



# City Council Agenda

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City of Idaho Falls  
Regular Council Meeting  
680 Park Avenue

**Thursday**  
**November 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



Livestream at [www.idahofallsidaho.gov/429/Live-Stream](http://www.idahofallsidaho.gov/429/Live-Stream)

# 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 [the City website](#). 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 [the City website](#). 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](mailto:IFClerk@idahofalls.gov). Comments will be distributed to the members of the Council and become a part of the official public hearing record. Written testimony must be received no later than forty-eight (48) hours prior to the date of the hearing to ensure inclusion in the permanent City record.
- Remote Comment. When available, the public may provide live testimony remotely via the WebEx meeting platform using a phone or a computer. Those desiring public hearing access should send a valid and accurate email address to [virtualattend@idahofalls.gov](mailto:virtualattend@idahofalls.gov) no later than 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.

**If communication aids, services, or other physical accommodations are needed to facilitate participation or access for this meeting, please contact the City Clerk at (208) 612-8414 or the ADA Coordinator at (208) 612-8323 not less than 48 hours prior to the meeting. They will help accommodate special needs wherever possible.**



# City Council Meeting

## Agenda

680 Park Avenue  
Idaho Falls, ID 83402

Tuesday, November 22, 2022

7:30 PM

City Council Chambers

### City Council Agenda:

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

Please see guidelines above.

4. Consent Agenda.

Any Consent Agenda item may be moved to the Regular Agenda for separate consideration if requested by a Council member. Other changes to this agenda may require the approval of a majority of Council.

#### A. Office of the Mayor

- 1) Appointments to City Boards, Committees and Commissions **21-702**

Attached please find the memorandum from Director Pam Alexander in reference to the respective reappointments to the Idaho Falls Civic Center for the Performing Arts Advisory Committee:

Name	Expires	Status
Anne Staton-Voilleque	12/31/2024	Reappoint
Bonnee Taggart	12/31/2024	Reappoint

Name	Status
Lisa Burtenshaw	Appoint
Dan Keck	Appoint

Pursuant to Title 2, Chapter 9, Section 2-9-1 - of the City Code, the Idaho Falls Civic Center for the Performing Arts Advisory Committee has five members who serve staggered, 3-year terms. There are three additional non-voting members of the Committee of which the City Council representative is one. These members serve until they are replaced.

Citizens Anne Staton-Voilleque and Bonnee Taggart continue to desire to serve, and we feel that they have thus far served well in promoting the goals and objectives of the Idaho Falls Civic Center for the Performing Arts.

Dan Keck is a current employee of Idaho Falls School District 91 with knowledge of Idaho Falls High School functions and interests. Further, we feel his experience and expertise in education leadership will be an asset to the Committee.

With the permission of Council Burtenshaw, I consulted with Director Alexander whose Department, Municipal Services, sponsors and supports the Advisory Committee. We agree that Councilor Burtenshaw would be a highly effective member. Her familiarity with the School District is an asset and will help the Committee make more excellent decisions.

We are confident these volunteers meet the criteria set forth in City Code. If you have questions, please feel free to contact me or Director Alexander.

**Attachments:** Municipal Services Memo  
Ordinance No. 3484

**2) Art Objects & Cultural Items Collection Loan Request Form 21-731**

The adoption of the resolution promotes the efficient use of city resources and establishes a process for the use of the collection

**Interdepartmental Coordination**

Office of the Mayor, City Legal Department and Library.

**Fiscal Impact**

NA

**Legal Review**

The resolution was reviewed and developed with the input of the City Attorney.

**Attachments:** Resolution - Sister Cities Collection Loan

**B. Public Works**

**1) Resolution to Adopt a Revised Snow and Ice Control Policies and Procedures Manual 21-723**

Attached is a proposed Resolution to amend the City of Idaho Falls Snow and Ice Control Policies and Procedures Manual. The policy has been updated to reflect minor changes and to account for newly annexed streets.

**Attachments:** Snow and Ice Removal Revision Resolution.pdf  
Snow and Ice Policy 2022-2023 Final with Edits.pdf

**2) Iona Bonneville Sewer District (IBSD) - Request for Sewer Service Area Expansion 21-724**

Public Works is in receipt of a request from the IBSD to increase the District's sewer service area boundary by 2.104 acres. The proposed expansion includes property located north of East Iona Road and east of North 25th East, as depicted in Exhibit A.

Section 8 of the Cooperative Agreement for Sewage Collection and Treatment between Idaho Falls and the District requires that enlargements to the sewer service area be approved by the City of Idaho Falls. The City had previously requested that the District not expand its sewer service area unless alternative means were secured for sewage to reach the Wastewater Treatment Plant. Currently, the Sunnyside Sanitary Sewer Trunk line carries all flow from the District to the Plant. The District did reduce its service area in response to our request and is approximately 16.60 acres smaller than when originally requested by the City.

The District's sewer service area would still be approximately 14.50 acres smaller than it was in 2016, if this request is approved.

**Attachments:** 2022-11-10 - IBSD Exhibit A.pdf



**C. Idaho Falls Power****1) IFP 23-05 Meter Inventory for Idaho Falls Power 21-727**

Idaho Falls Power solicited bids from qualified vendors to purchase meter inventory. Only one bid was received with Stuart C. Irby/Irby Utilities being the lowest responsive, responsible bidder.

**Attachments:** IFP 23-05 Irby meter purchase.pdf

**2) IFP 23-08 York Substation Relays and Racking 21-729**

Idaho Falls Power solicited bids from qualified contractors to provide racking and wiring of electrical substation relays for York Substation. There were three bids received with Hunt Electric being the lowest responsive, responsible bidder.

**Attachments:** Rack bidsheet.pdf

**D. Municipal Services****1) Bid IF-23-03, Main Line Materials for State Projects 21-719**

The purchase of the main line materials will be used for State of Idaho projects presented to City Council by the Public Works department. The bid received for Section I from Ferguson Waterworks was deemed unresponsive because the bid delivery time exceeded the delivery time required for the spring 2023 construction schedule.

**Attachments:** Tabulation Bid IF-23-03 Main Line Materials for State Projects.pdf

**2) Bid IF-23-05, Steel Refuse Containers - 30-Yard 21-720**

Public Works is requesting authorization to purchase twelve new 30-yard steel refuse containers for the Sanitation division.

**Alignment with City & Department Planning Objectives**

**Attachments:** Tabulation Bid IF-23-05 30-Yard Containers.pdf

**3) Treasurer's Report for September 2022 21-714**

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending September 2022, total cash, and investments total \$151.5M. Total receipts received and reconciled to the general ledger were reported at \$25.3M, which includes revenues of \$14.7M and interdepartmental transfers of \$10.6M. Total distributions reconciled to the general ledger were reported at \$37.6M, which includes salary and benefits of \$8.4M, operating costs of \$18.6M and interdepartmental transfers of \$10.6M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$146.7M.

**Attachments:** September 2022 Treasurer's Report.pdf

**4) 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. Airport

- 1) Approval of Terminal Renovation and Expansion Phase 3 Schematic Design and Design Development 21-718

The Idaho Falls Regional Airport has seen higher than expected passenger traffic since 2019. The Airport has also doubled the number of airlines servicing the area during this time. Airline space is nearly at capacity and baggage screening and makeup are strained due to the higher number of operations. This project will allow for design of additional ticketing and office space for potential new entrant airlines and as well as an expanded baggage area are necessary to facilitate continued growth at the Airport.

This phase in the terminal expansion will consist of adding counter and lobby space for airline ticketing; upgrading the baggage conveyor system; renovating and expanding the baggage screening and makeup area; increasing the south ground floor hold room; expanding the great hall; improving mechanical, electrical, plumbing, and IT systems throughout the terminal; and reconfiguring aircraft parking and boarding. Additional work will be done on the airline office space but that will be separate from this project's work order due to it's not being eligible for FAA funding.

The cost of this part of the project is \$1,967,344.44 in accordance with FAA guidelines and will be mainly funded through the FAA. The balance will be paid out of Airport funds budgeted for capital projects. This project was procured in accordance with FAA guidelines including an independent fee estimate performed by The Aviation Planning Group required by the FAA.

**Action Item:**

Approve the Professional Services Agreement with T-O Engineers for the federally funded terminal renovation and expansion phase 3 project and authorize the Mayor to execute the agreement (or take other action deemed appropriate).

**Attachments:** IDA Work Order 23-01 Terminal Design and Development Phase 3.pdf  
Record of Negotiation.pdf  
1.12 IDA Engineering Fee Approval Letter (Terminal Expansion Ph 3 Design).pdf

B. Fire Department

- 1) Bingham County Ambulance Service Agreement 21-717

This service agreement allows the Fire Department to continue to provide a proficient and cost-effective method of Emergency Medical Transport Services to the residents of Bingham County. This service relationship has been strong for many, many years.

**Action Item:**

Approve the Ambulance Service Agreement between the CITY and Bingham County and give authorization for the Mayor and Deputy City Clerk to sign necessary documents (or take other action

deemed appropriate).

**Attachments:** Bingham County AB Service Agreement 2022-2023.pdf

**C. Public Works**

- 1) Professional Services Agreement with Forsgren Associates, Inc., for widening of the Idaho Canal Bridge at the 17th Street and Holmes Avenue Intersection. **21-721**

The purpose of this Agreement is to establish a contract to provide engineering design and construction assistance to widen the bridge over the Idaho Canal near the 17th Street and Holmes Avenue intersection. The proposed work will allow for the addition of an eastbound right turn lane for 17th Street traffic turning south onto Holmes Avenue.

**Action Item:**

Approve the Professional Services Agreement with Forsgren Associates, Inc., and authorize the Mayor and City Clerk to execute the document (or take other action deemed appropriate).

**Attachments:** Professional Services Agreement - 17th Street Bridge Widening 11.3.22.pdf

- 2) Bid Award - Well 3 Elevated Tank **21-722**

On Thursday, November 10, 2022, bids were received and opened for the Well 3 Elevated Tank project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to replace the city's aging water tower.

**Action Item:**

Approve the plans and specifications, award to the lowest responsive, responsible bidder, Phoenix Fabricators and Erectors, LLC, in an amount of \$8,936,000.00 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** Bid Tab WTR-2018-26.pdf

**D. Idaho Falls Power**

- 1) OEMR Energy Resiliency Grant Program - Idaho Falls Downtown Constitution Alley **21-732**

Idaho Falls historic downtown has three remaining alleys with overhead power lines. These lines present unique operational and aesthetic issues. This infrastructure is difficult and costly to upgrade and underground due to limited work space in downtown alleyways. IFP secured a grant through OEMR to reimburse 50% of the cost for underground power lines between Constitution and B Street alley.

**Action Item:**

Approve the Idaho Falls Downtown Constitution Alley electrical services underground project for a total cost of \$750,000.00, approve the Idaho Office of Energy and Mineral Resources (OEMR) Energy Resiliency Grant Program Rebate Agreement which reimburses the city for \$375,000.00, and give authorization for the Mayor and City Clerk to execute the necessary documents, (or take other action deemed appropriate).

**Attachments:** Idaho Energy Resiliency Grant Program Rebate Agreement Number  
ERG22009.pdf

**2) South Fork Archers Lease Agreement 21-730**

In the future, Idaho Falls Power plans to develop the property described in this agreement as a substation to serve growing customer loads in the area. Because the substation is not currently under development, the City has allowed the archers to have temporary occupancy and usage of the premises in exchange for maintaining the property and granting free access to community residents for archery related activities as outlined in the agreement.

**Action Item:**

Approve the South Fork Archers, Inc. Lease Agreement for real property at the future Sand Creek Substation site and give authorization to the Mayor and City Clerk to execute the necessary documents, (or take other action deemed appropriate).

**Attachments:** South Fork Archers Lease Agreement REV NOV18.pdf

**E. Community Development Services**

**1) Quasi-Judicial Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Bentley Townhomes. 21-705**

Attached is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for Bentley Townhomes. On July 5, 2022, the Planning and Zoning Commission unanimously voted to recommend approval of the PUD as presented. Staff concurs with Planning and Zoning's recommendation.

**Action Item:**

1. Approve the Planned Unit Development for Bentley Townhomes as presented (or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Bentley Townhomes and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** Zoning Map  
Aerial  
PUD  
Elevation Drawings  
Staff Report  
PC Minutes  
Reasoned Statement

**F. Municipal Services**

**1) Impact Fee Appeal 21-716**

Fall Creek Homes has filed an impact fee appeal regarding payment of impact fees for 13 Southpoint Division 11 lots.

**Action Item:**

Conduct a hearing and render a decision in compliance with Idaho Falls City Code 10-8-10: Appeals (or take other action deemed appropriate).

**Attachments:** Idaho Falls.ltr-2022-9-2(notice of appeal).pdf  
City of IF.ltr-2022-10-12.pdf  
Fall Creek Homes Impact Fee Email Correspondence 9-6-22 to 10-20-22.pdf

**6. Executive Session**

Legal would like to request a quick executive session for Tuesday pursuant to Idaho Code § 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

**7. Regular Agenda.**

**A. City Attorney**

- 1) Settlement and Compromise for Phase Two of the Improvement and Expansion Terminal Project at Idaho Falls Regional Airport (FAA / AIP Project No. 3-16-0018-047) between the City of Idaho Falls and Ormond Builders, Inc. 21-733**

The City entered into a contract on June 11, 2020, for Phase Two of the construction of an improved and expanded terminal at the Idaho Falls Regional Airport project. The project was supported by FAA grant funds. Disputes arose in connection with the contract and the project, including disputes about payments, schedule impacts, liquidated damages, compliance with the Buy American Act, and other issues. In an effort to resolve and compromise to close out the project, the City and Ormond Builders, Inc. have negotiated the terms of a project close-out agreement.

**Action Item:**

Approve the negotiated settlement agreement as presented and authorize the Mayor to execute the necessary documents (or take other action deemed appropriate).

- 2) Resolution confirming Mayor's authority to accept donations on City's behalf. 21-693**

Trimp Wealth Management represents a client who has bequeathed a portion of their IRA funds to the City animal shelter. The desire a Corporate Resolution affirming authorization for the Mayor to receive, sign relevant documents, and claim the donation on behalf of the City.

**Action Item:**

Approve Resolution confirming Mayor's authority to accept donations on City's behalf (or take other action as deemed necessary).

**Attachments:** Resolution - authorizing the Mayor to receive property 10.7.22.docx

- 8. Announcements.**
- 9. Adjournment.**



# Memorandum

File #: 21-702

City Council Meeting

**FROM:** Rebecca Casper  
**DATE:** Monday, August 22, 2022  
**DEPARTMENT:** Mayor's Office

## Subject

Appointments to City Boards, Committees and Commissions

## Council Action Desired

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

To give consent to the reappointments of Ms Voilleque and Ms. Taggart to the Idaho Falls Civic Center for the Performing Arts Advisory Committee, and to give consent to the appointments of Dan Keck to serve as the member representing Idaho Falls School District 91, and of Lisa Burtenshaw to serve as the Councilmember representative to the Committee (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached please find the memorandum from Director Pam Alexander in reference to the respective reappointments to the Idaho Falls Civic Center for the Performing Arts Advisory Committee:

Name	Expires	Status
Anne Staton-Voilleque	12/31/2024	Reappoint
Bonnee Taggart	12/31/2024	Reappoint

Name	Status
Lisa Burtenshaw	Appoint
Dan Keck	Appoint

Pursuant to Title 2, Chapter 9, Section 2-9-1 - of the City Code, the Idaho Falls Civic Center for the Performing Arts Advisory Committee has five members who serve staggered, 3-year terms. There are three additional non-voting members of the Committee of which the City Council representative is one. These members serve until they are replaced.

Citizens Anne Staton-Voilleque and Bonnee Taggart continue to desire to serve, and we feel that they have thus far served well in promoting the goals and objectives of the Idaho Falls Civic Center for the Performing Arts.

Dan Keck is a current employee of Idaho Falls School District 91 with knowledge of Idaho Falls High School functions and interests. Further, we feel his experience and expertise in education leadership will be an asset to the Committee.

With the permission of Council Burtenshaw, I consulted with Director Alexander whose Department, Municipal Services,



sponsors and supports the Advisory Committee. We agree that Councilor Burtenshaw would be a highly effective member. Her familiarity with the School District is an asset and will help the Committee make more excellent decisions.

We are confident these volunteers meet the criteria set forth in City Code. If you have questions, please feel free to contact me or Director Alexander.

#### Alignment with City & Department Planning Objectives



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

#### Interdepartmental Coordination

N/A

#### Fiscal Impact

Any activities for this committee will be accounted for pursuant to Title II, Chapter 14 of City Code, and any funded activities for this Committee will come from the Municipal Services Department budget. The amount anticipated for this would be considered negligible.

#### Legal Review

N/A



## MEMORANDUM

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**TO:** Bud Cranor, Chief of Staff

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

**DATE:** August 2, 2022

**RE:** Idaho Falls Civic Center for the Performing Arts Committee

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For the Mayor's consideration is the recommendation for reappointment of Anne Staton-Vollique and Bonnee Taggart to the Idaho Falls Civic Center for the Performing Arts committee.

On December 31, 2022, both Anne Staton-Vollique and Bonnee Taggart are due to end a two-year term. I have contacted both and they are both interested in another two-year two term, ending December 31, 2024.

Deidre's Warden's term ended last December 31, 2021, however with the COVID-19 pandemic, she agreed to stay on the committee through this December 31, 2022, or until a District 91 representative can be selected.

For the Mayor's consideration, the committee would like to appoint a District 91 representative for a one-year term, ending December 31, 2023, or 2024. Perhaps the Mayor can include this topic in her upcoming meeting with Superintendent Shank.

Arthur Kull and Carrie Scheid both are within their three-year terms, ending December 31, 2023.

Thank you for your consideration.

ORDINANCE NO. 3484

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; ADDING A SCHOOL DISTRICT 91 REPRESENTATIVE TO THE CIVIC CENTER FOR THE PERFORMING ARTS ADVISORY COMMITTEE AND STAGGERING COMMITTEE MEMBER TERMS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the Idaho Falls Civic Center for the Performing Arts Advisory Committee has been functioning effectively to support and advise City staff on issues and concerns related to the Civic Center; and

WHEREAS, creating a permanent position of the Committee for a Committee member who is an employee of School District 91 and who is aware of District and Idaho Falls High School's functions and interests, will preserve consideration of important issues related to the adjacent Idaho Falls High School building; and

WHEREAS, addition of a ~~voting~~ <sup>se</sup> membership will enhance the long-standing special relationship between the City and School District 91 for the benefit of the community members and supporters of the arts served by the Civic Center; and

WHEREAS, the Mayor and the Committee believe that staggering the Committee members' terms will make for a smoother transition for Committee members, will strengthen the institutional memory within the Committee, and will allow the Mayor and Council some flexibility with appointments that serve the purposes of the Committee; and

WHEREAS, the Mayor, with the consent of the City Council, is recommending the staggering of terms for the reappointment and continuity of service terms of Committee members.

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

**SECTION 1:** Title 2, Chapter 9 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

2-9-1: ESTABLISHMENT: The Idaho Falls Civic Center for the Performing Arts Advisory Committee ("Committee") is hereby established. The Mayor, with the consent of the Council, shall appoint no less than three (3) nor more than five (5) City residents to serve on the Committee as voting members. The Committee shall also include, as non-voting ex officio members, at least one (1) member of the Council, ~~one (1) member of the Municipal Services Department;~~ and the current manager of the Idaho Falls Civic Center for the Performing Arts; and one (1) member who is a current employee of Idaho Falls School District 91 with knowledge of

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

I, JASMINE MARROQUIN, DEPUTY CITY CLERK OF THE CITY OF IDAHO FALLS,  
IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled,  
“AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL  
CORPORATION OF THE STATE OF IDAHO; ADDING A SCHOOL DISTRICT 91  
REPRESENTATIVE TO THE CIVIC CENTER FOR THE PERFORMING ARTS  
ADVISORY COMMITTEE AND STAGGERING COMMITTEE MEMBER TERMS;  
PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY,  
AND ESTABLISHING EFFECTIVE DATE.”



JASMINE MARROQUIN,  
DEPUTY CITY CLERK

# Memorandum

File #: 21-731

City Council Meeting

**FROM:** Bud A. Cranor, Chief of Staff  
**DATE:** Wednesday, November 16, 2022  
**DEPARTMENT:** Mayor's Office

## Subject

Art Objects & Cultural Items Collection Loan Request Form

## Council Action Desired

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

Approve the resolution establishing a formal process regarding loans from the Idaho Falls Sister Cities Art Objects and Cultural Items Collection.

## Description, Background Information & Purpose

Attached, for your consideration, is a resolution to allow organizations or individuals to borrow items from the City of Idaho Falls Sister Cities collection of art objects and cultural artifacts for educational, non-profit purposes in order to advance cultural and historical understanding.

## Alignment with City & Department Planning Objectives



The adoption of the resolution promotes the efficient use of city resources and establishes a process for the use of the collection

## Interdepartmental Coordination

Office of the Mayor, City Legal Department and Library.

## Fiscal Impact

NA

## Legal Review

The resolution was reviewed and developed with the input of the City Attorney.

## **RESOLUTION NO. 2022-**

### **A RESOLUTION OF THE CITY COUNCIL OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ESTABLISHING A FORMAL PROCESS REGARDING LOANS FROM THE IDAHO FALLS SISTER CITIES ART OBJECTS AND CULTURAL ITEMS COLLECTION.**

WHEREAS, for forty (40) years, the Idaho Falls Sister Cities program has been a valuable City program, actively promoting relations and understandings between the Japanese village of Tokai-mura and Idaho Falls; and

WHEREAS, the City's Sister Cities program is dedicated to cultural and historical exchanges between Idaho Falls and Tokai-mura as well as to the advancement of knowledge of Japan; and

WHEREAS, the City desires to take a more active role in the Sister Cities program and expand its presence in the community; and

WHEREAS, the City has entrusted the curation of the City's Sister Cities collection of art objects and cultural artifacts ("COLLECTION") to the Idaho Falls Public Library ("LIBRARY"); and

WHEREAS, the City recognizes that, as a part of expanding the cultural understandings of Japan in the Idaho Falls community and the outreach of the Sister Cities program, there may be occasions when organizations or individuals in the community desire to borrow items from COLLECTION for educational, non-profit purposes (in order to advance cultural and historical understanding of Japan); and

WHEREAS, The City recognizes that there may be items in COLLECTION that LIBRARY's designated curator deems to be of such value or of such a fragile nature and, therefore, that restrictions on the borrowing of some items may be imposed at the discretion of the curator; and

WHEREAS, the Idaho Falls Sister Cities Association ("ASSOCIATION"), a 501c3 organization established in 2022, and the City desire to work in collaboration to advance the goals and purposes of the Idaho Falls Sister Cities program; and

WHEREAS, ASSOCIATION may from time to time have occasion to borrow items from COLLECTION for their special events, including but not limited to, fund raising.

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

1. The City authorizes LIBRARY's designated curator to inventory and maintain COLLECTION, to the extent possible, at a level that generally complies with current national museum standards (e.g., the American Alliance of Museum's Core Standards) as well as to set the standards for the borrowing of items from COLLECTION.

2. The City adopts the attached LOAN REQUEST FORM (Exhibit “A”) and the attached BORROWER’S AGREEMENT (Exhibit “B”), which sets forth the terms for borrowing of item(s) from COLLECTION.
3. Organizations or individuals desiring to borrow items from COLLECTION must submit the properly completed documents to the Mayor’s Office, which, when approved by the Mayor’s designee(s), shall be forwarded to LIBRARY for the curator’s loan authorization.

This Resolution shall be in full force and effect from and after its passage by the Council.

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
Jasmine Marroquin, Deputy City Clerk

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

(SEAL)



STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

I, JASMINE MARROQUIN, DEPUTY 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 COUNCIL OF IDAHO  
FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO,  
ESTABLISHING A FORMAL PROCESS REGARDING LOANS FROM THE  
IDAHO FALLS SISTER CITIES ART OBJECTS AND CULTURAL ITEMS  
COLLECTION.”

(SEAL)

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Jasmine Marroquin, Deputy City Clerk

# IDAHO FALLS SISTER CITIES

## ART OBJECTS & CULTURAL ITEMS COLLECTION



### LOAN REQUEST FORM

*Where possible, requests to borrow any art object should be submitted to the office of the Mayor not less than thirty (30) days in advance of the proposed date of the loan. This allows the Committee and Designated City Staff to consider the request and to prepare the objects/items for loan under conditions as set forth by Council Resolution, Mayor's Office personnel, and the Collection Curator. Requests made less than thirty (30) days in advance shall be considered and responded to as soon as practicable.*

#### BORROWER INFORMATION

Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_  
(STREET) (CITY/STATE) (ZIP CODE)

Phone \_\_\_\_\_ Alternative Phone \_\_\_\_\_

Email \_\_\_\_\_

#### DATES AND DURATION OF REQUEST

*Please provide the following dates:*

\_\_\_\_\_ Request Date \_\_\_\_\_ Desired Pick up \_\_\_\_\_ Intended Return

#### ITEMS REQUESTED

TITLE/DESCRIPTION	COLLECTION INVENTORY NO.	MEDIUM	ESTIMATED VALUE	IMAGE
1.				
2.				
3.				
4.				
5.				

*Please attach additional pages if needed*

# IDAHO FALLS SISTER CITIES

## ART OBJECTS & CULTURAL ITEMS COLLECTION



### BORROWER'S AGREEMENT

I, \_\_\_\_\_ (BORROWER), understand and agree to all of the following:  
(name)

- A. In accordance with the terms and conditions contained herein and subject to input from the Idaho Falls Sister Cities Advisory Committee and the Library's Collection Curator, the City agrees to lend the requested art objects/cultural items.
- B. The art objects/items covered by this loan shall at all times (including transportation) be given sufficient care to protect them against loss, damage, and/or deterioration. BORROWER shall maintain constant and adequate protection of the loaned art objects from all hazards, including but not limited to: fire; water or humidity; insects; dirt; and theft; and from mishandling by unauthorized or inexperienced persons, or by the public. Should loss, damage, or deterioration be noted, regardless of who may be responsible, BORROWER shall inform the City (through the Mayor's office) and the Collection Curator immediately and in detail. Should damage occur during transit, the City and the carrier shall be notified at once, and all packing materials shall be saved until all parties have had an opportunity to inspect them.
- C. The loaned art objects shall be maintained in the condition in which they were received by BORROWER, as described in this Agreement. The loaned objects/items shall not be removed from mats, frames, or mounts for any purpose whatsoever; be cleaned, repaired, retouched, or altered in any way; or be transported in damaged condition, except with the prior express written permission of the City. BORROWER is and shall be legally and financially responsible for any loss or damage or diminution in the value of any loaned art object.
- D. Art objects must be packaged for return to the Library in a manner substantially similar to how they were received by the borrower. All costs for packing and "door-to-door" roundtrip transportation of the loaned art objects shall be arranged for and shall be paid in full by BORROWER.
- E. Except for the Idaho Falls Sister Cities Association, BORROWER shall provide and pay for fine arts insurance coverage for the loaned objects/items with an insurer acceptable to the City under an all-risk "nail to nail" policy at the value specified in the Curator's Exhibit Catalogue. BORROWER shall indemnify the City for any loss of or damage to the loaned art objects while in BORROWER's possession, as well as while in transit.
- F. The loan period may be extended only by mutual and written agreement of duly authorized representatives of the Parties. In the event of an extension, any required insurance coverage must be extended accordingly.
- G. The loaned art objects/cultural items may be photographed and recorded, and these images reproduced for normal publicity, including internet publicity, educational purposes, and the exhibit catalogue, if any, before and during the exhibition covered by this Art Objects & Cultural Items Collection Loan Agreement, and for condition records. Loaned art objects used for catalogs, labels, or any other purpose shall include a credit line for the City
- H. The law applicable to this Art Object & Cultural Items Collection Loan Agreement is the law of Idaho.

*(next page)*

## SPECIAL LOAN TERMS AND CONDITIONS

See table on reverse.

COLLECTION INVENTORY NO.	TITLE/DESCRIPTION	SPECIAL TERMS OR CONDITIONS
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Please attach additional pages if needed

## BORROWER'S SIGNATURE

I agree to all of the Terms and Conditions of this Art Object & Cultural Items Collection Loan Agreement, as set forth above in this document, and I am duly authorized to sign this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## APPROVALS

\_\_\_\_\_  
*Mayor's Office*                      *Printed Name*                      *Date*

\_\_\_\_\_  
*Library Collection Curator*                      *Printed Name*                      *Date*

# Memorandum

File #: 21-723

City Council Meeting

**FROM:** Chris H Fredericksen  
**DATE:** Tuesday, November 15, 2022  
**DEPARTMENT:** Public Works

## Subject

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

## Council Action Desired

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

Adopt the Resolution to revise the City of Idaho Falls Snow and Ice Control Policies and Procedures Manual which has been updated to reflect current snow removal practices (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached is a proposed Resolution to amend the City of Idaho Falls Snow and Ice Control Policies and Procedures Manual. The policy has been updated to reflect minor changes and to account for newly annexed streets.

## Alignment with City & Department Planning Objectives



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

## Interdepartmental Coordination

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

## Fiscal Impact

There are no anticipated fiscal impacts due to proposed modifications to the existing policies and procedure manual.

## Legal Review

The proposed Resolution was drafted by the City Attorney's office.

2022-79

RESOLUTION NO. 2022-

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

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

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

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

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

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

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

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

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

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

CITY OF IDAHO FALLS, IDAHO

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

ATTEST:

By \_\_\_\_\_  
Jasmine Marroquin, Deputy City Clerk

(SEAL)



STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

I, JASMINE MARROQUIN, D E P U T Y   C I T Y   C L E R K   O F   T H E   C I T Y   O F   I D A H O   F A L L S ,  
IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Resolution  
entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO,  
A MUNICIPAL CORPORATION OF THE STATE OF IDAHO,  
REVISING A UNIFORM SNOW AND ICE CONTROL POLICIES AND  
PROCEDURES MANUAL AND PROVIDING THAT THIS  
RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL,  
AND PUBLICATION ACCORDING TO LAW."

\_\_\_\_\_  
Jasmine Marroquin, Deputy City Clerk

(SEAL)



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





# SNOW & ICE CONTROL POLICIES AND PROCEDURES MANUAL

## IDAHO FALLS PUBLIC WORKS

(Revised November ~~2021~~2022)

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# I. INTRODUCTION

## PURPOSE

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

## OBJECTIVE

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

## SCOPE

This policy applies only to public streets under the jurisdiction of Idaho Falls and agreements with Bonneville County and Idaho Transportation Department. The City has over 75~~62~~ lane miles of arterial, collector and residential streets that it maintains.

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

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

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

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

## II. POLICIES

### RESPONSIBILITY

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

### TRAINING

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

### WEATHER MONITORING

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

### COMMENCEMENT OF OPERATIONS

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

### PRIORITIES

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

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

**PRIORITY 1:** These are arterial and major collector streets, generally with a right-of-way width exceeding 60 feet and average daily traffic greater than 5,000 and includes approximately 23~~4~~<sup>5</sup> lane miles.

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



emergency response facilities, schools and streets with hills and sharp curves where low traction may cause hazardous driving conditions and includes approximately 9~~7~~<sup>5</sup> lane miles.

**PRIORITY 3:** All other streets not designated as either Priority 1 or 2 streets and includes approximately 42~~5~~<sup>2</sup> lane miles.

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

## DEVIATIONS FROM POLICY

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

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

### III. OPERATIONS PLAN

#### EQUIPMENT RESOURCES

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

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

**IDAHO FALLS STREET DIVISION SNOW REMOVAL EQUIPMENT**

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

## STAFFING

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

### STREET DIVISION SNOW REMOVAL SHIFTS

Schedule	Shifts	Number of Employees
<b>Normal Daily Schedule*</b> Monday through Friday	Day Shift: 8:00 a.m. - 4:30 p.m.	<del>18</del> 7 Employees
	<del>Downtown: 6:00 a.m. - 2:30 p.m.</del>	<del>4</del> Employee
	Swing Shift: 4:00 p.m. - 12:00 a.m.	2 Employees
	Night Shift: 12:00 a.m. - 8:00 a.m.	2 Employees
<b>Snow Schedule*</b> 24 hours / 7 days per week	Shift 1: 8:00 a.m. to 8:00 p.m.	<del>11</del> 2 Employees
	Shift 2: 8:00 p.m. to 8:00 a.m.	<del>10</del> 9 Employees
Downtown	6:00 a.m. to 6:00 p.m.	1 Employee

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

## RESPONSE PLAN

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

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

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

## CONTINUATION AND COMPLETION

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

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

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

## PRE-STORM APPLICATION OF SALT BRINE

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

## SALT AND SANDING

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

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

## MATERIALS

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

## SALT STORAGE

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

## BRIDGES

The Street Division is responsible for the maintenance of 5~~2~~<sup>4</sup> bridges within City limits. Bridges often become icy before the adjacent streets because the ambient air temperature is lower beneath the bridges than the ground temperature beneath the pavement. Bridges are monitored for icy conditions by Street Division personnel during normal working hours and after-hours by the Police Department.

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

## CUL-DE-SACS

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

## LOADING AND HAULING OF SNOW

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

## PUBLIC RELATIONS

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

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

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

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

## DISPATCHING REQUESTS FOR SERVICE

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

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

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

## IV. OPERATIONAL PROCEDURES FOR DIFFERENT STORM INTENSITIES

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

### MINOR SNOW EVENT

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

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

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

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

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

### AUTHORITY

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

### ADDITIONAL RESOURCES NEEDED

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

## PUBLIC INFORMATION

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

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

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

## MODERATE SNOW EVENT

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

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

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

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

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

## AUTHORITY

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

## ADDITIONAL RESOURCES NEEDED

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



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

## PUBLIC INFORMATION

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

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

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

## HEAVY SNOW EVENT

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

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

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

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

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

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

## AUTHORITY

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

and direct snow removal resources.

## ADDITIONAL RESOURCES NEEDED

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

## PUBLIC INFORMATION

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

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

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

## SNOW EMERGENCY

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

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

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

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

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

## AUTHORITY

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

## ADDITIONAL RESOURCES NEEDED

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

## PUBLIC INFORMATION

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

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

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

## V. PUBLIC INFORMATION

### ON-STREET PARKING

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

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

### SNOW BLOWING

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

### CUL-DE-SACS

There are approximately 4~~53~~<sup>49</sup> cul-de-sacs in Idaho Falls. It takes considerably longer to clear snow from cul-de-sacs than other "uninterrupted" stretches of City streets. Because of the high cost-to-benefit ratio, cul-de-sacs and dead-end streets have the lowest priority for snow removal. Cul-de-sacs will be plowed, but it will likely be several days after a major storm ends before snow is removed from the middle of cul-de-sac.

### SIDEWALKS

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

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

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

## **RESIDENTIAL DRIVEWAYS**

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

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

## **ALLEYWAYS**

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

## **MAIL DELIVERY**

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

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

## **BROKEN TREE LIMBS**

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

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

## PROPERTY DAMAGE CLAIMS

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

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

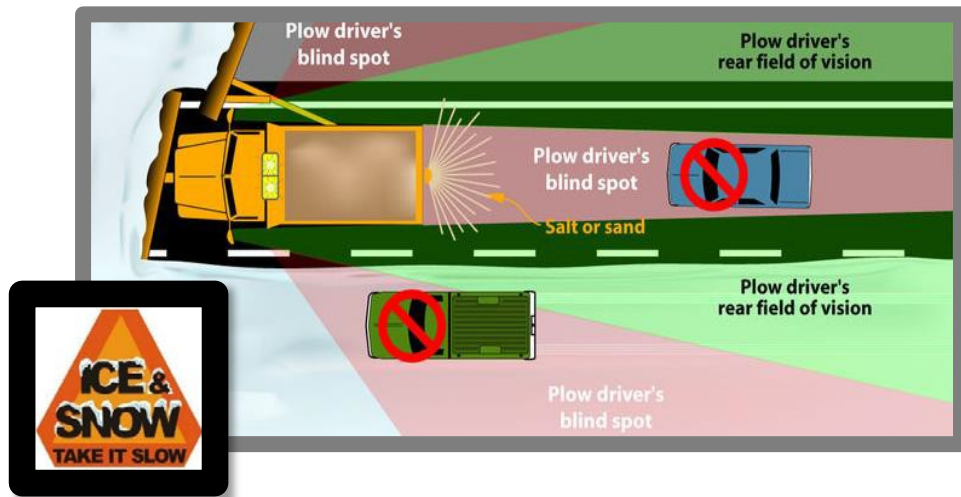
The weight of accumulating snow may cause damage to structures. Such damage is the responsibility of the resident and their insurance company.

### City of Idaho Falls Clerk's Office

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

## SAFETY TIPS

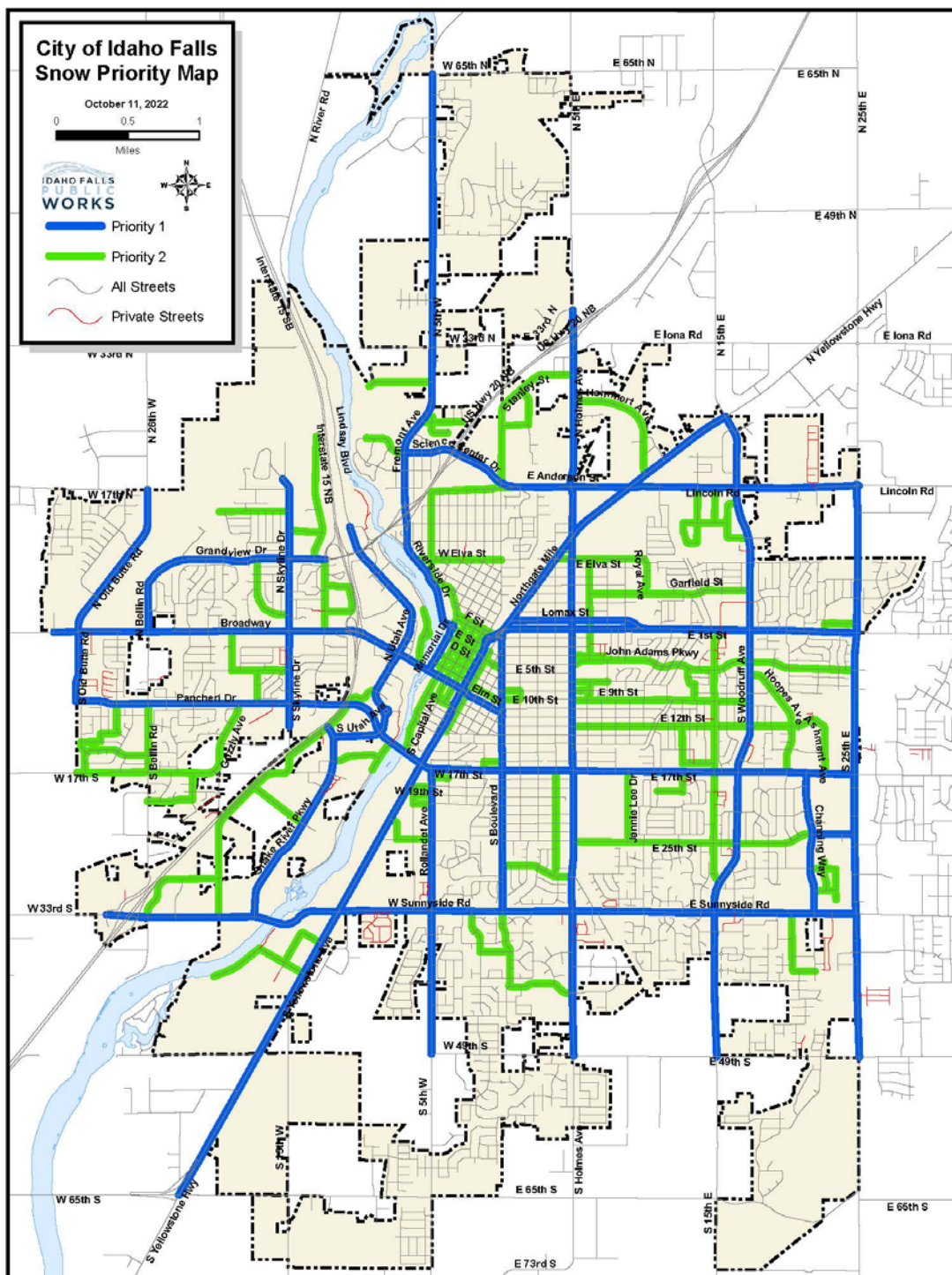
- When trucks are plowing snow and spreading sanding material, stay back from the vehicle 100 feet to avoid problems.
- Plow trucks often have to back up. There are blind spots in the mirrors. For your safety, do not pull up directly behind them. They may not be able to see you.
- When cleaning driveways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





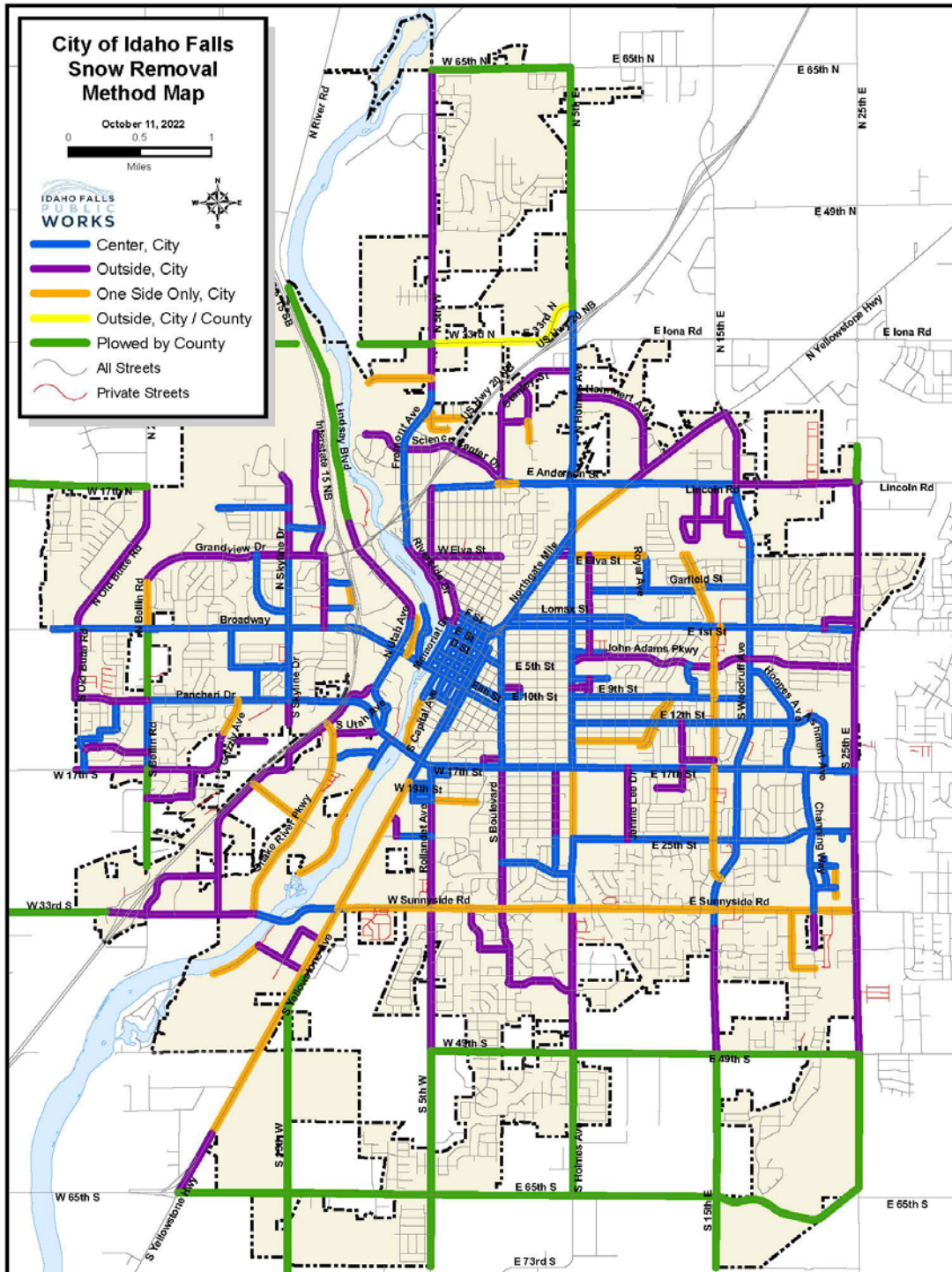
## VI. APPENDICES

### A. Snow Priority Map





## B. Snow Removal Method Map



## C. Idaho Transportation Department Maintenance Agreement

## COOPERATIVE AGREEMENT

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

THIS AGREEMENT, made and executed in duplicate this 15th day of January, 200 4,  
by and between the IDAHO TRANSPORTATION DEPARTMENT, hereinafter called the "State," and the CITY OF  
IDAHO FALLS, hereinafter referred to as the "City."

#### WITNESSETH:

#### 1. RECITALS

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

#### 2. AGREEMENT

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

#### 3. MAINTENANCE DEFINED

Maintenance is defined as follows:

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

#### 4. DEGREE OF MAINTENANCE

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



5. LEGAL RELATIONS AND RESPONSIBILITIES

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

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

6. HIGHWAY

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

7. ROADWAY

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

8. IMPROVED ROADSIDES

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

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

9. UNIMPROVED ROADSIDES

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

10. BRIDGES

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

## 11. TRAFFIC CONTROL DEVICES

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

## 12. FRONTAGE ROADS

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

## 13. ROUTINE MAINTENANCE

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

### a. Roadway

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

### b. Bridges

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



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

**c. Improved Roadsides**

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

**d. Unimproved Roadsides**

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

**e. Traffic Control Devices**

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

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

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



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

#### 14. ENCROACHMENT PERMITS

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

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

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



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

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

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

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

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

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

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

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

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

#### 15. TRANSPORTATION PERMITS

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

#### 16. ROUTE DESCRIPTION

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



## 17. DELEGATION OF MAINTENANCE

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

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

## 17. DELEGATION OF MAINTENANCE

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

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

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

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

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



**18. DELEGATION OF COSTS**

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

**19. SUBSEQUENT IMPROVEMENTS**

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

**20. TERM OF AGREEMENT**

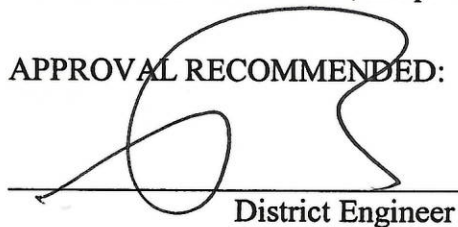
This agreement shall become effective January 15, 2004 and shall remain in full force and effect until amended or terminated.

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

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

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

APPROVAL RECOMMENDED:

  
District Engineer

  
Maintenance Supervisor



IDAHO FALLS

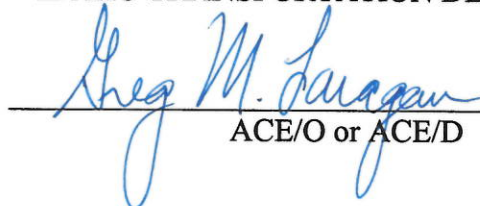
  
Mayor

  
City Clerk

ATTEST:

\_\_\_\_\_  
Secretary

IDAHO TRANSPORTATION DEPARTMENT

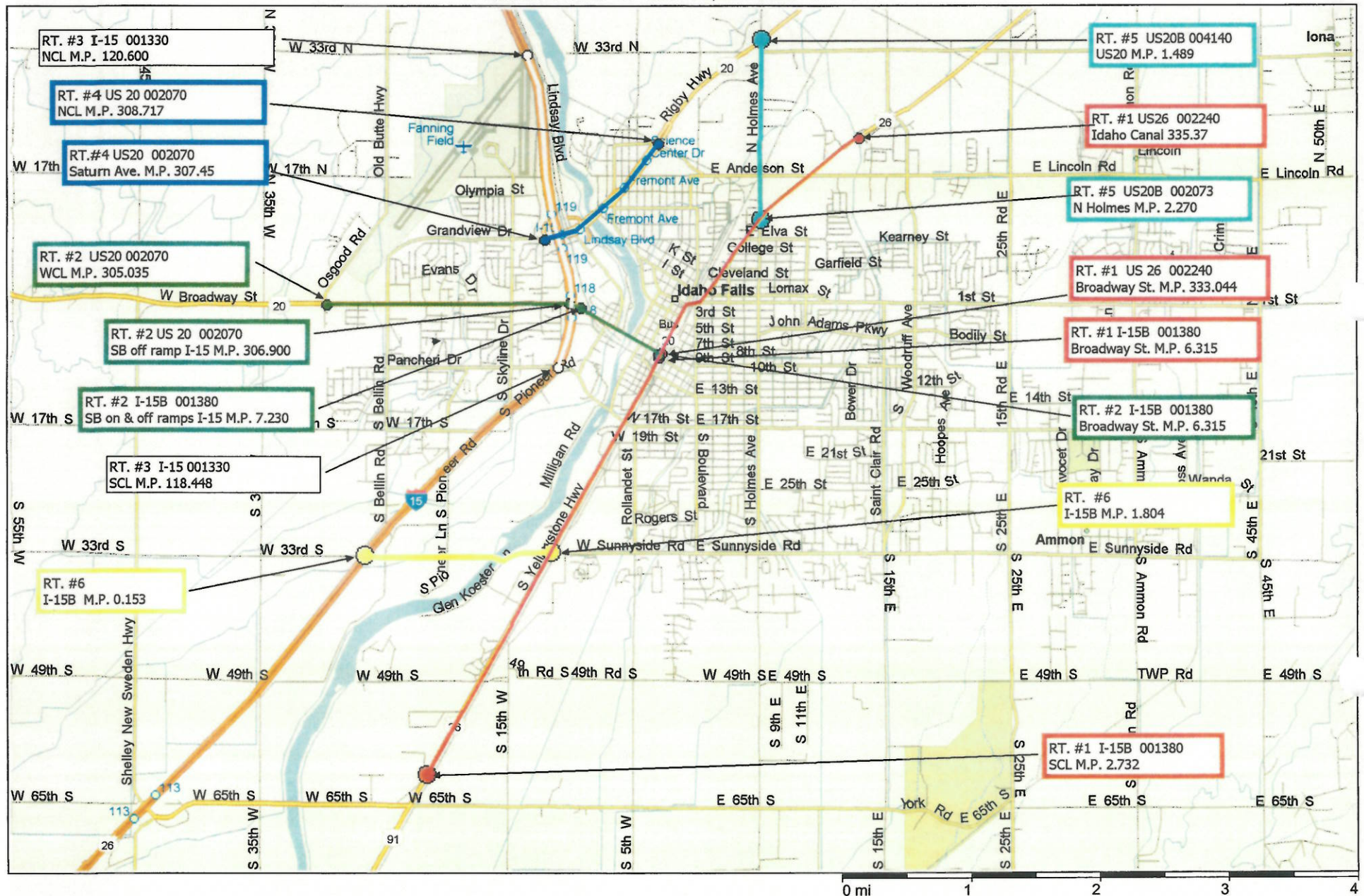
  
ACE/O or ACE/D

• **DELEGATION OF MAINTENANCE CONTINUED:**

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



# Idaho Falls 3. Idaho, United States





# Memorandum

File #: 21-724

City Council Meeting

**FROM:** Chris H Fredericksen  
**DATE:** Tuesday, November 15, 2022  
**DEPARTMENT:** Public Works

## Subject

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

## Council Action Desired

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

Approve the request to expand the Sewer Service Area for IBSD (or take other action deemed appropriate).

## Description, Background Information & Purpose

Public Works is in receipt of a request from the IBSD to increase the District's sewer service area boundary by 2.104 acres. The proposed expansion includes property located north of East Iona Road and east of North 25th East, as depicted in Exhibit A.

Section 8 of the Cooperative Agreement for Sewage Collection and Treatment between Idaho Falls and the District requires that enlargements to the sewer service area be approved by the City of Idaho Falls. The City had previously requested that the District not expand its sewer service area unless alternative means were secured for sewage to reach the Wastewater Treatment Plant. Currently, the Sunnyside Sanitary Sewer Trunk line carries all flow from the District to the Plant. The District did reduce its service area in response to our request and is approximately 16.60 acres smaller than when originally requested by the City.

The District's sewer service area would still be approximately 14.50 acres smaller than it was in 2016, if this request is approved.

## Alignment with City & Department Planning Objectives



This request conforms to the community-oriented results of well-planned growth and development and environmental sustainability.

**Interdepartmental Coordination**

N/A

**Fiscal Impact**

Expansion of the sewer service area will have no out-of-pocket expense to the city.

**Legal Review**

N/A

2022-80



# Exhibit A

November 10, 2022

1" = 200'

IDAHO FALLS  
PUBLIC  
WORKS



**Proposed IBSD  
Service Area Annexation**

**2.104 Acres**

**E Iona Rd**

**Tebbin Dr**

**Pinnacle Dr**

**Pinnacle Dr**

**Tage Ave**

**Oscar Ave**

**Lucina Ave**

**Dallin Dr**





# Memorandum

File #: 21-727

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Tuesday, November 15, 2022  
**DEPARTMENT:** Idaho Falls Power

## Subject

IFP 23-05 Meter Inventory for Idaho Falls Power

## Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing

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

Approve the purchase of 2200 meters from Stuart C. Irby, for a total of \$271,000 (or take other action deemed appropriate).

## Description, Background Information & Purpose

Idaho Falls Power solicited bids from qualified vendors to purchase meter inventory. Only one bid was received with Stuart C. Irby/Irby Utilities being the lowest responsive, responsible bidder.

## Alignment with City & Department Planning Objectives



The purchase of the meters supports the economic, growth and livable community-oriented results by improving the outage management system and therefore providing a higher level of customer service by reducing the duration of unplanned power outages. This action also supports the reliability element of the IFP strategic plan.

## Interdepartmental Coordination

n/a

## Fiscal Impact

Funds are budgeted for in the 2023 Idaho Falls Power Budget.

## Legal Review

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

Idaho Falls Power Bid Tabulation												
Project:	IFP Revenue Meters			Number:	IFP - 23-05							
Submitted:	Krista Thornton Acting Facilities Manager			Date:	11/9/2022							
				Stuart C. Irby								
	Description	Quantity	Unit	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time
1	12S Revenue Meters	700	each	\$ 130.00	\$ 91,000.00	52 weeks						
2	2S Revenue Meters	1500	each	\$ 120.00	\$ 180,000.00	52 weeks						

Recommended Award

Sub Total \$ -

Attending:  
Wid  
Krista  
Lincoln  
Linda

# CITY OF IDAHO FALLS

## INSTRUCTION TO BIDDERS

### Invitation to Bid Number: IFP - 23 - 05

#### INVITATION:

Sealed proposals for furnishing New Electric Revenue Meters as described in "Specifications" will be received at the Office of Idaho Falls Power 140 South Capital, Idaho Falls, Idaho 83402 until 1:30 PM on the 9th day of November, 2022, and then will be publicly opened and read, in the large conference room at the Idaho Falls Administration Building located at 140 S Capital, Idaho Falls, Idaho, 83402. The **Envelope** containing your proposal must be sealed, show the Invitation to Bid Number, the date and the time of your opening and your Company name. The price page(s) and the signature page(s) of the proposal must be the original, copies or faxed copies are not acceptable and will result in rejection of the bid.

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

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



## Page 2

Monday through Friday, except Holidays  
8:00 a.m. to 3:00 p.m.

The intention of the specifications is to describe the New Electric Revenue Meters in sufficient detail to secure bids on comparable equipment and/or product. Unit and/or Product bid shall meet or exceed specifications listed. Proposal to be submitted on forms furnished.

The original bid documents may be duplicated and/or faxed for Bidder to obtain additional copies, however the submitted bid proposal of the price page(s) and the signature page(s) must be the original entries and signature of the Bidder, copies or faxed copies are not acceptable and will result in rejection of the bid. **Please sign with BLUE ink.**

The City of Idaho Falls Purchasing Department may be reached by calling 208-612-8433.

A complete copy of factory and/or dealer's warranty must accompany bid proposal. The bidder shall also indicate where and who will perform necessary warranty work. The bidder will also need to include a copy of the manufacture's descriptive literature of the proposed equipment.

The successful Bidder shall be required to execute a Certificate of Eligibility (See attached) as a condition for the award of this Bid / Contract.

Interpretations, corrections and changes of the bid proposal will be made by Addendum. Addendums will be faxed, mailed or delivered to all parties recorded by the Purchasing Department as having received the bidding documents. Interpretations, corrections and changes of the bid proposal made in any other manner will not be binding, and Bidders shall not rely upon them.

This formal bid document and subsequent Purchase Order are to be considered the City's sole terms and conditions. Bids submitted with any additional terms and conditions may not be considered.

**BASIS OF AWARD:**

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

**BID IRREGULARITIES:**

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

**TERM OF BID AND BID AWARD:**

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

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

**BID EVALUATION:**

Vendor shall bid and price all items in each section for bid to be valid. Evaluation for award will be made according to **price and delivery date**. Vendor may bid on one and / or more sections.

**DISCLAIMER:**

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

**FUTURE ORDERS**

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



**CERTIFICATE OF ELIGIBILITY**

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

Irby Utilities, represented by Joe Rhoades represents that:  
(Bidder/Vendor) (Representative's Name)

- 1) For the purposes of this certificate, the term "Ineligible Person" shall mean any officer, agent or employee of the City of Idaho Falls, and the spouse and any member of the household of such officer, agent or employee. The term "Ineligible Entity" shall mean any corporation, partnership, trust, association, sole proprietorship or organization of any kind in which an Ineligible Person holds any pecuniary or ownership interest of any kind or which employs an Ineligible Person.
- 2) Bidder is not an Ineligible Person or Ineligible Entity.
- 3) No Ineligible Person or Ineligible Entity has an interest of any kind in the abovementioned Bidder, nor will any Ineligible Person nor Ineligible Entity receive any consideration or benefit of any kind on account of the above-referenced project or purchase.
- 4) To the best of my knowledge no Ineligible Person or Ineligible Entity has any interest in the above-referenced project or purchase, which is prohibited under Idaho Code Section 59-201.
- 5) I am over eighteen (18) years of age, have personal knowledge of the foregoing and would so testify if called upon in a court of law.

Dated the 31st day of October, 2022.

BIDDER/VENDOR:

Joe Rhoades

Representative's Signature

Irby Utilities

Bidder/Vendor

-----

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BIDDER/VENDOR:

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Bidder/Vendor

**BID ITEM NUMBERS /SPECIFICATIONS / BID EVALUATION AND PRICING:**

Item No	Quantity Requested	UOM	Unit Cost	Extended Cost	Delivery Time
1	700	Each	<u>\$130.00</u>	<u>\$91,000.00</u>	<u>52 WEEKS</u>
METER: FORM 12S CLASS 200 PROGRAM REXU 500 ELSTER STYLE #ZH5W3A00004 REXU, WITH REMOTE DISCONNECT, GRAY LABEL 3 PHASE, 3W, NETWORK (2STR) 30, 120VAC 60Hz, SERVICE DISCONNECT PLATE - "RD" STAMPED ON PLATE IFP #920 207 12201					
2	1,500	Each	<u>\$120.00</u>	<u>\$180,000.00</u>	<u>52 WEEKS</u>
METER: FORM 2S CLASS 200 REMOTE DISCONNECT REXU 1 PHASE, 3W 30 A, 200 AMPS, 240VAC 60Hz SERVICE DISCONNECT, NONE, NONE, VERSION 4 WITH REMOTE DISCONNECT GRAY LABEL PLATE - "RD" STAMPED ON PLATE RES PROGRAM 500 ELSTER STYLE #ZHCW4A00004 IFP #920 207 10200					

**SIGNATURE PAGE:**

Exceptions: If the terms and conditions provided on the preceding pages cannot be met, bidders are instructed to note those terms and conditions with which they take exception, giving a full explanation and sign below. If no exceptions are taken, write "**NONE**" and sign below.

Bidder's State of Domicile UTAH. Failure to furnish information on State of Domicile may result in Rejection of Bid. (Please see section entitled Bidder's State of Domicile).

Amount of Bid Preference Penalty (If Applicable) \_\_\_\_\_.

**\*\*BID PROPOSAL SIGNATURE\*\***

<u>Joe Rhoades</u>	<u>Irby</u>
Representative's Signature	Company
<u>Joe Rhoades</u>	<u>6312 w beagley road</u>
Representative's Name—Printed	Address
<u>Jrhoades@irby.com</u>	<u>West valley city</u>
Representative's E-Mail Address	City
<u>801-724-3060</u>	<u>Utah</u> <u>84128</u>
Telephone	State Zip Code
<u>n/a</u>	<u>10/31/22</u>
Fax Telephone	Date



## Quotation 22249314

ORIGINAL

Valid From: 10/31/2022  
Valid to: 11/30/2022

**Sold to:** 616690

City of Idaho Falls  
308 Constitution Way  
Idaho Falls ID 83402  
United States

TAX Reg.No:

**Ship to:** 1891440

Idaho Falls Power  
140 Scapital Ave  
Idaho Falls ID 83405  
United States

Elster Solutions, LLC  
208 S Rogers Lane  
Raleigh NC 27610  
United States

**Bill to:** 616690

City of Idaho Falls  
308 Constitution Way  
Idaho Falls ID 83402  
United States

**Currency:** USD

Payment Terms: Net 30 Days After Invoice Date  
Incoterms: FOB Destination  
Reference No: RFQ - Idaho Falls

ITEM NO.	MATERIAL NO. DESCRIPTION	QTY	ORD	UOM	LEAD TIME DAYS	UNIT PRICE	EXT. PRICE
					REQ DEL DATE	EST DEL DATE	
000010	REXU Elster REXU ELECT. METER Duty Tariff Code: 9028300000 Country of origin: United States Configured Model Nbr: ZH5W3A00004D,00000REXIFP-33 Key Number: REXU Product Family: ZH-ZH- REXU GREXU METER Service Type /Test Amps: 5W-3 PHASE; 3W; NETWORK(2 STR) 30 Voltage / Module: 3-120VAC; ZIGBEE DEPOPULATED 60H Relays & Disconnect: A-SERVICE DISCONNECT Communication Options: 00-NONE Miscellaneous Options: 0-NONE Mesh Type: 0-Elster EnergyAxis Hardware Version: 4-Version 4	700		EA	56 10/30/2023	130.00 10/30/2023	91,000.00

### Comments

If you have any queries, please contact the Sales Representative at the number(s) listed. The delivery date will be confirmed at the time of order placement. Lead time days represents working days. Standard prices will be charged if the quote number is not provided as a reference number when placing your order. If at any time, Seller's costs of production, including raw materials, have increased by 5% or more, then the Seller shall have the right to increase the prices on each product accordingly.

Registered No:	3580408	VAT Reg No:		Federal ID #:	16-1636768	Duns #:	125983887
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Registered Address: Elster Solutions, LLC, 208 South Rogers Lane, Raleigh, 27610-2144, United States

Customer Support: Customer Care Rep: Global Customer Care (GCC) Sales Rep:

See line level for contact information

For our standard Terms and Conditions see overleaf.

Remittance Email: HoneywellAmericasRemits@Honeywell.com



Quotation 22249314						ORIGINAL	
Valid From: 10/31/2022 Valid to: 11/30/2022			Elster Solutions, LLC 208 S Rogers Lane Raleigh NC 27610 United States				
ITEM NO.	MATERIAL NO. DESCRIPTION	QTY ORD	UOM	LEAD TIME DAYS REQ DEL DATE	UNIT PRICE EST DEL DATE	EXT. PRICE	
<div style="display: flex; justify-content: space-between;"> <div> Regulatory Compliance: D-Default- No value  Nameplate Color: STD  Sales Rep: </div> <div> </div> </div> <div style="display: flex; justify-content: space-between;"> <div>LEAD TIME: 52 WEEKS ARO</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div> 000020 REXU  Elster REXU ELECT. METER  Duty Tariff Code: 9028300000  Country of origin: United States  Configured Model Nbr: ZHCW4A00004D,00000REXIFP-31  Key Number: REXU  Product Family: ZH-ZH- REXU GREXU METER  Service Type /Test Amps: CW-1 PHASE; 3W 30 A; 200 AMPS; 2S  Voltage / Module: 4-240VAC; ZIGBEE DEPOPULATED 60H  Relays &amp; Disconnect: A-SERVICE DISCONNECT  Communication Options: 00-NONE  Miscellaneous Options: 0-NONE  Mesh Type: 0-Elster EnergyAxis  Hardware Version: 4-Version 4  Regulatory Compliance: D-Default- No value  Nameplate Color: STD  Sales Rep: </div> <div> 1,500 EA 56  10/30/2023 </div> <div> 120.00  10/30/2023 </div> <div> 180,000.00 </div> </div> <div style="display: flex; justify-content: space-between;"> <div>LEAD TIME: 52 WEEKS ARO</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div></div> <div> Total before TAX  Total Amount </div> <div> 271,000.00  271,000.00 </div> </div>							
Registered No: 3580408		VAT Reg No:		Federal ID #: 16-1636768		Duns #: 125983887	
Registered Address: Elster Solutions, LLC, 208 South Rogers Lane, Raleigh, 27610-2144, United States							
Customer Support:		Customer Care Rep:		Global Customer Care (GCC)		Sales Rep:	
See line level for contact information							
For our standard Terms and Conditions see overleaf.							

## TERMS AND CONDITIONS

### Honeywell Process Solutions-Smart Energy- Elster Solutions, LLC Sales Terms and Conditions

#### 1. GENERAL DEFINITIONS

- 1.1. "Affiliate" means any entity that controls, is controlled by or is under common control with, another entity. An entity is deemed to "control" another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or to otherwise direct the affairs or management of the other entity. The term Affiliate includes, among other entities, subsidiaries.
- 1.2. "Agreement" means the written agreement, including these Sales Terms and Conditions and any addendum to them ("Addendum") together with relevant Orders, made between Buyer and Honeywell for the Deliverables.
- 1.3. "Buyer" means the entity issuing an Order.
- 1.4. "Buyer Personal Data" means Personal Data received by Honeywell from or on behalf of Buyer in connection with Honeywell's performance of its obligations under the Order as more particularly described in this Agreement.
- 1.5. "Deliverables" means equipment and parts (collectively "Products"), services ("Services") and Software, each supplied or licensed by Honeywell to Buyer under an Order.
- 1.6. "Honeywell" means Elster Solutions, LLC or, the Honeywell International Inc. Affiliate that accepts the Order.
- 1.7. "Order" means a Buyer purchase order accepted by Honeywell.
- 1.8. "Party" means Honeywell or Buyer and "Parties" means both.
- 1.9. "Personal Data" means the definition in the EU General Data Protection Legislation (GDPR) (Regulation (EU) 2016/679) regardless of the applicable privacy laws.
- 1.10. "Software" means software (in any form, including as a service) and firmware provided by Honeywell, and all related documentation, data files, modules, libraries, and elements. Software includes any updates, upgrades, error corrections, changes or revisions delivered by Honeywell to Buyer under the Agreement or a separate agreement.

#### 2. DELIVERY AND ACCEPTANCE

- 2.1 Delivery terms are EX-Works (INCOTERMS 2010) Honeywell's facility. Title to Products passes to Buyer when Honeywell places Products at Buyer's disposal at Honeywell's facility. Buyer grants Honeywell a security interest in Products until paid in full, subject to applicable law. Deliverables are deemed accepted unless Buyer sends written notice specifying reasonable basis for rejection within 30 days after delivery. Honeywell will, at its option, repair, replace, or re-perform rejected Deliverables.
- 2.2 If a delivery hereunder is delayed due to Buyer's actions or inaction, Honeywell may extend delivery time equal to the length of such delay and shall be entitled to receive compensation for reasonable costs incurred by Honeywell resulting from such delay.
- 2.3 Honeywell will invoice handling costs, including for additional storage and logistics, if Buyer does not take delivery within 30 days after Honeywell sends written notice to Buyer that the Deliverables are available for delivery.

#### 3. PAYMENT

- 3.1 Buyer will pay invoices within 30 days from the date of invoice to the account specified by Honeywell with immediately available funds through electronic transfer. Honeywell may submit invoices electronically. Payment must be made in U.S. currency unless agreed otherwise in the Order.
- 3.2 Buyer must provide the following remittance information when making a payment: (a) invoice number, (b) amount paid. Payment must be in accordance with the "Remit To" field on each invoice. If remittance information is missing, Honeywell will invoice service fee of \$ 500 for each such occurrence.
- 3.3 Honeywell may make partial deliveries that will be invoiced as they are delivered.
- 3.4 Honeywell may also increase price and recover associated costs, for the following that occur between the date of the Order and delivery: (a) foreign exchange variation, (b) increased cost of third party content and materials, (c) periodic price increase of Products and Services, (d) impact of government tariffs, and (e) increases in costs of industrial metals as published by the London Metal Exchange (<https://www.lme.com>)
- 3.5 If Buyer pays late, Honeywell may: (a) suspend deliveries until all delinquent amounts and late interest, if any, are paid, (b) repossess Products or software for which payment has not been made, (c) charge interest for non-payment at lesser of 1.5 % per month for each full or partial month or the maximum legal rate available under governing law, (d) recover all costs of collection, including but not limited to reasonable attorneys' fees, and (e) combine any of the above rights and remedies as may be permitted by applicable law.
- 3.6 If Buyer does not dispute an invoice within 15 days after invoice date, Buyer has waived the right to do so. Honeywell reserves the right to correct any inaccurate invoices.
- 3.7 Buyer may pay by following credit cards: Visa, MasterCard or American Express. Honeywell accepts credit card payment only if the credit card is charged on the same day Honeywell invoices Buyer or before the date of the Honeywell invoice.
- 3.8 Buyer may not set off invoiced amounts against sums that are due from Honeywell. Honeywell extends credit only if Buyer maintains acceptable credit standing.

#### 4. TAXES

Honeywell invoices for taxes, duties and charges, which are Buyer's responsibility, unless Buyer provides acceptable exemption verification.

#### 5. FORCE MAJEURE AND DELAY

Except payment obligations, neither Party is liable for failure to meet its obligations affected by a force majeure event. If performance is so delayed longer than 90 days, either Party can terminate the Order with notice. If Buyer causes delay, Honeywell is entitled to adjust price, schedule and other affected terms.

#### 6. WARRANTIES

- 6.1. Honeywell warrants Honeywell Products comply with applicable Honeywell specifications and are free from material defects in workmanship and material for 12 months after date of delivery, and Services materially comply with defined requirements for 30 days from the date services are performed. Third party warranties, if any, are transferred to Buyer to the extent Honeywell has the right to transfer. Honeywell will, at its option, repair or replace defective Products, if returned to Honeywell within the warranty period, and re-perform defective Services if notified to Honeywell during the warranty period. Products repaired or replaced and Services re-performed are warranted for the remainder of the original warranty period or 90 days (for Products) whichever is longer.
- 6.2. Honeywell is not, and will not be, liable for defects attributable to: (a) noncompliance with Honeywell's instructions, (b) unauthorized alterations or repairs, (c) accident, contamination, abuse, or negligence, or (d) damage caused by failure of any item or service not supplied by Honeywell.
- 6.3. WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE REMEDIES IN THIS SECTION ARE BUYER'S ONLY REMEDIES FOR BREACH OF WARRANTY.

#### 7. LIMITATION OF LIABILITY

IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES. THE AGGREGATE LIABILITY OF HONEYWELL RELATED TO THE ORDER WILL IN NO CASE EXCEED THE LESSER OF THE INITIAL ORDER PRICE OR US \$1,000,000. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS APPLY IF LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE.

#### 8. PATENT AND COPYRIGHT INDEMNITY

- 8.1. Honeywell will defend any suit against Buyer claiming that a Deliverable infringes a valid United States patent or copyright existing as of the Agreement effective date and will indemnify Buyer for any final judgment against Buyer resulting from the suit provided Buyer: (a) gives Honeywell prompt notice when Buyer becomes aware of a third-party claim, (b) gives complete authority and assistance (at Honeywell expense) for disposition of the claim, and (c) makes no prejudicial admission about the claim.
- 8.2. Honeywell has no liability, and Buyer will indemnify Honeywell for claims related to: (a) Deliverables supplied per Buyer designs, drawings or specifications, (b) Deliverables used other than for the purpose for which they were delivered, (c) combining a Deliverable with a product or software not supplied by Honeywell, (d) modification of a Deliverable by anyone other than Honeywell, (e) compromise or settlement made without written Honeywell consent, or (f) Buyer's failure to install updates, upgrades, error corrections, changes, or revisions provided by Honeywell. Honeywell has no liability for Buyer's costs or attorney fees.
- 8.3. If an infringement claim is made or is likely, Honeywell may at its option and expense: (a) procure the right for Buyer to continue using the Deliverable, (b) modify the Deliverable to be non-infringing, or (c) accept return of the Deliverable (and terminate Buyer's applicable software license) and credit Buyer the purchase price paid for the Deliverable, less reasonable depreciation for use, damage and obsolescence. Failure of Buyer to accept any of the above remedies in lieu of the infringing Deliverable relieves Honeywell of any liability for infringement. Failure to ship infringing Deliverables will not breach the Agreement.
- 8.4. THIS SECTION STATES HONEYWELL'S ENTIRE LIABILITY AND BUYER'S SOLE RECOURSE AND EXCLUSIVE REMEDIES WITH RESPECT TO INFRINGEMENT. ALL WARRANTIES AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, WHETHER STATUTORY, EXPRESS OR IMPLIED, ARE DISCLAIMED.

#### 9. CHANGE ORDERS

Either Party may make changes within the scope of an Order subject to acceptance by the other Party. Honeywell will inform Buyer if the change causes a price or schedule adjustment. The change will be effective and Honeywell may begin performance upon the Parties' authorized signature of a change order.



## TERMS AND CONDITIONS

### 10. DEFAULT AND TERMINATION

Either Party may terminate or suspend an Order for material breach of the Agreement if the breaching Party fails to begin a cure within 10 days after receipt of written notice from non-breaching Party specifying the grounds, and to continue diligently to cure the breach. If Buyer cancels an Order without cause, Honeywell may enforce any available remedies against Buyer, including seeking recovery of expenses incurred by Honeywell due to producing Deliverables, such as expenses and costs associated with demobilization, remobilization, contract breakage, restocking, product obsolescence and stranded costs. Honeywell may cancel any applicable pricing discounts if Buyer fails to pay timely an undisputed invoice. Honeywell will notify Buyer and parties will engage in a mandatory executive escalation meeting with authorized decision makers within 10 days from Honeywell's non-payment notice.

### 11. INVENTIONS AND INTELLECTUAL PROPERTY

11.1. "Intellectual Property" means all copyrights, trademarks, trade secrets, patents, utility models and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.

11.2. No right, title or interest in Intellectual Property provided by Honeywell is transferred to Buyer under the Agreement, including Intellectual Property existing prior to, or created independently of, the performance of the Agreement. All Intellectual Property and results of Services, including software, models, designs, drawings, documents, inventions, and know-how ("Inventions"), conceived or developed by Honeywell in connection with the Agreement, are the sole property of Honeywell and Buyer assigns any rights it may have in such Inventions to Honeywell. Buyer has no right or license to Intellectual Property or Inventions provided by Honeywell, except as granted in the Agreement.

Honeywell and its suppliers retain all right, title and interest to all Software, and all modifications and enhancements thereof, and no right, title, or interest in the Software, or any copies thereof, is transferred to Buyer. Buyer will hold all Software supplied by Honeywell in strict confidence and will use best efforts not to disclose Software to others. All Software delivered by Honeywell is subject to a software license or software subscription agreement ("License"). If Buyer does not agree to a License with Honeywell, Buyer does not have a license or right to Software.

Buyer retains all rights that Buyer already holds in data and other information that Buyer or persons acting on Buyer's behalf input, upload, transfer or make accessible in relation to, or which is collected from Buyer or third party devices or equipment by, the Deliverables ("Input Data").

11.3. Honeywell and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop Honeywell's products or services. Honeywell and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Buyer. Any Buyer Personal Data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell's confidential information. This section survives termination of this Agreement.

### 12. CONFIDENTIAL INFORMATION

12.1. "Confidential Information" is information that: (a) is marked as "Confidential" or "Proprietary" at the time of disclosure; or (b) is disclosed orally or visually, is identified by the Party disclosing the information ("Discloser") as confidential at the time of disclosure, and is designated as confidential in a writing sent to the receiving Party ("Recipient") within 30 days after disclosure that summarizes the Confidential Information sufficiently for identification, or (c) is Personal Data.

12.2. Recipient will:

(a) use the Confidential Information only for the performance of the Agreement ("Purpose"); (b) disclose Confidential Information only to its employees and any sub-contractors or third parties required to have Confidential Information for the Purpose and who are legally bound in writing to Recipient to protect the Confidential Information in accordance with terms and conditions no less stringent than those imposed under this Agreement; and (c) protect Confidential Information using the same degree of care, but no less than reasonable care, as Recipient uses to protect its own confidential information of a like nature. Recipient will reproduce the restrictive legends of the original on copies it makes. Recipient may disclose Confidential Information to a third party only if authorized in writing and under conditions required by Discloser. Recipient is responsible to Discloser for any violation of the confidentiality obligations by its employees or an authorized third party of the Recipient.

Within 30 days of Discloser's written request, Recipient will return or destroy all Confidential Information of Discloser, including all copies thereof, and will certify to such return or destruction in writing to Discloser. Unless otherwise specified, each Party's obligations with respect to the Confidential Information of the other Party will continue for five years after the date of receipt.

Confidential Information will not include any information that:

(a) was in Recipient's possession and not subject to an obligation of confidentiality before receipt from Discloser; (b) is or becomes legally available in the public domain through no fault of Recipient; (c) was rightfully received by Recipient from a third party who had no obligation of confidentiality, either directly or indirectly, to Discloser; or (d) was independently developed by Recipient without use of or reference to Discloser's Confidential Information.

If Recipient is required to disclose Confidential Information by applicable law, statute, regulation, or court order, Recipient will, if legally permitted, (x) give Discloser prompt written notice of the request and a reasonable opportunity to object to the disclosure and seek a protective order or appropriate remedy; and (y) disclose Confidential Information only to the extent required.

12.3. The parties agree that breach of the confidentiality obligations by the Recipient will cause irreparable damage for which money damages will not be fully adequate, and Discloser is entitled to seek injunctive relief, in addition to any other legal remedies.

### 13. DATA PRIVACY

13.1 Honeywell may process Buyer Personal Data in relation to the Deliverables as detailed in this Agreement and including in accordance with the following scope, in each case as further specified in an Order as necessary:

Categories of Data Subjects: Buyer and Buyer's Affiliates' customers, employees, contractors, end-users and service providers.

Categories of data: name, contact information (including physical addresses, email address and telephone numbers), location information, facility, device or equipment usage data.

Special categories of data: Buyer Personal Data processed by Honeywell shall not include special categories of data.

13.2. Buyer Personal Data may be processed in relation to this Agreement. To the extent the laws of a jurisdiction recognize the roles of "data controller" and "data processor" as applied to Personal Data then, as between Buyer and Honeywell, Buyer acts as data controller and Honeywell acts as data processor and shall process Personal Data solely on behalf of and in accordance with Buyer's documented instructions, the Agreement and applicable privacy laws and only to the extent, and for so long as necessary, to provide, protect, improve or develop the Deliverables and/or related services and perform rights and obligations under the Agreement. Both Parties shall comply with their obligations under applicable privacy laws including in their respective roles as controller and processor of Personal Data.

13.3. Buyer authorizes Honeywell to share Personal Data with sub-processors (including Affiliates and service providers) located in any jurisdiction in connection with the Agreement, provided Honeywell uses legally enforceable transfer mechanisms and contractually requires sub-processors to abide by terms no less restrictive than those in the Agreement with regards to processing of Personal Data.

13.4. Honeywell shall have no liability for any losses, costs, expenses or liabilities arising from or in connection with processing of Personal Data in compliance with the Agreement or otherwise in compliance with Buyer's written instructions.

13.5. Honeywell shall refer all data subject requests to exercise rights under applicable privacy laws to Buyer and provide reasonable assistance to enable Buyer to comply with such requests, enable Personal Data security, respond to complaints or inquiries and to conduct any privacy impact assessments, provided Buyer reimburse all reasonably incurred costs.

13.6. Upon termination Honeywell shall delete or anonymize all Buyer Personal Data, except Honeywell may retain Buyer Personal Data if required or permitted by applicable law for compliance, audit or security purposes.

13.7. If Honeywell processes Personal Data relating to data subjects in the European Economic Area ("EEA"), Switzerland or Philippines: (i) if Honeywell believes any instruction from Buyer will violate applicable privacy laws, or if applicable law requires Honeywell to process Personal Data relating to data subjects in the EEA in a way that is not in line with Buyer's documented instructions Honeywell shall notify Buyer in writing, unless the law prohibits such notification on important grounds of public interest; (ii) Honeywell shall upon request make available the identity of sub-processors and notify any intended addition or replacement and Buyer shall have 5 business days to object. If Buyer objects and the parties do not resolve within 1 month, Honeywell may terminate without penalty on written notice; and (iii) Honeywell shall ensure personnel processing Personal Data of EEA data subjects have committed to confidentiality in relation to such processing.

13.8. Where transfers of Personal Data require: (i) Buyer authorizes Honeywell and Honeywell Affiliates to act as agent for the limited purpose of binding Buyer as principal, in the capacity of "data exporter", to a Honeywell inter-group or Honeywell and service provider data transfer agreement comprising the Standard Contractual Clauses for the transfer of personal data to processors established in third countries adopted by the European Commission ("SCCs") and (ii) the parties agree that the SCCs (located at [https://ec.europa.eu/info/law-topics/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries\\_en](https://ec.europa.eu/info/law-topics/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en) or updated more recent website) shall be deemed to have been signed by Buyer and Buyer's affiliates, in the capacity of "data exporter", and by Honeywell and/or Honeywell's affiliates, in the capacity of "data importer" and the information required to be provided in the SCCs' appendices shall be as described in this Section or separately agreed in writing.

13.9. Security is governed by the policies as further specified in the Order. If no additional Security Policy is specified in the Order, Honeywell will use reasonable administrative, physical and technical safeguards to protect Personal Data and Input Data and follow industry-standard security practices. Buyer will implement reasonable administrative, physical and technical safeguards to protect Deliverables and follow industry-standard security practices. Buyer is solely responsible for costs incurred due to unauthorized use or access through Buyer's account credentials or systems.

13.10. To the extent Honeywell has not obtained or provided Buyer with evidence of formal certification under SOC2 Type 1 and Type 2 (or equivalent), Buyer may audit Honeywell's compliance with this Section once per year, or more frequently if applicable laws require. Audits will occur following Buyer's written request at least 90 days prior to the proposed start date and Buyer providing a reasonably detailed audit plan describing the proposed scope, start date and duration. The Parties will work in good faith to agree on a final audit plan. Each Party will bear their own costs related to the audit. The audit will be conducted during Honeywell regular business hours at the applicable facility, subject to the published policies of that facility, and may not unreasonably interfere with business activities. If a third party is to conduct the audit they must execute a written confidentiality agreement acceptable to Honeywell. If the information required for an audit is not contained in existing reports, Honeywell will make reasonable efforts to provide it to the auditor. To preserve the security of Honeywell customers and organization Honeywell reserves the right to not share information that could expose or compromise its security, privacy, employment policies or obligations to other customers or third parties or share Confidential Information. Records may not be copied or removed from Honeywell facilities. Buyer will generate and provide Honeywell with an audit report within 3 months of audit end, unless prohibited by law. Audit reports are Honeywell Confidential Information and may only be used for the purposes of meeting Buyer's regulatory requirements or confirming Honeywell's compliance with this Section.

13.11. Honeywell shall evaluate and respond to any confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorized access, disclosure or use of the Deliverables and/or of Buyer Personal Data due to a breach of Honeywell's obligations under this Section (each a "Security Incident"), and will work with Buyer (and where necessary with outside regulatory and law enforcement authorities) to develop response strategies and respond to and mitigate the adverse effects of a Security Incident. Where it is determined a Security Incident has occurred, Honeywell shall notify Buyer without undue delay and as relevant information becomes available to assist Buyer in meeting its potential reporting or notice obligations under applicable law. Honeywell shall include a description, whether and what type of Personal Data or Input Data may have been affected and such information as Honeywell may reasonably request, unless the law prohibits it. Buyer shall work with Honeywell in good faith to develop any related public statements or required notices resulting from a Security Incident. Provided Honeywell is in material compliance with its obligations under this Section, Honeywell's obligations set out in this Section are Honeywell's sole obligations, and Buyer's sole and exclusive remedy, for Security Incidents.

13.12. Each Party may process certain business contact details relating to individuals engaged by the other Party in the performance their obligations under this Agreement ("Staff"). Each Party will take appropriate technical and organizational measures to protect such Personal Data against Security Incidents and shall securely delete it once no longer required for the purposes for which it is processed. Where required under applicable privacy laws, each Party shall inform its own Staff that they may exercise their rights in respect of their Personal Data against the other Party by submitting a written request with proof of identity to that other Party.

### 14. MISCELLANEOUS

14.1. Each Party is responsible for compliance with all import, export, and re-export control laws and regulations and will mutually cooperate as needed.

14.2. Honeywell may suspend Services at Buyer's expense if Honeywell determines that performance of Services may compromise safety.

14.3. Buyer will allow Honeywell to issue mutually agreeable press releases, technical papers, photographs and other publications relating to this Agreement and the general operation of the Deliverables.

14.4. While cyber security services will be provided in professional and workmanlike manner, and include reasonable efforts to validate that recommended third party cyber security solutions will not detrimentally impact performance of Honeywell standard products, Honeywell makes no guarantee that the cyber security products (inclusive of equipment, software and services) provided by Honeywell ("Cyber Security Products") will prevent a cyber-attack or mitigate the impact of any cyber-attack and Buyer acknowledges that Honeywell's sole liability, and customer's sole remedy, for any failure of the Cyber Security Products to perform as specified is replacement of defective product and/or re-performance of defective service, provided Honeywell is notified by Buyer of the defects in the Cyber Security Products during the agreed upon warranty period. Notwithstanding any other terms agreed to between Honeywell and Buyer, Buyer acknowledges that all Cyber Security Products that do not carry the Honeywell brand ("Third Party Product") are provided to customer subject to the Third Party Product supplier's standard terms and conditions (including software license terms) in effect at the time such Third Party Products are delivered to Buyer and Honeywell has no liability whatsoever with respect to the performance or non-performance of such Third Party Products.



## TERMS AND CONDITIONS

- 14.5. If any provision of the Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected.
- 14.6. The failure of either Party to enforce at any time any provision of the Agreement may not be construed to be a continuing waiver of those provisions.
- 14.7. The Agreement is governed by the laws of the state of New York, United States of America, without regard to conflicts of law principles. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either, is specifically excluded. The Parties waive any right to a trial by jury for disputes and submit to the exclusive jurisdiction of the Federal and State courts within the Southern District of New York for resolution of disputes; however, Honeywell may seek an injunction or enforce a judgment against Buyer in any jurisdiction. Buyer will not bring a legal action more than two years after the cause of action arose unless a shorter period is provided by applicable law.
- 14.8. The Agreement contains the entire agreement between the Parties and any pre-printed terms are excluded. Any terms on facility entry documents or other similar documents signed by Honeywell after the Order date are not applicable. If there is any conflict in terms, the order of precedence is the License, any Addendum, the acceptance, the Agreement (excluding the Order), and then the Order.
- 14.9. The Agreement may not be varied except by a written change signed by authorized representatives of both Parties. Provisions of the Agreement that by their nature should continue in force beyond the completion or termination of the Order will remain in force. Buyer will not delegate, transfer, or assign, by operation of law or otherwise, the Agreement, or rights or obligations under it, without Honeywell's prior written consent and any attempt to do so is void. For purposes of this Section, assignment includes any change in control of the Buyer or the merger of Buyer with any other legal entity.
- 14.10 The attached addendum and all terms and conditions therein are incorporated by reference.
- 14.11 Except for sections 1.7 and 14.8, the word "Order" is replaced with "Agreement" throughout these Sales Terms and Conditions. \*\*\*

Capitalized terms used in this Addendum and not otherwise defined shall have the meaning ascribed to such terms in the applicable agreements, between the Parties.

### 1. SUPPLEMENTAL TERMS RELATED TO WARRANTIES

#### 1.1 Goods Warranty

Honeywell warrants that goods shall be delivered free of defects in material and workmanship. The warranty remedy period for goods shall end:

- (a) For meters and modules: twelve (12) months after date of shipment.
- (b) For handheld meter reading units: sixty (60) months after date of shipment.
- (c) For belt clips and optical probes: twenty-four (24) months after date of shipment.
- (d) For all other "goods" including gatekeepers, routers, repeaters, AGI nodes, mobile interrogators, VIDS: twelve (12) months after date of shipment.

All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original warranty period.

#### 1.2 Goods Remedy

If a nonconformity to the foregoing warranty is discovered in the goods during the applicable warranty remedy period under normal and proper use, and provided the goods have been properly stored, installed, operated and maintained (Buyer to provide proper records), and written notice of such nonconformity is provided to Honeywell promptly after such discovery and within the applicable warranty remedy period, Honeywell shall, at its option, either (i) repair or replace the nonconforming portion of the goods, or (ii) refund the portion of the price applicable to the nonconforming portion of goods.

#### 1.3 Services Warranty

Honeywell warrants that services shall be performed in a good and workmanlike manner. The warranty remedy period for services shall end ninety (90) days after the date of completion of services.

#### 1.4 Services Remedy

If a nonconformity to the foregoing warranty is discovered in the services during the applicable warranty remedy period, and written notice of such nonconformity is provided to Honeywell promptly after such discovery and within the applicable warranty remedy period, Honeywell shall, at its option, either (i) re-perform the nonconforming services or (ii) refund the portion of the price applicable to the nonconforming portion of the services.

#### 1.5 Water and Gas Module Battery Warranty (to the extent applicable to this purchase)

Honeywell warrants that the water and gas module batteries shall be delivered free of defects in material and workmanship. The Module Battery warranty period shall be twenty (20) years after date of shipment.

#### 1.6 Water and Gas Module Battery Remedy (to the extent applicable to this purchase)

If a warranted battery nonconformity is discovered in the Modules during the first 10 years from the original date of shipment, under normal and proper use, and provided the Modules have been properly stored, installed, operated and maintained (Buyer to provide proper records), and the nonconformity is validated by Honeywell during the applicable warranty remedy period, Honeywell shall, at its sole option, either (i) repair or replace the nonconforming portion of the Module, or (ii) refund the portion of the price applicable to the nonconforming portion, less a prorated benefit the Modules have provided. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original warranty period.

If a warranted battery nonconformity is discovered in the Modules in years 11 through 20 from the original date of shipment, under normal and proper use, and provided the Modules have been properly stored, installed, operated and maintained (Buyer to provide proper records), and the battery nonconformity is validated by Honeywell during the applicable warranty remedy period, Honeywell's sole obligation will be to provide Buyer with a discount on substantially equivalent replacement product at a prorated percentage, applied towards the published list prices in effect in the year the product is determined to be nonconforming, as determined by Honeywell through RMA, in accordance with the following schedule:

Years	Discount off of List Price
1-10	Does Not Apply
11	50%
12	45%
13	40%
14	35%
15	30%
16	25%
17	20%
18	15%
19	10%
20	5%

#### 1.7 Additional Warranties

Notwithstanding the foregoing, certain warranties may be provided under the System License Agreement, the System Maintenance Agreement and the Handheld Unit Maintenance Agreement, but any such warranties are subject to the terms thereof and do not apply to the goods and services warranted in this Section.

#### 1.8 Warranty Returns

For warranty returns of Honeywell manufactured products, Buyer will pay freight to Honeywell point of manufacture. Honeywell will provide all freight charges for return of repaired or replaced items from its factory. After expiration of the warranty period, Buyer is responsible for payment of any support or maintenance agreements for computer hardware and/or third party software used in the system.

#### 1.9 Exceptions

In no event, shall Honeywell be responsible for gaining access to the goods, disassembly, reassembly or transportation of the goods or parts from or to the place of installation, all of which shall be at Buyer's risk and expense. Honeywell shall have no obligation hereunder with respect to any goods which (i) have been improperly repaired or altered; (ii) have been subjected to misuse, negligence or accident; (iii) have been damaged due to forces of nature; (iv) have been used in a manner contrary to Honeywell's instructions; or (v) are comprised of materials provided by or a design specified by Buyer.

Honeywell makes no system performance guarantees and offers no warranties as to the operation, function or performance of unapproved WAN solutions. Honeywell assumes no responsibility and offers no warranty for system components impacted by the use of unapproved WAN solutions. Use of unapproved WAN solutions nullifies all stated system performance guarantees.

The foregoing warranties are exclusive and in lieu of all other warranties of quality and performance, whether written, oral or implied, and all other warranties including any implied warranties of merchantability or fitness for a particular purpose, non-infringement or usage of trade are hereby disclaimed. The remedies stated herein constitute Buyer's exclusive remedies and Honeywell's entire liability for any breach of warranty. Notwithstanding the foregoing, goods and equipment manufactured by others and supplied by Honeywell, are warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer ("third party warranties"). For avoidance of doubt, third party warranties apply to third party AMR/AMI communication modules incorporated into Honeywell goods.

### 2. SUPPLEMENTAL TERMS RELATED TO FORECAST AND ORDER PROCESS

2.1 Products shall be delivered in accordance with the then-current posted lead times. Honeywell reserves the right to charge expedite fees for early delivery requests. Certain order details are required for Honeywell to meet posted lead times, including but not limited to, bill to ship to, quantity, price, part number/product description, meter/device program, nameplate details, etc. Occasionally Honeywell may experience changes in capacity that could affect product delivery. In the event of additional capacity, Honeywell may contact the Buyer to inquire if the Buyer would prefer early delivery. In the event of capacity constraints, Honeywell may contact the Buyer to offer alternative delivery options, such as partial delivery.

2.2 The Buyer shall provide Honeywell a rolling twelve-month forecast for Honeywell Products every three months at least ten (10) business days prior to the first day of the quarter. The Buyer will provide the first twelve-month forecast within ten (10) business days of the Effective Date.

2.3 In relation to any Forecast:

- 2.3.1.1 the first three months of any rolling twelve-month forecast shall be binding ("Binding Forecast").
- 2.3.2 subject to the agreed tolerance [15%] the subsequent three months shall constitute a Binding Forecast.
- 2.3.3 the remaining six (6) months will constitute a non-binding good faith estimate of the Buyer's requirements.

2.4 The Buyer shall issue Orders in strict accordance with the applicable Binding Forecast and the then-current lead times.

## TERMS AND CONDITIONS

2.5 The Buyer and Honeywell agree that an Order may be issued by the Buyer, and accepted by Honeywell, via facsimile, email, or other electronic means. The Buyer and Honeywell further agree not to contest the validity or enforceability of Orders on the basis of their not being actually signed or not being originals.

2.6 An Order will become a binding contract upon written notice of acceptance by Honeywell or, if applicable, upon Honeywell's signing and returning the Order acknowledgment copy with notice of acceptance.

2.7 If Honeywell fails to acknowledge and accept an Order placed by the Buyer in strict accordance with a Binding Forecast within ten (10) business days of receipt of the relevant Order, for reasons other than (a) Force Majeure Event, (b) manifest error in the Order, or (c) non-conformity with the then-current lead time, the Order shall be deemed to be accepted without reservation by Honeywell.

2.8 In the event an Order is not in accordance with the then-current applicable lead times and/or Binding Forecast, Honeywell shall either accept or reject the Order within ten (10) business days of receipt of the relevant Order stating reasons if the Order is rejected.

2.9 If the Buyer fails to purchase the volume of Honeywell Products provided in the Binding Forecast for reasons other than (a) Force Majeure Event, (b) a failure of Honeywell to deliver product in accordance with the Specification, or (c) non-purchases of Honeywell Products due solely to the fault of Honeywell, then the Buyer shall pay for the Honeywell Products equal to the difference between the Binding Forecast and the quantity of Honeywell Products actually purchased by the Buyer in the applicable three-month period.

### 3. SUPPLEMENTAL TERMS RELATED TO VOLUME COMMITMENT

3.1 An amount equal to XXX items of Honeywell Products which the Buyer must Order from the Honeywell during the Initial Term, as defined in the Master Agreement ("Volume Commitment").

3.2 Where the Buyer does not order an amount equal to or greater than the Volume Commitment during the Initial Term, the Buyer shall place an Order for the remaining Volume Commitment and where the Buyer fails to place such Order within twenty (20) business days of the end of the Initial Term, such Order shall be deemed to have been placed. The Buyer shall pay for the Honeywell products equal to the difference between the Volume Commitment and the quantity of Honeywell Products actually purchased by the Buyer during the Initial Term.

### 4. SUPPLEMENTAL TERMS RELATED TO HAZARDOUS OR UNSAFE SITE CONDITIONS (if applicable):

4.1 Buyer recognizes that Honeywell employees have the right to a safe and healthy work environment and agrees that Honeywell may suspend services at Buyer's expense if Honeywell determines that unsafe conditions at the site may compromise Honeywell employee safety. Services will be resumed once the unsafe conditions have been corrected by Buyer. Honeywell will not be liable for failure to meet contractual obligations in the event it suspends performance due to hazardous or unsafe conditions.

4.2 Buyer represents that Buyer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate hazardous substances or mold or conditions caused by hazardous substances or mold.

4.3 TO THE FULLEST EXTENT ALLOWED BY LAW, BUYER SHALL INDEMNIFY AND HOLD HONEYWELL HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE EXISTENCE OF HAZARDOUS CONDITIONS, MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, WHETHER OR NOT BUYER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS CONDITION, SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF HIS AGREEMENT FOR ANY REASON.



# Memorandum

File #: 21-729

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Wednesday, November 16, 2022  
**DEPARTMENT:** Idaho Falls Power

## Subject

IFP 23-08 York Substation Relays and Racking

## Council Action Desired

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

Approve the bid award to Hunt Electric for a not-to-exceed amount of \$112,941 (or take other action deemed appropriate).

## Description, Background Information & Purpose

Idaho Falls Power solicited bids from qualified contractors to provide racking and wiring of electrical substation relays for York Substation. There were three bids received with Hunt Electric being the lowest responsive, responsible bidder.

## Alignment with City & Department Planning Objectives



This action supports our readiness for reliable public infrastructure by upgrading substation equipment, ensuring long term reliability. This action also addresses a threat component of aging infrastructure identified in the IFP Strategic Plan.

## Interdepartmental Coordination

n/a

## Fiscal Impact

This agreement is included in the Idaho Falls Power 2022/23 CIP budget.

## Legal Review

The City Attorney Department has reviewed and approved this agreement.

Idaho Falls Power									
Bid Tabulation									
Project: York Relay Racks					Number: IFP 23-08				
Submitted: Krista Thornton Acting Warehouse Manager					Date: November 8, 2022				
	Description	Estimated Quantity	Unit	Hunt Electric		Electrical Power Products		Irby	
				Total	Delivery Time	Total	Delivery Time	Total	Delivery Time
1	Open Rack Relay Panels welded Structure Frame	1		\$112,941	18-20 Wks	\$130,560	23 wks	\$123,475	no delivery time
								no signature page	
	Acknowledgement of Addendums 1 and 2 Yes/No								
	Project: York Relay Racks								
Recommended award							\$	-	

Krista Thornton  
Nikki Bradford  
Wilson Lin

# Memorandum

File #: 21-719

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Monday, November 14, 2022  
**DEPARTMENT:** Municipal Services

## Subject

Bid IF-23-03, Main Line Materials for State Projects

## Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing

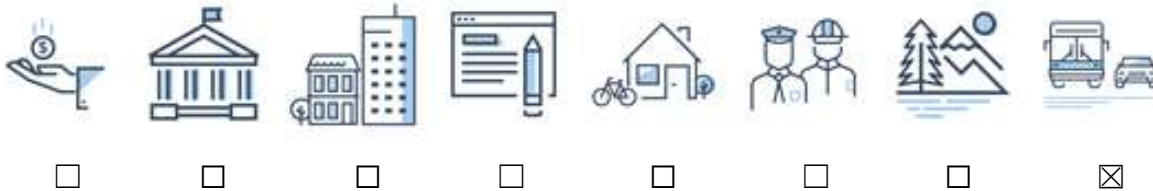
☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the bids received from the lowest responsive and responsible bidders, Core and Main for \$560,030.72 and HD Fowler for \$7,351.95 for a combined total of \$567,382.67 (or take other action deemed appropriate).

## Description, Background Information & Purpose

The purchase of the main line materials will be used for State of Idaho projects presented to City Council by the Public Works department. The bid received for Section I from Ferguson Waterworks was deemed unresponsive because the bid delivery time exceeded the delivery time required for the spring 2023 construction schedule.

## Alignment with City & Department Planning Objectives



The purchase of the main line materials supports the reliable public infrastructure and transportation community-oriented result by providing material inventory for State of Idaho and City of Idaho Falls coordinated projects.

## Interdepartmental Coordination

Public Works concurs with the award recommendation.

## Fiscal Impact

Funds to purchase the main line materials are within the 2022/23 Public Works Water division budget.

## Legal Review

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

## Municipal Services Department Bid Tabulation

<b>Project:</b>	Main Line Materials for State Projects	<b>Number:</b>	IF-23-03
<b>Submitted:</b>	Municipal Services Finance Division	<b>Date:</b>	November 8, 2022

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate	Ferguson Waterworks Idaho Falls, ID				Core and Main Idaho Falls, ID				HD Fowler Idaho Falls, ID			
					Total Amount	Total Amount	Delivery Time	Addendum #1	Exceptions	Total Amount	Delivery Time	Addendum #1	Exceptions	Total Amount	Delivery Time	Addendum #1	Exceptions
1	Section I	Materials for State Projects	1	LS	NA	\$ 397,858.25	40-50 Weeks	Yes	None	\$ 430,887.80	4-5 Months	Yes	None	\$ 471,047.00	6-8 Months	Yes	None
2	Section II	Materials for State Projects	1	LS	NA	\$ 32,865.00	18-20 Weeks			\$ 32,093.12	3-4 Months			\$ 33,174.02	12-14 Weeks		
3	Section III	Materials for State Projects	1	LS	NA	\$ 23,775.00	16-18 Weeks			\$ 21,166.40	3-4 Months			\$ 26,276.95	12-14 Weeks		
4	Section IV	Materials for State Projects	1	LS	NA	\$ 95,214.00	25-30 Weeks			\$ 75,883.40	4-5 Months			\$ 86,413.86	20 Weeks		
5	Section V	Materials for State Projects	1	LS	NA	\$ 7,585.00	10-12 Weeks			\$ 8,030.75	4-5 Months			\$ 7,351.95	1 Month		
TOTAL						\$ 557,297.25				\$ 568,061.47				\$ 624,263.78			
Recommended Reward Total Per Vendor										\$ 560,030.72				\$ 7,351.95			
Recommended Reward Total			\$ 567,382.67														

# Memorandum

File #: 21-720

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Monday, November 14, 2022  
**DEPARTMENT:** Municipal Services

## Subject

Bid IF-23-05, Steel Refuse Containers - 30-Yard

## Council Action Desired

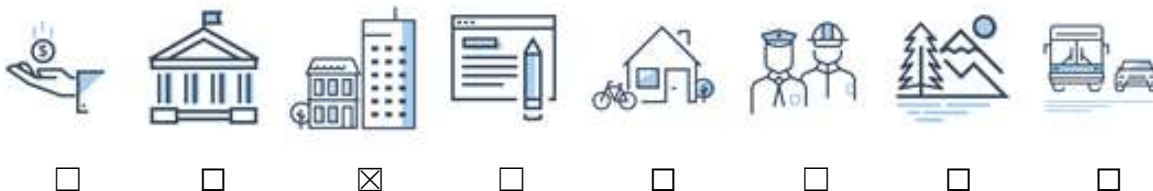
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the bid from the lowest responsive and responsible bidder, Enterprise Sales, Inc., for a total of \$88,392.00 (or take other action deemed appropriate).

## Description, Background Information & Purpose

Public Works is requesting authorization to purchase twelve new 30-yard steel refuse containers for the Sanitation division.

## Alignment with City & Department Planning Objectives



The purchase of the steel refuse containers supports the well-planned growth and development community-oriented result.

## Interdepartmental Coordination

Public Works concurs with the recommendation.

## Fiscal Impact

Funds to purchase the refuse containers are within the Public Works 2022/23 Sanitation division budget.

## Legal Review

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



**City of Idaho Falls**  
Municipal Services Department  
Bid Tabulation

<b>Project:</b>	Steel Refuse Containers - 30 YD	<b>Number:</b>	IF-23-05
<b>Submitted:</b>	Municipal Services Finance Division	<b>Date:</b>	November 8, 2022

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Enterprise Sales, Inc. Ontario, OR					RTL Fab, LLC Pittsburg, KS					Wastequip Statesville, NC					Rule Steel Caldwell, ID					Technology International, Inc. Lake Mary, FL					Monmouth Solutions, Inc. Lynnfield, MA							
					Unit Price	Total Amount	Price Per Unit	Total Amount	Freight Per Unit If Not Included	Addendum	Delivery Time	Price Per Unit	Total Amount	Freight Per Unit If Not Included	Addendum	Delivery Time	Price Per Unit	Total Amount	Freight Per Unit If Not Included	Addendum	Delivery Time	Price Per Unit	Total Amount	Freight Per Unit If Not Included	Addendum	Delivery Time	Price Per Unit	Total Amount	Freight Per Unit If Not Included	Addendum	Delivery Time								
1	I	Thirty (30) Yard Containers	12	EA	N/A	N/A	\$7,366.00	\$88,392.00	Included	Yes	Within 12 Weeks ARO	\$13,568.10	\$162,817.20	\$625.00	No	ASAP	\$12,318.79	\$147,825.48	Included	Yes	11-12 Weeks ARO	\$12,270.00	\$147,240.00	\$6,300.00 Total Freight	No	12 Weeks	\$14,750.00	\$177,000.00	Included	Yes	19 Weeks ARO	\$8,999.00	\$107,988.00	Included	Yes	12 Weeks or Less			
TOTAL								\$ 88,392.00							\$ 162,817.20					\$ 147,825.48										\$ 177,000.00					\$ 107,988.00				

# Memorandum

File #: 21-714

City Council Meeting

**FROM:** Josh Roos, City Treasurer  
**DATE:** Tuesday, November 8, 2022  
**DEPARTMENT:** Municipal Services

## Subject

Treasurer's Report for September 2022

## Council Action Desired

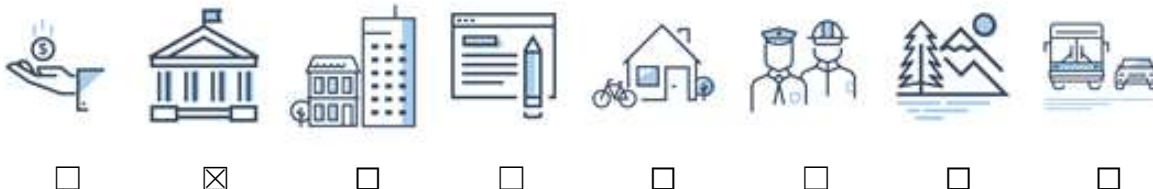
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the Treasurer's Report for the month-ending September 2022 (or take other action deemed appropriate).

## Description, Background Information & Purpose

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending September 2022, total cash, and investments total \$151.5M. Total receipts received and reconciled to the general ledger were reported at \$25.3M, which includes revenues of \$14.7M and interdepartmental transfers of \$10.6M. Total distributions reconciled to the general ledger were reported at \$37.6M, which includes salary and benefits of \$8.4M, operating costs of \$18.6M and interdepartmental transfers of \$10.6M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$146.7M.

## Alignment with City & Department Planning Objectives



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

## Interdepartmental Coordination

Not applicable.

## Fiscal Impact

Not applicable.

**Legal Review**

Not applicable.



City-Wide Actual Cash & Investments by Fund

FY 2021-2022 September

#	FUND	Beginning Cash & Investments	Interest Earned	Total Receipts	Total Disbursements	Ending Cash & Investments
1	GENERAL	31,611,229	44,609	7,871,930.29	15,855,955	23,627,204
10	STREET	8,855,614	12,946	433,313.72	2,315,926	6,973,002
11	RECREATION	154,534	226	139,960.61	250,694	43,800
12	LIBRARY	4,261,833	6,230	62,066.91	370,520	3,953,379
13	AIRPORT PFC FUND	1,686,800	2,466	193,019.28	16,343	1,863,476
14	MUNICIPAL EQUIP. REPLCMT.	-	-	200,454.84	200,455	-
15	EL. LT. WEATHERIZATION FD	3,753,865	5,488	14,069.13	73,442	3,694,492
16	BUSINESS IMPRV. DISTRICT	111,955	164	1,648.92	1,084.72	112,519
18	GOLF	157,536	230	459,528.88	435,898	181,167
19	RISK MANAGEMENT	3,252,717	4,901	333,171.08	209,923	3,375,965
20	SELF-INSURANCE FD.	4,525,890	6,616	6,616.19	43,850.88	4,488,655
23	EMERGENCY MEDICAL SERVICES	841,286	1,230	1,479,726.97	892,763	1,428,250
24	WILDLAND	586,474	857	182,386.59	731,576	37,285
32	POLICE IMPACT FEES	10,090	15	21,214.74	98	31,207
33	FIRE IMPACT FEES	8,093	12	4,855.34	78	12,870
34	PARKS IMPACT FEES	28,752	42	4,227.98	279	32,702
35	STREETS IMPACT FEES	61,558	90	67,641.55	596	128,603
41	MUNICIPAL CAPITAL IMP.	2,433,172	3,557	11,093.98	80,886	2,363,380
42	STREET CAPITAL IMPROVEMENT	759,855	1,111	72,635.36	54,529	777,961
43	BRIDGE & ARTERIAL STREET	928,861	1,358	7,119.29	9,000	926,981
45	SURFACE DRAINAGE	184,807	270	3,033.40	29,680	158,160
46	TRAFFIC LIGHT CAPITAL IMPRV.	1,286,369	1,880	37,511.29	73,180	1,250,700
47	PARKS CAPITAL IMPROVEMENT	(31,868)	(47)	4,325.21	47	(27,590)
49	ZOO CAPITAL IMPROVEMENT	385,160	563	136,339.61	33,742	487,758
50	CIVIC AUDITORIUM CAPITAL IMP.	200,543	293	293.16	1,943	198,893
51	GOLF CAPITAL IMP.	137,969	202	253,645.59	258,043	133,571
52	POLICE CAPITAL IMPROVEMENT	(1,276,115)	-	1,277,345.42	558,030	(556,800)
60	AIRPORT	3,587,194	5,244	1,544,137.64	1,358,801	3,772,530
61	WATER	19,738,031	28,854	1,277,792.99	1,753,732	19,262,093
62	SANITATION	5,847,005	8,547	627,448.03	803,609	5,670,843
64	IDAHO FALLS POWER	38,465,863	55,680	6,657,766.43	7,985,080	37,138,549
67	FIBER	255,187	373	691,378.54	365,792	580,773
68	WASTEWATER	30,946,563	45,239	1,259,434.14	2,865,120	29,340,876
TOTAL		163,756,817	239,246	25,337,133	37,630,695	151,463,255

FY 2020-2021  
September

Ending Cash & Investments
18,170,550
4,730,904
1,047,911
3,808,874
545,440
6,352,793
3,552,851
107,073
364
3,569,539
4,651,206
(891,191)
50,259
-
-
-
-
2,390,452
828,312
931,394
262,308
1,248,314
(320,895)
414,524
205,572
387,450
(1,654,934)
1,462,848
15,614,652
6,043,134
36,049,949
(547,933)
27,343,179
136,354,897



City-Wide Anticipated Revenue to Actual by Fund

FY 2021-2022 September

#	Fund	Adjusted Budget	September 2022 Receipts	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget
1	GENERAL FUND	53,551,052	1,268,319	53,617,027	65,975	100%
10	STREET FUND	7,940,709	95,343	10,499,974	2,559,265	132%
11	RECREATION FUND	3,434,554	99,728	2,099,813	(1,334,741)	61%
12	LIBRARY FUND	3,641,394	(8,807)	3,528,102	(113,292)	97%
13	AIRPORT PFC FUND	-	176,676	1,320,648	1,320,648	-
14	MERF Fund	2,419,100	-	-	(2,419,100)	-
15	EL PUBLIC PURPOSE FUND	1,208,000	17,998	459,493	(748,507)	38%
16	BUS IMP DISTRICT	90,000	564	91,459	1,459	102%
18	GOLF FUND	3,010,540	415,147	3,634,190	623,650	121%
19	RISK MANAGEMENT FUND	1,992,503	271,388	1,733,265	(259,238)	87%
20	HEALTH INSURANCE FUND	50,000	(37,235)	(120,275)	(170,275)	-241%
23	EMERGENCY MEDICAL SERVICE	7,097,114	729,213	8,527,006	1,429,892	120%
24	WILDLAND FIRE	1,200,000	176,498	1,476,461	276,461	123%
32	POLICE IMPACT FEES	-	21,117	31,207	31,207	-
33	FIRE IMPACT FEES	-	4,777	12,870	12,870	-
34	PARKS & REC IMPACT FEES	-	3,949	32,702	32,702	-
35	STREETS IMPACT FEES	-	67,045	128,603	128,603	-
41	MUNICIPAL CAP IMP	810,618	(12,481)	710,039	(100,579)	88%
42	STREET CAP IMP	307,000	46,541	110,354	(196,646)	36%
43	BRIDGE & ARTERIAL FUND	160,000	15,295	177,258	17,258	111%
45	SURFACE DRAINANGE FUND	41,500	246	21,226	(20,274)	51%
46	TRAFFIC LIGHT CAP IMP	436,596	24,886	363,138	(73,458)	83%
47	PARKS CAP IMP	65,000	4,279	1,286,818	1,221,818	1980%
48	FIRE CAP IMP	401,524	(36,295)	388,153	(13,371)	97%
49	ZOO CAP IMP	2,000,000	107,608	255,921	(1,744,079)	13%
50	CIVIC AUDITORIUM CAP IMP	200,000	(1,650)	(5,695)	(205,695)	-3%
51	GOLF CAP IMP	291,600	253,646	542,908	251,308	186%
52	POLICE CAP IMP	30,000,000	1,277,295	7,002,736	(22,997,264)	23%
60	AIRPORT FUND	14,947,300	884,798	9,215,558	(5,731,742)	62%
61	WATER FUND	11,762,500	994,632	13,828,121	2,065,621	118%
62	SANITATION FUND	5,214,000	523,824	6,226,756	1,012,756	119%
64	ELECTRIC LIGHT FUND	68,045,982	6,178,267	68,719,719	673,737	101%
67	FIBER	1,251,455	242,910	2,434,658	1,183,203	195%
68	WASTEWATER	12,874,000	928,850	13,210,627	336,627	103%
TOTAL		234,444,041	14,734,373	211,560,840	(22,883,201)	90%

FY 2020-2021 September

Adjusted Budget	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget
49,287,797	57,040,889	7,753,092	116%
6,918,181	8,591,902	1,673,721	124%
3,058,480	3,237,278	178,798	106%
3,625,707	3,544,956	(80,751)	98%
-	545,440	545,440	-
2,200,000	2,773,518	573,518	126%
1,208,000	652,201	(555,799)	54%
90,000	93,051	3,051	103%
2,733,173	3,198,734	465,561	117%
1,990,496	1,423,905	(566,591)	72%
2,000,000	31,841	(1,968,159)	2%
6,928,974	7,675,133	746,159	111%
1,180,000	1,942,220	762,220	165%
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
810,618	804,240	(6,378)	99%
615,000	890,862	275,862	145%
160,000	182,136	22,136	114%
41,500	43,142	1,642	104%
467,600	477,543	9,943	102%
1,552,000	231,276	(1,320,724)	15%
401,524	400,044	(1,480)	100%
1,167,000	271,283	(895,717)	23%
-	1,406	1,406	-
3,291,181	299,837	(2,991,344)	9%
-	1,180	1,180	-
15,426,601	18,768,489	3,341,888	122%
11,246,500	12,940,940	1,694,440	115%
4,704,000	5,998,959	1,294,959	128%
81,433,525	61,560,330	(19,873,195)	76%
922,064	3,560,213	2,638,149	386%
12,535,000	13,606,805	1,071,805	109%
215,994,921	210,789,753	(5,205,168)	98%






## General Fund Revenue to Actual

FY 2021-2022 September

Description	Adjusted Budget	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget
TAXES AND FRANCHISES	32,239,503	31,564,959	(674,544)	98%
LICENSES & PERMITS REVENUE	1,388,500	1,776,965	388,465	128%
FEDERAL GRANTS	355,555	676,986	321,431	190%
STATE GRANTS	2,154,325	1,593,603	(560,722)	74%
STATE SHARED REVENUES	7,257,712	8,658,774	1,401,062	119%
LOCAL SHARED REVENUES	2,305,546	2,425,152	119,606	105%
PAYMENT IN-LIEU-TAX	4,635,075	4,624,577	(10,498)	100%
GENERAL GOVERNMENT	535,500	747,380	211,880	140%
ZOO	722,253	704,753	(17,500)	98%
PARKS	370,000	509,386	139,386	138%
CEMETERY	175,000	200,500	25,500	115%
ANIMAL CONTROL & SHELTER	116,000	88,286	(27,714)	76%
COMMUNITY FACILITIES	128,000	119,983	(8,017)	94%
FINES & FORFEITURES	258,000	203,769	(54,232)	79%
LIABILITY INSURANCE	120,000	(1,132)	(121,132)	-1%
INTEREST INCOME	-	351,250	351,250	-
MARKET ADJUSTMENT	-	(1,151,098)	(1,151,098)	-
RENTALS & LEASES	111,000	92,941	(18,059)	84%
REFUNDS	212,000	74,613	(137,387)	35%
CONTRIBUTIONS--PRIVATE SOURCES	360,550	245,104	(115,446)	68%
OTHER MISCELLANEOUS REV.	588,533	563,119	(25,414)	96%
MERF DEPRECIATION	-	1,339,300	1,339,300	-
OTHER FINANCING SOURCES	(455,000)	(1,792,142)	(1,337,142)	394%
GENERAL FUND TOTAL	53,578,052	53,617,027	38,975	100%

FY 2020-2021 September


Adjusted Budget	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget
30,634,885	31,243,980	609,095	102%
1,405,550	1,617,740	212,190	115%
234,000	7,046	(226,954)	3%
1,625,500	3,161,937	1,536,437	195%
6,786,040	7,584,973	798,933	112%
2,257,791	2,192,200	(65,591)	97%
4,456,357	4,451,357	(5,000)	100%
513,200	735,142	221,942	143%
589,000	815,003	226,003	138%
413,000	360,502	(52,498)	87%
175,000	227,010	52,010	130%
101,500	92,053	(9,447)	91%
128,450	55,874	(72,576)	43%
286,450	260,227	(26,223)	91%
150,000	3,985	(146,015)	3%
-	216,376	216,376	-
-	(76,158)	(76,158)	-
114,000	106,069	(7,931)	93%
202,000	301,780	99,780	149%
137,000	113,462	(23,538)	83%
641,500	18,400	(623,100)	3%
-	-	-	-
(1,563,426)	(1,733,428)	(170,002)	111%
49,287,797	51,755,530	2,467,733	105%

<div>  City-Wide Expenditures-Budget to Actual by Fund </div>						
FY 2021-2022 September						
#	Fund	Adjusted Budget	September 2022 Expenses	YTD Total Expenses	% of Actual to Budget	Difference-Remaining Expense
1	GENERAL FUND	58,545,662	9,663,604	54,470,570	93%	4,075,092
10	STREET FUND	9,603,761	2,881,171	8,410,291	88%	1,193,470
11	RECREATION FUND	3,495,319	249,515	3,127,488	89%	367,831
12	LIBRARY FUND	4,464,135	431,083	3,353,338	75%	1,110,797
13	AIRPORT PFC FUND	-	-	-	-	-
14	MERF Fund	-	-	-	-	-
15	EL PUBLIC PURPOSE FUND	1,208,000	47,778	290,795	24%	917,205
16	BUS IMP DISTRICT	85,500	-	85,500	100%	-
18	GOLF FUND	3,116,067	496,548	3,339,581	107%	(223,514)
19	RISK MANAGEMENT FUND	3,914,496	178,463	1,846,450	47%	2,068,046
20	HEALTH INSURANCE FUND	60,000	(10,000)	10,000	17%	50,000
23	EMERGENCY MEDICAL SERVICE	6,936,750	525,486	6,425,809	93%	510,941
24	WILDLAND FIRE	1,039,132	730,372	1,493,879	144%	(454,747)
41	MUNICIPAL CAP IMP	1,080,831	154,851	693,010	64%	387,821
42	STREET CAP IMP	4,750,000	29,605	143,566	3%	4,606,434
43	BRIDGE & ARTERIAL FUND	350,000	(2,118)	30,424	9%	319,576
45	SURFACE DRAINAGE FUND	50,000	27,889	45,398	91%	4,602
46	TRAFFIC LIGHT CAP IMP	545,000	63,022	356,464	65%	188,536
47	PARKS CAP IMP	292,919	310,418	736,756	252%	(443,837)
48	FIRE CAP IMP	-	-	-	-	-
49	ZOO CAP IMP	1,872,523	42,655	210,206	11%	1,662,317
50	CIVIC AUDITORIUM CAP IMP	200,000	-	-	-	200,000
51	GOLF CAP IMP	275,000	258,043	992,067	361%	(717,067)
52	POLICE CAP IMP	30,000,000	1,960,548	7,808,968	26%	22,191,032
90	CONTINGENCY	11,855,913	-	-	-	11,855,913
60	AIRPORT FUND	14,982,017	847,398	6,676,118	45%	8,305,899
61	WATER FUND	19,547,021	3,974,330	11,183,612	57%	8,363,409
62	SANITATION FUND	6,333,350	708,721	5,990,492	95%	342,858
64	ELECTRIC LIGHT FUND	82,487,907	8,518,087	69,866,181	85%	12,621,726
67	FIBER	6,293,260	1,879,173	6,555,310	104%	(262,050)
68	WASTEWATER	21,507,174	3,377,908	11,644,152	54%	9,863,022
	TOTAL	294,891,737	37,344,553	205,786,427	70%	89,105,310

Based on Months  
Based on Payroll

100.00%  
100.00%

FY 2020-2021 September		
Adjusted Budget	YTD Total Expenses	% of Actual to Budget
52,789,041	48,703,353	92%
8,048,438	7,352,709	91%
3,421,102	1,982,220	58%
6,602,948	3,007,905	46%
-	-	-
3,966,535	1,836,905	46%
1,000,000	387,755	39%
85,000	85,500	101%
2,868,555	3,143,258	110%
3,811,292	1,121,623	29%
60,000	33,000	55%
7,438,548	6,757,178	91%
966,932	1,007,178	104%
1,000,000	383,812	38%
1,700,000	1,305,752	77%
350,000	158,565	45%
150,000	-	-
715,204	246,621	34%
1,675,000	1,008,112	60%
-	-	-
1,065,000	97,051	9%
200,000	-	-
3,240,000	2,012,432	62%
-	1,656,114	-
32,470,446	-	-
19,589,951	20,851,904	106%
13,015,195	9,819,589	75%
6,353,208	5,594,275	88%
88,900,255	70,990,977	80%
6,621,946	3,199,645	48%
14,218,637	11,103,685	78%
282,323,233	203,847,118	72%

<div>  General Fund Expenditures- Budget to Actual by Department </div>								
FY 2021-2022 September								
#	Department	Adjusted Budget	September 2022 Expenses	YTD Total Expenses	% of Actual to Adj. Budget	Encumbrance	YTD Total Expenses w/ Encumbrances	Difference- Remaining Expense
1	MAYOR & COUNCIL	863,012	40,392	436,903	50.63%	-	436,903	426,109
1	LEGAL	423,563	43,825	451,291	106.55%	-	451,291	(27,728)
1	MUNICIPAL SERVICES	5,049,336	(647,000)	3,973,990	78.70%	-	3,973,990	1,075,346
1	COMMUNITY DEVELOPMENT	3,779,653	319,963	2,903,206	76.81%	-	2,903,206	876,447
1	HUMAN RESOURCES	390,102	51,817	347,600	89.10%	-	347,600	42,502
1	POLICE	20,141,629	3,921,934	19,453,687	96.58%	-	19,453,687	687,942
1	FIRE	15,585,119	3,776,265	15,520,028	99.58%	-	15,520,028	65,091
1	PARKS	10,206,824	1,901,540	9,696,798	95.00%	-	9,696,798	510,026
1	GENERAL FUND PUBLIC WORKS	2,106,424	254,868	1,687,066	80.09%	-	1,687,066	419,358
	TOTAL	58,545,662	9,663,604	54,470,570	93%	-	54,470,570	4,075,092

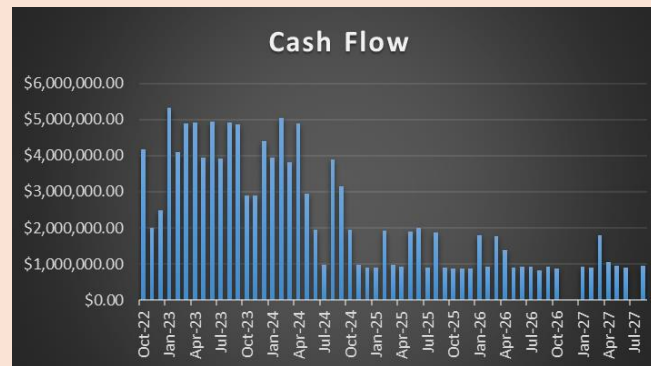
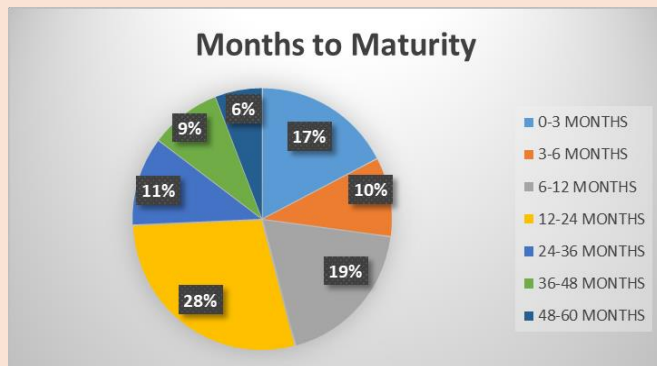
Based on Months 100.00%  
Based on Payroll 100.00%

FY 2020-2021 September		
Adjusted Budget	YTD Total Expenses	% of Actual to Adj. Budget
641,483	376,332	59%
558,984	529,217	95%
4,806,563	3,885,646	81%
3,644,794	3,009,953	83%
365,837	338,881	93%
18,259,319	17,308,858	95%
13,234,347	13,330,326	101%
8,975,614	8,850,366	99%
2,302,100	1,073,773	47%
52,789,041	48,703,353	92%

# September 2022 Investments

## Maturity

MONTH	AMOUNT	%
0-3 MONTHS	\$25,488,450.06	17.37%
3-6 MONTHS	\$14,302,880.80	9.75%
6-12 MONTHS	\$27,495,872.58	18.73%
12-24 MONTHS	\$41,766,967.28	28.46%
24-36 MONTHS	\$16,074,366.36	10.95%
36-48 MONTHS	\$13,008,003.51	8.86%
48-60 MONTHS	\$8,632,827.82	5.88%
Total	\$146,769,368.41	100.00%



- COIF Investment Policy states that no more than 25 percent of the portfolio may be invested beyond 24 months.

- Currently the City is at 26 percent of the portfolio is invested beyond 24 months. This is due to a substantial amount of City cash requirements for September.

# September 2022 Types of Investments

TYPE	AMOUNT	%
Agency	\$28,352,566.81	19%
Bonds	\$65,682,789.20	45%
CD's	\$13,185,850.23	9%
LGIP	\$5,924,567.85	4%
Money Market	\$0.00	0%
Treasury	\$33,519,849.36	23%
Cash	\$103,744.96	0.07%
Total	\$146,769,368.41	100.00%

BROKER	AMOUNT	%
LPL	\$256,860	0.18%
LGIP	\$5,924,568	4.04%
Wells Fargo	\$127,913,039.24	87.15%
DA Davidson	\$524,177.45	0.36%
WAFED	\$261,644.92	0.18%
Key Bank	\$5,295,916.82	3.61%
Idaaho Central CU	\$4,522,390	3.08%
Bank of Commerce	\$2,070,772	1.41%
Total	\$146,769,368.41	99.82%

- COIF Investment Policy states that no more than 50% of the portfolio may be invested in one type of security.

- Yearly Investment Comparison

- City Investment Portfolio

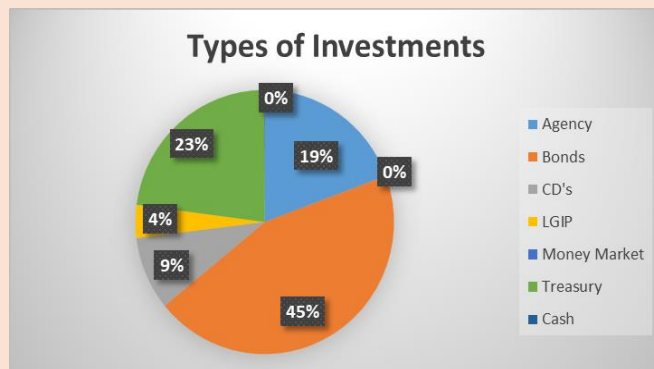
2021: \$126.6M

2022: \$146.7M

- Total Cash & Investment

2021: \$136.4M

2022: \$151.5M







# Memorandum

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**File #:** 21-718

**City Council Meeting**

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**FROM:** Rick Cloutier, IDA Director  
**DATE:** Tuesday, November 22, 2022  
**DEPARTMENT:** Airport

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## Subject

Approval of Terminal Renovation and Expansion Phase 3 Schematic Design and Design Development

## Council Action Desired

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

Approve the Professional Services Agreement with T-O Engineers for the federally funded terminal renovation and expansion phase 3 project and authorize the Mayor to execute the agreement (or take other action deemed appropriate).

## Description, Background Information & Purpose

The Idaho Falls Regional Airport has seen higher than expected passenger traffic since 2019. The Airport has also doubled the number of airlines servicing the area during this time. Airline space is nearly at capacity and baggage screening and makeup are strained due to the higher number of operations. This project will allow for design of additional ticketing and office space for potential new entrant airlines and as well as an expanded baggage area are necessary to facilitate continued growth at the Airport.

This phase in the terminal expansion will consist of adding counter and lobby space for airline ticketing; upgrading the baggage conveyor system; renovating and expanding the baggage screening and makeup area; increasing the south ground floor hold room; expanding the great hall; improving mechanical, electrical, plumbing, and IT systems throughout the terminal; and reconfiguring aircraft parking and boarding. Additional work will be done on the airline office space but that will be separate from this project's work order due to it's not being eligible for FAA funding.

The cost of this part of the project is \$1,967,344.44 in accordance with FAA guidelines and will be mainly funded through the FAA. The balance will be paid out of Airport funds budgeted for capital projects. This project was procured in accordance with FAA guidelines including an independent fee estimate performed by The Aviation Planning Group required by the FAA.

## Alignment with City & Department Planning Objectives



This project supports the reliable public infrastructure and transportation community-oriented result by improving the Airport terminal allowing for additional airline and passenger capacity.

**Interdepartmental Coordination**

Not applicable.

**Fiscal Impact**

Funding for this project comes FAA grants and Airport budgeted funds.

**Legal Review**

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

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## **WORK ORDER 23-01 IDAHO FALLS REGIONAL AIRPORT (IDA) IDAHO FALLS, IDAHO**

### **TERMINAL RENOVATION AND EXPANSION PHASE 3 SCHEMATIC DESIGN (SD) AND DESIGN DEVELOPMENT (DD)**

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.

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#### **SCOPE OF PROFESSIONAL SERVICES:**

The Scope of Work dated October, 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:

• <b>Task 1-8 (Lump Sum)</b>	<b><u>\$1,967,344.44</u></b>
• <b>Total Fee:</b>	<b>\$1,967,344.44</b>

Fees have been calculated using Consultant's current Fee Schedule. A detailed Fee Proposal dated November 2, 2022 is attached as Exhibit B.

IN WITNESS WHEREOF, Client and Consultant have made and executed this WORK ORDER 23-01 to the AGREEMENT the day and year first above written.

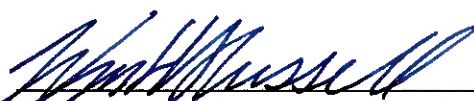
FOR: IDAHO FALLS REGIONAL AIRPORT

By: Rebecca Casper

Title: Mayor

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

FOR: T-O ENGINEERS, INC.



By: William H. Russell

Title: NW Regional Director

Date: 11-3-2022





# **EXHIBIT A – SCOPE OF WORK**

## **WORK ORDER 23-01**

### **IDAHO FALLS REGIONAL AIRPORT (IDA)**

#### **IDAHO FALLS, IDAHO**

#### **TERMINAL RENOVATION AND EXPANSION PHASE 3**

### **INTRODUCTION**

The Idaho Falls Regional Airport (IDA) 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 airport intends to proceed with project tasks related to remodeling and expansion of the existing terminal building. Passenger numbers at IDA in 2019 set a record at approximately 175,000 enplanements. In 2021, the airport far exceeded the previous record with approximately 225,000 enplanements. Through the first six months of 2022, the airport is on track to eclipse 300,000 enplanements. The airport has increased from three airlines in 2020 to six airlines in 2022 with the potential for additional carriers to start service. Several terminal facilities are limiting the addition of new airlines, including ticketing and baggage screening and makeup. Proposed project work includes the following generally described improvements:

1. **Ticketing Lobby**

The existing Ticketing Lobby will be renovated and expanded to provide additional gate counter space as well as additional area for passenger queuing in the ticketing lobby. The existing conveyor system will be upgraded as part of the project.

2. **Baggage Screening and Makeup**

The existing baggage screening and baggage makeup areas will be renovated and expanded as part of the project. The existing baggage screening area will be expanded into what is now bag makeup space. The baggage makeup space will be relocated to the expanded building area to the east of the existing baggage makeup area. The existing conveyor system will be upgraded as part of this work.

3. **Ground Floor Hold Room and Passenger Walkway**

The existing south ground floor hold room (Gate A1) will be expanded into the new building footprint. The expansion of the building will also necessitate the reconfiguration of the existing ground boarding walkway and aircraft parking.

4. **Great Hall**

The existing Great Hall will be expanded and reconfigured as part of the project. This will include the addition of new landside restrooms along with the addition of a 2<sup>nd</sup> level walkway to direct passengers exiting the 2<sup>nd</sup> level directly to baggage claim.

5. **Airline Ticket Offices**

The airline ticket offices will be expanded as part of this project. As this space is not eligible for FAA funding, design of these spaces will be done under a separate work order. This work order includes only general space planning for these areas in the overall project.

6. Mechanical, Electrical, Plumbing and IT Systems

In addition to new systems to serve the renovated and additional space, several electrical, mechanical and IT systems that serve the entire terminal were deemed as either past their useful life or functionally obsolete as part of a recent Concept Budget Report (CBR) and will be replaced as part of this project. This includes the main electrical switch gear, the backup generator, the chiller, the boiler, the PA system, and IT systems throughout the building.

7. Aircraft Parking and Boarding

This project will include reconfiguration of aircraft parking and passenger walkways. T-O Engineers is completing a separate project for preliminary design of expansion of the Terminal Apron under Work Order 22-01. Work Order 22-01 includes rehabilitation and expansion of the concrete apron. General aircraft parking is considered under Work Order 22-01 to define the limits of concrete expansion, however detailed aircraft parking and passenger boarding requirements will be considered as part of this Work Order.

This project is anticipated to be delivered using the Construction Manager – General Contractor (CM-GC) model. The CMGC will have an active role in schematic design, design development, construction phasing, and construction cost estimating. The CMGC will be selected separately and contract separately with the Owner.

Work associated with this project include the schematic design and design development phases with the intent of reaching a Guaranteed Maximum Price (GMP) with the CM-GC firm prior to the preparation of construction documents. T-O Engineers will serve as the Prime Consultant with Allliance Architects (Allliance) serving as the lead architect. T-O Engineers will also lead the civil and landscape architecture design and have subcontracts with Allliance (Lead Architect), Strata (Geotechnical) and Dioptra (Survey). Allliance, as lead architect, will have subcontracts with Swanson Rink (Baggage Screening and Conveyance), MCE (Mechanical, Plumbing, and Electrical Engineering), Faith Group (IT, Security, Common-Use Technologies, Public Address), VDA (Vertical Circulation), Meyer Borgman Johnson (Structural), and Entro (Wayfinding/Signage).

It is anticipated an FAA Airport Improvement Program (AIP) grant will fund 93.75% of eligible project costs (match for small hub and non-hub airports in Idaho is 93.75%). The Idaho Falls Regional Airport will provide all other required funds. The estimated construction budget for the work items is approximately \$40 million.

Design professional services to be provided shall include incidental planning, architectural design, structural design, civil design, grant administration, and the overall coordination of all phases of the project with the Owner and the FAA. Design Services and associated expenses will be provided on a lump sum basis.

Professional services anticipated include services necessary to accomplish the following:

- Contract Administration
- Planning and Formulation
- Schematic Design
- Design Development
- Grant administration
- Closeout
- Coordination of all phases of the Project with the Owner and the FAA.

**CONTRACTS AND BIDDING:**

This project only includes services through design development. Once design development is complete, a separate Work Order will be required to take the project to full construction documents. Construction

Documents, Bidding services and Construction services will be provided under separate work orders, to be negotiated at a later date.

### AVAILABLE INFORMATION:

- IDA Terminal Expansion plans from 1978, 2001, 2012, 2018 and 2020, prepared by various consultants.
- Master Plan and Airport Layout Plan (ALP) drawings prepared by Armstrong Consultants, 2010 and current Master Plan reports and ALP drawings being prepared by T-O Engineers as part of the current Master Plan update.
- Documents and recommendations from Work Order 21-05, IDA Terminal Expansion Concept and Budget Report, prepared by T-O Engineers and Alliance 2022.

### PROJECT SCHEDULE:

The following dates summarize the target completion of significant project tasks.

ACTIVITY	COMPLETION
Submit Draft Scope to Owner and FAA	September 2022
Complete Independent Fee Estimate Review	October 2022
Contract Negotiation Complete	October 2022
Contract Approval	November 2022
Design Kickoff	October 2022
Complete Schematic Design (30%)	March 2023
Complete Design Development (65%)	June 2023
Closeout	August 2022

Dates are subject to change, based on grant timing and the needs of the Owner.

## **SCOPE OF PROFESSIONAL SERVICES**

### **PHASE 1 – PROJECT MANAGEMENT AND CONCEPT DESIGN**

This task provides project administration and coordination throughout the course of this project and will involve communicating project progress and issues with the Owner, coordinating the team's activities, managing the sub-subconsultants' work, coordinating the design with the consulting team and other consultants retained by the Owner, providing oversight and quality control, checking documents, organizing project information, administering Subconsultants' invoices, and managing the project budget.

#### **Project Definition/Scope of Work Development**

- a. Formulate Scope of Work and Project Approach. Define Scope of Work, priorities, schedules, formulate the project approach, and assemble design team. Prepare a Work Order including Scope of Work and Fee Estimate.
- b. 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. Assist owner with preparation of Record of Negotiation.

#### **Project Management**

- c. Prepare, Coordinate and Execute subconsultant contracts. Assume three for T-O for survey, geotechnical and architecture. The lead architect, Alliance, will have six subcontracts for Baggage Screening and Conveyance; Mechanical, Plumbing, and Electrical Engineering; IT, Security, Common-Use Technologies, Public Address; Vertical Circulation; Structural; and Wayfinding/Signage.
- d. Establish Owner & Agency review processes, project schedule, and project work plan.
- e. Set up project electronic file sharing. Set up CAD and REVIT management plan for project.
- f. Conduct Internal / sub-consultant design team meetings, assume 2 per month from October to June for a total of 18 internal meetings.
- g. Set up and monitor project invoicing and accounting. Evaluate budget and cost of work throughout the project.

### **PHASE 2 – SCHEMATIC DESIGN PHASE**

Based on the Owner's preferred concept, Consultant shall perform the schematic design and prepare the related documents. The Schematic Design (SD) determines the preliminary design, scale and relationships among the components of the project. The primary objective is to develop a clearly defined design with a comprehensive scope, as well as define significant materials and building systems.

This phase of the design will include refinement of the conceptual floor plans and development of exterior elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. This phase will consider, among others, interfacing of the various structural, mechanical, electrical, and plumbing systems and components. It will also establish basic relationships and layout of site improvements.

Terminal South & Central (Ticketing, Outbound Baggage Makeup and Screening, ATOs, Non-Public Support Spaces, Great Hall, New Restrooms, Vestibules, Curbside Canopy extensions including north canopy) Schematic Design (30%): Refinement of Planning Study Preferred Option totaling roughly \$30,000,000-45,000,000 in construction cost as identified during the previous Planning Study phase. Identified components will be developed to a Schematic Design level based upon coordination with building and systems engineering (structural, mechanical, electrical, civil, IT, security, communications, baggage conveyance and screening, public address, wayfinding). Services to include:

#### Civil

- a. Determine survey information required to design the project and prepare a scope of survey services. A qualified survey subconsultant will collect the required data for the project as part of this task. After data has been collected, analyze the data, and prepare base drawings and digital terrain models for use in the analysis and design. Base drawings shall include all topographic information plus known underground utilities, structures, etc.
- b. Determine geotechnical information required to design the project and prepare a scope of services. A qualified geotechnical subconsultant will collect the required data for the project. The Engineer shall have one representative onsite during field services. It is assumed the field services will take approximately one day to complete. Review geotechnical data and evaluate the recommendations of the geotechnical engineer for use on the structural components of the terminal expansion.
- c. Prepare a preliminary surface and subsurface drainage design for disposal of storm drainage from the project areas. It is assumed that the proposed improvements will have a minimal effect on storm water flow rates, and that post development flows will be disposed of in the existing storm water system. Prepare a report for inclusion in the Engineer's Design Report.
- d. Evaluate existing utilities at the terminal, coordinate with architects and agencies to determine if additional capacity is required for water, power, gas, communications, and/or sewer. Research existing utility easements and impacts on construction.
- e. Develop curbside and parking lot modifications required as part of the building expansion.
- f. Develop landscaping modifications required as part of the building expansion including modifications to trees, shrubs, and irrigation systems.
- g. Develop preliminary aircraft parking layouts that will accommodate expansion of the building into the terminal apron including reconfiguration of the ground boarding passenger walkways and ramps.
- h. Develop a preliminary Construction Safety and Phasing Plan (CSPP) including narrative. This CSPP shall clearly describe the different construction phases and impacts to normal airport operations during each phase. The preliminary CSPP shall be submitted to FAA for review and comment as early in the project development process as possible. Due to the location of the proposed improvements, it will be important to minimize impacts to the flow of passengers through the terminal. Significant coordination with the airport, users and airlines is anticipated in formulation of the CSPP.



- i. Prepare an exhibit illustrating the project and submit to FAA for Initial Project Airspace Review into OE/AAA website.
- j. Assist CM-GC firm in preparing Schematic Design Cost Estimate. The CM-GC will prepare a cost estimate based on the Schematic Design documents with input from the design team.
- k. Develop project eligibility plan and worksheets. Calculate eligibility of various project areas and review with Owner and FAA.

#### Structural Design

- a. Develop Revit model of existing building structure.
- b. Review the geotechnical report and develop preliminary foundation, slab and structural frame criteria.
- c. Develop preliminary structural systems and materials for multilevel two floor expansion in baggage area with partial basement and multilevel two floor expansion without basement in the front of the terminal building.
- d. Coordinate with architects to review potential changes to building structure and advise on feasibility.
- e. Identify lateral resistance and seismic design requirements and develop conceptual design solutions.

#### Architectural, Mechanical and Electrical, Conveyor Systems, Vertical Circulation, and Wayfinding/Signage.

- a. Develop the Preferred Option layout three dimensionally. Using information from the CBR, develop Revit model of existing and proposed building including architectural, mechanical, electrical, IT, and structural systems.
- b. Develop two to three preliminary approaches to architectural image (form, materiality, image, finishes) in coordination with concurrent Visioning exercises (refer to item IV below)
- c. Determine areas of the existing facilities requiring further analysis/investigation; perform field investigation including 3D scans of areas to be impacted by construction.
- d. Refine preliminary aircraft layout developed during Planning Study in coordination with building design.
- e. Provide basic SD-level engineering systems selection, description, and requirements (structural, mechanical, electrical, communications, security, CCTV, IT, baggage conveyance).
- f. Perform general code requirement research.
- g. Assist in preliminary phasing development (in coordination with CM/GC).

- h. Assist CM-GC firm in preparing Schematic Design Cost Estimate. The CM-GC will prepare a cost estimate based on the Schematic Design documents with input from the design team. Review 30% construction estimate (developed by CM/GC).
- i. Facilitate TSA and FAA review including coordination and meetings (in coordination with T-O).
- j. Meetings and coordination with additional stakeholders for preliminary review and input (airlines, police).
- k. Coordinate Building Design with Civil Site design
- l. Facilitate visioning workshops: Prepare for and facilitate initial workshop which will include airport staff and stakeholders (identified by IDA) to build consensus regarding vision, sense of place message, appropriate architectural image, passenger/customer service levels, sustainability, and aspirational goals.

#### IT Infrastructure

- a. Definition of IT Infrastructure scope as it relates to anticipated construction phasing and areas of needed intervention, in coordination with Ticketing and Baggage design and construction. This includes the demolition of the existing TR, and construction of the MTR within the ticketing area.
- b. Refinement of initial IT/Data/Security recommendations made during Planning Study. This refinement will include final recommendation for which systems will be replaced new, and which will be expanded off of existing.
- c. Preliminary concept development of architectural impacts of IT scope (i.e. added rooms, integration of systems within the overall project design, equipment maintenance and access).
- d. Security zoning diagrams indicating impact to overall security boundary, and potential changes to access control.
- e. Develop Public Address coverage criteria.
- f. SD-Level drawings depicting impacts to TSA network connections and EDS communications.
- g. Facilitate meetings and provide coordination with City of Idaho Falls IT and other stakeholders (airlines, TSA, FAA).
- h. Provide SD-level drawings and coordination with supporting disciplines: architectural/structural, mechanical, electrical, baggage conveyance.
- i. Preliminary phasing development (in coordination with CM/GC and Ticketing and Outbound Baggage scope).
- j. Assist CM-GC firm in preparing Schematic Design Cost Estimate. The CM-GC will prepare a cost estimate based on the Schematic Design documents with input from the design team.

- k. Review of 30% construction estimate (developed by CM/GC); make adjustments to scope/design to reconcile with construction budget as necessary.

#### Schematic Design Review Meetings.

This will include one meeting in Idaho Falls with the Airport Staff to discuss the schematic design drawings, refine the project approach, schedule, phasing and budget, and obtain owner signoff. One (1) additional progress meeting via conference calls to review architecture, MEP building systems, IT systems, structural, and civil concepts will also be conducted during schematic design.

#### Deliverables

At the completion of the schematic design phase, the Consultant will deliver the following documents to the Owner:

- Up to three (3) hard copies of the documents (drawings and specifications) will be provided to the Owner, if requested.
- Documents will be provided digitally in PDF format.

Additional copies requested shall be provided on an actual cost basis.

### **PHASE 3 – DESIGN DEVELOPMENT**

In the Design Development Phase, the building systems and materials established in the Schematic Design phase will be further developed and incorporated into the documents.

The documents shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, and electrical systems, and such other elements as may be appropriate. Cross-discipline coordination will confirm appropriate room sizes, spaces, and interaction. Detailed building code investigation will identify rated construction elements, exiting requirements, building classification and other life-safety requirements.

The deliverables provided at the conclusion of the Design Development Phase will be design development level site plans, architectural floor plans, elevations, sections, preliminary details, and schedules. The plans will be developed to show proposed architectural and engineering systems. Draft technical specifications will be provided.

#### Civil

- a) Design landside civil site grading including sidewalks, employee parking and vehicle turnaround.
- b) Design airside civil site grading including apron and aircraft parking.
- c) Finalize landside and airside storm drainage design.
- d) Finalize site utility plans, including relocation of existing and location of proposed wet and dry utilities.

- e) Finalize landside and airside pavement designs.
- f) Prepare Site Civil Layout, Construction Safety Phasing Plans, Utility Plan, Apron Plan, Grading and Drainage, Aircraft Parking Layout and Marking Plan, Fence and Gate Plan, and Civil Details.
- g) Develop an erosion and sediment control plan. This plan shall apply approved Best Management Practices for the State of Idaho.
- h) Prepare draft civil technical specifications.
- i) Phasing refinement and preliminary construction schedule development (in coordination with CM/GC).
- j) Assist CM-GC firm in preparing Design Development Cost Estimate. The CM-GC will prepare a cost estimate based on the Design Development documents with input from the design team. Review 60% construction estimate (developed by CM/GC).
- k) Update eligibility calculations based on Design Development Cost Estimate. Review eligibility calculations with Owner and FAA.

#### Complete Structural Design Development

- a) Develop structural systems and materials for multilevel two floor expansion in baggage area with partial basement and multilevel two floor expansion without basement in the front of the terminal building.
- b) Review existing structural systems for modifications to decrease the clusters of columns in the existing building.
- c) Coordinate with architects to review potential changes to building structure and advise on feasibility.
- d) Finalize structural schematic design.

#### Architectural, Mechanical and Electrical, Conveyor Systems, Vertical Circulation, and Wayfinding/Signage

- a) Refine architectural design concepts, including three dimensionally, and develop typical conceptual details for IDA review and approval.
- b) Provide DD-level engineering system design and coordination (structural, mechanical, electrical, IT, conveyance).
- c) Develop two or three finish and furniture, fixtures, and equipment (FF&E) alternatives.
- d) Finalize aircraft layout (in coordination with T-O).
- e) Code official meetings, coordination, and drawing review.

- f) Provide DD-level outline specification and construction document summary (sheet list, itemize required drawings and coordination).
- g) Phasing refinement and preliminary construction schedule development (in coordination with CM/GC).
- h) Facilitate TSA and FAA review including coordination and meetings.
- i) Meetings and coordination with additional stakeholders as determined by IDA (airlines, police department, airport staff).
- j) Assist T-O (review, comment) in design development of curbside canopies extensions, incidental landscaping, and parking lot modifications. Primary responsibility for design development of these components is with T-O.
- k) Assist CM-GC firm in preparing Design Development Cost Estimate. The CM-GC will prepare a cost estimate based on the Design Development documents with input from the design team. Review cost estimates with owner.
- l) Provide recommendations for overall scope of project and construction packaging based on CM-GC cost estimate and available funding.
- m) Facilitate visioning workshops: Prepare for and facilitate final visioning workshop which will include airport staff and stakeholders (identified by IDA) to build consensus regarding vision, sense of place message, appropriate architectural image, passenger/customer service levels, sustainability, and aspirational goals. Furthermore, coordinate with the design team to integrate the findings of the Visioning workshops into the development of the proposed architectural character and finishes, including harmonious integration into the existing facility and finishes.

#### IT Infrastructure

- a) Refine IT and architectural concepts relative to IT Infrastructure and overall technology systems.
- b) Facilitate meetings and provide coordination with City of Idaho Falls IT and other stakeholders (airlines, TSA, FAA).
- c) Provide DD-level drawings and coordination with supporting disciplines for all listed technology systems.
- d) Provide final recommendation of overall scope and construction packaging.
- e) Provide DD-level outline specification and construction document summary (create sheet list, itemize required drawings and coordination).
- f) Refine phasing, systems/products selections, and preliminary construction schedule (in coordination with CM/GC).
- g) Review of 60% level construction estimate (developed by CM/GC).



### Design Development Review Meetings.

This will include one meeting in Idaho Falls with the Airport Staff to discuss the schematic design drawings, refine the project approach, schedule, phasing and budget, and obtain owner signoff. One (1) additional progress meetings via conference calls to review architecture, MEP building systems, IT systems, structural, and civil concepts will also be conducted during Design Development.

### Deliverables

At the completion of the design development phase, the Consultant will deliver the following documents to the Owner:

- Up to three (3) hard copies of the documents (drawings and specifications) will be provided to the Owner, if requested.
- Documents will be provided digitally in PDF format.

Additional copies requested shall be provided on an actual cost basis.

## **PHASE 4 - CONSTRUCTION DOCUMENTS**

Not included at this time.

## **PHASE 5 – BID ASSISTANCE PHASE**

Not included at this time.

## **PHASE 6 – CONSTRUCTION**

Not included at this time.

## **PHASE 7 – CLOSEOUT**

## **PHASE 8 - ADDITIONAL SERVICES**

Assist the Owner with Grant Administration tasks. – T-O

- a) 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.
- b) Prepare a Grant Application for submittal to FAA. Update the Grant Application for FAA-AIP funding assistance based on project bid results. Assist Owner in coordination of Grant Application submittal and process. Assist the Owner to prepare and process required certifications for submittal to the FAA.
- c) Assist the Owner with preparation of annual SF 271 and SF 425.
- d) Assist the Owner with quarterly performance reports in accordance with FAA Order 5100.38D.
- e) Provide periodic project budget updates to Owner during prosecution of the work.

- f) Assist the owner with review of Requests for Reimbursement via the Delphi system.
- g) Prepare project closeout documentation, including Final report.
- h) Assist and coordinate with Owner to update to the five-year Capital Improvement Program (CIP).
- i) Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit.
- j) Assist the Owner with Disadvantaged Business Enterprise (DBE) annual reporting for FY 2023.

Solicitation: Assist the airport in CM/GC solicitation process. T-O & Alliance

- a) Assist in RFQ development; provide connections with reputable CM/GC teams for consideration by the airport; review any teams proposed by the airport; compile list of candidates.

Selection: Assist the airport in CM/GC selection process. T-O & Alliance

- a) Develop selection criteria in coordination with the airport; participate in CM/GC submittal review and interviews.
- b) Assist in review of CM-GC contract.

**END OF EXHIBIT A**



Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/2/2022

Full Team by Task

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$215,536.96	\$1,230.00	\$0.00		\$216,766.96
II. Schematic Design (30%)	\$730,576.72	\$4,250.00	\$25,455.00	\$35,000.00	\$795,281.72
III. Design Development (65%)	\$860,572.50	\$4,990.00	\$24,645.00		\$890,207.50
IV. Additional Services	\$62,688.26	\$360.00	\$2,040.00		\$65,088.26
Totals	\$1,869,374.44	\$10,830.00	\$52,140.00	\$35,000.00**	\$1,967,344.44

By Firm

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
Civil	\$298,953.40	\$1,710.00	\$3,690.00	\$35,000.00	\$339,353.40
Architectural	\$694,980.00	\$4,030.00	\$21,375.00		\$720,385.00
Structural	\$176,990.00	\$1,030.00	\$2,850.00		\$180,870.00
Mechanical, Electrical, & Plumbing	\$342,940.00	\$1,980.00	\$5,700.00		\$350,620.00
Information Technology	\$201,620.00	\$1,170.00	\$8,550.00		\$211,340.00
Conveyors	\$51,120.00	\$290.00	\$2,850.00		\$54,260.00
Vertical Circulation	\$38,775.00	\$240.00	\$2,850.00		\$41,865.00
Wayfinding & Signage	\$63,996.04	\$380.00	\$4,275.00		\$68,651.04
Totals	\$1,869,374.44	\$10,830.00	\$52,140.00	\$35,000.00**	\$1,967,344.44

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/2/2022

T-O Engineers

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$52,905.70	\$300.00	\$0.00		\$53,205.70
II. Schematic Design	\$86,672.88	\$500.00	\$1,230.00	\$35,000.00	\$123,402.88
III. Design Development	\$113,066.56	\$650.00	\$1,845.00		\$115,561.56
IV. Additional Services	\$46,308.26	\$260.00	\$615.00		\$47,183.26
Totals	\$298,953.40	\$1,710.00	\$3,690.00	\$35,000.00	\$339,353.40

Whole Project Labor Summary	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Aviation Planner	Admin	Total Cost for Labor
		\$266.06	\$198.84	\$174.75	\$101.94	\$131.06	\$119.41	\$87.38	
Labor	1752	6	466	556	702	224	32	32	\$298,953.40

T-O Engineers

I. Project Definition and Management	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Aviation Planner	Admin		Total Cost
		\$266.06	\$198.84	\$174.75	\$101.94	\$131.06	\$119.41	\$87.38		per Item
Project Definition / Scope of Work Development										
a. Develop Project Approach. Formulate Scope of Work and Prepare Work Order.	52	4	40					8		\$9,716.88
b. Prepare IFE documents and coordinate with airport and IFE firm. Prepare RON,	20		12	8						\$3,784.08
Project Management										
a. Coordinate with Subconsultants including SOW and Agreements for Survey, Geotech and Architectural.	50	2	24	16				8		\$8,799.32
b. Establish Owner & Agency review processes, project schedule, and project work plan.	20		8	12						\$3,687.72
c. Develop electronic file sharing plan along with CAD and REVIT sharing plan.	20		4	12	4					\$3,300.12
d. Conduct Internal team meetings, 2 per month for 9 months for a total of 18 meetings.	90		30	30	30					\$14,265.90
e. Set up project invoicing and accounting. Evaluate budget and cost of work throughout the project.	56		40					16		\$9,351.68
Estimated Total Labor	308	6	158	78	34	0	0	32	\$0.00	\$52,905.70
Production Copier									\$220.00	\$220.00
Postage and Freight									\$80.00	\$80.00
Estimated Total Expenses									\$300.00	\$300.00
Mileage									\$0.00	\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$1,596.36	\$31,416.72	\$13,630.50	\$3,465.96	\$0.00	\$0.00	\$2,796.16	\$600.00	\$53,205.70



T-O Engineers

II. Schematic Design	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Aviation Planner	Admin		Total Cost per Item
		\$266.06	\$198.84	\$174.75	\$101.94	\$131.06	\$119.41	\$87.38		
a.Determine Survey required. Coordinate Survey. Update base maps.	18		2	8	8					\$2,611.20
b.Determine Geotech required. Coordinate Geotech. Review report.	16		4	12						\$2,892.36
c.Develop preliminary drainage design. Prepare report.	40		4	12	24					\$5,338.92
d.Evaluate existing utilities and develop preliminary utility relocation plan.	40		4	12	24					\$5,338.92
e.Develop curbside and parking lot modifications required. Prepare preliminary drawings.	116		12	24	80					\$14,735.28
f.Develop landscaping modificatications required. Prepare preliminary drawings.	68		4	24	40					\$9,066.96
g.Develop aircraft parking layouts for building expansion. Develop walkway reconfiguration and extension.	84		4	16	40		24			\$10,534.80
h.Develop preliminary CSPP.	76		8	12	16	40				\$10,561.16
i.Prepare and submit 7460 for building expansion.	14		2	4	8					\$1,912.20
j.Assist CM/GC in Schematic Design Cost Estimate.	60		4	8	16	32				\$8,018.32
k.Develop project eligibility plan and worksheets. Review eligibility with Owner and FAA.	48		16	24	8					\$8,190.96
i.Schematic Design Review Meetings	40		20	20						\$7,471.80
Estimated Total Labor	620	0	84	176	264	72	24	0	\$0.00	\$86,672.88
Production Copier									\$360.00	\$360.00
Postage and Freight									\$140.00	\$140.00
Estimated Total Expenses									\$500.00	\$500.00
Mileage									\$780.00	\$780.00
Trip/s (2 person-trips)									\$0.00	\$0.00
Hotel / Food									\$450.00	\$450.00
Estimated Total Travel										\$1,230.00
Survey									\$10,000.00	\$10,000.00
Geotech									\$25,000.00	\$25,000.00
Estimated Total Special Services										\$35,000.00
Total		\$0.00	\$16,702.56	\$30,756.00	\$26,912.16	\$9,436.32	\$2,865.84	\$0.00	\$2,230.00	\$123,402.88

T-O Engineers

III. Design Development	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Aviation Planner	Admin		Total Cost per Item
		\$266.06	\$198.84	\$174.75	\$101.94	\$131.06	\$119.41	\$87.38		
a.Design landside civil site grading.	40		4	12	24					\$5,338.92
b.Design airside civil site grading including apron & aircraft parking.	92		8	24	60					\$11,901.12
c.Finalize landside and airside storm drainage design.	60		4	16	40					\$7,668.96
d.Finalize site utility plans including existing and proposed wet and dry utilities.	60		4	16	40					\$7,668.96
e.Finalize landside and airside pavement designs.	26		2	8	16					\$3,426.72
f. Prepare DD drawings.	172		12	40	120					\$21,608.88
g. Develop erosion and sediment control plans.	34		2	8	24					\$4,242.24
h. Prepare draft technical specifications.	112		8	24		80				\$16,269.52
i. Update phasing with CM/GC and develop construction schedule.	88		8	16	24	40				\$12,075.68
j.Assist CM/GC in Design Development Cost Estimate.	60		4	8	16	32				\$8,018.32
k.Update project eligibility plan and worksheets. Review eligibility with Owner and FAA.	40		16	24						\$7,375.44
h. Design Development Review Meetings	40		20	20						\$7,471.80
Estimated Total Labor	824	0	92	216	364	152	0	0	\$0.00	\$113,066.56
Production Copier									\$470.00	\$470.00
Postage and Freight									\$180.00	\$180.00
Estimated Total Expenses									\$650.00	\$650.00
Mileage									\$1,170.00	\$1,170.00

Trip/s (3 person-trips)									\$0.00	\$0.00
Hotel / Food									\$675.00	\$675.00
Estimated Total Travel										\$1,845.00
<b>Total</b>		<b>\$0.00</b>	<b>\$18,293.28</b>	<b>\$37,746.00</b>	<b>\$37,106.16</b>	<b>\$19,921.12</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,145.00</b>	<b>\$115,561.56</b>

T-O Engineers

IV. Additional Services	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Aviation Planner	Admin		Total Cost per Item
		\$266.06	\$198.84	\$174.75	\$101.94	\$131.06	\$119.41	\$87.38		
Grant Administration										
a. FAA Pre Design Conference			2	2						\$747.18
b. Prepare Grant Application			2	8	16					\$3,426.72
c. Prepare Annual SF 271 and 425			2	8						\$1,795.68
d. Prepare Quarterly Reports			2	8						\$1,795.68
e. Provide Budget Updates to Owner			12							\$2,386.08
f. Assist the Owner in prepareing Requests for Reimbursements			4	8						\$2,193.36
g. Prepare closeout documentation including Final Closeout Report			4	8	24					\$4,639.92
h. Assist Owner in updating Capital Improvement Program			8	12						\$3,687.72
i. Assist with annual audit.			4	4						\$1,494.36
j. Collect and report on annual DBE participation			4				8			\$1,750.64
Assist the airport in CM/GC solicitation process			40							\$7,953.60
Assist the airport in CM/GC selection process										
a. Develop selection criteria in coordination with airport, participate in CM-GC review and selection			24	16						\$7,568.16
b. Assist in development and review of CM-GC scope of work, fee, and contract			24	12						\$6,869.16
Estimated Total Labor	0	0	132	86	40	0	8	0	0	\$46,308.26
Production Copier									\$190.00	\$190.00
Postage and Freight									\$70.00	\$70.00
Estimated Total Expenses									\$260.00	\$260.00
Mileage									\$390.00	\$390.00
Trip/s (1 person-trips)									\$0.00	\$0.00
Hotel / Food									\$225.00	\$225.00
Estimated Total Travel										\$615.00
<b>Total</b>		<b>\$0.00</b>	<b>\$26,246.88</b>	<b>\$15,028.50</b>	<b>\$4,077.60</b>	<b>\$0.00</b>	<b>\$955.28</b>	<b>\$0.00</b>	<b>\$1,135.00</b>	<b>\$47,183.26</b>

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/2/2022

Meyers Borgman Johnson

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$9,080.00	\$50.00	\$0.00		\$9,130.00
II. Schematic Design (30%)	\$67,860.00	\$400.00	\$1,425.00		\$69,685.00
III. Design Development (65%)	\$100,050.00	\$580.00	\$1,425.00		\$102,055.00
IV. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$176,990.00	\$1,030.00	\$2,850.00	\$0.00	\$180,870.00

Whole Project Labor Summary	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Admin	Title	Total Cost
		\$220.00	\$180.00	\$125.00	\$100.00			\$0.00	for Labor
Labor	1309	9	382	578	340	0	0	0	\$176,990.00

Meyers Borgman Johnson

I. Project Definition and Management	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Admin	Title		Total Cost
		\$220.00	\$180.00	\$125.00	\$100.00	\$0.00	\$0.00	\$0.00		per Item
Project Definition / Scope of Work Development	10	2	8							\$1,880.00
Project Management	40		40							\$7,200.00
Estimated Total Labor	50	2	48	0	0	0	0	0	\$0.00	\$9,080.00
Production Copier									\$40.00	\$40.00
Postage and Freight									\$10.00	\$10.00
Estimated Total Expenses										\$50.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$440.00	\$8,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$9,130.00

Meyers Borgman Johnson

II. Schematic Design (30%)	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Admin	Title		Total Cost
		\$220.00	\$180.00	\$125.00	\$100.00	\$0.00	\$0.00	\$0.00		per Item
a.Develop revit structural model of existing building	50		24	16	10					\$7,320.00
b.Develop geotech SOW, review geotech report, develop preliminary foundation designs	48		12	24	12					\$6,360.00
c.Development preliminary structural systems for multilevel expansions with and withouth basement	298	2	80	150	66					\$40,190.00
d.Coordinate with architects on modifications to existing structural systems	36		12	14	10					\$4,910.00
e.Identify lateral resistance and seismic design required and develop structural design	40	2	8	24	6					\$5,480.00



Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/2/2022

Alliance					
Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$90,120.00	\$520.00	\$0.00		\$90,640.00
II. Schematic Design (30%)	\$302,140.00	\$1,750.00	\$11,400.00		\$315,290.00
III. Design Development (65%)	\$286,340.00	\$1,660.00	\$8,550.00		\$296,550.00
IV. Additional Services	\$16,380.00	\$100.00	\$1,425.00		\$17,905.00
Totals	\$694,980.00	\$4,030.00	\$21,375.00	\$0.00	\$720,385.00

Whole Project Labor Summary	Total	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Project Architect	Arch. & Int. Support/ Technical	Aviation Planner	Title	Total Cost
	Hours	\$250.00	\$150.00	\$180.00	\$120.00	\$100.00	\$180.00	\$0.00	for Labor
Labor	4784	282	1294	876	664	1452	216	0	\$686,040.00

Alliance										
I. Project Definition and Management	Total	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Project Architect	Arch. & Int. Support/ Technical	Aviation Planner	Title		Total Cost
	Hours	\$250.00	\$150.00	\$180.00	\$120.00	\$100.00	\$180.00	\$0.00		per Item
Project Definition / Scope of Work Development	32	12	16	2			2			\$6,120.00
Project Management	528	48	480							\$84,000.00
Estimated Total Labor	560	60	496	2	0	0	2	0	\$0.00	\$90,120.00
Production Copier									\$380.00	\$380.00
Postage and Freight									\$140.00	\$140.00
Estimated Total Expenses										\$520.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$15,000.00	\$74,400.00	\$360.00	\$0.00	\$0.00	\$360.00	\$0.00	\$520.00	\$90,640.00

Alliance										
II. Schematic Design (30%)	Total	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Project Architect	Arch. & Int. Support/ Technical	Aviation Planner	Title		Total Cost
	Hours	\$250.00	\$150.00	\$180.00	\$120.00	\$100.00	\$180.00	\$0.00		per Item
a.Develop the Preferred Option layout three dimensionally	716	32	180	200	60	220	24			\$104,520.00
b.Develop two to three preliminary approaches to architectural image	368	24	72	84	24	160	4			\$51,520.00
c.Assess / investigate existing conditions in areas of project	98		24	14	14	42	4			\$12,720.00
d.Refine preliminary aircraft layout; support and coordinate with civil engineers	50		4	4	4	14	24			\$7,520.00



e.Provide basic SD-level engineering systems; support and coordinate with building engineers	134		28	28	28	42	8			\$18,240.00
f.Perform general code requirement research	134	2	24	24	42	42				\$17,660.00
g.Assist in preliminary phasing development (with CM/GC)	78	8	14	14	10	24	8			\$11,660.00
h.Assist CM/GC in Schematic Design Cost Estimate.	44	2	8	8	8	14	4			\$6,220.00
i.Facilitate TSA and FAA review	52	4	16	10	4	8	10			\$8,280.00
j.Meetings / coordination with additional stakeholders (airlines, police)	74	4	14	14	14	18	10			\$10,900.00
k.Assist civil engineer in site design	62	4	8	14	10	18	8			\$9,160.00
l.Facilitate visioning workshops	170	10	20	60	20	60				\$24,700.00
m.Schematic Design Review Meetings	112	24	24	24	24	8	8			\$19,040.00
Estimated Total Labor	2092	114	436	498	262	670	112	0	\$0.00	\$302,140.00
Production Copier									\$1,270.00	\$1,270.00
Postage and Freight									\$480.00	\$480.00
Estimated Total Expenses										\$1,750.00
Mileage										\$0.00
Flight/s (8 person-trips)									\$9,600.00	\$9,600.00
Hotel / Food									\$1,800.00	\$1,800.00
Estimated Total Travel										\$11,400.00
Total		\$28,500.00	\$65,400.00	\$89,640.00	\$31,440.00	\$67,000.00	\$20,160.00	\$0.00	\$13,150.00	\$315,290.00

Alliance

III. Design Development (65%)	Total Hours	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Project Architect	Arch. & Int. Support/ Technical	Aviation Planner	Title		Total Cost per Item
		\$250.00	\$150.00	\$180.00	\$120.00	\$100.00	\$180.00	\$0.00		
a.Refine architectural design concepts and typical conceptual details	516	14	84	84	84	240	10			\$67,100.00
b.Provide DD-level engineering system design / coordination; integrate with architecture	212	4	36	32	24	106	10			\$27,440.00
c.Develop two or three FF&E options	104	4	16	24	4	56				\$13,800.00
d.Finalize aircraft layout; support and coordinate with civil engineers	20		4		4	4	8			\$2,920.00
e.Code official meetings, coordination, and drawing review	160	4	32	24	64	32	4			\$21,720.00
f.Provide DD-level outline specification and construction document summary	376	4	64	64	70	160	14			\$49,040.00
g.Phasing refinement and preliminary construction schedule development (with CM/GC)	126	4	14	24	40	40	4			\$16,940.00
h.Facilitate TSA and FAA review including coordination and meetings	70	4	16	4	8	24	14			\$10,000.00
i.Meetings / coordination with additional stakeholders (airlines, police , airport staff)	76	4	14	8	18	18	14			\$11,020.00
j.Assist civil engineer in design development of curbside canopies, landscaping, and site modifications	52	4	8	4	14	14	8			\$7,440.00
k.Assist CM/GC in Design Development Cost Estimate.	20	2	4	2	4	4	4			\$3,060.00
l.Provide final recommendations for overall scope and construction packaging	80	10	14	14	24	14	4			\$12,120.00
m.Facilitate visioning workshops	170	10	20	60	20	60				\$24,700.00
n.Design Development Design Review Meetings	112	24	24	24	24	8	8			\$19,040.00
Estimated Total Labor	2094	92	350	368	402	780	102	0	\$0.00	\$286,340.00
Production Copier									\$1,200.00	\$1,200.00
Postage and Freight									\$460.00	\$460.00
Estimated Total Expenses										\$1,660.00
Mileage										\$0.00
Flight/s (6 person-trips)									\$7,200.00	\$7,200.00
Hotel / Food									\$1,350.00	\$1,350.00
Estimated Total Travel										\$8,550.00
Total		\$23,000.00	\$52,500.00	\$66,240.00	\$48,240.00	\$78,000.00	\$18,360.00	\$0.00	\$10,210.00	\$296,550.00

Alliance

IV. Additional Services	Total	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Project Architect	Arch. & Int. Support/ Technical	Aviation Planner	Title		Total Cost
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	Hours	\$250.00	\$150.00	\$180.00	\$120.00	\$100.00	\$180.00	\$0.00		per Item
A. Assist the airport in CM/GC solicitation process	44	22	12	8		2				\$8,940.00
B. Assist the airport in CM/GC selection process	38	16	12	8		2				\$7,440.00
Estimated Total Labor	38	16	12	8	0	2	0	0	\$0.00	\$16,380.00
Production Copier									\$70.00	\$70.00
Postage and Freight									\$30.00	\$30.00
Estimated Total Expenses										\$100.00
Mileage										\$0.00
Flight/s (1 person-trips)									\$1,200.00	\$1,200.00
Hotel / Food									\$225.00	\$225.00
Estimated Total Travel										\$1,425.00
Total		\$4,000.00	\$1,800.00	\$1,440.00	\$0.00	\$200.00	\$0.00	\$0.00	\$1,525.00	\$17,905.00

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/2/2022

Michaud Cooley Erickson

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$39,280.00	\$220.00	\$0.00		\$39,500.00
II. Schematic Design (30%)	\$117,520.00	\$680.00	\$2,850.00		\$121,050.00
III. Design Development (65%)	\$186,140.00	\$1,080.00	\$2,850.00		\$190,070.00
IV. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$342,940.00	\$1,980.00	\$5,700.00	\$0.00	\$350,620.00

Whole Project Labor Summary	Total Hours	Principal	PM	Lead	Staff	Fire Protect	Lighting	Title	Total Cost for Labor
		\$250.00	\$220.00	\$175.00	\$130.00	\$150.00	\$160.00	\$0.00	
Labor	2143	20	242	740	856	168	117	0	\$342,940.00

Michaud Cooley Erickson

I. Project Definition and Management	Total	Principal	PM	Lead	Staff	Fire Protect	Lighting	Title		Total Cost
	Hours	\$250.00	\$220.00	\$175.00	\$130.00	\$150.00	\$160.00	\$0.00		per Item
Project Definition / Scope of Work Development	152	8	40	80		16	8			\$28,480.00
Project Management	48	8	40							\$10,800.00
Estimated Total Labor	200	16	80	80	0	16	8	0	\$0.00	\$39,280.00
Production Copier									\$160.00	\$160.00
Postage and Freight									\$60.00	\$60.00
Estimated Total Expenses										\$220.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$4,000.00	\$17,600.00	\$14,000.00	\$0.00	\$2,400.00	\$1,280.00	\$0.00	\$220.00	\$39,500.00

Michaud Cooley Erickson

II. Schematic Design (30%)	Total Hours	Principal	PM	Lead	Staff	Fire Protect	Lighting	Title		Total Cost
		\$250.00	\$220.00	\$175.00	\$130.00	\$150.00	\$160.00	\$0.00		per Item
a.Develop the Preferred Option layout three dimensionally	0									\$0.00
b.Develop two to three preliminary approaches to architectural image	0									\$0.00
c.Assess / investigate existing conditions in areas of project	0									\$0.00
d.Refine preliminary aircraft layout; support and coordinate with civil engineers	0									\$0.00
e.Provide basic SD-level engineering systems; support and coordinate with building engineers	524		40	160	280	24	20			\$80,000.00
f.Perform general code requirement research	16			8		8				\$2,600.00

g.Assist in preliminary phasing development (with CM/GC)	52		12	40						\$9,640.00
h.Assist CM/GC in Schematic Design Cost Estimate.	12		4	8						\$2,280.00
i.Facilitate TSA and FAA review	0									\$0.00
j.Meetings / coordination with additional stakeholders (airlines, police)	92		12	64		8	8			\$16,320.00
l.Facilitate visioning workshops										
m.Schematic Design Review Meetings	40		8	8	8	8	8			\$6,680.00
Estimated Total Labor	736	0	76	288	288	48	36	0	\$0.00	\$117,520.00
Production Copier									\$490.00	\$490.00
Postage and Freight									\$190.00	\$190.00
Estimated Total Expenses										\$680.00
Mileage										\$0.00
Flight/s (2 person-trips)									\$2,400.00	\$2,400.00
Hotel / Food									\$450.00	\$450.00
Estimated Total Travel										\$2,850.00
<b>Total</b>		<b>\$0.00</b>	<b>\$16,720.00</b>	<b>\$50,400.00</b>	<b>\$37,440.00</b>	<b>\$7,200.00</b>	<b>\$5,760.00</b>	<b>\$0.00</b>	<b>\$3,530.00</b>	<b>\$121,050.00</b>

Michaud Cooley Erickson

III. Design Development (65%)	Total Hours	Principal	PM	Lead	Staff	Fire Protect	Lighting	Title		Total Cost per Item
		\$250.00	\$220.00	\$175.00	\$130.00	\$150.00	\$160.00	\$0.00		
a.Refine architectural design concepts and typical conceptual details	0									\$0.00
b.Provide DD-level engineering system design / coordination; integrate with architecture	824	4	40	200	480	60	40			\$122,600.00
c.Develop two or three FF&E options	108			20	80		8			\$15,180.00
d.Finalize aircraft layout; support and coordinate with civil engineers	0									\$0.00
e.Code official meetings, coordination, and drawing review	20		4	8		8				\$3,480.00
f.Provide DD-level outline specification and construction document summary	68		4	40		16	8			\$11,560.00
g.Phasing refinement and preliminary construction schedule development (with CM/GC)	16			16						\$2,800.00
h.Facilitate TSA and FAA review including coordination and meetings	0									
i.Meetings / coordination with additional stakeholders (airlines, police , airport staff)	104		24	64		8	8			\$18,960.00
j.Assist civil engineer in design development of curbside canopies, landscaping, and site modifications	0									
k.Assist CM/GC in Design Development Cost Estimate.	17		4	8		4	1			\$3,040.00
l.Provide final recommendations for overall scope and construction packaging	10		2	8						\$1,840.00
m.Facilitate visioning workshops	0									
n.Design Development Review Meetings	40		8	8	8	8	8			\$6,680.00
Estimated Total Labor	1207	4	86	372	568	104	73	0	\$0.00	\$186,140.00
Production Copier									\$780.00	\$780.00
Postage and Freight									\$300.00	\$300.00
Estimated Total Expenses										\$1,080.00
Mileage										\$0.00
Flight/s (2 person-trips)									\$2,400.00	\$2,400.00
Hotel / Food									\$450.00	\$450.00
Estimated Total Travel										\$2,850.00
<b>Total</b>		<b>\$1,000.00</b>	<b>\$18,920.00</b>	<b>\$65,100.00</b>	<b>\$73,840.00</b>	<b>\$15,600.00</b>	<b>\$11,680.00</b>	<b>\$0.00</b>	<b>\$3,930.00</b>	<b>\$190,070.00</b>

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/2/2022

Faith Group

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$15,520.00	\$90.00	\$0.00		\$15,610.00
II. Schematic Design (30%)	\$86,060.00	\$500.00	\$4,275.00		\$90,835.00
III. Design Development (65%)	\$100,040.00	\$580.00	\$4,275.00		\$104,895.00
IV. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$201,620.00	\$1,170.00	\$8,550.00	\$0.00	\$211,340.00

Whole Project Labor Summary	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Sr. Systems Designer	Systems Designer	Designer	Project Support	Total Cost for Labor
		\$235.00	\$205.00	\$200.00	\$170.00	\$135.00	\$100.00	\$80.00	
Labor	1272	36	326	134	166	322	240	48	\$201,620.00

Faith Group

I. Project Definition and Management	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Sr. Systems Designer	Systems Designer	Designer	Project Support		Total Cost
		\$235.00	\$205.00	\$200.00	\$170.00	\$135.00	\$100.00	\$80.00		per Item
Project Definition / Scope of Work Development	4	4								\$940.00
Project Management	84	12	48					24		\$14,580.00
Estimated Total Labor	88	16	48	0	0	0	0	24	\$0.00	\$15,520.00
Production Copier									\$70.00	\$70.00
Postage and Freight									\$20.00	\$20.00
Estimated Total Expenses										\$90.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$3,760.00	\$9,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,920.00	\$90.00	\$15,610.00

Faith Group

II. Schematic Design (30%)	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Sr. Systems Designer	Systems Designer	Designer	Project Support		Total Cost per Item
		\$235.00	\$205.00	\$200.00	\$170.00	\$135.00	\$100.00	\$80.00		
a.Definition of IT Infrastructure scope relative to demolition, phasing, and project areas	24		8		8	8				\$4,080.00
b.Refinement of initial IT/Data/Security recommendations made during Planning Study	48	4	16	8	12	8				\$8,940.00
c.Preliminary concept development of architectural impacts of IT scope	8		8							\$1,640.00
d. Security zoning diagrams, impacts to access control	32				8		24			\$3,760.00
e. Develop public address coverage criteria	32			32						\$6,400.00



f.Provide SD-level diagrams depicting impacts to TSA network/EDS	24		16			8				\$4,360.00
g.Facilitate meetings and provide coordination with City of Idaho Falls IT, other stakeholders	88	4	32	16	32	4				\$16,680.00
h.Provide SD-level drawings and coordination with supporting disciplines	208		24		24	80	80			\$27,800.00
i.Assist in preliminary phasing development (with CM/GC and Terminal South work)	20		16		4					\$3,960.00
j.Assist CM/GC in Schematic Design Cost Estimate.	12		2	2	2	6				\$1,960.00
k.Schematic Design Review Meetings	40		8	8	8	8	8			\$6,480.00
Estimated Total Labor	536	8	130	66	98	122	112	0	\$0.00	\$86,060.00
Production Copier									\$360.00	\$360.00
Postage and Freight									\$140.00	\$140.00
Estimated Total Expenses										\$500.00
Mileage										\$0.00
Flight/s (3 person-trips)									\$3,600.00	\$3,600.00
Hotel / Food									\$675.00	\$675.00
Estimated Total Travel										\$4,275.00
Total		\$1,880.00	\$26,650.00	\$13,200.00	\$16,660.00	\$16,470.00	\$11,200.00	\$0.00	\$4,775.00	\$90,835.00

Faith Group

III. Design Development (65%)	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Sr. Systems Designer	Systems Designer	Designer	Project Support		Total Cost per Item
		\$235.00	\$205.00	\$200.00	\$170.00	\$135.00	\$100.00	\$80.00		
a.Refine IT and architectural concepts relative to IT Infrastructure	40		8	8	8	16				\$6,760.00
b.Facilitate meetings / coordination with City of Idaho Falls IT, other stakeholders	28	4	24							\$5,860.00
c.Provide DD-level drawings and coordination with supporting disciplines	348	4	48	32	24	120	120			\$49,460.00
d.Provide final recommendation on overall scope and construction packaging	24		24							\$4,920.00
e.Provide DD-level outline specification and construction document summary	112		24	16	24	24		24		\$17,360.00
f.Refine phasing, systems selections, and preliminary construction schedule (with CM/GC)	36	4	8			24				\$5,820.00
g.Assist CM/GC in Design Development Cost Estimate.	20		4	4	4	8				\$3,380.00
h.Design Development Review Meetings	40		8	8	8	8	8			\$6,480.00
Estimated Total Labor	648	12	148	68	68	200	128	24	\$0.00	\$100,040.00
Production Copier									\$420.00	\$420.00
Postage and Freight									\$160.00	\$160.00
Estimated Total Expenses										\$580.00
Mileage										\$0.00
Flight/s (3 person-trips)									\$3,600.00	\$3,600.00
Hotel / Food									\$675.00	\$675.00
Estimated Total Travel										\$4,275.00
Total		\$2,820.00	\$30,340.00	\$13,600.00	\$11,560.00	\$27,000.00	\$12,800.00	\$1,920.00	\$4,855.00	\$104,895.00

## Workplan and Fee Estimate

**IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design**

**11/2/2022**

## Swanson Rink

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$3,150.00	\$20.00	\$0.00		\$3,170.00
II. Schematic Design (30%)	\$26,520.00	\$150.00	\$1,425.00		\$28,095.00
III. Design Development (65%)	\$21,450.00	\$120.00	\$1,425.00		\$22,995.00
IV. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$51,120.00	\$290.00	\$2,850.00	\$0.00	\$54,260.00

Whole Project Labor Summary	Total Hours	Senior VP	Director	Sr. Engineer	Project Engineer	Engineer II	CAD	PM	PA	Total Cost for Labor
		\$200.00	\$180.00	\$160.00	\$140.00	\$120.00	\$100.00	\$130.00	\$95.00	
Labor	407	5	4	22	78	157	48		22	\$41,890.00

## Swanson Rink

I. Project Definition and Management	Total	Senior VP	Director	Sr. Engineer	Project Engineer	Engineer II	CAD	PM	PA		Total Cost
	Hours	\$200.00	\$180.00	\$160.00	\$140.00	\$120.00	\$100.00	\$130.00	\$95.00		per Item
Project Definition / Scope of Work Development	0										\$0.00
Project Management	20	5	4					11			\$3,150.00
Estimated Total Labor	20	5	4	0	0	0	0	11	0	\$0.00	\$3,150.00
Production Copier										\$10.00	\$10.00
Postage and Freight										\$10.00	\$10.00
Estimated Total Expenses											\$20.00
Mileage											\$0.00
Flight/s (0 person-trips)										\$0.00	\$0.00
Hotel / Food										\$0.00	\$0.00
Estimated Total Travel											\$0.00
<b>Total</b>		<b>\$1,000.00</b>	<b>\$720.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,430.00</b>	<b>\$0.00</b>	<b>\$20.00</b>	<b>\$3,170.00</b>

## Swanson Rink

[illegible]

j.Meetings / coordination with additional stakeholders (airlines, police)	0										\$0.00
k.Assist civil engineer in site design	0										\$0.00
l.Facilitate visioning workshops	0										\$0.00
k.Schematic Design Review Meetings	24			4	4	4	4	4	4		\$2,980.00
Estimated Total Labor	212	0	0	11	49	87	19	34	12	\$0.00	\$26,520.00
Production Copier										\$110.00	\$110.00
Postage and Freight										\$40.00	\$40.00
Estimated Total Expenses											\$150.00
Mileage											\$0.00
Flight/s (1 person-trips)										\$1,200.00	\$1,200.00
Hotel / Food										\$225.00	\$225.00
Estimated Total Travel											\$1,425.00
<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,760.00</b>	<b>\$6,860.00</b>	<b>\$10,440.00</b>	<b>\$1,900.00</b>	<b>\$4,420.00</b>	<b>\$1,140.00</b>	<b>\$1,575.00</b>	<b>\$28,095.00</b>

Swanson Rink

III. Design Development (65%)	Total Hours	Senior VP	Director	Sr. Engineer	Project Engineer	Engineer II	CAD	PM	PA		Total Cost per Item
		\$200.00	\$180.00	\$160.00	\$140.00	\$120.00	\$100.00	\$130.00	\$95.00		
a.Refine architectural design concepts and typical conceptual details	0										\$0.00
b.Provide DD-level engineering system design / coordination; integrate with architecture	124			5	23	50	20	20	6		\$15,190.00
c.Develop two or three FF&E options	0										\$0.00
d.Finalize aircraft layout; support and coordinate with civil engineers	0										\$0.00
e.Code official meetings, coordination, and drawing review	0										\$0.00
f.Provide DD-level outline specification and construction document summary	27			2	2	16	5	2	0		\$3,280.00
g.Phasing refinement and preliminary construction schedule development (with CM/GC)	0										\$0.00
h.Provide final recommendations for overall scope and construction packaging	0										\$0.00
i.Meetings / coordination with additional stakeholders (airlines, police , airport staff)	0										\$0.00
j.Assist civil engineer in design development of curbside canopies, landscaping, and site modifications	0										\$0.00
k.Assist CM/GC in Design Development Cost Estimate.	0										\$0.00
l.Provide final recommendations for overall scope and construction packaging	0										\$0.00
m.Facilitate visioning workshops	0										\$0.00
n.Design Development Review Meetings	24			4	4	4	4	4	4		\$2,980.00
Estimated Total Labor	175	0	0	11	29	70	29	26	10	\$0.00	\$21,450.00
Production Copier										\$90.00	\$90.00
Postage and Freight										\$30.00	\$30.00
Estimated Total Expenses											\$120.00
Mileage											\$0.00
Flight/s (1 person-trips)										\$1,200.00	\$1,200.00
Hotel / Food										\$225.00	\$225.00
Estimated Total Travel											\$1,425.00
<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,760.00</b>	<b>\$4,060.00</b>	<b>\$8,400.00</b>	<b>\$2,900.00</b>	<b>\$3,380.00</b>	<b>\$950.00</b>	<b>\$1,545.00</b>	<b>\$22,995.00</b>

## Workplan and Fee Estimate

**IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design**

11/2/2022

**VDA**

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$0.00	\$0.00	\$0.00		\$0.00
II. Schematic Design (30%)	\$15,675.00	\$100.00	\$1,425.00		\$17,200.00
III. Design Development (65%)	\$23,100.00	\$140.00	\$1,425.00		\$24,665.00
IV. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$38,775.00	\$240.00	\$2,850.00	\$0.00	\$41,865.00

Whole Project Labor Summary	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Project Architect	Title	Title	Title	Total Cost for Labor
		\$275.00							
Labor	141	141	0	0	0	0	0	0	\$38,775.00

VDA

[illegible]

VDA

[illegible]

f.Perform general code requirement research	3	3								\$825.00
g.Assist in preliminary phasing development (with CM/GC)	0									\$0.00
h.Review 30% construction estimate (developed by CM/GC)	2	2								\$550.00
i.Facilitate TSA and FAA review	0									\$0.00
j.Meetings / coordination with additional stakeholders (airlines, police)	4	4								\$1,100.00
k.Assist civil engineer in site design	0									\$0.00
l.Facilitate visioning workshops	0									\$0.00
m.Schematic Design Review Meetings	4	4								\$1,100.00
Estimated Total Labor	57	57	0	0	0	0	0	0	\$0.00	\$15,675.00
Production Copier									\$70.00	\$70.00
Postage and Freight									\$30.00	\$30.00
Estimated Total Expenses										\$100.00
Mileage										\$0.00
Flight/s (1 person-trips)									\$1,200.00	\$1,200.00
Hotel / Food									\$225.00	\$225.00
Estimated Total Travel										\$1,425.00
<b>Total</b>		<b>\$15,675.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,525.00</b>	<b>\$17,200.00</b>

VDA

III. Design Development (65%)	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Project Architect	Title	Title	Title		Total Cost per Item
		\$275.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
a.Refine architectural design concepts and typical conceptual details	20	20								\$5,500.00
b.Provide DD-level engineering system design / coordination; integrate with architecture	32	32								\$8,800.00
c.Develop two or three FF&E options	0									\$0.00
d.Finalize aircraft layout; support and coordinate with civil engineers	0									\$0.00
e.Code official meetings, coordination, and drawing review	0									\$0.00
f.Provide DD-level outline specification and construction document summary	20	20								\$5,500.00
g.Phasing refinement and preliminary construction schedule development (with CM/GC)	0									\$0.00
h.Facilitate TSA and FAA review including coordination and meetings	0									\$0.00
i.Meetings / coordination with additional stakeholders (airlines, police , airport staff)	6	6								\$1,650.00
j.Assist civil engineer in design development of curbside canopies, landscaping, and site modifications	0									\$0.00
k.Assist CM/GC in Design Development Cost Estimate.	2	2								\$550.00
l.Provide final recommendations for overall scope and construction packaging	0									\$0.00
m.Facilitate visioning workshops	0									\$0.00
l.Design Development Review Meetings	4	4								\$1,100.00
Estimated Total Labor	84	84	0	0	0	0	0	0	\$0.00	\$23,100.00
Production Copier									\$100.00	\$100.00
Postage and Freight									\$40.00	\$40.00
Estimated Total Expenses										\$140.00
Mileage										\$0.00
Flight/s (1 person-trips)									\$1,200.00	\$1,200.00
Hotel / Food									\$225.00	\$225.00
Estimated Total Travel										\$1,425.00
<b>Total</b>		<b>\$23,100.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,565.00</b>	<b>\$24,665.00</b>



## Workplan and Fee Estimate

**IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design**

11/2/2022

## Entro

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$5,481.26	\$30.00	\$0.00		\$5,511.26
II. Schematic Design (30%)	\$28,128.84	\$170.00	\$1,425.00		\$29,723.84
III. Design Development (65%)	\$30,385.94	\$180.00	\$2,850.00		\$33,415.94
IV. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$63,996.04	\$380.00	\$4,275.00	\$0.00	\$68,651.04

Whole Project Labor Summary	Total	Founding Partner	Partner	Senior Designer	Designer	Technician	Title	Title	Total Cost for Labor
	Hours	\$301.11	\$213.41	\$152.71	\$123.00	\$123.00	\$0.00	\$0.00	
Labor	431	6	86	72	145	122	0	0	\$63,996.04

Entro

I. Project Definition and Management	Total	Founding Partner	Partner	Senior Designer	Designer	Technician	Title	Title		Total Cost
	Hours	\$301.11	\$213.41	\$152.71	\$123.00	\$123.00	\$0.00	\$0.00		per Item
Project Definition / Scope of Work Development	14	2	8	4						\$2,920.34
Project Management	12		12							\$2,560.92
Estimated Total Labor	26	2	20	4	0	0	0	0	\$0.00	\$5,481.26
Production Copier									\$20.00	\$20.00
Postage and Freight									\$10.00	\$10.00
Estimated Total Expenses										\$30.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
<b>Total</b>		<b>\$602.22</b>	<b>\$4,268.20</b>	<b>\$610.84</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$30.00</b>	<b>\$5,511.26</b>

## Entro

[illegible]

f.Perform general code requirement research	0									\$0.00
g.Assist in preliminary phasing development (with CM/GC)	0									\$0.00
h.Review 30% construction estimate (developed by CM/GC)	2	0	1	1						\$275.71
i.Facilitate TSA and FAA review	0									\$0.00
j.Meetings / coordination with additional stakeholders (airlines, police)	2	2								\$426.82
k.Assist civil engineer in site design	0									\$0.00
l.Facilitate visioning workshops										\$0.00
k.Schematic Design Review Meetings	16	4	4	4	4	4				\$2,448.48
Estimated Total Labor	197	2	28	34	75	58	0	0	\$0.00	\$28,128.84
Production Copier									\$120.00	\$120.00
Postage and Freight									\$50.00	\$50.00
Estimated Total Expenses										\$170.00
Mileage										\$0.00
Flight/s (1 person-trips)									\$1,200.00	\$1,200.00
Hotel / Food									\$225.00	\$225.00
Estimated Total Travel										\$1,425.00
<b>Total</b>		<b>\$602.22</b>	<b>\$5,975.48</b>	<b>\$5,192.14</b>	<b>\$9,225.00</b>	<b>\$7,134.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,595.00</b>	<b>\$29,723.84</b>

Entro

III. Design Development (65%)	Total Hours	Founding Partner	Partner	Senior Designer	Designer	Technician	Title	Title		Total Cost per Item
		\$301.11	\$213.41	\$152.71	\$123.00	\$123.00	\$0.00	\$0.00		
a.Refine architectural design concepts and typical conceptual details	56	2	12	10	24	8				\$8,626.24
b.Provide DD-level engineering system design / coordination; integrate with architecture	80	0	10	10	38	22				\$11,041.20
c.Develop two or three FF&E options	54	0	10	10	4	30				\$7,843.20
d.Finalize aircraft layout; support and coordinate with civil engineers	0									\$0.00
e.Code official meetings, coordination, and drawing review	0									\$0.00
f.Provide DD-level outline specification and construction document summary	0									\$0.00
g.Phasing refinement and preliminary construction schedule development (with CM/GC)	0									\$0.00
h.Provide final recommendations for overall scope and construction packaging	0									\$0.00
i.Review of 65% level construction estimate (developed by CM/GC)	0									\$0.00
j.Facilitate TSA and FAA review including coordination and meetings	0									\$0.00
k.Meetings / coordination with additional stakeholders (airlines, police , airport staff)	2		2							\$426.82
l.Design Development Review Meetings	16		4	4	4	4				\$2,448.48
Estimated Total Labor	208	2	38	34	70	64	0	0	\$0.00	\$30,385.94
Production Copier									\$130.00	\$130.00
Postage and Freight									\$50.00	\$50.00
Estimated Total Expenses										\$180.00
Mileage										\$0.00
Flight/s (2 person-trips)									\$2,400.00	\$2,400.00
Hotel / Food									\$450.00	\$450.00
Estimated Total Travel										\$2,850.00
<b>Total</b>		<b>\$602.22</b>	<b>\$8,109.58</b>	<b>\$5,192.14</b>	<b>\$8,610.00</b>	<b>\$7,872.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,030.00</b>	<b>\$33,415.94</b>

## **RECORD OF NEGOTIATION IDAHO FALLS REGIONAL AIRPORT**

**November 8, 2022**

Following is the Chronology of Project Formulation and a Record of Negotiations for Professional Services for FY 22 AIP Improvements including Terminal Phase 3 Schematic Design (SD) and Design Development (DD).

Prepared by: Rick Cloutier  
Airport Director  
Idaho Falls Regional Airport

From: Information contained in public files and provided by T-O Engineers, Inc.

1. The consulting firm of T-O Engineers (T-O) was selected in March 2019 to provide consulting services to the City for projects at the airport. This selection was completed in accordance with FAA AC 150/5100-14E.
2. In August 2022, T-O Engineers began preparation of a Scope of Work and proposed Work Order for ATCT Siting services. This Scope of Work was submitted for FAA review in September 2022.
3. Aviation Planning Group (APG) was retained in October 2022 to provide an independent fee estimate (IFE) for the Agreement. A copy of the Scope of Work and blank fee spreadsheet were provided to APG for use in developing the IFE.
4. The IFE was received from APG on October 28, 2022 and T-O submitted their proposed fee on October 31, 2022.
5. A comparison of fees was finalized on November 8, 2022. APG's independent estimate totaled \$1,921,335.00 and T-O's fee proposal was \$1,967,344.44. This is a difference of (\$46,009.44) or (2.4%). A detailed analysis of the differences is included in the attached spreadsheet. The following general observations were made:
  - Labor cost for Tasks 1-4 were greater for T-O than APG. T-O's labor cost was \$1,869,374.44. while APG's labor cost was \$1,838,495.00, a difference of \$30,879 or 1.7%. Overall hours for Tasks 1-4 differ by 850 hours or 6.8% (12,549 hours for T-O versus 11,699 for APG).
  - Subconsultant fees for Tasks 1-4 were greater for APG than T-O. T-O's subconsultant fees were \$35,000.00 while APG's subconsultant fees were \$40,000.00 a difference of \$5,000.00 or 13%.
  - Overall reimbursable expenses for Tasks 1-4 were greater for T-O than APG. T-O's reimbursables were \$62,970.00 while APG's reimbursables were \$42,840.00, a difference of \$20,130 or 38%.
6. After negotiation, all differences are deemed to be acceptable. The costs proposed by T-O were determined to be fair, reasonable and justified.

**IDAHO FALLS REGIONAL AIRPORT  
AIP 3-16-0018-0XX  
INDEPENDENT FEE EVALUATION**

**Terminal Phase 3 SD and DD**

**DETAILED COMPARISON**

<b>LABOR COSTS</b>	<b>DESCRIPTION</b>	<b>T-O ENGINEERS</b>	<b>APG</b>	<b>DIFFERENCE</b>
<b>TASK</b>				
1	Contract Administration	\$215,536.96	\$134,968.00	\$80,569
2	Planning and Formulation	\$730,576.72	\$742,230.00	(\$11,653)
3	Preliminary Design	\$860,572.50	\$908,575.00	(\$48,003)
4	Additional Services	\$62,688.26	\$52,722.00	\$9,966
	Subconsultant Services	\$35,000.00	\$40,000.00	(\$5,000)
	Reimbursables	\$62,970.00	\$42,840.00	\$20,130
<b>TOTAL</b>		<b>\$1,967,344.44</b>	<b>\$1,921,335.00</b>	<b>\$46,009.44</b>
			<b>DIFFERENCE</b>	<b>2.3%</b>

<b>LABOR COSTS</b>	<b>T-O ENGINEERS</b>	<b>APG</b>	<b>DIFFERENCE</b>
<b>FIRM</b>			
CIVIL	\$339,353.40	\$314,888.00	\$24,465
ARCHITECTURAL	\$720,385.00	\$684,200.00	\$36,185
STRUCTURAL	\$180,870.00	\$182,762.00	(\$1,892)
MECHANICAL, ELECTRICAL, & PLUMBING	\$350,620.00	\$336,780.00	\$13,840
INFORMATION TECHNOLOGY	\$211,340.00	\$222,215.00	(\$10,875)
CONVEYORS	\$54,260.00	\$64,920.00	(\$10,660)
VERTICAL CIRCULATION	\$41,865.00	\$37,125.00	\$4,740
WAYFINDING & SIGNAGE	\$68,651.04	\$78,445.00	(\$9,794)
<b>TOTAL</b>	<b>\$1,967,344.44</b>	<b>\$1,921,335.00</b>	<b>\$46,009.44</b>
		<b>DIFFERENCE</b>	<b>2.3%</b>

<b>LABOR HOURS</b>	<b>DESCRIPTION</b>	<b>T-O ENGINEERS</b>	<b>APG</b>	<b>DIFFERENCE</b>
<b>TASK</b>				
1	Contract Administration	1,252	744	508
2	Planning and Formulation	4,942	4,761	181
3	Preliminary Design	6,007	5,889	118
4	Additional Services	348	305	43
<b>TOTAL</b>		<b>12,549</b>	<b>11,699</b>	<b>850</b>
			<b>DIFFERENCE</b>	<b>6.8%</b>

<b>LABOR HOURS</b>	<b>T-O ENGINEERS</b>	<b>APG</b>	<b>DIFFERENCE</b>
<b>FIRM</b>			
CIVIL	2,018	1,761	257
ARCHITECTURAL	4,828	4,315	513
STRUCTURAL	1,309	1,219	90
MECHANICAL, ELECTRICAL, & PLUMBING	2,143	2,071	72
INFORMATION TECHNOLOGY	1,272	1,254	18
CONVEYORS	407	432	(25)
VERTICAL CIRCULATION	141	172	(31)
WAYFINDING & SIGNAGE	431	475	(44)
<b>TOTAL</b>	<b>12,549</b>	<b>11,699</b>	<b>850</b>
		<b>DIFFERENCE</b>	<b>6.8%</b>

**Approved Scope of Work**



# **EXHIBIT A – SCOPE OF WORK**

## **WORK ORDER 23-01**

### **IDAHO FALLS REGIONAL AIRPORT (IDA)**

#### **IDAHO FALLS, IDAHO**

#### **TERMINAL RENOVATION AND EXPANSION PHASE 3**

### **INTRODUCTION**

The Idaho Falls Regional Airport (IDA) 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 airport intends to proceed with project tasks related to remodeling and expansion of the existing terminal building. Passenger numbers at IDA in 2019 set a record at approximately 175,000 enplanements. In 2021, the airport far exceeded the previous record with approximately 225,000 enplanements. Through the first six months of 2022, the airport is on track to eclipse 300,000 enplanements. The airport has increased from three airlines in 2020 to six airlines in 2022 with the potential for additional carriers to start service. Several terminal facilities are limiting the addition of new airlines, including ticketing and baggage screening and makeup. Proposed project work includes the following generally described improvements:

1. **Ticketing Lobby**

The existing Ticketing Lobby will be renovated and expanded to provide additional gate counter space as well as additional area for passenger queuing in the ticketing lobby. The existing conveyor system will be upgraded as part of the project.

2. **Baggage Screening and Makeup**

The existing baggage screening and baggage makeup areas will be renovated and expanded as part of the project. The existing baggage screening area will be expanded into what is now bag makeup space. The baggage makeup space will be relocated to the expanded building area to the east of the existing baggage makeup area. The existing conveyor system will be upgraded as part of this work.

3. **Ground Floor Hold Room and Passenger Walkway**

The existing south ground floor hold room (Gate A1) will be expanded into the new building footprint. The expansion of the building will also necessitate the reconfiguration of the existing ground boarding walkway and aircraft parking.

4. **Great Hall**

The existing Great Hall will be expanded and reconfigured as part of the project. This will include the addition of new landside restrooms along with the addition of a 2<sup>nd</sup> level walkway to direct passengers exiting the 2<sup>nd</sup> level directly to baggage claim.

5. **Airline Ticket Offices**

The airline ticket offices will be expanded as part of this project. As this space is not eligible for FAA funding, design of these spaces will be done under a separate work order. This work order includes only general space planning for these areas in the overall project.

6. Mechanical, Electrical, Plumbing and IT Systems

In addition to new systems to serve the renovated and additional space, several electrical, mechanical and IT systems that serve the entire terminal were deemed as either past their useful life or functionally obsolete as part of a recent Concept Budget Report (CBR) and will be replaced as part of this project. This includes the main electrical switch gear, the backup generator, the chiller, the boiler, the PA system, and IT systems throughout the building.

7. Aircraft Parking and Boarding

This project will include reconfiguration of aircraft parking and passenger walkways. T-O Engineers is completing a separate project for preliminary design of expansion of the Terminal Apron under Work Order 22-01. Work Order 22-01 includes rehabilitation and expansion of the concrete apron. General aircraft parking is considered under Work Order 22-01 to define the limits of concrete expansion, however detailed aircraft parking and passenger boarding requirements will be considered as part of this Work Order.

This project is anticipated to be delivered using the Construction Manager – General Contractor (CM-GC) model. The CMGC will have an active role in schematic design, design development, construction phasing, and construction cost estimating. The CMGC will be selected separately and contract separately with the Owner.

Work associated with this project include the schematic design and design development phases with the intent of reaching a Guaranteed Maximum Price (GMP) with the CM-GC firm prior to the preparation of construction documents. T-O Engineers will serve as the Prime Consultant with Allliance Architects (Allliance) serving as the lead architect. T-O Engineers will also lead the civil and landscape architecture design and have subcontracts with Allliance (Lead Architect), Strata (Geotechnical) and Dioptra (Survey). Allliance, as lead architect, will have subcontracts with Swanson Rink (Baggage Screening and Conveyance), MCE (Mechanical, Plumbing, and Electrical Engineering), Faith Group (IT, Security, Common-Use Technologies, Public Address), VDA (Vertical Circulation), Meyer Borgman Johnson (Structural), and Entro (Wayfinding/Signage).

It is anticipated an FAA Airport Improvement Program (AIP) grant will fund 93.75% of eligible project costs (match for small hub and non-hub airports in Idaho is 93.75%). The Idaho Falls Regional Airport will provide all other required funds. The estimated construction budget for the work items is approximately \$40 million.

Design professional services to be provided shall include incidental planning, architectural design, structural design, civil design, grant administration, and the overall coordination of all phases of the project with the Owner and the FAA. Design Services and associated expenses will be provided on a lump sum basis.

Professional services anticipated include services necessary to accomplish the following:

- Contract Administration
- Planning and Formulation
- Schematic Design
- Design Development
- Grant administration
- Closeout
- Coordination of all phases of the Project with the Owner and the FAA.

**CONTRACTS AND BIDDING:**

This project only includes services through design development. Once design development is complete, a separate Work Order will be required to take the project to full construction documents. Construction

Documents, Bidding services and Construction services will be provided under separate work orders, to be negotiated at a later date.

### AVAILABLE INFORMATION:

- IDA Terminal Expansion plans from 1978, 2001, 2012, 2018 and 2020, prepared by various consultants.
- Master Plan and Airport Layout Plan (ALP) drawings prepared by Armstrong Consultants, 2010 and current Master Plan reports and ALP drawings being prepared by T-O Engineers as part of the current Master Plan update.
- Documents and recommendations from Work Order 21-05, IDA Terminal Expansion Concept and Budget Report, prepared by T-O Engineers and Alliance 2022.

### PROJECT SCHEDULE:

The following dates summarize the target completion of significant project tasks.

ACTIVITY	COMPLETION
Submit Draft Scope to Owner and FAA	September 2022
Complete Independent Fee Estimate Review	October 2022
Contract Negotiation Complete	October 2022
Contract Approval	November 2022
Design Kickoff	October 2022
Complete Schematic Design (30%)	March 2023
Complete Design Development (65%)	June 2023
Closeout	August 2022

Dates are subject to change, based on grant timing and the needs of the Owner.

## **SCOPE OF PROFESSIONAL SERVICES**

### **PHASE 1 – PROJECT MANAGEMENT AND CONCEPT DESIGN**

This task provides project administration and coordination throughout the course of this project and will involve communicating project progress and issues with the Owner, coordinating the team's activities, managing the sub-subconsultants' work, coordinating the design with the consulting team and other consultants retained by the Owner, providing oversight and quality control, checking documents, organizing project information, administering Subconsultants' invoices, and managing the project budget.

#### **Project Definition/Scope of Work Development**

- a. Formulate Scope of Work and Project Approach. Define Scope of Work, priorities, schedules, formulate the project approach, and assemble design team. Prepare a Work Order including Scope of Work and Fee Estimate.
- b. 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. Assist owner with preparation of Record of Negotiation.

#### **Project Management**

- c. Prepare, Coordinate and Execute subconsultant contracts. Assume three for T-O for survey, geotechnical and architecture. The lead architect, Alliance, will have six subcontracts for Baggage Screening and Conveyance; Mechanical, Plumbing, and Electrical Engineering; IT, Security, Common-Use Technologies, Public Address; Vertical Circulation; Structural; and Wayfinding/Signage.
- d. Establish Owner & Agency review processes, project schedule, and project work plan.
- e. Set up project electronic file sharing. Set up CAD and REVIT management plan for project.
- f. Conduct Internal / sub-consultant design team meetings, assume 2 per month from October to June for a total of 18 internal meetings.
- g. Set up and monitor project invoicing and accounting. Evaluate budget and cost of work throughout the project.

### **PHASE 2 – SCHEMATIC DESIGN PHASE**

Based on the Owner's preferred concept, Consultant shall perform the schematic design and prepare the related documents. The Schematic Design (SD) determines the preliminary design, scale and relationships among the components of the project. The primary objective is to develop a clearly defined design with a comprehensive scope, as well as define significant materials and building systems.

This phase of the design will include refinement of the conceptual floor plans and development of exterior elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. This phase will consider, among others, interfacing of the various structural, mechanical, electrical, and plumbing systems and components. It will also establish basic relationships and layout of site improvements.

Terminal South & Central (Ticketing, Outbound Baggage Makeup and Screening, ATOs, Non-Public Support Spaces, Great Hall, New Restrooms, Vestibules, Curbside Canopy extensions including north canopy) Schematic Design (30%): Refinement of Planning Study Preferred Option totaling roughly \$30,000,000-45,000,000 in construction cost as identified during the previous Planning Study phase. Identified components will be developed to a Schematic Design level based upon coordination with building and systems engineering (structural, mechanical, electrical, civil, IT, security, communications, baggage conveyance and screening, public address, wayfinding). Services to include:

#### Civil

- a. Determine survey information required to design the project and prepare a scope of survey services. A qualified survey subconsultant will collect the required data for the project as part of this task. After data has been collected, analyze the data, and prepare base drawings and digital terrain models for use in the analysis and design. Base drawings shall include all topographic information plus known underground utilities, structures, etc.
- b. Determine geotechnical information required to design the project and prepare a scope of services. A qualified geotechnical subconsultant will collect the required data for the project. The Engineer shall have one representative onsite during field services. It is assumed the field services will take approximately one day to complete. Review geotechnical data and evaluate the recommendations of the geotechnical engineer for use on the structural components of the terminal expansion.
- c. Prepare a preliminary surface and subsurface drainage design for disposal of storm drainage from the project areas. It is assumed that the proposed improvements will have a minimal effect on storm water flow rates, and that post development flows will be disposed of in the existing storm water system. Prepare a report for inclusion in the Engineer's Design Report.
- d. Evaluate existing utilities at the terminal, coordinate with architects and agencies to determine if additional capacity is required for water, power, gas, communications, and/or sewer. Research existing utility easements and impacts on construction.
- e. Develop curbside and parking lot modifications required as part of the building expansion.
- f. Develop landscaping modifications required as part of the building expansion including modifications to trees, shrubs, and irrigation systems.
- g. Develop preliminary aircraft parking layouts that will accommodate expansion of the building into the terminal apron including reconfiguration of the ground boarding passenger walkways and ramps.
- h. Develop a preliminary Construction Safety and Phasing Plan (CSPP) including narrative. This CSPP shall clearly describe the different construction phases and impacts to normal airport operations during each phase. The preliminary CSPP shall be submitted to FAA for review and comment as early in the project development process as possible. Due to the location of the proposed improvements, it will be important to minimize impacts to the flow of passengers through the terminal. Significant coordination with the airport, users and airlines is anticipated in formulation of the CSPP.

- i. Prepare an exhibit illustrating the project and submit to FAA for Initial Project Airspace Review into OE/AAA website.
- j. Assist CM-GC firm in preparing Schematic Design Cost Estimate. The CM-GC will prepare a cost estimate based on the Schematic Design documents with input from the design team.
- k. Develop project eligibility plan and worksheets. Calculate eligibility of various project areas and review with Owner and FAA.

#### Structural Design

- a. Develop Revit model of existing building structure.
- b. Review the geotechnical report and develop preliminary foundation, slab and structural frame criteria.
- c. Develop preliminary structural systems and materials for multilevel two floor expansion in baggage area with partial basement and multilevel two floor expansion without basement in the front of the terminal building.
- d. Coordinate with architects to review potential changes to building structure and advise on feasibility.
- e. Identify lateral resistance and seismic design requirements and develop conceptual design solutions.

#### Architectural, Mechanical and Electrical, Conveyor Systems, Vertical Circulation, and Wayfinding/Signage.

- a. Develop the Preferred Option layout three dimensionally. Using information from the CBR, develop Revit model of existing and proposed building including architectural, mechanical, electrical, IT, and structural systems.
- b. Develop two to three preliminary approaches to architectural image (form, materiality, image, finishes) in coordination with concurrent Visioning exercises (refer to item IV below)
- c. Determine areas of the existing facilities requiring further analysis/investigation; perform field investigation including 3D scans of areas to be impacted by construction.
- d. Refine preliminary aircraft layout developed during Planning Study in coordination with building design.
- e. Provide basic SD-level engineering systems selection, description, and requirements (structural, mechanical, electrical, communications, security, CCTV, IT, baggage conveyance).
- f. Perform general code requirement research.
- g. Assist in preliminary phasing development (in coordination with CM/GC).



- h. Assist CM-GC firm in preparing Schematic Design Cost Estimate. The CM-GC will prepare a cost estimate based on the Schematic Design documents with input from the design team. Review 30% construction estimate (developed by CM/GC).
- i. Facilitate TSA and FAA review including coordination and meetings (in coordination with T-O).
- j. Meetings and coordination with additional stakeholders for preliminary review and input (airlines, police).
- k. Coordinate Building Design with Civil Site design
- l. Facilitate visioning workshops: Prepare for and facilitate initial workshop which will include airport staff and stakeholders (identified by IDA) to build consensus regarding vision, sense of place message, appropriate architectural image, passenger/customer service levels, sustainability, and aspirational goals.

#### IT Infrastructure

- a. Definition of IT Infrastructure scope as it relates to anticipated construction phasing and areas of needed intervention, in coordination with Ticketing and Baggage design and construction. This includes the demolition of the existing TR, and construction of the MTR within the ticketing area.
- b. Refinement of initial IT/Data/Security recommendations made during Planning Study. This refinement will include final recommendation for which systems will be replaced new, and which will be expanded off of existing.
- c. Preliminary concept development of architectural impacts of IT scope (i.e. added rooms, integration of systems within the overall project design, equipment maintenance and access).
- d. Security zoning diagrams indicating impact to overall security boundary, and potential changes to access control.
- e. Develop Public Address coverage criteria.
- f. SD-Level drawings depicting impacts to TSA network connections and EDS communications.
- g. Facilitate meetings and provide coordination with City of Idaho Falls IT and other stakeholders (airlines, TSA, FAA).
- h. Provide SD-level drawings and coordination with supporting disciplines: architectural/structural, mechanical, electrical, baggage conveyance.
- i. Preliminary phasing development (in coordination with CM/GC and Ticketing and Outbound Baggage scope).
- j. Assist CM-GC firm in preparing Schematic Design Cost Estimate. The CM-GC will prepare a cost estimate based on the Schematic Design documents with input from the design team.

- k. Review of 30% construction estimate (developed by CM/GC); make adjustments to scope/design to reconcile with construction budget as necessary.

#### Schematic Design Review Meetings.

This will include one meeting in Idaho Falls with the Airport Staff to discuss the schematic design drawings, refine the project approach, schedule, phasing and budget, and obtain owner signoff. One (1) additional progress meeting via conference calls to review architecture, MEP building systems, IT systems, structural, and civil concepts will also be conducted during schematic design.

#### Deliverables

At the completion of the schematic design phase, the Consultant will deliver the following documents to the Owner:

- Up to three (3) hard copies of the documents (drawings and specifications) will be provided to the Owner, if requested.
- Documents will be provided digitally in PDF format.

Additional copies requested shall be provided on an actual cost basis.

### **PHASE 3 – DESIGN DEVELOPMENT**

In the Design Development Phase, the building systems and materials established in the Schematic Design phase will be further developed and incorporated into the documents.

The documents shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, and electrical systems, and such other elements as may be appropriate. Cross-discipline coordination will confirm appropriate room sizes, spaces, and interaction. Detailed building code investigation will identify rated construction elements, exiting requirements, building classification and other life-safety requirements.

The deliverables provided at the conclusion of the Design Development Phase will be design development level site plans, architectural floor plans, elevations, sections, preliminary details, and schedules. The plans will be developed to show proposed architectural and engineering systems. Draft technical specifications will be provided.

#### Civil

- a) Design landside civil site grading including sidewalks, employee parking and vehicle turnaround.
- b) Design airside civil site grading including apron and aircraft parking.
- c) Finalize landside and airside storm drainage design.
- d) Finalize site utility plans, including relocation of existing and location of proposed wet and dry utilities.

- e) Finalize landside and airside pavement designs.
- f) Prepare Site Civil Layout, Construction Safety Phasing Plans, Utility Plan, Apron Plan, Grading and Drainage, Aircraft Parking Layout and Marking Plan, Fence and Gate Plan, and Civil Details.
- g) Develop an erosion and sediment control plan. This plan shall apply approved Best Management Practices for the State of Idaho.
- h) Prepare draft civil technical specifications.
- i) Phasing refinement and preliminary construction schedule development (in coordination with CM/GC).
- j) Assist CM-GC firm in preparing Design Development Cost Estimate. The CM-GC will prepare a cost estimate based on the Design Development documents with input from the design team. Review 60% construction estimate (developed by CM/GC).
- k) Update eligibility calculations based on Design Development Cost Estimate. Review eligibility calculations with Owner and FAA.

#### Complete Structural Design Development

- a) Develop structural systems and materials for multilevel two floor expansion in baggage area with partial basement and multilevel two floor expansion without basement in the front of the terminal building.
- b) Review existing structural systems for modifications to decrease the clusters of columns in the existing building.
- c) Coordinate with architects to review potential changes to building structure and advise on feasibility.
- d) Finalize structural schematic design.

#### Architectural, Mechanical and Electrical, Conveyor Systems, Vertical Circulation, and Wayfinding/Signage

- a) Refine architectural design concepts, including three dimensionally, and develop typical conceptual details for IDA review and approval.
- b) Provide DD-level engineering system design and coordination (structural, mechanical, electrical, IT, conveyance).
- c) Develop two or three finish and furniture, fixtures, and equipment (FF&E) alternatives.
- d) Finalize aircraft layout (in coordination with T-O).
- e) Code official meetings, coordination, and drawing review.

- f) Provide DD-level outline specification and construction document summary (sheet list, itemize required drawings and coordination).
- g) Phasing refinement and preliminary construction schedule development (in coordination with CM/GC).
- h) Facilitate TSA and FAA review including coordination and meetings.
- i) Meetings and coordination with additional stakeholders as determined by IDA (airlines, police department, airport staff).
- j) Assist T-O (review, comment) in design development of curbside canopies extensions, incidental landscaping, and parking lot modifications. Primary responsibility for design development of these components is with T-O.
- k) Assist CM-GC firm in preparing Design Development Cost Estimate. The CM-GC will prepare a cost estimate based on the Design Development documents with input from the design team. Review cost estimates with owner.
- l) Provide recommendations for overall scope of project and construction packaging based on CM-GC cost estimate and available funding.
- m) Facilitate visioning workshops: Prepare for and facilitate final visioning workshop which will include airport staff and stakeholders (identified by IDA) to build consensus regarding vision, sense of place message, appropriate architectural image, passenger/customer service levels, sustainability, and aspirational goals. Furthermore, coordinate with the design team to integrate the findings of the Visioning workshops into the development of the proposed architectural character and finishes, including harmonious integration into the existing facility and finishes.

#### IT Infrastructure

- a) Refine IT and architectural concepts relative to IT Infrastructure and overall technology systems.
- b) Facilitate meetings and provide coordination with City of Idaho Falls IT and other stakeholders (airlines, TSA, FAA).
- c) Provide DD-level drawings and coordination with supporting disciplines for all listed technology systems.
- d) Provide final recommendation of overall scope and construction packaging.
- e) Provide DD-level outline specification and construction document summary (create sheet list, itemize required drawings and coordination).
- f) Refine phasing, systems/products selections, and preliminary construction schedule (in coordination with CM/GC).
- g) Review of 60% level construction estimate (developed by CM/GC).

### Design Development Review Meetings.

This will include one meeting in Idaho Falls with the Airport Staff to discuss the schematic design drawings, refine the project approach, schedule, phasing and budget, and obtain owner signoff. One (1) additional progress meetings via conference calls to review architecture, MEP building systems, IT systems, structural, and civil concepts will also be conducted during Design Development.

### Deliverables

At the completion of the design development phase, the Consultant will deliver the following documents to the Owner:

- Up to three (3) hard copies of the documents (drawings and specifications) will be provided to the Owner, if requested.
- Documents will be provided digitally in PDF format.

Additional copies requested shall be provided on an actual cost basis.

## **PHASE 4 - CONSTRUCTION DOCUMENTS**

Not included at this time.

## **PHASE 5 – BID ASSISTANCE PHASE**

Not included at this time.

## **PHASE 6 – CONSTRUCTION**

Not included at this time.

## **PHASE 7 – CLOSEOUT**

## **PHASE 8 - ADDITIONAL SERVICES**

Assist the Owner with Grant Administration tasks. – T-O

- a) 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.
- b) Prepare a Grant Application for submittal to FAA. Update the Grant Application for FAA-AIP funding assistance based on project bid results. Assist Owner in coordination of Grant Application submittal and process. Assist the Owner to prepare and process required certifications for submittal to the FAA.
- c) Assist the Owner with preparation of annual SF 271 and SF 425.
- d) Assist the Owner with quarterly performance reports in accordance with FAA Order 5100.38D.
- e) Provide periodic project budget updates to Owner during prosecution of the work.

- f) Assist the owner with review of Requests for Reimbursement via the Delphi system.
- g) Prepare project closeout documentation, including Final report.
- h) Assist and coordinate with Owner to update to the five-year Capital Improvement Program (CIP).
- i) Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit.
- j) Assist the Owner with Disadvantaged Business Enterprise (DBE) annual reporting for FY 2023.

Solicitation: Assist the airport in CM/GC solicitation process. T-O & Alliance

- a) Assist in RFQ development; provide connections with reputable CM/GC teams for consideration by the airport; review any teams proposed by the airport; compile list of candidates.

Selection: Assist the airport in CM/GC selection process. T-O & Alliance

- a) Develop selection criteria in coordination with the airport; participate in CM/GC submittal review and interviews.
- b) Assist in review of CM-GC contract.

**END OF EXHIBIT A**



**T-O Engineers Fees**

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/2/2022

Full Team by Task

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$215,536.96	\$1,230.00	\$0.00		\$216,766.96
II. Schematic Design (30%)	\$730,576.72	\$4,250.00	\$25,455.00	\$35,000.00	\$795,281.72
III. Design Development (65%)	\$860,572.50	\$4,990.00	\$24,645.00		\$890,207.50
IV. Additional Services	\$62,688.26	\$360.00	\$2,040.00		\$65,088.26
Totals	\$1,869,374.44	\$10,830.00	\$52,140.00	\$35,000.00**	\$1,967,344.44

By Firm

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
Civil	\$298,953.40	\$1,710.00	\$3,690.00	\$35,000.00	\$339,353.40
Architectural	\$694,980.00	\$4,030.00	\$21,375.00		\$720,385.00
Structural	\$176,990.00	\$1,030.00	\$2,850.00		\$180,870.00
Mechanical, Electrical, & Plumbing	\$342,940.00	\$1,980.00	\$5,700.00		\$350,620.00
Information Technology	\$201,620.00	\$1,170.00	\$8,550.00		\$211,340.00
Conveyors	\$51,120.00	\$290.00	\$2,850.00		\$54,260.00
Vertical Circulation	\$38,775.00	\$240.00	\$2,850.00		\$41,865.00
Wayfinding & Signage	\$63,996.04	\$380.00	\$4,275.00		\$68,651.04
Totals	\$1,869,374.44	\$10,830.00	\$52,140.00	\$35,000.00**	\$1,967,344.44

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/2/2022

T-O Engineers

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$52,905.70	\$300.00	\$0.00		\$53,205.70
II. Schematic Design	\$86,672.88	\$500.00	\$1,230.00	\$35,000.00	\$123,402.88
III. Design Development	\$113,066.56	\$650.00	\$1,845.00		\$115,561.56
IV. Additional Services	\$46,308.26	\$260.00	\$615.00		\$47,183.26
Totals	\$298,953.40	\$1,710.00	\$3,690.00	\$35,000.00	\$339,353.40

Whole Project Labor Summary	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Aviation Planner	Admin	Total Cost for Labor
		\$266.06	\$198.84	\$174.75	\$101.94	\$131.06	\$119.41	\$87.38	
Labor	1752	6	466	556	702	224	32	32	\$298,953.40

T-O Engineers

I. Project Definition and Management	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Aviation Planner	Admin		Total Cost
		\$266.06	\$198.84	\$174.75	\$101.94	\$131.06	\$119.41	\$87.38		per Item
Project Definition / Scope of Work Development										
a. Develop Project Approach. Formulate Scope of Work and Prepare Work Order.	52	4	40					8		\$9,716.88
b. Prepare IFE documents and coordinate with airport and IFE firm. Prepare RON,	20		12	8						\$3,784.08
Project Management										
a. Coordinate with Subconsultants including SOW and Agreements for Survey, Geotech and Architectural.	50	2	24	16				8		\$8,799.32
b. Establish Owner & Agency review processes, project schedule, and project work plan.	20		8	12						\$3,687.72
c. Develop electronic file sharing plan along with CAD and REVIT sharing plan.	20		4	12	4					\$3,300.12
d. Conduct Internal team meetings, 2 per month for 9 months for a total of 18 meetings.	90		30	30	30					\$14,265.90
e. Set up project invoicing and accounting. Evaluate budget and cost of work throughout the project.	56		40					16		\$9,351.68
Estimated Total Labor	308	6	158	78	34	0	0	32	\$0.00	\$52,905.70
Production Copier									\$220.00	\$220.00
Postage and Freight									\$80.00	\$80.00
Estimated Total Expenses									\$300.00	\$300.00
Mileage									\$0.00	\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$1,596.36	\$31,416.72	\$13,630.50	\$3,465.96	\$0.00	\$0.00	\$2,796.16	\$600.00	\$53,205.70

T-O Engineers

II. <u>Schematic Design</u>	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Aviation Planner	Admin		Total Cost per Item
		\$266.06	\$198.84	\$174.75	\$101.94	\$131.06	\$119.41	\$87.38		
a.Determine Survey required. Coordinate Survey. Update base maps.	18		2	8	8					\$2,611.20
b.Determine Geotech required. Coordinate Geotech. Review report.	16		4	12						\$2,892.36
c.Develop preliminary drainage design. Prepare report.	40		4	12	24					\$5,338.92
d.Evaluate existing utilities and develop preliminary utility relocation plan.	40		4	12	24					\$5,338.92
e.Develop curbside and parking lot modifications required. Prepare preliminary drawings.	116		12	24	80					\$14,735.28
f.Develop landscaping modificatications required. Prepare preliminary drawings.	68		4	24	40					\$9,066.96
g.Develop aircraft parking layouts for building expansion. Develop walkway reconfiguration and extension.	84		4	16	40		24			\$10,534.80
h.Develop preliminary CSPP.	76		8	12	16	40				\$10,561.16
i.Prepare and submit 7460 for building expansion.	14		2	4	8					\$1,912.20
j.Assist CM/GC in Schematic Design Cost Estimate.	60		4	8	16	32				\$8,018.32
k.Develop project eligibility plan and worksheets. Review eligibility with Owner and FAA.	48		16	24	8					\$8,190.96
i.Schematic Design Review Meetings	40		20	20						\$7,471.80
Estimated Total Labor	620	0	84	176	264	72	24	0	\$0.00	\$86,672.88
Production Copier									\$360.00	\$360.00
Postage and Freight									\$140.00	\$140.00
Estimated Total Expenses									\$500.00	\$500.00
Mileage									\$780.00	\$780.00
Trip/s (2 person-trips)									\$0.00	\$0.00
Hotel / Food									\$450.00	\$450.00
Estimated Total Travel										\$1,230.00
Survey									\$10,000.00	\$10,000.00
Geotech									\$25,000.00	\$25,000.00
Estimated Total Special Services										\$35,000.00
<b>Total</b>		<b>\$0.00</b>	<b>\$16,702.56</b>	<b>\$30,756.00</b>	<b>\$26,912.16</b>	<b>\$9,436.32</b>	<b>\$2,865.84</b>	<b>\$0.00</b>	<b>\$2,230.00</b>	<b>\$123,402.88</b>

T-O Engineers

III. <u>Design Development</u>	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Aviation Planner	Admin		Total Cost per Item
		\$266.06	\$198.84	\$174.75	\$101.94	\$131.06	\$119.41	\$87.38		
a.Design landside civil site grading.	40		4	12	24					\$5,338.92
b.Design airside civil site grading including apron & aircraft parking.	92		8	24	60					\$11,901.12
c.Finalize landside and airside storm drainage design.	60		4	16	40					\$7,668.96
d.Finalize site utility plans including existing and proposed wet and dry utilities.	60		4	16	40					\$7,668.96
e.Finalize landside and airside pavement designs.	26		2	8	16					\$3,426.72
f. Prepare DD drawings.	172		12	40	120					\$21,608.88
g. Develop erosion and sediment control plans.	34		2	8	24					\$4,242.24
h. Prepare draft technical specifications.	112		8	24		80				\$16,269.52
i. Update phasing with CM/GC and develop construction schedule.	88		8	16	24	40				\$12,075.68
j.Assist CM/GC in Design Development Cost Estimate.	60		4	8	16	32				\$8,018.32
k.Update project eligibility plan and worksheets. Review eligibility with Owner and FAA.	40		16	24						\$7,375.44
h. Design Development Review Meetings	40		20	20						\$7,471.80
Estimated Total Labor	824	0	92	216	364	152	0	0	\$0.00	\$113,066.56
Production Copier									\$470.00	\$470.00
Postage and Freight									\$180.00	\$180.00
Estimated Total Expenses									\$650.00	\$650.00
Mileage									\$1,170.00	\$1,170.00

Trip/s (3 person-trips)									\$0.00	\$0.00
Hotel / Food									\$675.00	\$675.00
Estimated Total Travel										\$1,845.00
<b>Total</b>		<b>\$0.00</b>	<b>\$18,293.28</b>	<b>\$37,746.00</b>	<b>\$37,106.16</b>	<b>\$19,921.12</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,145.00</b>	<b>\$115,561.56</b>

T-O Engineers

IV. Additional Services	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Aviation Planner	Admin		Total Cost per Item
		\$266.06	\$198.84	\$174.75	\$101.94	\$131.06	\$119.41	\$87.38		
Grant Administration										
a. FAA Pre Design Conference			2	2						\$747.18
b. Prepare Grant Application			2	8	16					\$3,426.72
c. Prepare Annual SF 271 and 425			2	8						\$1,795.68
d. Prepare Quarterly Reports			2	8						\$1,795.68
e. Provide Budget Updates to Owner			12							\$2,386.08
f. Assist the Owner in prepareing Requests for Reimbursements			4	8						\$2,193.36
g. Prepare closeout documentation including Final Closeout Report			4	8	24					\$4,639.92
h. Assist Owner in updating Capital Improvement Program			8	12						\$3,687.72
i. Assist with annual audit.			4	4						\$1,494.36
j. Collect and report on annual DBE participation			4				8			\$1,750.64
Assist the airport in CM/GC solicitation process			40							\$7,953.60
Assist the airport in CM/GC selection process										
a. Develop selection criteria in coordination with airport, participate in CM-GC review and selection			24	16						\$7,568.16
b. Assist in development and review of CM-GC scope of work, fee, and contract			24	12						\$6,869.16
Estimated Total Labor	0	0	132	86	40	0	8	0	0	\$46,308.26
Production Copier									\$190.00	\$190.00
Postage and Freight									\$70.00	\$70.00
Estimated Total Expenses									\$260.00	\$260.00
Mileage									\$390.00	\$390.00
Trip/s (1 person-trips)									\$0.00	\$0.00
Hotel / Food									\$225.00	\$225.00
Estimated Total Travel										\$615.00
<b>Total</b>		<b>\$0.00</b>	<b>\$26,246.88</b>	<b>\$15,028.50</b>	<b>\$4,077.60</b>	<b>\$0.00</b>	<b>\$955.28</b>	<b>\$0.00</b>	<b>\$1,135.00</b>	<b>\$47,183.26</b>

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/2/2022

Meyers Borgman Johnson

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$9,080.00	\$50.00	\$0.00		\$9,130.00
II. Schematic Design (30%)	\$67,860.00	\$400.00	\$1,425.00		\$69,685.00
III. Design Development (65%)	\$100,050.00	\$580.00	\$1,425.00		\$102,055.00
IV. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$176,990.00	\$1,030.00	\$2,850.00	\$0.00	\$180,870.00

Whole Project Labor Summary	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Admin	Title	Total Cost
		\$220.00	\$180.00	\$125.00	\$100.00			\$0.00	for Labor
Labor	1309	9	382	578	340	0	0	0	\$176,990.00

Meyers Borgman Johnson

I. Project Definition and Management	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Admin	Title		Total Cost
		\$220.00	\$180.00	\$125.00	\$100.00	\$0.00	\$0.00	\$0.00		per Item
Project Definition / Scope of Work Development	10	2	8							\$1,880.00
Project Management	40		40							\$7,200.00
Estimated Total Labor	50	2	48	0	0	0	0	0	\$0.00	\$9,080.00
Production Copier									\$40.00	\$40.00
Postage and Freight									\$10.00	\$10.00
Estimated Total Expenses										\$50.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$440.00	\$8,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$9,130.00

Meyers Borgman Johnson

II. Schematic Design (30%)	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Admin	Title		Total Cost
		\$220.00	\$180.00	\$125.00	\$100.00	\$0.00	\$0.00	\$0.00		per Item
a.Develop revit structural model of existing building	50		24	16	10					\$7,320.00
b.Develop geotech SOW, review geotech report, develop preliminary foundation designs	48		12	24	12					\$6,360.00
c.Development preliminary structural systems for multilevel expansions with and withouth basement	298	2	80	150	66					\$40,190.00
d.Coordinate with architects on modifications to existing structural systems	36		12	14	10					\$4,910.00
e.Identify lateral resistance and seismic design required and develop structural design	40	2	8	24	6					\$5,480.00





Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/2/2022

Alliance					
Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$90,120.00	\$520.00	\$0.00		\$90,640.00
II. Schematic Design (30%)	\$302,140.00	\$1,750.00	\$11,400.00		\$315,290.00
III. Design Development (65%)	\$286,340.00	\$1,660.00	\$8,550.00		\$296,550.00
IV. Additional Services	\$16,380.00	\$100.00	\$1,425.00		\$17,905.00
Totals	\$694,980.00	\$4,030.00	\$21,375.00	\$0.00	\$720,385.00

Whole Project Labor Summary	Total	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Project Architect	Arch. & Int. Support/ Technical	Aviation Planner	Title	Total Cost
	Hours	\$250.00	\$150.00	\$180.00	\$120.00	\$100.00	\$180.00	\$0.00	for Labor
Labor	4784	282	1294	876	664	1452	216	0	\$686,040.00

Alliance										
I. Project Definition and Management	Total	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Project Architect	Arch. & Int. Support/ Technical	Aviation Planner	Title		Total Cost
	Hours	\$250.00	\$150.00	\$180.00	\$120.00	\$100.00	\$180.00	\$0.00		per Item
Project Definition / Scope of Work Development	32	12	16	2			2			\$6,120.00
Project Management	528	48	480							\$84,000.00
Estimated Total Labor	560	60	496	2	0	0	2	0	\$0.00	\$90,120.00
Production Copier									\$380.00	\$380.00
Postage and Freight									\$140.00	\$140.00
Estimated Total Expenses										\$520.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$15,000.00	\$74,400.00	\$360.00	\$0.00	\$0.00	\$360.00	\$0.00	\$520.00	\$90,640.00

Alliance										
II. Schematic Design (30%)	Total	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Project Architect	Arch. & Int. Support/ Technical	Aviation Planner	Title		Total Cost
	Hours	\$250.00	\$150.00	\$180.00	\$120.00	\$100.00	\$180.00	\$0.00		per Item
a.Develop the Preferred Option layout three dimensionally	716	32	180	200	60	220	24			\$104,520.00
b.Develop two to three preliminary approaches to architectural image	368	24	72	84	24	160	4			\$51,520.00
c.Assess / investigate existing conditions in areas of project	98		24	14	14	42	4			\$12,720.00
d.Refine preliminary aircraft layout; support and coordinate with civil engineers	50		4	4	4	14	24			\$7,520.00

e.Provide basic SD-level engineering systems; support and coordinate with building engineers	134		28	28	28	42	8			\$18,240.00
f.Perform general code requirement research	134	2	24	24	42	42				\$17,660.00
g.Assist in preliminary phasing development (with CM/GC)	78	8	14	14	10	24	8			\$11,660.00
h.Assist CM/GC in Schematic Design Cost Estimate.	44	2	8	8	8	14	4			\$6,220.00
i.Facilitate TSA and FAA review	52	4	16	10	4	8	10			\$8,280.00
j.Meetings / coordination with additional stakeholders (airlines, police)	74	4	14	14	14	18	10			\$10,900.00
k.Assist civil engineer in site design	62	4	8	14	10	18	8			\$9,160.00
l.Facilitate visioning workshops	170	10	20	60	20	60				\$24,700.00
m.Schematic Design Review Meetings	112	24	24	24	24	8	8			\$19,040.00
Estimated Total Labor	2092	114	436	498	262	670	112	0	\$0.00	\$302,140.00
Production Copier									\$1,270.00	\$1,270.00
Postage and Freight									\$480.00	\$480.00
Estimated Total Expenses										\$1,750.00
Mileage										\$0.00
Flight/s (8 person-trips)									\$9,600.00	\$9,600.00
Hotel / Food									\$1,800.00	\$1,800.00
Estimated Total Travel										\$11,400.00
Total		\$28,500.00	\$65,400.00	\$89,640.00	\$31,440.00	\$67,000.00	\$20,160.00	\$0.00	\$13,150.00	\$315,290.00

Alliance

III. Design Development (65%)	Total Hours	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Project Architect	Arch. & Int. Support/ Technical	Aviation Planner	Title		Total Cost per Item
		\$250.00	\$150.00	\$180.00	\$120.00	\$100.00	\$180.00	\$0.00		
a.Refine architectural design concepts and typical conceptual details	516	14	84	84	84	240	10			\$67,100.00
b.Provide DD-level engineering system design / coordination; integrate with architecture	212	4	36	32	24	106	10			\$27,440.00
c.Develop two or three FF&E options	104	4	16	24	4	56				\$13,800.00
d.Finalize aircraft layout; support and coordinate with civil engineers	20		4		4	4	8			\$2,920.00
e.Code official meetings, coordination, and drawing review	160	4	32	24	64	32	4			\$21,720.00
f.Provide DD-level outline specification and construction document summary	376	4	64	64	70	160	14			\$49,040.00
g.Phasing refinement and preliminary construction schedule development (with CM/GC)	126	4	14	24	40	40	4			\$16,940.00
h.Facilitate TSA and FAA review including coordination and meetings	70	4	16	4	8	24	14			\$10,000.00
i.Meetings / coordination with additional stakeholders (airlines, police , airport staff)	76	4	14	8	18	18	14			\$11,020.00
j.Assist civil engineer in design development of curbside canopies, landscaping, and site modifications	52	4	8	4	14	14	8			\$7,440.00
k.Assist CM/GC in Design Development Cost Estimate.	20	2	4	2	4	4	4			\$3,060.00
l.Provide final recommendations for overall scope and construction packaging	80	10	14	14	24	14	4			\$12,120.00
m.Facilitate visioning workshops	170	10	20	60	20	60				\$24,700.00
n.Design Development Design Review Meetings	112	24	24	24	24	8	8			\$19,040.00
Estimated Total Labor	2094	92	350	368	402	780	102	0	\$0.00	\$286,340.00
Production Copier									\$1,200.00	\$1,200.00
Postage and Freight									\$460.00	\$460.00
Estimated Total Expenses										\$1,660.00
Mileage										\$0.00
Flight/s (6 person-trips)									\$7,200.00	\$7,200.00
Hotel / Food									\$1,350.00	\$1,350.00
Estimated Total Travel										\$8,550.00
Total		\$23,000.00	\$52,500.00	\$66,240.00	\$48,240.00	\$78,000.00	\$18,360.00	\$0.00	\$10,210.00	\$296,550.00

Alliance

IV. Additional Services	Total	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Project Architect	Arch. & Int. Support/ Technical	Aviation Planner	Title		Total Cost
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	Hours	\$250.00	\$150.00	\$180.00	\$120.00	\$100.00	\$180.00	\$0.00		per Item
A. Assist the airport in CM/GC solicitation process	44	22	12	8		2				\$8,940.00
B. Assist the airport in CM/GC selection process	38	16	12	8		2				\$7,440.00
Estimated Total Labor	38	16	12	8	0	2	0	0	\$0.00	\$16,380.00
Production Copier									\$70.00	\$70.00
Postage and Freight									\$30.00	\$30.00
Estimated Total Expenses										\$100.00
Mileage										\$0.00
Flight/s (1 person-trips)									\$1,200.00	\$1,200.00
Hotel / Food									\$225.00	\$225.00
Estimated Total Travel										\$1,425.00
Total		\$4,000.00	\$1,800.00	\$1,440.00	\$0.00	\$200.00	\$0.00	\$0.00	\$1,525.00	\$17,905.00

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/2/2022

Michaud Cooley Erickson

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$39,280.00	\$220.00	\$0.00		\$39,500.00
II. Schematic Design (30%)	\$117,520.00	\$680.00	\$2,850.00		\$121,050.00
III. Design Development (65%)	\$186,140.00	\$1,080.00	\$2,850.00		\$190,070.00
IV. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$342,940.00	\$1,980.00	\$5,700.00	\$0.00	\$350,620.00

Whole Project Labor Summary	Total Hours	Principal	PM	Lead	Staff	Fire Protect	Lighting	Title	Total Cost for Labor
		\$250.00	\$220.00	\$175.00	\$130.00	\$150.00	\$160.00	\$0.00	
Labor	2143	20	242	740	856	168	117	0	\$342,940.00

Michaud Cooley Erickson

I. Project Definition and Management	Total	Principal	PM	Lead	Staff	Fire Protect	Lighting	Title		Total Cost
	Hours	\$250.00	\$220.00	\$175.00	\$130.00	\$150.00	\$160.00	\$0.00		per Item
Project Definition / Scope of Work Development	152	8	40	80		16	8			\$28,480.00
Project Management	48	8	40							\$10,800.00
Estimated Total Labor	200	16	80	80	0	16	8	0	\$0.00	\$39,280.00
Production Copier									\$160.00	\$160.00
Postage and Freight									\$60.00	\$60.00
Estimated Total Expenses										\$220.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$4,000.00	\$17,600.00	\$14,000.00	\$0.00	\$2,400.00	\$1,280.00	\$0.00	\$220.00	\$39,500.00

Michaud Cooley Erickson

II. Schematic Design (30%)	Total Hours	Principal	PM	Lead	Staff	Fire Protect	Lighting	Title		Total Cost per Item
		\$250.00	\$220.00	\$175.00	\$130.00	\$150.00	\$160.00	\$0.00		
a.Develop the Preferred Option layout three dimensionally	0									\$0.00
b.Develop two to three preliminary approaches to architectural image	0									\$0.00
c.Assess / investigate existing conditions in areas of project	0									\$0.00
d.Refine preliminary aircraft layout; support and coordinate with civil engineers	0									\$0.00
e.Provide basic SD-level engineering systems; support and coordinate with building engineers	524		40	160	280	24	20			\$80,000.00
f.Perform general code requirement research	16			8		8				\$2,600.00

g.Assist in preliminary phasing development (with CM/GC)	52		12	40						\$9,640.00
h.Assist CM/GC in Schematic Design Cost Estimate.	12		4	8						\$2,280.00
i.Facilitate TSA and FAA review	0									\$0.00
j.Meetings / coordination with additional stakeholders (airlines, police)	92		12	64		8	8			\$16,320.00
l.Facilitate visioning workshops										
m.Schematic Design Review Meetings	40		8	8	8	8	8			\$6,680.00
Estimated Total Labor	736	0	76	288	288	48	36	0	\$0.00	\$117,520.00
Production Copier									\$490.00	\$490.00
Postage and Freight									\$190.00	\$190.00
Estimated Total Expenses										\$680.00
Mileage										\$0.00
Flight/s (2 person-trips)									\$2,400.00	\$2,400.00
Hotel / Food									\$450.00	\$450.00
Estimated Total Travel										\$2,850.00
<b>Total</b>		<b>\$0.00</b>	<b>\$16,720.00</b>	<b>\$50,400.00</b>	<b>\$37,440.00</b>	<b>\$7,200.00</b>	<b>\$5,760.00</b>	<b>\$0.00</b>	<b>\$3,530.00</b>	<b>\$121,050.00</b>

Michaud Cooley Erickson

III. Design Development (65%)	Total Hours	Principal	PM	Lead	Staff	Fire Protect	Lighting	Title		Total Cost per Item
		\$250.00	\$220.00	\$175.00	\$130.00	\$150.00	\$160.00	\$0.00		
a.Refine architectural design concepts and typical conceptual details	0									\$0.00
b.Provide DD-level engineering system design / coordination; integrate with architecture	824	4	40	200	480	60	40			\$122,600.00
c.Develop two or three FF&E options	108			20	80		8			\$15,180.00
d.Finalize aircraft layout; support and coordinate with civil engineers	0									\$0.00
e.Code official meetings, coordination, and drawing review	20		4	8		8				\$3,480.00
f.Provide DD-level outline specification and construction document summary	68		4	40		16	8			\$11,560.00
g.Phasing refinement and preliminary construction schedule development (with CM/GC)	16			16						\$2,800.00
h.Facilitate TSA and FAA review including coordination and meetings	0									
i.Meetings / coordination with additional stakeholders (airlines, police , airport staff)	104		24	64		8	8			\$18,960.00
j.Assist civil engineer in design development of curbside canopies, landscaping, and site modifications	0									
k.Assist CM/GC in Design Development Cost Estimate.	17		4	8		4	1			\$3,040.00
l.Provide final recommendations for overall scope and construction packaging	10		2	8						\$1,840.00
m.Facilitate visioning workshops	0									
n.Design Development Review Meetings	40		8	8	8	8	8			\$6,680.00
Estimated Total Labor	1207	4	86	372	568	104	73	0	\$0.00	\$186,140.00
Production Copier									\$780.00	\$780.00
Postage and Freight									\$300.00	\$300.00
Estimated Total Expenses										\$1,080.00
Mileage										\$0.00
Flight/s (2 person-trips)									\$2,400.00	\$2,400.00
Hotel / Food									\$450.00	\$450.00
Estimated Total Travel										\$2,850.00
<b>Total</b>		<b>\$1,000.00</b>	<b>\$18,920.00</b>	<b>\$65,100.00</b>	<b>\$73,840.00</b>	<b>\$15,600.00</b>	<b>\$11,680.00</b>	<b>\$0.00</b>	<b>\$3,930.00</b>	<b>\$190,070.00</b>



Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/2/2022

Faith Group

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$15,520.00	\$90.00	\$0.00		\$15,610.00
II. Schematic Design (30%)	\$86,060.00	\$500.00	\$4,275.00		\$90,835.00
III. Design Development (65%)	\$100,040.00	\$580.00	\$4,275.00		\$104,895.00
IV. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$201,620.00	\$1,170.00	\$8,550.00	\$0.00	\$211,340.00

Whole Project Labor Summary	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Sr. Systems Designer	Systems Designer	Designer	Project Support	Total Cost for Labor
		\$235.00	\$205.00	\$200.00	\$170.00	\$135.00	\$100.00	\$80.00	
Labor	1272	36	326	134	166	322	240	48	\$201,620.00

Faith Group

I. Project Definition and Management	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Sr. Systems Designer	Systems Designer	Designer	Project Support		Total Cost
		\$235.00	\$205.00	\$200.00	\$170.00	\$135.00	\$100.00	\$80.00		per Item
Project Definition / Scope of Work Development	4	4								\$940.00
Project Management	84	12	48					24		\$14,580.00
Estimated Total Labor	88	16	48	0	0	0	0	24	\$0.00	\$15,520.00
Production Copier									\$70.00	\$70.00
Postage and Freight									\$20.00	\$20.00
Estimated Total Expenses										\$90.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$3,760.00	\$9,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,920.00	\$90.00	\$15,610.00

Faith Group

II. Schematic Design (30%)	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Sr. Systems Designer	Systems Designer	Designer	Project Support		Total Cost per Item
		\$235.00	\$205.00	\$200.00	\$170.00	\$135.00	\$100.00	\$80.00		
a.Definition of IT Infrastructure scope relative to demolition, phasing, and project areas	24		8		8	8				\$4,080.00
b.Refinement of initial IT/Data/Security recommendations made during Planning Study	48	4	16	8	12	8				\$8,940.00
c.Preliminary concept development of architectural impacts of IT scope	8		8							\$1,640.00
d. Security zoning diagrams, impacts to access control	32				8		24			\$3,760.00
e. Develop public address coverage criteria	32			32						\$6,400.00

f.Provide SD-level diagrams depicting impacts to TSA network/EDS	24		16			8				\$4,360.00
g.Facilitate meetings and provide coordination with City of Idaho Falls IT, other stakeholders	88	4	32	16	32	4				\$16,680.00
h.Provide SD-level drawings and coordination with supporting disciplines	208		24		24	80	80			\$27,800.00
i.Assist in preliminary phasing development (with CM/GC and Terminal South work)	20		16		4					\$3,960.00
j.Assist CM/GC in Schematic Design Cost Estimate.	12		2	2	2	6				\$1,960.00
k.Schematic Design Review Meetings	40		8	8	8	8	8			\$6,480.00
Estimated Total Labor	536	8	130	66	98	122	112	0	\$0.00	\$86,060.00
Production Copier									\$360.00	\$360.00
Postage and Freight									\$140.00	\$140.00
Estimated Total Expenses										\$500.00
Mileage										\$0.00
Flight/s (3 person-trips)									\$3,600.00	\$3,600.00
Hotel / Food									\$675.00	\$675.00
Estimated Total Travel										\$4,275.00
<b>Total</b>		<b>\$1,880.00</b>	<b>\$26,650.00</b>	<b>\$13,200.00</b>	<b>\$16,660.00</b>	<b>\$16,470.00</b>	<b>\$11,200.00</b>	<b>\$0.00</b>	<b>\$4,775.00</b>	<b>\$90,835.00</b>

Faith Group

III. Design Development (65%)	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Sr. Systems Designer	Systems Designer	Designer	Project Support		Total Cost per Item
		\$235.00	\$205.00	\$200.00	\$170.00	\$135.00	\$100.00	\$80.00		
a.Refine IT and architectural concepts relative to IT Infrastructure	40		8	8	8	16				\$6,760.00
b.Facilitate meetings / coordination with City of Idaho Falls IT, other stakeholders	28	4	24							\$5,860.00
c.Provide DD-level drawings and coordination with supporting disciplines	348	4	48	32	24	120	120			\$49,460.00
d.Provide final recommendation on overall scope and construction packaging	24		24							\$4,920.00
e.Provide DD-level outline specification and construction document summary	112		24	16	24	24		24		\$17,360.00
f.Refine phasing, systems selections, and preliminary construction schedule (with CM/GC)	36	4	8			24				\$5,820.00
g.Assist CM/GC in Design Development Cost Estimate.	20		4	4	4	8				\$3,380.00
h.Design Development Review Meetings	40		8	8	8	8	8			\$6,480.00
Estimated Total Labor	648	12	148	68	68	200	128	24	\$0.00	\$100,040.00
Production Copier									\$420.00	\$420.00
Postage and Freight									\$160.00	\$160.00
Estimated Total Expenses										\$580.00
Mileage										\$0.00
Flight/s (3 person-trips)									\$3,600.00	\$3,600.00
Hotel / Food									\$675.00	\$675.00
Estimated Total Travel										\$4,275.00
<b>Total</b>		<b>\$2,820.00</b>	<b>\$30,340.00</b>	<b>\$13,600.00</b>	<b>\$11,560.00</b>	<b>\$27,000.00</b>	<b>\$12,800.00</b>	<b>\$1,920.00</b>	<b>\$4,855.00</b>	<b>\$104,895.00</b>

## Workplan and Fee Estimate

**IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design**

**11/2/2022**

## Swanson Rink

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$3,150.00	\$20.00	\$0.00		\$3,170.00
II. Schematic Design (30%)	\$26,520.00	\$150.00	\$1,425.00		\$28,095.00
III. Design Development (65%)	\$21,450.00	\$120.00	\$1,425.00		\$22,995.00
IV. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$51,120.00	\$290.00	\$2,850.00	\$0.00	\$54,260.00

Whole Project Labor Summary	Total Hours	Senior VP	Director	Sr. Engineer	Project Engineer	Engineer II	CAD	PM	PA	Total Cost for Labor
		\$200.00	\$180.00	\$160.00	\$140.00	\$120.00	\$100.00	\$130.00	\$95.00	
Labor	407	5	4	22	78	157	48		22	\$41,890.00

## Swanson Rink

I. Project Definition and Management	Total	Senior VP	Director	Sr. Engineer	Project Engineer	Engineer II	CAD	PM	PA		Total Cost
	Hours	\$200.00	\$180.00	\$160.00	\$140.00	\$120.00	\$100.00	\$130.00	\$95.00		per Item
Project Definition / Scope of Work Development	0										\$0.00
Project Management	20	5	4					11			\$3,150.00
Estimated Total Labor	20	5	4	0	0	0	0	11	0	\$0.00	\$3,150.00
Production Copier										\$10.00	\$10.00
Postage and Freight										\$10.00	\$10.00
Estimated Total Expenses											\$20.00
Mileage											\$0.00
Flight/s (0 person-trips)										\$0.00	\$0.00
Hotel / Food										\$0.00	\$0.00
Estimated Total Travel											\$0.00
<b>Total</b>		<b>\$1,000.00</b>	<b>\$720.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,430.00</b>	<b>\$0.00</b>	<b>\$20.00</b>	<b>\$3,170.00</b>

## Swanson Rink

[illegible]

j.Meetings / coordination with additional stakeholders (airlines, police)	0										\$0.00
k.Assist civil engineer in site design	0										\$0.00
l.Facilitate visioning workshops	0										\$0.00
k.Schematic Design Review Meetings	24			4	4	4	4	4	4		\$2,980.00
Estimated Total Labor	212	0	0	11	49	87	19	34	12	\$0.00	\$26,520.00
Production Copier										\$110.00	\$110.00
Postage and Freight										\$40.00	\$40.00
Estimated Total Expenses											\$150.00
Mileage											\$0.00
Flight/s (1 person-trips)										\$1,200.00	\$1,200.00
Hotel / Food										\$225.00	\$225.00
Estimated Total Travel											\$1,425.00
<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,760.00</b>	<b>\$6,860.00</b>	<b>\$10,440.00</b>	<b>\$1,900.00</b>	<b>\$4,420.00</b>	<b>\$1,140.00</b>	<b>\$1,575.00</b>	<b>\$28,095.00</b>

Swanson Rink

III. Design Development (65%)	Total Hours	Senior VP	Director	Sr. Engineer	Project Engineer	Engineer II	CAD	PM	PA		Total Cost per Item
		\$200.00	\$180.00	\$160.00	\$140.00	\$120.00	\$100.00	\$130.00	\$95.00		
a.Refine architectural design concepts and typical conceptual details	0										\$0.00
b.Provide DD-level engineering system design / coordination; integrate with architecture	124			5	23	50	20	20	6		\$15,190.00
c.Develop two or three FF&E options	0										\$0.00
d.Finalize aircraft layout; support and coordinate with civil engineers	0										\$0.00
e.Code official meetings, coordination, and drawing review	0										\$0.00
f.Provide DD-level outline specification and construction document summary	27			2	2	16	5	2	0		\$3,280.00
g.Phasing refinement and preliminary construction schedule development (with CM/GC)	0										\$0.00
h.Provide final recommendations for overall scope and construction packaging	0										\$0.00
i.Meetings / coordination with additional stakeholders (airlines, police , airport staff)	0										\$0.00
j.Assist civil engineer in design development of curbside canopies, landscaping, and site modifications	0										\$0.00
k.Assist CM/GC in Design Development Cost Estimate.	0										\$0.00
l.Provide final recommendations for overall scope and construction packaging	0										\$0.00
m.Facilitate visioning workshops	0										\$0.00
n.Design Development Review Meetings	24			4	4	4	4	4	4		\$2,980.00
Estimated Total Labor	175	0	0	11	29	70	29	26	10	\$0.00	\$21,450.00
Production Copier										\$90.00	\$90.00
Postage and Freight										\$30.00	\$30.00
Estimated Total Expenses											\$120.00
Mileage											\$0.00
Flight/s (1 person-trips)										\$1,200.00	\$1,200.00
Hotel / Food										\$225.00	\$225.00
Estimated Total Travel											\$1,425.00
<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,760.00</b>	<b>\$4,060.00</b>	<b>\$8,400.00</b>	<b>\$2,900.00</b>	<b>\$3,380.00</b>	<b>\$950.00</b>	<b>\$1,545.00</b>	<b>\$22,995.00</b>

## Workplan and Fee Estimate

**IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design**

11/2/2022

**VDA**

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$0.00	\$0.00	\$0.00		\$0.00
II. Schematic Design (30%)	\$15,675.00	\$100.00	\$1,425.00		\$17,200.00
III. Design Development (65%)	\$23,100.00	\$140.00	\$1,425.00		\$24,665.00
IV. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$38,775.00	\$240.00	\$2,850.00	\$0.00	\$41,865.00

Whole Project Labor Summary	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Project Architect	Title	Title	Title	Total Cost for Labor
		\$275.00							
Labor	141	141	0	0	0	0	0	0	\$38,775.00

VDA

[illegible]

VDA

<b>II. Schematic Design (30%)</b>	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Project Architect	Title	Title	Title		Total Cost per Item
		\$275.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
a.Develop the Preferred Option layout three dimensionally	0									\$0.00
b.Develop two to three preliminary approaches to architectural image	0									\$0.00
c.Assess / investigate existing conditions in areas of project	23	<b>23</b>								\$6,325.00
d.Refine preliminary aircraft layout; support and coordinate with civil engineers	0									\$0.00
e.Provide basic SD-level engineering systems; support and coordinate with building engineers	21	<b>21</b>								\$5,775.00

f.Perform general code requirement research	3	3								\$825.00
g.Assist in preliminary phasing development (with CM/GC)	0									\$0.00
h.Review 30% construction estimate (developed by CM/GC)	2	2								\$550.00
i.Facilitate TSA and FAA review	0									\$0.00
j.Meetings / coordination with additional stakeholders (airlines, police)	4	4								\$1,100.00
k.Assist civil engineer in site design	0									\$0.00
l.Facilitate visioning workshops	0									\$0.00
m.Schematic Design Review Meetings	4	4								\$1,100.00
Estimated Total Labor	57	57	0	0	0	0	0	0	\$0.00	\$15,675.00
Production Copier									\$70.00	\$70.00
Postage and Freight									\$30.00	\$30.00
Estimated Total Expenses										\$100.00
Mileage										\$0.00
Flight/s (1 person-trips)									\$1,200.00	\$1,200.00
Hotel / Food									\$225.00	\$225.00
Estimated Total Travel										\$1,425.00
<b>Total</b>		<b>\$15,675.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,525.00</b>	<b>\$17,200.00</b>

VDA

III. Design Development (65%)	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Project Architect	Title	Title	Title		Total Cost per Item
		\$275.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
a.Refine architectural design concepts and typical conceptual details	20	20								\$5,500.00
b.Provide DD-level engineering system design / coordination; integrate with architecture	32	32								\$8,800.00
c.Develop two or three FF&E options	0									\$0.00
d.Finalize aircraft layout; support and coordinate with civil engineers	0									\$0.00
e.Code official meetings, coordination, and drawing review	0									\$0.00
f.Provide DD-level outline specification and construction document summary	20	20								\$5,500.00
g.Phasing refinement and preliminary construction schedule development (with CM/GC)	0									\$0.00
h.Facilitate TSA and FAA review including coordination and meetings	0									\$0.00
i.Meetings / coordination with additional stakeholders (airlines, police , airport staff)	6	6								\$1,650.00
j.Assist civil engineer in design development of curbside canopies, landscaping, and site modifications	0									\$0.00
k.Assist CM/GC in Design Development Cost Estimate.	2	2								\$550.00
l.Provide final recommendations for overall scope and construction packaging	0									\$0.00
m.Facilitate visioning workshops	0									\$0.00
l.Design Development Review Meetings	4	4								\$1,100.00
Estimated Total Labor	84	84	0	0	0	0	0	0	\$0.00	\$23,100.00
Production Copier									\$100.00	\$100.00
Postage and Freight									\$40.00	\$40.00
Estimated Total Expenses										\$140.00
Mileage										\$0.00
Flight/s (1 person-trips)									\$1,200.00	\$1,200.00
Hotel / Food									\$225.00	\$225.00
Estimated Total Travel										\$1,425.00
<b>Total</b>		<b>\$23,100.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,565.00</b>	<b>\$24,665.00</b>



## Workplan and Fee Estimate

**IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design**

11/2/2022

## Entro

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$5,481.26	\$30.00	\$0.00		\$5,511.26
II. Schematic Design (30%)	\$28,128.84	\$170.00	\$1,425.00		\$29,723.84
III. Design Development (65%)	\$30,385.94	\$180.00	\$2,850.00		\$33,415.94
IV. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$63,996.04	\$380.00	\$4,275.00	\$0.00	\$68,651.04

Whole Project Labor Summary	Total	Founding Partner	Partner	Senior Designer	Designer	Technician	Title	Title	Total Cost
	Hours	\$301.11	\$213.41	\$152.71	\$123.00	\$123.00	\$0.00	\$0.00	for Labor
Labor	431	6	86	72	145	122	0	0	\$63,996.04

Entro

I. Project Definition and Management	Total	Founding Partner	Partner	Senior Designer	Designer	Technician	Title	Title		Total Cost
	Hours	\$301.11	\$213.41	\$152.71	\$123.00	\$123.00	\$0.00	\$0.00		per Item
Project Definition / Scope of Work Development	14	2	8	4						\$2,920.34
Project Management	12		12							\$2,560.92
Estimated Total Labor	26	2	20	4	0	0	0	0	\$0.00	\$5,481.26
Production Copier									\$20.00	\$20.00
Postage and Freight									\$10.00	\$10.00
Estimated Total Expenses										\$30.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
<b>Total</b>		<b>\$602.22</b>	<b>\$4,268.20</b>	<b>\$610.84</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$30.00</b>	<b>\$5,511.26</b>

## Entro

[illegible]

f.Perform general code requirement research	0									\$0.00
g.Assist in preliminary phasing development (with CM/GC)	0									\$0.00
h.Review 30% construction estimate (developed by CM/GC)	2	0	1	1						\$275.71
i.Facilitate TSA and FAA review	0									\$0.00
j.Meetings / coordination with additional stakeholders (airlines, police)	2	2								\$426.82
k.Assist civil engineer in site design	0									\$0.00
l.Facilitate visioning workshops										\$0.00
k.Schematic Design Review Meetings	16	4	4	4	4	4				\$2,448.48
Estimated Total Labor	197	2	28	34	75	58	0	0	\$0.00	\$28,128.84
Production Copier									\$120.00	\$120.00
Postage and Freight									\$50.00	\$50.00
Estimated Total Expenses										\$170.00
Mileage										\$0.00
Flight/s (1 person-trips)									\$1,200.00	\$1,200.00
Hotel / Food									\$225.00	\$225.00
Estimated Total Travel										\$1,425.00
<b>Total</b>		<b>\$602.22</b>	<b>\$5,975.48</b>	<b>\$5,192.14</b>	<b>\$9,225.00</b>	<b>\$7,134.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,595.00</b>	<b>\$29,723.84</b>

Entro

III. Design Development (65%)	Total Hours	Founding Partner	Partner	Senior Designer	Designer	Technician	Title	Title		Total Cost per Item
		\$301.11	\$213.41	\$152.71	\$123.00	\$123.00	\$0.00	\$0.00		
a.Refine architectural design concepts and typical conceptual details	56	2	12	10	24	8				\$8,626.24
b.Provide DD-level engineering system design / coordination; integrate with architecture	80	0	10	10	38	22				\$11,041.20
c.Develop two or three FF&E options	54	0	10	10	4	30				\$7,843.20
d.Finalize aircraft layout; support and coordinate with civil engineers	0									\$0.00
e.Code official meetings, coordination, and drawing review	0									\$0.00
f.Provide DD-level outline specification and construction document summary	0									\$0.00
g.Phasing refinement and preliminary construction schedule development (with CM/GC)	0									\$0.00
h.Provide final recommendations for overall scope and construction packaging	0									\$0.00
i.Review of 65% level construction estimate (developed by CM/GC)	0									\$0.00
j.Facilitate TSA and FAA review including coordination and meetings	0									\$0.00
k.Meetings / coordination with additional stakeholders (airlines, police , airport staff)	2		2							\$426.82
l.Design Development Review Meetings	16		4	4	4	4				\$2,448.48
Estimated Total Labor	208	2	38	34	70	64	0	0	\$0.00	\$30,385.94
Production Copier									\$130.00	\$130.00
Postage and Freight									\$50.00	\$50.00
Estimated Total Expenses										\$180.00
Mileage										\$0.00
Flight/s (2 person-trips)									\$2,400.00	\$2,400.00
Hotel / Food									\$450.00	\$450.00
Estimated Total Travel										\$2,850.00
<b>Total</b>		<b>\$602.22</b>	<b>\$8,109.58</b>	<b>\$5,192.14</b>	<b>\$8,610.00</b>	<b>\$7,872.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,030.00</b>	<b>\$33,415.94</b>



Full Team by Task

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$134,968.00	\$780.00	\$0.00		\$135,748.00
II. Schematic Design (30%)	\$742,230.00	\$4,280.00	\$17,520.00	\$40,000.00	\$804,030.00
III. Design Development (65%)	\$908,575.00	\$5,280.00	\$14,670.00		\$928,525.00
IV. Additional Services	\$52,722.00	\$310.00	\$0.00		\$53,032.00
Totals	\$1,838,495.00	\$10,650.00	\$32,190.00	\$40,000.00**	\$1,921,335.00

By Firm

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
Civil	\$269,648.00	\$1,550.00	\$3,690.00	\$40,000.00	\$314,888.00
Architectural	\$671,740.00	\$3,910.00	\$8,550.00		\$684,200.00
Structural	\$176,042.00	\$1,020.00	\$5,700.00		\$182,762.00
Mechanical, Electrical, & Plumbing	\$332,010.00	\$1,920.00	\$2,850.00		\$336,780.00
Information Technology	\$215,275.00	\$1,240.00	\$5,700.00		\$222,215.00
Conveyors	\$61,710.00	\$360.00	\$2,850.00		\$64,920.00
Vertical Circulation	\$36,915.00	\$210.00	\$0.00		\$37,125.00
Wayfinding & Signage	\$75,155.00	\$440.00	\$2,850.00		\$78,445.00
Totals	\$1,838,495.00	\$10,650.00	\$32,190.00	\$40,000.00**	\$1,921,335.00

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/8/2022

T-O Engineers

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$37,871.00	\$220.00	\$0.00		\$38,091.00
II. Schematic Design (30%)	\$77,220.00	\$440.00	\$1,845.00	\$40,000.00	\$119,505.00
III. Design Development (65%)	\$107,955.00	\$620.00	\$1,845.00		\$110,420.00
IV. Additional Services	\$46,602.00	\$270.00	\$0.00		\$46,872.00
Totals	\$269,648.00	\$1,550.00	\$3,690.00	\$40,000.00	\$314,888.00

Whole Project Labor Summary	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Aviation Planner	Admin	Total Cost for Labor
		\$260.00	\$200.00	\$145.00	\$115.00	\$175.00	\$165.00	\$43.00	
Labor	1761	17	434	460	542	175	107	26	\$269,648.00

T-O Engineers

I. Project Definition and Management	Total	Principal in Charge	PM	PE	EI	Construction Manager	Aviation Planner	Admin		Total Cost
	Hours	\$260.00	\$200.00	\$145.00	\$115.00	\$175.00	\$165.00	\$43.00		per Item
Project Definition / Scope of Work Development										
a. Develop Project Approach. Formulate Scope of Work and Prepare Work Order.	30	2	24					4		\$5,492.00
b. Prepare IFE documents and coordinate with airport and IFE firm. Prepare RON,	4		4							\$800.00
Project Management										
a. Coordinate with Subconsultants including SOW and Agreements for Survey, Geotech and Architectural.	20		16					4		\$3,372.00
b. Establish Owner & Agency review processes, project schedule, and project work plan.	13	1	8	2		2				\$2,500.00
c. Develop electronic file sharing plan along with CAD and REVIT sharing plan.	6		2	4						\$980.00
d. Conduct Internal team meetings, 2 per month for 9 months for a total of 18 meetings.	113	9	32	18	18	18	18			\$19,540.00
e. Set up project invoicing and accounting. Evaluate budget and cost of work throughout the project.	33		24					9		\$5,187.00
Estimated Total Labor	219	12	110	24	18	20	18	17	\$0.00	\$37,871.00
Production Copier									\$160.00	\$160.00
Postage and Freight									\$60.00	\$60.00
Estimated Total Expenses									\$220.00	\$220.00
Mileage									\$0.00	\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$3,120.00	\$22,000.00	\$3,480.00	\$2,070.00	\$3,500.00	\$2,970.00	\$731.00	\$440.00	\$38,091.00

T-O Engineers

II. Schematic Design (30%)	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Aviation Planner	Admin		Total Cost per Item
		\$260.00	\$200.00	\$145.00	\$115.00	\$175.00	\$165.00	\$43.00		
a.Determine Survey required. Coordinate Survey. Update base maps.	26		4	6	16					\$3,510.00
b.Determine Geotech required. Coordinate Geotech. Review report.	18		6	12						\$2,940.00
c.Develop preliminary drainage design. Prepare report.	35		3	8	24					\$4,520.00
d.Evaluate existing utilities and develop preliminary utility relocation plan.	48		4	12	24		8			\$6,620.00
e.Develop curbside and parking lot modifications required. Prepare preliminary drawings.	86		8	16	60		2			\$11,150.00
f.Develop landscaping modifications required. Prepare preliminary drawings.	36		4	8	24					\$4,720.00
g.Develop aircraft parking layouts for building expansion. Develop walkway reconfiguration and extension.	52		4	16	24		8			\$7,200.00
h.Develop preliminary CSPP.	76		8	32	16	16	4			\$11,540.00
i.Prepare and submit 7460 for building expansion.	13		1	4			8			\$2,100.00
j.Assist CM/GC in Schematic Design Cost Estimate.	23		3	12		8				\$3,740.00
k.Develop project eligibility plan and worksheets. Review eligibility with Owner and FAA.	40		12	16			12			\$6,700.00
i.Schematic Design Review Meetings	72		24	24		24				\$12,480.00
Estimated Total Labor	525	0	81	166	188	48	42	0	\$0.00	\$77,220.00
Production Copier									\$320.00	\$320.00
Postage and Freight									\$120.00	\$120.00
Estimated Total Expenses									\$440.00	\$440.00
Mileage									\$1,170.00	\$1,170.00
Trip/s (3 person-trips)									\$0.00	\$0.00
Hotel / Food									\$675.00	\$675.00
Estimated Total Travel										\$1,845.00
Survey									\$15,000.00	\$15,000.00
Geotech									\$25,000.00	\$25,000.00
Estimated Total Special Services										\$40,000.00
<b>Total</b>		<b>\$0.00</b>	<b>\$16,200.00</b>	<b>\$24,070.00</b>	<b>\$21,620.00</b>	<b>\$8,400.00</b>	<b>\$6,930.00</b>	<b>\$0.00</b>	<b>\$2,725.00</b>	<b>\$119,505.00</b>

T-O Engineers

III. Design Development (65%)	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Aviation Planner	Admin	Total Cost per Item	
		\$260.00	\$200.00	\$145.00	\$115.00	\$175.00	\$165.00	\$43.00		
a.Design landside civil site grading.	53	1	8	20	24				\$7,520.00	
b.Design airside civil site grading including apron & aircraft parking.	73	1	12	20	40				\$10,160.00	
c.Finalize landside and airside storm drainage design.	55		3	8	40	4			\$7,060.00	
d.Finalize site utility plans including existing and proposed wet and dry utilities.	60		4	12	40	4			\$7,840.00	
e.Finalize landside and airside pavement designs.	56		8	16	32				\$7,600.00	
f. Prepare DD drawings.	126	2	16	24	80	4			\$17,100.00	
g. Develop erosion and sediment control plans.	36		4	12	16	4			\$5,080.00	
h. Prepare draft technical specifications.	88		16	32	40				\$12,440.00	
i. Update phasing with CM/GC and develop construction schedule.	80		20	40		20			\$13,300.00	
j.Assist CM/GC in Design Development Cost Estimate.	31		4	12		15			\$5,165.00	
k.Update project eligibility plan and worksheets. Review eligibility with Owner and FAA.	14		4	2	4		4		\$2,210.00	
h. Design Development Review Meetings	72		24	24		24			\$12,480.00	
Estimated Total Labor	744	4	123	222	316	75	4	0	\$0.00	\$107,955.00
Production Copier									\$450.00	\$450.00
Postage and Freight									\$170.00	\$170.00
Estimated Total Expenses									\$620.00	\$620.00
Mileage									\$1,170.00	\$1,170.00
Trip/s (3 person-trips)									\$0.00	\$0.00
Hotel / Food									\$675.00	\$675.00



Estimated Total Travel										\$1,845.00
<b>Total</b>		<b>\$1,040.00</b>	<b>\$24,600.00</b>	<b>\$32,190.00</b>	<b>\$36,340.00</b>	<b>\$13,125.00</b>	<b>\$660.00</b>	<b>\$0.00</b>	<b>\$3,085.00</b>	<b>\$110,420.00</b>

T-O Engineers

IV. Additional Services	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Aviation Planner	Admin		Total Cost per Item
		\$260.00	\$200.00	\$145.00	\$115.00	\$175.00	\$165.00	\$43.00		
Grant Administration										
a. FAA Pre Design Conference	12		4	4	4					\$1,840.00
b. Prepare Grant Application	12		8				4			\$2,260.00
c. Prepare Annual SF 271 and 425	8		2				5	1		\$1,268.00
d. Prepare Quarterly Reports	12		4				8			\$2,120.00
e. Provide Budget Updates to Owner	12		12							\$2,400.00
f. Assist the Owner in prepareing Requests for Reimbursements	18		6				12			\$3,180.00
g. Prepare closeout documentation including Final Closeout Report	42		6	12	16		8			\$6,100.00
h. Assist Owner in updating Capital Improvement Program	14		6	4			4			\$2,440.00
i. Assist with annual audit.	15	1	6					8		\$1,804.00
j. Collect and report on annual DBE participation	8		2	4			2			\$1,310.00
Assist the airport in CM/GC solicitation process	40		24	8		8				\$7,360.00
Assist the airport in CM/GC selection process										
a. Develop selection criteria in coordination with airport, participate in CM-GC review and selection	40		24	8		8				\$7,360.00
b. Assist in development and review of CM-GC scope of work, fee, and contract	40		16	8		16				\$7,160.00
Estimated Total Labor	273	1	120	48	20	32	43	9	0	\$46,602.00
Production Copier									\$200.00	\$200.00
Postage and Freight									\$70.00	\$70.00
Estimated Total Expenses									\$270.00	\$270.00
Mileage									\$0.00	\$0.00
Trip/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
<b>Total</b>		<b>\$260.00</b>	<b>\$24,000.00</b>	<b>\$6,960.00</b>	<b>\$2,300.00</b>	<b>\$5,600.00</b>	<b>\$7,095.00</b>	<b>\$387.00</b>	<b>\$540.00</b>	<b>\$46,872.00</b>

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/8/2022

Meyers Borgman Johnson

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$10,372.00	\$60.00	\$0.00		\$10,432.00
II. Schematic Design (30%)	\$72,130.00	\$420.00	\$2,850.00		\$75,400.00
III. Design Development (65%)	\$93,540.00	\$540.00	\$2,850.00		\$96,930.00
IV. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$176,042.00	\$1,020.00	\$5,700.00	\$0.00	\$182,762.00

Whole Project Labor Summary	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Admin	Title	Total Cost for Labor
		\$260.00	\$200.00	\$145.00	\$115.00	\$175.00	\$43.00	\$0.00	
Labor	1219	5	236	454	480	35	9	0	\$176,042.00

Meyers Borgman Johnson

I. Project Definition and Management	Total	Principal in Charge	PM	PE	EI	Construction Manager	Admin	Title		Total Cost
	Hours	\$260.00	\$200.00	\$145.00	\$115.00	\$175.00	\$43.00	\$0.00		per Item
Project Definition / Scope of Work Development	9	1	4	2		2				\$1,700.00
Project Management	56		24	18		5	9			\$8,672.00
Estimated Total Labor	65	1	28	20	0	7	9	0	\$0.00	\$10,372.00
Production Copier									\$40.00	\$40.00
Postage and Freight									\$20.00	\$20.00
Estimated Total Expenses										\$60.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$260.00	\$5,600.00	\$2,900.00	\$0.00	\$1,225.00	\$387.00	\$0.00	\$60.00	\$10,432.00

Meyers Borgman Johnson

II. Schematic Design (30%)	Total	Principal in Charge	PM	PE	EI	Construction Manager	Admin	Title		Total Cost
	Hours	\$260.00	\$200.00	\$145.00	\$115.00	\$175.00	\$43.00	\$0.00		per Item
a.Develop revit structural model of existing building	82	2	16	24	40					\$11,800.00
b.Develop geotech SOW, review geotech report, develop preliminary foundation designs	72		8	24	40					\$9,680.00
c.Development preliminary structural systems for multilevel expansions with and withouth basement	204		24	80	100					\$27,900.00
d.Coordinate with architects on modifications to existing structural systems	48		8	16	24					\$6,680.00
e.Identify lateral resistance and seismic design required and develop structural design	54		8	30	16					\$7,790.00

f.Schematic Design Review Meetings	48		24	24						\$8,280.00
Estimated Total Labor	508	2	88	198	220	0	0	0	\$0.00	\$72,130.00
Production Copier									\$300.00	\$300.00
Postage and Freight									\$120.00	\$120.00
Estimated Total Expenses										\$420.00
Mileage										\$0.00
Flight/s (2 person-trips)									\$2,400.00	\$2,400.00
Hotel / Food									\$450.00	\$450.00
Estimated Total Travel										\$2,850.00
<b>Total</b>		<b>\$520.00</b>	<b>\$17,600.00</b>	<b>\$28,710.00</b>	<b>\$25,300.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,270.00</b>	<b>\$75,400.00</b>

Meyers Borgman Johnson

III. Design Development (65%)	Total Hours	Principal in Charge	PM	PE	EI	Construction Manager	Admin	Title		Total Cost per Item
		\$260.00	\$200.00	\$145.00	\$115.00	\$175.00	\$43.00	\$0.00		
a.Develop structural systems and materials for multilevel expansions with and withouth basement	226	2	40	80	100	4				\$32,320.00
b.Review existing structural design to reduce number of columns	76		8	20	40	8				\$10,500.00
c.Coordinate with architects on modifications to existing and proposed structural systems	64		24	32		8				\$10,840.00
d.Finalize structural schematic design	232		24	80	120	8				\$31,600.00
e.Design Development Review Meetings	48		24	24						\$8,280.00
Estimated Total Labor	646	2	120	236	260	28	0	0	\$0.00	\$93,540.00
Production Copier									\$390.00	\$390.00
Postage and Freight									\$150.00	\$150.00
Estimated Total Expenses										\$540.00
Mileage										\$0.00
Flight/s (2 person-trips)									\$2,400.00	\$2,400.00
Hotel / Food									\$450.00	\$450.00
Estimated Total Travel										\$2,850.00
<b>Total</b>		<b>\$520.00</b>	<b>\$24,000.00</b>	<b>\$34,220.00</b>	<b>\$29,900.00</b>	<b>\$4,900.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,390.00</b>	<b>\$96,930.00</b>

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/8/2022

Alliance

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$41,900.00	\$250.00	\$0.00		\$42,150.00
II. Schematic Design (30%)	\$304,500.00	\$1,770.00	\$5,700.00		\$311,970.00
III. Design Development (65%)	\$319,220.00	\$1,850.00	\$2,850.00		\$323,920.00
IV. Additional Services	\$6,120.00	\$40.00	\$0.00		\$6,160.00
Totals	\$671,740.00	\$3,910.00	\$8,550.00	\$0.00	\$684,200.00

Whole Project Labor Summary	Total	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Project Architect	Arch. & Int. Support/ Technical	Aviation Planner	Title	Total Cost
	Hours	\$260.00	\$200.00	\$165.00	\$135.00	\$115.00	\$165.00	\$0.00	for Labor
Labor	4315	33	1020	1055	1019	970	218	0	\$671,740.00

Alliance

I. Project Definition and Management	Total	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Project Architect	Arch. & Int. Support/ Technical	Aviation Planner	Title		Total Cost
	Hours	\$260.00	\$200.00	\$165.00	\$135.00	\$115.00	\$165.00	\$0.00		per Item
Project Definition / Scope of Work Development	31	1	20	4	2	2	2			\$5,750.00
Project Management	190		160	10	10	10				\$36,150.00
Estimated Total Labor	221	1	180	14	12	12	2	0	\$0.00	\$41,900.00
Production Copier									\$180.00	\$180.00
Postage and Freight									\$70.00	\$70.00
Estimated Total Expenses										\$250.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$260.00	\$36,000.00	\$2,310.00	\$1,620.00	\$1,380.00	\$330.00	\$0.00	\$250.00	\$42,150.00

Alliance

II. Schematic Design (30%)	Total	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Project Architect	Arch. & Int. Support/ Technical	Aviation Planner	Title		Total Cost
	Hours	\$260.00	\$200.00	\$165.00	\$135.00	\$115.00	\$165.00	\$0.00		per Item
a.Develop the Preferred Option layout three dimensionally	678	8	90	160	180	200	40			\$100,380.00
b.Develop two to three preliminary approaches to architectural image	438	6	40	60	160	160	12			\$61,440.00
c.Assess / investigate existing conditions in areas of project (travel)	202	2	72	72		40	16			\$34,040.00
d.Refine preliminary aircraft layout; support and coordinate with civil engineers	61	1	8	12	24		16			\$9,720.00

e.Provide basic SD-level engineering systems; support and coordinate with building engineers	123	3	20	40	60					\$19,480.00
f.Perform general code requirement research	80		16	24	40					\$12,560.00
g.Assist in preliminary phasing development (with CM/GC)	49	1	24	16			8			\$9,020.00
h.Review 30% construction estimate (developed by CM/GC)	29	1	12	16						\$5,300.00
i.Facilitate TSA and FAA review (assumed virtual)	78		40	30			8			\$14,270.00
j.meetings / coordination with additional stakeholders (airlines, police) (assumed virtual or during 3D scanning)	78		40	30			8			\$14,270.00
k.Assist civil engineer in site design	28		16	12						\$5,180.00
l.Facilitate visioning workshops (assumed virtual)	56		24	16			16			\$10,080.00
m.Schematic Design Review Meetings	48		24	24						\$8,760.00
Estimated Total Labor	1948	22	426	512	464	400	124	0	\$0.00	\$304,500.00
Production Copier									\$1,280.00	\$1,280.00
Postage and Freight									\$490.00	\$490.00
Estimated Total Expenses										\$1,770.00
Mileage										\$0.00
Flight/s (4 person-trips)									\$4,800.00	\$4,800.00
Hotel / Food									\$900.00	\$900.00
Estimated Total Travel										\$5,700.00
<b>Total</b>		<b>\$5,720.00</b>	<b>\$85,200.00</b>	<b>\$84,480.00</b>	<b>\$62,640.00</b>	<b>\$46,000.00</b>	<b>\$20,460.00</b>	<b>\$0.00</b>	<b>\$7,470.00</b>	<b>\$311,970.00</b>

Alliance

III. Design Development (65%)	Total Hours	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Project Architect	Arch. & Int. Support/ Technical	Aviation Planner	Title		Total Cost per Item
		\$260.00	\$200.00	\$165.00	\$135.00	\$115.00	\$165.00	\$0.00		
a.Refine architectural design concepts and typical conceptual details	358	2	30	60	90	160	16			\$49,610.00
b.Provide DD-level engineering system design / coordination; integrate with architecture	462	2	50	110	140	160				\$65,970.00
c.Develop two or three FF&E options	172		18	15	45	90	4			\$23,160.00
d.Finalize aircraft layout; support and coordinate with civil engineers	89	1	8	24	24	32				\$12,740.00
e.Code official meetings, coordination, and drawing review (assumed virtual)	88		40	24	24					\$15,200.00
f.Provide DD-level outline specification and construction document summary	274	2	32	80	100	60				\$40,520.00
g.Phasing refinement and preliminary construction schedule development (with CM/GC)	104		24	40	40					\$16,800.00
j.Facilitate TSA and FAA review including coordination and meetings (assumed virtual)	60		24	20			16			\$10,740.00
k.Meetings / coordination with additional stakeholders (airlines, police , airport staff) (assumed virtual)	104		40	40			24			\$18,560.00
l.Assist civil engineer in design development of curbside canopies, landscaping, and site modifications	56		20	20	8		8			\$9,700.00
k.Assist CM/GC in Design Development Cost Estimate.	49	1	16	8	8	16				\$7,700.00
l.Provide final recommendations for overall scope and construction packaging	104		24	40	40					\$16,800.00
m.Facilitate visioning workshops (assumed virtual)	146	2	40	16	24	40	24			\$22,960.00
m.Design Development Design Review Meetings	48		24	24						\$8,760.00
Estimated Total Labor	2114	10	390	521	543	558	92	0	\$0.00	\$319,220.00
Production Copier									\$1,340.00	\$1,340.00
Postage and Freight									\$510.00	\$510.00
Estimated Total Expenses										\$1,850.00
Mileage										\$0.00
Flight/s (2 person-trips)									\$2,400.00	\$2,400.00
Hotel / Food									\$450.00	\$450.00
Estimated Total Travel										\$2,850.00
<b>Total</b>		<b>\$2,600.00</b>	<b>\$78,000.00</b>	<b>\$85,965.00</b>	<b>\$73,305.00</b>	<b>\$64,170.00</b>	<b>\$15,180.00</b>	<b>\$0.00</b>	<b>\$4,700.00</b>	<b>\$323,920.00</b>

Alliance

IV. Additional Services	Total Hours	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Project Architect	Arch. & Int. Support/ Technical	Aviation Planner	Title		Total Cost per Item
		\$260.00	\$200.00	\$165.00	\$135.00	\$115.00	\$165.00	\$0.00		

A. Assist the airport in CM/GC solicitation process	16		8	8						\$2,920.00
B. Assist the airport in CM/GC selection process	32		24	8						\$6,120.00
Estimated Total Labor	32	0	24	8	0	0	0	0	\$0.00	\$6,120.00
Production Copier									\$30.00	\$30.00
Postage and Freight									\$10.00	\$10.00
Estimated Total Expenses										\$40.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$0.00	\$4,800.00	\$1,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.00	\$6,160.00



Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/8/2022

Michaud Cooley Erickson

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$12,490.00	\$70.00	\$0.00		\$12,560.00
II. Schematic Design (30%)	\$115,200.00	\$660.00	\$1,425.00		\$117,285.00
III. Design Development (65%)	\$204,320.00	\$1,190.00	\$1,425.00		\$206,935.00
IV. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$332,010.00	\$1,920.00	\$2,850.00	\$0.00	\$336,780.00

Whole Project Labor Summary	Total Hours	Principal	PM	Lead	Staff	Fire Protect	Lighting	Title	Total Cost for Labor
		\$260.00	\$200.00	\$175.00	\$145.00	\$135.00	\$135.00	\$0.00	
Labor	2071	13	324	530	854	173	177	0	\$332,010.00

Michaud Cooley Erickson

I. Project Definition and Management	Total	Principal	PM	Lead	Staff	Fire Protect	Lighting	Title		Total Cost
	Hours	\$260.00	\$200.00	\$175.00	\$145.00	\$135.00	\$135.00	\$0.00		per Item
Project Definition / Scope of Work Development	9	1	4	2		1	1			\$1,680.00
Project Management	60		30	18	4	4	4			\$10,810.00
Estimated Total Labor	69	1	34	20	4	5	5	0	\$0.00	\$12,490.00
Production Copier									\$50.00	\$50.00
Postage and Freight									\$20.00	\$20.00
Estimated Total Expenses										\$70.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$260.00	\$6,800.00	\$3,500.00	\$580.00	\$675.00	\$675.00	\$0.00	\$70.00	\$12,560.00

Michaud Cooley Erickson

II. Schematic Design (30%)	Total	Principal	PM	Lead	Staff	Fire Protect	Lighting	Title		Total Cost
	Hours	\$260.00	\$200.00	\$175.00	\$145.00	\$135.00	\$135.00	\$0.00		per Item
a.Develop the Preferred Option layout three dimensionally										
b.Develop two to three preliminary approaches to architectural image										
c.Assess / investigate existing conditions in areas of project	64		8	24		16	16			\$10,120.00
d.Refine preliminary aircraft layout; support and coordinate with civil engineers	6		2				4			\$940.00
e.Provide basic SD-level engineering systems; support and coordinate with building engineers	480	2	50	140	240	24	24			\$76,300.00
f.Perform general code requirement research	28		4	8		8	8			\$4,360.00

g.Assist in preliminary phasing development (with CM/GC)	44		12	16		8	8			\$7,360.00
h.Assist CM/GC in Schematic Design Cost Estimate.	14		6	8						\$2,600.00
i.Facilitate TSA and FAA review										
j.Meetings / coordination with additional stakeholders (airlines, police)	40		8	16		8	8			\$6,560.00
k.Assist civil engineer in site design										
l.Facilitate visioning workshops										
m.Schematic Design Review Meetings	40		24			8	8			\$6,960.00
Estimated Total Labor	716	2	114	212	240	72	76	0	\$0.00	\$115,200.00
Production Copier									\$480.00	\$480.00
Postage and Freight									\$180.00	\$180.00
Estimated Total Expenses										\$660.00
Mileage										\$0.00
Flight/s (1 person-trips)									\$1,200.00	\$1,200.00
Hotel / Food									\$225.00	\$225.00
Estimated Total Travel										\$1,425.00
<b>Total</b>		<b>\$520.00</b>	<b>\$22,800.00</b>	<b>\$37,100.00</b>	<b>\$34,800.00</b>	<b>\$9,720.00</b>	<b>\$10,260.00</b>	<b>\$0.00</b>	<b>\$2,085.00</b>	<b>\$117,285.00</b>

Michaud Cooley Erickson

III. Design Development (65%)	Total Hours	Principal	PM	Lead	Staff	Fire Protect	Lighting	Title		Total Cost per Item
		\$260.00	\$200.00	\$175.00	\$145.00	\$135.00	\$135.00	\$0.00		
a.Refine architectural design concepts and typical conceptual details										
b.Provide DD-level engineering system design / coordination; integrate with architecture	795	5	60	150	500	40	40			\$122,850.00
c.Develop two or three FF&E options	139	1	16	24	90	4	4			\$21,790.00
d.Finalize aircraft layout; support and coordinate with civil engineers										
e.Code official meetings, coordination, and drawing review	40		8	16		8	8			\$6,560.00
f.Provide DD-level outline specification and construction document summary	101	1	8	40	20	16	16			\$16,080.00
g.Phasing refinement and preliminary construction schedule development (with CM/GC)	33	1	8	16		4	4			\$5,740.00
h.Facilitate TSA and FAA review including coordination and meetings										
i.Meetings / coordination with additional stakeholders (airlines, police , airport staff)	96		40	40		8	8			\$17,160.00
j. Assist civil engineer in design development of curbside canopies, landscaping, and site modifications										
k.Assist CM/GC in Design Development Cost Estimate.	26	2	4	12		4	4			\$4,500.00
l.Provide final recommendations for overall scope and construction packaging	16		8			4	4			\$2,680.00
m.Facilitate visioning workshops										
n.Design Development Design Review Meetings	40		24			8	8			\$6,960.00
Estimated Total Labor	1286	10	176	298	610	96	96	0	\$0.00	\$204,320.00
Production Copier									\$860.00	\$860.00
Postage and Freight									\$330.00	\$330.00
Estimated Total Expenses										\$1,190.00
Mileage										\$0.00
Flight/s (1 person-trips)									\$1,200.00	\$1,200.00
Hotel / Food									\$225.00	\$225.00
Estimated Total Travel										\$1,425.00
<b>Total</b>		<b>\$2,600.00</b>	<b>\$35,200.00</b>	<b>\$52,150.00</b>	<b>\$88,450.00</b>	<b>\$12,960.00</b>	<b>\$12,960.00</b>	<b>\$0.00</b>	<b>\$2,615.00</b>	<b>\$206,935.00</b>

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/8/2022

Faith Group

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$13,055.00	\$70.00	\$0.00		\$13,125.00
II. Schematic Design (30%)	\$95,880.00	\$550.00	\$2,850.00		\$99,280.00
III. Design Development (65%)	\$106,340.00	\$620.00	\$2,850.00		\$109,810.00
IV. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$215,275.00	\$1,240.00	\$5,700.00	\$0.00	\$222,215.00

Whole Project Labor Summary	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Sr. Systems Designer	Systems Designer	Designer	Project Support	Total Cost for Labor
		\$260.00	\$200.00	\$200.00	\$190.00	\$145.00	\$115.00	\$75.00	
Labor	1254	11	330	182	250	252	220	9	\$215,275.00

Faith Group

I. Project Definition and Management	Total	Principal in Charge	Lead Project Engineer	Airport SME	Sr. Systems Designer	Systems Designer	Designer	Project Support		Total Cost
	Hours	\$260.00	\$200.00	\$200.00	\$190.00	\$145.00	\$115.00	\$75.00		per Item
Project Definition / Scope of Work Development	16	1	6	5	4					\$3,220.00
Project Management	55		24	18	4			9		\$9,835.00
Estimated Total Labor	71	1	30	23	8	0	0	9	\$0.00	\$13,055.00
Production Copier									\$50.00	\$50.00
Postage and Freight									\$20.00	\$20.00
Estimated Total Expenses										\$70.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$260.00	\$6,000.00	\$4,600.00	\$1,520.00	\$0.00	\$0.00	\$675.00	\$70.00	\$13,125.00

Faith Group

II. Schematic Design (30%)	Total	Principal in Charge	Lead Project Engineer	Airport SME	Sr. Systems Designer	Systems Designer	Designer	Project Support		Total Cost
	Hours	\$260.00	\$200.00	\$200.00	\$190.00	\$145.00	\$115.00	\$75.00		per Item
a.Definition of IT Infrastructure scope relative to demolition, phasing, and project areas	23	1	8	2	8	4				\$4,360.00
b.Refinement of initial IT/Data/Security recommendations made during Planning Study	49	1	12	12	24					\$9,620.00
c.Preliminary concept development of architectural impacts of IT scope	19	1	4	2	12					\$3,740.00
d. Security zoning diagrams, impacts to access control	43	1	4	2	8	12	16			\$6,560.00
e. Develop public address coverage criteria	45	1	4	16	16	8				\$8,460.00

f.Provide SD-level diagrams depicting impacts to TSA network/EDS	36		6	2	4	8	16			\$5,360.00
g.Facilitate meetings and provide coordination with City of Idaho Falls IT, other stakeholders (assumed virtual)	80		40	16	24					\$15,760.00
h.Provide SD-level drawings and coordination with supporting disciplines	180		32		8	40	100			\$25,220.00
i.Assist in preliminary phasing development (with CM/GC and Terminal South work)	13		8	1	4					\$2,560.00
j.Review of 30% construction estimate (developed by CM/GC); refine scope as necessary	16		6	2	8					\$3,120.00
k.Schematic Design Review Meetings	56		24	24	8					\$11,120.00
Estimated Total Labor	560	5	148	79	124	72	132	0	\$0.00	\$95,880.00
Production Copier									\$400.00	\$400.00
Postage and Freight									\$150.00	\$150.00
Estimated Total Expenses										\$550.00
Mileage										\$0.00
Flight/s (2 person-trips)									\$2,400.00	\$2,400.00
Hotel / Food									\$450.00	\$450.00
Estimated Total Travel										\$2,850.00
<b>Total</b>		<b>\$1,300.00</b>	<b>\$29,600.00</b>	<b>\$15,800.00</b>	<b>\$23,560.00</b>	<b>\$10,440.00</b>	<b>\$15,180.00</b>	<b>\$0.00</b>	<b>\$3,400.00</b>	<b>\$99,280.00</b>

Faith Group

III. Design Development (65%)	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Sr. Systems Designer	Systems Designer	Designer	Project Support		Total Cost per Item
		\$260.00	\$200.00	\$200.00	\$190.00	\$145.00	\$115.00	\$75.00		
a.Refine IT and architectural concepts relative to IT Infrastructure	42	2	8	8	8	8	8			\$7,320.00
b.Facilitate meetings / coordination with City of Idaho Falls IT, other stakeholders	32		16	8	8					\$6,320.00
c.Provide DD-level drawings and coordination with supporting disciplines	338	2	40	16	40	160	80			\$51,720.00
d.Provide final recommendation on overall scope and construction packaging	19	1	16	2						\$3,860.00
e.Provide DD-level outline specification and construction document summary	80		24	16	40					\$15,600.00
f.Refine phasing, systems selections, and preliminary construction schedule (with CM/GC)	26		16	2	8					\$5,120.00
g.Assist CM/GC in Design Development Cost Estimate.	30		8	4	6	12				\$5,280.00
h.Design Development Review Meetings	56		24	24	8					\$11,120.00
Estimated Total Labor	623	5	152	80	118	180	88	0	\$0.00	\$106,340.00
Production Copier									\$450.00	\$450.00
Postage and Freight									\$170.00	\$170.00
Estimated Total Expenses										\$620.00
Mileage										\$0.00
Flight/s (2 person-trips)									\$2,400.00	\$2,400.00
Hotel / Food									\$450.00	\$450.00
Estimated Total Travel										\$2,850.00
<b>Total</b>		<b>\$1,300.00</b>	<b>\$30,400.00</b>	<b>\$16,000.00</b>	<b>\$22,420.00</b>	<b>\$26,100.00</b>	<b>\$10,120.00</b>	<b>\$0.00</b>	<b>\$3,470.00</b>	<b>\$109,810.00</b>

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/8/2022

Swanson Rink

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$4,725.00	\$30.00	\$0.00		\$4,755.00
II. Schematic Design (30%)	\$31,060.00	\$180.00	\$1,425.00		\$32,665.00
III. Design Development (65%)	\$25,925.00	\$150.00	\$1,425.00		\$27,500.00
IV. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$61,710.00	\$360.00	\$2,850.00	\$0.00	\$64,920.00

ADMIN

Whole Project Labor Summary	Total Hours	Senior VP	Director	Sr. Engineer	Project Engineer	Engineer II	CAD	PM	PA	Total Cost for Labor
		\$225.00	\$200.00	\$165.00	\$145.00	\$135.00	\$90.00	\$175.00	\$75.00	
Labor	432	2	4	20	76	120	51	145	9	\$37,035.00

Swanson Rink

I. Project Definition and Management	Total	Senior VP	Director	Sr. Engineer	Project Engineer	Engineer II	CAD	PM	PA		Total Cost
	Hours	\$225.00	\$200.00	\$165.00	\$145.00	\$135.00	\$90.00	\$175.00	\$75.00		per Item
Project Definition / Scope of Work Development	5		1					4			\$900.00
Project Management	27							18	9		\$3,825.00
Estimated Total Labor	32	0	1	0	0	0	0	22	9	\$0.00	\$4,725.00
Production Copier										\$20.00	\$20.00
Postage and Freight										\$10.00	\$10.00
Estimated Total Expenses											\$30.00
Mileage											\$0.00
Flight/s (0 person-trips)										\$0.00	\$0.00
Hotel / Food										\$0.00	\$0.00
Estimated Total Travel											\$0.00
Total		\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,850.00	\$675.00	\$30.00	\$4,755.00

Swanson Rink

II. Schematic Design (30%)	Total	Senior VP	Director	Sr. Engineer	Project Engineer	Engineer II	CAD	PM	PA		Total Cost
	Hours	\$225.00	\$200.00	\$165.00	\$145.00	\$135.00	\$90.00	\$175.00	\$75.00		per Item
a.Develop the Preferred Option layout three dimensionally											
b.Develop two to three preliminary approaches to architectural image											
c.Assess / investigate existing conditions in areas of project	8				2			1			\$465.00
d.Refine preliminary aircraft layout; support and coordinate with civil engineers											
e.Provide basic SD-level engineering systems; support and coordinate with building engineers	178	1	1	8	40	80	24	24			\$24,705.00
f.Perform general code requirement research	3				2			1			\$465.00
g.Assist in preliminary phasing development (with CM/GC)	1							1			\$175.00
h.Assist CM/GC in Schematic Design Cost Estimate.	2							2			\$350.00
i.Facilitate TSA and FAA review	2							2			\$350.00

j.Meetings / coordination with additional stakeholders (airlines, police)	2							2			\$350.00
k.Assist civil engineer in site design											
l.Facilitate visioning workshops											
m.Schematic Design Review Meetings	24							24			\$4,200.00
Estimated Total Labor	220	1	1	8	44	80	24	57	0	\$0.00	\$31,060.00
Production Copier										\$130.00	\$130.00
Postage and Freight										\$50.00	\$50.00
Estimated Total Expenses											\$180.00
Mileage											\$0.00
Flight/s (1 person-trips)										\$1,200.00	\$1,200.00
Hotel / Food										\$225.00	\$225.00
Estimated Total Travel											\$1,425.00
<b>Total</b>		<b>\$225.00</b>	<b>\$200.00</b>	<b>\$1,320.00</b>	<b>\$6,380.00</b>	<b>\$10,800.00</b>	<b>\$2,160.00</b>	<b>\$9,975.00</b>	<b>\$0.00</b>	<b>\$1,605.00</b>	<b>\$32,665.00</b>

Swanson Rink

III. Design Development (65%)	Total Hours	Senior VP	Director	Sr. Engineer	Project Engineer	Engineer II	CAD	PM	PA		Total Cost per Item
		\$225.00	\$200.00	\$165.00	\$145.00	\$135.00	\$90.00	\$175.00	\$75.00		
a.Refine architectural design concepts and typical conceptual details	4							4			
b.Provide DD-level engineering system design / coordination; integrate with architecture	114	1	1	8	16	40	24	24			\$15,825.00
c.Develop two or three FF&E options	6				2		3	1			\$735.00
d.Finalize aircraft layout; support and coordinate with civil engineers											
e.Code official meetings, coordination, and drawing review	3				2			1			\$465.00
f.Provide DD-level outline specification and construction document summary	19		1	4	12			2			\$2,950.00
g.Phasing refinement and preliminary construction schedule development (with CM/GC)	2							2			\$350.00
h.Facilitate TSA and FAA review including coordination and meetings	2							2			\$350.00
i.Meetings / coordination with additional stakeholders (airlines, police , airport staff)	2							2			\$350.00
j.Assist civil engineer in design development of curbside canopies, landscaping, and site modifications											
k.Assist CM/GC in Design Development Cost Estimate.	2							2			\$350.00
l.Provide final recommendations for overall scope and construction packaging	2							2			\$350.00
m.Facilitate visioning workshops											
n.Design Development Design Review Meetings	24							24			\$4,200.00
Estimated Total Labor	180	1	2	12	32	40	27	66	0	\$0.00	\$25,925.00
Production Copier										\$110.00	\$110.00
Postage and Freight										\$40.00	\$40.00
Estimated Total Expenses											\$150.00
Mileage											\$0.00
Flight/s (1 person-trips)										\$1,200.00	\$1,200.00
Hotel / Food										\$225.00	\$225.00
Estimated Total Travel											\$1,425.00
<b>Total</b>		<b>\$225.00</b>	<b>\$400.00</b>	<b>\$1,980.00</b>	<b>\$4,640.00</b>	<b>\$5,400.00</b>	<b>\$2,430.00</b>	<b>\$11,550.00</b>	<b>\$0.00</b>	<b>\$1,575.00</b>	<b>\$27,500.00</b>



Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/8/2022

VDA

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$7,980.00	\$40.00	\$0.00		\$8,020.00
II. Schematic Design (30%)	\$12,575.00	\$70.00	\$0.00		\$12,645.00
III. Design Development (65%)	\$16,360.00	\$100.00	\$0.00		\$16,460.00
IV. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$36,915.00	\$210.00	\$0.00	\$0.00	\$37,125.00

Whole Project Labor Summary	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Project Architect	Title	Title	Title	Total Cost for Labor
		\$260.00	\$190.00	\$200.00	\$135.00				
Labor	172	86	37	14	35	0	0	0	\$36,915.00

VDA

I. Project Definition and Management	Total	Principal in Charge	Lead Project Engineer	Airport SME	Project Architect	Title	Title	Title		Total Cost
	Hours	\$260.00	\$190.00	\$200.00	\$135.00	\$0.00	\$0.00	\$0.00		per Item
Project Definition / Scope of Work Development	7	1		2	4					\$1,200.00
Project Management	30	18	4	4	4					\$6,780.00
Estimated Total Labor	37	19	4	6	8	0	0	0	\$0.00	\$7,980.00
Production Copier									\$30.00	\$30.00
Postage and Freight									\$10.00	\$10.00
Estimated Total Expenses										\$40.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$4,940.00	\$760.00	\$1,200.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$40.00	\$8,020.00

VDA

II. Schematic Design (30%)	Total	Principal in Charge	Lead Project Engineer	Airport SME	Project Architect	Title	Title	Title		Total Cost
	Hours	\$260.00	\$190.00	\$200.00	\$135.00	\$0.00	\$0.00	\$0.00		per Item
a.Develop the Preferred Option layout three dimensionally	5	1	1	2	1					\$985.00
b.Develop two to three preliminary approaches to architectural image										
c.Assess / investigate existing conditions in areas of project	14	4	4	2	4					\$2,740.00
d.Refine preliminary aircraft layout; support and coordinate with civil engineers										
e.Provide basic SD-level engineering systems; support and coordinate with building engineers	20	2	8	2	8					\$3,520.00

f.Perform general code requirement research	4		2		2					\$650.00
g.Assist in preliminary phasing development (with CM/GC)	4	4								\$1,040.00
h.Assist CM/GC in Schematic Design Cost Estimate.	4	4								\$1,040.00
i.Facilitate TSA and FAA review										
j.Meetings / coordination with additional stakeholders (airlines, police)	2	2								\$520.00
k.Assist civil engineer in site design										
l.Facilitate visioning workshops										
m.Schematic Design Review Meetings	8	8								\$2,080.00
Estimated Total Labor	61	25	15	6	15	0	0	0	\$0.00	\$12,575.00
Production Copier									\$50.00	\$50.00
Postage and Freight									\$20.00	\$20.00
Estimated Total Expenses										\$70.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
<b>Total</b>		<b>\$6,500.00</b>	<b>\$2,850.00</b>	<b>\$1,200.00</b>	<b>\$2,025.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$70.00</b>	<b>\$12,645.00</b>

VDA

III. Design Development (65%)	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Project Architect	Title	Title	Title		Total Cost per Item
		\$260.00	\$190.00	\$200.00	\$135.00	\$0.00	\$0.00	\$0.00		
a.Refine architectural design concepts and typical conceptual details										
b.Provide DD-level engineering system design / coordination; integrate with architecture	26	8	8	2	8					\$5,080.00
c.Develop two or three FF&E options	3	3								\$780.00
d.Finalize aircraft layout; support and coordinate with civil engineers										
e.Code official meetings, coordination, and drawing review	2	2								\$520.00
f.Provide DD-level outline specification and construction document summary	20	8	8		4					\$4,140.00
g.Phasing refinement and preliminary construction schedule development (with CM/GC)	4	4								\$1,040.00
h.Facilitate TSA and FAA review including coordination and meetings										
i.Meetings / coordination with additional stakeholders (airlines, police , airport staff)	4	4								\$1,040.00
j.Assist civil engineer in design development of curbside canopies, landscaping, and site modifications										
k.Assist CM/GC in Design Development Cost Estimate.	3	1	2							\$640.00
l.Provide final recommendations for overall scope and construction packaging	4	4								\$1,040.00
m.Facilitate visioning workshops										
n.Design Development Design Review Meetings	8	8								\$2,080.00
Estimated Total Labor	74	42	18	2	12	0	0	0	\$0.00	\$16,360.00
Production Copier									\$70.00	\$70.00
Postage and Freight									\$30.00	\$30.00
Estimated Total Expenses										\$100.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
<b>Total</b>		<b>\$10,920.00</b>	<b>\$3,420.00</b>	<b>\$400.00</b>	<b>\$1,620.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$100.00</b>	<b>\$16,460.00</b>

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH AND CENTRAL, IT INFRASTRUCTURE 30%-65% Design

11/8/2022

Entro

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$6,575.00	\$40.00	\$0.00		\$6,615.00
II. Schematic Design (30%)	\$33,665.00	\$190.00	\$1,425.00		\$35,280.00
III. Design Development (65%)	\$34,915.00	\$210.00	\$1,425.00		\$36,550.00
IV. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$75,155.00	\$440.00	\$2,850.00	\$0.00	\$78,445.00

Whole Project Labor Summary	Total Hours	Founding Partner	Partner	Senior Designer	Designer	Technician	Title	Title	Total Cost for Labor
		\$260.00	\$225.00	\$155.00	\$135.00	\$115.00	\$0.00	\$0.00	
Labor	475	4	121	98	136	116	0	0	\$75,155.00

Entro

I. Project Definition and Management	Total	Founding Partner	Partner	Senior Designer	Designer	Technician	Title	Title		Total Cost
	Hours	\$260.00	\$225.00	\$155.00	\$135.00	\$115.00	\$0.00	\$0.00		per Item
Project Definition / Scope of Work Development	10	1	6	3						\$2,075.00
Project Management	20		20							\$4,500.00
Estimated Total Labor	30	1	26	3	0	0	0	0	\$0.00	\$6,575.00
Production Copier									\$30.00	\$30.00
Postage and Freight									\$10.00	\$10.00
Estimated Total Expenses										\$40.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$260.00	\$5,850.00	\$465.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.00	\$6,615.00

Entro

II. Schematic Design (30%)	Total	Founding Partner	Partner	Senior Designer	Designer	Technician	Title	Title		Total Cost
	Hours	\$260.00	\$225.00	\$155.00	\$135.00	\$115.00	\$0.00	\$0.00		per Item
a.Develop the Preferred Option layout three dimensionally	65	1	4	12	24	24				\$9,020.00
b.Develop two to three preliminary approaches to architectural image	64	1	3	12	24	24				\$8,795.00
c.Assess / investigate existing conditions in areas of project	38		2	12	24					\$5,550.00
d.Refine preliminary aircraft layout; support and coordinate with civil engineers										
e.Provide basic SD-level engineering systems; support and coordinate with building engineers	18		2	4	8	4				\$2,610.00

f.Perform general code requirement research	6			2		4				\$770.00
g.Assist in preliminary phasing development (with CM/GC)	2		2							\$450.00
h.Assist CM/GC in Schematic Design Cost Estimate.	6		2	4						\$1,070.00
i.Facilitate TSA and FAA review										
j.Meetings / coordination with additional stakeholders (airlines, police)										
k.Assist civil engineer in site design										
l.Facilitate visioning workshops										
m.Schematic Design Review Meetings	24		24							\$5,400.00
Estimated Total Labor	223	2	39	46	80	56	0	0	\$0.00	\$33,665.00
Production Copier									\$140.00	\$140.00
Postage and Freight									\$50.00	\$50.00
Estimated Total Expenses										\$190.00
Mileage										\$0.00
Flight/s (1 person-trips)									\$1,200.00	\$1,200.00
Hotel / Food									\$225.00	\$225.00
Estimated Total Travel										\$1,425.00
<b>Total</b>		<b>\$520.00</b>	<b>\$8,775.00</b>	<b>\$7,130.00</b>	<b>\$10,800.00</b>	<b>\$6,440.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,615.00</b>	<b>\$35,280.00</b>

Entro

III. Design Development (65%)	Total Hours	Founding Partner	Partner	Senior Designer	Designer	Technician	Title	Title		Total Cost per Item
		\$260.00	\$225.00	\$155.00	\$135.00	\$115.00	\$0.00	\$0.00		
a.Refine architectural design concepts and typical conceptual details	44		4	8	16	16				\$6,140.00
b.Provide DD-level engineering system design / coordination; integrate with architecture	69	1	4	16	24	24				\$9,640.00
c.Develop two or three FF&E options	47		6	9	16	16				\$6,745.00
d.Finalize aircraft layout; support and coordinate with civil engineers										
e.Code official meetings, coordination, and drawing review	6			2		4				\$770.00
f.Provide DD-level outline specification and construction document summary	12		4	8						\$2,140.00
g.Phasing refinement and preliminary construction schedule development (with CM/GC)	4		4							\$900.00
h.Facilitate TSA and FAA review including coordination and meetings										
i.Meetings / coordination with additional stakeholders (airlines, police , airport staff)	4		4							\$900.00
j.Assist civil engineer in design development of curbside canopies, landscaping, and site modifications										
k.Assist CM/GC in Design Development Cost Estimate.	6		2	4						\$1,070.00
l.Provide final recommendations for overall scope and construction packaging	6		4	2						\$1,210.00
m.Facilitate visioning workshops										
n.Design Development Design Review Meetings	24		24							\$5,400.00
Estimated Total Labor	222	1	56	49	56	60	0	0	\$0.00	\$34,915.00
Production Copier									\$150.00	\$150.00
Postage and Freight									\$60.00	\$60.00
Estimated Total Expenses										\$210.00
Mileage										\$0.00
Flight/s (1 person-trips)									\$1,200.00	\$1,200.00
Hotel / Food									\$225.00	\$225.00
Estimated Total Travel										\$1,425.00
<b>Total</b>		<b>\$260.00</b>	<b>\$12,600.00</b>	<b>\$7,595.00</b>	<b>\$7,560.00</b>	<b>\$6,900.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,635.00</b>	<b>\$36,550.00</b>



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Northwest Mountain Region  
Colorado · Idaho · Montana · Oregon · Utah  
Washington · Wyoming

Helena Airports District Office  
2725 Skyway Dr., Suite 2  
Helena, MT 59602

November 14, 2022

Mr. Rick Cloutier, Director  
Idaho Falls Regional Airport  
[RCloutier@idahofalls.gov](mailto:RCloutier@idahofalls.gov)

Idaho Falls Regional Airport (IDA)  
Idaho Falls, Idaho  
Grant Number: Multiple TBD  
Engineering Services Design

Dear Director Cloutier:

We have reviewed your scope of work, fee proposal, record of negotiations and Independent Fee Estimate (IFE) for Schematic Design and Design Development efforts by T-O Engineers for the subject project. Based on your analysis, we accept these costs as reasonable. Please maintain a copy of your analysis for future audit purposes.

The fees proposed for the engineering services have been approved, subject to the following conditions:

1. Please note that this is a maximum fee and the sponsor can only be reimbursed for actual costs incurred assuming associated construction work is completed.
2. Any amendments to this engineering agreement will require Federal Aviation Administration (FAA) approval.
3. If the amendments occur after the grant is issued, they will be subject to the availability of funds.
4. Design must conform to FAA standards and specifications.
5. Construction must conform to contract documents.

The following items are approved and appear eligible for federal participation, assuming the associated work is completed.

Task 1 Project Definition and Management =	\$216,766.96
Task 2 Schematic Design (30%) =	\$795,581.72
Task 3 Preliminary Design =	\$890,207.50
Task 4 Additional Services =	\$65,088.26
<b>Grand Total</b>	<b><u>\$1,967,644.44</u></b>



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Northwest Mountain Region  
Colorado · Idaho · Montana · Oregon · Utah  
Washington · Wyoming

Helena Airports District Office  
2725 Skyway Dr., Suite 2  
Helena, MT 59602

We encourage all sponsors to review their engineering services and construction agreements in detail and be familiar with them. Under the AIP, the sponsor is the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues arising from the procurements entered into.

Based on the submitted record of negotiations, we concur with the listed fees established. The fees are fair, reasonable, and the result of good faith negotiations.

Please provide our office with a copy of the executed engineering agreement.

If you have not done so, please submit the following certification:

- **Sponsor Certification for Selection of Consultants.** This certification indicates that you have reviewed and followed the FAA standards and guidance in the selection of your consultant and in the negotiation process, to determine fair and reasonable fees.

If you have questions, please call me at (406) 441-5409.

Sincerely,

A handwritten signature in cursive script that reads "Joe Nye".

Joe Nye, PE  
Lead Engineer  
Helena ADO



# Memorandum

File #: 21-717

City Council Meeting

**FROM:** Duane A. Nelson; Fire Chief  
**DATE:** Tuesday, November 8, 2022  
**DEPARTMENT:** Fire Department

## Subject

Bingham County Ambulance Service Agreement

## Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing

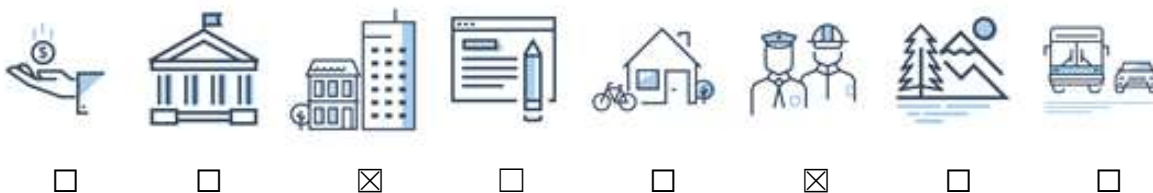
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Ambulance Service Agreement between the CITY and Bingham County and give authorization for the Mayor and Deputy City Clerk to sign necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

This service agreement allows the Fire Department to continue to provide a proficient and cost-effective method of Emergency Medical Transport Services to the residents of Bingham County. This service relationship has been strong for many, many years.

## Alignment with City & Department Planning Objectives



The Ambulance Service Agreement supports community-oriented results through collaboration of city and county governments to improve long-term planning coordination and the establishment of well-equipped emergency apparatus to respond to emergency situations.

## Interdepartmental Coordination

Not applicable

## Fiscal Impact

The City of Idaho Falls will receive Inter-government revenue through this Service Agreement to provide Ambulance Transport Services to the residents of Bingham County. The agreement for 2022-2023 is for agreed upon amount of \$102,047.00

**Legal Review**

Pursuant to the authority vested in the parties by Idaho Code Section §67-2332, the City Attorney has reviewed this agreement and concurs that the desired Council action is within State Statute.

**AMBULANCE SERVICE AGREEMENT BETWEEN  
CITY OF IDAHO FALLS, IDAHO AND BINGHAM COUNTY**

THIS AMBULANCE SERVICE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND BINGHAM COUNTY, IDAHO (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF IDAHO FALLS, IDAHO, a subdivision of the State of Idaho, (hereinafter "CITY") and BINGHAM COUNTY, IDAHO, a subdivision of the State of Idaho (hereinafter "BINGHAM"), effective October 1, 2022, (the "Effective Date").

WHEREAS, CITY is a municipal corporation organized under the laws of the State of Idaho; and

WHEREAS, BINGHAM County (BINGHAM) is a subdivision of the State of Idaho; and

WHEREAS, CITY owns and operates a public ambulance service as part of the City of Idaho Falls Fire and Public Safety Division; and

WHEREAS, BINGHAM has determined that, other than service provided by various cities and municipalities within BINGHAM County and other agencies within BINGHAM County, adequate ambulance services are not reasonably available to the inhabitants of BINGHAM County, and, therefore, BINGHAM wishes to contract with CITY for CITY ambulance service for a portion of the residents and inhabitants of BINGHAM by virtue of this Agreement; and

WHEREAS, this Agreement is not intended in any way to avoid, limit, or restrict any of the authority vested in CITY or BINGHAM regarding ambulance services or any other subject matter; and

WHEREAS, nothing in this Agreement is intended to or should be interpreted to be a Joint Powers Agreement otherwise allowed by the Idaho Code.

NOW THEREFORE, pursuant to the authority vested in the parties by Idaho Code Section 67-2332, the parties agree as follows:

1. Establishment of Ambulance Service. CITY agrees to operate, maintain, and otherwise provide ambulance services to the residents and inhabitants of BINGHAM County, Idaho, in accordance with the terms and conditions of this Agreement. Such services shall be provided in a reasonably prudent, cost effective and efficient manner, consistent with the standards for other public ambulance services similarly situated. The Fire Chief of CITY shall administer and direct the ambulance services established hereby and shall provide periodic reports to BINGHAM upon request regarding the demand and use of

ambulance services within BINGHAM County and regarding the cost of providing such services pursuant to this Agreement.

2. Limitation. Nothing herein shall alter, amend, or otherwise relieve BINGHAM from any duty imposed by law to provide for or otherwise assume the expense of providing medical care or services to the indigent, prisoners, or any other person for whom BINGHAM has independent duty imposed by law to provide medical care. In the event such duty exists, BINGHAM shall pay CITY the rates and charges associated with providing such services, in accordance with the Schedule of Rates and Charges established pursuant to this Agreement and attached hereto as Exhibit "A," as if fully incorporated and transcribed herein.
3. Term. The term of this Agreement shall commence nunc pro tune on October 1, 2022, and shall terminate on September 30, 2023, unless otherwise extended by agreement between the parties.
4. Termination. This Agreement may be terminated at any time, in writing, by either party giving the other party ninety (90) days advance written notice.
5. Payment for Services. In consideration of the operation and maintenance of such ambulance services by CITY pursuant to this Agreement, BINGHAM agrees to pay CITY the sum of One Hundred Two Thousand Forty-Seven dollars (\$102,047.00), for services provided during the term of this Agreement. Such amount shall be paid in twelve (12) equal installments, the first installment to be due and payable on October 1, 2022, and all succeeding installments to be due and payable on the first day of each succeeding month thereafter. CITY agrees that payments received by BINGHAM pursuant to this Agreement, shall be used solely by CITY for purposes of providing ambulance services to BINGHAM.
6. Dispatching Services. All dispatching services for ambulance services provided pursuant to this Agreement shall be provided by and solely governed by the terms and conditions of a separate dispatching agreement between the parties to this Agreement and not by this Agreement.
7. Acquisition of Real and Personal Property. CITY shall purchase, provide, own, and retain ownership of all real and personal property, equipment, and materials necessary for the operation of the ambulance services to be provided pursuant to this Agreement. CITY shall not access or charge any fee or cost to BINGHAM for providing such real or personal property, equipment, and materials, except as expressly set forth in this Agreement.
8. Establishment of Rates and Charges. The parties agree that CITY may establish a system of rates, charges, and fees to be charged to all persons who use or are otherwise provided services by and through the ambulance services in this Agreement. For the term of this Agreement, such rates and charges shall be in the amounts set forth by Idaho Falls City

Council. In the event a procedure or medication is administered to a patient that is not listed in the CITY's rate chart, then such charges shall be reasonable and shall fairly approximate the CITY's cost of providing and administering the same. In such case, all revenues received from such patients shall belong to CITY, provided, however, that such revenue received by CITY shall be used by CITY solely for the purposes of providing ambulance services to BINGHAM pursuant to this Agreement.

9. Insurance. CITY shall purchase and maintain through the term of this Agreement, liability coverage including errors and omissions coverage and general and professional liability coverage, insuring City from liability for property damage, personal injury, or death arising from any act or omission during the course of providing ambulance services in conjunction with the terms of this Agreement. CITY shall obtain and maintain throughout the term of this Agreement, automobile liability coverage insuring CITY and its officers, agents or employees from liability arising from any act or omission committed during the use or operation of ambulance vehicles under the terms and conditions of this Agreement. Such automobile liability insurance coverage shall have a combined single limit of no less than one million dollars (\$1,000,000) or the amount of the monetary limits set forth in Idaho Tort Claims Act under Idaho Code § 6-926, whichever is less.
10. Nature of Relationship. Nothing herein shall be construed to be a Joint Powers Agreement, joint enterprise, joint venture, partnership, or joint undertaking between the parties. It is the sole intent of the parties that CITY shall be considered an independent contractor with respect to its delivery of ambulance services to BINGHAM pursuant to this Agreement. Neither party shall have authority or a right to bind the other to any obligation, debt, or undertaking of any kind whatsoever other than as contemplated in this Agreement.
11. Interpretation of Agreement. This Agreement has been mutually drafted and reviewed by legal counsel for both parties hereto. In the event of any ambiguity in the terms and conditions hereof, no adverse construction shall be drawn against the drafter hereof, it being the parties' intention that this Agreement be construed solely in accordance with the parties' intent as may be evidenced by any extrinsic circumstances demonstrating such intent.
12. Venue and Jurisdiction. 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 of the State of Idaho, BINGHAM County or in the United States District Court for the District of Idaho.
13. Complete Agreement. This writing evidences the complete and final agreement of the parties regarding this subject matter and no other statement, representation or understanding shall be binding, except as expressly set forth in this Agreement or in another written agreement. In particular, this Agreement is intended to supersede all previous ambulance service agreements, by and between the parties hereto.

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

ATTEST:

CITY OF IDAHO FALLS

By \_\_\_\_\_  
Jasmine Marroquin, Deputy City Clerk

By \_\_\_\_\_  
Rebecca L. Noah Casper, Mayor  
SHELLEY FIRTH FIRE DISTRICT

By Scott Seale  
Chair, Shelley Firth Fire Commissioners

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 she is 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.

Notary Public for State of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

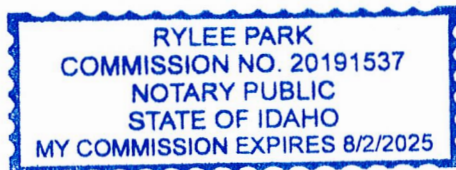
(Seal)



STATE OF IDAHO                    )  
  ) ss.  
County of Bingham                )

On this 2<sup>nd</sup> day of November, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared Scott Garkle, known or identified to me to be the Chair of Shelley Firth Fire District Commissioners, and whose name is subscribed to the within instrument and acknowledged to be that he/she is authorized to execute the same for and on behalf of said County..

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



(Seal)

Notary Public for State of Idaho

Residing at: Shelley ID 83274

My Commission Expires: 8/2/2025

# Memorandum

File #: 21-721

City Council Meeting

**FROM:** Chris H Fredericksen  
**DATE:** Monday, November 14, 2022  
**DEPARTMENT:** Public Works

## Subject

Professional Services Agreement with Forsgren Associates, Inc., for widening of the Idaho Canal Bridge at the 17th Street and Holmes Avenue Intersection.

## Council Action Desired

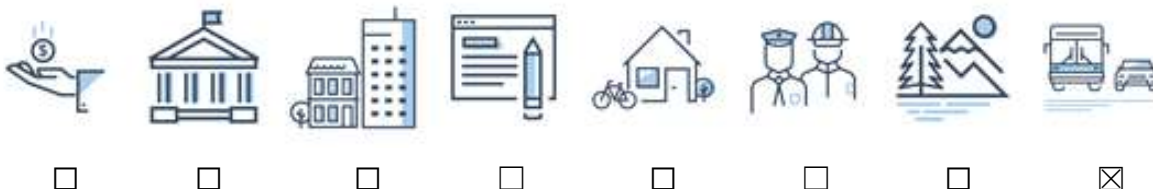
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Professional Services Agreement with Forsgren Associates, Inc., and authorize the Mayor and City Clerk to execute the document (or take other action deemed appropriate).

## Description, Background Information & Purpose

The purpose of this Agreement is to establish a contract to provide engineering design and construction assistance to widen the bridge over the Idaho Canal near the 17th Street and Holmes Avenue intersection. The proposed work will allow for the addition of an eastbound right turn lane for 17th Street traffic turning south onto Holmes Avenue.

## Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable public infrastructure by increasing the safe flow of traffic on arterial streets.

## Interdepartmental Coordination

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

## Fiscal Impact

The agreed cost to perform services is a not-to-exceed amount of \$84,839.00. Funding to complete this work will be provided by ARPA Funds. Sufficient funding and budget authority exist to complete the work associated with the Agreement.

**Legal Review**

The Agreement was prepared by the office of the City Attorney.

2022-76

**AGREEMENT FOR PROFESSIONAL SERVICES FOR 17<sup>th</sup> STREET OVER  
IDAHO CANAL BRIDGE WIDENING BETWEEN FORSGREN  
ASSOCIATES, INC AND THE CITY OF IDAHO FALLS, IDAHO**

THIS AGREEMENT FOR PROFESSIONAL SERVICES FOR 17<sup>th</sup> STREET OVER IDAHO CANAL BRIDGE WIDENING BETWEEN FORSGREN ASSOCIATES, INC., AND THE CITY OF IDAHO FALLS, IDAHO, (“AGREEMENT”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, between City of Idaho Falls, Idaho, a municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (“CITY”), and Forsgren Associates, Inc., whose address is 917 S. Lusk Street, Boise, Idaho 83706 (“CONTRACTOR”).

**W I T N E S S E T H:**

WHEREAS, CITY desires to accept a proposal to provide engineering services associated with the widening of the Bridge over the Idaho Canal at 17th Street and Holmes Avenue; and

WHEREAS, the Public Works Department has selected the above-referenced firm to complete the Scope of Work identified herein; and

WHEREAS, CITY wishes CONTRACTOR to complete the Scope of Work pursuant to this AGREEMENT.

NOW, THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the Parties hereto, as follows:

**SECTION I: SCOPE OF WORK**

A. CITY is adding an eastbound right turn lane at the intersection of 17th Street and Holmes Avenue for traffic traveling east on 17<sup>th</sup> Street and turning south onto Holmes Avenue. CITY intends to widen the bridge located on 17th Street over the Idaho Canal (adjacent to the intersection) to accommodate the right turn lane (“Project”). This Project involves the following work items:

1. Widening of the existing structure to the north side only.
2. Incorporate a structural concrete pedestal into the bridge sidewalk area for the signal pole base.
3. Detail the bridge widening to match into the existing retaining wall along Holmes Avenue, along the east side of the canal on the north side of the bridge.

B. Project Assumptions.

1. CITY shall provide the following items:
  - a) Intersection geometrics.

- b) Field survey, digital terrain model, and CAD topography.
  - c) Layout of signal pole and mast arm and/or pedestrian pole. This includes the anchor bolt pattern and size, weights of each signal and other equipment. It is assumed the signal arm shall be oriented N-S, parallel to the existing bridge walls.
  - d) Number of conduits and sizes to be embedded into the concrete of the widening section for the signal pole and/or pedestrian pole.
2. Actual width of structure widening to be determined based on the intersection geometrics provided by CITY. It is assumed the widening shall be a uniform width.
  3. The structure widening shall consist of the same geometrics and similar overall design to match the existing structure and avoid altering the hydraulics.
  4. The existing railing on the north side of the bridge shall be removed. A raised sidewalk and ITD's new combination railing shall be utilized on the new widened north side of the bridge.
  5. The new ITD combination railing and the existing railing on the existing NE retaining wall have different geometrics. Some minor modification to the existing retaining wall railing is anticipated to be needed at the point where the new railing meets up with the existing.
  6. Hydraulics analysis is not anticipated. CONTRACTOR shall meet with an Idaho Irrigation District representative to verify the water surface elevation. CONTRACTOR shall verify that the Idaho Irrigation Districts agrees with this hydraulics approach.
  7. No geotechnical test holes or analysis is anticipated. The widening shall utilize the same footing size as the existing.
  8. No existing utilities are anticipated to be carried by the bridge, other than the embedded conduits for the signal pole and a future use conduit to be included.
  9. Bridge plans shall utilize ITD bridge CAD standards and standard drawings for efficiency. No Date Panel sheet or date/bridge key number imprint shall be done to the new bridge railing.
  10. Specifications for the Project shall utilize the 2020 ISPWC and the City of Idaho Falls 2022 supplement to the 2020 ISPWC.
  11. CITY shall perform all coordination with the Idaho Irrigation District including submittal of plans for approval.

## **TASK 1: Project Management**

### **1.1. Project Setup & Internal Kickoff Meeting:** CONTRACTOR shall setup the Project in

CONTRACTOR's internal accounting system and setup Project folder and Project Management files on CONTRACTOR's server. CONTRACTOR shall also hold an internal kick-off meeting that shall focus on the Project objectives, communications, and coordination. The internal kick-off meeting is assumed to last for one (1) hour with up to four (4) CONTRACTOR team members (Project Manager, one (1) bridge engineer, one (1) CAD Technician, one (1) CONTRACTOR person from the Idaho Falls office), plus one (1) hour for Project Manager to prepare for meeting and prepare/distribute meeting minutes.

**1.2. Internal Monthly Meetings:** CONTRACTOR shall conduct internal Team meetings once a month for the duration of the Project. These meetings shall focus on design and coordination issues as well as Quality Control implementation. These meetings are assumed to last for one (1) hour and shall include up to three (3) team members.

**1.3. Invoicing and Progress Reports:** This Task shall include preparation and submittal of a monthly invoice and progress report. Invoices and supporting documentation shall include a progress report with a summary of work completed and an invoice for that month's work. It is assumed that each invoice shall take support staff one (1) hour per invoice and an additional one (1) hour of review and check by the Project Manager. Progress reports shall take an additional half (½) hour.

**1.4. Project Administration:** The Project files shall be set up and maintained. It is assumed the Project Manager shall have two (2) hours per month and clerical staff shall have one (1) hour per month. Additionally, time is included for final Project closeout at the contract completion.

#### Assumptions.

Plan development is anticipated to take six (6) months after NTP. Project Management Tasks listed above are based on this six (6) month duration.

#### Deliverables.

Six (6) Regular Monthly Progress Reports & Invoices are anticipated.

### **TASK 2: Final Bridge Plans**

**2.1. Coordination with CITY:** CONTRACTOR shall hold up to four (4) coordination meetings with CITY. The purpose of these meetings shall be to coordinate the widening geometrics and the signal pole location/geometrics and any other items needing coordination between CONTRACTOR's bridge plans and CITY's plans.

#### **2.1.1 Task 2.1 Meeting Assumptions.**

CITY's coordination meetings shall last no longer than one (1) hour each plus preparation time and filing of notes and post meeting coordination with other staff. These meetings shall be held via Teams or other Video Conferencing and



attended by two (2) CONTRACTOR personnel, the Project Manager and Bridge Engineer.

**2.2. Prepare Bridge Plans:** The following sheets shall be prepared:

Anticipated Bridge Sheet List (11"x17" pdfs)	
Sheet Description	Number of Sheets
Situation and Layout	1
Sheet Index, Quantities, & Vicinity Map	1
Design and General Notes	1
Removal Details	1
Bridge Widening Details	2
NW& NE Wingwall & Tie-in to Exist. Retaining Wall Details	2
Signal/Pedestrian Pole Pedestal Details	1
Miscellaneous Details	1
ITD Combination Railing Details (B13.4A-1 & 2)	2
Metal Reinforcement Sheet	1
Total Sheets by CONTRACTOR =	13

- 2.2.1.** Situation and Layout (1 sheet): This sheet shall consist of three (3) views: Plan, Elevation, and Typical Section (Barrel). It shall also include a profile data and flow data (as provided by Idaho Irrigation District). A profile grade detail shall be shown with data supplied by CITY or it shall utilize the record drawing profile grade.
- 2.2.2.** Sheet Index, Quantities, & Vicinity Map (1 sheet): This sheet contains the Sheet Index, Quantities, & Vicinity Map.
- 2.2.3.** Design and General Notes (1 sheet): This sheet contains the design notes and general notes for the bridge plans.
- 2.2.4.** Removal Details (1 sheet): Removals of the existing wingwalls on the north side of the bridge along with partial removal of the existing retaining wall along Holmes Avenue shall be shown. A portion of the existing north side bridge shall likely need to be removed to expose rebar to tie in the new widening to the existing structure. Removal of the existing north side bridge railing and sidewalk shall also be detailed.
- 2.2.5.** Bridge Widening Details (2 sheets): Details shall be prepared to show tie-in details of the new bridge widening into the existing bridge. Details will include:
- (1) Overall plan view showing geometrics and new rebar for the slab.
  - (2) Section showing the barrel (looking north) reinforcement.

(3) Two (2) Sections showing the exterior and interior wall geometrics and reinforcement (looking either east or west).

(4) Details for the footing and sidewalk.

**2.2.6.** NW & NE Wingwall & Tie-in to Existing Retaining Wall Details (2 sheets): This sheet shall detail the NW & NE wingwall geometrics and rebar. The NE wingwall shall intersect with the existing retaining wall and details shall be provided to show how the two meetup.

**2.2.7.** Signal/Pedestrian Pole Pedestal Details (1 sheet): This sheet shall detail a pedestal for the signal poles. The pedestal is anticipated to be circular and provide the structural base for the signal pole. This sheet shall also show the conduits that are to be embedded into the bridge widening. If needed, a detail for a ped pole base/connection shall be provided.

**2.2.8.** Miscellaneous Details (1 Sheet): This sheet is for miscellaneous details needed to supplement work on the other listed sheets.

**2.2.9.** ITD Combination Railing Details (B13.4A-1 & 2) (2 Sheets): These sheets shall utilize the ITD's standard combination railing sheets. Some modification shall be necessary due to the non-standard tie-in to the existing retaining wall along Holmes Avenue.

**2.2.10.** Metal Reinforcement Sheet (1 Sheet): This sheet shall detail the metal reinforcement needed for the bridge widening.

**2.3. Structural Calculations:** Structural calculations shall be prepared and documented into a calculations package. Anticipated calculations include:

- A. Design Bridge Widening (2-barrel, cast-in-place "stiff-leg")
- B. Concrete footing design
- C. NW & NE Wingwall designs.
- D. Signal pole pedestal.
- E. Quantities & Opinion of Probable Cost (Bridge items only)
- F. Contract Time (Bridge only)

**2.4. Special Provisions & Contractor Notes:** Bridge related special provisions ("SPs") and contractor notes shall be prepared. CONTRACTOR shall send the SPs and contractor notes in a Word file to CITY for inclusion into the overall Project specifications package. The following are anticipated:

- A. Adjustment to concrete specifications to provide ASR testing/mitigation and other adjustments needed for bridge related work.
- B. Specific notes to provide direction on removal and tie-in between the new and old structure, if additional clarity is needed beyond what is shown on the plans.
- C. Up to two (2) additional specification modifications.

**2.5. Final Design Review Meeting:** A Final Design Review Meeting shall be held via Teams or other video conference to discuss comments generated from CITY's review. The meeting is anticipated to be no longer than two (2) hours and shall be attended by CONTRACTOR's Project Manager and Bridge Engineer.

Deliverables.

- A. Final Bridge Plan Set.
- B. Special Provisions & Contractor Notes.
- C. Structural Calculations.

**TASK 3: PS&E Revisions.**

**3.1.** CONTRACTOR shall complete revisions to the plans package based on comments from the Final Design Review Meeting.

Assumptions

Only minor comments and revisions are anticipated.

Deliverables

- A. Stamped & Signed Bridge Plan Set. Plans shall be in pdf format and digitally stamped and signed.
- B. Special Provisions & Contractor Notes in a Word file.
- C. Structural Calculations. Calculations package shall be in pdf format and digitally stamped and signed.

**TASK 4: Services During Construction**

**4.1. Construction Submittal Review Support:** CITY shall review shop drawings and other submittals. CONTRACTOR shall support CITY for these reviews as requested. Should this Task exceed the hours in the attached manhour, additional budget shall be required.

- A. Metal railing for combination railing.

- B. Reinforcement shop drawings.

**4.2. Site Visit During Construction:** One (1) site visit during construction is budgeted.

Assumptions.

- A. No more than two (2) reviews of each shop drawing or submittal are anticipated.
- B. CITY shall review CONTRACTOR's concrete mix design and any other material related submittals other than those specifically listed in 4.1 above.
- C. Site visit shall be utilized only if a construction related issue requires a visit by CONTRACTOR or if requested by CITY. No more than two (2) hours on-site is anticipated.

**SECTION II:**

- A. Independent Contractor.

The contracting Parties warrant by their signature that no employer/employee relationship is established between CONTRACTOR and CITY by the terms of this AGREEMENT. It is understood by the Parties hereto that CONTRACTOR is an independent contractor and as such neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

- B. Fees and Conditions for Professional Services.

- 1. Payment for all services described in this AGREEMENT is provided in accordance with the cost described in Section II.B.2. of this AGREEMENT.
- 2. The not-to-exceed cost for CONTRACTOR's services for Project as described in Section I, Scope of Work, shall be eighty-four thousand eight hundred thirty-nine dollars (\$84,839), as described in Appendix "A".

- C. Project Schedule.

- 1. NTP is anticipated no later than 12/5/2022.
- 2. A 6-month schedule is anticipated from NTP to PS&E submittal.

**SECTION III:**

- A. Termination of Agreement.

Either Party may terminate this AGREEMENT with thirty (30) days' written notice without cause and without further liability to either Party except as designated by this

section. In the event of termination, CONTRACTOR shall be paid for services performed to termination date, based upon the work completed.

B. Extent of Agreement.

This AGREEMENT may be amended only by written instrument signed by both Parties hereto.

C. CONTRACTOR'S Insurance.

In performance of professional services, CONTRACTOR shall use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession; and no other warranty, either expressed or implied, is made in connection with rendering CONTRACTOR's services.

D. Indemnification.

CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of CONTRACTOR in the performance of professional services under this AGREEMENT, to the extent that CONTRACTOR is responsible for such damages, liabilities, and costs on a comparative basis of fault and responsibility between CONTRACTOR and CITY. CONTRACTOR shall not be obligated to indemnify CITY for CITY's sole negligence.

E. Costs and Attorney Fees.

In the event either Party incurs legal expenses to enforce the terms and conditions of this AGREEMENT, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

F. Jurisdiction and Venue.

It is agreed that this AGREEMENT shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

G. Binding of Successors.

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to the other Parties to this AGREEMENT and to the partner, successors, assigns, and legal representatives of such other Parties with respect to all covenants of this AGREEMENT.

H. Modification and Assignability of Agreement.

This AGREEMENT contains the entire agreement between the Parties concerning the professional services, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This AGREEMENT may not be enlarged, modified, or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this AGREEMENT as if named specifically herein.

I. CITY'S Representatives.

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

J. Non-discrimination.

CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

K. 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 CONTRACTOR employs ten (10) or more persons, CONTRACTOR 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.

IN WITNESS WHEREOF, the Parties hereto have executed the foregoing AGREEMENT as indicated above.

ATTEST:

"CITY"  
City of Idaho Falls, Idaho

By \_\_\_\_\_  
Jasmine Marroquin, Deputy City Clerk

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



"CONTRACTOR"  
Forsgren Associates, Inc.

By 

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, a municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)

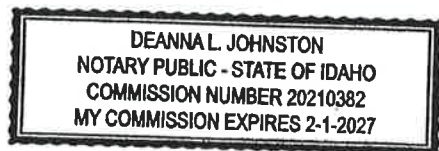
\_\_\_\_\_  
Notary Public of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF Idaho )  
 ) ss:  
County of Ada )

On this 7th day of November, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared Brent Schiller, known or identified to me to be the Project Manager for Forsgren Associates, and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of Forsgren Associates.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)



Deanna L. Johnston  
Notary Public of Idaho  
Residing at: Ada County  
My Commission Expires: 02-01-2027



## SCOPE OF WORK

### 17th St. over Idaho Canal Bridge Widening City of Idaho Falls

#### **Project Description**

The City is adding an eastbound right turn lane at the intersection of 17<sup>th</sup> Street & Holmes Avenue for traffic traveling east on 17<sup>th</sup> Street and turning south onto Holmes Ave. The purpose of this project is to widen the bridge located on 17<sup>th</sup> Street over the Idaho Canal (adjacent to the intersection) to accommodate the right turn lane. This project involves the following work items:

1. Widening of the existing structure to the north side only.
2. Incorporate a structural concrete pedestal into the bridge sidewalk area for the signal pole base.
3. Detail the bridge widening to match into the existing retaining wall along Holmes Avenue, along the east side of the canal on the north side of the bridge.

#### **Project Team Roles**

- Forsgren Associates (FA) – bridge plans.
- City of Idaho Falls (City) – all other disciplines.

#### **Schedule**

- NTP is anticipated no later than 12/5/2022.
- A 6-month schedule is anticipated from NTP to PS&E submittal.

#### **Project Assumptions**

- 1) The City will provide the following items:
  - a) Intersection geometrics
  - b) Field survey, digital terrain model, and CAD topography.
  - c) Layout of signal pole and mast arm and/or pedestrian pole. This includes the anchor bolt pattern and size, weights of each signal and other equipment. It is assumed the signal arm will be oriented N-S, parallel to the existing bridge walls.
  - d) Number of conduits and sizes to be embedded into the concrete of the widening section for the signal pole and/or pedestrian pole.
- 2) Actual width of structure widening to be determined based on the intersection geometrics provided by the City. It is assumed the widening will be a uniform width.
- 3) The structure widening will consist of the same geometrics and similar overall design to match the existing structure and avoid altering the hydraulics.

- 4) The existing railing on the north side of the bridge will be removed. A raised sidewalk and ITD's new combination railing will be utilized on the new widened north side of the bridge.
- 5) The new ITD combination railing and the existing railing on the existing NE retaining wall have different geometrics. Some minor modification to the existing retaining wall railing is anticipated to be needed at the point where the new railing meets up with the existing.
- 6) Hydraulics analysis is not anticipated. Forsgren will meet with an Idaho Irrigation District representative to verify the water surface elevation. We will verify they agree with this hydraulics approach.
- 7) No geotechnical test holes or analysis is anticipated. The widening will utilize the same footing size as the existing.
- 8) No existing utilities are anticipated to be carried by the bridge, other than the embedded conduits for the signal pole and a future use conduit to be included.
- 9) Bridge plans will utilize ITD bridge CAD standards and standard drawings for efficiency. No Date Panel sheet or date/bridge key number imprint will be done to the new bridge railing.
- 10) Specifications for the project will utilize the 2020 ISPWC and the City of Idaho Falls 2022 supplement to the 2020 ISPWC.
- 11) The City will coordinate will perform all coordination with the Idaho Irrigation District including submittal of plans for approval.

## **Task Outline**

### **1. Project Management**

- 1.1. Project Setup & Internal Kickoff Meeting:** Forsgren Associates (FA) will setup the project in our internal accounting system and setup project folder and PM management files on our server. FA will also hold an internal kick-off meeting that will focus on the project objectives, communications, and coordination. The internal kick-off meeting is assumed to last for 1 hour with up to 4 FA team members (PM, 1 bridge engineer, 1 CAD Technician, 1 FA person from the Idaho Falls office), plus 1 hour for PM to prepare for meeting and prepare/distribute meeting minutes.
- 1.2. Internal Monthly Meetings:** FA will conduct internal Team meetings once a month for the duration of the project. These meetings will focus on design and coordination issues as well as QC implementation. These meetings are assumed to last for one hour and will include up to 3 team members.
- 1.3. Invoicing and Progress Reports:** This task will include preparation and submittal of a monthly invoice and progress report. Invoices and supporting documentation will include a progress report with a summary of work completed and an invoice for that month's work. It is assumed that each invoice will take support staff 1 hour per invoice and an additional 1 hour of review and check by the Project Manager. Progress reports will take an additional ½ hour.
- 1.4. Project Administration:** The project files will be set up and maintained. It is assumed the PM will have 2 hours per month and clerical staff will have 1 hour per month. Additionally, time is included for final project closeout at the contract completion.

### **Assumptions**

- Plan development is anticipated to take 6 months after NTP. Project Management tasks listed above are based on this 6-month duration.

### **Deliverables**

- 6 Regular Monthly Progress Reports & Invoices are anticipated.

## **2. Final Bridge Plans**

- 2.1. Coordination with City of Idaho Falls:** FA will hold up to 4 coordination meetings with the City of Idaho Falls (City). The purpose of these meetings will be to coordinate the widening geometrics and the signal pole location/geometrics and any other items needing coordination between Forsgren's bridge plans and the City's plans.

### **Task 2.1 Meeting Assumptions**

- City coordination meetings will last no longer than 1 hour each plus preparation time and filing of notes and post meeting coordination with other staff. These meetings will be held via Teams or other Video Conferencing and attended by 2 FA personnel, the PM and Bridge Engineer.

- 2.2. Prepare Bridge Plans:** The following sheets will be prepared:

**Anticipated Bridge Sheet List (11"x17" pdfs)**

<b>Sheet Description</b>	<b># of Shts</b>
Situation and Layout	1
Sheet Index, Quantities, & Vicinity Map	1
Design and General Notes	1
Removal Details	1
Bridge Widening Details	2
NW& NE Wingwall & Tie-in to Exist. Retaining Wall Details	2
Signal/Pedestrian Pole Pedestal Details	1
Miscellaneous Details	1
ITD Combination Railing Details (B13.4A-1 & 2)	2
Metal Reinforcement Sheet	1
<b>Total Sheets by Forsgren =</b>	<b>13</b>

- Situation and Layout (1 sheet) – This sheet will consist of 3 views: Plan, Elevation, and Typical Section (Barrel). It will also include a profile data and flow data (as provided by Idaho Irrigation District). A profile grade detail will be shown with data supplied by the City or it will utilize the record drawing profile grade.
- Sheet Index, Quantities, & Vicinity Map (1 sheet) – This sheet contains the Sheet Index, Quantities, & Vicinity Map.

- Design and General Notes (1 sheet) – This sheet contains the design notes and general notes for the bridge plans.
- Removal Details (1 sheet) – Removals of the existing wingwalls on the north side of the bridge along with partial removal of the existing retaining wall along Holmes Avenue will be shown. A portion of the existing north side bridge will likely need to be removed to expose rebar to tie in the new widening to the existing structure. Removal of the existing north side bridge railing and sidewalk will also be detailed.
- Bridge Widening Details (2 sheets) – Details will be prepared to show tie-in details of the new bridge widening into the existing bridge. Details will include:
  - Overall plan view showing geometrics and new rebar for the slab.
  - Section showing the barrel (looking north) reinforcement.
  - 2 Sections showing the exterior and interior wall geometrics and reinforcement (looking either east or west).
  - Details for the footing and sidewalk.
- NW & NE Wingwall & Tie-in to Existing Retaining Wall Details (2 sheets) – This sheet will detail the NW & NE wingwall geometrics and rebar. The NE wingwall will intersect with the existing retaining wall and details will be provided to show how the two meetup.
- Signal/Pedestrian Pole Pedestal Details (1 sheet) – This sheet will detail a pedestal for the signal poles. The pedestal is anticipated to be circular and provide the structural base for the signal pole. This sheet will also show the conduits that are to be embedded into the bridge widening. If needed, a detail for a ped pole base/connection will be provided.
- Miscellaneous Details (1 Sheet) – This sheet is for miscellaneous details needed to supplement work on the other listed sheets.
- ITD Combination Railing Details (B13.4A-1 & 2) (2 Sheets) – These sheets will utilize the ITD's standard combination railing sheets. Some modification will be necessary due to the non-standard tie-in to the existing retaining wall along Holmes Avenue.
- Metal Reinforcement Sheet (1 Sheet) – This sheet will detail the metal reinforcement needed for the bridge widening.

**2.3. Structural Calculations:** Structural calculations will be prepared and documented into a calculations package. Anticipated calculations include:

- Design Bridge Widening (2-barrel, cast-in-place “stiff-leg”)
- Concrete footing design
- NW & NE Wingwall designs.
- Signal pole pedestal.
- Quantities & Opinion of Probable Cost (Bridge items only)
- Contract Time (Bridge only)



**2.4. Special Provisions & Contractor Notes:** Bridge related special provisions (SPs) and contractor notes will be prepared. Forsgren will send the SPs and contractor notes in a Word file to the City for inclusion into the overall project specifications package. The following are anticipated:

- Adjustment to concrete specifications to provide ASR testing/mitigation and other adjustments needed for bridge related work.
- Specific notes to provide direction on removal and tie-in between the new and old structure, if additional clarity is needed beyond what is shown on the plans.
- Up to 2 additional specification modifications.

**2.5. Final Design Review Meeting:** A Final Design Review Meeting will be held via Teams or other video conference to discuss comments generated from the City's review. The meeting is anticipated to be no longer than 2 hrs and will be attended by FA's PM and Bridge Engineer.

**Deliverables**

- Final Bridge Plan Set
- Special Provisions & Contractor Notes
- Structural Calculations

**3. PS&E Revisions** - FA will complete revisions to the plans package based on comments from the Final Design Review Meeting.

**Assumptions**

- Only minor comments and revisions are anticipated

**Deliverables**

- Stamped & Signed Bridge Plan Set. Plans will be in pdf format and digitally stamped and signed.
- Special Provisions & Contractor Notes in a Word file.
- Structural Calculations. Calculations package will be in pdf format and digitally stamped and signed.

**4. Services During Construction**

**4.1. Construction Submittal Review Support:** The City will review shop drawings and other submittals. Forsgren will support the City for these reviews as requested. Should this task exceed the hours in the attached manhour, additional budget will be required.

- Metal railing for combination railing.
- Reinforcement shop drawings.

**4.2. Site Visit During Construction:** One site visit during construction is budgeted.

**Assumptions**

- No more than 2 reviews of each shop drawing or submittal are anticipated.

- The City will review the contractor's concrete mix design and any other material related submittals other than those specifically listed in 4.1 above.
- Site visit will be utilized only if a construction related issue requires a visit by Forsgren or if requested by the City. No more than 2 hours on-site is anticipated.

**17th Street over Idaho Falls Canal  
Bridge Widening**

TASK #	TASK DESCRIPTION	FA TOTAL HOURS	Project Manager	QA (Sr. Ind. Rvw)	QC (Checker)	Bridge Designer	Bridge CADD	Engineer	Clerical	Principal
<b>1.0</b>	<b>Project Management</b>	<b>64.50</b>	<b>30.00</b>	<b>0.00</b>	<b>2.00</b>	<b>7.00</b>	<b>3.00</b>	<b>3.00</b>	<b>18.00</b>	<b>1.50</b>
1.1	Project Setup & Internal Kick-off Meeting	14.00	7.00			1.00	1.00	1.00	4.00	
1.2	Internal Monthly Meetings	18.00	6.00		2.00	6.00	2.00	2.00		
1.3	Invoicing and Progress Reports	16.50	9.00						6.00	1.50
1.4	Project Administration	16.00	8.00						8.00	
<b>2.0</b>	<b>Final Bridge Plans</b>	<b>476.00</b>	<b>10.00</b>	<b>16.00</b>	<b>82.00</b>	<b>190.00</b>	<b>178.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
2.1	Coordination with City of Idaho Falls									
	Coordination with City of Idaho Falls	16.00	8.00			8.00				
2.2	Prepare Bridge Plans	8.00		8.00						
	Situation and Layout	1	21.00		3.00	6.00	12.00			
	Sheet Index, Quantities, & Vicinity Map	1	7.00		1.00	2.00	4.00			
	Design and General Notes	1	14.00		4.00	4.00	6.00			
	Removal Details	1	40.00		4.00	12.00	24.00			
	Bridge Widening Details	2	70.00		10.00	20.00	40.00			
	NW & NE Wingwall & Tie-in to Existing Ret. Wall	2	36.00		4.00	8.00	24.00			
	Signal/Ped Pole Pedestal Details	1	26.00		2.00	8.00	16.00			
	Miscellaneous Details	1	34.00		2.00	8.00	24.00			
	ITD Comb. Railing (B13.4A-1 & 2)	2	26.00		2.00	8.00	16.00			
	Metal Reinforcement Sheet	1	18.00			6.00	12.00			

**17th Street over Idaho Falls Canal  
Bridge Widening**

TASK #	TASK DESCRIPTION	FA TOTAL HOURS	Project Manager	QA (Sr. Ind. Rvw)	QC (Checker)	Bridge Designer	Bridge CADD	Engineer	Clerical	Principal
2.3	Structural Calculations	6.00		6.00						
	Design Bridge Widening	60.00			20.00	40.00				
	Concrete footing design	6.00			2.00	4.00				
	NW & NE Wingwall designs	24.00			8.00	16.00				
	Signal Pole Pedestal	16.00			6.00	10.00				
	Quantities & Opinion of Probable Cost	16.00			8.00	8.00				
	Contract Time	6.00			2.00	4.00				
2.4	Special Provisions & Contractor Notes	22.00		2.00	4.00	16.00				
2.5	Final Design Review Meeting	4.00	2.00			2.00				
<b>3.0</b>	<b>PS&amp;E Revisions</b>	<b>29.00</b>	<b>0.00</b>	<b>3.00</b>	<b>4.00</b>	<b>10.00</b>	<b>12.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	Plan Set	21.00		1.00	2.00	6.00	12.00			
	Special Provisions & Contractor Notes	4.00		1.00	1.00	2.00				
	Structural Calculations	4.00		1.00	1.00	2.00				
<b>4.0</b>	<b>Services During Construction</b>	<b>15.00</b>	<b>15.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
4.1	Shop Drawing & Submittal Review									
	Metal Railing for Combination Railing	2.00	2.00							
	Reinforcement Shop Drawings	3.00	3.00							
4.2	Site Visit During Construction	10.00	10.00							

17th Street over Idaho Falls Canal  
Bridge Widening

TASK #	TASK DESCRIPTION	FA TOTAL HOURS	Project Manager	QA (Sr. Ind. Rvw)	QC (Checker)	Bridge Designer	Bridge CADD	Engineer	Clerical	Principal
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**Summary of Hours Per Task**

1.0	Project Management	64.50	30.00	0.00	2.00	7.00	3.00	3.00	18.00	1.50
2.0	Final Bridge Plans	476.00	10.00	16.00	82.00	190.00	178.00	0.00	0.00	0.00
3.0	PS&E Revisions	29.00	0.00	3.00	4.00	10.00	12.00	0.00	0.00	0.00
4.0	Services During Construction	15.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL LABOR HOURS</b>		<b>584.50</b>	<b>55.00</b>	<b>19.00</b>	<b>88.00</b>	<b>207.00</b>	<b>193.00</b>	<b>3.00</b>	<b>18.00</b>	<b>1.50</b>

## A. SUMMARY ESTIMATED MAN-DAY COSTS

Role	Name	Man-Hours	Hourly Rate	Raw Labor Cost
Project Manager	Brent Schiller	55.00	@ \$75.00	\$4,125.00
QA (Sr. Ind. Rvw)	Ryan Sherman	19.00	@ \$60.00	\$1,140.00
QC (Checker)	Kayla Jacobsen	88.00	@ \$45.00	\$3,960.00
Bridge Designer	Barrie Jo Moss	207.00	@ \$35.50	\$7,348.50
Bridge CADD	Tracy Ghan	193.00	@ \$45.00	\$8,685.00
Engineer	Camille Miller	3.00	@ \$44.71	\$134.13
Clerical	Deanna Johnston	18.00	@ \$23.00	\$414.00
Principal	Stephen Waldringer	1.50	@ \$90.00	\$135.00
Total Man-Hours =		584.50	Labor Cost =	\$25,941.63

Adjustment for anticipated wage rate increases in early 2023<sup>5</sup> = \$1,383.55

**Total Adjusted Labor Cost = \$27,325.18**

## B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost      Approved Overhead Rate      =      **\$46,805.31**

\$27,325.18      X      171.29%      =

## C. NET FEE

Total Raw Labor & Overhead      NET FEE<sup>1</sup>      =      **\$10,007.62**

\$74,130.49      X      13.5%      =

## D. FCCM

Total Raw Labor Cost      Approved FCCM Rate      =      **\$46.45**

\$27,325.18      X      0.17%      =

**TOTAL LABOR      \$84,184.56**

## E. OUT-OF-POCKET EXPENSE SUMMARY

Out-of-Pocket Expense Description	Unit	Estimated Amount	Unit Cost	Estimated Expense
1) Company Vehicle Mileage <sup>2</sup>	Miles	---	@ \$ 0.625 = \$	-
2) Rental Car	Days	2	@ \$ 120.00 = \$	240.00
3) Fuel for Rental Car <sup>3</sup>	Miles	600	@ \$ 0.250 = \$	150.00
4) Per Diem <sup>2</sup>	Days	2	@ \$ 59.00 = \$	118.00
5) Lodging <sup>6</sup>	Days	1	@ \$ 130.00 = \$	130.00
6) Taxes on Lodging <sup>4</sup>	Days	1	@ \$ 16.90 = \$	16.90
<b>TOTAL ESTIMATED EXPENSE</b>				<b>= \$ 654.90</b>

**TOTAL<sup>7</sup> = \$84,839**

### Footnotes

- 1) Negotiated % Fee
- 2) As per the "FY22 FEDERAL PER DIEM RATES FOR IDAHO"
- 3) Fuel for rental cars assumes \$5.00/Gallon at 20 MPG = \$0.250/Mile
- 4) Based on approximate lodging taxes of 13% x Lodging Rate.
- 5) Assumed 8% wage increase & then ratioed by 2/3 (4 of 6 months) to account for raises being implemented in early 2023.
- 6) Rate reflects Idaho Falls Hotel Rates found on the web.
- 7) Rounded to nearest dollar.

**FORSGREN**  
*Associates Inc.*  
**Bridge & Structures**  
**QA/QC Manual**

Version 1.1

November 19, 2019



## QA/QC Process

Our QA/QC process will follow the flowchart shown below. Depending on the client, the QC and QA names may be switched, but the primary roles are an Originator, a Checker, and a Senior Independent Reviewer (SIR).

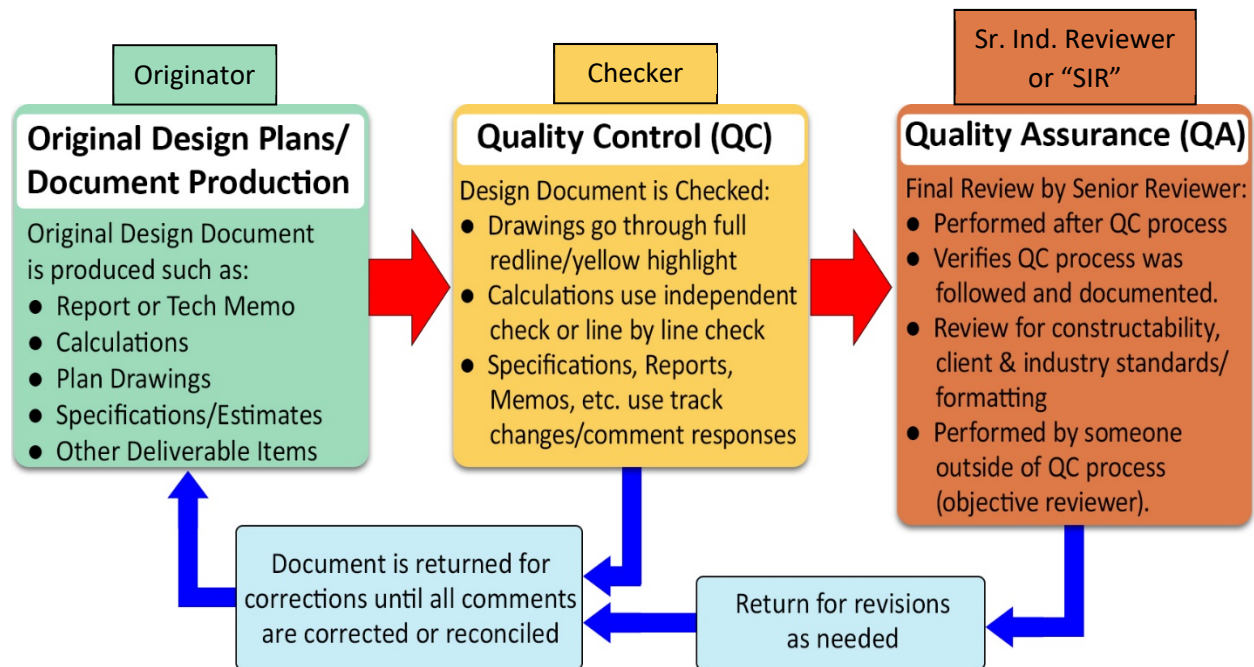


Figure 1 – QA/QC Flowchart

## Definition of Roles:

Role	Role Description	Engineer
Originator	Person creating the original document such as design plans, calculations, reports, etc.	EIT or PE or CADD
Quality Control (QC) or "Checker"	Quality control is the act of reviewing and checking deliverables or item supporting deliverables. This is a line by line check or an independent calculation, if applicable. This is meant to be a thorough in-depth check.	Usually a PE. EIT is allowed if experienced/qualified in the design <u>and</u> originator was a PE (PE will stamp)
Quality Assurance (QA) or Senior Independent Reviewer (SIR)	Quality Assurance is a review, typically from a senior level reviewer, who gives an objective review of the overall deliverable. It consists of the steps needed to verify QC was done, but it is NOT a QC review. It is a "high altitude" observation or review that is looking for constructability, to see that client/industry standards are met, and checking the files for conformance with this QA/QC policy. It should NEVER be relied upon as an in-depth check.	Sr. Level PE

## Check Print

Our QA/QC process will be documented by using the check print stamp shown in Figure 2. Use this stamp on a cover sheet or on the first page of the document being checked. Only one check print stamp needs to be used for a set of calculations, plan set, or other document that is checked as a set at the same time.

The bottom box of the check print labeled “Verify Plans Match Calculations” shall be used when checking plan sheets against calculations. Otherwise add “N/A” to the blank field.

The check print must be filled out at the time checks are being performed. It is the responsibility of both the Originator & Checker to ensure this gets done. If the Sr. Reviewer (SIR) does not see the check print stamp fully filled out on all documents, it will be returned to the Originator/Checker to be finalized.

<b>CHECK PRINT</b>	
Print No. _____	
Originator: _____	Date: _____
Checker: _____	Date: _____
Review & Reconcile: _____	Date: _____
Corrected: _____	Date: _____
Verified: _____	Date: _____

<b>VERIFY PLANS MATCH CALCULATIONS</b>	
✓ against plans: _____	Date: _____

Figure 2 – Check Print Stamp

**\*\*\*ABSOLUTELY NO SUBMITTALS GO IN WITHOUT A SIGN-OFF FROM A SIR\*\*\***

## Color Code

Our QA/QC process will use a color code as follows:

### Checker Color Code:

- **Yellow** highlight is used for correct items
- A **red check** or **slash** can be used beside each line when verifying calculations on a line-by-line basis.
- **Red** for corrections, additions, or deletions (Use **Green** for deletions on CADD drawings)
- **Blue** for notes, comments, clarifications
- When verifying that corrections were incorporated, highlight comments off in **orange**.

### Originator Review/Reconile Color Code:

- Uses a **Purple Check Mark** to indicate agreement with comment.
- If comment is agreed upon by both originator & checker to not be incorporated, indicate “**STET**” and **cross out comment**; both in **Purple**.
- After each revision is made, circle the comment in **Purple** to indicate revision was incorporated.

Color Code is demonstrated on the next page.

## Process & Color Code

Person	Task/Color Code	Example
Originate Check Print (Originator/Designer)	Create Check Print, add print #, initial & date "Originator" line, place in correct file folder under project.	"Corections, Additions or Deletions"
Checker (QC)	<p>In-depth check of document:</p> <ul style="list-style-type: none"> <li>• <b>Yellow</b> highlight is used for correct items</li> <li>• A <b>red check</b> or <b>slash</b> can be used beside each line when verifying calculations on a line-by-line basis.</li> <li>• <b>Red</b> for corrections, additions, or deletions</li> <li>• <b>Blue</b> for notes, comments, clarifications</li> <li>• Checker should initial &amp; date the "Checker" line &amp; then notify Originator its ready for their backcheck (Review &amp; Reconcile Stage below).</li> </ul>	
Review & Reconcile (Originator/Designer)	<p>When comments from Checker are received, Originator back-checks comments and:</p> <ul style="list-style-type: none"> <li>• Uses a <b>Purple Check Mark</b> to indicate agreement with comment.</li> <li>• If Originator does not agree, discuss with Checker until you <u>both</u> concur.</li> <li>• Indicate "<b>STET</b>" and <b>cross out comment</b>; both in <b>Purple</b>.</li> <li>• Originator should initial &amp; date the "Back-Check" line &amp; then correct the document per agreed upon revisions.</li> </ul>	
Corrected (Originator/Designer)	<ul style="list-style-type: none"> <li>• After each revision is made, circle the comment in <b>Purple</b> to indicate revision was incorporated.</li> <li>• Include a "clean" version of updated calculations, plan sheets, report, etc. that can be used by the Checker to verify revisions were incorporated.</li> <li>• Originator should initial &amp; date the "Corrected" line &amp; then notify the Checker they can verify.</li> </ul>	
Verified (Checker/QC)	<ul style="list-style-type: none"> <li>• Checker verifies that agreed upon revisions were made and highlights these off in <b>orange</b>.</li> <li>• If all items are incorporated, initial and date the "Verified" line &amp; then notify Originator they can rename and place the clean document into the appropriate QAQC folder.</li> <li>• If there are missed revisions, simply return to Originator to finish revisions and then continue verification before closing out.</li> <li>• If there are further significant revisions, Checker shall make additional comments or revisions in the clean document, add a new cover sheet and Check Print Number, and then give to the Originator for Back-Check. Originator should initial and date both the "Originator" and "Checker" lines for the new Check Print.</li> </ul>	

## Document Check Description

Document Type	Description of Check
Reports, Technical Memos, Specs, Estimates	Use Track Changes in Word OR markup a pdf or hardcopy.
Calculations	Options include 1) Full line by line yellow highlight, 2) line by line red check marks, or 3) independent calculation set
Plan Drawings	Intermediate redline sets between engineer/CAD do not need to be saved. Prior to a submittal, a full yellow line set of each plan sheet to be submitted needs to go through the full QA/QC process and documented.
Other Deliverables	If a deliverable does not fit one of the above, then consult with Bridge Manager for appropriate review

## Calculations

Things to remember when doing calculations:

- 1) Try to setup your calculations so that another engineer, whether on our staff or a client, can pickup your calcs and clearly understand your intent.
- 2) Note the codes/references (and version/year) being used at the beginning of the calculations.
- 3) When you use a code/reference, note the code and section and/or page # where you are pulling info or equations from.
- 4) Be neat & organized! Also, do not try to take up every bit of space available on a page, it gets too cluttered and hard to follow.
- 5) Don't be afraid to add comments or assumptions to clarify your intent.
- 6) Add sketches to help clarify your approach, don't be afraid of having too many sketches!
- 7) SUMMARIZE your design at the end of the calcs.
  - a) Sketch sections and views to clearly show & callout rebar detailing
  - b) summarize quantities, sketch geometry, etc.
  - c) If anyone other than you picks up your calculations, they should be able to go to the summary at the end and pull the information they need.
  - d) If there is data that is needed to put on the plans, make sure it's in the summary! For example, ITD Bridge has standard foundation design data they want put on the plan sheets, when doing the foundation calcs this information should be in the summary.
  - e) Your summary/sketches should be put in the original draft, don't wait until the calcs are checked and add them in later.
- 8) Both Checker & SIR should look at the calculations for format, neatness, ability to follow, appropriate sketches & summary. If any of these are lacking, return to originator.

## File Organization

Use the following file organization for all projects that have bridge (or structural) design:

- Office/Design/Structural/
    - Client Submittals
    - Client Approved Docs
    - Client Comments
    - Calculations
      - Preliminary Layout
      - Abutment
      - Pier
      - Girder
      - Deck
      - Load Rating
      - Quantities
      - Cost Estimate
      - SPs & Specs
      - QAQC
        - Checked Calcs (in PDF)
        - Final Calcs (in PDF)
        - SIR Review (in PDF)
- Subfolders for 'Design Calculations' are examples only. Keep Excel, Mathcad, LARSA, and any other program files used to perform calculations under the appropriate subfolder.
- CADD/
    - Bridge PDFs
      - Plan Sets (in PDF)
      - Checked Plans (in PDF)
      - SIR Review (in PDF)

## File Naming

Use the following format for all files:

{XXXXXX}\_{NNNNNNN}\_{DDDDDD}\_{MM.DD.YY}.PDF

{XXXXXX} → Use "CP01" for check print 1, "CP02" for check print 2, etc. Final version of the calculations should use "FINAL".

{NNNNNNN} → insert Forsgren's project number (no dashes)

{DDDDDD} → Insert a short, abbreviated description to designate which portion of calculations this is for. Try to keep it brief such as "Pile Cap", "Deck", "SREP Brg", etc.

{MM.DD.YY} → Use month, day, year format to document when file was created.

For example, Forsgren project 2-17-0118, abutment calculation, created on May 7, 2019 for the first check print, your file name would be: "CP01\_2170118\_Abut\_05.17.19.pdf". If you need a 2nd checkprint a few days later, then the file name of the 2nd checkprint would be "CP02\_2170118\_Abut\_05.19.19.pdf". Once the calculation is checked and finalized a few days later, but not yet reviewed by the SIR, file name changes to "FINAL\_2170118\_Abut\_05.21.19.pdf".

## CHECK PRINT

Print No. \_\_\_\_\_

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

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

Review  
& Reconcile: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

## VERIFY PLANS MATCH CALCULATIONS

✓ against plans: \_\_\_\_\_ Date: \_\_\_\_\_

Verify Check process was followed and documented per the current Forsgren QA/QC Manual:

- ☐ Files are in the correct file folders
- ☐ File naming is correct
- ☐ Check print stamps are filled out
- ☐ "Checked Against Plans" filled out
- ☐ Check process was followed (color code, backcheck marks, etc)

Calculations:

- ☐ List of codes/references (and version/year) is at the beginning of the calculations
- ☐ Neat and organized
- ☐ Appropriate sketches and comments
- ☐ Summary at end of calculations includes appropriate information
- ☐ Calculations and results are "reasonable"

Plan Sheets:

- ☐ Plan Sheets formatting (CAD standards) meet client or industry requirements
- ☐ Meets scope and agreed upon concept
- ☐ Reviewed for constructability

Comments:

---

SIR Reviewer

---

Date

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*engineering stronger communities*



# Memorandum

File #: 21-722

City Council Meeting

**FROM:** Chris H Fredericksen  
**DATE:** Tuesday, November 15, 2022  
**DEPARTMENT:** Public Works

## Subject

Bid Award - Well 3 Elevated Tank

## 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, Phoenix Fabricators and Erectors, LLC, in an amount of \$8,936,000.00 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 Thursday, November 10, 2022, bids were received and opened for the Well 3 Elevated Tank project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to replace the city's aging water tower.

## Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable public infrastructure by investing in the replacement of the city's water tower.

## Interdepartmental Coordination

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

## Fiscal Impact

Cost allocation for this project will come from the Water 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.

2-37-24-1-WTR-2018-26  
2022-078

# City of Idaho Falls

## Engineering Division Bid Tabulation

**Project:** Well 3 - Elevated Tank  
**Submitted:** Kent Fugal, P.E., PTOE  
**Number:** 2-37-24-1-WTR-2018-26  
**Date:** November 10, 2022

Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Phoenix Fabricators and Erectors, LLC		Landmark Structures I, LP	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
SPECIAL PROVISIONS									
SP-1	Elevated Tank	1	LS	\$9,059,000.00	\$9,059,000.00	\$8,774,000.00	\$8,774,000.00	\$9,585,000.00	\$9,585,000.00
SP-2	Shallow Rock Excavation	200	CY	\$350.00	\$70,000.00	\$510.00	\$102,000.00	\$250.00	\$50,000.00
SP-3	Overburden Excavation to Rock and Related Structral Backfill	200	CY	\$225.00	\$45,000.00	\$300.00	\$60,000.00	\$125.00	\$25,000.00
TOTAL					\$9,174,000.00		\$8,936,000.00		\$9,660,000.00



# CITY OF IDAHO FALLS, IDAHO

## WELL NO. 3 ELEVATED TANK PROJECT

SEPTEMBER 2022

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- 3 G-3 SYMBOLS AND LEGEND

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- 4 TC-1 TRAFFIC CONTROL NOTES AND DETAILS

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- 7 C-3 SITE LAYOUT PLAN
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- 9 C-5 SITE GRADING, DRAINAGE AND STORMDRAIN PIPING PLAN
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CITY OF IDAHO FALLS OFFICIALS

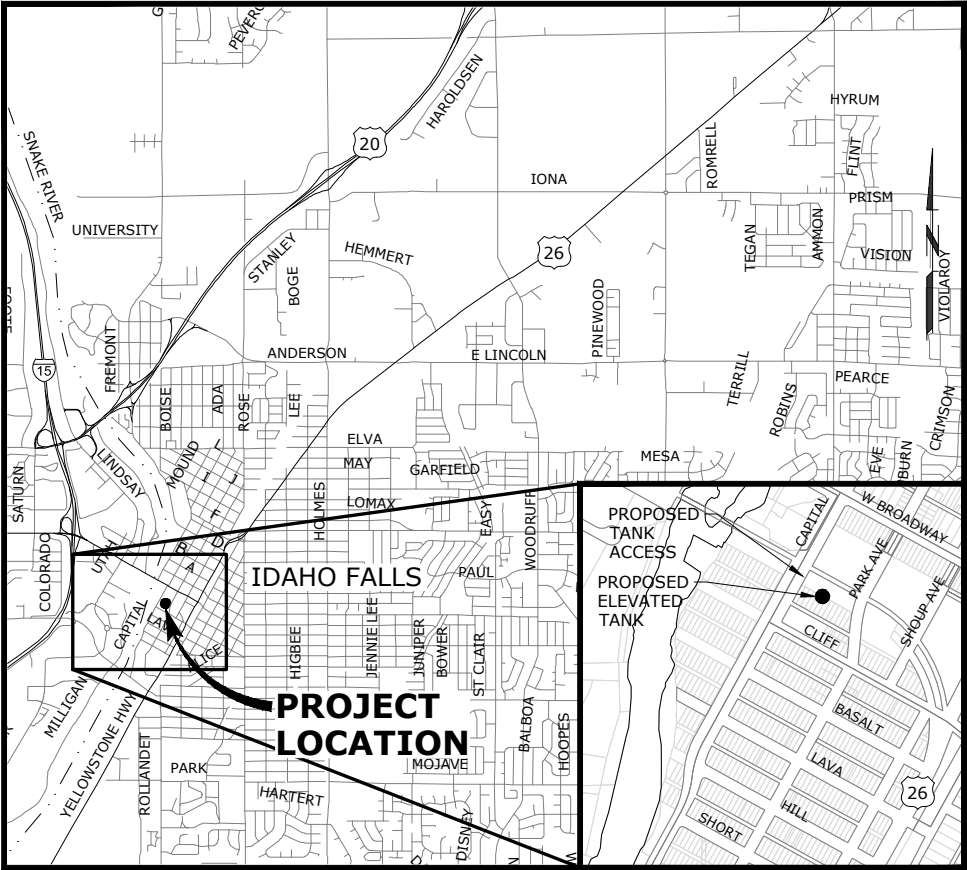
MAYOR:  
REBECCA L. NOAH CASPER

COUNCIL MEMBERS:  
MICHELLE ZIEL-DINGMAN  
LISA BURTENSHAW  
JIM FRANCIS  
JOHN RADFORD  
JIM FREEMAN  
THOMAS HALLY

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

DIRECTOR OF PUBLIC WORKS:  
CHRIS H FREDERICKSON, P.E.

APPROVED FOR CONSTRUCTION \_\_\_\_\_ DATE



VICINITY MAP  
SCALE: 1"=3000'

LOCATION MAP  
SCALE: 1"=500'



CALL BEFORE YOU DIG  
DIGLINE 1 (800) 342-1585

# Memorandum

File #: 21-732

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Thursday, November 17, 2022  
**DEPARTMENT:** Idaho Falls Power

## Subject

OEMR Energy Resiliency Grant Program - Idaho Falls Downtown Constitution Alley

## Council Action Desired

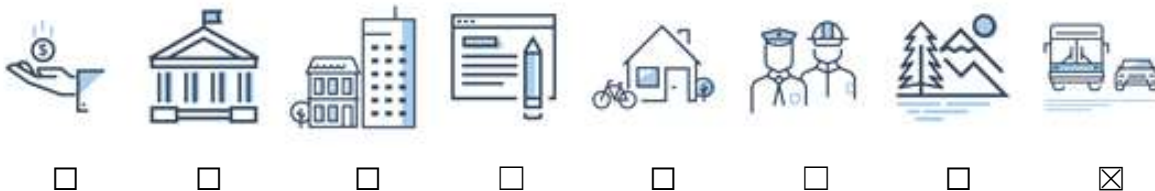
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Idaho Falls Downtown Constitution Alley electrical services underground project for a total cost of \$750,000.00, approve the Idaho Office of Energy and Mineral Resources (OEMR) Energy Resiliency Grant Program Rebate Agreement which reimburses the city for \$375,000.00, and give authorization for the Mayor and City Clerk to execute the necessary documents, (or take other action deemed appropriate).

## Description, Background Information & Purpose

Idaho Falls historic downtown has three remaining alleys with overhead power lines. These lines present unique operational and aesthetic issues. This infrastructure is difficult and costly to upgrade and underground due to limited work space in downtown alleyways. IFP secured a grant through OEMR to reimburse 50% of the cost for underground power lines between Constitution and B Street alley.

## Alignment with City & Department Planning Objectives



This action supports our readiness to improve and upgrade public infrastructure through grid modernization and energy resiliency, ensuring long-term reliability.

## Interdepartmental Coordination

n/a

## Fiscal Impact

Funds for this project are in the 2022/23 CIP budget.

**Legal Review**

The City Attorney Department concurs that this action is within state statute.



## ENERGY RESILIENCY GRANT PROGRAM REBATE AGREEMENT

This Energy Resiliency Grant Program Rebate Agreement (“Agreement”) is made between Idaho Falls Power, a/an \_\_\_\_\_ (“Project Sponsor”) and the Idaho Office of Energy and Mineral Resources pursuant to the Idaho Energy Resiliency Grant Program.

### 1. Authority

In 2022, the Idaho Legislature appropriated funds to the Idaho Office of Energy and Mineral Resources (OEMR) to establish and administer the Idaho Energy Resiliency Grant Program (the “Program”). OEMR will administer the Program under its Executive Order authority to “[a]dminister[] energy loan programs and other forms of financial assistance for eligible projects”<sup>1</sup> and “enter[] into other agreements or contracts which are necessary to carry out the provisions of this Executive Order and other duties as may be directed by the governor.”<sup>2</sup>

### 2. General Purpose

The purpose of the Program is to produce measurable improvements in energy resiliency and grid modernization that will enhance consumer access to lower-cost and more reliable energy in Idaho through discretionary grant funding to eligible entities.

### 3. Eligibility Requirements

Eligible Entities for Idaho Energy Resiliency Grant Program awards include: (a) electric grid operators; (b) electricity storage operators; (c) electricity generators; (d) transmission owners and operators; (e) distribution providers; (f) fuel suppliers; and (g) any other entities providing similar, related or supporting products, services, or functions, as determined by OEMR.

In addition to the terms and conditions of this Agreement, the Project Sponsor must abide by all federal, state, and local laws and requirements including, but not limited to, those pertaining to worker’s compensation, public health and safety, the environment, programmatic income generated, and taxes, as applicable.

Investor-Owned Utilities are required to provide at least 100% cash match and Municipal and Cooperative utilities are required to provide at least 33% cash match for Energy Resiliency Grant awards. In-kind and other non-cash matching funds are not eligible. In the event costs exceed the total dollars budgeted for the Project, the Project Sponsor shall be responsible for providing the additional funds needed to complete the Project.

No funds provided to the Project Sponsor pursuant to this Agreement and the Idaho Energy Resiliency Grant Program shall form the basis, in whole or in part, directly or indirectly, of any

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<sup>1</sup> Executive Order No. 2020-17, Continuing the Office of Energy and Mineral Resources Within the Office of the Governor (6)(k) (Oct. 19, 2020).

<sup>2</sup> Executive Order No. 2020-17, Continuing the Office of Energy and Mineral Resources Within the Office of the Governor (6)(l) (Oct. 19, 2020).





cost recovery rate or tariff under the jurisdiction of the Idaho Public Utilities Commission. Inclusion of such funds shall be considered unjust or unreasonable.

Failure to comply with the terms and conditions stated above may result in, but not be limited to, project disapproval and withheld payments.

#### **4. Scope of Work**

The scope of work includes Program funding, description of activities (as set forth in the Project Sponsor's application and incorporated as Attachment B, as amended by the Funded Equipment/Services Approved Budget and Project Milestones attached as Attachment A), term of project, sufficient progress, and modifications.

#### **5. Idaho Energy Resiliency Grant Program Funding**

OEMR agrees to provide 20% of the eligible expenses up front and to rebate 80% of eligible expenses associated with this Agreement upon project completion, subject to any deduction for ineligible expenses. Ineligible expenses are those expenses incurred by the Project Sponsor for items other than those set forth in its grant application (Attachment B), as modified and approved by OEMR (Attachment A), and, except as approved by OEMR in writing, any expenses incurred by the Project Sponsor prior to the effective date of this Agreement.

#### **6. Description of Activities**

The Project Sponsor must provide all personnel, expertise, materials, equipment, and travel required to complete the tasks as outlined in this Agreement.

To be eligible for financial rebate under this Agreement, the Project Sponsor must fulfill the project timeline and key milestones.

#### **7. Term of Project**

Project implementation must follow the project schedule and timeline (Attachment A). Any deviation from this schedule resulting in a delay of completion more than six months from the original schedule must be requested in writing by the Project Sponsor and approved in writing by OEMR. In the case of all other material schedule deviations, the Project Sponsor shall provide prior written notice to OEMR.

#### **8. Sufficient Progress**

The Project Sponsor must complete construction or implementation of the project within the schedule stated in the application. OEMR will measure sufficient progress by examining the performance required under this Agreement in conjunction with the proposed project schedule (Attachment A), the time remaining for performance within the project period, and the availability of funds necessary to complete the project. OEMR may terminate this Agreement for failure to substantially complete the project within the approved project schedule. Substantial completion means ninety percent (90%) completion of the work; provided, however, OEMR will not exercise its right to terminate this Agreement under this provision if substantial completion is not possible due to a force majeure event. For purposes of this Agreement, a "force majeure event" is an event caused by, directly or indirectly, forces beyond Project Sponsor's reasonable control, including without limitation unreasonable supply chain delays, strikes, work stoppages,



acts of war or terrorism, civil or military disturbances, natural catastrophes, acts of God, and weather conditions that make completion impossible. Expenses from terminated projects are ineligible for rebate.

## **9. Changes and Modifications**

Changes, amendments, or modifications to this Agreement must be in writing signed by the parties. In the event a typographical or clerical error is discovered, OEMR may correct such error after notifying the Project Sponsor of its intent to make the correction. A copy of any revisions to this Agreement made by OEMR will be provided to the Project Sponsor.

## **10. Billing Procedures**

All payments for funded projects will be made by wire transfer to the Project Sponsor by Key Bank. Project Sponsors must complete and submit the Payee Contact and Wire Information Form and the Rebate Request Form (Attachment C) to receive funds. OEMR will only process rebate requests which are complete and have all necessary documentation satisfying all requirements included in this Agreement within required timelines.

OEMR will reduce rebate amounts for invoices determined to be unallowable in accordance with this Agreement.

## **11. Documentation and Rebate Request**

Rebates will only be issued to the Project Sponsor for qualifying project expenses following project completion and OEMR site inspection (or alternative proof of completion reasonably satisfactory to OEMR).

The Project Sponsor must request payment from OEMR within 60 days of completing the approved project by submitting the following documentation:

- Project Completion Report (listed under Reporting Requirements, Section 12)
- Rebate Request Form
  - Must be submitted electronically with all necessary documentation via email to Tammy Japhet at Idaho OEMR, [tammy.japhet@oer.idaho.gov](mailto:tammy.japhet@oer.idaho.gov).
- Payee Contact and Wire Information Form
  - Submitted with the Rebate Request Form via e-mail to Tammy Japhet at Idaho OEMR, [tammy.japhet@oer.idaho.gov](mailto:tammy.japhet@oer.idaho.gov). If wiring information changes, please submit an updated form in the same manner as above. The Project Sponsor must submit the following documentation with the Rebate Request Form (Attachment C):
- Equipment Installation (as applicable)
  - Reasonable sample of photos of pre-project site (before pictures)
  - Reasonable sample of photos of completed projects (after pictures)
  - Demonstration of project completion to OEMR.

The Project Sponsor must maintain all project records that will allow for a full and accurate accounting of all project assets and expenditures, as well as to comply with applicable provisions of law and standard accounting practices, including Generally Accepted Accounting Principles (GAAP). The Project Sponsor must provide OEMR access to these records upon



request for seven (7) years following the submittal date of the Project Completion Report described in Section 12 of this document.

## **12.Reporting Requirements**

The Project Sponsor is required to submit three (3) different types of reports to OEMR throughout the life of the project: progress report, project completion report, and one-year results report (see examples included in Attachment D). Failure to submit reports is a material breach of this Agreement and may result in project termination, discontinued disbursement rebate funds, or a request for a return of rebate funding. These reports should be submitted via email to Andrew Mentzer at OEMR: [Andrew.mentzer@oer.idaho.gov](mailto:Andrew.mentzer@oer.idaho.gov).

A. The Progress Report will be submitted to OEMR two (2) months from the effective date of this Agreement, unless the project is completed prior to this date, in which event the information required below shall be included in the Project Completion Report. The Progress Report must include the following:

- Narrative of the project progress to date.
- Updates on the milestones achieved since the project start.
  - Quantitative metrics on energy resilience and reliability metrics of the project and its effect on energy prices for consumers, such as, but not limited to:
    - Improvements to distribution reliability indices (e.g. Improvements to distribution reliability indices such as CAIDI, SAIDI, SAIFI, CMI, ASAI)
    - Expected reduction in outage time
    - Expected and realized wildfire risk reduction
    - Consumer affordability impact.
  - Photocopy evidence of permits obtained and associated inspections completed (in any).
- Expected timeline for remaining milestones (Attachment A).
  - Any requests for changes to the timeline.
- If the project has been completed within the first year, the Progress Report should follow the format of the Project Completion Report, supplemented as set forth above.

B. The Project Completion Report will be submitted to OEMR once construction is complete and operational and should be submitted with the Project Sponsor's request for reimbursement for project costs (Attachment C).

The Project Completion Report must include the following:

- Itemized project invoice(s), if applicable, or other proof of incurred expenses reasonably acceptable to OEMR.
- Before pictures.
- Photographs of all the equipment installed and/or improvements made, and final site location(s).
- Photocopies of all permits obtained, and associated inspections completed, including any permits not reported on in the Progress Report (if any).
- Updated actual quantitative metrics following completion as requested by OEMR (this provision shall survive termination of this Agreement).



- Completed Project Sponsor Reimbursement Request Form

C. The One-Year Results Report will be submitted to OEMR on the first anniversary after construction is complete and operational, and must include the following:

- Narrative of the project from inception to completion.
- Updates on the milestones achieved since completion of the project.
  - Quantitative metrics on energy resilience and reliability metrics of the project and its effect on energy prices for consumers, such as, but not limited to:
    - Improvements to distribution reliability indices (e.g. Improvements to distribution reliability indices such as CAIDI, SAIDI, SAIFI, CMI, ASAI)
    - Expected reduction in outage time
    - Expected and realized wildfire risk reduction
    - Consumer affordability impact.
  - Updated actual quantitative metrics following completion as requested by OEMR (this provision shall survive termination of this Agreement).

The One-Year Result Report is to be completed using the Progress Report and Project Completion Report form (Attachment D).

D. Consequences for failure to provide the Project Completion Report, the Annual Reporting Documents, and One-Year Results Report. If, after review and inspection of the information reported by the Project Sponsor under this Section 12, OEMR determines that the Project Sponsor has failed to provide sufficient documentation, the Project Sponsor shall work with OEMR to correct all identified deficiencies. OEMR shall inform the Project Sponsor in writing of the deficiency and request the Project Sponsor to submit within thirty (30) days additional documentation and/or an explanation of the deficiencies and period in which the Project Sponsor will correct them. If the Project Sponsor fails to respond within thirty (30) days or to sufficiently address the deficiency within two (2) months, to the reasonable satisfaction of OEMR, or such other time as OEMR agrees based on the circumstances presented by the Project Sponsor, then OEMR may terminate this Agreement, discontinue disbursement of rebate funds, and request for a return of rebate funding.

### **13. Record Retention, Audits, and Monitoring**

The Project Sponsor must retain all financial records, supporting documents, statistical records, and all other records pertinent to the project for seven (7) years from the date of the Project Completion Report submittal date. Reasonable requests for records and data must be submitted to OEMR within five (5) years from project completion date.

If any litigation, claim, or audit is initiated before the expiration of the seven (7) year period, the Project Sponsor must retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Records for any equipment acquired through funding provided to the Project Sponsor under this Agreement must be retained for seven (7) years after final disposition.



Expenditures under this program, including match or cost-share, are subject to audit. The Project Sponsor agrees to provide OEMR, or their authorized agents, access to all files, records, accountings, and books relating to the management and accountability of this project.

#### **14. Assignments**

The Project Sponsor will not assign these terms, conditions, rights, obligations, or any other interest arising from this Agreement, or particularly delegate any of their performance obligations, other than in the ordinary course of business, without the express written consent of OEMR. Assignment without such approval will cause the termination of the project at OEMR's sole discretion and a requirement to reimburse full or partial funds provided.

#### **15. Public Record and Confidential Information**

- a. Business records and information provided to OEMR are subject to public disclosure under the Idaho Public Records Law (Idaho Code §9-337 et seq.) and Idaho Code § 67-4708, unless specifically exempt from public disclosure. OEMR shall consider any records or information exempt from public disclosure as confidential.
- b. The Project Sponsor shall declare and identify each individual document it considers confidential and exempt from public disclosure. The Project Sponsor shall mark each page of all such documents as "confidential – proprietary information". OEMR will not accept a legend or statement on one (1) page that all, or substantially all, of a document is exempt from disclosure. The Company shall also provide the legal basis for each exempt document and provide a brief explanation of the application of the identified legal basis to the corresponding document(s). The Project Sponsor shall indemnify and defend OEMR and the State of Idaho against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring any designation by the Company of Confidential Information or for the Project Sponsor's failure to designate individual documents as exempt. The Project Sponsor's failure to designate as exempt any document that is released by OEMR shall constitute a complete waiver of any and all claims for damages caused by any such release. If OEMR receives a request for records claimed exempt by the Project Sponsor, the Project Sponsor shall provide the legal defense for such claim and pay all expenses incurred by OEMR in connection with such request.
- c. Confidential information shall not include information which: (1) is or becomes generally available to the public other than as a result of a disclosure by OEMR or any of its directors, officers, employees, agents, counsel, consultants or other representatives, or any other person to whom OEMR discloses such information (whether orally or in writing); (2) was within OEMR's possession or actual knowledge prior to the information being furnished to OEMR in connection with this Agreement, provided that the source of such information was not bound by a confidentiality agreement with, or similar obligation to, the Project Sponsor with respect to such information; (3) becomes available to OEMR on a non-confidential basis from a source other than the Project Sponsor, provided that such source is not bound by a confidentiality agreement with, or similar obligation to, the Project Sponsor with respect to such information; (4) is independently developed by OEMR under circumstances not involving the Project Sponsor's



Application and this Agreement without use or reference to any of Project Sponsor's Confidential Information; (5) is publicly disclosed pursuant to a lawful requirement or request from a governmental agency acting within its jurisdiction; or (6) is otherwise open to public inspection and copying, unless exempt, under the Idaho Public Records Law (Idaho Code §9-337 et seq.), or Idaho Code § 67-4708.

- d. The Project Sponsor affirmatively warrants and represents it has sufficient authority to provide OEMR with confidential information, and any other documents or information for purposes of this Agreement. The Project Sponsor shall indemnify and defend OEMR and the State of Idaho against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever based upon OEMR's receipt of any information from the Project Sponsor.

### **16. Official, Agent, and Employees of the State Not Personally Liable**

In no event will any official, officer, employee, or agent of the State of Idaho be in any way personally liable or responsible for any covenant or condition herein contained whether expressed or implied, nor for any statement, representation, or warranty made herein or in any connection with the terms and conditions and/or assurances and certifications.

### **17. Use of OEMR or the State of Idaho's Name**

The Project Sponsor will not use OEMR's name or the State of Idaho's name, in any advertising or promotional media, including press releases or signage, without the express written consent of the aforementioned parties.

### **18. Non-Waiver**

The failure of any party, at any time, to enforce a provision of these terms and conditions will in no way constitute a waiver of that provision, nor in any way affect the validity of the terms of conditions and/or assurances and certifications, or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

### **19. Agreement Contacts**

Unless otherwise stated in writing to OEMR, the Project Sponsor's project coordinator will be the Authorized Representative listed on the Grant application.

Questions regarding this Agreement should be directed to the Project Officers:

- Andrew Mentzer at [Andrew.mentzer@oer.idaho.gov](mailto:Andrew.mentzer@oer.idaho.gov) or at (208) 332-1677
- George Lynch at [George.Lynch@oer.idaho.gov](mailto:George.Lynch@oer.idaho.gov) or at (208) 332-1679

For coordination and consistency on this project, all related correspondence will be directed through the identified OEMR Project Officers and Project Sponsor's project coordinator.

### **20. Indemnification**

The Project Sponsor must defend, indemnify, and save harmless OEMR, its officers, agents, employees, and volunteers, from and against any and all liability, claims, damages,





losses, expenses, actions, settlements, attorney fees, and lawsuits whatsoever caused by, arising out of, or in connection with Project Sponsor's acts or omissions under the terms and conditions of this Agreement, to the extent Project Sponsor fails to comply with any state or federal statute, law, regulation, or rule.

Upon receipt of the State's tender of indemnity and defense in accordance with this Agreement, the Project Sponsor must immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. The Project Sponsor's indemnification and defense obligations described herein will apply regardless of any allegations that a claim or lawsuit is attributable in whole or in part to any act or omission of the State under this Agreement. However, if it is determined by a final judgment that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State will not be entitled to indemnification from the Project Sponsor with respect to such suit or claim, and the State, in its discretion, may reimburse the Project Sponsor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General.

Any legal defense provided by the Project Sponsor to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).

## **21. Relationship of Parties**

It is distinctly and particularly understood and agreed between the applicable parties that OEMR are in no way associated or otherwise connected with the performance of any deliverable outlined in this Agreement, the Project Sponsor's employment of labor, or other expenses incurred by the Project Sponsor in completion of the work. The Project Sponsor is solely and personally liable for all labor, taxes, insurance, bonding, licensing, permitting, construction, engineering, and other expenses—except as specifically stated herein—and for any and all damages in connection with the execution of this Agreement, whether for personal injuries or damages of any other kind.

## **22. Governing Law and Severability**

The terms and conditions will be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of the terms and conditions will be brought in State district court in Ada County. In the event any term of the terms and conditions is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of this Agreement will remain in full force and effect.

## **23. Authority to Enter into Agreement**

Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement.





Project Sponsor represents that it is a/an \_\_\_\_\_, duly formed and authorized to do business in the state of Idaho.

## **24. Counterparts**

This Agreement may be executed in multiple counterparts (each of which is to be deemed original for all purposes). Counterparts may be delivered by email, fax or other form of electronic delivery.

## **25. Agreement not to be Construed Against Drafter**

This Agreement shall not be construed more strictly against one party than the other merely by virtue of the fact that it may have been initially drafted by one of the parties or their counsel, since both parties have contributed substantially and materially to the preparation hereof.

## **26. Termination for Fiscal Necessity**

OEMR is a government entity and it is understood and agreed that any rebate under this Agreement shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill the Agreement. Additionally, the federal government is not legally obligated to provide funds to fulfill the Agreement. The Agreement shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to the state, as may exist from time to time. OEMR reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for OEMR to continue such payments, or requires any return or "give-back" of funds required for OEMR to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if OEMR discontinues or makes a material alteration of the Program under which funds were provided, or if federal grant funds, if applicable, are discontinued. OEMR shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Project Sponsor. Further, in the event that funds are no longer available to support the Agreement, as described herein, OEMR shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. At Contractor's request, OEMR shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by OEMR to terminate for its convenience.

## **27. Officials not personally liable; No Waiver of Sovereign Immunity**

In no event shall any official, officer, employee or agent of the state of Idaho or of OEMR be liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with the Agreement, express or implied. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by OEMR or the state of Idaho of any immunities from suit or from liability that OEMR or the state of Idaho may have by operation of law.



## 28. Non-discrimination

The Project Sponsor shall provide all services affected by this Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, or physical/mental impairment, and shall comply with all relevant sections of the following laws to the extent that each is applicable to the Company: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination in Employment Act of 1967; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; The Americans With Disabilities Act of 1990; ; Department of Labor Regulations, codified at 41 CFR Part 60; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974. The Company shall comply with pertinent amendments to such laws made during the term of this Agreement and with all federal and state rules and regulations implementing such laws.

## 29. Entire Agreement

This Agreement constitutes the entire agreement between the parties and shall not be modified except in writing executed by all parties hereto. The Recitals set forth above and all Exhibits attached hereto are incorporated herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the date last signed below.

**IDAHO GOVERNOR'S OFFICE OF  
ENERGY AND MINERAL RESOURCES**

By: \_\_\_\_\_  
Richard W. Stover, Administrator

Dated: \_\_\_\_\_

[NAME], a/an \_\_\_\_\_

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

Dated: \_\_\_\_\_

## **Attachment A**

### **Funded Equipment/Services Approved Budget and Project Milestones**

## Funded Equipment Information and Project Milestones

**Project Sponsor:** Idaho Falls Power

Energy Resilience Project Component: Downtown Alley	Cost	Line Item Description
Professional Services		Provided by Idaho Falls Power
<b>Total Estimated Project Costs</b>	750,000	
<b>Match Funding by Applicant</b>	375,000	
<b>Total Funding Request to Trust</b>	375,000	

Project Milestones	Proposed Completion Date	Notes
Grant approval	November 3, 2022	
DESIGN FOR Constitution Alley	December 2022	
Bid excavation work	March 2023	
Conduit installation	July 2023	
IFP installation of wires and transformers	September 2023	

## **Attachment B**

### **Energy Resiliency Grant Program Application**

# OEMR Grant Application— Downtown Alley



October 2022

## Application Summary

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### Submitted to

Governor's Office of Energy and Mineral Resources	304 N 8 <sup>th</sup> St, Suite 250 Boise, ID 83702
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### Submitted by

Idaho Falls Power	140 South Capital Idaho Falls, ID 83405-0220
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### Contact Person(s)

Bear Prairie – General Manager	208-612-8429 <a href="mailto:bprairie@ifpower.org">bprairie@ifpower.org</a>
Richard Malloy – Compliance Manager	208-612-8428 <a href="mailto:rmalloy@ifpower.org">rmalloy@ifpower.org</a>

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### Total Projected Cost

\$2,250,000

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### Amount Sought

\$375,000

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## Statement of Need

Idaho Falls historic downtown has three alleys with overhead power lines. These lines present unique safety issues with the transformers mounted above the alley on platforms and the primary conductor being near the roof elevation of many of the buildings that present hazards to any that may be on the roof for maintenance, ect. As such many of these lines no longer meet current National Electric Safety Code standards. These lines are also at the end of life and will require replacement in the coming couple of years.

This application is for one of the alleys which is what we feel can begin construction in 2022 and achieve completion in 2023.

## Project Benefits

City Hall, the County Courthouse, city public works, and the law enforcement center are all located in this downtown area so these lines are directly related to the reliability of emergency services and disaster response. Undergrounding these primary lines would remove the hazards presented.

## Project Timeline/Key Milestones

Activity	Projected Date
Milestone 1: Design for Constitution Alley	December 2022
Milestone 2: Bid excavation work	March 2023
Milestone 3: Conduit Installation	July 2023
Milestone 4: IFP Installation of wire and transformers	September 2023

## Project Cost/Funding Request

This project consists of three alleys and IFP plans to upgrade one of these per year. Based on the size and complexity of this project IFP feels that one alley per year is a practical construction schedule. Should funding be made available, construction could begin in the current year.

Therefore, this request is for 50% of the cost of the alley we desire to underground in 2023.

## Budget

Item Description	Price
Constitution Alley underground	\$750,000
Future 2 Alleys	\$1,500,000
<b>Total</b>	<b>\$</b>

## Project Location/Community Impact

This project is in the historic downtown area. This area is home to both the City and County governments with associated law enforcement and courts. In addition, this area includes banks, communications companies,

## About Company Name

Idaho Falls is the fourth largest city in Southeastern Idaho and is located on the Snake River. In



the last decade the community has grown by 10,000 residents and has now reached a population of 66,000 according to the United States Census Bureau. In addition to serving our populace, the City of Idaho Falls is the main service hub for rural residents throughout Southeastern Idaho and Western Wyoming.

IFP is a municipal electric utility serving the citizens of Idaho Falls and is one of the oldest utilities in the state, having been producing hydro power since 1900. Currently, IFP serves 29,472 customers, with 25,142 residential and 4,330 commercial accounts, over a 22 square mile territory. IFP is a not-for-profit utility and takes pride in the fact that utility rates have been kept exceptionally low for our customers with a residential rate of 6.25 cents per kwh. This is lower than the state average of 10.33 cents and half of the national average of 13.75 cents

IFP owns and operates two hydroelectric projects with four impoundments with six hydroelectric generators, having the name plate capacity of 50.2 MW of generation. IFP is also an ownership partner in the Horse Butte Wind project located in the foothills ten miles east of Idaho Falls. IFP owns three MW of the total generation from this wind farm. Also, IFP operates a small solar installation located at S. Capital Avenue. Together, these projects produce enough electricity to meet 26.26% of the City's electricity requirements. The remainder of the electric requirements are met through long-term contracts with Bonneville Power Administration (BPA) and short-term market purchases. Roughly 67.15% of the electric requirements for the City of Idaho Falls are met through long-term contracts with BPA. The remaining 6.6% of the City's electric requirements are met through short-term market purchases. Overall, hydroelectric production accounts for 87.14% of the City's electric requirements, with 96.54% of the electric requirements being met by hydro, wind, solar, and nuclear power. Less than 4% of the City's electricity comes from coal and natural gas. Additional assets include 11 substations, 37 miles of 161 kV transmission, 446 miles of distribution, and 269 miles of fiber to-the-home.

While the Department of Energy (DOE) and IFP haven't collaborated in many decades, the DOE has invested about \$7.3 million in one of IFP's biggest construction projects of the 1970s, collaborating on the replacement of Kaplan turbines to bulb turbines. IFP has a robust capital improvement plan, which has highlighted our current project expenditures on average between three to four million dollars per year.

IFP consists of a team of 81 employees, while also integrating various contractors and consultants, and as a municipally owned utility, reports to a municipal power board. IFP is a member of the Utah Associate Municipal Power Systems (UAMPS), as well as the Northwest Public Power Association, American Public Power Association, The Pacific Northwest Utilities Conference Committee, and the Idaho Consumer Owned Utilities Association.

IFP has taken a pro-active stance regarding our local and area grid resiliency. We have engaged in tests on our own to understand better opportunities to further strengthen the grid from outages. One such example is testing our own hydro-electric project for black start and islanding potential. This project, in partnership with the Idaho National Lab (INL), revealed several operational improvements and proved that we could indeed island should the need arise. Further, because of this test IFP initiated, both the INL and American Governor stated that they gained valuable information.

IFP was also partner to the Pacific Northwest Smart Grid Demonstration Project from 2010 to 2014. This project was a unique demonstration of unprecedented geographic breadth across five Pacific Northwest states – Idaho, Montana, Oregon, Washington, and Wyoming. It involved fourteen entities and more than 60,000 metered customers and contained many key functions of the future smart grid. IFP was the only representative from Idaho in this \$178 million dollar effort funded under the American Reinvestment and Recovery Act (ARRA). The projects IFP participated in include automated power factor control, distribution automation, voltage reduction, plug-in hybrid electric vehicles, and battery incorporation into the grid. These efforts garnered invaluable experience and education for the IFP staff and demonstrates a successful history of partnering with other utilities and entities for successful outcomes.

Idaho Falls is the fourth largest city in Southeastern Idaho and is located on the Snake River. In the last decade the community has grown by 10,000 residents and has now reached a population of 66,000 according to the the United States Census Bureau. In addition to serving our populace, the City of Idaho Falls is the main service hub for rural residents throughout Southeastern Idaho and Western Wyoming.

IFP is a municipal electric utility serving the citizens of Idaho Falls and is one of the oldest utilities in the state, having been producing hydro power since 1900. Currently, IFP serves 29,472 customers, with 25,142 residential and 4,330 commercial accounts, over a 22 square mile territory. IFP is a not-for-profit utility and takes pride in the fact that utility rates have been kept exceptionally low for our customers with a residential rate of 6.25 cents per kwh. This is lower than the state average of 10.33 cents and half of the national average of 13.75 cents. As a not-for-profit utility, Idaho Falls Power revenue is only covers operating expenses, thus there are no shareholder profits to take a percentage. Every dollar received by a public utility such as ourselves will be utilized for public infrastructure.

IFP owns and operates two hydroelectric projects with four impoundments with six hydroelectric generators, having the name plate capacity of 50.2 MW of generation. IFP is also an ownership partner in the Horse Butte Wind project located in the foothills ten miles east of Idaho Falls. IFP owns three MW of the total generation from this wind farm. Also, IFP operates a small solar installation located at S. Capital Avenue. Together, these projects produce enough electricity to meet 26.26% of the City's electricity requirements. The remainder of the electric requirements are met through long-term contracts with Bonneville Power Administration (BPA) and short-term market purchases. Roughly 67.15% of the electric requirements for the City of Idaho Falls are met through long-term contracts with BPA. The remaining 6.6% of the City's electric requirements are met through short-term market purchases. Overall, hydroelectric production accounts for 87.14% of the City's electric requirements, with 96.54% of the electric requirements being met by hydro, wind, solar, and nuclear power. Less than 4% of the City's electricity comes from coal and natural gas. Additional assets include 11 substations, 37 miles of 161 kV transmission, 446 miles of distribution, and 269 miles of fiber to-the-home.

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IFP consists of a team of 81 employees, while also integrating various contractors and consultants, and as a municipally owned utility, reports to a municipal power board. IFP is a member of the Utah Associate Municipal Power Systems (UAMPS), as well as the Northwest Public Power Association, American Public Power Association, The Pacific Northwest Utilities Conference Committee, and the Idaho Consumer Owned Utilities Association.



Please see instructions on second page before filling out the form.

1. Project Sponsor: \_\_\_\_\_ 2. Rebate Agreement #: \_\_\_\_\_

3. Invoice Date: \_\_\_\_\_ 4. Invoice Number: \_\_\_\_\_ 5. Invoice Amount: \_\_\_\_\_

6. Rebate Amount: \_\_\_\_\_ 7. Rebate Percentage Requested: \_\_\_\_\_

In accordance with the terms of the Rebate Agreement, OEMR requests a rebate as follows:

*\*Copies of all invoices and photos must be attached to this form for rebate request processing.*

**8. Included in Rebate Request Package:**

**Checklist:**

**Equipment Installation/Service Provided:**

\* Copies of itemized invoices for all project activities including:

- Date of purchase/service
- Cost of purchase/service
- Itemization of options selected, taxes, and shipping charges
- Specifications of equipment (Make, Model, and Serial Number)

\* Copy of the bill of lading (proof of delivery) (if relevant)

\* Photos of installed completed project including:

- Photos of pre-project site (before pictures)
- Photos of completed projects (after pictures)
- Labels identifying make, model, and serial number (as applicable)

\* Description of consumer price impact

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**Certification of Truth, Accuracy, and Completeness (by Authorized Representative):**

*I hereby certify these expenditures were made in support of the Volkswagen Vehicle Replacement Program as outlined in the Rebate Agreement referenced in #2 above. I further certify that all charges are to the best of my knowledge true, correct, and complete.*

**Important Note: DEQ accepts forms electronically via e-mail (PDF version) as long as it has a representation of the actual signature of the authorized representative.**

9. Authorized Representative Signature: \_\_\_\_\_ 10. Date: \_\_\_\_\_

11. Print Name: \_\_\_\_\_ 12. Title: \_\_\_\_\_

**For OEMR Internal Use Only:**

*I find this request to be consistent with the Energy Resiliency Grant Program Rebate Agreement and all funding conditions have been met.*

**13. OEMR Project Officer Signature:** \_\_\_\_\_

**Date:**

**14. OEMR**

**Administrator Signature:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Attachment D**

### **Example Reporting Templates:**

- **Progress Report**
- **Project Completion Report**
- **One-Year Results Report**

**Example Progress Report**

**[MUST BE PRINTED ON THE APPLICANT'S LETTERHEAD]**

**[DATE]**

**[OEMR ERG AGREEMENT #] [PROJECT SPONSOR NAME]**

**Dear [OEMR CONTACT]:**

We submit the following information as our progress report to OEMR one (1) year after grant award date to maintain our Energy Resiliency Grant Program Agreement. The Progress Report includes the following: **[ATTACH THESE ITEMS AS PAGES FOLLOWING THIS LETTER with a title corresponding to the bulleted list.]**

Updates on the milestones achieved since the project start.

- Quantitative metrics on energy resilience and reliability metrics of the project and its effect on energy prices for consumers, such as, but not limited to:
  - Improvements to distribution reliability indices (e.g. Improvements to distribution reliability indices such as CAIDI, SAIDI, SAIFI, CMI, ASAI)
  - Expected reduction in outage time
  - Expected and realized wildfire risk reduction
  - Consumer affordability impact.
- Photocopy evidence of permits obtained and associated inspections completed (in any).
- Expected timeline on any further permits needed or inspections that will need to be completed (if any).
- Expected timeline for remaining milestones (Attachment A).
  - Any requests for changes to the timeline.
- If the project has been completed within the first year, the Progress Report should follow the format of the Project Completion Report, supplemented as set forth above.

**PLEASE NOTE: If the project has been completed within the first year, the Progress Report should follow the format of the Annual Monitoring Report.**

**Regards,**

**[Authorized Representative Signature]**

cc: **[any other project sponsor contacts]**



**Example Project Completion Report**

**[MUST BE PRINTED ON THE APPLICANT'S LETTERHEAD]**

**[DATE]**

**[OEMR ERG AGREEMENT #] [PROJECT SPONSOR NAME]**

**Dear [OEMR CONTACT]:**

We submit the following as our Project Completion Report in order to maintain our Energy Resilience Grant Program Agreement with OEMR. The project has been completed and we have attached our complete reimbursement request for projects costs.

The Project Completion Report includes the following: **[ATTACH THESE ITEMS AS PAGES FOLLOWING THIS LETTER with a title corresponding to the bulleted list.]**

The Project Completion Report must include the following:

- Itemized project invoice(s), if applicable
- Before pictures
- Photographs of all the equipment installed and final site location(s)
- Photocopies of all permits obtained, and associated inspections completed, including any permits not reported on in the Progress Report (if any)
- Completed Project Sponsor Reimbursement Request Form
- Quantitative metrics on energy resilience and reliability metrics of the project and its effect on energy prices for consumers, such as, but not limited to:
  - Improvements to distribution reliability indices (e.g. Improvements to distribution reliability indices such as CAIDI, SAIDI, SAIFI, CMI, ASAI)
  - Expected reduction in outage time
  - Expected and realized wildfire risk reduction
  - Consumer affordability impact.

**Regards,**

**[Authorized Representative Signature]**

cc: **[any other project sponsor contact]**

**Example One-Year Results Report**

**[MUST BE PRINTED ON THE APPLICANT'S LETTERHEAD]**

**[DATE]**

**[OEMR ERG AGREEMENT #] [PROJECT SPONSOR NAME]**

**Dear [OEMR CONTACT]:**

We submit the following as our Project Completion Report in order to maintain our Energy Resilience Grant Program Agreement with OEMR. The project has been completed and we have attached our complete reimbursement request for projects costs.

The Project Completion Report includes the following: **[ATTACH THESE ITEMS AS PAGES FOLLOWING THIS LETTER with a title corresponding to the bulleted list.]**

The Project Completion Report must include the following:

- Itemized project invoice(s), if applicable
- Before pictures
- Photographs of all the equipment installed and final site location(s)
- Photocopies of all permits obtained, and associated inspections completed, including any permits not reported on in the Progress Report (if any)
- Completed Project Sponsor Reimbursement Request Form
- Quantitative metrics on energy resilience and reliability metrics of the project and its effect on energy prices for consumers, such as, but not limited to:
  - Improvements to distribution reliability indices (e.g. Improvements to distribution reliability indices such as CAIDI, SAIDI, SAIFI, CMI, ASAI)
  - Expected reduction in outage time
  - Expected and realized wildfire risk reduction
  - Consumer affordability impact.

**Regards,**

**[Authorized Representative Signature]**

cc: **[any other project sponsor contact]**



# Memorandum

File #: 21-730

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Wednesday, November 16, 2022  
**DEPARTMENT:** Idaho Falls Power

## Subject

South Fork Archers Lease Agreement

## Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing

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

Approve the South Fork Archers, Inc. Lease Agreement for real property at the future Sand Creek Substation site and give authorization to the Mayor and City Clerk to execute the necessary documents, (or take other action deemed appropriate).

## Description, Background Information & Purpose

In the future, Idaho Falls Power plans to develop the property described in this agreement as a substation to serve growing customer loads in the area. Because the substation is not currently under development, the City has allowed the archers to have temporary occupancy and usage of the premises in exchange for maintaining the property and granting free access to community residents for archery related activities as outlined in the agreement.

## Alignment with City & Department Planning Objectives



This action supports our readiness to foster partnerships that provide access to free recreational opportunities to city residents, while maintaining and beautifying city infrastructure.

## Interdepartmental Coordination

The City Attorney Department concurs this agreement is appropriate.

## Fiscal Impact

There is no impact to the current budget.

## Legal Review

The City Attorney Department has reviewed and approved this agreement.

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2022, is made by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, (hereinafter "CITY"), whose address is P.O. Box 50220, Idaho Falls, Idaho, 83405 and South Fork Archers, Inc., an Idaho non-profit corporation, (hereinafter "ARCHERS") whose address is c/o 270 East 15<sup>th</sup> Street, Idaho Falls, Idaho, 83402.

### WITNESSETH:

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Premises. CITY hereby leases to ARCHERS, to use in accordance with the provisions of this Agreement, the following described real property located generally South of York Road, East of existing Sand Creek and the planned Sand Creek electrical substation, and more particularly depicted in Exhibit "A" to this Agreement ("Premises").

2. Term. The term of this Agreement shall commence on December 1, 2022, and shall terminate on September 30, 2026, unless extended pursuant to this Agreement. Any term shall renew upon ARCHERS' written notice to CITY of ARCHERS' intent to renew not less than ninety (90) days prior to the end of any current term, and at CITY's sole discretion.

3. Purpose of Agreement. Idaho Falls Power (IFP), a Department of CITY, plans to develop property, including the Premises described in this Agreement, as a substation in support of IFP provision of electrical power to its customers. Because the IFP substation and surrounding property east of Sandy Downs and Sand Creek is not currently developed for the substation or other IFP purposes, CITY will allow ARCHERS to temporarily use the Premises pursuant to this Agreement until IFP needs the Premises for such development. CITY encourages ARCHERS to continue to look for a permanent archery facility off of the Premises and, in the meantime, allows ARCHERS the occupancy and usage of the Premises pursuant to this Agreement.

The archery-related uses granted herein are given solely for the purpose of allowing ARCHERS to use the Premises to facilitate the sport of archery. ARCHERS shall not conduct, transact, or permit to be conducted or transacted any other business or activity of any kind, upon the Premises without the express prior approval of CITY in writing.

4. CITY Use of Premises. CITY requires that ARCHERS provide CITY residents the use of Premises at published times and at no cost for not less than sixteen (16) hours per month from May through July and not less than eight (8) hours per month in April and August throughout any term of this Agreement.

5. Safety Precautions. ARCHERS shall have full and complete responsibility for the safety and welfare of all participants, spectators, licensees, invitees, or other persons upon the Premises during any term of this Agreement. ARCHERS shall take all reasonable and proper precautions for the health, safety, and protection of all persons using or coming upon the Premises during the term of this Agreement. ARCHERS further agrees that it will not cause or allow any condition which will create an unreasonable risk of harm or injury to person or property upon the Premises.

6. Maintenance. ARCHERS shall keep and maintain the Premises in a good state of repair and tidiness throughout the term of this Agreement and shall not cause or permit any waste or destruction of the Premises. ARCHERS shall reasonably control and prevent the growth of grass and weeds on the Premises, will remove trash and refuse, not create or permit public noise nuisances, and will comply with all statutes, ordinances or regulations relating to the control or eradication of weeds on said Premises and on the roads adjacent thereto. CITY shall maintain and repair the well, water pump, and irrigation system on the Premises. ARCHERS shall notify CITY of any concern about the well, water pump, or irrigation system during the term of this Agreement.

7. Improvements. At ARCHER's sole expense, ARCHERS may provide any improvements to the Premises reasonably necessary to facilitate ARCHER's use of the Premises for the purposes set forth in this Agreement, provided that ARCHERS shall first obtain the express approval of CITY in writing, which approval shall not be unreasonably withheld. Prior to the commencement of construction, ARCHERS shall submit copies of plans and specifications for improvements to CITY for its review and approval in writing. Such approval shall not be deemed as an approval of the adequacy of such plans for public safety purposes. All construction shall be in accordance with applicable building, fire, health and sanitation codes or other State or local ordinances, regulations or statutes.

8. Compensation. For the term of this Agreement, ARCHERS agrees to contribute, as compensation for the lease of the Premises, the maintenance and upkeep of the Premises pursuant to this Agreement.

9. Insurance and Indemnification. ARCHERS shall procure and maintain throughout the term of this Agreement public liability insurance having a single limit of not less than one million dollars (\$1,000,000), together with an endorsement naming CITY as an additional insured. Such insurance policy shall further provide that the policy is primary insurance and may not be terminated except upon at least thirty (30) days advance notice in writing to CITY. ARCHERS shall provide CITY with a certificate of insurance evidencing such insurance within thirty (30) days from the date of execution of this Agreement, and shall maintain such certificates at all times subsequent. ARCHERS further agrees to indemnify, defend, and hold CITY harmless from any and all claims, actions or demands arising from any act omission by ARCHERS or its members, employees or agents, arising from



the use of the Premises pursuant to this Agreement.

10. Compliance with Law. ARCHERS agrees to comply with all ordinances, laws, statutes or regulations applicable with respect to the use of the Premises and facilities. ARCHERS shall have the sole responsibility of obtaining all licenses, permits, or other approvals with respect to its use of the Premises or the construction of any improvements upon the Premises.

11. Utilities and Sanitation. CITY, through IFP, shall pay all monthly service charges, if any, for any, water and electrical services or other utility services for the Premises. ARCHERS shall provide or maintain portable toilets, septic tanks, drain fields or other facilities necessary for the removal or treatment of sanitary sewage from the Premises.

12. Termination for Public Use. This Agreement may be terminated by CITY at any time when CITY, in its sole judgment, determines that any or all of the Premises is needed for public use or the public good. In the event of such termination, ARCHERS shall be given ninety (90) days prior written notice of such termination.

13. Termination by CITY for Cause. This Agreement may also be terminated by CITY upon a happening of any of the following events:

- a. Failure of ARCHERS to provide the whole or any part of the compensation or fees for utilities set forth in this Agreement as the same are due.
- b. The making by ARCHERS of an assignment for benefit of creditors or the filing of a petition in bankruptcy by or against ARCHERS.
- c. Violation of ARCHERS of any law, regulation, ordinance, or statute during the course of its use of the Premises, provided CITY shall first give ARCHERS notice of such violation and a reasonable opportunity to correct such violation.
- d. The abandonment of the Premises or any substantial portion thereof for more than sixty (60) consecutive calendar days. Cessations of archery-related activities during inclement weather or the winter season shall not be considered abandonment for purposes of this paragraph 13.
- e. Default in the performance of any other covenant or condition set forth herein and failure to remedy such default within thirty (30) days after written notice of such default has been delivered to ARCHERS.

14. Fixtures, Improvements and Insurance. All fixtures or improvements

permanently installed upon the Premises by or at the direction of ARCHERS shall become the property of CITY upon the termination or expiration of this Agreement, unless they are removed by ARCHERS without damage to the Premises prior to such termination or expiration. ARCHERS shall procure and maintain property damage insurance for the full fair market value of all fixtures or improvements located upon the Premises during the term of this Agreement. Such insurance policy shall include a provision requiring written notice be given to CITY not less than thirty (30) days prior to any termination of this Agreement.

15. Assignment. This Agreement nor any of the rights or privileges arising therefrom shall be assigned, sold, conveyed, or subleased to any other person or entity. ARCHERS shall not cause or permit any lien, encumbrance, or claim to be made or filed against the Premises or the fixtures or improvements thereon.

16. Compliance with Environmental Laws. ARCHERS agrees that it shall not treat, store, manufacture, dispose, use, or allow the use of any "hazardous substance" upon the Premises, as such term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", 42 U.S.C. § 9601, et seq.), the Clean Water Act, ("CWA", 33 U.S.C. § 1251, et seq.), the Toxic Substances Control Act ("TSCA", 15 U.S.C. § 7401, et seq.), the Resource Conservation and Recovery Act of 1976 (RCRA", 42 U.S.C. § 6901, et seq.), the Idaho Environmental Protection and Health Act of 1972 ("IEPHA", Title 39, Chapter I, Idaho Code), the Idaho Hazardous Waste Management Act of 1983 ("IHWMA", Title 39, Chapter 44, Idaho Code) or any other similar state or federal law or regulation regulating the use, storage, transport or manufacture of a hazardous substance, without first sending written notice of such intended use to CITY at least sixty (60) days prior to the commencement of such use. Such notice shall specifically describe the hazardous substance involved, the reason for such use and all methods, precautions and procedures to be employed by ARCHERS to ensure such hazardous substance is not released into the environment. ARCHERS also agrees to strictly comply with all terms and provisions of such acts, statutes and laws, and any other similar environmental law or any rule or regulations, enacted or promulgated after the date hereof, and to design and construct all facilities in a manner which reasonably ensures hazardous substances will not be released into the environment.

CITY, and its agents, attorneys, employees, consultants and contractors, hereby reserve the right to enter upon and inspect the real property and facilities leased hereby at any time for the purpose of determining ARCHER's compliance with the provisions of this section, including, without limitation, the right to perform such inspections, examinations, subsurface testing, soils and ground water testing and other tests necessary to protect CITY's interest in the property and ensure ARCHER's compliance with the terms and provisions of this section.

In the event ARCHERS gives notice of its intent to use such hazardous substances, CITY

may require that ARCHERS annually submit a written site assessment and environmental audit to CITY, in scope, form and substance satisfactory to CITY, and prepared by an independent, competent and qualified licensed engineer showing that the engineer has conducted an environmental audit of the Premises, consistent with good commercial and customary practice and certifying that no evidence or indication came to light which would suggest there has been a release of hazardous substances on the Premises, which would necessitate an environmental response action by the United States government or the State of Idaho, or any agency thereof, and further certifying that ARCHER's use of the Premises and the condition of the Premises, complies with and does not deviate from all applicable environmental statutes, laws, ordinances, rules and regulations, including any licenses, permits or certificates required thereunder. In the event any environmental response action is initiated by any federal or state agency charged with the enforcement of such environmental laws and regulations, CITY may require such environmental audit and inquiry be conducted more frequently than annually and as frequently as necessary to ensure ARCHER's compliance with the terms and provisions hereof. In the event any environmental response action is initiated or taken by any state or federal regulatory agency, CITY may require ARCHERS to post and deliver a performance bond or policy of insurance indemnifying and holding CITY harmless from any and all reasonably foreseeable costs, penalties, fines or response costs of any kind which may be assessed by such agency on account of ARCHER's failure to comply with the provisions of such environmental laws and regulations, as a condition for ARCHER's continued use of the Premises pending determination by a court of law of ARCHER's compliance with such statutes.

In the event ARCHER's failure to strictly comply with the terms and provisions of said statutes or laws, CITY may immediately and without prior notice enter upon the Premises and take such response action as reasonably necessary to bring the property into compliance with such laws and comply with any response action taken by any agency charged with the enforcement thereof. In such event, all costs, expenses and consultants' fees incurred by CITY shall be promptly and immediately paid by ARCHERS, and together with interest at a rate of twelve percent (12%) per annum until paid, from the date such costs were incurred by CITY.

In the event ARCHERS has used, stored or transported a hazardous substance upon the Premises, CITY may, at the termination of this Agreement, perform an environmental audit of such scope and extent determined necessary by CITY, in order to determine ARCHER's compliance with the terms and provisions of this section. Such audit shall be performed at the sole expense of ARCHERS.

ARCHERS agrees to indemnify, defend, and save CITY harmless from any and all damages, remedial orders, judgments, decrees, costs and expenses, including but not limited to attorneys fees, consultants fees, clean-up costs, removal and response costs arising from ARCHER's failure to strictly comply with the terms and provisions of this section. The terms and provisions of this section shall survive the termination of this Agreement and shall remain in effect for the full period of any statute of limitations with respect to the enforcement of such

environmental laws and regulations, or the terms and conditions of this Agreement, whichever is longer.

17. Notices. All notices required or permitted to be given pursuant to the terms hereof shall be deemed to have been delivered upon deposit in the United States mail, postage prepaid, certified mail, return receipt requested at the following address, or such other address which may be delivered in writing to the receiving party:

Director  
Idaho Falls Power  
P.O. Box 50220  
Idaho Falls, ID 83405

South Fork Archers, Inc.  
c/o 270 E. 15<sup>th</sup> Street  
Idaho Falls, ID 83402  
southforkarchers@gmail.com

18. Attorneys Fees. In the event of any breach or default in the performance of the covenants, obligations and conditions set forth herein by either party, the prevailing party shall be entitled to recover its reasonable attorneys fees and costs incurred in enforcing the terms and provisions hereof.

19. Venue and Jurisdiction. 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 of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

20. Complete Agreement. This writing evidences the complete and final agreement of the parties on this subject matter and all other previous agreements, representations, negotiations or statements not expressly set forth herein shall be of no force or effect. This Agreement shall not be modified except in a writing signed by both of the parties hereto.

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

ATTEST:

CITY OF IDAHO FALLS

\_\_\_\_\_  
Jasmin Marroquin,  
Deputy City Clerk

By: \_\_\_\_\_  
Rebecca L. Noah Casper, PhD.  
Mayor

SOUTH FORK ARCHERS, INC.

\_\_\_\_\_  
John Baxter

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, PhD., 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 she is 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 for State of Idaho  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO            )  
                                      ) ss:  
County of Bonneville        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared John Baxter, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he is authorized to executed the same for and on behalf of his own behalf.

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 for State of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# Memorandum

**File #:** 21-705

**City Council Meeting**

**FROM:** Brad Cramer, Director  
**DATE:** Monday, October 31, 2022  
**DEPARTMENT:** Community Development Services

## Subject

Quasi-Judicial Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Bentley Townhomes.

## Council Action Desired

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

1. Approve the Planned Unit Development for Bentley Townhomes as presented (or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Bentley 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 PUD and Reasoned Statement of Relevant Criteria and Standards for Bentley Townhomes. On July 5, 2022, the Planning and Zoning Commission unanimously voted to recommend approval of the PUD as presented. Staff concurs with Planning and Zoning's recommendation.

## Alignment with City & Department Planning Objectives



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

## Interdepartmental Coordination

The PUD plan has been reviewed by Engineering, Fire, Parks, Planning, Sanitation, Sewer, and Water.

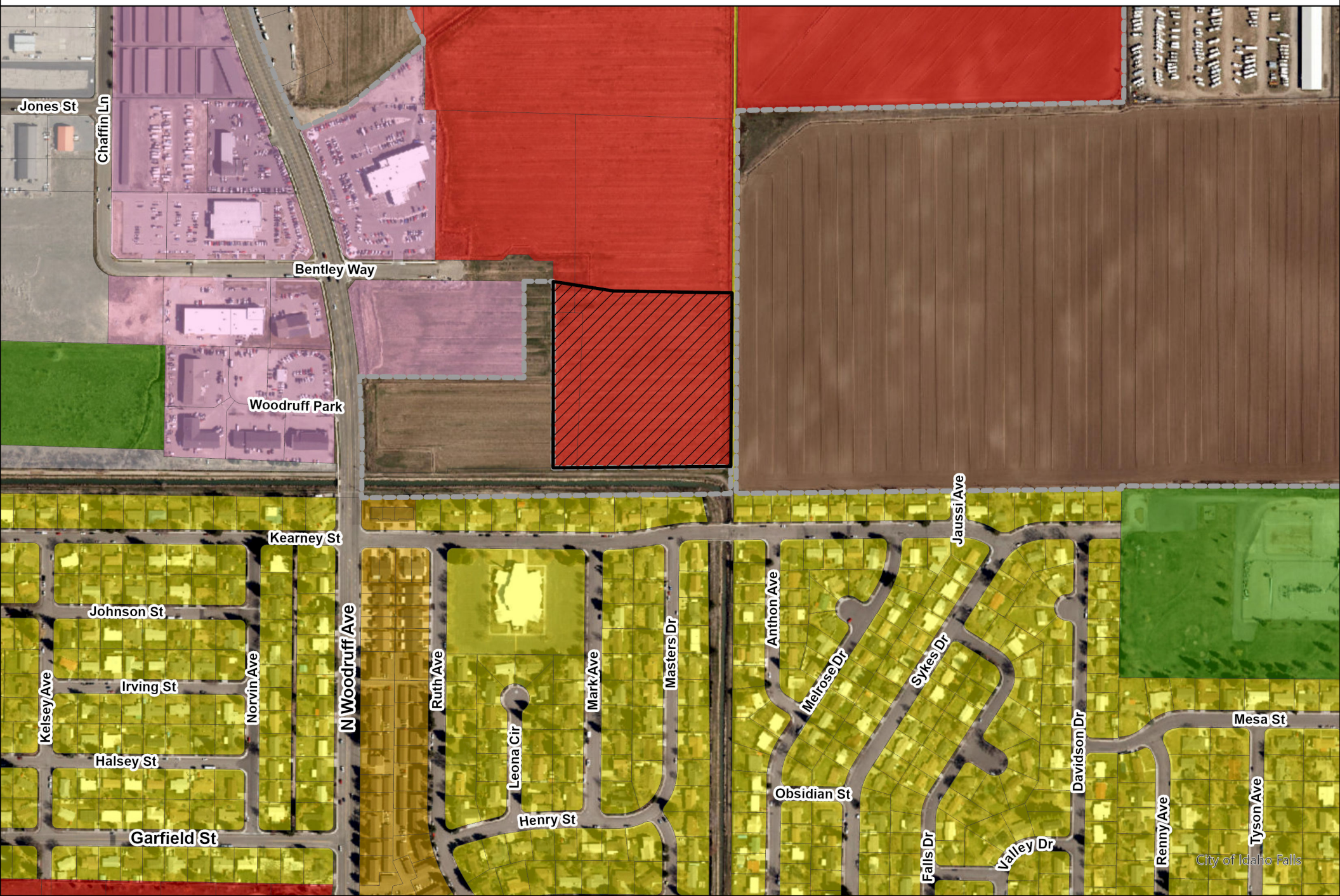
**Fiscal Impact**

NA

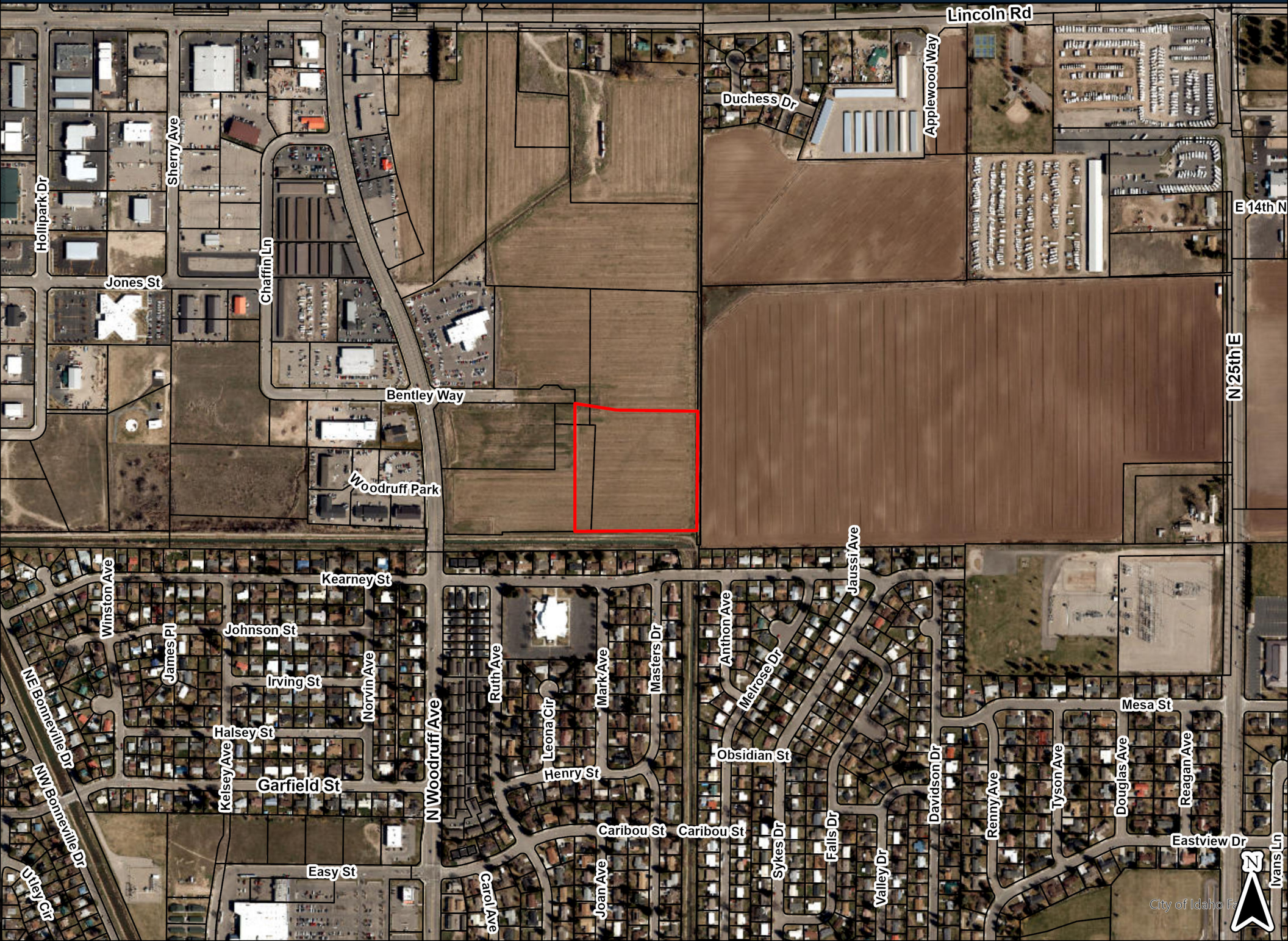
**Legal Review**

This application has been reviewed by the City Attorney's Office pursuant to applicable law.









Lincoln Rd

Duchess Dr

Applewood Way

E 14th N

N 25th E

Hollipark Dr

Sherry Ave

Jones St

Chaffin Ln

Bentley Way

Woodruff Park

Kearney St

Johnson St

Irving St

Halsey St

Garfield St

Easy St

Winston Ave

James Pl

Kelsey Ave

Norvin Ave

N Woodruff Ave

Ruth Ave

Henry St

Leona Cir

Mark Ave

Masters Dr

Joan Ave

Caribou St

Caribou St

Obsidian St

Anthon Ave

Melrose Dr

Jaussi Ave

Davidson Dr

Renny Ave

Tyson Ave

Mesa St

Douglas Ave

Reagan Ave

Eastview Dr

Evans Ln

NE Bonneville Dr

NW Bonneville Dr

Utley Cir





SURVEY NOTE:

This site plan conforms to an actual survey that was performed on the ground by a licensed land surveyor in and for the State of Idaho. It is the owner's responsibility to construct all structures shown on this site plan in accordance with said survey.



Know what's below.  
Call before you dig.

SHEET INDEX

1 OF 1 = PLANNED UNIT DEVELOPMENT CONCEPT

SITE INFORMATION

PARCEL ZONING = L.C.  
BUILDING HEIGHT = 24' MAX  
CONSTRUCTION TYPE = VB  
TOTAL BUILDINGS = 25  
BUILDING SQ. FT. = 3,040 SQ. FT. EACH  
SINGLE FAMILY ATTACHED UNITS = 100  
TOTAL AREA OF PROPERTY = 371,268.00 SQ. FT. (8.52 acres)  
ALLOWED DENSITY = 35 UNITS PER ACRE  
DESIGN DENSITY = 11.74 UNITS PER ACRE

PARKING REQUIREMENTS

PARKING SPACES REQUIRED = 2 SPACES PER DWELLING UNIT  
PARKING SPACES PROVIDED = 100  
200 DWELLING UNIT SPACES  
13 GUEST SPACES  
7 ADA SPACES  
TOTAL = 213

STORM WATER REQUIREMENTS

DIV. 1: 92760.16 SQ. FT.  
92760.16 x 1.33 = 12,358.10 CU. FT.  
TOTAL STORAGE REQUIRED = 10281 CU. FT.  
TOTAL STORAGE PROVIDED = 10675 CU. FT. PROVIDED

DIV. 2: 129050.50 SQ. FT.  
129050.50 x 1.33 = 17,161.72 CU. FT.  
TOTAL STORAGE REQUIRED = 14303 CU. FT.  
TOTAL STORAGE PROVIDED = 14699 CU. FT. PROVIDED

DIV. 3: 149456.50 SQ. FT.  
149456.50 x 1.33 = 19,877.71 CU. FT.  
TOTAL STORAGE REQUIRED = 16565 CU. FT.  
TOTAL STORAGE PROVIDED = 16933 CU. FT. PROVIDED

COMMON SPACE REQUIREMENTS

TOTAL REQUIRED(25%) = 92,817 SQ. FT. (2.07 ACRES)  
TOTAL PROVIDED = 94,929 SQ. FT. (2.18 ACRES)  
PROVIDED PERCENT = 25.5%  
TREES REQUIRED = (1 PER 5000 SQ. FT.) 19  
TREES PROVIDED = 22  
SHRUBS REQUIRED = (2 PER TREE) 38  
SHRUBS PROVIDED = 44

ASPHALT

TOTAL ASPHALT SQ. FT. = 89,140 SQ. FT.  
TOTAL REQUIRED(10%) LANDSCAPE = 8,914 SQ. FT.  
TOTAL PROVIDED = 10,592 SQ. FT.  
PROVIDED PERCENT = 11.8%

PROPOSED PROJECT AMMENITIES

1. EVENT/PICNIC AREA
2. PLAYGROUND AND PICNIC AREA
3. PICNIC AREA

BASIS OF BEARING

2004 CITY OF IDAHO FALLS CONTROL

BENCHMARK

B.M. 247, TOWNSHIP 2, RANGE 38  
NAVD 88 4740.38  
Woodruff Ave. & Chaffin DR. The point of arrow on top of a fire hydrant on the NW corner of the intersection, 2.7 ft. above ground.

PLANNED UNIT DEVELOPMENT NOTES

1. ALL STREETS AND PARKING AREAS INSIDE P.U.D. WILL BE PRIVATELY MAINTAINED AND OPERATED. THE CITY OF IDAHO FALLS WILL NOT TAKE OVER PRIVATE STREETS.
2. ALL EASEMENTS INSIDE P.U.D. ARE CONSIDERED PUBLIC UTILITY EASEMENTS. WIDTH VARIES DEPENDED ON USE.
3. POTABLE WATER AND SANITARY SEWER WILL BE INSTALLED IN A P.U.E. VARYING IN WIDTH MOSTLY FOLLOWING LIP OF CURB FOR CITY MAINTENANCE.

ELECTRICAL NOTES:

1. ALL NEW ELECTRICAL FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT IDAHO FALLS POWER SERVICE POLICY.
2. ELECTRICAL SWITCH CABINETS AND BASES (WHEN REQUIRED) WILL BE PROVIDED BY IDAHO FALLS POWER BUT SHALL BE INSTALLED BY THE DEVELOPER/CONTRACTOR.
3. ALL PRIMARY AND SECONDARY CONDUITS SHALL BE PROVIDED AND INSTALLED BY THE DEVELOPER/CONTRACTOR. ALL ELECTRICAL CONDUITS AND 36" RADIUS ELBOWS SHALL BE SCHEDULE 40 PVC.
4. THE MINIMUM POWER TRENCH DEPTH SHALL BE 54" BELOW FINISH GRADE (CONDUIT TO BE INSTALLED 48" BELOW FINISH GRADE), INCLUDING 6" OF SAND BEDDING BELOW AND ABOVE TOP OF CONDUITS.
5. PRIMARY AND SECONDARY CONDUIT DEPTHS CAN BE REDUCED TO 18" OF COVER BELOW FINISHED GRADE WITH APPROVAL BY IDAHO FALLS POWER. RIGID GALVANIZED STEEL CONDUIT MUST BE PROVIDED AND INSTALLED BY THE DEVELOPER/CONTRACTOR IN A TRENCH LESS THAN 48" DEEP.
6. THE DEVELOPER/CONTRACTOR SHALL PROVIDE ALL STAKING AND LAYOUT OF NEW ELECTRICAL FACILITIES INCLUDING POWER POLES.
7. THE CONTRACTOR SHALL RETAIN AND PROTECT ALL EXISTING CITY POWER POLES AND ELECTRICAL FACILITIES DURING CONSTRUCTION.
8. COORDINATE ALL ELECTRICAL CONSTRUCTION WITH IDAHO FALLS POWER, P.U.E.
9. OWNER SHALL BEAR ALL COSTS TO RELOCATE OR REMOVE EXISTING POWER POLES, LIGHT POLES, ANCHOR GUYS, AND MISCELLANEOUS ELECTRICAL FACILITIES, WITH THE EXCEPTION OF UTILITIES INSIDE CITY RIGHTS OF WAY THAT ARE REQUIRED BY THE CITY TO BE RELOCATED.
10. THE OWNER/DEVELOPER SHALL PROVIDE ALL TRENCHING, CONDUIT AND CONCRETE LIGHT POLE FOUNDATIONS FOR STREET ILLUMINATION ALONG ALL PUBLIC RIGHT OF WAY AS PER CURRENT IDAHO FALLS POWER SERVICE POLICY. ADDITIONALLY, OWNER/DEVELOPER SHALL PURCHASE STREET LIGHT ASSEMBLY PROVIDED AND INSTALLED BY IDAHO FALLS POWER. PAYMENT REQUIRED PRIOR TO INSTALLATION OF STREETLIGHT(S).
11. WITH EXCEPTION OF CONDUIT CROSSING, CONTRACTOR SHALL INSTALL CURB AND GUTTER PRIOR TO POWER TRENCH AND CONDUIT INSTALLATION. OR (WITH IDAHO FALLS POWER APPROVAL) CENTERLINE OF TRENCH MAY BE STAKED WITH CUT/FILL TO BOTTOM OF TRENCH AT ALL GRADE BREAKS AND HUBS AT 25' INTERVALS AND OFFSET STAKES AT ALL TRANSFORMERS, SWITCH CABINETS, SECONDARY PEDESTALS ETC.
12. IF APPLICABLE, SEE IDAHO FALLS POWER ELECTRICAL SITE PLAN FOR OFF-SITE ELECTRICAL AND FIBER OPTIC FACILITIES, LAYOUT, AND INSTALLATION DETAILS.
13. CONTACT IDAHO FALLS POWER PRIOR TO CONSTRUCTION. (208)612-8573

FIRE DEPT. NOTE:

AN APPROVED SECONDARY ACCESS MUST BE CONSTRUCTED PRIOR TO PHASE 2 & 3, OR ALL BUILDINGS INCLUDING PHASE 1 MUST BE EQUIPPED WITH A NFPA-130 FIRE SPRINKLER SYSTEM.

# PUD CONCEPT FOR:

## BENTLEY TOWN HOMES DIVISION 1



GENERAL NOTE:

1. ALL PUBLIC IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY OF IDAHO FALLS ENGINEERING STANDARD SPECIFICATIONS AND STANDARD DRAWINGS.
2. ALL ON-SITE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY OF IDAHO FALLS ENGINEERING STANDARD SPECIFICATIONS STANDARD DRAWINGS OR ISPEC.
3. SEE ARCHITECTURAL PLANS FOR ALL BUILDING DETAILS.
4. ALL FIRE ACCESS ROADS SHALL MEET THE LATEST VERSION OF THE INTERNATIONAL FIRE CODE REQUIREMENTS FOR FIRE APPARATUS ROAD.

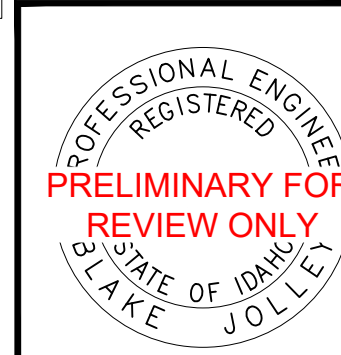
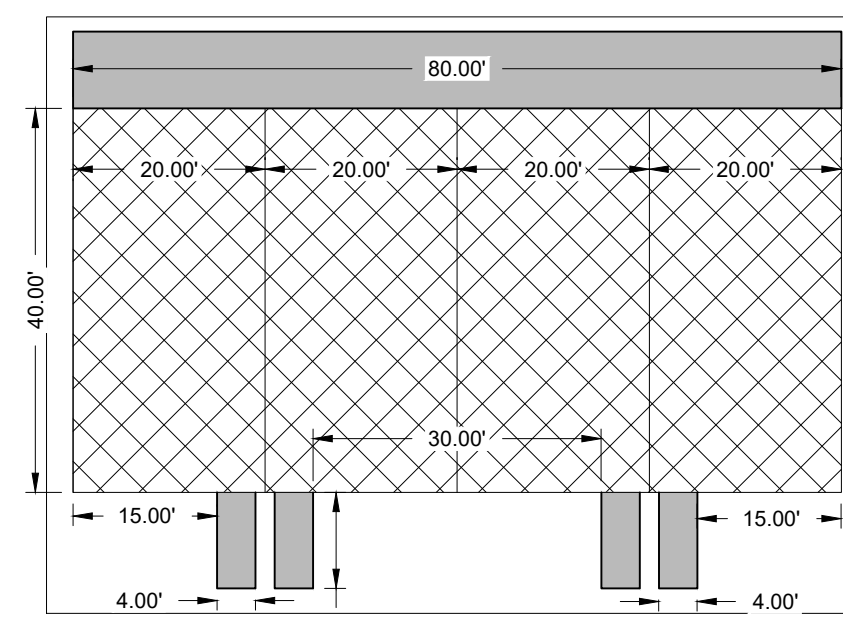
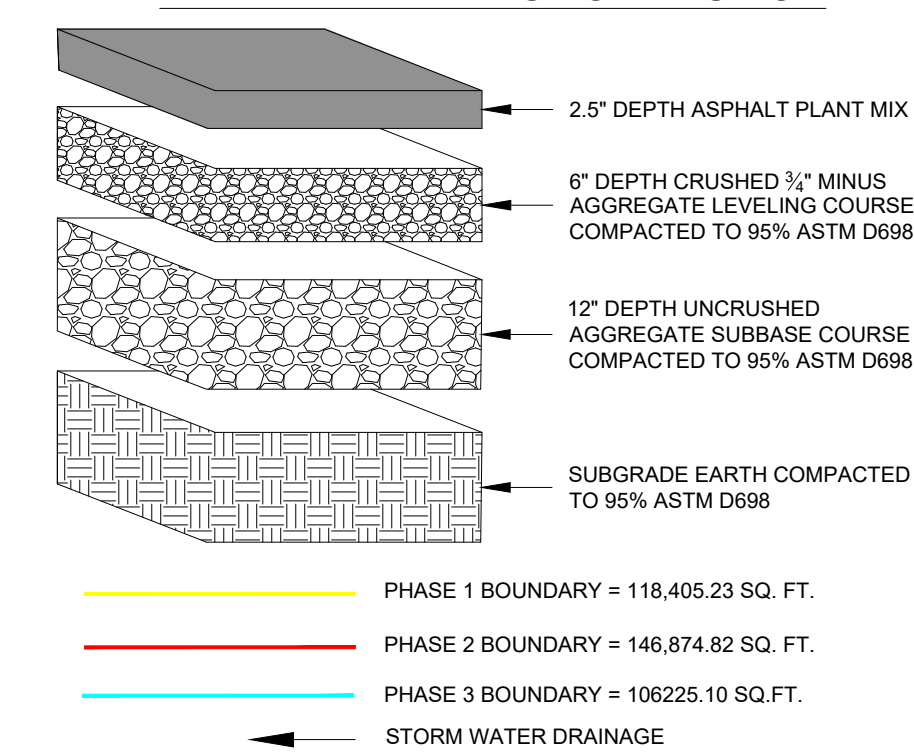
NOTE:

1. IF DUMPSTER AREA IS ENCLOSED AND GATED OWNER WILL BE REQUIRED TO PUSH IN AND OUT FOR SANITATION DEPT. IF NOT GATED, MINIMUM 8' X 8' INTERIOR.

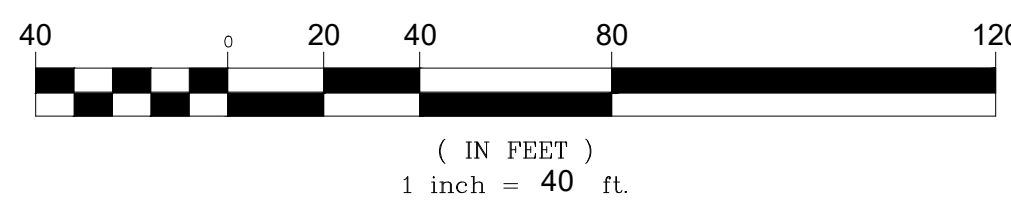
### LEGEND

	EXIST. CATCH BASIN
	PROPOSED CATCH BASIN
	EXIST. STORM DRAIN MANHOLE
	EXIST. FIRE HYDRANT
	PROPOSED FIRE HYDRANT
	EXIST. LIGHT POLE
	PROPOSED STREET LIGHT
	PROPOSED SANITARY SEWER MANHOLE
	EXIST. CURB & GUTTER
	PROPERTY LINE
	GRADE BREAK
	SAW CUT
	STREET RIGHT-OF-WAY (ROW)
	EASEMENT LINE
	EXIST. FENCE LINE
	PROPOSED UNDERGROUND POWER
	EXIST. SANITARY SEWER LINE
	PROPOSED SANITARY SEWER LINE
	EXIST. WATERLINE
	PROPOSED WATERLINE
	PROPOSED SANITARY SEWER SERVICE
	PROPOSED 2\"/>
	EXISTING OVERHEAD POWER
	EXISTING OVERHEAD TELEPHONE
	EXISTING GAS SERVICE
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	FIRE LANE CURB PAINTED RED
	PROPOSED CONCRETE
	PROPOSED ASPHALT
	PROPOSED LANDSCAPING
	PROPOSED BUILDINGS
	EXISTING ASPHALT
	EXISTING CONCRETE
	PROPOSED TREE
	PROPOSED SHRUB

### ASPHALT PARKING LOT SECTION



### GRAPHIC SCALE



### ENGINEERING DEPT.

SEWER FRONT FOOTAGE 0 FT.  
WATER FRONT FOOTAGE 0 FT.

1. The address shall be posted and maintained on every job site prior to and during construction. **NO ADDRESS = NO INSPECTION.**
2. A **Site Plan** including a completed City review block shall be on the job site at all times during construction.
3. **Any changes** to this site plan shall be submitted to the City of Idaho Falls Planning and Building Division for approval prior to construction.
4. **Failure to comply** with the requirements of this plan may result in the City withholding building permits, certificates of occupancy, water or electrical service.
5. **Approval of the City Engineer** is required for any proposed construction within a public right-of-way or easement and shall be in accordance with the **current City of Idaho Falls Standard Specifications and Drawings**.
6. A **City of Idaho Falls Public Works License** is required for any contractor working in a public right-of-way or easement.
7. A **Public Right-of-Way Use Permit** is required for any work in any public right-of-way or easement. The City Engineering Department must be notified at least two (2) days prior to any excavation under this permit (208-612-8250).
8. **Placing Concrete** within the public right-of-way requires inspection and approval by the City Engineering Department. The department shall be notified at least four (4) hours prior to placing (208-612-8250).
9. All **Driveway Approaches** shall be concrete and meet the requirements of the current City of Idaho Falls Standard Specifications and Drawings. All driveways and parking areas shall be hard surface.
10. **Replace** all broken or poor quality curb, gutter, and sidewalk.
11. **Remove** all unused driveway approaches and replace with standard full height curb, gutter and sidewalk.
12. A Licensed Idaho Professional Engineer shall inspect, certify to City Standards, and prepare "As-built" drawings for all **Water, Sanitary Sewer and Storm Sewer Main Lines**.
13. All **Water Service Lines** less than four (4) inches and **Sanitary Service Lines** less than eight (8) inches shall be inspected by the City Sewer Department prior to backfilling (612-8108).
14. Pursuant to IDAPA 58.01.08, all new construction shall install provisions for a future water meter to capture domestic and landscape irrigation uses. Provisions shall be installed per City of Idaho Falls Standard Drawing 600-1 for 600-3. Contact Water Supt. (208-612-8471) to determine if meter is required. Meters or meter idlers shall be on approved material list and may be purchased from Water Department warehouse (208-612-8474).
15. **Fire flow and access road requirements for commercial buildings** are based on building construction type, height, and total square footage of all floors. This information must be provided on the site plan.
16. **Private fire service water mains** shall be installed by, or under the supervision of, a city licensed fire sprinkler contractor. Fire service mains must be tested and approved by the Fire Marshal prior to backfilling.
17. All **Electrical Facilities**, including new services or the relocating of existing, shall be in accordance with the current Idaho Falls Power Service Policy. Service Policy available at I.F.P. office or I.F.P. website. The developer must submit two (2) copies of these plans directly to Idaho Falls Power for the design and/or approval of electric service. Contact Idaho Falls Power prior to construction of electrical facilities (612-8430).
18. All single-family attached dwellings shall have separate electrical, water, and sewer service lines unless any common facilities.
19. Appropriate erosion and sediment control requirements associated with construction shall be shown on the Site Plan or a separate attached plan.
20. In compliance with Idaho Code § 55-1613 a field search and location survey has been conducted under the direction of a professional land surveyor prior to this project's construction.



### CITY OF IDAHO FALLS SITE PLAN APPROVAL

Revision 10/2018

Approved \_\_\_\_\_ Date \_\_\_\_\_  
City of Idaho Falls

### PROPERTY LEGAL DESCRIPTION

AN ADDITION TO THE CITY OF IDAHO FALLS,  
LOCATED IN THE NORTHWEST 1/4 OF SECTION 16,  
TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M. BONNEVILLE COUNTY, IDAHO  
BENTLEY SUBDIVISION  
DIVISION NO. 1  
LOT 1  
BLOCK 2

### SITE PLAN CONTACT PERSON

NAME BARRY BAME  
ADDRESS 2295 N Yellowstone HWY, Unit 6 Idaho Falls, ID 83401  
PHONE 208.881.0081

### SITE PLAN NAME AND ADDRESS (See Note #1)

BENTLEY TOWNHOMES  
IDAHO FALLS, ID

FILE NO. 2021-052	DRAWN BY: AOT	DATE PLOTTED: 10/4/22	SHEET NO. 1 of 1
SCALE: 1" = 40'	CHECKED BY: BDJ	REVIEW NO.: 1	





1 Front Elevation  
1/4" = 1'-0"



2 Rear Elevation  
1/4" = 1'-0"



1993 N. 37th E  
Idaho Falls, Idaho  
83401  
208-589-8383

## Blackfoot Townhouse

DATE: 16 Oct 2020  
DRAWN BY: RRS  
PROJECT: 2007060

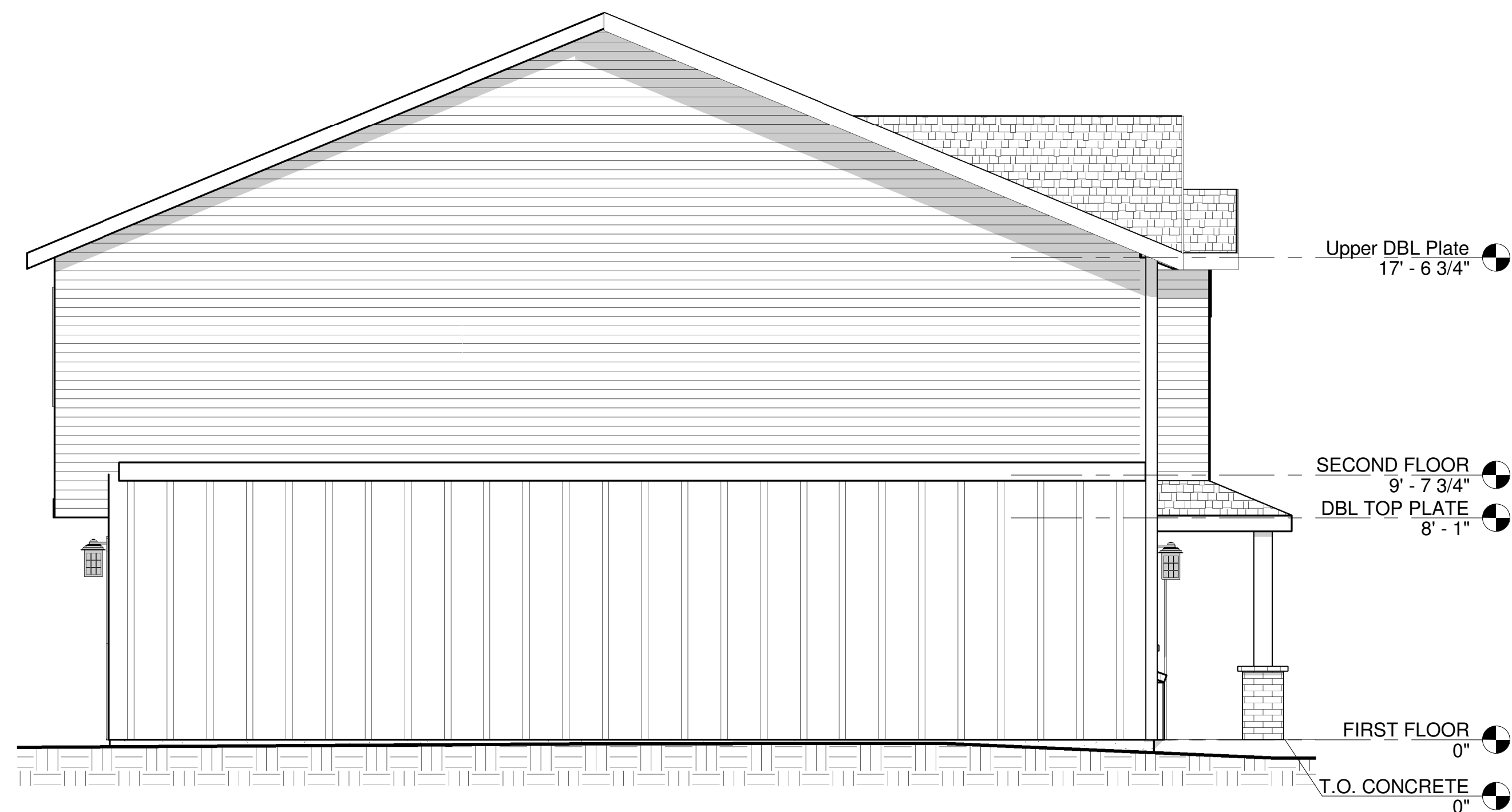
FOR  
Larwence Lane  
Blackfoot, Idaho

These plans have been prepared by an ADDA Certified Drafter to approved drafting practices. All information contained in these plans have been prepared by B'n'R Drafting Services LLC. B'n'R Drafting Services has had no involvement in the Civil, Structural, Mechanical or Electrical Engineering for this project unless explicitly noted. B'n'R Drafting Services will not perform any services reserved for an Architect or Engineer. All Liability for this project remains solely with the contractor, subcontractors and Owner. Final Plans are accepted AS IS.

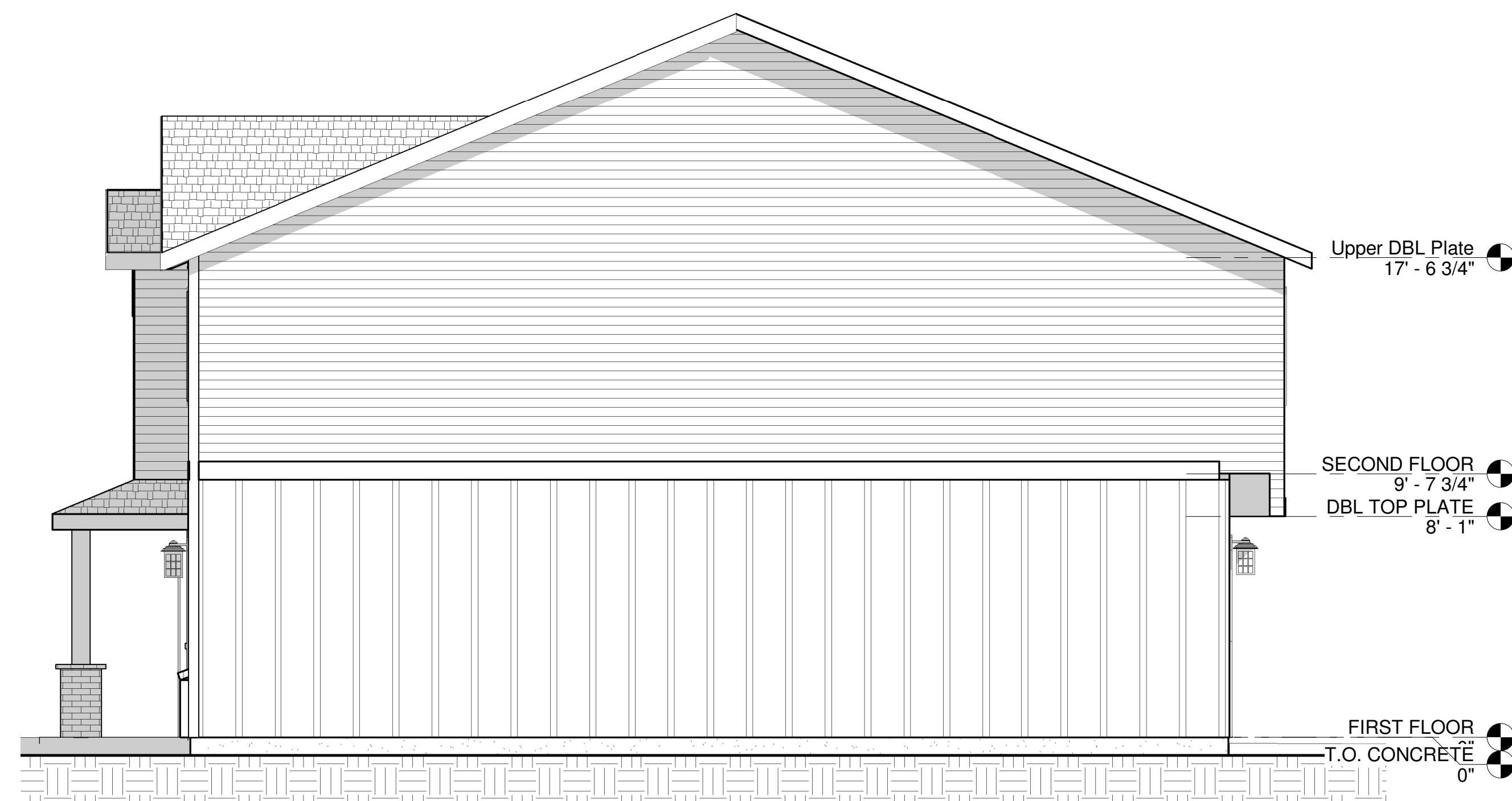
REV	DATE	DESCRIPTION

ELEVATION

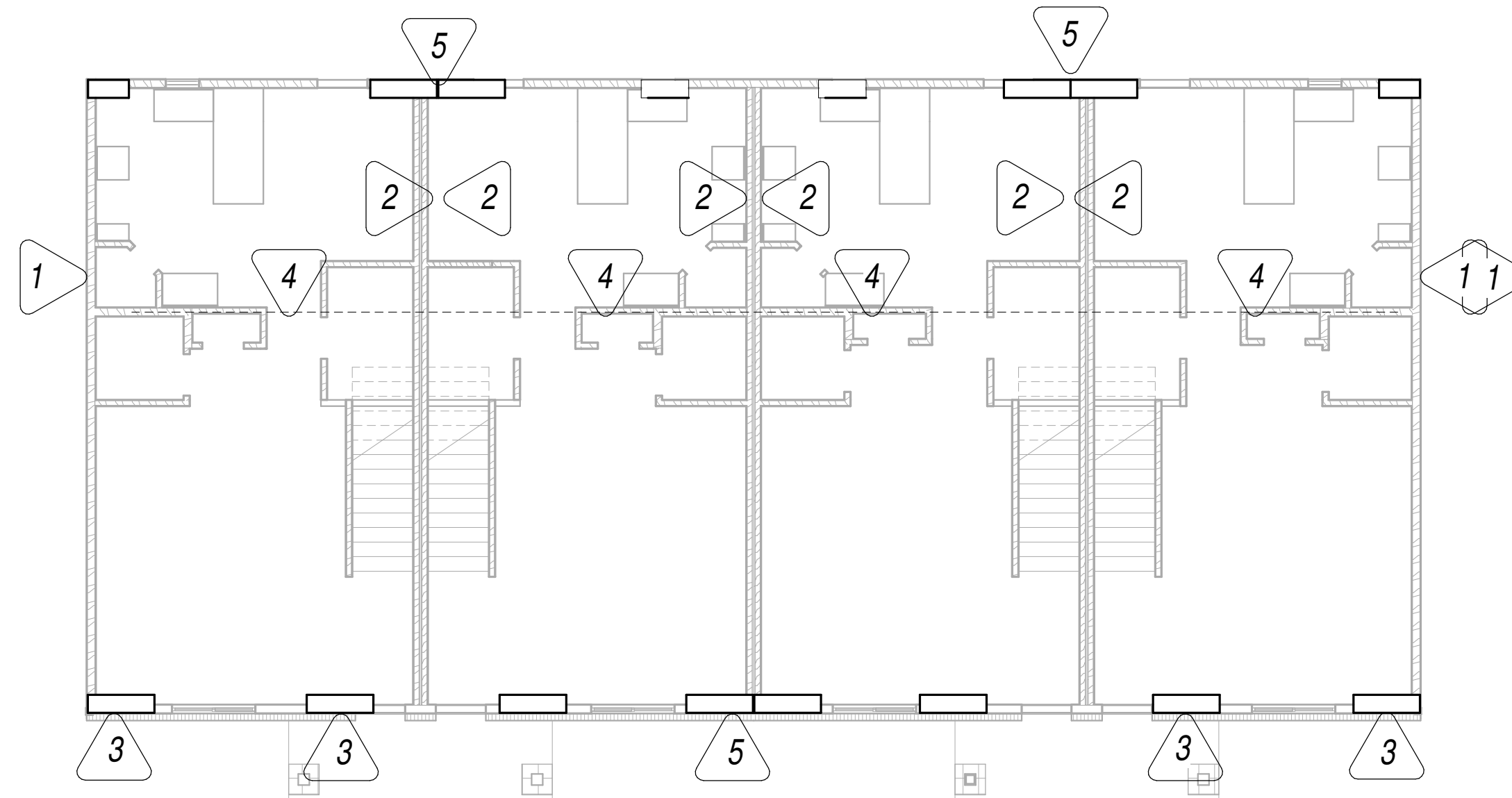
7 of 8



2 Left Elevation  
1/4" = 1'-0"



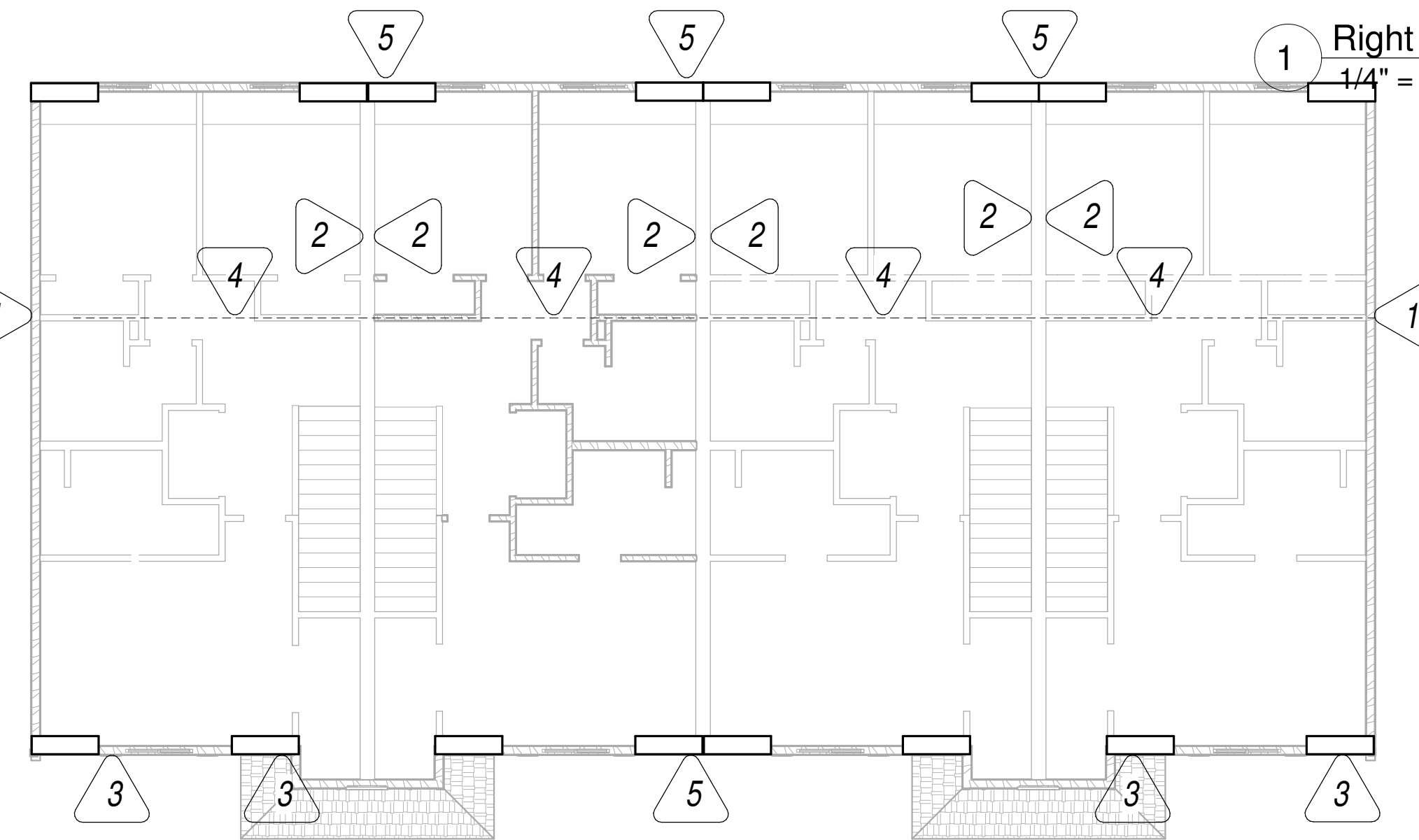
1 Right Elevation  
1/4" = 1'-0"



4 BRACE WALL PANEL LAYOUT  
1/8" = 1'-0"

- 1 Continuous Sheathing (min 38' of wall)  
6d @ 6" o.c. (Panel Edge) and @12" (Intermediate)  
or (16ga x 1 3/4 staples @ 3" o.c. (Panel Edge) and 6" o.c. (Intermediate)
- 2 Gypsum Board  
Nail or Screws @ 7" o.c. (@ all Panel Edge)
- 3 Continuous Sheathing (min 5' of wall)  
6d @ 6" o.c. (Panel Edge) and @12" (Intermediate)  
or (16ga x 1 3/4 staples @ 3" o.c. (Panel Edge) and 6" o.c. (Intermediate)
- 4 Gypsum Board  
Nail or Screws @ 7" o.c. (@ all Panel Edge)
- 5 Continuous Sheathing (min 10' of wall)  
6d @ 6" o.c. (Panel Edge) and @12" (Intermediate)  
or (16ga x 1 3/4 staples @ 3" o.c. (Panel Edge) and 6" o.c. (Intermediate)

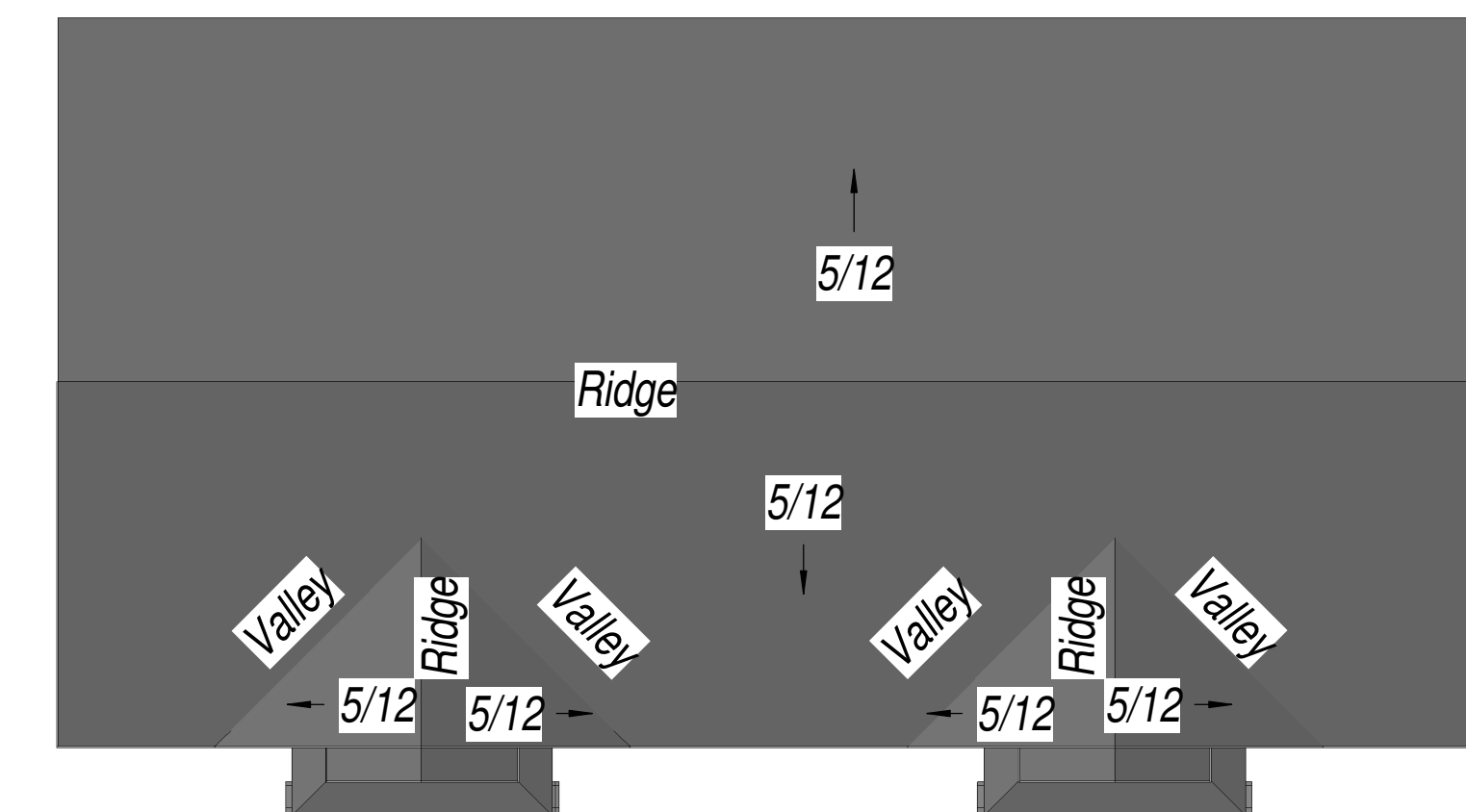
Note: \* A BWP is to be Located within 10' of end of the Brace Wall Line  
and are to Be Located not More than 20' Apart.  
\* Separation Wall to Extend to Exterior Sheathing



5 BRACE WALL PANEL LAYOUT - UPPER  
1/8" = 1'-0"

- 1 Continuous Sheathing (min 38'-0" of wall)  
6d @ 6" o.c. (Panel Edge) and @12" (Intermediate)  
or (16ga x 1 3/4 staples @ 3" o.c. (Panel Edge) and 6" o.c. (Intermediate)
- 2 Gypsum Board  
Nail or Screws @ 7" o.c. (@ all Panel Edge)
- 3 Continuous Sheathing (min 5'-0" of wall)  
6d @ 6" o.c. (Panel Edge) and @12" (Intermediate)  
or (16ga x 1 3/4 staples @ 3" o.c. (Panel Edge) and 6" o.c. (Intermediate)
- 4 Gypsum Board  
Nail or Screws @ 7" o.c. (@ all Panel Edge)
- 5 Continuous Sheathing (min 10'-0" of wall)  
6d @ 6" o.c. (Panel Edge) and @12" (Intermediate)  
or (16ga x 1 3/4 staples @ 3" o.c. (Panel Edge) and 6" o.c. (Intermediate)

Note: \* A BWP is to be Located within 10' of end of the Brace Wall Line  
and are to Be Located not More than 20' Apart.  
\* Separation Wall to Extend to Exterior Sheathing



3 ROOF CONTOUR  
3/32" = 1'-0"

CRICKETS ARE TO BE FIELD LOCATED AS  
NEEDED TO INSURE PROPER DRAINAGE.



1993 N. 37th E  
Idaho Falls, Idaho  
83401  
208-589-8383

## Blackfoot Townhouse

DATE: 16 Oct 2020  
DRAWN BY: RRS  
PROJECT: 2007060

FOR  
Larwence Lane  
Blackfoot, Idaho

ELEVATION

8 of 8

These plans have been prepared by an ADDA Certified Drafter to approved drafting practices. All information contained in these plans have been prepared by B'n'R Drafting Services LLC. B'n'R Drafting Services has had no involvement in the Civil, Structural, Mechanical or Electrical Engineering for this project unless explicitly noted. B'n'R Drafting Services will not perform any services reserved for an Architect or Engineer. All Liability for this project remains solely with the contractor, subcontractors and Owner. Final Plans are accepted AS IS.

REV	DATE	DESCRIPTION

**STAFF REPORT**  
**Planned Unit Development**  
**Bentley Townhomes**  
**November 22, 2022**



Community  
Development  
Services

**Applicant:** Connect Engineering

**Project Manager:**  
Naysha Foster

**Location:** Generally located north of Kearney St, east of N Woodruff Ave, south of Lincoln Rd, west of N 25<sup>th</sup> E.

**Size:** 8.52 acres

**Units:** 100

**Existing Zoning:**

Site: LC  
 North: LC  
 South: R1  
 East: County R-1  
 West: County R-1

**Existing Land Uses:**

Site: Ag  
 North: Ag  
 South: Residential  
 East: Ag  
 West: Ag

**Future Land Use**

**Map:**  
Mixed Use Centers & Corridors

**Attachments:**

1. Maps
2. Aerial photos
3. PUD Site Plan
4. Elevations
5. PUD Standards

**Requested Action:** To approve the Planned Unit Development for Bentley Townhomes.

**History:** 21.6 acres, including this 8.52 acres, was annexed and zoned LC in June of 2018. A Preliminary Plat was approved for the 21.6 acres in 2015 but did not progress to a final plat. Another preliminary plat was approved in May of this year.

**Staff Comments:** The application for the proposed PUD was submitted May 23, 2022. A neighborhood meeting took place on April 11, 2022. A letter was mailed to property owners within 300 feet of the property on March 24<sup>th</sup> notifying neighbors of the meeting. Five people were in attendance.

The PUD will be constructed in 3 phases. The first phase of the proposed PUD consists of buildings 1 through 6 and 15. There will be an amenity in the northeast. Phase two will include buildings 7 through 14 and buildings 16 and 17 and an amenity in the southwest corner. Buildings 18 through 25 and a third and fourth amenity will be constructed in phase 3. The ordinance requires one amenity per 50 units. The four amenities proposed are listed in the table on the following pages.

There will be two accesses to Bentley Way. The landscaping meets the 25% requirement (not including the buffer areas or the 10% internal parking lot). The required parking is 200 total spaces, the PUD will have 215 parking stalls, including guest and ADA stalls.

R3A regulations apply for residential in the LC Zone. The density for this lot would allow 35 units per gross acre, however the applicant is proposing approximately 11 units per acre.

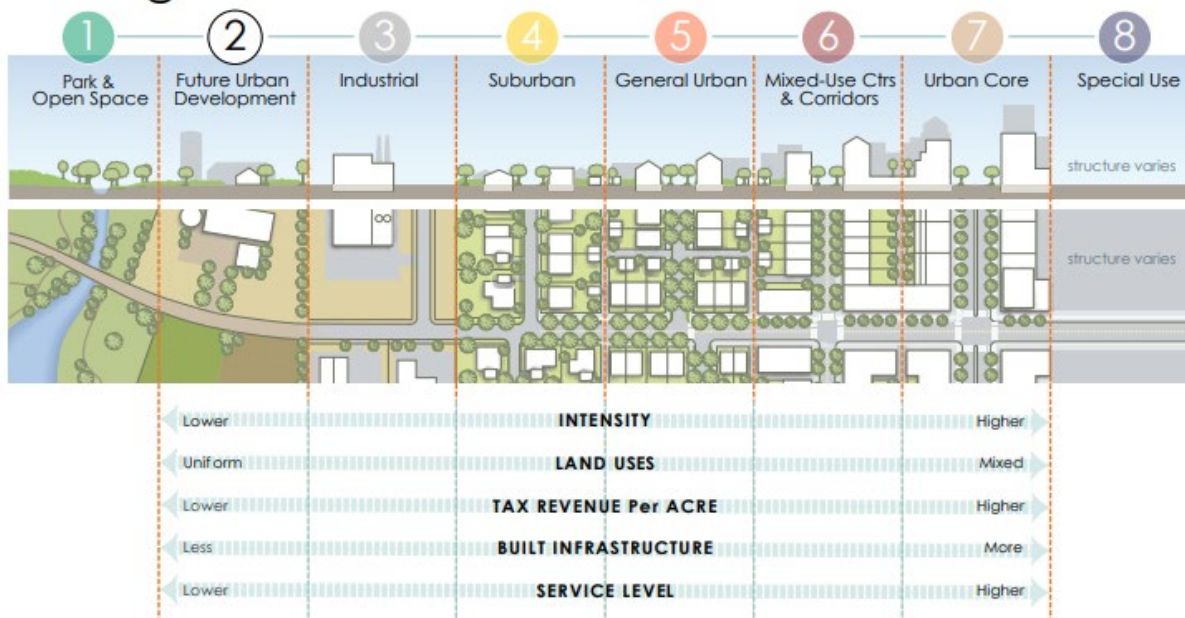
**Staff Recommendation:** Staff and the Planning and Zoning Commission recommend approval of the PUD. The PUD conforms to the requirements outlined in section 11-26(W) of the Zoning Ordinance.

<b>PUD Standards</b>	<b>Staff Comments</b>
Siting Requirements: Minimum site size shall be two (2) acres.	The PUD consists of 8.52 acres. The minimum site size for a PUD shall be 2 acres, with the exception in Section 11-2-6(W)(4)(a), that allows a smaller lot if it is considered redevelopment or provides a public benefit or amenity.
Regulations and Uses: Function as an overlay zone, all regulations and uses shall be the same as the underlying zoning district unless modified as part of the PUD.	The underlying district is LC. The R3A standards for residential shall govern the project.
Unified Control:	The PUD will include a Homeowners Association.
Density: The residential density in the R3A zone with a PUD is 35 units per gross acre.	The developer is proposing approximately 11 units per gross acre.
Location of Buildings and Structures: The maximum structure height for a residential PUD shall be determined by the underlying base zone, except where a structure is set back from required setback lines by at least one foot (1') for each additional foot of building height	There is no building height for LC (R3A for residential use).
Arrangement and Design: Residential buildings include a high quality of design and should be separated and arranged to provide for private space in addition to common areas.	The arrangement of the townhomes will provide some private space, but also be open to the common areas.
Landscaping: All areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.	All non-hard surfaced areas are proposed to be covered by landscaping.
Common Space: All PUDs shall provide common and landscaped areas. Not less than twenty five percent (25%) of the gross area of a PUD shall be designated and maintained as common space.	The proposed PUD meets the twenty five percent requirement.
Amenities: PUDs shall provide amenities in addition to the common space required by this Section. The number and size of the amenities should increase as overall acreage and scale of the development increases.	This development would be required to have two amenities. There are 4 amenities proposed. One is required to be constructed with the first phase. The proposed amenities are: <ul style="list-style-type: none"> <li>• An event and picnic area on the northeast side</li> <li>• A picnic area on the north/central side</li> <li>• A picnic area on the northwest side</li> <li>• A playground and picnic area on the southwest side</li> </ul>
Pedestrian System: Walkways shall form a logical, safe, and convenient system for pedestrian access to all structures and amenities.	The PUD will provide sidewalks within the development.
Phasing:	The applicant is proposing three construction phases.



## Comprehensive Plan:

### ImagineIT Transects



## Zoning:

### 11-6-3: APPLICATION PROCEDURES.

(1) Application Procedures for a Planned Unit Development (PUD).

(8) Approval of the PUD shall expire if no effort is made to complete the PUD within eighteen months from the date of Council's approval of the development plan.

### 11-2-6: (W) Planned Unit Development (PUD).

(1) Purpose. The purpose of the Planned Unit Development (PUD) regulations is to allow for residential and limited commercial uses, or a mix of residential and limited commercial uses, in an overall site development that may vary from the requirements of this Code. The intent of the PUD regulations is also to:

- Allow for flexibility from traditional zoning standards that results in development providing an improved living environment, including usable common space, amenities or services, increased landscaping, additional architectural features or standards, and compatibility with the contiguous neighborhood.
- Promote flexibility and innovation of design while permitting diversification of development types in order to encourage the most suitable use of a site.
- Achieve a compatible land use relationship with the surrounding area.
- Promote redevelopment and reuse of previously developed property.
- Encourage development of vacant properties within developed areas.
- Provide usable and suitably located common space, recreation facilities or other public/common facilities.
- Facilitate functional and efficient systems of streets, pathways, utilities, and municipal

services on and off site.

(h) Promote efficient use of land with a more flexible arrangement of buildings and land uses.

(i) Provide for master planned development that includes interconnected design elements between structures or phases, increased amounts of landscaping or natural features, connections to the surrounding neighborhood or public lands and unique architectural features.

(j) Ensure appropriate phasing of development and amenities.

(k) Provide for attractive streetscapes that are not dominated by parked vehicles or garage entrances.

(2) Allowed Uses.

(a) All uses allowed in the underlying zone.

(b) Limited commercial uses in mixed use developments not otherwise allowed in the base zone as set forth in Chapter 2 Land Use Regulations of when:

(i) The uses are consistent with the character of the neighborhood, mitigate impacts to the surrounding area and are sited and designed such that the activities present will not detrimentally affect residential uses.

(ii) The uses do not create a traffic or pedestrian safety hazard or generate traffic more than the capacity of the public streets serving the development or its own proposed access points to those streets.

(iii) The limited commercial uses within a residential zone do not constitute more than twenty percent (20%) of the gross land area of the PUD.

(3) General Requirements.

(a) Unified Control. The development site of a PUD shall be under unified ownership or control and shall be planned as a whole so all landscaping, off-street parking and other common areas can be properly maintained.

(b) Establishing Additional Standards. In addition to general building and development standards, additional design standards may be imposed in the approval of a conditional use to satisfy the criteria for PUD development as set forth in this Section. The requirement of additional conditions to implement these standards shall be consistent with the process for approval of a conditional use permit for a PUD as set forth in Chapter 6 Administration.

(c) Applicability of Other Regulations. Unless otherwise approved through the Conditional Use Permit, a PUD shall conform to all requirements set forth elsewhere in this Code, Subdivision Regulations, Standard Specifications and Drawings, and all other applicable regulations and standards of the City of Idaho Falls.

(d) Approval Process. The application requirements, review steps and approval process for a PUD as set forth in Chapter 6 Administration.

(4) Dimensional Requirements. Dimensional standards, including minimum lot size, setbacks, maximum density and height, and required parking and parking dimensional standards, if different from the regular requirements of this code shall be established for each individual PUD based upon the following criteria:

(a) PUD Size. The minimum site size for a PUD shall be two (2) acres. Smaller acreage may be considered for a PUD on land that the Council finds is redeveloping or provides a public benefit or amenity.

(b) Lot Size. There shall be no minimum lot size.

(c) Density.

(i) The maximum density allowed in residential zones is set forth in Table 11-2-4

Maximum Residential Density:

Table 11-2-4: Maximum Residential Density

Base Residential Zone	Dwelling units/gross acres
RE	2
RP	5
RMH	8
R1	8
R2	17
TN	17
R3	35
R3A	35

(ii) For other base zones where residential uses are allowed, the maximum density allowed shall be thirty-five (35) dwelling units per gross acre.

(iii) The maximum number of units permissible in each individual zone shall be calculated separately, and no allowed dwelling unit density can be transferred between zones.

(d) Setbacks shall reflect the general standards of the area and character of the neighborhood in which the PUD is located.

(i) In residential PUDs, the established setbacks of residential properties contiguous to or across the street from the PUD, shall constitute the minimum setback for the perimeter area of the PUD which it is contiguous to.

(ii) Internal setbacks between buildings or internal lot lines within residential PUDs may be established as part of the PUD process.

(e) Height. The maximum structure height for a residential PUD shall be determined by the underlying base zone, except where a structure is set back from required setback lines by at least one foot (1') for each additional foot of building height.

(5) Landscaping and Buffering.

(a) All areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.

(b) Landscape plans shall be submitted as part of the PUD application.

(c) Internal landscaping area, excluding required buffers, shall provide the following, a minimum one (1) tree per five thousand square feet (5,000 ft<sup>2</sup>). A minimum of two (2) shrubs for each required tree. The use of native vegetation which reduces water consumption is encouraged.

(d) Alternate tree spacing can be requested as part of the PUD but shall not reduce the total minimum number of trees required.

(e) All PUDs that include limited commercial uses or residential uses contiguous to existing commercial uses shall provide a buffer from contiguous residential uses that are not part of the PUD development.

(i) The buffer shall be no less than ten feet (10') in width and shall include trees with no less than twenty foot (20') centers separating them; and

(ii) A six foot (6') opaque fence (opaque fence shall not include chain link fencing with or without slats) or a dense hedge of shrubbery which shall attain a height of at least six feet (6').

(7) Streetscapes.

(a) All PUDs shall have frontage on a public or an approved private street.

(b) The development shall provide safe, inviting, and attractive streetscapes.

(c) Except for the area occupied by a permitted driveway, a landscape strip shall be provided and maintained along the side of the property bordering any public or private street that is closest to the portion of the lot containing a structure or other development.

(i) The landscape strip contiguous to perimeter public streets shall be no less than twenty feet (20') in width and shall include trees (with no less than thirty feet (30') centers separating them) and lawn or other ground cover.

(ii) The landscape strip contiguous to internal public and private streets shall be no less than ten feet (10') in width and shall include trees (with no less than forty feet (40') centers separating them) and lawn or other ground cover.

(d) Trash enclosures and dumpsters shall not be located within setbacks or contiguous to any Street.

(8) Common Space. All PUDs shall provide common space and landscape areas as follows:

(a) Not less than twenty-five percent (25%) of the gross area of a PUD shall be designated and maintained as common space for the recreational and/or common use of the occupants of the development.

(b) Common space may include an open space parcel or parcels of land, an area of water, or a combination of land and water, recreational facilities, either public or private, ball courts, swimming pools, playgrounds, drainage facility developed with physical amenities, exercise rooms or similar facilities.

(c) Common spaces shall not include areas within any road, driveway, parking area, sidewalk contiguous to a public or private street, required landscape strip or buffer, and a drainage facility that does not include additional physical amenities, as identified in this Section, beyond open space.

(9) Amenities. All PUDs shall provide amenities in addition to the common space required by this Section as follows:

(a) The number and size of amenities should increase as overall acreage and scale of the development increases. At least one (1) amenity shall be provided for the first fifty (50) residential units proposed, and one (1) additional amenity shall be provided for each fifty (50) residential units proposed thereafter.

(b) Amenities should be placed in logical areas that allow convenient access to most of the occupants of the development.

(c) PUDs shall provide at least one (1) of the following amenities:

- (i) Private or public recreational facility, such as a swimming pool, ball courts, or playground, in scale with the development.
- (ii) Private or public plaza, pedestrian mall, garden, arboretum, square or other similar open space.
- (iii) Public access to or additions to the greenbelt, neighborhood park systems or other public open space or enhanced pedestrian connections to adjacent employment and shopping centers.
- (iv) Trail system or pedestrian paths in addition to necessary circulation paths that would be required if the development was not a PUD.
- (v) Water features, sculptures or work of art.
- (vi) Private streets that include landscaped medians.
- (vii) A drainage facility developed with additional physical amenities beyond open space.
- (viii) Similar amenities which reflect the purposes of this Section as approved.

(10) Pedestrian system.

(a) PUDs shall provide pedestrian connections to existing or proposed schools, parks, public lands or pathways on adjacent properties.

(b) The pedestrian connections shall form a logical, safe, and convenient system for pedestrian access to all structures, project facilities and amenities, and principal off-site pedestrian destinations.

(11) Phasing. Phasing of development and associated public and private improvements is permitted, subject to an approved phasing schedule. Phased development shall be considered with the initial PUD approval process and a phasing schedule shall be approved as part of the development plan. Proposed amenities shall be constructed with the first phase or approved according to the phasing schedule, provided that a majority of the improvements occur within the first phase. Upon approval of the development plan and schedule for all phases of the PUD, each phase of the development may occur in accordance with the review and approval procedures, as specified by this Code.

July 5, 2022

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.

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

**CHANGES TO AGENDA:** None.

**MINUTES:** 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):**

**4. PUD 22-003: PLANNED UNIT DEVELOPMENT. Bentley Townhomes Planned Unit Development.**

Denney opened the public hearing.

**Applicant: Barry Bane, Connect Engineering, 2295 N. Yellowstone, Idaho Falls, Idaho.**

Bane has a PUD that is south of Lincoln and East of Woodruff. Bane stated that this property is 8.5 acres. Bane stated that there was a preliminary plat brought forward for the entire area and this is part of that preliminary plat, and then there was a final plat for Loock Multi-family division 1 and Quail Drive Division 1, which was the access to connect Lincoln and down to Bentley. Bane stated that this PUD is at the end of Bentley. Bane stated that as part of the final plat this property will include the improvements to Bentley Way. Bane stated that this lot is zoned LC which when it is developed as residential it falls under the R3A guidelines which allows for thirty-five units per acre, and this PUD application has one hundred homes for a density of just under 12 units per acre. Bane indicated that this site has amenities, including a playground area, event area, picnic table area. Bane stated that the PUD requires 1 amenity per 50 units and 100 units would require 2 amenities, and they are providing 3 amenities on the PUD. Bane stated that they are not seeking any variances on this PUD and all the setbacks are within the R3A zone requirements. Bane stated that they have provided the 25% common space which does not include any of the buffer or other landscape requirements. Bane stated that there is a lot more than 25% landscape area, but there is only the 25% common space area, and it will create a green area. Bane stated that the reason for PUD is so they can plat them as individual lots, with the interior roads being private. Bane stated that there will be a final plat coming forward with each individual lot platted. Bane feels this is a good area and will be close to WinCo, Costco, and other amenities in the area. Bane stated that this area is expanding and growing, and it will allow Bentley to stub to the east to eventually intersect with Hitt Road. Bentley stated that there will be a stub to the north that will allow access to the other lots north. Bane stated that they held a neighborhood meeting, and they had a few people turn out and they were concerned with traffic. Bane stated that whether this is developed as a PUD or commercial there is going to be traffic. Bane stated that as part of Quail Drive Division 1 Final Plat there

were improvements suggested by the traffic impact study to, they end of Bentley and to the connection onto Lincoln, and that will be made with the Quail Drive Division 1 road improvements and those will be done prior to this PUD coming in, to include turn lanes and restriping. Bane stated that on the east there is the Sandcreek Canal, and they have left plenty of space for the canal maintenance as well as a 30' easement for power. Bane indicated Power plans to put a main power line down there and it will also include a 30' public utility easement for power. Bane stated that the City has talked about getting a walkway easement, and the plan is on the south side, which borders the Meppen Canal, and there is a plan for a pathway along the Meppen Canal. Bane stated that this property does not go all the way to the canal bank, and there is property that is owned by the canal company and there is space from the backyards of the current residential development to the proposed development. Bane stated that the land that the canal company owns has been in talks with the City for putting a pathway along the canal. Bane stated that they have been in discussions with the City for the easement that will be shown on the final plat. Bane stated that they are planning to build in three phases.

Dixon asked if the canal to the east is significant. Bane stated that it is Crow Creek Canal and is significant. Bane stated that the canal goes down and dumps into the Meppen Canal, and it is a 42" pipe for the canal. Bane stated that it is planned to stay. Bane added that the neighborhood meeting brought up that the land that is owned by the dealership, but not developed, is flood irrigated from the canal and it flows from the south, so they plan to have a connecting pipe from the irrigation pipe to the property so they can still have their water rights to water the property.

Dixon asked about the reason for the traffic flow where Division 2 does not go to Bentley. Bane stated that they have gone through one review and the fire recommended that configuration. Dixon asked if Division 3 does not have access Bentley because of access points being too close together. Bane stated that it's not needed and no one wanted that many access points off Bentley. Bane stated that they tried to line up the far access with the future street to the north, and they are trying to appease engineering. Dixon went through the amenities for each Division. Dixon commended the developer on putting in the major amenities on the first two divisions.

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

Dixon asked if Bentley is extended without any of the streets to the north developed is it too long for fire. Foster stated that it meets the requirements of the subdivision code, and there is going to be requirements for temporary turn arounds, but because those access points in the PUD they provide the fire access. Dixon was concerned that if Bentley were blocked you could not get there for fire, and he is asking if the public road goes to far without a second way to get to people. Foster stated that it is 1300' and Fire has reviewed this, and they have no comments.

Ogden asked about the traffic study. Foster stated that it is under review. Bane stated that there has not been a traffic study done this specific development, the traffic study was done for the Loocke in the area, and that is where the improvements came from to Lincoln and to Bentley, but the final plat is in review with engineering and if there is a recommendation, they will follow them. Ogden asked if the traffic study would include having a light at Woodruff and Bentley. Bane stated that he is unsure if the traffic study discussed a light, but that is City Engineering question.

**Support/Opposition:**



**Mitch Loveland, Stones Kia, 1220 N. Woodruff, Idaho Falls, Idaho.** Loveland has a written prepared talk. Loveland owns Stones Kia along with his brother Blake. Loveland stated that Stones Kia was the first development on the property approximately 5 years ago. Loveland stated that they built the extension of Bentley Ave., to access the dealership. Loveland stated that as a company they are in favor of the planned development as it will help to increase access from Lincoln as well as increase the number of potential buyers. Loveland does support future growth but does have reservations about traffic at Woodruff and Bentley. Loveland stated that the influx of residents will increase traffic and congestion on Woodruff and Bentley. Loveland stated that Wackerli's have purchased the property and built a new facility and since they have opened there has been an increase in traffic. Loveland is concerned that the intersection of Bentley and Woodruff will become dangerous, and they do not feel the intersection will be able to accommodate traffic from new residents in an orderly fashion. Loveland stated that it is currently hard to access Woodruff from Bentley if you are going south. Loveland is open to solutions, but the only solution that would adequately fix the problem is the construction of a traffic light. Loveland feels that a traffic light at Woodruff and Bentley would maintain order and if that is not provided, they will have a major problem as the development grows and traffic increases. Loveland stated that vehicles trying to enter Woodruff from Bentley will block the entrance to the dealership. Loveland stated that all these issues will cause an adverse effect to the business in the future. Loveland would like the developer to create a plan to address the concerns. Loveland believes that if they are allowed to move forward without addressing the issues, there will be issues down the road that will affect the businesses on Woodruff and the residents of the development.

**Tyler Potter, Wackerli Auto, Idaho Falls, Idaho.** Potter has the same belief as Loveland's that the intersection at Bentley and Woodruff will be a continuous problem with the growth. Potter is not opposed to the growth in the area. Potter feels that without a solution ahead of time it will create a problem. Potter stated that morning traffic in that intersection is already a problem. Potter stated that towards Gas and Grub the intersection backs up almost to the dealership already. Potter stated that turning lanes are blocked by cars already. Potter stated that they need a solution ahead of time for future residents, and the construction traffic will be a problem.

**Steve Wackerli, Wackerli Subaru, Idaho Falls, Idaho.** Wackerli stated that he agrees with Loveland and Potter and feels there is a current congestion problem and an additional 100 units and then moving forward with the master plan of 800+ units coming off Lincoln or Woodruff the City needs to look at it as there is a current problem. Wackerli stated that making a left hand turn onto Woodruff is almost impossible. Wackerli stated that Jewel Electric built a new building, and they are having problems taking left hand turns as well. Wackerli stated that there is an issue with the drainage for watering his property that is flood irrigated. Wackerli has not seen a provision from the developer on how they will get water back to his 5.5 acres to water. Wackerli stated that the property is gravity fed from the ditch and if there is not a pump to get the water back up it will not work. Wackerli feels that he will be land locked unless there is a provision for electric water pumps onto his property. Wackerli showed how the property flows and drains.

**Applicant:** Barry Bane, Connect Engineering, 2295 N. Yellowstone, Idaho Falls, Idaho. Bane stated that drainage for the property will be submitted on the site plan and that will be submitted to the City and the City will review the plan. Bane stated that is more details than are available in the PUD concept. Bane stated that the Traffic Impact Study on the area showed improvements to be done are an additional turning lane of Lincoln and then restriping both Bentley and Lincoln to

have an in and out and left and a right turn. Bane stated that the Traffic Impact Study is being followed and it has been approved with Public Works and the City Engineer. Bane stated that a light on Woodruff and Bentley will be up to the City to determine if that is needed. Bane stated that the connection of Quail Drive to the north, the traffic does have multiple ways to enter and exit the project and as development continues to the east and to the northeast, the road network will help disburse the traffic. Bane agrees that there will be more traffic with the development.

Dixon asked for clarification on what property the traffic study was conducted for. Bane stated that the traffic impact study that came in was not specific to this property, but was for the three different division multi-family that is going in. Bane stated that they had submitted a final plat for Bentley Drive to Planning and Zoning and Public Works and he cannot speak for those divisions, but Public Works has not asked for a traffic impact study on this property. Bane stated that they asked on Quail Drive Division 1 that those improvements that were recommended be put in place. Quail Drive goes north and south on the west side of the property. Bane stated that there is another road on the east of the property that would go as things develop. Bane stated that they are planning on connectivity to Lincoln and to the east.

Beutler addressed Bentley Way. Beutler stated that the intersection of Bentley and Woodruff Ave, is planned to be a lighted intersection, and that plan has been in place since the Preliminary Plat which covers the entire area. Beutler stated that the light on that intersection will depend on when it warrants that there be a light installed. Beutler stated that it will depend on trip generation, and public works is looking at it with each development in this area.

Denney closed the public hearing.

Ogden asked if it is possible to put the plat approval on hold until a light is there. Ogden stated that he has visited Bentley and almost been hit every time going south. Ogden stated that the road curves and cars come fast down Bentley. Ogden stated that once there is construction equipment going in and out of Bentley there will be a big problem at the intersection if there is not a light. Ogden asked how to get the light before this starts to develop.

Denney stated that the point is that it has to be developed to trigger it happening.

Ogden does not feel it's a smart decision.

Dixon trusts that the irrigation drainage will be addressed with staff, and he does not feel it needs to be discussed.

Dixon would like the light to go in as it is projected to be needed, as opposed to after there has been accidents and they realize it is needed. Dixon knows that is not up to the developer and that is on the City.

**Dixon moved to recommend to the Mayor and City Council approval of the PUD for Bentley Townhomes, with a further recommendation that staff bring to the City Council's attention the concerns that have been brought up about traffic, so the City can take appropriate action, Ogden seconded the motion. Denney called for roll call vote: Romankiw, yes; Brower, yes; Ogden, yes; Dixon, yes. The motion passed unanimously.**

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

### **PLANNED UNIT DEVELOPMENT OF BENTLEY TOWNHOMES, LOCATED GENERALLY NORTH OF KEARNEY ST, EAST OF N WOODRUFF AVE, SOUTH OF LINCOLN RD, WEST OF N 25<sup>TH</sup> E.**

**WHEREAS**, the applicant filed an application for a PUD on May 23, 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 November 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 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 PUD is an 8.52 acre parcel located generally north of Kearney St, east of N Woodruff Ave, south of Lincoln Rd, and west of N 25<sup>th</sup> E.
3. The property is currently zoned LC, Limited Commercial.
4. The proposed PUD consists of 25 fourplex townhome style buildings, totaling 100 units.
5. The PUD provides 25% landscaping. Two amenities are required and four are proposed. One amenity is required to be constructed in the first phase. The amenities are:
  - An event and picnic area on the northeast side
  - A picnic area on the north/central side
  - A picnic area on the northwest side
  - A playground and picnic area on the southwest side
6. The PUD will provide 200 dwelling unit parking spaces, 8 guest parking spaces and 7 ADA spaces for a total of 215 parking spaces. The required amount is 200.
7. The PUD will be served with 26-foot private drive aisles.
8. The PUD will be constructed in three phases.
9. No variances were requested.
10. The PUD consists of 11.74 units per gross acre. 35 units per gross acre is permitted in the LC zone under the PUD standards.
11. A Traffic Impact Study (TIS) was completed for this area with the preliminary plat for Bentley as well as the surrounding area. The TIS was reviewed by the city engineer and the recommendations from the TIS were approved by the city engineer.
12. The PUD complies with the requirements of Section 11-2-6(W) of the Zoning Ordinance of the City of Idaho Falls.

## **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the PUD for Bentley Townhomes.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022

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Rebecca L. Noah Casper, Mayor

# Memorandum

File #: 21-716

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Monday, November 7, 2022  
**DEPARTMENT:** Municipal Services

## Subject

Impact Fee Appeal

## Council Action Desired

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

Conduct a hearing and render a decision in compliance with Idaho Falls City Code 10-8-10: Appeals (or take other action deemed appropriate).

## Description, Background Information & Purpose

Fall Creek Homes has filed an impact fee appeal regarding payment of impact fees for 13 Southpoint Division 11 lots.

## Alignment with City & Department Planning Objectives



The impact fee appeal hearing process supports the good governance community-oriented result.

## Interdepartmental Coordination

Municipal Services, Community Development, Public Works, and the Assistant City Attorney have reviewed the documentation to support the impact fee appeal hearing.

## Fiscal Impact

The impact fee appeal hearing request totals \$68,555.50 for the 13 Southpoint Division 11 lots.

## Legal Review

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



**FALL CREEK**  
HOMES



September 2, 2022

*Sent via U.S. Mail and email: [IFClerk@idahofallsidaho.gov](mailto:IFClerk@idahofallsidaho.gov)*

Kathy Hampton  
City Clerk  
CITY OF IDAHO FALLS  
P.O. Box 50220  
Idaho Falls, ID 83405

**RE: NOTICE OF APPEAL**

Dear Ms. Hampton:

I am writing to provide timely notice, pursuant to Idaho Falls City Ordinance 10-8-10, of Fall Creek Homes' appeal of the City's assessment of development impact fees for certain lots in Southpoint Division 11. Specifically, Fall Creek appeals the decision to assess the development impact fee with respect to the following lots:

1. 5930 Lochsa St (Permit # RCOM22-0204)
2. 5931 Lochsa St (Permit # RCOM22-0350)
3. 5904 Lochsa St (Permit # RCOM22-0205)
4. 5822 Lochsa St (Permit # RCOM22-0206)
5. 5847 Lochsa St (Permit # RCOM22-0207)
6. 5877 Lochsa St (Permit # RCOM22-0208)
7. 232 Hideout Dr (Permit # RCOM22-0209)
8. 220 Hideout Dr (Permit # RCOM22-0210)
9. 206 Hideout Dr (Permit # RCOM22-0211)
10. 190 Hideout Dr (Permit # RCOM22-0212)
11. 176 Hideout Dr (Permit # RCOM22-0213)
12. 148 Hideout Dr (Permit # RCOM22-0214)
13. 144 Cold Springs Dr (Permit # RCOM22-0215)

On August 19, 2022, the City issued itemized invoices for building permit fees on the above-listed lots, with the exception of 5931 Lochsa St which invoice was issued on August 22, 2022. Enclosed are copies of the applicable emails along with the referenced invoices. Each itemized invoice shows the amount charged for development impact fees. On August 22, 2022, Fall Creek paid, under protest, the invoice amount for 5930 Lochsa St and 5931 Lochsa St. With this appeal, Fall Creek respectfully requests that it

be reimbursed the amount paid for those two building permits and that the impact fees also be removed in their entirety for the remaining lots referenced above. For the reasons set forth herein below, Fall Creek should not be assessed impact fees for any of the above-listed lots.

**I. Fall Creek Homes cannot be charged fees that did not exist at the time it submitted applications for building permits.**

The City cannot assess an impact fee for the lots at issue because Fall Creek submitted its applications for building permits prior to the time the City actually adopted impact fees. Unfortunately, the City has taken the position that June 1, 2022 was a critical date for issuance of a building permit and that impact fees apply so long as a building permit was not issued by that date. Enclosed are copies of email correspondence regarding the impact fees in question. The City has maintained that it has chosen to base the impact fee on *issuance* date rather than the *application* date, stating that unless a building permit was *issued* by June 1, 2022, the impact fee applies. This is contrary to both the City's development impact fee ordinance and Idaho law.

First, the Ordinance expressly exempts from impact fees any "[a]pplications for building permits received by the City prior to the effective date of this Chapter, or amendments to this Chapter, adopting impact fees or amending or adopting any methodology by which impact fees are calculated...." After quoting this language to city representatives through email correspondence, the City responded in an email dated August 17, 2022, stating that "[t]he language you are reading from the ordinance is referring to when the ordinance is amended or the methodology for calculating the fee is changed. Neither of those things occurred through the fee resolution." Thus, the City has taken the position that because it adopted the actual impact fee schedule outside the impact fee ordinance itself, the ordinance language does not apply. The City's position in this regard is incorrect. It may not sidestep the ordinance's language by passing a resolution regarding the fee schedule rather than amending the ordinance to include the fee schedule. In fact, Idaho law clearly prohibits the City from doing so. Idaho Code § 67-8201 *et seq.* governs development impact fee ordinances and requires that an impact fee ordinance include a fee schedule within the ordinance. Section 67-8204 expressly states:

**(17) A development impact fee ordinance shall include a schedule of development impact fees for various land uses per unit of development.** The ordinance shall provide that a developer shall have the right to elect to pay a project's proportionate share of system improvement costs by payment of development impact fees according to the fee schedule as full and complete payment of the development project's proportionate share of system improvement costs, except as provided in section 67-8214(3), Idaho Code.

The reason for this requirement is to prevent municipalities from attempting to do precisely what the City attempts here—skirting around the ordinance itself by adopting a fee schedule separately. By failing to include a fee schedule within the ordinance, the City has not complied with the requirements of Idaho's statute governing the impact fee ordinance. While there is a strong argument that the City's impact fee schedule is simply invalid in its entirety, where it was never included within the impact fee ordinance, the point here for purposes of this appeal is that the City cannot avoid the ordinance's language that exempts from impact fees applications for building permits received by the City prior to the June 1, 2022 effective date of the fee schedule.



Second, regardless of the language contained in the City's impact fee ordinance, Idaho law clearly does not permit municipalities to base the application of impact fees on the date of issuance of a building permit. Rather, "an applicant's rights are determined by the ordinance in existence at the time of filing an application for the permit." *South Fork Coalition v. Bd. of Com'rs of Bonneville County*, 117 Idaho 857, 860–61, 792 P.2d 882, 885–86 (1990); *Cooper v. Bd. of County Comrs. of Ada County*, 101 Idaho 407, 412, 614 P.2d 947, 952 (1980). The Idaho Supreme Court has continued to reiterate this position time and time again. See e.g. *Citizens Against Linscott/Interstate Asphalt Plant v. Bonner Cnty. Bd. of Commissioners*, 168 Idaho 705, 717, 486 P.3d 515, 527 (2021); *Taylor v. Canyon Cnty. Bd. of Comm'rs*, 147 Idaho 424, 436, 210 P.3d 532, 544 (2009). The policy undergirding this rule is "to prevent local authorities from delaying or withholding action on an application in order to change or enact a law to defeat the application." *Taylor*, 147 Idaho at 436, 210 P.3d at 544 (citation omitted). Thus, the rule is an outgrowth of the well-established principle that legislation does not ordinarily have retroactive effect. See *Cooper v. Bd. of Cnty. Comm'rs of Ada Cnty.*, 101 Idaho 407, 412, 614 P.2d 947, 952 (1980); see also *Ben Lomond, Inc. v. City of Idaho Falls*, 92 Idaho 595, 601, 448 P.2d 209, 215 (1968) (reasoning that the rule to apply the ordinance in effect at the time of the application is "in accord with the general rule that legislation generally acts prospectively only").

In *South Fork*, the Idaho Supreme Court reasoned that "to hold for the City in the present case would mean that a city, merely by withholding action on an application for a permit, could change or enact a zoning law to defeat the application. It could, in substance, give immediate effect to a future or proposed zoning ordinance before that ordinance was enacted by proper procedure." 117 Idaho at 861 (quoting *Ben Lomond, Inc. v. City of Idaho Falls*, 92 Idaho 595, 448 P.2d 209 (1968)) (emphasis added). Later addressing this case, the Idaho Supreme Court stated:

In *South Fork*, this Court considered whether to apply the ordinance in effect at the time an application for a development was filed, or whether to apply the ordinance as amended before a final decision on the application was made. The Court stated that an applicant's rights are determined by the ordinances in existence at the time of filing an application for the permit. *Id.* at 861, 792 P.2d at 886. The rationale for this rule is that permitting a city to apply an amendment to a previously filed application would allow a city to withhold action on a permit, amend its ordinances to defeat the application, and thereby give effect to an amended ordinance before it exists. *Id.*

*Foster v. City of St. Anthony*, 122 Idaho 883, 886–87, 841 P.2d 413, 416–17 (1992) (emphasis added). Based on well-established Idaho law, municipalities are not permitted to base the application of impact fees on the date of *issuance* of a building permit. Rather, the application of impact fees must be based on the date of *application* for a building permit. Only fees in existence at the time of application for a building permit may be assessed.

Here, there is no question that Fall Creek submitted its applications for a building permit on the lots in question prior to the June 1, 2022 effective date. In fact, its applications were submitted prior to the City even adopting an impact fee schedule, which was done on May 12, 2022. Because Fall Creek submitted its applications for building permits prior to June 1, 2022, its rights were established at that time, and the City cannot assess any fees that were not in existence at the time the applications were submitted. Accordingly, the City should reimburse the impact fee amount paid under protest for building permits and remove the impact fee for the remaining lots at issue.

**II. The City is estopped from collecting impact fees for lots in Southpoint Division 11 because it unreasonably delayed final approval of the subdivision.**

Even if the City were correct in assessing impact fees based on the date of issuance of building permits, it should not be permitted to charge impact fees for the lots at issue here because the City unreasonably delayed the review process and approval of the subdivision. The preliminary plat for Southpoint Division 11 was submitted to the City on December 23, 2020. After going through 6 reviews, it was finally approved on September 23, 2021. On average, it took the City twenty-five days to complete its reviews. The final plat for the division was then submitted on November 16, 2021 and underwent 4 reviews before finally being approved on April 22, 2022. The average number of days for completion of these reviews was twenty-one days. The fact that it took seventeen months to obtain a final plat demonstrates the process was unreasonably delayed. First, there is no need for six reviews of a subdivision with 35 lots. The industry standard for this process is 9 – 12 months. The City's reviews contained new items found on each review that should have been addressed in previous reviews. Further, city representatives, including Chris Canfield have represented that reviews should take no more than ten business days. In fact, it is industry standard for a review to take no more than ten business days. The fact that the City's reviews took more than double the industry standard demonstrates the unreasonableness of the City's delay. The City should not be permitted to assess impact fees here when it unreasonably delayed the subdivision's approval process. Had the City not unreasonably delayed the subdivision, Fall Creek undoubtedly would have been able to obtain building permits prior to any impact fee deadlines.

Additionally, the City was aware at the time of recording on April 22, 2022 that additional items needed to be completed on the subdivision. Mr. Pickett had multiple discussions with city representatives between April 22, 2022 and June 1, 2022 to establish a bond amount to be paid to secure completion of the subdivision. Despite these earlier discussions, the City waited until after June 1, 2022 to inform Mr. Pickett of the bond amount required. Once the amount was made known, Mr. Pickett promptly paid the bond on June 22, 2022. It appears the City's delays may have been intentional in an attempt to collect additional fees on lots in Southpoint Division 11. Regardless, the City is estopped from assessing impact fees here where it unreasonably delayed final approval of the subdivision and waited until after its June 1, 2022 issuance date deadline to provide the necessary bond amount.

**III. The City is estopped from collecting impact fees for lots in Southpoint Division 11 because it cannot "double dip" with respect to fees already collected from the developer.**

Even if the City were correct in assessing impact fees based on the date of issuance of building permits, it should not be permitted to charge impact fees for the lots at issue here because the City has already charged the developer certain fees in connection with the development agreement that overlap the purpose of the impact fee. The City entered a development agreement with Mr. Pickett in March of 2022 for Southpoint Division 11, prior to the City's adoption of its development impact fee ordinance. The development agreement contains provisions for paying fees to cover costs of roads and bridges for future needs. Where the City has already charged these fees to the developer, it would be "double-dipping" or essentially collecting fees twice to assess Fall Creek development impact fees for these lots. Now that the City has a development impact fee ordinance, development agreements will be tailored differently and will not include the same fees for areas in which the impact fee now covers. Because the developer had already entered into a development agreement and already paid fees, the City cannot now assess impact fees for the lots in question.

**IV. The City is estopped from collecting impact fees for lots in Southpoint Division 11 due to its own misrepresentations surrounding impact fee deadlines.**

Even if the City were correct in assessing impact fees based on the date of issuance of building permits, it should not be permitted to charge impact fees for the referenced lots here because representatives of the City misrepresented the deadlines and their applicability to the assessment of impact fees. Prior to May 17, 2022, Fall Creek spoke with city representatives on multiple occasions, and it was consistently represented that so long as Fall Creek submitted its building permit applications prior to June 1, 2022, there would be no assessment of impact fees. Moreover, the developer, Brad Pickett, was also told by city representatives that impact fees would not be assessed on the lots at issue here.

However, on May 17, 2022, the Director of Community Development Services, Brad Cramer, sent an email to relevant city representatives explaining the City's position with respect to relevant deadlines for impact fees. Enclosed is a copy of Director Cramer's May 17<sup>th</sup> email. While this email likely ensured that city representatives were on the same page at that point, previous misrepresentations made to Fall Creek were never corrected. Director Cramer has acknowledged that during the impact fee roll-out, there was confusion and misinformation being delivered by city representatives. Specifically, in an email dated August 17, 2022, Director Cramer stated, "[w]e also recognize the city some incorrect messaging on this early on that we tried to rectify, but obviously didn't catch everyone." Enclosed are copies of this email correspondence. The City did not rectify its incorrect messaging with Fall Creek or Mr. Pickett. Had the City rectified its incorrect messaging with Fall Creek and/or Mr. Pickett, they would have been in a position to ensure a bond was paid to the City for any remaining work needed on Southpoint Division 11 prior to June 1, 2022. Due to the City's "incorrect messaging," Fall Creek believed it would not be charged an impact fee on the lots at issue because it had already submitted applications for building permits. Because Fall Creek relied on incorrect messaging to its detriment, the City is estopped from assessing impact fees here.

Based on the reasons set forth herein, Fall Creek appeals the City's decision to assess development impact fees for the thirteen lots in Southpoint Division 11 listed herein and respectfully requests that such impact fees be removed from the cost of obtaining building permits for these lots and that Fall Creek be reimbursed for any and all impact fees already paid under protest to obtain building permits for these lots.

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,



Ryan A. Jacobsen  
Fall Creek Homes  
Legal Counsel

Enclosure

**RE: Southpoint 11**

From: Shannon Langley <SLangley@idahofalls.gov>

Sent: Mon, Aug 22, 2022 at 3:45 pm

To: Ryan Jacobsen

Cc: Brad Cramer, Michael Kirkham, Pam Alexander, office@fallcreekhomes.net

image003.jpg (22 KB) image004.png (17.9 KB) image005.png (15.1 KB)

Invoice - 2022-08-22T154205.794.pdf (361 KB) — **Download all**

RYAN,

AT YOUR REQUEST, PLEASE SEE ATTACHED INVOICE RELATED TO RCOM22-0350. I CAN CERTAINLY UNDERSTAND THE NEED TO MOVE FORWARD WITH THIS PROJECT. AS PER OUR CONVERSATION, I WILL AWAIT THE CHECK FOR THE (2) PROJECTS YOU REQUESTED FOR ISSUANCE BELOW. LET ME KNOW IF I CAN ASSIST FURTHER AT THIS TIME!

**From:** Ryan Jacobsen <ryan@fallcreekhomes.net>

**Sent:** Monday, August 22, 2022 1:57 PM

**To:** Shannon Langley <SLangley@idahofalls.gov>

**Cc:** Brad Cramer <BCramer@idahofalls.gov>; Michael Kirkham <MKirkham@idahofalls.gov>; Pam Alexander <PAlexander@idahofalls.gov>; office@fallcreekhomes.net

**Subject:** RE: Southpoint 11

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Shannon,

Thank you for sending over these invoices with the impact fees as a line item for appeal purposes. We will be paying for two permits under protest so that we can get going in the division. We would like to pay, under protest, for 5930 Lochsa St. (RCOM22-0204) and 5931 Lochsa St. (RCOM22-0350).

However, it looks like your list does not include 5931 Lochsa St. (RCOM22-0350). Can you provide me an invoice for that one as well?

Thanks,  
Ryan

**Ryan A. Jacobsen**

FALL CREEK HOMES

Director of Operations | Legal Counsel

980-B Pier View Dr | Idaho Falls, ID 83402

Office: 208-522-4505

**RYAN JACOBSEN**

DIRECTOR OF OPERATIONS  
LEGAL COUNSEL

208-522-4505

ryan@fallcreekhomes.net



980-B PIER VIEW DR  
IDAHO FALLS, ID 83402

**Confidentiality Statement:** The information contained in this email is intended for the recipient named above. If the reader of this message is not the intended recipient or the intended recipient's agent, you are hereby

notified that any dissemination, distribution, or copying of the information contained in this email is prohibited. If this email has reached you in error, please notify us as soon as possible. Thank you for your cooperation.

-----Original Message-----

From: "Shannon Langley" <SLangley@idahofalls.gov>

Sent: Friday, August 19, 2022 9:14am

To: "ryan@fallcreekhomes.net" <ryan@fallcreekhomes.net>

Cc: "Brad Cramer" <BCramer@idahofalls.gov>, "Michael Kirkham" <MKirkham@idahofalls.gov>, "Pam Alexander" <PAlexander@idahofalls.gov>

Subject: Southpoint 11

Good Morning, Ryan

I hope today finds you well. I understand there has been some back and forth on clarification as to whether impact fees are applicable to some of your Southpoint 11 permit submittals. It is also my understanding that the City has determined, based on several factors, that the fees do indeed apply. I believe the option of taking the matter to a Board of Appeals was also discussed as an option, should you/your party choose to do so. Referencing the option to appeal, invoices for each of the projects in question need to have been provided, with impact fees clearly listed as a line item on said invoices. Please find attached invoices for the following projects located in Southpoint 11 :

Date Applied	Permit Number	Address
5/6/2022	RCOM22-0204	5930 Lochsa St
5/9/2022	RCOM22-0205	5904 Lochsa St
5/9/2022	RCOM22-0206	5822 Lochsa St
5/9/2022	RCOM22-0207	232 Hideout Dr
5/9/2022	RCOM22-0208	220 Hideout Dr
5/9/2022	RCOM22-0209	206 Hideout Dr
5/9/2022	RCOM22-0210	190 Hideout Dr
5/9/2022	RCOM22-0211	176 Hideout Dr
5/9/2022	RCOM22-0212	148 Hideout Dr
5/9/2022	RCOM22-0213	5847 Lochsa St
5/9/2022	RCOM22-0214	5877 Lochsa St
5/9/2022	RCOM22-0215	144 Cold Springs Dr

For further inquiries or question on the appeals process, please contact Michael Kirkham @ [mkirkham@idahofalls.gov](mailto:mkirkham@idahofalls.gov) 208.612.8698.

If you have found to agree with the decision of the City, and would like to make payment on the above projects, you may call me directly.

Thank you for your time today, Ryan.

Thank You,



*Shannon Langley*

**Shannon Langley** | Building Permit Technician

680 Park Avenue

Idaho Falls, ID 83405

208.612.8427

[Slangley@idahofalls.gov](mailto:Slangley@idahofalls.gov)



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

INVOICE #  
INV-397  
Date Due: 9/18/2022

Invoice Date: 8/19/2022

Record #	Record Type	Fee Group	Fee Description	Quantity	Amount		
RCOM22-0204	RESIDENTIAL COMBINATION	ENERGY CODE INSPECTION		0	\$55.00		
		EROSION CONTROL	EROSION CONTROL RESIDENTIAL PERMIT - LESS THAN ONE ACRE	0	\$50.00		
		IMPACT FEE SINGLE FAMILY RESIDENTIAL	IMPACT FEE SINGLE FAMILY FIRE/EMS	0	\$389.25		
			IMPACT FEE SINGLE FAMILY PARKS AND RECREATION	0	\$1,390.50		
			IMPACT FEE SINGLE FAMILY POLICE	0	\$480.75		
			IMPACT FEE SINGLE FAMILY TRANSPORTATION	0	\$3,013.00		
		NEW RESIDENTIAL CONSTRUCTION	MEP	0	\$360.16		
			SFR BUILDING PERMIT	0	\$1,137.00		
		SEWER CONNECTION	WASTEWATER SERVICE CONNECTION FOR 1" WATER SERVICE LINE	0	\$1,285.00		
		TEMPORARY POWER	TEMPORARY POWER EXISTING TRANSFORMER	0	\$150.00		
		WATER SERVICES	WATER SYSTEM CONNECTION FEE FOR 1" SERVICE LINE	0	\$2,923.00		
					\$11,233.66		

Invoice Total: \$11,233.66

Please send your payment to this address:







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

**INVOICE #**  
**INV-410**  
**Date Due: 9/21/2022**

Alpha Plumbing  
4274 E 300 N

**Invoice Date: 8/22/2022**

Record #	Record Type	Fee Group	Fee Description	Quantity	Amount	
RCOM22-0350	RESIDENTIAL COMBINATION	ENERGY CODE INSPECTION		0	\$55.00	
		EROSION CONTROL	EROSION CONTROL RESIDENTIAL PERMIT - LESS THAN ONE ACRE	0	\$50.00	
		IMPACT FEE SINGLE FAMILY RESIDENTIAL	IMPACT FEE SINGLE FAMILY FIRE/EMS	0	\$389.25	
			IMPACT FEE SINGLE FAMILY PARKS AND RECREATION	0	\$1,390.50	
			IMPACT FEE SINGLE FAMILY POLICE	0	\$480.75	
			IMPACT FEE SINGLE FAMILY TRANSPORTATION	0	\$3,013.00	
			NEW RESIDENTIAL CONSTRUCTION	MEP	0	\$324.88
			SFR BUILDING PERMIT	0	\$1,062.04	
		SEWER CONNECTION	WASTEWATER SERVICE CONNECTION FOR 1" WATER SERVICE LINE	0	\$1,285.00	
		TEMPORARY POWER	TEMPORARY POWER EXISTING TRANSFORMER	0	\$150.00	
		WATER SERVICES	WATER SYSTEM CONNECTION FEE FOR 1" SERVICE LINE	0	\$2,923.00	

**Invoice Total: \$11,123.42**

Please send your payment to this address:



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

INVOICE #  
INV-398  
Date Due: 9/18/2022

Invoice Date: 8/19/2022

Record #	Record Type	Fee Group	Fee Description	Quantity	Amount		
RCOM22-0205	RESIDENTIAL COMBINATION	ENERGY CODE INSPECTION		0	\$55.00		
		EROSION CONTROL	EROSION CONTROL RESIDENTIAL PERMIT - LESS THAN ONE ACRE	0	\$50.00		
		IMPACT FEE SINGLE FAMILY RESIDENTIAL	IMPACT FEE SINGLE FAMILY FIRE/EMS	0	\$389.25		
			IMPACT FEE SINGLE FAMILY PARKS AND RECREATION	0	\$1,390.50		
			IMPACT FEE SINGLE FAMILY POLICE	0	\$480.75		
			IMPACT FEE SINGLE FAMILY TRANSPORTATION	0	\$3,013.00		
		NEW RESIDENTIAL CONSTRUCTION	MEP	0	\$341.44		
			SFR BUILDING PERMIT	0	\$1,112.01		
		SEWER CONNECTION	WASTEWATER SERVICE CONNECTION FOR 1" WATER SERVICE LINE	0	\$1,285.00		
		TEMPORARY POWER	TEMPORARY POWER EXISTING TRANSFORMER	0	\$150.00		
		WATER SERVICES	WATER SYSTEM CONNECTION FEE FOR 1" SERVICE LINE	0	\$2,923.00		
					\$11,189.95		

Invoice Total: \$11,189.95

Please send your payment to this address:





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

INVOICE #  
INV-399  
Date Due: 9/18/2022

Invoice Date: 8/19/2022

Record #	Record Type	Fee Group	Fee Description	Quantity	Amount		
RCOM22-0206	RESIDENTIAL COMBINATION	ENERGY CODE INSPECTION		0	\$55.00		
		EROSION CONTROL	EROSION CONTROL RESIDENTIAL PERMIT - LESS THAN ONE ACRE	0	\$50.00		
		IMPACT FEE SINGLE FAMILY RESIDENTIAL	IMPACT FEE SINGLE FAMILY FIRE/EMS	0	\$389.25		
			IMPACT FEE SINGLE FAMILY PARKS AND RECREATION	0	\$1,390.50		
			IMPACT FEE SINGLE FAMILY POLICE	0	\$480.75		
			IMPACT FEE SINGLE FAMILY TRANSPORTATION	0	\$3,013.00		
		NEW RESIDENTIAL CONSTRUCTION	MEP	0	\$352.40		
			SFR BUILDING PERMIT	0	\$1,112.01		
		SEWER CONNECTION	WASTEWATER SERVICE CONNECTION FOR 1" WATER SERVICE LINE	0	\$1,285.00		
		TEMPORARY POWER	TEMPORARY POWER EXISTING TRANSFORMER	0	\$150.00		
		WATER SERVICES	WATER SYSTEM CONNECTION FEE FOR 1" SERVICE LINE	0	\$2,923.00		
					\$11,200.91		

Invoice Total: \$11,200.91

Please send your payment to this address:





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

INVOICE #  
INV-400  
Date Due: 9/18/2022

Invoice Date: 8/19/2022

Record #	Record Type	Fee Group	Fee Description	Quantity	Amount		
RCOM22-0207	RESIDENTIAL COMBINATION	ENERGY CODE INSPECTION		0	\$55.00		
		EROSION CONTROL	EROSION CONTROL RESIDENTIAL PERMIT - LESS THAN ONE ACRE	0	\$50.00		
		IMPACT FEE SINGLE FAMILY RESIDENTIAL	IMPACT FEE SINGLE FAMILY FIRE/EMS	0	\$389.25		
			IMPACT FEE SINGLE FAMILY PARKS AND RECREATION	0	\$1,390.50		
			IMPACT FEE SINGLE FAMILY POLICE	0	\$480.75		
			IMPACT FEE SINGLE FAMILY TRANSPORTATION	0	\$3,013.00		
		NEW RESIDENTIAL CONSTRUCTION	MEP	0	\$359.92		
			SFR BUILDING PERMIT	0	\$1,336.93		
		SEWER CONNECTION	WASTEWATER SERVICE CONNECTION FOR 1" WATER SERVICE LINE	0	\$1,285.00		
		TEMPORARY POWER	TEMPORARY POWER EXISTING TRANSFORMER	0	\$150.00		
		WATER SERVICES	WATER SYSTEM CONNECTION FEE FOR 1" SERVICE LINE	0	\$2,923.00		
					\$11,433.35		

Invoice Total: \$11,433.35

Please send your payment to this address:





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

INVOICE #  
INV-401  
Date Due: 9/18/2022

Invoice Date: 8/19/2022

Record #	Record Type	Fee Group	Fee Description	Quantity	Amount		
RCOM22-0208	RESIDENTIAL COMBINATION	ENERGY CODE INSPECTION		0	\$55.00		
		EROSION CONTROL	EROSION CONTROL RESIDENTIAL PERMIT - LESS THAN ONE ACRE	0	\$50.00		
		IMPACT FEE SINGLE FAMILY RESIDENTIAL	IMPACT FEE SINGLE FAMILY FIRE/EMS	0	\$389.25		
			IMPACT FEE SINGLE FAMILY PARKS AND RECREATION	0	\$1,390.50		
			IMPACT FEE SINGLE FAMILY POLICE	0	\$480.75		
			IMPACT FEE SINGLE FAMILY TRANSPORTATION	0	\$3,013.00		
		NEW RESIDENTIAL CONSTRUCTION	MEP	0	\$401.92		
			SFR BUILDING PERMIT	0	\$1,236.97		
		PLAN CHECK	RESIDENTIAL	0	\$309.24		
		SEWER CONNECTION	WASTEWATER SERVICE CONNECTION FOR 1" WATER SERVICE LINE	0	\$1,285.00		
		TEMPORARY POWER	TEMPORARY POWER EXISTING TRANSFORMER	0	\$150.00		
		WATER SERVICES	WATER SYSTEM CONNECTION FEE FOR 1" SERVICE LINE	0	\$2,923.00		
							\$11,684.63
		Invoice Total: \$11,684.63					

Please send your payment to this address:





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

**INVOICE #**  
**INV-402**  
**Date Due: 9/18/2022**

**Invoice Date: 8/19/2022**

Record #	Record Type	Fee Group	Fee Description	Quantity	Amount		
RCOM22-0209	RESIDENTIAL COMBINATION	ENERGY CODE INSPECTION		0	\$55.00		
		EROSION CONTROL	EROSION CONTROL RESIDENTIAL PERMIT - LESS THAN ONE ACRE	0	\$50.00		
		IMPACT FEE SINGLE FAMILY RESIDENTIAL	IMPACT FEE SINGLE FAMILY FIRE/EMS	0	\$389.25		
			IMPACT FEE SINGLE FAMILY PARKS AND RECREATION	0	\$1,390.50		
			IMPACT FEE SINGLE FAMILY POLICE	0	\$480.75		
			IMPACT FEE SINGLE FAMILY TRANSPORTATION	0	\$3,013.00		
		NEW RESIDENTIAL CONSTRUCTION	MEP	0	\$339.20		
			SFR BUILDING PERMIT	0	\$1,087.02		
		PLAN CHECK	RESIDENTIAL	0	\$271.76		
		SEWER CONNECTION	WASTEWATER SERVICE CONNECTION FOR 1" WATER SERVICE LINE	0	\$1,285.00		
		TEMPORARY POWER	TEMPORARY POWER EXISTING TRANSFORMER	0	\$150.00		
		WATER SERVICES	WATER SYSTEM CONNECTION FEE FOR 1" SERVICE LINE	0	\$2,923.00		
					\$11,434.48		

**Invoice Total: \$11,434.48**

Please send your payment to this address:





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

INVOICE #  
INV-403  
Date Due: 9/18/2022

Invoice Date: 8/19/2022

Record #	Record Type	Fee Group	Fee Description	Quantity	Amount		
RCOM22-0210	RESIDENTIAL COMBINATION	ENERGY CODE INSPECTION		0	\$55.00		
		EROSION CONTROL	EROSION CONTROL RESIDENTIAL PERMIT - LESS THAN ONE ACRE	0	\$50.00		
		IMPACT FEE SINGLE FAMILY RESIDENTIAL	IMPACT FEE SINGLE FAMILY FIRE/EMS	0	\$389.25		
			IMPACT FEE SINGLE FAMILY PARKS AND RECREATION	0	\$1,390.50		
			IMPACT FEE SINGLE FAMILY POLICE	0	\$480.75		
			IMPACT FEE SINGLE FAMILY TRANSPORTATION	0	\$3,013.00		
		NEW RESIDENTIAL CONSTRUCTION	MEP	0	\$340.56		
			SFR BUILDING PERMIT	0	\$1,112.01		
		SEWER CONNECTION	WASTEWATER SERVICE CONNECTION FOR 1" WATER SERVICE LINE	0	\$1,285.00		
		TEMPORARY POWER	TEMPORARY POWER EXISTING TRANSFORMER	0	\$150.00		
		WATER SERVICES	WATER SYSTEM CONNECTION FEE FOR 1" SERVICE LINE	0	\$2,923.00		
					\$11,189.07		

Invoice Total: \$11,189.07

Please send your payment to this address:







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

**INVOICE #**  
**INV-404**  
**Date Due: 9/18/2022**

**Invoice Date: 8/19/2022**

Record #	Record Type	Fee Group	Fee Description	Quantity	Amount
RCOM22-0211	RESIDENTIAL COMBINATION	ENERGY CODE INSPECTION		0	\$55.00
		EROSION CONTROL	EROSION CONTROL RESIDENTIAL PERMIT - LESS THAN ONE ACRE	0	\$50.00
		IMPACT FEE SINGLE FAMILY RESIDENTIAL	IMPACT FEE SINGLE FAMILY FIRE/EMS	0	\$389.25
			IMPACT FEE SINGLE FAMILY PARKS AND RECREATION	0	\$1,390.50
			IMPACT FEE SINGLE FAMILY POLICE	0	\$480.75
			IMPACT FEE SINGLE FAMILY TRANSPORTATION	0	\$3,013.00
		NEW RESIDENTIAL CONSTRUCTION	MEP	0	\$386.72
			SFR BUILDING PERMIT	0	\$1,236.97
		SEWER CONNECTION	WASTEWATER SERVICE CONNECTION FOR 1" WATER SERVICE LINE	0	\$1,285.00
		TEMPORARY POWER	TEMPORARY POWER EXISTING TRANSFORMER	0	\$150.00
		WATER SERVICES	WATER SYSTEM CONNECTION FEE FOR 1" SERVICE LINE	0	\$2,923.00
					<b>\$11,360.19</b>

**Invoice Total: \$11,360.19**

Please send your payment to this address:





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

INVOICE #  
INV-405  
Date Due: 9/18/2022

Invoice Date: 8/19/2022

Record #	Record Type	Fee Group	Fee Description	Quantity	Amount		
RCOM22-0212	RESIDENTIAL COMBINATION	ENERGY CODE INSPECTION		0	\$55.00		
		EROSION CONTROL	EROSION CONTROL RESIDENTIAL PERMIT - LESS THAN ONE ACRE	0	\$50.00		
		IMPACT FEE SINGLE FAMILY RESIDENTIAL	IMPACT FEE SINGLE FAMILY FIRE/EMS	0	\$389.25		
			IMPACT FEE SINGLE FAMILY PARKS AND RECREATION	0	\$1,390.50		
			IMPACT FEE SINGLE FAMILY POLICE	0	\$480.75		
			IMPACT FEE SINGLE FAMILY TRANSPORTATION	0	\$3,013.00		
		NEW RESIDENTIAL CONSTRUCTION	MEP	0	\$378.80		
			SFR BUILDING PERMIT	0	\$1,211.98		
		SEWER CONNECTION	WASTEWATER SERVICE CONNECTION FOR 1" WATER SERVICE LINE	0	\$1,285.00		
		TEMPORARY POWER	TEMPORARY POWER EXISTING TRANSFORMER	0	\$150.00		
		WATER SERVICES	WATER SYSTEM CONNECTION FEE FOR 1" SERVICE LINE	0	\$2,923.00		
					\$11,327.28		

Invoice Total: \$11,327.28

Please send your payment to this address:





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

**INVOICE #**  
**INV-406**  
**Date Due: 9/18/2022**

**Invoice Date: 8/19/2022**

Record #	Record Type	Fee Group	Fee Description	Quantity	Amount
RCOM22-0213	RESIDENTIAL COMBINATION	ENERGY CODE INSPECTION		0	\$55.00
		EROSION CONTROL	EROSION CONTROL RESIDENTIAL PERMIT - LESS THAN ONE ACRE	0	\$50.00
		IMPACT FEE SINGLE FAMILY RESIDENTIAL	IMPACT FEE SINGLE FAMILY FIRE/EMS	0	\$389.25
			IMPACT FEE SINGLE FAMILY PARKS AND RECREATION	0	\$1,390.50
			IMPACT FEE SINGLE FAMILY POLICE	0	\$480.75
			IMPACT FEE SINGLE FAMILY TRANSPORTATION	0	\$3,013.00
		NEW RESIDENTIAL CONSTRUCTION	MEP	0	\$401.92
			SFR BUILDING PERMIT	0	\$1,236.97
		SEWER CONNECTION	WASTEWATER SERVICE CONNECTION FOR 1" WATER SERVICE LINE	0	\$1,285.00
		TEMPORARY POWER	TEMPORARY POWER EXISTING TRANSFORMER	0	\$150.00
		WATER SERVICES	WATER SYSTEM CONNECTION FEE FOR 1" SERVICE LINE	0	\$2,923.00
					<b>\$11,375.39</b>

**Invoice Total: \$11,375.39**

Please send your payment to this address:





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

**INVOICE #**  
**INV-407**  
**Date Due: 9/18/2022**

**Invoice Date: 8/19/2022**

Record #	Record Type	Fee Group	Fee Description	Quantity	Amount		
RCOM22-0214	RESIDENTIAL COMBINATION	ENERGY CODE INSPECTION		0	\$55.00		
		EROSION CONTROL	EROSION CONTROL RESIDENTIAL PERMIT - LESS THAN ONE ACRE	0	\$50.00		
		IMPACT FEE SINGLE FAMILY RESIDENTIAL	IMPACT FEE SINGLE FAMILY FIRE/EMS	0	\$389.25		
			IMPACT FEE SINGLE FAMILY PARKS AND RECREATION	0	\$1,390.50		
			IMPACT FEE SINGLE FAMILY POLICE	0	\$480.75		
			IMPACT FEE SINGLE FAMILY TRANSPORTATION	0	\$3,013.00		
		NEW RESIDENTIAL CONSTRUCTION	MEP	0	\$378.80		
			SFR BUILDING PERMIT	0	\$1,211.98		
		SEWER CONNECTION	WASTEWATER SERVICE CONNECTION FOR 1" WATER SERVICE LINE	0	\$1,285.00		
		TEMPORARY POWER	TEMPORARY POWER EXISTING TRANSFORMER	0	\$150.00		
		WATER SERVICES	WATER SYSTEM CONNECTION FEE FOR 1" SERVICE LINE	0	\$2,923.00		
							\$11,327.28

**Invoice Total: \$11,327.28**

Please send your payment to this address:





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

INVOICE #  
INV-408  
Date Due: 9/18/2022

Invoice Date: 8/19/2022

Record #	Record Type	Fee Group	Fee Description	Quantity	Amount
RCOM22-0215	RESIDENTIAL COMBINATION	ENERGY CODE INSPECTION		0	\$55.00
		EROSION CONTROL	EROSION CONTROL RESIDENTIAL PERMIT - LESS THAN ONE ACRE	0	\$50.00
		IMPACT FEE SINGLE FAMILY RESIDENTIAL	IMPACT FEE SINGLE FAMILY FIRE/EMS	0	\$389.25
			IMPACT FEE SINGLE FAMILY PARKS AND RECREATION	0	\$1,390.50
			IMPACT FEE SINGLE FAMILY POLICE	0	\$480.75
			IMPACT FEE SINGLE FAMILY TRANSPORTATION	0	\$3,013.00
		NEW RESIDENTIAL CONSTRUCTION	MEP	0	\$386.72
			SFR BUILDING PERMIT	0	\$1,236.97
		SEWER CONNECTION	WASTEWATER SERVICE CONNECTION FOR 1" WATER SERVICE LINE	0	\$1,285.00
		TEMPORARY POWER	TEMPORARY POWER EXISTING TRANSFORMER	0	\$150.00
		WATER SERVICES	WATER SYSTEM	0	\$2,923.00
			CONNECTION FEE FOR 1" SERVICE LINE	0	
					\$11,360.19

Invoice Total: \$11,360.19

Please send your payment to this address:



**FW: Impact Fee Date**

**From:** David Burt <[DBurt@idahofalls.gov](mailto:DBurt@idahofalls.gov)>  
**Sent:** Tue, Aug 16, 2022 at 10:05 am  
**To:** Ryan Jacobsen

---

image001.png (15.1 KB)

**From:** David M. Peterson <[DMPeterson@idahofalls.gov](mailto:DMPeterson@idahofalls.gov)>  
**Sent:** Tuesday, August 16, 2022 10:04 AM  
**To:** David Burt <[DBurt@idahofalls.gov](mailto:DBurt@idahofalls.gov)>  
**Subject:** FW: Impact Fee Date

Best,

David Peterson  
City of Idaho Falls  
Building Permit Clerk  
(208) 612-8270

**From:** Brad Cramer <[BCramer@idahofalls.gov](mailto:BCramer@idahofalls.gov)>  
**Sent:** Tuesday, May 17, 2022 4:58 PM  
**To:** Shannon Langley <[SLangley@idahofalls.gov](mailto:SLangley@idahofalls.gov)>; David M. Peterson <[DMPeterson@idahofalls.gov](mailto:DMPeterson@idahofalls.gov)>; David Burt <[DBurt@idahofalls.gov](mailto:DBurt@idahofalls.gov)>; Brian Tomsett <[BTomsett@idahofalls.gov](mailto:BTomsett@idahofalls.gov)>; Francisco Salinas <[FSalinas@idahofalls.gov](mailto:FSalinas@idahofalls.gov)>; Gabe Madrid <[GMadrid@idahofalls.gov](mailto:GMadrid@idahofalls.gov)>; Miles Olsen <[MOlsen@idahofalls.gov](mailto:MOlsen@idahofalls.gov)>; Garret Christoffersen <[GChristoffersen@idahofalls.gov](mailto:GChristoffersen@idahofalls.gov)>; Brian Stevens <[BStevens@idahofalls.gov](mailto:BStevens@idahofalls.gov)>; Kerry Beutler <[kbeutler@idahofalls.gov](mailto:kbeutler@idahofalls.gov)>; Naysa Foster <[nfoster@idahofalls.gov](mailto:nfoster@idahofalls.gov)>; Caitlin Long <[clong@idahofalls.gov](mailto:clong@idahofalls.gov)>; Ann Peterson <[apeterson@idahofalls.gov](mailto:apeterson@idahofalls.gov)>; Anas Almassrahy <[aalmassrahy@idahofalls.gov](mailto:aalmassrahy@idahofalls.gov)>  
**Subject:** Impact Fee Date

All,

In reviewing the impact fee ordinance earlier this week, I discovered an error in the email I'd received from Legal regarding the effective date of the ordinance. In my previous emails, I'd stated that April 3 was the effective date of the ordinance and that permits applied for prior to that date and were legally eligible for a permit were exempt from impact fees. That date is not correct. The ordinance specifies that it does not take effect until **May 1**. So my previous email with the 4 bullet points is still all correct other than any reference to April 3 should be changed to May 1.

What this means in terms of reviews is that if we can try and prioritize any permits that have come in between May 1 and May 12 to try and get those issued before June 1, that's what Council is hoping for. Hopefully relieving that extra month from that priority list will help some.

We can chat more at our various staff meetings if needed, or feel free to chat with me before then if you have any questions.

Thanks.



Community Development Services  
**Brad Cramer** | *Director*

680 Park Avenue  
Idaho Falls, Idaho 83402  
Work: (208) 612-8276  
Fax: (208) 612-8520  
[bcramer@idahofallsidaho.gov](mailto:bcramer@idahofallsidaho.gov)



-----Original Message-----

From: "Brad Cramer" <BCramer@idahofalls.gov>

Sent: Wednesday, August 17, 2022 8:06pm

To: "Ryan Jacobsen" <ryan@fallcreekhomes.net>

Subject: Follow-Up

Hello Ryan,

For some reason your last email ended up in my spam blocker and I can't seem to get it out so I'm not able to hit reply, but I did read it and discuss with our assistant city attorney the code language you are quoting. We both maintain that the dates I gave you and their relevance is correct. The language you are reading from the ordinance is referring to when the ordinance is amended or the methodology for calculating the fee is changed. Neither of those things occurred through the fee resolution. So at this time, we still believe the fees are due because the applications came in after May 1st. But on that note, even if we used June 1st as the deadline for application, it's my understanding that although our review was done and the permits were ready to issue, the bond was not paid until June 22nd, at which point the lots became technically eligible for the permits, which would have been beyond the June 1st deadline.

All this being said, you still have the right to appeal the applicability of the fee. Appeal procedures can be found in section 10-8-10 of the impact fee ordinance. I believe in order to do that, either we need to issue an invoice or the fee administrator issue a written statement stating the fees are due or you will need to pay them, at which point you have 15 days to appeal. We haven't had an appeal yet so I don't know exactly what it will look like, but that process is available to you and your client.

I know this isn't the answer you're looking for and I'm sorry for the confusion caused during the rollout process. I'm happy to answer any other questions should you have them.

Thank you.



Community Development Services  
**Brad Cramer** | *Director*

680 Park Avenue  
Idaho Falls, Idaho 83402  
Work: (208) 612-8276  
Fax: (208) 612-8520  
[bcramer@idahofallsidaho.gov](mailto:bcramer@idahofallsidaho.gov)

## RE: Follow-Up

From: Ryan Jacobsen <[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)>  
Sent: Thu, Aug 18, 2022 at 2:11 pm  
To: Brad Cramer  
Cc: MKirkham@idahofalls.gov

img-0.jpg (22 KB) image001.png (15.1 KB) – Download all

Brad,

I appreciate you providing a response to Fall Creek Homes' request. This is an unfortunate situation, as it seems we will likely need to use the appellate process set forth in the ordinance and/or other legal avenues. I know we certainly wish to maintain a good working relationship with the City, but due to all the circumstances here, we also believe the City is incorrectly charging a development impact fee on building permits that we had applied for prior to both the existence and effective date of the impact fee.

The City continues to maintain that the impact fee is charged based on *issuance* date rather than *application* date. However, Idaho case law is clear that an applicant's rights are established at the time of submitting an application for building permit. The City is not allowed to base its fees on the *issuance* date, as that violates due process. See e.g. *Floyd v. Bd. of Ada Cty. Comm'rs*, 164 Idaho 659, 664, 434 P.3d 1265, 1270 (2019); *S. Fork Coal. v. Bd. of Comm'rs*, 117 Idaho 857, 860-61, 792 P.2d 882, 885-86 (1990) (emphasis added) (citing *Cooper v. Board of County Comm'rs. of Ada County*, 101 Idaho 407, 614 P.2d 947 (1980); *Ready-To-Pour, Inc. v. McCoy*, 95 Idaho 510, 511 P.2d 792 (1973); *Ben Lomond, Inc. v. City of Idaho Falls*, 92 Idaho 595, 448 P.2d 209 (1968)).

The applicable fees here are those that were established at the time Fall Creek submitted its applications, which was before the city council had adopted the impact fee resolution. Anything more is inherently unfair and violates due process. Again, I appreciate your time and attention to this matter. It is regrettable that we have been thus far unable to resolve the matter, especially given the fact that city representatives have caused confusion and provided misinformation. From discussions I've had with the developer, there seems to be a sense that the City deliberately and unnecessarily held up Southpoint Division 11 so that it could attempt charging an impact fee, all while representing that the fee would not be charged.

If you have any questions or concerns, please do not hesitate to contact me.

Thanks,  
Ryan

**Ryan A. Jacobsen**

FALL CREEK HOMES

Director of Operations | Legal Counsel

980-B Pier View Dr | Idaho Falls, ID 83402

Office: 208-522-4505

**RYAN JACOBSEN**

DIRECTOR OF OPERATIONS  
LEGAL COUNSEL

208-522-4505

980-B PIER VIEW DR  
IDAHO FALLS, ID 83402



980-B PIER VIEW DR  
IDAHO FALLS, ID 83402

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**Re: Request for Removal of Development Impact Fees**From: Ryan Jacobsen <[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)>

Sent: Wed, Aug 17, 2022 at 10:32 am

To: Brad Cramer

Cc: [pickbrad@gmail.com](mailto:pickbrad@gmail.com)

---

[img-0.jpg \(22 KB\)](#)   [img-0.jpg \(22 KB\)](#)   [image001.png \(15.1 KB\)](#)   [image002.jpg \(22 KB\)](#)  
[April 29 Email.pdf \(30.1 KB\)](#)   [May 2 Emails.pdf \(60.6 KB\)](#)   — **Download all**

Brad,

I do still have questions, and I don't mean to pester so I apologize. I just want to ensure we are all on the same page and can get this straightened out. I understand completely what you are stating, however, it still appears contrary to the Ordinance. I believe it is incorrect to state that the Ordinance "language only applies to applications received before that date [May 1]..." The Ordinance expressly states that "Applications for building permits received by the City prior to the effective date of this Chapter, or amendments to this Chapter, adopting impact fees or amending or adopting any methodology by which impact fees are calculated...."

The City's adoption of the impact fee which took effect June 1 falls within the highlighted language of the Ordinance. This should mean that any applications submitted before June 1 are exempt from the impact fee. I hope this makes sense.

Also, if May 1 is the "critical date" for submitting an application, I want to ensure you have all of the pertinent information surrounding the timing of Fall Creek's permit applications. Significantly, the May 1 deadline fell on a Sunday. Fall Creek submitted its building permit applications the following day on Monday, May 2. A deadline that falls over the weekend should always extend to the next business day. So, regardless, the May deadline was actually met.

Fall Creek actually attempted to submit its applications on Friday, April 29, because we were aware of the original effective date of May 1. However, the eTRAKiT system was not working. Attached is a copy of an email our office sent to Shannon on April 29 asking for temporary parcel numbers to be able to submit the applications. At that time we were informed that the May 1 deadline had been changed to June 1. After working with Shannon, our office submitted the 13 building permit applications directly to Shannon via email on May 2 as a result of the eTRAKiT system not working. Attached are copies of the first and last email sent to Shannon on May 2 with our permit applications. If you would like to see all 13 emails, please let me know and I can send them all.

Certainly, with confusion surrounding these dates and with the City's inconsistent/misleading messaging, as you recognize, we simply ask that the City work with us on these Southpoint Division 11 building permits by removing the development impact fee. Of course, moving forward, we understand the impact fees will be part of the building permit cost.

Thanks,  
Ryan

**Ryan A. Jacobsen**

FALL CREEK HOMES

Director of Operations | Legal Counsel

980-B Pier View Dr | Idaho Falls, ID 83402

Office: 208-522-4505

**RYAN JACOBSEN**DIRECTOR OF OPERATIONS  
IDaho Falls, ID

(208) 322-4505

ryan@fallcreekhomes.net

308 PINE VIEW DR  
IDAHO FALLS, ID 83402

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-----Original Message-----

From: "Brad Cramer" <BCramer@idahofalls.gov>  
Sent: Wednesday, August 17, 2022 9:23am  
To: "Ryan Jacobsen" <ryan@fallcreekhomes.net>  
Cc: "pickbrad@gmail.com" <pickbrad@gmail.com>  
Subject: Re: Request for Removal of Development Impact Fees

Thank you for the addresses. I'll be back at a computer where I can verify dates later this afternoon. Let me try the explanation of dates again. I discussed these at length with our attorney as we were preparing to start collecting. We also recognize the city some incorrect messaging on this early on that we tried to rectify, but obviously didn't catch everyone.

Even though the fees were not in place yet, May 1st, per the ordinance language you quote, is when the ordinance went into effect. So that language only applies to applications received before that date and only applies to applications received and legally eligible for permits. Applications received AFTER May 1 are still subject to the fee should one exist.

June 1st is when the fee went into effect. The reason the council didn't implement the fee immediately is they wanted to give us some time to issue as many permits as we could for those applications received after May 1st.

I mentioned that window between May 1st and June 1st because per the ordinance those applications were still subject to the fee, but the fee amount didn't yet exist so there was nothing to charge. But after May 1st, application date didn't matter in terms of exemption. At that point the issuance date was critical.

So to summarize:

Critical date for application: May 1st

Critical date for issuance: June 1st

I hope that makes more sense.

Let me know if you have more questions. I'll get back with you later today after I've reviewed the dates.

Brad

Sent from my iPhone

On Aug 17, 2022, at 10:07 AM, Ryan Jacobsen <ryan@fallcreekhomes.net> wrote:

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Brad,

Thank you for your quick response. Below is a list of the addresses for which we submitted building permit applications. At the time we submitted applications, Fall Creek spoke with City representatives

who stated we had gotten them in on time to not be assessed an impact fee. It was later reiterated to the developer of the subdivision, Brad Pickett, by City representatives that impact fees would not be assessed for the homes we had applied for in Southpoint Division 11.

It seems some of the confusion pertains to the key dates that you included in your response. These dates are not consistent with the City Ordinance pertaining to development impact fees. Nothing in the ordinance speaks to this period before June 1 but after May 1. I am not sure where the May 1 deadline is coming from. It is correct that the ordinance authorizing the City to assess development impact fees took effect on May 1. However, at that time there were no fees being assessed. It wasn't until May 12 that the council adopted the actual impact fee schedule, which did not take effect until June 1. According to the language I quoted from the Ordinance, so long as the applications for building permits were submitted prior to the June 1 effective date, the impact fee should not be assessed.

Here is a list of addresses for which we submitted building permit applications:

- 5930 Lochsa St
- 5931 Lochsa St
- 5904 Lochsa St
- 5822 Lochsa St
- 5847 Lochsa St
- 5877 Lochsa St
- 232 Hideout Dr
- 220 Hideout Dr
- 206 Hideout Dr
- 190 Hideout Dr
- 176 Hideout Dr
- 148 Hideout Dr
- 144 Cold Springs Dr

Please let me know if you need anything else from me.

Thanks,  
Ryan

**Ryan A. Jacobsen**

FALL CREEK HOMES

Director of Operations | Legal Counsel

980-B Pier View Dr | Idaho Falls, ID 83402

Office: 208-522-4505



**RYAN JACOBSEN**

DIRECTOR OF OPERATIONS  
LEGAL COUNSEL

208-522-4505

ryan.jacobsen@fallcreekhomes.com



980-B PIER VIEW DR  
IDAHO FALLS, ID 83402

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-----Original Message-----

From: "Brad Cramer" <BCramer@idahofalls.gov>  
Sent: Tuesday, August 16, 2022 7:40pm  
To: "Ryan Jacobsen" <ryan@fallcreekhomes.net>  
Cc: "pickbrad@gmail.com" <pickbrad@gmail.com>, "Caitlin Long" <clong@idahofalls.gov>, "Kerry Beutler" <kbeutler@idahofalls.gov>, "Naysha Foster" <nfoster@idahofalls.gov>, "David Spencer" <dspencer@safebuilt.com>  
Subject: RE: Request for Removal of Development Impact Fees

Hello Ryan,

Thank you for your email. I can answer part of your question, but for one of the dates I can't access the information I need because I'm travelling so I've copied a couple of staff members hoping that one of them can find the date the plat recorded.

I do think there is some confusion on the dates and since I don't have the address of the permits you're referring to, I can't verify all of the dates in TRAKIT, so I've also copied David Burt so he can look into those addresses.

In terms of when the permit fees would apply, these are the key dates:

1. If the applications came in before **May 1** (which is when the ordinance actually went into effect), AND there was a legal right to the permit (meaning the plat was recorded) then the fees do not apply.
2. If the applications came in before or after May 1, but they were not legally eligible for a permit, and the permits were not issued by June 1 (which is when the fees went into effect), then they are still subject to the fees.
3. If the applications came in AFTER May 1, and the permits were issued by June 1, then the fees do not apply.

So the three dates we really need to know are:

1. When did the applications come in?
2. When was the plat recorded?
3. When were the permits issued?

So if Caitlin or Naysha can verify for me when the plat was recorded, and David can verify the other two dates, then I can fully determine if the fees can be waived or not. Or if you can provide the addresses you're referring to, then I can also look at the application and issued dates. What I can't verify on my own is when the plat recorded.

I'll watch for the rest of the information and then get back in touch with you.

Thanks.



Community Development Services  
**Brad Cramer** | Director

680 Park Avenue  
Idaho Falls, Idaho 83402  
Work: (208) 612-8276  
Fax: (208) 612-8520  
[bcramer@idahofallsidaho.gov](mailto:bcramer@idahofallsidaho.gov)

**From:** Ryan Jacobsen <[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)>  
**Sent:** Tuesday, August 16, 2022 11:39 AM  
**To:** Brad Cramer <[BCramer@idahofalls.gov](mailto:BCramer@idahofalls.gov)>  
**Cc:** [pickbrad@gmail.com](mailto:pickbrad@gmail.com)  
**Subject:** Request for Removal of Development Impact Fees

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Mr. Cramer,

I am writing with respect to a few building permit applications Fall Creek Homes submitted for the construction of homes in Southpoint Division 11. Although Fall Creek submitted its applications during the first week of May, prior to development impact fees taking effect on June 1, 2022, a development impact fee was still added to the building permit fees. We are wanting to get the permit fees paid, but ask that the fees be adjusted to remove the impact fee.

I spoke with David Burt this morning, and he indicated that the City's review of our building permit applications was completed prior to June 1, 2022. The review process can be viewed on the eTRAKiT system. I also spoke with the developer, Brad Pickett, who indicated he worked with the City to get the division sufficiently completed for building permits to be issued. During that process he was told by the City that building permits would not be held up, and the impact fee would not be assessed here. I've copied Mr. Pickett on this email as well. It appears the division's holdup was with the City here.

The City's ordinance on impact fees states that "[a]pplications for building permits received by the City prior to the effective date of this Chapter, or amendments to this Chapter, adopting impact fees or amending or adopting any methodology by which impact fees are calculated, shall be exempt from that portion of this Chapter....."

With this new development impact fee being recently rolled out, we ask that you work with us and remove the fee for those building permit applications that were submitted prior to the June 1, 2022 impact fee effective date. We truly appreciate your assistance with this matter.

Please let me know if you need any further information or action from me in this regard.

Thanks,  
Ryan

**Ryan A. Jacobsen**

FALL CREEK HOMES

Director of Operations | Legal Counsel

980-B Pier View Dr | Idaho Falls, ID 83402

Office: 208-522-4505



**RYAN JACOBSEN**

DIRECTOR OF OPERATIONS  
LEGAL COUNSEL

208.522.4505

980-B PIER VIEW DR  
IDAHO FALLS, ID 83402



980-B PIER VIEW DR  
IDAHO FALLS, ID 83402

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**RYAN JACOBSEN**  
DIRECTOR OF OPERATIONS  
TERMI COUNSEL

 (208) 522-4585

 ryan.j@fallcreekinc.com

**FALL CREEK**  
INC.

OUR PLEN VIEW OF  
IDAHO FALLS IS READY

**IDAHO FALLS**



**RYAN JACOBSEN**  
DIRECTOR OF OPERATIONS  
TERMI COUNSEL

 (208) 522-4585

 ryan.j@fallcreekinc.com

**FALL CREEK**  
INC.

OUR PLEN VIEW OF  
IDAHO FALLS IS READY



October 12, 2022

**Sent via email:** [IFClerk@idahofallsidaho.gov](mailto:IFClerk@idahofallsidaho.gov); [PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)

Kathy Hampton  
City Clerk  
CITY OF IDAHO FALLS  
P.O. Box 50220  
Idaho Falls, ID 83405

Pam Alexander  
Municipal Services Director  
CITY OF IDAHO FALLS  
P.O. Box 50220  
Idaho Falls, ID 83405

**RE: IMPACT FEE APPEAL**

Dear Ms. Hampton and Ms. Alexander:

I am writing to follow up on the appeal Fall Creek Homes filed with the City on September 2, 2022. Although Fall Creek Homes complied with the City's Development Impact Fee Ordinance in submitting notice of its appeal within fifteen (15) days after the City's decision to charge an impact fee in connection with thirteen lots in Southpoint Division 11, a hearing has still not been provided. The City's Ordinance mandates that a fee payer be provided a hearing within thirty (30) days of submitting a notice of appeal and be given notice of such hearing at least fifteen (15) days prior to the hearing. As of this date, we are well past the time periods required in the City's Ordinance.

By failing to provide a hearing in accordance with its Ordinance, it appears the City must have decided instead to reverse its impact fee decision at issue here. This seems to be the only plausible explanation. Surely, the City would neither expect nor require a small business such as Fall Creek Homes to comply with unclear Development Impact Fee Ordinance deadlines (regardless of the deadline's legal validity) pertaining to the assessment of impact fees when the City itself is unable to comply with clearly set forth deadlines in the same Ordinance. This truly has been the issue throughout the development and submission of building permit applications for Southpoint Division 11—namely, that there has been confusion within the City, and representatives have provided incorrect and/or misleading information regarding the rollout of the Development Impact Fee Ordinance and applicable deadlines for building permit applications as they pertain to the assessment of the newly established impact fee. Fall Creek Homes should not be damaged as a result of confusion within the City.

In the event the City is not inclined to remove the impact fees in question here, it is clear there are serious concerns of due process violations. Procedural due process protects the minimum guarantees of notice and a hearing, which are fundamental constitutional requirements. *Boise Tower Assocs., LLC v. Hogland*, 147 Idaho 774, 780, 215 P.3d 494, 500 (2009). When a relevant law mandates specific notice

and hearing requirements pertaining to property rights, the required notice and hearing becomes necessary for due process, and such requirements may not be dispensed with. *Castaneda v. Brighton Corp.*, 130 Idaho 923, 927, 950 P.2d 1262, 1266 (1998).

As you know, Fall Creek Homes has appealed the decision to charge an impact fee with respect to thirteen lots, two of which Fall Creek Homes paid the impact fee under protest on August 22, 2022. While the City's Ordinance provides specific requirements for notice and opportunity to be heard with respect to appeals, the City has failed to comply with these requirements. At this time, Fall Creek Homes respectfully requests that it be reimbursed the amount paid for the two building permits paid under protest and that the impact fees also be removed in their entirety for the remaining lots referenced in its notice of appeal.

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'RJ Jacobsen', with a long horizontal flourish extending to the right.

Ryan A. Jacobsen  
Fall Creek Homes  
Legal Counsel

## Pam Alexander

---

**From:** Pam Alexander  
**Sent:** Tuesday, September 6, 2022 9:01 AM  
**To:** ryan@fallcreekhomes.net  
**Cc:** Brad Cramer; Michael Kirkham; Randy Fife; Kathy Hampton  
**Subject:** FW: Notice of Appeal  
**Attachments:** Idaho Falls.Itr-2022-9-2(notice of appeal).pdf

Good morning Mr. Jacobsen. As the City's appointed Impact Fee Administrator, I am confirming the receipt of your appeal. I will review the documentation you have provided within the notice of appeal and will respond to your request shortly.

Thank you.



**Pamela Alexander** | Municipal Services Director

308 Constitution Way  
Idaho Falls, Idaho 83402  
(208) 612-8249  
[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)

---

**From:** Kathy Hampton <KHampton@idahofalls.gov>  
**Sent:** Friday, September 2, 2022 2:39 PM  
**To:** Brad Cramer <BCramer@idahofalls.gov>; Randy Fife <RFife@idahofalls.gov>; Michael Kirkham <MKirkham@idahofalls.gov>  
**Cc:** City Clerk <IFClerk@idahofalls.gov>; Pam Alexander <PAlexander@idahofalls.gov>  
**Subject:** RE: Notice of Appeal

Sorry, it was not. I've now included Pam on this email.

Thank you.



City Clerk's Office  
Kathy Hampton CMC | City Clerk

308 Constitution Way  
Idaho Falls, Idaho 83402  
Work: (208) 612-8414  
Fax: (208) 612-8560  
[khampton@idahofalls.gov](mailto:khampton@idahofalls.gov)

---

**From:** Brad Cramer <[BCramer@idahofalls.gov](mailto:BCramer@idahofalls.gov)>  
**Sent:** Friday, September 2, 2022 2:36 PM  
**To:** Kathy Hampton <[KHampton@idahofalls.gov](mailto:KHampton@idahofalls.gov)>; Randy Fife <[RFife@idahofalls.gov](mailto:RFife@idahofalls.gov)>; Michael Kirkham <[MKirkham@idahofalls.gov](mailto:MKirkham@idahofalls.gov)>  
**Cc:** City Clerk <[IFClerk@idahofalls.gov](mailto:IFClerk@idahofalls.gov)>  
**Subject:** RE: Notice of Appeal

Thank you. Was this also sent to Pam as the fee administrator? She and I have talked about it and the appeal will ultimately run through her.



Community Development Services  
Brad Cramer | Director

680 Park Avenue  
Idaho Falls, Idaho 83402  
Work: (208) 612-8276  
Fax: (208) 612-8520  
[bcramer@idahofallsidaho.gov](mailto:bcramer@idahofallsidaho.gov)

---

**From:** Kathy Hampton <[KHampton@idahofalls.gov](mailto:KHampton@idahofalls.gov)>  
**Sent:** Friday, September 2, 2022 12:21 PM  
**To:** Brad Cramer <[BCramer@idahofalls.gov](mailto:BCramer@idahofalls.gov)>; Randy Fife <[RFife@idahofalls.gov](mailto:RFife@idahofalls.gov)>; Michael Kirkham <[MKirkham@idahofalls.gov](mailto:MKirkham@idahofalls.gov)>  
**Cc:** City Clerk <[IFClerk@idahofalls.gov](mailto:IFClerk@idahofalls.gov)>  
**Subject:** FW: Notice of Appeal

Brad and Legal,

Please see attached notice of appeal.

Please advise how to proceed.

Thank you.



City Clerk's Office  
Kathy Hampton CMC | City Clerk

308 Constitution Way  
Idaho Falls, Idaho 83402  
Work: (208) 612-8414

Fax: (208) 612-8560  
[khampton@idahofalls.gov](mailto:khampton@idahofalls.gov)

**From:** Ryan Jacobsen <[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)>  
**Sent:** Friday, September 2, 2022 12:05 PM  
**To:** City Clerk <[IFClerk@idahofalls.gov](mailto:IFClerk@idahofalls.gov)>  
**Subject:** Notice of Appeal

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Ms. Hampton,

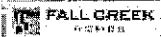
Attached is Fall Creek Homes' notice of appeal re: development impact fees for lots in Southpoint Division 11. A hard copy will follow in the mail as well.

Thanks,  
Ryan

**Ryan A. Jacobsen**  
FALL CREEK HOMES  
Director of Operations | Legal Counsel  
980-B Pier View Dr | Idaho Falls, ID 83402  
Office: 208-522-4505



**RYAN JACOBSEN**  
DIRECTOR OF OPERATIONS  
LEGAL COUNSEL  
(208) 522-4505  
[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)



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## Pam Alexander

---

**From:** Pam Alexander  
**Sent:** Wednesday, October 12, 2022 1:41 PM  
**To:** Ryan Jacobsen; City Clerk  
**Cc:** Michael Kirkham; Randy Fife; Brad Cramer  
**Subject:** RE: Fall Creek Homes Impact Fee Appeal

Good afternoon, Mr. Jacobsen. I apologize for the delay in responding to the letter of appeal of the assessment of development impact fees in Southpoint Division 11 dated September 2, 2022 . City staff had been reviewing the documentation you provided in the Notice of Appeal package Based on the city's review of the appeal documentation provided, the Impact Fee Appeal hearing for Fall Creek can be scheduled for either Thursday, October 27 or Thursday, November 10. Can you confirm which date your firm would prefer to present at the Impact Fee Appeal hearing?

Thank you.



**Pamela Alexander** | Municipal Services Director

308 Constitution Way  
Idaho Falls, Idaho 83402  
(208) 612-8249  
[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)

---

**From:** Ryan Jacobsen <[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)>  
**Sent:** Wednesday, October 12, 2022 11:27 AM  
**To:** Pam Alexander <[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)>; City Clerk <[IFClerk@idahofalls.gov](mailto:IFClerk@idahofalls.gov)>  
**Subject:** Fall Creek Homes Impact Fee Appeal

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Ms. Hampton and Ms. Alexander,

Please see the attached letter regarding Fall Creek Homes' appeal of the assessment of development impact fees in Southpoint Division 11.

Thanks,  
Ryan



**Ryan A. Jacobsen**

FALL CREEK HOMES

Director of Operations | Legal Counsel

980-B Pier View Dr | Idaho Falls, ID 83402

Office: 208-522-4505



**RYAN JACOBSEN**

DIRECTOR OF OPERATIONS/  
LEGAL COUNSEL

208-522-4505

ryan@fallcreekhomes.net

FALL CREEK  
HOMES

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## Pam Alexander

---

**From:** Pam Alexander  
**Sent:** Wednesday, October 12, 2022 2:49 PM  
**To:** Ryan Jacobsen  
**Cc:** City Clerk; Michael Kirkham; Randy Fife; Brad Cramer  
**Subject:** RE: Fall Creek Homes Impact Fee Appeal

Thank you for confirming the date of Thursday, November 10, 2022.



**Pamela Alexander** | Municipal Services Director

308 Constitution Way  
Idaho Falls, Idaho 83402  
(208) 612-8249  
[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)

---

**From:** Ryan Jacobsen <[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)>  
**Sent:** Wednesday, October 12, 2022 2:41 PM  
**To:** Pam Alexander <[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)>  
**Cc:** City Clerk <[IFClerk@idahofalls.gov](mailto:IFClerk@idahofalls.gov)>; Michael Kirkham <[MKirkham@idahofalls.gov](mailto:MKirkham@idahofalls.gov)>; Randy Fife <[RFife@idahofalls.gov](mailto:RFife@idahofalls.gov)>; Brad Cramer <[BCramer@idahofalls.gov](mailto:BCramer@idahofalls.gov)>  
**Subject:** RE: Fall Creek Homes Impact Fee Appeal

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Ms. Hampton,

We can make ourselves available for a hearing on November 10th. That said, the fact remains that a hearing was not afforded as required by ordinance.

Thanks,  
Ryan

**Ryan A. Jacobsen**  
FALL CREEK HOMES

Director of Operations | Legal Counsel  
980-B Pier View Dr | Idaho Falls, ID 83402  
Office: 208-522-4505



**RYAN JACOBSEN**  
DIRECTOR OF OPERATIONS,  
LEGAL COUNSEL

208-522-4505

ryan@fallcreekhomes.net



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-----Original Message-----

From: "Pam Alexander" <PAlexander@idahofalls.gov>

Sent: Wednesday, October 12, 2022 1:40pm

To: "Ryan Jacobsen" <ryan@fallcreekhomes.net>, "City Clerk" <IFClerk@idahofalls.gov>

Cc: "Michael Kirkham" <MKirkham@idahofalls.gov>, "Randy Fife" <RFife@idahofalls.gov>, "Brad Cramer" <BCramer@idahofalls.gov>

Subject: RE: Fall Creek Homes Impact Fee Appeal

Good afternoon, Mr. Jacobsen. I apologize for the delay in responding to the letter of appeal of the assessment of development impact fees in Southpoint Division 11 dated September 2, 2022. City staff had been reviewing the documentation you provided in the Notice of Appeal package. Based on the city's review of the appeal documentation provided, the Impact Fee Appeal hearing for Fall Creek can be scheduled for either Thursday, October 27 or Thursday, November 10. Can you confirm which date your firm would prefer to present at the Impact Fee Appeal hearing?

Thank you.



**Pamela Alexander** | Municipal Services Director

308 Constitution Way  
Idaho Falls, Idaho 83402  
(208) 612-8249  
[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)

**From:** Ryan Jacobsen <ryan@fallcreekhomes.net>

**Sent:** Wednesday, October 12, 2022 11:27 AM

**To:** Pam Alexander <PAlexander@idahofalls.gov>; City Clerk <IFClerk@idahofalls.gov>

**Subject:** Fall Creek Homes Impact Fee Appeal

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Ms. Hampton and Ms. Alexander,

Please see the attached letter regarding Fall Creek Homes' appeal of the assessment of development impact fees in Southpoint Division 11.

Thanks,  
Ryan

**Ryan A. Jacobsen**

FALL CREEK HOMES

Director of Operations | Legal Counsel

980-B Pier View Dr | Idaho Falls, ID 83402

Office: 208-522-4505



**RYAN JACOBSEN**

DIRECTOR OF OPERATIONS  
LEGAL COUNSEL

208-522-4505

ryan@fallcreekhomes.net

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## Pam Alexander

---

**From:** Pam Alexander  
**Sent:** Wednesday, October 19, 2022 11:22 AM  
**To:** Ryan Jacobsen  
**Subject:** RE: Fall Creek Homes Impact Fee Appeal

Good morning, Mr. Jacobsen. The City has a council meeting scheduled next Thursday, October 27, which I believe was offered previously and the preference was for November 10. The council meetings scheduled for November are: Thursday, November 10 or Tuesday, November 22 (Thanksgiving holiday week schedule). The council meetings scheduled for December are Thursday, December 8 and Thursday, December 15.

Please let me know your firm's preference.

Thank you.



Pamela Alexander | Municipal Services Director

308 Constitution Way  
Idaho Falls, Idaho 83402  
(208) 612-8249  
[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)

---

**From:** Ryan Jacobsen <[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)>  
**Sent:** Wednesday, October 19, 2022 11:06 AM  
**To:** Pam Alexander <[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)>  
**Subject:** RE: Fall Creek Homes Impact Fee Appeal

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Ms. Alexander,

I just received notice from Brad Pickett, the developer of Southpoint, that he will be out of town and unavailable from November 8 - November 13. Mr. Pickett is one of our primary witnesses who will need to be present at the appeal hearing. Consequently, we will need the hearing rescheduled. Please let me know what other dates are available for the hearing?

Thanks,

Ryan

**Ryan A. Jacobsen**

FALL CREEK HOMES

Director of Operations | Legal Counsel

980-B Pier View Dr | Idaho Falls, ID 83402

Office: 208-522-4505



**RYAN JACOBSEN**

DIRECTOR OF OPERATIONS  
LEGAL COUNSEL

(208) 522-4505

[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)



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-----Original Message-----

From: "Pam Alexander" <[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)>

Sent: Thursday, October 13, 2022 7:53am

To: "Ryan Jacobsen" <[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)>

Subject: RE: Fall Creek Homes Impact Fee Appeal

Good morning. One more question for November 10. Would you like to attend in person or virtually? Our Council meetings begin at 7:30 pm.

Thank you.



**Pamela Alexander** | Municipal Services Director

308 Constitution Way

Idaho Falls, Idaho 83402

(208) 612-8249

[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)

From: Ryan Jacobsen <[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)>

Sent: Wednesday, October 12, 2022 2:41 PM

To: Pam Alexander <[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)>

Cc: City Clerk <[IFClerk@idahofalls.gov](mailto:IFClerk@idahofalls.gov)>; Michael Kirkham <[MKirkham@idahofalls.gov](mailto:MKirkham@idahofalls.gov)>; Randy Fife

<RFife@idahofalls.gov>; Brad Cramer <BCramer@idahofalls.gov>  
**Subject:** RE: Fall Creek Homes Impact Fee Appeal

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Ms. Hampton,

We can make ourselves available for a hearing on November 10th. That said, the fact remains that a hearing was not afforded as required by ordinance.

Thanks,  
Ryan

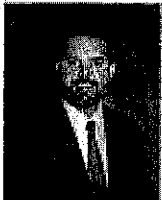
**Ryan A. Jacobsen**

FALL CREEK HOMES

Director of Operations | Legal Counsel

980-B Pier View Dr | Idaho Falls, ID 83402

Office: 208-522-4505



**RYAN JACOBSEN**

DIRECTOR OF OPERATIONS  
LEGAL COUNSEL

208-522-4505

ryan@fallcreekhomes.net



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-----Original Message-----

From: "Pam Alexander" <PAlexander@idahofalls.gov>

Sent: Wednesday, October 12, 2022 1:40pm

To: "Ryan Jacobsen" <ryan@fallcreekhomes.net>, "City Clerk" <IFClerk@idahofalls.gov>

Cc: "Michael Kirkham" <MKirkham@idahofalls.gov>, "Randy Fife" <RFife@idahofalls.gov>, "Brad Cramer" <BCramer@idahofalls.gov>

Subject: RE: Fall Creek Homes Impact Fee Appeal

Good afternoon, Mr. Jacobsen. I apologize for the delay in responding to the letter of appeal of the assessment of development impact fees in Southpoint Division 11 dated September 2, 2022. City staff had been reviewing the documentation you provided in the Notice of Appeal package. Based on the city's review of the appeal documentation provided, the Impact Fee Appeal hearing for Fall Creek can be scheduled for either Thursday, October 27 or Thursday, November 10. Can you confirm which date your firm would prefer to present at the Impact Fee Appeal hearing?

Thank you.





**Pamela Alexander** | Municipal Services Director

308 Constitution Way  
Idaho Falls, Idaho 83402  
(208) 612-8249  
[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)

**From:** Ryan Jacobsen <[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)>  
**Sent:** Wednesday, October 12, 2022 11:27 AM  
**To:** Pam Alexander <[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)>; City Clerk <[IFClerk@idahofalls.gov](mailto:IFClerk@idahofalls.gov)>  
**Subject:** Fall Creek Homes Impact Fee Appeal

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Ms. Hampton and Ms. Alexander,

Please see the attached letter regarding Fall Creek Homes' appeal of the assessment of development impact fees in Southpoint Division 11.

Thanks,  
Ryan

**Ryan A. Jacobsen**  
FALL CREEK HOMES  
Director of Operations | Legal Counsel  
980-B Pier View Dr | Idaho Falls, ID 83402  
Office: 208-522-4505



**RYAN JACOBSEN**  
DIRECTOR OF OPERATIONS/  
LEGAL COUNSEL  
(208) 522-4505  
[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)



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## Pam Alexander

---

**From:** Pam Alexander  
**Sent:** Thursday, October 20, 2022 2:51 PM  
**To:** Ryan Jacobsen  
**Subject:** RE: Fall Creek Homes Impact Fee Appeal

Terrific! Thank you for confirming Thursday, November 22.



**Pamela Alexander** | Municipal Services Director

308 Constitution Way  
Idaho Falls, Idaho 83402  
(208) 612-8249  
[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)

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**From:** Ryan Jacobsen <[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)>  
**Sent:** Thursday, October 20, 2022 2:50 PM  
**To:** Pam Alexander <[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)>  
**Subject:** RE: Fall Creek Homes Impact Fee Appeal

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We will be available to attend the November 22nd hearing in person.

Thanks,  
Ryan

**Ryan A. Jacobsen**  
FALL CREEK HOMES  
Director of Operations | Legal Counsel  
980-B Pier View Dr | Idaho Falls, ID 83402  
Office: 208-522-4505



**RYAN JACOBSEN**

DIRECTOR OF OPERATIONS  
LEGAL COUNSEL

(208) 699-4506

[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)

FALL CREEK HOMES

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-----Original Message-----

From: "Pam Alexander" <[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)>

Sent: Wednesday, October 19, 2022 11:22am

To: "Ryan Jacobsen" <[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)>

Subject: RE: Fall Creek Homes Impact Fee Appeal

Good morning, Mr. Jacobsen. The City has a council meeting scheduled next Thursday, October 27, which I believe was offered previously and the preference was for November 10. The council meetings scheduled for November are: Thursday, November 10 or Tuesday, November 22 (Thanksgiving holiday week schedule). The council meetings scheduled for December are Thursday, December 8 and Thursday, December 15.

Please let me know your firm's preference.

Thank you.



**Pamela Alexander** | Municipal Services Director

308 Constitution Way  
Idaho Falls, Idaho 83402  
(208) 612-8249  
[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)

---

**From:** Ryan Jacobsen <[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)>

**Sent:** Wednesday, October 19, 2022 11:06 AM

**To:** Pam Alexander <[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)>

**Subject:** RE: Fall Creek Homes Impact Fee Appeal

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Ms. Alexander,

I just received notice from Brad Pickett, the developer of Southpoint, that he will be out of town and unavailable from November 8 - November 13. Mr. Pickett is one of our primary witnesses who will need to be present at the appeal hearing. Consequently, we will need the hearing rescheduled. Please let me know what other dates are available for the hearing?

Thanks,  
Ryan

**Ryan A. Jacobsen**

FALL CREEK HOMES

Director of Operations | Legal Counsel

980-B Pier View Dr | Idaho Falls, ID 83402

Office: 208-522-4505



**RYAN JACOBSEN**

DIRECTOR OF OPERATIONS,  
LEGAL COUNSEL

(208) 522-4505

[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)



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-----Original Message-----

From: "Pam Alexander" <[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)>

Sent: Thursday, October 13, 2022 7:53am

To: "Ryan Jacobsen" <[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)>

Subject: RE: Fall Creek Homes Impact Fee Appeal

Good morning. One more question for November 10. Would you like to attend in person or virtually? Our Council meetings begin at 7:30 pm.

Thank you.



**Pamela Alexander** | Municipal Services Director

308 Constitution Way

Idaho Falls, Idaho 83402

(208) 612-8249

[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)

**From:** Ryan Jacobsen <[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)>  
**Sent:** Wednesday, October 12, 2022 2:41 PM  
**To:** Pam Alexander <[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)>  
**Cc:** City Clerk <[IFClerk@idahofalls.gov](mailto:IFClerk@idahofalls.gov)>; Michael Kirkham <[MKirkham@idahofalls.gov](mailto:MKirkham@idahofalls.gov)>; Randy Fife <[RFife@idahofalls.gov](mailto:RFife@idahofalls.gov)>; Brad Cramer <[BCramer@idahofalls.gov](mailto:BCramer@idahofalls.gov)>  
**Subject:** RE: Fall Creek Homes Impact Fee Appeal

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Ms. Hampton,

We can make ourselves available for a hearing on November 10th. That said, the fact remains that a hearing was not afforded as required by ordinance.

Thanks,  
Ryan

**Ryan A. Jacobsen**  
FALL CREEK HOMES  
Director of Operations | Legal Counsel  
980-B Pier View Dr | Idaho Falls, ID 83402  
Office: 208-522-4505



**RYAN JACOBSEN**  
DIRECTOR OF OPERATIONS  
LEGAL COUNSEL  
208-522-4505  
[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)



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-----Original Message-----

**From:** "Pam Alexander" <[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)>  
**Sent:** Wednesday, October 12, 2022 1:40pm  
**To:** "Ryan Jacobsen" <[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)>, "City Clerk" <[IFClerk@idahofalls.gov](mailto:IFClerk@idahofalls.gov)>  
**Cc:** "Michael Kirkham" <[MKirkham@idahofalls.gov](mailto:MKirkham@idahofalls.gov)>, "Randy Fife" <[RFife@idahofalls.gov](mailto:RFife@idahofalls.gov)>, "Brad Cramer" <[BCramer@idahofalls.gov](mailto:BCramer@idahofalls.gov)>  
**Subject:** RE: Fall Creek Homes Impact Fee Appeal

Good afternoon, Mr. Jacobsen. I apologize for the delay in responding to the letter of appeal of the assessment of development impact fees in Southpoint Division 11 dated September 2, 2022. City staff had been reviewing the documentation you provided in the Notice of Appeal package. Based on the city's review of the appeal documentation provided, the Impact Fee Appeal hearing for Fall Creek can be scheduled for either Thursday, October 27 or Thursday, November 10. Can you confirm which date your firm would prefer to present at the Impact Fee Appeal hearing?

Thank you.



**Pamela Alexander** | Municipal Services Director

308 Constitution Way  
Idaho Falls, Idaho 83402  
(208) 612-8249  
[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)

---

**From:** Ryan Jacobsen <[ryan@fallcreekhomes.net](mailto:ryan@fallcreekhomes.net)>  
**Sent:** Wednesday, October 12, 2022 11:27 AM  
**To:** Pam Alexander <[PAlexander@idahofalls.gov](mailto:PAlexander@idahofalls.gov)>; City Clerk <[IFClerk@idahofalls.gov](mailto:IFClerk@idahofalls.gov)>  
**Subject:** Fall Creek Homes Impact Fee Appeal

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Ms. Hampton and Ms. Alexander,

Please see the attached letter regarding Fall Creek Homes' appeal of the assessment of development impact fees in Southpoint Division 11.

Thanks,  
Ryan

**Ryan A. Jacobsen**  
FALL CREEK HOMES  
Director of Operations | Legal Counsel  
980-B Pier View Dr | Idaho Falls, ID 83402  
Office: 208-522-4505

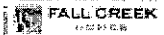


**RYAN JACOBSEN**

DIRECTOR OF OPERATIONS/  
LEGAL COUNSEL

(208) 522-4505

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# Memorandum

File #: 21-733

City Council Meeting

**FROM:** Michael Kirkham, Assistant City Attorney  
**DATE:** Friday, November 18, 2022  
**DEPARTMENT:** City Attorney

## Subject

Settlement and Compromise for Phase Two of the Improvement and Expansion Terminal Project at Idaho Falls Regional Airport (FAA / AIP Project No. 3-16-0018-047) between the City of Idaho Falls and Ormond Builders, Inc.

## Council Action Desired

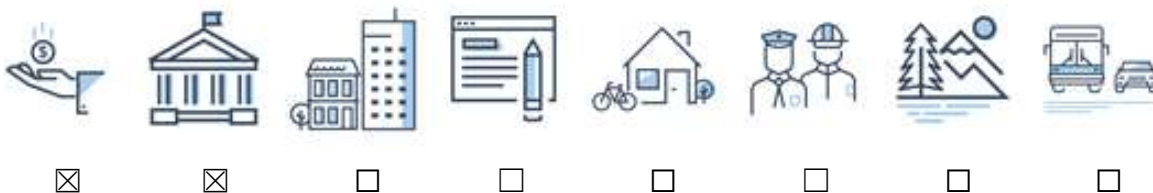
- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the negotiated settlement agreement as presented and authorize the Mayor to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

The City entered into a contract on June 11, 2020, for Phase Two of the construction of an improved and expanded terminal at the Idaho Falls Regional Airport project. The project was supported by FAA grant funds. Disputes arose in connection with the contract and the project, including disputes about payments, schedule impacts, liquidated damages, compliance with the Buy American Act, and other issues. In an effort to resolve and compromise to close out the project, the City and Ormond Builders, Inc. have negotiated the terms of a project close-out agreement.

## Alignment with City & Department Planning Objectives



The agreement is in support of the good governance community-oriented result by resolving a dispute involving the City.

## Interdepartmental Coordination

Airport concurs with the agreement.

## Fiscal Impact

The closeout agreement is within the contemplated project costs and provides certainty on payments owed to Ormond



Builders under the contract.

**Legal Review**

The City Attorney's office prepared the settlement agreement.

# Memorandum

File #: 21-693

City Council Meeting

**FROM:** Randy Fife  
**DATE:** Wednesday, October 19, 2022  
**DEPARTMENT:** City Attorney

## Subject

Resolution confirming Mayor's authority to accept donations on City's behalf.

## Council Action Desired

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

Approve Resolution confirming Mayor's authority to accept donations on City's behalf (or take other action as deemed necessary).

## Description, Background Information & Purpose

Trimp Wealth Management represents a client who has bequeathed a portion of their IRA funds to the City animal shelter. The desire a Corporate Resolution affirming authorization for the Mayor to receive, sign relevant documents, and claim the donation on behalf of the City.

## Alignment with City & Department Planning Objectives



This supports efficient governance and promotes fiscal responsibility.

## Interdepartmental Coordination

Coordinated by the office of the Mayor, the City Attorney, and Municipal Services, and the Police Department.

## Fiscal Impact

No negative impact.

## Legal Review

The proposed Resolution is consistent with Idaho law.

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING REBECCA L. NOAH CASPER TO RECEIVE DONATIONS, BEQUESTS, OR GIFTS OF PERSONAL OR INTANGIBLE PROPERTY ON BEHALF OF THE CITY AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Idaho Code § 50-602 designates the elected Mayor to be the chief administrative officer of the City; and

WHEREAS, the Mayor of the City of Idaho Falls, Idaho, is charged with the day-to-day administration of the City; and,

WHEREAS, the Mayor is endowed with the powers conferred by the laws of the State of Idaho, the Idaho Falls City Code, and the resolutions of this Council; and

WHEREAS, Rebecca L. Noah Casper, Ph. D., is the current elected Mayor of the City of Idaho Falls, Idaho, sworn into office on January 13, 2014.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Rebecca L. Noah Casper, Ph.D., as the Mayor of the City of Idaho Falls, Idaho, is authorized to accept donations, bequests, or gifts of personal or intangible property, including stocks, bonds, or other securities, on behalf of the City of Idaho Falls, Idaho.
2. Rebecca L. Noah Casper, Ph.D, as the Mayor of the City of Idaho Falls, Idaho, has the authority to execute any necessary documentation or agreements to accept or effectuate the transfer or registration of any personal or intangible property into the title, ownership, or control of the City of Idaho Falls, Idaho or to take any other action necessary to receive a donation, bequest, or gift directed at the City of Idaho Falls, Idaho, the City's departments, or the City's divisions.
3. That this Resolution remains in force for as long as Rebecca L. Noah Casper, Ph.D., remains in office or until revoked by the Council.

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
Jasmine Marroquin, Deputy City Clerk

\_\_\_\_\_  
Michelle Ziel-Dingman, Council President

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

I, JASMINE MARROQUIN, DEPUTY 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, AUTHORIZING REBECCA L. NOAH CASPER TO RECEIVE DONATIONS, BEQUESTS, OR GIFTS OF PERSONAL OR INTANGIBLE PROPERTY ON BEHALF OF THE CITY AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.”

\_\_\_\_\_  
Jasmine Marroquin, Deputy City Clerk

(SEAL)