

# **City Council Agenda**

City of Idaho Falls Regular Council Meeting 680 Park Avenue

# Thursday September 22, 2022 7:30 p.m.

## Mayor

Rebecca Casper

## **City Council**

Michelle Ziel-Dingman Council President

> John Radford Council Seat 5

Jim Freeman Council Seat 6 Tom Hally Council Seat 3

Jim Francis Council Seat 4

Lisa Burtenshaw Council Seat 2



# **PUBLIC PARTICIPATION**

Welcome to the Idaho Falls City Council Meeting.

Regularly scheduled City Council meetings are open to the general public. City Council meetings are also live-streamed and archived on <u>the City website</u>. Please be aware that the meeting agenda will differ from the published version if amendments to the agenda are made by the Council during the meeting.

The Council encourages public input. While a general public comment option is not required by Idaho law, the Idaho Falls City Council welcomes general public input as part of regular City Council meetings. General public comment will be allowed for up to 20 minutes. However, citizens are always welcome to contact their Council representatives via e-mail or telephone, as listed on <u>the City website</u>. The Council is committed to an atmosphere that promotes equal opportunity, civility, mutual respect, property decorum and freedom from discrimination or harassment.

Those who wish to address City Council during the council meetings are encouraged to adhere to the guidelines below.

#### **Public Comment Guidelines**

Speakers are encouraged to:

- State their name and city of residence.
- Focus comments on matters within the purview of the City Council.
- Limit comments to three (3) minutes or less.
- Refrain from repeating information already presented to preserve time for others to speak. Large groups are encouraged to select one or two speakers to represent the voice of the entire group.
- Practice civility and courtesy. City leaders have the right and the responsibility to maintain order and decorum during the meeting. Time may be curtailed for those speakers whose comments are profane or disruptive in nature.
- Refrain from comments on issues involving matters currently pending before the City's Planning and Zoning Commission or other matters that require legal due process, including public hearings, City enforcement actions, and pending City personnel disciplinary matters.
- Comments that pertain to activities or performance of individual City employees should be shared directly with the City's Human Resources Director (208-612-8248), the City's Legal Department (208-612-8178) or with the Office of the Mayor (208-612-8235).

#### **Public Hearing Guidelines**

- 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 comments directly to the Council and try to limit them to three (3) minutes.
- Written Comment. The public may provide written comments via postal mail sent to City Hall or via email sent to the City Clerk at IFClerk@idahofalls.gov. Comments will be distributed to the members of the Council and become a part of the official public hearing record. Written testimony must be received no later than forty-eight (48) hours prior to the date of the hearing to ensure inclusion in the permanent City record.
- Remote Comment. When available, the public may provide live testimony remotely via the WebEx meeting platform using a phone or a computer. Those desiring public hearing access should send a valid and accurate email address to virtualattend@idahofalls.gov no later than twenty-four (24) hours prior to the date of the hearing so log-in information can be sent prior to the meeting. Please indicate which public hearing the testimony is intended for on the agenda. Please note that this remote option will not be available for all meetings.

**City Council Chambers** 

## Agenda

Thursday, September 22, 2022

### **City Council Agenda:**

- 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.

#### Airport Α.

- 1) Approval of Planning Phase for Air Traffic Control Tower Siting The existing Air Traffic Control Tower at the airport was constructed in the 1960s and has reached the end of the it's useful life. The tower must be replaced. With specifically allocated federal funding for
  - Air Traffic Control Towers, the Airport requests approval to begin the siting study. The planning phase of the siting study will be conducted by T-O Engineers and its subconsultants for a cost of \$186,128.18 which will be 100% funded through the FAA.

Attachments: IDA Work Order 22-04 - IDA ATCT Siting.pdf

#### **Public Works** Β.

1) Bid Award - South Boulevard and 17th Street Culvert

> On, September 14, 2022, bids were received and opened for the South Boulevard & 17th Street Culvert project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into a contract with the lowest bidder to extend the culvert and adjust the traffic signal pole location on the northeast corner of this intersection. These improvements will help provide better pedestrian accommodation and turning radius for westbound traffic turning north.

STR-2020-10 Bid Tab.pdf Attachments:

2) Bid Award - Sewer Line Rehabilitation 2023

> On Wednesday, September 14, 2022, bids were received and opened for the Sewer Line Rehabilitation 2023 project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into a contract with the lowest bidder to perform sewer lining at prioritized locations throughout the city.

Attachments: SWR-2023-05 Bid Tab.pdf



21-641

21-652

#### 21-653

7:30 PM

#### C. Municipal Services

Comprehensive Annual Financial Audit Services for Fiscal Year Ending
 September 30, 2022

The purpose of this request is contract with Eide Bailly to provide certified public accounting annual financial auditing services to the City of Idaho Falls for the fiscal year ending September 30, 2022. The comprehensive annual financial audit services will include audit of the combined financial statements of the Electric Light and Fiber funds; review and issuance of the combined financial statements prepared by Eide Bailly; and audit of the combined financial statements. Eide Bailly also will audit compliance over major federal award programs as of and for fiscal year ending September 30, 2022.

Attachments:	City of Idaho Falls 2022 Engagement Letter.pdf
	City of Idaho Falls 2022 Governance Planning Letter.pdf
	City of Idaho Falls Electric Fiber Fund 2022 Engagement Letter.pdf
	City of Idaho Falls Electric Fiber Fund 2022 Governance Planning
	Letter.pdf

 Minutes from Council Meetings
 September 6, 2022 City Council Work Session; September 8, 2022 City Council Meeting; and September 12, 2022 County-City Coordination Conference

Attachments:	20220906 Work Session - Unapproved.pdf
	20220908 Council Meeting - Unapproved.pdf
	20220912 County-City Meeting - Unapproved.pdf

3) License Applications, all carrying the required approvals

#### Action Item:

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

#### 5. Regular Agenda.

#### A. Municipal Services

1) Bid IF-22-18, Purchase Polymer System for Public Works

21-635

21-636

21-656

On Thursday, September 1, 2022, a single bid was received. A tabulation of bid results is attached. The purpose of this bid award is to order the polymer system needed to meet lead times for the wastewater dewatering project. A separate bid will be issued for a contractor to install the equipment.

#### Action Item:

Accept and approve the bid received from the lowest responsive and responsible bidder, UGSI Chemical Feed for a total of \$570,250.00 (or take other action deemed appropriate).

Attachments: Bid IF-22-18 Polymer System.pdf

2) Bid IF-22-19, Purchase Dewatering Equipment for Public Works

On Thursday, September 1, 2022, a single bid was received. A tabulation of bid results is attached. The

purpose of this bid award is to order the necessary equipment to meet lead times for the wastewater dewatering project. A separate bid will be issued for a contractor to install the equipment.

#### Action Item:

Accept and approve the lowest responsive, responsible bidder FKS Company in the amount of \$1,415,330.00 (or take other action deemed appropriate).

Attachments: Bid IF-22-19 Dewatering Equipment.pdf

3) Bid IF-22-20, Purchase Digester Pump Mix System for Public Works

21-642

On Thursday, September 1, 2022, a single bid was received. A tabulation of bid results is attached. The purpose of this bid award is to order the necessary equipment to meet lead times for the wastewater dewatering project. A separate bid will be issued for a contractor to install the equipment.

#### Action Item:

Accept and approve the lowest responsive, responsible bidder TC Sales & Service in the amount of \$184,400.00 (or take other action deemed appropriate).

Attachments: Bid IF-22-20 Digester Pump Mix System.pdf

#### B. Public Works

1)Authorizing Resolution with Idaho Department of Environmental21-655Quality (IDEQ) for a Wastewater Facility Planning Grant.

For your consideration is an authorizing resolution requested by the IDEQ in support of a wastewater facility planning grant. The grant being sought is for \$250,000 and if received, would be used to fund a portion of a new Wastewater Facility Plan. The previous facility plan was completed in 2010 and must be updated.

#### Action Item:

Approve the Authorizing Resolution for IDEQ in Support of a Wastewater Facility Planning Grant and to provide authorization for Mayor and City Clerk to sign all documents relating to the wastewater project (or take other action deemed appropriate).

Attachments: SRF-03 - Authorizing Resolution for Grant and Loan.pdf

 Local Highway Technical Assistance Council (LHTAC) Agreement for the 2022 Children Pedestrian Safety Program Project.

For consideration is an agreement with LHTAC that will provide construction funding in the amount of \$249,483 to build sidewalk and pathway improvements at prioritized locations within the city.

#### Action Item:

Approve the agreement with LHTAC for the Children Pedestrian Safety project and authorize the Mayor and City Clerk to sign the documents (or take other action deemed appropriate).

Attachments: Idaho Falls 2022 CPS LHTAC Local Agreement.pdf

 Resolution - Adopting an Amended Engineering Design Policy Manual (EDPM) 21-654

City Council Meeting	Agenda	September 22, 2022
	City staff have updated the previously adopted set of design policies referrences recommend it in order to provide developers and city staff criteria to aid the infrastructure projects to successful completion. The proposed revisions we September 6, 2022, Work Session.	nem in bringing public
	Action Item:	tion for Mover and City

Approve the resolution adopting an amended EDPM and provide authorization for Mayor and City Clerk to sign the document (or take other action deemed appropriate).

Attachments: Resolution - Amended Engineering Design Policy Manual 9.14.22.pdf Design Policy Manual 2022 REVISIONS.pdf

4)Resolution - Adopting Revised Amendments to the 2020 Edition of the21-633Idaho Standards for Public Works Construction (ISPWC)

City staff has identified needed modifications to the previously adopted city amendments to the 2020 edition of the ISPWC and recommend Council adoption. The proposed changes were discussed at the September 6, 2022, Work Session.

#### Action Item:

Approval of the resolution adopting revised amendments to the 2020 edition of the ISPWC and authorization for Mayor and City Clerk to sign the document (or take other action deemed appropriate).

Attachments: Resolution - Revised 2020 ISPWC 9.14.22.pdf Standard Drawings and Specs 2022 REVISIONS.pdf

#### C. Community Development Services

1)Final Plat, Development Agreement, and Reasoned Statement of<br/>Relevant Criteria and Standards, Caribou Crossing Townhomes.21-644

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Caribou Crossing Townhomes. The Planning and Zoning Commission considered this item at its June 7, 2022, meeting and unanimously voted to recommend approval as presented. Staff concurs with this recommendation.

#### Action Item:

1. Approve the Development Agreement for the Final Plat for Caribou Crossing Townhomes and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept the Final Plat for Caribou Crossing Townhomes and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Caribou Crossing Townhomes and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments:	Zoning Map
	Aerial
	Final Plat
	Staff Report
	PC Minutes
	Reasoned Statement
	Development Agreement

## 2) Resolution approving the Eligibility Report for the Anderson Bush Urban Renewal District

21-658

Attached is a resolution approving the Eligibility Report for the Anderson Bush Urban Renewal District. This is the first step required by Idaho Statute in creating a new urban renewal district. The report reviews the criteria for establishing a district and determines which of the criteria are met for the site. The statute requires that only one of the criteria be met. If the Council approves the report, the Idaho Falls Redevelopment Agency (IFRA) will then be authorized to draft an urban renewal district plan, which will also come back for Council approval. The IFRA board reviewed this report on August 25, 2022 and approved the document. It is now being presented for Council approval.

#### Action Item:

Approve the Resolution approving the Eligibility Report for the Anderson Bush Urban Renewal District and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: CC Resolution Approving Anderson Bush District Eligibility Report.docx Agency Resolution Anderson Bush Eligibility Report.pdf Anderson-Bush Eligibility Study 8-16-22.pdf

## Bectric Line Extension Fee Waiver Request for Black Feather Apartments

Attached is the request from Blacktail West, LLC to waive \$26,560 of electric line extension fees. Total fees for the project are anticipated to be \$132,800 with the labor portion being \$53,120. The resolution authorizing the waiver program allows a waiver of up to 50 percent of the labor costs. The project is located within the area recently authorized for the waiver. Staff recommends approval of the fee waiver request.

#### Action Item:

Approve the request to waive \$26,560 of the estimated electric line extension fees for the Black Feather Apartments project (or take other action deemed appropriate).

Attachments: Electric Line Extension Fee Waiver Request.pdf Fee Estimates

4) Quasi-Judicial Public Hearing-Request for Reconsideration of the decision to deny the application for rezoning from R2, Mixed Residential to R3, Multiple Dwelling Residential for the property located 21-643

#### at 1315 Presto Street.

Attached is the appeal application for the rezone of 1315 Presto Street. Although this is a quasi-judicial hearing, there are two differences from typical hearings. First, only the applicant or their representative who requested the reconsideration may provide comment during the hearing. It is not an open hearing for anyone who may wish to speak. Second, only the existing record can be reviewed and considered. No new evidence may be introduced.

The following is a chronology of events regarding the rezone and subsequent request for reconsideration and appeal.

- On July 5, 2022, the Planning and Zoning Commission recommended to the City Council, by a 3 to 1 vote, denial of the rezone request to R3, Multiple Dwelling Residential.
- On August 11, 2022, the City Council unanimously voted to deny the rezone from R2, Mixed Residential to R3, Multiple Dwelling Residential.
  - On August 26, 2022, a request for reconsideration of the decision was filed with the Planning Division.

#### Action Item:

To [affirm, modify, or reverse] the decision of the City Council to deny the rezone from R2, Mixed Residential to R3, Multiple Dwelling Residential (or take other action deemed appropriate).

Attachments:	Application for Appeal
	Zoning Map
	Aerial
	Comp Plan Map
	REZONE MAP - PROPOSE REZONE TO R3
	Airport Land Use
	Airport HL
	Signed Reasoned Statement
	Staff Report R2 to R3
	PC Minutes
	Neighborhood Meeting

#### 6. Announcements.

7. Adjournment.



## Memorandum

File #: 21-641	City Council Meeting
FROM: DATE: DEPARTMENT:	Rick Cloutier, IDA Director Thursday, September 22, 2022 Airport
Subject Approval of Plar	ning Phase for Air Traffic Control Tower Siting
Council Action	Desired

### □ Ordinance □ Resolution ⊠ Other Action (Approval, Authorization, Ratification, etc.)

Approve the attached Professional Services Agreement with T-O Engineers for the federally funded site location project for the new Air Traffic Control Tower and authorize the Mayor to execute the agreement (or take other action deemed appropriate).

□ Public Hearing

#### **Description, Background Information & Purpose**

The existing Air Traffic Control Tower at the airport was constructed in the 1960s and has reached the end of the it's useful life. The tower must be replaced. With specifically allocated federal funding for Air Traffic Control Towers, the Airport requests approval to begin the siting study. The planning phase of the siting study will be conducted by T-O Engineers and its subconsultants for a cost of \$186,128.18 which will be 100% funded through the FAA.

#### Alignment with City & Department Planning Objectives



This project supports the reliable public infrastructure and transportation community-oriented result by creating a safe and secure airport for users of the airport.

#### Interdepartmental Coordination

Not applicable.

#### **Fiscal Impact**

#### File #: 21-641

### **City Council Meeting**

This study is fully funded by the FAA Airport Improvement Program.

#### Legal Review

Click or tap here to enter text.



## WORK ORDER 22-04 IDAHO FALLS REGIONAL AIRPORT (IDA) IDAHO FALLS, IDAHO

## **AIR TRAFFIC CONTROL TOWER (ATCT) SITING**

This Work Order shall be attached to, made a part of, and incorporated by reference into a Master Professional Services Agreement between the City of Idaho Falls and T-O Engineers, Inc., dated April 2019.

#### SCOPE OF PROFESSIONAL SERVICES:

The Scope of Work dated August 8, 2022 for this effort is attached as Exhibit A. This document describes the anticipated work effort and schedule in detail.

#### FEES:

Fees for services provided under this Work Order will be determined and billed on a Lump Sum basis as follows:

٠	Task 1-8 (Lump Sum)	<u>\$186,128.18</u>
٠	Total Fee:	\$186,128.18

Fees have been calculated using Consultant's current Fee Schedule. A detailed Fee Proposal dated August 17, 2022 is attached as Exhibit B.



IN WITNESS WHEREOF, Client and Consultant have made and executed this WORK ORDER 22-04 to the AGREEMENT the day and year first above written.

FOR: IDAHO FALLS REGIONAL AIRPORT

By:	Rebecca Casper
•	

Title: City of Idaho Falls Mayor

Date:

FOR: T-O ENGINEERS, INC.

Ву: \_\_\_\_\_

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

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

Exhibit A – Scope of Work



## WORK ORDER 22-04 EXHIBIT A – SCOPE OF WORK IDAHO FALLS REGIONAL AIRPORT (IDA) IDAHO FALLS, IDAHO AIR TRAFFIC CONTROL TOWER (ATCT) SITING

#### **INTRODUCTION**

The Idaho Falls Regional Airport (IDA, Airport, or Owner) is located in and owned by the City of Idaho Falls, Idaho. The Airport serves Eastern Idaho, Southern Montana, and Western Wyoming. The Airport also serves as an access point to multiple tourist destinations including Yellowstone National Park, Grand Teton National Park, Jackson Hole, Wyoming, and Sun Valley, Idaho.

The existing Air Traffic Control Tower (ATCT) is a Federal Contract Tower (FCT) and is owned by the airport. The ATCT was constructed in the 1960s as part of the original terminal construction. The existing ATCT is in need of replacement due to a variety of factors including its age, condition, and location inside the terminal building. The airport plans to relocate the ATCT outside of the terminal building to provide additional space for future terminal expansion. ATCT sites have been studied in the past as part of previous planning studies. This siting study will review previous sites and select up to three sites for the formal FAA siting process. This study will also include coordination with the FAA for two Reimbursable Agreements (RAs) required as part of the FAA ATCT siting process. It is anticipated that an Environmental Assessment will be required after ATCT siting is complete and prior to design. The ATCT Siting Report will include a review of environmental impact categories to assist in selection of the preferred site. The ATCT Siting Report will be prepared by CTBX Aviation, a subconsultant to T-O Engineers.

Work associated with the above tasks is eligible for reimbursement from FAA/AIP grant funds following the execution of the Grant. All work will be accomplished in accordance with FAA guidance. This project has been selected for an FAA Bipartisan Infrastructure Law (BIL) ATCT grant. It is anticipated this grant will fund 100% of eligible project costs.

#### SCOPE OF PROFESSIONAL SERVICES

The following outlines the Scope of Work and services to be provided as part of this planning study. The following sections provide a narrative description of the effort and tasks associated with each task:

- Administration
- Planning
- Closeout
- FAA Grant Administration

#### **AVAILABLE INFORMATION:**

- IDA Terminal Expansion plans from 1978, 2001, 2012, 2018 and 2020 prepared by various consultants.
- Design, construction and as-constructed drawings, survey data and geotechnical information from AIP 3-16-0018-028, 029, 036. 039, 040, 043, 044, 045, 046, 047, 050, and 051 projects,



prepared by T-O Engineers.

- Master Plan and Airport Layout Plan (ALP) drawings prepared by Armstrong Consultants, 2010.
- Master Plan and Airport Layout Plan (ALP) drawings being prepared by T-O Engineers, TBD.

#### TASK 1 - ADMINISTRATION

This task includes the following general administrative services:

- 1.1 Coordinate with Owner to evaluate scope, budget and approach to project. Travel to and meet with the Airport to discuss the project scope and approach.
- 1.2 Prepare a Work Order, including a detailed Scope of Work. Review the Scope with Owner and FAA and modify as necessary, based on comments received. The Work Order shall also include a detailed cost proposal based on estimates of professional service man hours, hourly rates and lump sum costs required to accomplish the design development and construction administration of the work.
- 1.3 Provide Scope of Work and blank cost proposal spreadsheet to Owner for use in obtaining an Independent Fee Estimator for review. One teleconference is anticipated to describe and discuss the project scope.
- 1.4 Administer subconsultant contracts and coordinate delivery of work products. It is anticipated that subconsultant services will be required in the following fields:
  - 1.4.1 Survey: The services of a surveying subconsultant will be required to collect topographic data for ATCT siting. Existing topographic information will be required for the pavement, existing ground, drainage, and utilities throughout the project site.
  - 1.4.2 ATCT Siting: The services of a subconsultant will be required to analyze and prepare the ATCT Siting Analysis. The subconsultant shall visit the project site in coordination with the Project Manager and Project Engineer. The subconsultant shall analyze all sites and prepare a preliminary and final ATCT Siting Report. See attached subconsultant SOW.
- 1.5 Advise and coordinate with Owner and FAA through the Phase 1 tasks.
- 1.6 Project management and administration to include monthly cost accounting and budget analysis, invoicing and monitoring of project progress.

#### TASK 2 – PLANNING AND FORMULATION

This task will include collection of Sponsor-provided existing pertinent data, investigations, and surveys. This task includes a Site Visit by all members of the project team.

2.1 Prepare for and participate in a pre-design conference with FAA personnel and the Owner. This conference shall be conducted according to current guidance from the FAA Northwest Mountain Region. The conference will take place via conference call. After the meeting, prepare notes to document what was discussed.



- 2.2 Review previous survey data available at the airport with project surveyor and CTBX Aviation to determine additional survey required.
- 2.3 Coordinate field survey with airport. It is assumed the field survey can be completed around over a period of 3 days.
- 2.4 Coordinate ATCT site visit with Airport. Attend kickoff meeting at airport with CTBX and airport staff.
- 2.5 Prepare and attend up to six (6) teleconferences with FAA personnel to discuss and facilitate the ATCT Siting Process.
- 2.6 Analyze utilities in the vicinity of ATCT sites and provide schematic design of required utilities. It is anticipated required utilities will include water, sewer, power, gas, and telecommunications.
- 2.7 Assist airport with coordination, review, and processing of two (2) separate reimbursable agreements for ATCT Siting.
- 2.8 Review ATCT sites regarding FAA environmental impact categories in accordance with Advisory Circular 1050.1 F.
- 2.9 Coordinate with City of Idaho Falls Planning Department for permitting requirements for relocation of the ATCT and any potential issues with the ATCT sites.
- 2.10 Assist CTBX with preparation of cost estimates for each of the three (3) ATCT sites.
- 2.11 Review draft ATCT Siting Report with CTBX Aviation and Airport and provide comments.
- 2.12 Prepare three (3) 7460s for each of the ATCT sites and submit to FAA for review. Provide additional information to support the 7460s as requested.
- 2.13 Coordinate with FAA through formal siting process. Answer questions and requests for information from the FAA to facilitate ATCT siting.
- 2.14 Review final ATCT Siting Report with CTBX Aviation and Airport and provide comments.
- 2.15 Coordinate internally with T-O staff and subconsultants during this phase of the project to discuss key aspects of the design of each alternative and conduct an internal review of all items produced in this Phase.
- 2.16 Travel time required for Phase 2 tasks. Anticipate 1 round trip with two members of the project team.

TASK 3 – PRELIMINARY DESIGN

Not included at this time.



#### TASK 4 – FINAL DESIGN

Not included at this time.

TASK 5 – BIDDING Not included at this time.

#### **TASK 6 – CONSTRUCTION**

Not included at this time.

#### TASK 7 – CLOSEOUT

Task 7 shall consist of project closeout and documentation services. Services shall include the following tasks:

- 7.1 Document the Project work and accomplishments for the projects in a Final Closeout Report in accordance with FAA guidelines, including final SF 271 and SF 425.
- 7.2 Assist Owner with overall budget status analysis and reports, closeout documentation review, and coordination with the FAA, as requested by the Owner. Assist in preparation of required project closeout certifications.

#### TASK 8 – FAA GRANT ADMINISTRATION

This task includes the following FAA AIP Grant Administration services.

- 8.1 Prepare a BIL Infrastructure application and review with airport. Revise BIL application with comments from airport and assist in submittal through FAA portal.
- 8.2 Assist the Owner with Grant Administration tasks.
  - 8.2.1 Prepare a Grant Application for submittal to FAA. Update the Grant Application for FAA-AIP funding. Assist Owner in coordination of Grant Application submittal and process.
  - 8.2.2 Assist the Owner to prepare and process required certifications for submittal to the FAA.
  - 8.2.3 Assist the Owner with preparation of annual SF 271 and SF 425 forms.
  - 8.2.4 Assist the Owner with quarterly performance reports in accordance with Table 5-16 of FAA Order 5100.38D.
  - 8.2.5 Provide periodic project budget updates to Owner during prosecution of the work.
  - 8.2.6 Assist the Owner with Disadvantaged Business Enterprise (DBE) annual reporting.
  - 8.3 Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions concerning Contractor's wage rates and interview forms as required.

End of Scope

Exhibit B – Fee Proposal

ATCT S Work O	alls Regional Airport iting and Coordination rder 22-04 Vorksheet													E	16-0018-0XX Exhibit B Basis of Cost Just 17, 2022
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Taala	Description	Deix						nnel Ho	-	014		A .1	Tatal		Lahan Caat
Task	Description	Prin	PM	PE	DE	EIT	CM	EPM	EP	SM	Surv	Adm. \$29	Total		Labor Cost
		\$89	\$67	\$48	\$37	\$35	\$44	\$47	\$35	\$56	\$35	\$Z9	Hours		
Task 1 - (	Contract Administration														
1.1	Scope of Work	1	12	4									17	\$	1,080.69
1.2	Work Order	1	4									2	7	\$	412.61
1.3	Independent Fee Estimate		2	4									6	\$	325.94
1.4	Subconsultant Administration													\$	-
1.4.1	Survey		2	4								2	8	\$	383.34
1.4.2	ATCT Siting	1	8	12			1					2	23	\$	1,257.25
1.5	Advise and Coordinate with Owner and FAA		4	4	1		1	l			l		8	\$	459.12
1.6	Project Management & Administration		16									12	28	\$	1,409.84
Subtotal,		3	48	28	0	0	0	0	0	0	0	18	97	\$	5,328.79
Task 2 - F	Planning and Formulation														
2.1	Predesign Conference		2	2									4	\$	229.56
2.2	Survey Data Review		4	8			1			8			20	\$	1,097.08
2.3	Field Survey Coordination		2	4									6	\$	325.94
2.4	ATCT Site Visit		8	8									16	\$	918.24
2.5	FAA Teleconferences		14	14									28	\$	1,606.92
2.6	Site Utility Analysis and Feasibility		2	4	8	24							38	\$	1,464.50
2.7	Coordinate Reimbursable Agreements		8	12									20	\$	1,111.00
2.8	Review Sites for FAA Environmental		2	4				8	24				38	\$	1,545.22
2.9	Coordinate with City Planning for Permitting Requirements		4	8									12	\$	651.88
2.10	Prepare Cost Estimates		4	8	16								28	\$	1,249.96
2.11	Review Draft Siting Report		12	16				4					32	\$	1,760.00
2.12	Prepare 7460s for Final Sites		2	6	18								26	\$	1,095.16
2.13	Coordinate with FAA ATCT Siting Team		16	16									32	\$	1,836.48
2.14	Review Final ATCT Siting Report		8	12									20	\$	1,111.00
2.15	Internal Coordination		4	4	4	4		4		2			22	\$	1,049.74
2.17	Coordination with FAA and Owner		8	8									16	\$	918.24
2.18	Travel Time - Task 2		10	10									20	\$	1,147.80
Subtotal,		0	110	144	46	28	0	16	24	10	0	0	378	\$	19,118.72
Task 3 - F	Preliminary Design														
	Not Included At This Time												0	\$	-
Subtotal,		0	0	0	0	0	0	0	0	0	0	0	0	\$	-
Task 4 - F	Final Design														
	Not Included At This Time												0	\$	-
Subtotal,		0	0	0	0	0	0	0	0	0	0	0	0	\$	-
Task 5 - E															
	Not Included At This Time												0	\$	-
Subtotal,	Task 5	0	0	0	0	0	0	0	0	0	0	0	0	\$	-
Tas <u>k 6 - (</u>	Construction Administration														
	Not Included At This Time												0	\$	-
Subtotal,	Task 6	0	0	0	0	0	0	0	0	0	0	0	0	\$	-

Page B-1

ATCT Si Work Oi	alls Regional Airport iting and Coordination rder 22-04 Vorksheet												A	l	-16-0018-0XX Exhibit B Basis of Cost gust 17, 2022
		Personnel Hourly													
Task	Description	Prin	PM	PE	DE	EIT	CM	EPM	EP	SM	Surv	Adm.	Total		Labor Cost
		\$89	\$67	\$48	\$37	\$35	\$44	\$47	\$35	\$56	\$35	\$29	Hours		
Task 7 - C	Closeout														
7.1	Final Closeout Report		2	8	16								26	\$	1,116.78
7.2	Closeout Documentation and Coordination		2	2									4	\$	229.56
Subtotal,	Task 7	0	4	10	16	0	0	0	0	0	0	0	30	\$	1,346.34
Task 8 - A	Additional Services														
8.1	Grant Administration Tasks													1	
8.1.1	Prepare BIL Application		8	4									12	\$	725.48
8.1.2	Prepare AIP Grant Application		2	4		8							14	\$	605.78
8.1.3	Sponsor Certifications		1	2		4							7	\$	302.89
8.1.4	SF 271 & SF 425		1	2		4							7	\$	302.89
8.1.5	Quarterly Performance Reports	1	2	4									6	\$	325.94
8.1.6	Budget Updates		2	2									4	\$	229.56
8.1.7	Disadvantaged Business Enterprise Annual Reporting		2	12									14	\$	711.46
8.3 Audit Coordination			2	2									4	\$	229.56
Subtotal,	Task 8	0	20	32	0	16	0	0	0	0	0	0	68	\$	3,433.56
Total, Tas	sks 1-8	3	182	214	62	44	0	16	24	10	0	18	573	\$	29,227.41

## Idaho Falls Regional Airport ATCT Siting and Coordination Work Order 22-04 Fee Summary

### AIP 3-16-0018-0XX Exhibit B Basis of Cost Analysis August 17, 2022

## Tasks 1-8 (Lump Sum)

Classificat		Hours	Rate/Hour	Cost	
Prin	Principal	3	\$88.85	\$266.5	
РМ	Project Manager	182	\$66.59	\$12,119.3	
PE	Project Engineer	214	\$48.19	\$10,312.6	
DE	Design Engineer	62	\$37.38	\$2,317.5	
EIT	Engineer-In-Training	44	\$34.98	\$1,539.1	
СМ	Construction Manager/Specifier	0	\$44.47	\$0.0	
EPM	Environmental Project Manager	16	\$47.47	\$759.5	
EP	GIS Technician	24	\$34.98	\$839.5	
SM	Survey Manager	10	\$55.65	\$556.5	
Surv	Surveyor	0	\$34.52	\$0.0	
Adm.	Administrative Assistant	18	\$28.70	\$516.6	
Totals:		573		\$29,227.4	
		Ove	rhead	\$36,955.1	
		D	ofit	\$16,545.	
		FI	one	φιο,οιοιο	
			Labor	\$82,728.1	
. Subconsu	Itant Fees				
. Subconsu				\$82,728.1	
				\$82,728.1 \$90,000.0	
Survey Assumption	g n of Risk			\$82,728.1 \$90,000.0 \$7,000.0	
ATCT Siting Survey Assumptior	g			\$82,728.1 \$90,000.0 \$7,000.0 \$4,850.0	
ATCT Siting Survey Assumption Subtotal, S	g n of Risk Subconsultant Fees:			\$82,728.1 \$90,000.0 \$7,000.0 \$4,850.0	
ATCT Siting Survey Assumptior Subtotal, S . Reimbursa	g of Risk Subconsultant Fees: Ible Expenses	Total	Labor	\$82,728.1 \$90,000.0 \$7,000.0 \$4,850.0 \$101,850.0	
ATCT Siting Survey Assumptior Subtotal, S . Reimbursa Description	g o of Risk Subconsultant Fees: Ible Expenses		Labor	\$82,728.1 \$90,000.0 \$7,000.0 \$4,850.0 \$101,850.0 Cost	
ATCT Siting Survey Assumption Subtotal, S Reimbursa Description Vehicle Tra	g o of Risk Subconsultant Fees: Ible Expenses Ivel (Per Mile)	Total	Labor	\$82,728.1 \$90,000.0 \$7,000.0 \$4,850.0 \$101,850.0 Cost \$390.0	
ATCT Siting Survey Assumption <b>Subtotal, S</b> <b>Reimbursa</b> Description Vehicle Tra Lodging (Po	g n of Risk Subconsultant Fees: Ible Expenses Ivel (Per Mile) er Night)	Total	Labor Unit Cost	\$82,728.1 \$90,000.0 \$7,000.0 \$4,850.0 <b>\$101,850.0</b> Cost \$390.0 \$300.0	
ATCT Siting Survey Assumption <b>Subtotal, S</b> <b>Reimbursa</b> Description Vehicle Tra Lodging (Pe Airline Trav	g n of Risk Subconsultant Fees: Ible Expenses Ivel (Per Mile) er Night) rel (Per Roundtrip)	Total Number 600	Labor	\$82,728.1 \$90,000.0 \$7,000.0 \$4,850.0 <b>\$101,850.0</b> Cost \$390.0 \$300.0 \$300.0 \$0.0	
ATCT Siting Survey Assumption <b>Subtotal, S</b> <b>Reimbursa</b> Description Vehicle Tra Lodging (Pe Airline Trav Per Diem (f	g n of Risk Subconsultant Fees: uble Expenses evel (Per Mile) er Night) rel (Per Roundtrip) Per Day)	Total Number 600 2	Labor	\$82,728.1 \$90,000.0 \$7,000.0 \$4,850.0 <b>\$101,850.0</b> \$101,850.0 \$390.0 \$300.0 \$300.0 \$260.0	
ATCT Siting Survey Assumption Subtotal, S . Reimbursa Description Vehicle Tra Lodging (Pe Airline Trav Per Diem (F Meals (Lum	g n of Risk Subconsultant Fees: Ible Expenses Ivel (Per Mile) er Night) rel (Per Roundtrip) Per Day) np Sum)	Total Number 600 2 0	Labor	\$82,728.1 \$90,000.0 \$7,000.0 \$4,850.0 <b>\$101,850.0</b> \$101,850.0 \$390.0 \$390.0 \$300.0 \$260.0 \$0.0	
ATCT Siting Survey Assumption <b>Subtotal, S</b> <b>Reimbursa</b> Description Vehicle Tra Lodging (Pe Airline Trav Per Diem (I Meals (Lum Document I	g n of Risk Subconsultant Fees: suble Expenses evel (Per Mile) er Night) rel (Per Roundtrip) Per Day) np Sum) Reproduction (Lump Sum)	Number600204	Labor	\$82,728.1 \$90,000.0 \$7,000.0 \$4,850.0 <b>\$101,850.0</b> \$101,850.0 \$390.0 \$300.0 \$300.0 \$260.0	
ATCT Siting Survey Assumption <b>Subtotal, S</b> <b>Reimbursa</b> Description Vehicle Tra Lodging (Pe Airline Trav Per Diem (F Meals (Lum Document I Phone, Fax	g n of Risk Subconsultant Fees: Ible Expenses Ivel (Per Mile) er Night) rel (Per Roundtrip) Per Day) np Sum)	Number600204	Labor	\$82,728.1 \$90,000.0 \$7,000.0 \$4,850.0 <b>\$101,850.0</b> \$101,850.0 \$390.0 \$390.0 \$300.0 \$260.0 \$0.0	



## Memorandum

#### File #: 21-652

**City Council Meeting** 

# FROM:Chris H FredericksenDATE:Thursday, September 15, 2022DEPARTMENT:Public Works

#### Subject

Bid Award - South Boulevard and 17th Street Culvert

#### **Council Action Desired**

□ Ordinance

Resolution

□ Public Hearing

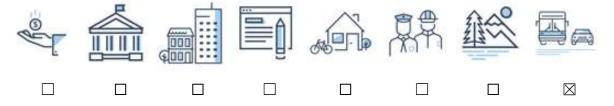
⊠ Other Action (Approval, Authorization, Ratification, etc.)

Approve the plans and specifications, award to the lowest responsive, responsible bidder, Knife River Corporation, in an amount of \$327,927.00 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, September 14, 2022, bids were received and opened for the South Boulevard & 17th Street Culvert project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into a contract with the lowest bidder to extend the culvert and adjust the traffic signal pole location on the northeast corner of this intersection. These improvements will help provide better pedestrian accommodation and turning radius for westbound traffic turning north.

#### Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable public infrastructure and transportation by investing in the maintenance of our street network.

#### Interdepartmental Coordination

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

#### **Fiscal Impact**

#### File #: 21-652

#### **City Council Meeting**

Cost allocations for this project will come from the Bridge and Arterial Street Fund and the Traffic Signal Improvement Fund. Sufficient funding and budget authority exist for completion of the proposed improvements.

#### Legal Review

The City Attorney's Office has reviewed the bid process and concurs that the desired Council action is within Idaho State Statute.

2-38-19-4-STR-2020-10 2022-066

		City of Idaho Falls Engineering Division Bid Tabulation										
Project: Submitted:	SOUTH BOULEVARD Kent J. Fugal, P.E. PTC	& 17TH STREET CULVERT DE	Number: Date:		-19-4-STR-2020- ember 14, 2022	10						
Item Number	Reference Number	Description	Estimated	Unit	Engineer's Estimate		Knife River C	orporation	JM Conc	rete Inc.	HK Contra	ctors, Inc.
item Number	Reference Number	Description	Quantity	Unit	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 Sidewalk		SY	\$30.00	\$2,460.00	\$15.00	\$1,230.00	\$50.00	\$4,100.00	\$24.00	\$1,968.00
2.02	201.4.1.E.1	Removal of Curb & Gutter	114	LF	\$20.00	\$2,280.00	\$7.00	\$798.00	\$10.00	\$1,140.00	\$17.00	\$1,938.00
		DIVISION 300 - TRENCHING										
3.01	307.4.1.G.1	Type "P" Surface Restoration (Asphalt Roadway)	95	SY	\$75.00	\$7,125.00	\$126.00	\$11,970.00	\$70.00	\$6,650.00	\$104.00	\$9,880.00
		DIVISION 700 - CONCRETE										
7.01		Curb and Gutter, Type Standard		LF	\$60.00	\$6,420.00	\$81.00	\$8,667.00	\$45.00	\$4,815.00	\$78.00	\$8,346.00
7.02	706.4.1.E.1	Concrete Sidewalks, thickness 7"	114	SY	\$130.00	\$14,820.00	\$175.00	\$19,950.00	\$150.00	\$17,100.00	\$185.00	\$21,090.00
		DIVISION 1100 - TRAFFIC SIGNALS & STREET LIGHTING	1									
11.01	1101.4.1.A.1	Traffic Signal	1	LS	\$60,000.00	\$60,000.00	\$111,000.00	\$111,000.00	\$140,000.00	\$140,000.00	\$212,500.00	\$212,500.00
11.02	1104.4.1.B.1	Thermoplastic Pavement Markings	413	SF	\$8.00	\$3,304.00	\$19.00	\$7,847.00	\$10.00	\$4,130.00	\$23.00	\$9,499.00
		DIVISION 2000 - MISCELLANEOUS	1 .							•···		
20.01	2010.4.1.A.1	Mobilization		LS	\$30,000.00	\$30,000.00	\$72,750.00	\$72,750.00	\$14,255.00	\$14,255.00	\$162,732.00	\$162,732.00
20.02	2080.4.1.A.1	Handrail	29	LF	\$100.00	\$2,900.00	\$235.00	\$6,815.00	\$40.00	\$1,160.00	\$170.00	\$4,930.00
0.5.4	00707	SPECIAL PROVISIONS			<b>0</b> 100 000 00	<b>*</b> 4 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	<u> </u>	<b>*</b> ***	<b>A</b> 470 000 00	A 170 000 00	<u></u>	<b>.</b>
SP-1	S0707	Reinforced Concrete Culvert Extension, Cast-In-Place	1	LS	\$100,000.00		\$86,000.00	\$86,000.00	\$178,000.00	\$178,000.00	\$404,300.00	\$404,300.00
SP-2	S1150	Remove & Replace Sign	1 1	EA	\$500.00	\$500.00	\$900.00	\$900.00	\$500.00	\$500.00	\$1,200.00	\$1,200.00
		TOTAL				\$229,809.00		\$327,927.00		\$371,850.00		\$838,383.00

# S BOULEVARD & 17TH STREET CULVERT PROJECT # 2-38-19-4-STR-2020-10

IDAHO FALLS



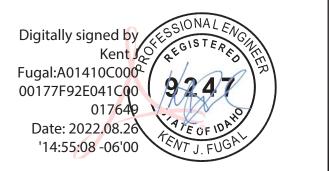
## MAYOR REBECCA L. NOAH CASPER <u>CITY COUNCIL</u>

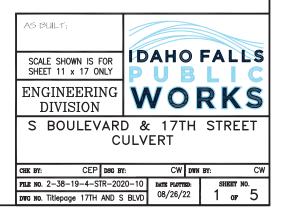
MICHELLE ZIEL-DINGMAN LISA BURTENSHAW THOMAS HALLY JIM FRANCIS JOHN B. RADFORD JIM FREEMAN

## ENGINEERING DIVISION

**<u>PUBLIC WORKS DIRECTOR</u>** CHRIS H FREDERICKSEN, P.E. CITY ENGINEER KENT J. FUGAL, P.E., PTOE

2022







## Memorandum

#### File #: 21-653

**City Council Meeting** 

# FROM:Chris H FredericksenDATE:Thursday, September 15, 2022DEPARTMENT:Public Works

#### Subject

Bid Award - Sewer Line Rehabilitation 2023

#### **Council Action Desired**

□ Ordinance	ć
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Resolution

□ Public Hearing

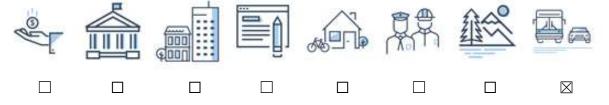
☑ Other Action (Approval, Authorization, Ratification, etc.)

Approve the plans and specifications, award to the lowest responsive, responsible bidder, Planned and Engineered Construction, Inc., in an amount of \$342,950.00 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 Wednesday, September 14, 2022, bids were received and opened for the Sewer Line Rehabilitation 2023 project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into a contract with the lowest bidder to perform sewer lining at prioritized locations throughout the city.

#### Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable public infrastructure by investing in the maintenance of our sewer system.

#### Interdepartmental Coordination

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

#### **Fiscal Impact**

Cost allocations for this project will come from the Wastewater Division and sufficient funding and budget authority exist for completion of the proposed improvements.

#### Legal Review

The City Attorney's office has reviewed the bid process and concurs that the Council action desired is within Idaho State Statute.

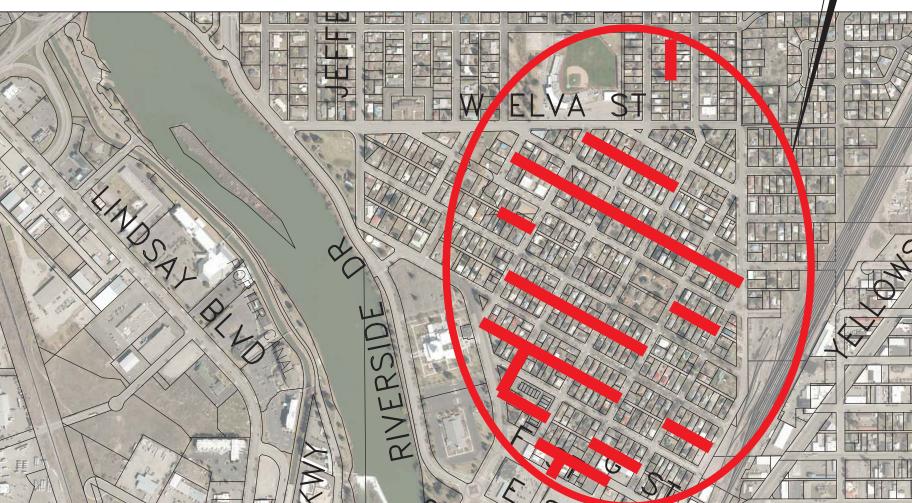
0-00-00-0-SWR-2023-05 2022-067

City	of	Idaho	Falls
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Engineering Division Bid Tabulation

		Bid Tabulation										
Project:	SEWER LINE REHABI	LITATION 2023	Number: 0-00-00-0-SWR-2023-05			3-05						
Submitted:	Kent J. Fugal, P.E., PT	OE	Date:	Septe	ember 14, 2022							
Item Number	tem Number Reference Number Description Estimated		Estimated	Unit	Engineer's	s Estimate	Planned and Enginee	ered Construction, Inc	Iron Horse Pipel	ne Services LLC	Instituform T	echnologies, LLC
Item Number	Reference Number	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
		DIVISION 500 - SEWER										
5.01	509.4.1.B.1.a	CIPP Liner, 8"	4,696	LF	\$55.00	\$258,280.00	\$42.00	\$197,232.00	\$50.00	\$234,800.00	\$45.00	\$211,320.00
5.02	509.4.1.B.1.b	CIPP Liner, 15"	734	LF	\$110.00	\$80,740.00	\$75.00	\$55,050.00	\$57.00	\$41,838.00	\$96.00	\$70,464.00
5.03	509.4.1.B.1.c	CIPP Liner, 18"	694	LF	\$130.00	\$90,220.00	\$90.00	\$62,460.00	\$69.00	\$47,886.00	\$142.00	\$98,548.00
5.04	509.4.1.C.1	Cut Off Protruding Services	9	EA	\$650.00	\$5,850.00	\$250.00	\$2,250.00	\$300.00	\$2,700.00	\$811.00	\$7,299.00
5.05	509.4.1.D.1	Reconnect Service Line	219	EA	\$200.00	\$43,800.00	\$50.00	\$10,950.00	\$150.00	\$32,850.00	\$81.00	\$17,739.00
5.06	509.4.1.E.1	Bypass Sewage Pumping	1	LS	\$25,000.00	\$25,000.00	\$15,008.00	\$15,008.00	\$20,000.00	\$20,000.00	\$6,052.00	\$6,052.00
		TOTAL				\$503,890.00		\$342,950.00		\$380,074.00		\$411,422.00

# SEWER LINE REHABILITATION 2023 PROJECT # 0-00-00-0-SWR-2023-05



MAYOR REBECCA L. NOAH CASPER **CITY COUNCIL** 

MICHELLE ZIEL-DINGMAN LISA BURTENSHAW THOMAS HALLY

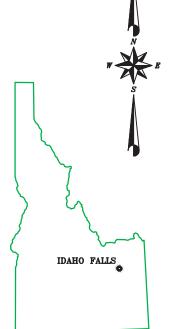
JIM FRANCIS JOHN B. RADFORD JIM FREEMAN

## **ENGINEERING DIVISION**

PUBLIC WORKS DIRECTOR CHRIS H FREDERICKSEN, P.E.

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

2022











## Memorandum

File #: 21-639	City Council Meeting					
FROM: DATE: DEPARTMENT:	Pam Alexander, Municipal Services Director Tuesday, September 13, 2022 Municipal Services					
Subject						

Comprehensive Annual Financial Audit Services for Fiscal Year Ending September 30, 2022

#### **Council Action Desired**

□ Ordinance

Resolution

Public Hearing

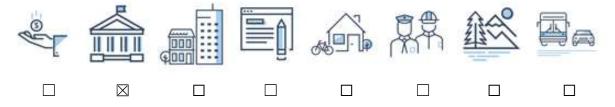
⊠ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve a professional services contract with Eide Bailly for comprehensive annual financial audit services for an estimated amount of \$135,825.00 (or take other action deemed appropriate).

#### Description, Background Information & Purpose

The purpose of this request is contract with Eide Bailly to provide certified public accounting annual financial auditing services to the City of Idaho Falls for the fiscal year ending September 30, 2022. The comprehensive annual financial audit services will include audit of the combined financial statements of the Electric Light and Fiber funds; review and issuance of the combined financial statements prepared by Eide Bailly; and audit of the combined financial statements. Eide Bailly also will audit compliance over major federal award programs as of and for fiscal year ending September 30, 2022.

#### Alignment with City & Department Planning Objectives



This request supports the good governance community-oriented result by fostering innovative and sound fiscal management and enables trust and transparency of public funds.

#### Interdepartmental Coordination

Review of the professional services contract and terms have been conducted with all necessary city departments to ensure coordination of audit activities.

#### File #: 21-639

#### **Fiscal Impact**

Funds for the comprehensive annual financial auditing services is within the 2022/23 Municipal Services, Finance division budget.

#### Legal Review

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



**CPAs & BUSINESS ADVISORS** 

August 25, 2022

City of Idaho Falls 308 Constitution Way Idaho Falls, Idaho 83402

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Idaho Falls as of September 30, 2022, and for the year then ended, and the related notes to the financial statements, which collectively comprise City of Idaho Falls' basic financial statements.

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that the supplementary information listed below be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on

the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Schedule of Employer's Share of Net Pension Liability (Asset)
- Schedule of Employer's Contributions

Supplementary information other than RSI will accompany City of Idaho Falls' basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and Individual Fund Statements and Schedules
- Schedule of Expenditures of Federal Awards
- Schedule of Passenger Facility Charges Collected and Expended

#### Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Letter of Transmittal
- Principal Officials
- Organization Chart
- Statistical Section

#### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or

oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

#### Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards appliable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with Government Auditing Standards, Uniform Guidance and/or any state or regulatory audit requirements we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures
  that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the
  effectiveness of the entity's internal control. However, we will communicate to you in writing
  concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of
  the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about [Client] 's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of City of Idaho Falls' basic financial statements. Our report will be addressed to the governing body of City of Idaho Falls. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

#### Audit of Major Program Compliance

Our audit of City of Idaho Falls' major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS [and, if applicable, in accordance with Government Auditing Standards, and/or any state or regulatory audit requirements], we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

#### **Management Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- 1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- 2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- 3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
- 4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
- 5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- 6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
- 7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
- 8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
- 9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- 10. For taking prompt action when instances of noncompliance are identified;
- 11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- 12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- 13. For submitting the reporting package and data collection form to the appropriate parties;
- 14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
- 15. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

- 16. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by us, including
  - i. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - ii. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report;
- 17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- 18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- 19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- 20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
- 21. For the accuracy and completeness of all information provided;
- 22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- 23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

# **Nonattest Services**

With respect to any nonattest services we perform, we agree to perform the following:

- Complete the auditee's portion of the Data Collection Form
- Prepare the combined financial statement for the Electric Light Fund and Fiber Fund
- Assist, as needed, with the implementation of GASB Statement No. 87, Leases. If assistance requested is significant, we will enter into a separate consulting engagement with a separate fee.
- Prepare the journal entry for the Net Pension Liability (Asset) amounts in accordance with GASB Statement No. 68

We will not assume management responsibilities on behalf of City of Idaho Falls. City of Idaho Falls' management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

City of Idaho Falls' management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

# **Fees and Timing**

Jodi Daugherty is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in early January 2023.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Invoices are payable upon presentation. We estimate that our fee for the audit will be \$77,000 and \$10,500 for the single audit of one major program. Additional major programs will be billed at \$7,500 - \$8,500 for each program. In addition, we estimate fees to be \$1,000 for the preparation of the journal entry in accordance with GASB Statement No. 68.

For the current year audit, we will need to perform first year auditing procedures surrounding the implementation of the new lease standard (GASB 87). First year audit procedures may include but are not limited to:

- Scouring of the detail general ledger for possible leases and imbedded leases to validate completion of the population identified by management;
- Review of identified lease contracts and possible lease contracts to validate management's assessments and conclusions;

- Review of management's calculation of leases on the balance sheet and income statement;
- Review of the accuracy and sufficiency of the new disclosures related to the new standard included by management.

At the time of the execution of this engagement letter, the AICPA has not published recommended auditing procedures surrounding the implementation of GASB 87 *Leases*. Those recommended procedures may be more or less extensive that the procedures outlined in the bullet points above. Due to the potential significance of audit procedures in the year of implementation, additional fees for testing of this implementation will be as follows:

First year audit procedures surroundingimplementation of GASB 87 (estimated 16-24 hours)\$2,240 to \$3,360

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use City of Idaho Falls' personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

The above estimated fee is based on certain assumptions, including the required assistance described above. To the extent that certain circumstances, including but not limited to those listed in **Appendix A**, arise during the engagement, our fee estimate may be significantly affected, and additional fees may be necessary. Additional services provided beyond the described scope of services will be billed separately.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information required to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

# **Other Matters**

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and nonfinancial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Mayor and City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

*Government Auditing Standards* require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

# MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Boise, Idaho. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

#### LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

#### LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

#### TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss or have not become aware of a possible Dispute.

#### **GOVERNING LAW AND VENUE**

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Minnesota law. Any unresolved Dispute shall be submitted to a federal or state court located in Minneapolis, Minnesota.

#### **ASSIGNMENTS PROHIBITED**

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,

Jodi Daugherty Partner

#### \*\*\*\*\*\*\*

#### **RESPONSE:**

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Idaho Falls by:

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

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

# APPENDIX A

City of Idaho Falls

Circumstances Affecting Timing and Fee Estimate

The estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. You hereby agree that we may charge you additional fees if our actual hours exceed our estimated hours by more than 10% in the event of unanticipated circumstances, including but not limited to those listed below. Additional hours due to the below will be billed at 75% of our standard hourly rates.

- 1. All requested schedules are not:
  - a. Provided by the individual assigned per the PBC list on the date requested to be provided as documented on the PBC list,
  - b. Mathematically correct, or
  - c. In agreement with the appropriate underlying records (e.g., general ledger accounts.
- If we leave the field with more than 25% of our work incomplete due to issues noted in #1 or other unforeseen issues, the remaining fieldwork will be rescheduled for another week that staffing is available at Eide Bailly. <u>If this week falls within the months of February through March, there will be a 15% increase in fees due to it being scheduled during our premium busy season.</u>
- 3. Weaknesses in the internal control structure or single audit findings that require us to expand our population and testing. Our fee estimate assumes that a test of 60 transactions is adequate to test compliance and controls over compliance. Expanding that population due to errors and findings could result in additional fee.
- 4. Significant new issues or unforeseen circumstances as follows:
  - a. New accounting issues or standards that require an unusual amount of time to resolve.
  - b. Changes or transactions that occur prior to the issuance of our report.
  - c. Changes in reporting entity.
  - d. Changes in accounting personnel, their responsibilities, or their availability.
  - e. Changes in auditing requirements set by regulators.
  - f. Changes in accounting systems, trial balance systems or significant changes to the chart of accounts.
- 5. A significant level of proposed audit adjustments identified during our audit.



**CPAs & BUSINESS ADVISORS** 

August 25, 2022

To the Mayor and City Council City of Idaho Falls Idaho Falls, Idaho

This letter is provided in connection with our engagement to audit the financial statements and to audit compliance over major federal award programs of City of Idaho Falls as of and for the year ended September 30, 2022. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit, the compliance audit, and the planned scope and timing of our audits, including significant risks we have identified.

#### **Our Responsibilities**

As stated in our engagement letter dated August 25, 2022, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), for the purpose of forming and expressing opinions on the financial statements and on major federal award program compliance. Our audits do not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the schedule of expenditures of federal awards is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether it is presented fairly in all material respects in relation to the financial statements as a whole.

#### Planned Scope of the Audit

Our audits will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit procedures will also include determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance.

Our audits will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, the risk of material noncompliance in the major federal award programs, and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion of the effectiveness of the entity's internal control over financial reporting. However, we will communicate to you at the conclusion of our audit, any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views related to qualitative aspects of the entity's significant accounting practices, include accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial report process.

Professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks." Although we are currently in the planning stage of our audit, we have preliminarily identified the following significant risks that require special audit consideration.

- Management override of controls
- Improper revenue recognition for both exchange and non-exchange revenue amounts
- Recording and reconciling of capital asset amounts

We expect to begin our audit in early January 2023.

This information is intended solely for the information and use of the Mayor and City Council and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

Fide Bailly LLP

Boise, Idaho



**CPAs & BUSINESS ADVISORS** 

August 25, 2022

City of Idaho Falls 308 Constitution Way Idaho Falls, Idaho 83402

The following represents our understanding of the services we will provide to City of Idaho Falls.

You have requested that we audit the combined financial statements of the Electric Light Fund and Fiber Fund (the Funds) of the City of Idaho Falls, as of September 30, 2022, and for the year then ended, and the related notes, which collectively comprise the Funds' combined financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the combined financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. You have communicated to us that you intend to omit the management discussion and analysis (MD&A). While the MD&A is required supplementary information as prescribed by governmental accounting standards, your election to omit it not result in a modification to our opinion on the financial statements. We will, however, include an emphasis of a matter paragraph in our auditor's report highlighting that the MD&A has been omitted. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Schedule of City's Share of the Net Pension Liability (Asset)
- Schedule of the City's Contributions

Supplementary information other than RSI will accompany the Funds' combined financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic

financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the combined financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the combined financial statements as a whole:

- Combining Schedule of Net Position
- Combining Schedule of Revenues, Expenses, and Changes in Net Position

### **Auditor Responsibilities**

We will conduct our audit in accordance with GAAS and in accordance with *Government Auditing Standards*. As part of an audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures
  that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the
  effectiveness of the entity's internal control. However, we will communicate to you in writing
  concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of
  the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Funds' ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

# **Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the combined financial statements are free of material misstatement, we will perform tests of the Funds' compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

# **Management Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit;
  - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- e. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- f. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- g. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited combined financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited combined financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

# **Nonattest Services**

With respect to any nonattest services, we agree to perform the following:

• Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you.

We will not assume management responsibilities on behalf of the Funds. The Funds' management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The Funds' management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

# Reporting

We will issue a written report upon completion of our audit of the Funds' combined financial statements. Our report will be addressed to the governing body of the Funds. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

#### Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be

responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

# Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Jodi Daugherty is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in January 2023.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Invoices are payable upon presentation. We estimate that our fee for the audit will be:

- Option 1 Review and issuance of the combined financial statements prepared by City staff \$ 3,150
- Option 2 Review and issuance of the combined financial statements prepared by Eide Bailly \$ 6,825

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information required to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental

agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the Mayor and City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

*Government Auditing Standards* require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

# MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Boise, Idaho. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

# LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

# LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

#### TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss or have not become aware of a possible Dispute.

#### **GOVERNING LAW AND VENUE**

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Idaho law. Any unresolved Dispute shall be submitted to a federal or state court located in Boise, Idaho.

#### **ASSIGNMENTS PROHIBITED**

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,

Jodi Daugherty Partner

\*\*\*\*\*\*\*

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Idaho Falls by:

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

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



**CPAs & BUSINESS ADVISORS** 

August 25, 2022

To the Mayor and City Council City of Idaho Falls Idaho Falls, Idaho

This letter is provided in connection with our engagement to audit the combined financial statements of the Electric Light Fund and Fiber Fund (the Funds) of the City of Idaho Falls as of and for the year ended September 30, 2022. Professional standards require that we communicate with you certain items including our responsibilities with regard to the combined financial statement audit and the planned scope and timing of our audit, including significant risks we have identified.

#### **Our Responsibilities**

As stated in our engagement letter dated August 25, 2022, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America in accordance with *Government Auditing Standards*, for the purpose of forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit does not relieve you or management of your respective responsibilities.

#### Planned Scope of the Audit

Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. However, we will communicate to you at the conclusion of our audit, any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views relating to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;

- Significant difficulties, if any, encountered during the audit;
- Disagreements with management, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks." Although we are currently in the planning stage of our audit, we have preliminarily identified the following significant risks that require special audit consideration.

- Management override of controls
- Improper revenue recognition for both exchange and non-exchange revenue amounts
- Recording and reconciling of capital asset amounts

We expect to begin our audit in January 2023.

This information is intended solely for the information and use of the Mayor and City Council and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

Each Bailly LLP

Boise, Idaho



# Memorandum

File #: 21-656	City Council Meeting				
FROM:	Kathy Hampton, City Clerk				
DATE:	Friday, September 16, 2022				
DEPARTMENT:	Municipal Services				
Subject Minutes from Cou	incil Meetings				
Council Action D	esired				
Ordinance	🗆 Resol	ution	Public Hearing		

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

#### **Description, Background Information & Purpose**

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

September 6, 2022 City Council Work Session; September 8, 2022 City Council Meeting; and September 12, 2022 County -City Coordination Conference

# Alignment with City & Department Planning Objectives



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

#### Interdepartmental Coordination

N/A

**Fiscal Impact** N/A

Legal Review N/A

The City Council of the City of Idaho Falls met in Council Work Session, Tuesday, September 6, 2022, 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 Councilor Thomas Hally Councilor Jim Freeman Councilor Jim Francis

Absent: Councilor John Radford Councilor Lisa Burtenshaw

Also present: Duane Nelson, Fire Chief Eric Day, Division Fire Chief Brad Cramer, Community Development Services Director Pamela Alexander, Municipal Services Director PJ Holm, Parks and Recreation Director Michael Kirkham, Assistant City Attorney Chris Fredericksen, Public Works Director Brian Cunningham, Public Works Civil Engineer Kathy Hampton, City Clerk

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

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

Mayor Casper distributed calendar items for September, noting the Policeman's Ball will be held October 7. She announced eight firefighters are currently deployed, the Idaho Falls Power (IFP) parking lot will be under construction on September 7, the City/County Meeting will be held on September 12, a tour of the Idaho Falls Auditorium District Event Center will occur September 30, she will distribute the recent legislative special session report to the councilmembers, a future City Council Work Session will include aggressive solicitation and noise ordinance items, the REDI's (Regional Economic Development for Eastern Idaho) "What's Up in Eastern Idaho" event will be held October 21, and open enrollment is currently happening for city employees' benefits. Mayor Casper stated a resolution to increase the delegated spending authority will be included on the September 8 City Council Meeting agenda.

#### Liaison Reports and Councilmember Concerns:

Council President Dingman stated the annual summer BBQ at the Idaho Falls Regional Airport will be held September 23.

Councilor Hally had no items to report.

Councilor Francis stated a Sister Cities picnic/gathering will be held September 15.

Councilor Freeman stated the Fire Prevention Block Party will be held September 29.

#### Fire Department/Q&A: Stryker360 Ambulance Equipment/Maintenance Purchase Agreement:

Chief Nelson stated this agreement will allow the Idaho Falls Fire Department (IFFD) to leverage equipment and capital purchases for numerous years. He briefly described the equipment. He reminded the council of the three ambulance purchases from the ARPA (American Rescue Plan Act of 2021) funds that would need approximately \$300,000 in equipment. Chief Nelson noted the IFFD is seeing 10-15% bi-annual increases to medical devices. He stated this agreement will be a master agreement for ten years utilizing the same amount of money annually to equip the entire fleet of ambulances. He also stated this agreement will upgrade and replace all equipment, typically around the five-year timeframe. He indicated the agreement would also include an up-front payment for equipment for the new ambulances. Per Councilor Freeman, Chief Nelson stated life packs were purchased in the previous year, this equipment is not included in the proposed agreement. He also stated the MERF (Municipal Equipment Replacement Fund) was increased by \$310,000 in this fiscal year so this would be funded through the MERF account in future years. This item will be included on the September 8 City Council Meeting agenda.

# Community Development Services/Review: Zoning Appeal Process:

Director Cramer stated an appeal for a request for reconsideration of a recent rezone denial will be included on the September 22 City Council Meeting agenda. He indicated only the applicant can speak during the public hearing who will point out the deficiencies, noting no new information can be introduced. Director Cramer reviewed the appeal process, explaining what course the applicant has per the council to affirm, reverse, or modify the decision. Comments followed regarding the statements included in the Reasoned Statement of Relevant Criteria and Standards, the Comprehensive Plan, and discussion of disclosure.

# Community Development Services and Municipal Services/Discussion: Impact Fee Waiver Request:

Mayor Casper reminded the council of the ordinance approved earlier in the year regarding impact fees, noting the ordinance allows impact fees to be waived. Director Alexander stated the city received a request for impact fee waiver for Blacktail West LLC dba Tailwater Development for the development of 151 of affordable multi-family housing units along West Anderson Street (Black Feather Apartments) in the amount of \$444,439. She reviewed the assessed impact fees for development of 156 units, totaling \$459,147, noting four units would not be eligible for the waiver request. Director Cramer described the location as the vacant field west of A.H. Bush Elementary and east of US20, noting the proposed development is on the southern half of the property as the northern half of the property may be used for the proposed US20 connector project. Director Alexander reviewed City Code 10-8-8 C referencing affordable housing and the development's proportionate share of system improvements, noting the developer is not intending to, nor do they have the resources to, contribute anything over and above the impact fee waiver. She stated the ordinance does not specifically state who would be responsible for the proportionate share. She also reviewed the August 15, 2022, requested memos from Tailwater Development as they relate to the City Code, stating the memo satisfies the criteria exemptions. She believes an application is submitted to HUD (United States Department of Housing and Urban Development) which will get points assigned, therefore, this impact fee waiver would be important to the application. Director Cramer stated HUD applications are competitive, noting more points allows a better opportunity, and community contribution will add to the project. Per the affordable housing developers, Director Cramer stated Idaho Falls struggles to be more competitive in that tax credit market, and this is a common way that cities do contribute to make those applications competitive. He noted a tax credit application does not need to be monitored. Director Alexander stated urban renewal and CDBG (Community Development Block Grant) funds were internally discussed and were determined not to be qualified, noting this is the only option the city could contribute. Mayor Casper indicated funds could be budgeted each year to help offset waivers. Director Alexander stated impact fees can be collected over an eight-year period. She believes the city could contribute General Fund money over the eight-year period. Mr. Kirkham clarified impact fees must offset the impact to new development, and the council would need to decide how they would offset these funds. Discussion

followed regarding waiving permit fees and connection fees versus the impact fees, modifying the ordinance, and affordable housing. Councilor Francis believes these fees could be made up by property taxes. Mr. Kirkham stated City Code is acknowledging that the impacts don't go away just because the fee is waived. He believes the council is limited on connection fee waivers, and the council will need to decide whether the city can afford to waive the impact fee. He indicated other options/tools could be explored. Director Cramer recommended the council not look at the tax revenues derived from the property after development as the city most likely won't see the tax dollars if this area becomes an urban renewal district. Director Alexander noted these fees would be significant amounts for Public Works and Parks and Recreation to absorb in their budgets. She also noted the project could last for an extended period of time. Per Councilor Freeman, Mr. Kirkham stated a portion of the fee waiver could be approved. Director Alexander clarified, per City Code, the waiver request must be for affordable housing. Mr. Kirkham reiterated the council must identify the shortfall if the waiver is approved. Per Councilor Francis, Director Cramer confirmed any tax credits would be applied to the development, not the developer. Mr. Kirkham stated the parameters could be adjusted, although he does not believe the tax credit must be first. Director Cramer indicated the tax credits are not a prerequisite to qualify for a waiver, stating staff is not equipped to monitor whether or not a unit is affordable. Per Councilor Hally, Director Cramer believes the fees could be waived contingent upon a successful tax credit application. Per Council President Dingman, Director Cramer believes tax credits are point based on a partial waiver/level of contribution. Director Alexander stated this also demonstrates community support of the project. Councilor Freeman suggested a reduced waiver amount, and that council budget for affordable housing going forward. Mayor Casper indicated Controller Mark Hagedorn recommended a budget of \$250,000 annually. Councilor Hally indicated affordable housing is a State-wide concern. Director Cramer noted the tax credits are a once-a-year application cycle. Additional discussion followed. Councilor Francis requested to staff to know what number would make sense and how to build that number in the reserves. It was then moved by Council President Dingman, seconded by Councilor Freeman, to approve the impact fee waiver request at the amount of 30% of the requested amount. The motion carried by the following vote: Aye – Councilors Hally, Francis, Dingman, Freeman. Nay – none. Director Alexander indicated additional discussion would be needed regarding future dollars to address these requests. Per Director Cramer, Council President Dingman confirmed this motion for reduction is not contingent upon successful tax credits.

# <u>City Attorney, Community Development Services, Mayor's Office, Parks and Recreation, and Police</u> <u>Department/Follow-up Discussion: Policy Recommendations for Management of Public Spaces:</u>

Director Holm believes this ordinance will help manage the parks and keep them safe and secure. He reviewed recent edits including the addition of cemeteries, an exception for bike and pedestrian pathways in the parks, an exception for sidewalks that are exterior or are contiguous to the parks, and a constitutional right to be in the park or cemetery. He stated this ordinance would allow parks closures from 11 p.m. to 5 a.m. He also believes the two-hour use of shelters or rental space will also assist the parks. Mr. Kirkham explained the definition of Public Park. Per Mayor Casper, Mr. Kirkham also explained a misdemeanor offense and the maximum fine and jail sentence. He clarified an arrest can occur for a misdemeanor but not for an infraction. This item will be included on the September 22 City Council Meeting agenda.

# <u>Public Works/Discussion: Revisions to the Engineering Design Policy Manual and Supplemental Specifications to</u> Idaho Standards for Public Works Construction (ISPWC):

Director Fredericksen stated approval for the ISPWC supplementals and the Engineering Design Policy Manual will be requested at the September 22 City Council Meeting by resolutions. He reviewed the two major changes, including changing copper lines to polyethylene lines in water service lines as well as residential meters being installed in the meter pits. He believes these changes will be cost neutral. He stated meters would not be used at this time although the meters would be able to collect data. Per the Standard Drawings and Specifications, Director

Fredericksen briefly reviewed changes throughout Section 404. He also briefly reviewed changes to the Engineering Design Policy Manual. Per Councilor Freeman, Director Fredericksen confirmed the polyethylene water line changes would apply to new construction as well as any repair to current residential lines. Discussion followed regarding DEQ (Department of Environmental Quality) requirements, availability of copper, and the Access Management Plan with BMPO (Bonneville Metropolitan Planning Organization).

# Public Works/Discussion: Council Interest in Considering EIRSD's (Eastern Idaho Regional Sewer District) Service Request:

Director Fredericksen stated Public Works was recently contacted by EIRSD Chair Brain Powell questioning the opportunity of the EIRSD to utilize capacity in the Wastewater Treatment Plant (WWTP). Director Fredericksen noted a previous issue has been serving the existing sewer service area with EIRSD and the need for an additional conduit to the WWTP, which has been identified as the York Road trunk line. He stated the current trunk line is approximately a half mile west of the Holmes Avenue/York Road intersection, and any accommodation to EIRSD would require this connection. He believes the cost for this connection would amount to \$4-6M as the mains are deep and this would require an entire reconstruction of York Road. Director Fredericksen noted the WWTP currently runs approximately 9.5M gallons a day and is rated at 17M gallons a day. He realizes this could impact planning, and he is unsure of the residents' impact as well as serving entities outside of city limits. Councilor Hally believes the sewer district was mismanaged, there was questionable accounting, and there's a long history. He also believes it's not just capacity, it's wearing out millions of dollars and is reducing the timeline. He stated he is against the request. Councilor Freeman believes this would create more urbanization in the county and the number of homes in the county would increase. He is unsure if he wants to encourage that. Per Councilor Freeman, Director Fredericksen stated the sewage flow has stayed steady with the new development, noting Ammon took approximate 1M gallons of flow to Shelley. Per Council President Dingman, Director Fredericksen believes there's financial benefits although he referred to Councilor Freeman's comments. Director Fredericksen indicated the EIRSD intends to upgrade the Shelley plant. Discussion followed regarding the sewer line in York Road, the construction of the roadway and right-of-way, reemphasizing growth south of Idaho Falls, other city directors' opinions, the Area of Impact, city residents subsidizing county residents, and potentially saving future taxpayer money with this connection. Mayor Casper believes the growth caught everyone off guard, noting the sewer district is under different leadership. She also believes the trunk line could benefit the utility but possibly not the community. Director Cramer indicated development along York Road has been held up due to the expense of the trunk line. He believes this would open up and encourage growth along 65<sup>th</sup> South, noting growth has been focused in the interior with current utilities. He also believes the long-term benefits need to be considered. Director Fredericksen indicated growth could immediately happen with the trunk line connection, however, he is unsure of the mechanism to ensure any EIRSD time requirement. Comments followed regarding the service area outside of city limits, and previous annexations by Community Development Services staff of various county islands. Due to the absence of Councilors Radford and Burtenshaw, follow-up discussion will occur at the September 19 City Council Work Session.

There being no further business, the meeting adjourned at 6:01 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor



# **Minutes - Draft**

Thursday, September 8, 2022		7:30 PM	City Council Chambers
1. Call	to Order.		
Present:		er, Council President Michelle Ziel-Dingm Freeman, and Councilor Jim Francis	aan, Councilor John Radford, Councilor
Absent:	Councilor Lisa Burtenshaw		
Michael Kirk	t: Department Directors sham, Assistant City Attorney oton, City Clerk		
2. Pled	ge of Allegiance.		

Mayor Casper requested Eric Grossarth, Public Information Officer, to lead those present in the Pledge of Allegiance.

# 3. Public Comment.

Bill Crane, resident of The Village subdivision, appeared. He stated there was a meeting approximately four months ago regarding the soccer fields area, noting he has not heard or received any communication since that time. He also stated the slideshow presented at that meeting has not been updated to the Airport Master Plan on the city's website as was stated. Mr. Crane encouraged more/concrete communication as there as more rumors going around regarding the land. Mayor Casper indicated the Airport Master Plan meeting will be held September 15 as an electronic meeting, although this is not considered a public meeting. She agreed that updates should have occurred.

Anthony Re, Montana resident, appeared. He stated 5G radiation is microwaving people to death, and chemicals are being sprayed on our heads daily. He also stated funeral directors are not finding blood clots where they're supposed to be, and he shared a website source related to this. Mr. Re stated life insurance policies have increased, noting the number of pilots that die each year, and more than 2,000 professional athletes have heart problems on the fields.

#### 4. Consent Agenda.

Councilor Radford requested to remove item A.1. from the Consent Agenda for future discussion. Mayor Casper stated this item will be moved the Regular Agenda.

#### B. Idaho Falls Power

1) BPA Power Services Confirmation Agreement No. 22PM-16520

This agreement is to purchase 10 MW of energy at Mid-C Heavy Load Daily Index plus (+) \$33.55/MWh from 06/01/2023 through 09/30/2023. The premium price paid for this energy will obligate BPA to deliver it to our system under terms and conditions outlined in the Power Sales contract we with them. IFP will need to enter into a corresponding futures contract that is financially settled to lock in a fixed price to limit price exposure of this physical index transaction. This future agreement will also be put

before the Council for ratification once it is transacted.

# C. Municipal Services

1) 2022 First Quarter Impact Fee Report

Ordinance 3446 requires quarterly and annual reports to be provided to the Impact Fee Advisory Committee and Council. The attached Fee Payments Received and Outstanding report is for the first quarter beginning June 1, 2022-August 31, 2022, for a total of \$307,441.26.

2) Treasurer's Report for July 2022

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending July 2022, total cash, and investments total \$163.9M. Total receipts received and reconciled to the general ledger were reported at \$36.4M, which revenues of \$32.9M and interdepartmental transfers of \$3.5M. Total distributions reconciled to the general ledger were reported at \$21.2M, which includes salary and benefits of \$6.1M, operating costs of \$11.6M and interdepartmental transfers of \$3.5M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$150.6M. Additional expenditure and revenue reports are being included to provide more detailed information for the monthly reporting.

3) Minutes from Council Meetings

August 22, 2022 City Council Work Session; and August 25, 2022 City Council Meeting

4) License Applications, all carrying the required approvals

#### Action Item:

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

#### 5. Regular Agenda.

#### A. Office of the Mayor

# 1) Delegated Spending Authority

This resolution merely updates Resolution 2020-26 in terms of the amounts granted to the Mayor and her designees. Delegating Council authority dramatically increases efficiency and reduces the number of agreements and other items that otherwise would appear on Council agendas. Inflation, as well as non-inflationary increases in costs for construction, durable goods, and fuel as well as costs for talent and labor, etc. have all combined to limit the purchasing power of the current delegated spending authority limits found in resolution 2020-26. This resolution updates the dollar amounts as follows:

CATEGORY	2020-26 Dollar Amount	Updated Dollar Amount
Lease agreements	\$50,000	\$75,000
Real Property Purchases	\$50,000	\$75,000
Contracts	\$75,000	\$100,000
Change Order Limits	<\$200,000 (25%)	<\$250,000 (25%)
	>\$200,000 (15%)	>(\$250,000 - \$750,000) (20%)
		>\$750,000 (15%)

It was moved by Councilor Radford, seconded by Councilor Freeman, to table this item for future discussion. The motion carried by the following vote: Aye - Councilors Hally, Dingman, Radford, Freeman, Francis. Nay - none.

#### A. Fire Department

1) Approval of Stryker 360 Master Maintenance Agreement

Stryker is the Vendor Idaho Falls Fire uses for Ambulance equipment and maintenance. The Stryker 360 master agreement is a 10-year EMS equipment and maintenance agreement with Stryker Sales, LLC. This agreement allows for all city ambulances to be equipped with the newest, up-to-date equipment including the newest versions of power loaders, stair chairs, Lucas devices, and video laryngoscopes. It includes updates to cardiac monitors every 5 years. The agreement allows the Fire Department to engage in long term capital planning and it allows for current disposable equipment to be purchased at a reduced price.

Fire Chief Duane Nelson appeared. He stated this agreement will better plan for capital planning. He explained the vender Stryker is a major supplier, noting there are many pieces of equipment tied to this contract which can be traded out within the time frame. Mayor Casper stated this item was discussed at the September 6 City Council Work Session. Councilor Francis expressed his concern for items within the agreement. He wants to ensure there is an 'out clause' for the city. Mr. Kirkham stated this agreement is similar to the master vehicle lease agreement for the Idaho Falls Police Department. He explained there's a State local government rider which states if a council does not fund the contract in the budget that allows the contract to end at the end of fiscal year. He stated this is a constitutional limitation. Councilor Francis questioned the requirement to pay if equipment is defective. Mr. Kirkham stated Stryker does not build the equipment, the manufacturer would need to be contacted if equipment is defective. Per Councilor Francis, Chief Nelson stated the 24-hour inspection request clause is not unusual. Per Council President Dingman, Mr. Kirkham clarified additional 'out clause' information. Councilor Freeman believes this contract is needed and a 10-year contract will save money in the long run.

It was moved by Councilor Freeman, seconded by Council President Ziel-Dingman, to approve the Stryker 360 master agreement between the City and Stryker Sales, LLC and give authorization for the Mayor and City Clerk to sign the necessary documents. The motion carried by the following vote: Aye -Councilors Hally, Dingman, Freeman, Francis, Radford. Nay - none.

#### B. Municipal Services

1) Approval to Write-Off Unpaid Ambulance Service Accounts

As reviewed at the Monday, August 22, 2022, work session, the total includes calendar year 2021 accounts for Medicare and Medicaid published rates reduced to the maximum allowable rates, with Medicare at \$2,117,602 or 56% and Medicaid at \$943,083 or 25% of the total write-off request of \$3,827,633. The remaining \$766,948 or 21% of the total write-off request, includes calendar year 2017, 2018, 2019, 2020 and 2021 contractual, collection agency, deceased, bankrupt and approved hardship accounts.

Municipal Services Director Pamela Alexander appeared. She stated the policy approved in 2016 allows write-offs. She also stated write-offs are required in the audit. She explained the write-offs for Medicare and Medicaid. Per Councilor Radford, Director Alexander stated the city is trending well. She also stated the collection agency is working with the billing company for electronic billing. She noted the older the claims, the harder it is to collect. Also per Councilor Radford, Director Alexander stated the amount of write-offs decreases each year. Council President Dingman noted the amount paid falls below the cost of service. Councilor Freeman noted the write-offs are trending down while the number of calls are trending up. He commended Municipal Services. Director Alexander recognized the ambulance committee members.

It was moved by Council President Ziel-Dingman, seconded by Councilor Freeman, to approve the write-off of unpaid ambulance service accounts for the calendar service dates of 2017, 2018, 2019, 2020, and 2021 determined as past statute or uncollectible for a total of \$3,827,633. The motion carried by the following vote: Aye - Councilors Hally, Radford, Dingman, Freeman, Francis. Nay - none.

2) Real Estate Purchase and Sale Agreement for Idaho Falls Fire Department

With the current and projected area population growth and call volume, the Fire Department has an opportunity to purchase the Fire Station owned by the Bonneville County Fire Protection District 1 located at 370 East 65th South.

Director Alexander appeared. She stated the area is growing to the south, noting this fire station is fully equipped. Chief Nelson stated it's not very often to purchase a move-in ready fire station and this will add immediate value with that growth to the south, noting this growth is going to increase. He indicated slight modifications will be needed for staffing. Council President Dingman commended Chief Nelson for his thoughtful planning of fire safety. Councilor Radford expressed his gratitude to Chief Nelson for his fiscal responsibility. He believes this is a more effective way to build opportunities to serve the public, noting it would be more expensive to build. Councilor Hally stated the response times will be improved which is a safety issue. Councilor Freeman expressed his appreciation to the Bonneville County Fire Protection District for their willingness to sell this property to the city. Mayor Casper agreed. She believes this shows their commitment to safety over profit. Councilor Francis stated plans are already in place for the apparatus for this facility.

It was moved by Council President Ziel-Dingman, seconded by Councilor Radford, to approve the Real Estate Purchase and Sale Agreement between the City of Idaho Falls and Bonneville County Fire Protection for a total of \$1,535,000. The motion carried by the following vote: Aye - Councilors Dingman, Francis, Freeman, Hally, Radford. Nay - none.

3) Approve Real Estate Purchase and Sale Agreement

Following a public hearing on Thursday, March 31, 2022, and public auction on Friday, June 17, 2022. Title 50 -1403(1) states when the property is offered for sale, the property shall be sold at a public auction to the highest bidder and not bids shall be accepted for less than the minimum declared value previously recorded on the record at a public hearing of the Council, provided however, if no bids are received, the City Council shall have the authority to sell such property as it deems in the best interest of the City. On Monday, June 27, 2022, the City Council approved the sale of the property for no less than \$1,350,000. Following Council direction, the City was approached by TOK Commercial to assist with the sale of this property and subsequently entered into an exclusive sales listing agreement for an initial asking price of \$2.3M, with broker sales commission of 6% of the gross sales price of the property. TOK Commercial listed this property, and all offers were due on Wednesday, August 31, 2022. The City received one offer from J.E.T. Real Estate Holdings, LLC. This offer for \$2,000,000 includes refundable earnest money in the amount of \$15,000 and a 4-month due diligence period from the date of approval.

Director Alexander appeared. She recapped the process, previous public hearings, and the auction. Director Holm expressed his excitement for this sale, stating the funding will assist with other Parks and Recreation projects. Per Mayor Casper, Director Alexander believes the four-month due diligence period is typical with the market and it may take time for an inspection. Councilor Radford noted the property contains a large amount of basalt. Council President Dingman expressed her appreciation for the council and staff decisions.

It was moved by Council President Ziel-Dingman, seconded by Councilor Freeman, to approve the real estate purchase and sale agreement for city-owned property located at Bel-Aire Division No. 3, Lots 1, 2 and 3 inclusive, Block 16; and Lot 1, Block 17 in the W ½ NE ¼ of Section 17, Township 2 North, Range 38, E.B.M. to J.E.T. Real Estate Holdings, LLC., for a total of \$2,000,000 cash. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford. Nay - none.

#### C. Community Development Services

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

As part of the Business Improvement District (BID) for the downtown area, each year the City has renewed a management agreement with the Idaho Falls Downtown Development Corporation (IFDDC). The agreement establishes what funds IFDDC will receive in support of achieving identified goals and objectives. The agreement also requires IFDDC to hold an annual meeting with BID members and report to the City Council.

Community Development Services Director Brad Cramer appeared. He explained the main changes from the previous agreement include the dates. He also noted an address correction in the agreement. Councilor Francis stated the BID keeps the IFDDC going, noting downtown is one of the major images every city has. He recognized the IFDDC's dedication to make downtown an enjoyable place to be and for the successful businesses, noting downtown is known regionally and globally.

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

# 2) Downtown Parking Memorandum of Understanding (MOU) between Idaho Falls Downtown Development Corporation (IFDDC) and the City of Idaho Falls.

The attached MOU is for management of downtown parking facilities. Previously, the MOU primarily addressed on-street spaces. Adjustments in the proposed MOU include adding enforcement and snow removal for the City-owned lot south of Broadway and north of the railroad, lots on both sides of the railroad tracks along Yellowstone, and The Broadway plaza. The agreement is a renewal for one year.

Director Cramer appeared. He explained the three areas being added, noting there are budget increases

as well. Councilor Francis stated this will add consistency to the entire downtown parking system. He believes this will assist with snow removal. He also believes this is a win-win situation.

It was moved by Councilor Francis, seconded by Council President Ziel-Dingman, to approve the Downtown Parking Memorandum of Understanding between IFDDC and the City of Idaho Falls. The motion carried by the following vote: Aye - Councilors Hally, Francis, Radford, Dingman, Freeman. Nay - none.

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

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

Per Councilor Francis, Director Cramer stated IF-1 has previously subcontracted with IFDDC for enforcement, which can continue if agreeable to the IFDDC.

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

4) Resolution to update the map of properties eligible for the waiver of electric line extension fees.

Attached for consideration is a Resolution which will update the map (Exhibit "A") of properties eligible for the waiver or adjustment of electric line extension fees. The purpose of the Resolution is to promote infill and redevelopment in these areas where infrastructure already exists. The Resolution removes eligibility from properties west of the Snake River and a small pocket near the intersection of Elva St. and L St. The Resolution extends eligibility to properties north of Anderson St. and near the I-15-Highway 20 interchange (see attached maps for comparison).

Director Cramer appeared. He stated this is one of the tools the city offered as an incentive to develop infill properties, noting a map was included in the 2018 resolution. He also stated the resolution indicated a yearly review would occur with the map, noting there was no reason to previously adjust the map, however, due to the closure of urban renewal districts and a development shift, it was determined some areas should be added to and subtracted from the map. Director Cramer indicated the area near north of Anderson Street, which is being added to the map, is not easy to develop due to rock in the area. Per Councilor Radford, Director Cramer does not believe much development will be happening south on South Yellowstone Highway. Per Councilor Francis, Director Cramer confirmed the new map includes the parcel that was discussed at the September 6 City Council Work Session, and this would count toward their application; and this area is going through an urban renewal district process. Councilor Francis believes the recitals in the resolution are useful moving forward.

It was moved by Councilor Francis, seconded by Council President Ziel-Dingman, to approve the resolution allowing consideration of waiver or adjustment of electric line extension fee up to fifty percent (50%) of the Idaho Falls Power labor portion of the fee and updating the map of eligible properties. The motion carried by the following vote: Aye - Councilors Hally, Radford, Francis, Dingman, Freeman. Nay - none.

# RESOLUTION NO. 2022-27 A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF

IDAHO, IDENTIFYING GEOGRAPHICAL AREAS WITHIN CITY LIMITS WHICH ARE ELIGIBLE FOR CONSIDERATION FOR ELECTRIC LINE EXTENSION FEE WAIVER BY THE COUNCIL; AND PROVIDING THAT THE RESOLUTION BE EFFECTIVE UPON IT PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

5) Final Plat Extension for Providence Point Division 1, 1st Amended.

The City Council approved the final plat for Providence Point, Division No. 1, First Amended at its November 10, 2021, meeting. The Subdivision Ordinance requires that the plat be provided to the city for recording within 6 months of Council approving the plat unless the Council provide an extension or other time period granted by the Council. Since November, the developer has been continually working preparing the plat for signature and recording. The amended plat affects the adjacent church property and it has taken longer than expected to finalize those conversations. Nothing has changed with the Subdivision Ordnance or the plat layout since November 2021. Staff continues to recommend approval of the plat as it meets all the minimum subdivision standards. The developer anticipates being able to provide the plat for recording in the near future but requests an extension to November 30, 2022 to allow them to complete the process.

Director Cramer appeared. He stated there are time limitations for recording an approved plat. He explained the delays for recording. Councilor Francis noted there are no changes to the subdivision ordinance or the plat.

It was moved by Councilor Francis, seconded by Council President Ziel-Dingman, to approve the extension to November 30, 2022, for the Final Plat for Providence point Division 1, 1st Amended. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford. Nay - none.

6) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 5.889 acres of Part of the South ½ of Section 30, Township 2 North, Range 38 East.

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of R2, Mixed Residential which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 5.889 acres of Part of the South ½ of Section 30, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its July 5, 2022, meeting and unanimously voted to recommended approval of the annexation with an initial zoning of R2 with the Approach Surface and Controlled Development Approach Airport Overlay Zones. 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.

Brad Brown appeared via WebEx. He stated his family owns the adjacent property and they are under contract for other pieces and, per conversation with city staff, that access points must be spaced out for safety and fire issues to have a safe access across the development. He also stated he's following through with the IFFD recommendation. He believes this will be a great addition to the city on the north end.

Mayor Casper requested staff presentation.

Director Cramer appeared. He presented the following:

#### Slide 1 - Property under consideration

Director Cramer reiterated the same ownership. He stated the access points are relevant as 65th N will at some point become a main arterial, therefore, the city is trying to get as much space between Ender Lane and Glen Abby Circle to allow access points to the development as the spacing is important. He also stated the requested zoning matches the existing zone to the east. He identified additional surrounding zones.

Slide 2 - Comprehensive Plan Future Land Use Map

Director Cramer stated this area is shown as General Urban which is intended to have a mix of housing types.

Slide 3 - Aerial photo of property under consideration Director Cramer stated the property is currently undeveloped. He identified the surrounding areas.

Slide 4 - Additional aerial photo of property under consideration

Slide 5 - Airport Overlay map

Director Cramer stated this will area will encompass two different airport zones, noting there would be no major restrictions on residential development.

Slide 6 - Photo looking from northeast from 65th N

Per Councilor Francis, Director Cramer confirmed the entire road will be annexed.

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

Councilor Francis stated this is a Category A annexation. He believes this makes the access and development of the two parcels feasible. He noted this area is slightly outside the Area of Impact.

It was moved by Councilor Francis, seconded by Council President Ziel-Dingman, to approve the ordinance annexing 5.889 acres of part of the South ½ of Section 30, 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 - Councilors Freeman, Francis, Hally, Radford, Dingman. Nay - none.

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

#### ORDINANCE NO. 3480

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 5.889 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 Francis, seconded by Council President Ziel-Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 5.889 acres of part of the South ½ of Section 30, Township 2 North, Range 38 East and give authorization for the Mayor to

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

7) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R2, Mixed Residential with Approach Surface and Controlled Development Approach Surface Airport Overlay Zones, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 5.889 acres of Part of the South ½ of Section 30, Township 2 North, Range 38 East.

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of R2, Mixed Residential with Approach Surface and Controlled Development Approach Surface Airport Overlay Zones, which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 5.889 acres of Part of the South ½ of Section 30, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its July 5, 2022, meeting and unanimously recommended approval of R2, Mixed Residential with Approach Surface and Controlled Development Approach Surface Airport Overlay Zones. Staff concurs with this recommendation.

It was moved by Councilor Francis, seconded by Council President Ziel-Dingman, to assign a Comprehensive Plan Designation of "General Urban" and approve the ordinance establishing the initial zoning for R2, Mixed Residential with Approach Surface and Controlled Development Approach Surface Airport Overlay Zones as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office. The motion carried by the following vote: Aye - Councilors Radford, Freeman, Francis, Dingman, Hally. Nay - none.

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

#### ORDINANCE NO. 3481

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 5.889 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R2, MIXED RESIDENTIAL AND APPROACH SURFACE AND CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Francis, seconded by Council President Ziel-Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R2, Mixed Residential with Approach Surface and Controlled Development Approach Surface Airport Overlay Zones, and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Dingman, Freeman, Francis, Radford. Nay - none.

Quasi-judicial Public Hearing-Rezone from R1, Single Dwelling Residential to R3, Multiple Dwelling Residential, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 34.871 acres in the SW ¼ of Section 6, Township 2 North, Range 38 East.
 Attached is the application for Rezoning from R1 to R3, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 34.871 acres in the SW ¼ of Section 6, Township 2
 North, Range 38 East. The Planning and Zoning Commission considered this item at its August 2, 2022, meeting and recommended to the Mayor and City Council approval of the zone from R1 to R3 with a vote of 3 to 2.

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

Kurt Rolland, Eagle Rock Engineering and representative of the developer, appeared. He identified the location as N 5th W and W 33rd N. He stated the request is to rezone the property from R1 to R3. He also stated this property is approximately 35 acres, noting the existing zones surrounding the property are R3A and R3. He believes this would be a good addition as the other area is R3. He identified the county zoning to the north.

Mayor Casper requested staff presentation.

Director Cramer appeared. He presented the following:

Slide 1 - Property under consideration Director Cramer reiterated the request to rezone to R3.

#### Slide 2 - Comprehensive Plan Future Land Use Map

Director Cramer stated this area is designated as General Urban which is meant to be mostly residential in nature although supportive services could be higher intensity and density than Suburban. He noted the two different designations against each other and either zone or other zones could be appropriate. He identified other General Urban and Special Use designations in the area.

Slide 3 - Aerial photo of property under consideration

Director Cramer stated the property is currently undeveloped although there are large lot residential developments around the property. He also stated the undeveloped land to the immediate west is owned by the Idaho Falls Regional Airport (IDA).

Slide 4 - Additional aerial photo of property under consideration

Director Cramer identified the church and residential uses. He noted the intersection at 33rd N and 5th W is an intersection of future major and future minor arterial roads and is an area where one would find higher density housing.

Slide 5 - Airport Overlay map

Director Cramer stated the Airport Overlay Zone already exists on the property and would remain in place. He also stated residential development would be allowed with height restriction in certain areas.

Slide 6 - Photo looking east from N 5th W Director Cramer stated the property is being used for agricultural uses.

Slide 7 - Photo looking north along N 5th W

Slide 8 - Photo looking south along N 5th W

Slide 9 - Criteria for Rezoning, Section 11-6-5(I) of Zoning Ordinance Director Cramer noted P&Z approved the rezone by 3-2. He stated the city typically is looking at consistency with the Comprehensive Plan, and the potential for traffic congestion as a result of changing land use. He also stated the city is not looking to see if there is a need to widen streets or an increase in traffic that the city would automatically not rezone the property, as the city is looking for if these are improvements that would be required that would not be feasible. He believes the current street will need to be improved as development happens and there are plans to do that. He explained other criteria, including the potential for exceeding the capacity of existing public services, the potential for nuisances or health and safety hazards, and recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment. Councilor Radford questioned a study being included into the record. Mr. Kirkham explained the quasi judicial hearing, noting staff would introduce an item into the record, and it's unusual that the board would introduce its own materials into the record as the quasi judicial body is weighing the facts of the law. Councilor Radford questioned the correct time to introduce information for the public. Mr. Kirkham suggested Councilor Radford meet with legal staff. Per Councilor Francis, Director Cramer confirmed directly to the west across 5th W is currently R3A. Councilor Francis questioned the type of commercial development in R3A. Director Cramer stated R3A is predominantly a residential zone although it introduces light commercial, office uses, and professional office-type development. He also stated this is defined in the zoning ordinance as limited, noting a restaurant could have a maximum square footage of 3,000, although office uses are not limited and are appropriate in the R3A, and food stores are not allowed.

Mayor Casper requested any public comment.

Paul Johnson, current owner of the property under contract with the developer, appeared via WebEx. He stated the property was zoned R1 upon annexation in 2005, and he is unsure if the city's Comp Plan existed at that time. He believes the R1 was the natural zone. Mr. Johnson stated there is a parcel east of the property that has been used as landfill, the northeast has been used as landfill, there's R3A to the west, and the airport landing strip restricts development to the west. He believes it makes sense for R3 as other adjacent land could never be developed, R3 wouldn't create congestion because that surrounding land can't be developed, and it's a natural zone.

Galen Williams, appeared. He stated he has been farming in this area for approximately 35 years, and he expressed his concern as the city grows and annexes into the county. He stated this property, except for the church, is surrounded by either the Willowcreek canal or laterals off the canal, and he wants to protect the integrity of the farming that stays in the area. He believes the development has no effect on the waterways that are servicing the rest of that ground. Mr. Williams stated there is a major check on the end of Willowcreek. He identified the check and the canal on the map provided which eventually co-mingles with the city well, noting the ditches eventually end up in the Snake River. He stated the water is continuously fluctuating in Willowcreek, and if storms or sudden surges occur above, that's where it ends. He believes the ditches are included in the property boundaries, therefore, if this is zoned R3 which is more dense housing, he indicated these are now all open ditches which fluctuates a lot, noting this property is a neighbor to the landfill. He stated all debris blows out of the landfill, and the ditches are the natural collection points. Mr. Williams questioned if the ditches will be covered or piped. He expressed his concern for the water system, noting the water from Willowcreek is not only servicing the property, it's also draining farther up. He indicated houses have already been flooded. He believes someone needs to be responsible for the water with all the houses and all the people. Mr. Williams stated Idaho Code has defended the farmers regarding the water, noting this property is totally encased with irrigation water with the exception of the back lawn of the church.

Mike Marshall, neighbor to Mr. Johnson, appeared. He realizes because of the landfill to the north and east, this area will not be attractive for R1. He expressed his concern for Mr. Williams' comments

regarding the ditch as he also uses the water. He believes it's okay to annex although he questioned who is looking at the widening of the roads. He believes this is putting in high density. Mr. Marshall stated 33rd N handles the traffic but it is dangerous and will need major stuff done. He believes there will be impact in this area. He questioned if more people and houses will be allowed to be stacked or will something happen that fixes the problem before we get into the problem. Mr. Marshall believes R3 gives people license to build big high density. He does not believe there is a lot of control for the number of units. He also expressed his concern for the traffic on the road, stating one must live there to experience it. He is hopeful the city will look at how to make this area walkable, stating it's difficult to walk or bike along N 5th W. Mr. Marshall stated he is not against R3. He reiterated the traffic needs to be looked at.

Tami Johnson, co-owner of the property, appeared via WebEx. She questioned the flooding and control of water as she believes this could be a problem. She questioned a conditional R3 with only so many in the area, realizing the INL (Idaho National Laboratory) is in this area. She indicated this is a small piece of property that will not be developed near the Snake River and because of the airport. Ms. Johnson believes infrastructure will be needed for any development in the city.

Kurt Rolland reappeared. Councilor Francis questioned the traffic. Mr. Kirkham indicated it's early to discuss traffic issues. He stated this is a rezone and the focus should be on the comprehensive plan with any decisions made are per the comprehensive plan. Councilor Francis pointed out the criteria standards as presented by Director Cramer. Mr. Rolland stated a traffic study is currently being performed on both parcels, noting no answers can be provided until the traffic study is complete. Per Mayor Casper, Director Cramer stated the types of roads should be looked at which serve the system in the immediate area, which would relate to any zone. He also stated there are general city plans to widen those roads, which includes a typical section which will not change regardless of the zone. He indicated, with development, a traffic study will occur and those things warranted because of the development will be built at the time of development with the impact fees specific to the immediate needs based on the development's impact, regardless of which zone. Director Cramer stated impact fees are based on the number of dwelling units, noting R3 would have more units with more funds and more impact. Per Councilor Francis, Director Cramer stated the entire 5th W was not annexed, noting there are patches of this road annexation to the south. Councilor Francis questioned R3 versus R3A as he believes R3A offers more walkability services. Mr. Roland does not believe there are plans for retail or professional offices, there are only plans for multi-family residential. He also reiterated the impact fees will assist with the infrastructure and the roads. He also stated, per Idaho State Law, flow in the ditches cannot be restricted, and plats must include easements to maintain the ditches.

Mayor Casper closed the public hearing.

Councilor Francis stated things have changed since 2005 so a change makes sense including being more efficient with land use, noting the land is already annexed. He believes these developments offer more efficient land use and the arterials and collectors get developed in ways that are useful to the whole community when development happens, noting the impact fees will help advance this. Councilor Francis stated he supports the rezone. Councilor Hally realizes East River Road is becoming more congested, although, he believes the bridge over the canal will help reduce the development and the traffic in the entire area. Councilor Freeman does not believe overcrowding will be an issue because he does not believe development will not occur to the north and the northeast due to the landfill. He also believes these two roads are destined to be major arterials, not collectors. He agrees the development

will help with the roads. Councilor Francis noted due to other restrictions, the maximum density of R3 couldn't be allowed.

It was moved by Councilor Francis, seconded by Council President Ziel-Dingman, to approve the ordinance rezoning approximately 34.871 acres in the SW ¼ of Section 6, Township 2 North, Range 38 East from R1 to R3, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors Hally, Radford, Dingman, Freeman, Francis. Nay - none.

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

ORDINANCE NO. 3482

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 34.871 ACRES, SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 38 EAST, AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R1, SINGLE DWELLING RESIDENTIAL TO R3, MULTIPLE DWELLING RESIDENTIAL, AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Francis, seconded by Council President Ziel-Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from R1 to R3 and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Dingman, Francis, Freeman, Hally, Radford. Nay - none.

#### 6. Announcements.

Mayor Casper announced the Heroes Defense Fundraiser Dinner in commemoration of 911, and the Idaho Falls Symphony free symphony in the park on September 10; City Club on September 14; the Emotion Bowl on September 23; and the Fire Prevention Block Party on September 29. Councilor Radford announced dueling pianos at the zoo on September 9. Councilor Hally recognized the passing of Queen Elizabeth, stating she's been a legacy for 70 years.

#### 7. Adjournment.

There being no further business, the meeting adjourned at 9:48 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

#### September 12, 2022 County/City Coordination Conference – Unapproved

The City Council of the City of Idaho Falls met in Special Meeting – County/City Coordination Conference, Monday, September 12, 2022, in the Bonneville County Elections Office located at 497 N. Capital in Idaho Falls at 1:00 p.m.

<u>Call to Order and (Silent) Roll Call</u> There were present: Mayor Rebecca L. Noah Casper Council President Michelle Ziel-Dingman Councilor John Radford Councilor Thomas Hally Councilor Jim Freeman Councilor Jim Francis (via Zoom) Councilor Lisa Burtenshaw

Also present:

Roger Christensen, Bonneville County Commissioner Byron Reed, Bonneville County Commissioner Jon Walker, Bonneville County Commissioner Lance Bates, County Public Works Director Brad Cramer, City Community Development Services Director Bear Prairie, Idaho Falls Power Director Bryce Johnson, Police Chief Sam Hulse, Bonneville County Sheriff Chris Fredericksen, City Public Works Director Randy Fife, City Attorney Kathy Hampton, City Clerk

The meeting was called to order at 1:00 p.m. with the following items:

#### City/County Growth Issues, Opportunities, Challenges and Concerns:

Commissioner Christensen reviewed key clarifying questions for the Area of Impact (AOI):

AOI: County – Is the county willing to expand the AOI? Commissioner Christensen stated the county would be willing to renegotiate the AOI, questioning if there should be a mutual agreement with the city to agree to comprehensive (comp) planning outside the AOI; would the city agree to annex outside the AOI only upon a mutual agreement of county and city; and would the city be willing to resize the AOI targeting only area that are reasonably expected to be annexed or have city services provided to them. Mayor Casper believes the model of other cities may need to be explored. Commissioner Christensen believes the city has a very thorough comp plan although he believes the county may not have been involved in the communication early enough. Councilor Freeman suggested a working group with the county and the city Planning Commissions. Councilor Burtenshaw believes the comp plan should look similar outside the AOI. It was noted there is no county individual sitting on the city commission and visa versa due to the difficulty of the position. Commissioner Christensen stated the AOI boundaries were from approximately 20 years ago when growth was not anticipated. Mayor Casper questioned the process for resizing the boundary map as she indicated the county commission would not agree to the city's proposed map. Commissioner Christensen believes the map should be shaped based on proposed areas that are reasonably expected to grow as the landscape has changed. He also believes this should be reviewed by the two Planning Commissions as there are currently different individuals on the Planning Commissions. Mayor Casper clarified other entity's services are not being excluded.

#### September 12, 2022 County/City Coordination Conference – Unapproved

#### Colocation of Fiber Optic Equipment, Access, Continuity of Service, etc.:

\*\*These topics were then discussed due to those in attendance.

Commissioner Christensen provided a history of the 10-year rack space agreement stating the county had one pair of fiber and therefore, the county became a customer. He indicated, due to the recent LEB (Law Enforcement Building) agreement, the rack space for the city will need to be decided. He questioned an MOU (Memorandum of Understanding) to solve this issue. He indicated IFF (Idaho Falls Fiber) wants the county to be on their own ring, and he requested Commissioner Walker to be involved in these meetings. Council President Dingman indicated there has been discussion to ensure there are no interruptions to the fiber service to the county. Mayor Casper agreed. Director Prairie explained the fiber services would run parallel to ensure there is no interruption of services. He briefly reviewed the level of services required. Per Mayor Casper, Director Prairie believes the access for IFF staff has been resolved.

#### Law Enforcement Radio System:

Commissioner Christensen believes the radios are not a 911 function although the Bonneville County Sheriff's Office (BCSO) has purchased the radios, however, he also believes a funding formula needs to be looked at due to the services provided. He presented an analysis from 2008-2031 of revenues versus expenses for the operational costs of 911 surcharge (3%), noting projections are higher than anticipated. He believes the 911 surcharge fee may need to be increased, or the radios needs to be cost-shared. Sheriff Hulse stated the county is responsible for a five-county system with eight tower sites for emergency communication. He also stated there is no current technology that replaces the radio system. Chief Johnson explained the State radio system maintains the State infrastructure. Sheriff Hulse noted the county opted out of the State system due to reliability issues. Brief comments followed regarding increasing the 911 surcharge fee. It was indicated this fee must be approved the State.

#### City/County Growth Issues, Opportunities, Challenges and Concerns:

Commissioner Christensen reviewed additional key clarifying questions for the Area of Impact (AOI):

Extension of services: City – Would the city be willing to extend sewer and water into the AOI? Commissioner Christensen stated, if so, the county has questioned if the county will be able to utilize those utilities for development to standards agreed upon in the AOI agreement, and, if this answer is yes, what limits does the city plan to put on the ability of the county to utilize those utilities. Councilor Burtenshaw believes the impact fees need to be collected in the AOI in order to extend services. Commissioner Christensen does not believe the county can adopt impact fees. Council President Dingman noted extensions and annexations are different. Mayor Casper believes the city council may need to have a larger discussion regarding a pilot project for services outside the city.

Road annexation: City – What is the city's policy for road annexation; County – What will be the process for the city to acquire right of way (ROW)?; County – If the city fails to acquire the ROW for road expansion to what extent is the county willing to negotiate on behalf of the city; County – Is the county willing to use eminent domain, and if so, under what conditions. Commissioner Christensen stated the county would consider eminent domain on a case-by-case basis depending on the joint project. The county questioned if the city is willing to annex at least the half road section as part of all new annexations that front county roads; and the county also questioned if the city is willing to recognize that their exterior subdivisions have impact on county arterial roads and share cost in improving those roads as needed. Commissioner Christensen prefers the county be involved in the developer meetings. He believes there needs to be better communication with P&Z and road and bridge to prevent contention.

AOI Agreement: City/County – Are the city and county in agreement that the terms of the existing AOI are in effect? City/County – Should the answers to the questions above be considered as part of the AOI agreement? Should any

#### September 12, 2022 County/City Coordination Conference – Unapproved

new or revised understandings be formally adopted, and if so, how? Commissioner Christensen stated this is adopted by ordinance, noting the current AOI agreement was adopted February 13, 2001. Councilor Burtenshaw believes the agreement addressed impact fees. Commissioner Christensen believes several things in this agreement were overlooked, noting the growth issues were not anticipated.

#### Determine Future Coordination Meeting Scheduling and Suggested Topics:

Councilor Radford believes future discussion should include the connectivity of roads/pathways and the opportunity for grants. General comments followed including, indigent cremations; recycling services; the county landfill (the Master Plan is planned for 100 years) and the Hatch Pit (will be included on a future agenda), including a tour of the landfill facilities; and additional AOI issues being included on a future agenda.

There being no further business, the meeting adjourned at 2:45 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor



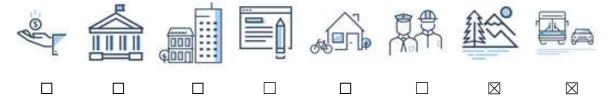
# Memorandum

File #: 21-635	City Council Meetin	g
FROM: DATE: DEPARTMENT:	Pam Alexander, Municipal Services Director Friday, September 9, 2022 Municipal Services	
<b>Subject</b> Bid IF-22-18, Pur	chase Polymer System for Public Works	
Council Action D	Desired	
Accept and appr	□ Resolution (Approval, Authorization, Ratification, etc.) ove the bid received from the lowest responsive and or take other action deemed appropriate).	□ Public Hearing

#### **Description, Background Information & Purpose**

On Thursday, September 1, 2022, a single bid was received. A tabulation of bid results is attached. The purpose of this bid award is to order the polymer system needed to meet lead times for the wastewater dewatering project. A separate bid will be issued for a contractor to install the equipment.

#### Alignment with City & Department Planning Objectives



This project supports the community-oriented results of environmental sustainability and reliable public infrastructure by replacing equipment that has reached its useful life and scheduled for replacement.

#### Interdepartmental Coordination

Public Works Director Fredericksen has reviewed the bid results and concurs with the award recommendation.

#### **Fiscal Impact**

Funds to purchase the polymer system are within the 2021/22 and 2022/23 Public Works, Wastewater budget as a planned capital improvement project.

File #: 21-635

#### Legal Review

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

City of Idaho Falls Municipal Services Department Bid Tabulation								
Project:	Polymer System		Number:	IF-22-18	3			
Submitted:	Municipal Services	Finance Division	Date:	Septem	ber 1, 202	22		
Item Number	Reference	Description	Estimated Unit		Engineer's Estimate			hemical Feed eland, NJ
item Number	Number	Description	Quantity		Unit	Total	Unit	Total
					Price	Amount	Price	Amount
1	IF 22-18	PolyBlend Polymer Feed System		1 N/A	N/A	N/A	Total	\$ 570,250.00
2		Exceptions - None						
3		Delivery Time- May- July 2023						
		TOTAL						\$ 570,250.00



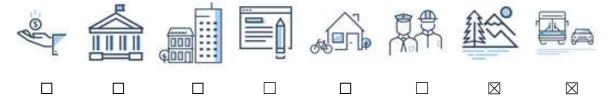
# Memorandum

File #: 21-636	City Council Meetin	g
FROM: DATE: DEPARTMENT:	Pam Alexander, Municipal Services Director Friday, September 9, 2022 Municipal Services	
<b>Subject</b> Bid IF-22-19, Pur	chase Dewatering Equipment for Public Works	
Council Action D	esired	
Accept and appr	☐ Resolution (Approval, Authorization, Ratification, etc.) ove the lowest responsive, responsible bidder FKS C med appropriate).	Public Hearing Company in the amount of \$1,415,330.00 (or take

#### **Description, Background Information & Purpose**

On Thursday, September 1, 2022, a single bid was received. A tabulation of bid results is attached. The purpose of this bid award is to order the necessary equipment to meet lead times for the wastewater dewatering project. A separate bid will be issued for a contractor to install the equipment.

#### Alignment with City & Department Planning Objectives



This project supports the community-oriented results of environmental sustainability and reliable public infrastructure by replacing equipment that has reached its useful life and scheduled for replacement.

#### Interdepartmental Coordination

Public Works Director Fredericksen has reviewed the bid results and concurs with the award recommendation.

#### **Fiscal Impact**

Funds to purchase the dewatering equipment are within the 2021/22 and 2022/23 Public Works, Wastewater budget as a planned capital improvement project.

File #: 21-636

#### Legal Review

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

City of Idaho Falls Municipal Services Department Bid Tabulation								
Project:	Dewatering Equipr	nent	Number:	IF-22-19	)			
Submitted:	Municipal Services	Finance Division	Date:	Septem	ber 1, 202	2		
Item Number	Reference	Description	Estimated	Unit	Enginee	Engineer's Estimate		Company Port geles, WA
	Number		Quantity	•••••	Unit	Total	Unit	Total Amount
					Price	Amount	Price	Total Amount
1	IF 22-19	Dewatering Equipment	1	N/A	N/A	N/A	Total	\$ 1,415,330.00
2		Addendum #1 - Yes						
3		Exceptions - None						
4		Delivery Time - June 2023						
		TOTAL						\$ 1,415,330.00



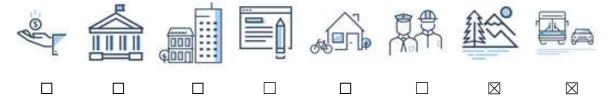
# Memorandum

File #: 21-642	City Council Meeting	g
FROM: DATE: DEPARTMENT:	Pam Alexander, Municipal Services Director Monday, September 12, 2022 Municipal Services	
<b>Subject</b> Bid IF-22-20, Pur	chase Digester Pump Mix System for Public Works	
Council Action D	esired	
Accept and appr	☐ Resolution (Approval, Authorization, Ratification, etc.) ove the lowest responsive, responsible bidder TC Sal med appropriate).	□ Public Hearing les & Service in the amount of \$184,400.00 (or take

#### **Description, Background Information & Purpose**

On Thursday, September 1, 2022, a single bid was received. A tabulation of bid results is attached. The purpose of this bid award is to order the necessary equipment to meet lead times for the wastewater dewatering project. A separate bid will be issued for a contractor to install the equipment.

#### Alignment with City & Department Planning Objectives



This project supports the community-oriented results of environmental sustainability and reliable public infrastructure by replacing equipment that has reached its useful life and scheduled for replacement.

#### Interdepartmental Coordination

Public Works Director Fredericksen has reviewed the bid results and concurs with the award recommendation.

#### **Fiscal Impact**

Funds to purchase the digester pump mix system are within the 2021/22 and 2022/23 Public Works, Wastewater budget as a planned capital improvement project.

File #: 21-642

#### Legal Review

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

		City of Idaho Falls Municipal Services Department Bid Tabulation							
Project:	Digester Pump Mix	x System	Number:	IF-22-20	)				
Submitted:	Municipal Services	Finance Division	Date:	Septem	ber 1, 202	22			
Item Number	Reference	Description	Estimated	Unit	Engine	Engineer's Estimate		TC Sales & Service Sandy, UT	
item number	Number	Description	Quantity	Onic	Unit Price	Total Amount	Unit Price	Total Amount	
1	IF 22-20	Vaughn Chopper Pump Rotamix System		1 N/A	N/A	N/A	Total	\$ 184,400.00	
2		Addendum #1 - Yes							
3		Addendum #2 - Yes							
4		Exceptions - None							
5		Delivery Time - March 2023							
		TOTAL						\$ 184,400.00	



File #: 21-655

# Memorandum

**City Council Meeting** 

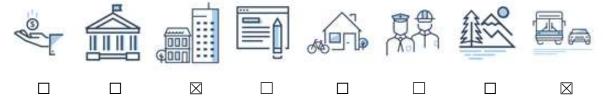
FROM: DATE: DEPARTMENT:	Chris H Fredericksen Thursday, September 15, 2022 Public Works	
<b>Subject</b> Authorizing Reso	olution with Idaho Department of Environmental (	Quality (IDEQ) for a Wastewater Facility Planning Grant.
Council Action D	Desired	
Ordinance	$\boxtimes$ Resolution	Public Hearing

□ Other Action (Approval, Authorization, Ratification, etc.) Approve the Authorizing Resolution for IDEQ in Support of a Wastewater Facility Planning Grant and to provide authorization for Mayor and City Clerk to sign all documents relating to the wastewater project (or take other action deemed appropriate).

#### **Description, Background Information & Purpose**

For your consideration is an authorizing resolution requested by the IDEQ in support of a wastewater facility planning grant. The grant being sought is for \$250,000 and if received, would be used to fund a portion of a new Wastewater Facility Plan. The previous facility plan was completed in 2010 and must be updated.

#### Alignment with City & Department Planning Objectives



This resolution supports the community-oriented results of reliable public infrastructure and well-planned growth and development by seeking funding assistance for development of a new Wastewater Facility Study.

#### Interdepartmental Coordination

Coordination will take place as necessary to enhance the city's grant application.

#### Fiscal Impact

The grant anticipates city participation for the remaining \$250,000, for a total of \$500,000. The grant funds and proposed city expenditure are included within the recently approved budget.

#### Legal Review

The resolution has been reviewed by the Legal Department.

2022-068

### State of Idaho Department of Environmental Quality

# AUTHORIZING RESOLUTION Attachment SRF-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IDAHO FALLS AUTHORIZING THE MAYOR TO SIGN ALL APPLICATIONS, FUNDING AGREEMENTS, AND OTHER DOCUMENTS RELATING TO WASTEWATER PROJECT (PROJECT).

**WHEREAS,** the City intends to develop a Project for Wastewater facilities for the City wastewater system, such Project being necessary to determine the needs of the area for health, safety, and wellbeing of the people; and

**WHEREAS,** the Project is to be developed in accordance with the requirements in Idaho "Rules for Administration of Planning Grants for Drinking Water and Wastewater Facilities" (IDAPA 58.01.22), "Rules for Administration of Wastewater and Drinking Water Loan Funds" (IDAPA 58.01.12) and will set forth wastewater facilities required to be constructed to serve the needs of the area; and

WHEREAS, the costs of the Project of the wastewater facilities are eligible for state funding;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of City of Idaho Falls, Idaho, that the Mayor is/are duly authorized to sign applications, grant agreements and amendments, and other documents relating to wastewater Projects.

Passed and adopted by the City Council of the City of Idaho Falls on the 22nd day of September, 2022.

By the following votes:

AYES:

NAYS:

ATTESTED BY:

**City Clerk** 

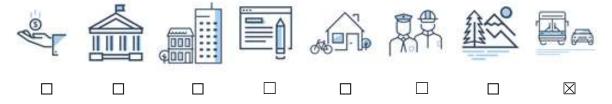
Mayor



# Memorandum

File #: 21-654	City Council Mee	eting
FROM: DATE: DEPARTMENT:	Chris H Fredericksen Thursday, September 15, 2022 Public Works	
<b>Subject</b> Local Highway Te	echnical Assistance Council (LHTAC) Agreement	for the 2022 Children Pedestrian Safety Program Project.
Council Action D	esired	
Approve the agree	□ Resolution (Approval, Authorization, Ratification, etc.) eement with LHTAC for the Children Pedestrian nts (or take other action deemed appropriate).	Public Hearing Safety project and authorize the Mayor and City Clerk to
Description, Bac	kground Information & Purpose	
	n is an agreement with LHTAC that will provide o hway improvements at prioritized locations with	construction funding in the amount of \$249,483 to build hin the city.

#### **Alignment with City & Department Planning Objectives**



This agreement supports the community-oriented results of reliable public infrastructure and transportation and livable community by enhancing the city's sidewalk and pathway network.

#### 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 \$249,483.00 and requires no city match.

#### **Legal Review**

#### **City Council Meeting**

The agreement has been reviewed by the City Attorney.

2022-061

#### LHTAC/LOCAL AGREEMENT

#### 2022 LOCAL CHILDREN PEDESTRIAN SAFETY (CPS) PROGRAM IDAHO FALLS PEDESTRIAN SAFETY CONNECTIONS, CITY OF IDAHO FALLS CPS#2022-26

#### PARTIES

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by and between the LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC), hereafter called LHTAC, and City of Idaho Falls, acting by and through its Board or Council (Sponsor).

#### PURPOSE

LHTAC is administering the Children Pedestrian Safety (CPS) Program on behalf of both LHTAC and the Idaho Transportation Department (ITD) with state funds obligated from the Idaho Legislature. This program is intended to serve the cities, counties and highway districts. The Sponsor has requested to receive a grant award to complete construction of its sidewalk/pathway project. The purpose of this Agreement is to set out the terms and conditions to accomplish this Project.

Authority for this Agreement is established by Senate Bill 1206 and House Bill 334 of the 2017 legislative session.

The Parties agree as follows:

#### SECTION I. GENERAL

- 1. It is necessary for Sponsor to construct the project as part of this Agreement.
- 2. State participation in the project is in the form of a grant for the amount of \$249,483. No match is required. Scheduled funding for this project is listed in the approved CPS Program rankings, and subsequent revisions.
- 3. If the project is terminated prior to completion, Sponsor shall repay to LHTAC all state funds received for the project.
- 4. The Sponsor acknowledges that eligible uses of funds are material purchases and hiring a contractor to perform work. Ineligible uses of funds include reimbursement of sponsor for agency work or salary cost including but not limited to design, construction or inspection related activities. Other ineligible uses of funds include engineering fees of any kind, equipment fees, project costs prior to agreement execution, project match, education and outreach.

5. Sufficient Appropriation. It is understood and agreed that LHTAC is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate LHTAC beyond the term of any particular appropriation of funds by the State.

#### SECTION II. LHTAC shall:

- Provide the following services incidental to Project development:
  - a. Provide support to the Sponsor on project bidding, procurement processes, general questions, and other technical assistance.
  - Provide approved funding to Sponsor upon receipt of agreement.
  - a. Complete final acceptance of each Project based on Sponsor documentation and physical observation.
- 2. Maintain all application and award records, including source documentation for all expenditures 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.
- 3. Bill Sponsor for any state funds to be repaid by Sponsor if Project is terminated prior to completion.
- 4. Cancel the Agreement should Sponsor not be able to provide an acceptable mid project update by July 21, 2023 and request Sponsor to return the funds, unless a written extension has been granted by LHTAC.

#### **SECTION III.** Sponsor shall:

- 1. Sponsor warrants that it will repay any state funds on this project if Project is terminated prior to completion. The Sponsor also warrants that it will repay all state funds if an acceptable mid project update is not provided to LHTAC by July 21, 2023 unless an extension has been granted by LHTAC.
- 2. Provide LHTAC with a mid-project report by July 21, 2023.
- 3. Provide LHTAC with before and after pictures upon completion of the project.
- 4. Bid and award the project following state procurement

rules if applicable.

- 5. Complete Project and provide Project Closeout Form and financial records to LHTAC by December 9, 2023.
- 6. Comply with all other applicable Federal and State statutes and regulations.
- 7. Sponsor agrees that failure to deliver any of the specified items listed above may result in the program award being rescinded.
- 8. Any excess funds that cannot be used on eligible expenses shall be returned to LHTAC for the CPS Program.

#### EXECUTION

This Agreement is executed for LHTAC by its Administrator, and executed for Sponsor by its duly appointed representative, attested to by its Clerk.

#### LHTAC

Administrator

ATTEST:

City of Idaho Falls

Clerk

Representative



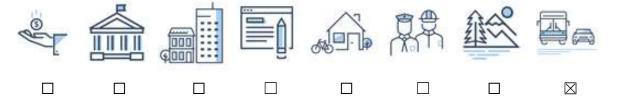
# Memorandum

	City Council Meet	ing	
FROM:	Chris H Fredericksen		
DATE:	Tuesday, September 13, 2022		
DEPARTMENT:	Public Works		
Subject			
Resolution - Ado	pting an Amended Engineering Design Policy Mar	ual (EDPM)	
Resolution - Ado		ual (EDPM)	
		ual (EDPM)	

#### **Description, Background Information & Purpose**

City staff have updated the previously adopted set of design policies referred to as the EDPM and recommend it in order to provide developers and city staff criteria to aid them in bringing public infrastructure projects to successful completion. The proposed revisions were discussed at the September 6, 2022, Work Session.

#### Alignment with City & Department Planning Objectives



This resolution supports the community-oriented result of reliable public infrastructure and transportation by providing additional guidance for development within the city limits.

#### Interdepartmental Coordination

Appropriate departments have been involved with revisions to the EDPM in order to ensure that it meets their needs

#### **Fiscal Impact**

Proposed revisions to the EDPM will have no financial impact to the city.

#### Legal Review

The resolution was prepared by the Legal Department.

2022-62

#### **RESOLUTION NO. 2022-**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING AN AMENDED ENGINEERING DESIGN POLICY MANUAL, FOR USE BY IDAHO FALLS PUBLIC WORKS AND OTHERS AS DESIGN STANDARDS IN THE CITY; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, City Public Works staff has updated the previously adopted set of design policies referred to as the Engineering Design Policy Manual ("EDPM"), and recommends it in order to provide developers and City staff criteria to aid them in bringing public infrastructure projects to successful completion; and

WHEREAS, the adoption of the amended EDPM should be applied to all design and subsequent construction in the City on and after an effective date; and

WHEREAS, the Council agrees that such adoption by this Resolution is in the best interests of the community and will promote health and safety and consistency; and

WHEREAS, adoption of this EDPM allows the City flexibility to make changes from time to time in order to accommodate various City interests and as deemed appropriate by the Council.

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

- 1. The City Council hereby adopts amended Public Works engineering design standards, which shall be referred to in the City Code as the City's "Engineering Design Policy Manual"; and
- 2. The Engineering Design Policy Manual, adopted hereby, shall apply to all relevant design, construction, development, permits, permissions, and requests filed on and after September 30, 2022.

ADOPTED and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

#### CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

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

(SEAL)

#### STATE OF IDAHO ) ) ss: County of Bonneville )

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

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING AN AMENDED ENGINEERING DESIGN POLICY MANUAL, FOR USE BY IDAHO FALLS PUBLIC WORKS AND OTHERS AS DESIGN STANDARDS IN THE CITY; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

Kathy Hampton, City Clerk

(SEAL)



# ENGINEERING DESIGN POLICY MANUAL

Public Works

Engineering

Design

September 2022

# **CITY OF IDAHO FALLS**

# **ENGINEERING DESIGN POLICY MANUAL**

September 2022

The City of Idaho Falls Engineering Design Policy Manual (EDPM) describes the procedures and standards for preparing project construction documents. "Engineer" as used herein refers to the Idaho Falls City Engineer.

The primary purpose of the EDPM is to enable engineers, consultants, and private developers to efficiently and effectively develop projects that meet City design policies and standards. The EDPM is not intended to duplicate all design-related requirements contained in the Code. Engineers and developers shall also familiarize themselves with Code requirements, especially Title 10, Chapter 1 (Subdivision Ordinance).

The EDPM is an official document setting forth City requirements, standards, policies and procedures to provide developers and City staff criteria to aid them in bringing a project to completion, including preparing plans, reports and all other related documents required to meet City design standards. Exceptions to provisions set forth herein are allowed at the Engineer's sole discretion to secure the best engineering solutions to site-specific design challenges. The design policies herein are provided and intended to comply with the Code. Should a conflict arise between the EDPM and the Code, the Code prevails.

# <u> 10 – General</u>

**10.1 – Subdivision Improvement Drawings:** Include the following with all Subdivision Plan Sets:

- Location and extents of clearing and grubbing
- Disposal, stockpile or placement location of cleared and grubbed material
- Location and density of fill placement (if applicable)
- Final grading
- Centerline stationing, include stationing for PC, PT, PRC, Grade Breaks, Manholes, Inlets, Fire Hydrants, etc. with offset from centerline.
- Roadway typical sections
- Curb and gutter, sidewalk, ADA ramps, water lines, hydrants, valves, storm and sanitary sewer lines, manholes, catch basins, service lines, signs, striping, storm ponds, infiltration systems, and other features as required
- Profile of roadway centerline or curb and gutter, water lines, storm drains, and sanitary sewers
- Storm water pollution prevention (storm water BMPs)

# 20 – Earthwork

- **20.1 Geotechnical Engineering Report:** A geotechnical report is required for any of the following:
  - Soil types and infiltration rates for any proposed infiltration facilities, and
  - Subgrade soil types and conditions to support a reduction in the required roadway subbase layer thickness per Section 200.2 herein, and
  - Subgrade soil types and conditions to support structures

# <u> 40 – Water</u>

#### 40.1 – Pipe Cover:

- 6 feet minimum cover
- 8 feet maximum cover
- Or as approved in writing by the Engineer

#### 40.2 – Valves:

- Valves at maximum spacing of 700 feet, meet requirements of Standard Drawing IF-404A
- Valves at intersection at P.C. of curb return, see Standard Drawing IF-404
- Valves on Hydrant lines 5 feet from tee, see Standard Drawing IF-404
- 10" or under use Gate Valve
- Over 10" use Butterfly Valve

#### 40.3 – Bends:

- 90° bends (elbows) allowed on waterlines 8" in diameter and smaller
- Bends greater than 45° on waterlines greater than 8" diameter require written approval of the Engineer

#### 40.4 – Service Lines:

- New service lines extended 10 feet beyond the ROW. Meet requirements in Standard Drawings IF-401A through IF-401F
- Service lines 2" and smaller in diameter use CTS polyethylene pipe
- Service lines 4" and greater in diameter use class 50 ductile iron
- Services between 2" and 4" in diameter the service line extends at 4" diameter to within the public ROW/PUE and then reduced to the appropriate size
- Service lines for landscape irrigation only install meter in meter box and install a second curb box behind meter box as shown in Standard Drawing IF-409
- Existing service line replacement connect at existing curb stop or meter box (if present)

#### 40.5 – Meter Box with Meter:

 Required on all new service lines or replaced service lines. Meet requirements of Standard Drawings IF-401A (1"), IF-401B (1-1/2" & 2"), IF-412 (4"), IF-412A (6"), or IF-412B (8")

#### 40.6 – Canal Crossings:

- Meet requirements of Standard Drawing IF-411
- All water main canal crossings to be placed in a steel casing
- Crossing below a canal that is 15 feet or greater in width at high water elevation install a water main access structure
- Casing 4' below channel bottom

#### 40.7 – Flush Hydrant:

- All dead-end lines (permanent or temporary): place flush hydrant beyond the last tee or service connection and at other locations as required by the Engineer. See Standard Drawing IF-405
- Install 2 feet to 5 feet from plugged end of water main
- Used in high points of water mains as an air release valve

#### 40.8 – Joint Deflection of Pipe:

• Per manufacture's recommendations

#### 40.9 – Waterline Flow:

 Minimum of 1500 gpm to any fire hydrant unless additional flow is required by the Fire Marshall

#### 40.10 – Water Mains:

- Main lines 8" minimum
- 6" min in cul-de-sacs beyond last fire hydrant
- Location of pipe to be within the paved roadway a minimum of 4' from any curb and gutter section
- Maintain a minimum of 10-foot horizontal separation between water main and sanitary/storm sewer main. Maintain 18" vertical separation between water main and sanitary/storm sewer main. All separation requirements both horizontal and vertical to be measured between near edges of pipe. Satisfy requirements of IDAPA 58.01.08
- Place water main lines to minimize the number of crossings with sanitary/storm sewer mains
- Place water main lines such that crossings with sanitary/storm sewer mains are as near perpendicular as practicable (90 degrees +/- 10 degrees)

#### 40.11 – Fire Hydrants:

- 400 feet maximum spacing between hydrants for residential or per fire code
- 200 feet maximum spacing between hydrants for commercial/industrial or per fire code
- Spacing requirement to be met independently on each side of arterial roadways
- Additional hydrants as required by the Fire Marshall

# <u> 50 – Sewer</u>

#### 50.1 – Pipes:

• Minimum pipe slope:

Pipe Size	Mir	nimum Grade	Maximu	m Grade
(Inches)	(ft/ft)	(%)	(ft/ft)	(%)
8	0.004	0.40%	0.089	8.9
10	0.0028	0.28%	0.066	6.6
12	0.0022	0.22%	0.052	5.2
15	0.0015	0.15%	0.038	3.8
18	0.0012	0.12%	0.030	3.0
21	0.001	0.10%	0.024	2.4
24	0.0008	0.08%	0.020	2.0
27	0.0007	0.07%	0.017	1.7
30	0.0006	0.06%	0.015	1.5
36 and Larger	0.0005	0.05%	0.012	1.2

• All permanent dead end sewer lines (e.g. cul-de-sac) installed with a minimum of 1.0% slope in upstream end segment

• Pipe with less than 2 feet of cover material: pipe to be Class IV or V reinforced concrete pipe or Class 50 ductile iron pipe

#### 50.2 – Manholes:

- Spacing between manholes 400 feet maximum
- Minimum drop across manhole 0.1 feet on pipes up to 27"
- Top of inlet pipe(s) to be no lower than top of outlet pipe
- Use drop manhole connection in accordance with Standard Drawing IF-504

#### 50.3 – Service Lines:

- New service line stub extend 10 feet beyond ROW
- Existing service lines replacement connect at ROW (unless otherwise approved in writing by the Engineer)

# 60 – Culverts and Storm Sewer

#### 60.1 – Pipes:

- Design storm drain pipes to provide capacity based on the 2 year storm return frequency
- Minimum storm sewer pipe diameter is 12 inches
- Minimum pipe slopes: conform to table in paragraph 50.1

#### 60.2 – Manholes:

- Spacing between manholes 400 feet maximum
- Minimum drop across manhole 0.1 feet on pipes up to 27"
- Top of inlet pipe(s) to be no lower than top of outlet pipe
- Maximum of 4 pipes connecting to standard manhole unless approved by Engineer

#### 60.3 – Catch Basins:

- Design catch basins to provide capacity based upon the 2 year storm return frequency
- · Position catch basins away from curb ramps by placing them at the PC/PT
- Minimum catch basin depth to flow line of pipe

Local Residential / Residential Collector	3 feet
Major Collector / Local Industrial	3.5 feet
Arterials	4.0 feet

Allowed to go shallower with use of ductile iron pipe with a minimum of 3 inches of cover below subgrade

- Use side opening catch basins conforming to current City Standards
- Place catch basins at lot lines to avoid driveway conflicts

•	Maximum inlet spacing:	
	Local Residential Street (60' ROW)	1000 feet
	Residential Collector (70' ROW)	650 feet
	Major Collectors (80' ROW)	550 feet
	Minor & Principal Arterials (100' ROW)	450 feet

- Maximum pipe size into the Standard catch basin is 15 inch
- Maximum angles on the 2'x3' Catch Basin (deviation from perpendicular):

maximam angles on the 2 xo batch Bacin (do nation nom p	orportai
12" ADS N-12 & 12" Sanitite HP on the 3' long side	45°
12" ADS N-12 & 12" Sanitite HP on the 2' short side	25°
12" PVC SDR-35 on the 3' long side	50°
12" PVC SDR-35 on the 2' short side	30°
15" ADS N-12 & 15" Sanitite HP on the 3' long side	35°
15" ADS N-12 & 15" Sanitite HP on the 2' short side	0°
15" PVC SDR-35 on the 3' long side	40°
15" PVC SDR-35 on the 2' short side	5°

<u>Chaining Catch Basins</u>
 Maximum of 2 catch basins on single run.

#### 60.4 – Storm Drainage Guidelines:

- Where a City storm drain is available in adjacent street, alley or easement, design the private system to allow for overflow or controlled discharge to the City system
- Prevent storm water from draining across the surface of sidewalks
- All construction in accordance with the current edition of the City of Idaho Falls Standard Drawings and Specifications
- All storm drain systems that ultimately flow to an Irrigation District system must have said Irrigation District approval prior to City approval and acceptance
- Submit all storm drain system master plans, along with calculations, to the City for approval
- Include with storm drain master plan any needed piping, ponds, lift stations, energy dissipaters, grading, landscaping, etc. The design to be stamped and signed by an engineer licensed in the State of Idaho

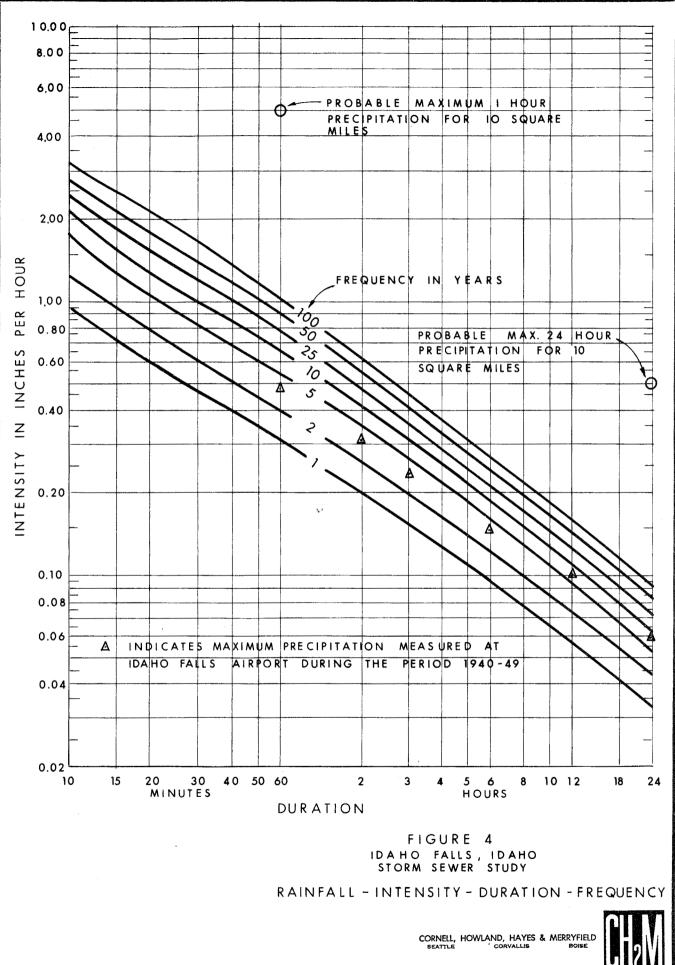
#### 60.5 – Storm Drainage Pond:

- Pond is required to store 1.33 inches of water multiplied by the entire contributing area that flows to the pond. Provide a positive outlet for pond or size the pond ten (10) times greater than the volume otherwise required
- Pond outlet must be capable of draining 90% of the entire pond volume in not more than forty-eight (48) hours
- Provide a fifteen (15) foot wide asphalt access road and a minimum asphalt area of 20 feet by 20 feet at any lift station. Asphalt pavement section to meet requirements for residential local streets. May be reduced or modified only as indicated by a Geotechnical investigation and report performed and sealed by a geotechnical engineer licensed in the State of Idaho. Place lift station and appurtenances to allow clear access to the pond with trucks, mower, etc.
- Locate pond outlet the greatest distance possible from the inlet
- Slope bottom of pond to the controlled release outlet structure or, if outlet is to be by infiltration, to a City Standard infiltration manhole or other approved infiltration facility. Locate infiltration manhole adjacent to the pond outlet and greatest distance from the inlet
- Locate intake to controlled release outlet structure or infiltration manhole 8"-12" above the finished ground surface to minimize sediment or trash entering the infiltration bed or downstream facilities
- Pond inlet pipe to enter the pond at an elevation above the lowest pond elevation, unless said line enters directly into infiltration manhole. Provide an engineered energy dissipater at all discharges to pond not in manholes

#### Meet the Following Criteria When City of Idaho Falls Maintains Pond:

- 10 foot wide horizontal (flat) area around the top perimeter of the pond
- Side slopes maximum of 5 feet horizontal to 1 foot vertical for mowed slopes. All other slopes to be 4 feet horizontal to 1 foot vertical unless approved by Engineer.

- Energy dissipater at pond inlet to eliminate erosion. Concrete alley curb poured around the riprap to facilitate a mowing edge. Construct pond inlet so that it is accessible for maintenance
- Minimum topsoil depth 6 inches compacted (85% to 90%) in place over the entire surface area of the pond
- No topsoil in ponds with Xeriscaping
- Rock depth per plans or as directed by Engineer.
- Sprinkler system for pond to meet City of Idaho Falls Standard Drawings and Specifications



### 70 – Concrete

### 70.1 – Curb and Gutter Sections:

- Minimum slope for tangent section 0.40%
- Minimum slope through curb returns at intersections 0.6%
- Minimum base thickness per Standard Drawings and Specifications

### 70.2 – Cross Drains/Valley Gutters

- Allowed with written approval from Engineer
- Minimum slope 1%
- Minimum base thickness per Standard Drawings and Specifications

### 70.2 – Sidewalk:

- Cross slope to be 1.75% +/- 0.25%
- All pedestrian ramps and walkways to comply with Americans with Disabilities Act (ADA) requirements
- Minimum concrete and base thicknesses per Standard Drawings and Specifications

### 200 – Miscellaneous

### 200.1 – Typical Street Cross Sections (see attached drawings):

- Local Residential Street (60' ROW)
- Residential Collector (70' ROW)
- Local Industrial Street (70' ROW)
- Major Collector, Bicycle/Pedestrian and Shared Priority (80' ROW)
- Major Collector, Truck/Auto Priority (80' ROW)
- Pioneer Road (80' ROW)
- Minor Arterial, Truck/Auto Priority (100' ROW)
- Minor Arterial, Bicycle/Pedestrian Priority (100' ROW)
- Minor Arterial, Shared Priority (100' ROW)
- Principal Arterial, Shared Priority (100' ROW)
- (Roadway classifications in accordance with the BMPO Access Management Plan, most recent update)

### 200.2 – Subbase Layer:

• Subbase layer may be reduced or eliminated only as indicated by a Geotechnical investigation and report performed and sealed by a geotechnical engineer licensed in the State of Idaho. Pavement section design to be based on the following:

STREET CLASSIFICATION	TRAFFIC INDEX
Local Residential Street	7
Local Industrial Street	8.5
Residential Collector	8
Major Collector (Includes Pioneer Rd)	9
Minor/Principal Arterial	Project-specific traffic
	analysis/forecasting

 Geotechnical report may only be used to justify reduction or elimination of subbase layer and, if appropriate, elimination of the geotextile fabric. Asphalt and base gravel layer thicknesses are fixed according to the attached typical street sections

### 200.3 – Fire Access Roadway Section (Including Turn-arounds):

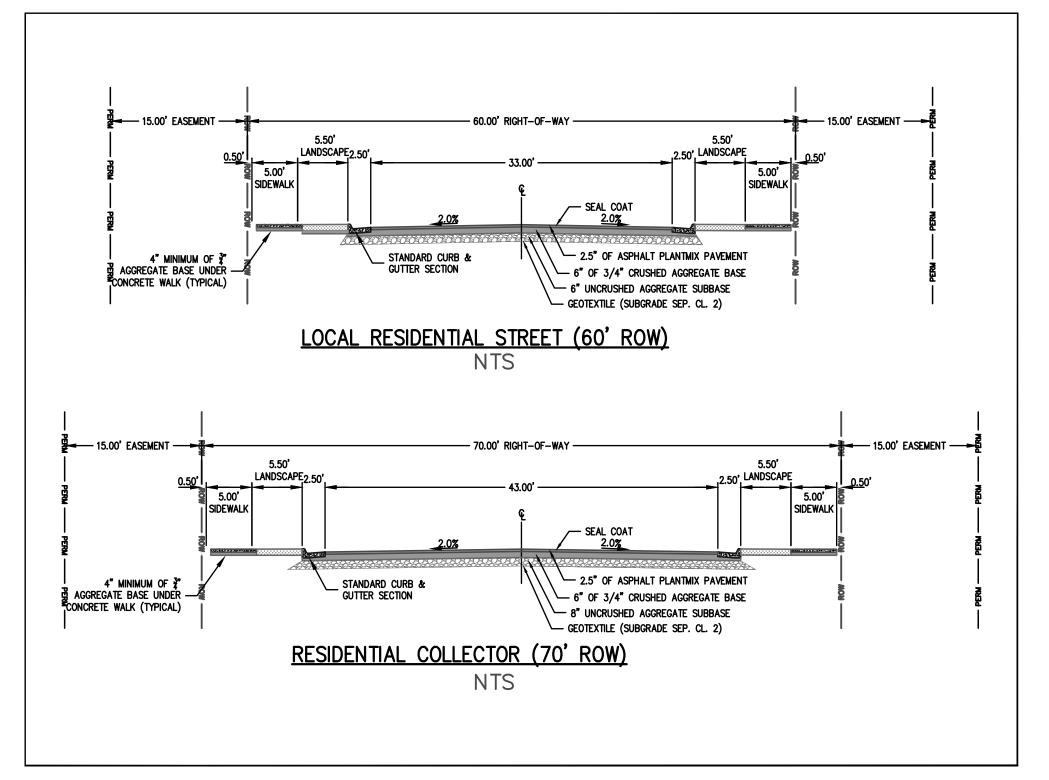
- Asphalt pavement section (Standard Requirement)—use the Local Residential Street section. The subbase layer may be reduced or eliminated only as indicated by a Geotechnical investigation and report performed and sealed by a geotechnical engineer licensed in the State of Idaho
- Gravel roadway section (Where approved by the Fire Marshall and Engineer)—use 12" minimum total base and subbase layers (minimum 6" crushed aggregate base) plus subgrade separation fabric

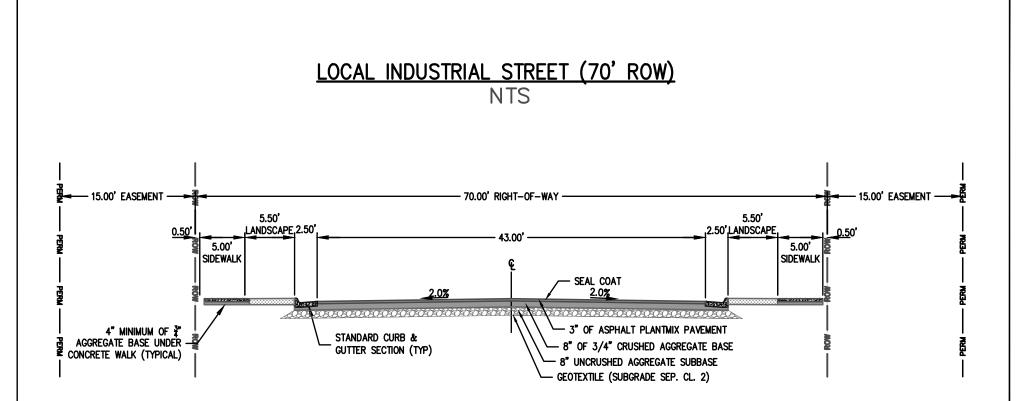
### 200.4 – Driveway Requirements:

- No more than 50% of the property frontage shall be utilized for driveways
- Residential driveways maximum of thirty (30) feet in width
- Commercial driveways maximum of forty (40) feet in width
- The driveway width is measured along the depressed section of the driveway. The transition from the full height curb to the depressed section of the driveway is three (3) feet when there is grass strip and six (6) feet when there is no grass strip. In downtown areas, the transition may be five (5) feet
- All existing driveway curb cuts not utilized shall be removed and replaced with standard full height curb, gutter, and sidewalk
- Full height curb and gutter, between two (2) driveways shall be a minimum of ten (10) feet.
- The distance from any property line to the beginning of a driveway (the full height curb and gutter portion of the driveway) shall be a minimum of five (5) feet
- There shall be a minimum distance of twenty (20) feet from a property line corner at a street intersection before a driveway is constructed, or as directed by the Engineer

### 200.5 – Shared Use Path Section:

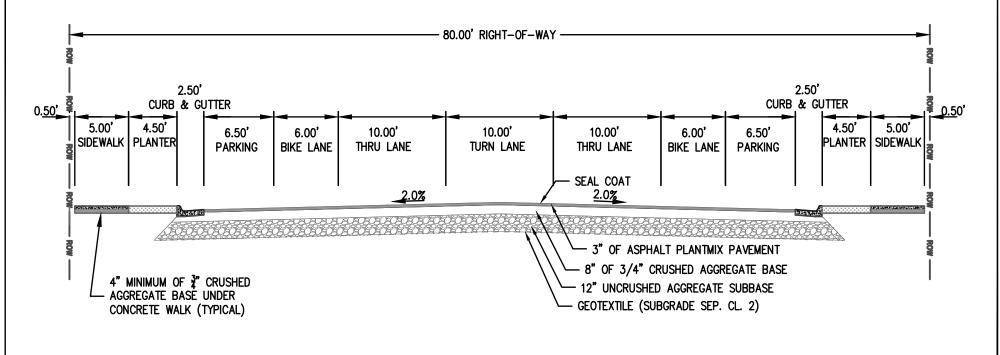
 2" of Asphalt Plantmix Pavement, 6" of <sup>3</sup>/<sub>4</sub>" Crushed Aggregate Base plus subgrade separation fabric • Minimum width of 10 feet (12 feet preferred) or as otherwise approved by Engineer





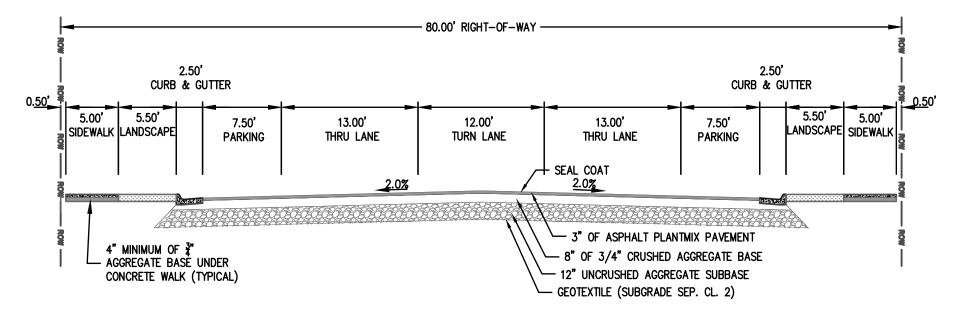
## MAJOR COLLECTOR, BICYCLE/PEDESTRIAN AND SHARED PRIORITY (80' ROW)

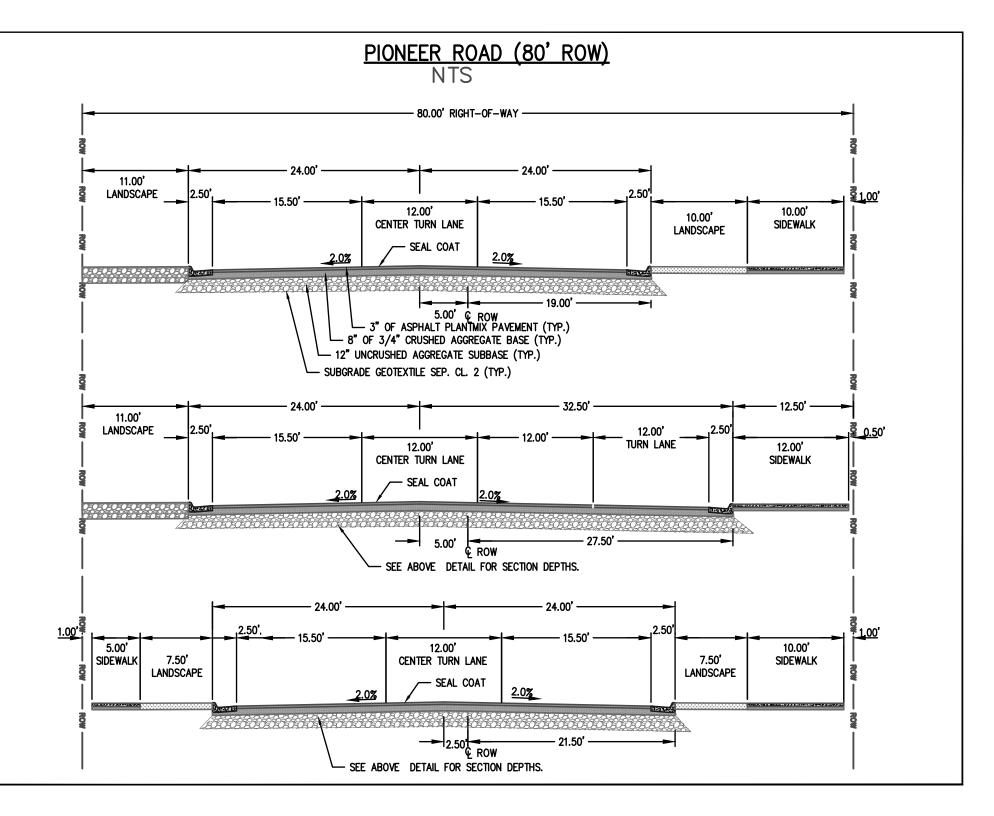
NTS



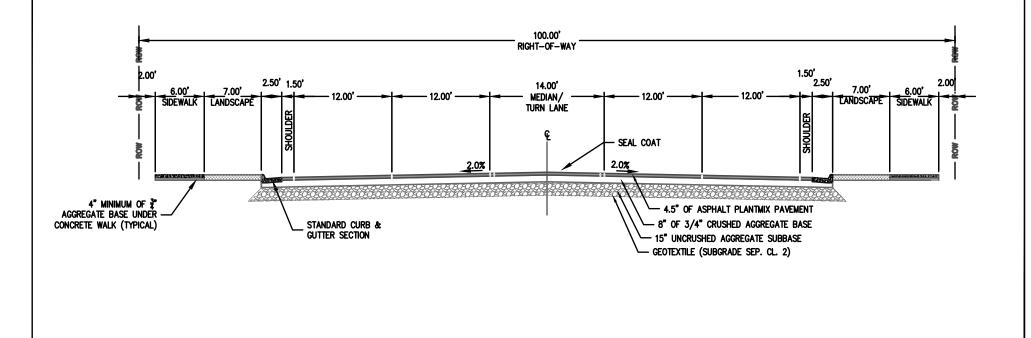
## MAJOR COLLECTOR, TRUCK/AUTO PRIORITY (80' ROW)



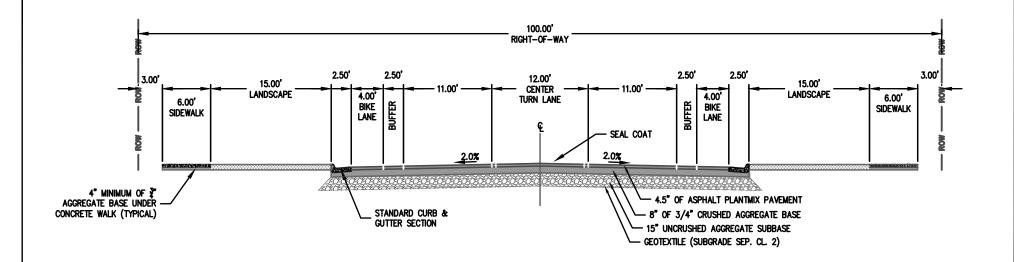




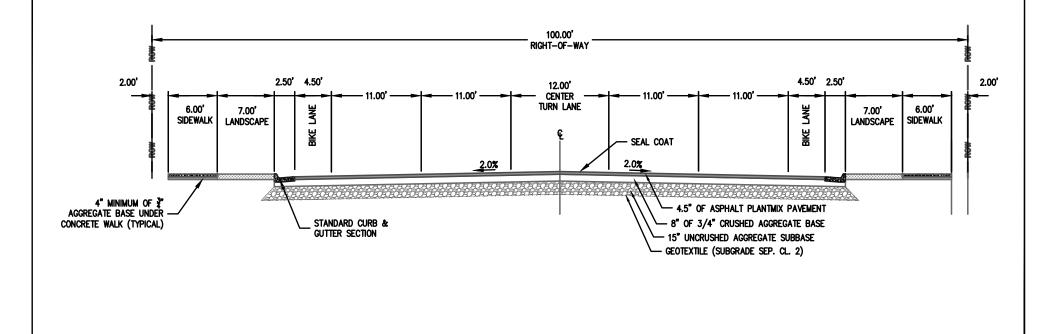
## MINOR ARTERIAL, TRUCK/AUTO PRIORITY (100' ROW) NTS



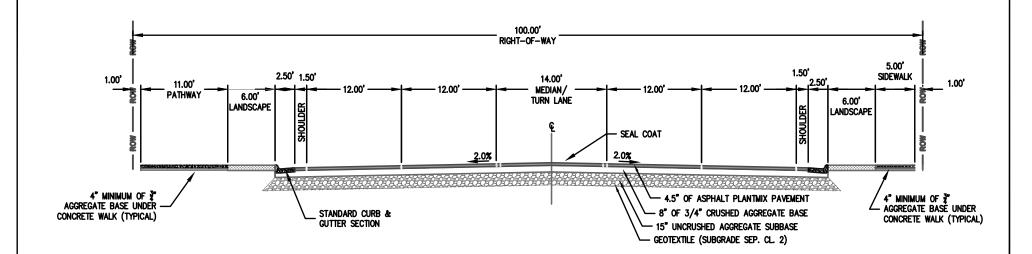
## MINOR ARTERIAL, BICYCLE/PEDESTRIAN PRIORITY (100' ROW) NTS



## MINOR ARTERIAL, SHARED PRIORITY (100' ROW) NTS



## PRINCIPAL ARTERIAL, SHARED PRIORITY (100' ROW) NTS





### Memorandum

### File #: 21-633

**City Council Meeting** 

#### FROM: Chris H Fredericksen DATE: Tuesday, September 13, 2022 **DEPARTMENT: Public Works**

### Subject

Resolution - Adopting Revised Amendments to the 2020 Edition of the Idaho Standards for Public Works Construction (ISPWC)

#### **Council Action Desired**

□ Ordinance

⊠ Resolution □ Other Action (Approval, Authorization, Ratification, etc)

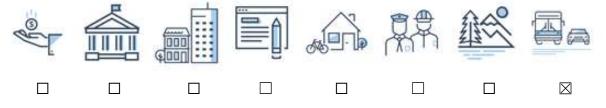
Approval of the resolution adopting revised amendments to the 2020 edition of the ISPWC and authorization for Mayor and City Clerk to sign the document (or take other action deemed appropriate).

Public Hearing

### **Description, Background Information & Purpose**

City staff has identified needed modifications to the previously adopted city amendments to the 2020 edition of the ISPWC and recommend Council adoption. The proposed changes were discussed at the September 6, 2022, Work Session.

### Alignment with City & Department Planning Objectives



This resolution supports the community-oriented result of reliable public infrastructure and transportation by adopting revised amendments to the ISPWC addressing all construction within the city.

### **Interdepartmental Coordination**

Appropriate departments have been involved in the development of the amendments to the ISPWC.

### **Fiscal Impact**

There are no anticipated fiscal impacts to the city for this action.

### Legal Review

The resolution was prepared by the Legal Department.

2022-63

### **RESOLUTION NO. 2022-**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING REVISED AMENDMENTS TO THE 2020 EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION FOR USE BY IDAHO FALLS PUBLIC WORKS AND OTHERS AS CONSTRUCTION STANDARDS IN THE CITY; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, City staff has identified needed modifications to the previously adopted City amendments to the 2020 edition of the Idaho Standards for Public Works Construction ("ISPWC"), and finds said amendments appropriate for the Council to adopt and impose; and

WHEREAS, the adoption of the ISPWC, as amended, should be applied to all construction in the City on and after an effective date; and

WHEREAS, the Council agrees that such adoption by this Resolution is in the best interests of the community and will promote health and safety and consistency; and

WHEREAS, adoption of City Standard Drawings and Specifications by Resolution allows the City flexibility to make changes from time to time in order to accommodate various City interests and as deemed appropriate by the Council.

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

- 1. The City Council hereby adopts and endorses revised City amendments to the 2020 edition of the Idaho Standards for Public Works Construction ("ISPWC"); and
- 2. The ISPWC, as amended, shall be referred to in the City Code as the City's "Standard Drawings and Specifications"; and
- 3. The Standard Drawings and Specifications, adopted hereby, shall apply to all relevant construction, development, permits, permissions, and requests filed on and after September 30, 2022.

ADOPTED and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

### CITY OF IDAHO FALLS, IDAHO

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

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)) ss:County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING REVISED AMENDMENTS TO THE 2020 EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION FOR USE BY IDAHO FALLS PUBLIC WORKS AND OTHERS AS CONSTRUCTION STANDARDS IN THE CITY; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

Kathy Hampton, City Clerk

(SEAL)



# STANDARD DRAWINGS AND SPECIFICATIONS

Public Works

Engineering

Construction

September 2022

### City of Idaho Falls Standard Drawings and Specifications

### Introduction:

The City of Idaho Falls has adopted the 2020 edition of the Idaho Standards for Public Works Construction (ISPWC) as its standard drawings and specifications with the modifications listed in the following Specifications. In the event of a conflict between the ISPWC and the City of Idaho Falls Standard Drawings and Specifications, the City of Idaho Falls Standards shall govern unless the contrary is approved in writing by the Idaho Falls City Engineer for a specific circumstance. The terms "Engineer" and "City" in the ISPWC and the City of Idaho Falls Specifications shall refer to the Idaho Falls City Engineer and the City of Idaho Falls, respectively.

# **CITY OF IDAHO FALLS**

## **STANDARD SPECIFICATIONS**

CONTENTS: City of Idaho Falls Standard Specifications City of Idaho Falls Supplemental Specifications

DIVISION 200 -	EARTHWORK
DIVISION 300 -	TRENCHING
DIVISION 400 -	WATER
DIVISION 500 -	SEWER
DIVISION 600 -	CULVERTS STORM DRAINS & GRAVITY
	IRRIGATION
DIVISION 700 -	CONCRETE
DIVISION 800 -	AGGREGATES & ASPHALT
DIVISION 900 -	PRESSURE IRRIGATION
DIVISION 1000 -	CONSTRUCTION STORMWATER BMP'S
DIVISION 1100 -	TRAFFIC
DIVISION 2000 -	MISCELLANEOUS

# **CITY OF IDAHO FALLS**

## SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC

## **DIVISION 200 - EARTHWORK**

### CITY OF IDAHO FALLS SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC

### Division 200 – Earthwork

## <u>Section 201 – Clearing and Grubbing and Removal of Obstructions, Part 3.2 Removal of Obstructions</u>

### Add Item A.5:

5. When necessary to remove fencing, replace it in an equal to or better than condition as it was originally and confine livestock and other domestic animals in conformance to Section 2040 – Fencing.

### Section 202 – Excavation and Embankment, Part 3.3 Controlled Blasting

### Add Item A.4:

4. Where blasting is necessary during rock excavation, notify all entities that have or may have underground utilities in the area and make a copy of the blasting plan available to them a minimum of forty-eight (48) hours prior to commencing blasting operations.

### Section 203 – Soil Materials, Part 3 Workmanship

### Add Item 3.1 A and B:

- 3.1. Workmanship
  - A. Fine grade and roll topsoil area to provide a fine textured, smooth and firm surface, free of footprints, undulations or irregularities.
  - B. 6" minimum topsoil thickness or as shown on the City-approved project drawings or as directed by Engineer.

### Section 203 – Soil Materials, Part 4 Measurement and Payment

### Add Item 4.1:

4.1. Use one of the following unit price options as designated in the Bid Schedule. Includes all labor, materials, equipment and tools required to perform the work as specified. If required and not listed in the Bid Schedule, the following Bid Items are to be considered incidental to other Bid items.

- A. Topsoil: By the cubic yard.
  - 1. Bid Schedule Payment Reference: 203.4.1.A.1.
  - 2. Bid Schedule Description: Topsoil... cubic yard (CY).
- B. Topsoil: By the square yard.
  - 1. Bid Schedule Payment Reference: 203.4.1.B.1.
  - 2. Bid Schedule Description: Topsoil... square yard (SY).

### Section 205 – Dewatering, Part 1.5 Permits

Item C, Delete "Part 1.4.B" and Insert "Part 1.5.B".

# **CITY OF IDAHO FALLS**

## SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC

## **DIVISION 300 - TRENCHING**

### CITY OF IDAHO FALLS SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC

### Division 300 – Trenching

### Section 302 – Rock Excavation, Part 3.1 General

### Add Item E:

E. Where blasting is necessary during rock excavation, notify all entities that have or may have underground utilities in the area and make a copy of the blasting plan available to them a minimum of forty-eight (48) hours prior to commencing blasting operations.

Section 305 – Pipe Bedding, Part 3.3 Class A-2 Bedding System

Item A, **Delete** "either Type II or".

Section 305 – Pipe Bedding, Part 3.4 Class B-1 Bedding System

**Delete** Part 3.4 Class B-1 Bedding System.

Section 306 – Trench Backfill, Part 1.1 Section Includes

Item A, **Delete** "Pipe bedding" and **Insert** "Trench backfill".

Section 306 – Trench Backfill, Part 2.3 Imported Trench Backfill Material

**Delete** Item A and **insert** new Item A:

A. 6-inch minus uncrushed aggregate conforming to Section 801 – Uncrushed Aggregate.

<u>Section 307 – Street Cuts and Surface Repairs, Part 3.8 Type "P" Surface Restoration (Asphalt Roadway Surfaces)</u>

Delete Item E and insert new Item E:

E. Asphalt concrete pavement thickness is to match existing pavement depth to a maximum depth of 6 inches unless a greater section is otherwise indicated in the Contract Documents. In no case shall pavement thickness be less than 2-1/2

inches on local residential streets, 3 inches on local industrial or designated collector streets, or 4 inches on arterial streets.

Delete Item F and insert new Item F:

F. After base compaction, saw cut existing pavement as necessary to establish straight edges and to provide for patches/patch segments that are rectangular in shape and whose edges are approximately perpendicular and parallel to the direction of traffic flow.

**Delete** Item H and **insert** new Item H:

H. Repair damaged or broken sections of pavement by vertical saw cutting from existing cut line to outside of damaged pavement, then parallel to trench, then back to the existing cut line in a rectangular manner.

Item J.3, delete "2 feet" and insert "3.5 feet".

<u>Section 307 – Street Cuts and Surface Repairs, Part 3.9 Type "P" Surface Restoration (with</u> <u>Pavement Fabric)</u>

Delete Item E and insert new Item E:

E. After base compaction, saw cut existing pavement as necessary to establish straight edges and to provide for patches/patch segments that are rectangular in shape. Cut the asphalt overlay above the fabric an additional 4 inches.

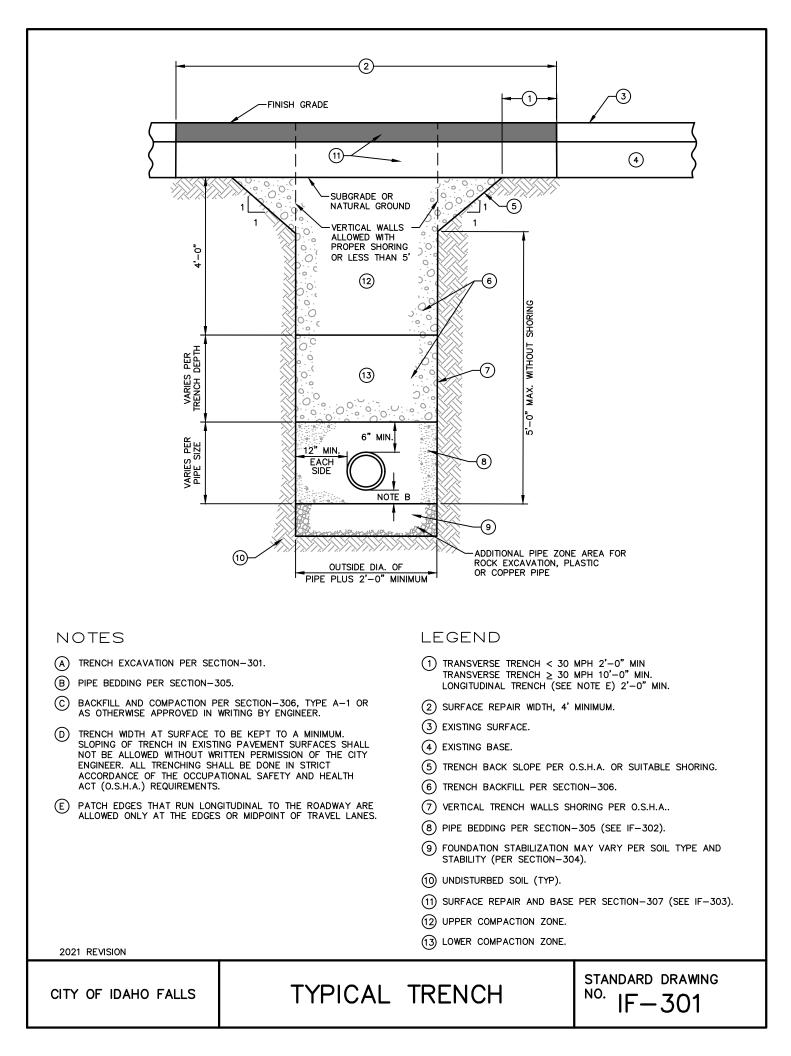
### Division 300 – Trenching – Standard Drawings

**Delete** the following Standard Drawings:

Delete SD-301 Delete SD-302 Delete SD-303 Delete SD-303A Delete SD-303B Delete SD-308

Add the following Idaho Falls Standard Drawings:

Add IF-301 Add IF-302 Add IF-303 Add IF-308 Add IF-309 Add IF-310 Add IF-311 Add IF-312



CITY OF IDAHO FALLS

TYPICAL PIPE PIPE BEDDING SECTION

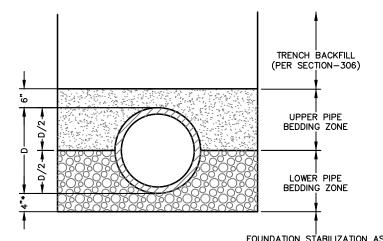
STANDARD DRAWING <sup>NO.</sup> IF-302

2018 REVISION

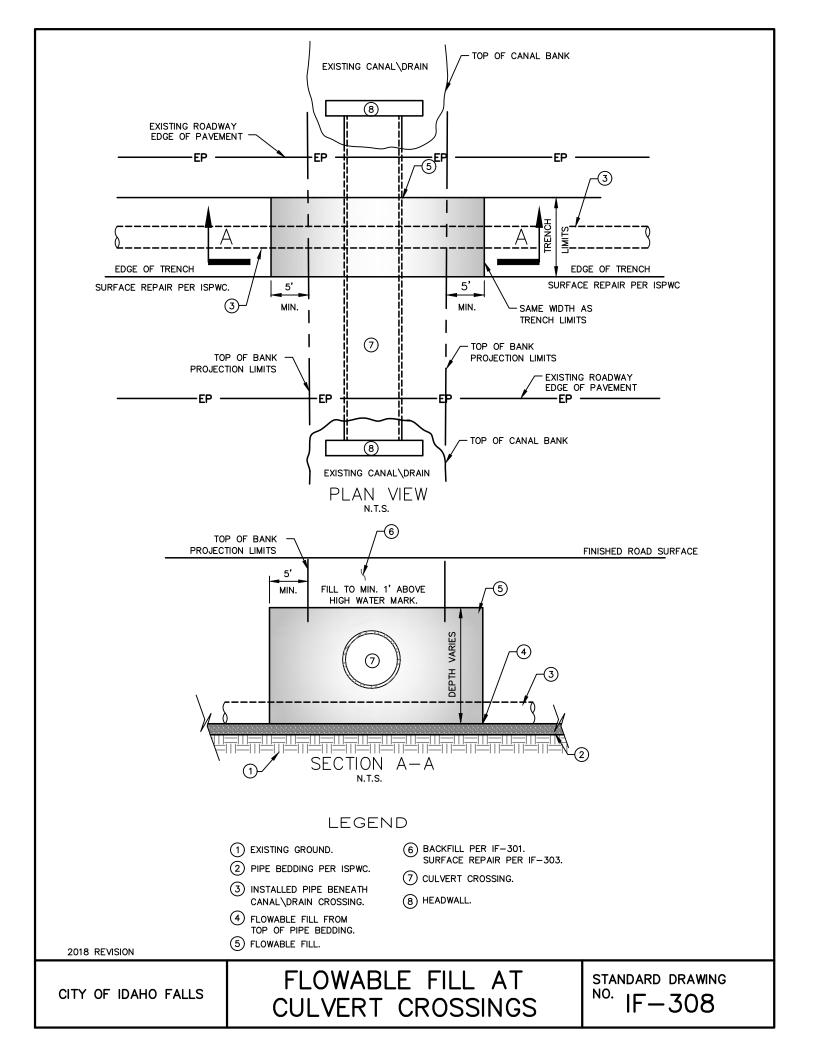
NOTE (A) REFER TO SECTION-305 FOR MATERIAL AND COMPACTION REQUIREMENTS.

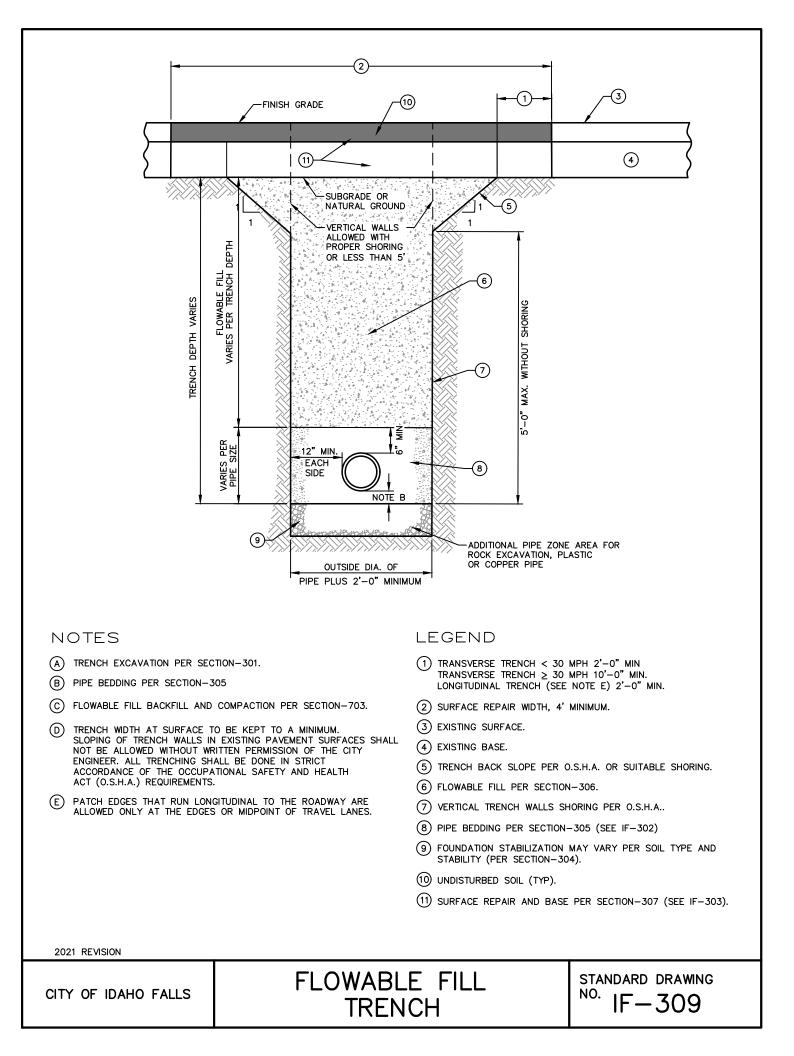
BEDDING SYSTEM	BEDDING MATERIAL	
	LOWER BEDDING ZONE	UPPER BEDDING ZONE
CLASS A-1	TYPE I	TYPE I
CLASS A-2	TYPE I	TYPE III
CLASS B-2	TYPE III	TYPE III
CLASS C-1 (CONCRETE CAP)	TYPE I	TYPE IV
CLASS C-2 (CONCRETE CRADLE)	TYPE IV	TYPE I
CLASS C-3 (CONCRETE ENCASEMENT)	TYPE IV	TYPE IV

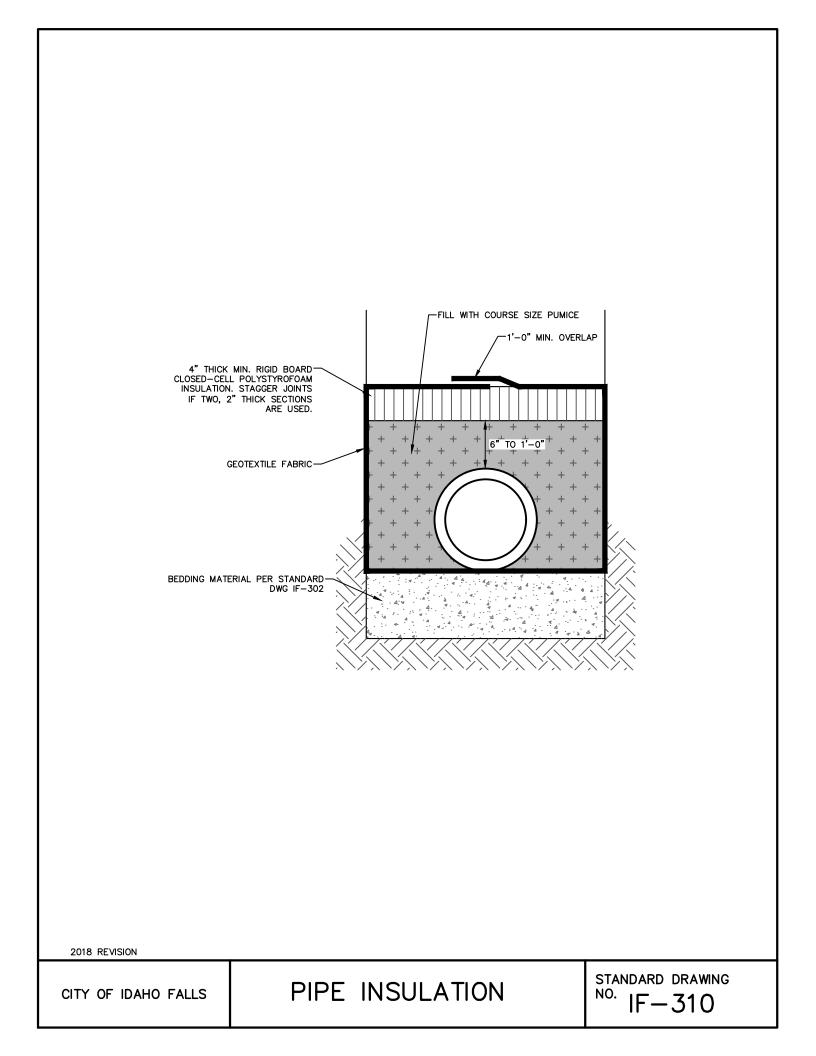




() () () () () () () () () ()	SAWCUT PER SEC. 300.	$\begin{array}{c} 13 \\ \hline 9 \\ $
TYPE "B" CONCRETE		PE'P' TYPE "C" PHALT GRAVEL
EXISTING OVERLAY EXISTING PAVEMENT (DO NOT DAMAGE)	4" 5 	(3)     GRAVEL       (6)     (2)     VARIES       (1)     (6)       (2)     (1)       (3)     (1)       (3)     (1)       (3)     (1)       (3)     (1)       (3)     (1)       (3)     (1)       (3)     (1)       (3)     (1)       (3)     (1)       (2)     (1)       (3)     (1)       (3)     (1)       (3)     (1)       (3)     (1)       (3)     (1)       (2)     (1)       (3)     (1)       (2)     (1)       (3)     (1)       (2)     (1)       (2)     (1)       (3)     (1)       (2)     (1)       (3)     (1)       (2)     (1)       (3)     (1)       (2)     (1)       (3)     (1)       (2)     (1)       (3)     (1)       (2)     (1)       (3)     (1)       (2)     (1)       (3)     (1)       (2)     (1)       (3)     (1)       (2)     (1)       <
		TYPE 'P' ASPHALT W/PAVEMENT FABRIC
		LEGEND
NOTES: REFER TO SECTION-307 FOR WORKMANSHIP REQUIREMENTS.	MATERIALS AND	$\bigcirc$ 8" of 3/4" MINUS CRUSHED AGGREGATE BASE (MIN.) UNLESS A GREATER DEPTH IS OTHERWISE SPECIFIED.
B ALL STREET CUTS WILL REQUI PAVING MACHINE OR SPREADE NEVER TO BE LESS THAN 4' I	R BOX. PATCH WIDTHS ARE N WIDTH.	(2) MATCH EXISTING PAVEMENT DEPTH TO 6" UNLESS A GREATER DEPTH IS SPECIFIED. USE A 2 1/2" (MIN.) MAT ON RESIDENTIAL STREETS AND 3" (MIN.) MAT ON INDUSTRIAL AND COLLECTORS AND 4" (MIN.) ON ARTERIALS.
<ul> <li>WHERE THE STREET SURFACE FABRIC, TAKE THE FOLLOWING A. OVERLAY ABOVE FABRIC ON EACH SIDE TO EXP.</li> <li>B. INSTALL NEW ASPHALT C. INSTALL NEW FABRIC FI ACCORDANCE WITH MAI D. OVERLAY FABRIC WITH GRADE OF STREET.</li> </ul>	ADDITIONAL STEPS: C AN ADDITIONAL 4" OSE EXISTING FABRIC. TO GRADE FABRIC. JLL WIDTH OF CUT, IN NUFACTURE'S INSTRUCTIONS.	<ul> <li>3 PORTLAND CEMENT CONCRETE SHALL BE CLASS 4000 psi EARLY STRENGTH, AND COMPLY WITH SECTION-706. CUT ASPHALT MAT IN NEAT STRAIGHT LINE.</li> <li>4 KEEP TRAFFIC OFF 72 HOURS, UNLESS OTHERWISE APPROVED BY THE ENGINEER.</li> <li>5 MINIMUM DISTANCES. 4" OVERLAP APPLIES WHERE FABRIC</li> </ul>
D TACK ALL COLD JOINT SURFAU HAS BEEN "BROKEN" PRIOR T		6 CUT ASPHALT IN NEAT STRAIGHT LINE.
	ITUDINAL TO THE ROADWAY ARE OR MIDPOINT OF TRAVEL LANES.	<ul> <li>3/4" MINUS AGGREGATE SURFACE COURSE (8") OR THICKNESS OF EXISTING GRAVEL, WHICHEVER IS GREATER.</li> <li>(8) THICKNESS EQUALS EXISTING PAVEMENT DEPTH PLUS 2" OF CONCRETE PAVEMENT.</li> </ul>
		9 TRANSVERSE TRENCH < 30 MPH 2'-0" MIN TRANSVERSE TRENCH $\geq$ 30 MPH 10'-0" MIN. LONGITUDINAL TRENCH (SEE NOTE E) 2'-0" MIN.
		(1) COMPACTED TRENCH BACKFILL AS PER IF-301 AND SECTION-306 OF THESE SPECIFICATIONS.
		<ol> <li>ASPHALT TO EXISTING SHELF (MIN 2" THICK).</li> <li>PLACE NEW PAVEMENT FABRIC FULL WIDTH OF ASPHALT</li> </ol>
2018 REVISION		13 4' MINIMUM WIDTH FOR SURFACE RESTORATION.
CITY OF IDAHO FALLS		CUTS AND STANDARD DRAWING NO. IF-303



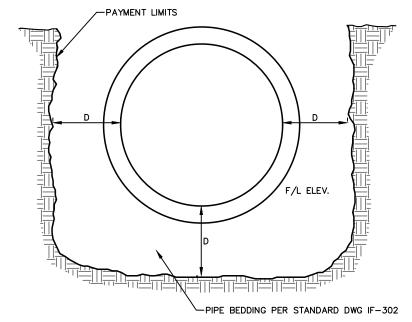


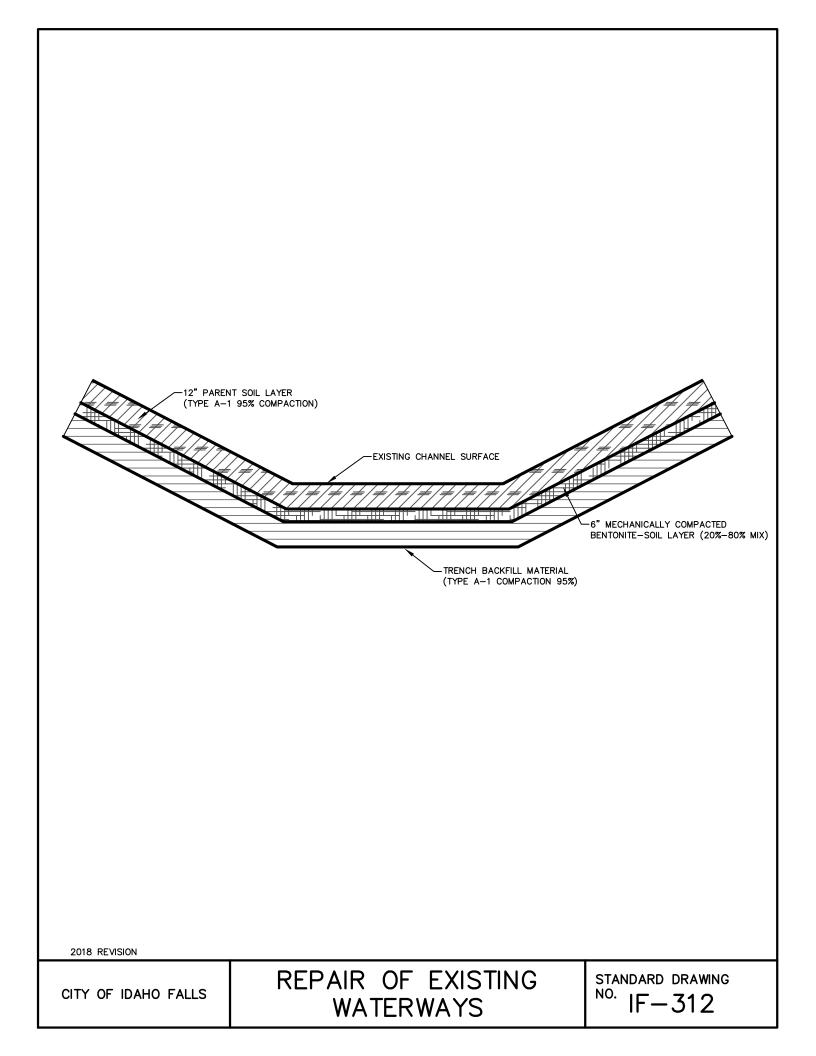


ROCK EXCAVATION DIAGRAM standard drawing <sup>NO.</sup> IF-311

2018 REVISION

PIPE SIZE	D
0" - 30"	1' - 0"
31" - 54"	1' - 3"
55" – 84"	1' - 6"





## **CITY OF IDAHO FALLS**

## SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC

## **DIVISION 400 - WATER**

## CITY OF IDAHO FALLS SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC

### Division 400 – Water

### Section 401 – Water Pipe and Fittings, Part 2.1 Pipe and Fittings Size, Type and Strength

### Add new Item D:

D. For all pipes larger than 2" in diameter, install only ductile iron pipe and fittings unless otherwise approved in writing by the Engineer.

### Section 401 — Water Pipe and Fittings, Part 2.3 Ductile Iron Pipe and Fittings

### Delete Item A.1 and insert new Item A.1:

1. Thickness Class: Class 50 or higher as may be required by the bedding, pressure and loading conditions encountered at the project site.

### Section 401 — Water Pipe and Fittings, Part 3.1 Examinations

### **Delete** Item C and **insert** new Item C:

C. Verify that excavation will allow a minimum pipe cover of 72 inches and a maximum pipe cover of 96 inches, unless otherwise indicated in the Contract Documents.

### Section 401 — Water Pipe and Fittings, Part 3.2 Pipe Installation

### Add new Item R:

R. Conductivity: Provide a continuity connection at all mechanical and rubber gasket joints in ductile iron pipe. Use number two or larger stranded copper wire with end sleeves. Make electrical connections using Cad weld Type HB or equal. Expose the surface of the pipe by removing factory coatings where Cad weld connections are made to the pipe. After connections have been completed, thoroughly clean all exposed surfaces of the pipe, where the coatings were removed to complete the connection, to expose the base metal. Coat the connection and the cleaned area of the pipe with two or more field coats of bitumastic coating.

### Section 401 — Water Pipe and Fittings, Part 3.4 Thrust Blocks

Delete Item B and insert new Item B:

B. Provide bearing area against undisturbed earth. If the soil at the site of the thrust block is of a poor or unsuitable nature and at the direction of the Engineer, remove said unsuitable material and replace with Crushed or Uncrushed Aggregate Base or other material approved in writing by the Engineer. If required by the Engineer, increase the thrust blocking in size to provide the necessary blocking and restraint required in lieu of removing unsuitable material.

### Section 401 — Water Pipe and Fittings, Part 3.11 Abandonment of Existing Mains

### Add new Item E:

E. Cap end of abandoned main in a manner approved by the Engineer.

### Section 401 — Water Pipe and Fittings, Part 3 Construction

Add new Part 3.12 Temporary Water Service

- A. Provide temporary water service when replacement construction is required of an existing water main line pipe. This temporary water service is required during the time it takes for the proper construction of the replacement water main line pipe, including the required time for disinfection, pressure testing, flushing, bacterial testing and receiving results of an acceptable bacterial test. No temporary water service is required for service disruptions that do not exceed 4 hours in duration, provided that the disruption is coordinated with the user(s) to minimize their inconvenience.
- B. Utilize such material for temporary water service that is capable of supplying the volume of water that is currently being required by the adjacent properties, except that volume required for fire protection. Use material that is "new" or used previously only for potable water.
- C. Handle temporary water service in such a manner as to maintain a safe clean temporary water service at all times during the replacement construction. Chlorinate the temporary water service and hydrant. A passing bacteria test is required prior to being placed in service. Choose a method and material for temporary water service that is acceptable to the Engineer. Demonstrate that the method is feasible and will work properly prior to starting the replacement construction. Coordinate closely with the City's Water Division to minimize adverse impact on water service operations and surrounding private property.

- D. Shut off the existing water line that is to be replaced prior to any excavation. This may be done on a block-by-block basis if the Contractor so desires. Notify all property owners and the City Water Division of any water line that is to be turned off during the replacement construction. Provide an approximate time and duration for each water main line shut-off period. Provide a temporary water service to any property that requires water service during a shut-off period.
- E. The Contractor may "hose over", with a hose consisting of drinking water quality materials from one property with water service to another property without service, provided both property owners understand and agree to the arrangement and the temporary line can be maintained on a twenty-four (24) hour basis. "Hosing over" from a property that is already "hosed over" is not allowed. Repair any faucets, etc. which become plugged during the temporary service.
- F. Locate and place any overland pipelines and hosed used for the temporary water service in a manner to minimize interference with pedestrian and vehicular traffic. Incorporate appropriate signing and barricading, in accordance with MUTCD, to mark street crossings and sidewalk areas.
- G. Upon completion of the "new" replaced water main line and reconnection of the existing or new service lines, flush each property's water system and ensure that all faucets, etc. are not plugged.
- H. Indemnify and hold harmless the City from any and all damages or claims arising from the temporary water service operations. The Contractor is entirely responsible for the methods and results of the temporary water service.

### Add new Part 3.13 Water Main Access Structure

A. Water Main Access Structure in conformance with Standard Drawing IF-411.

### Section 401 — Water Pipe and Fittings, Part 4.1 Measurement and Payment

### Add Item C and D:

- C. Temporary Water Service: By the lump sum for all temporary water service required.
  - 1. Bid Schedule Payment Reference: 401.4.1.C.1.
  - 2. Bid Schedule Description: Temporary Water Service...lump sum (LS).

- D. Water Main Access Structure: Per Lump Sum.
  - 1. Bid Schedule Payment Reference: 401.4.1.D.1.
  - 2. Bid Schedule Description: Water Main Access Structure...lump sum (LS).

### Section 402 — Hydraulic Valves, Part 2.1 Valve Size, Type and Strength

### Add Item D:

- D. Valve Size
  - 1. Resilient Seated Gate Valves: Maximum size 10 inches.
  - 2. Butterfly Valves: Minimum size 12 inches.

### Section 402 — Hydraulic Valves, Part 2.5 Blow-off Assembly

**Delete** Part 2.5 Blow-off Assembly in its entirety.

Section 402 — Hydraulic Valves, Part 2.7 Valve Boxes

**Delete** Item C and **insert** new Item C:

C. Adjustment: Adjustable with sufficient length as to be adapted without full extension to the depth of cover required over the pipe at the valve location.

### Section 402 – Hydraulic Valves, Part 3.2 Installation

### Add Item G:

G: Install an extension stem, where the valve operating nut is installed at depths in excess of 6 feet of finished grade, such that the top of the extension is within 18 inches of the finished grade.

### Section 403 – Hydrants, Part 2.3 Color

### **Delete** Item A and **insert** new Item A:

A. Chrome Yellow, OSHA Safety Yellow, or approved equal.

### Section 403 – Hydrants, Part 2 Materials

### Add Part 2.9 Flush Hydrant

2.9 FLUSH HYDRANT

- A. Conform to Standard Drawing IF-405 Flush Hydrant.
- B. Nozzle: Two inch NPT nozzle outlet.
- C. Inlet: Two inch FIP inlet.
- D. Operation: Operable by turning a top-mounted 9/16 inch square nut counterclockwise to open and clockwise to close, with drain outlet sealed in all positions from 1/4 open to fully open.
- E. Material for Internal Working Parts, Inlet and Outlet: Low-lead brass.
- F. Material for Wear Parts (O-rings and Valve Seat): Of commonly available dimensions and materials and not of vendor-unique design.
- G. Installation Type: Below grade, designed to fit within a standard valve box with all working parts serviceable from above with no digging required.

### Section 403 – Hydrants, Part 3.1 Examinations

### Add Item F:

F. Verify that the size of the main line to which the hydrant line is to be connected is a minimum size of 6 inches if the main is looped or a minimum of 8 inches if the main is not looped.

### Section 403 – Hydrants, Part 3.2 Installation

### Add Items H and I:

- H. Thoroughly clean and paint all iron parts of hydrants, both inside and outside.
   Coat all inside surfaces and outside surfaces below the sidewalk ring with asphalt varnish, Federal Specifications TT-P-51a or JANP-450. Apply two coats, the first having dried thoroughly before the second is applied.
- Thoroughly clean the outside of hydrants above the sidewalk ring and paint with one coat of paint of durable composition conforming to Federal Specification TT-P-86a, Type IV and two additional coats of Chrome Yellow, OSHA Safety Yellow, or approved equal, on the body and cap.

### Section 403 — Hydrants, Part 4.1 Measurement and Payment

**Delete** Item A and **insert** new Item A:

- A. Hydrant. Per each as specified. Includes hydrant, valve, pipe, thrust blocks, restraint, fittings, valve boxes, connections, drain rock, filter fabric, spare parts, excavation, bedding, backfilling, testing and all appurtenances not itemized in the Bid Schedule.
  - 1. Bid Schedule Payment Reference: 403.4.1.A.1.
  - 2. Bid Schedule Description: Hydrant, Type \_\_\_\_\_...each (EA).

### Add Item B, C, and D:

- B. Reset Existing Hydrant. Per each as specified. Includes hydrant, valve, pipe, thrust blocks, restraint, fittings, valve boxes, connections, drain rock, filter fabric, spare parts, excavation, bedding, backfilling, testing and all appurtenances not itemized in the Bid Schedule.
  - 1. Bid Schedule Payment Reference: 403.4.1.B.1.
  - 2. Bid Schedule Description: Reset existing Hydrant, Type \_\_\_\_\_...each (EA).
- C. Relocate Existing Hydrant. Per each as specified. Includes hydrant, valve, pipe, thrust blocks, restraint, fittings, valve boxes, connections, drain rock, filter fabric, spare parts, excavation, bedding, backfilling, testing and all appurtenances not itemized in the Bid Schedule.
  - 1. Bid Schedule Payment Reference: 403.4.1.C.1.
  - Bid Schedule Description: Relocate existing Hydrant, Type \_\_\_\_...each (EA).
- D. Reconnect Existing Hydrant. Per each as specified. Includes hydrant, valve, pipe, thrust blocks, restraint, fittings, valve boxes, connections, drain rock, filter fabric, spare parts, excavation, bedding, backfilling, testing and all appurtenances not itemized in the Bid Schedule.
  - 1. Bid Schedule Payment Reference: 403.4.1.D.1.
  - Bid Schedule Description: Reconnect existing Hydrant, Type \_\_\_\_...each (EA).

### <u>Section 404 – Water Service Line and Meters, Part 2.1 PIPE AND FITTINGS SIZE, TYPE AND</u> <u>STRENGTH</u>

Add new Item D:

D. For all service pipes 2" and less in diameter, install only seamless Polyethylene(PE) pressure Pipe unless otherwise approved in writing by the Engineer.

### Section 404 – Water Service Line and Meters, Part 2.2 Service Pipe

Delete Items A.1, A.2, and A.3 and insert new Item A.1, A.2, A.3 and A.5:

- 1. Pressure Class: 250 psi.
- 2. Outside Dimension Ratio: SDR 9.
- 3. Dimension Basis: Copper Tubing Size (CTS).
- 5. Blue in color.

### Section 404 — Water Service Line and Meters, Part 2.4 Appurtenances

Delete Items B.3 and insert new Item B.3:

3. Ballcorp style for CTS PE pipe.

### Delete Item G and insert new Item G:

G. Meter Box

1. Products and materials in accordance with Standard Drawings IF-401A and IF-401B.

### Section 404 — Water Service Line and Meters, Part 2.4 Appurtenances

Add new Item I Curb Stops and Curb Boxes:

- 1. Curb stops: Ball type with compression inlet for CTS polyethylene tubing, ¼ turn with stop.
- 2. Curb boxes: Provided with a shut off rod of such length that the top of said rod is between 6" and 36" below proposed finish grade. Arch pattern base and two-hole Erie style lid with Mueller H-10342 or equal curb box sleeves for use in sidewalks.

### Section 404 – Water Service Line and Meters, Part 3.2 Installation

Delete the last sentence of Item A and replace with the following:

For service disruptions exceeding 4 hours in duration, provide temporary water service

in accordance with Section 401, Part 3.12 Temporary Water Service.

Add new Items M through P:

- M. Do not use couplings for service lines, unless the length of service line is such that one complete roll of tubing will not make the connection from corporation stop to curb stop valve.
- N. Leave the main trench open at all points where service connections are made until such services are installed and tested to the curb stop valve.
- O. Install stainless steel inserts into all compression connections.
- P. Plan and coordinate work such that water service can be resumed with the least possible inconvenience to the public, with no water service being disconnected to any customer for a period of more than six consecutive hours unless approved in writing by the Engineer.

### Section 404 — Water Service Line and Meters, Part 4.1 Measurement and Payment

Add Items B and C:

- B. Replace Water Service, Size \_\_\_\_\_: Per each size as specified. Includes excavation, bedding, backfill, service tap, and saddle, corporation stop, service pipe, fitting, meter, meter box and all appurtenances as designated in the Plans and as directed by Engineer.
  - 1. Bid Schedule Payment Reference: 404.4.1.B.1.
  - 2. Bid Schedule Description: Replace Water Service, Size \_\_\_\_\_...each (EA).
- C. Adjust Meter Box: Per each as specified. Includes excavation, labor, bedding, backfill, and all appurtenances to adjust meter box to grade (sizes 1" through 2") as designated in the Plans and directed by Engineer.
  - 1. Bid Schedule Payment Reference: 404.4.1.C.1.
  - 2. Bid Schedule Description: Adjust Meter Box...each (EA)

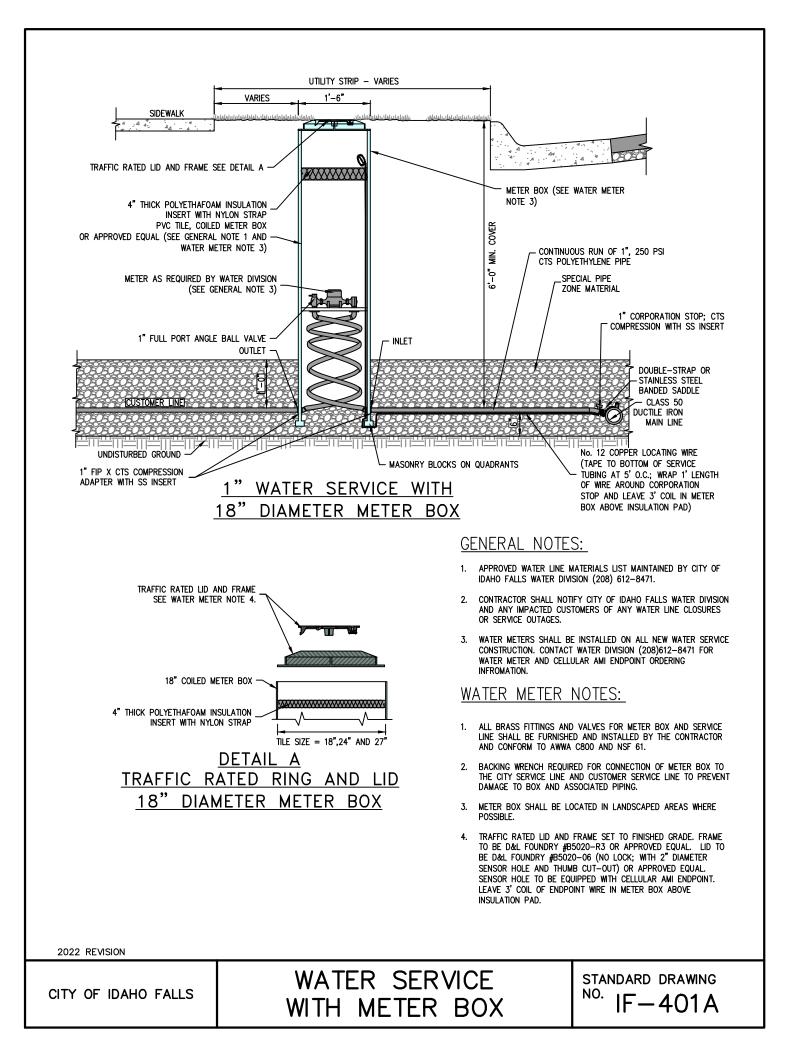
### Division 400 – Water – Standard Drawings

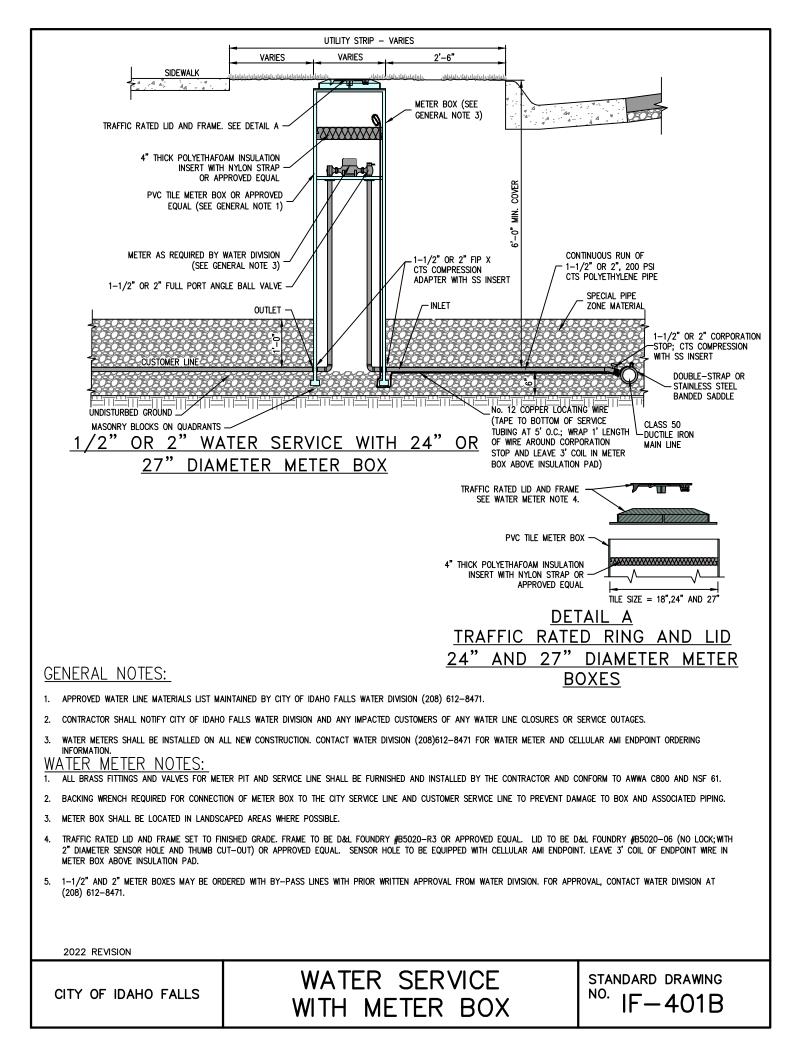
**Delete** the following Standard Drawings:

Delete SD-401 Delete SD-402 Delete SD-403 Delete SD-404 Delete SD-405

Add the following Idaho Falls Standard Drawings:

Add IF-401A Add IF-401B Add IF-401C Add IF-401D Add IF-401E Add IF-401F Add IF-403 (2 sheets) Add IF-404 Add IF-404 Add IF-405 Add IF-409 (2 sheets) Add IF-410 Add IF-410B Add IF-410C

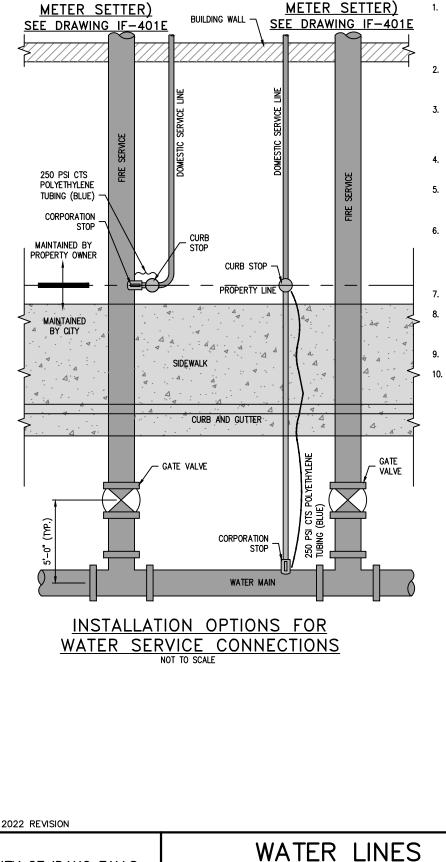






OPTION 1

(REQUIRES INTERIOR



### NOTES:

**OPTION 2** 

(REQUIRES INTERIOR

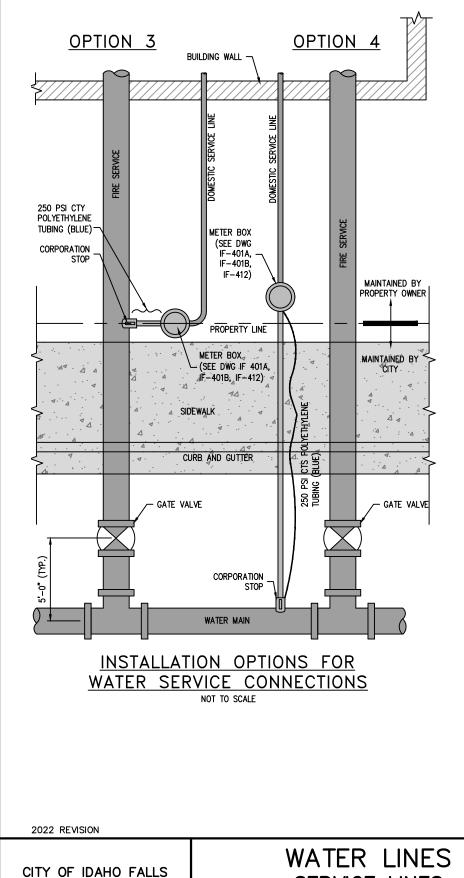
SERVICE LINES

- PER IDAHO ADMINISTRATIVE CODE (IDAPA 58.01.08) ALL NEW WATER SERVICE LINE INSTALLATIONS SHALL INSTALL PROVISIONS 1. FOR A WATER METER (EITHER A METER BOX OR A COMMERCIAL INTERIOR METER SETTER) TO CAPTURE BOTH DOMESTIC AND LANDSCAPE SPRINKLING USES.
- WHENEVER POSSIBLE, WATER METERS FOR COMMERCIAL INTERIOR METER SETTERS MUST BE MOUNTED IN A HORIZONTAL POSITION
- LANDSCAPE SPRINKLER LINES MUST CONNECT TO SERVICE LINE AFTER WATER METER, OR CONTRACTOR WILL BE REQUIRED TO INSTALL A SEPARATE METER BOX FOR LANDSCAPE SPRINKLER LINE.
- COMMERCIAL INTERIOR METER SETTER SHALL BE LOCATED IN A HEATED MECHANICAL ROOM.
- METER BY-PASS LINES REQUIRE PRIOR WRITTEN APPROVAL FROM THE WATER DIVISION. FOR APPROVAL, CONTACT WATER DIVISION (208) 612-8471.
- ISOLATION VALVES SHALL BE INSTALLED IMMEDIATELY UP AND DOWNSTREAM OF THE WATER METER ON COMMERCIAL INTERIOR METER SETTERS. ISOLATION VALVES SHALL BE FULL PORT BALL VALVES FOR LINES SIZES UP TO 2" AND RESILIENT SEAT GATE VALVES FOR LINE SIZES OVER 2".
- CONTACT WATER DIVISION (208)612-8471 FOR WATER METER AND AMI ENDPOINT ORDERING INFORMATION. CITY OF IDAHO FALLS WATER DIVISION SHALL OWN AND
- MAINTAIN WATER METERS AND REGISTERS IN INTERIOR METER SETTERS AND MANIFOLDS.
- SEE IF-401E FOR PLAN VIEW COMMERCIAL INTERIOR METER SETTER.
- CURB BOXES LOCATED IN CONCRETE SHALL BE EQUIPPED WITH A CURB BOX SLEEVE (MUELLER PART #:H-10342 OR APPROVED EQUAL). CURB BOXES LOCATED IN PAVED ASPHALT SHALL BE PROTECTED BY A TYLER 6855 SERIES HEAVY DUTY VALVE BOX TOP SECTION AND LID (OR APPROVED EQUAL).

STANDARD DRAWING

IF - 401C

NO.



### NOTES:

- 1. PER IDAHO ADMINISTRATIVE CODE (IDAPA 58.01.08) ALL NEW WATER SERVICE LINE INSTALLATIONS SHALL INSTALL PROVISIONS FOR A WATER METER (EITHER A METER BOX OR A COMMERCIAL INTERIOR METER SETTER) TO CAPTURE BOTH DOMESTIC AND LANDSCAPE SPRINKLING USES.
- 2. WHENEVER POSSIBLE, WATER METERS FOR COMMERCIAL INTERIOR METER SETTERS MUST BE MOUNTED IN A HORIZONTAL POSITION.
- LANDSCAPE SPRINKLER LINES MUST CONNECT TO SERVICE LINE AFTER WATER METER, OR CONTRACTOR WILL BE REQUIRED TO INSTALL A SEPARATE METER BOX FOR LANDSCAPE SPRINKLER LINE.
- 4. COMMERCIAL INTERIOR METER SETTER SHALL BE LOCATED IN A HEATED MECHANICAL ROOM.
- METER BY-PASS LINES REQUIRE PRIOR WRITTEN APPROVAL FROM THE WATER DIVISION. FOR APPROVAL, CONTACT WATER DIVISION (208) 612-8471.
- 6. ISOLATION VALVES SHALL BE INSTALLED IMMEDIATELY UP AND DOWNSTREAM OF THE WATER METER ON COMMERCIAL INTERIOR METER SETTERS. ISOLATION VALVES SHALL BE FULL PORT BALL VALVES FOR LINES SIZES UP TO 2" AND RESILIENT SEAT GATE VALVES FOR LINE SIZES OVER 2".
- 7. CONTACT WATER DIVISION (208)612-8471 FOR WATER METER AND AMI ENDPOINT ORDERING INFORMATION.
- 8. CITY OF IDAHO FALLS WATER DIVISION SHALL OWN AND MAINTAIN WATER METERS AND REGISTERS IN INTERIOR METER SETTERS AND MANIFOLDS.

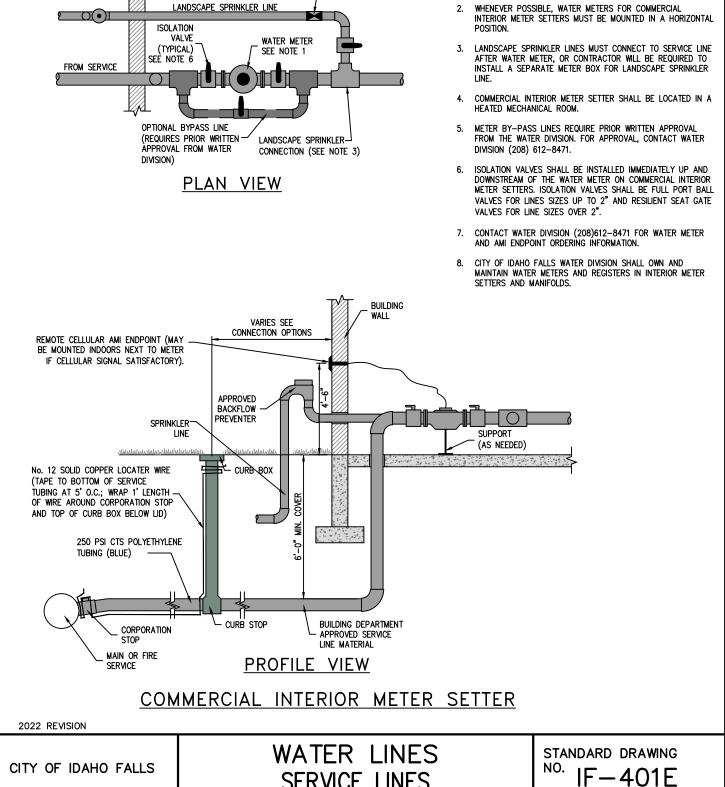
STANDARD DRAWING

IF-401D

NO.

SERVICE LINES





SPRINKLER

DRAIN VALVE

EXTERIOR

BUILDING

WALL

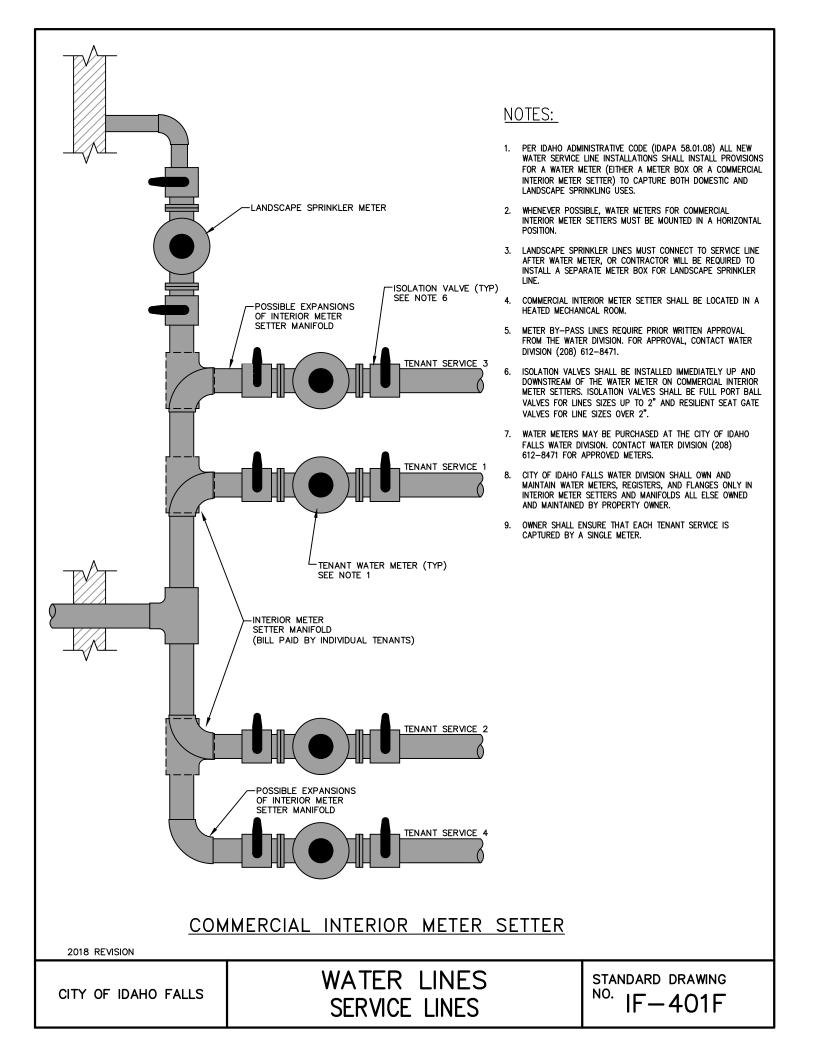
INTERIOR

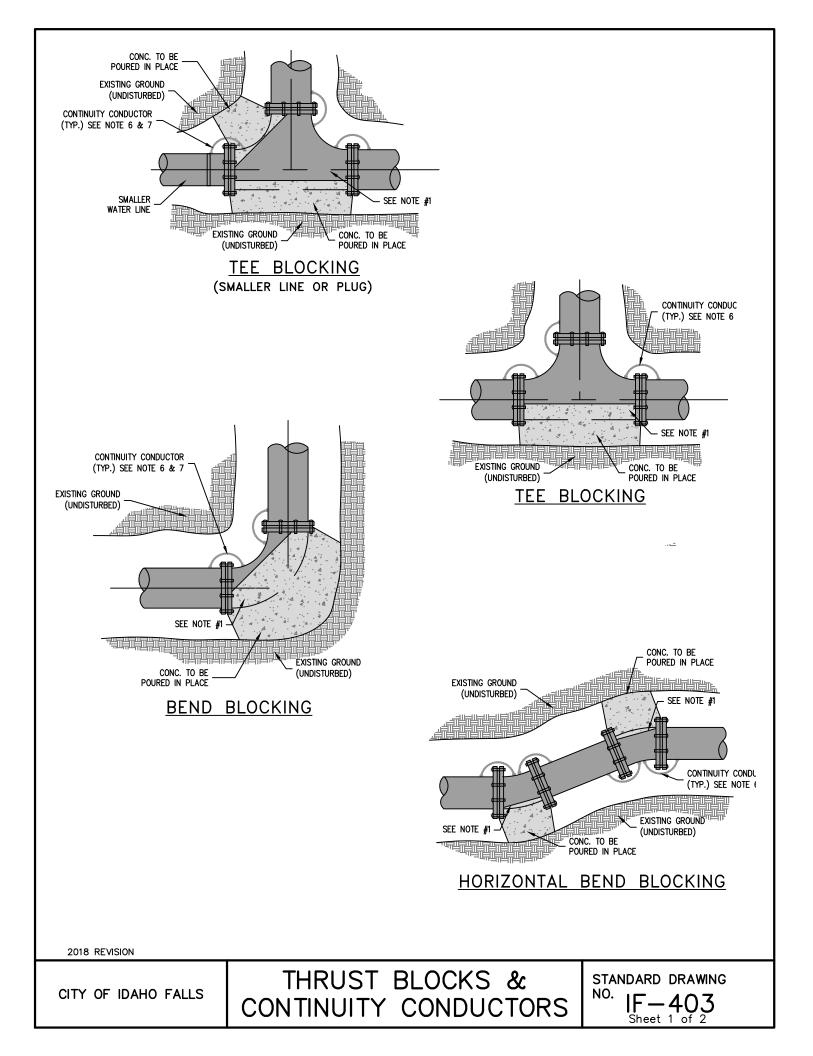
BUILDING

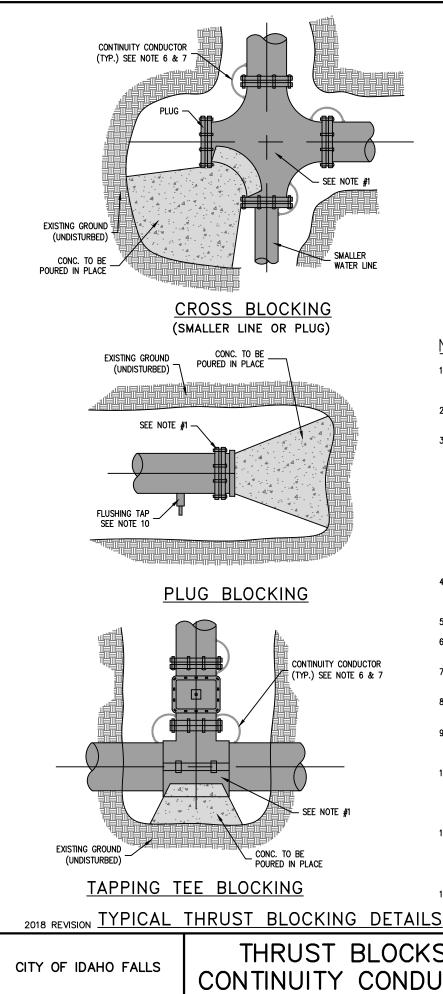
WALL

### NOTES:

- PER IDAHO ADMINISTRATIVE CODE (IDAPA 58.01.08) ALL NEW WATER SERVICE LINE INSTALLATIONS SHALL INSTALL PROVISIONS 1. FOR A WATER METER (EITHER A METER BOX OR A COMMERCIAL INTERIOR METER SETTER) TO CAPTURE BOTH DOMESTIC AND LANDSCAPE SPRINKLING USES.
- WHENEVER POSSIBLE, WATER METERS FOR COMMERCIAL INTERIOR METER SETTERS MUST BE MOUNTED IN A HORIZONTAL 2.







### NOTES:

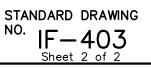
- ALL APPURTENANCES TO BE WRAPPED WITH 8 MIL PLASTIC 1. TO PREVENT CONCRETE FROM ADHERING TO ANY PART OF FITTINGS.
- ALL THRUST BLOCKING SHALL BE POURED AGAINST 2. UNDISTURBED EARTH.

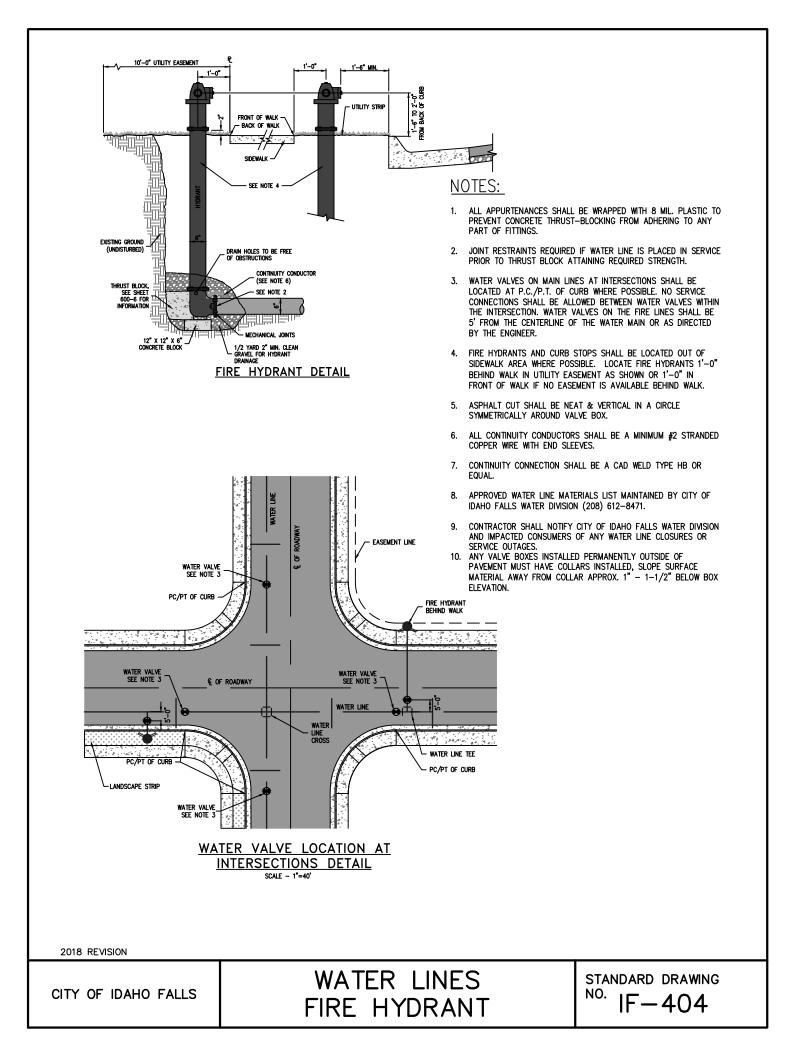
REQUIRED AREA OF CONCRETE SURFACE BEARING AGAINST TRENCH WALL, FOR THRUST BLOCKS. 3.

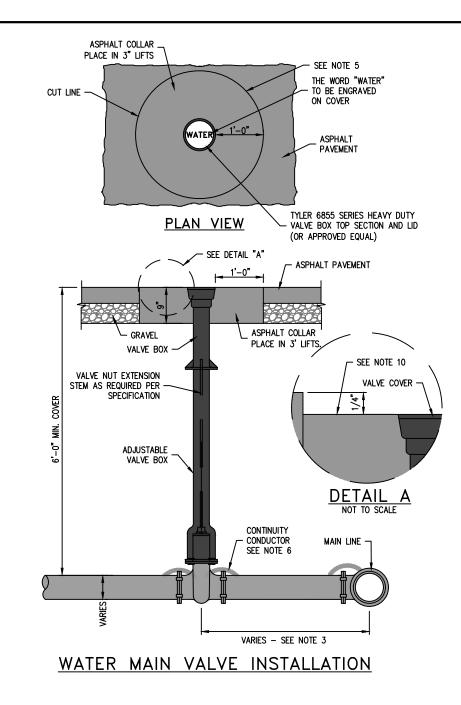
4"	FITTING 3.0 SQ. FT.
6"	FITTING 3.0 SQ. FT.
8"	FITTING 5.3 SQ. FT.
10"	FITTING 8.4 SQ. FT.
12"	FITTING 11.8 SQ. FT.
14"	FITTING 16.2 SQ. FT.
16"	FITTING 21.1 SQ. FT.
18"	FITTING 26.7 SQ. FT.
20"	FITTING 33.0 SQ. FT.
24"	FITTING 47.3 SQ. FT.

- JOINT RESTRAINTS REQUIRED IF WATER LINE IS PLACED IN 4. SERVICE PRIOR TO THRUST BLOCK ATTAINING REQUIRED STRENGTH.
- 5. ALL THRUST BLOCKS TO BE CLASS 4 CONCRETE.
- 6. ALL CONTINUITY CONDUCTORS SHALL BE A MINIMUM #2 STRANDED COPPER WIRE WITH END SLEEVES.
- CONTINUITY CONNECTION SHALL BE A CAD WELD TYPE HB 7. OR FOUAL.
- APPROVED WATER LINE MATERIALS LIST MAINTAINED BY CITY 8. OF IDAHO FALLS WATER DIVISION (208) 612-8471.
- CONTRACTOR TO NOTIFY CITY OF IDAHO FALLS WATER DIVISION AND IMPACTED CUSTOMERS OF ANY WATER LINE 9. CLOSURES OR SERVICE OUTAGES.
- FLUSHING TAPS SHALL ONLY BE INSTALLED ON TEMPORARY 10. DEAD-END LINES THAT ARE PLANNED FOR FUTURE EXTENSION. UPON EXTENSION OF TEMPORARY DEAD-END LINES, FLUSHING TAP SHALL BE REMOVED AND REPLACED WITH A BRASS PLUG.
- 11. FLUSHING TAPS SHALL ONLY BE INSTALLED ON TEMPORARY DEAD-END LINES THAT ARE PLANNED FOR FUTURE EXTENSION. UPON EXTENSION OF TEMPORARY DEAD-END LINES, FLUSHING TAP SHALL BE REMOVED AND REPLACED WITH A BRASS PLUG.
- 12. FLUSH HYDRANTS (SEE IF-410) SHALL BE INSTALLED ON ALL PERMANENT DEAD-END LINES (I.E. CUL-DE-SACS).

THRUST BLOCKS & CONTINUITY CONDUCTORS







### NOTES:

- 1. ALL APPURTENANCES SHALL BE WRAPPED WITH 8 MIL. PLASTIC TO PREVENT CONCRETE THRUST-BLOCKING FROM ADHERING TO ANY PART OF FITTINGS.
- 2. JOINT RESTRAINTS REQUIRED IF WATER LINE IS PLACED IN SERVICE PRIOR TO THRUST BLOCK ATTAINING REQUIRED STRENGTH.
- 3. WATER VALVES ON MAIN LINES AT INTERSECTIONS SHALL BE LOCATED AT P.C./P.T. OF CURB WHERE POSSIBLE. NO SERVICE CONNECTIONS SHALL BE ALLOWED BETWEEN WATER VALVES WITHIN THE INTERSECTION. WATER VALVES ON THE FIRE LINES SHALL BE 5' FROM THE CENTERLINE OF THE WATER MAIN OR AS DIRECTED BY THE ENGINEER.
- 4. FIRE HYDRANTS AND CURB STOPS SHALL BE LOCATED OUT OF SIDEWALK AREA WHERE POSSIBLE. LOCATE FIRE HYDRANTS 1'-0" BEHIND WALK IN UTILITY EASEMENT AS SHOWN OR 1'-0" IN FRONT OF WALK IF NO EASEMENT IS AVAILABLE BEHIND WALK.
- 5. ASPHALT CUT SHALL BE NEAT & VERTICAL IN A CIRCLE SYMMETRICALLY AROUND VALVE BOX.
- 6. ALL CONTINUITY CONDUCTORS SHALL BE A MINIMUM #2 STRANDED COPPER WIRE WITH END SLEEVES.
- 7. CONTINUITY CONNECTION SHALL BE A CAD WELD TYPE HB OR EQUAL.
- 8. APPROVED WATER LINE MATERIALS LIST MAINTAINED BY CITY OF IDAHO FALLS WATER DIVISION (208) 612-8471.
- CONTRACTOR SHALL NOTIFY CITY OF IDAHO FALLS WATER DIVISION AND IMPACTED CONSUMERS OF ANY WATER LINE CLOSURES OR SERVICE OUTAGES.
   ANY VALVE BOXES INSTALLED PERMANENTLY OUTSIDE OF PAVEMENT MUST HAVE COLLARS INSTALLED, SLOPE SURFACE MATERIAL AWAY FROM COLLAR APPROX. 1" 1-1/2" BELOW BOX ELEVATION.

WATER VALVE

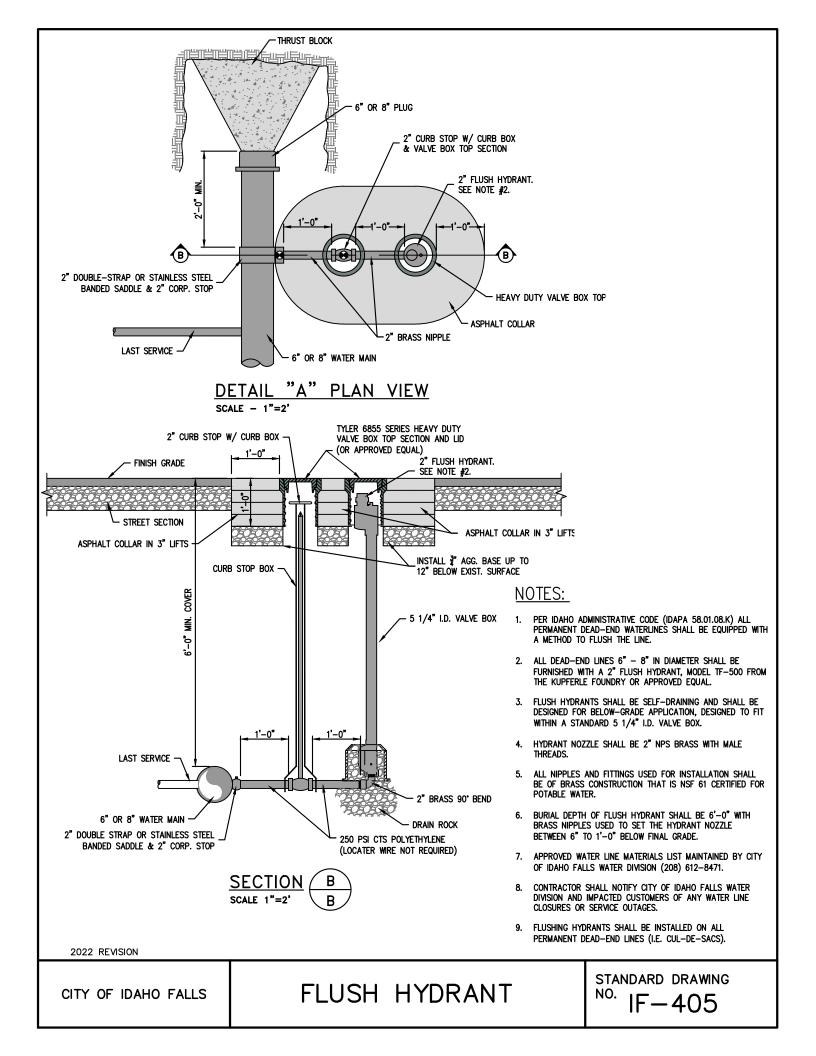
STANDARD DRAWING

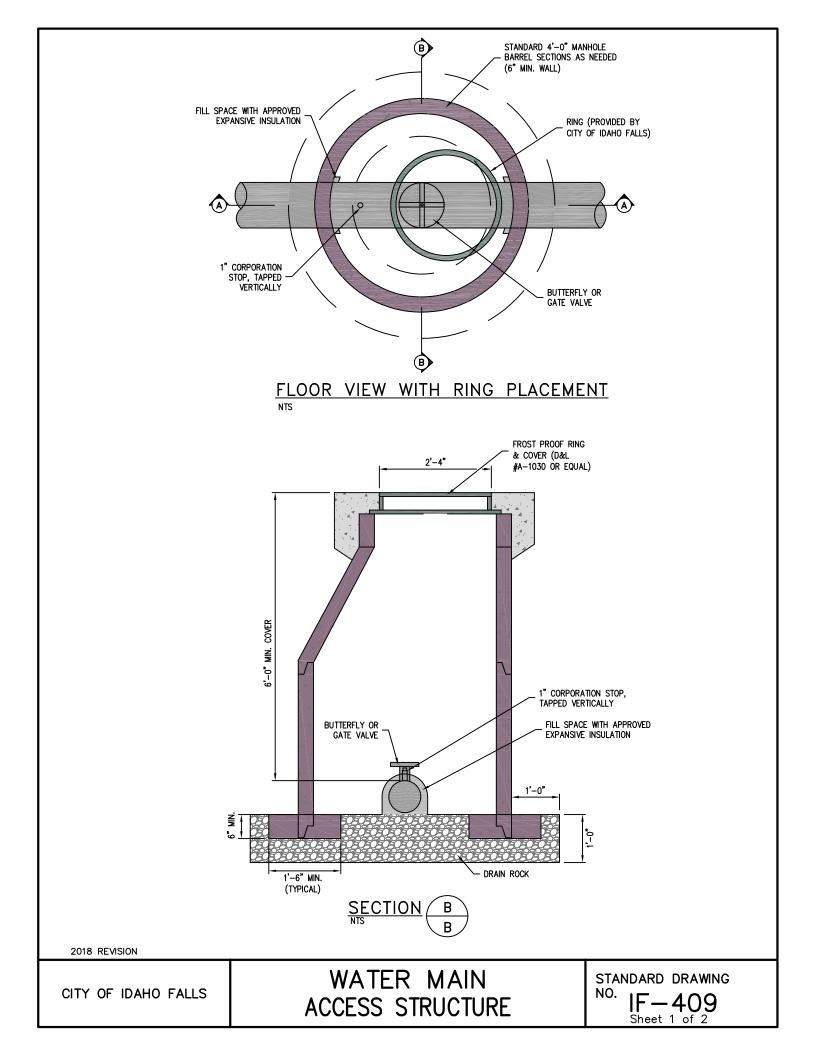
IF-404A

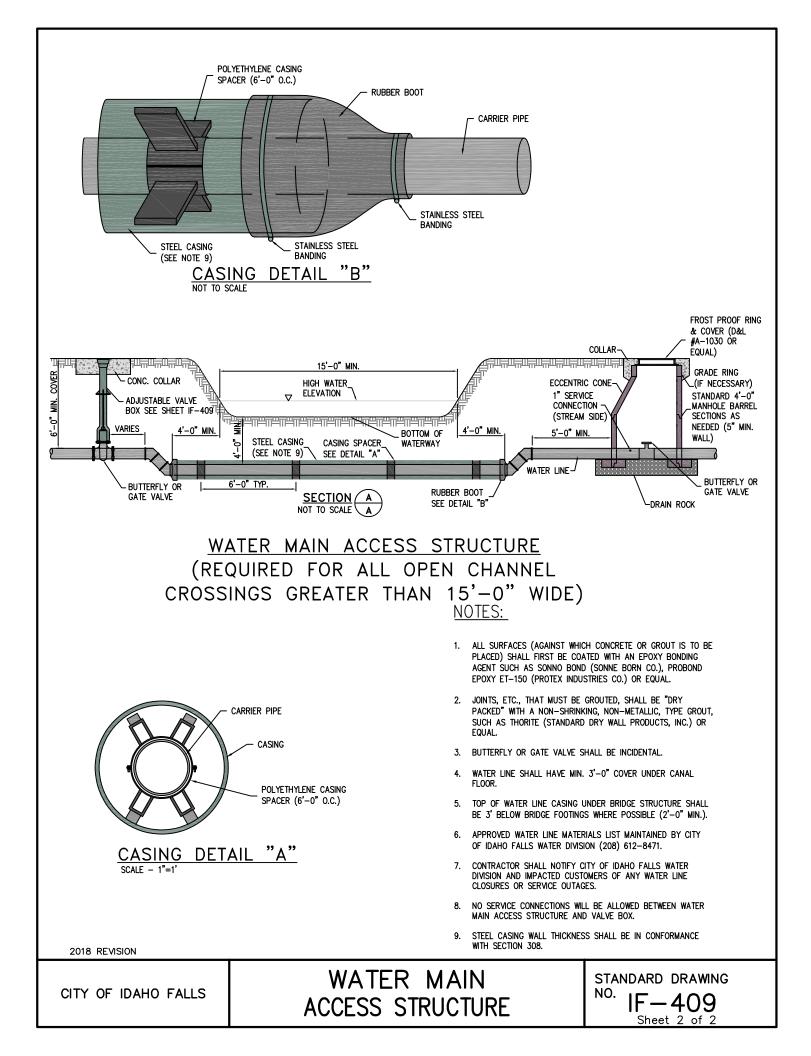
NO.

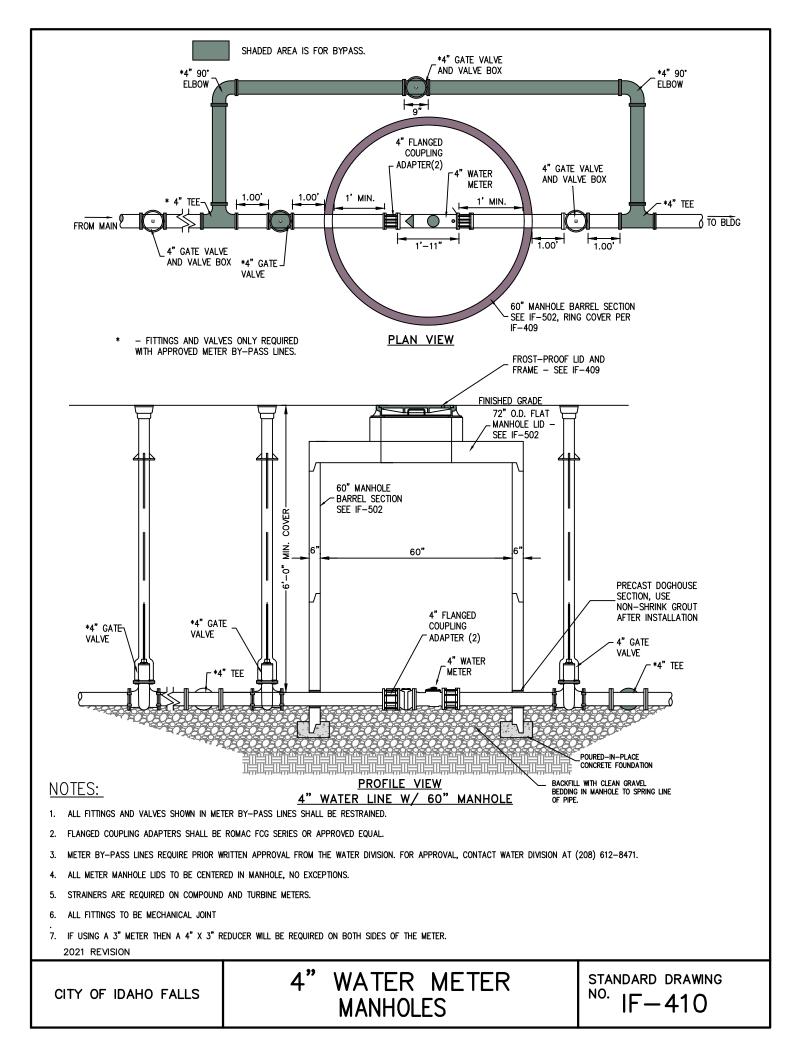
2018 REVISION

CITY OF IDAHO FALLS

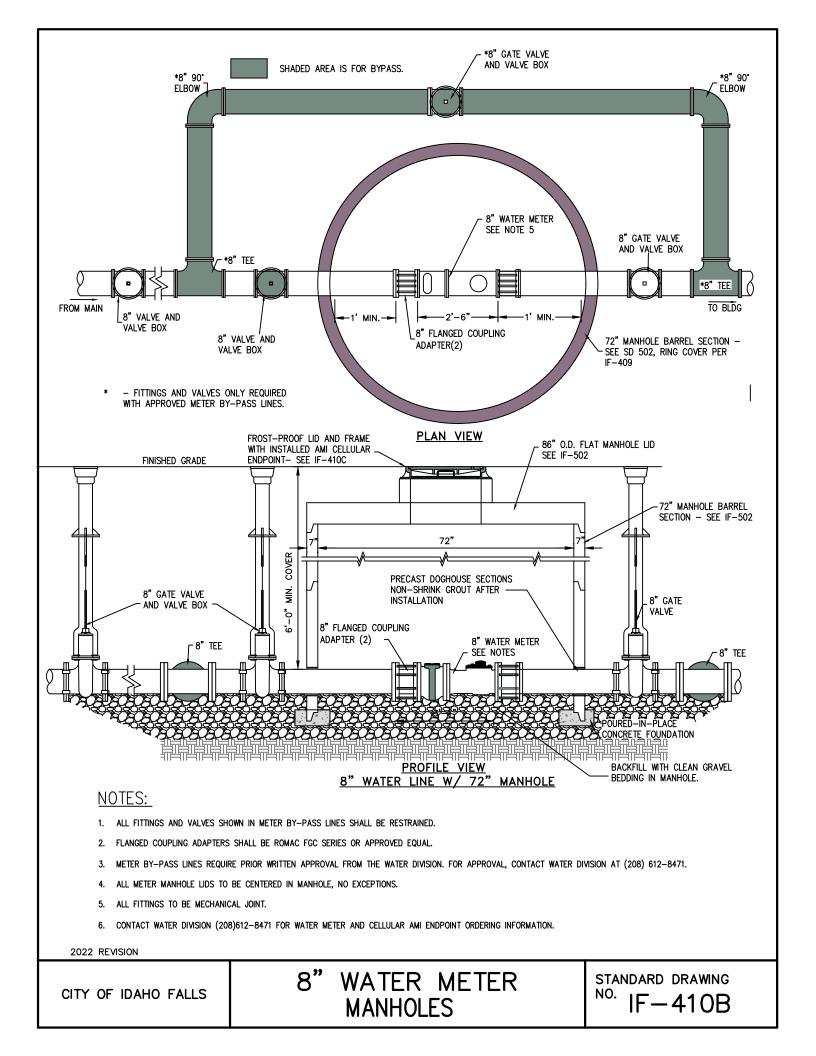


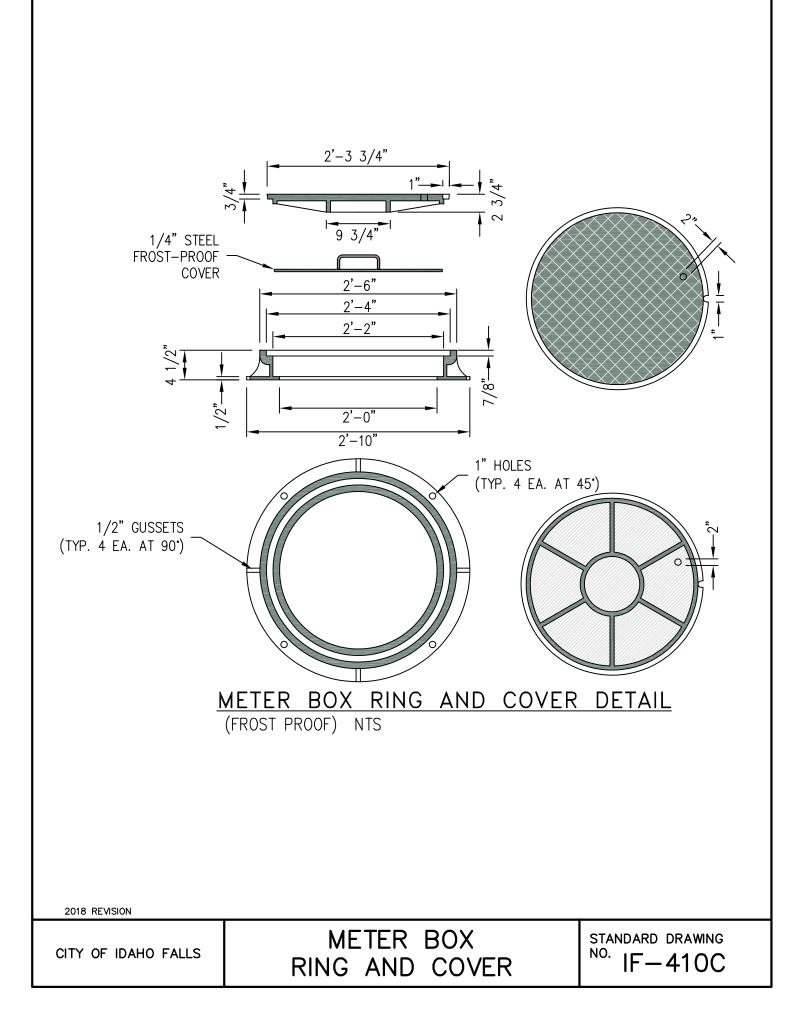






*6"90° ELBOW-	SHADED AREA IS FOR BYPASS.	_*6" GATE VALVE	_ ⊤*6"90° ELBOW
* 6" TEE FROM MAIN 6" GATE VALVE AND VALVE BOX * - FITTINGS AND VALVES ON WITH APPROVED METER BY-	6" FLANGED C ADAPTER(2).	6" WATER METER	6" GATE VALVE AND VALVE BOX "6" TEE TO BLDG 72" MANHOLE BARREL SECTION – SEE IF– 502, RING COVER PER IF–409
	FROST-PROOF LID AND FRAME WITH INSTALLED AMI CELLULAR ENDPOINT - SEE IF-410C	PLAN VIEW FINISHED GRADE	86" O.D. FLAT MANHOLE LID SEE IF-502
<ol> <li>FLANGED COUPLING ADAPTERS SHALL</li> <li>METER BY-PASS LINES REQUIRE PR</li> <li>ALL METER MANHOLE LIDS TO BE C</li> <li>ALL FITTING TO BE MECHANICAL JO</li> </ol>	PE 6" WATER L N METER BY-PASS LINES SHALL BE REST LL BE ROMAC FCG SERIES OR APPROVED IN ROR WRITTEN APPROVAL FROM THE WATER ENTERED IN MANHOLE, NO EXCEPTIONS.	72" 72" 6" FLANGED COUPLING ADAPTER (2) 6" WATER METER COFILE VIEW INE W/ 72" MANHOLE RAINED. EQUAL. 2 DIVISION. FOR APPROVAL, CONTACT WATER DIVISION	72" MANHOLE BARREL SECTION – SEE IF-502 PRECAST DOCHOUSE SECTION, USE NON-SHRINK GROUT AFTER INSTALLATION 6" GATE VALVE OURED-IN-PLACE CONCRETE FOUNDATION
CITY OF IDAHO FALLS		ER METER HOLES	standard drawing <sup>NO.</sup> IF-410A





# **CITY OF IDAHO FALLS**

# SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC

**DIVISION 500 - SEWER** 

## CITY OF IDAHO FALLS SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC

### Division 500 – Sewer

### Section 501 – Gravity Sewers, Part 1.4 Submittals

**Delete** Item D and **insert** new Item D:

D. Closed circuit television inspection video and logs.

### Section 501 — Gravity Sewers, Part 2.1 Pipe Size, Type and Strength

**Delete** Item B and **insert** new Item B:

B. If type and strength classifications are not indicated in the Contract Documents, use any of the alternate pipe materials meeting the minimum requirements of this section, after obtaining written approval from the Engineer for any materials other than solid wall PVC.

Add new Item D:

D. When pipe is to be installed with less than 2 feet of cover (requires written approval from Engineer), use Class 50 ductile iron pipe.

### Section 501 — Gravity Sewers, Part 2.2 Gravity Sewer Pipe and Fittings

Delete Item I.2 and insert new Item I.2:

I.2. Minimum Class: Class III or as indicated in the Contract Documents.

**Delete** Item J and **insert** new Item J:

- J. Pressure Pipe for Gravity Sewers.
  - 1. Meet pipe and fitting specifications of Section 401 Water Pipe and Fittings, Part 2 Materials.

### Add new Item K:

K. System Prequalification.

1. Prequalification of joint system for water tightness prior to installation: Provide material and test equipment from the manufacturer for proof testing. Test according to the requirements of Part 3.4 Testing. Submit test specimens and results to the Engineer.

### Section 501 — Gravity Sewers, Part 3.4 Testing

### Add Item H.12:

H.12. The City pays the costs of the initial CCTV inspection unless otherwise provided for by contract. The Contractor is responsible for the cost of any re-inspection or inspection performed solely for the benefit of the Contractor.

### Section 502 — Manholes, Part 1.4 Submittals

### **Delete** Item A and **insert** new Item A:

A. Submit shop drawings for materials to be installed or furnished under this section. Include manhole steps only if indicated in the plans or otherwise approved in writing by the Engineer.

### Section 502 — Manholes, Part 2.1 Manhole Size, Type and Strength

Add new Items D, E and F:

- D. Use cast-in-place manholes only with prior written approval of the Engineer.
- E. Use concentric cones only with prior written approval of the Engineer.
- F. Meet HS25 traffic loading requirements.

### Section 502 — Manholes, Part 2.4 Grade Rings

### Add new Item E:

E. Use material other than precast concrete grade rings only with prior written approval of the Engineer.

### Section 502 — Manholes, Part 2.5 Frames and Covers

### Delete Item A and insert new Item A:

A. Size and shape: As detailed in Standard Drawings IF-507A – Standard Manhole

Cover and Frame, IF-507B – Wide Flange Manhole Cover and Frame, and IF-507C – Reversible Manhole Cover and Frame.

### Section 502 — Manholes, Part 3.9 Installation of Steps

### **Delete** Item A and **insert** new Item A:

A. Install manhole steps only if indicated on the plans or otherwise approved in writing by the Engineer.

### Section 502 — Manholes, Part 3 Workmanship

### Add new Part 3.16 Sewage Bypass Systems

A. Prior to pipe removal, implement bypass flow procedures in accordance with Section 512 – Sewage Bypass Systems and the approved plan.

### Section 509 — CIPP Rehabilitation, Part 2.1 Materials

Add new Part 2.1.E:

E. Trenching pipe patching system: Pipe Patch Cured-In-Place-Pipe (CIPP) from Source One Environmental or approved equal. Meet requirements of ASTM F 1216.

<u>Section 509 — CIPP Rehabilitation, Part 3 Execution</u>

Add new Part 3.12 CIPP Patch:

12. Follow manufacturer's recommendations for cleaning/ inspecting/preparing the pipe, installing and curing the patch, handling sewage flow, etc. Comply with the requirements of this Section 509 for items of work not specifically directed by the manufacturer. Where the damaged section of pipe intended for repair is too long to be accommodated with a single patch, use multiple overlapping patches.

### Section 509 — CIPP Rehabilitation, Part 4.1 Measurement and Payment

### Add Item F:

F. CIPP Patch: On a per-each basis to patch section of sewer pipe. Includes mobilizing equipment, set up for installation, pre-cleaning, pre- and post-CCTV documentation, materials, labor, tools, testing, surface restoration, and related work.

- 1. Bid Schedule Payment Reference: 509.4.1.F.1.
- 2. Bid Schedule Description: CIPP Patch...each (EA).

### Division 500 — Sewer

Add new Section 513 Sanitary Sewer Lift Stations

SECTION 513 — SANITARY SEWER LIFT STATIONS

- PART 1 GENERAL
  - 1.1 SECTION INCLUDES
    - A. Sanitary sewer lift station materials and installation.
  - 1.2 RELATED SECTIONS
    - A. Section 204 Structural Excavation and Backfill.
    - B. Section 305 Pipe Bedding.
    - C. Section 703 Cast-in-Place Concrete.
    - D. Section 802 Crushed Aggregate.

### 1.3 REFERENCES

- A. ASTM C 478: Precast Reinforced Concrete Manhole Section.
- B. ASTM C 497: Standard Test Methods for Concrete Pipe, Manhole Sections, or Tile.
- C. Local City and State electrical codes and the National Electric Code (NEC), current edition.

### 1.4 SUBMITTALS

- A. Submit show drawings for materials to be installed or furnished under this section.
- B. Submit manufacturer's certification that manholes, pipes, pumps, panels, and appurtenances meet or exceed specified requirements.

C. Submit manufacturer's installation instructions and maintain copy at the jobsite.

### 1.5 PROJECT RECORD DOCUMENTS

- A. Accurately record actual locations of constructed lift stations and other encountered utilities in relation to existing permanent benchmarks.
- B. Provide copy of record documents to Owner prior to issuance of substantial completion.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Handle and store manhole sections, covers, pipes, pumps, panels, and appurtenances in a manner which prevents shock, damage, or detrimental exposure to weather.
- B. Protect joint sealing material used for lift station structure manholes from sunlight and contamination until ready for installation in the manhole.

### PART 2 MATERIALS

- 2.1 LIFT STATION STRUCTURES
  - A. Standard precast concrete units conforming to ASTM C 478 or cast-in-place concrete. Conform in all respects to Standard Drawing IF-516A and as modified by the Contract Documents.
  - B. Reinforced concrete floor with #5 rebar on 6-inch centers placed in both directions.
  - C. Flat concrete lid. 30 inch by 48 inch hinged metal access cover with upper guide brackets, chain hooks, lid support, and horizontal bar for attachment of the liquid level sensor cables. Meet the loading requirements shown on the Plans and in Standard Drawings. Meet or exceed HS-25 loading requirements if situated where vehicles can drive over the lid.

### 2.2 PRESSURE PIPE, VENT PIPE AND CONDUITS

A. Pressure pipe: 4" minimum diameter or as required by size of pumps. Ductile iron inside the lift station and over to and through

the valve vault. Downstream of valve vault conform with Section 505 — Pressure Sewers.

- B. Ball check valves: Flygt HDL TYPE 5087 or approved equal.
- C. Vent pipe: 4-inch galvanized rigid steel pipe with threaded fittings. Threaded collar on the above-ground end of the vent pipe, with a welded 1/8-inch screen covering the opening.
- D. Electrical conduits: Galvanized rigid steel meeting the requirements of NEC and of the size required for the conductor or as shown in the Standard Drawings, whichever is larger.

### 2.3 SUBMERSIBLE PUMPS

- A. Neva-Clog Flygt wastewater pumps or approved equal.
- B. Equipped with the required size electric motor connected for operation on a 208/240-volt, 3-phase, 60-hertz, 4-wire service with a minimum of 35 feet of Type SPC cable suitable for submersible pump applications or as approved by the Engineer.
- C. Power cable: Sized according to NEC and ICEA Standards with a P-MSHA approval. Connect from the pumps directly to the control panel.
- D. Furnish each pump with a minimum of 25 feet of stainless steel lifting chain of adequate strength to safely raise and lower the pump with 2 galvanized or stainless steel lifting rails and with mounting hardware and stainless steel bolts to fit the pumps and bases to the lift station as shown on the Standard Drawings.

### 2.4 PUMP CONTROLS

- Pump control panel: Minimum 36" X 30" X 12" NEMA Type 4 gasketed, watertight, dust tight, lockable enclosure. 208/240 volts, 3-phase, 60-hertz, 4-wire service or as approved by the Engineer. All electrical equipment U.L. listed.
- B. Panel Requirements.
  - 1. Intrinsically safe solid state alternator for two or more pumps which provides alternating operation of pumps under normal conditions and provides simultaneous

operation of both pumps in case of high level conditions.

- 2. Condensation heater.
- 3. Lightning arrestor.
- 4. Adapter for direct connection of auxiliary power supply, to be Appleton Cat. #ADJA6044150RS 60A 4W 4P STY. 1 or as required with a male end inside the receptacle. Transfer switch.
- 5. Pump motor controls, to include:
  - a. Running time meter.
  - b. Pump run light.
  - c. Combination circuit breaker/overload with manual reset for protection against current overloads, short-circuit protection and disconnect for all phases.
  - d. Across-the-line magnetic contactor.
  - e. Hand/off/auto pump operations selector switch.
  - f. Amperage meters with interior panel door display, sized appropriately based on the individual pump motor.
- C. Liquid pressure transducer mounted in the lift station manhole, communication cable, and control unit(s) for pump control.
- D. Equipment to be compatible with the lift station pump control and designed for the site conditions.
- E. Control unit installed in a lockable weather resistant enclosure mounted on the Lift Station Control Pedestal a minimum of 30 inches above the Lift Station Lid.
- F. Design the control system for a duplex pump system capable of ensuring that the lead pump changes with each "pump on" event.
- G. Design the control unit to allow the operator to control pump

operation from the unit mounted on the lift Station Pedestal with a liquid level selection range between 0 and 30 feet. Control unit to control pump and alarm operation at the following operatorselected liquid level elevations that occur in the Lift Station Manhole (with elevations supplied by the Idaho Falls Wastewater Division):

- 1. Pump off (minimum liquid level).
- 2. Lead pump on.
- 3. Lag pump on.
- 4. Alarm on.
- H. All electrical conduit openings that penetrate the lift station wall to have pliable removable seal-offs, NEMA-approved for Class I Division I locations.

### PART 3 WORKMANSHIP

- 3.1 SUBMERSIBLE PUMPS AND CONTROLS
  - A. Install all equipment in a neat, plumb and workmanlike manner in accordance with the manufacturer's recommendations.
  - B. Mount the level transducer on the lift station wall in accordance with the manufacturer recommendations and in a location that is accessible at access hatch and minimizes false liquid level readings.

### 3.2 ELECTRICAL WORK

- A. Complete all electrical work in accordance with the Plans, these Specifications, all local City and State electrical codes and the NEC, current edition, by licensed electricians.
- B. Obtain an electrical installation permit from the City prior to starting construction.

### 3.3 ELECTRICAL SERVICE

A. Install conduit and wire from the meter base at the lift station control panel to the power supply as shown on the Plans or as

directed by Idaho Falls Power representatives.

B. Arrange for inspection by the Idaho Falls Building Division upon completion of the lift station installation. Pay any inspection fees not waived by said Division (incidental—no additional compensation).

### 3.4 ALARM SYSTEMS

- A. Sanitary sewer lift stations: Alarms to be accommodated through the telemetry system.
- B. Storm lift stations: Install an alarm light on the outside of the control panel. Connect the high-level alarm sensor cable from the lift station to the control panel. Notify the Idaho Falls Wastewater Division when the alarm system work is completed to verify that the alarm system is functioning properly.

### 3.5 PRESSURE DISCHARGE PIPE

- A. Install pressure discharge pipe to gravity drain to the discharge manhole if possible. Install the pipe at an elevation so the top of the pressure discharge pipe and the top of the gravity pipe in the discharge manhole are level. Direct the outflow of the pressure discharge pipe at the gravity pipe invert.
- B. Locate ball check valves and isolation valves as shown in the Standard Drawings.
- 3.6 CONDUITS
  - A. Install conduits in sand bedding as shown on the Standard Drawings.
  - B. Blow conduits free of any loose debris or moisture prior to pulling any wire and seal conduits thereafter.
- 3.7 START-UP AND TRAINING
  - A. Upon completion of construction, notify the Engineer and the Idaho Falls Wastewater Division of the date and time for initial start-up of the lift station.
  - B. Complete a minimum 4-hour test period, provide up to 8 hours of

operation training for Idaho Falls Wastewater Division personnel, if required, and provide 6 copies of an approve Operation and Maintenance Manual to the City prior to acceptance.

#### PART 4 MEASUREMENT AND PAYMENT

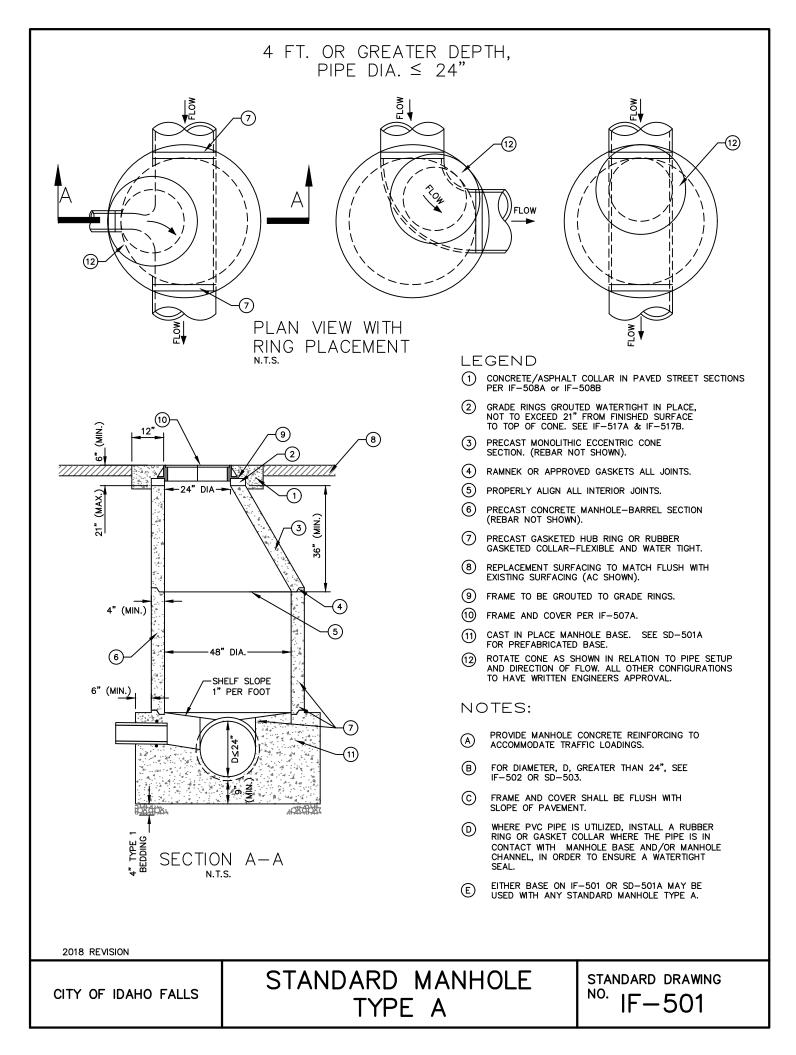
- 4.1 Sanitary sewer lift station to be measured on a lump sum basis complete, in place, and fully operational as stated in these Specifications. Payment includes full compensation for all labor, materials, equipment and tools necessary to furnish, install, test and make ready for service the lift station complete and in place as shown on the Standard Drawings, Plans, and as directed by the Engineer. If not specifically indicated otherwise on the Plans and specifically included in the Bid Schedule, all items required to perform the work, including structure excavation and structure backfill, precast concrete manhole, lift station wet well, pipe, discharge pipe and fittings, trench excavation and backfill, submersible pumps and controls, and any other required items, are incidental to the Bid Item.
  - A. Sanitary Sewer Lift Station: On a lump sum basis for the construction of a fully operational lift station.
    - 1. Bid Schedule Payment Reference: 513.4.1.A.1.
    - 2. Bid Schedule Description: Sanitary Sewer Lift Station... lump sum (LS).

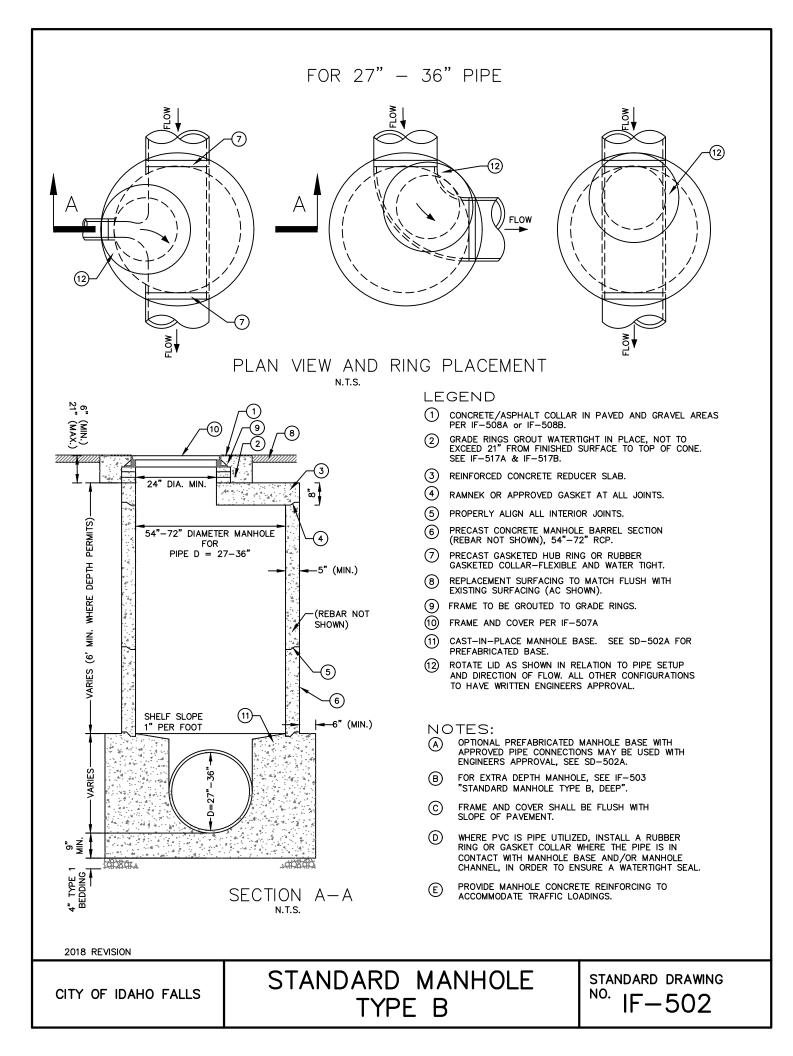
#### Division 500 – Sewer – Standard Drawings

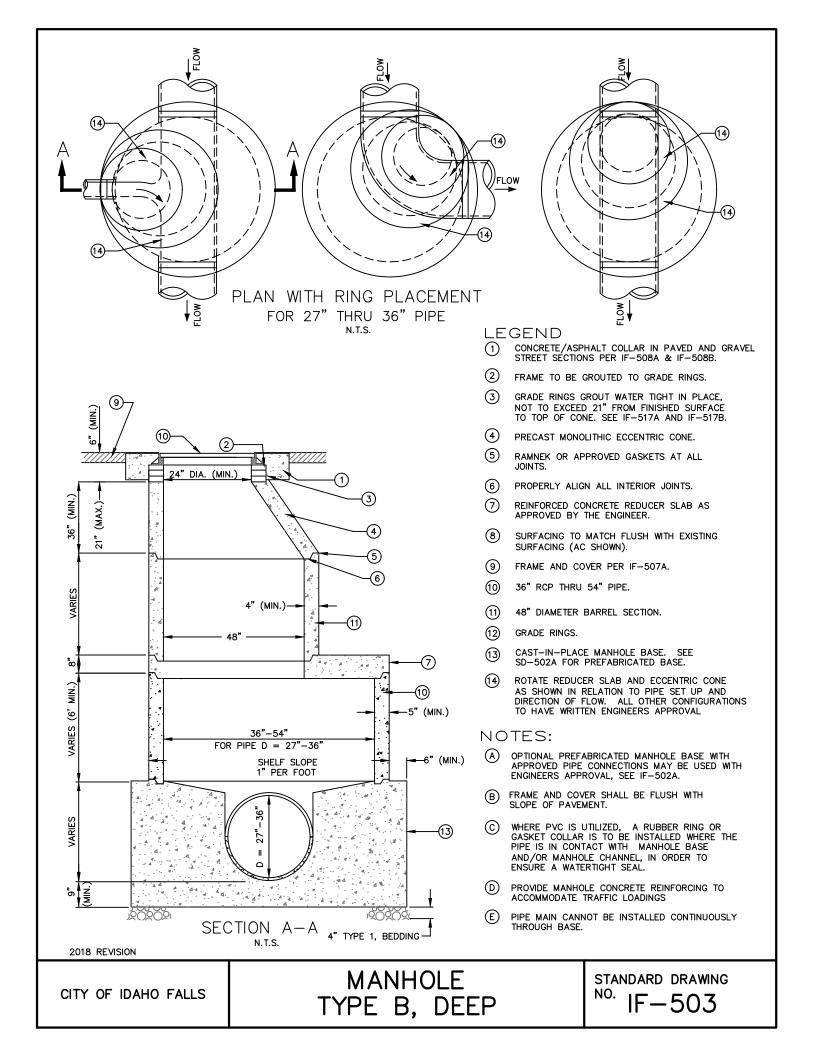
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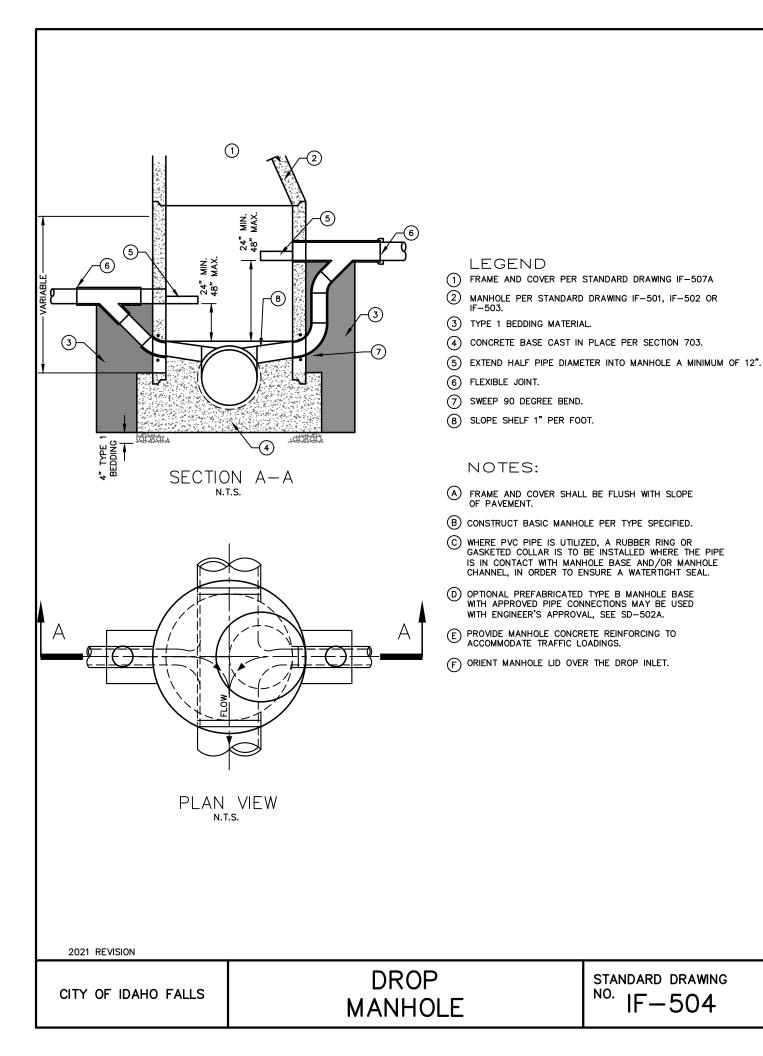
Delete SD-501 Delete SD-502 Delete SD-503 Delete SD-504 Delete SD-505 Delete SD-507 Delete SD-507A Delete SD-508 Delete SD-509 Delete SD-511 Delete SD-511A Delete SD-511B Delete SD-512 Add the following Idaho Falls Standard Drawings:

Add IF-501 Add IF-502 Add IF-503 Add IF-504 Add IF-505 Add IF-507A Add IF-507B Add IF-507C Add IF-507D Add IF-508A Add IF-508B Add IF-511 Add IF-512 Add IF-516 (3 sheets) Add IF-517A Add IF-517B Add IF-518A Add IF-518B









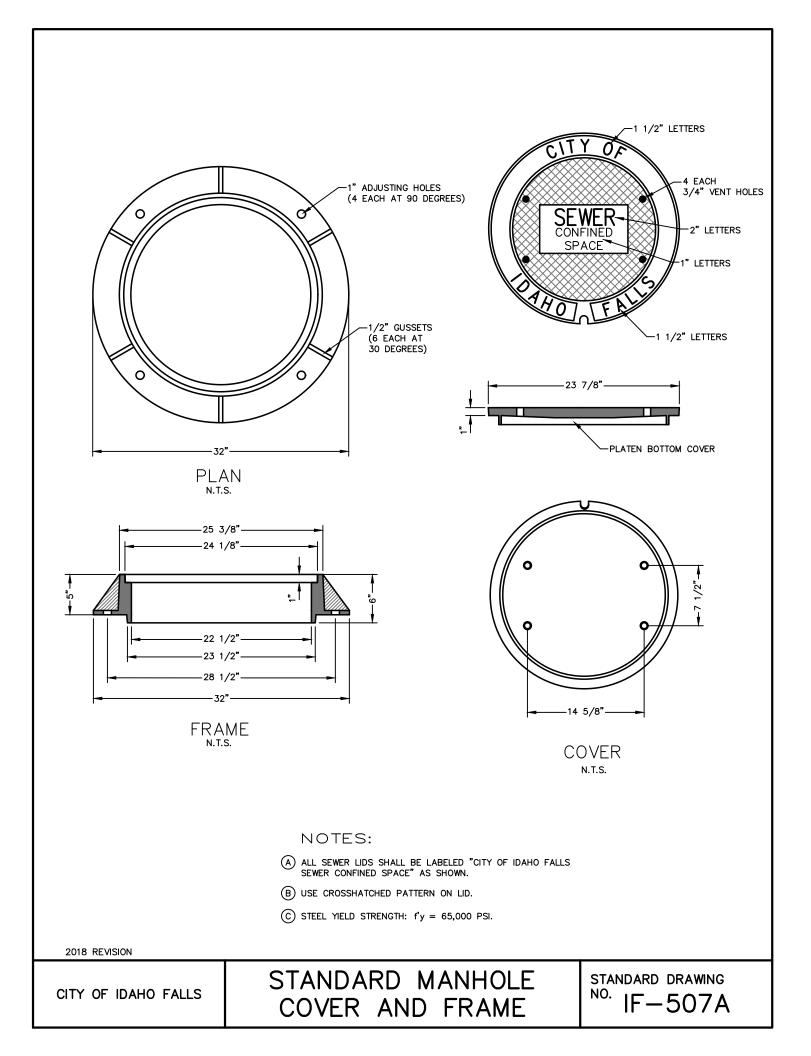
#### DEPTH GREATER THAN 2' AND LESS THAN 5' $\diagdown$ PIPE DIA. $\leq$ 24" SHELF ISHE! А А LEGEND 1 CONCRETE OR ASPHALT COLLAR IN PAVED STREET SECTION PER IF-616A OR IF-616B. PLAN N.T.S. (2) GRADE RINGS GROUTED WATERTIGHT IN PLACE, NOT TO EXCEED 21" FROM FINISHED SURFACE TO TOP OF CONE. SEE IF-517A AND IF-517B. (3) REINFORCED CONCRETE REDUCER SLAB. REBAR NOT SHOWN. (MAX.) (MIN.) (MIN) 10 ⑨ (8) (4) RAMNEK OR APPROVED GASKETS AT ALL JOINTS. (2) 121 و" 5 PROPERLY ALIGN ALL INTERIOR JOINTS. PRECAST CONCRETE MANHOLE BARREL SECTION (REBAR NOT SHOWN) 48" RCP. 6 (3) $\bigcirc$ PRECAST GASKETED HUB RING OR RUBBER GASKETED COLLAR. ້ຜູ້ (8) SURFACING TO MATCH FLUSH WITH EXISTING FINISHED OF PIPE 4" (MIN.) SURFACING (AC SHOWN). 9 FRAME TO BE GROUTED TO GRADE RINGS. FROM TOP 6 (1) FRAME AND COVER PER IF-507A. 2 1CAST-IN-PLACE MANHOLE BASE. SEE IF-501A FOR PREFABRICATED BASE. ĥ 2' TO 5 GRADE 5 6" (MIN.) SHELF SLOPE D<24 NOTES: (11) FOR DIAMETER, D, GREATER THAN 24", SEE (A)IF-613 OR IF-614. ๎₿ MANHOLE FRAME AND COVER: 1408485 dosar. 9" (MIN.) A. FRAME AND COVER SHALL BE FLUSH WITH SLOPE OF PAVEMENT. B. "SEWER CONFINED SPACE" ON COVER. 4" TYPE 1 BEDDING WHERE PVC PIPE IS UTILIZED, INSTALL A RUBBER RING OR GASKET COLLAR WHERE THE PIPE IS IN CONTACT WITH MANHOLE BASE AND/OR MANHOLE CHANNEL, IN ORDER TO ENSURE A WATERTIGHT $\odot$ SEAL. ៙ EITHER BASE ON IF-612 OR SD-501A MAY BE USED WITH ANY MANHOLE TYPE A.

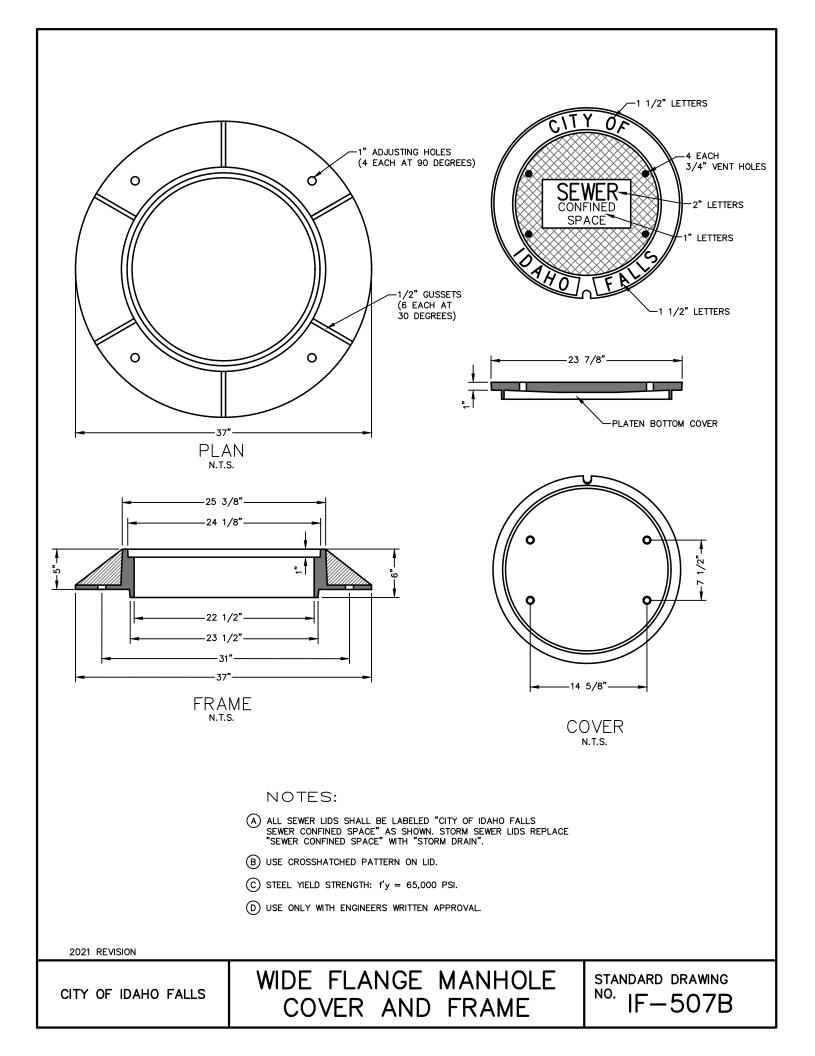
2018 REVISION

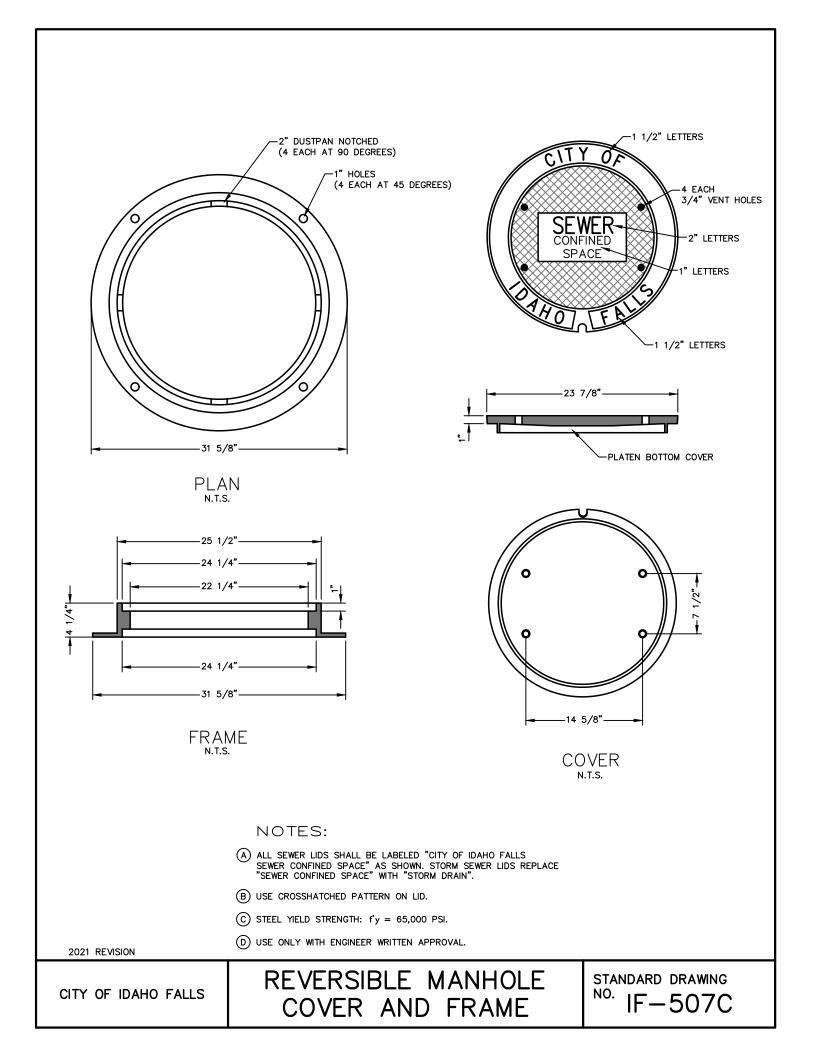
CITY OF IDAHO FALLS

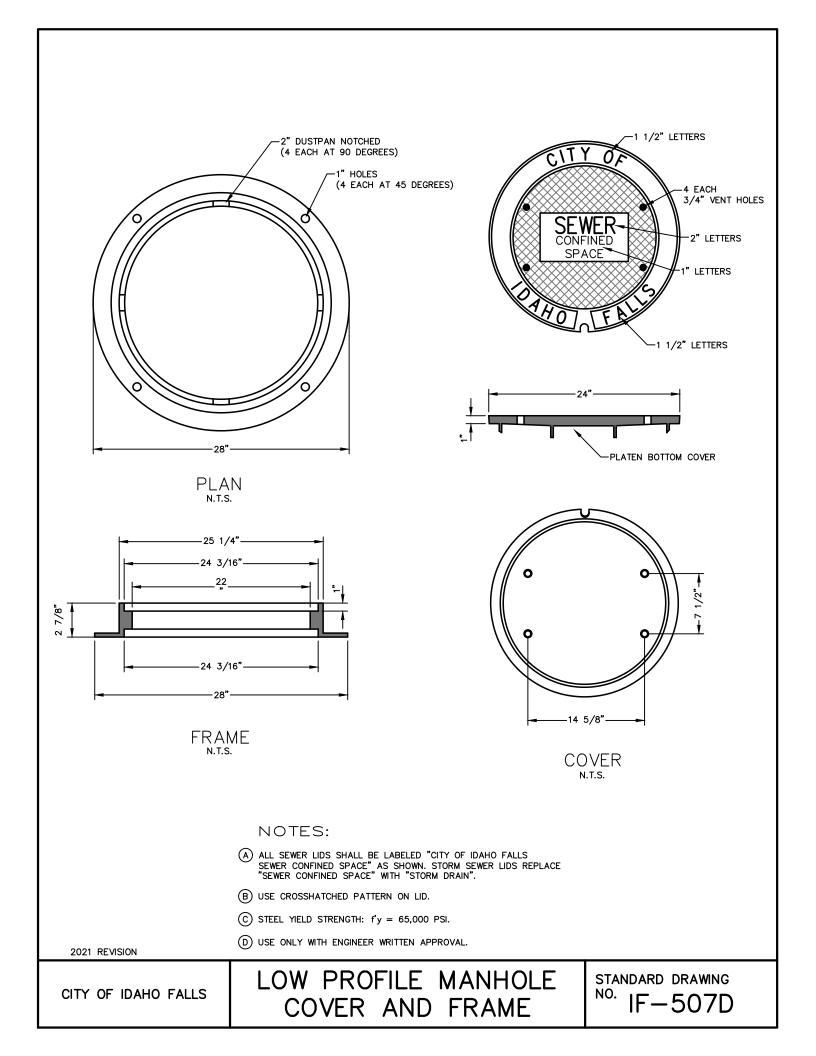
SHALLOW MANHOLE TYPE A

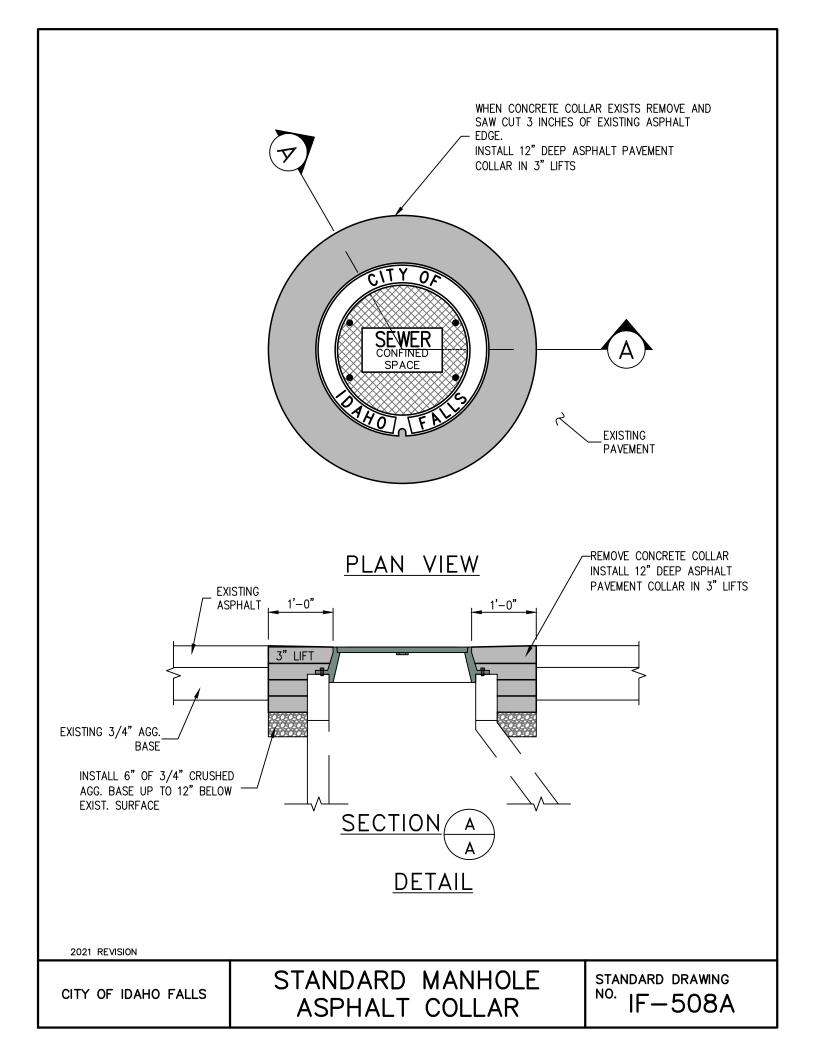
standard drawing <sup>NO.</sup> IF-505

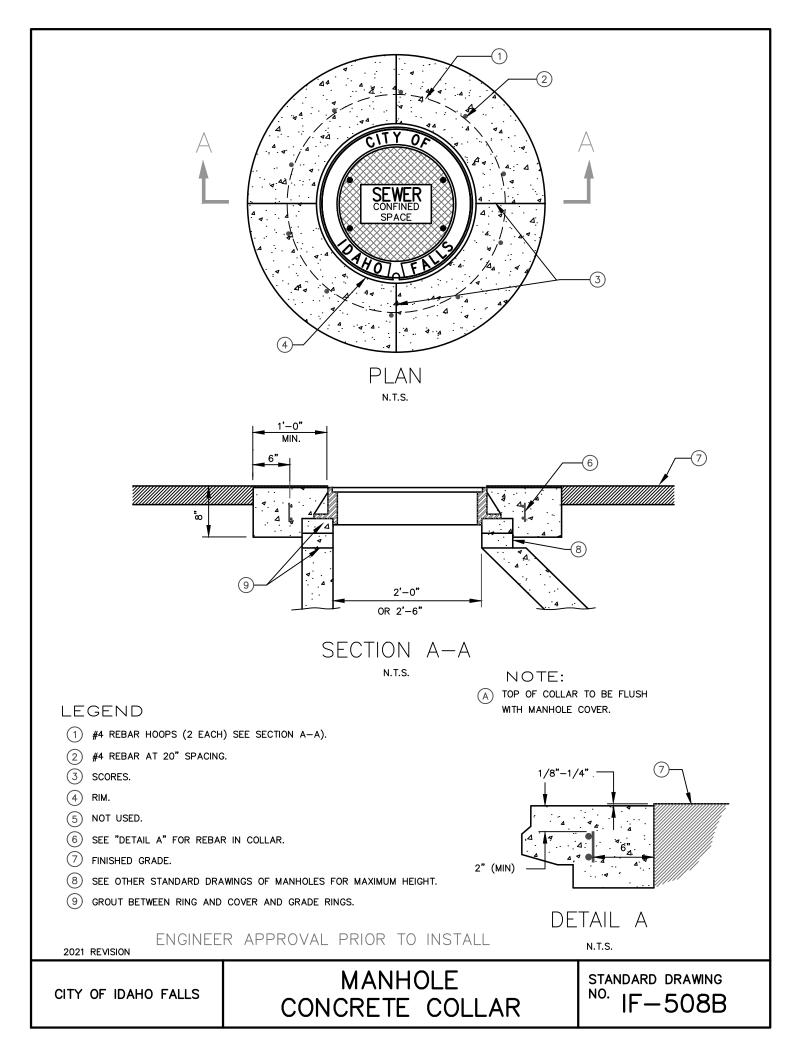


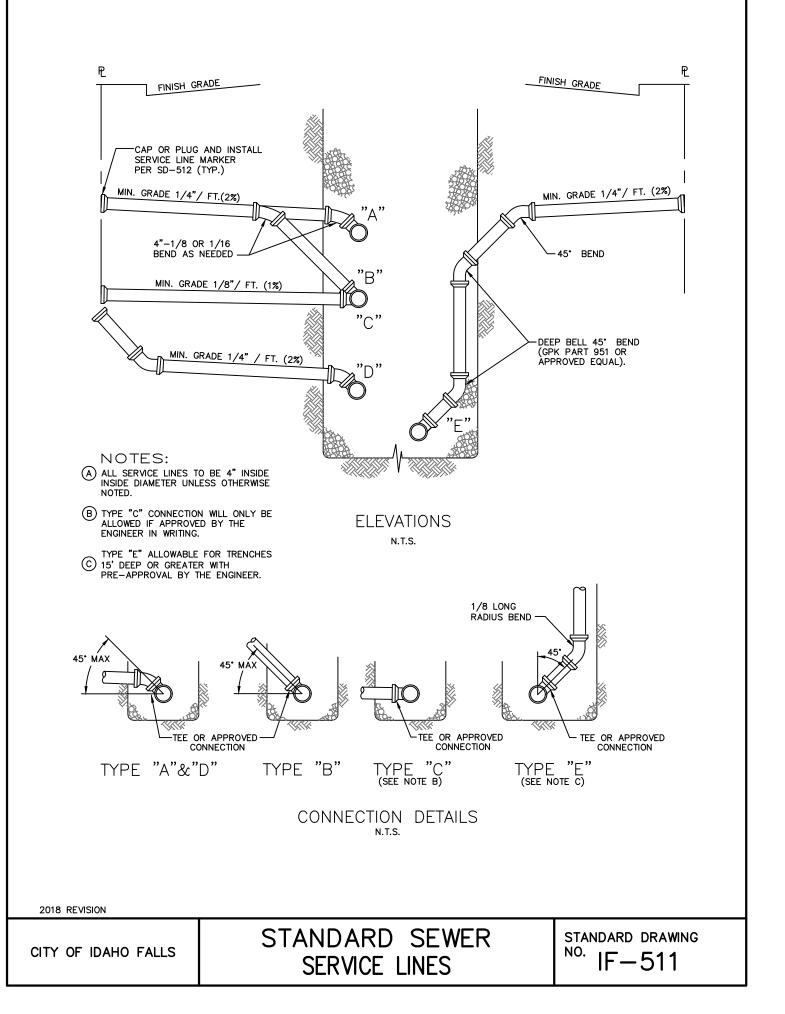


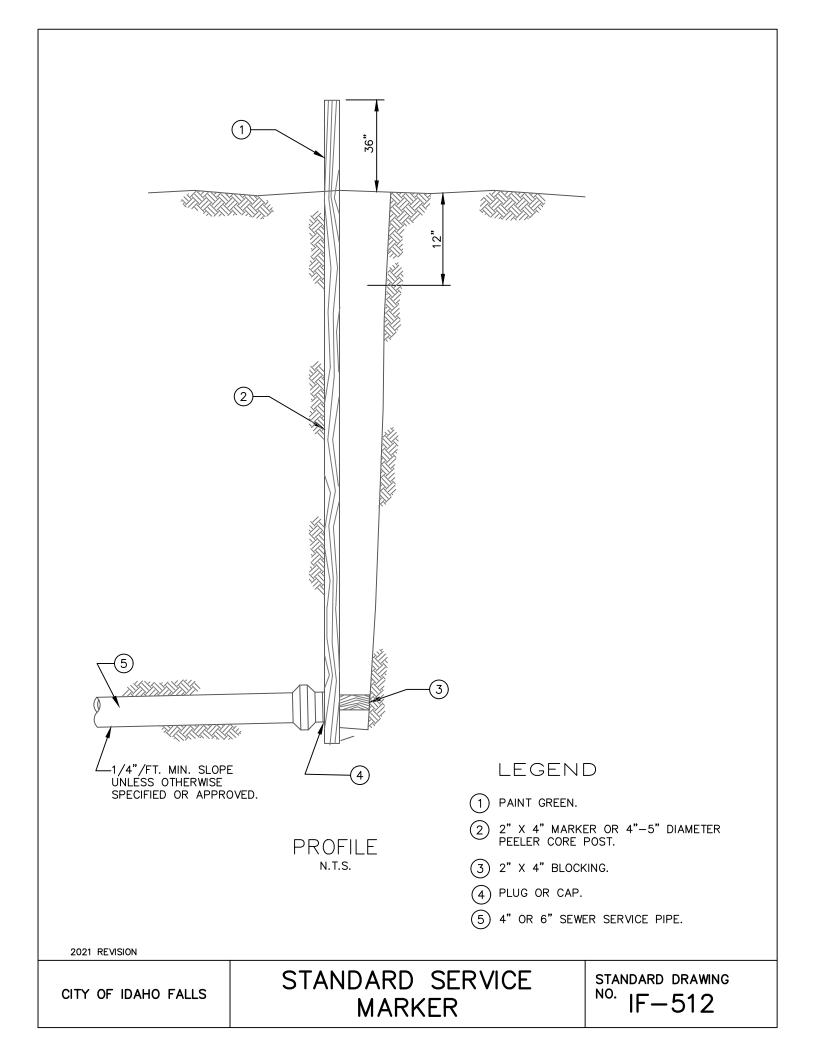


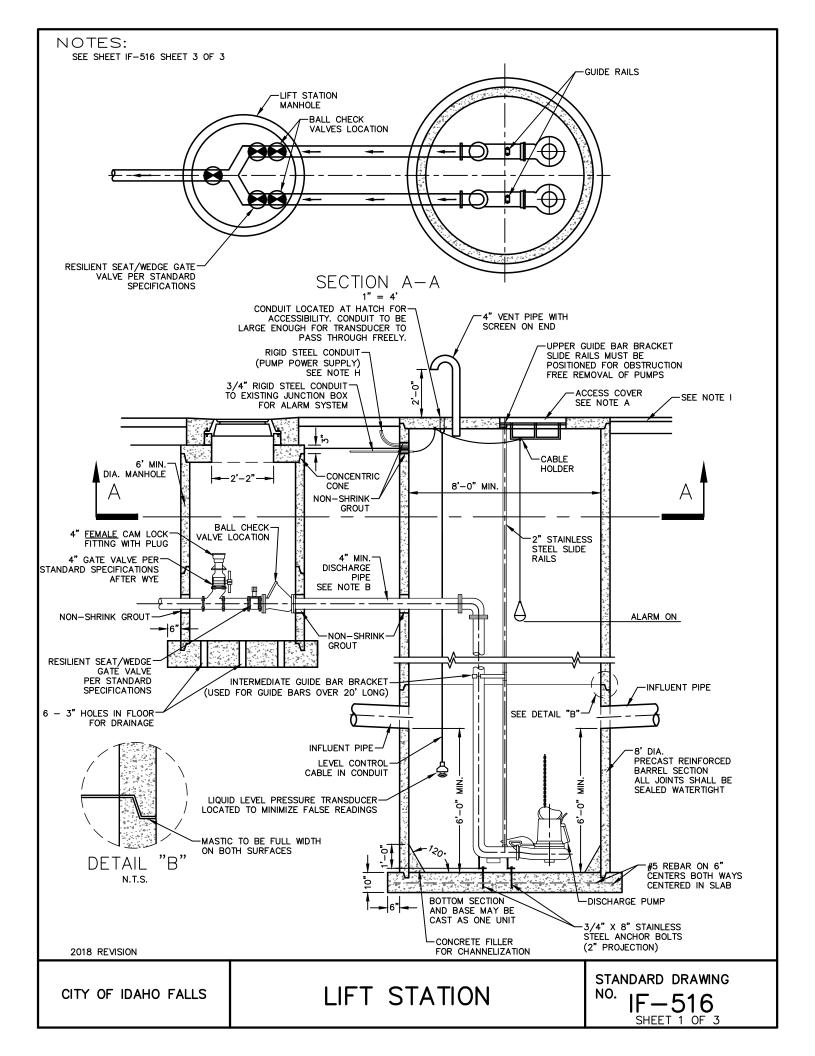


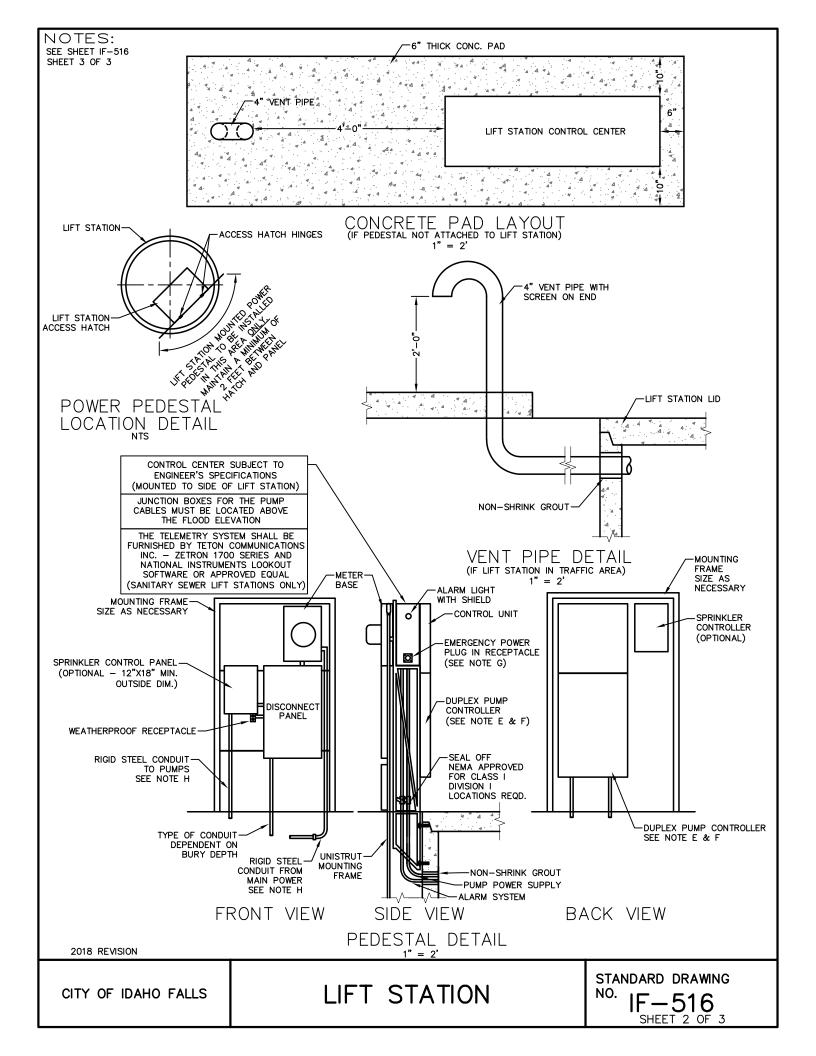












#### NOTES:

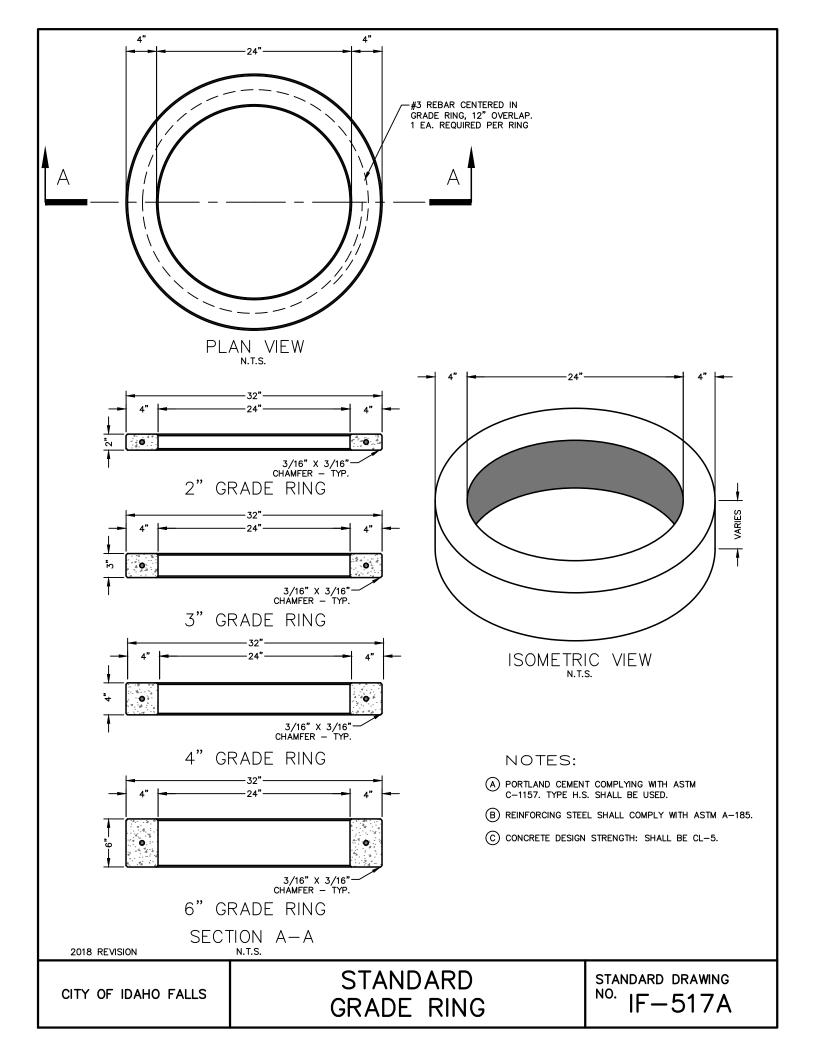
- A ACCESS COVER FOR LIFT STATION AND MANHOLE SHALL BE DESIGNED FOR HS 25 LOADING.
- B CLASS 50 OR HIGHER DUCTILE IRON REQUIRED FOR DISCHARGE PIPES & APPURTENANCES INSIDE AND BETWEEN LIFT STATION AND MANHOLE.
- C SEE PROJECT SPECIFICATIONS OR PLANS FOR PUMP CAPACITIES AND OTHER HARDWARE AS REQUIRED FOR EACH SPECIFIC INSTALLATION.
- D THE CITY OF IDAHO FALLS SEWER DEPARTMENT SHALL SPECIFY THE CONTROL LEVEL SETTING FOR THE FOLLOWING LIQUID LEVELS:
  - 1) PUMP OFF (MIN. LIQUID LEVEL)
  - 2) LEAD PUMP ON
  - 3) LAG PUMP ON 4) ALARM ON
- E PROVIDE A 1.5' X 1.5' BLOCK OUT IN THE DUPLEX CONTROLLER CABINET.
- F INSTALL A 110 VOLT RECEPTACLE BRACKET ADJACENT TO BLOCK OUT AREA (SEE NOTE E) IN DUPLEX PUMP CONTROLLER CABINET.
- G EMERGENCY POWER PLUG RECEPTACLE, APPLETON CAT. #ADJA6044150RS 60A 4W 4P STY. 1 OR AS REQUIRED ON ALL STORM DRAIN AND SANITARY SEWER LIFT STATIONS. MUST HAVE A MALE END INSIDE RECEPTACLE.
- H SIZE OF CONDUIT TO BE DETERMINED BY SIZE OF INSTALLED PUMPS (MIN. 2"). ONE CONDUIT PER PUMP. SEPARATE CONDUIT FOR TRANSDUCER & FLOATS
- I ASPHALT ACCESS TO LIFT STATION SHALL BE 15' WIDE 2" PLANTMIX OVER 6" OF CRUSHED GRAVEL.
- J ALL HARDWARE (BOLTS, NUTS, ETC.) SHALL BE STAINLESS STEEL. NO GALVANIZED HARDWARE WILL BE ALLOWED.
- K NO ELECTRICAL CONNECTIONS, SPLICES OR JUNCTION BOXES SHALL BE INSIDE LIFT STATION.
- L LIFT STATION CIRCULATION DEVICE REQUIRED FOR GREASE AND SEDIMENTATION CONTROL SHALL BE ATTACHED TO PUMP (APPLICABLE TO SANITARY SEWERS ONLY).
- M LIFT STATION LID AND CONTROLLER ORIENTATION AS DIRECTED BY WASTEWATER DIVISION SUPERINTENDENT.
- N DO NOT INSTALL TRASH RACKS ON SANITARY SEWER PIPES OVER 30".
- O ALL FORCED MAIN LINES SHALL HAVE A FLOW RATE OF 2'-O" PER SECOND MINIMUM. TRACER WIRE REQUIRED WITH CONNECTION ENDS AT VALVE VAULT AND DISCHARGE MANHOLE.
- P PUMP SPEEDS AS PER I.D.A.P.A. REQUIREMENTS.
- Q CONTROLS & METERS NEED TO BE MOUNTED IN TOP HALF OF PANEL.

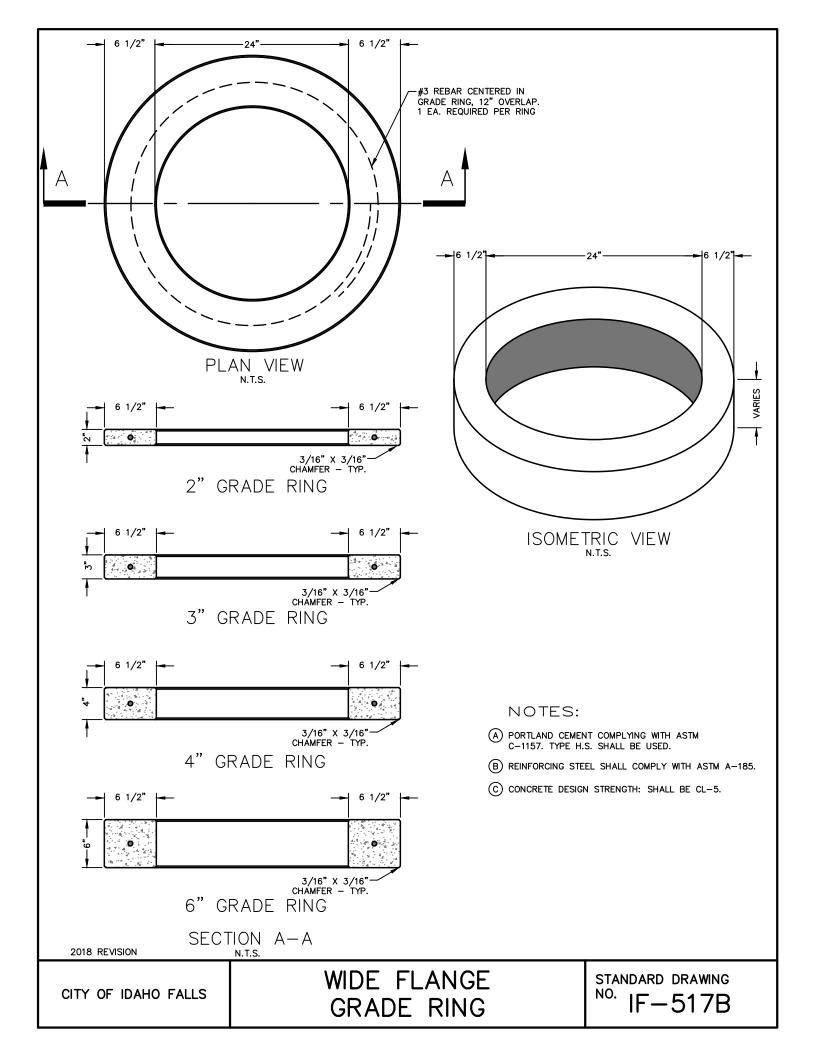
2022 REVISION

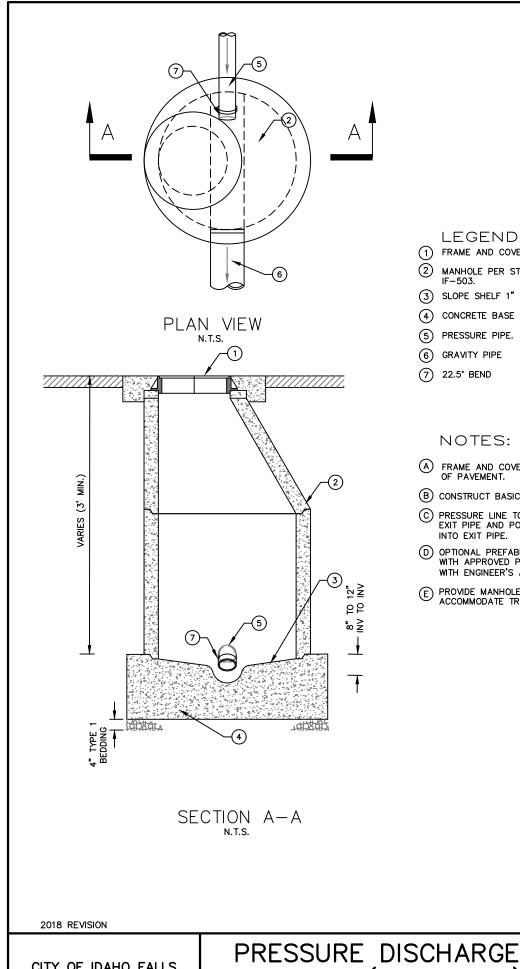
CITY OF IDAHO FALLS

## LIFT STATION









#### LEGEND

- (1) FRAME AND COVER PER STANDARD DRAWING IF-507A
- MANHOLE PER STANDARD DRAWING IF-501, IF-502 OR IF-503. 2
- 3 SLOPE SHELF 1" PER FOOT.
- (4) CONCRETE BASE CAST IN PLACE PER SECTION 703.
- (5) PRESSURE PIPE.
- (6) GRAVITY PIPE
- (7) 22.5° BEND

MANHOLE (STANDARD)

#### NOTES:

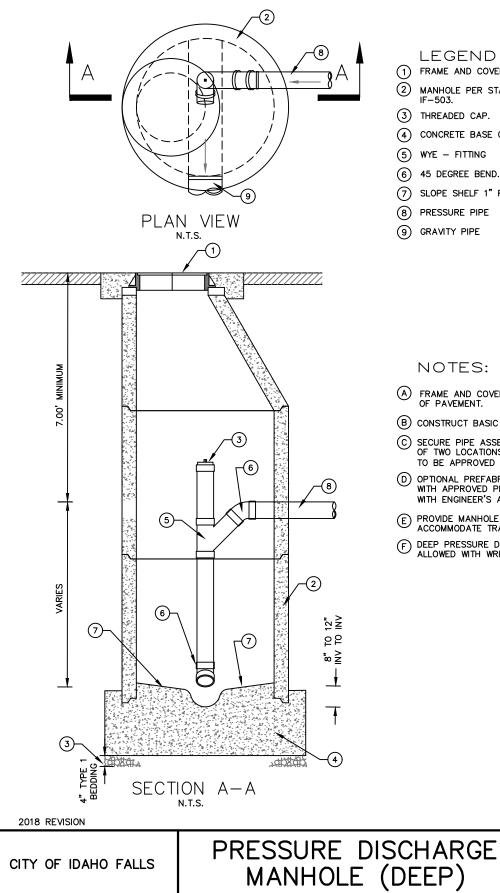
- A FRAME AND COVER SHALL BE FLUSH WITH SLOPE OF PAVEMENT.
- (B) CONSTRUCT BASIC MANHOLE PER TYPE SPECIFIED.
- $\bigodot$  pressure line to enter manhole opposite side of exit pipe and point so flow will run directly INTO EXIT PIPE.

STANDARD DRAWING

IF-518A

NO.

- (D) OPTIONAL PREFABRICATED TYPE B MANHOLE BASE WITH APPROVED PIPE CONNECTIONS MAY BE USED WITH ENGINEER'S APPROVAL, SEE SD-502A.
- $\textcircled{\mbox{E}}$  provide manhole concrete reinforcing to accommodate traffic loadings.



#### LEGEND

- (1) FRAME AND COVER PER STANDARD DRAWING IF-507A
- MANHOLE PER STANDARD DRAWING IF-501, IF-502 OR IF-503. 2
- (3) THREADED CAP.
- (4) CONCRETE BASE CAST IN PLACE PER SECTION 703.
- 5 WYE FITTING
- (6) 45 DEGREE BEND.
- (7) SLOPE SHELF 1" PER FOOT.
- (8) PRESSURE PIPE
- (9) GRAVITY PIPE

#### NOTES:

- (A) FRAME AND COVER SHALL BE FLUSH WITH SLOPE OF PAVEMENT.
- B CONSTRUCT BASIC MANHOLE PER TYPE SPECIFIED.
- © SECURE PIPE ASSEMBLY TO MANHOLE WALL AT A MINIMUM OF TWO LOCATIONS. BRACKETS AND SECURING LOCATIONS TO BE APPROVED BY ENGINEER.
- (D) OPTIONAL PREFABRICATED TYPE B MANHOLE BASE WITH APPROVED PIPE CONNECTIONS MAY BE USED WITH ENGINEER'S APPROVAL, SEE SD-502A.
- E provide manhole concrete reinforcing to accommodate traffic loadings.
- DEEP PRESSURE DISCHARGE MANHOLE WILL ONLY BE ALLOWED WITH WRITTEN APPROVAL FROM ENGINEER. F)

STANDARD DRAWING

IF-518B

NO.

## **CITY OF IDAHO FALLS**

## SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC

## DIVISION 600 – CULVERTS, STORM DRAINS AND GRAVITY IRRIGATION

### CITY OF IDAHO FALLS SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC

#### Division 600 – Culverts, Storm Drains and Gravity Irrigation

#### Section 601 – Culvert, Storm Drain and Gravity Irrigation Pipe, Part 1.4 Submittals

#### Add new Item D:

D. Closed circuit television inspection video and logs.

#### <u>Section 601 — Culvert, Storm Drain and Gravity Irrigation Pipe, Part 2.1 Pipe Size, Type and</u> <u>Strength</u>

#### Delete Item A and insert new Item A:

A. If type and strength classifications are not indicated in the Contract Documents, use any of the alternate pipe materials meeting the minimum requirements of this section, after obtaining written approval from the Engineer for any materials other than solid wall PVC or reinforced concrete.

#### Add new Item D:

D. When pipe is to be installed with less than 2 feet of cover, as measured at the bell (requires written approval from Engineer), use either Class V reinforced concrete pipe or Class 50 ductile iron pipe.

<u>Section 601 — Culvert, Storm Drain and Gravity Irrigation Pipe, Part 2.2 Culvert, Storm Drain</u> and Gravity Irrigation Pipe and Fittings

**Delete** Item H.1 and **insert** new Item H.1:

H.1. Minimum Class: Class III or as indicated in the Contract Documents.

Add new Items O and P:

- O. Pressure Pipe for Culverts, Storm Drains and Gravity Irrigation.
  - 1. Meet pipe and fitting specifications of Section 401 Water Pipe and Fittings, Part 2 Materials.

- P. System Prequalification.
  - 1. Prequalification of joint system for water tightness prior to installation: Provide material and test equipment from the manufacturer for proof testing. Test according to the requirements of Part 3.4 Testing. Submit test specimens and results to the Engineer.

#### Section 601 — Culvert, Storm Drain and Gravity Irrigation Pipe, Part 3.2 Pipe Installation

**Delete** Item D and **insert** new Item D:

D. Install pipe in accordance with the manufacturer's recommendations for the type of pipe specified in the Contract Documents. Ensure that reinforced concrete pipe is installed with the minor axis on the elliptical reinforcement placed in a vertical plane (top to bottom) when the pipe is laid.

<u>Section 602 — Storm Drain Inlets, Catch Basins, Manholes, and Gravity Irrigation Structures,</u> <u>Part 1.4 Submittals</u>

Delete Item A and insert new Item A:

A. Submit shop drawings for materials to be installed or furnished under this section. Include manhole steps only if indicated in the Contract Documents or otherwise approved in writing by the Engineer.

<u>Section 602 — Storm Drain Inlets, Catch Basins, Manholes, and Gravity Irrigation Structures,</u> <u>Part 2.1 Appurtenances, Type and Strength</u>

Add new item D and E:

- D. All catch basins to be Type IV Standard Drawing IF-601 unless otherwise approved by Engineer.
- E. Use concentric manhole cones only with prior written approval of the Engineer.

<u>Section 602 — Storm Drain Inlets, Catch Basins, Manholes, and Gravity Irrigation Structures,</u> <u>Part 2.5 Grade Rings, Frames, Grates and Covers</u>

Delete Items B and insert new Item B:

B. Grade rings to be 3,000 psi per Section 703 – Concrete. Use an HDPE form, Wirly-Gig or approved substitution, installed per manufacturer's recommendations, only if indicated in the Contract Documents or with prior written approval of the Engineer.

#### Section 602 — Storm Drain Inlets, Catch Basins, Manholes, and Gravity Irrigation Structures, Part 2.11 PVC Drainage Structures

Delete Items A and B and insert new Items A and B:

- A. Use Polyvinyl Chloride (PVC) drainage structures only if indicated in the Contract Documents or with prior written approval of the Engineer.
- B. Use Nyoplast-ADS drainage structures, or approved equivalent, only if indicated in the Contract Documents or with prior written approval of the Engineer.

<u>Section 602 — Storm Drain Inlets, Catch Basins, Manholes, and Gravity Irrigation Structures,</u> <u>Part 2 Materials</u>

Add new Part 2.12 Infiltration Manholes:

- 2.12. INFILTRATION MANHOLES
  - A. Perforated concrete manhole in conformance with Standard Drawing IF-630A and IF-630B.

<u>Section 602 — Storm Drain Inlets, Catch Basins, Manholes, and Gravity Irrigation Structures,</u> <u>Part 3.10 Installation of Steps</u>

**Delete** Item A and **insert** new Item A:

A. Install manhole steps only if indicated in the Contract Documents or otherwise approved in writing by the Engineer.

<u>Section 602 — Storm Drain Inlets, Catch Basins, Manholes, and Gravity Irrigation Structures,</u> <u>Part 4 Measurement and Payment</u>

Add new Item S:

- S. Pond Inlet Treatment: Per lump sum for the construction of gutter, rip rap, geotextile fabric and all other required items as shown in Standard Drawing IF 631.
  - 1. Bid Schedule Payment Reference: 602.4.1.S.1.
  - 2. Bid Schedule Description: Pond Inlet Treatment...lump sum (LS).

#### Division 600 — Culverts, Storm Drains and Gravity Irrigation

#### Add new Section 603 Storm Lift Stations

#### SECTION 603 — STORM LIFT STATIONS

- PART 1 GENERAL
  - 1.1 SECTION INCLUDES
    - A. Storm lift station materials and installation.
  - 1.2 RELATED SECTIONS
    - A. Section 513 Sanitary Sewer Lift Stations.
    - B. See Section 513 Sanitary Sewer Lift Stations, Part 1.2.
  - 1.3 REFERENCES
    - A. See Section 513 Sanitary Sewer Lift Stations, Part 1.3.
  - 1.4 SUBMITTALS
    - A. See Section 513 Sanitary Sewer Lift Stations, Part 1.4.
  - 1.5 PROJECT RECORD DOCUMENTS
    - A. See Section 513 Sanitary Sewer Lift Stations, Part 1.5.
  - 1.6 DELIVERY, STORAGE, AND HANDLING
    - A. See Section 513 Sanitary Sewer Lift Stations, Part 1.6.

#### PART 2 MATERIALS

- 2.1 LIFT STATION STRUCTURES
  - A. See Section 513 Sanitary Sewer Lift Stations, Part 2.1.
- 2.2 PRESSURE PIPE, VENT PIPE AND CONDUITS
  - A. See Section 513 Sanitary Sewer Lift Stations, Part 2.2.

- 2.3 SUBMERSIBLE PUMPS
  - A. See Section 513— Sanitary Sewer Lift Stations, Part 2.3.
- 2.4 PUMP CONTROLS
  - A. See Section 513 Sanitary Sewer Lift Stations, Part 2.4.

#### PART 3 WORKMANSHIP

- 3.1 SUBMERSIBLE PUMPS AND CONTROLS
  - A. See Section 513 Sanitary Sewer Lift Stations, Part 3.1.
- 3.2 ELECTRICAL WORK
  - A. See Section 513 Sanitary Sewer Lift Stations, Part 3.2.
- 3.3 ELECTRICAL SERVICE
  - A. See Section 513 Sanitary Sewer Lift Stations, Part 3.3.
- 3.4 ALARM SYSTEMS
  - A. See Section 513 Sanitary Sewer Lift Stations, Part 3.4.
- 3.5 PRESSURE DISCHARGE PIPE
  - A. See Section 513 Sanitary Sewer Lift Stations, Part 3.5.
- 3.6 CONDUITS
  - A. See Section 513 Sanitary Sewer Lift Stations, Part 3.6.
- 3.7 START-UP AND TRAINING
  - A. See Section 513 Sanitary Sewer Lift Stations, Part 3.7.

#### PART 4 MEASUREMENT AND PAYMENT

4.1 Storm lift station to be measured on a lump sum basis complete, in place, and fully operational as stated in these Specifications. Payment includes full compensation for all labor, materials, equipment and tools necessary to furnish, install, test and make ready for service the lift station complete and in place as shown on the Standard Drawings, Plans, and as directed by the Engineer. If not specifically indicated otherwise on the Plans and specifically included in the Bid Schedule, all items required to perform the work, including structure excavation and structure backfill, precast concrete manhole, lift station wet well, pipe, discharge pipe and fittings, trench excavation and backfill, submersible pumps and controls, and any other required items, are incidental to the Bid Item.

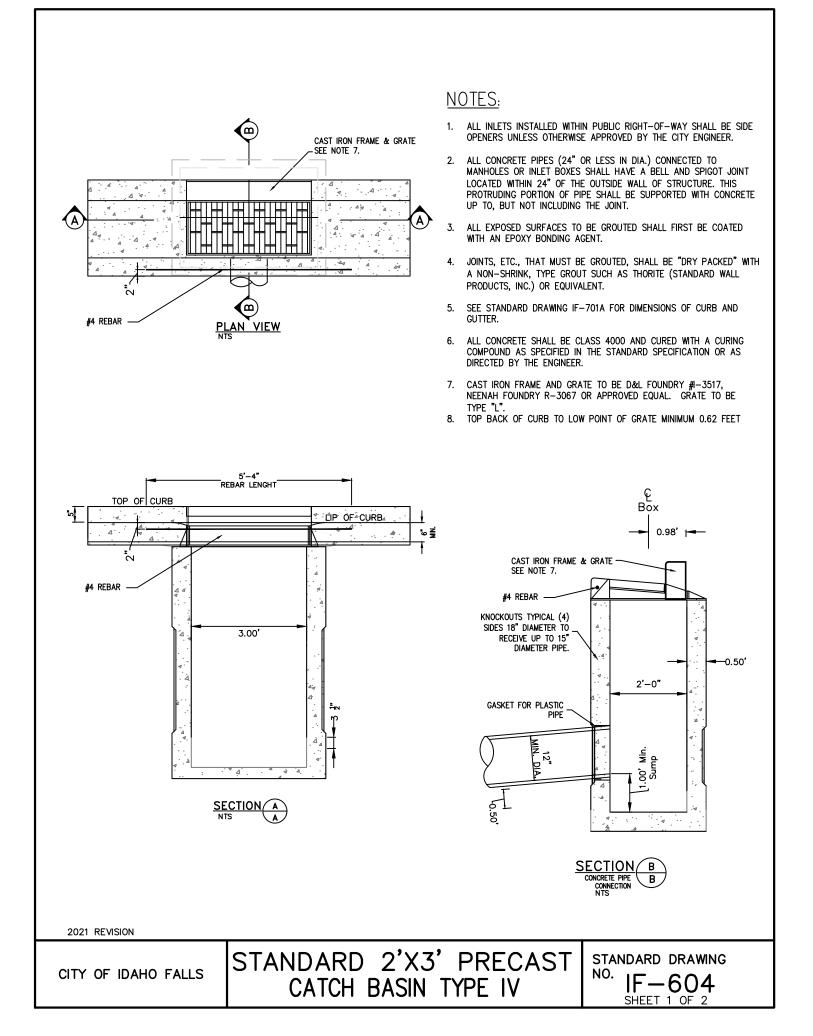
- A. Storm Lift Station: On a lump sum basis for the construction of a fully operational lift station.
  - 1. Bid Schedule Payment Reference: 603.4.1.A.1.
  - Bid Schedule Description: Storm Lift Station...lump sum (LS).

Delete the following Standard Drawings:

Delete SD-601 Delete SD-604 Delete SD-611 Delete SD-612 Delete SD-613 Delete SD-613A Delete SD-614 Delete SD-614A Delete SD-616 Delete SD-617 Delete SD-618

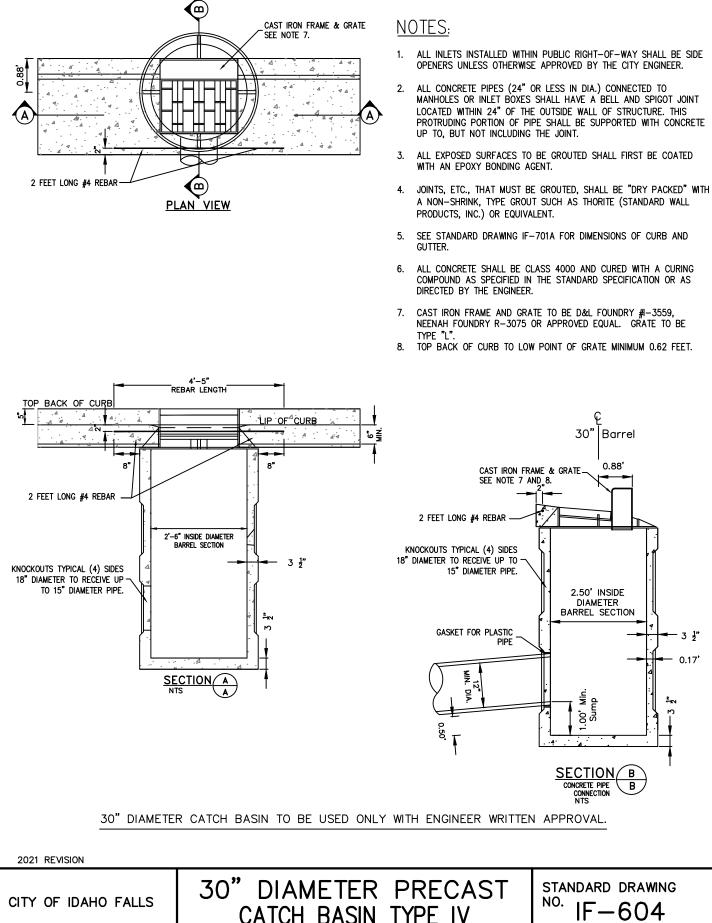
Add the following Idaho Falls Standard Drawings:

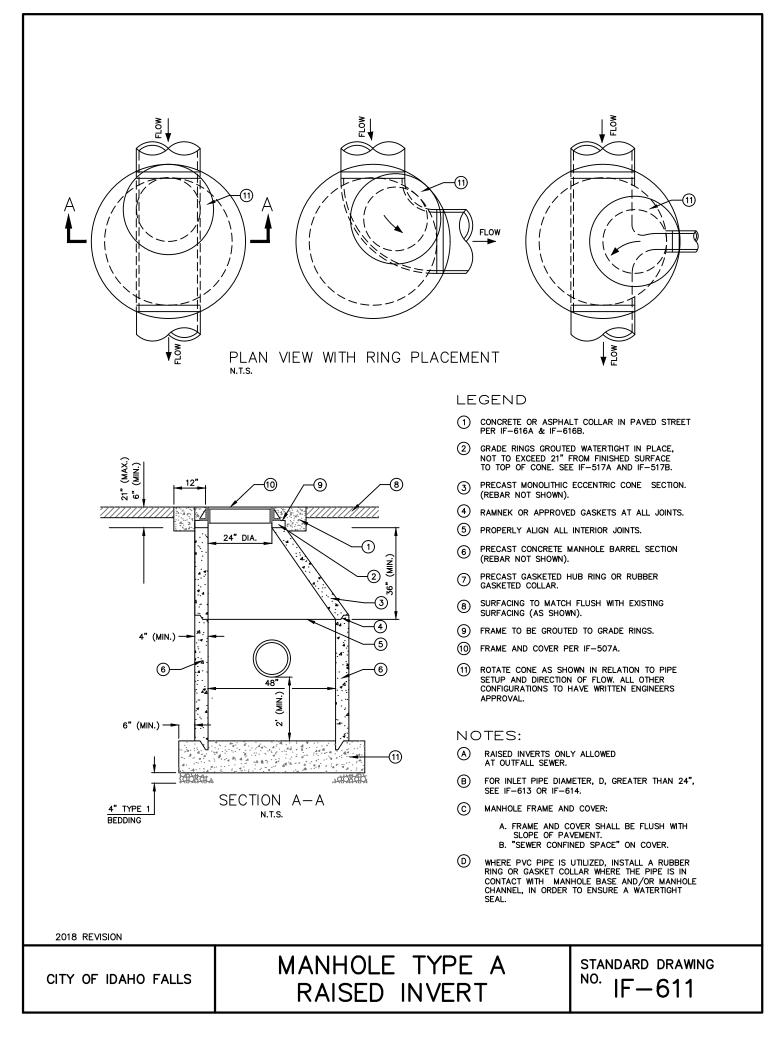
Add IF-604 (2 sheets) Add IF-611 Add IF-612 Add IF-612A Add IF-613 Add IF-613A Add IF-614 Add IF-614A Add IF-616A Add IF-616B Add IF-617A Add IF-617B Add IF-617C Add IF-617D Add IF-630A Add IF-630B Add IF-631

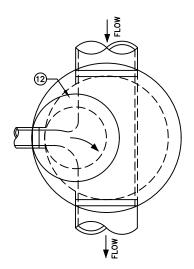


# CATCH BASIN TYPE IV

NO. IF-604 SHEET 2 OF

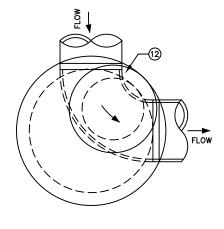


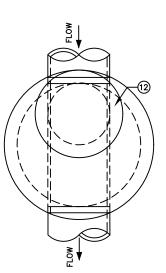




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#### LEGEND

- (1) CONCRETE OR ASPHALT COLLAR IN PAVED STREET PER IF-616A OR IF-616B.
- (2) GRADE RINGS GROUTED WATERTIGHT IN PLACE, NOT TO EXCEED 21" FROM FINISHED SURFACE TO TOP OF CONE. SEE IF-517A AND IF-517B.
- (3) PRECAST MONOLITHIC ECCENTRIC CONE SECTION. (REBAR NOT SHOWN).
- (4) RAMNEK OR APPROVED GASKETS AT ALL JOINTS.
- 5 PROPERLY ALIGN ALL INTERIOR JOINTS.
- 6 PRECAST CONCRETE MANHOLE BARREL SECTION (REBAR NOT SHOWN) 48" RCP.
- PRECAST GASKETED HUB RING OR RUBBER GASKETED COLLAR.
- (8) SURFACING TO MATCH FLUSH WITH EXISTING SURFACING (AC SHOWN).
- 9 FRAME TO BE GROUTED TO GRADE RINGS.
- 10 FRAME AND COVER PER IF-507A.
- (1) CAST-IN-PLACE MANHOLE BASE. SEE IF-501A FOR PREFABRICATED BASE.
- (2) ROTATE CONE AS SHOWN IN RELATION TO PIPE SETUP AND DIRECTION OF FLOW. ALL OTHER CONFIGURATIONS TO HAVE WRITTEN ENGINEERS APPROVAL.

#### NOTES:

- A FOR DIAMETER, D, GREATER THAN 24", SEE IF-613 OR IF-614.
- MANHOLE FRAME AND COVER:
   A. FRAME AND COVER SHALL BE FLUSH WITH SLOPE OF PAVEMENT.
   B. "SEWER CONFINED SPACE" ON COVER.
- WHERE PVC PIPE IS UTILIZED, INSTALL A RUBBER RING OR GASKET COLLAR WHERE THE PIPE IS IN CONTACT WITH MANHOLE BASE AND/OR MANHOLE CHANNEL, IN ORDER TO ENSURE A WATERTIGHT SEAL.
- EITHER BASE ON IF-612 OR SD-501A MAY BE USED WITH ANY MANHOLE TYPE A.

2018 REVISION

## MANHOLE TYPE A

BEDDING

standard drawing <sup>NO.</sup> IF-612

24" DIA 1 (MAX.) 2) <u>(MIN</u> Ъ, 3) 36, 4" (MIN.) 4 (5) 6 48" 6" (MIN.) SHELF SLOPE 1" PER FOOT Ø DS2 11800 AC 180080 9" (MIN.) 4" TYPE 1

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#### DEPTH GREATER THAN 2' AND LESS THAN 5' $\diagdown$ PIPE DIA. $\leq$ 24" SHELF SHE А А LEGEND 1 CONCRETE OR ASPHALT COLLAR IN PAVED STREET SECTION PER IF-616A OR IF-616B. PLAN N.T.S. (2) GRADE RINGS GROUTED WATERTIGHT IN PLACE, NOT TO EXCEED 21" FROM FINISHED SURFACE TO TOP OF CONE. SEE IF-517A AND IF-517B. (3) REINFORCED CONCRETE REDUCER SLAB. REBAR NOT SHOWN. (MAX.) (MIN.) (MIN) 10) ⑨ (8) (4) RAMNEK OR APPROVED GASKETS AT ALL JOINTS. (2) 121 و" 5 PROPERLY ALIGN ALL INTERIOR JOINTS. PRECAST CONCRETE MANHOLE BARREL SECTION (REBAR NOT SHOWN) 48" RCP. 6 (3) $\bigcirc$ PRECAST GASKETED HUB RING OR RUBBER GASKETED COLLAR. ŵ (8) SURFACING TO MATCH FLUSH WITH EXISTING FINISHED OF PIPE 4" (MIN.) SURFACING (AC SHOWN). (9) FRAME TO BE GROUTED TO GRADE RINGS. FROM TOP 6 (1) FRAME AND COVER PER IF-507A. 2 1CAST-IN-PLACE MANHOLE BASE. SEE IF-501A FOR PREFABRICATED BASE. ĥ 2' TO 5 GRADE 5 6" (MIN.) SHELF SLOPE D<24 NOTES: (11) FOR DIAMETER, D, GREATER THAN 24", SEE (A)IF-613 OR IF-614. ๎₿ MANHOLE FRAME AND COVER: abadra \*402400 9" (MIN.) A. FRAME AND COVER SHALL BE FLUSH WITH SLOPE OF PAVEMENT. B. "SEWER CONFINED SPACE" ON COVER. 4" TYPE 1 BEDDING WHERE PVC PIPE IS UTILIZED, INSTALL A RUBBER RING OR GASKET COLLAR WHERE THE PIPE IS IN CONTACT WITH MANHOLE BASE AND/OR MANHOLE CHANNEL, IN ORDER TO ENSURE A WATERTIGHT $\odot$ SEAL. ៙ EITHER BASE ON IF-612 OR SD-501A MAY BE USED WITH ANY MANHOLE TYPE A.

SHALLOW MANHOLE

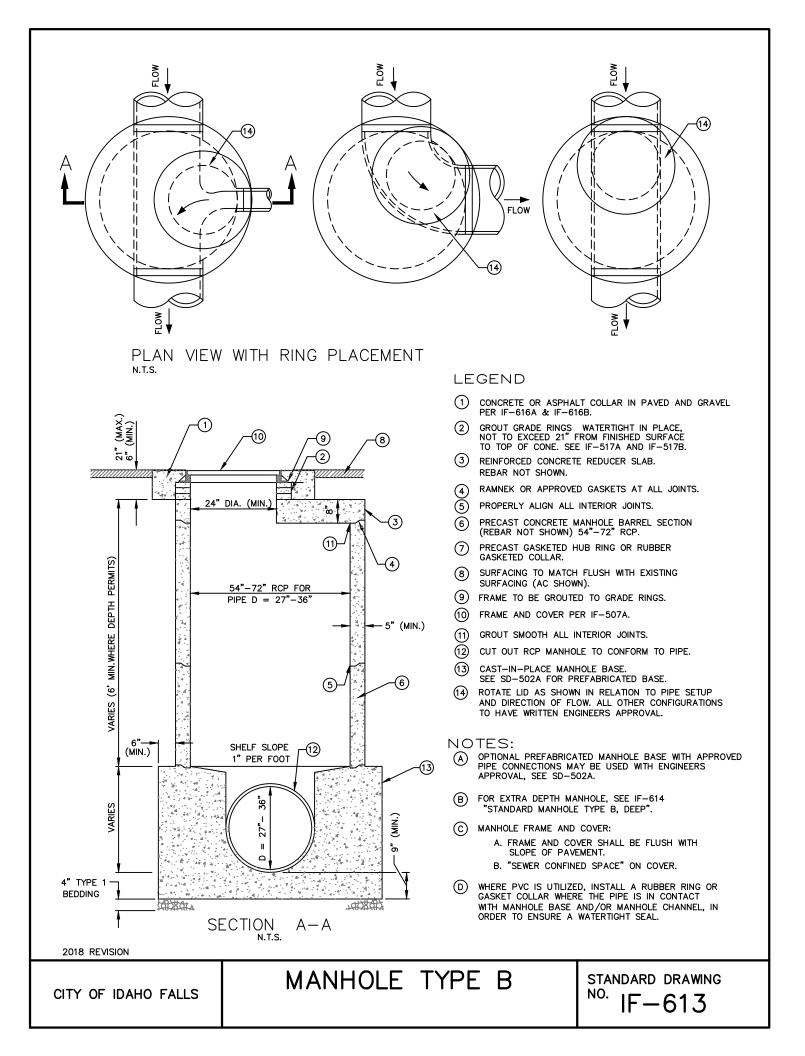
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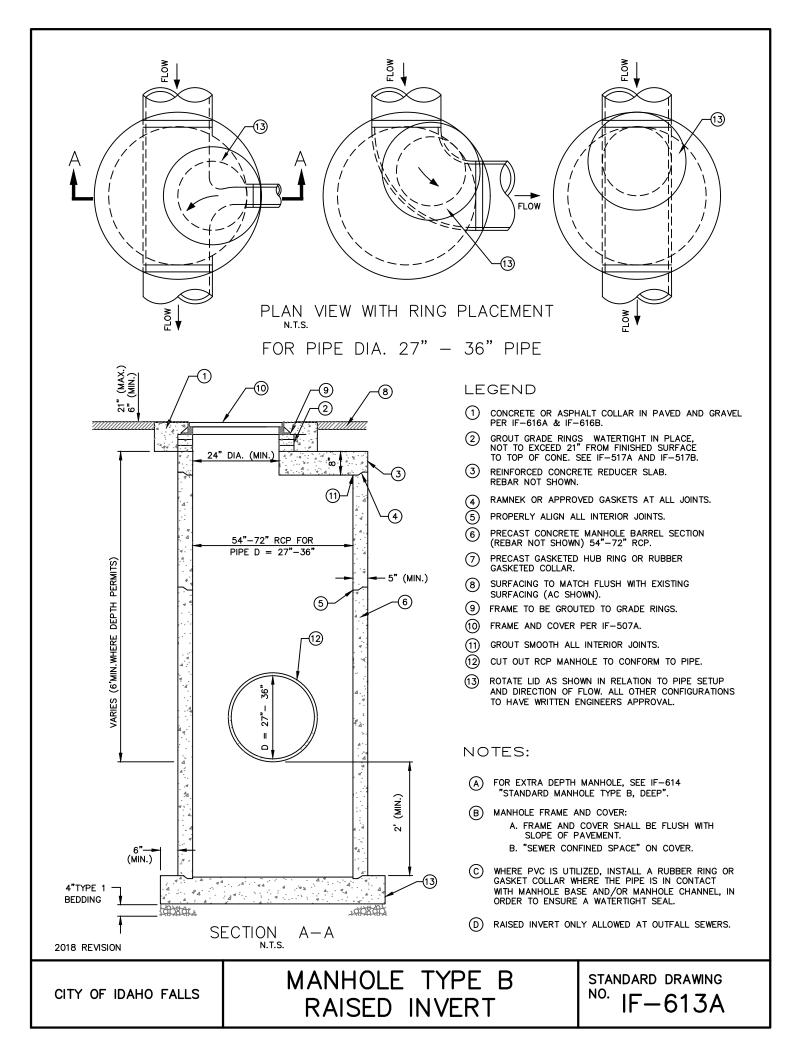
STANDARD DRAWING

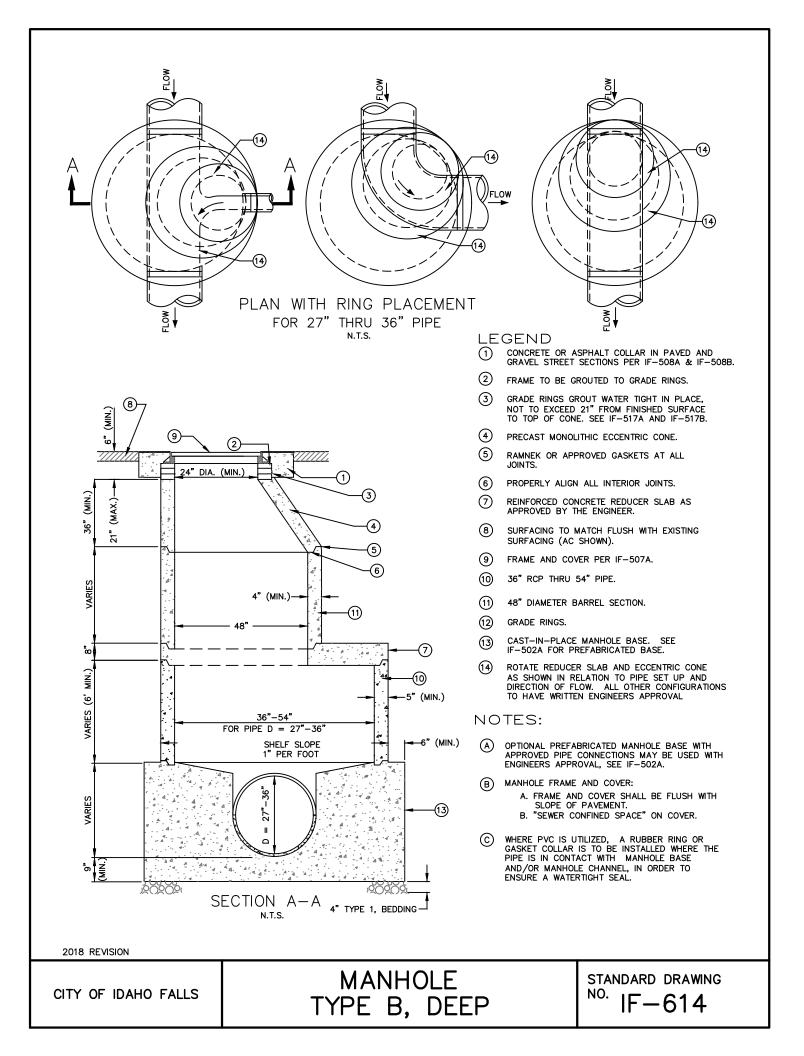
IF-612A

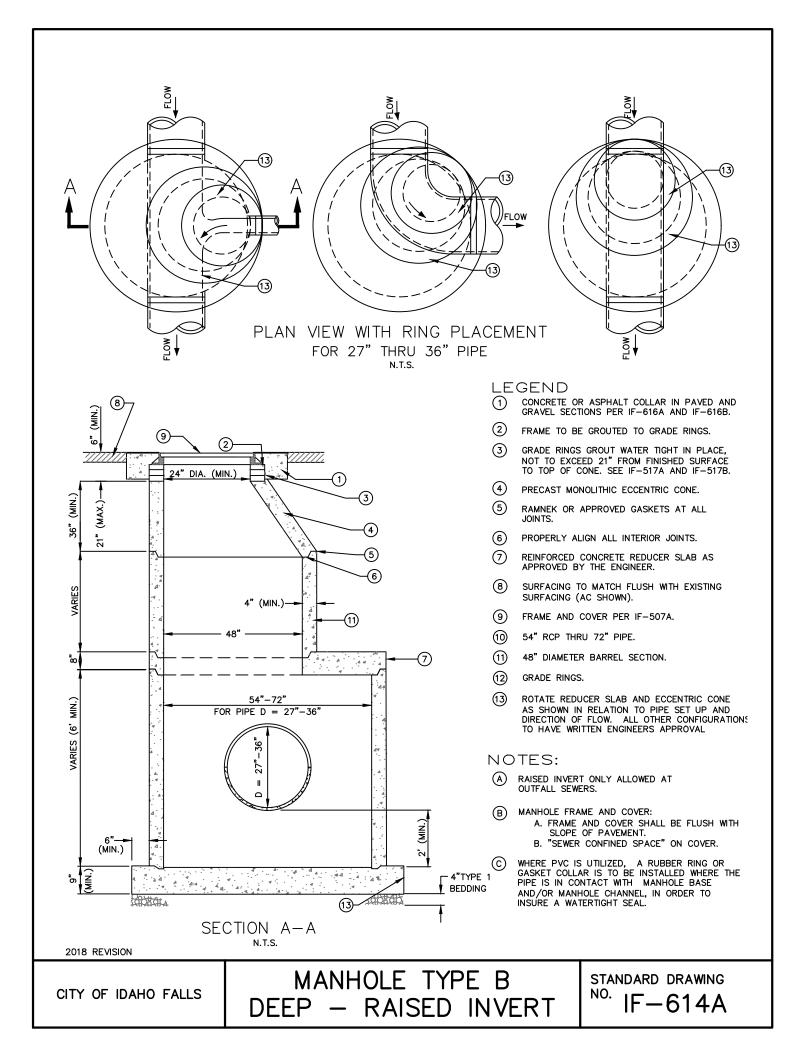
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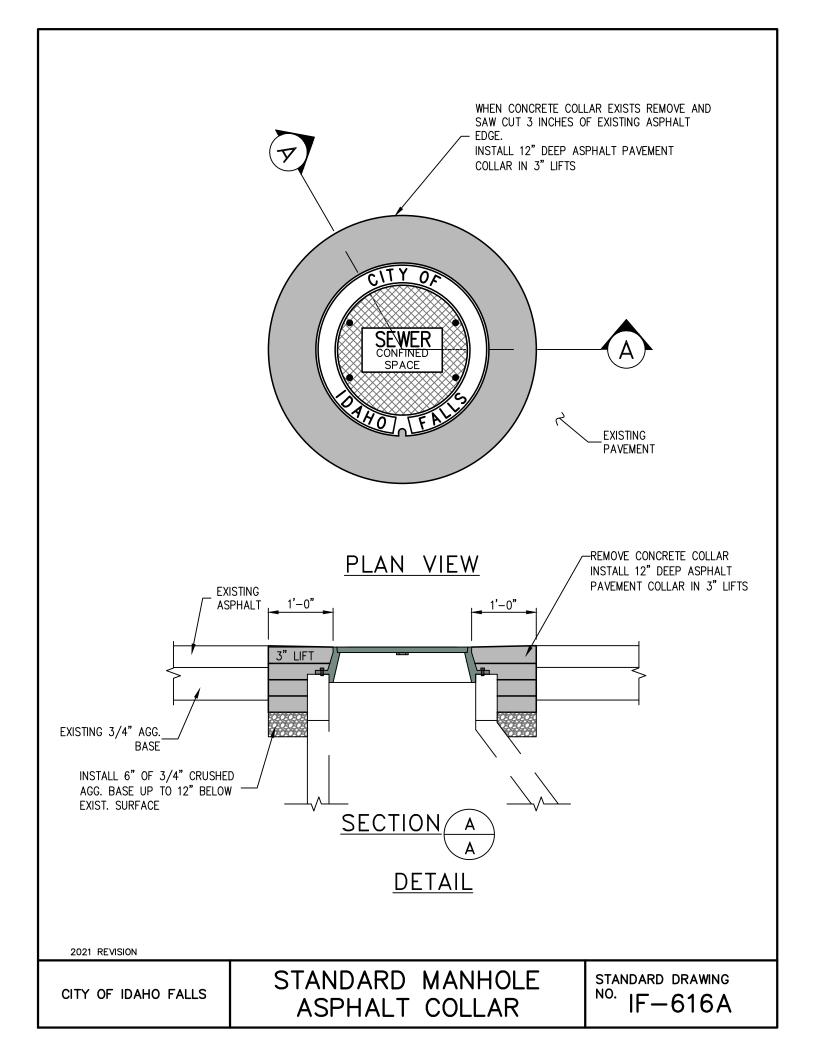
2018 REVISION

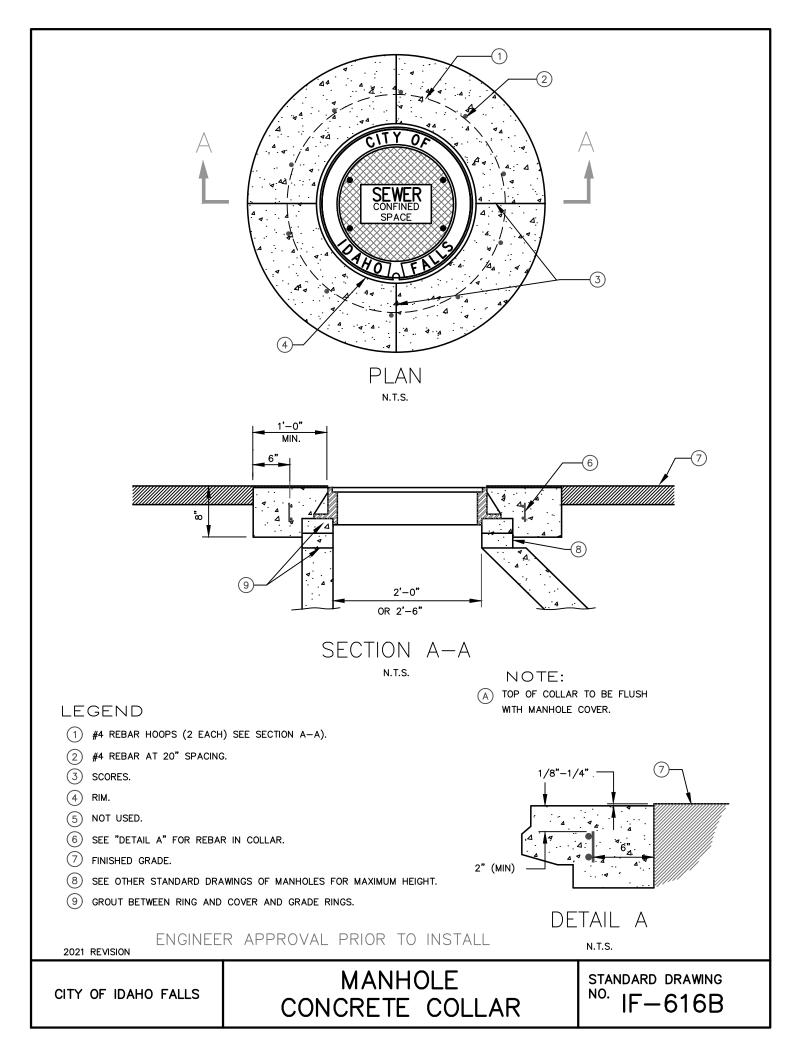


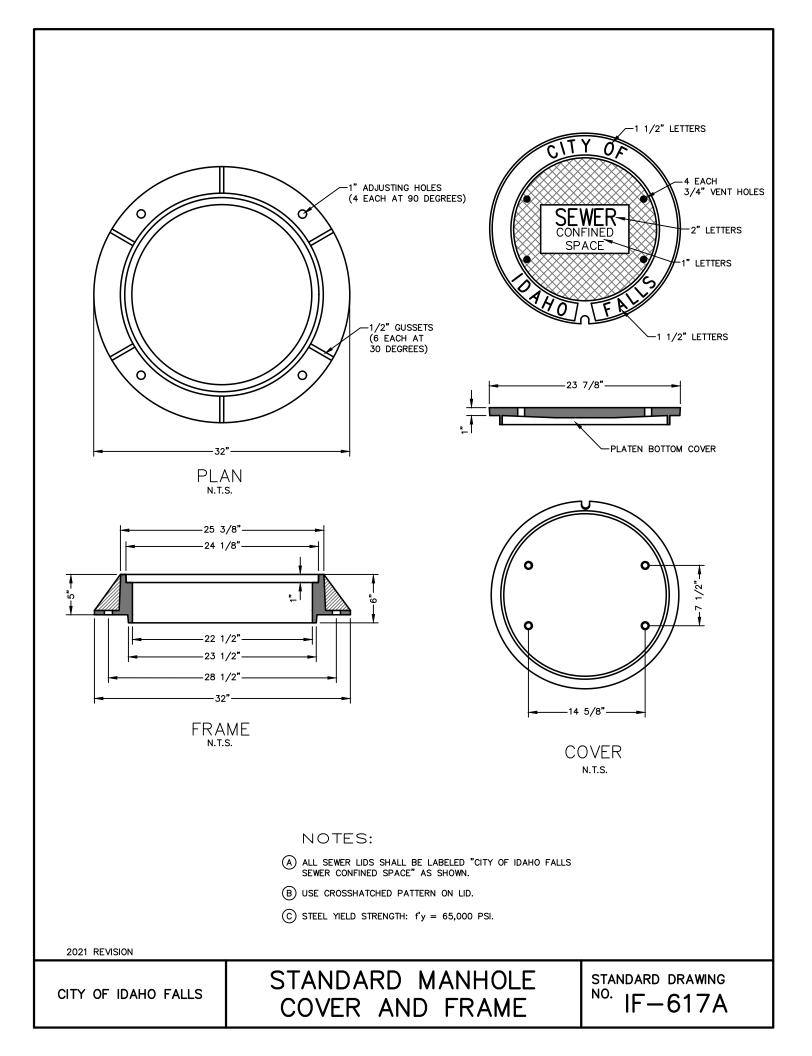


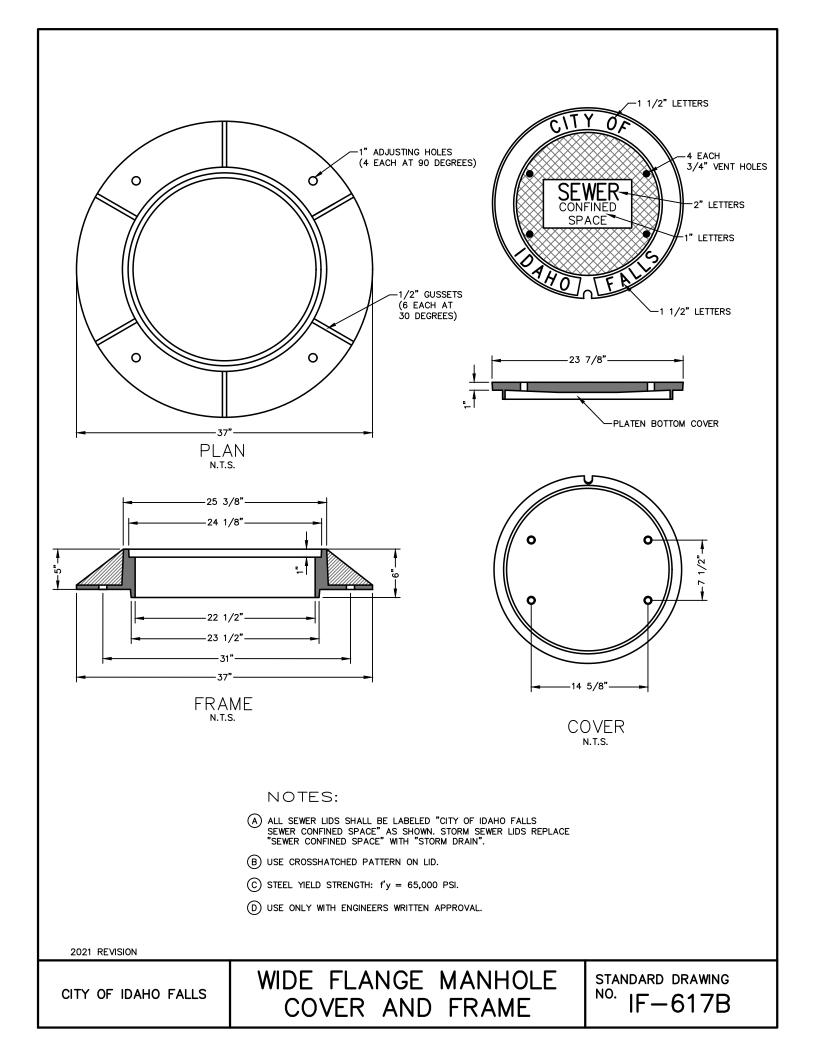


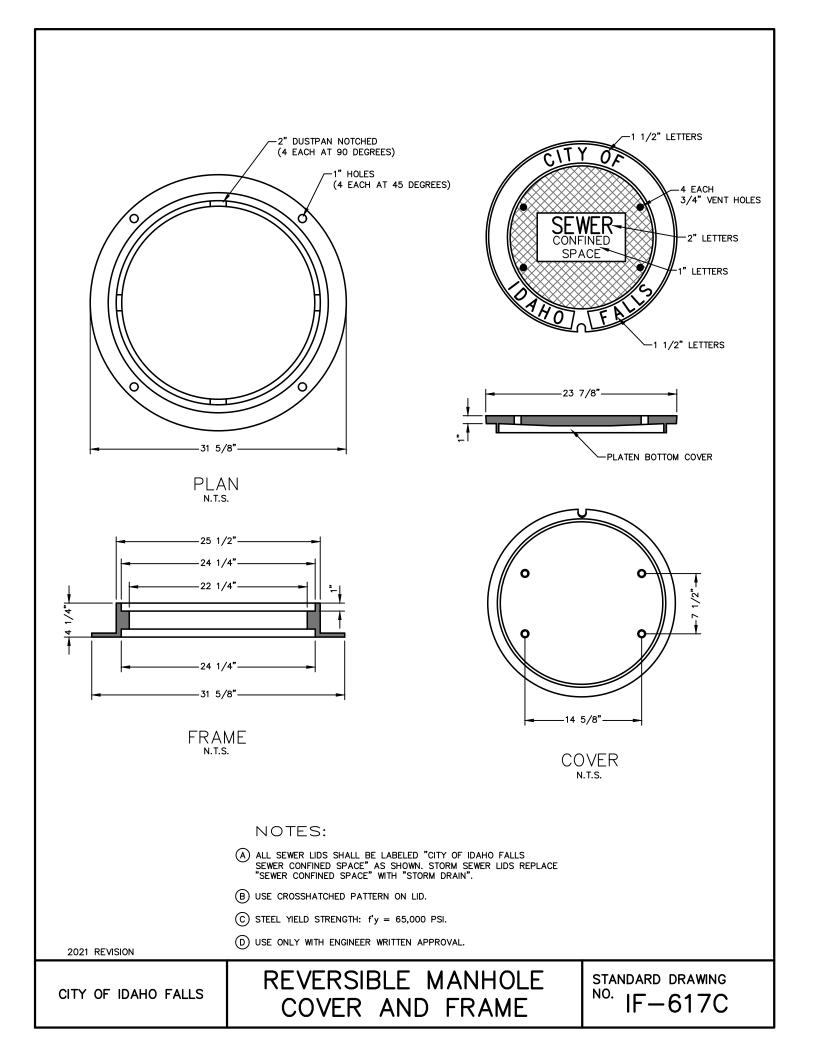


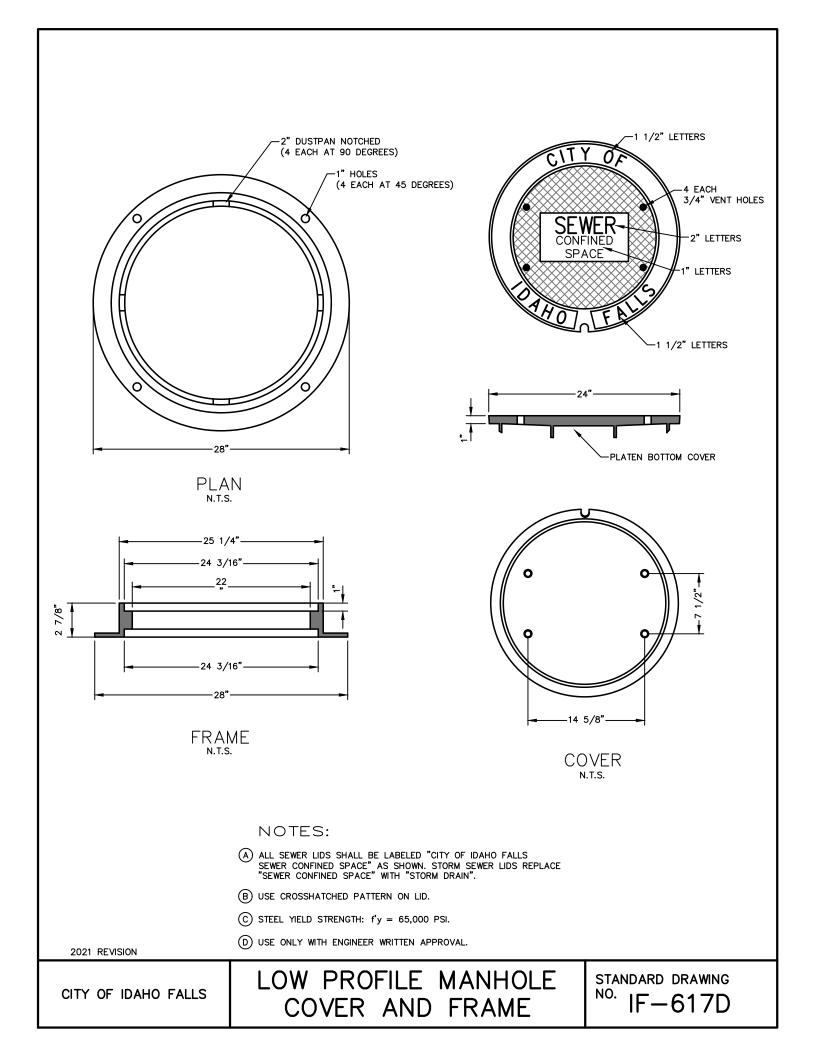


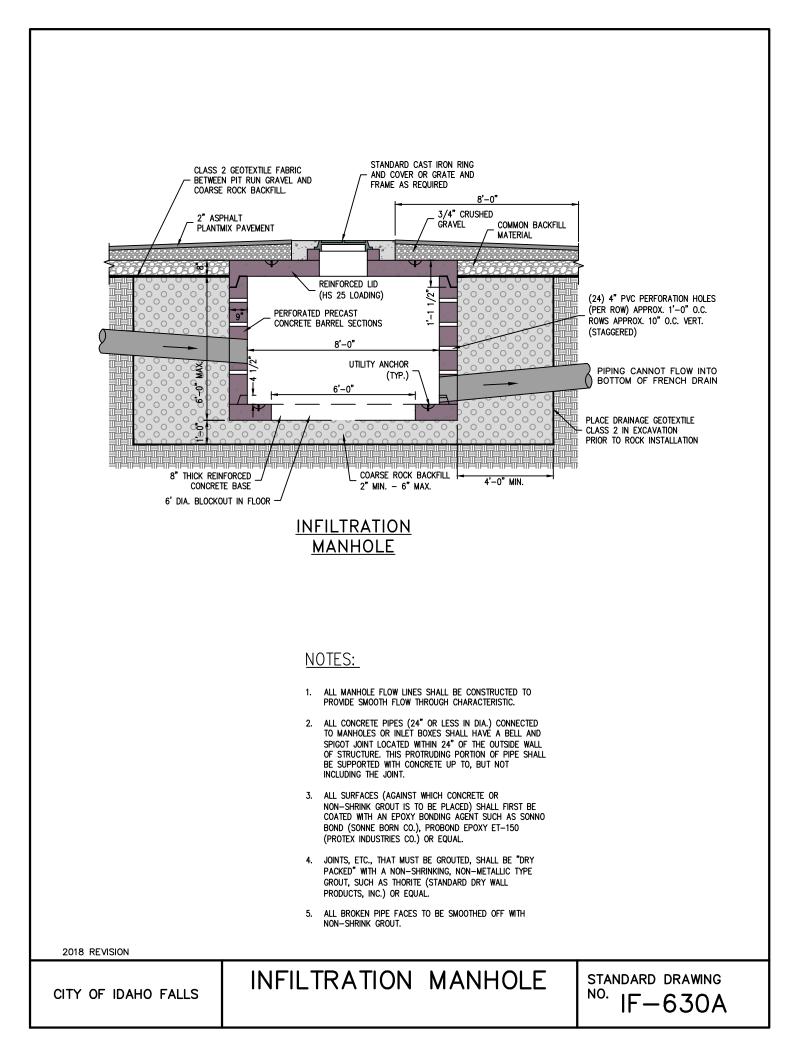


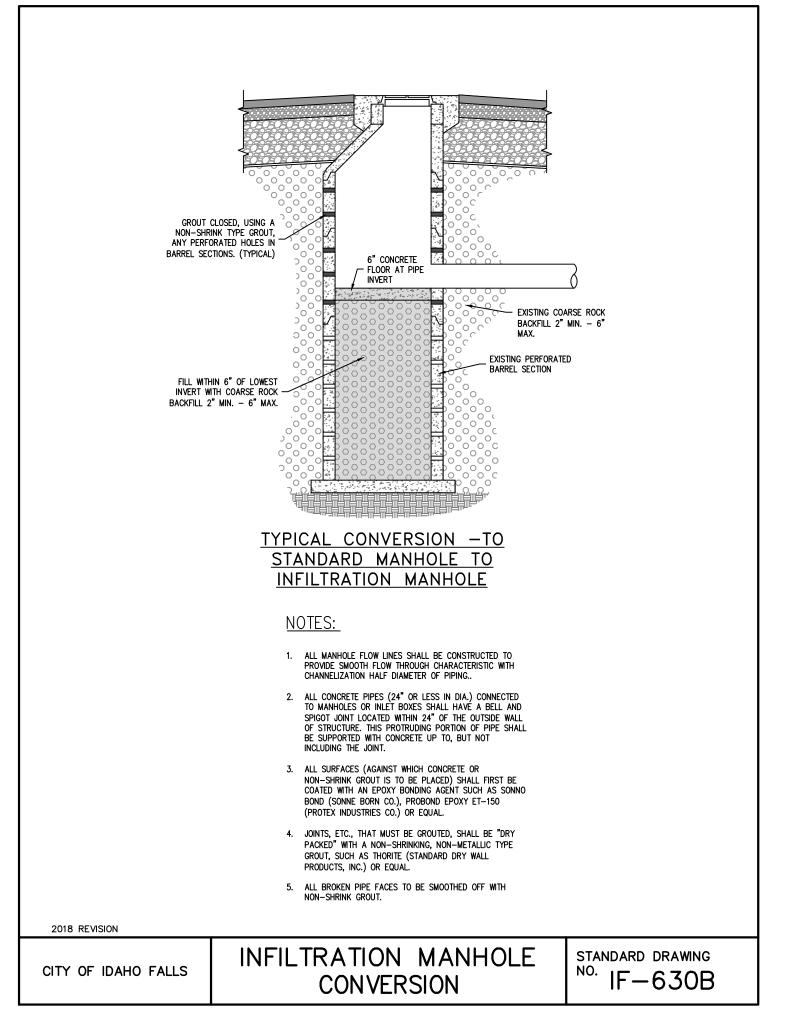


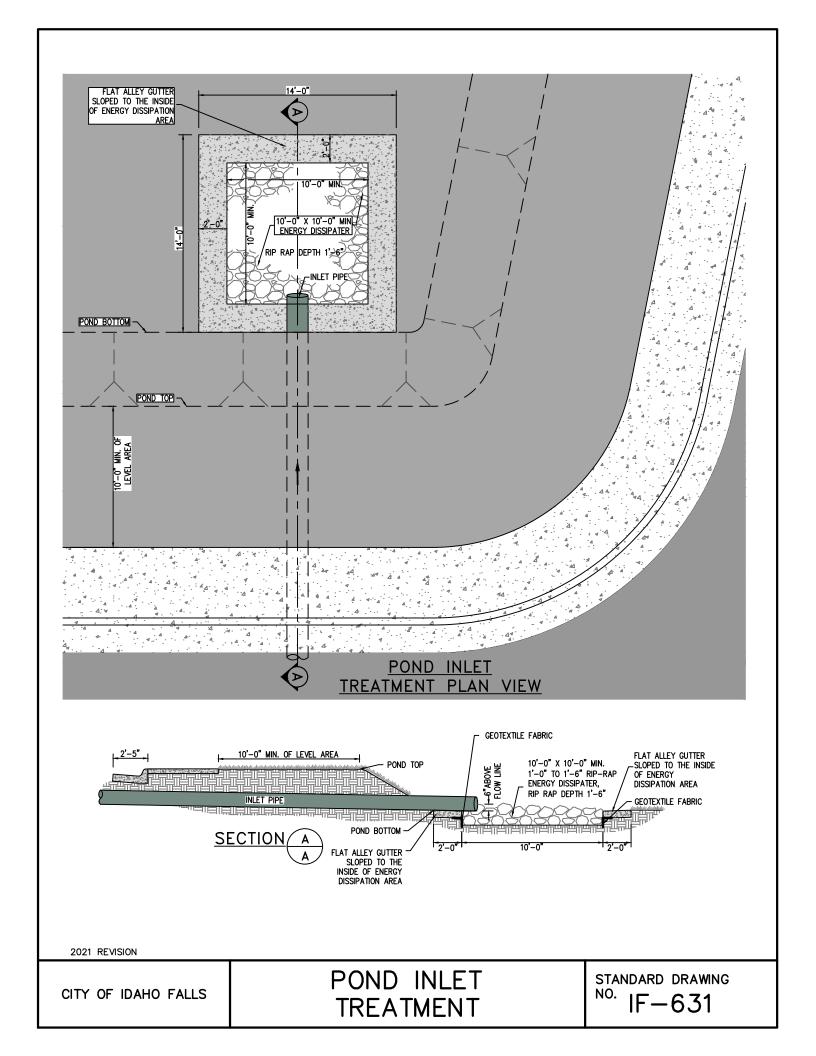












# **CITY OF IDAHO FALLS**

## SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC

**DIVISION 700 – Concrete** 

### CITY OF IDAHO FALLS SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC

#### Division 700 – Concrete

#### Section 702 – Concrete Reinforcement Part 3.1 Placement

#### Add new Item A.1:

1. If concrete blocks are used, they shall have appropriate tie wires imbedded in them during their forming stage and each block shall be tied to the reinforcing bar it supports, to hold the block in place. Concrete blocks shall have approximately the same strength quality as the concrete placed around them. Plastic coated tie wire will only be required when epoxy coated reinforcing steel is specified for bridge decks. Alternate methods of holding the concrete blocks in place may be approved. The use of pebbles, pieces of broken stone, concrete or brick, metal pipe or wooden blocks will not be permitted.

#### Section 703 – Cast in Place Concrete Part 2.4 Concrete Mix

Concrete (a)	Minimum	Max Water	Max Slump	Air Content
Class in (psi)	Cement	Cement Ratio	(inches)	<u>(Percent)</u>
<u>(28 day)</u>	<u>Content</u>			
	<u>LB./CY <sup>(b)</sup></u>			
4000A	560	.44	2.5±1.0	6.5±1.5
4000B	560	.44	5	6.5±1.5
3000	560	.49	5	6.5±1.5
1500	380	.60	8	0-6
Flowable Fill	30 Min.	.80	10	0-10
125-150 psi				
max				

**Delete** Table 1 and **insert** new Table 1:

- a. Classes of concrete are the minimum compressive strengths when tested in accordance with applicable tests.
- b. It may not always be possible to produce concrete of the required strength using the minimum cement content. No separate payment will be made for additional cement required to meet minimum strength.

Concrete <sup>(a)</sup>	Minimum <sup>(b)</sup>	Minimum <sup>(b)</sup>	Max	Max	Air
Class in (psi)	Cement	Fly Ash	Water	Slump	Content
<u>(28 day)</u>	<u>Content</u>	<u>Content</u>	<u>Cement</u>	(inches)	<u>(Percent)</u>
			<u>Ratio</u>		
	LB./CY	<u>LB./CY</u>			
4000AF	467	116	.42	2.5±1.0	6.5±1.5
4000BF	467	116	.42	5 Max	6.5±1.5
3000F	467	116	.47	5 Max	6.5±1.5
1500F	317	79	.58	8 Max	0-6
Flowable Fill	30 Min	250	2.0	6 – 8	N/A
- 125-150					
psi					
Compactable	110		4.0	0-1	N/A
Fill (High					
Density)					

Delete Table 2 (retain footnotes) and insert new Table2:

**Delete** Item D and **insert** new Item D:

D. Unless otherwise specified in the Contract Documents or approved by the Engineer, use Class 4000AF extruded and 4000BF formed concrete with ¾ inch minus coarse aggregate.

**Delete** Item I and **insert** new Item I:

 Flowable Fill (CDF) shall meet the requirements of Table 1 or Table 2 and use 3,200 lbs. (SSD) of aggregates per cubic yard with a blend of 70% fine aggregate and 20% coarse aggregate (3/8 inch to No. 4) per ASTM C33.

#### Section 703 – Cast in Place Concrete Part 3.4 Concrete Finishing

Add new Item D and E:

- D. Bond skid-resistant overlays and high friction surfaces to bridges and elevated slabs with Pro-Poxy Type III D.O.T or approved equal. Apply per manufactures recommendation or as approved by Engineer
- E. Seal cracks in bridge decks with Pro Poxy 40 LVLM or approved equal. Apply per manufactures recommendation or as approved by Engineer.

#### Section 703 – Cast in Place Concrete Part 3.5 Curing and Protection

#### Add new Item F:

F. Continuously and conscientiously protect the new concrete from any type of damage or vandalism. Provide all barricades, fences, ropes, pedestrian bridges, personnel, etc. required to protect the freshly placed concrete from damage or defacement by pedestrians, animals, vehicles, etc. Do not begin any concrete placement until such protective devices and personnel are on hand at the project site. Remove and replace all concrete that is damaged, marred or defaced at no cost to the City.

#### Section 706 – Other Concrete Construction Part 2.4 Portland Cement Concrete

#### Delete Item A and insert new Item A:

A. Conform to the requirements of Section 703 – Cast-In-Place Concrete and Section 705 – Concrete Pavement.

#### Section 706 – Other Concrete Construction Part 2.5 Accessories

#### Add new Item B:

B. Epoxy adhesive for bonding: Rezi-Weld 1000 multi-purpose epoxy or approved equal.

#### Section 706 – Other Concrete Construction Part 3.10 Tolerances

#### Add new Item E:

E. Any cross sectional dimensions or measurements (i.e., depth, width, curb face batter, curb top radius, flow line radius, etc.) of any concrete member or element shall not vary more than one-fourth (1/4) inch from the approved typical cross section dimensions for the member or element; provided, however, that ninety (90) percent of the depth and/or width measurements of any fifty (50) foot length of the member or element shall be equal to or greater than the specified Plan (typical cross section) depth and width dimensions.

The Contractor shall furnish a ten (10) foot long straightedge to check the finished concrete work for conformance with the required tolerances. It shall be at the site of the work prior to the placing and finishing of the concrete work.

Any concrete work having unsightly bulges, ridges, low spots or other finishing defects shall be removed and replaced at the Contractor's expense.

#### Section 706 – Other Concrete Construction Part 3.12 Protection

#### Add new Item B:

B. Continuously and conscientiously protect the new concrete from any type of damage or vandalism. Provide all barricades, fences, ropes, pedestrian bridges, personnel, etc. required to protect the freshly placed concrete from damage or defacement by pedestrians, animals, vehicles, etc. Do not begin any concrete placement until such protective devices and personnel are on hand at the project site. Remove and replace all concrete that is damaged, marred or defaced at no cost to the City.

#### Section 706 – Other Concrete Construction Part 4 Measurement and Payment

#### Add the following to paragraph 4.1:

Required aggregate base under and around all construction items paid under this section shall be incidental to the respective concrete bid items. No payment for this construction will be made under Section 802 unless otherwise indicated in the Contract Documents.

#### Section 706 – Other Concrete Construction Part 4.1.A Concrete Curb and Gutter

Add new Items 13 and 14:

- 13. Bid Schedule Payment Reference: 706.4.1.A.13.
- 14. Bid Schedule Description: 10" Mountable Curb... linear foot (LF).

#### Section 706 – Other Concrete Construction Part 4.1.B Concrete Valley Gutter

Add new Items 5 and 6:

- 5. Bid Schedule Payment Reference: 706.4.1.B.5.
- 6. Bid Schedule Description: Alley Gutter... linear foot (LF).

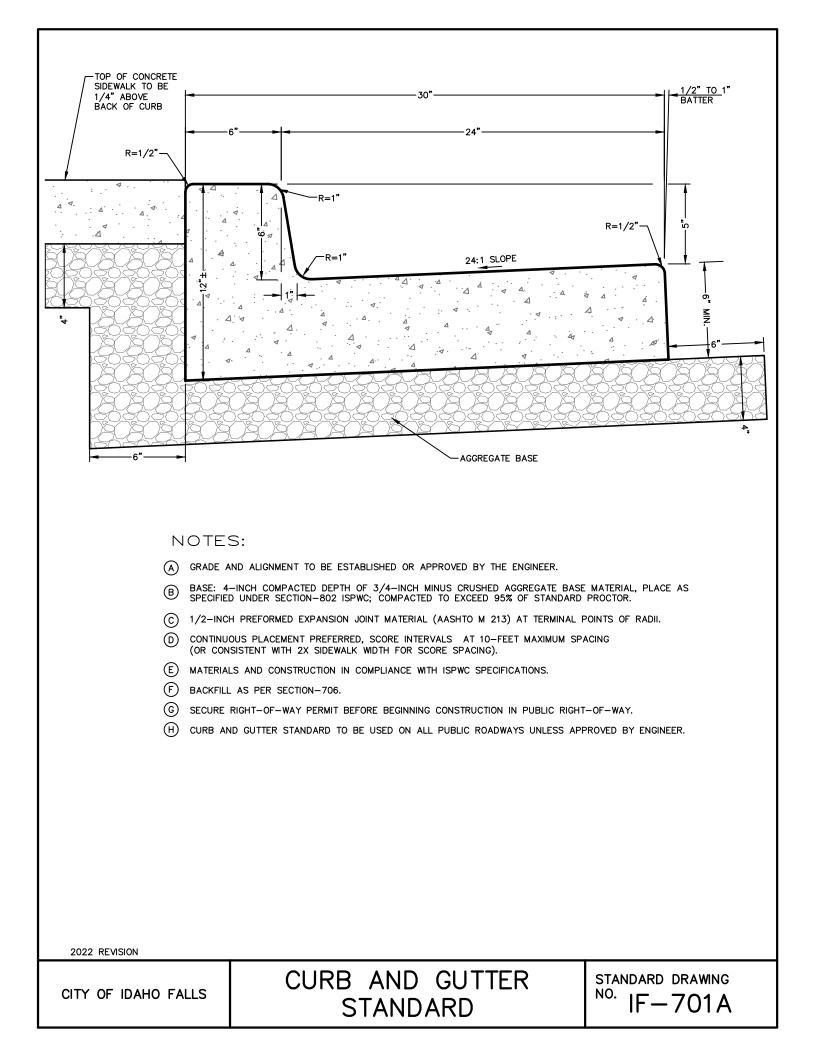
#### Division 700 – Concrete – Standard Drawings

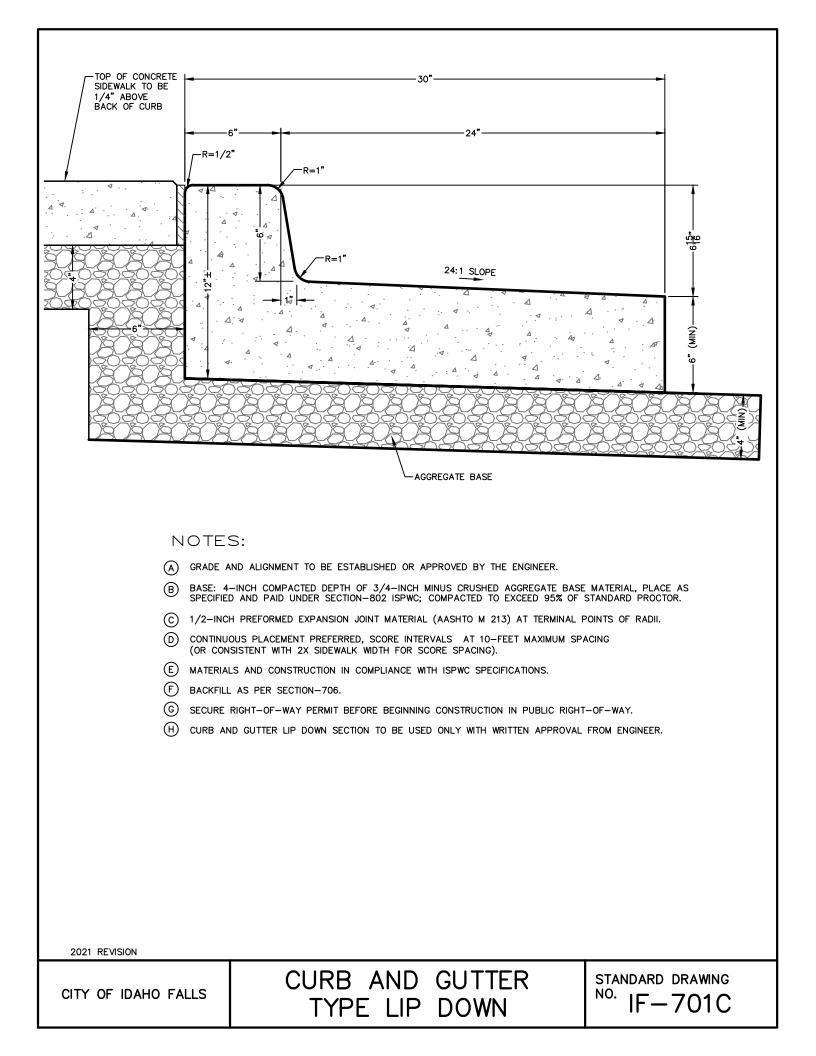
Delete the following Standard Drawings:

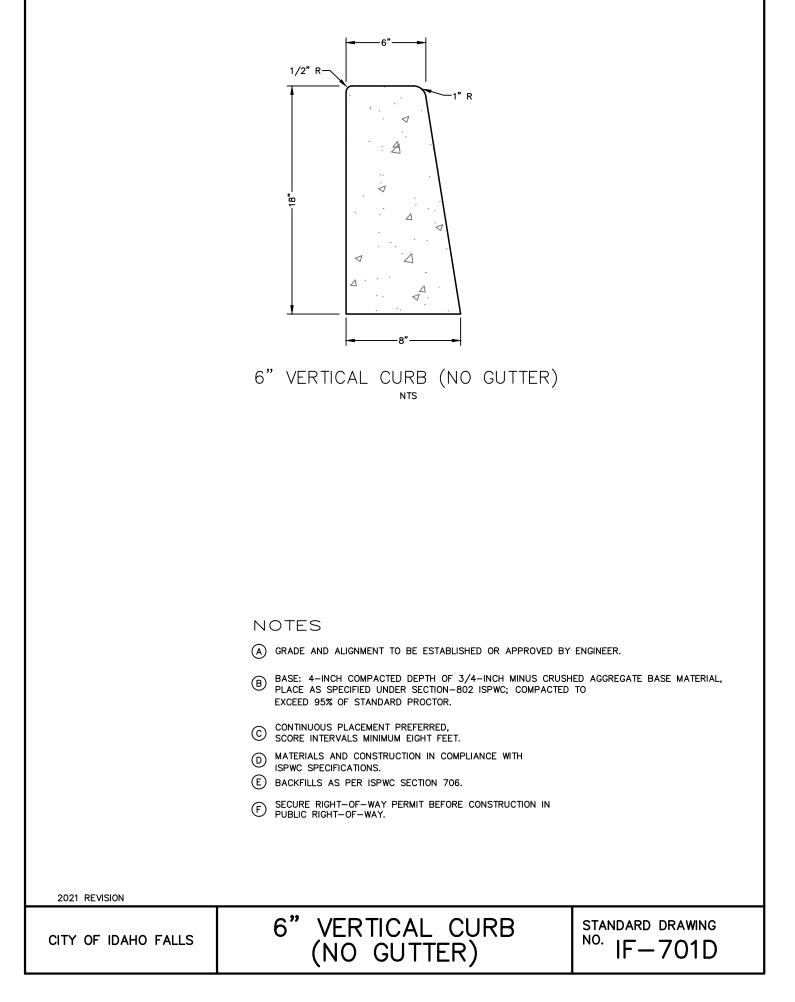
Delete SD-701A Delete SD-708 Delete SD-709 Delete SD-710 Delete SD-710A Delete SD-710B Delete SD-710C Delete SD-712C Delete SD-712C Delete SD-712E

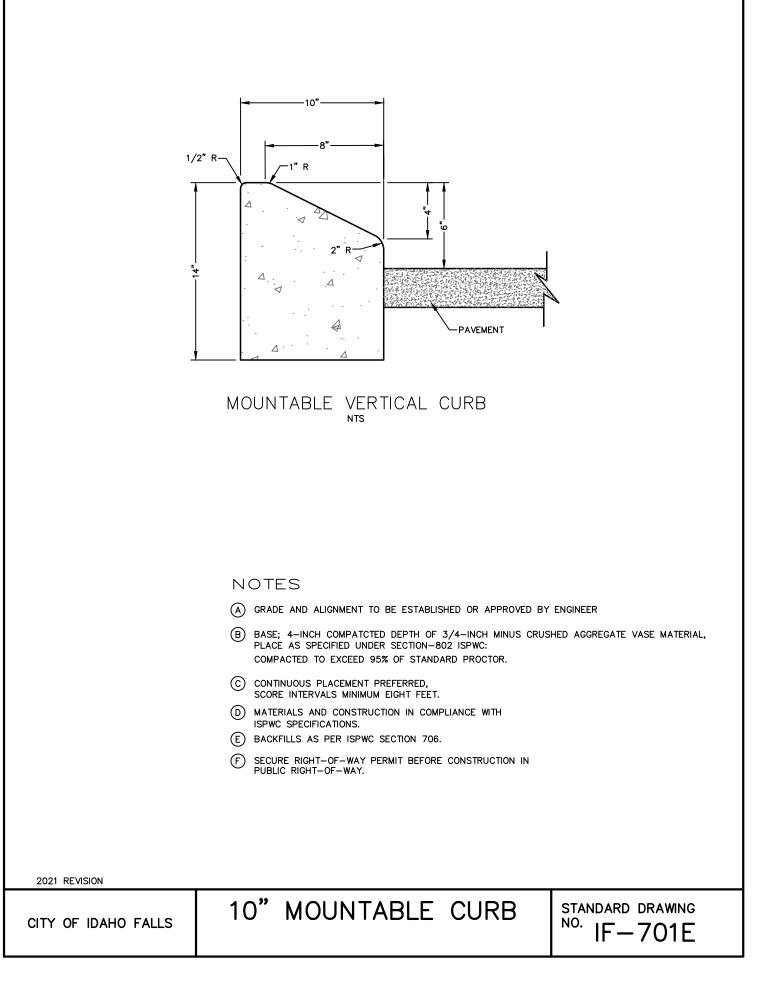
Add the following Idaho Falls Standard Drawings:

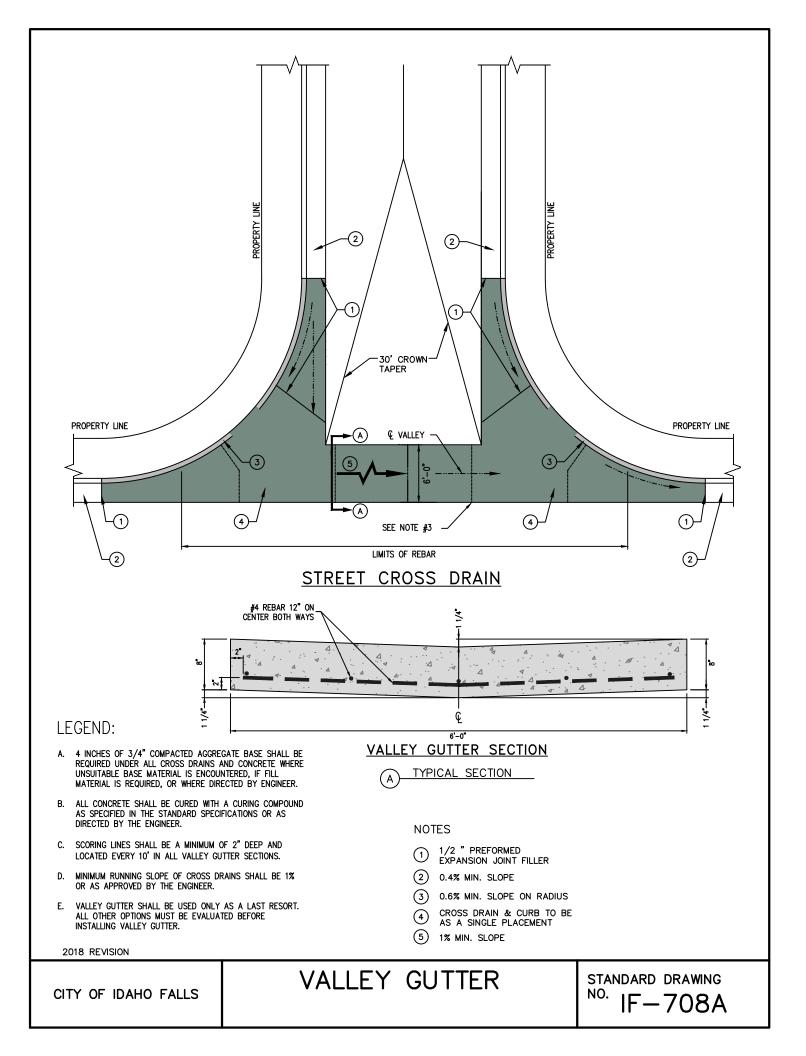
Add IF-701A Add IF-701C Add IF-701D Add IF-701E Add IF-708A Add IF-708B Add IF-709 Add IF-710 Add IF-710A Add IF-710B Add IF-710C Add IF-712A Add IF-712B Add IF-712C Add IF-712D Add IF-712E







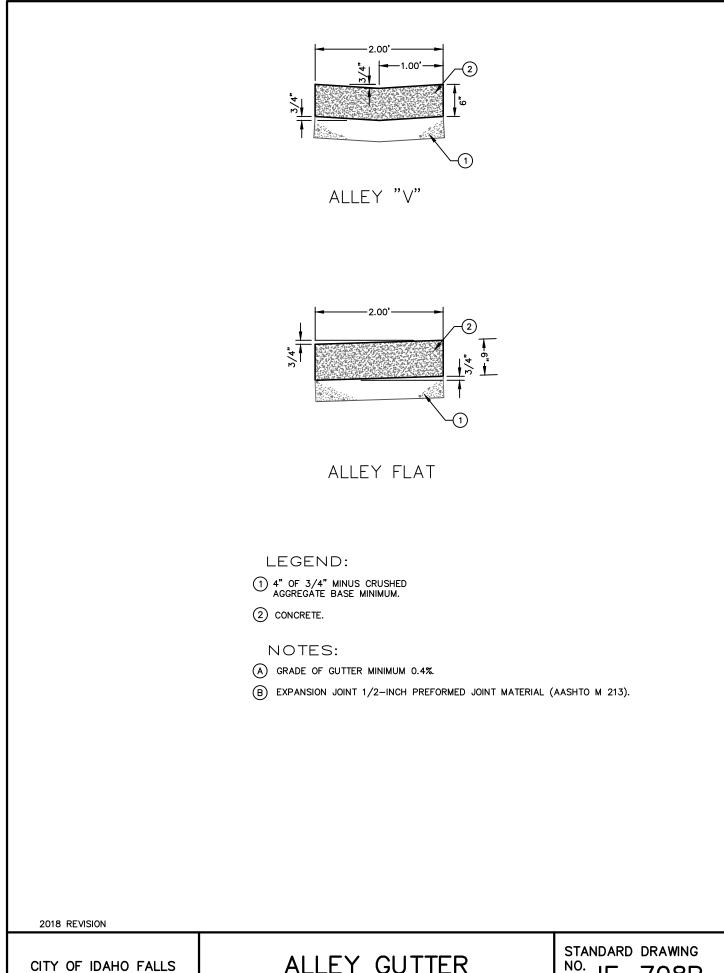




<b>OITV</b>			
	UF	IDAHO	F ALL

## ALLEY GUTTER

<sup>NO.</sup> IF-708B



	5' MIN. 1.75% ± 0.25% 3:1 IN CUT 3:1 IN CUT 3:1 IN FILL 4" OF 3/4" MINUS CRUSHED BASE	AREA		
	TANDARD CURB ND GUTTER 5' MIN. 1.75% ± 0.25% 5' MIN. 1.75% ± 0.25% 5' THICK CONCRETE 4" OF 3/4" MINUS CRUSHED BASE MATERIAL AS PER SECTION-800. "ROLLED CURB	AREA		
	ND GUTTER. VARIES 12" 5' MIN. 4'-10' $1.75\% \pm 0.25\%$ 4'-10' 4" THICK CONCRETE SURFACE REPAIR (4' MIN) 4" OF S	3.1 IN CUT AREA 3.1 IN CUT AREA 3.1 IN FILL AREA 3.4" MINUS CRUSHED BASE AL AS PER SECTION-800.		
	VARIES         12"         5' MIN.           4'-10'         1.75% ± 0.25%	12" 3:1 IN CUT AREA 3:1 IN FILL AREA C CONCRETE D BASE -800.		
NOTES:       A         (A) LOCATION GRADE AND WI         (B) BASE TO BE COMPACTED         (C) SLOPE SIDEWALK TOWARE         (B) BY THE OWNER.         (D) SCORE AT INTERVALS TO LONGITUDINAL AND TRAN         (E) 1/2" TRANSVERSE PREFC SIDEWALK IS PLACED BET PLACE 1/2" EXPANSION         (E) SINGLE FAMILY DRIVEWAY	" ROLLED CURB ND GUTTER. DTH TO BE ESTABLISHED OR APPROVED BY THE OWNER. TO EXCEED 95% OF STANDARD DENSITY. THE STREET NOT TO EXCEED 1.75% ± 0.25% UNLESS OTHERWISE SPECIFIE MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING. IN BOTH THE SVERSE DIRECTION FOR SIDEWALK GREATER THAN 5 FEET IN WIDTH. RMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHEF WEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO A STRUCTURE, JOINT MATERIAL ALONG THE BACK OF WALK THE FULL LENGTH. APPROACH ACROSS PLANTER STRIP & WALK TO BE 5" MINIMUM (7"			
<ul> <li>MINIMUM ALL OTHER APPROACHES) CONCRETE OVER 4" OF 3/4" MINUS CRUSHED BASE.</li> <li>(G) SIDEWALK CONSTRUCTION JOINTS SHALL BE CONSTRUCTED APPROXIMATELY 1" WIDE, D/3 IN DEPTH (D IS DEPTH OF SIDEWALK) AND FINISHED AND EDGED SMOOTH. A PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED EVERY 40' FOR NEW SIDEWALK CONSTRUCTION.</li> <li>2021 REVISION</li> </ul>				
CITY OF IDAHO FALLS	CONCRETE SIDEWALK	standard drawing <sup>NO.</sup> IF-709		

CITY OF IDAHO FALLS

2021 REVISION

CONCRETE SIDEWALK **APPROACH** 

All Sidewalk Thickness Within Right Of Way Directly Behind Ramp Throat See Note D.

12:1

P Throat Varies Per Policy And Application Width Of Approach Per Construction Plans

STANDARD DRAWING <sup>NO.</sup> IF-710

ESEE NOTE D

L SEE NOTE B

L4"OF 3/4"GRAVEL (TYPICAL)

Le" standard curb

Curb	3"	4"	5"	6"	7"	8"
Depth	4'	5'	6'	7'	8'	9'
Wing	3'	4'	5'	6'	7'	8'
Throat Per Policy And Application Unless Otherwise						
Approved by Owner						

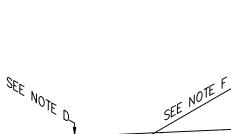
APPROACH DIMENSION TABLE

(E) APPROACH DIMENSIONS ARE BASED ON THE HEIGHT OF THE CURB. SEE TABLE BELOW PAY QUANTITIES FOR URBAN APPROACHES SHALL INCLUDE THE APPROACH F RAMP/DRIVEWAY AREA, AND THE APPROACH FLARES/WINGS ..

- 5" THICK FOR SINGLE FAMILY RESIDENTIAL (7" THICK FOR ALL OTHER APPROACHES) FROM TIP OF WING TO TIP OF WING UP TO THE EXPANSION JOINT. WHEN SIDEWALK IS SEPARATE FROM CURB THE SIDEWALK IMMEDIATELY BEHIND THE APPROACH THROAT SHALL BE 5"THICK FOR SINGLE FAMILY RESIDENTIAL (7" THICK FOR ALL OTHER APPROACHES.
- BASE TO BE A 4" THICKNESS OF 3/4" MINUS CRUSHED AGGREGATE PER SECTION-802.  $\odot$ (D) APPROACH THROAT WIDTHS SET BY POLICY AND APPLICATION. ALL CONCRETE TO BE
- B INSTALL EXPANSION JOINT AT TIP OF APPROACH WINGS AND WHERE SIDEWALK CHANGES THICKNESS.
- NOTES: A APPROACH TO CONFORM TO THE LATEST A.D.A. STANDARDS.

DEPTH

NOTE B

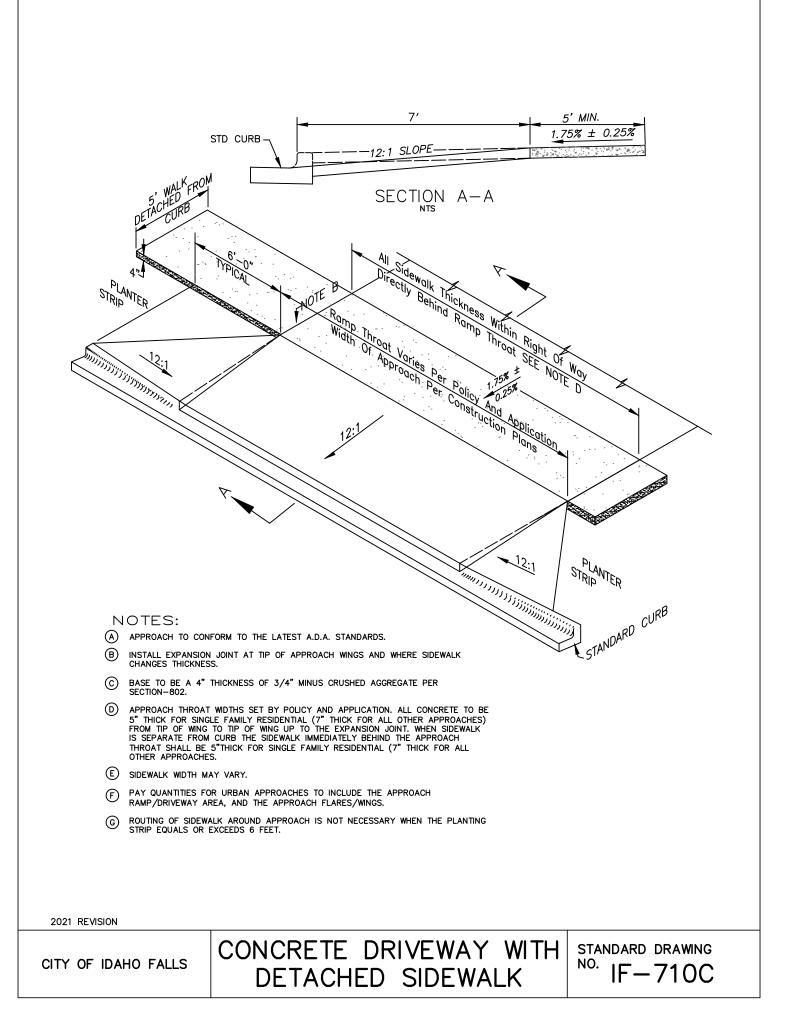


12:1

WING 6' <u>~0</u>,

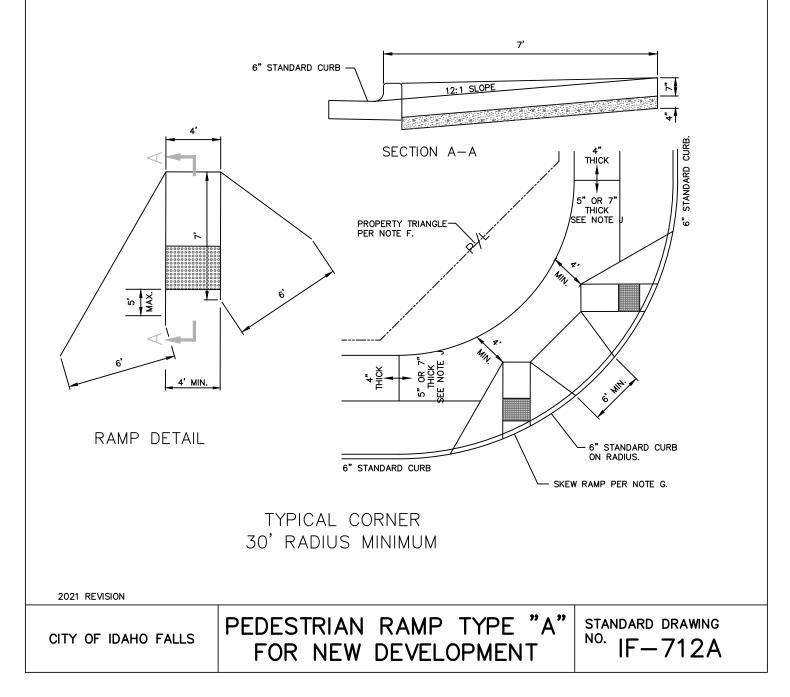
	7′	4'
STD	CURB	1.75% ± 0.25%
		<u>z zakona zako Narradzen zakona zako</u>
	SECTION A-A	
	SECTION A A N.T.S.	
NOTES: NOTES: APPROACH TO C	CONFORM TO THE LATEST A.D.A. STANDARDS.	0.25%
B INSTALL EXPANS CHANGES THICK	SION JOINT AT TIP OF APPROACH WINGS AND WHERE SIDEWALK NESS.	
C BASE TO BE A SECTION-802.	4" THICKNESS OF 3/4" MINUS CRUSHED AGGREGATE PER	
5" THICK FOR S FROM TIP OF WI IS SEPARATE FF	DAT WIDTHS SET BY POLICY AND APPLICATION. ALL CONCRETE TO BE SINGLE FAMILY RESIDENTIAL (7" THICK FOR ALL OTHER APPROACHES) ING TO TIP OF WING UP TO THE EXPANSION JOINT. WHEN SIDEWALK ROM CURB THE SIDEWALK IMMEDIATELY BEHIND THE APPROACH BE 5"THICK FOR SINGLE FAMILY RESIDENTIAL (7" THICK FOR ALL CHES.	
E SIDEWALK WIDTH		
	FOR URBAN APPROACHES SHALL INCLUDE THE APPROACH AREA, AND THE APPROACH FLARES/WINGS	
2021 REVISION		
CITY OF IDAHO FALLS	CONC. DRIVEWAY SIDEWALK AROUND APPROACH	standard drawing <sup>NO.</sup> IF-710A

6" STD	SECTION A-A NTS SECTION A-A NTS NTS NTS SECTION A-A NTS NTS NTS NTS NTS NTS NTS NTS	$\frac{1.75\% \pm 0.25\%}{1.75\% \pm 0.25\%}$
NOTES: (A) APPROACH TO COI	IFORM TO THE LATEST A.D.A. STANDARDS.	L 4" OFAL) (TYPICAL) (TYPICAL) STANDARD
CHANGES THICKNE	SS.	
SECTION-802.	THICKNESS OF 3/4" MINUS CRUSHED AGGREGATE PER	
5" THICK FOR SING FROM TIP OF WING IS SEPARATE FROM	WIDTHS SET BY POLICY AND APPLICATION. ALL CONCRETE TO BE SLE FAMILY RESIDENTIAL (7" THICK FOR ALL OTHER APPROACHES) TO TIP OF WING UP TO THE EXPANSION JOINT. WHEN SIDEWALK I CURB THE SIDEWALK IMMEDIATELY BEHIND THE APPROACH 5"THICK FOR SINGLE FAMILY RESIDENTIAL (7" THICK FOR ALL S.	
E SIDEWALK WIDTH N		
2022 REVISION		
CITY OF IDAHO FALLS	CONCRETE DRIVEWAY WITH RAMPED SIDEWALK	standard drawing <sup>NO.</sup> IF-710B



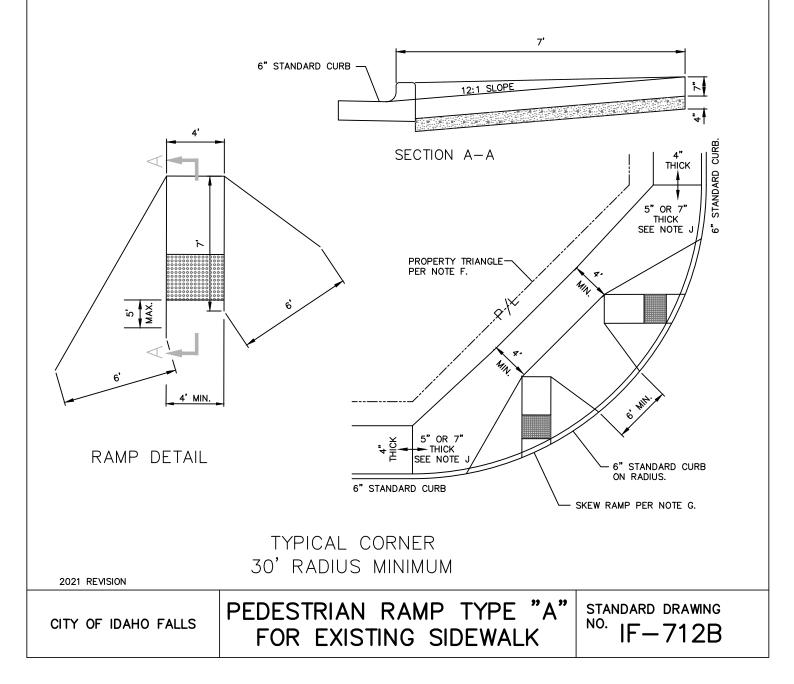
NOTES:

- (A) THIS TYPE OF RAMP TO BE USED FOR ALL CORNERS EXCEPT WHERE LOCAL STREETS MEET.
- (B) CURB ON THE RADIUS TO BE 6" STANDARD CURB FOR SHOWN DIMENSIONS.
- (C) ALL RAMP SURFACES TO BE 12 TO 1 SLOPE TO CONFORM TO ADA REQUIREMENTS.
- (D) THIS TYPE OF CORNER TO HAVE TWO RAMPS CENTERED IN RADIUS WITH 6' BETWEEN RAMP WING TIPS.
- (E) CORNER RADIUS IS 30' AS A MINIMUM WHEN ADJOINING ANY COLLECTOR OR ARTERIAL STREET. THE ENGINEER MAY REQUIRE LARGER RADIUS SIZES WHERE LARGER VEHICLE TURNING IS EXPECTED.
- (F) PROPERTY TRIANGLE SIZE TO BE EQUAL TO THE RADIUS SIZE AS A MINIMUM. THE ENGINEER MAY REQUIRE LARGER TRIANGLES TO ACCOMMODATE VARIOUS TRAFFIC EQUIPMENT AND UTILITIES.
- G THE RAMP THROAT WDTH TO BE 4 FEET MEASURED PERPENDICULAR TO THE 7 FOOT THROAT SIDE. THE RAMP THROAT DEPTH TO BE 7 FEET MEASURED FROM THE FACE OF THE CURB TO THE BACK OF THE APPROACH. THE 7 FOOT SIDE OF THE RAMP THROAT TO BE PARALLEL WITH THE EXPECTED PATH OF THE PEDESTRIAN AND NOT PERPENDICULAR TO THE CURB. FOR EXAMPLE: PARALLEL WITH THE CROSS WALK STRIPES OR STOP BAR.
- (H) THE RAMP WINGS TO BE 6 FEET MEASURED AT THE CURB FACE FOR 6" STANDARD CURB.
- (I) ALL RAMPS TO HAVE A 4 FOOT WIDE CONTINUOUS PATH BEHIND THEM FOR PEDESTRIANS.
- (J) ALL CONCRETE ADJOINING THE RADIUS WITHIN AND AROUND THE RAMPS TO BE 7 INCHES THICK ON ARTERIAL CORNERS AND 5 INCHES THICK ON ALL OTHER CORNERS WITH 4 INCHES OF 3/4 INCH AGGREGATE BASE.



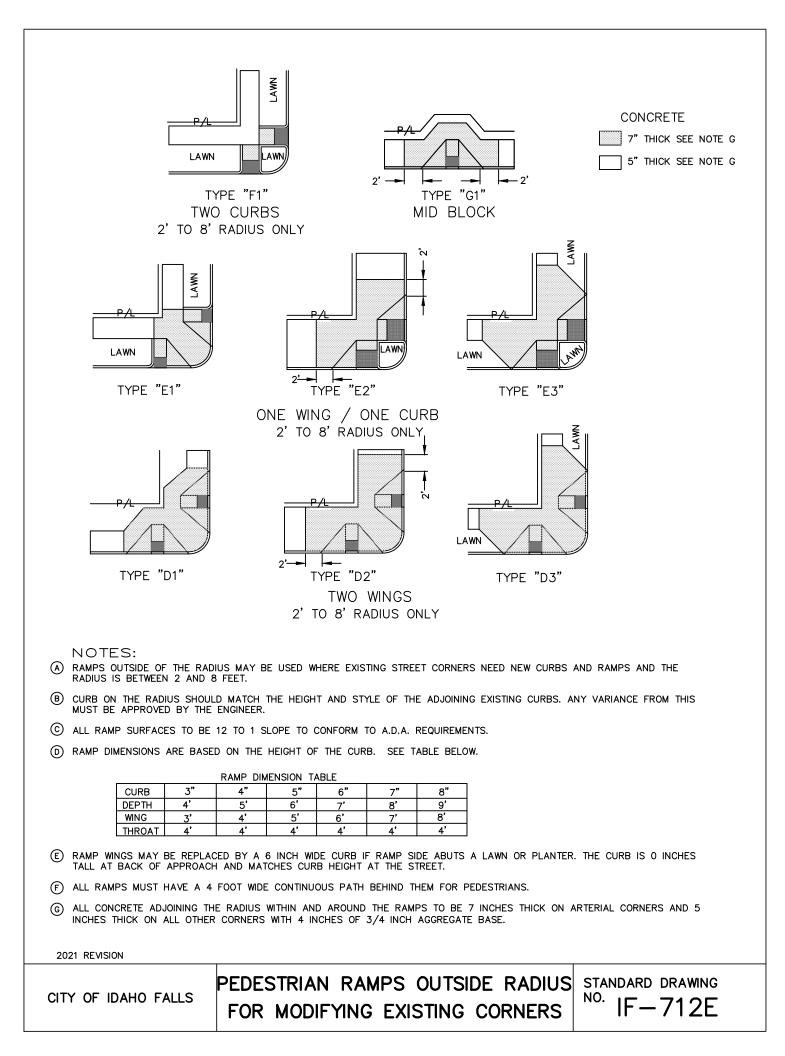
#### NOTES:

- (A) THIS TYPE OF RAMP TO BE USED FOR ALL CORNERS EXCEPT WHERE LOCAL STREETS MEET.
- (B) CURB ON THE RADIUS TO BE 6" STANDARD CURB FOR SHOWN DIMENSIONS.
- (C) ALL RAMP SURFACES TO BE 12 TO 1 SLOPE TO CONFORM TO ADA REQUIREMENTS.
- (D) THIS TYPE OF CORNER TO HAVE TWO RAMPS CENTERED IN RADIUS WITH 6' BETWEEN RAMP WING TIPS.
- (E) CORNER RADIUS IS 30' AS A MINIMUM WHEN ADJOINING ANY COLLECTOR OR ARTERIAL STREET. THE ENGINEER MAY REQUIRE LARGER RADIUS SIZES WHERE LARGER VEHICLE TURNING IS EXPECTED.
- (F) PROPERTY TRIANGLE SIZE TO BE EQUAL TO THE RADIUS SIZE AS A MINIMUM. THE ENGINEER MAY REQUIRE LARGER TRIANGLES TO ACCOMMODATE VARIOUS TRAFFIC EQUIPMENT AND UTILITIES.
- G THE RAMP THROAT WDTH TO BE 4 FEET MEASURED PERPENDICULAR TO THE 7 FOOT THROAT SIDE. THE RAMP THROAT DEPTH TO BE 7 FEET MEASURED FROM THE FACE OF THE CURB TO THE BACK OF THE APPROACH. THE 7 FOOT SIDE OF THE RAMP THROAT TO BE PARALLEL WITH THE EXPECTED PATH OF THE PEDESTRIAN AND NOT PERPENDICULAR TO THE CURB. FOR EXAMPLE: PARALLEL WITH THE CROSS WALK STRIPES OR STOP BAR.
- (H) THE RAMP WINGS TO BE 6 FEET MEASURED AT THE CURB FACE FOR 6" STANDARD CURB.
- (I) ALL RAMPS TO HAVE A 4 FOOT WIDE CONTINUOUS PATH BEHIND THEM FOR PEDESTRIANS.
- (J) ALL CONCRETE ADJOINING THE RADIUS WITHIN AND AROUND THE RAMPS TO BE 7 INCHES THICK ON ARTERIAL CORNERS AND 5 INCHES THICK ON ALL OTHER CORNERS WITH 4 INCHES OF 3/4 INCH AGGREGATE BASE.



	,		
	- 6" STANDARD CURB.		
	12:1 Slope		
	SEE NOTE (1)		
	RAMP SECTION		
SIDEWALK MAY BE NON-CONTINUOUS.	SIDEWALK IS NON-CONTINUOUS. SEE NOTE $\bigcirc$ 7' 4' 4' 12:1		
** 4' RADIUS			
6" STANDARD CURB.	6" STANDARD CURB. * THIS RADIUS MUST BE INCLUDED FOR RAMP TO BE CONSTRUCTED CORRECTLY.		
TYPE "C3" 15' RADIUS MINIMUM	TYPE "C4" 15' RADIUS MINIMUM		
TO TRADIOS MINIMOM	15 RADIOS MINIMOM		
NOTES: (A) THIS TYPE OF RAMP MAY BE USED FOR LARGE COMMERCIAL APPROACHES W APPROACH IS NOT REQUIRED. THESE ALSO MAY BE USED FOR ALLEY AND F A. THE SIDE WALK IS NOT REQUIRED TO CONTINUE AROUND THE RADIUS B. A SECOND RAMP IS NOT REQUIRED TO MOVE PEDESTRIANS ACROSS	PRIVATE STREET APPROACHES WHERE: S		
${f B}$ curb on the radius must be 6" standard curb for shown dimension	IS.		
$\bigcirc$ ALL RAMP SURFACES MUST CONFORM TO ADA REQUIREMENTS.			
① THIS TYPE OF CORNER MUST HAVE A SINGLE RAMP TURNED PARALLEL TO THE PRIMARY STREET.			
E CORNER RADIUS IS 15' AS A MINIMUM. THE DISTRICT MAY REQUIRED LARGER RADIUS SIZES WHERE LARGER VEHICLE	TURNING IS EXPECTED.		
(F) THE RAMP THROAT WIDTH MUST BE 4 FEET MEASURED PERPENDICULAR TO THE RAMP THROAT DEPTH MUST BE 7 FEET MEASURED FROM THE FACE OF THE 7 FOOT SIDE OF THE RAMP THROAT MUST BE PARALLEL WITH THE EXP PERPENDICULAR TO THE CURB FOR EXAMPLE: PARALLEL WITH THE CROSS W STREET CURB.	THE CURB TO THE BACK OF THE APPROACH. ECTED PATH OF THE PEDESTRIAN AND NOT		
Ithe RAMP WING MUST BE 6 FEET MEASURED AT THE CURB FACE FOR 6" S THE WING AWAY FROM THE ROAD IS ELIMINATED AND REPLACED WITH A WIN FACE OF THE STANDARD CURB AND 0 INCHES HIGH AT THE BACK OF THE RAMP.	IG SUBSTITUTE THAT IS 6 INCHES HIGH AT THE		
igoplus all ramps must have a minimum 4 foot X 4 foot landing behind the	M FOR PEDESTRIANS.		
ALL CONCRETE ADJOINING THE RADIUS WITHIN AND AROUND THE RAMPS SH AND 5 INCHES THICK ON ALL OTHER CORNERS WITH 4 INCHES OF 3/4 INCH			
$\bigcirc$ RAMP CROSS SLOPE TO BE 1.75% ± 0.25%. 2022 REVISION			
CITY OF IDAHO FALLS PEDESTRIAN RAMP FOR NEW DEVELO			

SEE NOTE F. PA PA PA PA PA PA PA PA PA PA
TYPE "A1"     TWO WINGS       10' RADIUS (MIN.)
NOTES: (A) THESE STYLES OF RAMPS MAY BE USED WHERE EXISTING STREET CORNERS NEED NEW CURBS AND RAMPS AND THE RADIUS IS 10 FOOT MIN. OR LARGER. (B) CURB ON THE RADIUS SHOULD MATCH THE HEIGHT AND STYLE OF THE ADJOINING EXISTING CURB ANY VARIANCE FROM THIS MUST BE ADDROVED BY THE OWNER
© RAMP DIMENSIONS ARE BASED ON THE HEIGHT OF THE CURB. SEE TABLE BELOW.
RAMP DIMENSION TABLE
CORB         S         4         S         6         7         8           DEPTH         4'         5'         6'         7'         8'         9'           WING         3'         4'         5'         6'         7'         8'         9'
THROAT 4' 4' 4' 4' 4'
(D) ALL RAMPS TO HAVE A 4 FOOT WIDE CONTINUOUS PATH BEHIND THEM FOR PEDESTRIANS.
(F) RAMP WINGS MAY BE REPLACED BY A 6 INCH WIDE CURB IF RAMP SIDE ABUTS A LAWN OR PLANTER. THE CURB IS 0 INCHES
TALL AT BACK OF APPROACH AND MATCHES CURB HEIGHT AT THE STREET.
5 INCHES THICK ON ALL OTHER CORNERS WITH 4 INCHES OF 3/4 INCH AGGREGATE BASE. 2021 REVISION
CITY OF IDAHO FALLS PEDESTRIAN RAMPS WITHIN RADIUS STANDARD DRAWING FOR MODIFYING EXISTING CORNERS IF-712D



# **CITY OF IDAHO FALLS**

# SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC

**DIVISION 800 – Aggregates and Asphalt** 

### CITY OF IDAHO FALLS SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC

#### Division 800 – Aggregates and Asphalt

#### Section 801 – Uncrushed Aggregates, Part 2.1 Description

#### Insert new Item E:

E. Material to be free of wood, weeds, limbs, leaves, trash, or other organic matter.

#### Section 801 – Uncrushed Aggregates, Part 2.2 Uncrushed Aggregate Gradation

#### Insert new Item I:

I. Drain rock installed within public rights-of-way must include fractured faces with a minimum average of two fractured faces each.

#### Section 801 — Uncrushed Aggregates, Part 4.1 Measurement and Payment

Add new Items C, D, and E:

- C. Uncrushed Drain Rock 3 inches: By the cubic yard measured on a compacted in place basis.
  - 1. Bid Schedule Payment Reference: 801.4.1.C.1.
  - 2. Bid Schedule Description: Uncrushed Drain Rock 3 inches...Cubic yard (CY).
- D. Sand: By the cubic yard measured on a compacted in place basis.
  - 1. Bid Schedule Payment Reference: 801.4.1.D.1.
  - 2. Bid Schedule Description: Sand...Cubic yard (CY).
- E. Filter Sand: By the cubic yard measured on a compacted in place basis.
  - 1. Bid Schedule Payment Reference: 801.4.1.E.1.
  - 2. Bid Schedule Description: Filter Sand...Cubic yard (CY).

#### Section 805 – Asphalt Part 2.2

### Delete Item D and Insert new Item D:

	Liquid Asphalts	s Rubberized				
Property	RC 3000R	RC-800R	Test Method			
Flash point, T.O.C., °F	80 Min.	80 Min.	ASTM D 1310			
Visc. @ 140°F, cst	3000-6000	800-1600	ASTM D 2170			
Distillation: 30 in Hg % of Total Dist. To 680°F			ASTM D 402			
To 437°F	15 Min.					
500°F	25 Min.	45Min.				
600°F	70 Min.	75 Min.				
Res., Vol. % by Difference	80 Min.	75 Min.				
	Test on Rubberize	ed Base Asphalt				
Viscosity @ 140°F Poise	1600-2400	1600-2400	ASTM D 2171			
Duct @ 77°F (5 cm/min) cm	150 Min.	150 Min.	ASTM D 113			
Duct @ 39°F (5cm/min) cm	35 Min.	35 Min.	ASTM D 113			
Toughness, inch-pounds	75 Min.	75 Min.	*			
Tenacity, inch-pounds	50 Min.	50Min.	*			
Scott Tester, inch	-pounds @77°F, tv	ughness and Tenacity, venty (20) inches per n th (7/8) inch diameter	•			

Sampling - Rubberized Base Asphalt samples taken at point of manufacture of the liquid asphalt shall be the material tested for compliance of Rubberized Base Asphalt. Liquid asphalt samples taken at point of delivery will be tested for compliance of properties other than rubberized base asphalt requirements.

### Section 806 – Asphalt Tack Coat, Part 2.1 Description

**Delete** Item A and **Insert** new Item A:

- A. Asphalt Grade SS-1 Emulsified Asphalt.
  - 1. Engineer may change grade one step with no change in unit price.
  - 2. Asphalt will be accepted at point of delivery.

### Section 808 – Seal Coat, Part 3.1 Construction Limitations

### Add Item B.5:

5. Crack Seal: Deery 102: 80°F and rising. Apply as per product data sheet.

### Add Item J:

Conduct all traffic control activities in accordance with the Manual on Uniform Л. Traffic Control Devices (MUTCD). Maintain traffic control during and after the seal coating of streets until the chips are completely cleaned up, the newly seal coated surfaces fog coated and the project accepted by the Engineer. Give special consideration to warning motorists, motorcyclists, and other roadway users to the dangers posed by loose gravel on the roadway. Provide access during business hours on all streets with a single business entrance on a street to be seal coated, unless written permission is obtained from the business allowing closure of the entrance. Close other streets, as allowed by the Engineer, during the seal coat operation except where there is only one access available; however, provide a detour plan in accordance with the MUTCD for any closure to the Engineer for his approval 24 hours prior to the closure. Provide notice of the closures and the detour to the various agencies and news media as required. Prior to the start of any work, provide the City with a "Work Schedule" detailing each phase of the work, the dates scheduled, and the work crew used.

### Section 808 – Seal Coat, Part 3.3 Applying Asphalt

**Delete** Item E and **Insert** new Item E:

E. Unless otherwise directed, use forty-five hundredths (0.45) plus or minus five hundredths (0.05) of a gallon per square yard of CRS-2R, with the exact application rate determined by the Engineer.

### Section 808 – Seal Coat, Part 3.4 Application of Cover Coat Material

**Delete** Item J and **Insert** new Item J:

J. Remove all excess cover coat material from the entire surface width of all streets sealed and from all lawns, sidewalks, driveways, utility strips, etc.

### Section 808 – Seal Coat, Part 3.4 Application of Cover Coat Material

### Add new Item Q:

Q. Within 24 hours of when excess cover coat material has been removed, apply fog coat in conformance with Section 813 Fog Coat.

### Section 808 – Seal Coat, Part 4 Measurement and Payment

Add the following to Item 4.1:

Fog Coat is incidental to Seal Coat.

Section 813 – Fog Coat, Part 3.2 Application of Fog Coat

**Delete** Item D **Add** new Item D:

D. Unless otherwise specified, apply CSS-1h at the rate of one-tenth (0.1) plus or minus four hundredths (±0.04) of a gallon per square yard of diluted emulsified asphalt. Dilute asphalt to equal parts of asphalt and potable water.

### Division 800 – Aggregates and Asphalt – Standard Drawings

Delete the following Standard Drawings:

Delete SD-801 Delete SD-802 Delete SD-803 Delete SD-804 Delete SD-805 Delete SD-806 Delete SD-807

# **CITY OF IDAHO FALLS**

## SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC

## **DIVISION 1100 - TRAFFIC**

### CITY OF IDAHO FALLS SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC

### Division 1100 – Traffic

### Section 1101 — Traffic Signal and Appurtenances, Part 2 Products

### Add new Section 2.1:

- 2.1 MATERIALS
  - A. Signal Cabinet: TS-2, Type 1, NEMA 'P'.
  - B. Controller: Econolite Cobalt ATC.
  - C. Service Pedestal: Type 3 underground 100 amp. Meyers, Milbank, Tesco or approved equal.
  - D. Battery Backup System: UPS unit with batteries and enclosure. Tesco, Alpha Technologies, or approved equal.
  - E. Signal Pole: Valmont or approved equal.
  - F. Combination Signal and Luminaire Pole: Valmont or approved equal.
  - G. Light Pole: Davit style (6' 3" curvature radius), Galvanized steel.
  - H. Pedestrian Signal Pole: 4" SCH 40 A-53 galvanized steel pipe with Pelco pedestal base.
  - I. Luminaire: 120W LED. Lumec or approved equal.
  - J. Photoelectric Control: 240V, mounted in service pedestal. Intermatic, GE, Fisher-Pierce or approved equal.
  - K. Junction Box: Polymer concrete composite with traffic rated cover. Quazite, Carson Ind., Armorcas, or approved equal.
  - L. Vehicle Signal Head: Three- and four-section vertical. Peek, Siemens ITS, McCain or approved equal.

- 1. 12" polycarbonate.
- 2. 5" black backplate with yellow 2" 3M diamond grade retroreflective border.
- 3. 12" olive green tunnel visors.
- M. Vehicle Signal Modules: 12" LED with quick disconnect leads, smooth lens surface, 120 VAC. Gelcor, Leotek, Dialight or approved equal.
- N. Pedestrian Signal Head: 16" LED, countdown timer with housing. IDC with Dialight countdown module or approved equal.
- O. Signal Head Mounting Bracket
  - 1. Pelco or approved equal for three-section and four-section for vehicle signal mast arm mounting.
  - 2. Econolite, McCain, or approved equal for three-section and foursection for vehicle signal side of pole terminal compartment mounting.
  - 3. Econolite, McCain, or approved equal for pedestrian signal head side of pole terminal compartment mounting.
- P. Pedestrian Push Button Assembly

Section 1101 — Traffic Signals and Appurtenances, Part 3.2 Loop Installation

Delete Items C, D, E, F, G, H, I, J, K, L, N, O, R, and S and insert new Items C and D:

- C. Splice using waterproof 3M brand scotch cast or approved equal. Inline resin splice kits only.
- D. Saw cut loop installation not allowed.

### Section 1101 — Traffic Signals and Appurtenances, Part 4 Measurement and Payment

Add new Item B:

B. Traffic Signal: By the lump sum for all work included in the Contract Documents or specified herein. Work to include the sum total of all items for a complete system to be furnished, installed, and tested, including full compensation for all costs involved in furnishing all labor, materials, and equipment necessary or

incidental to the construction of a complete new signal system as shown in the Contract Documents. Work to include saw cutting, excavation, backfilling, concrete foundations, conduit, wiring, loops, controller and service cabinets, signal heads, signal poles, mast arms, emergency preemption devices, restoration of facilities destroyed or damaged during construction, and for making all required tests. All additional materials and labor not shown in the Contract Documents, or called for herein, and which are required to complete the specified system are incidental to the construction and included in the lump sum contract price.

- 1. Bid Schedule Payment Reference: 1101.4.1.B.1.
- 2. Bid Schedule Description: Pedestrian Hybrid Beacon...Each (EA).

### Section 1104 — Permanent Pavement Markings, Part 1.3 References

Delete Item B and insert new Item B:

B. Federal Specifications, TT-P- 1952-D, Type II High Build.

### Section 1104 — Permanent Pavement Markings, Part 2.3 Thermoplastic Pavement Markings

**Delete** Item A and B and **insert** new Item A and B:

- A. Reflective thermoplastic pavement markings material to be pre-formed with a minimum thickness of 125 mils.
- B. Heat fused permanent pre-formed thermoplastic pavement markings t to conform to the current American Association of State Highway and Transportation Officials (AASHTO) Standard M-249, with the exception of the relevant differences for the material being supplied in the pre-formed state. Use polymeric materials, pigments, binders and glass beads, factory produced as a product. The dimensions shall meet the requirements of the current Manual on Uniform Traffic Control Devices, as adopted by the State of Idaho.

### Section 1104 — Permanent Pavement Markings, Part 3.3 Paint Application

### Add New Item O and P:

- O. No additional payment for temporary striping, unless approved in advance by Engineer.
- P. Cycle length for striping to be 40 feet (10 foot stripe with a 30 foot gap).

### <u>Section 1104 — Permanent Pavement Markings, Part 3.4 Thermoplastic Pavement Marking</u> <u>Application</u>

Delete Item A and insert new Item A:

A. Properly clean and prepare surface. Completely remove any and all existing thermoplastic and paint to the approval of the Engineer.

### Section 1105 — Permanent Traffic Signing, Part 2.2 Signs

**Delete** Item D and **insert** new Item D:

D. All sign sheeting must meet ASTM D 4956-04 and the requirements of the MUTCD Retro reflectivity Levels regardless of compliance dates. As a minimum Type IV sheeting must be used for the following signs: Stop, Yield, Wrong Way, Do Not Enter, Black and Yellow warning signs, Fluorescent Yellow-Green school signs and Street Name signs. Remaining signs may be fabricated of Type I sheeting. Local agencies may require higher standards. Splicing of reflective sheeting will not be allowed on panels of less than 24 inches in length or width. One splice may be permitted on larger panels if any gaps are less than 0.04 inches in width and color matches.

### Section 1105 — Permanent Traffic Signing, Part 2 Materials

Add new Part 2.4 Rectangular Rapid Flash Beacon (RRFB):

- A. Rectangular Rapid Flash Beacon.
  - 1. Two rapidly and alternately flashing rectangular yellow indications having LED array based pulsing light sources, and designed, located, and operated with the detailed requirements specified on the plans.
  - 2. Complete assembly, consisting of beacon mounts (compatible to the sign post), indications, electrical components (wiring, solid-state circuit boards, etc.), two W11-2 signs, two W16-7p signs, mounting hardware, post, and post foundation.
  - 3. Activates by a push button. The RRFB is normally dark, initiates operation only upon pedestrian actuation, and ceases operation after a predetermined time limit (based on MUTCD procedures). When activated, the RRFB indications flash in a rapidly alternating "wig-wag" flashing sequence (left light on, then right light on).
  - 4. Indications have 70 to 80 periods of flashing per minute. Posts are 4" diameter round, compatible to the flasher system and have breakaway bases that are NCHRP 350 TL3 or MASH compliant.
  - 5. Assembly will be paired with an assembly on the opposite side of the street. Communication is provided between the two assemblies such that a

pedestrian activation at either assembly activates both RRFB assemblies simultaneously.

- 6. Equipped with a solar panel, battery, and all other equipment recommended by the RRFB manufacturer for solar operation.
- 7. Minimum size of approximately 5" wide x 2" high. The two RRFB indications align horizontally, with the longer dimension of the indication horizontal, and a minimum space between the two indications of approximately 7" measured from inside edge of one indication to inside edge of second indication. The outside edges of the two indications, including any housing, is not to protrude beyond the outside edges of the integral signage of the RRFB. The light intensity of the RRFB's indications meets the minimum specifications of the Society of Automotive Engineers (SAE) standard 1595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005. The pushbutton is capable of continuous operation over a temperature range of -30 degrees F to 165 degrees F (-34 degrees C to 74 degrees C).
- B. Control Cabinet.
  - 1. Provide airflow for internal components, screen vents on all to prevent insects and other foreign matter from entering.
  - 2. Include at least two tamper-resistant stainless steel hinges and a replaceable #2 traffic lock with keys.
  - 3. The cabinet includes a removable control panel to which all control circuit components either mount or connect.
  - 4. Utilize four 5/16"-18 stainless steel mounting studs that mate to a range of bracket options. To ensure a secure mount to the supporting post, two banding style brackets that fit poles with a 2-3/8" or larger diameter shall be included as standard equipment.
  - 5. All materials used in the construction or mounting of the control cabinet is either aluminum or stainless steel. Anti-vandal mounting is an option.
  - 6. Apply a UV resistant label to the exterior of the cabinet and include system specific information including model number, serial number, date of manufacture, as well as any applicable regulatory compliance information.
- C. Controller The Programmable Flash Controller is housed within the Control Cabinet and includes the following:
  - 1. Integrated constant-current LED drivers with a minimum of two-channel output for driving one or two units.
  - 2. Multiple levels of LED brightness through LED drive current control as determined by the phototransistor input.
  - 3. Utilize MUTCD compliant flash pattern
  - 4. Automatically adjust the LED drive current control to optimize brightness for the ambient lighting conditions.

- 5. LED drive outputs to reach the full output current as programmed within the duration of the 100ms on-time.
- 6. Integrated Real Time Clock (RTC) with on-board battery backup.
- 7. Capability of RS232 communication for programming with Windows-based software.
- 8. Minimum of two General Purpose Inputs and Outputs (GPIO).
- 9. Minimum of two General Purpose Inputs and Outputs (GPIO).
- 10. Internally housed in its own IP67 type enclosure.
- 11. Independently replaceable of other control panel components.
- 12. Monitor internal temperature.
- 13. Operate between the temperatures of -40° to +176°F (-40° to +80°C).
- D. Sign.
  - 1. Type W11-2 Florescent Green with an arrow.
  - Conform to 2009 Federal Highway Administration's MUTCD section 2A.07 on retro reflectivity and illumination. Each sign has eight Daylight-Visible LEDs (amber) that are embedded individually into 1" diameter holes around the perimeter of the sign and be ultrasonically welded to the sign assembly to provide maximum strength and rigidity.
  - 3. Sign blank material is a minimum of 0.080" thick aluminum.
  - 4. Consists of reflective fluorescent yellow-green or fluorescent yellow or white sheeting, as required, for an MUTCD compliant sign, applied to the sign blank with a Protective Overlay film to provide an additional layer of graffiti protection.
  - 5. Specified quantity of high power, 1-watt LEDs.
  - 6. LED sealed within a 7/8" diameter, heat-dissipating plastic enclosure to provide resistance to weather and vibration.
  - 7. LEDs wired in strings to activate simultaneously per MUTCD standards.
  - 8. LEDs wired in parallel electrically so that remaining LEDs continue to flash in the event of the failure of any individual LED.
  - 9. Encapsulate Wiring between LEDs inside aluminum extrusions secured to the back of each sign assembly, to provide weather resistance and protection.
  - 10. Adequate holes for mounting to a pole or post.
  - 11. Apply UV-resistant label(s) to the back of each sign assembly. Include specific information such as the manufacturer, manufacturer phone number, model number, serial number, date of manufacture and any applicable regulatory compliance information.
- E. Solar Charge Controller.
  - 1. Utilize an intelligent 4-stage algorithm and Pulse Width Modulation (PWM)

for battery charging.

- 2. Automatically provide Low Voltage Disconnect (LVD) to protect batteries when needed.
- 3. Automatically provide Load-Reconnection once battery levels have been restored to an acceptable value.
- 4. Protect against and automatically recover from: short circuit, overload, reverse polarity, high temperature, lightning and transient surge, as well as voltage spikes.
- 5. Independently replaceable of other control panel components.
- 6. Operate from -40° to +140°F (-40° to +60°C).LED
- F. Battery Power.
  - 1. Housed inside the Control Cabinet.
  - 2. Nominal output voltage of 12 VDC and a capacity of 48Ah.
  - 3. Rechargeable type Gelled-Electrolyte.
  - 4. Sealed and spill-proof.
  - 5. Battery replaceable independently of other components.
  - 6. Fused for short circuit protection.
- G. Solar Power (55W)
  - 1. Constructed of an anodized aluminum frame, high-transmission 1/8" tempered glass, with silicon cells encapsulated in double-layer EVA, and with a white polymer backing.
  - 2. Affixed to an aluminum plate and pole top bracket at a fixed angle of 45° to provide maximum insolation exposure.
  - 3. Post top mounting system provides 360° of rotational direction adjustment and upon installation, must be oriented with the collector facing South.
  - 4. Operate at 12VDC nominal with a maximum output rating of 55 watts.
  - 5. The solar panel specifications:
    - a. Minimum Overall Size: 625 square inches
    - b. Maximum power voltage: 18.18 VDC
    - c. Maximum power current: 3.1 A
    - d. Operate from -40° to +194°F (-40° to +90°C)
  - 6. Connectors dust proof and water proof.
  - 7. Fasteners anti-vandal pin-type set screws, provide wrench.

- H. 900 MHz FHSS Wireless Transceiver.
  - 1. Seamlessly integrate with the controller to ensure sequential activation of other radio-equipped devices in the system.
  - 2. Include an integrated LCD and two user-interface buttons for setup and troubleshooting, including readouts of flash duration (timeout), battery conditions, and LED testing functionality.
  - 3. Include two LED indicators for status and troubleshooting.
  - 4. Shall be capable of operating as a Parent (Gateway) or Child (Node or Repeater).
  - 5. Capable of providing site-survey data for verification of signal strength between network devices.
  - 6. Include network-wide modification of sign controller settings and output durations, using programmability from any networked transceiver without the use of additional equipment or software.
  - Synchronize the system components to activate the indications within 120msec of one other and remain synchronized throughout the duration of the flash (timeout) cycle.
  - 8. Operate on the license-free ISM band.
  - 9. Operate from 3.3VDC to 15VDC.

10. In the event of failure, replaceable independently of other components.

- I. Pole Shaft.
  - 1. 13' 15' length standard specified outer diameter aluminum pedestal pole.
  - 2. Supply with one end threaded for easy installation into a pedestal base.
- J. Pole Pedestal Base.
  - 1. TP-358 cast aluminum that mounts on a concrete foundation attached by four internal anchor bolts imbedded in the foundation.
  - 2. Include a large 8.5" square hand hole cover allowing access to the interior.
- K. Warning Static Sign.
  - 1. Each static sign face shall be constructed on a 0.080" thick 5052-H32 aluminum and screened onto 3MTM Diamond Grade TM DG3 Reflective sheeting of specified color.
  - 2. MUTCD compliant sign legend, as dictated by the requirements.
  - 3. Two holes for mounting to a post or pole.
  - 4. Include pole mounting hardware.

### Section 1105 — Permanent Traffic Signing, Part 3.1 Sign Installation

Add new Item C Rectangular Rapid Flash Beacon (RRFB):

- C. Rectangular Rapid Flash Beacon (RRFB).
  - Install in accordance with the manufacturer's recommendations and as shown on the plans. Pole mounting requirements per MUTCD guidelines. Foundations shall be in compliance with City standards for sign posts as applicable. Complete assembly, consisting of beacon mounts (compatible to the sign post), indications, electrical components (wiring, solid-state circuit boards, etc.), two W11-2 signs, two W16-7p signs, mounting hardware, post, and post foundation.
  - Each Sign to be supplied with all required hardware to install assembly. Include the crossing warning sign and the supplemental downward diagonal arrow plaque. Provide an ITD 851 and 914 form for all materials incorporated in this work. Indications have 70 to 80 periods of flashing per minute. Posts are 4" diameter round, compatible to the flasher system and have breakaway bases that are NCHRP 350 TL3 or MASH compliant.
  - 3. Include a three-year Manufacturer warranty, unconditional warranty against all defects in material and workmanship.

### Section 1105 – Permanent Traffic Signing 4.1 Measurement and Payment

Add new Items E, F and G:

- E. Install Traffic Sign: Per each including post, anchor, sign face and incidentals. Includes full compensation for materials, labor and equipment necessary for completing the work and all appurtenances not itemized on the Bid Schedule.
  - 1. Bid Schedule Payment Reference: 1105.4.1.E.1.
  - 2. Bid Schedule Description: Install Traffic Sign, Type \_\_\_\_\_...Each (EA).
- F. Remove and Replace Traffic Sign: Per each including post, anchor, and sign face. Includes full compensation for materials, labor and equipment necessary for completing the work and all appurtenances not itemized on the Bid Schedule.
  - 1. Bid Schedule Payment Reference: 1105.4.1.F.1.
  - 2. Bid Schedule Description: Remove and Replace Traffic Sign, Type \_\_\_\_\_...Each (EA).
- G. Rectangular Rapid Flash Beacon (RRFB): Per each and includes full compensation for materials, labor and equipment necessary for completing the work and all appurtenances not itemized on the Bid Schedule.

- 1. Bid Schedule Payment Reference: 1105.4.1.G.1.
- 2. Bid Schedule Description: Rectangular Rapid Flash Beacon (RRFB)...Each (EA).

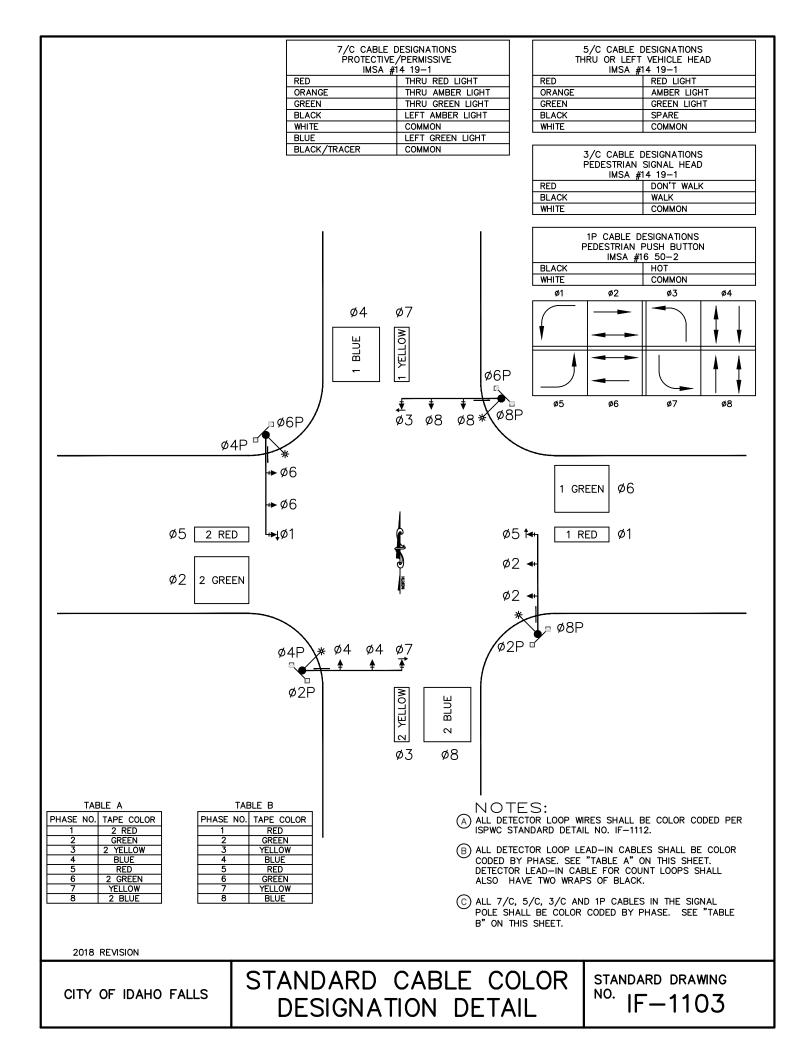
### Division 1100 – Traffic – Standard Drawings

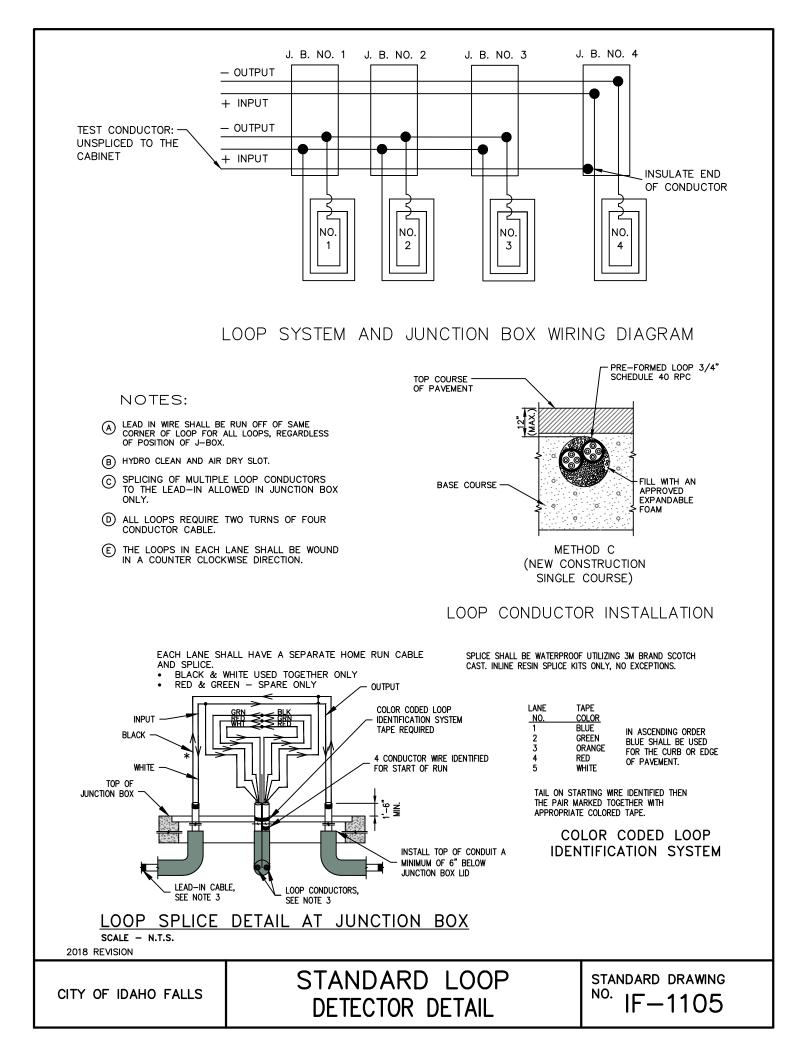
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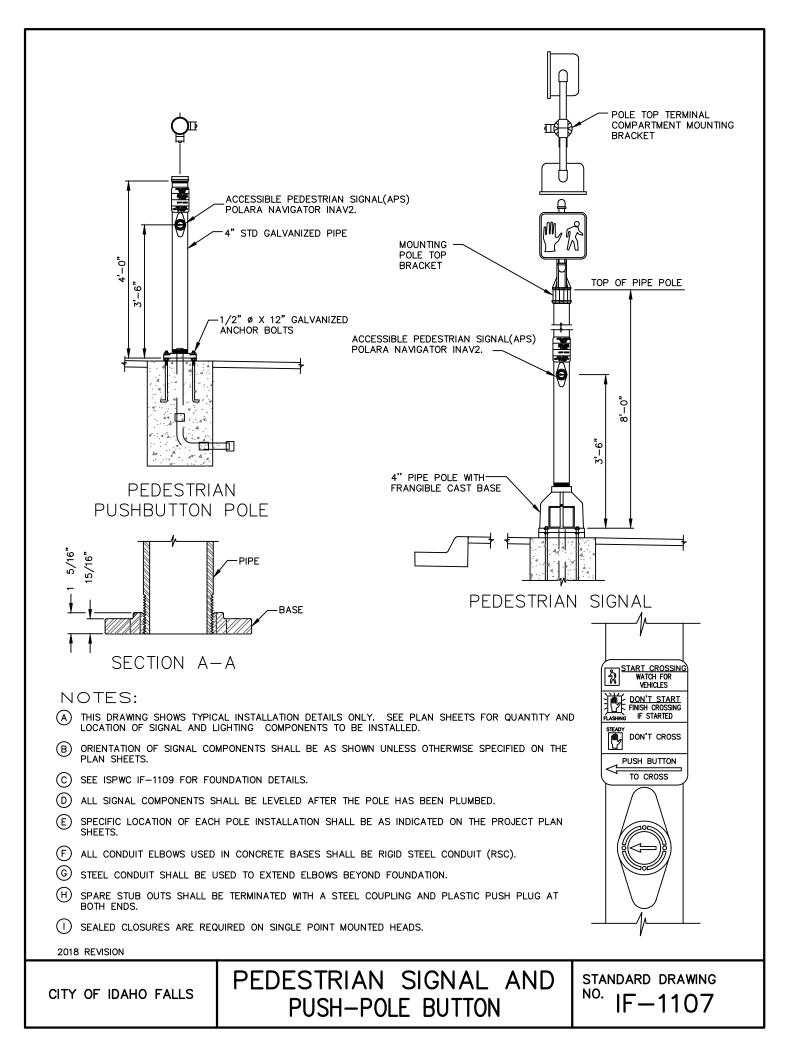
Delete SD-1102 Delete SD-1103 Delete SD-1105 Delete SD-1106 Delete SD-1107 Delete SD-1108 Delete SD-1109 Delete SD-1110 Delete SD-1112 Delete SD-1113 Delete SD-1114 Delete SD-1115 Delete SD-1116 Delete SD-1118 Delete SD-1119 Delete SD-1122 Delete SD-1125 Delete SD-1126 Delete SD-1127 Delete SD-1131 Delete SD-1132

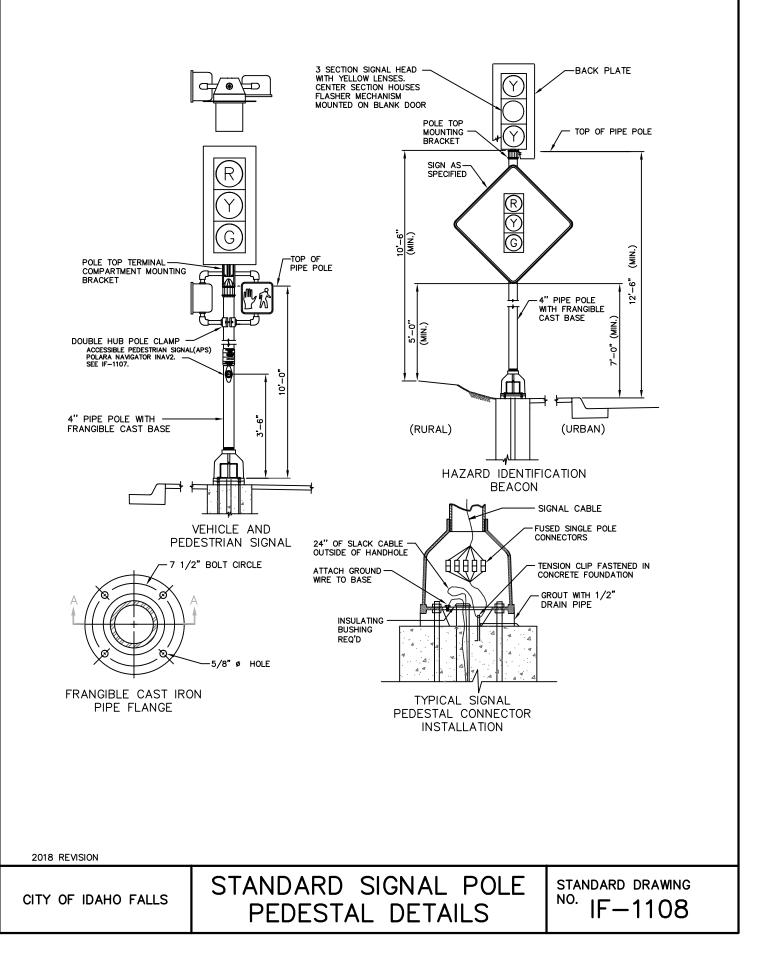
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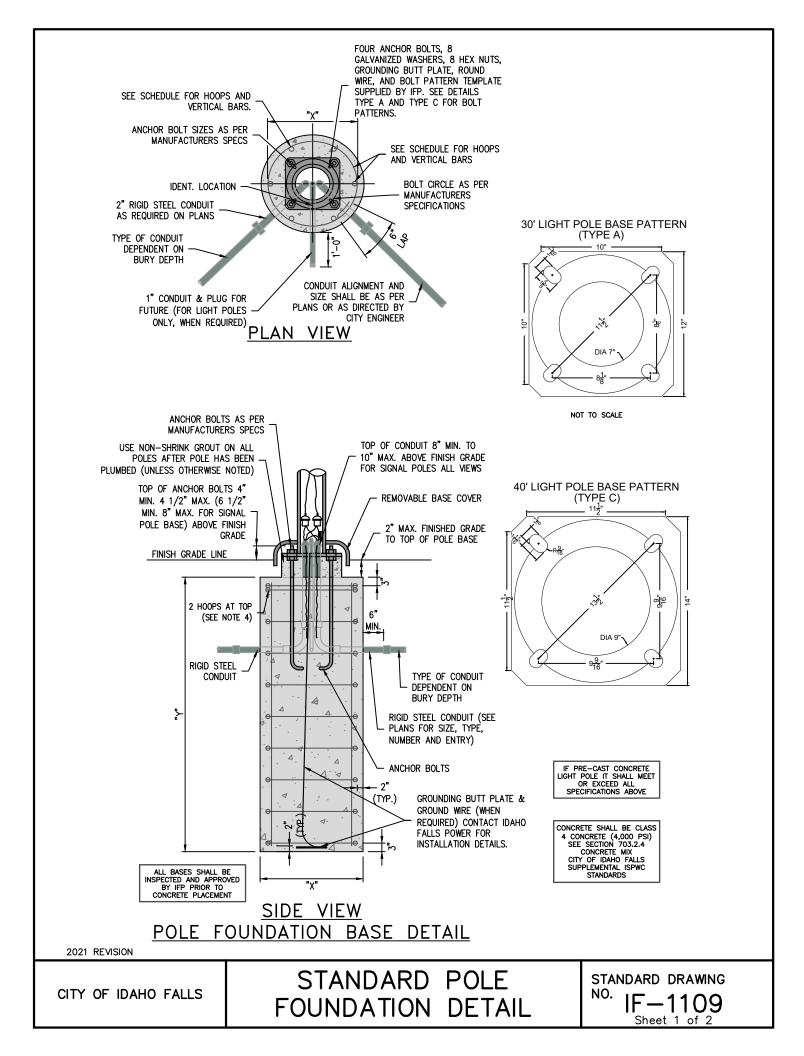
Add IF-1103 Add IF-1105 Add IF-1107 Add IF-1108 Add IF-1109 (2 Sheets) Add IF-1110 Add IF-1112 Add IF-1113 Add IF-1114 Add IF-1114 Add IF-1115 Add IF-1132A Add IF-1132B Add IF-1132C











POLE FOUNDATION SCHEDULE												
POLE TYPE	MT.HT. MASTARM LENGTH		FOUNDATION TYPE	х	Y	HOC NO.SIZE						CU. YDS. CONCRETE
PEDESTRIAN SIGNAL POLE	10'	10' –		2'-0''	5'-0"	4	#4	23'-0"	6	#4	28'-0"	0.6
LIGHT POLE PEDESTRIAN SIGNAL POLE	30'	30' ALL		2'-0''	5'-0"	4	#4	23'-0"	6	#4	28'-0"	0.6
LIGHT POLE	40'	40' ALL		3'-0''	8'-0"	5	#4	44'-2"	8	#6	61'-4"	2.1
PED. PUSHBUTTON POLE	4'-0''	-	E	1'-6"	2'-6"	-	-	-	-	-	-	0.2
DUAL MASTARM SIGNAL POLE	-	– ALL		3'-0''	12'-0"	8	<b>#</b> 5	70'–8"	12	#6	140'	3.1
SIGNAL POLE	_	20' – 55'	F	3'-0"	12'-0"	8	<b>#</b> 5	70'–8"	12	#6	140'	3.1
SIGNAL POLE (SEE NOTE 2)	-	60' – 65'	G	3'-6"	14'-0"	9	<b>#</b> 5	78'–10"	12	#6	166'	3.7

TRAFFIC SIGNAL POLES ARE LIMITED TO A MAXIMUM 50' LUMINAIRE MOUNTING HEIGHT, A MAXIMUM 20' LUMINAIRE MAST ARM LENGTH, AND MAXIMUM SIGNAL MAST ARM LENGTHS LISTED IN THE "SIGNAL POLE SCHEDULE".

WHEN BEDROCK IS ENCOUNTERED ROCK MUST BE REMOVED AND POLE PLACED AS SHOWN BELOW.

SIGN	IAL POL	E SCHED	ULE						
VERTICAL POLE	SIGNA LEN								
CLASS	2 3	20' 25' 30' 35'							
CLASS 2	4 4	MAST							
CLASS 3	5 5								
CLASS 4 (SEE NOTE 3)	ARM 1 20' 25' 30' 35' 40' 45' 50' 55'	ARM 2 (MAX.) 55' 55' 45' 45' 45' 45' 30' 25'	DOUBLE MAST						

### NOTE:

STANDARD POLE

FOUNDATION DETAIL

- CONTACT THE CITY OF IDAHO FALLS ENGINEERING DEPT. IF SOIL IS CLAY, SANDY CLAY, SILTY CLAY, AND CLAYEY SILT OR IF SOIL IS ORGANIC CLAYS AND PEAT.
- 2. TRAFFIC SIGNAL POLES ARE LIMITED TO A MAXIMUM 50' LUMINAIRE MOUNTING HEIGHT, A MAXIMUM 20' LUMINAIRE MAST ARM LENGTH, AND MAXIMUM SIGNAL MAST ARM LENGTHS LISTED IN THE "SIGNAL POLE SCHEDULE".
- CONTRACTOR SHALL PROVIDE CUSTOM FOUNDATION DESIGN FOR TRAFFIC SIGNAL POLES THAT EXCEED LIMITATIONS IN NOTE 2. THE FOUNDATION SHALL BE DESIGNED AND SEALED BY A QUALIFIED ENGINEER CURRENTLY LICENSED TO PRACTICE ENGINEERING IN IDAHO.
- 4. USE 2 HOOPS AT TOP FOR FOUNDATION TYPE "G" ONLY.
- 5. REINFORCEMENT STEEL IN FOUNDATIONS SHALL BE GRADE 60.
- ALL BASES SHALL BE INSPECTED & APPROVED BY THE CITY ENGINEER PRIOR TO CONCRETE PLACEMENT.
- 7. USE MANUFACTURER'S STANDARD FOR ANCHOR BOLT INSTALLATION.
- 8. TRAFFIC SIGNAL POLES SHALL HAVE A GROUND CONNECTED TO THE POWER SOURCE LOCATION ONLY. MULTIPLE GROUNDS ARE ONLY ALLOWED ON STREET LIGHT POLES.
- ALL CONDUITS, ELBOWS & COUPLINGS WITHIN & PROTRUDING FROM THE FOUNDATION SHALL BE RIGID STEEL. THE REMAINING CONDUITS SHALL BE AS SHOWN ON THE PLANS.
- 10. GRADUAL SWEEP ELBOWS ONLY, PLUMBERS ELBOWS NOT ALLOWED.

STANDARD DRAWING

IF-1109

Sheet 2 of 2

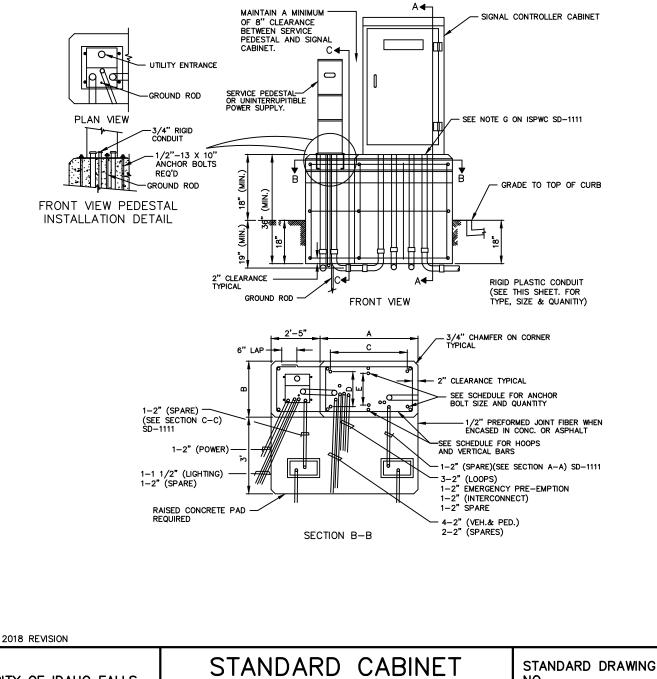
NO.

2021 REVISION

CITY OF IDAHO FALLS

FOUNDATION SCHEDULE														
CABINET ONLY														
CABINET TYPE	FOUNDATION TYPE	A	В	с	D	E	HOOPS NO. SIZE LIN. FT.			VE NO.	RTICAL SIZE	RODS	CU. YDS. FOUNDATION	CONC. PAD
	м	2'-9"	1'-8"	—	-	1'-0"	3	#4	24'0"	6	#4	13'0"	.5	.1
SIGNAL	Р	3'-11"	2'-5"	$3' - 4\frac{3''}{4}$	$1' - 6\frac{1''}{2}$	-	3	#4	35'6"	6	#4	13'0"	.9	.1

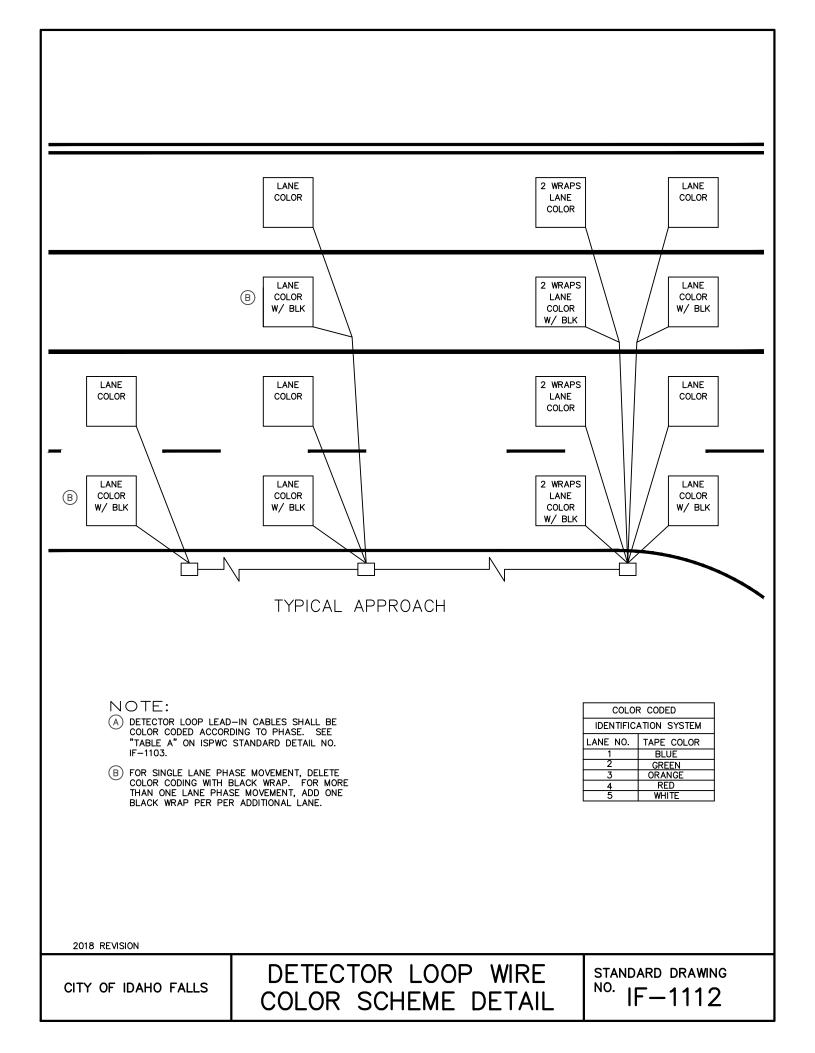
		F	DUNI	DATIO	N SCH	IEDULE (C	ONT.)	)									
	CABINET AND 1 SERVICE PEDESTALS CABINET AND 2 SERVICE PEDESTALS																
	HOOF	°S	VEF	TICAL	RODS	CU. YDS.	CONC.		HOOF	Ś	VEF	RTICAL	RODS	CU. YDS. (	CONC.	AN	ICHOR BOLT
NO.	SIZE	LIN. FT.	NO.	SIZE	LIN. FT.	FOUNDATION	PAD	NO.	SIZE	LIN. FT.	NO.	SIZE	LIN. FT.	FOUNDATION	PAD	QNTY.	SIZE
3	#4	38'6"	8	#4	17'4"	.8	.2	3	#4	53'0"	10	#4	21'8"	1.1	.3	2	1/2 X 12"X 3"
3	#4	50'0"	8	#4	17'4"	1.4	.2	3	#4	64'6"	10	#4	21'8"	1.9	.3	4	₹ X 18"X 4"



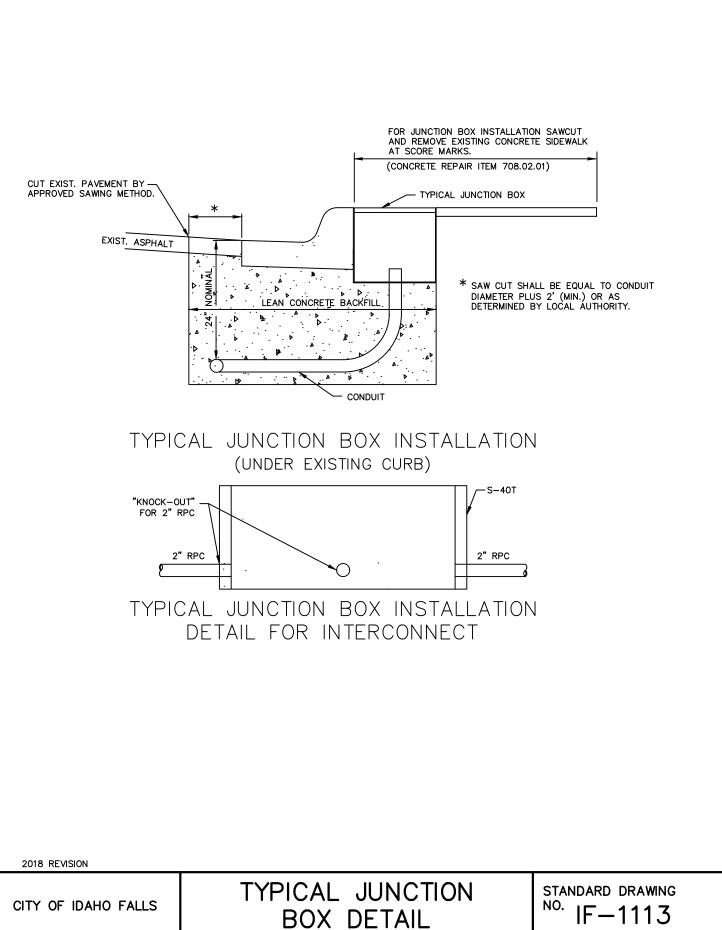
FOUNDATION - DETAIL A

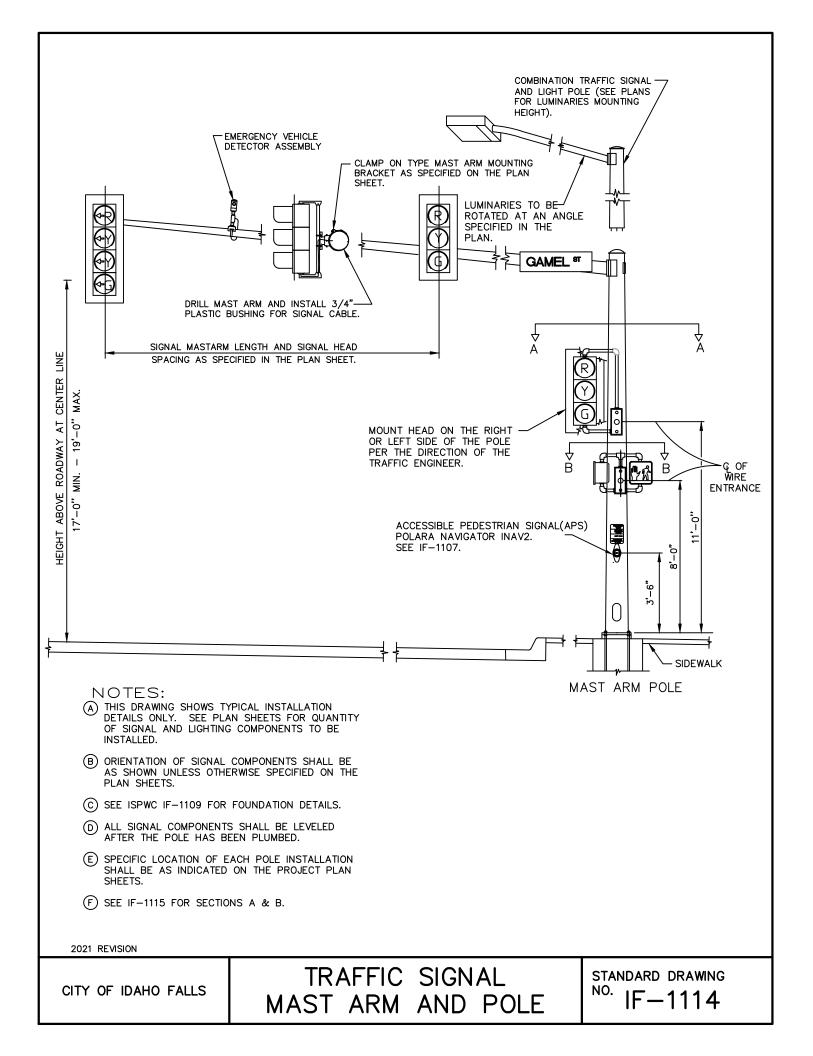
<sup>NO.</sup> IF-1110

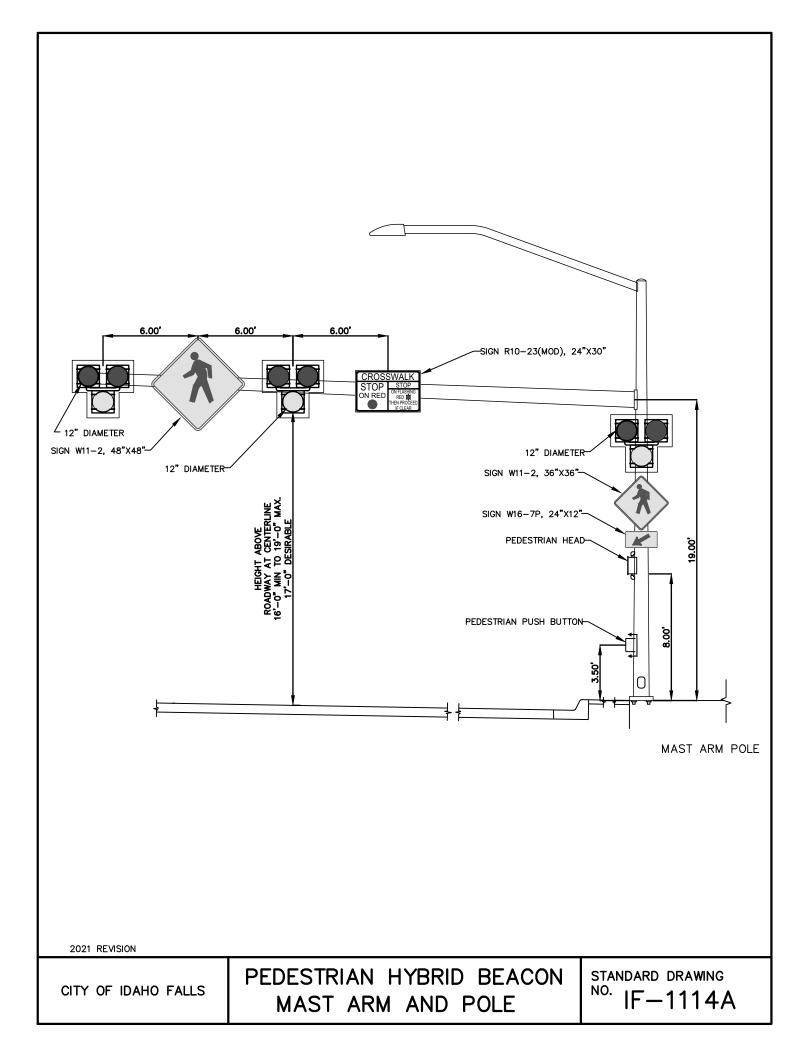
CITY OF IDAHO FALLS

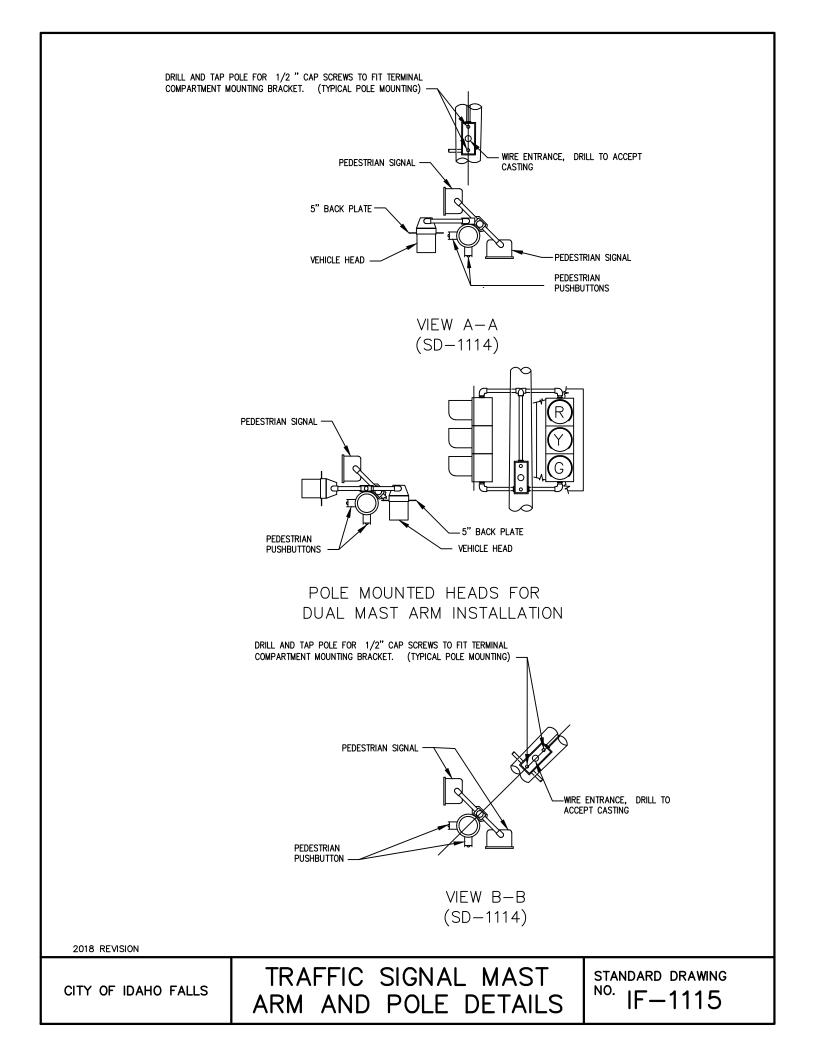


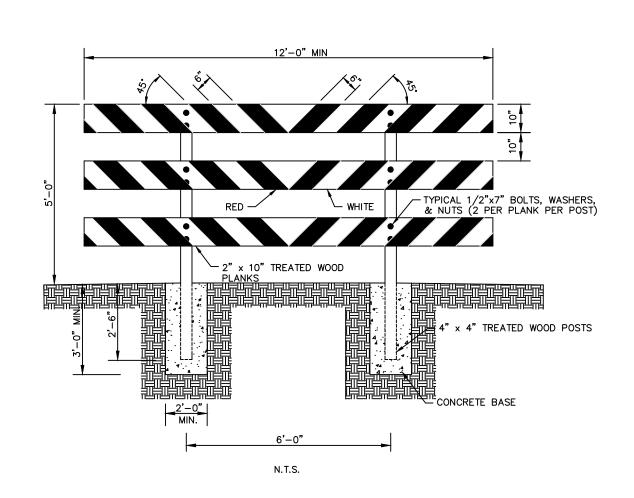
# BOX DETAIL











#### NOTES:

- (A) The above barricade shall be furnished and installed by the contractor where called for on the plans.
- (B) MARKINGS FOR BARRICADE RAILS SHALL BE RED AND WHITE STRIPES (SLOPING DOWNWARD AT AN ANGLE OF 45" IN THE DIRECTION TRAFFIC IS TO PASS).
- C WHERE BARRICADE EXTENDS ENTIRELY ACROSS ROADWAY, IT IS DESIRABLE THAT THE STRIPES SLOPE DOWNWARD IN THE DIRECTION WHICH TRAFFIC MUST TURN IN DETOURING. WHERE BOTH RIGHT AND LEFT TURNS ARE PROVIDED FOR, THE CHEVRON STRIPPING MAY SLOPE DOWNWARD IN BOTH DIRECTIONS FROM THE CENTER OF THE BARRICADE.
- D THE ENTIRE AREA OF RED AND WHITE STRIPES SHALL BE REFLECTORIZED SO AS TO BE VISIBLE UNDER NORMAL ATMOSPHERIC CONDITIONS FROM A MINIMUM DISTANCE OF 1,000 FEET WHEN ILLUMINATED BY THE LOW BEAMS OF STANDARD AUTOMOBILE HEADLIGHTS.
- (E) FREE STANDING BARRICADES SHALL BE BUILT SIMILAR, BUT 4"x4" POSTS SHALL BE 5'−0" LONG AND SHALL HAVE 2" x 6" x 4'−0" LONG SUPPORTS SET 90" TO AND CENTERED ON POST FOR SUPPORT AND ATTACHED WITH 2−1/2"x7" BOLTS WITH WASHERS AND NUTS.

TYPE III BARRICADE

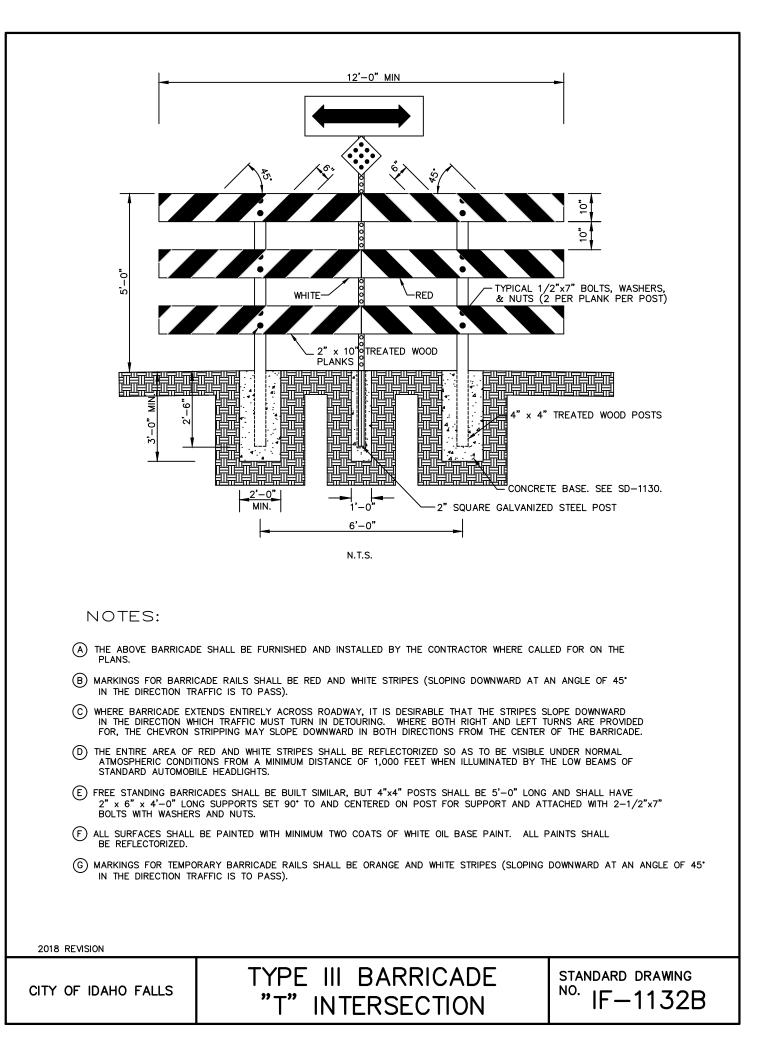
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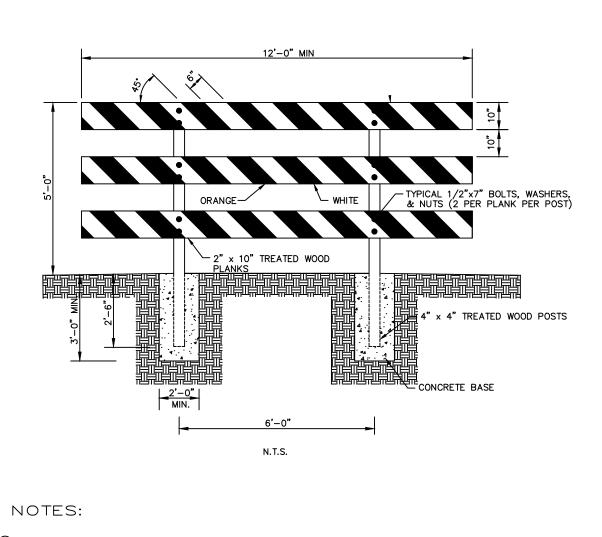
NO. IF-1132A

- (F) ALL SURFACES SHALL BE PAINTED WITH MINIMUM TWO COATS OF WHITE OIL BASE PAINT. ALL PAINTS SHALL BE REFLECTORIZED.
- (G) MARKINGS FOR TEMPORARY BARRICADE RAILS SHALL BE ORANGE AND WHITE STRIPES. SHALL BE REFLECTORIZED SO AS TO BE VISIBLE UNDER NORMAL ATMOSPHERIC CONDITIONS FROM A MINIMUM DISTANCE OF 1,000 FEET WHEN ILLUMINATED BY THE LOW BEAMS OF STANDARD AUTOMOBILE HEADLIGHTS.

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CITY OF IDAHO FALLS





- (A) THE ABOVE BARRICADE SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR WHERE CALLED FOR ON THE PLANS.
- (B) MARKINGS FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE STRIPES (SLOPING DOWNWARD AT AN ANGLE OF 45" IN THE DIRECTION TRAFFIC IS TO PASS).
- C WHERE BARRICADE EXTENDS ENTIRELY ACROSS ROADWAY, IT IS DESIRABLE THAT THE STRIPES SLOPE DOWNWARD IN THE DIRECTION WHICH TRAFFIC MUST TURN IN DETOURING. WHERE BOTH RIGHT AND LEFT TURNS ARE PROVIDED FOR, THE CHEVRON STRIPPING MAY SLOPE DOWNWARD IN BOTH DIRECTIONS FROM THE CENTER OF THE BARRICADE.
- (D) THE ENTIRE AREA OF RED AND WHITE STRIPES SHALL BE REFLECTORIZED SO AS TO BE VISIBLE UNDER NORMAL ATMOSPHERIC CONDITIONS FROM A MINIMUM DISTANCE OF 1,000 FEET WHEN ILLUMINATED BY THE LOW BEAMS OF STANDARD AUTOMOBILE HEADLIGHTS.
- (E) FREE STANDING BARRICADES SHALL BE BUILT SIMILAR, BUT 4"x4" POSTS SHALL BE 5'-0" LONG AND SHALL HAVE 2" x 6" x 4'-0" LONG SUPPORTS SET 90' TO AND CENTERED ON POST FOR SUPPORT AND ATTACHED WITH 2-1/2"x7" BOLTS WITH WASHERS AND NUTS.
- (F) ALL SURFACES SHALL BE PAINTED WITH MINIMUM TWO COATS OF WHITE OIL BASE PAINT. ALL PAINTS SHALL BE REFLECTORIZED..

2018 REVISION

### TYPE III BARRICADE SIDE OF ROADWAY

standard drawing No. IF-1132C

CITY OF IDAHO FALLS

# **CITY OF IDAHO FALLS**

## SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC

**DIVISION 2000 – Miscellaneous** 

### CITY OF IDAHO FALLS SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC

### Division 2000 – Miscellaneous

### Section 2020 – Survey Monuments Part 2.1 General

### Delete items A, B, F and insert new Item A, B, F:

- A. Monuments to be of the quality, material, and dimensions shown on the Standard Drawing IF-2020A Standard Survey Monument Installation, the Contract Documents, and the Special Provisions.
- B. Cast Iron frames and covers over existing monuments to be of the quality, material, and dimensions shown on the Standard Drawing IF-2020B Valve Box for Existing Control Monuments, the Contract Documents and Special Provisions.
- F. Monuments per Section 50-1303 and or 54-1227 of the Idaho Code.

### Delete Item G.

### Section 2020 – Survey Monuments Part 3.1 Reference Points

### Add new item D:

D. All other monuments to be approved in writing by City Surveyor.

### Section 2020 – Survey Monuments Part 3 Workmanship

### Delete Parts 3.2, 3.3.

### Section 2020 – Survey Monuments Part 3.4 Standard Rebar Monument

### Add new Item A:

A. Install per Idaho Code and Drawing IF-2020A.

### Section 2020 – Survey Monuments Part 4.1 Measurement and Payment

### Delete A and B.

### Section 2030 — Utility Adjustments, Part 2 Materials

Insert new Item 2.1.B:

B. Grout: flowable fill per section 703.2.4.

### Section 2030 — Utility Adjustments, Part 3.1 Manholes, Storm Drains, and Valve Boxes

**Delete** Item F and **insert** new Item F:

F. Adjust manholes, storm drains, and valve boxes to final grade and place asphalt collar after paving is completed and before chip sealing. Manhole asphalt collar in conformance with IF-2030B. Valve box asphalt collar in conformance with IF-404A.

### Section 2030 — Utility Adjustments, Part 3 Workmanship

### Add new Part 3.5:

- 3.5. LOWER MANHOLE AND VALVE BOXES
  - A. Ahead of milling lower all conflicting manholes such that the manholes are below the milling depth. Schedule the lowering of the manholes in a manner that minimizes the time between the lowering and milling operations.
  - B. Ahead of milling lower all conflicting valve boxes such that the valve boxes are below the milling depth. Schedule the lowering of the valve boxes in a manner that minimizes the time between the lowering and milling operations.

### Section 2030 — Utility Adjustments, Part 4 Measurement and Payment

**Insert** new Items E, F and G:

- E. Lower Manhole: Measured by each manhole adjusted prior to milling operations.
  - 1. Bid Schedule Payment Reference: 2030.4.1.E.1.
  - 2. Bid Schedule Description: Lower Manhole...each (EA).
- F. Lower Valve Box: Measured by each valve box adjusted prior to milling operations.
  - 3. Bid Schedule Payment Reference: 2030.4.1.F.1.

- 4. Bid Schedule Description: Lower Valve Box...each (EA).
- G. Grout Pipe Size\_\_\_\_: By the linear foot for type and size of pipe measured along the horizontal centerline of the pipe. Work includes all labor, material and equipment required to grout pipe.
  - 1. Bid Schedule Payment Reference: 2030.4.1.G.1.
  - 2. Bid Schedule Description: Grout Pipe Size \_\_\_\_\_...linear foot (LF).

Section 2040 – Fencing 2.1.C Chain Link Fabric

Delete Item 1 and insert new Item 1, 2 and 3:

- Chain link fabric to be a 2-inch diamond mesh woven from coated wire minimum 9 gauge.
- 2. Fabric to have one selvage edge knuckled and one edge twisted and barbed. Fabric ASTM A 392, Class I.
- 3. Fence material to be heavily hot dip galvanized after fabrication and meet requirements and be in conformance with AASHTO M 181 and ASTM A 153.

### Section 2040 – Fencing 2.3 Posts

**Delete** Item C and **insert** new Item C:

C. Zinc-coated steel. See Standard Drawing IF-2040I.

### Section 2040 – Fencing Section 3.2 Construction Requirements

### Add new Item M, and N:

- M. Remove and Reset Fence
  - 1. Remove existing fence and reinstall the fence in its proposed location once all work has been completed that would allow the fence to be reset. Use all necessary care during fence removal to ensure that it can be reset at the location shown in the plans. After the required contract work is complete in the vicinity of the fence location, replace and restore the fence to its original condition using either existing materials or other new or used materials of equal type and condition of the original fence.
  - 2. During the interval between removal and resetting the fence, provide sufficient temporary fencing, as necessary.

### Section 2040 – Fencing 4.1 Measurement and Payment

### Add new Item D:

- D. Remove and Reset Fence, Type\_\_\_\_: per linear foot measured along the horizontal centerline of the fence through all braces and gates. Include full compensation for materials, labor and equipment necessary for completing the work and all appurtenances not itemized on the Bid Schedule.
  - 1. Bid Schedule Payment Reference: 2040.4.1.D.1.
  - 2. Bid Schedule Description: Remove & Reset Fence, Type \_\_\_\_\_...linear foot (LF).

### Section 2050 – Construction Geotextiles Part 1.1

Add new item F.

F. Landscape Geotextiles

Part 2 Materials

Add new part 2.6 LANDSCAPE GEOTEXTILE PROPERTY REQUIREMENTS:

A. Only geotextiles that are woven and meet the following requirements are acceptable:

Geotextile Property	Test Method	Minimum Average Roll Values (in either principle direction
Grab Tensile Strength - Ibs	ASTM D 4632	65
Grab Elongation (%)	ASTM D 4632	15
Trapezoidal Tear Strength - Ibs	ASTM D 4533	30
Puncture – Ibs	ASTM D 6241	300
Weight (oz/sy)	ASTM D 5261	5
Permittivity (sec <sup>-1)</sup>	ASTM D 4491	0.2
Ultravoilet (UV) Radiation Stability Retained (%)	ASTM D 4355	70% after 2500 hrs

Part 3.6 Installation

Add new item F. Landscape Application:

F. Landscape Installation

- 1. Place per manufacturer's specifications and in accordance with the Plans.
- 2. Overlap geotextile a minimum of 8" at all longitudinal and transverse joints.

### Part 4 Measurement and Payment

**Insert** new item E:

- E. Landscape Geotextile by the square yard measured to the nearest unit of surface area actually covered.
  - 1. Bid Schedule Payment Reference: 2050.4.1.E.1
  - 2. Bid Schedule Description: Landscape Geotextile...square yard (SY).

### Division 2000 – Miscellaneous

Add new Section 2052 Sprinkler System

SECTION 2052 — SPRINKLER SYSTEM

- PART 1 GENERAL
  - 1.1 SECTION INCLUDES
    - A. Sprinkler system materials and installation.
  - 1.2 RELATED SECTIONS
    - A. Section 901 Pressure Irrigation Pipe and Fittings.
  - 1.3 SUBMITTALS
    - A. Submit drawings for materials to be installed or furnished under this section.
    - B. Submit manufacturer's certification that pipe, valves, sprinkler and appurtenances meet or exceed specified requirements.
    - C. Submit manufacturer's installation instructions and maintain copy at the jobsite.

### 1.4 PROJECT RECORD DOCUMENTS

A. Accurately record actual locations of constructed sprinkler system including but not limited to sprinklers, valves, valves boxes,

irrigation zones.

- B. Provide copy of record documents to Owner prior to issuance of substantial completion.
- 1.5 DELIVERY, STORAGE, AND HANDLING
  - A. Handle and store pipe, fittings, valves and appurtenances in a manner which prevents shock, damage, or detrimental exposure to weather.

#### PART 2 MATERIALS

- 2.1 PIPE
  - A. Material as shown on IF-2052.
  - B. Do not use damaged or kinked pipe.
- 2.2 CONNECTIONS FOR POLYETHYLENE PIPE
  - A. Barbed insert fittings and stainless steel clamps as shown on drawings.
- 2.3 WIRING
  - A. 18 gauge braided for lengths up to 1000 feet.
  - B. 14 gauge single strand for lengths greater than 1000 feet.
- 2.5 SPRINKLER HEADS
  - A. See parts list on Standard Drawing IF-2052.

#### PART 3 WORKMANSHIP

- 3.1 SPRINKLER SYSTEM INSTALLATION
  - A. All design and work performed to be done by a licensed firm specializing in sprinkler systems. All materials used in the sprinkler system to be available in Idaho Falls for future maintenance. Verify all material sources with Engineer prior to bidding. Failure to do so will not relieve the Contractor from responsibility for furnishing and installing all materials in strict accordance with these requirements at the locations as shown on the plans or as directed by Engineer.
  - B. File for a Sprinkler Permit for the installation of sprinkler systems.

Perform all work in accordance with these specifications, current rules, regulations, and other applicable State or local laws. Provide and install a backflow device in accordance with the requirements of the City Building Division.

- C. Design system to have adequate coverage. Adjust system as necessary to provide coverage, avoid existing fixed obstructions and minimize elevation changes in any lateral line.
- D. Install the system water supply in accordance with IF-2052. Changes require prior written approval from Engineer.
- E. Prepare accurate to scale "As-Built" drawings as installation proceeds and submit drawings in electronic form prior to final inspection. Final payment for sprinkler system will not be authorized until all drawings are complete, submitted and accepted by Engineer.
- F. During construction and storage, protect all materials from damage and prolonged exposure to sunlight. Replace or fix all damaged materials prior to final acceptance.
- G. Install controller, conduit, wiring and electric valves per the plans, Manufactures recommendations and City Building Division requirements. Install electrical valves at the highest locations to prevent damage and allow access during periods of flooding. Place electrical valves in a plastic valve box with reinforced heavyduty lock top or snap top plastic lids. Place valve 6 inches below the top of valve box. Place single valves in a round valve box minimum 10-inch diameter. Multiple valves may be installed in a single properly sized valve box, provided the valves are installed with sufficient clearance to allow removal without damage or removal of the box, other valves or lines. Set valve boxes to finish grade in landscape areas. Valve boxes must be notched to give a 2-inch minimum clearance from the main or lateral lines.

#### Irrigation System Definitions

0			
Service Line	Line from City water main to backflow device.		
Main Line	Line or lines from the backflow device to the		
	electric valves.		
Lateral Line	The lines from the electric valve to the last		
	sprinkler head.		

- H. Install main lines at a depth of 12 to 14 inches below finish grade. Install lateral lines at depth of 8 to 12 inches below finished grade. Install lateral lines using a sleeve when crossing asphalt or concrete. Do not cut continuous lateral lines for the installation of sprinklers.
- I. Install service line, including 2 inch CTS polyethylene from supply

point to the point, as depicted in drawing IF-2052. Install a 2 inch tee, with approved quick connect coupler at finish grade, between curb stop and the backflow device. Install backflow device in accordance with the City Building Division requirements. Install 2 inch galvanized pipe from backflow device between 12 to 14 inches below ground. Change from galvanized to plastic as shown in the Standard Drawings, any size reduction to occur at the same location. Use proper adapters for connecting dissimilar types of pipe.

- J. Adjust sprinkler heads in the lawn areas to proper grade when sod is sufficiently established to allow walking on it without appreciable damage. Adjust sprinkler heads for proper distribution and trim.
- K. When entire sprinkler system is completed and inspections and approvals by the City Building Division have been completed, submit copies of the approvals and request acceptance by Engineer. Where sprinkler system work does not comply repair and/or replace all material and perform all work then resubmit for approval by Building Division and acceptance by Engineer.

#### 3.2 SPRINKLER SYSTEM REPAIR

- A. Remove sprinkler system where necessary to complete the required work.
- B. Remove and replace all sprinkler systems that are damaged as a result of construction.
- C. Upon completion of work restore sprinkler system as near to the original location as possible, or as necessary to provide coverage, and to the original condition using either existing materials or other new or used materials of equal type and condition as directed by Engineer. Restore system to equal or better in all respects and condition to the original sprinkler system.
- D. Prior to installation and/or removing existing sprinkler systems meet with affected property owner to discuss the extent of the work. Discuss the reinstallation of the sprinkler system, and jointly ascertain and agree upon the existing condition of any adjacent and surrounding objects, features, and facilities that may be affected by sprinkler system removal and installation.
- E. Repair all damage that may occur to any adjacent or surrounding objects, features or facilities. Preserve, protect, restore and/or replace such facilities so that after completion of the project all such facilities are in a condition as good as, or better than, their original condition.

#### PART 4 MEASUREMENT AND PAYMENT

- 4.1 Sprinkler System to be measured on a lump sum basis complete, in place, and fully operational as stated in these Specifications. Payment includes full compensation for all labor, materials, equipment and tools necessary to furnish, install, test and make ready for service the sprinkler system complete and in place as shown on the Standard Drawings, Plans, and as directed by the Engineer.
  - A. Sprinkler System: On a lump sum basis for construction of a fully operational sprinkler system.
    - 1. Bid Schedule Payment Reference: 2052.4.1.A.1.
    - 2. Bid Schedule Description: Sprinkler System...lump sum (LS).
  - B. Repair Sprinkler System: On a lump sum basis for repair/reconstruction of existing sprinkler system to be fully operational per plans and directions of Engineer.
    - 1. Bid Schedule Payment Reference: 2052.4.1.B.1.
    - 2. Bid Schedule Description: Repair Sprinkler System...lump sum (LS).
  - C. Repair Sprinkler System: On a linear foot basis for repair/reconstruction of existing sprinkler system to be fully operational per plans and directions of Engineer.
    - 1. Bid Schedule Payment Reference: 2052.4.1.C.1.
    - 2. Bid Schedule Description: Repair Sprinkler System...linear foot (LF).

Add new Section 2053 Sod

SECTION 2053 - SOD

- PART 1 GENERAL
  - 1.1 SECTION INCLUDES
    - A. Furnishing and placing sod.
  - 1.2 DELIVERY, STORAGE, AND HANDLING
    - A. Furnish all labor, equipment, tools and materials necessary to install sod as shown on the plans and directed by Engineer.

#### PART 2 MATERIALS

- 2.1 SOD
  - A. Merion, Park, Delta, or Windsor Kentucky Bluegrass, or combinations of approved fine textured grasses suitable for the area designated for sod and free of weeds.
  - B. True to type and name in accordance with the Standard Plant Names, current edition, by the Editorial Committee of the American Joint Committee on Horticultural Nomenclature.
  - C. Not less than ten months old, with prior approval at the supply source before cutting for delivery to the planting site. Sod showing evidence of improper handling or discoloration due to prolonged storage prior to delivery will be rejected.

#### 2.2 FERTILIZER

- A. Of neutral character, with some elements derived from organic sources and containing a percentage of nitrogen required to provide 3/4 to 1 pound of actual nitrogen per 1,000 square feet of lawn area and not more than 4% phosphorus.
- B. Nitrogen in a form that will be available to lawn during initial period of growth; at least 50% nitrogen to be organic form.

#### PART 3 WORKMANSHIP

- 3.1 PLACEMENT
  - A. Fine grade and roll topsoil (minimum topsoil depth of 4 inches) to provide a fine textured, smooth and firm surface, free of weeds, footprints, undulations or irregularities. Finished grade of the sod bed to be 1 - 1 ¼ inches below the finished grade of the adjacent curbs and/or sidewalks to permit the placing of the sod to final grade. Additional topsoil may be required to establish this finished grade requirement.
  - B. Cut individual sod pieces in a uniform size with square corners at a uniform depth of one to one and one-quarter (1 -1 ¼) inches. Lay the first row of sod in a straight line and subsequent rows placed parallel to and tightly against each other. Stagger lateral joints. Ensure that the sod is not stretched or overlapped, and that all joints are butted tightly. After placing sod, roll the lawn diagonally and water heavily.
  - C. Establishment period for the sod lawn consists of: (1) protecting the sodded areas from trespass and other damages; (2) promoting

the growth of the grass sod; (3) mowing; (4) removing clippings, weeds, litter and debris; and (5) reconditioning and/or replacing any sod which for any reason fails to show a healthy growth of the grass sod.

- D. Water sodded areas at such times and with such frequency as is in accordance with good horticultural practices under the prevailing conditions.
- E. Mow the grass when it has attained a height between three and one-half and four and one-quarter (3-½ and 4-1/4) inches, and when the ground is sufficiently firm to prevent rutting. Mow the grass to a height of three (3) inches. Repeat as necessary to not remove more than one-third (1/3) of overall grass height in a single cutting and not cut less than three (3) inches in grass height.
- F. Do not allow the clippings to smother or retard grass growth. Weed and remove noxious vegetation individually or using a blanket treatment in accordance with accepted lawn care practices to achieve the appearance of a healthy and well cared for lawn of uniform color, texture and condition, free of weeds.

#### PART 4 MEASUREMENT AND PAYMENT

- 4.1 Sod to be measured on a square yard (SY) basis complete in place. Payment includes full compensation for all labor, materials (including topsoil), equipment and tools necessary to furnish and install sod as shown on the Standard Drawings, Plans, and as directed by the Engineer.
  - A. Sod: On a square yard basis for the placement of sod.
    - 1. Bid Schedule Payment Reference: 2053.4.1.A.1.
    - 2. Bid Schedule Description: Sod... square yard (SY).

#### Add new Section 2054 Structural Soil

SECTION 2054 — STRUCTURAL SOIL

- PART 1 GENERAL
  - 1.1 SECTION INCLUDES
    - A. Structural Soil materials and placement.
  - 1.2 DELIVERY, STORAGE, AND HANDLING

- A. Furnish all labor, equipment, tools and materials necessary to furnish and install structural soil as shown on the plans and directed by Engineer.
- PART 2 MATERIALS
  - 2.1 STRUCTURAL SOIL
    - A. CU-Structural Soil<sup>®</sup> or approved equal.
- PART 3 WORKMANSHIP
  - 3.1 PLACEMENT
    - Dimensions as shown on the Plans or as directed by Engineer.
       Minimum depth 36 inches unless otherwise approved by Engineer.

#### PART 4 MEASUREMENT AND PAYMENT

- 4.1 Structural soil to be measured on a cubic yard (CY) basis complete in place. Payment includes full compensation for all labor, materials, equipment and tools necessary to furnish, haul, and place structural soil as shown on the Plans, and as directed by the Engineer.
  - A. Structural Soil: On a cubic yard basis for the placement of structural soil.
    - 1. Bid Schedule Payment Reference: 2054.4.1.A.1.
    - 2. Bid Schedule Description: Structural Soil... cubic yard (CY).

#### Add new Section 2055 Decorative Rock

SECTION 2055 — DECORATIVE ROCK

- PART 1 GENERAL
  - 1.1 SECTION INCLUDES
    - A. Decorative Rock supply and placement.
  - 1.2 DELIVERY, STORAGE, AND HANDLING
    - A. Stockpile aggregate in an approved location.

B. Stockpile, load, haul and place material in a manner which minimizes segregation and degradation.

#### PART 2 MATERIALS

- 2.1 DESCRIPTION
  - A. Fractured or non-fractured decorative aggregate meeting the required material, size, gradation and test results as shown on the plans.

#### PART 3 WORKMANSHIP

- 3.1 PLACEMENT
  - A. Minimum 3" depth or as shown on the Plans.
- PART 4 MEASUREMENT AND PAYMENT
  - 4.1 Decorative rock measured on a cubic yard (CY) basis complete in place. Payment includes full compensation for all labor, materials, equipment and tools necessary to furnish, haul, and install decorative rock as shown on the Plans and as directed by the Engineer.
    - A. Decorative Rock: On a cubic yard basis for placement.
      - 1. Bid Schedule Payment Reference: 2055.4.1.A.1.
      - 2. Bid Schedule Description: Decorative Rock Type \_\_\_\_... cubic yard (CY).

Add new Section 2056 Trees/Shrubs

SECTION 2056 - TREES/SHRUBS

- PART 1 GENERAL
  - 1.1 SECTION INCLUDES
    - A. Tree and shrub supplying, planting, and preparation.
  - 1.2 SUBMITTALS
    - A. Submit a list of trees and shrubs to be installed under this section. Include in the list name, variety, size, and quality.

B. Submit supplier's installation instructions and maintain copy at the jobsite.

#### 1.4 PROJECT RECORD DOCUMENTS

- A. Record locations and name of installed trees and shrubs.
- B. Provide copy of record documents to Owner prior to issuance of substantial completion.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver after preparations for planting have been completed and plant immediately. If planting is delayed more than (6) hours after delivery, set on the ground in shade, protect from weather and mechanical damage, and keep roots moist by protecting them with soil, wet peat moss, wet sawdust, or wet ground bark. Do not remove container-grown stock from containers until planting time. Label with a securely attached waterproof tag bearing legible designation of botanical and common name.

#### PART 2 MATERIALS

#### 2.1 TREES/SHRUBS

- A. Provide all materials to complete the installation as shown on the Plans or as directed by Engineer. Substitutions will not be accepted unless approved in writing by Engineer. If specialized landscape material is not obtainable, submit to Engineer proof of no availability and proposal for use of equivalent material.
- B. Use trees and shrubs grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, vigorous stock grown under climatic conditions similar to conditions in the locality of the project and free of disease, insects, eggs, larvae, and defects such as knots, sunscald, injuries, abrasions, or disfigurement, with well-developed root systems.
- C. Do not prune prior to delivery. Do not bend or bind-tie trees in such a manner as to damage bark, break branches, or destroy natural shape. Provide protective covering during delivery.

### 2.1 PLANTING MULCH

Ground fir, spruce or hemlock, free from weed seeds, tannin, or other compounds detrimental to tree life. Mulch size range ¼" to 1", with a maximum of 50 percent passing a ½" screen.

#### PART 3 WORKMANSHIP

#### 3.1 TREE/SHRUB PLANTING

- A. Provide good quality topsoil (or structural soil where specified) prior to the installation of the landscaping. Soil material to be approved prior to delivering to the job site. Install soil using a method to provide adequate compaction while providing a suitable planting medium. Exercise care to insure the proper support and protection for the sprinkler system.
- B. Stake tree/shrub locations and secure Engineer's acceptance prior to planting. Make minor adjustments as directed.
- C. Proceed with and complete tree planting work as rapidly as portions of the site become available, working within the seasonal limitations for the kind of tree planting required. Determine location of underground utilities and perform work in a manner that will avoid possible damage.
- D. Hand excavate, as required, to minimize possibility of damage to underground utilities. Excavate circular pits with vertical sides and with bottom of excavation slightly raised at center, to provide proper drainage, and loosen hard topsoil in bottom of excavations. Fill excavations for trees with water and allow water to percolate out before planting.
- E. For balled and bur lapped (B&B) tree/shrub, make excavations at least twice as wide as the ball diameter and equal to the ball depth, and loosen approximately four (4) to six (6) inches of the compacted topsoil below the bottom of the excavation.

#### 3.2 TREE/SHRUB PLANTING

- Plant materials true to name and variety established by the American Joint Committee on Horticultural Nomenclature "Standardized Plant Names," latest edition. The trees to comply with the recommendations and requirements of ANSI Z60.1 "Standard for Nursery Stock" and as further specified. Trees/Shrubs to conform to state and federal laws relating to inspection for diseases and insect infestation, and to the American Standard for Nursery Stock. Trees to be first class representatives of the species or variety.
- Plant trees/shrubs of the sizes shown or specified in the Plans.
   Trees/Shrubs of larger size may be used if acceptable to the
   Engineer, and if sizes of roots or containers are increased
   proportionately. Use of such trees not to increase the contract

price. Use tree size with branching configuration recommended by ANSI Z60.1 for type and species required.

- C. Engineer reserves the right to inspect the trees/shrubs, either at a place of growth or at site before planting, for compliance with requirements for name, variety, size, and quality. Upon completion of the work and prior to the final acceptance, present to Engineer, for a final check as to conformance to these specifications, invoices or written statements from the suppliers showing the name(s) of materials received or shipped.
- D. Set B&B stock on layer of compacted topsoil soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. When set, place additional topsoil/structural soil around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately two-thirds (2/3) full, apply water before installing remainder of backfill. Remove burlap from around base of tree approximately two-thirds (2/3) down the ball and open to sides of the ball.
- E. Set container grown stock as specified for B&B stock, except cut cans on two (2) sides with an approved can cutter and remove bottoms of wooden boxes after partial backfilling so as not to damage root balls
- F. Dish top of backfill to allow for mulching and provide additional backfill berm around edge of excavations to form shallow saucer to collect water. In tree/shrub planted areas, provide not less than a two (2) inch thickness of mulch over the backfill, and finish level with adjacent sod. Prune, thin out and shape trees in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Engineer, do not cut tree leaders and remove only injured or dead branches from flowering trees, if any. Remove and replace excessively pruned or malformed stock resulting from improper pruning.
- G. Paint cuts over one-half (1/2) inch in size with standard tree/shrub paint or compound, covering exposed, living tissue.
   Use paint that is waterproof, antiseptic, adhesive, elastic, and free of kerosene, coal tar, creosote, and other substances harmful to plants. Do not use shellac.
- H. Stake trees with two (2) wood stakes driven two (2) feet into the ground with the portion extending above the ground approximately one-half (1/2) of trunk height. Stake one (1) foot from the trunk, fastened at approximately two-fifths (2/5) of trunk height with wire run through rubber hose.

#### PART 4 MEASUREMENT AND PAYMENT

- 4.1 Trees/Shrubs to be measured on per each basis complete, in place as stated in these Specifications. Payment includes full compensation for all labor, materials, equipment and tools necessary to furnish and install trees complete and in place as shown on the Plans, and as directed by the Engineer.
  - A. Trees: Per each for the type and size of tree indicated on the bid schedule.
    - 1. Bid Schedule Payment Reference: 2056.4.1.A.1.
    - 2. Bid Schedule Description: Tree Type \_\_\_\_\_, Size \_\_\_\_\_, each (EA).
  - B. Shrubs: Per each for the type and size indicated on the bid schedule.
    - 1. Bid Schedule Payment Reference: 2056.4.1.B.1.
    - 2. Bid Schedule Description: Shrub Type \_\_\_\_\_, Size ....each (EA).

Add new Section 2060 Asphalt Milling

SECTION 2060 - ASPHALT MILLING

- PART 1 GENERAL
  - 1.1 SECTION INCLUDES
    - A. Asphalt milling used to construct cold milling, edge treatment, and end treatment as defined within this section.
  - 1.2 RELATED SECTIONS
    - A. Section 802 Crushed Aggregates
    - B. Section 803 Plant Mix Aggregates
- PART 3 WORKMANSHIP
  - 3.1 EQUIPMENT
    - A. Designed to mill bituminous pavements without the addition of heat and the ability to plane Portland cement concrete patches where required in the bituminous pavement.
    - B. Cutting drum to have a minimum of one-hundred twenty inches wide and equipped with carbide-tipped cutting teeth placed in a

variable lacing pattern to produce the desired finish.

- C. Operating speeds from 0 to 40 feet per minute.
- D. Self-propelled and have the capability of spraying water at the cutting drum to minimize dust.
- E. Capable of removing material next to the gutter of the pavement being reconditioned and be designed so that the operator can at all times observe the milling operation without leaving the controls.
- F. Capable of adjusting for slope and depth. Maximum milling depth of 3 inches in one pass without producing fumes or smoke.
- G. Capable of discharging milled material to the front of the machine.

#### 3.2 COLD MILLING

- A. Mill asphalt concrete pavement as dimensioned and as otherwise designated on the plans or as directed by Engineer.
- B. Cold milling to remove the designated variable depths of asphalt concrete to provide an overlay key at joints and over the width of the cold milled area.
- C. Additional widths of cold milling may be required at various locations as determined by Engineer.
- D. Surface of pavement to be uniformly rough grooved or ridged as directed by Engineer.
- E. Ramp all structures and vertical joints in the cold milled area which are transverse to through traffic and greater than 1-1/2 inches in height. Ramp to be temporary asphalt concrete pavement.
- F. Place ramps the same day as the cold milling and remove ramps the same day as permanent paving.
- G. Erect appropriate signage delineating the hazard to the traveling public.
- H. Maximum longitudinal and transverse variance allowed for the finished milling of ¼ inch in depth per 10 feet measured transversely or longitudinally. Correct all areas exceeding this maximum variance prior to paving, at no additional cost to the City.
- I. Minimum 50:1 (horizontal: vertical) slope for ramp.
- J. See Standard Drawing IF-2060.

#### 3.3 EDGE TREATMENT

A. Edge mill as shown in the Plans, as specified, and as directed by Engineer.

- B. Depth to be per Plans, Special Provisions or as directed by Engineer.
- C. Maximum longitudinal variance allowed for the finished milling of ¼ inch in depth per 10 feet measured longitudinally.
- D. See Standard Drawing IF-2060.
- 3.4 END TREATMENT
  - A. As shown in the Plans, as specified and as directed by Engineer.
  - B. See Standard Drawing IF-2060.
- 3.5 MILL TAILINGS
  - A. Haul mill tailings to the City's yard located at 2530 Hemmert Avenue (or to other location if specified in Plans or Special Provisions) and stockpile at a location designated by Engineer. Mill tailings become the property of the City. The Contractor will not be required to supply a loader to pile the material. End-dump the material in the location designated in an orderly fashion.
  - B. No separate payment will be made for hauling the material. All costs associated with this work shall be considered incidental to existing milling pay items designated for the project.

#### PART 4 MEASUREMENT AND PAYMENT

- 4.1 Milling to include all tools, labor, materials, hauling of mill tailings, and equipment necessary to conduct milling as shown in the Plans, as directed by Engineer, and as specified.
  - A. Cold Milling: By the square yard.
    - 1. Bid Schedule Payment Reference: 2060.4.1.A.1.
    - 2. Bid Schedule Description: Cold Milling...square yard (SY).
  - B. Edge Treatment: By the linear foot.
    - 1. Bid Schedule Payment Reference: 2060.4.1.B.1.
    - 2. Bid Schedule Description: Edge Treatment...linear foot (LF).
  - C. End Treatment: By the linear foot.
    - 1. Bid Schedule Payment Reference: 2060.4.1.C.1.
    - 2. Bid Schedule Description: End Treatment...linear foot (LF).

#### Add new Section 2070 Modular Block Retaining Wall Units

#### SECTION 2070 — MODULAR BLOCK RETAINING WALL UNITS

#### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Modular block supply and placement.
- 1.2 RELATED SECTIONS
  - A. 2050 Construction Geotextiles
  - B. 204 Structural Excavation and Compacting Backfill
- 1.3 REFERENCES
  - A. ASTM C-90 and ASTM C-140
- 1.4 SUBMITALLS
  - A. Submit product data for materials to be installed under this section.
  - B. Submit manufacture's certification that block meets or exceed specified requirements.
  - C. Submit manufacturer's installation instructions and maintain copy at the jobsite.
- 1.5 DELIVERY, STORAGE AND HANDLING
  - A. Handle and store block per manufacturer's recommendations and in manner which prevents damage.

#### PART 2 MATERIALS

- 2.1 MODULAR BLOCK
  - A. Grey in color or custom color as specified in the Plans, Special Provision, or as directed by the Engineer.
  - B. Sculptured Rock finish or as specified in the Plans, Special Provisions or as directed by the Engineer.
  - C. Surfaces to be free of chips, cracks or other imperfections.
  - D. Each block and geogrid layer to interlock to block layer below.
- 2.2 TOLERANCES
  - A. Block to have a compressive strength of not less than three thousand (3000) pounds per square inch.

- B. Absorption eight (8) percent maximum for standard weight aggregate.
- C. Inter-unit shear strength four hundred (400) pounds per lineal foot minimum at two (2) pounds per square inch normal force.
- D. Geogrid unit peak connection strength six hundred (600) pounds per lineal foot minimum at two (2) pounds per square inch normal force.
- E. Maximum horizontal gap between erected units one-half (1/2) inch.

#### PART 3 WORKMANSHIP

- 3.1 EXAMINATION
  - A. Verify that site conditions are ready to receive work and field measurements are as shown on drawings.
  - B. Beginning of installation means installer accepts existing conditions.

#### 3.2 INSTALLATION

- A. Install block without damage to structural capacity, shape, or finish. Replace damaged block.
- B. Align and maintain uniform horizontal and vertical joints as block is installed.
- C. Maintain temporary bracing in place until final support is provided, Protect block from staining.

### 3.3 INSTALLATION TOLERANCES

- A. Install block level and plumb within tolerances.
- B. Maximum horizontal gap between erected units one-half (1/2) inch.
- C. Install the slope of the vertical wall face per the Standard Drawings or as suggested by the manufacturer.
- D. Modular block may be placed in a convex or concave alignment curve with a minimum radius of four (4) feet, not to exceed manufacturer's tolerances.

#### PART 4 MEASUREMENT AND PAYMENT

4.1 Payment includes full compensation for all labor, materials, equipment and tools necessary to furnish, haul, and install modular block as shown on the Plans and as directed by the Engineer.

- A. Modular Block: On a square foot (SF) basis of exposed wall face, complete in place.
  - 1. Bid Schedule Payment Reference: 2070.4.1.A.1.
  - 2. Bid Schedule Description: Modular Block... square foot (SF).
- B. Modular Block: On a linear foot (LF) basis, complete in place.
  - 1. Bid Schedule Payment Reference: 2070.4.1.B.1.
  - 2. Bid Schedule Description: Modular Block... linear foot (LF).

Add new Section 2080 Handrail

SECTION 2080 — HANDRAIL

- PART 1 GENERAL
  - 1.1 SECTION INCLUDES
    - A. Handrail supply and placement.
  - 1.2 REFERENCES
    - A. ASTM B 429 Aluminum pipe and tubing
    - B. ASTM B 209 Aluminum plates and sheets
    - C. ASTM B 221 Aluminum rods, bars or shapes
    - D. ASTM A 120 Steel railing materials welded or seamless
    - E. ASTM A 365 Structural Steel
    - F. ASTM 501 Tubular section of hot rolled mild steel
    - G. American Welding Society Structural Welding Code AWS D1.1.
  - 1.3 SUBMITALLS
    - A. Submit product data for materials to be installed under this section.
    - B. Submit shop drawings and /or product data for materials to be installed or furnished under this section.

#### PART 2 MATERIALS

- 2.1 HANDRAIL
  - A. Aluminum conforming to the requirements of the Aluminum Association Standards.
  - B. Aluminum rails and vertical support posts one and one-half inch

diameter.

- C. Aluminum balusters three-quarter inch diameter.
- D. Steel welded or seamless steel pipe conforming to the requirements of ASTM A 120.
- E. Structural steel conforming to ASTM A 365.
- F. Steel tubular sections of hot rolled mild steel conforming to ASTM A 501.
- G. Steel rails and vertical support posts one and one-half inch diameter.
- H. Steel balusters three quarter inch diameter.

#### PART 3 WORKMANSHIP

- 3.1 EXAMINATION
  - A. Rails, posts and balusters machine cut to provide a uniform length prior to assembly.
- 3.2 INSTALLATION
  - A. Install rails in accordance with the details shown on the plans and Standard Drawing IF-2080.
  - B. Steel handrails Field welds galvanized with such materials as "Galvalloy" or "Galvicon".

#### PART 4 MEASUREMENT AND PAYMENT

- 4.1 Handrail measured on a linear foot (LF) basis complete in place. Payment includes full compensation for all labor, materials, equipment and tools necessary to furnish, haul, and install handrail as shown on the Plans and as directed by the Engineer.
  - A. Handrail: On a linear foot basis.
    - 1. Bid Schedule Payment Reference: 2080.4.1.A.1.
    - 2. Bid Schedule Description: Handrail... linear foot (LF).

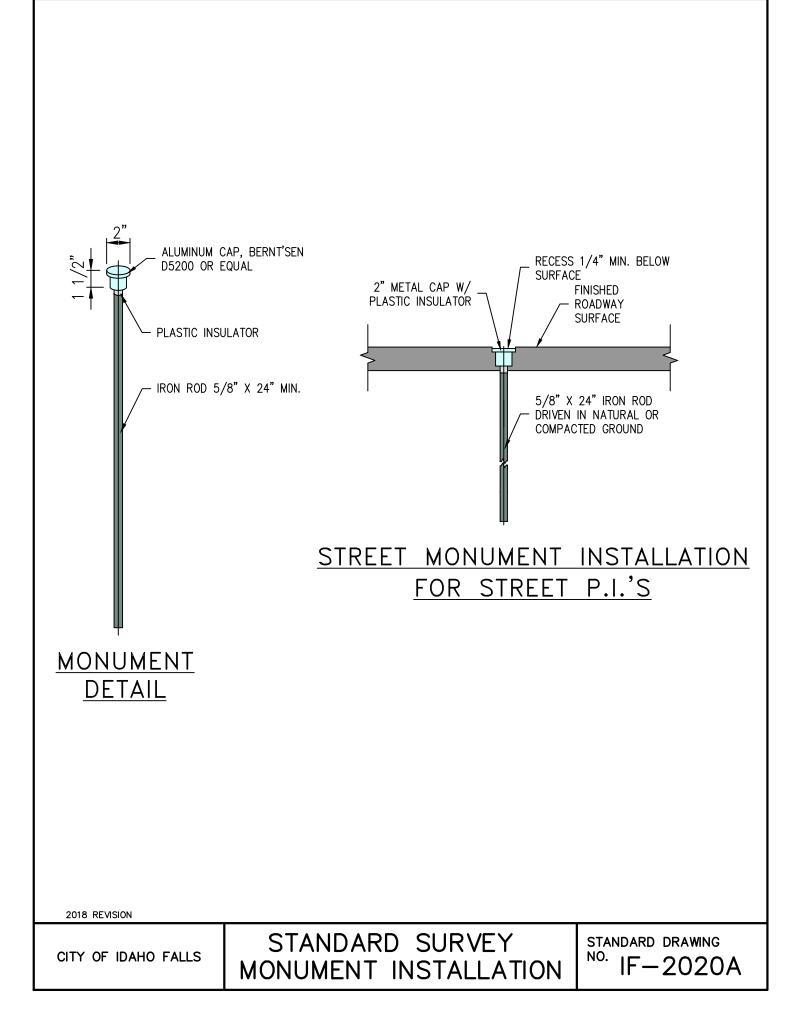
#### Division 2000 – Miscellaneous – Standard Drawings

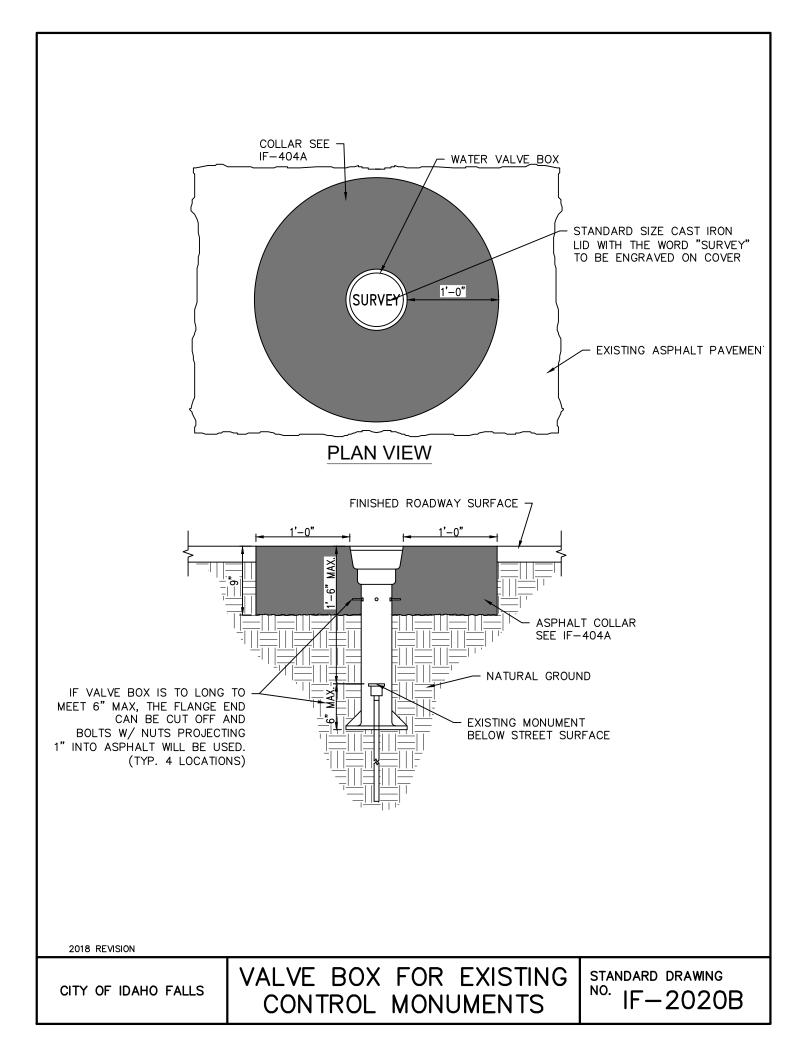
**Delete** the following Standard Drawings:

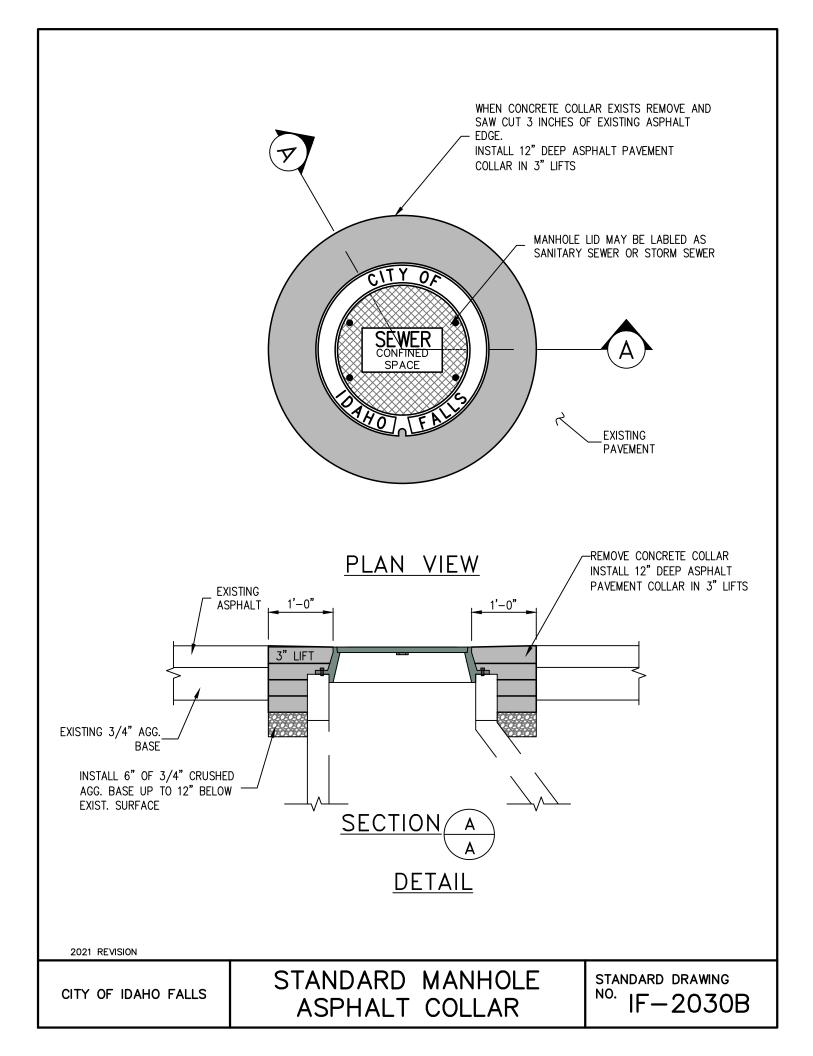
Delete SD-2020A Delete SD-2020B Delete SD-2020C Delete SD-2020D Delete SD-2020E Delete SD-2020I

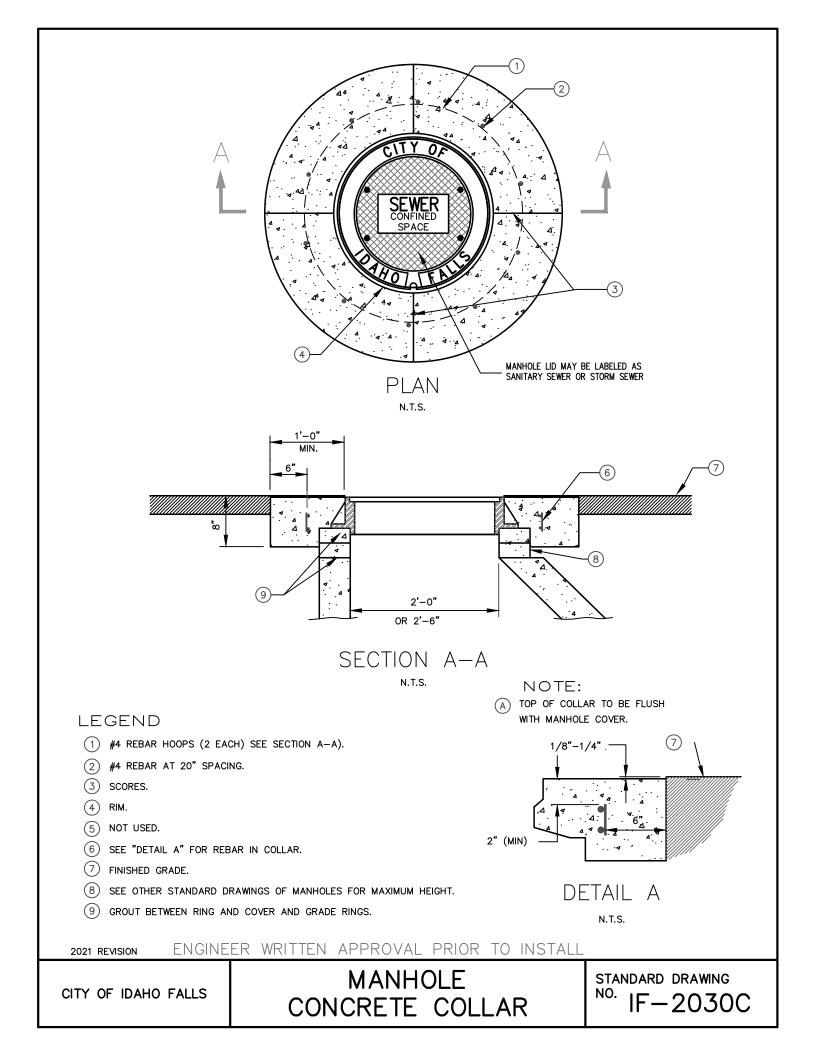
Add the following Idaho Falls Standard Drawings:

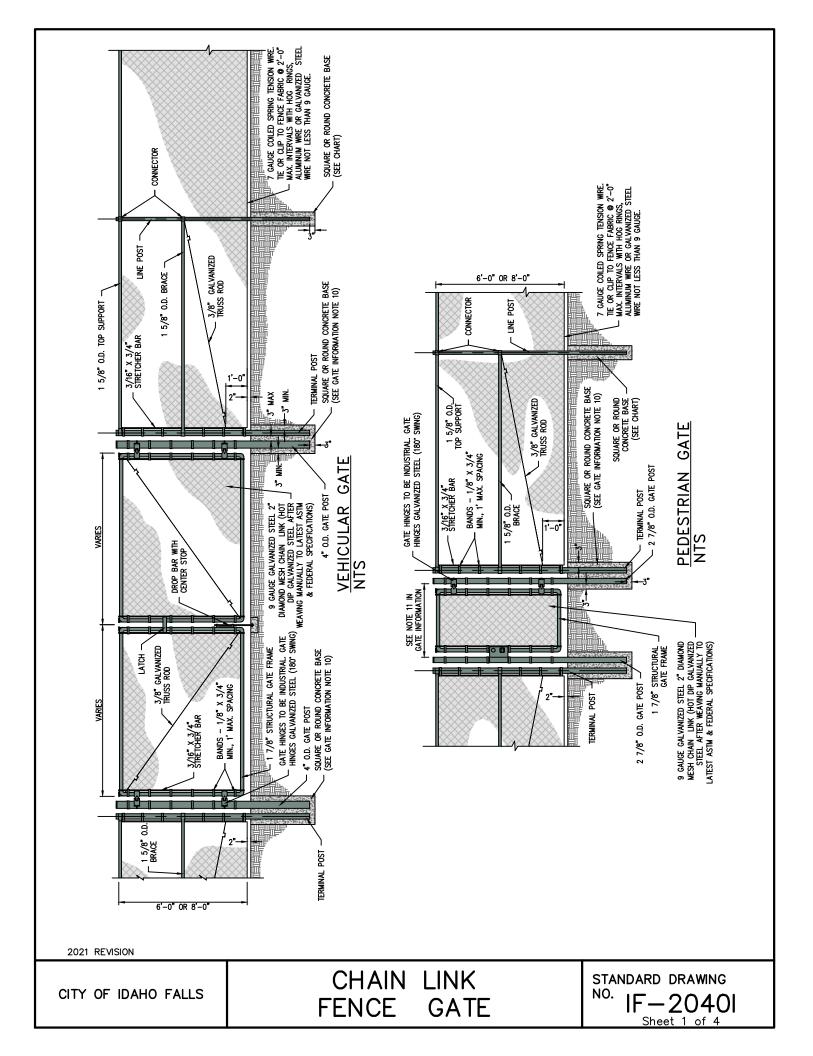
Add IF-2020A Add IF-2020B Add IF-2030B Add IF-2030C Add IF-2040I (4 sheets) Add IF-2052 (5 sheets) Add IF-2060 (3 sheets) Add IF-2070 Add IF-2080 (2 sheets)

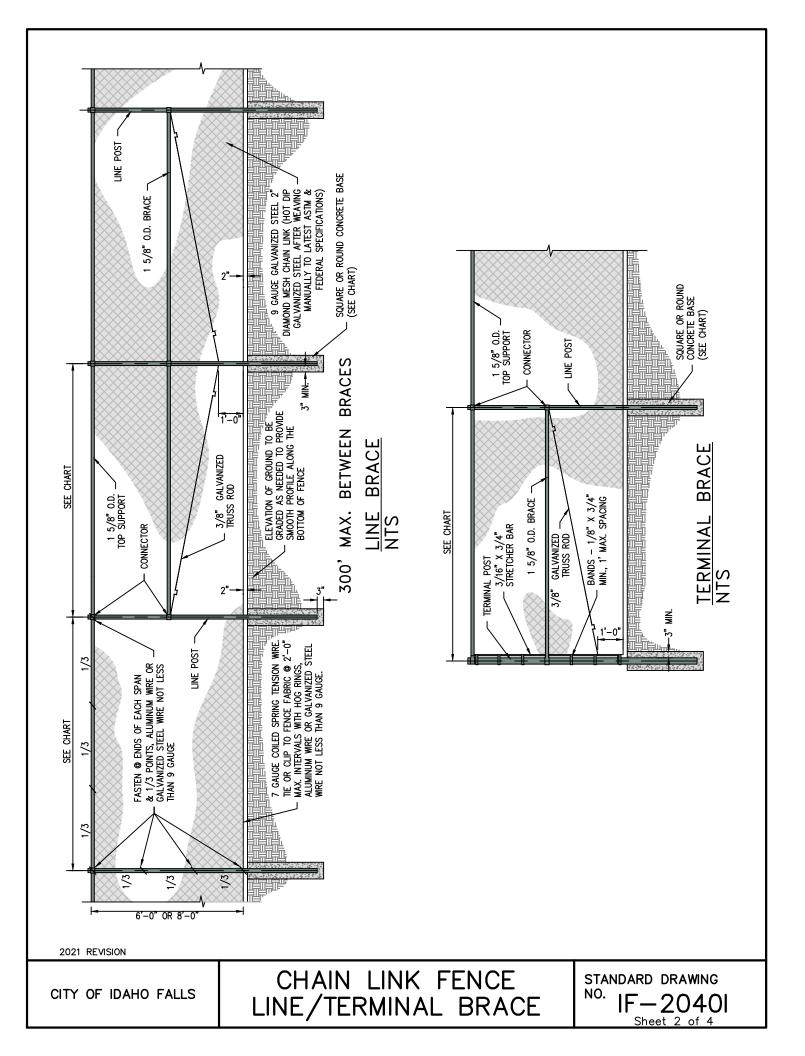


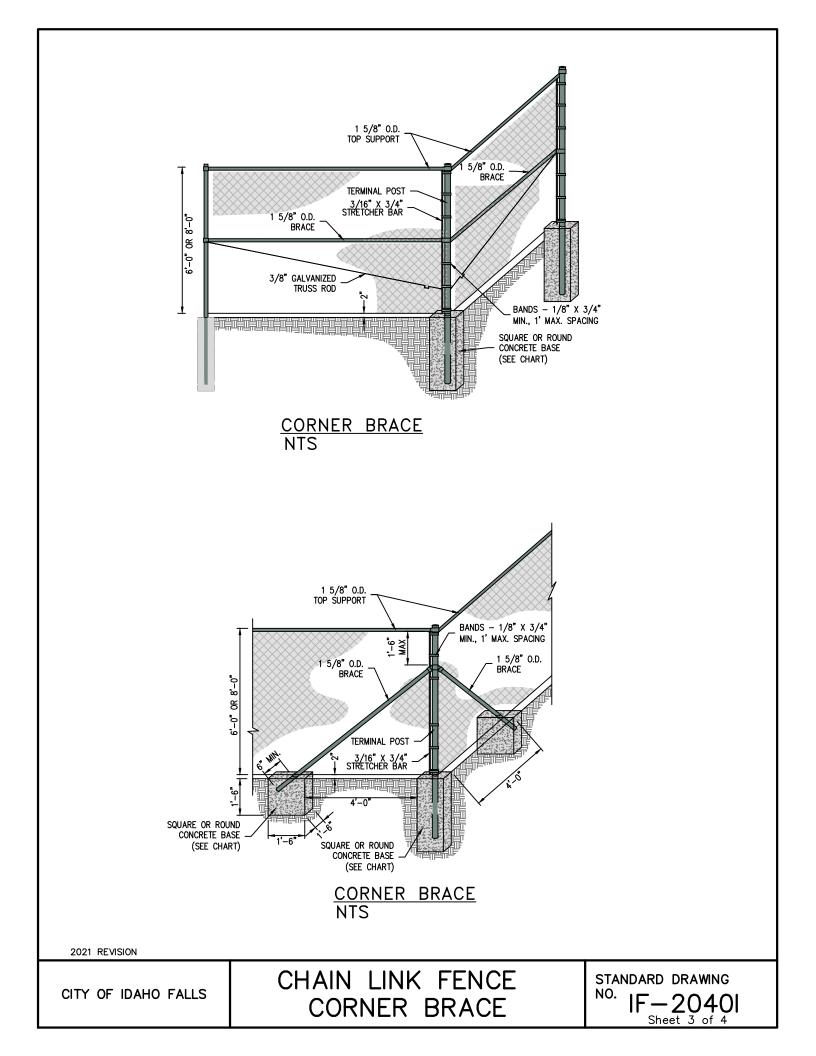












### GATE INFORMATION:

- 1. ALL GATES TO BE FURNISHED WITH SUITABLE LENGTH OF DOUBLE 0, ZINC COATED, PASSING LINK CHAIN AND LOCK.
- 2. CHAIN TO BE FASTENED SECURELY TO UNHINGED GATE POST AT POSITIONS TO BE DETERMINED BY THE CITY ENGINEER.
- 3. MASTER KEYS WILL BE FURNISHED FOR ALL LOCKS.
- CHAIN AND LOCK MENTIONED ABOVE TO BE USED ALONG WITH REGULAR TYPE GATE CATCH FOR LOCKING DEVICE.
- 5. ALL GATES ARE TO BE FURNISHED ACCORDING TO THE PLANS OR AN APPROVED EQUAL AS DETERMINED BY THE CITY ENGINEER.
- 6. ALL GATES ARE TO BE INDUSTRIAL 9-GAUGE, OR APPROVED EQUAL.
- 7. THE GATES SHALL BE HUNG ON GATE FITTINGS AS SHOWN OR AS APPROVED ON THE SHOP DRAWINGS OF THE GATES.
- 8. HINGES TO BE INDUSTRIAL TYPE, OR APPROVED EQUAL.
- 9. ALL CONCRETE USED FOR POSTS SHALL BE CITY'S CLASS 4 AND THE QUANTITY SHALL BE INCLUDED IN THE OTHER FENCE ITEMS.
- 10. VEHICULAR GATE POSTS SHALL BE 4" Ø, PEDESTRIAN GATE POST SHALL BE 2 7/8" Ø. BOTH SHALL BE SCHEDULE 40 AND SHALL HAVE AN 18" Ø X 3'6" CONCRETE FOOTING IN CONJUNCTION WITH TERMINAL POST FOR BOTH 8'-0" AND 6'-0" FENCE HEIGHTS.
- 11. GATE OPENING SHALL BE A MINIMUM OF 3'-0" IN WIDTH WITH GATE AT A 90° ANGLE FROM FENCE, OPENING IS THE CLEAR SPACE BETWEEN LATCHING MECHANISM AND DOOR AT A 90° ANGLE TO FENCE.

#### GENERAL NOTES:

- 1. CORNER AND TERMINAL POSTS TO BE SCHEDULE 40.
- 2. LINE POST TO BE SCHEDULE 40.
- 3. ALL FENCING, POSTS, GATES, INSTALLATION WORK, ETC., SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SPECIAL PROVISIONS OR AS DETERMINED BY THE CITY ENGINEER.
- 4. CONCRETE FOR POSTS SHALL BE THOROUGHLY COMPACTED AROUND POST BY TAMPING OR VIBRATING AND SHALL HAVE A SMOOTH FINISH, SLIGHTLY HIGHER THAN THE GROUND, SLOPED TO DRAIN <u>AWAY</u> FROM THE POST.
- 5. INSTALL ALL FENCING WITH "BARBED" ENDS ALONG TOP OF FENCE, UNLESS OTHERWISE NOTED.

CHART							
City of Idaho Falls Chain Link Fence Posts & Footing Requirements							
Fence Height	Fence Type (9 Gauge Chain Link)	Line Posts & Terminal Post Size (Outside Dia.)	Post Spacing	Conc. Ftg. (Dia. x Depth)			
8 Ft.	With Vinyl Privacy Slats	3 1/2" ø Schedule 40	8'-0" 0.C.	$\begin{array}{cccccccccccccccccccccccccccccccccccc$			
		2 7/8" ø Schedule 40	5'-0" 0.C.	12" ø x 4'-6" 16" ø x 3'-0"			
8 Ft.	Without Vinyl Privacy Slats	2 3/8" ø Schedule 40	10'-0" 0.C.	12" ø x 3'-0"			
6 Ft.	With Vinyl Privacy	2 7/8" ø Schedule 40	10'-0" 0.C.	12" ø x 4'-6" 16" ø x 3'-6"			
	Slats	2 3/8" ø Schedule 40	5'–0" 0.C.	12" ø x 3'-6"			
	Without						

CHART

CHAIN LINK FENCE GROUNDING TABLE					
FENCE DIST. FROM TRANSMISSION LINE	kV	GROUNDING INTERVAL			
0' – 100'	500	200'			
100' – 200'	500	500'			
0' – 100'	345	400'			
100' – 150'	345	1000'			
50' – 100'	230	500'			

2 3/8" ø

Schedule 40

10'-0" 0.C.

STANDARD DRAWING

IF-2040

NO.

12" ø x 3'-0"

Vinyl

Slats

Privacy

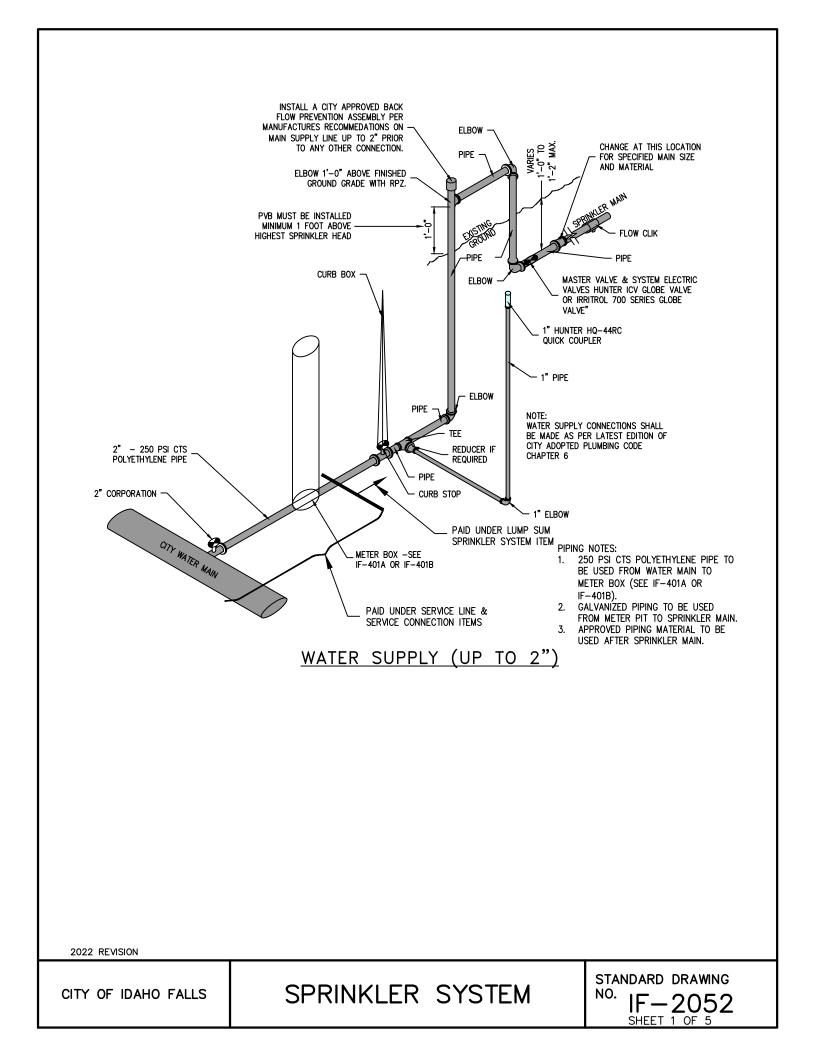
6 Ft.

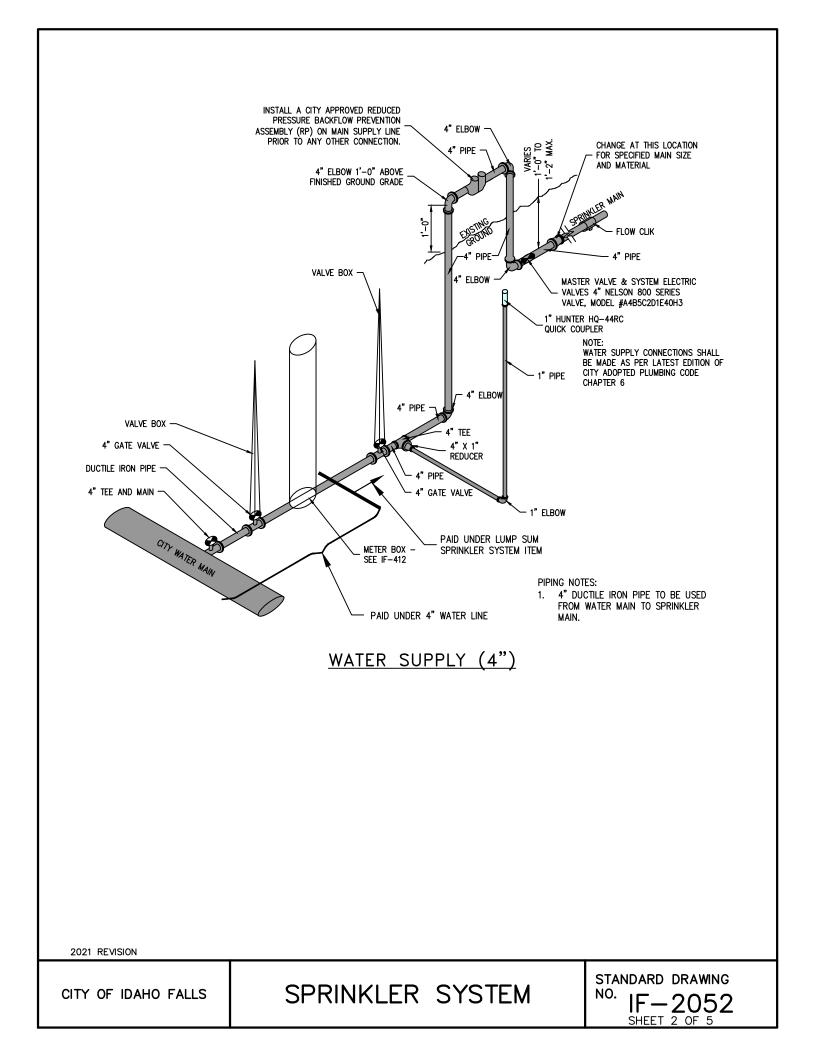
CHAIN LINK FENCE GATE

INFO., NOTES & CHART

2021 REVISION

CITY OF IDAHO FALLS



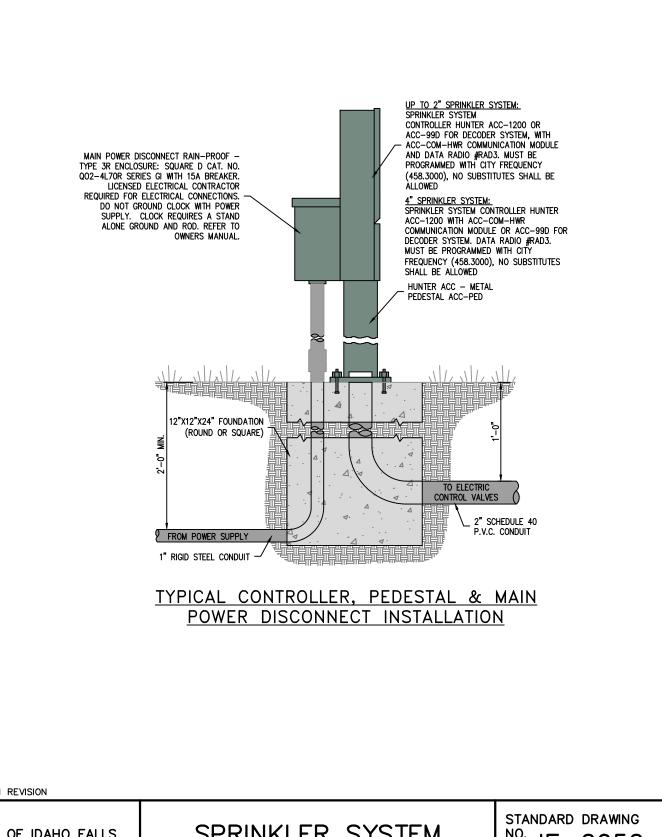


CITY OF IDAHO FALLS

# SPRINKLER SYSTEM





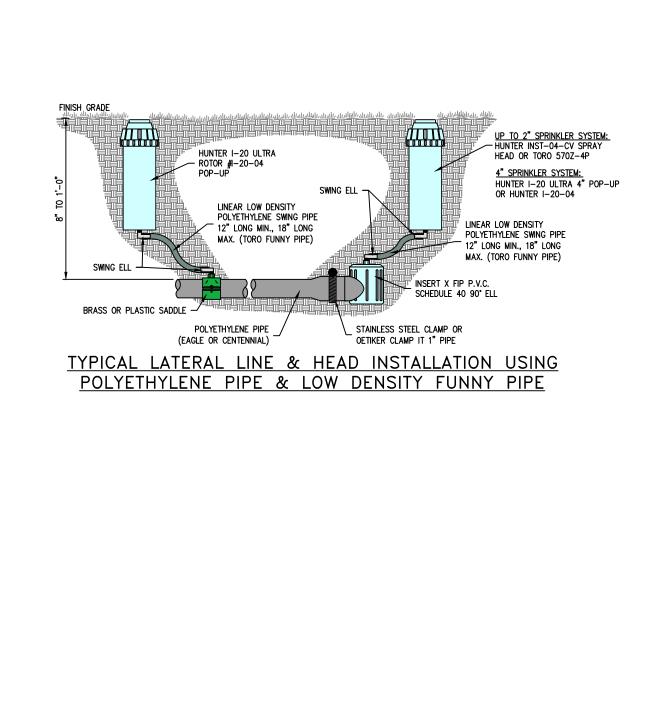


CITY OF IDAHO FALLS

# SPRINKLER SYSTEM







#### SPRINKLER SYSTEM PARTS LIST

- PIPE POLYETHYLENE -
- •• MAIN LINES AND LATERALS - EAGLE OR CENTENNIAL
- LATERALS 1-1/2" OR SMALLER
- SCHEDULE 40 PVC MAIN LINES ONLY ••
- POLYETHYLENE SWING PIPE (FUNNY •• PIPE)
- VALVES (APPROPRIATE SIZE)
- HUNTER ICV GLOBE •• •• IRRITROL 700 SERIES ULTRA FLOW
- FLOW SENSOR BODY HUNTER FCT
- (APPROPRIATE SIZE)
- SADDLES (APPROPRIATE SIZE)
- •• BRASS PLASTIC ..
- SPRAYS
- HUNTER INSTITUTIONAL SPRAY -
- HUNTER INST-04 TORO 570Z-4P-PRX ••
- ••
- SPRINKLERS
- ROTORS HUNTER I-20 ULTRA
- HUNTER I-20 ADV •• HUNTER I-20 36V
- CONTROL WIRE 18 GAUGE BRAIDED (1000 FT. OR LESS) •• •• 14 GAUGE SINGLE STRAND (OVER 1000 FT.)
- PEDESTAL HUNTER ACC-PED
- COMMUNICATION MODULES
- HUNTER ACC-COM-HWR
- DATA RADIO MODEL #RAD3 (RADIO MUST BE PROGRAMMED WITH CITY •• FREQUENCY (458.3000)

#### SPRINKLER SYSTEM PARTS LIST (UP TO 2")

- MAIN VALVE HOOK-UP BALL VALVES (STOP ONLY-APPROPRIATE SIZE)
- BACK FLOW DEVICE CITY APPROVED DEVICE
- PVB OR RPZ FOR LARGER PIPE INSTALLATIONS (APPROPRIATE SIZE)
- CONTROLLER HUNTER ACC-1200 OR . ACC-99D CONTROLLER FOR USE WITH DECODER SYSTEMS

### SPRINKLER SYSTEM PARTS LIST (4'

- MAIN VALVE HOOK-UP 4" GATE VALVE
- BACK FLOW DEVICE CITY APPROVED DEVICE
- CONTROLLER HUNTER ACC-1200 OR ACC-99D FOR DECODER SYSTEM (WITH DECODER WIRE)

#### 2021 REVISION

1.

NOTE:

- SYSTEM ELECTRIC VALVES HUNTER ICV GLOBE VALVE TO 2" OR IRRITROL 700 SERIES ULTRA FLOW VALVE TO 2".
- SENSOR BODY HUNTER FCT SCHEDULE 40 (TEE) 2. SHALL BE INSTALLED DOWNSTREAM FROM MASTER VALVE A DISTANCE 10 TIMES THE DIAMETER OF THE PIPE USED. THE NEXT FITTING (BEND, ELBOW OR TEE) DOWNSTREAM SHALL BE A DISTANCE 5 TIMES THE DIAMETER OF THE PIPE USED. FLOW SENSOR INSIDE TEE SHALL BE HUNTER FLOW SENSOR. NO SUBSTITUTES SHALL BE ALLOWED.
- 3. PRIOR TO INSTALLATION OF SPRINKLER HEADS, OPEN ELECTRIC CONTROL VALVES AND USE FULL HEAD OF WATER TO FLUSH OUT SYSTEM.
- 4. SEPARATE SYSTEMS MUST BE SET UP ON THE BOTTOM OF AREAS FROM THE SYSTEMS ON BERMS, HILLS, AND PONDS.
- IRRIGATION SYSTEMS REQUIRING MORE THAN 12 5. STATIONS SHALL HAVE CONTROLLER EXPANSION MODULE HUNTER ACM-600 (6 STATION INCREMENTS UP TO 42 STATIONS).
- MAIN LINES INSTALLED 1'-0" TO 1'-2" MAXIMUM 6. BELOW GRADE
- ELECTRICAL CONDUIT SHALL BE INSTALLED BY A 7. LICENSED ELECTRICIAN. LOW VOLTAGE IRRIGATION CONTROL WIRE CONDUIT IS EXCLUDED FROM THIS REQUIREMENT
- 8. DECODER SYSTEM MASTER AND ELECTRIC VALVES: ICD-100 DECODER ..
- HFS SENSOR •• ICD-SEN DECODER •• NEEDED FOR USE WITH DECODER WIRE.

## NOTES (UP TO 2"

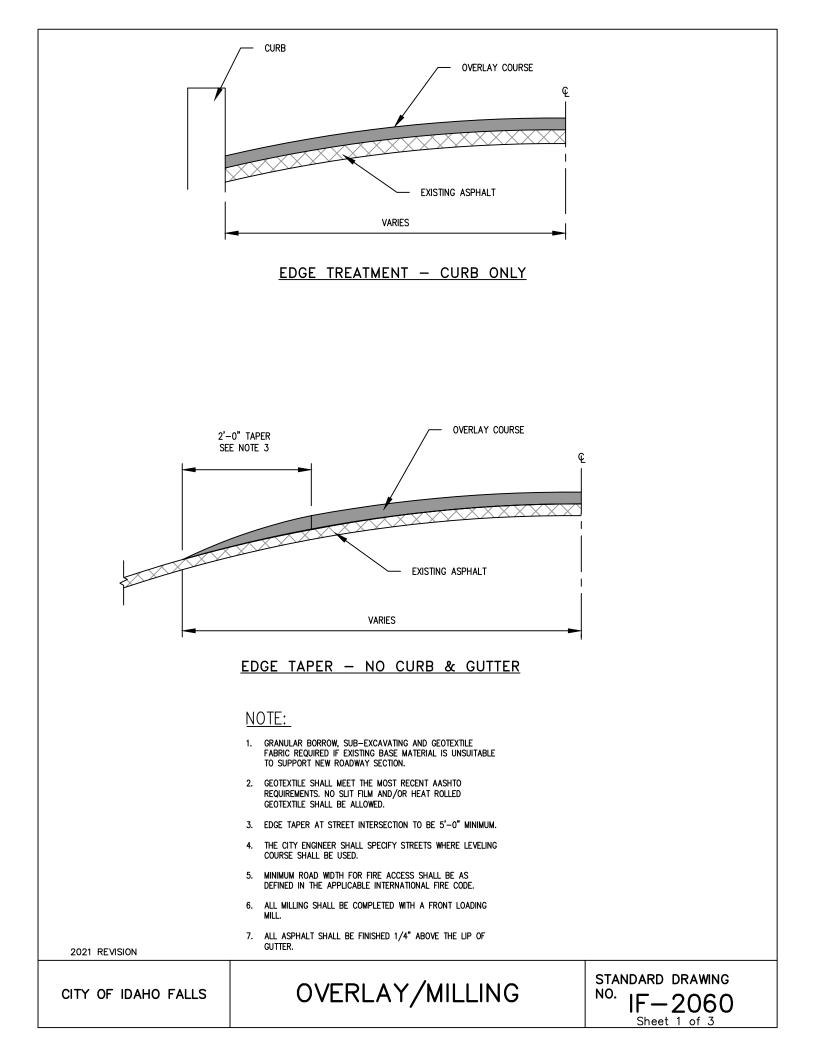
- 1. MASTER VALVE HUNTER ICV GLOBE VALVE TO 2" OR IRRITROL 700 SERIES ULTRA FLOW VALVE TO 2".
- HUNTER ID WIRE 14 AWG DECODER WIRE FOR 2. DECODER SYSTEMS.
- ALL BALL VALVES THAT ARE 24" AND DEEPER 3. SHALL HAVE CURB BOX AND RODS.
- PIPE FROM CURB STOP TO MASTER VALVE SHALL 4. BE COPPER OR GALVANIZED.

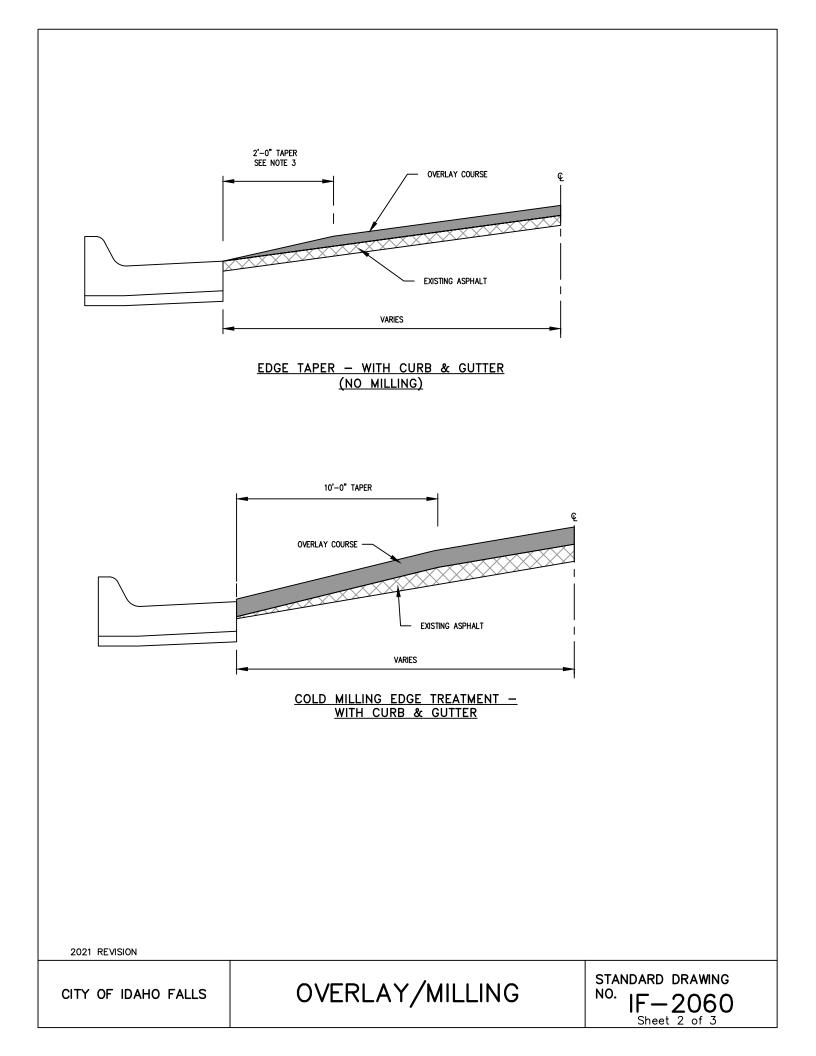
### NOTE (4"):

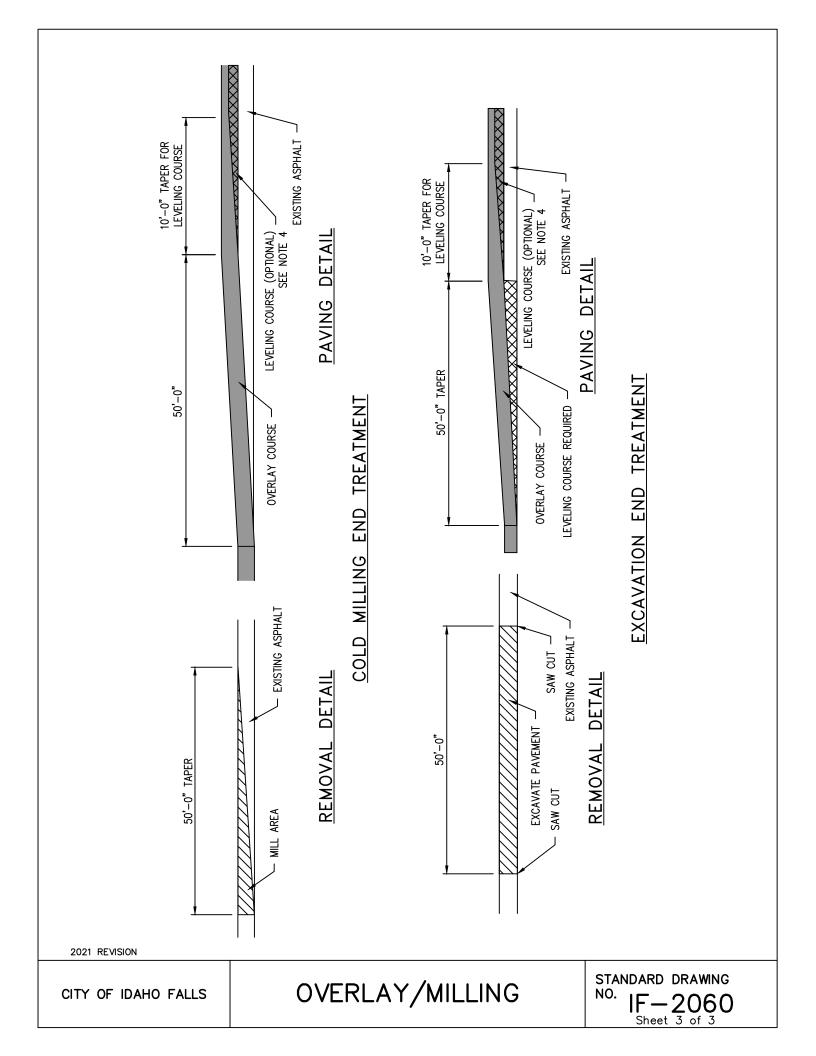
- MASTER VALVE 4" NELSON 800 SERIES VALVE MODEL #A4B5C2D1E40H3.
- CONTROL WIRE SHALL BE 18 GAUGE BRAIDED 2. (1000 FEET LENGTH OR LESS) OR 14 GAUGE SINGLE STRAND (OVER 1000 FEET LENGTH) OR HUNTER ID WIRE 14 AWG DECODER WIRE FOR DECODER SYSTEMS.
- ALL GATE AND BALL VALVES THAT ARE 24" AND DEEPER SHALL HAVE VALVE BOXES OR CURB BOX 3. AND RODS.
- PIPE FROM GATE VALVE TO MASTER VALVE SHALL 4. BE GALVANIZED.
- CITY APPROVED REDUCED PRESSURE PRINCIPLE 5. BACKFLOW PREVENTION ASSEMBLY (RP).

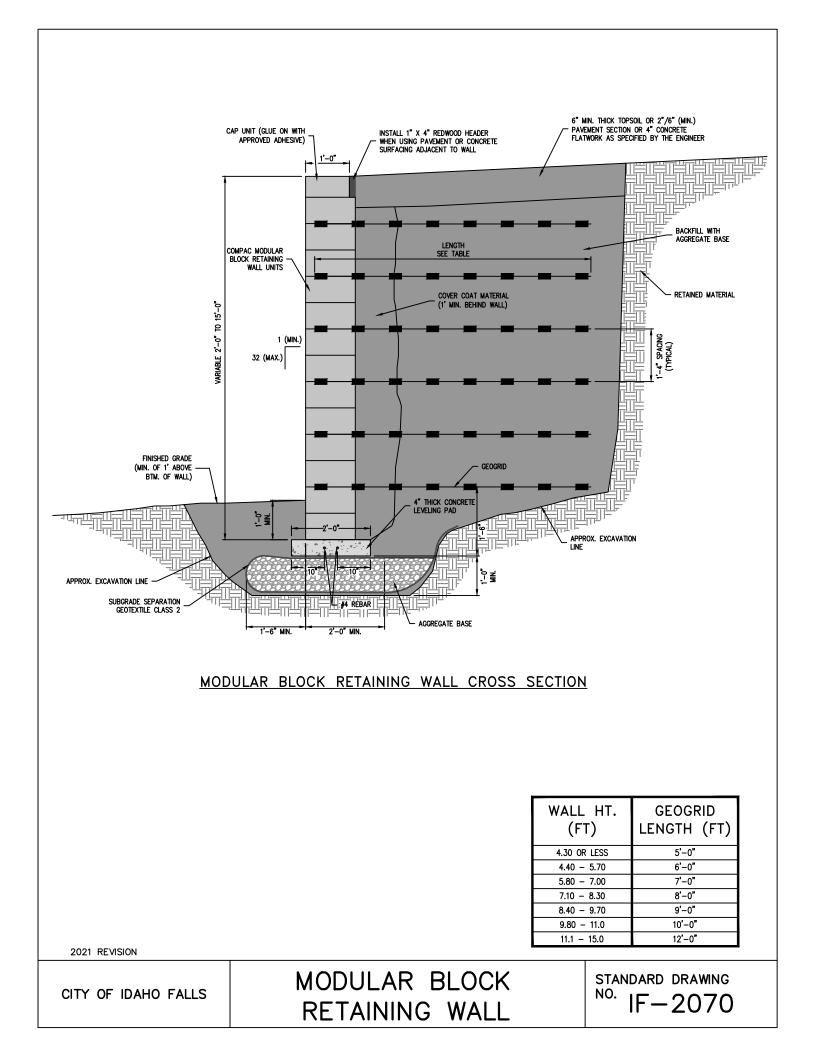
# SPRINKLER SYSTEM

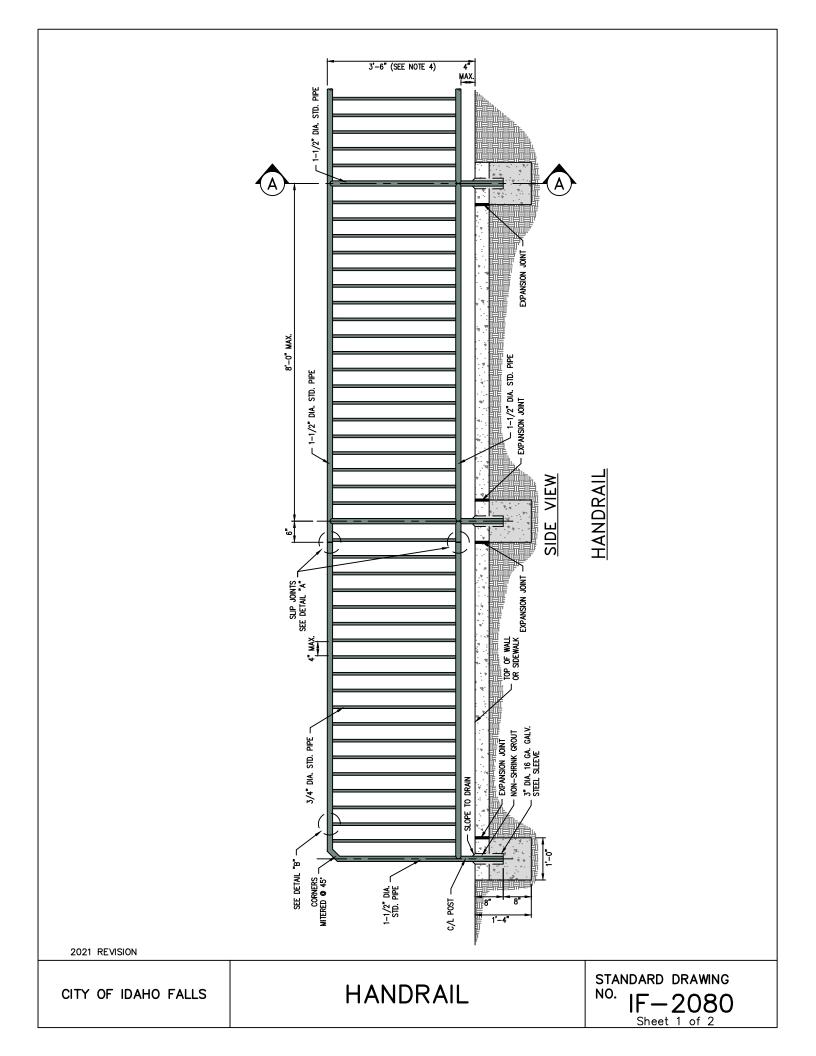


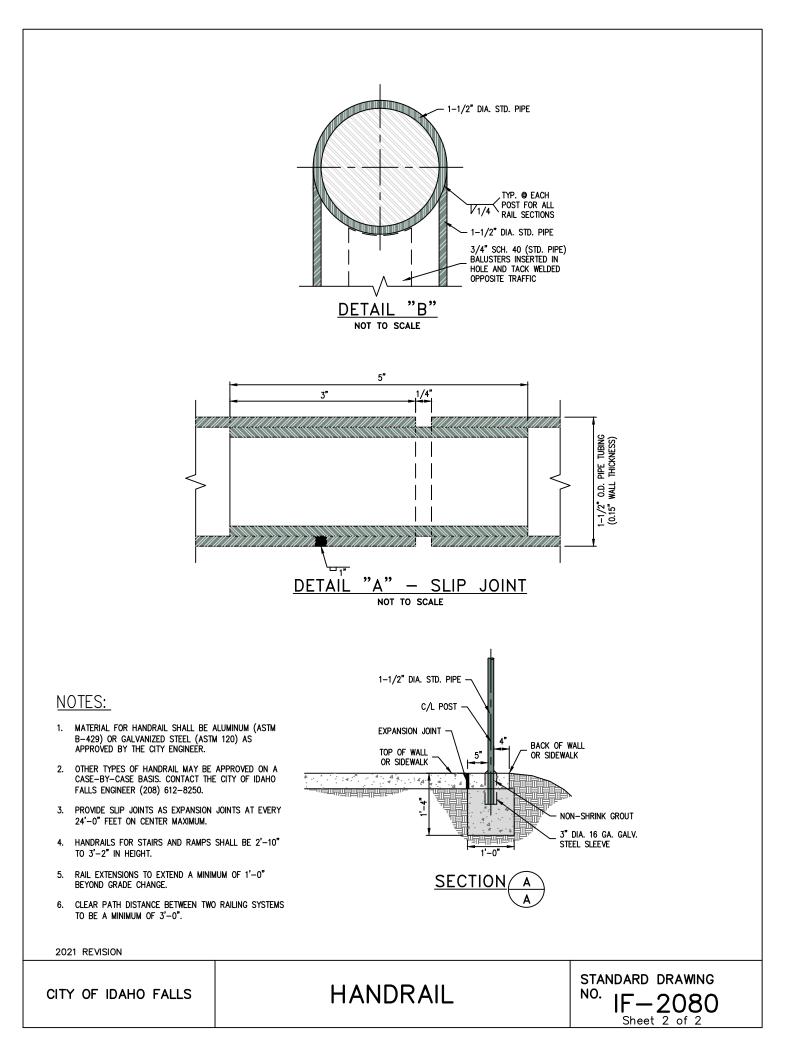














### Memorandum

#### File #: 21-644 **City Council Meeting** FROM: Brad Cramer, Director DATE: Wednesday, September 14, 2022

#### **DEPARTMENT: Community Development Services**

#### Subject

Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Caribou Crossing Townhomes.

#### **Council Action Desired**

□ Ordinance

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

1. Approve the Development Agreement for the Final Plat for Caribou Crossing Townhomes and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

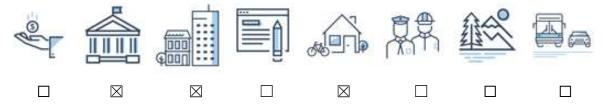
2. Accept the Final Plat for Caribou Crossing Townhomes and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Caribou Crossing Townhomes and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

#### **Description, Background Information & Purpose**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Caribou Crossing Townhomes. The Planning and Zoning Commission considered this item at its June 7, 2022, meeting and unanimously voted to recommend approval as presented. Staff concurs with this recommendation.

#### Alignment with City & Department Planning Objectives



Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan and Zoning Ordinance, which include many policies and goals related to Good Governance, Growth, Sustainability, Transportation, and Livable Communities.

#### Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, Survey, and Parks and Rec.

#### Fiscal Impact

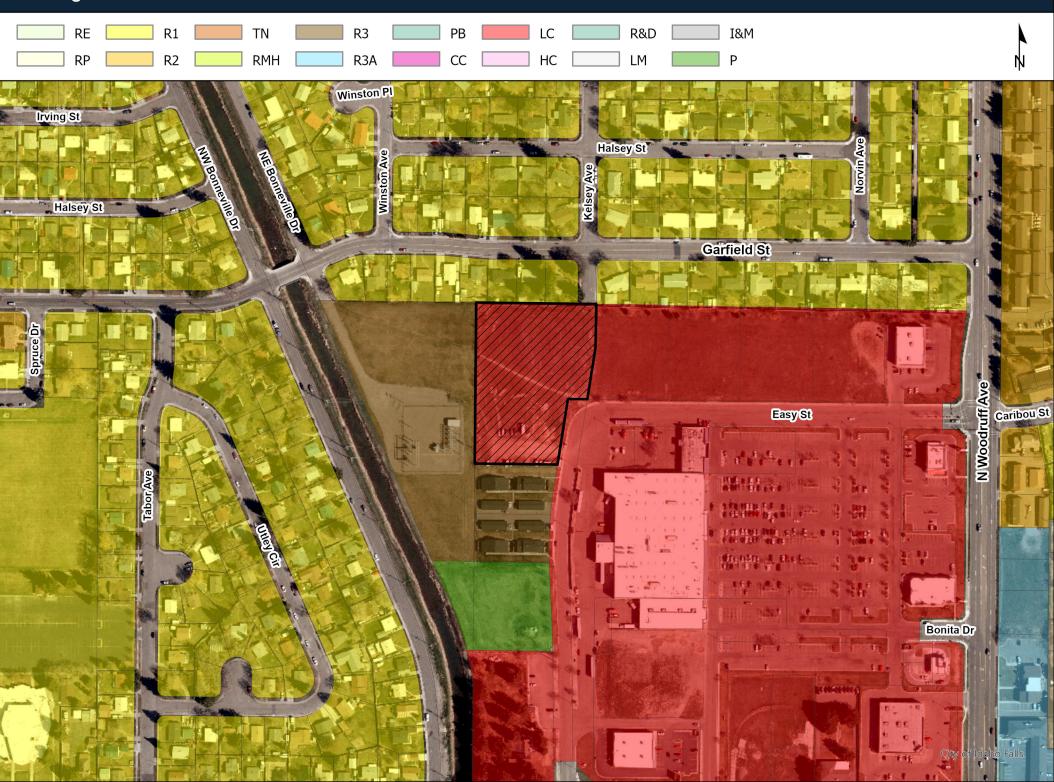
NA

#### Legal Review

This application has been reviewed by the City Attorney's Office pursuant to applicable law

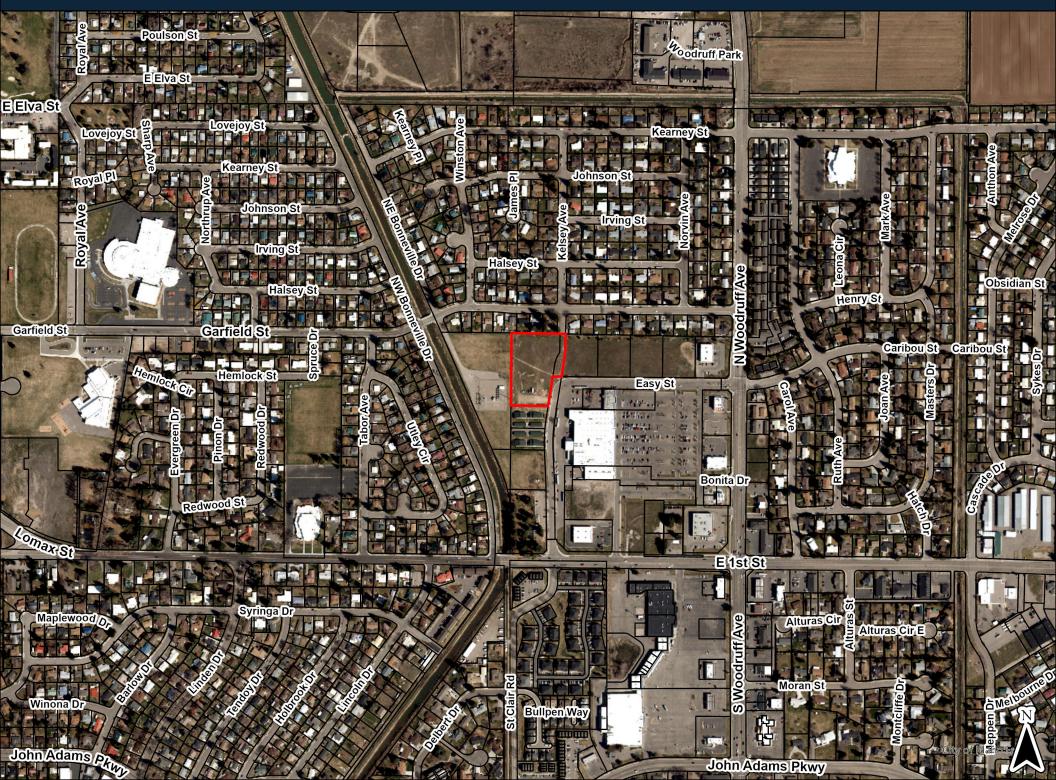
## Zoning

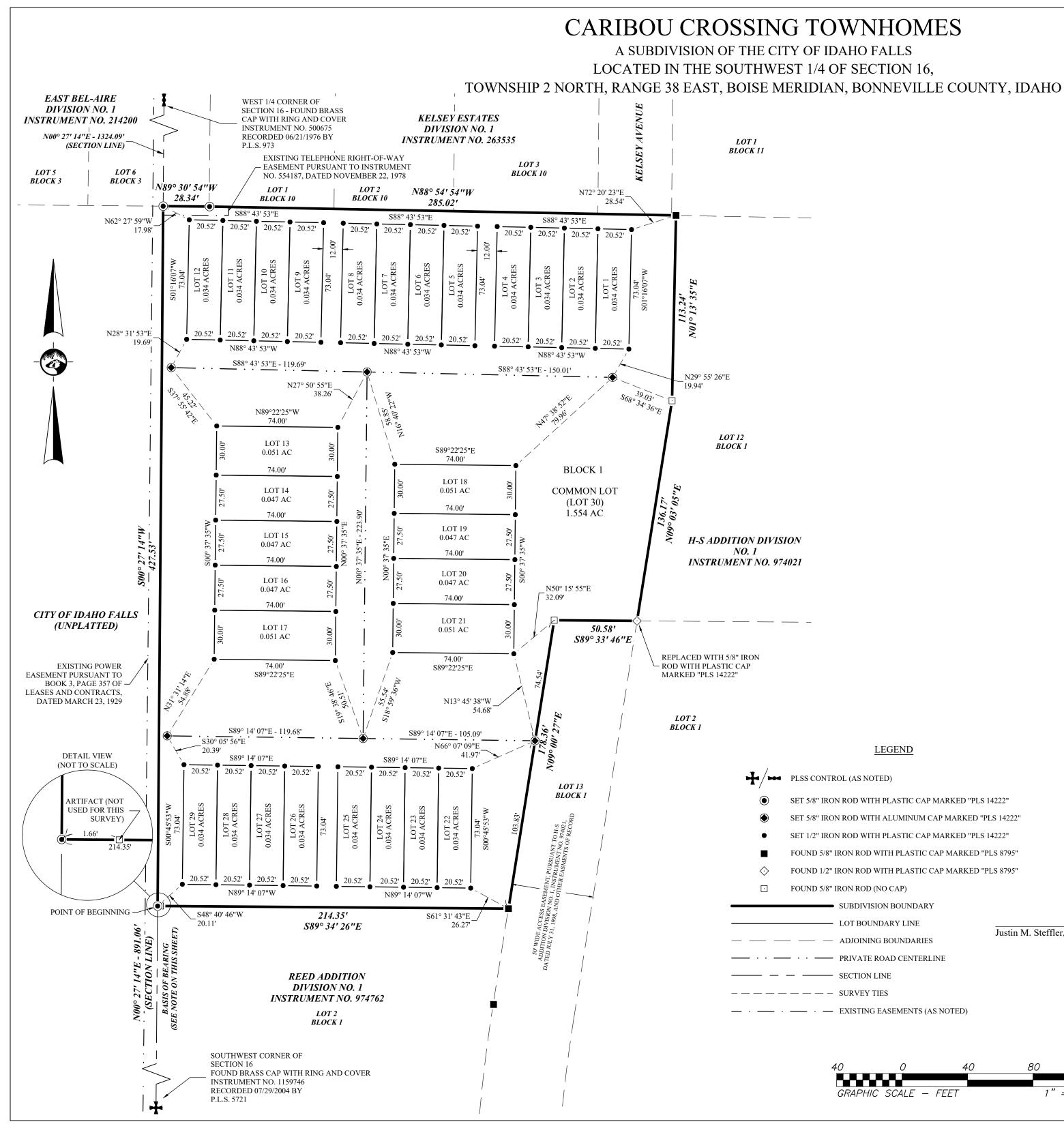
## PLAT21-013

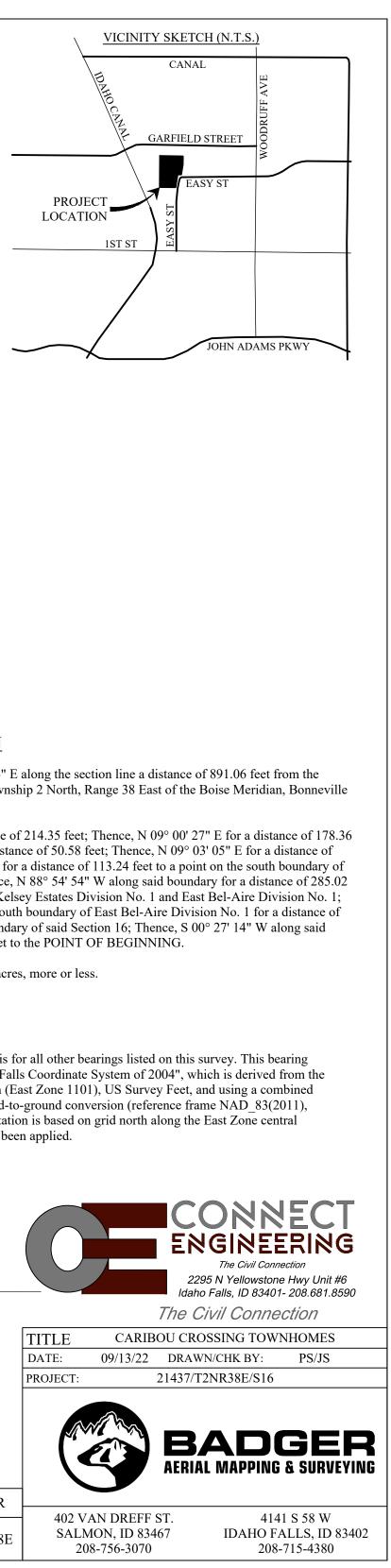


Aerial

### PLAT22-013







#### BOUNDARY DESCRIPTION

BEGINNING at a point N 00° 27' 14" E along the section line a distance of 891.06 feet from the Southwest Corner of Section 16, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho:

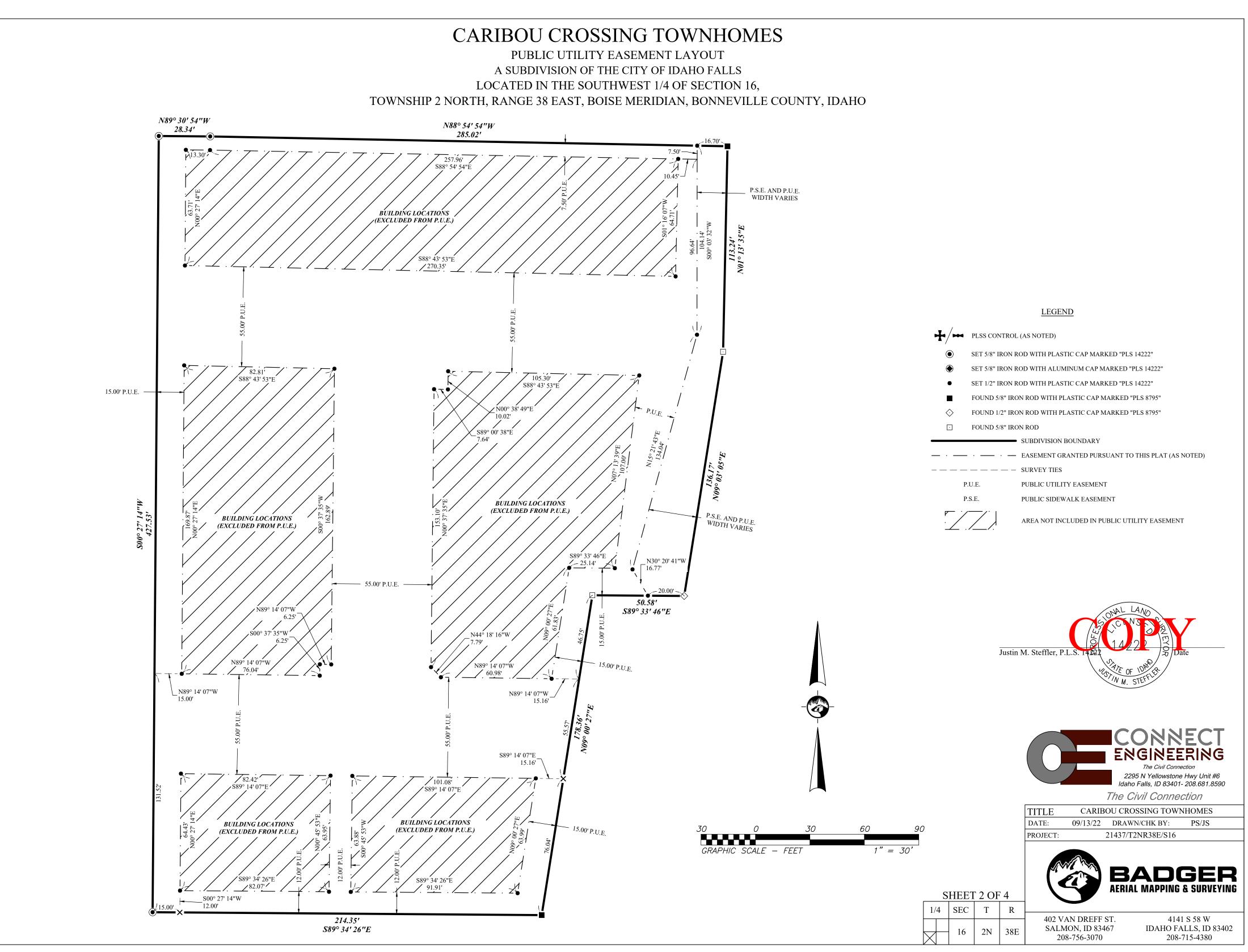
Thence, S 89° 34' 26" E for a distance of 214.35 feet; Thence, N 09° 00' 27" E for a distance of 178.36 feet; Thence, S 89° 33' 46" E for a distance of 50.58 feet; Thence, N 09° 03' 05" E for a distance of 136.17 feet; Thence, N 01° 13' 35" E for a distance of 113.24 feet to a point on the south boundary of Kelsey Estates Division No. 1; Thence, N 88° 54' 54" W along said boundary for a distance of 285.02 feet to the common corner between Kelsey Estates Division No. 1 and East Bel-Aire Division No. 1; Thence, N 89° 30' 54" W along the south boundary of East Bel-Aire Division No. 1 for a distance of 28.34 feet to a point on the west boundary of said Section 16; Thence, S 00° 27' 14" W along said boundary for a distance of 427.53 feet to the POINT OF BEGINNING.

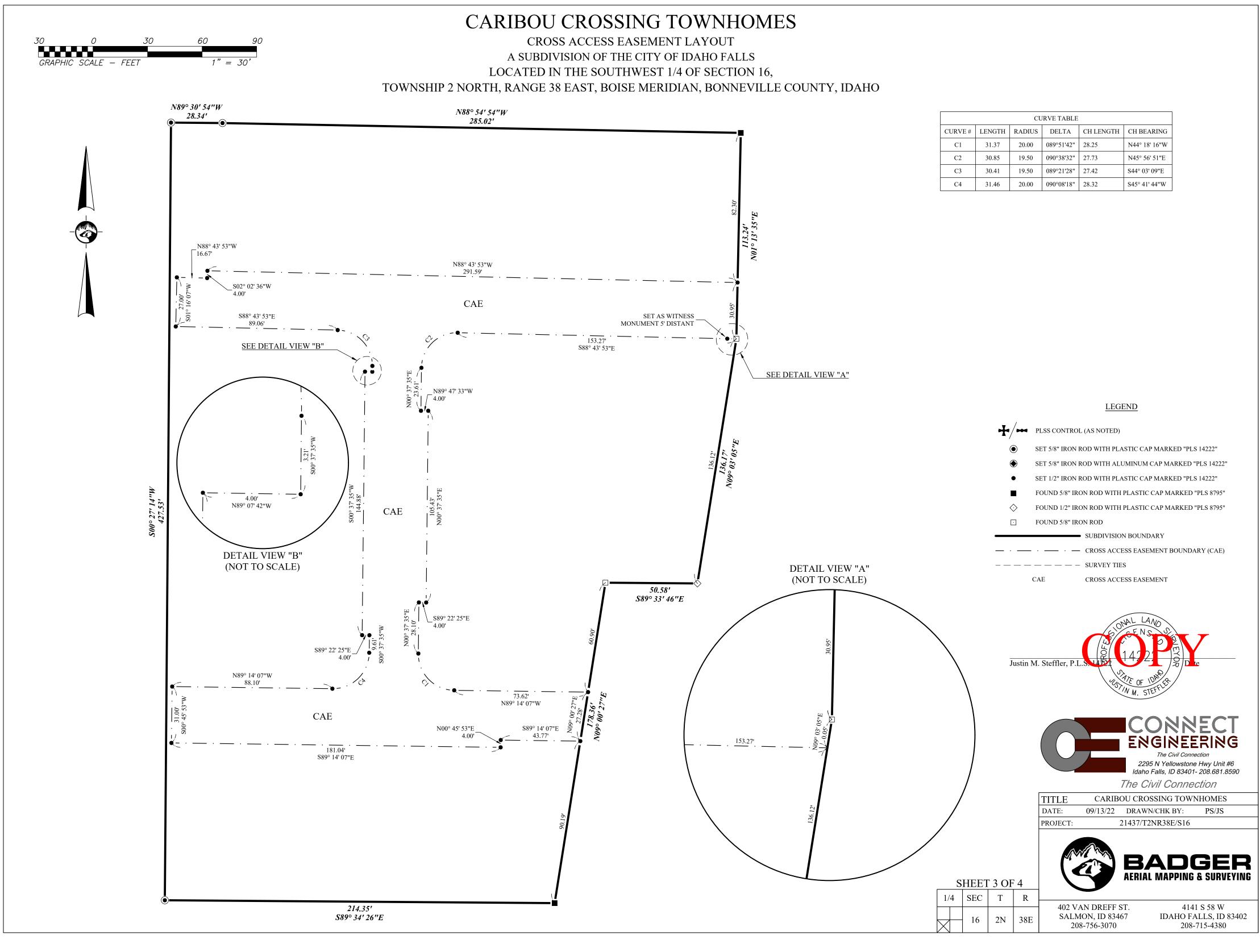
Described boundary contains 2.679 acres, more or less.

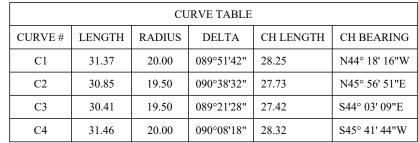
### BASIS OF BEARING NOTE

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.

	FOUND 5/8 IKON KOD WITH FLASHC CAF WAKKED	LS 8/93					
$\diamond$	FOUND 1/2" IRON ROD WITH PLASTIC CAP MARKED "F	PLS 8795"					J&&E
$\overline{}$	FOUND 5/8" IRON ROD (NO CAP)		ONAL LAND				GINEER
	SUBDIVISION BOUNDARY		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~				The Civil Connection
	LOT BOUNDARY LINE	Justin M. Steffler, P.L.	14_22	Z Late			5 N Yellowstone Hwy Falls, ID 83401- 208
	— — ADJOINING BOUNDARIES	Justin W. Sterner, P.L.S. 19222	\vv/			The Ci	vil Connectic
· · -	PRIVATE ROAD CENTERLINE	20	STIN M. STEFFLER	/	TITLE	CARIBOU CROS	SING TOWNHC
	— — SECTION LINE		M. SIL		DATE: (	09/13/22 DRAWN	/CHK BY: P
	— — — — — SURVEY TIES				PROJECT:	21437/T21	NR38E/S16
	· · EXISTING EASEMENTS (AS NOTED)		SHEET	1 OF 4			ADG MAPPING & S
	40 0 40	80 120	1/4 SEC	T R			
	GRAPHIC SCALE — FEET	1" = 40'		2N 38E	SALMO	N DREFF ST. N, ID 83467 756-3070	4141 S 5 IDAHO FALL 208-715







#### **OWNER'S DEDICATION**

Know all men by these presents: that the undersigned HIF CARIBOU LLC, an Idaho Limited Liability Company, is the lawful OWNER of the tract of land included within the boundary description shown hereon and has caused the same to be platted and divided into blocks, lots, and streets, which plat shall hereafter be known as CARIBOU CROSSING TOWNHOMES, a subdivision of the City of Idaho Falls. Bonneville County, Idaho.

Be it further known, that OWNER does hereby dedicate grant and convey to the public, all streets and right-of-ways shown hereon, that OWNER also does hereby grant and convey to the City of Idaho Falls all public easements forever as irrevocable permanent non-exclusive public easements as shown and described hereon.

OWNER does hereby grant and convey to lots 1-29, Block 1, a private cross-access easement as shown hereon, the said private cross-access easement is granted by the mutual consent and agreement between the parties, the adequacy and receipt of which is hereby acknowledged, that the OWNER also does hereby grant, bargain, and convey to the owners of said Lots, hereafter referred to as BENEFITTED CAE HOLDERS, their licensees, invitees, agents, successors, and assigns, the full and free right for said BENEFITTED CAE HOLDERS and said BENEFITTED CAE HOLDERS' tenants, servants, invitees, licensees, and visitors to the private cross-access agreements described herein in common with all persons designated to have a like right at all times hereafter, for ingress and egress and vehicular access, and a perpetual easement for roadway purposes, on and across the property, except for parking, that OWNER also does hereby grant and convey to the City of Idaho Falls forever a non-exclusive irrevocable easement for right-of-way for emergency vehicles and emergency responders, across the cross-access easement.

OWNER, or its heirs, successors or assigns, agree they will construct no permanent structure within or upon any public easement shown hereon, and the City of Idaho Falls and its successors, assigns, permittees or licensees shall also have the right to remove, cut or trim any trees, brush, ornamental shrubbery or plant which may injure or interfere with the use thereof for its intended purposes, and City of Idaho Falls shall have the right, to remove any obstructions on said cross-access easement which may injure or interfere with the City of Idaho Fall's use thereof, such right of removal may be exercised without prior notice to OWNER or OWNER'S heirs, successors, or assigns.

OWNER or its heirs, successors or assigns further agree that they shall not plant any trees, brush, ornamental shrubbery or plants which may hinder the safe and efficient utilization of said easements.

OWNER or its heirs, successors or assigns, further agree that they shall construct no structures or maintain any obstructions on said cross-access easements, including but not limited to gates, barriers, or vehicles of any type.

OWNER or its heirs, successors or assigns, further agree to maintain the said cross-access easements and to remove snow pursuant to the requirements of the International Fire Code §503 as it is amended from time to time, and as adopted by the City of Idaho Falls, Idaho.

OWNER or its heirs, successors or assigns hereby releases the City of Idaho Falls and its successors, assigns, permittees or licensees from any claim for damages, based upon concealed or undisclosed private improvements constructed or permitted to be constructed by OWNER or its successors or assigns within any public easements, subsequent to recording this subdivision, that may be incurred as a result of the City of Idaho Falls and its successors, assigns, permittees or licensees ordinary use of the public easements with due care.

OWNER or its heirs, successors or assigns do hereby warrant and shall defend such dedication and conveyances in the quiet and peaceful possession of the public or the City of Idaho Falls, or each lot owner as the case may be, against said OWNER and its heirs and assigns, and against every person whomsoever who lawfully holds or who later claims to have lawfully held any rights in said estate as of the date hereof.

IN WITNESS WHEREOF, OWNER has hereunto subscribed its seal and signature

this day of , 2022.

HIF CARIBOU LLC

HAVEN IDAHO LLC, AN IDAHO LIMITED LIABILITY COMPANY, ITS MANAGER VISTA NINE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS MANAGER

Justin Ruthenbeck, Manager of Vista Nine, LLC

#### ATTACHED HOMES NOTIFICATION

Lots 1–29, Block 1 are platted for use by attached single unit dwellings as permitted by the Comprehensive Zoning Ordinance. Other residential use types shall be required to meet the standards of the Comprehensive Zoning Ordinance, as it is amended from time to time.

#### **RECORDER'S CERTIFICATE**

I hereby certify that the foregoing plat, CARIBOU CROSSING TOWNHOMES, was filed in the Office of the Recorder of Bonneville County, Idaho

BONNEVILLE COUNTY RECORDER

DATE

## A SUBDIVISION OF THE CITY OF IDAHO FALLS LOCATED IN THE SOUTHWEST 1/4 OF SECTION 16. TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO

DRINKING WATER SYSTEM CERTIFICATE

Pursuant to I.C. §50-1334, the OWNER does hereby certify that all lots shown on this plat are eligible to receive water from the City of Idaho Falls municipal water system, and said City has agreed in writing to provide culinary water service to said lots pursuant to the provisions of Title 8, Chapter 4 of the Idaho Falls City Code, as amended from time to time.

IN WITNESS WHEREOF, OWNER has hereunto set its signature this day of , 2022.

HIF CARIBOU LLC

### **IRRIGATION WATER RIGHTS STATEMENT**

receive a water right.

Sanitary restrictions as required by I.C. §50-1326 have been satisfied based on the Department of Environmental Quality (DEQ) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with I.C. §50-1326, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

TREASURERS CERTIFICATE

Date:

#### ACKNOWLEDGMENT

STATE OF

COUNTY OF

, 2022, before me the undersigned, a notary public in and for said state, personally appeared On this day of JUSTIN RUTHENBECK, known or identified to me, to be a manager of the limited liability company of VISTA NINE, LLC, which limited liability company is the manager of HAVEN IDAHO LLC, which limited liability company is the manager of HIF Caribou LLC and the person who subscribed said limited liability company's name to the foregoing OWNER'S Dedication and Drinking Water System Certificate and acknowledged to me that he executed the same in said limited liability company's name as a person authorized to bind such limited liability company.

written

Notary Public for the State of

Residing at:

Commission Expiration Date:

## CARIBOU CROSSING TOWNHOMES

HAVEN IDAHO LLC, AN IDAHO LIMITED LIABILITY COMPANY, ITS MANAGER VISTA NINE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS MANAGER

Justin Ruthenbeck, Manager of Vista Nine, LLC

Water rights and assessment obligations are not appurtenant to the lands included within this plat. Lots within this subdivision will not

### HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

ENVIRONMENTAL HEALTH SPECIALIST, REHS

Date:

I, the undersigned County Treasurer in and for the County of Bonneville, State of Idaho, pursuant to the requirements of I.C. §50-1308, do hereby certify that all County property taxes due for the property included in the Boundary Description shown hereon are current.

BONNEVILLE COUNTY TREASURER

:SS

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and the year in this certificate first above

### CITY'S ACCEPTANCE

day of , 202

MAYOR

CITY ENGINEER KENT J. FUGAL, PE 9247

### SURVEY NARRATIVE

- 1. The purpose of this survey is to plat the target parcel for development.
- completeness.
- (Instrument No. 1601221).

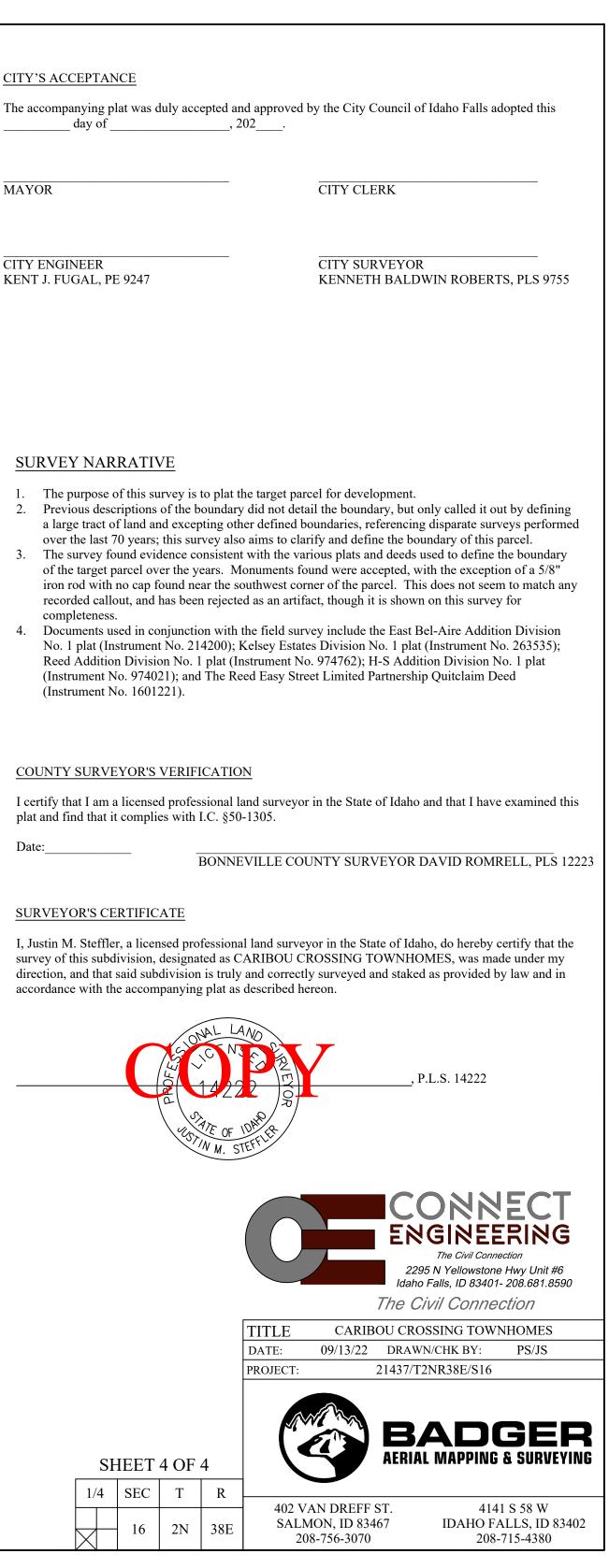
#### COUNTY SURVEYOR'S VERIFICATION

plat and find that it complies with I.C. §50-1305.

Date:

### SURVEYOR'S CERTIFICATE

accordance with the accompanying plat as described hereon.



#### STAFF REPORT Final Plat Caribou Crossing September 22, 2022



Community Development Services

Applicant: Connect Engineering

**Project Manager:** Naysha Foster

**Location:** Generally located north of 1<sup>st</sup> St, east of NW Bonneville Dr, south of Garfield St, west of N Woodruff Ave.

Size: 2.679 acres Total Lots: 30 Buildable Lots: 29 Common Lots: 1

Existing Zoning: LC North: R1 South: R3 East: LC West: R3

**Existing Land Uses:** Site: Vacant North: Residential South: Residential East: Vacant West: Vacant

Future Land Use Map: General Urban

#### Attachments:

- 1. Subdivision and Zoning Ordinance Requirements
- 2. PUD Standards
- 3. Maps and aerial photos
- 4. Final Plat

**Requested Action:** To **approve** the Final Plat for Caribou Crossing Townhomes.

**History:** The property was recommended to be annexed in December with an initial zone LC by the Planning and Zoning Commission. City Council approved the annexation and proposed zoning on January 27, 2022. A PUD was recommended for approval by Planning and Zoning on February 15, 2022, and was approved by City Council on May 26, 2022.

**Staff Comments:** The application for the final plat was submitted on April 20, 2022. There will be 29 buildable lots and 1 common lot. Private drive aisles were proposed with the PUD and will access Easy Street, a private street. Lot sizes comply with the standards for the PUD in the Zoning ordinance.

**Staff Recommendation:** Staff recommends approval of the final Plat for Caribou Crossing to the Mayor and City Council. The final plat conforms to the requirements outlined in section 11-26(W) of the Zoning Ordinance, the approved PUD, and the Subdivision Ordinance.

#### 10-1-5: GENERAL SUBDIVISION STANDARDS (F):

(1) Each lot shall be arranged so that the lot meets all qualifications necessary to secure a City building permit.

(2) Lot dimensions shall conform to the minimum standards in the Zoning Ordinance.

#### Subdivision Ordinance: Boxes with an "X" indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	Х
Lot dimensions conform to the minimum standards of Zoning Ordinance.	Х
Lots have full frontage on, and access to, a dedicated street.	N/A
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	N/A
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	Х
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	Х
All property within the subdivision shall be included within a lot or area dedicated for public use.	Х
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	N/A
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	N/A
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	Х
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	N/A
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Private Drive aisles

#### **Zoning Ordinance:**

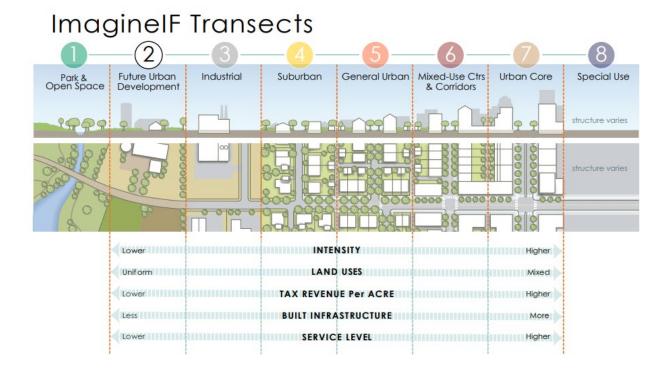
#### 11-3-5: PURPOSE OF COMMERCIAL ZONES

(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.

CC	PB	LC	HC
	50	•	50
	20	20*	20
		*	
		*	
7*	15	20*	20*
10	10	20/10	30/10
	•	*	
	80	80	
	7*	50       20       7*       10       *	50     *       20     20*       *     *       7*     15       10     10       *       *

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

(Ord. 3233, 12-20-18) (Ord. 3277, 10-10-19)





#### 5. General Urban

Snapshot: The General Urban Transect denotes residential areas with a mix of commercial and service uses convenient to residents. These areas contain a wide variety of housing types, generally including small single-units, duplexes, triplexes, fourplexes, courtyard apartments, bungalow courts, townhouses, multiplexes and live-work units. Lot sizes are smaller and more compact than suburban areas. These areas could also include, parks, schools, churches and commercial services. These areas have highly connective street patterns, similar to the traditional grid-pattern that encourages bicycle and pedestrian usage. These areas should be near an existing or part of a new walkable center.

Local examples: Bonnavista Addition, Johns Height Subdivision, Jennie Lee Addition, Bell-Aire, Linden Park, Linden Trails, Falls Valley 7:00 p.m.

**Planning Department** 

<u>MEMBERS PRESENT:</u> Commissioners Joanne Denney, George Morrison, Glen Ogden, Brent Dixon (late 7:15 p.m.) Kristi Brower (via Webex), Arnold Cantu (via Webex) Lindsey Romankiw (via Webex)

MEMBERS ABSENT: Margaret Wimborne

**ALSO PRESENT:** Assistant Planning Director Kerry Beutler; planner Caitlin Long, Naysha Foster, Assistant City Attorney Michael Kirkham, Esq. and interested citizens.

**<u>CALL TO ORDER</u>**: Joanne Denney called the meeting to order at 7:00 p.m.

<u>**CHANGES TO AGENDA:**</u> Applicant for Item No. 7, has withdrawn the application (Plat 22-017: Final Plat for Bentley Subdivision No. 1.

**<u>MINUTES</u>**: Morrison had 3 typos to modify. **Ogden moved to accept the minutes of May 3**, **2022, Morrison seconded the motion. Denney called for roll call vote: Romankiw, yes; Cantu, yes; Brower, yes; Morrison, yes; Ogden, yes. The motion passed unanimously.** 

#### **Business:**

## 5. PLAT 20-0: FINAL PLAT for Caribou Crossing Townhomes Planned Unit Development.

Applicant: Barry Bane, Connect Engineering, 2295 N. Yellowstone, Suite 6, Idaho Falls, Idaho. Bane stated that this was recently annexed and zoned LC. Bane stated this is behind WinCo. Bane stated that PUD was brought before the Planning Commission for approval and has now been approved by City Council. Bane stated that this Plat conforms with the PUD for attached single family that will have individually sold townhomes on the property. Bane stated that they will have public utility easements through the site. Bane stated that on the PUD there was a connection on the east side to connect to the sidewalk to the north to allow pedestrian connectivity to WinCo. Bane stated that there are 29 buildable lots on 2 acres.

Ogden asked about access points. Bane indicated that the access will be off of Easy Street, that is north of WinCo. Bane confirmed that there is no access from the north from Kelsey, and there is an 8' wall that stops the street.

Dixon confirmed that there is no road access to the west. Bane agreed and stated that to the west is City owned property. Bane stated that there has been talk about working on a park, but even if a park went there, they wouldn't connect the road because through traffic is not a good idea through the private development.

Morrison asked how they allowed a wall to stop connectivity to Kelsey. Dixon indicated that the wall was part of the agreement to have WinCo go in and it was a deal with the neighbors to provide an 8' cinder block wall.

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

Dixon asked if the properties will be sold off separately. Bane stated that they are individual single-family homes that are attached. (Townhomes).

Dixon moved moved to recommend to the Mayor and City Council approval of the Final Plat for Caribou Crossing Townhomes Planned Unit Development, Ogden seconded the motion. Denney called for roll call vote: Romankiw, yes; Brower, yes; Cantu, yes; Ogden, yes; Morrison, yes; Dixon, yes. The motion passed unanimously.

#### REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

# FINAL PLAT CARIBOU CROSSING TOWNHOMES, LOCATED GENERALLY NORTH OF E 1<sup>ST</sup> ST, EAST OF NW BONNEVILLE DR, SOUTH OF GARFIELD ST, WEST OF N WOODRUFF AVE.

WHEREAS, the applicant filed an application for a final plat on April 20, 2022; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 7, 2022; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 22, 2022; and

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

#### I. RELEVANT CRITERIA AND STANDARDS

- 1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls 2022 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
- 2. The final plat is a 2.679 acre parcel located generally north of E 1<sup>st</sup> St, east of NW Bonneville Dr, south of Garfield St, and west of N Woodruff Ave.
- 3. The property is currently zoned LC, Limited Commercial.
- 4. The final plat consists of 29 buildable lots and 1 common lot.
- 5. A PUD was approved for this development and the plat is consistent with the PUD.
- 6. All streets within the final plat will be private.
- 7. The final plat complies with the requirements of both the Subdivision and Zoning Ordinance of the City of Idaho Falls and the approved PUD.

#### II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat for Caribou Crossing Townhomes.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022

Rebecca L. Noah Casper, Mayor

#### DEVELOPMENT AGREEMENT CARIBOU CROSSING TOWNHOMES

This DEVELOPMENT AGREEMENT CARIBOU CROSSING TOWNHOMES ("AGREEMENT"), made this \_\_\_\_\_\_day of \_\_\_\_\_\_, 2022, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and HIF CARIBOU, LLC., a limited liability company ("DEVELOPER"), whose mailing address is 521 N. 10<sup>th</sup> Avenue, Caldwell, Idaho 83605.

#### WITNESSETH:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and,

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and,

WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and,

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and,

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and,

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference, and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain the property dedicated to CITY on the Subdivision plat and all public facilities and improvements shown in the Improvement Plans for the Subdivision. 2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the

timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

Corrected Improvement Plans. Prior to acceptance of any phase or division of the 6. Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-ofway within the Subdivision and shall execute and record an instrument documenting such acceptance and that also references the recording information for this AGREEMENT and thereby releasing the Subdivision, or the accepted portion thereof, from the encumbrances of this AGREEMENT. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby respectively warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns, respectively, and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises by or through DEVELOPER and DEVELOPER's successors or assigns, respectively, as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho, commencing on the date the unpaid amount is declared immediately due and written demand therefor is delivered to DEVELOPER.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by

construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT up to the date the final Subdivision plat

for this Subdivision is recorded. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for any other commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;

B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;

C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;

D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and

F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording and Recording Fees. CITY may record this AGREEMENT with the

Bonneville County Recorder's office and prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall: (i) include a statement on the Subdivision plat that the property subject to this AGREEMENT has been excluded from the applicable irrigation district and reference the district's exclusion order by recording date and instrument number; or (ii) obtain a certification upon the Subdivision plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall contain a statement certifying that the property subject to this AGREEMENT has been excluded from the irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision or the water rights for all property within the Subdivision have been transferred from such property and that all liens and assessments of such water delivery entity have been satisfied and released.

22. Compliance With Applicable Law and Regulation. DEVELOPER agrees to comply with all applicable rules, regulations, Ordinances, Resolutions, statutes or administrative laws having applicability to development to this Subdivision and or phase of this Subdivision including, of those of CITY, Bonneville County, the State of Idaho, the United States of America, or any agency or political subdivisions thereof having jurisdiction over the Subdivision and to obtain any permits, licenses, permissions, authorizations, etc., that are required for such development.

23. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Stand Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United

States District Court for the District of Idaho.

26. Anti-Boycott Against Israel Act. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars (\$100,000) and DEVELOPER employs ten (10) or more persons, DEVELOPER certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

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

28. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

29. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

INWITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

ATTEST:

### CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

Ву\_\_\_\_\_

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

HIF CARIBOU, LLC

7 ustin Ruthenbeck, Partner

STATE OF IDAHO ) ) ss. County of Bonneville )

On this \_\_\_\_\_\_day of \_\_\_\_\_\_, 2022, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

(Seal)

Notary Public of Idaho Residing at:

My Commission Expires:

STATE OF IDAHO ) ) ss: County of \_\_\_\_\_ )

On this \_\_\_\_\_\_day of \_\_\_\_\_\_, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared Justin Ruthenbeck, known or identified to me to be an authorized signator of HIF Caribou, LLC, and whose name is subscribed to the within instrument and acknowledged to protect that they are authorized to execute the same for and on behalf of said company.

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

(Seal)

Notary Public of	Idaho
Residing at:	
My Commission	Expires:

a o

#### EXHIBIT "A" PROPERTY

#### LEGAL DESCRIPTION

#### CARIBOU CROSSING TOWNHOMES

BEGINNING at a point N 00° 27' 14" E along the section line a distance of 891.06 feet from the

Southwest Corner of Section 16, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho:

Thence, S 89° 34' 26" E for a distance of 214.35 feet; Thence, N 09° 00' 27" E for a distance of 178.36 feet; Thence, S 89° 33' 46" E for a distance of 50.58 feet; Thence, N 09° 03' 05" E for a distance of 136.17 feet; Thence, N 01° 13' 35" E for a distance of 113.24 feet to a point on the south boundary of Kelsey Estates Division No. 1; Thence, N 88° 54' 54" W along said boundary for a distance of 285.02 feet to the common corner between Kelsey Estates Division No. 1 and East Bel-Aire Division No. 1; Thence, N 89° 30' 54" W along the south boundary of East Bel-Aire Division No. 1 for a distance of 28.34 feet to a point on the west boundary of said Section 16; Thence, S 00° 27' 14" W along said boundary for a distance of 427.53 feet to the POINT OF BEGINNING.

Described boundary contains 2.679 acres, more or less.

#### EXHIBIT "B"

### SPECIAL CONDITIONS CARIBOU CROSSING TOWNHOMES

<u>S.C. 1.00</u> Traffic Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations as directed by CITY's Engineer.

<u>S.C. 2.00 Existing Infrastructure.</u> When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by Pacificorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by Pacificorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER after annexation.

S.C. 3.00 Water Line Connection in Easy Street. CITY agrees to allow DEVELOPER to connect to the water main located in Easy Street, subject to DEVELOPER's payment of the water main connection fees in the amount of Ten Thousand Fifty-Three Dollars and Ten Cents (\$10,053.10; 229 feet currently at \$43.90 per foot), upon execution of this AGREEMENT, pursuant to Section 8-4-14 (C) of the City Code. Pursuant to section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

<u>S.C. 4.00 Sewer Main Connection Fee Easy Street.</u> CITY agrees to allow DEVELOPER to connect to the sewer previously constructed within the Subdivision, subject to DEVELOPER's payment of the sewer main connection charge pursuant to section 8-1-23(C) of the City Code in the amount of Five Thousand Eight Hundred Eighty-Five Dollars and Thirty Cents (\$5,885.30; 229 feet; currently at \$25.70 per foot). Mainline connection fee costs will be adjusted accordingly in the event that the connections are not made at time when CITY Fee Resolution reflects the rate referenced herein. Pursuant to section 8-1-23(B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to CITY sewer system. Such fees shall be paid in the amounts and manner set forth in such Code Section.

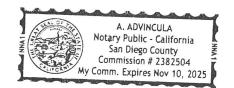
**S.C. 5.00** Storm Drainage. Storm Drainage shall be designed and constructed as shown on the approved Site Plan, and drain to the existing CITY pond south of the Subdivision. The existing storm pond has adequate storage to accommodate the storm water from this Site.

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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A notary public or other officer completing this co	ertificate verifies only the identity of the individual who signed the document truthfulness, accuracy, or validity of that document.
State of California SAN DIEGO County of	
On 08 29 2022 befor	e me, A.ADVINCULA, NOTARY PUBLIC
personally appeared <u>JUSTIN</u>	Here Insert Name and Title of the Officer
	Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. ł.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTIC	JNAL
Completing this information can d fraudulent reattachment of this f	leter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document:	
Document Date: Signer(s) Other Than Named Above:	Number of Pages:
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer – Title(s): Partner – Limited General Individual Attorney in Fact Trustee Guardian of Conservator Other: Signer is Representing:	Signer's Name: □ Corporate Officer - Title(s): □ Partner - □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian of Conservator □ Other.

Signature

©2017 National Notary Association



File #: 21-658	City Council Meeting
FROM: DATE: DEPARTMENT:	Brad Cramer, Director Friday, September 16, 2022 Community Development Services

#### Subject

Resolution approving the Eligibility Report for the Anderson Bush Urban Renewal District

#### **Council Action Desired**

□ Ordinance

Resolution

□ Public Hearing

□ Other Action (Approval, Authorization, Ratification, etc)

Approve the Resolution approving the Eligibility Report for the Anderson Bush Urban Renewal District and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

#### **Description, Background Information & Purpose**

Attached is a resolution approving the Eligibility Report for the Anderson Bush Urban Renewal District. This is the first step required by Idaho Statute in creating a new urban renewal district. The report reviews the criteria for establishing a district and determines which of the criteria are met for the site. The statute requires that only one of the criteria be met. If the Council approves the report, the Idaho Falls Redevelopment Agency (IFRA) will then be authorized to draft an urban renewal district plan, which will also come back for Council approval. The IFRA board reviewed this report on August 25, 2022 and approved the document. It is now being presented for Council approval.

#### Alignment with City & Department Planning Objectives



The policies in the plan are consistent with many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

#### Interdepartmental Coordination

NA

#### **Fiscal Impact**

NA

#### Legal Review

The City Attorney's Office has reviewed the resolution.

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, DETERMINING A CERTAIN AREA WITHIN THE CITY TO BE A DETERIORATED AREA AND/OR A DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018(8), (9) AND 50-2903(8); DIRECTING THE URBAN RENEWAL AGENCY OF THE CITY OF IDAHO FALLS, ALSO KNOWN AS THE IDAHO FALLS REDEVELOPMENT AGENCY, TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN SUBJECT TO CERTAIN CONDITIONS, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS FOR ALL OR PART OF THE AREA; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, on July 6, 1966, the Idaho Falls City Council (the "City Council") and the Mayor of Idaho Falls, Idaho, created the Urban Renewal Agency of the City of Idaho Falls, Idaho, also known as the Idaho Falls Redevelopment Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the "Act"), a duly created and functioning urban renewal agency for Idaho Falls, Idaho, hereinafter referred to as the "Agency;" and

WHEREAS, the City Council, on October 14, 2004, after notice duly published, conducted a public hearing on the River Commons Urban Renewal Plan (the "River Commons Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2256 on October 14, 2004, approving the River Commons Plan and making certain findings; and

WHEREAS, the City Council, on December 11, 2014, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project (the "Eagle Ridge Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2978 on December 11, 2014, approving the Eagle Ridge Plan and making certain findings; and

WHEREAS, the City Council, on November 9, 2017, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project (the "Jackson Hole Junction Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3142 on November 9, 2017, approving the Jackson Hole Junction Plan and making certain findings; and

WHEREAS, the Agency on September 15, 2022, approved the Urban Renewal Plan for the Pancheri East Bank Urban Renewal Project, and directed the Agency to submit the plan to the City Council for its consideration following a public hearing; and

WHEREAS, the above referenced urban renewal plans and their project areas are collectively referred to as the Project Areas; and

WHEREAS, based on inquiries and information, it has become apparent that additional property within the City may be deteriorating and/or deteriorated and should be examined as to whether such an area is eligible for urban renewal planning purposes; and

WHEREAS, in July 2022, the Agency engaged the services of Renee R. Magee, AICP to commence an eligibility study and preparation of an eligibility report of an area approximately 48 acres in size, in northern Idaho Falls east of U.S. 20. The area is bounded by Science Center Drive on the north, U.S. 20 on the west, Anderson Street on the south, and North Boulevard on the east. The eligibility study area is commonly referred to as the Anderson Bush Study Area (the "Study Area"); and

WHEREAS, the Agency obtained the Anderson Bush Eligibility Study, dated August 2022 (the "Report"), a copy of which is attached hereto as **Exhibit A**, which examined the Study Area for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8); and

WHEREAS, pursuant to Idaho Code Sections 50-2018(8), (9) and 50-2903(8), which define the qualifying conditions of a deteriorating area and deteriorated area, many of the conditions necessary to be present in such an area are found in the Study Area, including:

- a. predominance of defective or inadequate street layout;
- b. faulty lot layout in relation to size, adequacy, accessibility, or usefulness/obsolete platting;
- c. insanitary or unsafe conditions;
- d. unsuitable topography;
- e. outmoded street patterns;
- f. age or obsolescence;
- g. conditions which retard development of the area;
- h. economic disuse or underdevelopment of the property; and
- i. lack of correlation of the area with other areas of the City by streets and modern traffic requirements; and

WHEREAS, the Study Area includes open land; and

WHEREAS, under the Act, a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. *See*, Idaho Code § 50-2903(8)(c); and

WHEREAS, Idaho Code §§ 50-2018(9), 50-2903(8) and 50-2008(d) list the additional conditions applicable to open land areas, including open land areas to be acquired by the Agency, which are the same or similar to the conditions set forth in the definitions of "deteriorating area" and "deteriorated area;" and

WHEREAS, the Report addresses the necessary findings concerning including open land within any urban renewal area as defined in Idaho Code Sections 50-2018(9), 50-2903(8)(c), and 50-2008(d); and

WHEREAS, the effects of the listed conditions cited in the Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition or use; and

WHEREAS, the Agency on August 25, 2022 adopted Resolution No. 2022-05 (a copy of which is attached hereto to **Exhibit B**) accepting the Report and authorizing the Chair of the Agency to transmit the Report to the City Council requesting its consideration for the designation of an urban renewal area and requesting the City Council direct the Agency to prepare an urban renewal plan for the Study Area which plan may include a revenue allocation provision as allowed by law; and

WHEREAS, under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years; and

WHEREAS, the Study Area does not include parcels subject to such consent; and

WHEREAS, the Report includes a preliminary analysis concluding the base assessment roll value for the Study Area along with the base assessment roll value for the existing Project Areas and any proposed revenue allocation area do not exceed 10% of the current assessed valuation of all taxable property within the City; and

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project; and

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area; and

WHEREAS, it is desirable and in the best public interest that the Agency prepare an urban renewal plan for the area identified as Anderson Bush Study Area in the Report located in the City of Idaho Falls, County of Bonneville, State of Idaho.

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

Section 1. That the City Council finds and declares that the above statements are true and correct.

<u>Section 2</u>. That the City Council finds and declares that:

(a) the Study Area described in the Report, attached hereto as **Exhibit A**, is a deteriorated area or a deteriorating area existing in the City as defined by Chapters 20 and 29, Title 50, Idaho Code, as amended, and qualifies as an urban renewal project and justification exists for designating the area as appropriate for an urban renewal project;

(b) there is a need for the Agency, an urban renewal agency, to function in accordance with the provisions of said Chapters 20 and 29, Title 50, Idaho Code, as amended, within a designated area for the purpose of establishing an urban renewal plan;

(c) the area identified as the Study Area in the Report is determined to be a deteriorated area or a deteriorating area, or a combination thereof, and such area is designated as appropriate for an urban renewal project; and

(d) the rehabilitation, conservation, development and redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, and welfare of the residents of the City.

<u>Section 3</u>. That the City Council hereby directs the Agency to commence the planning process to prepare an urban renewal plan for all or a portion of the Study Area, and for consideration of the urban renewal plan by the Agency Board and, if acceptable, final consideration by the City Council in compliance with Chapters 20 and 29, Title 50, Idaho Code, as amended.

Section 4. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

This Resolution shall be in full force and effect from and after its passage by the Council.

ADOPTED and effective this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2022.

	CITY OF IDAHO FALLS, IDAHO
	Rebecca L. Noah Casper, Ph. D., Mayor
ATTEST:	

Kathy Hampton, City Clerk	

(SEAL)

STATE OF IDAHO	)
	) ss:
County of Bonneville	)

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

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO. DETERMINING A CERTAIN AREA WITHIN THE CITY TO BE A DETERIORATED AREA AND/OR A DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018(8), (9) AND 50-2903(8); DIRECTING THE URBAN RENEWAL AGENCY OF THE CITY OF IDAHO FALLS, ALSO KNOWN AS THE IDAHO FALLS REDEVELOPMENT AGENCY, TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN SUBJECT TO CERTAIN CONDITIONS, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS FOR ALL OR PART OF THE AREA: AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

(SEAL)

Kathy Hampton, City Clerk

## Exhibit A

Anderson Bush Eligibility Study

### **Exhibit B** Agency Resolution No. 2022-05 (without Exhibits)

4879-4096-5682, v. 1

#### RESOLUTION NO. 2022-05

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE IDAHO FALLS REDEVELOPMENT AGENCY OF IDAHO FALLS, IDAHO, ACCEPTING THAT CERTAIN REPORT ON ELIGIBILITY FOR CERTAIN PROPERTY REFERRED TO AS THE ANDERSON BUSH URBAN RENEWAL DISTRICT AREA AS AN URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA AND JUSTIFICATION FOR DESIGNATING THE AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE REPORT; AUTHORIZING AND DIRECTING THE CHAIRMAN OR EXECUTIVE DIRECTOR TO TRANSMIT THE REPORT AND THIS RESOLUTION TO THE CITY COUNCIL OF THE CITY OF IDAHO FALLS REQUESTING ITS CONSIDERATION FOR DESIGNATION OF AN URBAN RENEWAL AREA AND SEEKING FURTHER DIRECTION FROM THE COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Idaho Falls, Idaho, also known as the Idaho Falls Redevelopment Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the "Act"), a duly created and functioning urban renewal agency for Idaho Falls, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the City Council (the "City Council") of the city of Idaho Falls, Idaho (the "City"), on October 14, 2004, after notice duly published, conducted a public hearing on the River Commons Urban Renewal Plan (the "River Commons Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2256 on October 14, 2004, approving the River Commons Plan and making certain findings;

RESOLUTION NO. 2022-05 - 1

WHEREAS, the City Council, on December 11, 2014, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project (the "Eagle Ridge Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2978 on December 11, 2014, approving the Eagle Ridge Plan and making certain findings;

WHEREAS, the City Council, on November 9, 2017, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project (the "Jackson Hole Junction Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3142 on November 9, 2017, approving the Jackson Hole Junction Plan and making certain findings;

WHEREAS, the City Council on February 24, 2022, found and declared that an area known as the Pancheri East Bank Study Area was a deteriorated area and/or deteriorating area existing in the City and authorized the Agency to commence preparation of an urban renewal plan for the area studied (the "Proposed Pancheri East Bank Plan");

WHEREAS, the above referenced existing and proposed urban renewal plans and their project areas are collectively referred to as the Project Areas;

WHEREAS, it has become apparent that additional property within the City may be deteriorating and/or deteriorated and should be examined as to whether such an area is eligible for urban renewal planning purposes;

WHEREAS, on June 16, 2022, the Agency adopted Resolution No. 2022-02 approving a Memorandum of Understanding ("MOU") with Blacktail West LLC, which inter alia provided for Blacktail West LLC to deposit certain funds to pay for consultant fees and attorneys' fees to process the eligibility report;

WHEREAS, Blacktail West LLC has made the required deposit as required by the MOU;

WHEREAS, in July 2022, the Agency engaged the services of Renee R. Magee, AICP to commence an eligibility study and preparation of an eligibility report of an area approximately 48 acres in size, in northern Idaho Falls east of US 20. The area is bounded by Science Center Drive on the north, U.S. 20 on the west, Anderson Street on the south, and North Boulevard on the east (the "Study Area"). All parcels in the Study Area are located within the City limits;

WHEREAS, the Agency has obtained the Anderson Bush Eligibility Study, dated August 2022 (the "Report"), a copy of which is attached hereto as **Exhibit A**, which examined the Study Area for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8);

WHEREAS, pursuant to Idaho Code Sections 50-2018(8), (9) and 50-2903(8), which lists the definition of deteriorating area and deteriorated area, many of the conditions necessary to be present in such an area are found in the Study Area, including:

- a. predominance of defective or inadequate street layout;
- b. faulty lot layout in relation to size, adequacy, accessibility or usefulness/obsolete platting;
- c. insanitary or unsafe conditions;
- d. unsuitable topography;
- e. outmoded street patterns;
- f. age or obsolescence;
- g. conditions which retard development of the area;
- h. economic disuse or underdevelopment of the property;
- i. lack of correlation of the area with other areas of the City by streets and modern traffic requirements; and
- j. conditions which retard development of the area;

WHEREAS, the effects of the listed conditions cited in the Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition or use;

WHEREAS, under the Act, a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. *See* Idaho Code § 50-2903(8)(c);

WHEREAS, Idaho Code §§ 50-2018(8), (9), 50-2903(8) and 50-2008(d) list additional conditions applicable to open land areas, including open land areas to be acquired by the Agency;

WHEREAS, the Report addresses the necessary findings concerning including open land within any urban renewal area as defined in Idaho Code Sections 50-2018(9), 50-2903(8)(c), and 50-2008(d);

WHEREAS, under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Study Area does not include parcels subject to such consent.

WHEREAS, the Report includes a preliminary analysis concluding the base assessment roll value for the Study Area along with the base assessment roll value for the existing and proposed Project Areas do not exceed 10% of the current assessed valuation of all taxable property within the City; WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, the Agency Board finds it in the best public interest to accept the Report.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE IDAHO FALLS REDEVELOPMENT AGENCY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

Section 1. That the above statements are true and correct.

Section 2. That the Agency Board acknowledges acceptance and receipt of the Report, attached hereto as "**EXHIBIT A**", recognizing technical changes or corrections which may be required before transmittal to the City Council for its consideration.

Section 3. That there are one or more areas within the City that are a deteriorating area or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8).

Section 4. That one such area is 48 acres in size and is commonly referred to as the Anderson Bush District Area. The area studied is bounded by Science Center Drive on the north, U.S. 20 on the west, Anderson Street on the south, and North Boulevard on the east.

Section 5. That the rehabilitation, conservation, and redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, and welfare of the residents of the City.

Section 6. That the Chair of the Agency Board of Commissioners or the Executive Director, are hereby authorized to transmit the Report to the City Council requesting that the City Council:

- a. Determine whether the Study Area identified in the Report qualifies as an urban renewal project and there is justification for designating the area, as appropriate, for an urban renewal project; and
- b. If such designation is made, whether the Agency should proceed with the preparation of an urban renewal plan for the area, which plan may include a revenue allocation provision as allowed by law.

Section 7. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED By the Idaho Falls Redevelopment Agency of the city of Idaho Falls, Idaho, on August 25, 2022. Signed by the Chair of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on August 25, 2022.

APPROVED:

By: Lee Radford, Chair

ATTEST:

il By Teri Gazdik, Secretary

4888-8482-4109, v. 1

RESOLUTION NO. 2022-<u>05</u>-5





## Anderson Bush Eligibility Study

Idaho Falls Redevelopment Agency August, 2022

Prepared by Renee R. Magee, AICP



## **Executive Summary**

This report examines approximately 48 acres in northern Idaho Falls east of U.S. 20. The area is bounded by Science Center Drive on the north, U.S. 20 on the west, Anderson Street on the south, and North Boulevard on the east (the "study area"). The study area houses an elementary school, a food distribution center owned by the Church of Jesus Christ of Latter-Day Saints, three single family residences, two billboards, multi-family housing, and large vacant parcels.

The study area is found to be a deteriorating area and/or a deteriorated area and, therefore, is eligible for an urban renewal project under the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended, and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended. The primary reasons for this finding are:

1. **Unsuitable topography.** The study area is underlain with widespread basalt rock, a condition substantially increasing the cost of construction, especially for underground utilities. The southeastern portion of the largest undeveloped parcel in the area slopes down 15 to 20 feet to a valley. Fill to develop this area may also greatly increase costs.

2. Conditions which retard development of the study area. The presence of basalt rock, the change in elevation in the study area, limited access to the northern portions of the study area, the need for pedestrian facilities, and a shallow sewer system requiring the installation of a lift station are conditions retarding development of this site. Parcels around the study area have developed, many in the 1950's and 1960's. Yet this area at the interchange of a principal arterial street and U.S. 20 remains largely vacant.

3. **Economic Underdevelopment.** Fifty-six percent of the study area is vacant or underutilized. As noted above, the study area is in a section of Idaho Falls in which many properties developed fifty or more years ago, including A. H. Bush Elementary School which is located in the center of the study area. Yet parcels in the study area remain vacant due to basalt rock, cost of installing utilities, lack of sidewalks, limited vehicular access to the study area, and shape and size of parcels.

4. **Inadequate street layout.** The privately owned parcels in the study area and the school site total approximately 41 acres. Yet there is no public street system which provides access from Anderson Street to the northern portions of the study area. Development of the parcels in the study area face challenges with access.

The study area meets the criteria for eligibility. The finding that the study area is eligible does not commit either the Idaho Falls Redevelopment Agency or the Idaho Falls City Council to include any or all portions of the study area within an urban renewal project area.



SOURCE: City of Idaho Falls, Brian Stevens, Idaho Falls Community Development Services.

Boundaries of study for Anderson Bush Eligibility Study shown in red above.

#### Idaho Falls Redevelopment Agency

The Mayor, with the confirmation of City Council, has appointed seven individuals to the Idaho Falls Redevelopment Agency, the urban renewal agency of the City of Idaho Falls:

Lee Radford, Chair Brent Thompson, Vice-Chair Terri Gazdik, Secretary Tom Hally Kirk Larsen Jon Walker Christopher Harvey

The Agency, originally created on July 6, 1966, was re-established by the Mayor and Council on October 20, 1988, for the purpose of eliminating blight in the Snake River Urban Renewal District (formerly Lindsay Boulevard Urban Renewal District). The Snake River Urban Renewal District expired in 2018. The Pancheri-Yellowstone Urban Renewal District ("Pancheri District") was terminated after eleven years in 2019. The Agency now administers three urban renewal areas: River Commons, Eagle Ridge, and Jackson Hole Junction.

Brad Cramer serves as the executive director of the Agency. Elam and Burke is the legal counsel. In July of 2022, the Agency engaged the services of Renee Magee to prepare an eligibility report to determine if the Study area meets the criteria for consideration as an urban renewal area (URA).

### Background

In response to federal programs funding redevelopment of "blighted" urban areas in the mid twentieth century, Idaho passed the Idaho Urban Renewal Law of 1965. The law authorized Idaho municipalities to identify blighted and deteriorating areas within their communities and to use federal grant monies to improve and, if necessary, redevelop these areas. Support for such federal expenditures dissipated and eventually ended in the early 1970's. With the loss of federal support, states needed another tool to assist cities to redevelop blighted areas and to participate in the economic vitality of their communities. Idaho cities have a significant financial challenge in responding to the infrastructure demands of growth along with the on-going need to maintain the existing physical plant in good repair. Idaho cities face stringent constitutional limitations and near total dependence upon state legislative action to provide funding. An Idaho city's access to funding sources and the ability to employ effective financing mechanisms such as general obligation bonding severely constrain capital investment strategies.

The tools available to cities in Title 50, Chapters 20 and 29, the Urban Renewal Law of 1965 and the Local Economic Development Act, are some of the few available to assist communities in

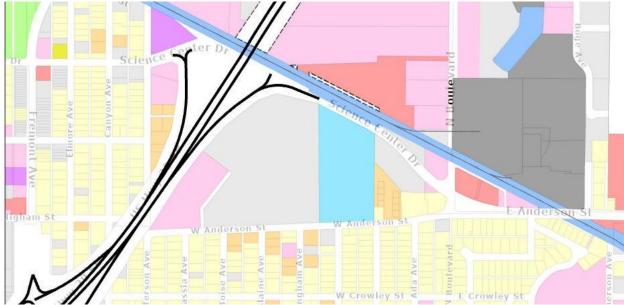
their efforts to support economic vitality. New sources of State support are not likely to become available in the foreseeable future, thus the Idaho Falls Redevelopment Agency's on-going interest in exploring the potential for establishing additional urban renewal areas is appropriate.

## Purpose of Report

This report focuses on a study area of 48 acres immediately east of U.S. 20, west of North Boulevard, south of Science Center Drive, and north of Anderson Street. A. H. Bush Elementary School, which was built in 1954 as Whittier Elementary, occupies the central portion of the study area. The largest parcel in the study area is to the immediate west of the school, is vacant, and contains twenty acres. The LDS food distribution center occupies the western most parcel in the study area. East of the school are two vacant lots and four residential lots, one of which is multifamily residential. The study area includes nine parcels and one right-of-way for an alley as well as the rights-of-way for Anderson Street, North Boulevard, and Science Center Drive. The parcels range in size from 0.22 acres to 20.67 acres. The lot of 1.75 acres housing the eight apartment buildings has been further divided by a condominium plat.

The study area is located within the developed portion of Idaho Falls. The area to the north of the study area and north of Science Center Drive is occupied by commercial and industrial land uses. The blocks to the south of the study area are occupied primarily by single-family residential uses.

Land uses in the study area consist of a food distribution center owned by the Church of Jesus Christ of Latter-Day Saints, the elementary school, and multi-family and single-family residential uses, vacant parcels, and two billboard signs. The oldest uses in the study area date from the mid-1950's. The apartment complex was built in 2004.



SOURCE: Maps Online, Land Use Map, City of Idaho Falls, GIS.

Bush Elementary is shown as blue above. Multi-family is light brown, and single-family residences are shown as yellow. The gray light areas are vacant. Commercial land uses and services are shown in shades of pink. The dark gray areas are industrial.

Fifty-six percent of the private parcels in the study area are either vacant or underutilized and are illustrated by the light gray areas on the land use map above. The land use map illustrates the areas surrounding the study have developed into commercial, industrial, or institutional uses. Development has bypassed this study area. Since 2005, more than one development proposal for multi-family housing in the study area (the area is primarily zoned for mixed residential use) have been reviewed by the Idaho Falls planning department. However, the widespread basalt at or near the surface in the study area, the topography, the limited vehicular access along Science Center Drive, and the shallow sewer system have deterred the finalization of any development plans.

The purpose of this report is to determine if all or a portion of the study area meets the criteria outlined in Idaho statutes, Idaho Code Sections 50-2008, 50-2018, and 50-2903, for an urban renewal area. This report is the first step to assist the Idaho Falls City Council determine if there is a need for creating an urban renewal area in a portion or all of the study area.

# Steps in Creating an Urban Renewal Area (URA) and Revenue Allocation Area (RAA)

If an urban renewal agency is in existence in a community, the creation of an urban renewal area, including a revenue allocation area (tax increment financing), begins with an eligibility report for a designated area within the community. The purpose of the eligibility report is to determine if the studied area qualifies for an urban renewal area. The central question is whether the study area has at least one of the characteristics which must be found to be considered eligible for urban renewal activities. These characteristics or criteria are:

- 1. The presence of a substantial number of deteriorated or deteriorating structures and deterioration of site [50-2018(9), 50-2903(8)(b) and (8)(c), and 50-2008(d)(4)(2)],
- 2. Age or obsolescence [50-2018(8) and 50-2903(8)(a)],
- 3. Predominance of defective or inadequate street layout [50-2018(9) and 50-2903(8)(b)],
- 4. Outmoded street patterns [50-2008(d)(4)(2)],
- 5. Need for correlation of area with other areas of municipality by streets and modern traffic requirements [50-2008(d)(4)(2)],
- 6. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness [50-2018(9) and 50-2903(8)(b)],
- 7. Unsuitable topography or faulty lot layouts [50-2008(d)(4)(2)],
- 8. Insanitary or unsafe conditions [50-2018(9) and 50-2903(8)(b)],
- 9. Diversity of ownership [50-2018(9), 50-2903(8)(b) and (8)(c), and 50-2008(d)(4)(2)],
- 10. Tax or special assessment delinquency [50-2018(9) and 50-2903(8)(b)],
- 11. Defective or unusual conditions of title [50-2018(9) and 50-2903(8)(b)],
- 12. Substantially impairs or arrests the sound growth of a municipality [50-2018(9) and 50-2903(8)(b)],
- 13. Conditions which retard development of the area [50-2018(9)], and
- 14. Results in economic underdevelopment of the area [50-2903(8)(b) and economic disuse 50-2008(d)(4)(2)].

If it is determined the study area has characteristics which meet one or more of the statutory criteria listed above, the Agency may approve the eligibility report and request its consideration by the governing body. No URA can be formed unless the City Council adopts a resolution finding the area under consideration is deteriorated or deteriorating due to such characteristics, the redevelopment of the area is necessary for the welfare of the residents, and the area is appropriate for an urban renewal project.

The resolution approved by City Council authorizes the Agency to prepare a plan for the proposed urban renewal area. The urban renewal area plan is to include the following:

(1) The total assessed valuation of the base assessment roll of the proposed revenue allocation area and total assessed valuation of the city;

(2) A list of the proposed public improvements in the proposed revenue allocation area;

(3) An economic feasibility study (a projection of revenues and anticipated costs with a time line);

(4) A detailed list of estimated project costs;

(5) A statement showing the impact of revenue allocation area on all tax districts levying taxes upon property within revenue allocation area;

(6) A description of anticipated financing methods and time line for incurring such costs;

(7) A termination date for plan and revenue allocation area; and

(8) A plan for distributing revenues at the termination date, including any plans

for Agency to retain any assets acquired during the life of the district.

Once the plan is prepared and approved by the Agency, it is forwarded to the City Council. Prior to scheduling the public hearing before the City Council, the City Council forwards the plan to the city planning and zoning commission for its determination that the plan conforms to the city's comprehensive plan. After receiving the recommendation of the commission, the public hearing is scheduled, notice of the hearing is published, and a copy of the notice and plan is sent to all taxing entities. The City Council must approve an urban renewal district, including the revenue allocation area, by an ordinance. If the ordinance is adopted by the City Council, a copy of the ordinance with legal description of the revenue allocation area (RAA) is distributed to all the taxing entities and the State Tax Commission.

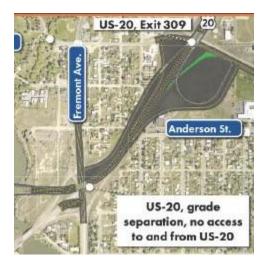
By state statute, an ordinance approving an URA and RAA is effective January1 of the year in which it is adopted: this retroactive effect recognizes projects necessary to generate tax increment may have begun prior to plan approval to meet private deadlines and encourage economic development. The RAA has a maximum life of twenty years under Idaho statutes. The urban renewal agency implements the plan adopted by the city council.

### Present Conditions in the Study Area

**Buildings and Site Conditions.** The newest buildings, residential apartment buildings, in the study area were constructed in the 2004 and are immediately east of A. H. Bush Elementary School. One residence and the elementary school were constructed in the mid-1950's according to Bonneville County tax records and the Bonneville County Heritage Association. The remaining buildings were constructed between the mid-1950's and 2004.

**Streets.** The study area is bordered on the north by Science Center Drive. The Bonneville Metropolitan Organization in its *2040 Long Range Transportation Plan* designates the Science Center Drive-Anderson Street couplet as a principal arterial street; therefore, access from privately owned parcels is limited to assure the safe and efficient movement of traffic. Such limitations have reduced the number of private driveways available to serve the northern portion of the study area. In addition, there is no existing access from Anderson Street to the northern portions of the study area. There is no internal public street pattern to serve these 41 acres.

HDR prepared the *I-15/US20 Connector Planning and Environmental Linkages (PEL) Study* in December, 2020, for the Idaho Department of Transportation. The purpose of the project is to address congestion and safety at the I-15/US 20 interchanges. The study proposed two alternatives to relieve congestion and increase safety: one of the alternatives will utilize much of the largest undeveloped parcel in the study area for access to U.S. 20. If such alternative is selected, access for much of the study area will be limited to access from Anderson Street on the south. Below is a schematic which illustrates the concept for continued connection at Science Center Drive:



SOURCE: 115/US Connector Planning and Environmental Linkages (PEL) Study.

The above proposal is not the first time that local street access in the study area has been diminished by highway improvements. Originally Anderson Street was a portion of grid street

system which provided access to the west, south, and east as shown in the aerial below:



SOURCE: 1964 aerial, City of Idaho Falls.

The connection to U.S. 20 provided a street in the north of the study area; however, it is a street with limited access to adjacent parcels due its designation as a principal arterial. The access to the west and neighboring residential streets was substantially diminished when the connection to U. S. 20 was constructed in the late 1960's. Access to the study area was limited to the use of the residential streets from the south, Anderson Street and North Boulevard from the east, or the U.S. 20 underpass from the west.

**Lot Layout**. Only three of the parcels in the study area have been platted which is required prior to development. The largest parcel, the twenty acres west of A. H. Bush Elementary School, was platted in 2002 when a residential project was proposed for the site; however, the project was never developed and the plat was vacated on June 13, 2019. Issues with access directly to Science Center Drive, the lack of an internal street system, and the shape and size of parcels created by the construction of Science Center Drive has reduced the marketability of the northern

portion of the study area.

**Water Distribution System and Sewer Collection System.** The sewer system in the study area is shallow. A lift station is needed to serve the largest parcel in the study area, the parcel immediately west of A.H. Bush Elementary School. Three service lines, which are extended from the streets south of Anderson Street into the study area, are stubbed to the vacant parcel twenty acres in size.



SOURCE: Email from Dave Richards, Water Superintendent, City of Idaho Falls, July 26, 2022. Maps created by Idaho Falls Public Works.

Water and sewer utilities serving the study area.



**Topography and Geology.** The study area, including the largest vacant parcel west of A. H. Bush Elementary School, is characterized by widespread basalt rock. The geotechnical investigation conducted by Atlas Technical Consultants for Tailwater Development on approximately seven acres immediately north of Anderson Street and west of A. H. Bush Elementary found basalt ranged from 0.5 feet to 11.1 feet below surface. Basalt can be seen in limited locations on the surface. The geotechnical investigation noted that cemented soils and basalt rock should be anticipated throughout the site at depths of 0.5 to 11 feet below ground surface. The impact of rock on the cost of construction, especially for utility infrastructure, can be substantial.

The geotechnical investigation describes the western two-thirds of the seven acres immediately north of Anderson Street as fairly level. However, on the eastern one-third of the seven acres, the ground slopes to roughly 15 to 20 feet below elevation. This valley may significantly increase construction costs due to any necessary fill and compaction.



SOURCE: 2012 Surface Terrain Elevations, flight commissioned by City of Idaho Falls.

The area shown in light green is the area of low elevation described in the geotechnical study. It extends north into the center of the largest parcel in the study area.

**Comprehensive Plan and Future Development.** The future land use map in the Idaho Falls comprehensive plan, *ImagineIF*, envisions the area as Urban Core. The Urban Core, according to the plan, is characterized by taller structures, mixed use buildings, pedestrian oriented facilities, and commercial enterprises.

The study area is predominantly zoned R3A, a mixed residential zone with higher densities. The uncompleted housing projects proposed for this study area in the past have been affordable housing projects. The comprehensive plan aims to increase the availability of affordable housing and focus on infill and redevelopment. The neighborhood immediately to the south of the study area includes many structures dating back to the 1950's: development of the large remaining vacant parcels in this study area will be infill and comply with the policies in the plan addressing infill and affordable housing.

The developments proposed for the vacant parcels in the study area illustrate the need for affordable housing in the area. Nauvoo Village, which was approved by the City Council in 2002 on the twenty acre site, was a lower cost housing project. An apartment complex was approved by the City Council on the 2.37 acre site adjacent to Science Center Drive.

The comprehensive plan, *Imagine IF*, which was recently adopted by the Idaho Falls

City Council, states:

Having affordable housing is a desire of residents in Idaho Falls and being able to supply housing to our growing City is a critically important aspect to focus on....the pricing of housing has increased at a faster pace than in previous years, creating concern for residents to be able to secure stable and affordable housing....Worry about housing costs rising faster than incomes and certain populations in the City being unable to secure affordable housing is a concern acknowledged by the City, with the understanding more focus needs to be on making smart planning decisions to better support housing options.

 $\dots$  28% of all households are cost burdened and 46% of renters are cost burdened as of 2019.

...growth patterns must shift inward to create housing choices that interact with the established environment, creating nodes of development that harmonize housing and the services that surround it.

...many of the action policies of *Imagine IF* promote housing patterns that bring diversity and fills the middle ground...create more pockets of mixed residential and commercial development, which lessens the community's dependency on cars and instead fosters more walkable and rideable centers for people to live, work, and have more direct and easy access to daily services. (pages 85-87)

The developer currently pursuing development on a portion of the twenty acre site is proposing affordable housing.

## **Open Land**

Although a small farm once occupied a portion of the western half of the study area, the western portion which is vacant is not a "greenfield." Unlike most of Idaho Falls, it is not a level site. It is characterized by slope. Rock is at the surface. The soils, according to the Bonneville County Soil Survey, are primarily Polatis-Rock outcrop complex, soils with severe limitations for shallow excavations, buildings with basements, and small commercial buildings (the latter due to slope). The western portion of the study area has presented challenges to development due to rock and access issues for decades and remains vacant. It echoes the development issues presented by large portions of the Snake River Urban Renewal Area which were undeveloped or underdeveloped due to rock outcrops. However, this vacant land has one more challenge: its topography.

Reflecting these challenges are the three vacant parcels in the study area: one of 20.7 acres which once housed a portion of a small farm, one of 2.4 acres, and one triangular lot of 0.8 acres. The shape of all these parcels was created by construction of the U.S. 20 and Science Drive interchange in the late 1960's. Aerial photos indicate the railroad, not Science Center Drive, was likely the northern boundary to these parcels prior to the construction of the interchange. (See aerial photo on page 9.)

The largest vacant parcel was annexed to Idaho Falls on November 10, 1983. At the time of annexation, the home and outbuildings of the small farm were still on the parcel. A 1987 land use inventory conducted for the city planning department found the parcel to be vacant. Between 1992 and 1996 according to aerial photos of the City of Idaho Falls, the home and farm buildings were demolished. The lot has been vacant since at least 1996. In 2002, a developer proposed a multi-family and office development for the parcel and entitled the proposed development Nauvoo Village. The final plat for the Nauvoo Village was approved by the Idaho Falls City Council on July 12, 2002. The final plat included a looped public street which provided access to the northern portion of the 20 acres. Nauvoo Village was never developed, and on June 13, 2019, the plat was considered obsolete and vacated.

Tailwater Development is presently proposing an affordable multi-family housing project on the southern seven acres of this vacant twenty acre site. The project will be bounded by Anderson Street on the south, the LDS food distribution center on the west, and A.H. Bush Elementary School on the east. Tailwater Development is planning to construct approximately 150 residential units in three story apartment buildings. Public access will be needed to the remaining northern portion of the twenty acres. The developer is requesting assistance with the costs of removing the basalt rock, trenching for public utilities, and public roadway improvements.

The smaller vacant parcel of 2.4 acres in the study area was annexed to the city in 1959. This

parcel has a depth of approximately 180 feet, a depth which is difficult to develop for multifamily housing or office uses, especially with access to a principal arterial street limited in terms of driveway spacing. The lot to the immediate south which houses multi-family dwellings has a width of approximately 230 feet, 50 feet more than the vacant lot, and a depth of 240 feet to over 365 feet. Despite the shallowness of the parcel, a developer proposed a multi-family housing project on the property in 2008-2009 and platted the parcel. However, the property was never developed and is still vacant. The layout/platting created by the construction of Science Center Drive has created a lot which is obsolete by modern standards for its highest and best use as multi-family housing or office uses.

The smallest vacant parcel of 0.8 acres has a triangular shape and a depth of only 90 feet at its widest. The only land use which is realistic with its shape, size, and depth is a billboard, which presently exists on the property. The parcel is obsolete considering today's modern standards for development.

The conditions of widespread rock, access to the sewer system, limited vehicular access to Science Center Drive, and the obsolete platting or faulty lot layout substantially impairs the ability to develop the vacant parcels in the study area. In the 1993 *Idaho Falls Comprehensive Plan* the study area was designated as commercial and single family residential. In the 2000 revision of the comprehensive plan, the study area was designated as higher density residential, and the current zoning of most of the study area is higher density residential/offices. This zoning reflects the location of the elementary school in the study area and the buffer position of the study area between predominantly single family residential to the south and the commercial and industrial uses to the north. However, factors listed above have created obstacles to development despite the favorable zoning.

Under Idaho Code Section 50-2018(9), a "deteriorating area" is defined as an area in which the following factors are found: inadequate street layout, faulty lot layout, deterioration of the site, or combination of such factors retards the provision of housing accommodations or arrests the sound growth of a municipality. These factors are applicable to the study area.

Those same factors or conditions are found in the definition of a "deteriorated area" in Idaho Code Section 50-2903(8)(b):

Any area which by reason of the presence of a number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation of size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the conditions which endanger life or property by fire or other causes, or any combination of such factors, results in

economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use.

Idaho Code Section 2903(8)(c) defines the necessary factors for an "open area:"

Any area which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in the economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. The provisions of section 50-2008(d) shall apply to open areas.

The vacant parcels created by the construction of interchange of U.S. 20 and Science Center Drive are obsolete. The small farm which occupied the twenty acres was reduced in size and abandoned. The other two parcels were reduced in size and shape: one is a narrow lot difficult to develop and the other, a lot too small for modern development.

In larger terms, the interchange configuration cut off the study area from its connections to the west and south. One can travel on Science Center Drive and never grasp a residential neighborhood lies a few hundred feet south. One can travel south from the study area but one has to weave though the residential streets. Direct access to the west was cut off by U.S. 20. The grid system which served the area originally is no longer fully functional and is now an obsolete means to provide full access.

The properties to the north of the study area have developed into commercial and industrial uses since the construction of the interchange. The residential area to the south has infilled. Yet, a major portion of the study area remains vacant although it has been annexed into Idaho Falls for almost forty years. As noted by one city resident familiar with the area, the combination of the interchange configuration and the basalt "has strangled any use of the property."

#### Ten Percent Limitation on Assessed Valuation within Revenue Allocation Area

In addition to the statutory criteria required for eligibility outlined in this report, Idaho statutes limit the assessed valuation permitted in a revenue allocation area. The base assessment rolls are not to exceed at any time ten percent of the current assessed valuation of all taxable property within the municipality.

"Revenue allocation area" means that portion of an urban renewal area .... where the equalized assessed valuation (as shown on the taxable property assessment rolls) of which the local governing body has determined, on and as a part of the urban renewal plan, is likely to increase as a result of the initiation of an urban renewal project .... The base assessment roll or rolls of revenue allocation area or areas shall not exceed at any time ten percent (10%) of the current assessed valuation of all taxable property within the municipality.

Idaho Code Section 50-2903(15).

The Data Processing Department of Bonneville County provided the City of Idaho Falls assessed value as well as the adjusted base of the existing urban renewal areas.

Statutory Ten Percent Limitation Analysis			
Area	Assessed Value	Percentage	
City of Idaho Falls	\$7,009,313,999		
	Adjusted Base		
River Commons URA	\$272,261		
Eagle Ridge URA	\$7,378,925		
Jackson Hole Junction URA	\$398,710		
Anderson Bush Proposed URA	\$6,425,722		
Pancheri East Bank Proposed URA	\$7,301,157		
Total Assessed Base URAs	\$21,776,775	0.31	

SOURCE: Bonneville County Data Processing, July, 2022. PM106-2020 Annual Assessed Value, Real Property, Personal Property, Mobile Home. URD055, Urban Renewal by Pin within TAG, July, 2022. Anderson Bush estimated assessed value and Pancheri East Bank equals sum of total assessed values found on Bonneville County Parcel viewer, July, 2022.

The total adjusted base of the existing URAs and the Anderson Bush study area will not exceed the ten percent limitation or \$700,931,399. The base of all URAs, including a new Anderson Bush URA and Pancheri East Bank URA, will be less than 1% of the assessed valuation of Idaho Falls or less than \$70,093,140.

## Findings

To find a study area is eligible for considering the creation of an URA and RAA, the study area must contain one or more of the statutory criteria spelled out in Idaho Code Sections 50-2008, 50-2018, and 50-2903. Below are the criteria and a brief discussion of the findings.

The presence of a substantial number of deteriorating or deteriorated structures and deterioration of site. An on-site inspection did not reveal a substantial number of deteriorating or deteriorated buildings. This criterion is not met.

**Predominance of defective or inadequate street layout.** The access to the northern portions of the study area is limited to promote safety and reduce congestion on the adjacent principal arterial street, Science Center Drive. If the Idaho Department of Transportation selects the alternative for the I-15/US20 corridor which expands the interchange at Science Center Drive/Anderson with U.S. 20, much of the study area will be dedicated to public use and the inability to provide access to those areas in the north or central portion of the study area will be increased. While the streets on the edge of the study are generally not defective, the study area which is roughly 42 acres in size does not have an internal street pattern providing public access to the parcels in the northern portion of the study area. This criterion is met.

The condition of Science Center Drive and Anderson Street is generally good. However, the gutter and street pavement at the intersection of North Boulevard and Science Center Drive is deteriorating as shown in the photo below. A portion of the public improvements are deteriorating.



SOURCE: Photo, July 26, 2022, Brian Stevens.

The photo above shows the existing curb and gutter along North Boulevard.

#### Faulty lot layout in relationship to size, adequacy, accessibility, or usefulness. Obsolete

**Platting.** The present division of land in the study area does poise an issue as to accessibility for the north portion of the study area. Access from Science Center Drive, a principal arterial street, is limited for safety and efficiency reasons. Such limited access has reduced the alternatives for site development and made development challenging. In addition, there is no internal public street providing access to the northern portions of the study area from Anderson Street.

Any development proposed on the smaller vacant parcels is challenged by the shape and size of such parcels as stated in the section "Open Land." The construction of Science Drive changed the lot configuration, and, for the two smaller vacant lots, created lot dimensions which are obsolete for modern day development. This criterion is met.

**Diversity of ownership.** There are eight private property owners in the study area and one public owner, the school district. The acreages in the study area range in size from 0.22 acres to over 20 acres. This criterion is not met.

**Defective or unusual conditions of title.** The research done for this eligibility study did not address this issue and, therefore, did not reveal any defective titles. This criterion is not met.

Tax delinquency assessment exceeding the value of land. The research completed for this

study did not address this issue. Consequently, there is not sufficient evidence to state this criterion has been met.

**Insanitary or unsafe conditions.** Although the sewer main serving the area is shallow, a lift station will enable the western portion of the study area to be served. A lift station increases both initial construction costs and maintenance costs but it does not create an insanitary or unsafe condition. Water service is stubbed to property line of the vacant twenty acre parcel in three locations.

Presently there is no sidewalk north of Anderson Street immediately west of Bush Elementary. The walkway from the school to Science Center Drive has lifted significantly at its intersection with the sidewalk on Science Center Drive. These issues present an unsafe condition, especially for school children and handicapped. The walkway improvements provided are deteriorating. This criterion is met.



SOURCE: Photo, Brian Stevens, Community Development Services, July 25, 2022.

The photo above shows the existing walkway immediately north of Anderson Street and west of Bush Elementary School.

**Outmoded street patterns.** There is no public street pattern within the 42 acres that provides access to the northern portions of the study area. Access from Science Center Drive, a principal arterial, is limited. There is no direct access to the west from the study area: one must travel east on Anderson Street to Science Center Drive and pass through the intersection with U.S. 20. This

criterion is met.

**Unsuitable topography**. Major portions of the study area are underlain by widespread basalt rock. The impact of basalt rock on construction costs, especially the provision of underground utilities, is substantial. In the center of the study area immediately east of A. H. Bush Elementary School, the ground slopes 15 to 20 feet into a valley which narrows towards the north. This valley may substantially increase the cut and fill costs involved in construction. This criterion is met.

Age or obsolescence. Most of the existing buildings in the study area are less that fifty years of age, and the buildings do not appear to be deteriorated or deteriorating. They appear to be well maintained. However, due to the cumbersome road pattern serving the study area and the large vacant parcel, the area appears to have been bypassed by community growth. This criterion is met.

**Need for correlation of the area streets with other areas of the municipality.** Science Center Drive and Anderson Street connect this study area with the north portions of Idaho Falls, but access to the west and to the south is circuitous. This criterion is met.

**Conditions which retard development of the area.** The widespread basalt rock, the shallow sewer system, and the lack of access from the north portion of the study area to Anderson Street or Science Center Drive have retarded the development of this area. The residential blocks to the immediate south began to develop after World War II. A. H. Bush Elementary School was built in 1954 but the majority of the study area has remained undeveloped. This criterion is met.

**Economic disuse or underdeveloped property.** Although the study area lies immediately east of U.S. 20, the roadway which carries residents and visitors north to Rexburg and Yellowstone National Park, much of the area has remained undeveloped. Fifty-six percent of the study area is vacant or underutilized due to rock, slope, and size and shape of the smaller undeveloped parcels. The properties to the north of the study developed primarily in the 1960's and 1970's, yet much of the study area remains vacant. This criterion is met.

**Substantially impairs or arrests the sound growth of the municipality.** The long-range plan of the City of Idaho Falls is to have higher density housing at this location or mixed use with offices and similar businesses. However, a large percentage of the study area has remained vacant although it is at the intersection of U.S. 20 and a principal arterial street. Without substantial investment, both private and public, the study area will remain underutilized. This criterion is met.

## Conclusion

The proposed Anderson Bush urban renewal area meets the criteria for eligibility under Idaho Code Sections 50-2018(8) and (9) and 50-2903(8). The study area is characterized by widespread basalt rock, a shallow sewer system, and an inadequate interior road system to serve the north portion of the study area. The area in its present condition impairs the growth and development of Idaho Falls.

Criterion	Criteria Met?	Characteristics Supporting Finding
Substantial deterioration of site	No	While much of the study area is vacant, the existing structures are not deteriorated or deteriorating.
Defective street layout or inadequate street layout	Yes	There is no public street in the interior of the study area which provides public access to the north portions of the study area. Portions of the North Boulevard and Anderson intersection need to be repaired. Access to the streets west of the study area is circuitous.
Faulty lot layout/Obsolete Platting	Yes	A large portion of study area has limited access to a public street or no realistic access to a public street. One lot is too small for modern development and another is limited by the depth of the lot.
Diversity of ownership	No	
Unusual conditions of title	No	None known
Tax delinquency	No	None known
Unsafe conditions	Yes	Pedestrian facilities are non-existent or deteriorating.
Outmoded street patterns	Yes	U.S. 20 cuts off the access to the west. Access from the south is circuitous. There is no public street pattern within 42 acres.

Unsuitable topography	Yes	Basalt rock underlies the study area. A narrow valley with a depth of 15 to 20 feet below the elevation of immediate ground lies west of A. H. Bush Elementary School. Both of these conditions substantially increase construction costs.
Age or obsolescence	Yes	Development has bypassed the study area.
Lack of correlation with streets in municipality	Yes	Access to the west can only occur with the use of the underpass at U.S. 20 and Science Center Drive.
Conditions which retard development of the area	Yes	The widespread basalt rock, the shallow sewer system, and the lack of easy access to the north portions of the study area have retarded development of the study area. Numerous developers have investigated the vacant portions of the study area and walked away due to the impediments to development.
Economic underdevelopment of the area	Yes	Fifty-six percent of the study area is vacant or underutilized. A. H. Bush Elementary School was built in 1954, and the area south of Anderson Street has infilled. There is commercial and industrial development to the north of Science Center Drive. Yet the study area has remained substantially vacant.
Arrests or impairs the sound growth of the municipality	Yes	Without substantial private and public investment to reduce or remove the impediments to development, the study area will remain largely vacant although it sits at the intersection of two major streets and is highly visible from U.S. 20.

#### SOURCES AND REFERENCES FOR ELIGIBILITY REPORT

Thank you to Brian Stevens, Idaho Falls Community Development Services, for his diligence and assistance in completing this report.

- 1. Bonneville County Parcel Viewer. Land and improvement values, age of construction, site acreage, and vacancy on tax assessment data found on parcel viewer, July, 2022. https://bonneville.esriemcs.com/portal/apps/webappviewer/index.html?id=f5f27c3e0844 49c3b933b019a9b7444b
- 2. Email from David Richards to Brian Stevens, Water Superintendent, City of Idaho Falls, July 26, 2022.
- 3. Data Processing, Bonneville County, D. Whillock, email, July, 2022.
- 4. *Imagine IF*, comprehensive plan for the City of Idaho Falls, future land use map, Table 4.2, City-Wide Housing; Table 4.3, City-Wide Transportation; and pages 85-87.
- 5. Photos, Brian Stevens, July 25, 2022.
- 6. Bonneville Metropolitan Planning Organization, *2040 Long Range Transportation Plan*, <u>https://www.bmpo.org/2040-long-range-transportation-planidaho</u>.
- 7. HDR, *I-15/US20 Connector Planning and Environmental Linkages (PEL) Study Report*, prepared for Idaho Department of Transportation. <u>https://i15us20connector.com/</u>
- 8. *The City of Destiny*, Bonneville Heritage Organization, http://bonnevilleheritage.org/MJFCODPg.php?pag=chap10.
- 9. Atlas Technical Consultants, LLC. *Geotechnical Investigation, Black Feather Apartments*. June 30, 2022.
- 10. William M. Phillips and John A. Welhan, Geologic Map of the Idaho Falls North Quadrangle, Bonneville County, Idaho, 2011. <u>https://www.idahogeology.org/pub/Digital\_Data/Digital\_Web\_Maps/IFnorth\_DWM-77-</u> m.pdf
- 11. Lee Nellis, Land Use in the City of Idaho Falls, January, 1988.
- 12. Policy Statements, City of Idaho Comprehensive Plan, September, 1993.
- 13. Policy Statements, City of Idaho Comprehensive Plan, December, 2000.
- 14. Webinex Meeting, June 28, 2022. Participants: Brad Cramer, Community Development Services; Blake Jumper, Tailwater Development; Renee Magee, consultant.
- 15. Aerial photos, City of Idaho Falls, 1964-1998.
- 16. U.S. Department of Agriculture Soil Conservation Service, Soil Survey of Bonneville County Area, Idaho, July, 1981. <u>https://www.nrcs.usda.gov/Internet/FSE\_MANUSCRIPTS/idaho/bonnevilleID1981/bon nevilleID1981.pdf</u>



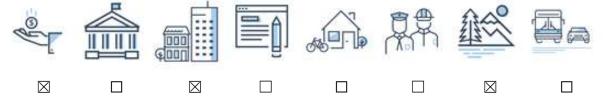
## Memorandum

File #: 21-659	City Council Mee	eting	
FROM: DATE: DEPARTMENT:	Brad Cramer Friday, September 16, 2022 Community Development Services		
<b>Subject</b> Electric Line Exte	nsion Fee Waiver Request for Black Feather Apa	rtments	
<b>Council Action D</b>	esired		
<ul> <li>□ Ordinance</li> <li>□ Resolution</li> <li>□ Public Hearing</li> <li>□ Other Action (Approval, Authorization, Ratification, etc)</li> <li>Approve the request to waive \$26,560 of the estimated electric line extension fees for the Black Feather Apartments project (or take other action deemed appropriate).</li> </ul>			

#### **Description, Background Information & Purpose**

Attached is the request from Blacktail West, LLC to waive \$26,560 of electric line extension fees. Total fees for the project are anticipated to be \$132,800 with the labor portion being \$53,120. The resolution authorizing the waiver program allows a waiver of up to 50 percent of the labor costs. The project is located within the area recently authorized for the waiver. Staff recommends approval of the fee waiver request.

#### Alignment with City & Department Planning Objectives



The fee waiver is intended to promote economic development and growth in infill areas where infrastructure already exists.

#### Interdepartmental Coordination

The eligible fees were calculated by Idaho Falls Power.

#### **Fiscal Impact**

Click or tap here to enter text.

File #: 21-659

#### Legal Review

The request has been reviewed by the City Attorney's Office pursuant to applicable law.



# MEMO

30<sup>th</sup> August 2022

RE: Blacktail West LLC (DBA Tailwater Development) – Black Feather Apartments Electric Line Extension Fee Waiver Request

Blacktail West LLC is proposing the development of 156-units of affordable multifamily housing along West Anderson St. Of the 156-units, 151 of them will be rent/income restricted at or below 80% AMI, per the guidelines established by the U.S. Department of Housing and Urban Development. The project will provide housing at these rent/income levels for a period not less than 40 years.

Alan Cunningham with Idaho Falls Power has provided an estimate of the electric line extension fees for the Black Feather Apartments project. The total is \$132,800. The amount eligible for the 50% fee waiver reduction (labor portion) is \$26,560. We request approval of the \$26,560 fee waiver.

Please contact me if you have any questions regarding this request.

Sincerely,

Bhow Son

Blake Jumper Managing Director blake@tailwaterdev.com



Idaho Falls Power 140 South Capital Ave Idaho Falls, ID 83402 Office (208) 612-8322 Fax (208) 612-8435 acunningham@ifpower.org

**Black Feather Apartments** 

# (LINE EXTENSION FEES) INVOICE

Date: Expiration Date: Invoice Number: TO: 8/30/2022 2/28/2023 40784

Blake Jumper Tailwater Development 800 W. Main Sutie 1460 Boise, Idaho 83702 208-831-0674 blake@tailwaterdev.com

# QuantityDescriptionUnit PriceLine Total166Single Family Home<br/>Multi-Family Housing\$1,700.00<br/>\$800.00\$132,800.00166Multi-Family Housing\$800.00\$132,800.00Labor = 40% of total fees (50% of Labor Costs) = \$26,560.00<br/>Upon Council approval fees can be reduced by \$26,560.00-\$26,560.00

Total \$132,800.00

Invoice prepared by: Alan Cunningham

This invoice is preferably to be paid at the City Building Department at the time of platting for residential or permitting for commercial. If payment is not made at the Building Department, please make check payable to City of Idaho Falls and send to:

City of Idaho Falls

Attn: Treasurer's Office

P.O. Box 50220

Idaho Falls, Idaho 83405-0220

This invoice is valid for six months subject to change if there are modifications to design or Council approved fee increases. Consistent with City Ordinance, all costs associated with installation of new electrical infrastructure must be paid in advance of installation.

Thank you for your business!



### File #: 21-643

**City Council Meeting** 

FROM:	Brad Cramer, Director
DATE:	Wednesday, September 14, 2022
DEPARTMENT:	Community Development Services

### Subject

Quasi-Judicial Public Hearing-Request for Reconsideration of the decision to deny the application for rezoning from R2, Mixed Residential to R3, Multiple Dwelling Residential for the property located at 1315 Presto Street.

### **Council Action Desired by Applicant**

□ Ordinance □ Resolution

⊠ Public Hearing

 $\boxtimes$  Other Action (Approval, Authorization, Ratification, etc.)

To [affirm, modify, or reverse] the decision of the City Council to deny the rezone from R2, Mixed Residential to R3, Multiple Dwelling Residential (or take other action deemed appropriate).

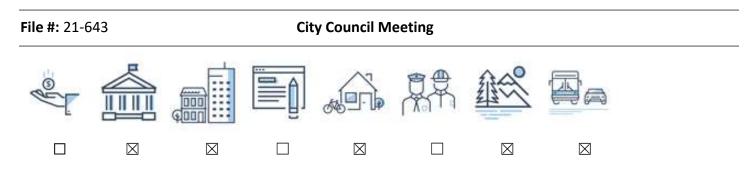
### **Description, Background Information & Purpose**

Attached is the appeal application for the rezone of 1315 Presto Street. Although this is a quasi-judicial hearing, there are two differences from typical hearings. First, only the applicant or their representative who requested the reconsideration may provide comment during the hearing. It is not an open hearing for anyone who may wish to speak. Second, only the existing record can be reviewed and considered. No new evidence may be introduced.

The following is a chronology of events regarding the rezone and subsequent request for reconsideration and appeal.

- On July 5, 2022, the Planning and Zoning Commission recommended to the City Council, by a 3 to 1 vote, denial of the rezone request to R3, Multiple Dwelling Residential.
- On August 11, 2022, the City Council unanimously voted to deny the rezone from R2, Mixed Residential to R3, Multiple Dwelling Residential.
- On August 26, 2022, a request for reconsideration of the decision was filed with the Planning Division.

### Alignment with City & Department Planning Objectives



Consideration of the Rezone must be consistent with the principles of the Comprehensive Plan Subdivision Ordinance, and Zoning Ordinance, which include many policies and goals related to Good Governance, Growth, Sustainability, Transportation, and Livable Communities.

# Interdepartmental Coordination

NA

### Fiscal Impact

NA

### Legal Review

The appeal has been reviewed by the City Attorney pursuant to applicable law.

# IDAHO FALLS

Office (208) 612-8276 Fax (208) 612-8520

### **Building Division**

Office (208) 612-8270 Fax (208) 612-8520

# Application for Appeal Filing Fee: \$150.00

Appellant Information		
Contact Name: Niel Humphreys and Aubrey Ca	arlsen	Phone: 208-391-1925
Address: 545 Shoup Ave., Suite 245		Fax:
City: Idaho Falls	State: Idaho	Zip: 83401
Email: niel.humphreys@angelodevco.com, au	ubrey.carlsen@an	gelodevco.com
Subject of Appeal		
Legal Description; 2.821 acre portion of Lot 1, Block 1 of Park V	/illage Addition, Division 1.	Project Number: #RZON22-009
Decision by (Board, Commission, Zoning Administrate	or): City Council	
Decision being appealed:		
Denial of rezone from R2 to R3		
Justification/Reason for appeal:		
See Attached		

	peal									

# 10-3-6(H)(1)(a) of the Comprehensive Zoning Ordinance

Alleged Error. The Board of Adjustment shall hear and decide appeals wherein it is alleged there is error in any order, requirement, decision, or determination made by the Zoning Administrator in the enforcement of this Zoning Code and shall have appellate jurisdiction over all decisions and rulings of the Zoning Administrator. The Board shall decide questions involving interpretation and determination of Zone boundary lines.

# Appeal a decision of the Board of Adjustment

# 10-3-6(H)(4)(e) of the Comprehensive Zoning Ordinance

Recourse from Decision. The Board shall send written notice of its decision to the appellant and to all protestants whose names appear on the record of the Board within five (5) days from the date of the decision. The written notice shall provide that any appeals to the Council must be filed within fifteen (15) days from the date of such notice.

- 1. Board of Adjustment. The Board of Adjustment shall be final unless a written appeal is made to the Council within fifteen (15) days of approval of the written decision. A written request for appeal shall be filed with the Zoning Administrator together with a fee set by resolution of Council. Such request shall set forth specifically where the Board erred in its decision. Upon receipt of an appeal, the Zoning Administrator shall forward to the Council the record of the Board of Adjustment. The concurring vote of a majority of the members of the Council shall be required to reverse any requirement, decision, or condition of the Board of Adjustment.
- 2. City Council. Any person aggrieved by a decision of the Council may seek recourse as provided in Idaho Code Section 67-6521, as amended.

# Appeal of a Decision of the Planning Commission Regarding a Preliminary Plat

10-1-8(B)(6) of the Subdivision Ordinance

Any aggrieved person whose preliminary plat has been denied by the Planning & Zoning Commission may petition the Council for a hearing. Such petition shall be submitted to the Community Development Services Department within fourteen (14) days from the Planning & Zoning Commission's written decision.

# Appeal a Decision Regarding a Final Plat

10-1-13(C) of the Subdivision Ordinance

Appeals. Any applicant denied a permit of aggrieved by a decision, may, within sixty (60) days after all remedies have been exhausted under this Chapter, seek judicial review pursuant to the procedures set forth in Idaho Code.

Statement of Intent			Section 1
I hereby appeal from the above described decision 24	_day of	August , 2022	
Fees			
Application Filing Fee(s): Due at time application is submitted Application Fee: \$150.00			
Signature of Appellant(s)			
		Date: 08/24/2022	
an Pray Carlon		Date: 08/24/2022	

# Justification/Reason for Appeal:

As per ImagineIF (IIF), this area is designated URBAN CORE (see attached future land use map), which out of all the comprehensive plan transect designations exhibits the highest land use intensity, has the most mixed use, generates the highest average tax revenue per acre, boasts the most built infrastructure and has the highest service level and density of amenities (IIF, p. 72). It is further characterized by "...taller structures, mixed-use buildings, pedestrian-oriented movement of people, [and] commercial and entertainment enterprises" (IIF, p. 68). We believe that according to the comprehensive plan vision, and given the location of the land and its relationship to nearby land uses, that R3 is more significantly aligned with the City's vision and long-term needs than is R2 for the following reasons:

 ImagineIF identifies the importance of transitioning meaningfully between different transects and land use zones (IIF, p. 104). Rezoning this piece to R3 more effectively achieves this goal by smoothly bridging the land use type and intensity between the TN zone, park, and R2 development to North with the LC zone to the South. Contrastingly, to leave this property zoned R2 neglects to address these comprehensive plan goals (those discussed above, and others addressed below) and inhibits the eventual realization of the City's adopted vision:

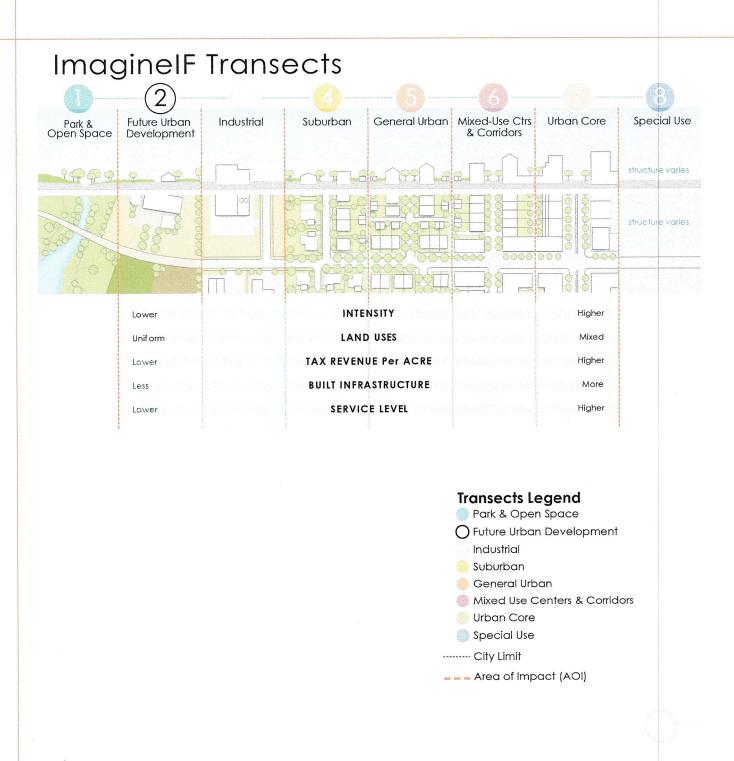
"The City of Idaho Falls promotes a welcoming, attractive, safe and diverse community. We embrace small town values, big city efficiencies and forward-thinking approaches to provide outstanding services and sustainable economic, social and recreational opportunities for our whole community." (IIF, p. 34)

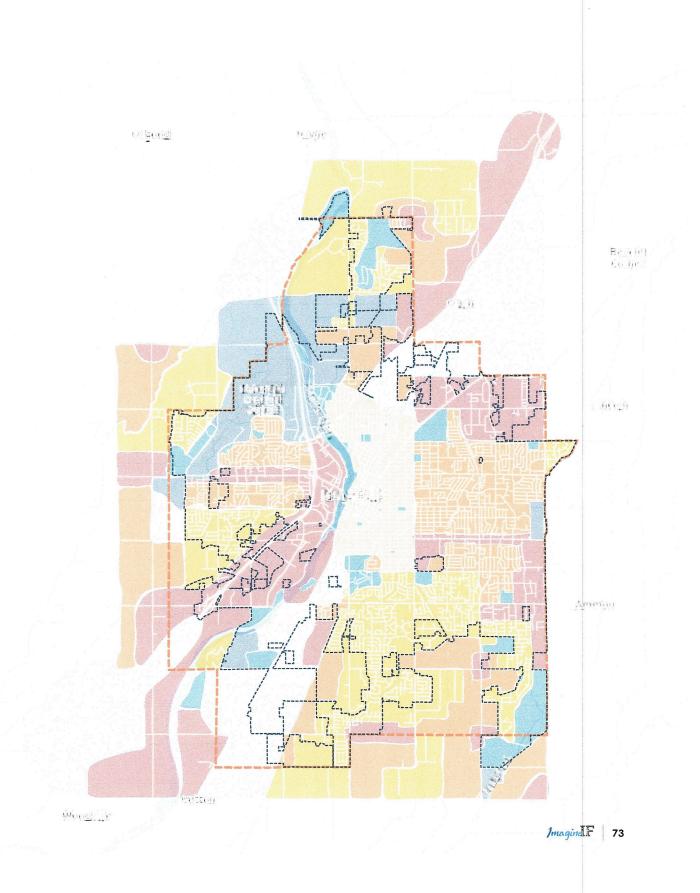
- 2. This beautiful stretch of river should remain accessible, as it is now, to as many people within the community as possible. The R2 zoning designation does not allow the highest and best use of the beautiful land along the Snake River, nor does it allow the larger community to more fully benefit from, as the comprehensive plan vision says, "big city efficiencies." This property has many existing pedestrian connections, is close to local highways and freeways, has abundant recreational access and opportunities, is connected to the many amenities of downtown, and is near major employment centers like the INL. Rezoning to R3 enables more design flexibility and added allowable density. R3 zoning has the potential to co-locate more residents next to the existing amenities and infrastructure in this area than R2 thereby more effectively and broadly achieving the City's mission to "provide outstanding services and sustainable economic, social and recreational opportunities" (IIF, p. 181).
- 3. Building high-quality high-density housing in locations that also have high connectivity for bicyclists and pedestrians locations such as this will reduce vehicle trips and congestion issues (IIF, p. 197) now and as the City continues to grow by housing residents close to the areas that they frequently visit. This aligns well with the City's goal to promote and prioritize multimodal transportation methods (IIF, p. 91) as a means of mitigating traffic impacts associated with population growth. Further, the comprehensive plan states that surveyed residents identified a lack of safe and convenient routes as the primary factors preventing them from utilizing walking and biking as regular modes of transportation. As Idaho Falls grows this area is bound to see increased vehicular traffic. Allowing increased residential density in this area will help mitigate future vehicle traffic congestion by enabling more people to live next to the places they visit and work that are already connected via alternative transportation infrastructure. Rezoning the property to an R3 designation will allow more people to

make use of the significant investments the City has already made to provide superior bicycle and pedestrian connectivity along the river and into Downtown IF.

- 4. The comprehensive plan identifies this area as adjacent to the future "innovation district" (IIF, p. 168). As this district develops it will prove immensely valuable to have high-quality, high-density housing ready and available to cater to the needs of burgeoning student and employee populations. If this innovation district is to become a walkable center, as is identified within the ImagineIF plan, then increased population and housing density in the immediate vicinity is a necessary contributor to its eventual success and viability. An R3 designation is better suited to generate the density necessary to support a walkable center than is R2.
- 5. Within the housing section of the comprehensive plan (IIF, starting p. 85) Issue 1, Objective A, Action 3 states that the City will work with developers and builders to "...Identify and remove barriers to the construction of alternative housing types." As evidenced by the dearth of newly developed R2 properties, within the current zoning there is little opportunity for extraordinary creativity. The provisions of this zone are restrictive to developers, both financially and creatively, and are therefore cost prohibitive and inefficient to develop. More specifically, the intent of the zone and the outcomes it is producing are, in this case, misaligned and incongruent with the vision adopted and established in the City's comprehensive plan. An R3 zoning designation will remove several existing creative and financial barriers to allow more design flexibility resulting in the potential to provide better amenities, more open space, and a higher quality overall aesthetic available to be enjoyed by more of the community than an R2 development could provide for.

Page 58 of ImagineIF states that "No neighborhood can be exempt from change" and that "No neighborhood should experience sudden, radical change." It also states that the policies and actions contained within the plan are designed to strike a balance between these two dynamics. For the reasons mentioned throughout this statement we feel there is more than enough support within the comprehensive plan to substantiate an R3 designation for this property. We trust the City Council to uphold its responsibility to be forward thinking, to see ahead more holistically and without bias, to support the vision and goals of the ImagineIF plan, and to make decisions on behalf of the community that help to bring this vision into reality.





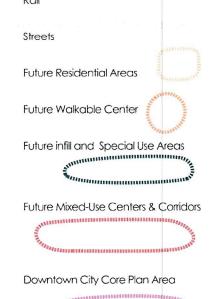
section faces more suburban challenges such as long distances from daily goods and services, and narrow County roads connecting a growing population with the rest of the City.

The population of this area is the smallest of the five areas but includes a large millennial population. Area 4 also has the lowest median income in the City but also the lowest unemployment rate. The median income is relatively high in the north but quite low for the area south of Anderson Street. The lack of public transportation impacts this southern portion significantly given the downtown lifestyle and greater difficulty by residents to afford personal vehicles. This area contains amazing recreation and activities such as Sage Lakes Golf Course, Melaleuca Field, the popular Riverwalk and one of the City's largest regional parks, Freeman Park.

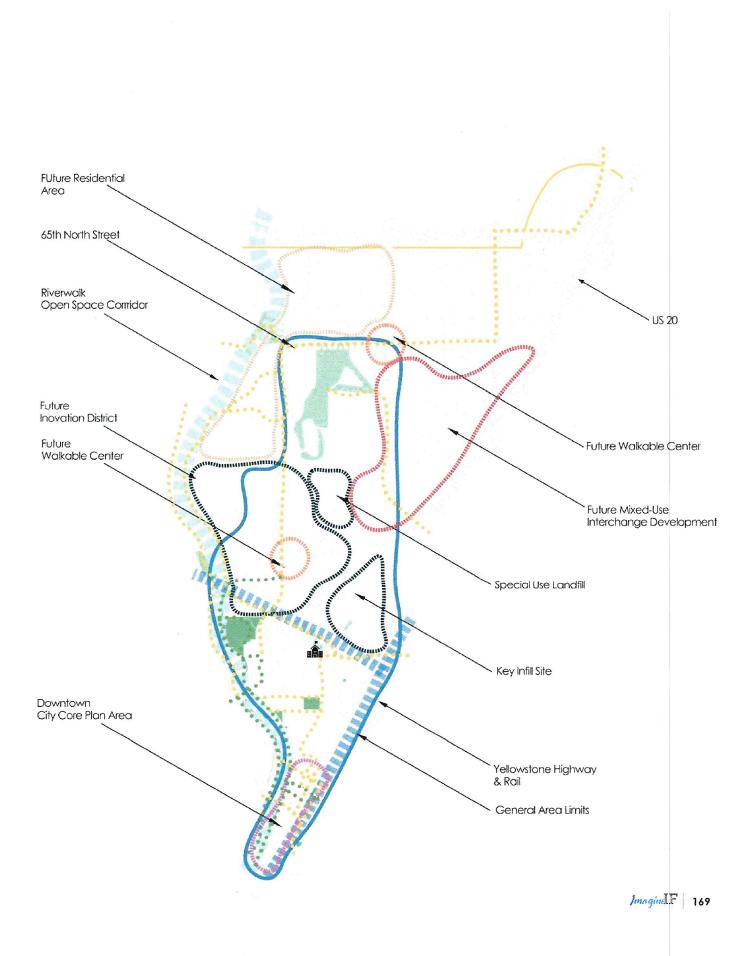
Downtown has seen a resurgence and is a critical asset to the core of the City, as it becomes a destination for urban recreation and provides more opportunities to live in a walkable neighborhood, creating a longterm success to the City. The Downtown and South Downtown areas are part of the City's recently adopted City Core Plan and projects included in that document are not repeated here. The City is also currently working on development of an Innovation District Plan around the INL and University Place campuses, which are part of Area 4. Again, those projects and plans are not repeated here. LEGEND Existing Pathways Reccomended Pathways Schools Open Space

# Rail

Open Space Corridor



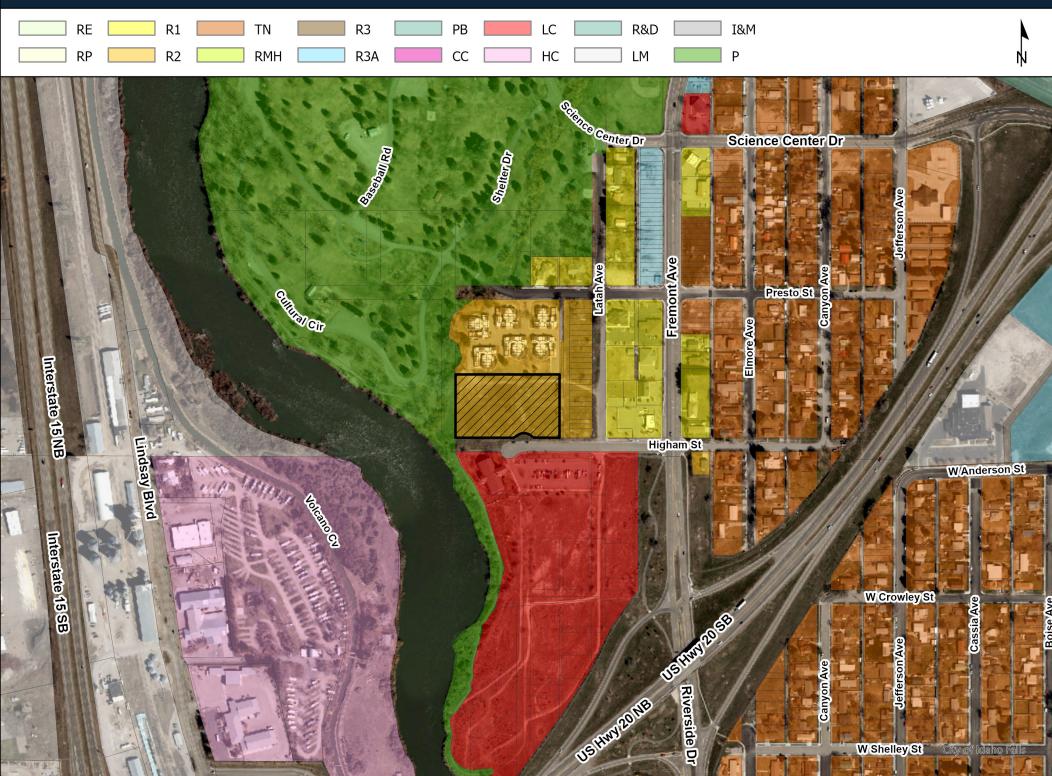
168 5.0 Imagining Our Neighborhoods



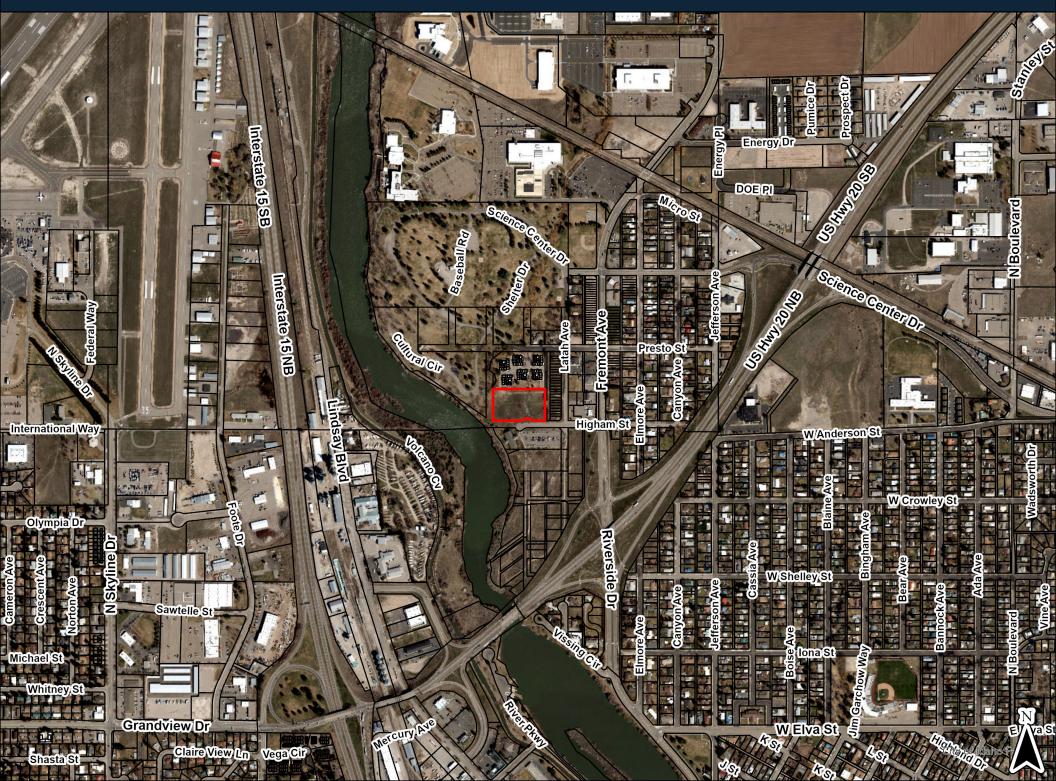


# Zoning

# RZON22-009



# RZON22-009

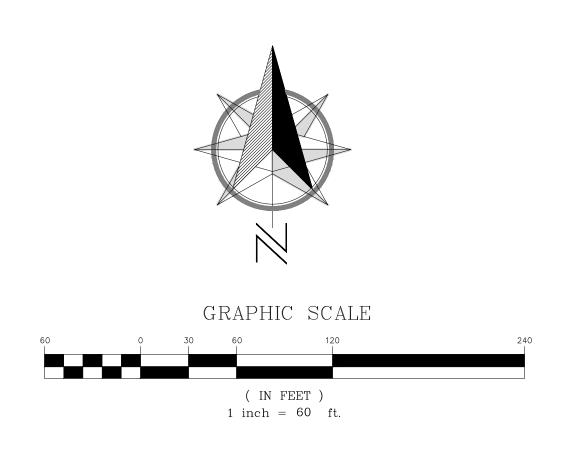


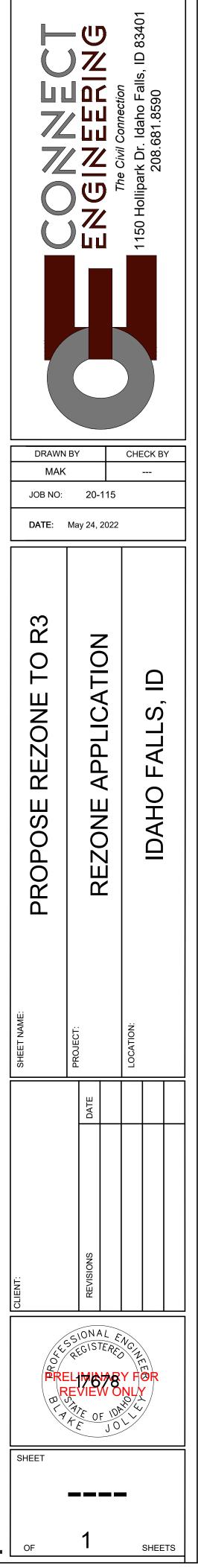
# Comprehensive Plan

# RZON22-009



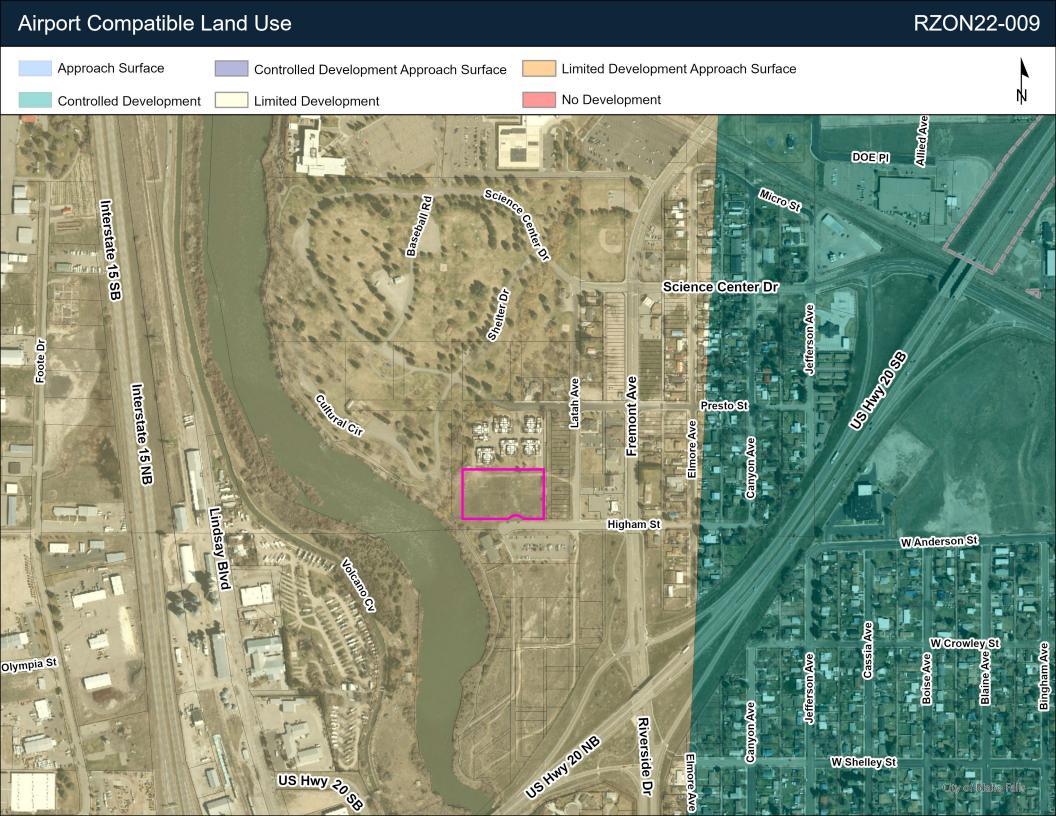








Know what's below. Call before you dig. \_\_\_



# RZON22-009 Airport Height Limitations Transitional Primary Surface Conical Surface Surface Approach Surface Horizontal ſΝ Surface DOEPI Micro St Scien BaseballRd Interstate 15 SB Ò, Science Center Dr efferson Av Foote Dr Sector 19 Fremont Ave LatahAve Cultural Cir Interstate 15 NB Presto St -Elmore Ave ů Lindsay Blvd Higham St US HWAND WAnderson St 2 Ave Cassia Ave WCrowley/St Hit ersor Olympia St **Blaine Ave** Ave

US HWY 20

Boise

City of Idaho

**Canyon** Ave

WShelley/St

**Riverside** Dr

Elmore Ave

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

REZONE OF R2, MIXED RESIDENTIAL TO R3, MULTIPLE DWELLING RESIDENTIAL, WITH AIRPORT LIMITED DEVELOPMENT OVERLAY, APPROXIMATELY 2.821 ACRES, HIGHLAND PARK ADDITION & A PORTION OF PARK VILLAGE DIVISION NO. 1, GENERALLY LOCATED NORTH OF HIGHAM ST, EAST OF THE SNAKE RIVER, SOUTH OF PRESTO ST AND WEST OF LATAH AVE.

WHEREAS, the applicant filed an application for a rezone on May 24, 2022; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on July 5, 2022; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on August 11, 2022; 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 2.821 acres generally located north of Higham St, east of the Snake River, south of Presto St and west of Latah Ave.
- 3. The Comprehensive Plan designates this area as Urban Core.
- 4. The current zoning of R2, Multiple Dwelling Residential, with Airport Limited Development overlay is consistent with the Comprehensive Plan map and policies.
- 5. The proposed zoning of R3, Multiple Dwelling Residential with Airport Limited Development Overlay, is not fully consistent with the comprehensive plan map and policies because the allowed height and density is not adequately consistent with surrounding uses and zoning.
- 6. The existing street network is insufficient to accommodate the increased density allowed in the R3 zone.
- 7. Idaho Falls Planning and Zoning Commission recommended denial of rezone 3 to 1 vote of the subject property from R2, Mixed Residential to R3, Multiple Dwelling Residential.

# II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS 11 DAY OF August, 2022

Sevecca /

Rebecca L. Noah Casper - Mayor

# IDAHO FALLS STAFF REPORT REZONE FROM R2 TO R3 Highland Park Addition & A portion of Park Village Division No. 1 August 11, 2022



Community Development Services

Applicant: Connect Engineering

**Project Manager:** Brian J. Stevens

**Location:** north of Higham St, east of the Snake River, south of Presto St and west of Latah Ave.

# **Existing Zoning:**

Site: R2 North: R2 South: LC w\PUD East: R2 West: P

**Existing Land Uses:** 

Site: Vacant North: Condominiums South: Office East: Residential construction West: Park

**Future Land Use Map:** Urban Core

# Attachments:

- 1. Zoning Ordinance Information
- 2. Comprehensive Plan Policies
- 3. Maps and aerial photos

**Requested Action:** To **recommend** approval of a rezone from R2, Mixed Residential to R3, Multiple Dwelling Residential.

**Staff Recommendation:** Staff recommends approval of the rezone as presented to the Mayor and City Council.

**History:** This area was part of a 210 unit condominium project that was approved by the City Council in 1981. The project included just over 8 acres and a proposed density of 26 units per acre. At that time the property was rezoned from R1 to R2. Only a portion (84 units) of that project was built and now sits immediately to the north of the proposed rezone area. In December 2000 the property was requested that the property be rezoned from PB to R-2A to allow for high density residential development. At that time surrounding residents opposed the rezone request and felt the property should be left as PB for office development. The Planning Commission recommend approval of a more restrictive zoning of R2 with the PUD overlay. The

rezone request was never forwarded on to City Council for action. In 2018 as part of the new zoning ordinance being adopted this area was changed from PB to R2. A public hearing was held February 4, 2020, with the Planning and Zoning Commission to rezone the property from R2 and PB to LC. Fifty-nine public hearing notices were mailed to surrounding property owners within 320 feet of the location. The recommendation to the City Council was to deny the request for the LC zone. On February 27, 2020, the Mayor and City Council remanded the rezone request back to the Planning and Zoning Commission for consideration of R3A Zoning designation. The Applicant decided to hold off on further pursual of rezone.

**Staff Comments:** The property is proposed to be rezoned from R2 Mixed Residential to R3, Multiple Dwelling Residential. The R3 Zone provides a residential zone which is characterized by a variety of dwelling types with a denser residential environment. It is also generally located near pedestrian connections and commercial services. The Comprehensive Plan identifies this area as urban core. The R3 designation is consistent with Comprehensive Plan policies.

Continued on next page

The R3 Zone is characterized by variety of dwelling types with a denser residential environment. The maximum density of 35 units per acre. As was mentioned previously this area was originally zoned and planed for higher density housing. The original plan approved in 1981 proposed 105 condo units or a density of approximately 13 units per acre. Higher density residential is appropriate within this area and consistent with the designation in the Comprehensive Plan.

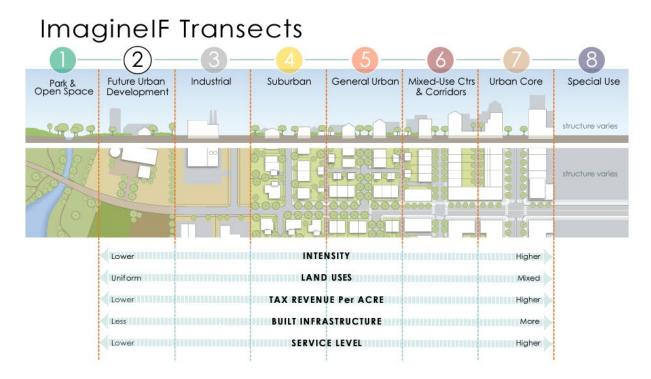
The Comprehensive Plan provides for higher density housing to be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors. Larger lots necessary for higher density housing offer opportunities for building layout, setbacks, and buffering to minimize the impact of street noise. Locating apartments and townhouses near streets designed to move traffic to higher classified streets will allow traffic from apartments to not have to move through the neighborhood. Although Higham Street and Latah Avenue are local streets they provide immediate access to Fremont Avenue, a minor arterial without the need for any of the higher density residential traffic to flow through a residential neighborhood.

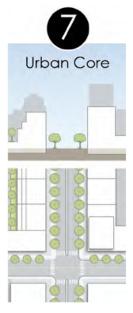
Development in this area will also have immediate access pathways along the river walk and Freeman Park to the west. Having access to open space and amenities further supports higher density residential. Downtown is a 30 min walk along the river pathway or an 8 min bike ride. The area is well connected to restaurants and entertainment along both sides of the river walk and park. Daily services are both easily accessible to the east along Andersen or Southwest along the river walk.

The comprehensive plan recommends diversifying housing options creating housing choice, both in type and price point. In order to accomplish this neighborhoods will need to also have a diversity in zoning districts. This Area is currently a mix of traditional neighborhood, R1, R1 with the PT overlay, R2 and LC. R3 at this location provides for a transition from the LC to the south. The R3 zone could allow increasing in height allowing this property to take advantage of its proximity to the river and Freeman Park.

Utilities are also present.

# **Comprehensive Plan Policies:**





# 7. Urban Core

Snapshot: The Urban Core Transect denotes the central area which functions as the City core and areas within or in close proximity to Downtown and South Downtown. The Urban Core also includes legacy residential subdivisions platted in a traditional grid pattern. These subdivisions tend to be characterized by taller structures, mixeduse buildings, pedestrian-oriented movement of people, commercial and entertainment enterprises. All housing types, civic buildings, town squares and transit stations are typical, but vary between neighborhoods.

Local examples: Downtown, Original Townsite, Highland Park Addition, Crows Addition, Brodbecks Addition, Riverside Addition

# Pg 86, 87

In the past, the pattern has been to spread out as a city grows. While this is a normal growth pattern for many communities, it is also costly in terms of providing services to an ever-expanding geography and it consumes valuable land, which is a non-renewable resource.

Such urban sprawl inherently reduces the natural resources and amenities surrounding the City; resources and amenities which are valued by our citizens and the reason many people are drawn to move to our region. These growth patterns must shift inward to create housing choices that interact with the

established environment, creating nodes of development that harmonize housing and the services that surround it. Yet codes and policies often are the greatest barrier to providing such housing and growth.

To address this issue, many of the action policies of Imagine IF promote housing patterns that bring diversity and fills the middle ground. MMH units such as triplexes, duplexes, bungalow courts and courtyard apartments brings housing that can fulfill the needs of different populations and they can help create more pockets of mixed residential and commercial development, which lessens the community's dependency on cars and instead fosters more walkable and rideable centers for people to live, work and have more direct and easy access to daily services. Many residents, when asked about housing, recognized the need for housing that was more aligned with bringing in diversified housing types to support growth.

By using the Idaho Falls Comprehensive Plan to outline objectives, goals and action policies about housing, the City can create a plan which envisions the future of Idaho Falls as a City rich in housing diversity which allows all residents, new and old, to find an attainable place to call home.

# Rezoning Considerations:

Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

	Applicant Response
Explain how the proposed change is in	The rezone from R2 to R3 is in accordance
accordance with the City's Comprehensive	with the City of Idaho Falls Comprehensive
Plan.	Plan due to the high demand for affordable
	housing. The rezone supports the comp plans
	effort to maintain and support housing
	diversity to facilitate a healthy housing
	market.
What Changes have occurred in the area to	Change in this area are the increased demand
justify the request for a rezone?	for housing in the area. With the sustained
	growth in the area, demand for housing is
	increasing and an R3 zone will provide the
	flexibility that is needed for development to
	meet demand.
Are there existing land uses in the area similar	Yes, new office buildings and multifamily
to the proposed use?	units on adjacent properties.
Is the site large enough to accommodate	Yes
required access, Parking, landscaping, etc. for	
the proposed use?	
Will a Neighborhood meeting be held prior to	Yes Idaho Falls public library 5/10/22 6PM
the Planning Commission Meeting: if Yes,	
Where and When:	

	Staff Comment
The potential for disruption of agricultural irrigation and drainage	Minimal
systems	
The potential for damage to neighboring properties or public	Minimal.
facilities (including streets, culverts, bridges, and existing storm	
drains) from accelerated storm water or snow melt run-off	
The potential for traffic congestion as a result of development or	Rezoning to R3A will not
changing land use in the area and need that may be created for	result in traffic congestion or
wider streets, additional turning lanes and signals, and other	the need for wider streets, etc
transportation improvements	
The potential for exceeding the capacity of existing public	Rezoning to R3A will not
services, including, but not limited to: schools, public safety	have an impact on
services, emergency medical services, solid waste collection and	infrastructure in the area
disposal, water and sewer services, other public utilities, and	
parks and recreational services	

The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties	Staff is unaware of specific nuisances or hazards
Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment	R3A on Fremont Ave.

# **Zoning Ordinance:**

# 11-3-3: PURPOSES OF RESIDENTIAL ZONES.

(F) R3 Multiple Dwelling Residential Zone. This zone provides a residential zone which is characterized by a variety of dwelling types with a denser residential environment. This Zone is situated along or near major streets such as collectors and arterials. It is also generally located near pedestrian connections and commercial services.

# 11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.

### Table 11-3-1: Standards for Residential Zones

	RE	RP	<b>R1</b>	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft <sup>2</sup>	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft <sup>2</sup>			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	36	•			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions	and qualifi	cations in S	Section 11-	3-4A,B,C	of this Zor	ning Code.		

(7) When a multi-unit dwelling or commercial use is developed on a property that adjoins a property zoned RE, RP, R1, R2, TN or unincorporated land designated for Low Density Residential in the City's Comprehensive Plan and the height of the building is over twenty-four feet (24'), every one foot (1') of additional building height requires an additional two feet (2') in setback with the minimum setback being thirty feet (30').

7:00 p.m.

**Planning Department** 

City Annex Building

**MEMBERS PRESENT:** Commissioners Joanne Denney, Glen Ogden, Brent Dixon, Kristi Brower, Lindsey Romankiw.

MEMBERS ABSENT: Margaret Wimborne, George Morrison, Arnold Cantu

**ALSO PRESENT:** Assistant Planning Director Kerry Beutler; planner Caitlin Long, Naysha Foster, Assistant City Attorney Michael Kirkham, Esq. and interested citizens.

**<u>CALL TO ORDER</u>**: Joanne Denney called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

**<u>MINUTES</u>**: Ogden had one typo to change. **Ogden moved to accept the minutes of June 7**, **2022, Dixon seconded the motion and the motion passed unanimously.** 

# **Public Hearing(s):**

# 1. RZON 22-009: REZONE. Rezone Approximately 2.821 acres from R2 to R3.

Denney opened the public hearing.

Applicant: Barry Bane, Connect Engineering, 2295 N. Yellowstone, Suite 6, Idaho Falls, Idaho. Bane stated that the property is over by Freeman Park and is approximately 2.8 acres and is currently zoned R2, and they want to rezone to R3. Bane stated that the property is designated as Urban Core in the Comprehensive Plan and the R3 designation is consistent with the Comprehensive Plan as Urban Core is one of the higher intensity parts of the designations. Bane stated that this area is a walkable area, with Freeman Park, Pathway along Greenbelt, Downtown is 15-minute walk. Bane feels that this change to R3 and a higher density would fit what Idaho Falls is wanting for more walkability. Bane stated that the surrounding zones are LC, and R2 and some R1, TN and R1 used as commercial, and this property as R3 would be a good down step from the LC to the south to the R2 surrounding. Bane held a neighborhood meeting and there was a handful of neighbors at the meeting. Bane stated that they had an open conversation, and the concerns were with traffic and density. Bane stated that they are seeking R3, rather than R2 is so they have the ability to go multiple stories high. Bane stated that the overall footprint of the development will be smaller with two taller buildings and add more green space. Bane stated that Fremont Ave, is a minor arterial which most of the traffic will be fed out on Higham or another street that goes to Fremont Ave. Bane stated that there is a decel lane off Fremont onto Higham, and there is a light at Science Center Drive. Bane stated that in discussions with staff and engineering, there are no major traffic concerns, and if it warrants a traffic study, at the time of final plat a traffic study will be done, and all improvements will be done at that time. Bane stated that right now they are just looking for a rezone. Bane feels that this will bring in much needed housing for the area.

Ogden asked if the access would come from Higham and Presto. Bane stated that they will plan for access to the back alley, as well as off Higham. Bane stated there will be multiple ways to get out to Fremont Street. Bane added that the neighbors had concerns about parking, and they did show a conceptual lay out, but where buildings and parking will go has not been decided. Bane stated that they will comply with all buffers, and landscape requirements.

Beutler presented the staff report a part of the record.

Dixon asked for clarification about how the property went from PB to R2 in 2018 as he understood they were trying to keep zoning with the same use when the City did the City-Wide Rezone. Beutler stated that in general in 2018 when the Ordinance changed, they tried to keep the same zoning designation, but that was not always possible, as some zones in 2018 were eliminated. Beutler stated that there were places in town that they did an in depth look at land uses, and land patterns and they changed the zone to R2. Dixon asked if they had a hearing for the use change. Beutler stated that they had hearings for each of the properties that the zoning designation changed and if the zone was eliminated the property owner had to be notified of the rezone request, and that was the case for this property. Dixon asked if the maximum building height is to the peak of the roof, or to the eaves. Beutler indicated that the height restriction is to the eaves, and potentially a 3-story building could be built in R2. Dixon presumed that if the applicant is asking for R3, they want to go higher than three stories. Beutler agreed that R3 would allow higher than three stories. Dixon asked in the future for staff to add LC to the table, since it is residential, to the table and notes. Beutler stated that if LC is developed as residential, it is developed to the R3A standards.

Ogden asked if R3 had a height restriction. Beutler stated that R3 has no height restriction, and the parking and storm drainage and site development standards are what limit the development.

# **Support/Opposition**

**Greg Crockett, Esq., 428 Park Ave., Idaho Falls, Idaho.** Crockett is appearing for the North Park Village HOA (Condo Project). Crockett appeared on behalf of the 42 units and 70+ residents that live in North Park Village. Crockett stated that North Park Village is condominium units, and they were platted in 1981. Crockett stated that North Park Village is currently zoned R2 which is the perfect fit for the entire neighborhood. Crockett stated that the proposal to the neighbors was five stories high. Crockett stated that five stories would make it the tallest building in Idaho Falls. Crockett stated that North Park Village is contiguous to this parcel and living next to a 5-story apartment does not accommodate much buffering. Crockett stated that R2 has thirteen units per acre, and R3 has 35 units per acre, which could have a potential of ninety-nine units on this site. Crockett stated that is remarkable for that neighborhood. Crockett stated that he does not feel this parcel deserves or should be rezoned to R3, as it does not fit the area. Crockett stated that the most iconic feature of the entire neighborhood is Freeman Park. Crockett stated that to park a "skyscraper" next to the park is incongruous. Crockett stated that this proposal does not fit, and North Park Village residents are asking that the Commission deny the request.

**Dr. Brook, 1405 Presto #4, Idaho Falls, Idaho.** Brook has lived there for 30 years. Brook finds it unfortunate that Green Giant could not build their corporate head quarters on this property, as that would have been acceptable and would have fit in the area. Brook stated that he is saddened to see the evolution of the Planning Board who initially were very helpful in doing some kind of planning that would respect Freeman Park to where they currently are. Brook stated that this is

the Board's only chance to think about what was said 4-5 years ago, when they encouraged the neighbors that they would have a good plan for this neighborhood.

William Meekin, 1405 Presto #3, Idaho Falls, Idaho. Meekin was here 3 years ago, and this is his third time standing before the Board. Meekin stated that this property is right on the edge of the town's pride and joy, the Greenbelt. Meekin thanked the Committee for the meeting with the developer where they laid out what the plan was and that was helpful. Meekin is not against development of the land so that we can all stop meeting together. Meekin thought the developer proposed an awesome development plan as their phase 1, which is quad plexes which fits in the R2 and the original scheme of what the property was proposed to originally be and be Phase 2 of North Park Village. Meekin stated that the quad plexes that the developer is proposing along the strip as Phase 1 would work perfectly in Phase 2 and be consistent with the original plan. Meekin drove around town to see what five story buildings he could find. Meekin found that Snake River Landing built three stories, new apartments on 1<sup>st</sup> street are 3 stories, Energy Drive has 2 story apartments, Broadway has 3 story apartments, INL Willowcreek is only 3 stories, with one building that looks like a big industrial plant and that is 4 stories. Meekin could not find anything that was five stories. Meekin stated that other than the office building US Bank, this will be the highest residential building, and nothing like it anywhere near it. Meekin does not feel that this fits in this area. Meekin understands that the grand plan states that it could be a possibility, but he does not feel that it fits. Meekin stated that his window looks out onto what is to be developed. Meekin asked the Commission to envision looking out their window and picture a 5-story building and ask themselves how excited they would be.

**Carol Robinson, 1425 Presto #2, Idaho Falls, Idaho.** Robinson has lived there for 23 years. Robinson has been to several meetings. Robinson is disturbed of the height of the proposed building, as well as the fact that the buildings on Fremont Street that have the rod iron fencing, make it hard to see traffic. Robinson is worried about garbage and sewer that she feels will happen with so many residents. Robinson is concerned about the lack of details in the presentation. Robinson would like to postpone the decision until the details are known, so that they can be commented on.

Applicant: Barry Bane, Connect Engineering, 2295 N. Yellowstone, Idaho Falls, Idaho. Bane stated that at this stage even if they wanted to share the details of the project at the rezone hearing, they cannot, and if they pulled up slides showing what they wanted to put in certain places, the City Attorney would tell them that it is not applicable for the rezone hearing, as the rezone has to apply to anything that can go in that zone. Bane stated that if they come back with a PUD that is the time that they can go over the details. Bane stated that they did share some details, but they cannot share a lot because they do not know exactly what they are going to put on the property until they get a rezone. Bane stated that sewer and garbage will be addressed on the site plan and that will be reviewed by sewer and sanitation. Bane stated that there is sewer and water stubbed in that site, and public works has no concerns on overloading the system. Bane stated that the Comprehensive Plan is to give a game plan of what might fit in the area, and the Comprehensive Plan shows this area as Urban Core, which does allow for R3 and R3 would fit that area, with the commercial close and Freeman Park. Bane stated that the Comprehensive Plan talks about how they need to change housing patterns and not spread out as the City grows as it is costly to provide services to the expanding geographic area. Bane stated that the growth patterns need to shift inward to create housing choices that interact with the established environment. Bane agrees that Freeman Park is iconic, and they feel that internal growth and

infill is important. Bane stated that potentially a five story could go on this property and the developer was open and up front in the meeting and indicated that they do plan to go taller. Bane stated that the R3 zone has the buffer that as you go taller you have to have a bigger buffer, so starting at 25' setback, for every foot that they extend the building upward, they have to have an additional 2' of setback, so an additional story on the building, would require another 20' of setback.

Denney closed the public hearing.

Ogden clarified that the vote tonight is on the zone change, and not the final site plan. Ogden asked if the residents will have a chance to speak on the final site plan or is this the only public hearing. Beutler stated that it depends how they develop, and if the property is developed according to R3 standards, then they would not need an additional public hearing, but if they chose a PUD then another public hearing would be required.

Dixon stated that this was originally changed form R1 to R2 in 1981 which allowed the first portion of the condominium project, and in 2000 the remaining portion was rezoned to PB, in 2005 there was a request to go from PB to R2A, then in 2018 it was zoned back to R2 and R2 was consistent with the existing residential to the north, and in 2020 it was requested to be LC and they recommended denial of LC and this property is now back. Dixon feels that they just keep asking until they wear out and give up. Dixon feels that R2 is on two sides of the property and a park on another and office building, and Dixon does not see what is wrong with R2. Dixon stated that they went to R3A on Riverside (Fremont) and the buildings they got were the exact same thing for the entire block, which is not attractive. Dixon does not see the need to go to higher density than what is already allowed. Dixon stated that this has come to the Commission, and it has been rejected before.

# Dixon moved to recommend to the Mayor and City Council denial of the Rezone from R2 to R3 as presented, Ogden seconded the motion. Denney called for roll call vote: Romankiw, yes; Brower, no; Ogden, yes; Dixon, yes. The motion passed 3-1.

Brower opposed the motion because she feels that it is a lot of resistance to change and growth, and she does not see how rules are being broken to ask for R3.

Connect Engineering 2295 N Yellowstone Hwy Suite 6 Idaho Falls, ID 83401

5/10/2022 | 6:00 PM

# **Riverfront – Neighborhood Meeting**

This meeting was held by Angelo from Angelo Development at the Idaho Falls public library, he was assisted by Engineer Barry Bame, to discuss the proposed Riverfront property plans. To do this, all property owners within the required 300 ft from the proposed development were notified of and invited to this meeting.

### Attending:

Bob Hiromoto	rhiromoto78@gmail.com	518-588-2094
Brett Hutchens	movingon2wheels@gmail.com	208-964-4498
Carol Robinson		208-201-0713
Scott Prebart	npcondoassoc@gmail.com	208-542-0526
Dorothy Swiere		208-529-1765

- Positives:
  - Established an open and constructive relationship with the neighbors who are passionate about the project and its parameters.
  - Explained the parameters of the R3 zone vs. the current zoning.
  - High level explanation of the different phases and what each entail was shared.
  - Great conversation on the design and vision for the property as a whole
  - Soothed their fears about the type of neighbors we are looking to attract to the property.
  - Positive response to the mood boards and visual direction we are headed towards.
- Concerns:
  - Parking, specifically, where the parking lot is relative to their homes.
  - How will this development effect the property value of their homes?
  - Height of the apartments, 5 floors would make it the tallest building in Idaho Falls.
  - Traffic flow and access points for the volume of neighbors we are looking to add.
- Next Steps:
  - Apply to the city for the re-zone so we can get on the schedule for early July.
  - Place a call to CenturyLink to see if the internet can be fixed.
  - Meet to address the feedback we received and discuss if and how it will impact the design moving forward.
  - Dig into the decision of where the I-15 will be routing to.

Additionally, one of the neighbors who attended last night called Emma Mclaughlin this morning and was curious about the garbage disposal situation and plan for phase II. Their questions included: Would

there be large dumpsters in the parking lots or along the sides of the apartments? And is there a set schedule of how often those would be emptied? Emma was able to reach back out and inform them that the garbage pad locations will be determined during the site layout and site design. We are not there yet but that will be a requirement of the city and we will work with sanitation on the placement of dumpsters. We believe they can get on a set schedule for as many times per week that they need. This would be something that the property management team would work out with the sanitation department.

The meeting was concluded at approximately 8:00 PM. Those attending were encouraged to reach out with any more questions or concerns.