly Rate	
1 Project Manager	49.00	\$54.74	/hour = \$ 5,659.05
2 Designer	176.00	\$34.56	/hour = \$ 12,835.44
3 Tech	76.00	\$28.18	/hour = \$ 4,518.14
4 Office Manager	9.00	\$20.60	/hour = \$ 391.19
5 Survey Crew *	16.00	\$59.76	/hour = \$ 2,017.50

TOTAL DIRECT PAYROLL

\$ 25,421.33

B. Payroll Burden & Fringe Benefit Costs

1 ITD Office OH Rate	1.1100	2.1100	
2 Fee	0.0000	2.1100	
3 ITD Approved FCCM (with office OH rate only)	0.0000	2.1100	

TOTAL PAYROLL, BURDEN, FRINGE & FEE

\$ 25,421.33

C. Out-of-Pocket Costs - (See detail sheet)

1 City Direct Expenses	\$ 76.300	=	\$ 76.30
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TOTAL ESTIMATED FEE

\$ 25,497.63

\* Survey hours are crew hours (2-man crew).



## Idaho Falls

## 1 Project Charter

		Total	PM	Designer	Tech	Office M.	Survey
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours
1.1	Concept Report/Environmental	-					
1.1	Concept Design	60.00	20.00	40.00			
1.2	Prepare Project Charter	8.00	2.00	4.00	2.00		
1.3	Address Review Comments	4.00	1.00		2.00	1.00	
1	TOTAL FOR CONCEPT RPT.	72.00	23.00	44.00	4.00	1.00	-

## 2 Survey

		Total	PM	Designer	Tech	Office M.	Survey*
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	Crew-Hrs
2	Reference Survey Monuments/Topo	18.00	2.00				16.00
2	TOTAL FOR SURVEY	18.00	2.00	-	-	-	16.00



## Idaho Falls

## 3 Final Design

		Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
3.1	Prepare Plan Sheets	104.00	4.00	60.00	40.00		
3.2	Prepare Specifications	24.00	4.00	20.00			
3.3	Prepare Schedule	2.00	2.00				
3.4	Final Design Review and Comments	14.00	2.00	4.00	8.00		
3	TOTAL FOR FINAL DESIGN	144.00	12.00	84.00	48.00	-	-



## Idaho Falls

4 PS &amp; E

		Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
4.1	PS & E SUBMITTAL	62.00	4.00	40.00	18.00		
4.2	ADVERTISMENT REVIEW/SUPPORT	22.00	4.00	8.00	6.00	4.00	
4	TOTAL FOR PROJECT PS & E	84.00	8.00	48.00	24.00	4.00	-

5 Monthly Invoices

		Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
5	Monthly Invoices	8.00	4.00			4.00	
<b>Total</b>		<b>326.00</b>	<b>49.00</b>	<b>176.00</b>	<b>76.00</b>	<b>9.00</b>	<b>16.00</b>



(22886) Raised Curb Medians  
 Project Development Services (not including Environmental)  
 LHTAC  
 8/7/2021

Exhibit A

Wages	PM	Designer	Tech	Office Man	Survey
Chris Canfield	54.10				
Kent Fugal	55.37				
Kenny Roberts					40.57
Roger Schmidt		29.53			
Cristy Wilkins			28.83		
Forest Ward					25.1
Brandon Mecham					23.97
Gary Olson		37.65			
Bill McKellip			27.52		
Robert Cox		36.51			
Tami Nichols				20.60	
Average	54.74	34.56	28.18	20.60	59.76



(22886) Raised Curb Medians  
 Project Development Services (not including Environmental)  
 LHTAC

Exhibit A

DIRECT EXPENSES

Total				
Number of Trips (engr 1 x per month)	5	Trips		
Average Miles per Trip (engr)	10	Mi	50	Mi
Number of Trips (designer)	10			
Average miles per trip (designer)	9		90	Mi
Total Miles			140	
Cost per Mile	\$ 0.5450	/Mi		
Total Mileage Cost*			\$ 76.30	
Total Direct Cost			\$76.30	



# EXHIBIT B Exhibit B

(22886) Raised Curb Medians  
Construction Engineering & Inspection  
8/7/2021

## LABOR DAY ESTIMATE SUMMARY

SUMMARY		Total	Proj Manager	Chief Inspector	Tech	Office M.	Survey
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours
1	City-Labor Hours	228.00	63.00	54.00	55.00	52.00	4.00

### SALARY COSTS

#### A. Summary of Man-Day Costs

			Fully Loaded Hourly Rate		
1	Project Manager	63.00	L-Hours X	\$54.10	/hour = \$ 7,191.51
2	Chief Inspector	54.00	L-Hours X	\$37.08	/hour = \$ 4,224.90
3	Trans Technician	55.00	L-Hours X	\$30.98	/hour = \$ 3,595.23
4	Office Manager	52.00	L-Hours X	\$20.60	/hour = \$ 2,260.23
5	Survey *	4.00	L-Hours X	\$59.76	/hour = \$ 504.37

#### TOTAL DIRECT PAYROLL

\$ 17,776.24

#### B. Payroll Burden & Fringe Benefit Costs

1	ITD Office OH Rate	1.1100	2.1100	
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#### TOTAL PAYROLL, BURDEN, FRINGE & FEE

\$ 17,776.24

#### C. Out-of-Pocket Costs - (See detail sheet)

1	City Direct Expenses		\$ 1,712.550	=	\$ 1,712.55
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#### TOTAL ESTIMATED FEE

\$ 19,488.79

\* Survey requires a 2-man crew.



## EXHIBIT B

## Idaho Falls

1 CONSTRUCTION ADMINISTRATION		Total	PM	CI	Tech	Office M.	Survey
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours
1.1	General Contract Administration	-					
1.1	Submittal Log & Min. Testing Requirements	1.00	1.00				
1.2	Pre-Construction Conference	3.00	1.00	1.00	1.00		
1.3	Labor Compliance	18.00	2.00		8.00	8.00	
1.4	Civil Rights Compliance	8.00			4.00	4.00	
1.5	Filing & Records Verification	8.00				8.00	
1.6	Progress Estimates	8.00	4.00			4.00	
1.7	Materials Certifications	12.00	4.00	4.00		4.00	
1.7.1	MTR	8.00	4.00	4.00			
1.7.2	Source Approvals	8.00	2.00	4.00		2.00	
1.7.3	Mix Design Reviews	4.00	4.00				
1.8	Contract Changes	4.00	4.00				
1.9	Weekly Progress Meetings	12.00	4.00	4.00		4.00	
1.10	Payroll Submittals	6.00	2.00			4.00	
1.11	Change Orders	4.00	2.00			2.00	
1.12	Submittal Reviews	8.00	4.00	4.00			
1.13	Claims	-	0.00	0.00			
1	TOTAL FOR CONTRACT ADMIN.	112.00	38.00	21.00	13.00	40.00	-

2 Survey Control		Total	PM	CI	Tech	Office M.	Survey*
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours
2	Survey Verification	6.00	2.00				4.00
2	TOTAL FOR SURVEY CONTROL	6.00	2.00	-	-	-	4.00



## EXHIBIT B

Idaho Falls

## 3 PROJECT INSPECTION

		Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
3.1	On Site Inspection/Diaries	44.00	4.00	10.00	30.00		
3.2	Deficiency reporting & Recommendations	8.00	4.00	4.00			
3.3	Pay Documents	16.00	4.00	4.00	8.00		
3.4	Environmental and Erosion Control Monitoring	12.00	4.00	8.00			
3	TOTAL FOR PROJECT INSPECTION	80.00	16.00	26.00	38.00	-	-



## EXHIBIT B

## 4 PROJECT CLOSE OUT

		Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
4.1	Document Review	5.00				5.00	
4.2	Final Payment Certifications	4.00				4.00	
4.3	Substantial Completion Inspection	10.00	2.00	3.00	4.00	1.00	
4.4	Final Inspection	7.00	3.00	4.00			
4	TOTAL FOR PROJECT CLOSEOUT	26.00	5.00	7.00	4.00	10.00	-

## 5 Monthly Invoices

		Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
5	Monthly Invoices	4.00	2.00			2.00	
<b>Total</b>		<b>228.00</b>	<b>63.00</b>	<b>54.00</b>	<b>55.00</b>	<b>52.00</b>	<b>4.00</b>



# EXHIBIT B

(22886) Raised Curb Medians  
Construction Engineering & Inspection

8/7/2021

Wages	PM	CI	Tech	Office Man	Survey
Chris Canfield	54.10				
Kenny Roberts					40.57
Forest Ward					25.1
Neal Cunningham			30.98		
Brandon Mecham					23.97
Gary Olson		37.65			
Robert Cox		36.51			
Tami Nichols				20.60	
Average	54.10	37.08	30.98	20.60	59.76



# EXHIBIT B

(22886) Raised Curb Medians  
Construction Engineering & Inspection

## DIRECT EXPENSES

	Total		
		Trips	
Number of Trips (engr 1 x per week)	8		
Average Miles per Trip (engr)	15	Mi	120
Number of Trips (observer)	30		
Average miles per trip (observer)	9		270
Total Miles			390
Cost per Mile	\$ 0.5450	/Mi	
Total Mileage Cost*			\$ 212.55
Testing (Compaction)			\$1,500.00
Total Direct Cost			\$1,712.55



**File #:** 21-348

**City Council Meeting**

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Tuesday, November 30, 2021  
**DEPARTMENT:** Public Works

## Subject

Grant Agreement with the Idaho Transportation Department (ITD) for Establishing Microtransit Services

## Council Action Desired

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

Approval of the Grant Agreement with ITD for establishing Microtransit Services and authorization for Mayor to sign the documents or take other action deemed appropriate.

## Description, Background Information & Purpose

Attached for your consideration is a Grant Agreement with ITD to establish Microtransit Services within the corporate limits of Idaho Falls.

The grant stipulates that funds programmed for this project will be used for contracted operating expenses, including purchase of service for turn-key microtransit services from a third-party contractor. The third-party contractor will be competitively selected by the city and will design, launch, operate, market and maintain a demand response rideshare service pilot project.

## Alignment with City & Department Planning Objectives



This agreement supports the community-oriented results of access to a variety of life-long learning opportunities and livable community by providing funding to establish microtransit in Idaho Falls.



**Interdepartmental Coordination**

Interdepartmental coordination will be conducted with all necessary city departments to ensure coordination of the microtransit pilot project.

**Fiscal Impact**

The total agreement amount is for \$4,191,157.00 and requires no financial participation by the city. Sufficient funding and budget authority exist to satisfy grant requirements.

**Legal Review**

The Agreement has been reviewed by the City Attorney.





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# **Idaho Transportation Department Public Transportation Office**



## **CARES Act - FY 2020 Section 5307 Urbanized Area Formula Grants Funding Agreement**





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Pass-Through Awarding Agency	Idaho Transportation Department Public Transportation Office (ITD-PT)
Awarding Official: (Grants Officer) Phone Email	Summer Hirschfield 208-334-8286 shirschfield@itd.idaho.gov
Federal Award Date/Term of Grant	10/1/2021-12/31/2023
Agreement Total	\$ 4,191,157
Funding Agreement Number	CA-17
Funding Program	FY20 Section 5307 CARES Act Funds
Catalog of Federal Domestic Assistance (CFDA)	20.507
Federal Award Identification Number (FAIN)	ID-2021-027
Data Universal Numbering System (DUNS)	92027010
Federally Approved Indirect Cost Rate	N/A
Subrecipient Organization Name	City of Idaho Falls
Subrecipient Director or Equivalent	Chris Fredericksen
Subrecipient Address	380 Constitution Way PO Box 50220 Idaho Falls, ID 83405
Subrecipient Phone	(208) 612-8256
Subrecipient E-mail	PWD@idahofalls.gov

Is this grant a Research and Development Grant? \_\_\_\_Y or \_\_X\_\_N

**SCOPE OF WORK:**

Section 5307 CARES Act funds awarded will be used for contracted operating expenses, including purchase of service for turn-key microtransit services in the City of Idaho Falls, to be named Greater Idaho Falls Transit (GIFT). A third party contractor, to be competitively selected by the City of Idaho Falls, will design, launch, operate, market and maintain a demand response rideshare service pilot project for a two year period.





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### Responsible Individuals Signatures of Agreement

This Agreement, together with the Attachments, and documents incorporated herein by reference, set forth the entire Agreement between the parties with respect to the subject matter. There are no understandings, agreements, amendments, or representations, oral or written, not specified herein.

### Authorized Signature for Subrecipient:

Name	Title	Phone	E-mail
Rebecca Noah Casper	City of Idaho Falls Mayor	(208) 612-8235	rcasper@idahofalls.gov
Signature and Date:			

### Authorized Signature for State:

Name	Title	Phone	E-mail
Ron Duran	ITD-PT Manager	(208)-334-4475	<a href="mailto:Ron.Duran@itd.idaho.gov">Ron.Duran@itd.idaho.gov</a>
Signature and Date:			





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## **AGREEMENT CONDITIONS**

### **GRANT AGREEMENT BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT AND City of Idaho Falls**

This Agreement is between the **Idaho Transportation Department** (hereinafter called the STATE) and **City of Idaho Falls** (hereinafter called the Subrecipient). The STATE and the Subrecipient are entering into this Agreement. This Agreement is effective when signed by both parties.

The FY20 Section 5307 CARES Act Funds, H.R. 748, 116th Cong. (2020), <https://www.congress.gov/bill/116th-congress/house-bill/748> provides 100% Federal funding available to urbanized areas for transit operating assistance in urbanized areas with a population of 50,000 or more as determined by the U.S. Department of Commerce, Bureau of the Census.

WHEREAS the Governor of the State of Idaho has designated the Idaho Transportation Department to administer this grant;

#### **THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

##### **1. SCOPE OF WORK:**

Funds programmed in this project will be used for contracted operating expenses, including purchase of service for turn-key microtransit services in the City of Idaho Falls, to be named Greater Idaho Falls Transit (GIFT). A third party contractor, to be competitively selected by the City of Idaho Falls will design, launch, operate, market and maintain a demand response rideshare service pilot project.

**Assumption of Responsibility:** The Subrecipient agrees to assume all responsibility for this Project. The Subrecipient further agrees to abide by the appropriate mutual covenants, promises, and representations included in the Federal Transit Administration (FTA) Master Agreement, with special emphasis on the sections pertaining to the particular funding source.

- 2. COMPLIANCE WITH LAWS AND REGULATIONS, FEDERAL CHANGES:** The Subrecipient agrees to comply with all applicable laws, regulations, and codes of the State of Idaho, the United States Government, and local governments. The Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most current FTA Master Agreement included with, and incorporated into, this overall Grant Agreement, as they may be amended or promulgated from time to time during the term of this contract. Subrecipient's failure to comply shall constitute a material breach of this contract. <https://www.transit.dot.gov/grantee-resources/sample-fta-agreements/fta-master-agreement-version-28-february-9-2021>

##### **3. SUBRECIPIENT CAPACITY:**

- A. Subrecipient Legal, Financial, and Managerial Capacity:** The Subrecipient assures that it has the necessary legal, financial, and managerial capability to apply for, receive, and disburse FTA funds awarded in this grant agreement. The Subrecipient also assures that it will implement and manage this project and project funds in keeping with the intent and provisions of the Subrecipient's grant application and the grant agreement.
- B. Subrecipient Legal Authority to Accept This Sub-Grant:** The Subrecipient certifies that it has the legal authority to accept grant funds for this project.
- C. Subrecipient Debarment/Suspension Certification:** the Subrecipient entity certifies, to the best of its knowledge and belief, that it and its principals:





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- i. are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, per the U.S. General Services Administration (GSA) monthly "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," available on the GSA web site:  
<http://www.sam.gov>
- ii. have not, within the past three years, been convicted of or had a civil judgment against them for: a criminal offense or fraud in connection with obtaining, attempting to obtain, or performing a Federal, state, or local public transaction; a violation of Federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- iii. are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed in the paragraph above; and
- iv. have not within the last three years had any Federal, state, or local public transaction terminated for cause or default.
  - If the Subrecipient later becomes aware of any information contradicting these Suspension/Debarment statements, it will promptly provide that to the State who will forward it to FTA.
  - If the Subrecipient cannot certify for all the Suspension/Debarment statements above, the Subrecipient shall so indicate in a transmittal letter or message of explanation, to be returned with the signed grant agreement (Per 49 CFR Part 29).

**D. Administrative and Accounting Systems:** The Subrecipient certifies it has or will establish a proper accounting system, per generally accepted accounting principles (GAAP) and any Federal or State directives. It further agrees to administer the project, retain all project records, and grant access to project records and personnel as specified in the applicable Federal Uniform Guidance (2 CFR 200).

## **2. FEDERAL REQUIREMENTS**

### **A. Buy America**

For purchases over \$150,000, the Subrecipient agrees to comply with 49 CFR Parts 661 and 663, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. In regards to the purchase of vehicles, all materials and supplies purchased with these funds, will be manufactured in the United States and have:

- more than 60 percent for FY2016 and FY2017
- more than 65 percent for FY2018 and FY2019
- more than 70 percent for FY2020 and beyond

The Subrecipient will provide the appropriate certification to verify this.

[https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Buy\\_America\\_Fact\\_Sheet.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Buy_America_Fact_Sheet.pdf)

**B. Intelligent Transportation System (ITS) Architecture:** If this grant will be used to fully or partially fund acquisition of individual or systems of technologies that support ITS user services as defined in the "National ITS Architecture," the Subrecipient assures it will comply and require its contractors and its subrecipients to comply with all applicable requirements imposed by Section V Regional ITS Architecture and Section VI Project Implementation of the FTA National ITS Architecture Policy on Transit Projects to the extent required by FTA and the State.

[https://ops.fhwa.dot.gov/its\\_arch\\_imp/policy\\_2.htm](https://ops.fhwa.dot.gov/its_arch_imp/policy_2.htm)

**C. Charter Service Operations** - The Subrecipient agrees to only provide charter service with written consent from the STATE. If consent is given, the Subrecipient agrees to comply with 49 U.S.C. 5323(d)





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and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of public transportation.

<http://www.gpo.gov/fdsys/granule/CFR-2012-title49-vol7/CFR-2012-title49-vol7-part604/content-detail.html>

**D. School Transportation:**

- i. The Subrecipient assures that it will not engage in school bus operations exclusively for the transportation of students and school personnel, in competition with private school bus operators, per provisions of 49 CFR Part 605.

<http://www.gpo.gov/fdsys/granule/CFR-2011-title49-vol7/CFR-2011-title49-vol7-part605>

- E. If the Subrecipient is a public transportation system, it may provide "School Tripper Service" that is regularly scheduled public transportation service open to the public but designed or modified to accommodate the needs of school students and personnel (must be open to the public, must serve regular transit stops, and must be shown on transit route schedules and maps) and schools signs may NOT be displayed on the vehicle.

**F. Clean Water**

- i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Subrecipient agrees to report each violation to the State, and understands, and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

[http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03\\_DOTComRul\\_49CFR18.html](http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html)

**G. Clean Air**

- i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Subrecipient agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

<https://www.law.cornell.edu/cfr/text/14/1274.926>

- H. **Lobbying Prohibition:** None of the funds paid under this agreement shall be used for the purpose of lobbying activities before the Idaho State Legislature or the U.S. Congress.

If this grant is \$100,000 or more:

- i. the Subrecipient *certifies* that it has not and will not use Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award.
- ii. the Subrecipient assures that it will require its contractors and subcontractors each to report use of non-Federal funds for any of the lobbying activities for which use of Federal funds is prohibited,





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at the end of each calendar quarter on Federal Standard Form LLL (49 CFR Part 20), and that the Subrecipient will forward all these forms to the State.

<https://www.law.cornell.edu/cfr/text/49/part-20>

- I. **Nondiscrimination Requirements:** The Subrecipient assures that no person in the United States will, on the basis of race, color, national origin, creed, sex, or age be excluded from participating in, denied the benefits of, or otherwise be subject to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance from FTA or USDOT. The Subrecipient agrees to comply with all requirements of US DOT Civil Rights Act implementing regulations (49 CFR 21), and the Title VI Program Guidelines for Federal Transit Administration Recipients (FTA Circular 4702.1) and other applicable nondiscrimination directives.

[http://www.fta.dot.gov/documents/Title\\_VI\\_Circular\\_4702.1A.pdf](http://www.fta.dot.gov/documents/Title_VI_Circular_4702.1A.pdf)

- i. Per 49 USC 5332 (prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, USDOT implementing regulations (49 CFR 21), 42 USC 2000d (prohibition against exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on ground of race, color, or national origin)
- ii. The Subrecipient assures that project and project facility operations, as well as property acquisitions, will be in accordance with the civil rights requirements and understands that this assurance extends to its entire facility, to all facilities operated in connection with this project, and to property acquisitions. The Subrecipient assures:
  1. Its FTA-assisted benefits and related services are made available and are equitably distributed without regard to race, color, creed, national origin, sex, age, or disability;
  2. The level and quality of its FTA-assisted transit services are sufficient to provide equal access and mobility for any person without regard to race, color, creed, national origin, sex, or age;
  3. Opportunities to participate in the transit planning and decision making processes are provided to persons without regard to race, color, creed, national origin, sex, or age;
  4. Decisions on the location of transit services and facilities are made without regard to race, color, creed, national origin, sex, or age;
  5. Corrective and remedial action is taken to prevent discriminatory treatment of any user of services based on race, color, creed, national origin, sex, or age;
  6. Any contracts or sub agreements fully or partly funded through this project will contain language to extend civil rights assurances to contractors and subcontractors; and the Subrecipient will also include such language in any deeds and documents which record the transfer of real property, structures, and improvements.

- J. **Nondiscrimination on the Basis of Disability:** The Subrecipient assures that no person with a disability shall be, by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance. The Subrecipient assures it will comply with 49 CFR Parts 27, 37, 38, and 39, which implement the Americans with Disabilities Act (ADA) and amend Section 504 of Rehabilitation Act of 1973. The Subrecipient understands that it also has responsibilities under ADA in the areas of employment, public accommodations, and telecommunications.

<https://www.law.cornell.edu/cfr/text/49/part-38>

- i. The Subrecipient assures that any vehicle purchased or acquired through this project will be ADA accessible, except as exempted in by the State. If the Subrecipient is awarded funds to purchase a non-ADA vehicle for use in demand responsive service,





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the Subrecipient assures that this demand responsive service provides or will provide equivalent service to disabled persons that meet ADA requirements in keeping with 49 CFR 37. <https://www.law.cornell.edu/cfr/text/49/part-37>

- ii. The Subrecipient assures that *all* new or renovated facilities to be used for the provision of public transportation services will be ADA accessible, including facilities such as maintenance facilities, garages, building access facilities (sidewalks need curb cuts), etc.  
<https://www.law.cornell.edu/cfr/text/49/part-37/subpart-C>
- iii. The Subrecipient assures that any construction contract funded through this project will include ADA requirements.

**K. Equal Employment Opportunities (EEO):** The Subrecipient assures it will:

- i. Treat employees or job applicants fairly, without regard to race, color, creed, national origin, sex, age, or disability;
- ii. Take affirmative action to ensure job applicants are employed and employees are treated without regard to race, color, creed, national origin, sex, or age (such action includes but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship);
- iii. Post notices setting forth agency EEO policy in conspicuous places and make these available to employees and job applicants;
- iv. Assure that any contracts or sub-agreements fully or partly funded through this project will contain language to extend EEO assurances to contractors and subcontractors.
- v. If the Subrecipient received \$1,000,000 or more of Federal assistance in the previous Federal fiscal year and had 50 or more public-transit-related employees, it agrees to submit to the State an EEO program, which meets FTA requirements.

**L. Discrimination Complaints:** The Subrecipient assures that it will notify the public that complaints of discrimination in the provision of transportation or transportation-related services or benefits may be filed with the State, FTA, or USDOT. The Subrecipient assures it will promptly report to the State any civil rights complaints it receives.

**M. Disadvantaged Business Enterprises (DBE):** The Subrecipient assures Disadvantaged Business Enterprises will have the maximum opportunity to compete for and perform contracts and subcontracts financed under this project, as specified in 49 CFR 26 and per the following:

- i. If the Subrecipient will purchase one or more transit vehicles (excluding unmodified mass-produced vans or unmodified pop-top vans), it assures that it will obtain from each transit vehicle manufacturer a TVM certification, to show that the manufacturer complies with DBE requirements.
- ii. The Subrecipient is subject to the State's DBE program filed with the Federal Highway Administration and the State's annual DBE goal with FTA. Additionally, the Subrecipient will report its DBE activity and results to the State semi-annually every year of the Subrecipient agreement.
- iii. The Subrecipient assures it will not discriminate on the basis of race, religion, color, gender, age, marital status, ability, or national origin in implementation of the project, in award or performance of any third-party contract or sub-agreement supported with this grant, or in administration of its DBE program and 49 CFR 26. If the State receives a complaint regarding discrimination by the Subrecipient, the Subrecipient will cooperate fully in the investigation of the





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complaint by the State.

<https://www.law.cornell.edu/cfr/text/49/part-26>

iv. Technical assistance pertaining to DBE is available at the following link:

<https://itd.idaho.gov/civilrights/>

- N. Audits:** The Subrecipient certifies that it will be audited annually as required by the Federal Single Audit Act Amendments of 1996 (per 2 CFR 200). The Subrecipient recognizes FTA's, USDOT's, and the State's authority to monitor project activities, to conduct reviews and inspections, and to conduct additional audits in keeping with 2 CFR 200, to verify compliance with grant requirements and assurances. The Subrecipient agrees to make the necessary records available to any of the above parties upon request.  
[https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/about\\_omb/104-156.pdf](https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/about_omb/104-156.pdf)
- O. Commercial Driver's License (CDL) Requirement:** The Subrecipient, if not a recipient of Section 5311 funds, assures that if it operates a vehicle that requires a CDL, including a vehicle capable of transporting 16 or more persons (including the driver), will have a USDOT Federal Motor Carrier Safety Administration drug and alcohol testing program.  
<https://www.law.cornell.edu/cfr/text/49/part-382>
- P. Drug and Alcohol Testing:** If this grant is funded by either Section 5307, 5311, or 5339 the Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, and ITD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 and review the testing process. The Subrecipient agrees further to submit the Management Information System (MIS) reports to the State annually, as requested by the State.  
<https://damis.dot.gov/login/default.aspx>
- Q. Employee Protections, Public Transportation Employee Protective Arrangements:** The Subrecipient agrees to comply with the applicable transit employee protective requirements as follows:
- i. **Standard Public Transportation Employee Protective Arrangements** - If this grant is funded by either Section 5309 or Section 5316, to the extent that the Project involves public transportation operations and to the extent required by Federal law, the Subrecipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any amendments thereto. The Subrecipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement for the Project.
  - ii. **Public Transportation Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5311** - The Subrecipient agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of the Grant Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto.
- R. Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA





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Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the State to be in violation of the FTA terms and conditions.

<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>

- S. Conflicts of Interest Prohibited:** The Subrecipient certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of personal or organizational conflict of interest or of being motivated by desires for personal gain for themselves or others, particularly those with whom they have family, business, or other ties.

### **3. STATE REQUIREMENTS:**

- A. Indemnification and Insurance:** In this section, "Subrecipient" includes the Subrecipient's employees, agents, and contractors.

- i. The Subrecipient agrees to indemnify, hold harmless, and defend the State of Idaho, its officers, agents, and employees from and against any claim of or liability for error, omission, or negligent act of the Subrecipient arising out of the Subrecipient's assumption of the responsibilities for the Project set forth in this agreement.
- ii. The Subrecipient is not required to indemnify the State of Idaho for a claim of or liability for the independent negligence of the State. If there is a claim or liability for joint negligent error or omission of the Subrecipient and the independent negligence of the State, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than in the State's selection, administration, monitoring, or controlling of the Subrecipient.
- iii. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved. Moreover, all of the rights, defenses, or protections provided in Idaho Code and or in the Idaho Administrative Procedural Rules are expressly reserved.

**B. Independent Contractor Status**

- i. Unless otherwise expressly stated, vendors and/or non-state entities acting pursuant to this grant shall be that of an independent contractor and not that of an agent or employee of the state. Such parties shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. Furthermore, such parties shall indemnify the State and hold it harmless from any and all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees and costs that may be made or assessed against the State arising out of the party's failure to pay such taxes, fees or contributions.
- ii. The Subrecipient shall maintain the policies of insurance listed below, to cover losses that may be incurred as a result of the operation and maintenance of project vehicles and/or equipment throughout their period of required use or as a result of other activities under this agreement.
- iii. Where specific limits are shown, they shall be the minimum acceptable limits. If the Subrecipient's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

- C. Automobile Liability:** ITD-PT imposes minimum insurance coverage of \$500,000 on all transit vehicles procured with or rehabilitated with federal or state funds. Additionally, Sub-recipients must be in compliance with Federal Motor Carrier Safety Administration (FMCSA) insurance thresholds. The policy shall provide all damage arising out of personal injury to or destruction of property in any one





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occurrence on any revenue vehicle not covered by 49 CFR Part 387. Furthermore, ITD-PT subrecipients must be at all times in compliance with Idaho Administrative Rule 11.13.01.

- i. The policy shall name the Idaho Transportation Department as "loss payee" of the property damage portion of the policy.
- ii. The Subrecipient shall provide *certificate of insurance to the State, annually* and at other times if requested. Each certificate must provide for a 30-day prior notice of cancellation, non-renewal, or material change of conditions.
- iii. The Subrecipient shall use any insurance proceeds relating to items purchased under this grant to repair or replace the covered item(s) that has been damaged, destroyed or stolen or; where specific items are not involved, to cover other liability related to this grant project. The title to any replacement vehicle must show the State of Idaho as lien holder.

**D. Performance Requirements:** The failure of the State to insist upon strict performance by the Subrecipient of any provision or covenant in this Agreement, in any one or more instances, may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the State of any provision or covenant in this Agreement cannot be enforced or relied upon by the Subrecipient unless the waiver is in writing and signed on behalf of the State.

#### **4. TERMINATION PROVISIONS:**

- A. Failure to Perform:** If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and if after notification by the State of such failure or violation, the Subrecipient fails to take proper corrective action within a reasonable amount of time, the State shall have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof. Such notice shall be given at least 15 days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, construction materials, and any construction completed by the Subrecipient under this Agreement shall, at the option of the State, become the State's property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed. Failure to adhere to Project Schedule and any reporting requirements may be deemed by the State to be a "failure to perform" and may result in the loss of the award, at the option of the State.
- B. Convenience Termination:** If, due to changed circumstances, the State or the Subrecipient wishes to terminate this Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least 15 days prior to the proposed termination date. If both parties agree that it is in their mutual best interests to terminate this Agreement early, all finished or unfinished documents and other materials as described in the Failure to Perform paragraph above shall, at the option of the State, become the State's property. If the Agreement is terminated as provided herein, the Subrecipient shall be reimbursed for actual expenses not otherwise reimbursed under this Agreement which were incurred by the Subrecipient during the contract period and which are directly attributable to the Subrecipient's performance of this Agreement. The State shall also reimburse the Subrecipient for any costs properly incurred by the Subrecipient in honoring convenience termination clauses in its Agreements with its contractors as long as these clauses conform to the standard convenience termination clause used by the State for similar types of contracts.

#### **5. NONCOMPLIANCE; DISPUTES; REMEDIES**





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- A. Recovery of Funds:** In the event of a default or violation of the terms of this Agreement, the State is entitled to recover all or part of the project funds paid to the Subrecipient. If Subrecipient does not promptly remit the funds in response to a demand, the State may collect the debt by:
  - i. Making an administrative offset against payments that would be due under other grant awards or appropriations,
  - ii. Withholding advance payments that would otherwise be due
  - iii. Instituting civil action, or,
  - iv. Taking any other action permitted by law.
- B. All Remedies** conferred on the State by this Agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the State's option.
- C. Enforcement:** The State may take one or more actions in the event Subrecipient fails to comply with the terms of the award. Upon written notification explaining the basis of the action, the State may suspend the grant pending corrective action or terminate the grant. The State may impose conditions requiring correction of noncompliance or deficiency. If conditions are imposed, the State will inform Subrecipient of the conditions and corrective action sought, the reason for imposition, and the time allowed for completing corrective actions.
- D. Rights and Remedies:** The duties and obligations imposed by the Agreement and accompanying documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the State or Subrecipient shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

## **6. GRANT REQUIREMENTS:**

- A. Billing Procedure and Reimbursements:** The Subrecipient agrees to submit a CARES Request for Authorization & Reimbursement (CRFAR) for costs that are intended to be reimbursed with FY20 Section 5307 CARES Act Funds through the ITD CARES Act online portal at <https://idcares.online>. This form will include an acknowledgement stating that the Subrecipient understands the terms and conditions of the FY20 Section 5307 CARES Act Funds and certifies that the expenditures meet the requirements as defined in H.R. 748, 116th Cong. (2020), <https://www.congress.gov/bill/116th-congress/house-bill/748>.
- B.** Each invoice shall clearly identify each cost being billed and shall be in a format acceptable to or specified by the State, with supporting documentation of cost and payment as required below, and other documentation as may be required by the State
- C.** Invoices for operating, vehicles, equipment, or facilities shall be accompanied by documentation of the formal obligations or expenses incurred. Supporting documentation shall be copies of vendor invoices, unless alternate documentation accompanied by a viable written explanation is acceptable to the State. Supporting documentation must clearly tie to the itemized costs on the invoice (annotations to facilitate easy review are encouraged).
- D.** The State reserves the right to require alternate or specialized billing procedures in the following instances:
  - i. when a project is split-funded (includes grant funds from more than one source), or;
  - ii. when irregular documentation or special timing is needed by the State for some other reason.





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- E. Final billing must be submitted within 60 days of the termination date listed on this grant agreement or as amended.
- F. The State shall reimburse funds to meet formal obligations or expenses only with satisfactory documentation. If required documentation is determined to be incomplete, incorrect, and/or in conflict with the scope of the project, the Subrecipient will be notified that payment of project funds is being withheld until the incomplete, incorrect, and/or conflicting items are resolved to the State's satisfaction.
- G. **Local Match:** There is no local match requirement for FY20 Section 5307 CARES Act Funds.
- H. **Operating and Maintenance Funds Available:** The Subrecipient, by the time of vehicle and/or equipment delivery, will have or have guarantee of funds necessary to operate and maintain the project vehicle and/or equipment in safe, clean, and mechanically sound condition through the required period of performance (useful life). The State reserves the right to require transfer of the vehicle and/or equipment to another entity if the Subrecipient fails to meet this requirement.
- I. **Bus and Van Testing:** The Subrecipient will comply with FTA bus testing requirements applicable to heavy-duty large and small buses; medium-duty buses; light-duty mid-size buses; and light-duty small buses, cutaways, or modified vans (does not apply to unmodified mass-produced vans). If testing is not required, the Subrecipient will instead obtain the manufacturer's certification that the vehicle is exempt from FTA bus testing requirements and also obtain a list of recent purchasers of the vehicle (with contact information), to aid evaluation prior to vendor selection.  
<http://www.gpo.gov/fdsys/pkg/CFR-2005-title49-vol1/content-detail.html>
- J. For Equipment Purchases - The Subrecipient will provide the same equipment specifications to each prospective vendor and seek at least three bids or price quotes. The Subrecipient will submit price quotes or bids received to the State with its preferred vendor selection noted, for State approval to purchase. For more information see FTA Best Practices Procurement Manual, [http://www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html).
- K. **Pre-Award and Post-Delivery Review of New Vehicles:** The Subrecipient assures it will conduct a pre-award and/or post-delivery reviews for all new vehicles purchased under this project, as specified below. The Subrecipient assures it will conduct these reviews per the formats and instructions provided by the State. Pre-Award Reviews must be submitted to the State for approval
- L. **Vehicle Identification Numbers to State:** The Subrecipient will provide each vehicle's identification number (VIN) to the State with the first payment invoice for the particular vehicle.
- M. **Titles to Vehicles/Equipment & Liens:**
  - i. Title to Project equipment other than vehicles shall rest with the Subrecipient.
  - ii. The Subrecipient hereby agrees that the State of Idaho is lien holder for each vehicle purchased under this Project. The Subrecipient shall arrange with the Idaho Division of Motor Vehicles (DMV) to issue the certificate of title in the name of the Subrecipient with the State of Idaho Transportation Department as lien holder. The Subrecipient shall arrange with DMV to send the original title to the State's Public Transportation Office for this project.
  - iii. The State will hold a lien on the title of any vehicle purchased under this project. The Subrecipient may request a clear title after the vehicle reaches its useful life.





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- iv. The Subrecipient gives the State Power of Attorney limited to applying for a Vehicle Title from the Idaho Division of Motor Vehicles and to requesting the Idaho Division of Motor Vehicles remove the State's lien from the vehicle title.

#### **CERTIFICATION REGARDING FEDERAL LOBBYING:**

##### **Certification for Contracts, Grants, Loans, and Cooperative Agreements:**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

##### **RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FTA and/or State general funds as it pertains to this agreement from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Signature of Authorizing Official:

Date:





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**File #:** 21-349

**City Council Meeting**

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Tuesday, November 30, 2021  
**DEPARTMENT:** Public Works

## Subject

Right-of-Way Plat for the 4th Street and Olive Avenue Intersection

## Council Action Desired

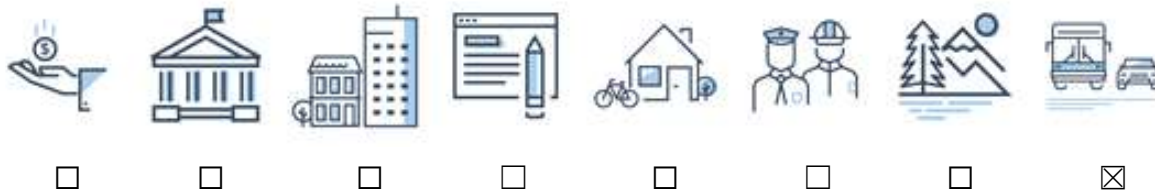
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc)

Accept the Right-of-Way Plat for the 4th Street and Olive Avenue Intersection and give authorization for Mayor and city staff to sign the document or take other action deemed appropriate.

## Description, Background Information & Purpose

Attached for your consideration is a Right-of-Way Plat for the 4th Street and Olive Avenue Intersection. The purpose of the plat is to define the right-of-way to be dedicated to the public from Micro Investments Addition Division No. 1 at this intersection.

## Alignment with City & Department Planning Objectives



This plat supports the community-oriented results of reliable public infrastructure by providing sufficient right-of-way to accommodate needed public improvements.

## Interdepartmental Coordination

Plat reviews have been conducted with all necessary city departments.



**Fiscal Impact**

There are no fiscal impacts to the city associated with approving the proposed plat.

**Legal Review**

The process for accepting dedicated right-of-way has been approved by the City Attorney.

2021-99

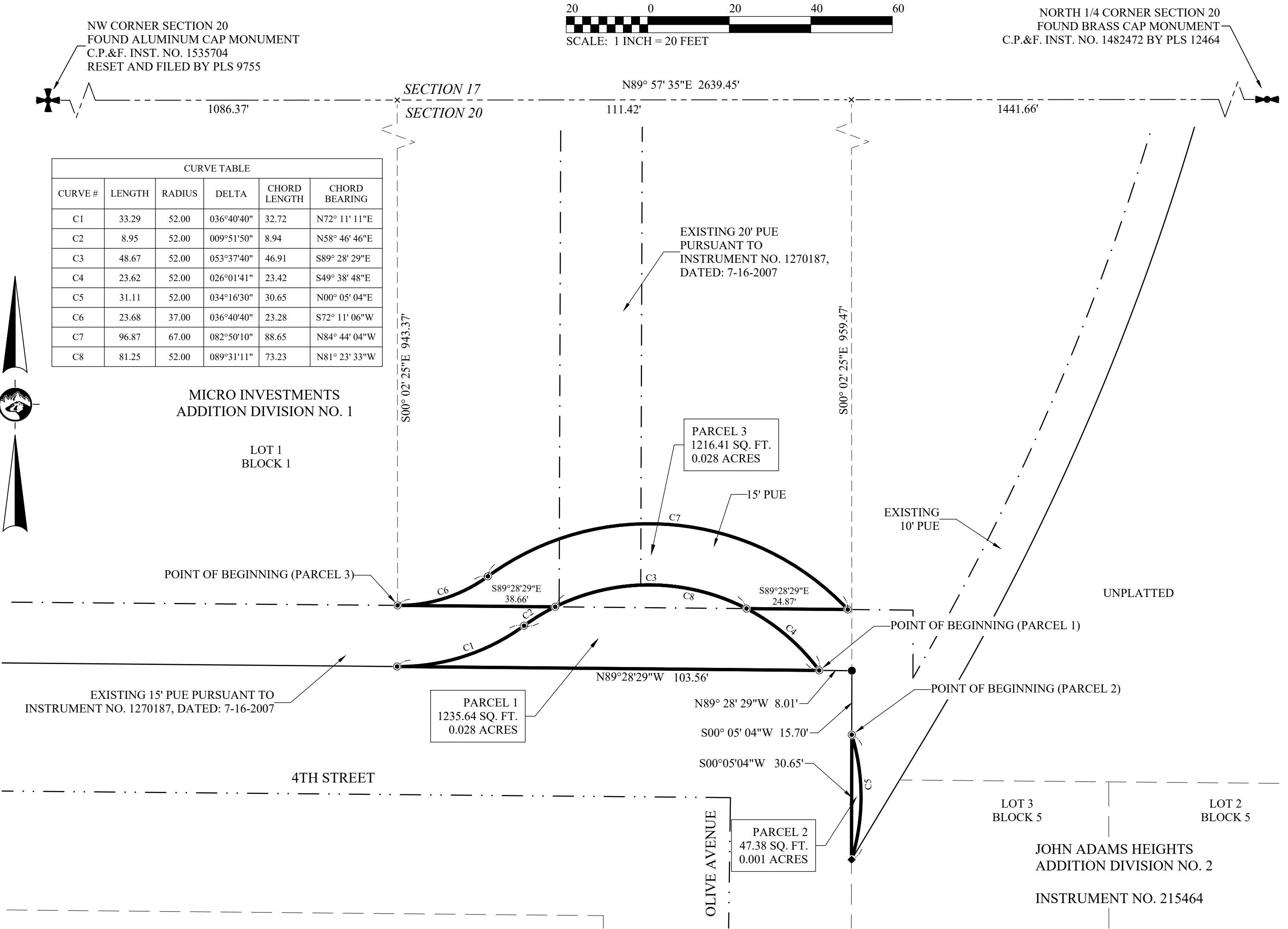


1/4	SEC	T	R
<input checked="" type="checkbox"/>	20	2N	38E

SHEET 1 OF 1

BASIS OF BEARING NOTE

The bearing along this line is the basis for all other bearings listed on this survey. This bearing relates directly to the "City of Idaho Falls Coordinate System of 2004", which is derived from the Idaho State Plane Coordinate System (East Zone 1101), US Survey Feet, and using a combined scale factor of 1.000277265 for a grid-to-ground conversion (reference frame NAD\_83(2011), epoch 2010.0000). The system orientation is based on grid north along the East Zone central meridian. No convergence angle has been applied.



LEGAL DESCRIPTION - PARCEL 1

Commencing at the Northwest corner of Section 20, Township 2 North, Range 38 East, B.M., Bonneville County, Idaho; thence N 89° 57' 35" E along the north section line of said Section 20 for a distance of 1197.79 feet; thence S 00° 2' 25" E for a distance of 959.47 feet to a point on the north right-of-way of 4th/ Street; thence N 89° 28' 29" W for a distance of 8.01 feet to the TRUE POINT OF BEGINNING;

Thence, N 89° 28' 29" W for a distance of 103.56 feet to the beginning of a non-tangential curve; said curve turning to the left through an angle of 36° 40' 40", having a radius of 52.00 feet, an arc length of 33.29 feet, and whose long chord bears N 72° 11' 11" E for a distance of 32.72 feet to a point of reverse curve; said curve turning to the right through an angle of 89° 31' 11", having a radius of 52.00 feet, an arc length of 81.25 feet, and whose long chord bears S 81° 23' 33" E for a distance of 73.23 feet to the TRUE POINT OF BEGINNING.

Described parcel contains 1235.64 square feet or 0.028 acres, more or less.

LEGAL DESCRIPTION - PARCEL 2

Commencing at the Northwest corner of Section 20, Township 2 North, Range 38 East, B.M., Bonneville County, Idaho; thence N 89° 57' 35" E along the north section line of said Section 20 for a distance of 1197.79 feet; thence S 00° 2' 25" E for a distance of 959.47 feet to a point on the north right-of-way of 4th/ Street; thence S 00° 05' 04" W for a distance of 15.70 feet to the TRUE POINT OF BEGINNING;

Thence, S 00° 05' 04" W for a distance of 30.65 feet to the beginning of a non-tangential curve; said curve turning to the left through an angle of 34° 16' 30", having a radius of 52.00 feet, an arc length of 31.11 feet, and whose long chord bears N 00° 05' 04" E for a distance of 30.65 feet to the TRUE POINT OF BEGINNING.

Described parcel contains 47.38 square feet or 0.001 acres, more or less.

LEGAL DESCRIPTION - PARCEL 3

Commencing at the Northwest corner of Section 20, Township 2 North, Range 38 East, B.M., Bonneville County, Idaho; thence N 89° 57' 35" E along the north section line of said Section 20 for a distance of 1086.37 feet; thence S 00° 2' 25" E for a distance of 943.37 to the TRUE POINT OF BEGINNING;

Thence, S 89° 28' 29" E for a distance of 38.66 feet to the beginning of a non-tangential curve; said curve turning to the right through an angle of 53° 37' 40", having a radius of 52.00 feet, an arc length of 48.67 feet, and whose long chord bears S 89° 28' 29" E for a distance of 46.91 feet to the beginning of a non-tangent line; Thence, S 89° 28' 29" E for a distance of 24.87 feet to the beginning of a non-tangential curve; said curve turning to the left through an angle of 82° 50' 10", having a radius of 67.00 feet, an arc length of 96.87 feet, and whose long chord bears N 84° 44' 04" W for a distance of 88.65 feet to a point of reverse curve; said curve turning to the right through an angle of 36° 40' 40", having a radius of 37.00 feet, an arc length of 23.68 feet, and whose long chord bears S 72° 11' 06" W for a distance of 23.28 feet to the TRUE POINT OF BEGINNING.

Described parcel contains 1216.41 square feet or 0.028 acres, more or less.

4TH STREET AND OLIVE AVENUE INTERSECTION  
RIGHT-OF-WAY PLAT  
A HIGHWAY RIGHT OF WAY PLAT UNDER IDAHO CODE, TITLE 40, CHAPTER 2  
CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
PART OF THE NORTHWEST 1/4 OF SECTION 20,  
T. 2N., R. 38 E., B.M., BONNEVILLE COUNTY, IDAHO

RIGHT-OF-WAY ACKNOWLEDGEMENT

Pursuant to the requirements of I.C. §40-209(1(E)), the City of Idaho Falls does hereby acknowledge

and accept the Right-of-Way shown on the accompanying plat this \_\_\_\_\_ day of

\_\_\_\_\_, 202\_\_\_\_\_.

MAYOR

CITY CLERK

CITY ENGINEER

KENT J. FUGAL, PE 9247

CITY SURVEYOR

KENNETH BALDWIN ROBERTS, PLS 9755

LEGEND

- PLSS CONTROL (AS NOTED)
- SET 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222"
- FOUND 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222"
- FOUND 5/8" IRON ROD WITH PLASTIC CAP MARKED "LS 7380"
- CALCULATED POINT (NOT SET)
- PARCEL LINE FOR THIS SURVEY
- ADJOINING BOUNDARIES
- ROAD CENTERLINE
- SECTION LINE
- EXISTING PUBLIC UTILITY EASEMENTS (PUE)
- SURVEY TIE LINE

SURVEY NARRATIVE

- The purpose of this survey is to detail the right-of-way to be dedicated from Micro Investments Addition Division No. 1 at the intersection of 4th Street and Olive Avenue.
- Monuments were found that were consistent with the original Micro Investments Addition Division No. 1 plat (Instrument No. 1270187) and were accepted, and those that coincide with this right-of-way plat were replaced to meet current City of Idaho Falls monumentation requirements.
- Instruments used in conjunction with the field survey were: Micro Investments Addition Division No. 1 plat (Instrument No. 1270187), CP&F Instrument No. 1535704, CP&F Instrument No. 1482472, and John Adams Heights Addition Division No. 2 plat (Instrument No. 215464).

SURVEYOR'S CERTIFICATE

I, Justin M. Steffler, a licensed professional land surveyor in the State of Idaho, do hereby certify that the survey of this subdivision, designated as 4TH STREET AND OLIVE AVENUE INTERSECTION, 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.

Justin M. Steffler, P.L.S. 14222  
Date 12/02/2021



402 VAN DREFF ST.  
SALMON, ID 83467  
208-756-3070

4141 S 58 W  
IDAHO FALLS, ID 83402  
208-715-4380



**File #:** 21-350

**City Council Meeting**

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Wednesday, December 1, 2021  
**DEPARTMENT:** Public Works

## Subject

Right-of-Way Plat for Quail Drive

## Council Action Desired

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

Accept the Right-of-Way Plat for Quail Drive and give authorization for Mayor and city staff to sign the document or take other action deemed appropriate.

## Description, Background Information & Purpose

Attached for your consideration is a Right-of-Way Plat for the realignment of Quail Drive where it intersects with Lincoln Road. The purpose of the plat is to define the right-of-way to be dedicated to the public for this roadway realignment.

## Alignment with City & Department Planning Objectives



This plat supports the community-oriented results of reliable public infrastructure by providing sufficient right-of-way to construct needed public improvements.

## Interdepartmental Coordination

Plat reviews have been conducted with all necessary city departments.

## Fiscal Impact



There are no fiscal impacts to the city associated with approving the proposed plat.

**Legal Review**

The process for accepting dedicated right-of-way has been approved by the City Attorney.

2021-101



# QUAIL DRIVE RIGHT-OF-WAY PLAT

A HIGHWAY RIGHT OF WAY PLAT UNDER IDAHO CODE, TITLE 40, CHAPTER 2  
CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
BEING LOCATED IN THE SOUTHWEST 1/4 OF SECTION 9,  
TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

## RIGHT-OF-WAY ACKNOWLEDGEMENT

Pursuant to the requirements of I.C. §40-209(1(E)), the City of Idaho Falls does hereby acknowledge and accept the Right-of-Way shown on the accompanying plat this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.

MAYOR

CITY CLERK

CITY ENGINEER

KENT J. FUGAL, PE 9247

CITY SURVEYOR

KENNETH BALDWIN ROBERTS, PLS 9755

## SURVEY NARRATIVE

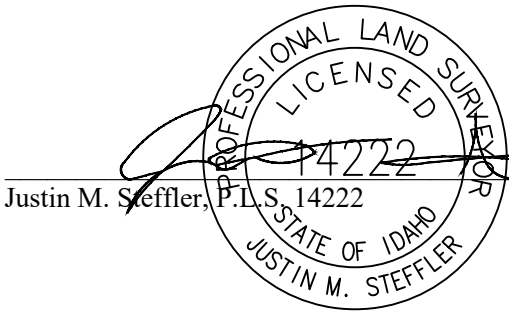
- The purpose of this survey is to realign the current right-of-way for Quail Drive to match a proposed development on the south side of Lincoln Road.
- Beginning at the point of divergence from the original Quail Drive right-of-way, there will be a transition from a 60-foot width to a 70-foot width.
- Monuments were found on the corners of Kingston Subdivision that were consistent with the boundary described on Garth Cunningham's Record of Survey (Instrument No. 892849) and the Kingston Subdivision Division No. 1 Plat (Instrument No. 905660) and were accepted and used in conjunction with the surrounding unplatted deeds to establish the existing Quail Drive right-of-way.
- Instruments used in conjunction with the field survey were Warranty Deed Instrument No. 1470552, Warranty Deed Instrument No. 1470555, Warranty Deed Instrument No. 1240294, Kingston Subdivision Division No. 1 Plat Instrument No. 905660 and Record of Survey Instrument No. 892849.

## BASIS OF BEARING NOTE

The bearing along this line is the basis for all other bearings listed on this survey. This bearing relates directly to the "City of Idaho Falls Coordinate System of 2004", which is derived from the Idaho State Plane Coordinate System (East Zone 1101), US Survey Feet, and using a combined scale factor of 1.000277265 for a grid-to-ground conversion (reference frame NAD 83(2011), epoch 2010.0000). The system orientation is based on grid north along the East Zone central meridian. No convergence angle has been applied.

## SURVEYOR'S CERTIFICATE

I, Justin M. Steffler, a licensed professional land surveyor in the State of Idaho, do hereby certify that the survey of this subdivision, designated as QUAIL DRIVE RIGHT-OF-WAY PLAT, 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.



12/02/2021

Date



TITLE		QUAIL DRIVE R.O.W.	
DATE:	11/10/21	DRAWN/CHK BY:	PS/JS
PROJECT:		21284/T2NR38E/S9	
		<b>BADGER</b> <b>AERIAL MAPPING &amp; SURVEYING</b>	
402 VAN DREFF ST. SALMON, ID 83467 208-756-3070		4141 S 58 W IDAHO FALLS, ID 83402 208-715-4380	

SHEET 1 OF 1

1/4	SEC	T	R
	9	2N	38E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	99.69	170.00	033°35'54"	98.27	S16° 26' 51"E
C2	120.21	205.00	033°35'54"	118.50	N16° 26' 51"W
C3	140.74	240.00	033°35'54"	138.73	N16° 26' 51"W
C4	6.05	200.00	001°43'56"	6.05	N32° 22' 51"W
C5	134.56	230.00	033°31'11"	132.65	N16° 29' 13"W
C6	110.96	200.00	031°47'15"	109.54	N15° 37' 15"W
C7	99.46	170.00	033°31'11"	98.04	N16° 29' 13"W

